

1. Definitions

1.1 "Affiliate" means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party.

1.2 "Buyer" or "Superior" means only the specific entity within Superior Energy Services, Inc. that issues the Purchase Order and does not include any other Affiliates, successors, or assigns unless expressly stated in the Order.

1.3 "Seller" means the company, contractor, or supplier identified in the Purchase Order providing Goods and/or Services under these Terms and Conditions.

1.4 "Order" or "Purchase Order" means the Buyer's written order, including all attachments, specifications, drawings, and these Terms and Conditions, as amended in writing from time to time.

1.5 "Goods" means all materials, equipment, parts, tools, components, or other tangible items to be supplied by Seller under the Order.

1.6 "Services" means all work, labor, or services performed by Seller, including engineering, installation, maintenance, inspection, training, or other related activities.

1.7 "Deliverables" means all Goods, Services, documentation, reports, drawings, software, data, or other materials (whether tangible or intangible) that Seller is required to provide under the Order.

1.8 "Site" means the location(s) designated by Buyer for the delivery or performance of the Goods or Services.

1.9 "Confidential Information" means any non-public, proprietary, or sensitive information disclosed by Buyer to Seller, whether written, oral, electronic, or visual, including business, technical, financial, or operational data.

1.10 "Force Majeure Event" means an event or circumstance beyond the reasonable control of the affected Party, including acts of God, war, terrorism, strikes, epidemics, or governmental restrictions, provided that such event could not have been avoided through reasonable diligence.

1.11 "Specifications" means the technical or functional requirements, drawings, data, or standards referenced in the Order that describe the Goods or Services to be provided.

1.12 "HSE" means Health, Safety, and Environmental.

1.13 "Effective Date" means the date the Seller begins performance or the date Seller acknowledges the Purchase Order in writing, whichever occurs first.

1.14 "Party" means either Buyer or Seller, and "Parties" means both collectively.

1.15 "Laws" means all applicable federal, state, local, and international statutes, ordinances, regulations, rules, codes, orders, and standards.

1.16 "Terms and Conditions" means these terms and conditions,

2. Acceptance & Precedence

Seller's written acknowledgement or commencement of performance constitutes full acceptance of the Order and its intent to be legally binding under its terms, pursuant to the mutually agreed consideration. The terms of the Order prevail over any conflicting or additional terms in Seller's documents unless part of a signed master agreement or expressly stated in the Order and agreed in writing by Buyer. No modification or waiver is valid unless in writing and signed by Buyer. Buyer's silence or failure to object to Seller's terms shall not constitute acceptance thereof.

3. Delivery, Title & Risk

Time is of the essence. Delivery terms shall be DDP (Incoterms 2020) Buyer's Site unless otherwise specified. Title and risk of loss for Goods pass to Buyer upon Buyer's written acceptance after delivery at Buyer's designated Site. Seller shall package and ship Goods to prevent damage and comply with applicable transport regulations. Services must be performed at Buyer's Site or other agreed location. Delays must be promptly communicated, and Buyer reserves the right to cancel undelivered portions without liability for delay. Seller shall ensure all export/import documentation is accurate and compliant and shall indemnify Buyer against customs penalties or delays arising from documentation errors. Notwithstanding any other right or remedy available to Buyer, in the event of Seller's failure to meet the indicated delivery date, Buyer at its discretion may charge to Seller, and Seller agrees to be liable for, any economic loss suffered by Buyer due to Seller's late delivery and/or for any predetermined and agreed liquidated damages, which the parties agree are deemed a genuine pre-estimate of such losses and should not be contested as a penalty.

4. Prices & Payment

Prices are firm, fixed, and inclusive of all applicable taxes, duties, and charges, provided however, that any value added tax ("VAT"), GST, sales tax and/or similar indirect tax will not be included in Seller's price but will be separately identified on Seller's invoice. Invoices are payable within sixty (60) days of receipt and approval. Buyer may withhold disputed amounts pending resolution and shall have the right to audit cost-reimbursable items for a period of five (5) years after payment. No additional charges are permitted without Buyer's prior written approval. Seller shall submit electronic invoices in the format required by Buyer, referencing the applicable Purchase Order number. Invoices not submitted within ninety (90) days from the date of transaction, may be rejected and Seller's payment obligations waived at Buyer's discretion.

Seller represents and warrants to Buyer that the terms and conditions of any Order are at least as favorable to Buyer as those applicable to any other customer of Seller, and the price paid by Buyer is not higher than the price provided by any applicable law, government decrees, order or regulation or the price charged to any other customer of Seller for Goods or Services of like type. If Seller offers to any of its customers or agrees to terms and conditions more favorable than those set forth in any Order or offers a price for Goods or Services of like type lower than the price offered to Buyer, the Order will automatically be revised to conform to the requirements of this Section 4.

5. Warranties

Seller warrants that all Deliverables are new, with the exception of lease or hire items, free from defects in design, material, and workmanship, fit for Buyer's intended purpose, and conform to Buyer's Specifications. Services must be performed in a timely, safe, competent, diligent, and professional manner consistent with industry standards. The warranty period is twelve (12) months from use or twenty-four (24) months from acceptance, whichever occurs first. Repaired or replaced items receive a renewed twelve (12) month warranty. These warranties are in addition to all statutory warranties and survive inspection, acceptance, or payment. Seller further warrants that Deliverables shall not infringe upon third-party intellectual property rights.

6. Health, Safety, and Environmental (HSE) Compliance

Seller shall comply with all applicable HSE Laws, regulations, and Buyer's HSE policies. Seller must maintain a safe workplace, ensure its personnel are trained and qualified, and immediately report any incident, injury, spill, or near miss involving an Order. Buyer may suspend work deemed unsafe without liability. Seller shall maintain required permits and dispose of waste responsibly. Seller shall participate in any required HSE orientation or verification programs before commencing work and maintain HSE performance records available for Buyer's review.

7. Hazardous Materials and Safety Data Sheets

If Deliverables include chemicals or hazardous materials, Seller must comply with all labeling, packaging, and transport regulations (e.g., OSHA, DOT, IMDG). Seller shall provide current Safety Data Sheets (SDS) with each shipment and ensure compliance with applicable environmental and product safety standards. Seller must ensure that all hazardous materials are properly classified, labeled, and accompanied by appropriate emergency response information.

8. Indemnification

Seller and Buyer shall each release, defend, indemnify, and hold harmless the other, including their respective Affiliates, directors, employees, agents, Buyer's clients, and subcontractors of every tier, from and against any and all claims, losses, damages, costs, and liabilities (including attorney's fees) ("Claims"), for bodily injury, death, or property damage to their own personnel or property, arising out of or related to performance under an Order, Regardless of Cause. The indemnities herein shall apply irrespective of the cause thereof or the fault or negligence, sole, joint, or concurrent, active, passive or gross, and breach of duty of the indemnified party statutory or otherwise, of any person, party, or entity, including without limitation any indemnified person, party or entity ("Regardless of Cause").

Seller and Buyer expressly acknowledge that the indemnities and releases of liability contained in this Order require assumption of liability for the negligence of the other party. In the event this Order is subject to the indemnity limitations in Chapter 127 of the Texas Civil Practices and Remedies Code (or any successor statute), and so long as such limitations are in force, each party covenants and agrees to support the mutual indemnity and release obligations contained in Article 8 below, by carrying equal amounts of insurance (or qualified self-insurance) of the types and in the amounts not less than those specified in Article 9 for the benefit of the other party as indemnitee.

Seller agrees to release, defend, indemnify and hold harmless Buyer, its clients and their Affiliates, to the extent of its fault, against any Claims arising from or related to Seller's performance, bodily injury, death, property damages, patent infringements, liens, regulatory violations, unsafe practices, defective Goods, including but not limited to design, manufacturing or labeling defects; failure of the Goods or Services to comply with Laws, regulations or industry standards; and breach of warranties.

9. Insurance

Seller, at its own expense, shall carry with reliable insurance companies satisfactory to Buyer and authorized to do business at the location of the Site, the following types of insurance with at least the following policy limits:

- Commercial General Liability: \$1,000,000 per occurrence (including pollution and contractual liability)
- Automobile Liability: \$1,000,000
- Workers' Compensation / Employers' Liability: Statutory + \$1,000,000
- Umbrella/Excess Liability: \$5,000,000
- Professional Liability: \$5,000,000 (if applicable)

Seller shall maintain insurance coverage as required under an Order, with all deductibles at Seller's expense. Seller waives any rights of subrogation related to deductibles and damage to its equipment, including loss of use, whether insured or not. Seller's insurance shall be primary for its operations, and Buyer's insurance shall not contribute. Seller shall provide Buyer with certificates of insurance confirming coverage and shall ensure Buyer receives thirty (30) days' prior written notice of cancellation or material changes.

Seller shall require its subcontractors to maintain equivalent insurance and indemnification obligations. If required, insurance policies shall name Buyer, its Affiliates, and clients as additional insureds, where permitted by law. Seller shall provide insurance certificates and/or certified copies of policies upon request. Seller shall promptly notify Buyer of any accidents, claims, or incidents related to an Order and furnish all related investigation reports and insurance documentation.

The above requirements are minimum requirements and shall not limit Seller's liability to Buyer and its affiliated companies in any manner, including carrying coverages which are required of Seller by applicable law.

10. Liability Limitation

Except with respect to liquidated damages, confidentiality breaches, or intellectual property infringement, caused by the Seller or its Affiliates, neither Party shall be liable to the other for indirect, incidental, consequential (including as defined under the applicable law), punitive, or special damages, or for loss of profit, use, business, or financial advantage, to the extent such damages are suffered by the indemnified Party, Regardless of Cause.

11. Intellectual Property Rights

Seller warrants and guarantees that the Goods and Services and any materials or equipment associated therewith utilized or provided by Seller hereunder will not infringe any UK, U.S. or other patents, and Seller agrees to defend, release, indemnify and hold Buyer and its customers harmless from any expense (including attorneys' fees and court costs) loss, cost, damage or liability which may be incurred on account of infringement or alleged infringement of patent rights, with respect to the Goods, Services, Deliverables or any associated materials or equipment, and Seller will defend, at its own expense, any action or claim in which such infringement is alleged. Seller further represents and warrants that any labels or trademarks affixed thereto by or on behalf of Seller are free from any valid claim for copyright or trademark infringement. Where development forms part of an Order, the ownership of any invention, design, trade secret or copyright arising from such development shall be transferred to Buyer and the Seller shall cooperate, as necessary, to make such transfer effective as soon as any such right arises.

All Buyer-provided data and materials remain Buyer's property. Any intellectual property developed specifically for Buyer under an Order belongs to Buyer. Seller retains ownership of pre-existing IP but grants Buyer a perpetual, royalty-free license to use any such IP incorporated in the Deliverables.

Seller shall not reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code, structure, or underlying ideas of any Buyer-provided materials, data or technology, nor permit others to do so, without Buyer's prior written consent.

12. Confidentiality & Data Protection

12.1 Data Use and Protection.

Seller shall not disclose, process or use any data, designs, drawings, blueprints, or other information belonging to or supplied by or on behalf of Buyer ("Data") except as necessary to perform an Order.

Seller acknowledges Buyer's ownership and rights in and to the Data and agrees not to contest such rights or disclose any trade secrets or confidential information of Buyer. Seller shall not release, copy, extract, modify, manipulate, or duplicate any part of the Data in any format without Buyer's prior written consent.

Seller shall:

- (a) implement and maintain technical, administrative, and physical safeguards consistent with industry standards and applicable laws to protect Data against unauthorized access, destruction, alteration, or disclosure;
- (b) ensure that all subcontractors, affiliates, and suppliers with access to the Data are contractually bound by equivalent confidentiality, cybersecurity and data protection obligations.

(c) conduct annual security assessments and provide Buyer, upon request, with evidence of compliance.

12.2 Breach Notification and Incident Response.

Seller shall maintain a written incident response plan and promptly notify Buyer within twenty-four (24) hours of any actual or suspected data breach, loss, or unauthorized access involving Buyer's Data. This notification shall include:

- a description of the incident;
- the type of Data affected;
- steps taken to mitigate harm (including efforts to recover any compromised Data), and
- contact information for further inquiries.

12.3 Indemnification and Liability for Data Breaches

Seller shall indemnify, defend, and hold harmless Buyer and its affiliates from any claims, losses, damages, liabilities, or expenses (including attorneys' fees, court costs and regulatory fines) arising out of or in connection with:

- (a) any breach of this section;
- (b) any violation of applicable data protection or cybersecurity laws;
- (c) any unauthorized use or disclosure of Data by Seller or its subcontractors, unless expressly authorized in writing by Buyer; and
- (d) any actual or suspected data breach, security incident, or compromise of Buyer's Data while under Seller's possession, custody, or control, regardless of whether caused by Seller, its employees, agents, subcontractors, or affiliates.

12.4 Return or Destruction of Data

Upon Buyer's request or termination of the Order, Seller shall securely return Buyer's Data and any copies thereof or, at Buyer's written direction, permanently delete or destroy Buyer's Data in accordance with recognized secure deletion standards and certify completion in writing.

13. Compliance, Ethical Conduct, and Sanctions Representation

Seller represents, warrants, and covenants that:

a) Legal and Regulatory Compliance.

Seller shall comply with all applicable Laws and international standards, including but not limited to those relating to anti-bribery, anti-corruption, anti-money laundering, export controls, trade sanctions, customs compliance, labor and employment, environmental obligations, and human rights. This includes adherence to the U.S. Foreign Corrupt Practices Act (FCPA), UK Bribery Act, OECD Anti-Bribery Convention, GDPR, CCPA, and any similar laws in jurisdictions where Seller operates.

b) Ethical Conduct and Human Rights

Seller shall not, directly or indirectly, engage in bribery, corruption, facilitation payments, fraud, forced labor, child labor, human trafficking, or any other unethical or illegal conduct. Seller shall maintain traceability systems to verify that Goods and Services are free from forced labor and shall provide supporting documentation upon Buyer's request.

c) Export Controls and Sanctions

Seller shall comply with all applicable export control and sanctions regimes, including U.S. Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), OFAC sanctions, and equivalent foreign laws. Seller shall provide accurate Export Control Classification Numbers (ECCN) and Harmonized System (HS) codes for all Goods and Services upon request and maintain records demonstrating compliance. Seller shall screen all transactions against denied-party lists and ensure no dealings with sanctioned entities, countries, or regions.

d) Representation and Warranty Regarding Sanctions Status Seller represents and warrants that:

- i) It is not a sanctioned party, nor owned or controlled, directly or indirectly, in whole or in part, by any sanctioned party or entity listed on any applicable sanctions or restricted party list.
- ii) It is not located in, organized under the laws of, or ordinarily resident in any jurisdiction subject to comprehensive sanctions.
- iii) It shall not become a sanctioned party or engage in any transaction that would cause Buyer to violate applicable sanctions laws during the term of the Order.
- iv) Seller shall promptly notify Buyer in writing if any of the above representations become inaccurate or if Seller becomes subject to any sanctions or restrictions.

e) Audit and Flow-Down Obligations

Seller shall maintain accurate books, records, and compliance documentation for a minimum of five (5) years and make them available for audit by Buyer or its representatives upon reasonable notice. Seller shall ensure that subcontractors and suppliers comply with equivalent standards and shall flow-down these obligations contractually.

f) Material Breach and Indemnification.

Failure by Seller to comply with this section, or any breach of its representations or warranties herein, shall constitute a material breach of this Agreement. Upon such breach, Buyer may, at its sole discretion and without prejudice to any other rights or remedies available at law or in equity, immediately terminate the Order by written notice. Seller shall indemnify, defend, and hold harmless Buyer, its affiliates, and their respective officers, directors, employees, and agents from and against any and all losses, liabilities, damages, costs, expenses (including reasonable attorneys' fees), fines, or regulatory penalties arising out of or relating to such breach.

14. Audit & Inspection Rights

Buyer may conduct audits or inspections of Seller's facilities, books, and records related to an Order. Seller shall cooperate and retain records for at least five (5) years following completion or termination. Buyer may inspect Deliverables at any reasonable time before acceptance and reject nonconforming items without prejudice to other remedies.

15. Changes & Variations

Buyer may issue written changes to any Order. Seller must submit any equitable adjustment claim within ten (10) days. Seller shall not perform out-of-scope work without written authorization.

16. Termination

Buyer may terminate for convenience at any time. Upon convenience termination, Buyer shall pay for conforming Goods or Services delivered. Buyer may terminate for default or breach and such termination shall become effective if Seller does not cure such default within the time set forth in the notice of default. Buyer may terminate immediately if Seller becomes insolvent, bankrupt, or undergoes an adverse change of control, or in the event of compliance or regulatory breach pursuant to Section 13. Upon termination, Seller shall deliver all work in progress and Buyer property within five (5) days.

17. Force Majeure

Neither Party is liable for delays caused by Force Majeure Event beyond reasonable control (e.g., acts of God, war, strikes, or government actions). If delays exceed thirty (30) days, Buyer may cancel without liability.

18. Subcontracting & Assignment

Seller may not assign or subcontract without Buyer's written consent. Approved subcontractors must meet equivalent standards and insurance obligations. Seller remains responsible for subcontractor performance.

19. Business Continuity

Seller shall maintain business continuity and disaster recovery plans to ensure uninterrupted supply. Seller shall notify Buyer of disruptions and cooperate in implementing contingency measures.

20. Free Issue Goods & Materials

Notwithstanding the indemnities set forth in Section 8, Seller shall be strictly liable for any loss or damage to Buyer's materials while in Seller's custody, and for any loss of or damage to Buyer's provided equipment or materials while being transported by Seller, and Buyer may deduct the reasonable cost of repair or replacement from amounts due to Seller.

21. Claims & Liens

Seller shall keep Buyer's property free of liens. If a lien is filed and not discharged within ten (10) days, Buyer may discharge it and deduct related costs from Seller's payments.

22. Statutory Employer

When Seller's personnel perform services for Superior, they will be considered statutory employees of Superior solely for workers' compensation purposes under applicable law. Seller remains fully responsible for providing workers' compensation benefits, wages and taxes and agrees not to seek reimbursement from Superior. Seller shall indemnify Superior for any related claims. This clause does not limit Seller's other indemnity or insurance obligations.

23. Notices

All notices must be in writing and delivered by hand, courier, or confirmed electronic means. Notices are deemed received when acknowledged or confirmed by delivery receipt.

24. Governing Law & Dispute Resolution

U.S. land-based Orders: governed by Texas law, disputes resolved exclusively in the state or federal courts in Harris County, Texas. Performance contemplated in or above US navigable waters shall be governed by the General Maritime Law of the United States. International Orders: governed by English law, disputes resolved exclusively in the courts of England and Wales.

25. Severability, Entire Agreement & Survival

If any provision of these Terms and Conditions is invalid, the remainder remains enforceable. This document and any Purchase Order constitute the entire agreement. Indemnity, confidentiality, warranty, liability, and audit provisions survive termination.

26. Local Content and Community Engagement

Where required by law or Buyer policy, Seller shall use reasonable efforts to maximize local content, hire local labor, and engage local suppliers in performance of an Order.

27. Code of Conduct & Reporting

Seller shall adhere to Buyer's Supplier Code of Conduct available here: [Supplier Code of Conduct](#) or upon request. Seller must promptly report any suspected violations of law, unethical behavior, or conflicts of interest involving this Order through Buyer's compliance reporting [channels](#).