

## TERMS AND CONDITIONS

Quattro Global Services LLC DBA Ferrum Energy provides the following terms and conditions, which apply to all quotations and sales for the material, equipment and services made and/or sold by Ferrum Energy. All purchases by customer or its agent ("Buyer") are expressly limited and conditioned upon acceptance of the following terms and conditions and any provision contained in any purchase order, confirmation or acknowledgment inconsistent with or in addition to the following Standard Terms and Conditions is rejected by Ferrum Energy. No order, or changes to terms or scope of order, shall be binding on Ferrum Energy until accepted in writing by Ferrum Energy.

### 3.1. QUOTATIONS

Ferrum Energy's quotation is valid for 30 days from the date of the quotation (unless other lead time specified in the quotation). This quotation supersedes all previous quotations or correspondence concerning the same transaction or inquiry. Quotations contain proprietary information of Ferrum Energy and its principals and suppliers and are provided to Buyer solely for Buyer's internal purposes. Quotations may not be disclosed to any third party or used in preparation of any request for quotation for the Equipment similar to, or as a substitution for, Equipment quoted by Ferrum Energy.

### 3.2. PRICE MODIFICATION AND OTHER CHARGES

Ferrum Energy's price includes transportation; crating or packaging charges (unless otherwise specified) according to INCOTERMS 2020 quoted; and does not include taxes, excises, duties, tariffs or other governmental charges that Ferrum Energy may be required to pay or collect under any existing or future law with respect to the sale, transportation, delivery or storage of any Equipment sold by Ferrum Energy unless other delivery conditions have been specified in our proposals.

### 3.3. PAYMENT AND CREDIT TERMS

Each shipment is a separate transaction and payment will be made according to terms specified in our proposal. Unless otherwise specified in writing by Ferrum Energy, payment for Equipment furnished must be made next 30 days from the date of shipment. In the event Buyer fails to make any payment as described above or as otherwise required, Ferrum Energy, at its sole option, and without incurring any liability, may suspend its performance until such time as the overdue payment is made or Ferrum Energy receives assurances, adequate in Ferrum Energy's opinion, to indicate that the payment shall be promptly made. If shipments are delayed by Buyer for any reason, payment will become due from the date Ferrum Energy is prepared to make shipment. In the event of Buyer's suspension or Ferrum Energy's suspension due to Buyer's failure to fulfill its obligations, the delivery schedule and order price shall be equitably extended and increased considering the delay and costs resulting from such suspension. Buyer shall promptly pay Ferrum Energy for all costs and related overhead costs arising from such suspensions. Equipment held for Buyer because of any such suspension will be at Buyer's risk and expense. Suspensions, whether for Buyer's non-payment or at Buyer's request, shall not be for more than 180 days, and if such exceeds 180 days, then Ferrum Energy has the right, at its sole option, to cancel the order and to collect a cancellation fee in accordance with Section 3.8.

### 3.4. LIMITED WARRANTY

If, within 18 months after the date of shipment or one year after start-up, whichever occurs first, any Equipment furnished by Ferrum Energy proves to be defective in

material or workmanship upon examination by Ferrum Energy, Ferrum Energy will repair the Equipment or supply identical or substantially similar replacement Equipment EX Works Ferrum Energy's manufacturing facility, at Ferrum Energy's sole discretion. Any replacement Equipment will be warranted against defects in material or workmanship for the unexpired portion of the warranty applicable to the Equipment. Ferrum Energy will ship at its own expense any equipment or part for warranty return at its own freight cost under the same Incoterms specified in our proposal, it is understood that customs and handling duties will be paid by the customer. In the event that an equipment or part must be returned to the factory, the shipping costs will be borne by the customer. Ferrum Energy will not be responsible for costs of removal, installation or re-installation of any Equipment or items supplied by third parties, where such removal, installation or re-installation is required to repair or replace any defective Equipment. Furthermore, Ferrum Energy will not be responsible for and assumes no liability for materials or workmanship or any transportation charges, labor costs or other related expenses for any work performed by third parties in the repair or replacement of defective Equipment. This warranty will be voided if (a) the Equipment has not been stored, installed, maintained or operated in accordance with accepted industrial practice or any specific instructions provided by Ferrum Energy; (b) the Equipment has been subjected to any accident, misapplication, environmental contaminant, corrosion, damage, debris, improper passivation, abuse or misuse; (c) Buyer has modified the Equipment without Ferrum Energy's prior written consent; (d) Buyer has used or repaired the Equipment after discovery of the defect without Ferrum Energy's prior written consent; (e) Buyer refuses to permit Ferrum Energy to examine the Equipment and operating data to determine the nature of the defect claimed; or (f) Buyer fails to meet its obligations.

All other warranties or representations, including without limitation those with respect to merchantability or fitness for any particular purpose whether expressed, implied, statutory or arising from a course of dealing, usage of the trade or otherwise with respect to any equipment or order, are expressly excluded. No express or implied warranty is given as to the capacity, efficiency or performance of any equipment, except as may be provided in a written agreement signed by Ferrum Energy.

Buyer's remedies are specifically limited to the repair or replacement of the equipment and are exclusive of all other remedies. Should these remedies be found inadequate or to have failed of their essential purpose for any reason whatsoever, buyer agrees that return of the amount paid by buyer to Ferrum Energy under this purchase order shall prevent the remedies from failing of their essential purpose and shall be considered by buyer as a fair and adequate remedy.

### 3.5. LIMITATION OF LIABILITY

Ferrum Energy's liability is limited to the price allocable to the equipment determined defective, and in no event will Ferrum Energy's cumulative liability be in excess of the total payments received from buyer for this order, whether arising under warranty/guarantee, contract, negligence, strict liability, indemnification, or any other cause or combination of causes whatsoever.

Ferrum Energy will not be liable for special, indirect, incidental or consequential damages, including, without limitation, loss of profits, revenues or other economic losses, whether arising under warranty/guarantee, contract, negligence (including negligent misrepresentation), strict liability, indemnification, or any other cause or combination of causes, including any theories of concurrent liability arising from a duty of care by operation of law or otherwise.

### **3.6. TECHNICAL ASSISTANCE**

Any technical assistance or installation services furnished by Ferrum Energy will be addressed in a separate written agreement between the parties. In no event will any technical assistance or installation provided by Ferrum Energy constitute a waiver by it of any of these Standard Terms and Conditions or affect or expand Ferrum Energy's obligations as stated in Sections 3.4 and 3.5.

### **3.7. BACKCHARGES**

No back charges will be paid or allowed by Ferrum Energy unless: (1) Ferrum Energy is notified in writing of any Equipment defect claim or omission pursuant to Section 3.4, and (2) Ferrum Energy provides prior approval of such back charges in writing.

### **3.8. CANCELLATION CHARGES**

Buyer may not cancel any order, except by providing written notice and payment to Ferrum Energy of all reasonable costs arising from the cancellation, plus a cancellation fee of 10% of the order value in administrative charges unless is specified otherwise in our proposal. See Commercial Terms.

### **3.9. FORCE MAJEURE**

Ferrum Energy or Buyer will be excused from their respective obligations in the event and to the extent that their respective performance is delayed or prevented (a) by any circumstance (except financial) reasonably beyond their control or (b) by fire; explosion; breakdown of machinery or equipment; plant shutdown; strikes or other labor disputes; riots or other civil disturbances or voluntary or involuntary compliance with any law, order, regulation, recommendation or request of any governmental authority. In addition, Ferrum Energy will be excused in the event of its inability to obtain materials necessary for manufacture of the Equipment or for total or partial failure of any of its usual means of transportation of the Equipment.

### **3.10. ASSIGNABILITY**

No claim against Ferrum Energy arising directly or indirectly out of or in connection with the Equipment furnished by Ferrum Energy to Buyer may be assigned by Buyer or by operation of law without the prior written approval of Ferrum Energy.

### **3.11. SHIPMENT**

With respect to shipments within the United States, all Equipment will be shipped F.C.A. from principal facility unless otherwise stated. If Buyer has not issued inspection and shipping instructions by the time the Equipment is ready for shipment, Ferrum Energy may select any reasonable method of shipment, without liability by reason of its selection. Shipments may be insured at Buyer's expense, and Ferrum Energy will not place a valuation upon shipments unless specifically requested in writing by Buyer or required for export purposes. Unless otherwise stated, all Equipment exported from the United States will be shipped FCA Port of Export from United States, and INCOTERMS 2020 shall apply unless otherwise stated. Buyer's acceptance of any such shipment shall be no more than 30 days from the date that such shipment is delivered. Equipment shall not, directly or indirectly, be sold, delivered, exported, re-exported, diverted, reshipped or rerouted to persons, entities, end-user, or endues or destination which is prohibited or restricted by applicable U.S. laws and regulations.

### **3.12. CERTIFICATIONS, TESTS AND INSPECTIONS**

Ferrum Energy will provide with the materials delivered only origin certificates and standard quality certificates provided by manufacturer. In the event that the Contracting Party requests a specific certificate, the performance of a specific test and/or inspection, in external laboratories and/or in official laboratories, all costs will be borne by the Contracting Party and the delivery time previously agreed between the parties, will be proportionally adjusted to include the number of days necessary for the fulfillment of said test. Request of mentioned specific test or related as mentioned previously would have to be specified in writing in request of quotation and approved in writing by Ferrum Energy.

Any specific inspection whether at manufacturer's facility or any other location previous shipment would have to be notified with Request of Quotation and specified in purchase order and accepted by Ferrum Energy.

### **3.13. COMMISSIONING, START-UP AND TRAINING**

Ferrum Energy's quotation includes only the delivery of the requested materials together with the corresponding certifications specified in section 3.12, unless otherwise indicated in our quotation. The quotation of the start-up, start-up and training must be requested at the time of the requisition of materials or subsequently requested for the effects of the contracting party issuing a purchase order for said items.

### **3.14. CONTRACT DIVISIBILITY**

Invalidity of any of these Standard Terms and Conditions will not affect the validity of any other provision and the remaining provisions will remain in force and effect.

### **3.15. WAIVER**

Failure to enforce any of these Standard Terms and Conditions in a particular instance will not constitute a waiver of or preclude subsequent enforcement of any of these provisions.

### **3.16. APPLICABLE LAW**

The agreement of the parties shall be construed and enforced in accordance with the laws of the State of Texas, and venue for any disputes shall be Houston, Texas. The U.N. Convention on the International Sale of Goods does not apply to any transaction occurring under these Standard Terms and Conditions.