

**STANDARD CONDITIONS OF SALE: INDEPENDENCE OILFIELD CHEMICALS, LLC**

**OBLIGATIONS HEREUNDER SHALL SURVIVE TERMINATION OF THIS AGREEMENT.**

1. **NO MODIFICATION.** The terms and conditions set forth herein shall apply to all sales of Product by Independence Oilfield Chemicals, LLC ("IOC") to Buyer whether or not expressly referred to in each purchase order, invoice or other document of purchase or delivery issued by IOC or Buyer. Except as otherwise provided in this agreement, no condition, understanding or agreement purporting to modify or vary the terms of this agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase orders, invoices or shipping, instruction or other forms containing terms or conditions at variance with or in addition to those set forth herein.
2. **COMPLIANCE WITH LAWS.** Buyer shall comply with all federal, state and local laws, rules, regulations, orders, codes, and national, state and local standards, and export and import laws and regulations that are either now or hereafter in effect that are applicable to the activities to be performed by Buyer in connection with this agreement, including, without limitation, those relating to the receiving, handling, transportation, storage, marking, labeling, packaging, use or sale of Product, the disposal of waste materials, and the labor, equipment and facilities associated with its activities or the disposal of such waste materials ("Applicable Laws"). IOC shall likewise comply with all Applicable Laws to the extent that the same laws relate to IOC's activities under this agreement.
3. **PAYMENTS.** Unless otherwise agreed in a sales order, payments shall be due within thirty (30) days after the invoice date. All payments by Buyer will be in currency of the United States, (in fully transferable funds) free and clear of all present or future taxes, levies, impost deductions, charges or withholdings, and all liabilities with respect thereto (excluding taxes imposed on IOC's income and franchise taxes imposed on it by the jurisdiction under the laws of which IOC is organized or any political subdivision thereof). Interest of 1.5% per month (or the maximum rate permitted by law, whichever is less) will be charged for any late payments.
4. **DELIVERY.** The Products shall be delivered to Buyer FOB the facility specified by Seller. All costs of shipping shall be borne by the Buyer. Buyer assumes title and risk of loss for the Product upon pickup by Buyer or Buyer's agent or tender of Products to Buyer or Buyer's designee.
5. **WARRANTY.** IOC warrants that Product supplied to Buyer pursuant to this agreement shall comply with the relevant Product specification upon delivery. Buyer agrees to inspect the Product supplied hereunder immediately after delivery and to give notice in writing of any claim within fifteen (15) days of delivery. Failure to give notice in writing as aforesaid and to return such faulty product to Buyer in its original condition and packaging within the specified time constitutes an unqualified acceptance of the Product and a waiver of all claims with respect thereto. Upon breach of this warranty, IOC agrees to repay to Buyer the purchase price for the Product plus any applicable transportation costs, or to replace such Product at Buyer's destination. No claim of any kind with respect to the Products delivered hereunder, whether based on contract, negligence, warranty, and strict liability or otherwise, shall be greater than the price paid for the Products (plus applicable transportation costs) in respect to which such claim is made. **EXCEPT FOR THE LIMITED EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, IOC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WITH RESPECT TO PRODUCTS OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED. NOT WITHSTANDING THE FOREGOING WARRANTIES AND REMEDIES, IN NO EVENT SHALL IOC'S LIABILITY FOR BREACH OF WARRANTY HEREUNDER EXCEED THE REPLACEMENT COST OF DEFECTIVE PRODUCT.**
6. **BUYER'S INDEMNIFICATION.** UPON THE EARLIER OF PICKUP BY BUYER OR BUYER'S AGENT OR TENDER BY IOC TO BUYER OR BUYER'S DESIGNEE, BUYER ASSUMES ALL RESPONSIBILITY AND LIABILITY FOR LOSS AND DAMAGE TO THE PRODUCT OR RESULTING FROM THE TRANSPORTATION, HANDLING, STORAGE OR USE, SUPPLY, IMPORTATION, DISTRIBUTION, SALE, MARKETING, ADVERTISEMENT OR OTHER DISPOSAL OF OR PROMOTION OF THE PRODUCT. BUYER SHALL INDEMNIFY AND HOLD HARMLESS IOC AND ITS AFFILIATES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, ITS "REPRESENTATIVES") FROM, AND WILL REIMBURSE IOC AND ITS REPRESENTATIVES FOR, ANY LOSS, LIABILITY, CLAIM, DAMAGE, OR EXPENSE INVOLVING A CLAIM BY ANY PERSON OR ENTITY (COLLECTIVELY, "LOSSES"), ARISING FROM OR IN CONNECTION WITH THE TRANSPORTATION, HANDLING, STORAGE, USE, SUPPLY, IMPORTATION, DISTRIBUTION, SALE, MARKETING, ADVERTISEMENT OR OTHER DISPOSAL OF OR PROMOTION BY BUYER OF THE PRODUCTS, REGARDLESS OF WHETHER OR NOT THE CLAIMS, LIABILITIES, OR EXPENSES ARE OCCASIONED BY OR RESULT FROM THE ACTUAL OR ALLEGED NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, BREACH OF CONTRACT, FAULT, OR OTHER WRONGFUL CONDUCT OF ANY ONE OR MORE OF THE IOC OR ITS REPRESENTATIVES, OR ANY OTHER PERSON OR ENTITY, IN WHOLE OR IN PART, WHETHER SOLE, JOINT, ACTIVE, OR PASSIVE, AND EVEN IF BUYER IS WITHOUT ANY LEGAL FAULT OF ANY KIND CAUSING THE ALLEGED CLAIM, LIABILITY OR EXPENSE. IOC SHALL GIVE PROMPT NOTICE OF ANY LOSS TO BUYER, AND BUYER WILL DEFEND IOC AND ITS REPRESENTATIVES AT IOC'S REQUEST. THE OBLIGATIONS HEREUNDER SHALL SURVIVE TERMINATION OF THIS AGREEMENT.
7. **IOC'S INDEMNIFICATION.** IOC SHALL INDEMNIFY AND HOLD HARMLESS BUYER AND ITS REPRESENTATIVES FROM, AND WILL REIMBURSE BUYER AND ITS REPRESENTATIVES FOR, ANY LOSSES ARISING FROM OR IN CONNECTION WITH THE MANUFACTURE, HANDLING OR STORAGE OF THE PRODUCTS IN ITS POSSESSION PRIOR TO THE EARLIER OF PICKUP BY BUYER OR BUYER'S AGENT OR TENDER BY IOC TO BUYER OR BUYER'S DESIGNEE, REGARDLESS OF WHETHER OR NOT THE CLAIMS, LIABILITIES, OR EXPENSES ARE OCCASIONED BY OR RESULT FROM THE ACTUAL OR ALLEGED NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, BREACH OF CONTRACT, FAULT, OR OTHER WRONGFUL CONDUCT OF ANY ONE OR MORE OF THE BUYER OR ITS REPRESENTATIVES, OR ANY OTHER PERSON OR ENTITY, IN WHOLE OR IN PART, WHETHER SOLE, JOINT, ACTIVE, OR PASSIVE, AND EVEN IF IOC IS WITHOUT ANY LEGAL FAULT OF ANY KIND CAUSING THE ALLEGED CLAIM, LIABILITY OR EXPENSE. BUYER SHALL GIVE PROMPT NOTICE OF ANY LOSS TO IOC, AND IOC WILL DEFEND BUYER AND ITS REPRESENTATIVES AT BUYER'S REQUEST. THE
8. **CATASTROPHIC LOSSES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, BUYER HEREBY AGREES TO ASSUME THE ENTIRE RESPONSIBILITY AND LIABILITY FOR, AND AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD IOC AND ITS AFFILIATES, AND ITS AND THEIR SUBCONTRACTORS AND ITS AND THEIR EMPLOYEES HARMLESS FROM AND AGAINST CLAIMS, LIABILITIES, AND EXPENSES ARISING FROM: (A) LOSS OR DAMAGE (I) TO ANY GEOLOGICAL FORMATION, STRATA, OR OIL OR GAS RESERVOIR OR MINERALS RESOURCE BENEATH THE SURFACE OF THE LAND OR WATER; (II) FOR THE LOSS OF OR DAMAGE TO ANY HOLE(S) OR WELL(S); AND (III) FOR ANY IMPAIRMENT OF ANY PROPERTY RIGHTS OR OTHER INTERESTS IN OR TO ANY OIL, GAS, OR MINERALS RESOURCES RESULTING FROM BLOWOUT, FIRE, CRATERING, OR ANY OTHER CAUSE; (B) POLLUTION OR CONTAMINATION BELOW THE SURFACE OF THE LAND, SEABED, OR WATER, RESULTING FROM BLOWOUT, FIRE, CRATERING, SEEPAGE, OR ANY OTHER UNCONTROLLED FLOW OF OIL, GAS, OR MINERAL OR ANY OTHER SUBSTANCE; (C) PERSONAL INJURY, DEATH, OR PROPERTY INJURY RESULTING FROM A WILD WELL; COST OF CONTROL OF A WILD WELL, UNDERGROUND OR ABOVE THE SURFACE; AND (D) PERSONAL PROPERTY, DEATH, OR PROPERTY INJURY THAT RESULTS FROM POLLUTION OR CONTAMINATION; REGARDLESS OF WHETHER OR NOT THE CLAIMS, LIABILITIES, OR EXPENSES ARE OCCASIONED BY OR RESULT FROM THE ACTUAL OR ALLEGED NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, BREACH OF CONTRACT, FAULT, OR OTHER WRONGFUL CONDUCT OF ANY ONE OR MORE OF THE IOC OR ITS SUBCONTRACTORS OR ITS OR THEIR EMPLOYEES, OR ANY OTHER PERSON, OR ENTITY, IN WHOLE OR IN PART, WHETHER SOLE, JOINT, ACTIVE, OR PASSIVE, AND EVEN IF BUYER IS WITHOUT ANY LEGAL FAULT OF ANY KIND CAUSING THE ALLEGED CLAIM, LIABILITY OR EXPENSE. THE OBLIGATIONS HEREUNDER SHALL SURVIVE TERMINATION OF THIS AGREEMENT.
9. **NO SPECIAL DAMAGES.** EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS HEREUNDER AND BREACHES OF THE OBLIGATIONS OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY OR ITS REPRESENTATIVES BE LIABLE TO THE OTHER PARTY OR ITS REPRESENTATIVES FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, ARISING FROM A BREACH OR ALLEGED BREACH OF THIS AGREEMENT, EVEN IF SUCH PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **FORCE MAJEURE.** Neither party shall be responsible for any failure to comply with the terms of this agreement, or for any delay in the performance of, or failure to perform under, any contract of sale entered into between Buyer and IOC as contemplated in this agreement, if such failure is due to causes beyond the reasonable control of the party sought to be charged; provided however, the foregoing provisions shall not excuse the failure or delay of either party to pay any amounts which may become due and owing to the other. The party whose performance is impaired hereunder as a result of such causes shall notify the other party of such impairment as soon as practicable after both the occurrence and abatement of such event and shall take all measures which may reasonably be required to perform its obligations under this agreement as quickly as possible.
11. **BUYER'S CREDIT.** IOC reserves the right, among other remedies, either to terminate this agreement or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when payment is due. Should Buyer's credit standing become unsatisfactory to IOC, cash payments or satisfactory security may be required by IOC for future deliveries and for goods theretofore delivered.
12. **CONFIDENTIALITY.** Buyer may be exposed to IOC's confidential and/or proprietary information developed by IOC (including, without limitation, any information regarding specifications, formulations, manufacturing techniques or results regarding the Products or other materials). Buyer acknowledges that such information is of substantial value to and a trade secret and confidential information of IOC and agrees not to disclose, and to prevent the disclosure of, the same to others at any time and to exert the same efforts and to maintain the same precautions that it exerts and maintains with respect to its own confidential and proprietary information with respect to the confidential or proprietary information received from IOC; provided, however, that Buyer may disclose such information (i) if required to do so by applicable laws, rules, regulations, or orders or (ii) if such information was or becomes generally available to the public (other than through a breach by Buyer of this provision). Buyer agrees not to analyze, have analyzed or otherwise attempt to ascertain the compositions of any Products or materials received from IOC without the prior written consent of IOC. Upon termination of this agreement, Buyer shall return to IOC or destroy any confidential information in its possession. The obligations hereunder shall survive termination of this agreement.
13. **NOTICE.** Any notice, request, instruction, correspondence or other document to be given hereunder by either Party to the other (herein collectively called "Notice") shall be in writing and delivered personally or by facsimile to the party's principal place of business set forth in the Agreement. Notice shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. Any party may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.
14. **EXPORT CONTROL COMPLIANCE.** Buyer agrees and covenants to comply with all export control laws, restrictions, national security controls and regulations of the United States of America or other applicable foreign agency or authority, specifically including, but not limited to, the requirements of the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774, and shall not export nor re-export any product to any proscribed country or citizen of a proscribed country unless properly approved by the relevant authority. If, at any time, Buyer knows or has reason to believe that the covenant set forth in the receding sentence has not been, may not have been, or may not be, complied with by any party (a "Non-Compliance Event"), Buyer shall have an affirmative obligation to give actual notice thereof to IOC immediately and without delay. Buyer agrees and covenants further that IOC may, in its sole discretion, terminate any and all of its obligations under the contract or hereunder because of any Non-Compliance Event (regardless of whether Buyer has given notice as required by this section), and that IOC shall not be subject to any liability as a result of, or in connection with, any such termination.

15. **BINDING EFFECT.** This agreement shall be binding on the successors and assigns of Buyer and IOC, provided, however, that Buyer shall not assign this agreement in whole or in part without the prior written consent of IOC.
16. **ENTIRETY OF CONTRACT / WAIVER.** This agreement constitutes the entire agreement of the parties relating to the purchase and sale of Products and all prior or contemporaneous written or oral agreements are merged herein. This agreement may not be amended or otherwise modified except by a writing signed by both parties.
17. **STATUS OF THE PARTIES.** This agreement does not create an agency or distributorship between and among the parties and does not make any party employee, distributor, agent or legal representative of any other party for any purpose whatsoever. No party is hereby granted any right of authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of any other party.
18. **NO THIRD PARTY BENEFICIARIES.** The terms and provisions of this agreement shall be binding upon and inure to the benefit of the parties, and their permitted successors and assigns, and is made solely and specifically for their benefit. No other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this agreement as a third-party beneficiary or otherwise.
19. **SEVERABILITY.** In the event any portion of this agreement shall be found by a court of competent jurisdiction to be unenforceable, that portion of the agreement will be null and void and the remainder of the agreement will be binding on the Parties as if the unenforceable provisions had never been contained herein.
20. **CHOICE OF LAW.** This agreement shall be governed by the laws of the State of Texas, without regard to any conflict-of-law rule or principle that might refer the construction or interpretation of this agreement to the laws of another state. The venue for purposes of any and all lawsuits, cause of actions, arbitrations or other similar proceedings shall be in Harris County, Texas.