

LEGACY TUBULAR LLC'S

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. Applicability.

(a) These terms and conditions of purchase (these "**Terms**") are material terms that govern the purchase of goods ("**Goods**") and services ("**Services**") by Legacy Tubular LLC ("**Buyer**") from the seller named in each offer to sell Goods or Services ("**Seller**"). Notwithstanding anything herein to the contrary, if an integrated written contract signed by both parties is in existence covering the sale of the Goods and Services, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) Buyer's purchase order for the Goods and Services (the "**Purchase Order**") and these Terms (collectively, the "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Seller's general terms and conditions of sale regardless whether or when Seller has submitted its sales confirmation, order acknowledgement, quote, invoice or other document of Seller regarding the Goods or Services. Seller's acceptance of the Purchase Order is expressly limited to Seller's acceptance of the Terms, and Seller's fulfillment of the Purchase Order shall constitute acceptance of these Terms, which cannot be varied. Seller expressly agrees that it is not relying upon any oral or written information, representation, or promise that is not expressly included in Buyer's Purchase Order or these Terms. Seller acknowledges and agrees that the foregoing clearly and unambiguously disclaims any reliance by Seller on any information, promises, or representations not expressly included in the Purchase Order or these Terms.

2. Delivery of Goods and Performance of Services.

(a) Seller shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the "**Delivery Date**"). If no delivery date is specified, Seller shall deliver the Goods within thirty (30) days of Seller's receipt of the Purchase Order. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may, at its election, terminate the Agreement immediately by providing written notice to Seller, and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses attributable to Seller's failure to deliver the Goods on the Delivery Date.

(b) Seller shall deliver all Goods to the address specified in the Purchase Order (the "**Delivery Point**") during Buyer's normal business hours or as otherwise instructed by Buyer. Seller shall pack all goods for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's risk of loss and expense.

(c) Seller shall provide the Services to Buyer as described and in accordance with the schedule set forth in the Purchase Order and in accordance with these Terms.

(d) Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods and Services. Seller agrees to comply strictly with the Delivery Date.

3. Quantity. If Seller delivers more or less than the quantity of Goods ordered, Buyer may reject all of the Goods delivered, or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's sole risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

4. Shipping Terms. Unless otherwise specified in the Purchase Order, delivery of the Goods shall be made FOB Delivery Point. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Purchase Order.

5. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point.

6. Inspection and Rejection of Nonconforming Goods. Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind the Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, immediately replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate the Agreement for cause pursuant to Section 17. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

7. Price. The price of the Goods and Services is the price stated in the Purchase Order (the "**Price**"). If no price is included in the Purchase Order, the Price shall be the price set out in Seller's published price list in force on the date the Purchase Order is issued. Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Point, insurance, tariffs, customs duties and fees, and applicable taxes, including, but not limited to, all sales, use, VAT, or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.

8. Payment Terms. Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with these Terms. All payments hereunder must be in US dollars. Buyer shall pay all properly invoiced amounts due to

Seller within sixty (60) days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller. Seller shall continue performing its obligations under the Agreement regardless of any payment or other disputes.

9. Seller's Obligations Regarding Services. Seller shall:

(a) before the date on which the Services are to start, obtain, and at all times during the term of the Agreement, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;

(b) comply with all rules, regulations and policies of Buyer, including security procedures concerning systems and data and remote access thereto, and all health and safety practices and procedures;

(c) maintain complete and accurate records relating to the provision of the Services under the Agreement, including records of the time spent and materials used by Seller in providing the Services in such form as Buyer shall approve. During the term of the Agreement and for a period of two (2) years thereafter, upon Buyer's written request, Seller shall allow Buyer to inspect and make copies of such records and interview Seller personnel in connection with the provision of the Services;

(d) obtain Buyer's written consent prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Seller, other than Seller's employees, to provide any Services to Buyer (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). Buyer's approval shall not relieve Seller of its obligations under the Agreement, and Seller shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of the Agreement. Nothing contained in the Agreement shall create any contractual relationship between Buyer and any Seller subcontractor or supplier;

(e) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of these Terms, and, upon Buyer's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Buyer;

(f) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services;

(g) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the Buyer; and

(h) keep and maintain any Buyer equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the Buyer's written instructions or authorization.

10. Change Orders. Buyer may at any time, by written instructions and/or drawings issued to Seller (each a "**Change Order**"), order changes to the Services. Seller shall submit to Buyer a firm cost proposal for the Change Order within seven (7) days of receiving a Change Order. If Buyer accepts such cost proposal, Seller shall proceed with the changed services subject to the cost proposal and the terms and conditions of the Agreement. Seller acknowledges that a Change Order may or may not entitle Seller to an adjustment in the Seller's compensation or the performance deadlines under the Agreement.

11. Warranties.

(a) Seller warrants to Buyer that for a period of forty-eight (48) months from the Delivery Date, all Goods will:

(i) be free from any defects in workmanship, material and design;

(ii) conform to applicable specifications, drawings, designs, samples and other requirements provided by Buyer in the Purchase Order;

(iii) be fit for their intended purpose and operate as intended;

(iv) be merchantable;

(v) be free and clear of all liens, security interests or other encumbrances; and

(vi) not infringe or misappropriate any third party's intellectual property rights.

These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer;

(b) Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Agreement; and

(c) the warranties set forth in this Section 11.1 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If Buyer gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, promptly (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer, and, if applicable, (ii) repair any damages and re-perform the applicable Services.

12. **General Indemnification.** Seller shall defend, indemnify and hold harmless Buyer and its parents, subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees (collectively, "Indemnitees") 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 and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the Goods and Services purchased from Seller or Seller's negligence, willful misconduct or breach of the Terms. Seller shall not enter into any settlement without Buyer's prior written consent.

SELLER'S INDEMNITY OBLIGATIONS INCLUDE ALL CLAIMS FOR DAMAGES EVEN IF CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE OF THE INDEMNITEES and include claims for the death or personal injury of any person as well as claims for damage to property and the loss or loss of use of enjoyment of property. Seller agrees to reimburse and indemnify and hold the Indemnitees harmless from any and all claims, demands, causes of action, liability, loss, damage, or expense of every kind and nature, associated with the conduct, acts, and omissions described above including but not limited to, attorneys' fees, expert fees, expenses, and costs. SELLER EXPRESSLY ACKNOWLEDGES BEING AWARE OF THE OBLIGATION TO INDEMNIFY THE INDEMNITEES FOR THEIR OWN NEGLIGENCE PURSUANT TO THE "EXPRESS NEGLIGENCE" DOCTRINE. SELLER WAIVES ANY ARGUMENT THAT THIS OBLIGATION IS NOT CONSPICUOUS OR THAT SELLER WAS NOT MADE EXPRESSLY AWARE OF THIS OBLIGATION AND SELLER AGREES AND REPRESENTS THAT ANY ANTI-OILFIELD INDEMNITY STATUTORY PROVISIONS DO NOT APPLY TO THE SALE OF THE GOODS OR SERVICES.

If any of the indemnity provisions provided above or the application thereof shall to any extent be rendered invalid or unenforceable, then the remainder of Seller's indemnity obligations shall not be affected thereby, it being intended and agreed that Seller's indemnity obligations shall be construed and enforced to provide the fullest indemnity protection to the Indemnitees that is permitted by law.

13. **Intellectual Property Indemnification.** Seller shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against all Losses arising out of or in connection with any claim that Indemnitee's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret, trademark or other intellectual property right of any third party. In no event shall Seller enter into any settlement without the Indemnitee's prior written consent.

14. **Limitation of Liability.** Nothing in the Agreement shall exclude or limit Seller's liability for (a) for consequential, indirect, incidental, special or exemplary damages, or (b) Seller's liability for fraud, personal injury or death caused by its negligence or willful misconduct.

15. **Insurance.** During the term of the Agreement and for at least two (2) years thereafter], Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum not less than two million dollars (\$2,000,000.00) with financially sound and reputable insurers. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in these Terms. Seller shall provide Buyer with thirty (30) days' advance written notice in the event of a cancellation or material change in Seller's insurance. Except where prohibited by law, Seller shall require its insurer to waive all subrogation rights against Seller's customers or Buyer.

16. **Compliance with Law.** Seller shall comply with all applicable laws, regulations and ordinances. Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Agreement. Seller shall comply with all export and import laws of all countries involved in the sale of the Goods under the Agreement or any resale of the Goods by Seller. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate the Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on the Goods.

17. **Termination.** In addition to any remedies that may be provided under these Terms, Buyer may terminate the Agreement with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods or the seller's delivery of the Services, if Seller has not performed or complied with any of these Terms, in whole or in part. If the Seller becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Buyer may terminate the Agreement upon written notice to Seller. If Buyer terminates the Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Buyer prior to the termination.

18. **Waiver.** No waiver by Buyer of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by Buyer. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. **Confidential Information.** All non-public, confidential or proprietary information of Buyer, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, or customer lists disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with the Agreement is confidential, solely for the purpose of performing the Agreement and may not be disclosed or copied unless authorized in advance by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section and no bond shall be required. This Section does not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

20. **Force Majeure.** Neither party shall be liable to the other for any delay or failure in performing its obligations under the Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government action, floods, fire, hurricanes, tornados, windstorms, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. Seller agrees that Seller's economic hardship or changes in market conditions are not Force Majeure Events. Seller shall use all diligent and best efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Agreement. If a Force Majeure Event prevents Seller from carrying out its obligations under the Agreement for a continuous period of more than seven (7) days, Buyer may terminate the Agreement immediately by giving written notice to Seller.

21. **Assignment.** Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be invalid. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign or transfer any or all of its rights or obligations under the Agreement without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of Buyer's assets.

22. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. **No Third-Party Beneficiaries.** The Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement.

24. **Governing Law.** All matters arising out of or relating to the Agreement are governed by and shall be construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would result in the application of the substantive laws of any jurisdiction other than the State of Texas.

25. **Submission to Jurisdiction.** Any legal suit, action, or proceeding arising out of or relating to the Agreement shall be instituted in the federal or state courts located in Houston, Texas and each party irrevocably submits to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding.

26. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

27. **Severability.** If any term or provision of the Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, that shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

28. **Survival.** Provisions of these Terms, which by their nature logically apply beyond the term of the Agreement, will remain in force after any termination or expiration of the Agreement expressly including, but not limited to, the following above-names sections: 11-29.

29. **Amendment and Modification.** These Terms may only be amended or modified in a writing that states it specifically amends these Terms and is signed by an authorized representative of each party.