

**1. Applicability; Objection to Additional or Different Terms and Conditions.**

This document together with MRC Global (Canada) Ltd.'s purchase orders and any exhibits, attachments and other documents incorporated by reference (collectively, the "Order") is an offer by MRC Global (Canada) Ltd. ("Purchaser") to purchase the goods or services indicated on the Order upon the terms and conditions contained herein from the other party named on the face of this Order ("Supplier"). SUPPLIER'S ACCEPTANCE OF THE ORDER IS EXPRESSLY CONDITIONED UPON SUPPLIER'S ASSENT TO ALL OF THE TERMS AND CONDITIONS HEREOF AND IS LIMITED TO THE TERMS AND CONDITIONS SET FORTH HEREIN. Terms or conditions contained on any prior, contemporaneous or subsequent communication from Supplier or Purchaser (whether written, verbal or transmitted through electronic means, including but not limited to catalogs, merchandise material, delivery documents, and acknowledgements) that submit, propose, or state any additions, changes, deviations, or modifications to the Order, shall automatically be deemed void, objected to and rejected by Supplier and Purchaser. By acknowledging receipt of the Order or by supplying the goods described in the Order, Supplier agrees to the terms and conditions set forth herein. Once accepted, the Order is the final and complete expression of agreement between the parties regarding this transaction, including all promises and representations both express and implied. Any matters not contained herein, or otherwise referenced or incorporated herein, are not a part of the Order.

**2. Modification.** Subject to Purchaser's rights to make changes to the Order, including without limitation as set forth in Article 15, none of the terms and conditions contained herein may be added to, modified, superseded or otherwise altered except by a written instrument specifically referencing the affected provision of the Order signed by an authorized officer of Purchaser (hereinafter "Authorized Officer") and an authorized representative of Supplier.

**3. Payment.** Unless otherwise stated on the face of the Order, payment shall be due sixty (60) days after Purchaser's receipt of an undisputed invoice. All invoices shall state the Order number, as reference. No invoice shall be transmitted prior to time of shipment of goods to Purchaser. Payment date, including the determination of any applicable discount period, will be calculated from the date the invoice is received by Purchaser at P. O. Box 513, Charleston, WV 25322-2513 U.S.A. If an invoice includes amounts prepaid by Supplier for freight charges in excess of \$200, then Supplier shall provide a copy of the actual freight invoice to Purchaser. Purchaser may withhold any payment due hereunder to such extent as may be necessary to protect Purchaser from loss resulting or arising from any breach by Supplier of any of the provisions of the Order or any anticipated loss due to a reasonable doubt that the goods will fulfill the requirements of the Order. Purchaser may withhold payment hereunder for Supplier's failure to provide insurance certificates that comply with the requirements of the Order. Payment shall be deemed to have been made when deposited in the mail or sent by electronic delivery. Payment of an invoice shall not constitute acceptance of the goods and shall be subject to appropriate adjustment for failure of Supplier to meet the requirements of the Order. Invoices, short payments, credits, payments, vouchers, debits and other accounts receivable or accounts payable considered by either party to be owed or due, which have been outstanding for two years and are not subject to an ongoing claim or dispute, shall be deemed not owed, closed, and withdrawn by operation of this agreement, and no longer considered due to or owed by either party.

**4. Taxes.** By virtue of Resale Certificate, Purchaser hereby claims an exemption from the payment of all sales and use taxes to the Supplier upon its purchase of any and all items identified as non-taxable on the Order. Upon request, Purchaser shall provide Supplier a copy of all current Resale Certificates under which Purchaser now, or in the future, claims an exemption from the payment of sales and use taxes. Unless otherwise specified in the Order, the price includes all applicable federal, state, and local taxes, duties, and other governmental charges and fees imposed on the sale, use, production, or handling of the goods. If applicable law or regulation requires the payment of any sales or use taxes on account of a transaction, which tax is imposed upon Purchaser, then such amount of tax shall be stated separately on the invoice and accrued and paid directly by Supplier to the State as required by statute. In all cases, taxes imposed, if any, shall be stated separately on all invoices. If (i) subsequent to the completion of a transaction, it is determined that applicable law or regulation requires the payment of any sales or use taxes on account of the transaction, or (ii) a sales or use tax is imposed by a state in which Supplier is not registered to do business, and any such tax is imposed upon Purchaser, then such amount of tax shall be accrued and paid directly by Purchaser to the State as required by statute. If Purchaser incurs any additional taxes or penalties from a taxing authority due to incorrect or incomplete information furnished by Supplier, Supplier will be responsible for all such additional taxes, penalties, and any legal expenses incurred by

Purchaser. Supplier shall be liable for all taxes applicable to income or profits received by Supplier in relation to the goods.

**5. Setoff.** Purchaser shall have the right to credit toward the payment of any monies that may become due Supplier under the Order, any sums which are now or hereafter may be owed to Purchaser or an affiliate of Purchaser by Supplier or by an affiliate of Supplier.

**6. Transportation.** All sales are FCA (IncoTerms 2020) Purchaser's designated point of delivery unless otherwise expressly stipulated by Purchaser. Extra charges, including but not limited to charges for packing, boxing or cartage under the Order will not be permitted except as agreed to by the parties. When shipping charges are Purchaser's responsibility, in whole or in part, Supplier shall obtain Purchaser's prior written approval for shipping charges, utilize Purchaser's Vendor Route Guide when applicable to ensure additional charges are not incurred, or, if Purchaser's Vendor Route Guide does not apply to the shipment and written approval has not been obtained, ship by the most economical means that is reasonably available. Supplier's failure to obtain prior approval, utilize Purchaser's Vendor Route Guide, or ship by the most economical means that is reasonably available may result in a back charge of the additional freight expense incurred in excess of the "preferred carrier amount" or the most economical means of shipment, which back charge is subject to being set off against amounts due to Supplier under the Order, as provided above in Article 5, "Setoff."

**7. Risk of Loss.** Notwithstanding anything to the contrary herein, the risk of loss or damage of the goods shall remain with Supplier until actual acceptance of the goods by Purchaser or its customer(s) at the delivery point specified on the Order, or at such other delivery point specified in writing by Purchaser.

**8. Time.** Timely completion and delivery of the Order is of the essence. Delinquency in delivery or otherwise unsatisfactory service will be considered cause for cancellation and/or rejection of custom and non-custom goods at no expense to Purchaser. Supplier shall be liable for all costs and damages associated with failure to meet delivery dates, including but not limited to, increased cost of goods in a spot market, downtime, lost production, and late charges incurred by Purchaser from its customers. If at any time Supplier has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause and duration of the anticipated delay will be given immediately to Purchaser. Acceptance of late delivery of goods shall not be deemed a waiver of Purchaser's right to hold Supplier liable for any loss or damage resulting therefrom, nor shall it act as a modification of any of Supplier's performance obligations hereunder. In the event Supplier is delayed in delivering goods and such delay is caused by war, riot, civil insurrection, act of public enemy, act of civil or military authority, fire, flood, earthquake, or act of God, such delay shall be excused. Supplier shall not be entitled to additional or extra compensation by reason thereof. In the event of any such occurrence, Supplier shall deliver such goods, if any, which can be delivered notwithstanding any such occurrence.

**9. Inspection.** Purchaser and Purchaser's customer have the right to inspect and test all goods at Supplier's plant, any sub-supplier's plant, or a third-party inspection location during manufacture, upon completion, and at destination before acceptance. Inspection of goods, failure to inspect goods, acceptance of goods, or failure to ascertain or discover defects or non-conformances shall in no way be a waiver of any warranties or any rights Purchaser may have pursuant to the Order. Receipt of goods by Purchaser or Purchaser's customer, or inspection or testing of goods received by Purchaser or Purchaser's customer, shall not constitute acceptance of such goods by Purchaser; and payment by Purchaser shall not constitute acceptance of such goods. Purchaser may reject or revoke acceptance of any and all goods found by Purchaser: (a) not to be in compliance with: (i) the warranties applicable to such goods, (ii) the specifications, design, drawings, or descriptions for such goods, or (iii) with any other term or instruction set out in the Order; (b) to be unsatisfactory; (c) to be suspect due to defects or nonconformities in similar goods; or (d) to have been rejected or returned by Purchaser's customers. If any goods are rejected or acceptance is revoked, Purchaser may, without prejudice to any other rights or remedies, and without authorization from Supplier, return the goods or any part thereof to Supplier, and all amounts theretofore paid by Purchaser to Supplier on account of the purchase price of such returned goods, together with any costs incurred by Purchaser in connection with the original delivery and/or return of such goods, shall be repaid to Purchaser by Supplier or setoff by Purchaser. In the event of any rejection or revocation of acceptance of any goods, Supplier shall have no right to cure the defect causing rejection or revocation of acceptance or to furnish replacement goods, although Purchaser may, in its sole discretion, elect to require correction or cure of such defect or the furnishing of replacement goods, all at the sole cost and expense of Supplier.

**10. Warranty.** Supplier warrants that all goods supplied under the Order will be: (i) in strict accordance with the specifications, samples, drawings or other descriptions provided by or through Purchaser, and all applicable performance and material standards, including without limitation, and by way of example only, those defined by the American National Standards Institute (ANSI) and the American Society for Testing and Materials (ASTM); (ii) new (unless otherwise expressly stated on the Order), (iii) merchantable and free from defects; (iv) to the extent that Purchaser or its customer relies on Supplier to specify or select the goods, fit for the purpose for which they are furnished; and (v) produced in compliance with all laws, rules, regulations, and standards, including without limitation, the Occupational Safety and Health Act (OSHA). Supplier further warrants that: (i) the goods (including, but not limited to, the manufacture, sale, and Purchaser's or its customer's intended use of such goods) do not and will not infringe on any patents or other proprietary interests (including, but not limited to, copyrights, trademarks, and trade secrets); (ii) it has, and will convey to Purchaser, good and marketable title to the goods, free and clear of all security interests and all other liens and encumbrances; and (iii) none of the goods contain arsenic, asbestos, benzene, polychlorinated biphenyls (PCBs), carbon tetrachloride, lead, cadmium, mercury, hexavalent chromium, polybrominated biphenyls (PBBs), polybrominated biphenyl ethers (PBDE), or any other hazardous substances, unless expressly agreed otherwise by Purchaser in writing. Supplier further warrants that all services will be performed in accordance with the standards of care and diligence normally practiced by persons performing similar services and in the best workmanlike manner. If goods require calibration, filling, or assembly (including assembly to other goods), Supplier shall provide Purchaser written instructions and procedures, train Purchaser's or customer's personnel on such procedures when necessary, and certify Purchaser's or customer's personnel and facilities as needed, which training and certification shall be subject to the same warranty as other services provided by Supplier. All product warranties provided herein shall apply to goods calibrated, filled, modified, or assembled in accordance with Supplier's instructions and procedures, or industry standards. Supplier agrees and acknowledges that these warranties will be assigned and passed on to Purchaser's customers. In the event Purchaser's customer or any other third-party makes a claim relating to any good or service, Supplier will, to the extent Purchaser requests, directly participate in responding to such claim. Such participation shall not diminish, limit, waive, or otherwise impair Purchaser's right to satisfy any such claim, or any of its rights under the Order. The representations and warranties set forth herein shall survive any inspection, delivery, or acceptance of, or payment for, the goods or services, as well as completion of the Order or termination of any portion of the Order.

If Purchaser's customer or any other party obtains warranty rights or remedies against Purchaser, express or implied, whether by contract or in law or equity, that are additional to or greater than would otherwise be provided by Supplier, Supplier will fully satisfy those rights and remedies and hold Purchaser harmless from any warranty right and remedy to which such party is entitled.

Notwithstanding anything to the contrary herein, Purchaser may make modifications to the goods prior to resale without negating Supplier's warranties, however only to the extent that Purchaser performs the modifications itself, utilizes a Supplier-authorized modification shop, or has obtained Supplier's written consent to affect such modifications. Modifications may include, but are not limited to, stem extensions, lube and or drain line extensions, pipe onto weld end valves, or differential thermal relief systems. Notwithstanding the foregoing, any bodily injury or property damage whatsoever caused solely by the improper design and workmanship for any modification will void Supplier's warranties for that modified good.

**11. Hold Harmless and Indemnity.** SUPPLIER AGREES TO INDEMNIFY, DEFEND, AND HOLD PURCHASER HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, LOSSES, CLAIMS, FINES, PENALTIES, DAMAGES, LIABILITIES, AND SETTLEMENTS, AS WELL AS COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, RELATED TO THE DEFENSE OF ANY OF THE ABOVE ("DAMAGES"), WHICH MAY BE ASSERTED AGAINST PURCHASER OR TO WHICH PURCHASER MAY HEREAFTER BE SUBJECT, PAY OUT, OR REFUND BY REASON OF (A) BODILY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS, (B) DAMAGE TO OR DESTRUCTION OF ANY PROPERTY, INCLUDING LOSS OF USE THEREOF AND DAMAGE TO THE ENVIRONMENT, (C) DEFECTS IN, OR REJECTIONS OR RETURNS OF, GOODS SUPPLIED UNDER THE ORDER, (D) A BREACH OF ARTICLE 24 OR 25, OR (F) PATENT INFRINGEMENT OR OTHER VIOLATIONS OF INTELLECTUAL PROPERTY RIGHTS, AND WHICH ARISES OUT OF OR IS IN ANY MANNER CONNECTED WITH THE ORDER, SUPPLIER'S, OR ITS AGENTS', EMPLOYEES', OR SUBCONTRACTORS' PERFORMANCE THEREUNDER, OR WITH THE SALE, USE, DESIGN, MANUFACTURE,

MARKETING, OR QUALITY OF GOODS SUPPLIED UNDER THE ORDER. WITHOUT LIMITING THE SCOPE OF THIS INDEMNITY, THIS INDEMNITY SHALL EXTEND TO DAMAGES BASED ON PURCHASER'S WARRANTY OBLIGATIONS, EXPRESS OR IMPLIED, WHETHER BY CONTRACT OR IN LAW OR EQUITY, TO ITS CUSTOMER OR OTHERS, AND PRODUCT LIABILITY BASED ON STRICT LIABILITY. THIS INDEMNITY DOES NOT EXTEND TO DAMAGES TO THE EXTENT CAUSED BY PURCHASER'S NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT. FOR PURPOSE OF THIS INDEMNITY, "PURCHASER" SHALL EXTEND TO AND MEAN PURCHASER AS WELL AS ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES. SUPPLIER SHALL ALSO INDEMNIFY PURCHASER FOR ANY CLAIMS OR LOSSES ARISING FROM THE SHIPMENT OR TRANSPORTATION OF THE GOODS BY SUPPLIER, INCLUDING BUT NOT LIMITED TO ANY CLAIMS OR LOSSES FOR ENVIRONMENTAL OR POLLUTION DAMAGE ARISING OUT OF OR IN CONNECTION WITH SHIPPING OR TRANSPORTING THE GOODS. SUPPLIER'S INDEMNIFICATION OBLIGATIONS SHALL SURVIVE THE ORDER AND BE ENFORCEABLE AS A SEPARATE AGREEMENT IN THE EVENT THE SAME BECOMES NECESSARY.

**12. Insurance.** Supplier agrees to carry at all times, and with companies having an AM Best Rating of A or better and Financial Standing of VII or better, insurance covering Canada and its territories (directly or through a Foreign Liability Policy) of the kinds and in the minimum amounts listed below:

- Workers Compensation - Statutory limits in each territory in which Supplier is required to provide workers compensation coverage for all of its employees involved with work in accordance with the requirements of federal and provincial.
- Employer's Liability - not less than \$1,000,000 per employee.
- Except where barred by law, Employer's Liability Insurance shall include coverage for Borrowed Servant / Alternate Employer.
- Commercial General Liability - Including coverage for Contractual Liability, Independent Contractors Liability, Products and/or Completed Operations Liability, Action Over Indemnity Claims, Explosion / Collapse / Underground (XCU) and Personal Injury/Property Damage Coverage - not less than \$1,000,000 per occurrence and annual aggregate.
- Automobile Liability - For owned, non-owned and hired vehicles - not less than \$1,000,000 per occurrence.
- Umbrella Liability - Follow-form policy covering Employers Liability, Commercial General Liability and Automobile Liability, in a combined single limit of not less than \$1,000,000.

Supplier further agrees to furnish Purchaser with Certificates of Insurance evidencing the specified coverage required herein, identifying Purchaser as a named additional insured and stating that the policies may not be materially changed or terminated without at least 30 days prior written notice to Purchaser. Supplier agrees that Supplier's insurance shall be primary to, and receive no contribution from, any insurance maintained by or on behalf of Purchaser, and Purchaser shall not be responsible or liable for any deductibles, self-insured retentions and/or premiums of Supplier's insurance. Where Purchaser is an additional insured, such insurance shall be without any limitation that restricts the scope of coverage afforded thereunder to Purchaser to less than that afforded to Supplier. Supplier shall require its underwriters and/or insurers to waive their rights of subrogation against Purchaser and its insurers.

**13. Pricing.** No extra charges, fees, costs, or compensation of any kind will be allowed unless specifically agreed in writing by Purchaser. Supplier warrants that the prices for the goods sold to Purchaser under the Order are no less favorable than those currently extended to any other customer of Supplier for the same or like goods in quantities equal to or less than those annually sold to Purchaser. In the event that Supplier reduces its prices for goods before the Order is filled, Supplier agrees that the price of the goods subject to the Order shall be contemporaneously and correspondingly reduced.

**14. Audit Rights.** The Supplier shall keep full and detailed accounts as may be necessary and satisfactory to Purchaser to ensure compliance with the pricing structure under the Order. Purchaser, its agents, and customers shall be afforded access to all of Supplier's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to the Order, and Supplier shall preserve all such records for a period of five (5) years after final payment; provided, that with regard to pricing requirements in paragraph 13, Purchaser shall be authorized and permitted to ensure pricing structure compliance only through an audit conducted by an independent third-party auditor.

- 15. Changes.** Purchaser reserves the right to make changes at any time in any one or more of the following: specifications, drawings, design, and data for goods to be specifically manufactured for Purchaser or Purchaser's customers; as well as method of shipment or packing; time or place of delivery; quantities of goods (increase or decrease). If any such change or changes causes an increase or decrease in the cost of or time required for performance of the Order, Supplier shall notify Purchaser in writing within five (5) business days of Purchaser proposing such change and Purchaser and Supplier shall equitably adjust the Order price or delivery schedule (or both). If Supplier fails to give Purchaser such notice, Supplier is deemed to have waived its right to any adjustment to the Order price and delivery schedule. Supplier shall not unilaterally change the Order or substitute goods. Nothing contained in this paragraph shall excuse or release Supplier from proceeding without delay in the performance of the Order as changed.
- 16. Cancellation/Termination and Return Provisions.** Purchaser may cancel the Order at any time prior to receipt of goods. As to non-custom goods, any cancellation shall be without cost or penalty except for shipping charges for goods in transit. As to custom goods designed and manufactured exclusively for Purchaser, Purchaser and Supplier shall equitably determine a cancellation charge for such goods taking into account the liability of Purchaser's customer to Purchaser for such cancellation, and such charge shall only apply when authorized by Purchaser in writing. Notwithstanding anything to the contrary contained herein, Purchaser reserves the right at any time to terminate the Order without any cost, penalty, or liability to the extent that the Order covers goods or services to be used by Purchaser in performing a contract for the United States government (including any branch, bureau or agency thereof) or a subcontract pursuant to such a contract, and such contract with the government is terminated by said government. The rights of Purchaser and Supplier in such event shall be governed by the applicable procurement regulations relating to the termination of subcontracts under Purchaser's contract or subcontract with the United States government, and such regulations are incorporated in the Order as though set forth herein in full. Purchaser may return to Supplier unused goods in resalable condition for a refund or credit of the purchase price, less any applicable freight.
- 17. Control of Drawings, Specifications and Technical Information.** Drawings, data, designs, inventions, and other technical information supplied by Purchaser or Purchaser's customer in connection herewith (hereinafter called "Data"), shall remain the property of the party that supplied the Data and shall not be reproduced, used, or disclosed to others by Supplier without Purchaser's prior written consent. Upon completion of work by Supplier under the Order, Supplier shall promptly return all Data to the party that supplied it, together with all copies or reprints thereof and Supplier shall thereafter make no further use, either directly or indirectly, of any such Data or any information derived therefrom without Purchaser's prior written consent. Any information which Supplier may disclose to Purchaser with respect to the design, manufacture, sale, or use of the goods covered by the Order shall be deemed to have been disclosed as part of the consideration for the Order, and Supplier shall not assert any claim against Purchaser by reason of Purchaser's use thereof.
- 18. Intellectual Property Rights.** Any and all discoveries, inventions, and designs, regardless of whether patentable or subject to copyright, that are conceived or reduced to practice by Supplier or its employees or other agents in connection with the supply, pursuant to the Order, of any goods as to which Purchaser or its customers furnished the specifications, shall be promptly disclosed to Purchaser and shall become the property of Purchaser or its customers, as the case may be. Supplier hereby assigns all right, title, and interest in and to all such discoveries, inventions, and designs to Purchaser and/or Purchaser's customers. Supplier and its employees shall, upon request, execute all papers necessary to assign such discoveries, inventions, and designs to Purchaser and its customers and to cause, at Purchaser's or its customer's expense, patent applications to be filed thereon in favor of Purchaser or its customer, as the case may be. Supplier agrees to protect, indemnify, hold harmless and defend Purchaser, its parent companies, subsidiary companies, affiliated companies, customers, and their directors, officers, employees and agents against any loss or damage arising out of any claim or suit for infringement of any patent or copyright, or the misappropriation of trade secrets or other proprietary right in the United States of America, in the country of source and in the country of destination related or incident to performance under the Order or the goods.
- 19. Relation of the Parties.** The Order is not a partnership, joint venture, or any other type of legal entity. Nothing in the Order shall be construed as creating a fiduciary relationship between the parties. Neither party shall hold itself out to be an agent, representative, or partner of the other by reason of the Order or the relationship created hereby, and neither shall have the right to enter into any contracts or commitments in the name of, or on behalf of, the other or to bind the other in any respect. Supplier shall at all times perform and execute the provisions of the Order as an independent contractor, maintaining complete and exclusive control over Supplier's personnel and operations.
- 20. Governing Law.** The laws of the Province of Alberta and the federal laws applicable therein shall govern the validity, interpretation, and enforcement of this Order without regard to any choice of law rules or conflicts of law principles that would require the application of the law of another jurisdiction. Any dispute, controversy or claim arising out of or relating to this Order or the breach, termination or validity hereof, which cannot be resolved amicably by the parties, shall be finally settled in accordance with the *Arbitration Act*, R.S.A. 2000, c. A-43 (Alberta). The arbitration shall be conducted by a single arbitrator appointed by mutual agreement of the parties. If the parties cannot agree on a single arbitrator within 30 days of notice from either party that it intends to proceed to arbitration under this Article, either party may request, on application pursuant to the *Arbitration Act*, that a Justice of the Court of Queen's Bench, Calgary, appoint an arbitrator, which appointment shall be binding on the parties. The place of arbitration shall be in Calgary, Alberta. The decision of the arbitrator shall be final and binding on the parties. Judgment upon the award of the arbitrators may be entered in any court of competent jurisdiction. The arbitrator rendering the judgment shall not, and is expressly denied the power to, award consequential, exemplary or punitive damages to any party.
- 21. Severability.** If any one or more of the provisions of the Order, or any schedule or exhibit attached hereto or other document expressly incorporated herein by reference thereto, shall for any reason be invalid, illegal, or unenforceable, such circumstance shall not affect any other provision of the Order or such other document, as the case may be, and the Order shall continue in full force and effect and be construed as if such provision, to the extent that it is invalid, illegal, or unenforceable, had never been contained herein or therein.
- 22. Waiver of Liens.** Supplier shall not put or permit any lien, attachment, or encumbrance on Purchaser's or its customers' premises or any improvement to be constructed thereon and shall, at its sole cost and expense, bond or take such other action as may be required to discharge any liens or claims against or on account of any work or materials furnished hereunder or by reason of any other claim or demand by or against Purchaser, its customers, the Supplier, its agents, or any subcontractor. Supplier hereby waives any claim which it may have now or in the future to place or claim a mechanic's or materialman's lien on Purchaser's or its customers' premises in connection with services or materials provided hereunder. Supplier shall notify Purchaser of the identity of any subcontractor or supplier of materials who may perform work upon or supply materials to Purchaser's or its customers' premises in connection with and prior to performance of any services under the Order and shall obtain from and provide to Purchaser from each subcontractor in advance a waiver of any right they may have to claim a mechanic's or materialman's lien in connection therewith.
- 23. Fair Labor Standards Act.** Supplier and each other person, entity, or employer providing goods hereunder certifies that all goods provided are not produced in violation of either the Fair Labor Standards Act of 1938, as amended, or the "hot goods" provisions contained in Title 29 U.S.C. § 215, which require that all hours worked and payments made to employees of Supplier and its subsidiaries are not in violation of said Fair Labor Standards Act or any other applicable law, rule or regulation dealing with such matters.
- 24. Compliance with Laws.** Supplier and each other person, entity, or employer providing goods or services hereunder warrants that the products sold, or services furnished, under the Order have been produced or furnished in full and complete compliance with all applicable federal, state, county and municipal laws, ordinances and regulations. Supplier warrants that it, and its subcontractors and suppliers, shall comply with all laws applicable to the Order.
- 25. Trade Compliance.**
- a. **Foreign Corrupt Practices Act.** Neither Supplier, nor any of its directors, officers, employees, agents, or representatives has made or will make any gift or payment of money or anything else of value, directly or indirectly, to an official or employee of any government, or any department or agency thereof (including governmental-owned companies), to any official of any international organization, or to any political party or candidate for political office (each, an "Official") for the purpose of influencing any act or decisions of such Official in his official capacity, inducing any such Official to act or fail to act in violation of his

official duty, or inducing such Official to use his influence to influence or affect any act or decision of a government, any department or agency or instrumentality thereof, or any international organization for the purpose of obtaining, retaining, or directing business to or for Purchaser, any of Purchaser's customers, or Supplier, or any subsidiary or affiliate thereof, or any other person.

- b. **Gifts.** Supplier shall not allow its officers, employees or agents, subcontractors, or vendors to offer Purchaser's officers, employees, agents, subcontractors, or vendors any gift or entertainment of significant cost or value in connection with the Order or otherwise.
  - c. **Sanctions Law Compliance.** Supplier agrees and acknowledges that it does not provide or receive any goods, services, or technology services to or from governments, governmental agencies, other groups, individuals, or any of their agents which are subject to U.S. trade sanctions or other restriction, including, without limitation, to the following "Embargoed Persons:" (i) governments, government agencies, businesses organized in, and nationals or residents of Cuba, Libya, Iran, Syria, Sudan, or other embargoed governments or regimes or (ii) to anyone on the U.S. Treasury Department's Office of Foreign Asset Control's lists of Specially Designated Nationals, Specially Designated Global Terrorists, and Foreign Terrorist Organizations. Supplier further agrees and acknowledges that it does not provide or receive any goods, services, or technology services to or from any individuals or entities banned by the U.S. government from importing, marketing, and selling their products in the U.S., or which have been found guilty of engaging in unfair trading practices by a U.S. court of law ("Blocked Suppliers"). By entering into the Order, Supplier represents and warrants that Supplier is not an Embargoed Person and is not controlled by or acting as an agent of any such an Embargoed Person, and is not a Blocked Supplier nor controlled by or acting as an agent of any Blocked Supplier.
  - d. **Violations and Failures.** Any violation of this Article 25, or Supplier's inability or failure to fulfil an Order due to any current or future laws, regulations orders, demands, rules or requirements of the laws of the country in which the Supplier is registered, the United Nations, the United States of America or any other relevant jurisdiction relating to trade sanctions, foreign trade controls, export controls and similar laws (including Supplier's inability to pass a trade compliance screening), will entitle Purchaser to immediate cancellation of the Order at no cost or expense to Purchaser. Supplier shall notify Purchaser in writing promptly after the occurrence of such violation, inability, or failure.
26. **SDS.** To the extent that any goods contain hazardous materials, Supplier will provide all relevant information pursuant to Occupational Safety and Health Act (OSHA) regulations 29 CFR 1910.1200, as amended, if applicable, including a completed Safety Data Sheet (OSHA Form 20), and any other applicable law, rule or regulation, and mandated labeling information, or any similar requirements in any other jurisdictions to which Purchaser informs Supplier the products are likely to be shipped.
27. **Personal Information.** "Personal Data" shall mean any information relating to an identified or identifiable individual, unless otherwise defined under applicable laws related to the protection of individuals, the processing of such information, and security requirements for and the free movement of such information. "Purchaser Group" shall mean its affiliates, and its other suppliers and sub-suppliers of any tier and their respective affiliates (but always excluding Supplier) and the respective officers, employees (including agency personnel), agents, directors and successors of any of them. "Supplier Group" shall mean Supplier, any affiliate of Supplier, Supplier's other suppliers and sub-suppliers of any tier and their respective affiliates (but always excluding Purchaser) and the respective officers, employees (including agency personnel), agents, directors and successors of any of them.
- a. Supplier will implement all appropriate security measures to protect Personal Data against accidental, unlawful, or unauthorized (i) destruction (ii) loss, (iii) alteration, (iv) disclosure, or (v) access (including remote access). Supplier will protect Personal Data against all other forms of unlawful processing, including unnecessary collection, transfer, or processing, beyond what is strictly necessary for the performance of the Order.
  - b. Prior to any transfer of Personal Data by Supplier, Supplier will impose all obligations on Supplier Group as required by the Order and applicable laws.
  - c. Where Personal Data is transferred or gathered from the European Economic Area and Supplier is located in a country that has not been deemed to provide an adequate level of protection for personal data within the meaning of Directive 95/46/EC of the European Commission, Supplier will either: (i) enter into standard contractual clause with Supplier as set out in the Annex to Decision to 2004/915/EC (<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2004:385:0074:0084:EN:PDF>); or (ii) confirms that it has fully implemented binding corporate rules that provide adequate safeguards as required by Directive 95/46/EC, or has a similar program that is recognised as providing an adequate level of protection by the European Commission.
  - d. Supplier will inform Purchaser, if it detects or reasonably suspects that an accidental, unlawful, or unauthorized (i) destruction (ii) loss, (iii) alteration, (iv) disclosure, or (v) access (including remote access) of Purchaser Group Personal Data has occurred.
  - e. Any Supplier Group Personal Data collected by the Purchaser Group during the performance of the Order will be processed in accordance with MRC Global's Privacy Statement available on [www.mrcglobal.com](http://www.mrcglobal.com).
28. **Business Information.** Notwithstanding anything to the contrary herein or in any other document, all information and data provided to, or obtained or collected by, Purchaser pursuant to any transactions hereunder, shall be subject to, and processed in accordance with, MRC Global's Business Data Use Statement available on [www.mrcglobal.com](http://www.mrcglobal.com).
29. **General Provisions.**
- Headings.** All headings are provided for the sake of convenience only and are not intended to be, and shall not be construed as constituting, a part of the Order.
- Assignment.** The Order may be exercised by all parents, subsidiaries, and affiliates of Purchaser. Purchaser may assign any warranties, indemnities, promises, representations, and/or other benefits acquired by Purchaser from Supplier to any third-party who purchases or acquires Supplier's goods from Purchaser. Supplier agrees to recognize, accept, and support all such assigned rights and benefits. However, any such assignment shall not operate to diminish, limit, waive, or otherwise impair Purchaser's right to claim the protection of any warranties, indemnities, promises, representations, or other benefits made or granted by Supplier. Supplier shall not assign the Order at any time without the prior written consent of Purchaser.
- Waiver.** The failure or delay of either party in the enforcement of the rights detailed in the Order, or at law or in equity, shall not constitute a waiver of the rights nor shall it be considered as a basis for estoppel either at equity or at law. Either party may exercise its rights despite any delay or failure to enforce those rights at the time the cause of action or right or obligation arose.