



General Terms and Conditions - Purchase Order

1. These General Terms and Conditions (“Terms”) apply to and govern any Purchase Order (“Order”) issued by Buyer (“ChampionX”) to the vendor/party (“Supplier”) identified in the Order that is not otherwise governed by an executed Product Purchase Agreement, Services Agreement or other written and executed agreement between the parties. Capitalized terms shall have the meaning set forth herein or in the Order. In the event of a conflict between these Terms and the Order, the Order shall control. These Terms, the Order, and any attachment referenced and incorporated therein (collectively, “Contract Documents”) are the complete terms governing the sale and purchase of goods, materials and incidental services (collectively, “Products”) or provision of Services (“Services” and, collectively with Products, referred to as “Deliverables”) to ChampionX from Supplier. ChampionX objects to, rejects, and will not be bound by any additional or different terms in Supplier's documents and communications including any proposed terms of sale, order acknowledgements, bills of lading, shipping or delivery forms, terms contained on Seller’s website, emails or verbal communications. The Contract Documents may only be modified by a written amendment, identified as such, and signed by both parties.

2. **Acceptance; Purchase and Sale.** Supplier shall be deemed to have accepted the Order which shall be a binding contract for the sale of the Deliverables upon the first to occur of the following events:

- Supplier executing and delivering an acknowledgement of the Order to ChampionX;
- Supplier shipping or delivering the Products to ChampionX; or
- Supplier commencing the performance of the Services.

Upon acceptance of the Order, Supplier shall (a) sell and deliver to ChampionX the Products requested in the Order in the quantities specified therein; (b) meet the delivery dates specified in the Order; or (c) provide the Deliverables in accordance with the Contract Documents.

ChampionX affiliates may order Deliverables under an Order, and where appropriate, Supplier will direct its local affiliate to perform the obligations of Supplier. When a ChampionX affiliate issues an Order, Supplier agrees that it will directly, or indirectly through an affiliate, promptly fulfill the Order for the ChampionX affiliate in accordance with the terms of the Order; and (b) ensure that if a Supplier affiliate fills the order, the affiliate will abide by and perform all obligations under the applicable Order as if an assignee under the Contract Documents.

If an Order has been designated by ChampionX as a “continuing agreement” or “blanket purchase order,” then Supplier acknowledges and agrees that it shall not ship Products until receiving notice in writing from ChampionX which acts as an express “authorization or release to ship or perform” notice, which notice (a) specifically references this document’s order number as set forth on the face hereof, (b) states the quantity to be shipped hereunder, and (c) originates from ChampionX’s representative who shall state to Supplier the appropriate order number and sub-number, if any. ChampionX does not guarantee the purchase of any specific minimum quantity under a continuing agreement or blanket purchase order.

3. **Cancellation.** Prior to Supplier’s acceptance of the Order, ChampionX has a right to withdraw the Order with no further obligations to ChampionX. ChampionX may cancel all or any part of the undelivered portion of any pending and accepted Order at any time, and from time to time, without cause upon notice to the Supplier. In such event, cancellation charges will be limited to Supplier’s actual direct and incurred costs as of the cancellation date less the reasonable recoverable value in respect of any Products or partially completed Products which Supplier could reasonably obtain from a third party or the provision of Services performed up to the cancellation date. Upon such payment, all materials, special tools, and work in process will become the property of ChampionX. Supplier shall not be entitled to any consequential or indirect damages. In no event shall ChampionX be responsible or liable for Supplier's loss of actual or anticipated profits or loss of business nor for any other special, indirect or consequential damage arising out of or relating to the Order or from the performance, suspension, termination or breach thereof, whether based upon principles of equity, contract, tort (including, but not limited to, negligence) or otherwise. In addition to the foregoing, ChampionX may cancel the Order without liability at any time and immediately (a) upon Supplier's default under or breach of any Contract Document; (b) upon the cancellation, suspension or other revocation of licenses, permits or authorization necessary for Supplier to fulfill its obligations in accordance with the Contract Documents; (c) following any materially false or misleading statement, representation or claim by Supplier; and (d) immediately upon the filing by or against Supplier of any bankruptcy, receivership, assignment of the benefit of creditors or similar insolvency proceedings under federal or state law.



4. **Price and Payment.** All prices for Deliverables are quoted in and will be paid in USD unless specified in the Order. All Order prices are fixed for the duration of the Order and not subject to adjustment. ChampionX agrees to pay Supplier for the Deliverables in accordance with the prices set forth in the Order, which shall be inclusive of all taxes, fees or other charges. Supplier will not charge ChampionX miscellaneous fees including (but not limited to) handling, packing, crating, drayage, storage, and restocking without ChampionX's prior written agreement evidenced in the language of the Order.

Unless otherwise specified in the Order, all Products shall be shipped DDP (Incoterms 2020) to the point of delivery set forth in the Order, or at ChampionX's ship to location or facility, if no location is listed in the Order. Risk of loss and title shall pass upon ChampionX's receipt of the Deliverables. If specified in the Order, Supplier agrees to use only the carriers designated by ChampionX, and Supplier shall be responsible for any premium freight charges incurred as a result of Supplier's failure to meet any reasonable delivery date specified in the Order.

ChampionX by written change notice may make changes to the specifications, drawings, formulation or ingredients relating to the Deliverables, an Order, the place and time of delivery and the method of shipment or packing. If such changes reasonably cause a variance in the cost of furnishing the items covered hereby, an equitable adjustment in price or time shall be negotiated promptly and the order modified in writing accordingly. Any claim by Supplier for adjustment in price or time must be asserted in writing within 10 calendar days from receipt by Supplier of the change notice. Failure of Supplier to notify ChampionX of an increase in price or time shall constitute Supplier's agreement to perform such changes or other modifications without increase in price or time.

Supplier represents and warrants that it will sell Deliverables to ChampionX at the lowest or most favorable price it offers Deliverables of the same or similar quality to any other purchaser. If ChampionX receives a third party competitive offer to purchase Deliverables substantially similar to the Deliverables at terms overall more favorable than the terms in effect in the Order, ChampionX will give Supplier a written initial notice and ChampionX and Supplier shall thereafter discuss the matter and if agreement to meet the third party offer is not reached within five (5) calendar days after initial notice, then ChampionX may give Supplier written notice of termination of any pending Order without penalty or further obligation to Supplier other than for payment of Product already delivered or provision of Services rendered.

Payment terms are net 90 days after receipt and approval of Supplier invoice. ChampionX will not accept and will have no obligation to pay any invoice that is delivered 180 calendar days or more from the date of delivery of the Deliverables being invoiced and Supplier waives any equitable right or cause of action after such period. ChampionX may set-off from any amount due Supplier the amount of any claim ChampionX group may have against Supplier. All local, state and federal excise, sales or use taxes, when applicable, shall be stated separately on Supplier's invoices. Supplier shall be solely responsible for the payment of all local, state, and federal excises, sales or use taxes.

Supplier shall show all applicable cash discounts on all invoices. Supplier agrees that the period of time during which a cash discount will be available to ChampionX will be computed from the date that ChampionX receives the Deliverables purchased or the invoice for the Deliverables, whichever is later. Supplier acknowledges that if ChampionX deploys an electronic system for ordering and paying products or the provision of services from suppliers, Supplier agrees to cooperate with ChampionX and to accept Orders and payment through such system. Each Party is responsible for its own costs associated with meeting the above requirement.

5. **Manufacturing and Service Standards.** Supplier agrees to follow good manufacturing and service practices in the production of the Deliverables so that the Deliverables are of high quality, and comply with all applicable industry or governmental manufacturing, engineering and safety laws, regulations and requirements, whether state, local, national or federal. Supplier will comply with any reasonable request by ChampionX regarding manufacture of the Deliverables pursuant to any special drawings, plans, specifications or other requirements of ChampionX. With respect to Services involving the presence of Supplier's employees or contractors on the premises of ChampionX, Supplier shall comply with all of ChampionX's safety and security procedures and shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such Services. In consideration of being permitted upon the property of ChampionX Group, where Supplier Group may be exposed to industrial activities and to areas which otherwise may pose a risk of injury to person and property, Supplier, for itself and Supplier Group, to the maximum extent allowed by law, releases, waives, discharges, defends, indemnifies and holds ChampionX Group harmless from all damages, losses, liabilities, claims, proceedings, costs and expenses (including attorneys' fees) arising out of or related to loss or damage to Supplier Group property or injury or death to Supplier Group personnel while upon or in transit to or from the property of ChampionX Group,



EVEN IF CAUSED IN WHOLE OR IN PART BY THE SOLE OR CONCURRENT NEGLIGENCE OF CHAMPIONX GROUP, EXCEPT TO THE EXTENT CAUSED BY CHAMPIONX GROUP GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

6. ***Quality Standards.*** Subject to section 5 above, ChampionX expects to receive defect free (as defined in ChampionX's Suppliers Quality Rating Program) Deliverables 100% of the time. All Deliverables are subject to ChampionX's final inspection and acceptance on delivery. If rejected, the Deliverables will be held for disposal at Supplier's risk and expense for Products or reperformed at no cost for Services. No inspection, acceptance of any part or all of the Deliverables, or any payment shall relieve Supplier from responsibility for furnishing Products and Services conforming to the requirements of the Order, nor prejudice any claim, right or privilege ChampionX may have for defective or unsatisfactory Deliverables, or delays in delivery or other non-compliance with the Order. Our Order Number must appear on Invoice, B/L Bundles, Cases, Packing List and Correspondence. For products where an engineering drawing is referenced, a Certificate of Conformance (COC) is required to accompany each shipment.

Supplier shall give sufficient prior written notice to ChampionX of any change(s) in raw materials, specifications, manufacturing processes, manufacturing locations, or test methods for mutual assessment of the probable effect on ChampionX's process or Product performance. Supplier shall not implement such changes until Supplier has obtained prior written consent from ChampionX.

ChampionX reserves the right to inspect and reject nonconforming Deliverables. Payment for Deliverables will not constitute acceptance by ChampionX. Supplier will not replace nonconforming Deliverables without ChampionX's prior consent. Products are also subject to inspection and testing at Supplier's plant. If a Product is rejected as nonconforming, return shipping shall be at Supplier's sole cost and risk and Supplier shall promptly provide a refund for any payments made for such Products.

Supplier shall provide a certificate of analysis with each shipment of Products. Records of all quality procedures and test data employed by the Supplier and samples of each lot shipped shall be retained and made available to ChampionX for a period of two (2) years after delivery of Product.

7. ***Warranty.*** In addition to any implied warranties and any warranties set forth in any Contract Document, Supplier represents and warrants that the Deliverables will: (a) meet the specifications set forth in the Order, Contract Documents or otherwise agreed by the parties in writing; (b) be free from all defects in design, workmanship and materials; (c) be of merchantable quality; (d) be fit for a particular purpose if specifically set forth in the Contract Document or otherwise its ordinary purpose in commerce; (e) be transferred with good title free from all third part interests; and (f) be manufactured, stored, packaged and shipped in a professional and workmanlike manner. Supplier warrants that ChampionX's purchase, use or sale of the Product or Services shall be free of any claims of infringement on intellectual property rights. Payment will not constitute approval or acceptance by ChampionX and ChampionX's right of inspection shall survive payment. ChampionX reserves the right to return or have reworked, at Supplier's expense, any defective or nonconforming Deliverables or shipments received or provided contrary to the Contract Documents. If requested by ChampionX, Supplier will correct or replace at Supplier's expense the defective or nonconforming Deliverables within 30 days after notice to Supplier of such defect or nonconformity, and all costs incurred in transporting the Products from ChampionX to Supplier and return shipment to ChampionX will be borne by Supplier. This warranty will then apply to the corrected or replaced Deliverables. Alternatively, at ChampionX's option, ChampionX may repair or correct the defective or nonconforming Deliverables at Supplier's expense. Rejected or nonconforming Deliverables will not be deemed delivered on-time unless corrected or replaced Deliverables are delivered within the on-time period applicable to the original Order. If Deliverables are delivered directly to a third party, including a customer of ChampionX, then such third party shall have the same warranty and inspection rights as ChampionX.

8. ***Supplier Obligations.*** Supplier shall:

- Now have and will maintain in full force and effect during the performance of each Order all licenses, permits, authorizations and the like required for the manufacture, handling, storage and disposal of the raw materials and Deliverables and the performance of the any ancillary services hereunder.
- At no additional fee or cost to ChampionX, provide reasonable and customary consultation and technical advice as requested by ChampionX Group regarding the application and use of the Deliverables. If Supplier Group performs services related to or in addition to supplying Deliverables, title to the work from such services shall pass upon delivery and acceptance to ChampionX.



- Notify ChampionX in writing immediately upon the occurrence of any event which would render the covenants, representations and warranties herein incorrect.

9. *NDA/IP Ownership.*

“Affiliate” means a person or an entity that directly or indirectly controls, is controlled by, or is under common control of a Party. “Control,” “controlled,” “controls” or “controlling” means direct or indirect beneficial ownership of more than fifty percent (50%) of the voting or income interest in such person or entity, or of the power to direct or cause the direction of management, policies, or activities of a person or entity, whether through the ownership of voting securities or other interest, by contract or otherwise.

“Confidential Information” means information or data that ChampionX provides or has previously provided to Supplier in writing, orally, electronically, by drawings or inspection of, for example, products, data, equipment or other tangible or intangible disclosures made by ChampionX to Supplier (whether or not obtained prior to, on, or subsequent to the date of this Agreement) including and related to, but not limited to, discoveries, concepts, ideas, inventions (whether patentable or not), original works of authorship, formulae, products or product properties, product uses or applications, processes, services, research and development, policies and practices, technical information, samples, materials, manufacturing processes, procedures, methods, models, unit operations, designs, layouts, equipment and equipment-related information, specifications, drawings or graphics, flow charts, market research, plans including engineering plans, marketing, business, projects, costs, pricing, test methods and results, experimental data, finance and accounting, sales, forecasts, strategies, proposals, customers, suppliers, software, source code, algorithms, computer programs, digital technology, images, legal information, agreements, transactions, work-in-progress, databases, know-how, other Intellectual Property, data, and information developed as part of the Supplier’s work under the Order.

“Intellectual Property” means all intellectual property throughout the world, including all U.S. and foreign (i) patents, patent applications, invention disclosures, and all related continuations, continuations-in-part, divisionals, provisionals, renewals, reissues, re-examinations, additions, extensions (including all supplementary protection certificates), (ii) trademarks, service marks, names, corporate names, trade names, domain names, logos, slogans, trade dress, design rights, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (iii) copyrights and copyrightable subject matter, (iv) rights in computer programs (whether in source code, object code, or other form), algorithms, databases, compilations and data, technology supporting the foregoing, and all documentation, including user manuals and training materials, related to any of the foregoing, (v) trade secrets and all other confidential information, ideas, know-how, inventions, proprietary processes, formulae, models, and methodologies, and (vi) all applications and registrations for the foregoing.

All Intellectual Property, together with all materials, data, writings and other tangible or intangible property in any form whatsoever, which is provided or has been previously provided to Supplier by or on behalf of ChampionX, and which was owned or controlled by ChampionX and/or its Affiliates prior to being provided to or used by Supplier, shall remain owned or controlled by ChampionX (the “Customer Property”). Without limiting the foregoing, ChampionX hereby grants to SUPPLIER a limited, non-exclusive license to use any ChampionX Property solely in connection with Supplier performing its obligations hereunder. Supplier shall not acquire any other right, title or interest in or to the ChampionX Property as a result of its performance hereunder. No license under or title to any invention, patent, trademark, trade name or other Intellectual Property or other rights or interests in the ChampionX Property now or hereafter owned by or controlled by ChampionX is granted either expressly, by implication, estoppel or otherwise by this Addendum.

The license granted herein does not grant to Supplier any ownership, title or interest in the ChampionX Property. Supplier shall not (i) sell, lease, sublicense or distribute any rights of use in the ChampionX Property or any part thereof; (ii) attempt to reverse engineer, decompile, or disassemble the Customer Property, or any part thereof; (iii) represent that it possesses any proprietary interest (other than the license rights herein) in the ChampionX Property; or (iv) use the name, trademarks, trade-names, and logos of ChampionX, except as set forth herein.

Supplier agrees that Confidential Information shall be held in strict confidence by Supplier and shall be used only in the performance of Supplier’s obligations hereunder. Such Confidential Information shall remain the property of ChampionX and/or its affiliates and shall be returned to ChampionX at the conclusion of work contemplated by the Order. Supplier further agrees that no Confidential Information supplied, or information derived from such Confidential Information will be



commingled with other technology either known to Supplier or obtained from other parties in the past or future for any purpose other than in connection with Supplier's performance under the Order. Supplier's obligations hereunder shall terminate three (3) years from the date the work under the Order is completed, except for Confidential Information which constitutes a trade secret of ChampionX, as to which Confidential Information the obligations hereof will continue so long as ChampionX maintains the trade secret nature thereof.

Supplier and/or Supplier's subcontractors acknowledge that any and all inventions, discoveries, improvements, or creations which Supplier or subcontractors may conceive or make in the performance of the Order, whether individually or jointly with others, shall be the sole and exclusive property of ChampionX. Supplier agrees to execute any and all documents which may be deemed necessary by ChampionX in its sole discretion to evidence such ownership, and further agrees to cooperate fully in the filing and/or prosecution of any Intellectual Property related to such inventions, discoveries, improvements or creations. Supplier further agrees to make prompt written disclosure to ChampionX of each such invention, discovery, improvement, or creation specifically pointing out features or concepts that Supplier believes to be new or different. Supplier agrees that all copyrightable works created in connection with the performance of the Order shall be the sole and exclusive property of ChampionX. To the extent that such works are not deemed to be "works for hire," Supplier hereby assigns all proprietary interests, including copyrights, in those works to ChampionX, without further compensation.

Upon reasonable prior notice to Supplier, ChampionX shall have the right to audit and inspect Supplier's relevant business records regarding the Order (including this Addendum) and Supplier's compliance herewith.

The Parties agree that, in the event of breach or threatened breach or intended breach of the section, ChampionX, in addition to any other rights and remedies available to it at law or in equity, may seek injunctive or equitable relief without the necessity of posting bond or proving that it has no adequate remedy at law.

10. **Indemnification.** Supplier agrees to indemnify, defend and hold harmless ChampionX, its affiliates and assigns, and their respective employees, officers, directors, managers, agents and representatives ("Group") (each, an "Indemnified Party"), from and against any and all suits, claims, actions, proceedings, costs, losses, expenses (including fines and penalties, settlement awards and attorneys' fees), liabilities and damages (including, without limitation, damages relating to injury or death of any person or destruction of any property, real or personal) arising out of, connected with, or resulting in whole or in part (a) any acts, omissions or negligence of Supplier, its subcontractors or other personnel under or in connection with the Contract Documents; (b) Supplier's breach of any of the terms and conditions, covenants, representations, warranties or other provisions contained in any Contract Document of the Order, (c) defects in the Product, (d) a claim that manufacture, sale or use of the Deliverables infringes or violates any patent, trade secret or intellectual property right; and (e) any and all lien notices, lien claims, liens, encumbrances, security interests, or other lien rights of any kind filed by any party including, without limitation, any subcontractor, which in whole or in part are based on any work, goods, services, material or equipment provided or to be provided under any Contract Document. The term "affiliate" as used herein shall mean, with respect to either party, any other entity controlling, controlled by or under common control with such party.

11. **Time is of the essence.** "Force Majeure Event" means any of the events described in clause (a) below that are beyond the control of an affected party and which prevent the performance of any of the affected party's obligations after that party has taken every reasonable step, including reasonable expenditures of money, to remedy the impact of the event: (a) events that may give rise to a Force Majeure Event are limited to the following: (i) earthquakes, hurricanes, fires, storms, tidal waves, floods or other physical natural disasters; (ii) acts of war (whether declared or undeclared), terrorism, riot, civil war, blockade, insurrection or civil disturbances; (iii) acts of a governmental entity, agency or other local authority that prevent or make unlawful a party's performance; and (iv) strikes or labor disputes at the national level, but excluding any strike or dispute which is specific to the performance of this Order; (b) the parties confirm that Force Majeure Events do not include any of the following events: (i) the mere shortage of or inability to obtain labor, equipment, materials or transportation which is not itself caused by a Force Majeure Event; (ii) the insolvency or change in economic circumstances of the affected party, and (iii) change in market conditions. Subject to compliance with this Section, neither party is liable for any delay in performing or failure to perform its obligations (excluding indemnification obligations and the obligation to pay undisputed invoices) if and to the extent that the delay or failure is caused by a Force Majeure Event. A party is excused from its performance obligations that are prevented by a Force Majeure Event for as long as the Force Majeure Event continues. If a party seeks relief from its obligations to perform, it shall: (1) give prompt notice to the other party, which must include all of the following information: (A) the event that the party considers constitutes a Force Majeure Event and its likely effect on the performance of obligations; (B) a good faith estimate of the duration of the Force Majeure Event; and (C) the actions being taken (or proposed to be taken) to satisfy this Section; (2) make all reasonable efforts, including expenditure of money, to overcome



the Force Majeure Event and to mitigate its effects; (3) if the Force Majeure Event continues, give periodic notices with a frequency as directed by ChampionX; and (4) give the other party prompt notice of the conclusion of the Force Majeure Event and resume performance as soon as reasonably possible after its conclusion. ChampionX has no obligation to make payments to Supplier for Product which Supplier is unable to deliver or services it is unable to perform because of a Force Majeure Event. If there are Product shortages due to a Force Majeure Event, Supplier will allocate Product in such a manner that ensures ChampionX at least the same proportion of Supplier's total output of Product as was purchased by ChampionX prior to such force majeure. In the event of non-delivery, ChampionX may procure the Product from third parties and/or may terminate any pending Order in whole or in part without penalty.

12. **Remedies.** In addition to each party's rights and remedies herein, together with all rights and remedies available under the law, if a party breaches any of its obligations under this Order, and does not remedy such breach within thirty (30) calendar days following written notice from the other party, then the non-breaching party may, if (a) Supplier, terminate any pending Order, or (b) ChampionX, (i) reject any Deliverables related to such breach (ii) obtain Deliverables related to such breach from other sources, or (iii) terminate any pending Order.

13. **Tools.** If applicable, any tools, dyes, molds, and patterns of all kinds manufactured or purchased for ChampionX and held by Supplier for making ChampionX's parts must be repaired, renewed and fully insured by Supplier against possible loss or damage and, to the extent feasible, Supplier shall mark or otherwise appropriately identify such items as ChampionX's property. Supplier shall protect and indemnify ChampionX from any loss or damage to such items. The reasonable cost of changes in such items necessary to effect design or specification changes ordered by ChampionX shall be paid by ChampionX. ChampionX may take possession of and title to any such items that are special for the production of ChampionX's parts and goods covered by an Order upon ChampionX's demand and payment to Supplier of the unamortized cost thereof; provided, however, no further payment to Supplier shall be required if ChampionX previously paid for or reimbursed Supplier for the reasonable cost of the items.

14. **Chemical Substance Mixtures.** With regard to Products which are chemical substances or mixtures, Supplier represents and warrants that: (a) it will promptly supply ChampionX with safety data sheets ("SDS"); (b) will promptly advise ChampionX of any specification changes; (c) will provide ChampionX with any special storage or handling requirements for the Products; (d) unless exempt, all chemical substances are included in the Toxic Substances Control Act ("TSCA") (15 U.S.C. 2601 et seq.) inventory list, and if applicable the European Inventory of Existing Commercial Chemical Substances (EINECS) or the European List of Notified Chemical Substances (ELINCS); (e) Supplier has informed ChampionX of any TSCA restriction governing the use of said chemical substance, including, but not limited to, proposed or final significant new use rule (SNUR) restrictions; and (f) Supplier will continue to provide ChampionX with an updated SDS for at least twelve (12) months after ChampionX has ceased purchasing said Product. Prior to storing, processing, or handling materials belonging to ChampionX, Supplier represents that it shall take such measures as are appropriate to ensure that the equipment to be used therefor is clean, safe, sound, and otherwise adequate (a) to prevent any casualty regarding such materials, (b) to prevent any contamination, deterioration, loss, or escape thereof and (c) to accomplish the storage, handling, processing, transportation, and delivery thereof as required of Supplier.

15. **Conflict Minerals.** All Products supplied by Supplier to ChampionX that contain cassiterite, columbite-tantalite (coltan), wolframite and their derivatives (including tin, tantalum and tungsten) and gold are only from sources that are not known by Supplier after due inquiry to directly or indirectly finance or benefit armed groups or conflict, including in the Democratic Republic of the Congo or any adjoining country. In addition, Supplier agrees (a) to maintain, record and provide to ChampionX on request, traceability data and other information that ChampionX may request in order to facilitate compliance with the U.S. Conflict Minerals Rule and any other similar law, rule or regulation adopted in the future, (b) to comply with ChampionX's Policy Statement on Conflict Minerals, which is available at www.ChampionX.com, (c) to adopt and maintain policies, due diligence frameworks and management systems that enable ChampionX to comply with its obligations under the Conflict Minerals Rule and any other similar law, rule or regulation adopted in the future, including policies, frameworks and systems as contemplated by the Organization for Economic Co-operation and Development's Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, and (d) that ChampionX shall retain the right to conduct audits of Supplier to evaluate Supplier's compliance with ChampionX's standards, policies and procedures regarding conflict minerals.

16. **Code of Conduct.** Supplier agrees to comply with ChampionX's Supplier Code of Conduct and Anti-Human Trafficking Policy, available at www.ChampionX.com. Supplier agrees to adopt, implement and impose compliance requirements equal to or more stringent than ChampionX's which will be applicable to Supplier's dealings with its



subcontractors, suppliers, vendors and third parties.

17. **Compliance.** Pursuant to United States Presidential Executive Order 13224 and related regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, U.S. persons and entities are prohibited from transacting business with persons or entities who, from time to time, are determined to have committed, or to pose a risk of committing or supporting, terrorist acts, narcotics trafficking, money laundering and related crimes. Those persons and entities are identified on a list of Specially Designated Nationals and Blocked Persons (the "List"), published and regulated by OFAC. The names, including aliases, of these persons or entities ("Blocked Persons") are updated frequently. Supplier hereby represents and warrants that it is in full compliance with the U. S. Patriot Act and that neither Supplier nor any of its affiliates or subcontractors nor any of their affiliates, shareholders, employees, officers or directors has been designated as a "specifically designated national and blocked person" on the most current List published by OFAC at its official website and Supplier and its affiliates and subcontractors are currently in compliance with and will at all times during the performance of any Order (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control of the Department of the Treasury and any related statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) or other similar governmental action relating thereto. Neither Supplier nor any of its affiliates, subsidiaries, respective shareholders, beneficial owners of non- publicly traded shareholders, are directly or indirectly owned or controlled by the government of any country or person that is subject to an embargo or economic or trade sanctions by the United States government, and neither Supplier nor any of its affiliates, subsidiaries, respective shareholders, beneficial owners of non-publicly traded shareholders is acting on behalf of a government or person of any country that is subject to such an embargo, and neither Supplier nor any of its affiliates, subsidiaries, respective shareholders, beneficial owners of non-publicly traded shareholders is involved in business arrangements or otherwise engaged in transactions with countries or persons subject to economic or trade sanctions imposed by the United States government in violation of such sanctions.

Each party represents and warrants that its performance, including in the case of Supplier the design, manufacture, packaging, shipment or other treatment of any Deliverables or performance of any ancillary services, shall be in compliance with any and all applicable federal, state and local laws, rules, regulations and executive orders for all applicable jurisdictions in which the Products and/or services are produced, provided, received and/or used, including, but not limited to, all applicable environmental laws, the Fair Labor Standards Act of 1938, the U.S. Foreign Corrupt Practices Act, REACH, and the GDPR. Supplier agrees to provide ChampionX with any reasonable assistance required for ChampionX's compliance with this Section.

18. **Trade Compliance.** Supplier shall provide ChampionX with (a) the Export Control Classification Number ("ECCN") or any analogous classification under any other applicable law, (b) the Harmonized Tariff Schedule number or Common Customs Tariff Classification, as applicable, manufacturer's affidavits, applicable free trade agreement ("FTA") certificates, and any other documents or information ChampionX may require to comply with international trade regulations or to lawfully minimize duties, taxes, and fees, (c) FTA certificates for all Products that qualify under one or more FTAs, and (d) Country of Origin, as well as country of origin marking requirements. Supplier shall provide ChampionX all information necessary to substantiate the Products' qualifications under an FTA. Supplier shall exert reasonable efforts to qualify the Products under FTA. If a Product is imported into the USA and duty paid before sale to ChampionX hereunder, then Supplier will be responsible for the proper importation of such Product. Supplier shall furnish a properly completed Certificate of Delivery of Imported Merchandise (Customs Form 7552) immediately upon delivery of said Product and shall comply with any other reasonable requests for information which may be necessary to enable ChampionX to claim duty drawback on the Products purchased.

19. **Assignment.** Except for (a) a transfer by ChampionX of all or substantially all of the business to which pending Orders apply, whether by merger, asset sale or other transfer to a third party, or (b) an assignment or other transfer of pending Orders to a ChampionX affiliate, neither of which require Supplier consent, neither party may assign, delegate, or transfer its rights or duties under pending Orders without the prior written consent of the other party. If Supplier undergoes a change of control, whether by merger, sale of stock, sale of assets or otherwise, and whether voluntary or involuntary, and by operation of law or otherwise, then ChampionX may immediately terminate any pending Order on written notice to Supplier. Subject to the foregoing, the benefits and obligations of pending Orders shall inure to and be binding upon each parties' successors and assigns.

20. **Insurance.** Supplier shall provide a policy or policies of insurance in form and in coverage amounts satisfactory to ChampionX insuring any ChampionX's property on Supplier's premises, including, without limitation, Deliverables, any



special tools, dyes, patterns, other manufacturing aids, or replacements thereof, against loss or damage resulting from fire (including extended coverage), accident, malicious mischief and vandalism. Supplier shall place and maintain such policies of general liability and product liability insurance with limits of at least \$2 million per occurrence and \$5 million in the annual aggregate and other insurance as may be necessary to protect ChampionX Group against any and all claims for damages arising by reason of property damage, personal injury or death proximately caused by the acts and omissions of Supplier Group or the Deliverables supplied hereunder by Supplier Group. Promptly upon Supplier's receipt of ChampionX's request, Supplier shall provide ChampionX a certificate of insurance evidencing such coverages, waiving any right of subrogation in favor of Supplier against ChampionX and naming ChampionX as an additional insured and/or loss payee and stating that such insurance is primary and non-contributory as regards to any insurance carried by ChampionX. Supplier shall notify ChampionX within thirty (30) calendar days after any reduction, denial or termination of coverage or claim against such policies. Supplier shall require its insurance carriers to furnish insurance certificates to ChampionX annually upon renewal if shipments or performance hereunder extends for more than one (1) year after the date hereof.

21. **Dispute.** The parties hereto will attempt in good faith to resolve through negotiation any dispute or controversy arising out of or relating to this Order ("Dispute"). If the Dispute is not resolved within thirty (30) calendar days, then either party to the Dispute may submit the Dispute:

- a. Where this Order is entered into by a Buyer entity registered in North or South America (the "Americas"), this Agreement shall be governed by and construed under the laws of the State of Texas excluding conflicts and choice of laws principles. Any claim or controversy arising out of or related to such Agreement or any breach hereof shall be submitted to a federal or state court of applicable jurisdiction in Harris County, Houston, Texas, and each Party hereby agrees to irrevocably submit itself to the exclusive jurisdiction of each such court in any such action or proceeding and waives any objection it may now or hereafter have to venue or convenience of forum.
- b. Where this Order is entered into by a Buyer entity not registered in the Americas, this Agreement shall be governed by and interpreted in accordance with the laws of with the laws of England and Wales, excluding conflicts and choice of law principles. The Parties agree that The Contracts (Rights of Third Parties) Act 1999 as amended shall not apply to the Agreement. Any claim or controversy arising out of or related to such Agreement or any breach hereof shall be referred to and finally resolved by arbitration under the Arbitration Rules of the LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this Section 14. The number of arbitrators shall be three (3). The seat, or legal place, of arbitration shall be London, England, and shall be conducted in the English language. Judgment upon any award may be entered in any court having jurisdiction thereof.

22. **Other Provisions.** The remedies set forth herein will be cumulative and additional to any other remedies allowed in law or in equity. No waiver of a breach of any of these terms and conditions will constitute a waiver of any other breach. Notice and other correspondence related to this Order shall be in writing directed to the titles and addresses stated on the Order. Supplier is an independent contractor and not an agent or employee of ChampionX.

23. Supplier agrees that it will notify ChampionX in writing immediately upon the occurrence of any event which would render the covenants, representations and warranties herein incorrect.

24. The provisions of the United Nations Convention on Contracts for the International Sale of Products, and the 1974 Convention on the Limitation Period in the International Sale of Products, as amended by the 1980 Vienna Protocol are expressly excluded in all respects.