



➤ 9440 Bamboo Road Houston TX 77041  
➤ 450 Covington Road Haughton LA 71037  
➤ 13102 N Navarro Street Victoria TX 77904

832-300-2650 Main  
318-949-1591 Main  
361-894-6507 Main

---

## PURCHASE ORDER TERMS AND CONDITIONS

### 1. Introduction

This document sets forth the Purchase Order Terms and Conditions (the "Terms and Conditions") of Sullivan Process Controls LLC and/or any subsidiary or other affiliate entity thereof (individually and collectively, "SPC" or "Company") issuing a corresponding Purchase Order. Unless agreed otherwise by Company in a manner expressly permitted by these Terms and Conditions, these Terms and Conditions and the corresponding Purchase Order (collectively with one another and with any corresponding SPC specifications or other SPC attachments, the "PO") exclusively and entirely govern the sale or other provision of all products and/or services subject of the PO (the "Products" and "Services") to Company by the seller identified on the face of the PO (the "Seller"). These Terms and Conditions cannot be amended, supplemented or superseded except in a writing signed by an officer of Company and which both specifically identifies these Terms and Conditions by the title first set forth above and expressly evidences Company's intent to amend, supplement or supersede these Terms and Conditions. Seller acknowledges that it has reviewed and agrees to be bound by these Terms and Conditions and Seller's assent to these Terms and Conditions shall be conclusively evidenced by Seller's acceptance of the PO and/or by Seller's taking any action to fulfill or payment relating to the PO. These Terms and Conditions shall prevail over any of Seller's proposed terms and conditions. Company's receipt of Products or Services from Seller does not constitute Company's acceptance of any of Seller's terms and conditions and does not serve to modify or amend these Terms and Conditions. Any proposed term or condition of Seller's which is in any way inconsistent with or purports to add to these Terms and Conditions shall not be binding upon Company, notwithstanding Company's failure to specifically object to any such inconsistent or additional term or condition, and Company hereby objects to and rejects any such inconsistent or additional term or condition. If Seller objects to any of these Terms and Conditions, such objection must be in writing and received by Company prior to commencement of performance by Seller hereunder.

### 2. Acceptance of Terms and Conditions

This PO is expressly conditioned on Seller's acceptance of these Terms and Conditions. SPC expressly objects to and rejects any additions, deletions or differences in any terms or conditions contained in Seller's quotation, proposal, acknowledgement or other documentation, whether or not such additions, deletions or differences materially alter this PO. If this PO is issued pursuant to a pre-existing, duly executed written agreement between SPC and Seller (e.g., a master services agreement or the like), then, in the event of an inconsistency or conflict between the provisions of any such agreement and this PO, the inconsistency or conflict will be resolved by giving precedence in the following order: (a) the agreement, (b) the provisions appearing on the face of the PO, (c) these Terms and Conditions.

### 3. Performance; Time is of the Essence

Time is of the essence in Seller's performance of this PO. If the Products are not delivered or the Services are not performed in the manner and at the times specified, SPC reserves the right without liability, and in addition to all other rights and remedies, to take either or both of the following actions: (a) direct expedited delivery of the Products or performance of the Services, with any difference in cost caused by such change borne by Seller and/or (b) purchase substitute Products or Services and charge Seller with any loss or additional costs SPC incurs. Seller shall promptly advise SPC of any actual or potential delay in Seller's performance, including but not limited to with regard to any Products or other materials placed under backorder. Seller's performance is not deemed completed until the Products or Services have been finally accepted by SPC. All Products shipped under this PO are to be shipped in accordance with SPC's instructions on the face of the PO or otherwise, and shall be shipped DDP SPC's facilities unless otherwise agreed by SPC.

### 4. Inspection

All Products and Services purchased hereunder are subject to inspection by SPC at all reasonable times and places notwithstanding the terms of payment, and in any event, prior to final acceptance by SPC. No inspection made prior to final acceptance will relieve Seller from responsibility for failure to meet the requirements of this PO. In the event the Products or Services do not meet the applicable specifications and instructions, Seller will promptly re-perform the nonconforming Services or provide replacement Products satisfactory to SPC at Seller's sole expense. If Seller is unwilling or unable to accomplish the foregoing in a timely manner, SPC may procure such Products or Services from another source and charge to Seller's account all costs, expenses and damages associated therewith.

### 5. Payment

Invoices must contain at least the following information: PO number, part number(s) and/or description of Services (as applicable), prices, extended totals; and must attach all supporting documentation, if any. To the extent applicable, all invoices must include any tax amounts, listed separately. Invoices submitted hereunder will be paid Net 45 days after receipt of a correct invoice or acceptance of Products or Services by SPC, whichever occurs later. Any adjustments to Seller's invoices due to late performance, rejections, or other failure to comply with the requirements of this PO may be made by SPC before payment. Payment does not constitute final acceptance. SPC may offset against any payment to Seller any amount owed to SPC by Seller (including any affiliate of Seller).

### 6. Changes

SPC may, by written notice to Seller, make changes to any one or more of the following: (a) specifications for Services or Products, (b) quantity, and (c) place and/or time of performance. For any reason, SPC may direct Seller to suspend in whole or in part the provision of Products or the performance of Services hereunder permanently or for such period of time as may be determined by SPC to be necessary or desirable. If any such change or suspension causes an increase or decrease in the cost or time required for the performance of Services or provision of Products hereunder, an adjustment may be made in the price or delivery schedule, or both, in which case the PO may be modified in accordance with applicable law. Any claim for adjustment by Seller will be deemed waived unless asserted in writing within ten (10) days from receipt by Seller of notice of any change.



- 9440 Bamboo Road Houston TX 77041
- 450 Covington Road Haughton LA 71037
- 13102 N Navarro Street Victoria TX 77904

- 832-300-2650 Main
- 318-949-1591 Main
- 361-894-6507 Main

---

## 7. Warranties

Seller expressly warrants that all Products provided under this PO will conform to SPC's specifications, to the extent such Products are to be made according to specifications provided by SPC. Seller expressly warrants that all Services provided under this PO will be rendered competently and effectively by someone with necessary knowledge, training, or experience, in a proficient manner. Seller further warrants that the Products are merchantable and, to the extent any such Products are not to be made according to specifications provided by SPC, Seller warrants that such Products are fit for the particular purpose for which SPC is purchasing the Products and do not infringe any intellectual property right of any third party in the United States or elsewhere. In the event of any breach by Seller of any of the aforementioned warranties, Seller shall, at Seller's sole expense and at SPC's sole option, either: (a) provide replacement Products satisfactory to SPC, (b) re-perform the nonconforming Services to the satisfaction of SPC, or (c) refund to SPC the total amount paid for such Products or Services. The aforementioned warranties and remedies are cumulative, not exclusive, and are in addition to all other warranties and remedies applicable to the Products and/or Services, whether express, implied, statutory or otherwise. SPC's receipt of, inspection of and/or payment for the Products and/or Services shall not constitute a waiver of any breach by Seller of any of the foregoing warranties.

## 8. Confidential Information

SPC and Seller acknowledge that in their course of dealings, Seller may learn from SPC or otherwise become privy to confidential or proprietary information of SPC, including without limitation information pertaining to SPC's products, customers, business activities or operations, employees, trade secrets, or other things which by their kind or nature should reasonably be considered confidential (the "Confidential Information"). Seller shall not disclose Confidential Information to anyone other than Seller's employees with a bona fide need to know such information in connection with this PO, and Seller shall be responsible for any and all acts of such employees with regard to such Confidential Information. Seller shall not disclose any Confidential Information to any third party for any reason without prior written permission from SPC. Seller shall not use any Confidential Information for any reason other than to perform its obligations under the PO. Seller shall use at least the same degree of care (and no less than a reasonable degree of care) that it uses with regard to its own confidential information to prevent the disclosure or misuse of SPC Confidential Information. All Company Confidential Information disclosed to Seller shall be and remain the property of Company and nothing in this PO is intended or shall be construed to grant or confer any right to such Company Confidential Information to Seller. Upon request, Seller shall promptly return to Company all Company Confidential Information in Seller's possession, custody or control, including all copies, notes and other materials reflecting or based on any such Company Confidential Information. Seller acknowledges and agrees that Company will suffer irreparable injury if any Company Confidential Information is made public, released to a third party or otherwise disclosed or used in breach of this PO and that Company shall be entitled to obtain preliminary and permanent injunctive relief against any actual or threatened breach of this Section. SELLER AGREES TO FULLY REIMBURSE, INDEMNIFY AND HOLD HARMLESS COMPANY GROUP (AS DEFINED ELSEWHERE IN THESE TERMS AND CONDITIONS) FROM AND AGAINST ANY AND ALL COSTS, LOSSES AND DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY ACTUAL OR THREATENED VIOLATION BY ANY MEMBER OF SELLER GROUP OF THIS SECTION.

## 9. Termination For Convenience

SPC may terminate this PO in whole or in part at any time and without cause. Upon notice of termination, Seller will inform SPC of the extent (if any) to which Seller has completed its performance under this PO as of the date of such notice and shall collect and deliver to SPC any Products or Work Product (as defined elsewhere in these Terms and Conditions) which then exists in Seller's possession. SPC will pay Seller for Products or Services accepted and performed through the effective date of termination, provided that SPC will not be obligated to pay more than the pro rata payment that otherwise would have been due for such accepted or performed Products or Services in the absence of such termination. SPC shall have no further payment obligation in connection with any termination.

## 10. Indemnification

a. Seller Indemnity Obligations. SELLER AGREES TO AND SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY, ITS PARENTS, AFFILIATES, SUBSIDIARIES, PARTNERS, OWNERS, JOINT VENTURERS, AND CONTRACTORS OF ANY TIER (INCLUDING SUBCONTRACTORS), AND THE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, INSURERS AND CONSULTANTS (SPECIFICALLY EXCLUDING SELLER GROUP) OF ANY OF THE FOREGOING, AND ITS AND THEIR RESPECTIVE SUCCESSORS, HEIRS AND ASSIGNS (THE "COMPANY GROUP") FROM AND AGAINST ANY AND ALL ACTIONS, CAUSES OF ACTION, COSTS (INCLUDING WITHOUT LIMITATION INVESTIGATION, LITIGATION, EXPERT AND COURT COSTS), DAMAGES, DEMANDS, FINES, INTEREST, JUDGMENTS, LIABILITIES, LOSSES, PENALTIES, PROCEEDINGS, CAUSES OF ACTION OF EVERY TYPE AND CHARACTER, SUITS (INCLUDING APPEAL), AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "CLAIMS") THAT DIRECTLY OR INDIRECTLY ARISE OUT OF, RELATE TO OR RESULT FROM ANY (I) ACT OR OMISSION OF SELLER, ITS PARENTS, AFFILIATES, SUBSIDIARIES, PARTNERS, OWNERS, JOINT VENTURERS, AND CONTRACTORS OF ANY TIER (INCLUDING SUBCONTRACTORS), AND THE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, INSURERS AND CONSULTANTS (SPECIFICALLY EXCLUDING COMPANY GROUP) OF ANY OF THE FOREGOING, AND ITS AND THEIR RESPECTIVE SUCCESSORS, HEIRS AND ASSIGNS (THE "SELLER GROUP") IN CONNECTION WITH ANY MEMBER OF SELLER GROUP'S POSSESSION, USE, NONUSE, STORAGE, TRANSPORTATION, HANDLING, DISPOSITION, MAINTENANCE, OR DISPOSAL OF, OR ANY OTHER MANAGEMENT OR CONDUCT WITH RESPECT TO, ANY PRODUCT OR SERVICE, INCLUDING WITHOUT LIMITATION ANY SYSTEM IN WHICH ANY PRODUCT IS INCORPORATED AND ANY SYSTEM ON WHICH SERVICES ARE PERFORMED OR OTHERWISE UTILIZED; (II) INJURY TO, OR ILLNESS OR DEATH OF, ANY MEMBER OF SELLER GROUP ARISING OUT OF OR RELATING TO THIS PO OR ANY PRODUCT OR SERVICE PROVIDED UNDER THIS PO; (III) LOSS OF OR DAMAGE TO ANY PROPERTY OF ANY MEMBER OF SELLER GROUP ARISING OUT OF OR RELATING TO THIS PO OR ANY PRODUCT OR SERVICE PROVIDED UNDER THIS PO; AND (IV) INJURY TO, OR ILLNESS OR DEATH OF, OR LOSS OF OR DAMAGE TO ANY PROPERTY OF, ANY MEMBER OF COMPANY GROUP OR ANY THIRD PARTY ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF ANY MEMBER OF SELLER GROUP IN CONNECTION WITH THIS PO OR ANY PRODUCT OR SERVICE PROVIDED UNDER THIS PO.



➤ 9440 Bamboo Road Houston TX 77041      832-300-2650 Main  
➤ 450 Covington Road Haughton LA 71037      318-949-1591 Main  
➤ 13102 N Navarro Street Victoria TX 77904      361-894-6507 Main

b. Fair Notice. SELLER ACKNOWLEDGES AND AGREES THAT THE FOREGOING SELLER INDEMNITY OBLIGATIONS ARE INTENDED TO BE ENFORCEABLE AGAINST SELLER EVEN IF ANY SUCH CLAIM IS CAUSED BY OR CONTRIBUTED TO BY THE NEGLIGENCE, STRICT LIABILITY, GROSS NEGLIGENCE OR OTHER NONWILLFUL FAULT OF ANY MEMBER OF COMPANY GROUP (I) IN PART AND/OR (II) IN WHOLE.

c. Release of Company Group; Fair Notice. SELLER AGREES TO AND HEREBY DOES RELEASE AND FOREVER DISCHARGE COMPANY GROUP FROM ANY LIABILITY FOR ANY (I) ACT OR OMISSION OF ANY MEMBER OF SELLER GROUP IN CONNECTION WITH ANY MEMBER OF SELLER GROUP'S POSSESSION, USE, NONUSE, STORAGE, TRANSPORTATION, HANDLING, DISPOSITION, MAINTENANCE, OR DISPOSAL OF, OR ANY OTHER MANAGEMENT OR CONDUCT WITH RESPECT TO, ANY PRODUCT OR SERVICE, INCLUDING WITHOUT LIMITATION ANY SYSTEM IN WHICH ANY PRODUCT IS INCORPORATED AND ANY SYSTEM ON WHICH SERVICES ARE PERFORMED OR OTHERWISE UTILIZED; (II) INJURY TO, OR ILLNESS OR DEATH OF, ANY MEMBER OF SELLER GROUP ARISING OUT OF OR RELATING TO THIS PO OR ANY PRODUCT OR SERVICE PROVIDED UNDER THIS PO; (III) LOSS OF OR DAMAGE TO ANY PROPERTY OF ANY MEMBER OF SELLER GROUP ARISING OUT OF OR RELATING TO THIS PO OR ANY PRODUCT OR SERVICE PROVIDED UNDER THIS PO; AND (IV) INJURY TO, OR ILLNESS OR DEATH OF, OR LOSS OF OR DAMAGE TO ANY PROPERTY OF, ANY MEMBER OF COMPANY GROUP OR ANY THIRD PARTY ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF ANY MEMBER OF SELLER GROUP IN CONNECTION WITH THIS PO OR ANY PRODUCT OR SERVICE PROVIDED UNDER THIS PO. SELLER ACKNOWLEDGES AND AGREES THAT THE FOREGOING RELEASE OF COMPANY GROUP IS INTENDED TO BE ENFORCEABLE AGAINST SELLER EVEN IF ANY SUCH CLAIM IS CAUSED BY OR CONTRIBUTED TO BY THE NEGLIGENCE, STRICT LIABILITY, GROSS NEGLIGENCE OR OTHER NONWILLFUL FAULT OF ANY MEMBER OF COMPANY GROUP (I) IN PART AND/OR (II) IN WHOLE.

#### 11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SPC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS PO EXCEED THE TOTAL AMOUNT ACTUALLY PAID OR PAYABLE BY SPC TO SELLER FOR THE APPLICABLE GOODS OR SERVICES PROVIDED UNDER THIS PO, NOR WILL SPC OR ITS RELATED LEGAL ENTITIES BE LIABLE FOR ANY LOST REVENUES, LOST PROFITS, INCIDENTAL, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

#### 12. Intellectual Property

a. Ownership. All records, software, files, data, reports, specifications, drawings, technical information, work product, notes, plans, strategies, intellectual property embodiments, ideas, concepts and other materials and information provided by SPC or prepared or developed by or for SPC pursuant to this PO ("Work Product") is and shall remain the sole and exclusive property of SPC. Seller hereby assigns to SPC any and all rights, title and interest Seller may have or come to have in and to the Work Product, including without limitation all intellectual property rights throughout the world relating thereto and ownership of all media in which any such Work Product was first fixed. Seller waives all moral rights Seller may have or come to have relating to the Work Product, and Seller agrees that, upon reasonable request by SPC, Seller shall take such further actions and lend such further assistance as SPC or its counsel deems necessary or appropriate to perfect SPC's rights, title or interest in or to any Work Product, including without limitation by way of execution and delivery of declarations, instruments of conveyance and other documents pertaining to any application or registration SPC may file or obtain. Seller shall promptly return or otherwise provide to SPC all Work Product upon request from SPC at any time.

b. No License from Company. Nothing in this PO is intended or shall be construed to convey to Seller any license or other right (whether by implication, estoppel or otherwise) in or to any intellectual property or intellectual property right of SPC and SPC expressly reserves all such intellectual property and intellectual property rights, including without limitation all such rights pertaining to patents, trademarks (including service marks), copyrights, trade secrets and any subject matter eligible for protection by way of any of the foregoing or any other mechanism of intellectual property protection provided by law. SPC reserves and retains all copyrights in and to all copyrightable works provided to Seller by SPC and/or created in whole or in part by Seller or any Seller personnel in connection with this PO.

c. License from Seller. Seller warrants and represents that none of the Products or Services provided under this PO incorporates any intellectual property or intellectual property right of Seller. Notwithstanding anything to the contrary in this PO, to any and all extents to which any Product or Service incorporates any intellectual property or intellectual property right of Seller, Seller hereby grants to SPC an unlimited, transferrable, non-exclusive, royalty-free, fully paid up, worldwide right and license to use, copy, modify, create derivative works from, and otherwise utilize and practice for any reason or purpose all such intellectual property and intellectual property rights.

d. Tooling. Seller acknowledges and agrees that all tooling paid for by SPC is and shall remain the sole and exclusive property of SPC. Upon SPC's request at any time, Seller shall promptly deliver to SPC (or to a third party specified by SPC, as the case may be) all such tooling in good and working condition, in which case SPC will bear the reasonable expense of such delivery.

e. Marking. Seller acknowledges and agrees that, where applicable, all Products and all Product and/or Service related materials shall be marked with notice of SPC's intellectual property rights (e.g., patent rights, trademark rights, copyrights) in accordance with applicable law and as directed by SPC. Seller warrants, represents and agrees that Seller will not market or sell any Product marked with notice of SPC's intellectual property rights to any person or entity other than SPC without prior written permission from SPC.

f. No Copying. Copying of SPC's product specifications or of Products made according to SPC's specifications is strictly prohibited. Seller warrants, represents and agrees that Seller will not market or sell any Product made according to SPC's specifications to any person or entity other than SPC without prior written permission from SPC.



- 9440 Bamboo Road Houston TX 77041 832-300-2650 Main
- 450 Covington Road Haughton LA 71037 318-949-1591 Main
- 13102 N Navarro Street Victoria TX 77904 361-894-6507 Main

---

### 13. Relationship of the Parties

Seller is an independent contractor and nothing contained in this PO is intended or will be construed to create a partnership, joint venture, agency or other relationship. Seller is solely responsible for payment of all compensation owed to its employees, as well as for all employment-related or other taxes that are or may be due by Seller. No agreement or commitment entered into by Seller with a third party will be binding on SPC. SPC assumes no liability with respect to any agreement or commitment entered into by Seller with Seller's employees, agents, suppliers, or otherwise.

### 14. Subcontracts and Assignments

Seller agrees to obtain SPC's prior written approval before subcontracting or attempting to subcontract this PO or any portion thereof. Seller shall not assign or attempt to assign any right or obligation under this PO to any other person or entity without the prior written consent of SPC. Any purported assignment by Seller in violation of this Section shall be null and void.

### 15. Compliance with Laws

Seller agrees to comply with and abide by, and is solely responsible for Seller's compliance with, all federal, state and local laws and regulations governing or otherwise relating to Seller's performance under this PO, whether now existing or future promulgated. Seller shall at all times comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA") and with all other anti-corruption and/or anti-bribery laws applicable in any jurisdiction in which the Products are or will be disposed and/or the Services are being or will be performed. Seller represents and warrants that neither it nor any of its employees or agents has taken or will take any action to cause Seller or SPC to be in violation of the FCPA. Seller represents and warrants that neither it nor any of its employees or agents has paid, offered or agreed to pay, caused to be paid, or caused to be offered or agreed to be paid, directly or indirectly, in respect of this PO, any political contributions, fees or commissions to any public or governmental employee or official anywhere for the purpose of influencing such official's act or decision to provide business to Seller or SPC. Seller shall be and remain solely responsible for management of any hazardous or toxic waste or material (collectively, "Waste") owned by Seller or otherwise associated with Seller's business or provision of Products and/or Services under this PO. Seller shall be solely responsible for all costs and expenses associated with the handling, removal, cleaning, storage or other disposition of any and all Waste associated with the Products and/or Services owing to the fault of Seller, and SPC shall bear no responsibility or liability for the same. SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY GROUP FROM AND AGAINST ANY AND ALL CLAIMS BROUGHT BY OR ON BEHALF OF ANY PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH ANY ACTUAL OR ALLEGED VIOLATION BY ANY MEMBER OF SELLER GROUP OF THIS SECTION.

### 16. Insurance

Upon request by SPC, Seller will secure and maintain insurance providing sufficient coverage to comply with Seller's obligations under this PO, including without limitation Seller's indemnity obligations, and will promptly provide to SPC evidence sufficient to show the existence and terms of such insurance.

### 17. Publicity

In the absence of prior written consent from SPC in each instance, Seller shall not use the names, trademarks or logos of SPC or of any of SPC's customers in any manner whatsoever, including without limitation in any news release, public announcement, advertisement, or other publication.

### 18. Force Majeure

SPC shall not be liable to Seller for failure to perform or to timely perform any of SPC's obligations under this PO when such performance is prevented or delayed by Force Majeure or by a decision of SPC reasonably made under the circumstances for the purpose of limiting or preventing the exposure of SPC, its personnel and/or others to Force Majeure. For purposes of this PO, "Force Majeure" shall mean causes, events or other circumstances which are beyond the reasonable control of SPC and which could not have been avoided or prevented by SPC's reasonably diligent foresight, planning and implementation. Such causes, events or other circumstances shall include, without limitation, acts of God, war (declared or undeclared), terrorism, insurrection, hostility, riot, flood, fire, storm, casualty loss, disease, pandemic, epidemic, governmental law, regulation or administrative order, lack of or inability to obtain materials, fuel, transportation or required supplies, acts of Seller, acts of civil or military authorities, power or utility failures, breakdown of equipment, machinery, tools, or production facilities, differences with workmen, strike, boycott, and labor shortage, and each of the foregoing whether or not wholly unforeseeable.

### 19. Governing Law; Venue

THIS PO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPALS. THE PARTIES HEREBY STIPULATE AND AGREE THAT ANY SUIT OR PROCEEDING BROUGHT TO ENFORCE ANY OBLIGATION OR COVENANT UNDER THIS PO SHALL BE BROUGHT EXCLUSIVELY IN A COURT OF COMPETENT JURISDICTION IN HARRIS COUNTY, TEXAS AND THE PARTIES HEREBY SUBMIT TO THE PERSONAL JURISDICTION OF SUCH COURT(S).

### 20. Third Party Fraud; Electronic Communications

Seller acknowledges and agrees that electronic fraud (e.g., phishing scams, business email compromise (BEC) campaigns, etc.) is increasingly common in today's world and thus that e-security is of the utmost importance. Seller warrants, represents and agrees that Seller will at all times relevant to this PO utilize and maintain e-security measures at least as robust as those measures commonly employed in the applicable industry (and in no event less than commercially reasonable measures). Seller expressly authorizes SPC to communicate with Seller via email and agrees that SPC is entitled to rely on (including by way of acting in reliance on) any information set forth in an email (including attachments) that is, or which reasonably appears to be, a genuine email from Seller. Seller further acknowledges and agrees that any loss or damage to Seller or SPC resulting from any inadequacy or breach of Seller's e-security measures (including without limitation compromised passwords, hacking, BEC events, or impersonation by unauthorized Seller personnel or third parties) shall be borne entirely by Seller. SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD



- 9440 Bamboo Road Houston TX 77041 832-300-2650 Main
- 450 Covington Road Haughton LA 71037 318-949-1591 Main
- 13102 N Navarro Street Victoria TX 77904 361-894-6507 Main

---

HARMLESS COMPANY GROUP FROM AND AGAINST ANY AND ALL CLAIMS BROUGHT BY OR ON BEHALF OF ANY PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH ANY ACTUAL OR ALLEGED BREACH OF SELLER'S E-SECURITY MEASURES.

**21. Miscellaneous**

Any rights and remedies specified under this PO are cumulative, non-exclusive and in addition to any other rights and remedies available at law or in equity. Any notice required or permitted by this PO shall be deemed given upon the earlier of actual receipt and three (3) days after mailing via U.S. Mail or a nationally recognized courier. The captions contained in this PO are included for convenience only and shall not affect the interpretation of the PO. All terms defined in this PO shall have such defined meanings when used herein. Terms such as "herein" and "hereunder" refer to the PO as a whole unless otherwise indicated. Failure to enforce any provision of this PO in any particular instance shall not constitute or be deemed to constitute a waiver of or preclude subsequent enforcement of the same provision or any other provision in any other instance. This PO shall be binding upon and shall inure to the benefit of the parties and their respective successors, heirs and permitted assigns. Seller warrants and agrees that no brokers or intermediaries have been engaged by Seller in connection with this PO. Seller acknowledges and agrees that it has or could have had its attorney review this PO and that the rule of construction to the effect that any ambiguities be resolved against the drafting party shall not be employed in the interpretation of this PO. Should any part of this PO be held invalid or unenforceable for any reason by a court of competent jurisdiction, such holding shall not affect the remainder of this PO, which remainder shall continue in full force and effect. Each provision of this PO which by its kind or nature is intended or should be deemed to survive the expiration or termination of this PO shall so survive, including, without limitation each of Sections 1-21 of this PO. Seller acknowledges and agrees that these Terms and Conditions are a part of the consideration for the Products and/or Services purchased by SPC and that if such Terms and Conditions were not accepted and agreed to by Seller then a lesser cash consideration would be paid by SPC for the Products and/or Services.