



**BULLSEYE
TUBULAR**

SALES ORDER TERMS AND CONDITIONS

1. **APPLICABILITY / MODIFICATION** – These terms and conditions (“**Terms**”) together with the terms and conditions on the face of the order acknowledgement submitted by Seller to Buyer (the “**Order**”), govern the sale of the goods described on the face of the Order Acknowledgement (the “**Goods**”) and are an integral part of the offer by Bullseye Tubular, LLC (“**Seller**”) to the party to whom the Order is addressed (“**Buyer**”). The Order is an offer to sell material. In the event the Order is determined to be an acceptance of an offer by Seller to sell material, Buyer’s acceptance of Seller’s offer is expressly conditioned upon Buyer’s acceptance of these Terms and any additional or different terms proposed by Buyer are rejected. The Order and these Terms constitute the entire agreement of the parties with respect to the Goods, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, and communications, both written and oral, with respect to the Goods. The Order and these Terms expressly limit Buyer’s acceptance to the terms of the Order and these Terms. The Terms prevail over any terms or conditions contained in any other document and expressly exclude any of Buyer’s terms and conditions of purchase or any other document issued by Buyer in connection with the Order. Except where specifically provided herein, in the event of a conflict between these Terms and the terms on the face of the Order, the terms on the face of the Order shall prevail and control. No change to the Order or these Terms is binding upon Seller unless it is in writing and is signed by an authorized representative of Seller.
2. **TITLE AND RISK OF LOSS.** Notwithstanding any prior payment or inspection, title of the product will pass to Buyer upon delivery and/or transfer as specified in the OA. Buyer bears all risk of loss or damage to the Goods upon request or transfer and/or release for shipment. In the event the Seller arranges for delivery of such goods to Buyer, upon such delivery title and risk of loss will pass to the Buyer.
3. **SHIPPING TERMS.** Delivery shall be made EXW (Incoterms 2020) to the address specified in the Order Acknowledgment (the “**Delivery Location**”). Seller will give written notice of transfer and/or shipment to Buyer when the Goods are placed for carrier transportation and, upon request, provide transfer and/or shipping documentation. Buyer shall ensure that any freight forwarders, carriers, shipping and delivery companies or any other person or entity used to ship Goods to or on behalf of Buyer or Buyer’s customers have waived, in writing, any and all right to payment from Seller, it being agreed that Buyer shall be responsible for all shipping costs for Goods delivered to Buyer. **BUYER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS BUYER GROUP (DEFINED INFRA) FROM ALL FINES, COSTS, PENALTIES, LIABILITIES AND CLAIMS OF EVERY KIND, INCLUDING ATTORNEYS’ FEES, COSTS OF SUIT, SETTLEMENTS, JUDGMENTS, AND OTHER EXPENSES TO WHICH BUYER MAY BE SUBJECT ARISING OUT OF THE SHIPMENT OF GOODS TO BUYER REGARDLESS OF CAUSE, EVEN IF CAUSED BY THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE OR FAULT OF BUYER GROUP. SELLER’S OBLIGATION TO DEFEND, INDEMNIFY AND HOLD BUYER HARMLESS UNDER THIS SECTION 3 SHALL NOT IN ANY MANNER BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPES OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY BUYER, ITS AGENTS OR SUBCONTRACTORS UNDER APPLICABLE WORKER’S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS, AND SELLER SPECIFICALLY WAIVES ANY IMMUNITY IT MAY HAVE UNDER SUCH ACTS.**
4. **INSPECTION AND ACCEPTANCE.** Upon transfer, release for Buyer to ship, or delivery of any Goods (if freight arranged by Seller), Buyer shall immediately inspect such Goods or Services at its own cost, and if Buyer finds that such Goods or Services do not conform to their description in this Contract or any other terms and conditions hereof, Buyer shall, within fifteen (15) days after the arrival of Goods or completion of Services, give Seller a written notice specifying the details of the nonconformity. A failure of Buyer to give such notice to Seller within such period shall constitute an irrevocable acceptance of Goods or Services by Buyer. Seller shall have the right, following any rightful rejection, either to substitute conforming Goods or Services, or repair the same within a reasonable period of time after Seller’s receipt of the aforesaid notice from Buyer.
5. **QUANTITY.** Notwithstanding any terms contained in the Order, Buyer approves a delivery tolerance against the ordered quantity of +/- 5%.
6. **PAYMENT.** In the event that Buyer fails to make payment in full within the time period set forth on the invoice or expressly agreed upon in writing by the parties, such failure will constitute a material breach of contract by Buyer permitting Seller to suspend shipment or delivery of goods under this contract or any other contract between Buyer and Seller. Buyer shall pay to Seller interest on any unpaid amount at a rate of 2% per month. Further, upon Buyer’s failure to make timely payment of any amounts due and owing to Seller, Seller and its affiliates shall be authorized to (a) set-off and apply any and all existing or future amounts owed by Seller and/or its affiliates to Buyer against any such amounts owed by Buyer without demand or notice to Buyer, (b) terminate this contract or any part thereof, (c) declare all obligations of Buyer immediately due and payable, (d) hold any goods of Buyer in Seller’s (or one of its affiliates’) possession as collateral for payment and apply the value of such goods against amounts owed by Buyer, (e) resell the goods, (f) postpone the delivery of goods or performance of services and/or (g) stop any goods in transit, without prejudice and in addition to any other rights or remedies available for Seller under this agreement or at law, by statute or in equity. Seller reserves the right to require from the Buyer, at any time, satisfactory security for performance of Buyer’s obligations under any order placed with the Seller. Seller retains a purchase money security interest in the goods for any portion of the purchase price not paid on a timely basis. Seller shall have, in addition, all other remedies permitted to Seller by law, equity, or this contract. If Seller takes legal action to collect any amount due from Buyer, Buyer shall pay all dispute resolution costs, including court costs plus reasonable legal fees incurred by Seller in bringing such legal action.
7. **CREDIT.** Seller may suspend or terminate its performance hereunder without further liability or obligation to Buyer, or Seller may require payment in advance before making shipment, if Buyer’s credit declines or otherwise becomes unsatisfactory to Seller at any time. Nothing contained herein obligates Seller to extend credit or provide financing to Buyer, and any such extension of credit is in the sole discretion of Seller.
8. **SUB-PROVIDERS.** Buyer unconditionally hereby warrants, represents and covenants to SELLER that all subcontractors, SELLERS, laborers, shippers, carriers, and other persons or entities (“**Buyers’s Vendors**”) that have supplied services, labor, materials and/or equipment to Buyer in connection with the Order either have been paid, or will be timely paid, in full for such labor, materials and/or equipment. **Buyer will indemnify, hold harmless, and defend SELLER and SELLERS’s vendors and/or customers for any and all claims for payment including, without limitation, lien claims from Buyer’s Vendors.**
9. **WARRANTIES.** Seller warrants that the Goods or Services will conform to the description appearing on the face of this Contract. THERE IS NO WARRANTY, CONDITION OR REPRESENTATION, STATUTORY OR OTHERWISE, THAT GOODS OR SERVICES SHALL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE NOR IS THERE ANY OTHER WARRANTY, CONDITION OR REPRESENTATION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, EXCEPT FOR ANY APPLICABLE MANUFACTURER WARRANTIES THAT PASS THROUGH TO BUYER. Buyer shall, in claiming a breach of Manufacturer’s warranty, submit to Seller a written notice of claim containing full particulars of the claim and accompanied by reasonably adequate proof, within one (1) year from the date of delivery of such Goods or performance of such Services. Unless such notice is given within the said one (1) year period, Buyer shall be deemed to have waived all claims. If the Goods or Services fail to meet Seller’s warranty, Seller shall, at its option, repair or replace such Goods or Services. This is the exclusive remedy of Buyer for any claim that the Goods or Services fail to meet the Seller’s warranty. Buyer shall assume all risks and liabilities resulting from any use, process, consumption, resale or other disposition of the Goods delivered or Services performed under this Contract.

10. INDEMNIFICATION AND INSURANCE.

- 10.1 **SELLERS'S PEOPLE AND PROPERTY** - BUYER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER AND SELLER'S PARENT COMPANY, SUBSIDIARIES, AFFILIATES, CONTRACTORS (OF ANY TIER), CUSTOMERS, SUCCESSORS OR ASSIGNS, AND SUCH PARTIES' RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS, AND EMPLOYEES AGAINST ANY AND ALL LOSS, INJURY, DEATH, DAMAGE, LIABILITY, CLAIM, DEFICIENCY, ACTION, JUDGMENT, INTEREST, AWARD, PENALTY, FINE, COST OR EXPENSE, INCLUDING REASONABLE ATTORNEY AND PROFESSIONAL FEES (COLLECTIVELY, "LOSSES") RELATED TO THE GOODS AND ARISING OUT OF OR RELATED TO ANY ILLNESS, BODILY INJURY OR DEATH OR ANY PROPERTY LOSS OR DAMAGE (INCLUDING PROPERTY OWNED, LEASED, HIRED OR CHARTERED) SUFFERED BY BUYER, BUYERS'S PARENT COMPANY, SUBSIDIARIES, AFFILIATES, CONTRACTORS (OF ANY TIER), SUCCESSORS OR ASSIGNS, AND SUCH PARTIES' RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS, AND EMPLOYEES EVEN IF CAUSED BY THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE OR FAULT OF THE BUYER.
- 10.2 **SELLERS'S PEOPLE AND PROPERTY** - TO THE EXTENT THE INDEMNITY OBLIGATIONS CONTAINED IN THIS AGREEMENT ARE GOVERNED BY CHAPTER 127, TEXAS CIVIL PRACTICE & REMEDIES CODE, KNOWN AS THE TEXAS OILFIELD ANTI- INDEMNITY ACT, BUYER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE SELLER AGAINST ANY AND ALL LOSSES RELATING TO THE GOODS AND ARISING OUT OF OR RELATED TO ANY ILLNESS, BODILY INJURY OR DEATH OR ANY PROPERTY LOSS OR DAMAGE (INCLUDING PROPERTY OWNED, LEASED, HIRED OR CHARTERED) SUFFERED BY ANY MEMBER OF THE SELLER EVEN IF CAUSED BY THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE OR FAULT OF THE SELLER.
- 10.3 **INSURANCE** - TO THE EXTENT THE INDEMNITY OBLIGATIONS CONTAINED IN THIS AGREEMENT ARE GOVERNED BY CHAPTER 127, TEXAS CIVIL PRACTICE & REMEDIES CODE, KNOWN AS THE TEXAS OILFIELD ANTI-INDEMNITY ACT, THE PARTIES SHALL EACH SUPPORT THEIR RESPECTIVE MUTUAL INDEMNITY OBLIGATIONS BY FURNISHING LIABILITY INSURANCE COVERAGE, OF LIKE KIND AND IN EQUAL AMOUNTS OBTAINED BY EACH PARTY FOR THE BENEFIT OF THE OTHER PARTY AND ITS GROUP, RESPECTIVELY, AS INDEMNITEES. BUYER SHALL OBTAIN COMMERCIAL GENERAL LIABILITY INSURANCE WITH A LIMIT OF \$1,000,000 PER OCCURRENCE INCLUDING, BUT NOT LIMITED TO, COVERAGE FOR PUBLIC LIABILITY INCLUDING BODILY INJURY AND PROPERTY DAMAGE LIABILITY, PERSONAL/ADVERTISING INJURY, CONTRACTUAL LIABILITY FOR THOSE LIABILITIES ASSUMED BY BUYER HEREIN (INCLUDING THE INDEMNITY OBLIGATIONS CONTAINED HEREIN), CROSS LIABILITY AND SEVERABILITY OF INTEREST, POLLUTION, PRODUCTS AND COMPLETED OPERATIONS. SELLER SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER SUCH INSURANCE POLICY.
- 10.4 **LIMITATION OF LIABILITY** - IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER WITH A MAXIMUM AMOUNT OF \$1,000,000.
- 10.5 **THIRD PARTIES** - TO THE EXTENT ALLOWED BY APPLICABLE LAW, BUYER SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SELLER AGAINST ALL CLAIMS ARISING OUT OF OR RELATED TO THE GOODS BROUGHT AGAINST SELLER BY THIRD PARTIES (INCLUDING BUYER'S CUSTOMERS) EVEN IF CAUSED BY THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE OR FAULT OF THE SELLER.
- 10.6 **INTELLECTUAL PROPERTY** - Seller makes no representation or warranty that the sale, use or other disposition of Goods or the performance of Services will not infringe on any patent, trademark, design, copyright or other intellectual property right (each an "Intellectual Property Right") of any third party in the United States or any other country. Seller hereby disclaims all liability for any loss, damages, penalty, claim, suit, action, cost and expense (including, without limitation, attorney's fees and disbursements) based on, arising out of or otherwise in respect of any actual or alleged infringement of any Intellectual Property Right of any third party resulting from the sale, use or other disposition of Goods or the performance of Services. In the event that any claim or dispute arises in connection with any allegation that the sale, use or other disposition of Goods or the performance of Services infringes upon any Intellectual Property Right of any third party, Seller hereby reserves the right to terminate this Contract in whole or in part and shall have no liability for any loss, damages, cost and expense based upon, arising out of or otherwise in respect of such termination.
11. **COMPLIANCE WITH LAW.** Buyer represents and warrants it is in compliance with and shall comply with all applicable laws, regulations and ordinances. In furtherance of the foregoing (and not in limitation), Buyer shall comply with Section 1502 of the Dodd-Frank Act and all other laws, regulations and/or ordinances related to conflict minerals, and shall promptly provide appropriate disclosures (including as requested by Buyer) in respect of such law. SELLER has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order. SELLER shall comply with all export and import laws of all countries involved in the sale and transportation of Goods under the Order. SELLER assumes all responsibility for shipments requiring any government import clearance.
12. **REMEDIES.** SELLER's remedies shall be cumulative and shall include any remedies allowed by law. No waiver of any breach of any term, covenant or condition of the Order by SELLER shall constitute SELLER's waiver of any other or subsequent breach of any term, covenant or condition under the Order. No forbearance or indulgence shall constitute a waiver or change of any term, covenant or condition.
13. **WAIVER.** No waiver by any party of any of the provisions of the Order or Terms will be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, partial exercise of, or delay in exercising, any rights, remedy, power or privilege arising from the Order or Terms shall operate or be construed as a waiver thereof of any other right, remedy, power, or privilege.
14. **ASSIGNMENT.** Buyer shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void, and will not relieve Buyer of any of its obligations hereunder.
15. **GOVERNING LAW / JURISDICTION / JURY WAIVER.** The Order, these Terms, the relations between the parties, and any dispute arising therefrom shall be governed by the procedural and substantive laws of the state of Texas, exclusive of conflict of laws principles which would direct the application of the substantive or procedural law of another jurisdiction.

16. **FORCE MAJEURE.** If performance by SELLER is prevented, delayed or made more difficult or less profitable or desirable to SELLER due to circumstances arising out of earthquakes, floods, hurricanes, named tropical storms, lightning strikes, ice storms, blizzards, icebergs, air and sea disasters, piracy, theft, explosions, fire, epidemics, pandemics, public health emergencies, acts of God or public enemy, war, terrorism, national emergency, invasions, insurrections, riots, strikes, lockouts, blockades, any laws, rules, regulations, orders, directives of, or interference by any government, government agency, failure of SELLER's vendors to ship or deliver on time, or any other circumstance beyond SELLER's reasonable control, SELLER shall be relieved of its obligations under any agreement between SELLER and Buyer.

If Buyer's principal place of business is located in any state, territory, or district of the United States of America, each Party: (a) irrevocably submits to the jurisdiction and venue of the courts located in Dallas County, Texas for the resolution of any and all disputes arising from or relating to the Order, these Terms, or the relations between the parties, and **(B) KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS TO A JURY TRIAL IN ANY LEGAL PROCEEDING RELATING TO THE ORDER, THESE TERMS, OR THE RELATIONS BETWEEN THE PARTIES.** If Buyer's principal place of business is not located in any state, territory, or district of the United States of America, each Party agrees all disputes arising out of or relating to the Order, Terms or the relations between the parties shall be finally settled, subject to the defenses allowed by applicable law, under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said Rules. The arbitration shall be conducted in English within the limits of the city of Dallas, Texas. The arbitrator must meet each of the following qualifications: (1) be a graduate of a law school located in the United States; (2) have more than twenty years of experience in litigating and/or arbitrating complex commercial disputes; (3) be licensed to practice law in the state of Texas; and (4) be impartial. The arbitrator will have the authority to determine the validity and existence of the Order and Terms as an agreement between the parties and apportion liability between the parties, but will not have the authority to award any damages or remedies not available under, or in excess of, the express terms of the Order and Terms. The arbitration award will be presented to the parties in writing, and will, upon written request, include findings of fact and conclusions of law, and may be confirmed, reviewed and enforced, in any local, state or federal court located within Houston, Texas. The parties expressly reserve all rights to seek injunctive relief in a court located in Houston, Texas. The parties acknowledge and agree that the Order includes activities in interstate commerce, and, accordingly, the Federal Arbitration Act of the United States shall control and apply to all arbitrations conducted hereunder, notwithstanding any state law provisions to the contrary.

17. **CUMULATIVE REMEDIES.** The rights and remedies under the Order and/or these Terms are cumulative and, in addition to, not in substitution for, any other rights and remedies.

18. **DISCLAIMER OF RELIANCE -** Buyer acknowledges that it agrees to these Terms by its own free choice, without any inducement offered in any way other than the express Terms contained herein. Buyer warrants and represents that no promise, agreement, representation, inducement or condition not set forth in these Terms has been made or relied upon by Buyer in agreeing to these Terms. Buyer is relying solely upon its own judgment in agreeing to these Terms.

19. **SEVERABILITY.** If any provision herein is partially or completely void or unenforceable pursuant to applicable law, then such provision shall be deemed amended to the extent necessary to make it enforceable. If such an amendment is not possible, then such provision shall be deemed deleted. If any provision is so deleted, the remaining terms and conditions will remain in full force and effect.

20. **ATTORNEYS' FEES.** In the event that Buyer breaches the Order or these Terms, Buyer shall pay all reasonable costs, including, without limitation, attorneys' fees and court costs incurred by SELLER in connection with such action.

21. **COMPLIANCE WITH TRADE EXPANSION ACT OF 1962.** Notwithstanding anything to the contrary, the Order is subject to immediate cancellation at SELLER's sole discretion in the event of any finding or recommendation by the U.S. Department of Commerce pursuant to Section 232(B) of the Trade Expansion Act of 1962 that the country of origin of or the import of the Goods threatens to impair U.S. national security, whether such finding is issued prior to or after Buyer's acceptance of the Goods or upon the imposition of any additional tariffs, quotas or duties upon the Goods not in effect at the time the applicable Order is placed. This includes, but is not limited to, any report, agreement or action by the U.S. Government including, but not limited to, the imposition of any tariff(s) and/or quotas and any action taken by the U.S. Government against fairly traded products that are in addition to, or supplemental to, the usual and customary remedies for unfairly dumped or subsidized products, regardless of whether such agreement or action is proactively or retroactively enforced. In the event the U.S. Government takes any action described in this section, in addition to SELLER's option to cancel the Order, SELLER may instead demand specific performance of the parties' contract be entitled to set-off any amounts charged to SELLER as a result of any action by the U.S. Government including, but not limited to, tariff charges against the original purchase price of the order.