ISS TERMS, CONDITIONS, AND WARRANTIES OF SALE

Industrial Service Solutions and its Affiliates are hereinafter called "Seller." The person or entity named in the "Sold To" blank is hereinafter called "Purchaser." Sale of any of the equipment or services described or referred to in this confirmation of sale, at the prices indicated hereon, is governed by the terms, conditions, and warranties set forth herein. Any past or future statement of intent to purchase any such equipment or services, any shop work order release, or any direction to proceed with engineering, procurement, manufacturing, or shipment, shall constitute an assent to said prices, terms, and conditions and a representation that the Purchaser is solvent. Any additional or different terms, prices, or conditions set forth in any such past or future communications from the Purchaser, including any purchase order, are hereby objected to by Seller and shall not be effective or binding unless assented to in writing and signed by an authorized representative of Seller.

1. **PRICE.**
   - 1.1. Prices in effect at time of shipment shall prevail. All prices quoted are subject to change without notice based upon market conditions. Purchaser hereby agrees to pay any such price escalation.
2. **PAYMENTS**.
   - 2.1. Payments shall become due as specified in the terms hereof.
     - 2.1.1. In the event the terms are silent with respect to payment for materials or equipment, then payment shall either be due thirty (30) calendar days from shipment to Purchaser by Seller, EXW Seller's location Incoterms 2020 or C.O.D. if Purchaser does not have an established credit history with Seller, at Seller's sole discretion. Purchaser agrees that no amounts will be deducted for late delivery.
     - 2.1.2. In the event the terms are silent with respect to payment for services, then payment shall either be due thirty (30) calendar days from Seller's provision of services to Purchaser or payment in advance if Purchaser does not have an established credit history with Seller, at Seller's sole discretion.
     - 2.1.3. Payment for all Change Orders is due upon receipt of Change Order.
     - 2.1.4. All amounts due hereunder but not timely paid will bear interest at the lesser of: (a) 18% per annum; or (b) the highest rate permitted under applicable law until paid in full. Purchaser authorizes Seller to charge all amounts coming due hereunder to any debit or credit card(s) Purchaser provides. Purchaser agrees to pay Seller the maximum lawful charge for any check Purchaser writes which is returned unpaid. Purchaser hereby agrees to pay a credit card convenience fee of up to four percent (4%) of the amount charged.
   - 2.2. If the financial condition of the Purchaser at any time does not, in the judgement of Seller, justify continuance of the work to be performed by Seller hereunder on the terms of payment agreed upon, Seller may require full or partial payment in advance or shall be entitled to cancel any Order then outstanding and shall receive reimbursement for its reasonable and probable cancellation charges as set forth below. In the event of bankruptcy or insolvency of the Purchaser, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any Order then outstanding at any time during the period allowed for filing claims against the estate/debtor and shall receive reimbursement for its reasonable and proper cancellation charges. The rights of Seller under this paragraph are cumulative and in addition to all rights available to Seller at law or in equity.
   - 2.3. Purchaser shall have no right of set-off or withholding, and no deduction of any amounts due from Purchaser to Seller shall be made without Seller's prior express written approval.
3. **SALES AND SIMILAR TAXES**.
   - 3.1. Seller's prices do not include sales, use, excise, or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise, or other similar tax applicable to the sale or use of the equipment hereunder shall be paid by the Purchaser, or in lieu thereof, the Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.
4. **CHANGES IN SPECIFICATIONS OR DESIGN.**
   - 4.1. If Purchaser requests changes in specifications or designs relating to any products or services to be provided hereunder, shipment and/or project schedules shall be revised, if necessary, and an equitable adjustment, upward or downward, shall be made in price if, in Seller's reasonable determination, it is warranted.
5. **DELIVERY.**
   - 5.1. Shipping dates are approximate and are based upon prompt receipt of all necessary information from Purchaser. Title shall pass upon delivery to the carrier at point of shipment, and thereafter all risk of loss or damage shall be upon Purchaser.
   - 5.2. Purchaser agrees that Seller is not responsible for late deliveries for any reason. In the event of any such delay, the date of delivery or of performance shall be extended for a period of the time lost by reason of the delay. In no event shall Seller agree to pay any fixed amount whether identified as a penalty or as liquidated damages for failure to meet a shipping schedule unless a specific agreement to that effect is made in writing and signed by Seller's General Counsel.

5.3. Upon notification by Seller that the equipment is ready for delivery and Purchaser is unable to take delivery on notified date, Purchaser agrees to a "Bill and Hold" agreement whereby Seller transfers title to Purchaser whose responsibility at that time will be to insure Purchaser's equipment as needed in Seller's warehouse to include any damages caused by natural occurrence, handling of equipment, or any negligence, whether fault of Seller or Seller's agent. Seller will invoice Purchaser for the equipment, Purchaser agrees to pay the amount due in full according to payment terms thereunder, and Seller will hold equipment in storage for a reasonable time, but not to exceed ninety (90) calendar days without prior agreement.

6. **INSPECTION.**

6.1. Purchaser shall inspect the products promptly upon receipt for non-conformity (including but not limited to non-conformity for quantity, quality, and/or defects). Failure by Purchaser to provide Seller with written notice of a claim within thirty (30) calendar days from the date of delivery or, in case of non-delivery, from the date fixed for delivery, shall constitute a waiver by Purchaser of all claims with respect to such products.

7. **RETURNED PRODUCTS.**

7.1. No product may be returned without the written permission of Seller. Products manufactured to Purchaser's specifications will not be accepted for return. Replaced parts become the property of Seller. Products accepted for return are subject to a restocking charge plus the cost of transportation, as decided solely by Seller.

8. **SELLER'S RIGHTS.**

8.1. If Purchaser shall fail in any manner to fulfill the terms and conditions hereof, Seller may defer further shipments until such default is cured. Seller shall have no liability for any such deferral. Remedies provided herein shall be in addition to, and not in lieu of, other remedies that may be available to Seller.

9. **LIEN RIGHTS.**

To the maximum extent permitted under applicable law, Purchaser grants Seller a lien on all real and personal property: (a) placed in or on Purchaser's property; and/or (b) improved by Goods and Services received from Seller.

10. **THIRD PARTY CONTRACT OBLIGATIONS.**

10.1. In the event that Purchaser has contracted for or otherwise assumed with any other party any obligation or liability to an owner, contractor, construction manager, governmental entity, or any other person or entity responsible for the completion of any portion of any project in which Seller's goods will be used, the Parties agree that Seller is not a party to such contract. Therefore, Seller does not assume any liability or obligation, including but not limited to any liability or obligation related to governmental regulations or flow down terms, under any such contract or agreement. Absent a written agreement to the contrary, executed by an authorized representative of Seller, Purchaser releases and agrees to defend, indemnify, and hold Seller harmless for any claims of any nature whatsoever related to any obligation, risk, liability, or responsibility which was Purchaser's under any contract or which was assumed by Purchaser towards any owner, contractor, construction manager, governmental entity, or other party involving the goods or work supplied by Seller to fulfill any contractual requirement.

11. **LIMITED WARRANTY**.

11.1. As to equipment and materials:

11.1.1. Seller warrants all equipment and materials sold hereunder to be free from inherent material defects in design, material, and workmanship on date of shipment. Seller further warrants that on date of shipment the equipment will deliver its rated output as indicated by the name-plate, providing the apparatus is properly cared for and operated under proper conditions and Purchaser has complied with the terms hereof. Purchaser shall be obligated to promptly report any claims against Seller in writing within fourteen (14) calendar days from receipt of equipment and materials. Purchaser shall not operate equipment which is considered to be defective under this section. Any such use of equipment will be at Purchaser's sole risk and liability.

11.1.2. If Seller is National Compressor Services, LLC (NCS), equipment manufactured or repaired by NCS and delivered hereunder will be free of defects in material and workmanship for a period of six (6) months from the date of placing the equipment into operation or twelve (12) months from the date of shipment, whichever shall occur first. Valves and piston rings will be warranted by NCS for ninety (90) calendar days from the date of shipment.

11.1.3. THIS IS THE ONLY WARRANTY APPLICABLE AND IS EXPRESSLY IN LIEU OF ANY WARRANTIES OTHERWISE IMPLIED BY LAW. NO OTHER WARRANTIES, INCLUDING EXPRESS OR IMPLIED, HAVE BEEN MADE OR GIVEN. PURCHASER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF PRODUCTS PURCHASED, WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS OR SUBSTANCES.

11.1.4. These warranties are extended to the immediate Purchaser only and are not transferable provided, however, that if Purchaser, in the course of its usual business, transfers title or leases such apparatus (including equipment incorporating such apparatus) to a third party, such period shall run to such third party one (1) year from shipment date to Purchaser or third party, whichever is first, except if the Seller is NCS (see Section 10.1.2 above).

11.1.5. Parts found to be defective within one (1) year (or ninety (90) calendar days if Seller is RAM Industrial Services, LLC)(except in the case of diesel, gas and gasoline engines, in which event the period or time shall be ninety (90) calendar days), from the date of shipment will be replaced or repaired, at the option of Seller, EXW Seller's location Incoterms 2020, freight paid by Purchaser or third party, free of repair charge, provided the equipment has been stored, installed, maintained, and operated under proper conditions, in accordance with good industry practices and Seller's specific recommendations, and connected to its rated load; that Seller's personnel are present at and participate in the "start-up" of the equipment, and that NOTICE IN WRITING has been given to Seller by Purchaser or third party immediately when parts are found to be defective so that a representative of Seller may be present to inspect the equipment when it is dismantled. Purchaser's failure to comply with all terms herein shall automatically void any warranty provided by Seller. Any abuse or misuse of goods voids this warranty. Warranty does not apply to defects in materials furnished by Purchaser or design stipulated by Purchaser. The effects of corrosion, erosion, and normal wear and tear are specifically excluded from warranty. Any work performed on the equipment by Purchaser or by a third party effectively voids this and all warranties provided by Seller. Accessories or equipment furnished by NCS but manufactured by others shall carry whatever warranty those manufacturers have conveyed to NCS and only those which can rightly be passed on to Purchaser.

11.1.6. No claims for damages or for labor done by others or parts furnished by others will be allowed unless authorized by Seller, in writing.

11.2. As to services:

11.2.1. The Seller warrants that the materials provided and work or services furnished conform to specifications; are conveyed with clear title free of any claims from third parties; that materials will be new, free from defects in material and workmanship, be of quality, size, description, and dimension required by Purchaser; and that Seller's services will be performed in a skillful and workmanlike manner. Seller's warranty for services provided shall extend for a period of twenty-four (24) months after service is accepted by purchaser, with an exception if Seller is RAM Industrial Services, LLC (RAM). RAM provides a twelve (12) month warranty on their services.

11.2.2. THE WARRANTY SET FORTH IN THIS SECTION IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICES, WORK PRODUCT, OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM. SELLER DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. PURCHASER'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY IS REPERFORMANCE OF THE SERVICES, OR, IF REPERFORMANCE IS NOT POSSIBLE OR CONFORMING, REFUND OF ANY AMOUNTS PAID UNDER THIS AGREEMENT FOR SUCH NON-CONFORMING GOODS.

11.2.3. No claims for damages or for labor done by others or parts furnished by others will be allowed unless authorized by Seller, in writing.

11.3. These Terms, Conditions, and Warranties constitute the final and complete agreement between the Parties. No representations, claims, statements, advertising, or promotional activities made or conducted by Seller or Seller's agents or representatives shall be binding upon Seller unless the same are expressly set forth in this Confirmation of Sale. In the event the equipment sold hereunder fails to comply with any warranty set forth herein or imposed by law, the only obligation of Seller shall be that upon the return of the non-conforming equipment, freight prepaid, to Seller at its plant in designated location, Seller shall replace defective or non-conforming parts, at no cost to Purchaser. In the event of breach or repudiation of this agreement by Seller, or in the event any equipment sold hereunder fails to comply with any warranty extended herein, Seller shall not be liable to Purchaser or any third party for any special, consequential, incidental, punitive, or penal damages, including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damages to associated equipment, costs of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Purchaser's or third party's customers for such damages, and Purchaser agrees to and does hereby indemnify Seller from such damages. It is the expressed intention of the Seller and Purchaser that the indemnity provisions herein are an agreement by Purchaser to indemnify Seller from the consequences of Seller's own negligence. If Purchaser transfers title to or leases the products sold hereunder to any third party, as a condition precedent to the transference of the warranty to a third party as set forth above, Purchaser shall obtain from such third party a provision affording Seller and its suppliers the protection of the preceding sentence, and Purchaser indemnifies Seller from such liability if it fails to do so. Any action for breach of any of the foregoing warranties must be brought within two (2) years after the cause of action has accrued. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THIS LIMITED WARRANTY AND THE DAMAGES SET

FORTH HEREIN ARE EXPRESSLY AGREED TO BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO PURCHASER. No Seller representative has any authority to modify the foregoing warranties in any manner.

12. **LIQUIDATED DAMAGES**.
    12.1. Purchaser acknowledges that, in order to be able to fabricate and deliver the equipment in accordance with this agreement, Seller must, and will, be purchasing the basic "hull" of the equipment, the cost of which represents a substantial part of the total cost of the equipment, for which there will be no reasonable market. In the event of the cancellation or attempted cancellation of the contract or sale represented herein, even with the exercise of reasonable efforts, Seller will not be able to "cover" its loss from a default or cancellation of this Order, by selling or otherwise disposing of the "hull" to other persons or entities. Purchaser further acknowledges that, in the event of a default hereunder or attempted cancellation hereof, Seller will suffer immediate and substantial damages and losses, the exact amount and extent of which will be difficult, if not impossible, to measure with certainty or precision. Accordingly, and in order to provide a reasonable compensation and remedy to Seller, in the event of a cancellation or default hereunder, Seller shall be entitled to recover, and Purchaser hereby agrees to pay, liquidated damages in the amount of one hundred percent (100%) of the purchase price.
    12.2. Should the services being provided hereunder involve mobilization of employees and/or equipment, Purchaser shall pay to the Seller liquidated damages equal to one hundred percent (100%) of the associated mobilization and demobilization price.
    12.3. By execution and acceptance hereof, Purchaser and Seller each agree that the foregoing liquidated damages constitutes a reasonable practical agreement for attempting to compensate Seller for the losses and damages it will suffer in the event of a default hereunder and does not represent a penalty.
    12.4. Any and all amounts due, or which become due hereunder, shall bear interest at the rate of 10% per annum or at the maximum non-usurious rate provided by the laws of the state in which the Seller is located from their due date until paid, whichever sum is greater. If Purchaser shall default in the performance of its obligations hereunder, or the payment of any amounts due or to become due hereunder, and Seller shall place this agreement in the hands of an attorney for collection or enforcement, Seller shall also be entitled to recover any and all reasonable attorneys' fees and court costs expended by it.
13. **TERMINATION FOR PURCHASER'S CONVENIENCE**.
    13.1. Notwithstanding the provisions within section 10 above, this Order may be terminated by Purchaser in whole or in part at any time by a Change Order directing termination. All work in-process and other supplies identified to the terminated material shall be the property of Purchaser and disposed of according to its instructions. Purchaser shall in no event be required to pay termination fees in excess of the purchase price of any terminated material, equipment, or services. Except as expressly set forth in this section, Purchaser shall not be liable for any damages as a result of any termination including, without limitation, anticipated or lost profits, or special, incidental, or consequential damages. Seller shall continue performance of the Order to the extent it is not terminated.
14. **LIMITATION OF LIABILITY.**
    14.1. Seller's liability on any claim for loss or damage arising out of this agreement or from the performance or breach thereof or connected with the supplying of any good hereunder, or the sale, resale, operation, or use of any goods, whether based in contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allocable to such goods or part thereof involved in the claim, REGARDLESS OF CAUSE OR FAULT. THIS LIMITATION OF LIABILITY REFLECTS A DELIBERATE AND BARGAINED FOR ALLOCATION OF RISKS BETWEEN THE PARTIES AND CONSTITUTES THE BASIS OF THE PARTIES' BARGAIN, WITHOUT WHICH SELLER WOULD NOT HAVE AGREED TO THE PRICE OR TERMS OF THIS AGREEMENT. Seller shall not be liable for incidental, special, or consequential damages including, but not limited to, loss of profits or revenue, loss of use of the goods or any associated product, cost of capital, cost of substitute products, facilities, or service, downtime costs, or claims of customers of the Purchaser for such damages. Seller shall not, under any circumstance, be liable for any labor charges without its prior written consent.
15. **DISPUTE RESOLUTION.**
    15.1. Any dispute, controversy, or claim arising out of or related in any way to these terms and conditions of sale and/or any sale and purchase of products hereunder or any transaction contemplated hereby which cannot be amicably resolved by the Parties shall be commenced and maintained in any state or federal court located in the state and county in which the Seller is located. Both Parties hereby submit to the jurisdiction and venue of any such court. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM, OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.

16. **COMPLIANCE WITH LAWS.**
    16.1. Purchaser and Seller shall comply with all applicable international, national, state, regional, and local laws and regulations with respect to their performance of this agreement. Purchaser agrees to adhere to all applicable U.S. Export laws and regulations with respect to the products.
    16.2. Except as permitted under U.S. laws, any product(s) sold by Seller to Purchaser hereunder will not be sold, supplied, or delivered by Purchaser directly or indirectly to any party or destination that, at the time of such sale, supply, or delivery, is declared an embargoed/restricted party or destination by the government of the United States of America or by the United Nations. Within two (2) calendar days after Seller's request, Purchaser will provide Seller with appropriate documentation to verify the final destination of any product(s) delivered hereunder.
    16.3. Purchaser shall comply with applicable national and international anti-bribery rules, including the U.S. Foreign Corrupt Practices Act (FCPA), United Kingdom, and European Union, Organization for Economic Co-operation and Development (OECD) and Council of Europe anti-bribery rules. Purchaser shall not directly or indirectly solicit, receive, or offer any form of bribe, kickback, or other corrupt payment or thing of value to or from any person or organization, including government agencies or officials, companies, or personnel of those companies. Purchaser shall at all times keep complete and accurate books and records, and all records and information that Purchaser provides to Seller pertaining to this agreement shall be complete and accurate.
    16.4. Seller fully supports the aims and objectives of the Dodd-Frank Act on the supply of Conflict Materials. Seller shall not include Conflict Materials in any products sold by Seller.
17. **CONFIDENTIALITY.**
    17.1. All proposals, drawings, technical data, and other proprietary information (including information that constitutes a trade secret under applicable state law) disclosed or furnished by one Party to the other: (i) shall be kept confidential; (ii) shall remain the exclusive property of the Party furnishing or disclosing such information; and (iii) shall be returned to the Party furnishing such information upon request. The Parties agree that a violation or threatened violation of the provisions set forth in this term will result in irreparable harm to the non-defaulting Party, and, accordingly, the Parties agree that, in such event, the non-defaulting Party shall be entitled to institute judicial proceedings, seeking immediate injunctive relief (or similar equitable relief) against such violation or threatened violation without any requirement to post a bond as a condition of such relief, as well as damages at law as may be recovered by such Party, and the attorneys' fees it incurs in enforcing any of the covenants contained in this term.
18. **INFRINGEMENT.**
    18.1. Purchaser agrees that it will not induce Seller to use any patent, secret process, trade secret, know-how, drawings, plans, specifications, or other confidential knowledge or information belonging to any third party. Purchaser further agrees that it will defend, indemnify, and hold harmless Seller, its owners, officers, directors, employees, agents, affiliates, parent company(ies), and subsidiary(ies) against any damages, costs, expenses, or other liabilities (including reasonable attorneys' fees) arising out of, or relating to, any claim brought against Seller relating to the infringement (or alleged infringement) of any patent, trademark, or other form of intellectual property or any use by Seller of any secret process, trade secret, know-how, drawings, plans, specifications, or other confidential or proprietary knowledge or information belonging to any third party arising from the Seller's manufacture, use, or sale of any products or performance of services in accordance with any information, materials, specifications, drawings, plans, instructions, or samples furnished by Purchaser.
19. **GENERAL**.
    19.1. This agreement shall be construed in accordance with the laws of the state in which the Seller is located. All sales and warranties of goods or services hereunder will be EXW Seller's location Incoterms 2020. All terms and conditions of this sale, including all payments, are due, performable, and payable at Seller's address. All suits for the enforcement of any rights to either Seller or Purchaser as a result of this agreement or the sale reflected herein will be brought exclusively in a court of competent jurisdiction in the County and State in which the Seller is located.
    19.2. This Contract supersedes all oral and written communications between Seller and Purchaser, including, but not limited to, any representations, agreements, understandings, order forms, and confirmations of Purchaser or Seller and their respective agents, whether issued before or after this Contract. The provisions of this Contract cannot be waived, changed, modified, or terminated, except in writing signed by the Party against whom enforcement of any waiver, change, modification, or termination is asserted.
    19.3. Purchaser shall not assign or delegate any or all of its duties or rights hereunder without the prior written consent of Seller.
    19.4. This writing is intended by the Parties as a final expression of their agreement, and the Parties agree that there are no understandings, agreements, or representations, expressed or implied, not specified herein respecting this sale, and that this writing contains the entire agreement between Seller and Purchaser.

19.5. Any representation, affirmation of fact, or course of dealing, course of performance, promise, or condition in connection therewith or usage of trade not expressly incorporated herein, shall not be binding on either Party.

19.6. No waiver by Seller of any of Seller's terms, conditions, and warranties or any breach hereof shall constitute or be deemed to be a waiver of any such term or any such breach in any other case. No waiver shall be deemed to occur as a result of the failure to enforce any term or condition of these Seller's terms, conditions, and warranties.

19.7. Any action or proceeding relating to or concerning this Contract or any breach thereof must be commenced by Purchaser within one (1) year after the asserted claim or cause of action shall have accrued (whether or not the Party asserting such claim or cause of action had any knowledge or notice thereof), and if no action or proceeding is commenced within such one (1) year period, the Party in whose favor the claim or cause of action arises shall be deemed to have waived the same.

19.8. If any provision hereof shall be unenforceable, invalid, or void for any reason, such provision shall be automatically voided and shall not be a part of this agreement. The invalidity, in whole or in part, of any of the foregoing provisions will not affect the remainder of such provisions.

19.9. The Purchaser warrants and represents to Seller that it is not a consumer and is a merchant in the type of goods sold and that the goods or services represented by this sale are purchased for commercial purposes.

19.10. Following the termination of this Contract, any provision set forth herein which, by its very nature, is intended to survive any expiration or termination hereof, shall so survive, including without limitation, the provisions respecting ownership of work product, confidentiality, indemnification, limitation of liability, and governing law and venue.

19.11. To the maximum extent allowed by law, Purchaser agrees to release and hold Seller harmless and to indemnify Seller from all damages resulting from suits under the Texas Deceptive Trade Practices Act or other laws insofar as they include recovery for damages in excess of those allowed by this agreement and the Uniform Commercial Code as adopted by the state in which Seller is located.