

ChampionX Artificial Lift Products, Rentals and Services
STANDARD TERMS AND CONDITIONS OF SALE

1. TERMS AND CONDITIONS, PURCHASE ORDERS, ACCEPTANCE.

These Standard Terms and Conditions of Sale (“**Terms and Conditions**”), physically or electronically attached or in which they are incorporated by reference, shall apply to all applicable purchase orders, signed Quotations or other purchasing documents (“**Purchase Order(s)**”) submitted by a customer identified in the Purchase Order(s) (“**Customer**”) to any SEC segment of ChampionX identified on the applicable Quotation or Purchase Order(s) as the company from which the Products are rented or sold, or from which the Services are performed, or, if such reference does not appear on the quotation or Purchase Order(s), the entity to which the Products, Rental or Services are invoiced from (each a “**Supplier**”). These Terms and Conditions are hereby incorporated into and shall exclusively govern the sale or provision of any Products, Rentals or Services (individually or collectively, as applicable, “**Work**”) by Supplier. The lack of objection by Supplier to any additional, modifying or deleting provisions contained in any Purchase Order(s) or other communications or documents from Customer shall not be construed either as a waiver of any terms of these Terms and Conditions or as an acceptance by Supplier of any deviation from any terms of these Terms and Conditions, and any additional or different terms already or hereafter proposed by Customer, whether in Purchase Order(s) or other communication or otherwise, are hereby rejected and shall not apply unless specifically agreed to in writing specifically amending these Terms and Conditions by an authorized representative of Supplier. Customer shall be deemed to have accepted and agreed to these Terms and Conditions by purchasing, receiving, or paying for any Work from Supplier. Purchase Order(s) shall become binding on Customer upon issuance of the Purchase Order(s) but Purchase Order(s) shall become binding on Supplier only after Supplier has accepted such applicable Purchase Order(s) either by way of a written order acknowledgment issued by Supplier to Customer (“**Acknowledgment**”), submission of an invoice to the Customer by the Supplier or by Supplier’s performance of the Purchase Order(s). Purchase Order(s) together with these Terms and Conditions, a written quotation submitted by Supplier (“**Quotation**”), if any, and the Acknowledgment, if any, are collectively referred to herein as the “**Agreement**”. The Purchase Order(s) is incorporated in the Agreement only to the extent of specifying the nature and description of the Work and then only to the extent consistent with the Quotation or Acknowledgment. In the event of any conflict between a Quotation and an Acknowledgment, the Acknowledgment shall prevail.

2. CONFLICTING MSA.

In the event of any conflict between these Terms and Conditions and any Master Service Agreement, Distributor Agreement or other related sale agreement (each, an “**MSA**”) entered into between Supplier and Customer, the Terms and Conditions of the MSA shall control until the MSA expires or is terminated according to its terms, unless otherwise expressly provided in these Terms and Conditions.

3. DEFINITIONS.

As used in this Terms and Conditions, the following terms shall have the meanings set forth below:

“**Affiliate(s)**” shall mean any Person controlling, controlled by, or under common control with a Party. The term “control” as used in the preceding sentence means, with respect to a corporation, the right to exercise, directly or indirectly, more than fifty percent of the voting rights attributable to the shares of the controlled corporation, and with respect to any Person other than a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of such Person’s management or policies.

“**Availability Notice**” shall mean the written notice provided by Supplier to Customer that the Products are available for shipping at the delivery point.

“**Claims**” shall mean all claims, losses, damages (including, but not limited to, Consequential Damages (as defined below)), demands, causes of action, lawsuits, proceedings, spousal and survivor’s actions, fines, penalties, taxes, judgments, liens, encumbrances, costs, obligations (including indemnities), and liabilities of every kind and character, under common law, equity, statute, or otherwise, whether based in tort, contract, or statutes, that may or could be asserted, including, without limitation, actions in rem or in personam, civil or criminal actions, claims and/or causes of action based on negligence, gross negligence, malice, intentional acts or omissions, intentional infliction of emotional distress, equitable relief, joint and several liability, vicarious liability, personal and/or bodily injury, property damage, mental anguish, illness, death, past or future loss of wages or earning capacity, strict liability, and/or wrongful death, and all reasonable costs, expenses, and fees related to investigation, settlement, defense and litigation, including court costs, attorneys’ and experts’ fees, arising out of, related to, or in any way connected with these Terms and Conditions, any Purchase Order(s) or the Work.

“**Confidential Information**” shall mean the terms of this Agreement; any technical, process, proprietary, economic, or non-public information derived from Work; or drawings, models, specifications, volumes, formulas or compositions, software, computer programs and any other data and/or information that Supplier has furnished or made available in connection with these Terms and Conditions and that a reasonable person would consider confidential regardless of marking.

“**Consequential Damages**” shall mean (i) consequential, punitive, exemplary, special, incidental or indirect loss under the governing law of the Agreement; and (ii) loss and/or deferral of production, loss of product, loss of business or business opportunities, loss of use, loss due to business interruptions, production unit, facility, equipment, vessel, spread and personnel downtime or standby time, loss of data, loss of revenue, profit or anticipated profit (if any); in each case whether direct or indirect to the extent these are not included in (i), and whether or not foreseeable at the effective time of any Purchase Order(s) which these Terms and Conditions govern.

“**Customer Data**” shall mean data generated by the data logging functionality provided by Customer or otherwise collected in relation to the Work.

“**Customer Group**” shall mean the following entities and Persons individually and collectively: Customer, Customer’s co-venturers, co-owners, partners, joint venturers, co-lessees, co-working interest owners, lessors, Customer’s other customers and end users, and its and their respective Affiliates; its and their suppliers, vendors, contractors and subcontractors of any tier (excluding Supplier Group), and the agents, representatives, consultants, servants, directors, officers, assigns, managers, members, shareholders, employees, and invitees of all of the foregoing.

“**Defend**” shall mean the obligation of the indemnifying party at the indemnifying party’s election (i) to defend the indemnified party at the indemnifying party’s sole expense or (ii) to reimburse the indemnified party for the indemnified party’s reasonable expenses incurred in defending themselves; provided, in each case, that (a) the indemnified party shall notify the indemnifying party without undue delay and in writing upon

ChampionX Artificial Lift Products, Rentals and Services
STANDARD TERMS AND CONDITIONS OF SALE

receipt of any Claim, or upon the filing of any such Claim, whichever first occurs, and shall afford the indemnifying party full opportunity, at indemnifying party's option and expense, to answer such Claim or threat of suit, to assume the control of the defense of such suit, or to settle or compromise same, and (b) each indemnified party shall provide all information and assistance reasonably requested by the indemnifying party to handle the defense or settlement of such claim. Notwithstanding the indemnifying party's election of option (i) above, an indemnified party shall be entitled to participate in its defense at the indemnified party's sole cost. The indemnifying party shall not consent to entry into judgment or enter into any settlement that admits liability of an indemnified party, provides for injunctive or other non-monetary relief affecting an indemnified party, or that does not include as an unconditional term the giving by each claimant or plaintiff to the indemnified party of a release from all liability with respect to such claim. The indemnifying party's liability to Defend shall be reduced to the extent that the indemnifying party is actually prejudiced by the indemnified party's failure to give notice promptly after the indemnified party learns of such claim or by the indemnified party's failure to cooperate as set forth herein.

"Delivery Date" shall mean the delivery date set forth in the Purchase Order.

"Digital Services" shall mean collectively, (i) the Services related to Products to collect data, (ii) analyzing Customer Data and creating reports from Customer Data, and suggesting optimization of Products as a result of such analysis, (iii) providing or making available Customer Data to Customer at the Portal or other equipment and, when applicable providing Customer with access and use of the Portal for such purpose, and (iv) any other or additional Services related to monitoring of Products as and to the extent Customer agrees to purchase such services from Supplier in the Agreement, all in accordance with these Terms and Conditions.

"Group" shall mean either Customer Group or Supplier Group.

"Intellectual Property" shall mean all confidential or proprietary information or rights, including inventions (whether patentable or not), know-how, discoveries, ideas, expertise, trade secrets, data, information and materials, computer programs, formulae or compositions, designs, methods and/or processes, business plans and strategies, patents, copyrights, trademarks, and feedback.

"Log-In Information" shall mean a unique username and password utilized by Customer to access a Portal.

"Party" and **"Parties"** shall mean either Customer or Supplier individually and both Customer and Supplier, collectively.

"Person" shall mean any legal or governmental entity, or any natural person.

"Portal" shall mean the website that Customer accesses specific monitoring data and information.

"Product(s)" shall mean any Supplier branded goods, materials, tools, supplies, products, software and/or equipment sold by Supplier to Customer under any Purchase Order(s) governed by these Terms and Conditions. To the extent the Affiliate Products have additional terms and conditions, it can be found at www.championx.com/tac.

"Rental(s)" shall mean Supplier branded goods, materials, tools, supplies, products, and/or equipment (excluding consumables) that Customer pays Supplier for the right to use for a specific duration of time.

"Rental Fee" shall mean the monthly charge paid by Supplier to Customer specified in the applicable Order when Customer elects the Rental option for the use of Products.

"Service(s)" shall mean the Work and services furnished by Supplier to Customer pursuant to any Purchase Order(s). The term Services does not mean or include Products and Rentals.

"Service Fee" shall mean the monthly charge paid by Customer to Supplier specified in the Purchase Order for the functionality, communication capabilities, and data management services of Products.

"Supplier Group" shall mean the following entities and Persons individually and collectively: Supplier and its respective Affiliates, its and their contractors and subcontractors of any tier, and the agents, representatives, consultants, servants, directors, officers, assigns, managers, members, shareholders, employees, and invitees of all of the foregoing.

"Supplier Intellectual Property" shall mean Intellectual Property furnished by Supplier to Customer or which Supplier develops solely or jointly with the Customer in the course of the performance of the Work or in connection with these Terms and Conditions.

"Territory" shall mean the country or countries intended for the location of Products or Rentals in the Purchase Order.

"Third Party / Third Parties" shall mean any Person other than a member of Customer Group or Supplier Group.

"Third Party Product(s)" shall mean any non-Supplier branded goods, materials, tools, supplies, products, and/or equipment sold by Supplier to Customer under any Purchase Order(s) governed by these Terms and Conditions.

"Third Party Rental(s)" shall mean non-Supplier branded - goods, materials, tools, supplies, products, and/or equipment (excluding consumables) that Customer pays Supplier for the right to use for a specific duration of time. From time to time, Rentals can be Third Party branded.

4. QUOTATION, PAYMENT FINANCIAL ASSURANCE, PRICING.

A. Quotation. Subject to article 4(H) herein, prices are subject to change without notice, provided that Supplier shall not change the prices of any products subject to an Acknowledgment. Quotations shall automatically expire thirty (30) calendar days from the date issued and may be terminated at any time upon notice to Customer. Customer may cancel a Quotation for its sole convenience and shall pay a cancellation charge for purchased Products equal to the higher of (i) the associated milestone noted in the applicable Quotation, (ii) 25% of the purchase price, or (iii) any loss or cost incurred by Supplier, including cost of materials, labor, engineering, reconditioning and Supplier's profit margin. All prices listed in Supplier publications are intended as a source of general information only and not as an offer to sell, and all prices contained therein are subject to confirmation by the Quotation. Prices in Quotation do not include transportation charges, insurance costs, export/import duties, licenses or fees, or any tax or governmental charge of any nature whatsoever unless specifically in writing. Prices for products also assume Supplier will have free use and ingress/egress to and from Customer's work site for Supplier crews on all-weather roads without additional cost or payment of any permit

ChampionX Artificial Lift Products, Rentals and Services
STANDARD TERMS AND CONDITIONS OF SALE

or work fees.

B. Price Adjustments. Notwithstanding anything to the contrary, prices negotiated between the Parties are subject to review at Supplier's sole discretion **every thirty (30) days**. Prices will be reviewed and, when applicable, adjusted to an equitable level in accordance with market indices as determined by Supplier for raw materials, freight, labor costs and energy costs applicable to the Work performed under this Agreement or any applicable Purchase Order(s). Supplier's failure or decision not to initiate a review shall not prejudice or waive its right to do so.

C. Invoice and Payment. For Product(s) and Third Party Product(s), Supplier may invoice at time of delivery of such products in accordance with the agreed Incoterms (2010) term detailed on the Purchase Order(s). For Services Fees, Supplier may invoice monthly prior to performance of the Services or upon performance of the Services, at Supplier's discretion. For Rental Fees, Supplier may invoice prior to or upon the provision of the Rentals, at Supplier's discretion. Supplier will present invoices to Customer electronically unless otherwise agreed in writing. Customer shall pay Supplier for Work **within thirty (30) days** of the invoice date by way of ACH, wire transfer, or credit card payment into Supplier's bank account as stated on Supplier's invoice.

D. Disputed Invoices. Supplier's invoice shall be deemed correct and shall evidence Customer's acceptance of Work delivered, unless Supplier receives prompt written notice of any **disputed items within five (5) calendar days** after the date of the invoice. Such notice shall explain the reason for the dispute in detail, along with any supporting documentation of Customer's position, and Customer and Supplier will meet in good faith within five (5) calendar days from Supplier's receipt of the notice to resolve the dispute. Customer pay Supplier any undisputed portion of that invoice as set forth above and without delay. Upon settlement of the dispute, Customer shall immediately pay to Supplier all amounts agreed by the Parties to be due with respect to the disputed amounts and Supplier shall make the appropriate corrections regarding the disputed amounts by issuing, as applicable, a credit or debit note to Customer. Customer shall have no right to withhold or offset payments, except to the extent it is agreed as a result of the foregoing dispute resolution procedure.

E. Financial Assurance. If Customer fails to pay any invoice when due and if such payment is not made within five (5) days of Supplier's written demand for payment or where a genuine doubt exists as to Customer's financial position, Supplier, at its sole discretion and without affecting any other remedy it might have (either in equity or in law), may (i) modify or withdraw credit terms without notice, (ii) charge and accrue interest on any past due balance (including amounts that are disputed by Customer but are found to be due and owing) at the rate of 1.5% per month or the maximum interest allowable by applicable state or federal laws, if such laws limit interest to a lesser amount, (iii) suspend Work and further deliveries, and/or (iv) require Customer to provide its most recent financial statements, security or other reasonable assurances of performance as Supplier may determine are appropriate. At Supplier's discretion and without limitation, such security or reasonable assurances may include payment in advance of shipment or performance, payment of a cash deposit in an amount and to an account designated by Supplier, a parent company guaranty, or a standby letter of credit in a form and by a bank acceptable to Supplier. In the event Supplier institutes legal or collection action against Customer for non-payment, Customer shall be liable to Supplier for all reasonable costs and attorney's fees incurred by Supplier in connection therewith.

F. Right of Rental Re-Possession. If Customer fails to timely pay any Rental Fees when due or if such payment is not made within five (5) days of Supplier's written demand for payment, Supplier, at its sole discretion, may (1) require the return of the Rentals by Customer, or (2) access the property or site in which the Rentals is located and take back possession of such Rentals, including de-installation of the Rentals. Customer shall ensure that Supplier has approved access to such property or site prior to installation of the Rental. To the extent Supplier cannot enter the site, Customer shall procure approval to access the site immediately.

G. No Set Off by Customer. Customer shall not be entitled to withhold payments due Supplier under any Purchase Order as a set off against any amount Customer claims it is owed by Supplier or any Affiliate of Supplier.

5. DELIVERY, INSPECTION, FORCE MAJEURE, EXCUSED PERFORMANCE.

A. Delivery. Supplier shall use reasonable commercial efforts to deliver the Work, or cause the Work to be delivered, to Customer, or for its benefit, on the Delivery Date at the location specified in the Purchase Order in accordance with the specified Incoterm set forth in the Purchase Order. Notwithstanding the foregoing, any time or date stated for delivery is an estimate only and Supplier shall not be liable, financially, or otherwise, for failure to deliver at the specified time or on the specified date, nor shall such failure on the part of Supplier be deemed to be a breach of contract or any of any terms and conditions. If not stated in the Purchase Order, Products shall be delivered FOB Shipping Point (Supplier's facility). If Products are delivered FOB Shipping Point, Supplier shall provide Availability Notice; and Customer shall take delivery of the Products within seven (7) days after receipt of the Availability Notice. If for any reason Customer fails to accept delivery of any of the Products on the date fixed pursuant to the Availability Notice, or if Supplier is unable to deliver the Products to the delivery point on such date because Customer has not provided appropriate instructions, documents, licenses or authorizations: (i) the Products shall be deemed to have been delivered to Customer; (ii) title and risk of loss to the Products shall pass to Customer on the date fixed pursuant to the Availability Notice; and (iii) Supplier, at its option, may store the Products until picked up by Customer, whereupon Customer shall be liable to Supplier for all related costs and expenses (including, without limitation, storage and insurance costs). Claims for shortages and other error in delivery must be made in writing to Supplier within ten (10) days after the carrier delivers the Products to the location specified by Customer and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Customer. Supplier reserves the right to make delivery in installments, unless otherwise expressly agreed to in these Terms and Conditions; all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any instalment shall not relieve Customer of Customer's obligations to accept remaining deliveries.

B. Force Majeure. Supplier will not be liable for failure to make delivery or perform any Work that directly or indirectly results from, or is contributed to by any cause beyond Supplier's reasonable control, including but not limited to fire, explosion, flood, war or hostilities, acts of terrorism, acts of God, accident, mechanical breakdown of facilities, strike, riot, revolt or other labor disagreements; acts or requirements of government or civil authorities (including, for example, the passage of legislation or the failure to grant an export license), outbreak, epidemic, quarantine, pandemics, riots, war, or embargo ("**Force Majeure**"). If Supplier is unable to make delivery in accordance with the schedule or by the Delivery Date, Supplier shall notify Customer without unreasonable delay.

C. Excused Performance. In the event of (a) accident, mechanical breakdown of facilities, epidemic, quarantine, fire, explosion, flood, strike, labor trouble, riot, revolt, war or hostilities, acts of terrorism, acts of governmental authority (including, for example, the passage of legislation or the failure to grant an export license), acts of God, or other contingency beyond the reasonable control of Supplier which interferes with the

ChampionX Artificial Lift Products, Rentals and Services

STANDARD TERMS AND CONDITIONS OF SALE

production, supply, transportation, or consumption of the Products/Services/Rentals or (b) Supplier's inability to obtain raw materials, power or energy on terms Supplier considers commercially acceptable or practical, or otherwise making it impossible or commercially unreasonable for Supplier to perform under Purchase Order(s), performance is excused, and all quantities of affected Products/Services/Rentals shall be eliminated from such Purchase Orders without liability if so determined by Supplier, but the applicable Purchase Order(s) shall otherwise remain unchanged. The decision of the Supplier as to the quantities of Products/Services/Rentals affected shall be final and binding. In such an event, Supplier shall be entitled to allocate its supplies of raw material and Products/Services/Rentals among various uses and to allocate Products/Services/Rentals among its customers in any manner it shall in its absolute discretion determine. Supplier will not be obligated to obtain raw materials, intermediates, or Products/Services/Rentals from other sources, or to allocate raw materials, intermediates, or Products/Services/Rentals from Supplier's internal use.

D. Payment. The foregoing provisions shall in no event relieve Customer of its obligation to timely pay in full a Products/Services/Rentals invoice received prior to the date of excused performance or force majeure.

E. No Reselling. Customer shall not resell, lease, or sublet Products. without the prior written consent of Supplier.

F. Movement of Products or Rentals. The Products and Rentals are provided by Supplier to Customer and intended for Customer's use in the Territory. In addition to any other remedies Supplier may have in law and in equity, Supplier may refuse to provide maintenance or spare parts to Customer if Customer uses or moves Products outside the Territory.

6. **LIMITED WARRANTIES AND REMEDIES.**

A. SUPPLIER DOES NOT WARRANT OR GUARANTEE THE RESULTS OF THE PRODUCTS, RENTALS OR SERVICES.

B. Services. SUPPLIER DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR ACHIEVE CUSTOMER'S INTENDED OBJECTIVES, BUT SUPPLIER DOES WARRANT TO CUSTOMER THAT ALL SERVICES PERFORMED BY SUPPLIER WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH GOOD INDUSTRY PRACTICES. SUPPLIER'S WARRANTY FOR SERVICES SHALL EXTEND THIRTY (30) DAYS FROM THE DATE OF PERFORMANCE. IN THE EVENT THAT SUPPLIER MATERIALLY FAILS TO PERFORM THE SERVICES FOR REASONS SOLELY WITHIN SUPPLIER'S CONTROL OR IF SUPPLIER PROVIDES MATERIALLY DEFECTIVE SERVICES, CUSTOMER SHALL GIVE NOTICE TO SUPPLIER OF SUCH MATERIAL NONPERFORMANCE OR DEFECTIVE PERFORMANCE IMMEDIATELY UPON DISCOVERY AND PRIOR TO EXPIRATION OF THE WARRANTY PERIOD SPECIFIED ABOVE, OTHERWISE SUCH WARRANTY CLAIM IS WAIVED BY CUSTOMER.

C. Products and Rentals. SUPPLIER WARRANTS THAT PRODUCTS OR RENTALS SHALL PERFORM SUBSTANTIALLY IN THE MANNER SPECIFIED IN THE DOCUMENTATION FURNISHED WITH PRODUCTS OR RENTALS, BUT ONLY IF PRODUCTS OR RENTALS ARE USED IN ACCORDANCE WITH ALL THE SPECIFICATIONS PROVIDED IN THE DOCUMENTATION. SUPPLIER WILL, AT ITS OPTION, REPAIR, REPLACE OR CORRECT ANY AND ALL HARDWARE THAT FAILS TO CONFORM TO THE FOREGOING WARRANTY THAT BECOMES APPARENT AND IS CALLED TO SUPPLIER'S ATTENTION IN WRITING PRIOR TO THE EXPIRATION OF THE APPLICABLE PRODUCT WARRANTY PERIOD OR RENTAL WARRANTY PERIOD, AT SUPPLIER'S SOLE COST AND EXPENSE. FOR PRODUCTS, ALL WARRANTIES IN THIS SECTION SHALL TERMINATE UPON THE EARLIER OF TWELVE (12) MONTHS FROM THE DATE OF INSTALLATION BY SUPPLIER, OR IF NOT INSTALLED BY SUPPLIER, TWELVE (12) MONTHS FROM THE DATE OF DELIVERY ("PRODUCT WARRANTY PERIOD"). FOR RENTALS, ALL WARRANTIES IN THIS SECTION SHALL TERMINATE UPON THE EXPIRATION OR EARLY TERMINATION OF THE RENTAL TERM ("RENTAL WARRANTY PERIOD").

D. Exclusions. THE WARRANTY SHALL NOT APPLY, AND SUPPLIER GIVES NO WARRANTY TO CUSTOMER, IF THE WARRANTY CLAIM RESULTS FROM OR RELATES TO ANY OF THE FOLLOWING: (I) NORMAL WEAR AND TEAR; (II) PRODUCTS OR RENTALS THAT HAVE BEEN ALTERED, CHANGED, OR MODIFIED BY CUSTOMER AND/OR AT CUSTOMER'S REQUEST AND/OR USED IN COMBINATION WITH WORK NOT PROVIDED OR DIRECTED SPECIFICALLY BY SUPPLIER; (III) USE OF PRODUCTS OR RENTALS IN OR AROUND ABNORMAL WORK SITE CONDITIONS; (IV) PRODUCTS OR RENTALS IMPROPERLY HANDLED, STORED, APPLIED, INSTALLED, MODIFIED, OR MAINTAINED BY ANY PERSON OTHER THAN SUPPLIER OR AT THE DIRECTION OF SUPPLIER; (V) PRODUCTS OR RENTALS DAMAGED BY CAUSES OUTSIDE SUPPLIER'S CONTROL, INCLUDING, BUT NOT LIMITED TO, FORCE MAJEURE EVENTS, VANDALISM, OR IMPROPER VOLTAGE SUPPLY; (VI) PRODUCTS OR RENTALS REMOVED FROM THE TERRITORY WITHOUT WRITTEN AUTHORIZATION OF SUPPLIER AND/OR (VII) PRODUCTS OR RENTALS INSTALLED OR STORED IN HAZARDOUS AREAS OR NEAR HAZARDOUS MATERIALS.

E. Return. CUSTOMER SHALL RETURN TO SUPPLIER, AT CUSTOMER'S SOLE EXPENSE, ALL PRODUCTS OR RENTALS AND COMPONENTS TO SUPPLIER FOR A NECESSARY WARRANTY REMEDY. THE RETURN LOCATION SHALL BE DESIGNATED BY SUPPLIER AT ITS SOLE DISCRETION. ALL MALFUNCTIONING HARDWARE RETURNED UNDER THIS SUBSECTION E BY CUSTOMER SHALL BE FREE AND CLEAR OF ANY LIEN, SECURITY INTEREST, CLAIM, OR ENCUMBRANCE OF ANY KIND.

F. Disclaimers. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SUPPLIER MAKES NO OTHER WARRANTIES, WHETHER EXPRESSED, STATUTORY OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR RENTALS, SERVICES OR THIRD-PARTY PRODUCTS OR RENTALS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CONFORMANCE TO DESCRIPTION, OR WARRANTIES ARISING FROM COURSE OF DEALING, TRADE PRACTICE OR OTHERWISE.

G. Limited Remedies. THE REMEDIES SET FORTH IN THIS SECTION 6 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SUPPLIER'S ENTIRE LIABILITY FOR ANY BREACH OF THE WARRANTIES SET FORTH HEREIN.

7. **TITLE AND RISK OF LOSS.**

Risk of loss will transfer upon delivery of Products or Rentals in accordance with the applicable Incoterm set forth in the relevant Purchase Order(s), or if not provided in the Purchase Order(s), the terms in Section 5(A) herein. Title to Products sold to Customer will transfer upon Customer's payment for Products or delivery, whichever is earlier. Customer agrees to provide Supplier with a first priority and cross-collateralized security interest in all Products, Rentals supplied by Supplier under any Purchase Order(s) governed by these Terms and Conditions, and the proceeds

ChampionX Artificial Lift Products, Rentals and Services
STANDARD TERMS AND CONDITIONS OF SALE

thereof, and perform upon request all acts required to secure Supplier's interest including but not limited to executing all documents necessary to memorialize, record and perfect Supplier's said security interest. Title to Rentals shall remain with Supplier at all times.

8. **INDEMNITIES.**

A. Supplier's Indemnities. Supplier shall be responsible for and agrees to waive, release, protect, Defend, indemnify, and hold harmless Customer Group from and against any and all Claims arising out of, resulting from or in connection with a Purchase Order for (i) any personal and/or bodily injury, illness, or death of any member of Supplier Group and/or (ii) damage to, or loss or destruction of, any property of any member of Supplier Group (excluding Rentals or Third Party Rentals to Customer Group).

B. Customer's Indemnities. To the fullest extent permitted by law, Customer shall be responsible for and agrees to waive, release, protect, Defend, indemnify and hold harmless Supplier Group from and against any and all Claims arising out of, resulting from or in connection with a Purchase Order for (i) any personal and/or bodily injury, illness, or death of any member of Customer Group, (ii) damage to, or loss or destruction of, any property of any member of Customer Group and/or damage to, or loss or destruction of, any Rentals or Third Party Rentals from Supplier Group following delivery to Customer.

C. Catastrophic Loss. Notwithstanding any other provision of this Agreement or an order or elsewhere to the contrary, Customer shall be responsible for, and agrees to waive, release, protect, Defend, indemnify, and hold harmless Supplier Group from and against any and all Claims brought by or on behalf of any members of Customer Group, Supplier Group, and/or any Third Party in connection with: (i) any and all pollution and/or contamination of any kind and the expense of containment, control, cleanup and disposal thereof, and other damages relating thereto; (ii) subsurface loss or damage, including trespass and loss of or damage to any reservoir, subsurface formation, production, resources, well, or borehole, or down-hole equipment, or impairment of any property right to water, oil, gas or other mineral substances, and/or the cost of bringing a wild well under control, redrilling a well, sidetracking, fishing, and reworking costs; and (iii) fire, blowout, explosion, a wild well, cratering, seepage, loss of pressure control, and including, but not limited to: damage to, or loss or destruction or replacement of, or release or escape of substances from, any property, equipment, drilling rig/unit/vessel, platform, or other fixed or floating structure (in the case of Work provided offshore), including oil/gas production facilities or pipelines, or any other infrastructure item (including any downtime, remediation, or recovery time).

D. Party Groups. Any Claim under this Section 8 by any affiliate, director, officer, employee, agent, or other member of Customer Group or Supplier Group, as applicable, must be brought and administered by the applicable Party to these Terms and Conditions. No indemnified Person, other than Customer and Supplier, shall have any rights against either Customer or Supplier under the terms of this Section 8, except as may be exercised on its behalf by Customer or Supplier, as applicable, pursuant to this Section 8.D.

E. EXPRESS NEGLIGENCE. THE RELEASES, INDEMNITIES, EXCLUSIONS, AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 8 AND SECTION 9 HEREIN, AND ELSEWHERE IN THESE TERMS AND CONDITIONS ARE INTENDED TO BE ENFORCEABLE AGAINST THE PARTIES IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE THEREOF, REGARDLESS OF FAULT OR CAUSE AND NOTWITHSTANDING ANY STATUTE, RULE, OR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNITIES BECAUSE OF THE NEGLIGENCE OR OTHER FAULT OR STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES. THE LIABILITIES AND INDEMNITIES EACH PARTY ASSUMES UNDER THESE TERMS AND CONDITIONS APPLY TO ANY SUCH CLAIMS WITHOUT REGARD TO THE CAUSE(S) THEREOF, INCLUDING, WITHOUT LIMITATION, UNSEAWORTHINESS, UN-AIRWORTHINESS, STRICT LIABILITY, PRODUCT LIABILITY, ULTRAHAZARDOUS ACTIVITY, BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, BREACH OF CONDITION, REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED) OR CONTRACT, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF EQUIPMENT, DEFECT OR "RUIN" OR OTHER CONDITION OF PREMISES (INCLUDING ANY CONDITIONS THAT PRE-EXIST THE EXECUTION OF THESE TERMS AND CONDITIONS), TORT, OR THE SOLE, JOINT, CONCURRENT, GROSS, ACTIVE, OR PASSIVE NEGLIGENCE, OR BREACH OF DUTY (STATUTORY OR OTHERWISE) OR OTHER FAULT OR RESPONSIBILITY OF ANY MEMBER OF THE SUPPLIER GROUP, CUSTOMER GROUP OR THIRD-PARTIES, AS APPLICABLE.

F. Indemnity Savings Clause. If any defense, indemnity, or insurance provision contained in these Terms and Conditions conflicts with, is prohibited by or violates public policy under any federal, state or other law determined to be applicable to a particular situation arising under or involving these Terms and Conditions, applicable Purchase Order(s), or the Work hereunder, it is understood and agreed that the conflicting, prohibited or violating provision shall be deemed automatically amended in that situation strictly to the extent necessary to conform with, not be prohibited by, and avoid violating public policy under such applicable law. No other provisions of this Terms and Conditions shall be amended or affected thereby. The Parties agree that the exculpatory, indemnification, and hold harmless provisions herein shall be modified or altered only insofar as required by a jurisdiction purporting to limit such provisions, it being the intention of both Parties to enforce to the fullest extent, all terms and conditions herein agreed to. Each Party agrees to carry supporting insurance in equal amounts of the types and in the amounts as specified in the insurance requirements hereunder. If a Party's insurance is deficient or unavailable for any reason, then such Party agrees and shall be deemed to have approved self-funded or self-insurance for any such deficient or unavailable amounts of the insurance specified in the insurance requirements hereunder. It is the intention of the Parties hereto that the Party to whom indemnity is owed will receive the benefit of such indemnity regardless of what may happen after these Terms and Conditions is signed that might affect the insurance required to be obtained by the Party owing the indemnity.

9. **LIMITATION OF LIABILITY.**

A. **CONSEQUENTIAL DAMAGES WAIVER AND INDEMNITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS AND CONDITIONS, APPLICABLE PURCHASE ORDER(S) OR ELSEWHERE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO THE OTHER PARTY'S GROUP AND EACH PARTY WAIVES, RELEASES, PROTECTS, DEFENDS, INDEMNIFIES, AND HOLDS THE OTHER PARTY AND THE OTHER PARTY'S GROUP HARMLESS FROM AND AGAINST ITS OWN AND ITS GROUP'S OWN CONSEQUENTIAL DAMAGES.**

B. **LIABILITY CAP. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EXCEPT AS PROVIDED UNDER THIS SECTION 9, THE TOTAL LIABILITY OF SUPPLIER GROUP FOR ALL CLAIMS OF ANY KIND, BY ANY PERSON, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT/EXTRA CONTRACTUAL LIABILITY, STRICT LIABILITY, OR OTHERWISE, ARISING, DIRECTLY OR INDIRECTLY, OUT OF, RELATING TO OR IN CONNECTION WITH THE PERFORMANCE OR BREACH OF THESE TERMS AND CONDITIONS OR USE OF ANY PRODUCT, RENTAL OR SERVICE SHALL NOT EXCEED THE PRICE OF THE WORK FURNISHED BY SUPPLIER TO**

ChampionX Artificial Lift Products, Rentals and Services

STANDARD TERMS AND CONDITIONS OF SALE

CUSTOMER GIVING RISE TO THE CLAIM (THE "LIABILITY CAP"), AND CUSTOMER HEREBY WAIVES, RELEASES, AND AGREES TO INDEMNIFY, DEFEND AND HOLD SUPPLIER GROUP HARMLESS FROM AND AGAINST ALL LIABILITY OF SUPPLIER GROUP IN EXCESS OF THE LIABILITY CAP.

10. TERMINATION.

A. Either Party (the "**Terminating Party**") may terminate a Purchase Order with no liability to the other Party (other than Customer's obligation to pay for Work provided or performed by Supplier), (a) if the other Party (the "**Other Party**") materially breaches any provision of these Terms and Conditions and such breach is not cured to the reasonable satisfaction of the Terminating Party within thirty (30) days of delivery of written notice of such failure to the Other Party, or (b) immediately and without notice, if any proceeding under any bankruptcy or insolvency laws is brought by or against the Other Party.

B. Effect of Termination. In the event of the termination of these Terms and Conditions and all Purchase Order(s) governed by them, however arising, then Customer shall promptly return to Supplier all of Supplier's property (including any leased/rented equipment and/or products) that is in Customer's possession or under its control. Any termination of these Terms and Conditions shall be without prejudice to the accrued rights of the Parties existing on the date of such termination, and the continuation in force of all provisions of these Terms and Conditions intended to survive such termination.

11. CONFIDENTIAL INFORMATION.

Customer shall keep confidential the Confidential Information. To the extent practical, Confidential Information will be disclosed in documentary or tangible form marked "Confidential," provided that the failure to mark any such information shall not affect its characterization as Confidential Information. Customer shall hold all Confidential Information in strictest confidence and shall not divulge, directly or indirectly, such Confidential Information to any other person without Supplier's prior written consent. Customer shall limit access to Supplier's Confidential Information to its employees, contractors, consultants and agents (individually and collectively, "Representative(s)") reasonably requiring same for use of the Work or to otherwise perform their duties hereunder and whom are obligated to treat the same as confidential to the same extent as herein required with regard to confidentiality, nonuse, and nondisclosure, provided that Customer remains liable for any breach of these Terms and Conditions by any of its Representatives. Furthermore, Customer shall not, nor have any Person at its request or on its behalf, analyze, reverse engineer, decode, decompile, disassemble, or test Supplier's software, Products, Rentals, equipment, or other property to determine their formulas, ingredients, methods of manufacture, source code or components. Supplier's disclosure of Confidential Information shall not be construed as granting, either express or by implication, any right or license to Customer. The restrictions in this Section 11 regarding the Confidential Information shall not apply to particular portions of the Confidential Information (a) if and to the extent Customer is required to disclose such information under the terms of an order issued by a court or by a governmental body, provided the Customer uses its best efforts to provide timely notice to the Supplier of such order to permit the Supplier an opportunity to contest such order, or (b) if such information is or becomes generally available to the public other than as a result of disclosure by the Customer. Customer shall at any time as requested to do so and/or upon the expiration or termination of these Terms and Conditions, immediately return to the Supplier or destroy all copies of the received Confidential Information.

12. INSURANCE.

A. Each Party shall maintain during the term of a Purchase Order, at its own expense, workers' compensation insurance as required by law, and employer's liability insurance, general liability insurance and automobile insurance in amounts not less than the following: Employer's Liability: \$2,000,000 USD per occurrence and in the aggregate for bodily injury. The employers' liability insurance limits may be met using a combination of primary and umbrella/excess policies. General Liability: \$1,000,000 USD per occurrence or per occurrence reported basis and in the aggregate. Automobile: \$1,000,000 USD per occurrence. Umbrella Coverage: \$2,000,000 USD per occurrence and in the aggregate. Aircraft, as applicable to the scope of Work: \$10,000,000 USD per occurrence and in the aggregate.

B. To the extent of each Party's release and indemnity obligations expressly assumed by each Party hereunder, each Party agrees that all such insurance policies shall, (a) be primary to the other Party's insurance limited to such obligations; (b) include the other Party, its parent, subsidiary and affiliated or related companies, and its and their respective officers, directors, employees, consultants and agents as additional insured; and, (c) be endorsed to waive subrogation against the other Party and the other Party's Group.

13. GOVERNMENTAL COMPLIANCE.

A. General Compliance. Each Party shall perform all its obligations and duties under any Purchase Order in compliance with all applicable laws, regulations, rules, and decrees of any governmental or regulatory body having jurisdiction over the Parties, the Work and/or the worksite where the Work in connection with these Terms and Conditions, the Agreement and the relevant Purchase Order is being performed, including but not limited to the United States Foreign Corrupt Practices Act 1977, the United Kingdom Bribery Act 2010, and such other similar anti-corruption laws as may apply; provided that nothing in the Agreement is intended or should be construed to require Customer or Supplier to act or fail to act if such action or failure to act would be inconsistent with or penalized by (i) the laws and regulations of Supplier's country of incorporation and/or (ii) the laws and regulations of the country of incorporation of any direct, indirect or ultimate parent company of Supplier.

B. Global Trade Laws. Customer acknowledges that the Work provided under these Terms and Conditions may be subject to United States export laws and regulations, including without limitation the Export Administration Regulations administered by the Bureau of Industry and Security of the U.S. Department of Commerce and the regulations administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, and diversion contrary to U.S. laws and regulations is prohibited. Customer agrees that it will not, directly, or indirectly, export, re-export, transfer, forward or otherwise transmit the Work except in accordance with any applicable United States and/or foreign export laws and regulations. The Parties agree that, in the event of any conflict between United States and foreign laws and regulations, United States laws and regulations shall prevail. Customer agrees that prior to exporting the Work, Customer will obtain any export license or other authorization required, and that Customer will comply with all conditions of such license or authorization.

14. TAXES.

ChampionX Artificial Lift Products, Rentals and Services
STANDARD TERMS AND CONDITIONS OF SALE

Customer is responsible for, and shall indemnify, defend, and hold harmless the Supplier Group from and against, any and all taxes, charges, duties, or other fees presently or subsequently imposed by any law, order, regulation, or ordinance of the federal, state, provincial or municipal governments for production, sale, use, transportation, delivery, or servicing of the Products, Rentals and provision of Services. The foregoing shall not apply to taxes based upon Supplier's net income or gross receipts. Customer may supply Supplier with appropriate sale tax exemption documentation. Prices quoted by Supplier do not include sales, VAT, use, transfer, excise, occupational or other similar taxes, and such taxes, where applicable, shall be added to the quoted prices and invoiced accordingly. If, subsequent to the effective date of any Purchase Order(s) governed by these terms and Conditions, tax legislation is enacted or reinterpreted in a particular jurisdiction requiring Supplier to increase or adjust the taxes, duties or levies it collects on its Work, Supplier shall adjust its invoices accordingly.

15. GOVERNING LAW, LIMITATION ON ACTIONS, AND DISPUTE RESOLUTION.

A. **Governing Law – The Americas.** Where a Purchase Order is accepted or fulfilled by a Supplier entity registered in North or South America ("the Americas"), the Agreement, these Terms and Conditions and any Purchase Order shall be governed by and interpreted in accordance with the laws of the State of Texas, excluding conflicts and choice of law principles. Any dispute, action or proceeding arising out of or relating to the Agreement must be brought in a state or federal court sitting in Harris County, Texas, and each of the Parties 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. **Governing Law – Outside the Americas.** Where a Purchase Order is accepted or fulfilled by a Supplier entity not registered in the Americas, the Agreement, these Terms and Conditions and any Purchase Order shall be governed by and interpreted in accordance with the laws of England and Wales, excluding conflicts and choice of law principles. Except as provided for in Sections 8, 9 and 12, the Parties agree that The Contracts (Rights of Third Parties) Act 1999 as amended shall not apply to the Agreement, these Terms and Conditions or any Purchase Order.

C. **Limitations on Actions.** Except for any claims brought under Sections 8, 9 or 12, no action, regardless of form, arising out of or in connection with any Purchase Order(s), may be brought by either party more than one (1) year after the cause of action has accrued.

D. **Arbitration Agreement - Supplier entities outside the Americas.** (i) Where a Purchase Order is accepted or fulfilled by a Supplier entity not registered in the Americas nor in Oman, United Arab Emirates, or Bahrain, any dispute arising out of or in connection with the Agreement, these Terms and Conditions or any Purchase Order including any question regarding their existence, validity or termination, 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 15. 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. (ii) Where a Purchase Order is accepted or fulfilled by a Supplier entity registered in the Middle East, any dispute arising out of or in connection with the Agreement, these Terms and Conditions or any Purchase Order including any question regarding their existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC-LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this Section 15. The number of arbitrators shall be three (3). The seat, or legal place, of arbitration shall be Dubai, United Arab Emirates, and shall be conducted in the English language. Judgment upon any award may be entered in any court having jurisdiction thereof.

E. Except as may be required by law, neither Party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the other party.

16. INTELLECTUAL PROPERTY.

A. **General.** Supplier Intellectual Property are the sole and exclusive property of Supplier. Supplier's Intellectual Property shall not be used by Customer or any of its affiliates, officers, employees, agents, or subcontractors for any purpose other than the performance of Purchase Order(s) governed by these Terms and Conditions.

B. **Customer Data.** Customer acknowledges and agrees that the Work may contain certain data logging functionality, and consents to the collection and sending of such data generated by the data logging functionality to Supplier Group. As between Customer and Supplier, Customer owns all Customer Data. Customer grants to Supplier Group a non-exclusive, irrevocable, perpetual, transferable, world-wide, royalty-free, fully paid-up, and without the right of attribution, right and license for the Supplier Group to use and create derivative works of and from the Customer Data for its business purposes, provided that Supplier will not use Customer Data in a manner that would identify Customer, provided, however, that Supplier may disclose Customer Data if Supplier determines that such disclosure is legally required or is necessary to protect Supplier's rights or for the enforcement of these Terms and Conditions or any Purchase Order(s). Customer acknowledges and agrees that any data or information generated by the Supplier Group from their use of the Customer Data is owned by Supplier.

C. **License.** Customer represents, warrants and covenants that it will obtain all consents necessary to permit the Supplier Group's collection and use of Customer Data as provided under the Agreement, these Terms and Conditions or any Purchase Order(s). Customer shall indemnify, Defend and hold Supplier Group harmless from and against any and all any claims asserting that Customer does not have the full legal right (including any moral rights) to grant the above rights to collect, send and use the Customer Data and/or that the Customer Data in the form delivered to Supplier Group infringes upon or otherwise misappropriates any intellectual property or other rights of such party.

17. ASSIGNMENT.

Neither party may assign all or any part of its rights or obligations under these Terms and Conditions without the written consent of the other party. All rights and/or obligations contained in these Terms and Conditions shall inure to the benefit of and be binding upon each Party and its respective permitted successors and assigns. Any attempt to assign, sublicense or transfer all or any part of a Purchase Order or these Terms and Conditions, or any portion of the Work provided hereunder, without first obtaining written consent will be void and of no force or effect. However, Supplier shall have the right to freely assign all or any part of these Terms and Conditions, or any Purchase Order(s) governed by them, to an Affiliate or through a re-organization, merger, or restructuring without obtaining Customer's consent.

ChampionX Artificial Lift Products, Rentals and Services
STANDARD TERMS AND CONDITIONS OF SALE

18. SAFETY.

Customer shall conduct its operations safely with all due diligence and in accordance with good oilfield or other applicable industry practices. Customer, having superior knowledge of each Work site and the conditions surrounding it, shall provide Supplier with all information necessary to enable it to perform the Work safely and efficiently. Supplier reserves the right to suspend performance of Work if, in Supplier's sole opinion, unsafe conditions exist, or operations requested by Customer are deemed to be unsafe. For the Work performed offshore, in the event of injury or illness, Customer shall ensure that any injured or ill member of Supplier Group receives proper emergency medical attention promptly and shall arrange for transportation, at Customer's sole cost, of any injured or ill member of Supplier Group to the nearest hospital or airport, as appropriate. Supplier will not be liable for concealed or unusual conditions at the Work site, where such conditions were not indicated by Customer, or where inadequate or incomplete information has been supplied by Customer. In the event such concealed or unusual conditions result in delays and extra expense to Supplier, an equitable adjustment shall be made in the Purchase Order(s) price and delivery schedule.

19. RENTALS.

A. **Customer Obligation.** Customer represents and warrants that it shall use the Rentals or Third Party Rentals in a careful and proper manner and shall comply with all laws, ordinances and regulations relating to the possession, use and maintenance of the Rentals or Third Party Rentals in accordance with Supplier's approved procedures. Customer, at its sole cost, shall provide and maintain insurance against the loss, theft, damage or destruction of the Rentals or Third Party Rentals in an amount not less than the new replacement price of the Rentals or Third Party Rentals. Supplier shall provide prices upon request or in the commercial offer.

B. **Rental Equipment Damage.** Notwithstanding the provisions of Section 8 above, if Rentals or Third Party Rentals are damaged or otherwise not returned in the same condition as received by Customer (ordinary wear and tear excepted), Customer shall reimburse Supplier for the new replacement cost (delivered to Supplier at the agreed location) of such Rentals or Third Party Rentals if destroyed or not recovered; or (ii) reimburse Supplier for the cost of repair, handling, and transportation of such property, if repairable.

C. **Purchase Option.** If Customer elects to exercise any purchase of previous Rentals, granted to Customer in a Quotation, Customer shall give Supplier at least thirty (30) days prior written notice that Customer is exercising such option. If the option is exercised, Customer hereby acknowledges that it will be purchasing the Products in its "AS IS, WHERE AS" condition, and all representations and warranties previously provided by Supplier (if any) shall thereupon expire (if not previously expired). Customer acknowledges and agrees that it will purchase the Supplier based upon its personal inspection of the Products, and that it is not relying upon any representations or warranties of Supplier in purchasing the Products. Upon Supplier's receipt of the option purchase price and any other amounts due and owing to Supplier under the applicable Quotation, Supplier will execute any documents necessary to transfer title to the Products to Customer.

D. **Property Divestitures.** Customer shall provide Supplier at least thirty (30) days written notice of a pending sale or divestiture of a property that is under a Purchase Order with Rentals. Supplier, at its sole discretion with consent from Customer and Customer's acquiring purchaser, may establish credit approval, new account, and Purchase Order of the Rentals with Customer's acquiring purchaser of the divested property(s). Alternatively, Customer will have the option to i) purchase said Products prior to the date of the sale or divestiture closing and as otherwise provided in Section 19(B) herein or ii) return or have Supplier remove the Rentals prior to the date of the sale or divestiture closing as otherwise provided herein.

20. DIGITAL SERVICES.

A. **Access.** As conditions precedent for the performance of the Digital Services and Supplier's obligations under the Agreement, Supplier must be given appropriate access to the monitoring Products and the Customer onsite premises and, as applicable, continuous access to the customer's online network.

B. **Network Security.** Customer shall continuously maintain its online network at its own cost, including by maintaining up-to-date firewalls and protections against viruses, worms, other harmful code, and unauthorized access or intrusions.

C. **Portal.** During the term of the Agreement and as applicable, a non-exclusive, revocable, terminable, non-assignable, non-transferable, non-sublicensable, limited right to access the Portal, to access, download as permitted, and reproduce and use data provided by Supplier, solely in connection with Customer's business regarding Customer's use of the Products. Each time Customer accesses the Portal, Customer agrees to all applicable terms and conditions as then posted or referenced on the Portal. Failure to comply with any such terms and conditions entitles Supplier to block Customer immediately from access to the Portal. Customer may access the Portal only as directed by Supplier on the Portal, by use of the Log-In Information. Customer may change the Log-In Information as permitted and shall change the Log-In Information as required, by Customer from time to time. Customer shall keep the Log-In Information confidential and not provide or make it available to any third party other than an employee or contractor with, and while such employee or contractor has, a need to access and use the Portal solely on behalf of Customer as permitted under these Terms and Conditions. Customer is solely responsible for procuring and maintaining all prerequisites, including appropriate computer systems and Internet connectivity, for accessing the Portal. Supplier will be responsible for any maintenance of the Portal. Supplier may take down or shut down access to the Portal, or parts thereof, or modify or change the Portal or any software or content thereon or accessed through it, from time to time, at Supplier's sole discretion. Supplier will make reasonable efforts to provide notice of any planned downtime, such as through a message on the Portal's site. Supplier shall not be responsible or liable for any downtime, malfunction, or defect in or of the Portal or any part thereof, or any inability to access or use the Portal or any part thereof. Supplier does not offer or provide any service level agreement, service level, credit, uptime requirement or promise, or other undertaking related to the Portal or any part thereof.

D. **Software License.** The licensed programs or software are supplied by Supplier solely for Customer's internal business purposes for use based on the number of devices, CPUs, and/or wells as indicated in the Purchase Order. A separate license is required for each device on which the licensed program will be used. All right, title and interest in and to the licensed programs and all related materials are and shall at all times remain the sole and exclusive property of Supplier. Neither the licensed programs or software nor this Agreement may be assigned, sublicensed or otherwise transferred by Customer without prior written consent from Supplier. Customer shall not copy, in whole or in part, any licensed programs or software which are provided by Supplier in machine readable form except (i) for use by Customer on the designated CPU, (ii) to understand or modify the contents of such machine-readable material, or (iii) for archive purposes. Customer shall maintain appropriate records of the number and location of all copies that it may make of any licensed programs and shall make them available to Supplier upon request

ChampionX Artificial Lift Products, Rentals and Services

STANDARD TERMS AND CONDITIONS OF SALE

thereof. The original, and any copy of the licensed programs, in whole or in part, shall always be the sole and exclusive property of Supplier. Customer shall reproduce Supplier's following notice on all copies of the licensed programs in any form, in whole or in part: "Reproduction or Publication in any form or format prohibited. Property of ChampionX Digital and Emissions Technologies, LLC.". Use of such notice is not to imply that the licensed programs or software have been published. Customer expressly acknowledges that the licensed programs and software are Confidential Information.

21. PRODUCT SPECIFIC TERMS.

A. Dismantle Inspection Failure Analysis ("DIFA") for Electrical Submersible Pumps ("ESP"). From the date of pull (which, for purposes of these Terms and Conditions, shall mean Customer's removing the ESP Product(s) from the well, Customer shall have forty-five (45) days to request in writing a DIFA of ESP Products. Upon the expiration of such forty-five (45) day period for Rental, if Customer has not requested and scheduled a DIFA, Supplier will dispose of the Rental at its sole discretion. Upon the expiration of such forty-five (45) day period for purchased ESP Products, if Customer has not requested a DIFA, Supplier shall store and scrap the ESP Products per the terms herein. If customer owned ESP Products is pulled from a wellbore, returned to Supplier for testing and possible refurbishment and Supplier determines that ESP Products may be reused following refurbishment, Supplier will store the ESP Products for a maximum total time of twelve (12) months from the date of Supplier's notification of Customer thereof ("Reusable Storage Time"). Upon expiration of the Reusable Storage Time, if Customer has not retrieved such ESP Products or scheduled installation of such ESP Products with Supplier, Supplier may scrap the ESP Products and credit to Customer an amount equal to the scrap value of the ESP Products. If customer owned ESP Products is pulled from a wellbore, returned to Supplier for testing and possible refurbishment and Supplier determines that such ESP Products is not to be reused, Customer will have forty-five (45) days from the date Supplier notifies Customer thereof to retrieve the ESP Products within forty-five (45) days ("Scrap Storage Time") for no scrap value credit or to request a credit to Customer's account in an amount equal to the scrap value of the ESP Products. Upon the expiration of the Scrap Storage Time, if Customer has not retrieved the ESP Products or requested a credit, Supplier may scrap the ESP Products and credit to Customer an amount equal to the scrap value of the ESP Products. Notwithstanding the foregoing, upon the expiration of twelve (12) months from the date of pull, Supplier shall be entitled to scrap the ESP Products and credit to Customer an amount equal to the scrap value of the ESP Products.

22. MISCELLANEOUS.

A. Change of Design. Supplier reserves the right to discontinue the manufacture of or modify the design and construction of any Product or Rental, in due course of Supplier's manufacture procedure, without incurring any obligation to accept credit, to replace or furnish or install such changes or modifications of Products or Rentals previously or subsequently sold rented. Illustrations and engravings in Supplier's marketing materials, specification sheets and other drawings, descriptions and illustrations are intended to show the general features of the Products only.

B. Independent Contractor; No Special Relationship or Distributorship. It is expressly understood that Supplier is an independent contractor, and that no Purchase Order(s) constitutes or establishes any special or fiduciary relationship between the Parties or create an agency or distributorship or partnership between the Parties.

C. Use of Customer Name. Customer agrees that Supplier may use Customer's name in connection with the marketing and promotion of the Product(s), Service(s), and Rental(s); provided, however, Customer shall be given the opportunity to review and approve all such marketing and promotional materials using Customer's name before use by Supplier.

D. Severability. In the event part of or one or more of the provisions contained in these Terms and Conditions are held or determined invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining part of the provision or provisions or underlying rights and obligations referred to herein shall not in any way be affected, modified, or impaired thereby; provided that no such severability will be effective if it materially changes the economic benefit of the Agreement or the Terms and Conditions to either party.

E. Amendment; Waiver. No amendment or modification of these Terms and Conditions will be effective against either Party unless expressly accepted in writing and signed by an authorized signatory of each Party and expressly identified as an amendment or modification. Failure to enforce any or all of these Terms and Conditions in a particular instance or instances shall not constitute a waiver thereof or preclude subsequent enforcement thereof by Supplier.

F. Construction. If an ambiguity or question of intent or interpretation arises, these terms and Conditions shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party because of the authorship of any provision of these Terms and Conditions. References to Sections are references to the Sections of this Agreement. Section headings are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms and Conditions. Whenever the word "include" or any of its derivatives is used in these Terms and Conditions, it shall be deemed to be followed by the words "but (is/are) not limited to."

G. Rights and Remedies. The rights and remedies provided in these Terms and Conditions shall be the exclusive rights and remedies, contractual or otherwise, of both Customer and Supplier with respect to breaches of the representations, warranties, covenants, and agreements contained in these Terms and Conditions.

H. Survival. Sections 3, 4, 6, 8, 9, 11, 12, 13, 14, 15, 16, 17 and 22 shall survive expiry or termination of any Purchase Order(s) or these Terms and Conditions.

I. Entire Agreement. These Terms and Conditions together with the applicable Purchase Order(s), Quotation and Acknowledgement, if any, set forth the entire agreement between Customer and Supplier with respect to the subject matter hereof and supersedes all previous requests, quotations, understandings, and agreements with respect thereto as well as any subsequent terms and conditions proposed by either Party with respect to the Purchase Order(s).