

## GENERAL TERMS AND CONDITIONS

**THESE TERMS AND CONDITIONS CONTAIN PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF THE OTHER PARTY AND THIS SENTENCE SHALL SERVE AS THE NOTICE REQUIRED BY THE EXPRESS NEGLIGENCE RULE. Any Work provided by KLX is subject to these General Terms and Conditions unless superseded by a Master Service Agreement, or similar agreement, signed by the parties.**

The services, supplies, equipment, materials, or goods to be provided ("Services", "Products" or, collectively, the "Work", as applicable) by **KLX Energy Services LLC** or its affiliates as applicable ("KLX") will be provided to you as customer ("Customer") in accordance with the following terms and conditions (this "Agreement"):

- 1. Proof of Services or Delivery of Products.** KLX will furnish verification of proof of Services performed and Product delivery to Customer's representative at the time of performance of the Services or Product delivery. Customer agrees to sign and return such verification within three (3) days of receipt. Customer's signature indicates acceptance of the Services or Products.
- 2. Price and Payment.** Customer will pay KLX for the Work in accordance with KLX's quotation or the then current price list and any agreed discounts, as applicable. Prices do not include taxes. Customer will pay all applicable taxes related to the Work. Customer will pay KLX in advance for the Work unless KLX has approved credit prior to the performance of the Work. Credit terms for approved accounts require payment of the total invoiced amount on or before the 30<sup>th</sup> day from the date of the invoice. Past due accounts will accrue interest on the balance due at the rate of 1½% per month or the maximum allowable under applicable state law if such law limits interest to a lesser amount. Customer will be responsible for any fees incurred by KLX in the collection of any amounts owed under this, including but not limited to attorneys' fees and/or collection fee costs. Waiver of any service charge or interest for any one month will not be deemed a waiver of future charges.
- 3. Credit Approval.** The Work is subject to current credit approval. From time to time, KLX may review Customer's creditworthiness. Customer agrees to provide KLX with all credit information reasonably requested, and Customer represents and warrants to KLX now, and each time Customer requests Work, that all information Customer has provided is true and correct, and Customer has not omitted any information which would make such disclosures misleading. KLX may refuse a request for Work, or require payment in advance, if Customer does not meet KLX's current credit requirements. KLX reserves the right to revoke any credit extended to Customer at any time because of Customer's failure to pay when due or for any other reason.
- 4. Time of Performance.** KLX will use reasonable efforts to complete the Work within the time specified. KLX will not be liable for any loss or damage caused by delay in delivery irrespective of the cause thereof.
- 5. Access to Well.** Customer warrants that the well and/or service site will be in proper condition to receive and accommodate the Work. Upon KLX's request, Customer will provide documentation to verify that the well or service site is adequate to support the Work. Customer also warrants that KLX's personnel and equipment will be able to safely access the well and

service site and that any special equipment or road improvements required for such access will be the responsibility of Customer, unless otherwise agreed to by the parties.

6. **Hazardous Materials.** Customer accepts the full responsibility and liability for (i) any chemical used or waste or by-product resulting from KLX's performance of the Work ("Chemicals") when such Chemicals are returned to the surface of the land or sea from below the rotary table and (ii) any radioactive source that becomes lost or lodged in a well in connection with KLX's performance of the Work. Customer acknowledges that the use and recovery or abandonment of such materials may require special precautions and accepts responsibility for compliance with all applicable federal, state and local laws and regulations to the transportation, storage, and handling of such materials. Customer agrees that for any waste created as part of the Work, Customer will be considered the "generator" for purposes of any such laws or regulations.

7. **Delivery or Completion.** All liability and responsibility of KLX for Products sold to Customer ceases when the carrier receives the shipment. KLX will not be responsible for loss or damage to Products in transit or for delays of carriers in delivering Products. In case of shortage, non-conformance, or apparent damage, it is the Customer's responsibility to secure written acknowledgement from the carrier on the freight or express bill before Customer accepts delivery. Additionally, KLX will not be liable for any damage for delays in delivery or completion due to a force majeure under Section 13 or the acts or omissions of the Customer. In the event of a delay caused by the aforesaid, the delivery or completion date will be extended for a period equal to any such delay, and the Work will not be void or voidable as a result thereof.

8. **Data, Data Transmission and Storage.** KLX does not warrant or guarantee the accuracy of any log, survey, or other data generated for the Services. KLX is not responsible for any accidental or intentional interception of such data by third parties and it is the responsibility of the Customer to safeguard such data against loss including any need to secure digital or paper copies for storage.

9. **All Sales Final.** Except as required by applicable law, Customer may not return Products without KLX's prior written authorization which may be granted at KLX's sole discretion. Products returned for reasons other than damage or defects are subject to a re-inspection and restocking charge of 25% of the purchase price of such Products. Returned Products must be unopened in their original packaging. No credit will be allowed for any Products returned that have been altered or defaced in any way. Customer has no right of setoff for returned Products unless credit is issued by KLX.

#### 10. **Warranties and Limitation of Liability.**

10.1. KLX warrants that the Work will: (i) be free from defects in materials and workmanship; (ii) be performed in a good and workmanlike manner, in accordance with good oilfield servicing practices; and (iii) conform to the plans, specifications and technical information provided in writing by Customer until the earlier of, (a) the Work is accepted by Customer or (b) KLX demobilizes from the site where the Work was performed (the "Warranty Period"). In the event that Customer discovers a defect in the Work, Customer must notify KLX of such defect during the Warranty Period. In the event that KLX confirms that the Work is defective, KLX's liability and Customer's exclusive remedy in any cause of action (whether in tort, contract, breach of warranty

or otherwise) arising out of the sale or use of any Services or Products is expressly limited to, at KLX's option, (i) the re-performance of the Services or the replacement of such Products upon their return to KLX, or (ii), KLX will repay to Customer the full price paid by Customer for the defective portion of the Services or Products upon return of the defective Products to KLX. In the case of Products not wholly of KLX's manufacture, KLX's only liability for such Products will be to undertake commercially reasonable efforts to pass through any warranties by the manufacturer in connection with Products purchased by Customer from KLX, except that title to such Products will be delivered free and clear of any encumbrance. KLX will not be responsible for: (i) failures of Services or Products that have been in any way tampered with or altered by anyone other than an authorized representative of KLX; (ii) failures due to lack of compliance with recommended maintenance procedures; and (iii) Products requiring replacement due to normal wear and tear. In addition, due to the nature of wellbore obstruction removal and the fact that there are numerous factors that could cause the wellbore to become obstructed which are beyond KLX's control, KLX does not guarantee results or that the wellbore will not become obstructed again after wellbore Services are performed.

**10.2. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED ABOVE, THERE ARE NO OTHER WARRANTIES. THE PARTIES EXPRESSLY EXCLUDE, AND CUSTOMER WAIVES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**10.3 IN NO EVENT WILL KLX'S ENTIRE LIABILITY (IN TORT, CONTRACT, WARRANTY, INFRINGEMENT OR OTHERWISE) TO CUSTOMER EXCEED THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER FOR THE WORK THAT GIVE RISE TO A DISPUTE.**

**11. Indemnification and Waiver of Consequential Damages.**

11.1. For purpose of this Section 11, the following definitions will apply: "KLX Group" means KLX Energy Services LLC, its parent company, subsidiary and Affiliates, and its and their officers, directors, employees, contractors, subcontractors and invitees. "Customer Group" means Customer, its parent (if any), subsidiary and Affiliates, co-owners, co-venturers, partners and any entity with whom Customer has an economic interest with respect to the Services, including Customer's joint interest owners and partners and its and their officers, directors, employees, contractors (not including KLX), subcontractors and invitees. "Affiliates" means, with respect to any person or entity, any other entity or person that, directly or indirectly controls, is controlled by, or under common control with such entity or person. The term "control" as used in the preceding sentence means, with respect to an entity, the right to exercise, directly or indirectly, 50 percent or more of the voting rights attributable to the shares of such entity or otherwise to control the management of such entity, and with respect to any person other than an entity, the power, directly or indirectly, to direct or control or to cause the direction or control of any actions relating to this Agreement or performance thereunder by such person.

**11.2. KLX INDEMNITY. KLX AGREES TO RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, ARISING IN CONNECTION WITH THE WORK, ON ACCOUNT OF BODILY INJURY, ILLNESS, OR DEATH TO OR, EXCEPT AS PROVIDED FOR IN SECTION 11.4, DAMAGE TO OR LOSS OF PROPERTY OF ANY MEMBER OF KLX GROUP.**

**11.3. CUSTOMER INDEMNITY. CUSTOMER AGREES TO RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS KLX GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, ARISING IN CONNECTION WITH THE WORK, ON ACCOUNT OF BODILY INJURY, ILLNESS, OR DEATH TO OR DAMAGE TO OR LOSS OF PROPERTY OF ANY MEMBER OF CUSTOMER GROUP.**

**11.4. LOSS OF KLX PROPERTY. CUSTOMER WILL ASSUME LIABILITY AND BE RESPONSIBLE FOR THE LOSS OF OR DAMAGE TO KLX GROUP'S TOOLS, EQUIPMENT, OR OTHER PROPERTY ("KLX PROPERTY") THAT (I) OCCURS WHILE IN TRANSIT BY CUSTOMER GROUP SUPPLIED TRANSPORTATION, (II) OCCURS WHILE IN THE CUSTODY AND CONTROL OF CUSTOMER GROUP, (III) OCCURS WHILE IN THE HOLE OR IN THE DRILL STRING BELOW THE ROTARY TABLE, (IV) IS CAUSED BY CORROSION OR ABRASIONS DUE TO WELL EFFLUENTS, OR (V) RESULTS FROM CONDITIONS, OBSTRUCTIONS, SHIFTING OR CRATERING OF THE SURFACE, SUBSURFACE OR SEABED (INCLUDING ACCESS ROUTES TO LOCATION). CUSTOMER WILL PAY KLX THE REPLACEMENT COST OF NEW KLX PROPERTY OF LIKE QUALITY OR, IF REPAIRABLE, THE REPAIR COST NECESSARY TO RESTORE SUCH DAMAGED KLX PROPERTY. CUSTOMER SHALL BE RESPONSIBLE FOR THE COST OF REMOVAL OF ANY WRECK AND DEBRIS.**

**11.5. POLLUTION. SUBJECT TO SECTIONS 11.2 AND 11.3, KLX AND CUSTOMER AGREE THAT THE RESPONSIBILITY FOR THE CLEANUP OF POLLUTION AND CONTAMINATION SHALL BE AS FOLLOWS: (A) KLX WILL ASSUME RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND WILL RELEASE, PROTECT, DEFEND AND INDEMNIFY CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND OF CHARACTER ARISING FROM POLLUTION OR CONTAMINATION WHICH ORIGINATES ABOVE THE SURFACE OF THE LAND OR WATER FROM THE EQUIPMENT OR PROPERTY OF KLX GROUP MAINTAINED IN KLX GROUPS' SOLE CARE, CUSTODY AND CONTROL, AND ARISING FROM THE WORK, AND (B) CUSTOMER WILL ASSUME RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND WILL RELEASE, PROTECT, DEFEND AND INDEMNIFY KLX GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ARISING DIRECTLY OR INDIRECTLY FROM ALL EXISTING POLLUTION AND FROM ALL OTHER POLLUTION OR CONTAMINATION OTHER THAN THAT DESCRIBED IN SECTION 11.5(A) ABOVE.**

**11.6. UNDERGROUND PROPERTY. CUSTOMER WILL RELEASE, PROTECT, DEFEND, AND INDEMNIFY KLX GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER IN THE EVENTS OF: (I) LOSS OR DAMAGE TO ANY GEOLOGICAL FORMATION, STRATA OR OIL OR GAS RESERVOIR OR MINERAL OR WATER RESOURCE BENEATH THE SURFACE OF THE LAND OR WATER, (II) LOSS OR DAMAGE TO THE HOLE OR WELL, (III) IMPAIRMENT OF PROPERTY RIGHTS OR OTHER INTERESTS IN OR TO OIL, GAS, MINERAL OR WATER RESOURCES, AND (IV) REGAINING CONTROL OF ANY WILD WELL OR OUT OF CONTROL WELL, UNDERGROUND OR ABOVE THE SURFACE, INCLUDING REMOVAL OF WRECK, DEBRIS, EQUIPMENT, AND HAZARDOUS MATERIALS AND REMEDIATING ENVIRONMENTAL DAMAGE.**

**11.7. INDEMNITY FOR THIRD PARTY CLAIM. EACH PARTY SHALL BE RESPONSIBLE FOR AND SHALL RELEASE, PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY (AND ALL MEMBERS OF SUCH PARTY'S GROUP) FROM AND AGAINST ANY AND ALL CLAIMS ARISING IN CONNECTION HERewith IN FAVOR OF THIRD PARTIES ON ACCOUNT OF PERSONAL INJURY,**

**BODILY INJURY, ILLNESS OR DEATH, OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT OF EACH PARTY'S OWN RESPECTIVE LEGAL LIABILITY.**

**11.8 WAIVER OF CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, CUSTOMER AND KLX FURTHER AGREE THAT NEITHER PARTY WILL BE LIABLE TO THE OTHER OR EACH OTHER'S RESPECTIVE GROUP FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF PRODUCTION, REVENUE, OR ANTICIPATED BUSINESS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF, OR OTHERWISE COULD HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES IN ADVANCE.**

**11.9 EXCEPT AS OTHERWISE EXPRESSLY LIMITED BY THIS AGREEMENT OR BY LAW, ALL RELEASES, INDEMNITY OBLIGATIONS AND OTHER LIABILITIES ASSUMED UNDER THIS AGREEMENT WILL BE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES, INCLUDING, WITHOUT LIMITATION, PREEXISTING CONDITIONS, UNSEAWORTHINESS, STRICT LIABILITY, WILLFUL MISCONDUCT, AND THE SOLE, JOINT, GROSS, OR CONCURRENT NEGLIGENCE OF ANY PARTY.**

**11.10 IF THE TEXAS OILFIELD ANTI-INDEMNITY STATUTE, V.T.C.A., CIVIL PRACTICE AND REMEDIES CODE 127.000 ET SEQ, AND ITS AMENDMENTS ("STATUTE") APPLY TO THIS AGREEMENT, THE MUTUAL INDEMNIFICATION CONTAINED IN THIS AGREEMENT WILL BE SUPPORTED BY THE LIABILITY INSURANCE OR QUALIFIED SELF-INSURANCE WHICH EACH PARTY AS INDEMNITOR AGREES HAS BEEN OBTAINED FOR THE BENEFIT OF THE OTHER PARTY AS INDEMNITEE. EACH PARTY WILL PROVIDE SAID LIABILITY INSURANCE OR QUALIFIED SELF-INSURANCE COVERAGES (UNDER WHICH INSURER HAS NO RIGHT OF SUBROGATION AGAINST THE INDEMNIFIED PARTY) IN THE MINIMUM AMOUNT OF \$5,000,000 TO SUPPORT THEIR RESPECTIVE INDEMNITY OBLIGATIONS UNDER SECTION 11.**

**11.11 IF THE LOUISIANA OILFIELD INDEMNITY ACT RECOGNIZED IN MARCEL V. PLACID OIL CO., 11 F.3D 563 (5<sup>th</sup> CIR. 1994) APPLY TO THIS AGREEMENT, CUSTOMER AND KLX AGREE TO THE FOLLOWING:**

**A. IF REQUESTED BY A PARTY AND BY SEPARATE ENDORSEMENT TO ONE OR MORE OF THE PRIMARY AND EXCESS CGL POLICIES, EACH PARTY AGREES TO ALLOW THE OTHER PARTY AND ITS GROUP TO BE GRANTED A WAIVER OF SUBROGATION AND TO BE ADDED AS ADDITIONAL INSURED IN ACCORDANCE WITH THIS AGREEMENT IN THE AMOUNT OF \$5,000,000 TO COVER CLAIMS FOR BODILY INJURY OR DEATH AGAINST THE OTHER PARTY AND ITS GROUP ARISING OUT OF PERFORMANCE OF THIS AGREEMENT.**

**B. IF A PARTY REQUESTS SUCH COVERAGE, THE OTHER PARTY WILL ADVISE ITS INSURER(S) AND THE INSURER(S) WILL PRESENT THE PARTY WITH AND INVOICE FOR SUCH SEPARATE ENDORSEMENT. EACH PARTY WILL BE RESPONSIBLE FOR AND WILL PAY THE PREMIUM DIRECTLY TO SUCH INSURER(S) UPON THE RECEIPT OF SUCH INVOICE.**

**C. IN THE EVENT A PARTY HAS ELECTED TO OBTAIN SUCH ENDORSEMENT, THE OTHER PARTY'S INSURER(S) WILL ADVISE THE PARTY OF THE AMOUNT TO RENEW SUCH ENDORSEMENT AND THE PARTY WILL HAVE THE SAME RIGHTS REGARDING THE RENEWAL OF SUCH ENDORSEMENT.**

12. **Insurance.** To support the indemnification obligations in this Agreement, as a separate and independent obligation, each party shall, at their own expense, maintain with an insurance company or companies authorized to do business where Work is being performed, the following types and limits of insurance not less than those stated below:

12.1. **Workers Compensation and Employers Liability.** Insurance to comply with applicable State and Federal laws with Employer's Liability limits not less than \$1,000,000 per accident for bodily injury and disease with a \$1,000,000 policy limit.

12.2. **Commercial Automobile Liability Insurance.** complying with all applicable laws with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage. Such coverage shall extend to owned, non-owned and hired vehicles used in the operation of Customer and be endorsed to include an MCS-90 form when hazardous material transportation is involved.

12.3. **Commercial General Liability Insurance.** with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with a general policy aggregate of \$2,000,000. Such policy shall be endorsed to include contractual liability coverage insuring the indemnification obligation assumed under Section 11.0 of this Agreement, broad form property damage, personal injury liability, time element pollution liability and product and completed operations coverage.

12.4. **Umbrella Liability Insurance.** providing limits of coverage excess of the limits required in Sections 12.2 and 12.3 and the Employers Liability section of the Workers' Compensation policy described in Section 12.1 with a combined single limit for bodily injury and property damage of not less than \$5,000,000 per occurrence and a general policy aggregate of \$5,000,000.

12.5. **Certificate of Insurance.** Each party will furnish the other party a certificate of insurance evidencing that the insurance required by this Agreement is in full force and effect and provide renewal certificates prior to the expiration date of any policy required herein. Each party's insurance policies maintained and required by this Section 12 shall be endorsed to (i) name the other party and its Group (as defined in Section 11) as additional insureds (except Workers' Compensation), (ii) include a waiver of subrogation in favor of the other party and its Group and (iii) include a provision that coverage under all insurance maintained by the party shall be primary and non-contributory to any valid and collectible insurance available to the party. Each party will notify the other party of any cancellation or any material changes to such party's coverage within 30 days of the effective date of such cancellation or change. If either party fails to perform any of its obligations hereunder with respect to insurance, with or without the knowledge or consent of the other party, then such party shall itself be an insurer to the extent it has failed to perform such obligations.

13. **Force Majeure.** Except for Customer's obligation to make payments when due, neither K LX nor Customer will be liable nor deemed to be in breach of this Agreement for any delay or failure in performance resulting from the acts of God, civil or military authority, material change of law, any governmental action, acts of public enemy, war, epidemics, accidents, fires, explosions, earthquakes, floods, failure of transportation, national strikes, acute or unusual labor, material or equipment shortages, or any cause beyond the reasonable control of either party. The party

so affected will, as soon as such a cause or event occurs, promptly notify the other party in writing concerning the cause and the estimated effect and take reasonable measures with proper dispatch to remedy the condition. In the event Customer declares a force majeure occurrence, KLX will be compensated at the standard standby rate for the equipment and personnel that are standing idle as a consequence of the force majeure occurrence until Customer terminates the work order or regular work resumes.

14. **Notice.** The parties' addresses for any notices, including Certificates of Insurance, required to be given in connection with this Agreement or the Work are: (i) KLX Energy Services LLC, Attn: Law Dept., 1415 Louisiana Street, Suite 2900, Houston, Texas 77002, and (ii) the address indicated for Customer on its credit application.

15. **Independent Contractor.** KLX is an independent contractor, with authority to direct and control the provision of the Work, subject to Customer's right to observe the provision of such Work and to inspect the results thereof. Customer has no authority to supervise or give instructions to KLX's employees or subcontractors. This Agreement is not intended by either party to create any agency, partnership or employment relationship between them or between them and their respective employees.

16. **Confidentiality.** Both parties hereby recognize that unpublished items of technical or non-technical information including, but not limited to, materials, equipment, designs, specifications, know how, product uses, processes, blueprints, formulae, costs, financial data, marketing plans, customer lists and technical and commercial information relating to customers or business projections used by either party in its business, and any other documents or information that either party considers to be trade secrets or confidential information (collectively, "Proprietary Information"), whether or not the subject of any patent or patent application, constitute valuable trade secrets or confidential information and are the exclusive property of the party disclosing such information. Consequently, during the term of this Agreement or thereafter, neither party shall disclose to any unauthorized person or use in any unauthorized manner Proprietary Information, and each party specifically further agrees: (i) not to, directly or indirectly, disclose or make available to anyone not employed by or affiliated with such party, or use outside of such party's organization, any Proprietary Information for any reason or purpose unrelated to the Services; (ii) to take any and all actions to safeguard all Proprietary Information at all times so that they are not exposed to, or taken by, unauthorized persons; and (iii) in the event of termination of this Agreement for any reason, to deliver to the other party, and refrain from any further use thereafter in any manner, all of the other party's property, including personal notes and reproductions, documents and other information relating to the other party's business and Proprietary Information in such party's possession or control. The foregoing obligations of confidentiality shall not apply with respect to Proprietary Information to the extent that the recipient can document that such information is within the public domain through no fault of the recipient; or available to the recipient from third parties who in making such disclosure breached no confidentiality relationship; or is in a written record in the recipient's files prior to its receipt from the disclosing party; or if such information is disclosed with the prior written consent of the disclosing party. The provisions of this section will remain in effect with respect to any Proprietary Information so long as such information qualifies as Proprietary Information hereunder.

17. **Governing Law.** This Agreement will be governed by the laws of the State of Texas, without regard to its conflicts of law provisions. The parties agree to submit to the exclusive jurisdiction of the federal or state courts located in Houston, Harris County, Texas with respect to any and all disputes that arise out of or are related in any way to the subject matter of this Agreement. Each party hereby waives its right to a trial by jury in any trial that arises from, is in connection with, or that relates to this Agreement.

18. **Amendments and Modifications.** No field employee of KLX will be empowered to alter this Agreement. Any additional or different provision in any Customer work order, purchase order, inspection report, amendment or other document that is contrary to or otherwise not in conformity with this Agreement will be null and void, unless it (i) is in writing, (ii) is executed by an authorized representative of KLX, (iii) specifically references this Agreement, and (iv) specifically identifies a provision of this Agreement to be superseded.

19. **Severability.** In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule or regulation, the provision will be deemed modified to the extent required to comply, and the remaining terms, as modified, will remain in full force and effect.

20. **Waiver.** A waiver on the part of either party of any breach of any term, provision or condition of this Agreement will not constitute a precedent and not bind either party hereto to a waiver of any succeeding or other breach of the same or any other term, provision or condition of this Agreement.

21. **Entire Agreement.** This Agreement, and as applicable, the confidential credit application, contain the entire agreement of the parties with regard to the subject matter hereof and supersedes any prior communications, commitments, representations or warranty, or contracts between the parties relating to the subject matter hereof whether oral, written, or formed by a course of dealing.

22. **Survival.** Notwithstanding any provisions herein to the contrary, upon the termination of this Agreement for any reason whatsoever, those provisions which by their nature should survive the termination of this Agreement shall be deemed to have survived, including but not limited to Sections 10, 11, and 17, and such provisions will be binding until any actions, obligations and/or rights therein provided have been satisfied or released.