



Credit Application and Terms and Conditions

We look forward to serving you as a customer of Forum US, Inc..

Before we can extend credit to your company, please:

1. Complete and sign the Credit Application.
2. Sign and date the Terms and Conditions, indicating that you have read and understand them.
3. Send the forms by email or fax to the appropriate location below.
 - Phoenix Global
 - By email: denorah.garcia@f-e-t.com
 - By fax: 361 664-6265
 - Wood Flowline
 - By email: sarah.urbanek@f-e-t.com
 - By fax: 580-622-5062
 - SVP Products
 - By email: nisi.herrera@f-e-t.com
 - By fax: 432 563-1042



FORUM US, INC.
Contact Us By Phone:
PHOINIX GLOBAL @ 361 664-6163
WOOD FLOWLINE @ 580 622-5058
SVP PRODUCTS @ 432 563-1041

APPLICATION FOR CREDIT

Legal Name of Business: _____ Trade Name of Business: _____

Billing Address: _____

City: _____ State/Prov: _____ Zip/PC: _____

Physical Address: _____

City: _____ State/Prov: _____ Zip/PC: _____

Sales Tax: Taxable Exemption Certificate (enclose copy of tax exempt certificate)

Federal Tax Identification Number: _____ Social Security Number: _____

Incorporated Under State Law of: _____ Years Established: _____

Type of Business: Corporation Partnership Legal Limited Corporation: Proprietorship: Other:

Purchase Order: Required Not Required

Accounting Contact: _____ E-Mail Address: _____

Telephone Number: _____ Fax Number: _____

Officers Name (1): _____ Title: _____

Officers Name (2): _____ Title: _____

BANK REFERENCE

Financial Institution: (1): _____ Account Number: _____ Loan Number: _____

Branch Address: _____

City: _____ State/Prov: _____ Zip/PC: _____

Bank Contact Name: _____ Phone Number: _____

Financial Institution: (1): _____ Account Number: _____ Loan Number: _____

Branch Address: _____

City: _____ State/Prov: _____ Zip/PC: _____

Bank Contact Name: _____ Phone Number: _____



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TRADE REFERENCES

Name (1): _____ Contact: _____

Address: _____

City: _____ State/Prov: _____ Zip/PC: _____

Phone number: _____ Fax Number: _____

Name (2): _____ Contact: _____

Address: _____

City: _____ State/Prov: _____ Zip/PC: _____

Phone number: _____ Fax Number: _____

Name (3): _____ Contact: _____

Address: _____

City: _____ State/Prov: _____ Zip/PC: _____

Phone number: _____ Fax Number: _____

ACKNOWLEDGMENT

I understand that the information furnished on this page is for the purpose of obtaining credit with Forum US, Inc. ("Forum") and that I am authorized to apply for credit. I authorize Forum, its employees, consultants or any credit bureau employed by Forum to investigate any references herein listed or data obtained from me or any other person or firm pertaining to our credit, financial and personal responsibility.

Signature: _____ Date: _____

TERMS & CONDITIONS

By my signature, I understand, and agree to comply with, all Terms and Conditions as stated on the following page.

Credit Application WILL NOT BE PROCESSED if left blank.

Must be signed by an officer of the company:

Signed: _____ Date: _____

Printed Name: _____ Title _____

The Terms and Conditions herein stated are a part of the consideration hereof and it is expressly understood that if such Terms and Conditions were not accepted and agreed to by Customer (shown on the reverse side hereof) a greater cash consideration would be charged by Forum US, Inc. (and of any of its parent, subsidiary, operating divisions, or affiliated companies) (the "Company") for the Products and Services listed on the reverse side hereof (hereinafter referred to as "Products and Services"). No agreement or modification hereof shall be effective unless in writing and executed by an officer or otherwise authorized representative of each party. Products are furnished and Services are rendered upon the following Terms and Conditions and these Terms and Conditions (regardless of any terms and conditions in Customer's purchase order, invoice, work order, or any other document) shall supersede all prior or subsequent oral or written agreements or understandings with respect to Products and Services. No acceptance which varies these Terms and Conditions or proposes additional terms is effective. Acceptance is limited to these Terms and Conditions. Each shipment of Products and rendering of Services received by Customer from Company shall be deemed to be only upon these Terms and Conditions notwithstanding any terms and conditions that may be contained in any invoice, acknowledgment or other form of Customer. Customer's act of accepting Products and Services or paying for Products and Services shall constitute an acceptance of these Terms and Conditions.

1. **PRICING.** Each Product and Service shall be invoiced at (and Customer shall pay) the respective price shown on the reverse side hereof, or if no price is shown on the reverse side hereof, at the price shown in the current price list of Company. In addition, Customer shall pay any and all additional charges for mileage, transportation, freight, packing and other related charges, as well as any federal, state or local tax, excise, or charge applicable on the sale, transportation, or use of Products and Services, unless otherwise specified.

2. **TERMS OF PAYMENT.** Customer agrees to pay Company any and all payments due on or before thirty (30) days from invoice date at the designated address of Company. Amounts unpaid after thirty (30) day period shall bear interest at the lesser of (i) one and one-half percent (1½%) per month or (ii) the maximum rate allowed by law. Customer shall also pay any and all of Company's attorney's fees and court costs if any amounts hereunder are collected by an attorney or through legal proceedings. Company reserves the right, among other remedies, either to terminate this agreement or to suspend further deliveries upon failure of Customer to make any payment as provided herein.

3. **LIMITED WARRANTY.** COMPANY MAKES NO WARRANTY, EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR PURPOSE, DESCRIPTION, QUALITY, PRODUCTIVENESS, ACCURACY OR ANY OTHER MATTER WITH RESPECT TO PRODUCTS OR SERVICES, ALL SUCH WARRANTIES BEING HEREBY SPECIFICALLY AND EXPRESSLY DISCLAIMED BY COMPANY. COMPANY MAY OFFER TECHNICAL ADVICE OR ASSISTANCE WITH REGARD TO THE PRODUCTS AND SERVICES BASED ON LABORATORY AND/OR FIELD EXPERIENCE AND CUSTOMER UNDERSTANDS AND AGREES THAT SUCH ADVICE REPRESENTS ONLY GOOD FAITH OPINIONS AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE. THE SOLE AND EXPRESS WARRANTY PROVIDED BY COMPANY IS TO WARRANT THAT THE PRODUCTS SOLD AS LISTED ON THE REVERSE SIDE HEREOF COMPLIES WITH COMPANY'S SOLE SPECIFICATION AT THE DATE AND TIME OF MANUFACTURE. COMPANY MAKES NO WARRANTY THAT SUCH PRODUCTS SHALL MEET SUCH SPECIFICATION AT ANY TIME AFTER SHIPMENT OF PRODUCTS. USE OF SUCH PRODUCTS IS SPECIFICALLY NOT WARRANTED.

4. **REMEDY.** The exclusive remedy for this warranty for products shall be limited to, in Company's sole discretion and judgment, the replacement of defective part(s), F.O.B. Company's plant (transportation, redesign, dismantling, disposal of material and installation are not included and shall be borne and paid for by Customer), or repair of defective part(s). The exclusive remedy for this warranty for service shall be limited to, in Company's sole discretion and judgment, the repeat of services performed F.O.B. Company's plant (transportation, redesign, dismantling, disposal of material and installation are not included and shall be borne and paid for by Customer). Any such repeat of services or replacement or repair of goods shall not include any materials not sold by Company hereunder, and specifically excludes any obligation by Company related to other property of the Customer or any property of third parties. Provided, however, Company may in its sole discretion, decide to instead give Customer credit memorandum for the amounts already paid by Customer to Company for such product or service. *In any event and notwithstanding the language to the contrary herein, Customer acknowledges that any claim it may have arising out of or in connection with any original products and services, any replacement products or repeat of services and these Terms and Conditions shall be limited to and not exceed the amount Customer has actually paid to Company pursuant hereto.* If Customer fails to make any such claim within thirty (30) days after completion of Service or delivery of Product, Customer hereby waives (to the extent permitted by applicable law) any and all claims it may or does have with respect to such Products and Services. **UNLESS CUSTOMER IS AN AUTHORIZED RESELLER OF COMPANY, COMPANY'S LIABILITY IN CONNECTION WITH PRODUCTS AND SERVICES SHALL EXTEND ONLY TO CUSTOMER. CUSTOMER HEREBY INDEMNIFIES AND HOLDS COMPANY (AND ITS AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS AND EMPLOYEES) HARMLESS FOR ANY LOSS, EXPENSE OR DAMAGE (WHETHER OF CUSTOMER OR OF ANY THIRD PARTY) ARISING FROM OR IN CONNECTION WITH PRODUCTS AND SERVICES, INCLUDING WITHOUT LIMITATION ANY FAILURE OF SUCH PRODUCTS AND SERVICES TO CONFORM TO CUSTOMER'S ORDER OR SPECIFICATION OR ANY OTHER STANDARD, OR ANY NEGLIGENCE OR BREACH OF WARRANTY BY COMPANY WITH RESPECT TO ANYTHING DONE OR FAILED TO HAVE BEEN DONE BY COMPANY, IF AND TO THE EXTENT THAT SUCH LOSS, EXPENSE OR DAMAGE EXCEEDS THE AMOUNT CUSTOMER HAS ACTUALLY PAID COMPANY PURSUANT HERETO FOR SUCH PRODUCT OR SERVICE.**

5. **INSPECTION.** THE RESULTS OF ANY INSPECTION OR TESTING REPORTED BY THE COMPANY TO CUSTOMER REPRESENTS ONLY GOOD FAITH OPINIONS AND ARE NOT TO BE CONSTRUED AS WARRANTIES OR GUARANTEES OF THE QUALITY, CLASSIFICATION, MERCHANTABILITY, FITNESS FOR PURPOSE, CONDITION, OR LIABILITY OF ANY EQUIPMENT OR MATERIAL THAT HAS BEEN INSPECTED OR TESTED BY THE COMPANY.

6. **INDEMNIFICATION.** COMPANY'S LIABILITY IN CONNECTION WITH PRODUCTS AND SERVICES SHALL EXTEND ONLY TO CUSTOMER. THE FOLLOWING INDEMNIFICATIONS AND RELEASES OF LIABILITY WILL APPLY TO ANY GOODS OR SERVICES PROVIDED UNDER THIS CONTRACT. IN THE EVENT ONE PARTY MUST BRING LEGAL ACTION IN ORDER TO ENFORCE AN INDEMNIFICATION, ALL SUCH LEGAL COSTS SHALL BE INCLUDED AS PART OF THE INDEMNIFICATION.

A. **CUSTOMER'S INDEMNIFICATION OF COMPANY.** CUSTOMER SHALL RELEASE COMPANY OF ANY LIABILITY FOR, AND SHALL PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES AND JOINT OWNERS HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER (INCLUDING PUNITIVE DAMAGES), WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE NEGLIGENCE OR STRICT LIABILITY OF COMPANY (INCLUDING THE SOLE NEGLIGENCE OF COMPANY), ANY PARTY OR PARTIES, ARISING IN CONNECTION HERewith IN FAVOR OF CUSTOMER'S EMPLOYEES (INCLUDING LEASED EMPLOYEES) OR CUSTOMER'S CONTRACTORS OR THEIR EMPLOYEES, OR CUSTOMER'S INVEITEES, OR ANY OTHER PARTY OR ENTITY OTHER THAN COMPANY ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO PROPERTY.

B. **WILD WELL.** CUSTOMER SHALL BE LIABLE FOR AND INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FOR ANY DAMAGES, EXPENSES, LOSSES, FINES, PENALTIES, COSTS, EXPERT FEES AND ATTORNEYS' FEES ARISING OUT OF A FIRE, BLOW OUT, CRATERING, SEEPAGE OR WILD WELL, INCLUDING REGARDING CONTROL THEREOF, DEBRIS REMOVAL AND PROPERTY RESTORATION AND REMEDIATION, REGARDLESS OF HOW AND WHEN SUCH WILD WELL IS CAUSED, INCLUDING THE NEGLIGENCE (INCLUDING SOLE NEGLIGENCE) OR STRICT LIABILITY OF COMPANY.

C. **UNDERGROUND DAMAGE.** CUSTOMER SHALL RELEASE COMPANY OF ANY LIABILITY FOR, AND SHALL PROTECT, DEFEND AND INDEMNIFY CUSTOMER FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY AND EXPENSES RESULTING FROM OPERATIONS RELATED TO THE WORK UNDER THIS AGREEMENT ON ACCOUNT OF INJURY TO, DESTRUCTION OF, OR LOSS OR IMPAIRMENT OF ANY PROPERTY RIGHT IN OR TO OIL, GAS OR OTHER MINERAL SUBSTANCE OR WATER, IF AT THE TIME OF THE ACT OR OMISSION CAUSING SUCH INJURY, DESTRUCTION, LOSS OR IMPAIRMENT SAID SUBSTANCE HAD NOT BEEN REDUCED TO PHYSICAL POSSESSION ABOVE THE SURFACE OF THE EARTH, AND FOR ANY LOSS OR DAMAGE TO ANY FORMATION, STRATA, OR RESERVOIR BENEATH THE SURFACE OF THE EARTH. THIS INDEMNITY APPLIES REGARDLESS OF HOW AND WHEN SUCH LOSS IS CAUSED, INCLUDING THE NEGLIGENCE (INCLUDING SOLE NEGLIGENCE) OR STRICT LIABILITY OF COMPANY.

D. **IF A CLAIM IS ASSERTED AGAINST ONE OF THE PARTIES TO THIS AGREEMENT WHICH MAY GIVE RISE TO A CLAIM FOR INDEMNITY AGAINST THE OTHER PARTY HERETO, THE PARTY AGAINST WHOM THE CLAIM IS FIRST ASSERTED MUST NOTIFY THE POTENTIAL INDEMNITOR IN WRITING AND GIVE THE POTENTIAL INDEMNITOR THE RIGHT TO DEFEND OR ASSIST IN THE DEFENSE OF THE CLAIM.**

E. **COMPANY AND CUSTOMER EXPRESSLY AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE INDEMNITIES AND DISCLAIMERS OF WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS."**

7. **RISK OF LOSS.**

a. **Customer's receipt of any material delivered hereunder shall be an unqualified acceptance of, and a waiver by Customer of any and all claims with respect to, such material unless Customer gives Company written notice of claim within thirty (30) days after such receipt.** Notwithstanding the foregoing, installation or use of materials or equipment shall unequivocally constitute irrevocable acceptance of said materials. Customer assumes all risk and liability for the results obtained by the use of any material or products delivered hereunder in work performed by on behalf of Customer or in combination with other substances or products. No claim of any kind, whether as to material delivered or for non-delivery of material, and whether or not based on negligence, shall be greater in amount than the purchase price of the material in respect of which such claim is made. In no event shall Company be liable for special, indirect or consequential damages, whether or not caused by or resulting from the negligence of Company.

b. **For services, Company shall not be liable for loss or deterioration of any equipment and material of Customer under Company's control or stored on Company's premises after Company has completed its work if such loss or deterioration results from atmospheric condition, Act of God or other occurrence not within the reasonable control of Company.**

8. **TERMINATION.** Company reserves the right to terminate the order at issue, or any part hereof, solely for its convenience at any time without cause with notice to Customer. Company shall have the right to cancel any unfulfilled order without notice to Customer in the event that Customer becomes insolvent, adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, violates a term of these Terms and Conditions, or is unable to meet its financial obligations in the normal course of business. In the

work, Customer agrees to pay Company a reasonable termination charge consisting of a percentage of the Invoice price, such percentage to reflect the value of the goods, services or work in progress completed upon the cessation of work. Customer shall also pay promptly to Company any costs incurred due to paying or settling claims of Company's vendors or subcontractors arising out of the termination of the order by Customer.

9. **DELIVERY.** Unless different terms are provided on the face of this order, all items are sold FOB Company's Yard, and Customer will deliver and Customer shall bear the cost of transportation to any other named destination. Upon notification of Company of delivery, Customer shall become liable and shall bear all risk of loss associated with the goods at issues regardless of whether the goods are at a location controlled by Company. In the case of Customer pick-up, the truck furnished by Customer is the destination and Company's obligations regarding shipments are fulfilled when the goods are loaded on the truck. Items to be shipped to any other destination outside of Davis, OK, Alice, Odessa, Longview or Decatur, TX, are sold FOB port of shipment (Customer will deliver and bear the cost of transportation to the named port and will bear the cost of transportation thereafter to the final destination). The means of shipment and carrier to the point at which Company's liability for transportation costs ceases shall be chosen by Company. Excess packing, marking, shipping, and transportation charges resulting from compliance with Customer's request shall be for Customer's account. Unless otherwise agreed in writing, delivery time is not of the essence.

10. **DELAYS.** If a specific shipping date is either not given or is estimated only, and is not promised on the face of this order or in a separate writing signed by Company, Company will not be responsible for delays in filling this order nor liable for any loss or damages resulting from such delays. If a specific shipping date is promised, Company will not be liable for delays resulting from causes beyond Company's control, including without limitation accidents to machinery, fire, flood, act of God or other casualty, vendor delays, labor disputes, labor shortages, lack of transportation facilities, priorities required by, requested by, or granted for the benefit of any governmental agency, or restrictions imposed by law or governmental regulation.

11. **LIMITATION OF DAMAGES.** Notwithstanding any other provision contained herein, neither party shall be liable to the other for consequential (whether direct or indirect damages), indirect, special or punitive damages, however arising, including, but not limited to loss of profits (whether direct or indirect damages), revenues or production EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE JOINT, SOLE, OR CONCURRENT NEGLIGENCE, STRICT LIABILITY (INCLUDING ANY PRE-EXISTING DEFECTS), CONTRACTUAL OBLIGATIONS OF AN INDEMNIFYING PARTY UNDER THIS AGREEMENT TO DEFEND AND INDEMNIFY OR OTHER FAULT, WHETHER PASSIVE OR ACTIVE, OF ANY PERSON OR ENTITY, INCLUDING BUT NOT LIMITED TO THE PARTIES INDEMNIFIED.

12. **SECURITY INTEREST.** Customer grants to Company a security interest in all of Customer's equipment and material delivered pursuant to these Terms and Condition. Customer agrees to sign all documents and do all things which in the opinion of the Company may be necessary or desirable for Company to perfect such security interest and in connection therewith authorizes (to the extent permitted by applicable law) Company to sign and publicly file any financing statement on Customer's behalf as Customer's attorney-in-fact.

13. **PATENT AND INTELLECTUAL PROPERTY.** Company Retains its Intellectual Property. The sale of any products hereunder does not convey any license by implication, estoppel or otherwise covering combinations of the products with other equipment data or programs. Company retains the copyright in all documents, catalogs and plans supplied to Customer pursuant to or ancillary to the contract. Unless otherwise agreed in writing, Customer shall obtain no interest in any tooling used in the production of any Company product.

14. **INTELLECTUAL PROPERTY INFRINGEMENT.** Customer shall indemnify, defend and hold Company harmless from and against all claims, judgments, losses, costs (including attorney's fees), suits, payments, and causes of action of whatsoever kind asserted by or arising in favor of any Person or entity for or as a result of infringement of any patent(s) or copyright(s), trademark(s) or misappropriation or misuse of trade secret(s) or other confidential information, based on or related to Customer's use or application of any equipment, article of manufacture, machine, computer software, trademark, composition of matter, or process or based on Company's use or application of any equipment, article of manufacture, machine, computer software, trademark, composition of matter, or process (which is supplied or provided by Customer to Company) for its intended purpose or in reliance on advice or instruction from Customer. Company shall have the right at its discretion to select or approve counsel that is defending Company and Company retains the right to participate in any action in which Company or any member of Company is named as defendant. Should Customer be prevented from performing under any contract by reason of legal proceedings based upon such claim of infringement, Company shall be relieved of its obligations to make payment for such work not performed or items of equipment, machinery, materials or supplies not furnished as a result thereof. Notwithstanding any provisions of these Terms and Conditions to the contrary, the parties agree that damages under this provision are allowed as direct damages and shall not be deemed to be special, indirect, or consequential.

15. **OWNERSHIP OF CUSTOMER DEVELOPMENTS** All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed or created by Company during the course of performing work for Customer (collectively the "Work Product") shall belong exclusively to Company and shall NOT, to the extent possible, be considered a work made for hire for Company within the meaning of Title 17 of the United States Code. Customer agrees to assign, and hereby assigns at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest Customer may have in such Work Product. Upon request of Company, Customer shall take such further actions, including execution and delivery of declarations, instruments of conveyance, and the like for any applications or registrations Company may, at its expense, apply for and as may be appropriate to give full and proper effect to such assignments.

16. **TAXES.** Unless otherwise specifically provided for herein, Customer shall be liable for all federal, state, or local taxes or import duties assessed by any governmental entity of any jurisdiction in connection with the goods or services furnished hereunder.

17. **DECEPTIVE TRADE PRACTICES.** Customer acknowledges the application of Section 17.45(4) of the Texas Deceptive Trade Practices Act (Texas Business Commission Code §17.41 et. seq.) (the "Act") to any transaction contemplated hereby and represents that it is not a "consumer" for the purposes of the Act.

18. **NO WAIVER.** Failure to enforce any or all of the provisions in these Terms and Conditions 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 of these Terms and Conditions. Should any provision of these Terms and Conditions be declared invalid or unenforceable all other provisions of these Terms and Conditions shall remain in full force and effect.

19. **CHOICE OF LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND SHALL BE PERFORMABLE IN HARRIS COUNTY, TEXAS. WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPALS AND WAIVER OF SAME, EACH PARTY HERETO SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS IN HARRIS COUNTY, TEXAS AND THE FEDERAL COURTS IN AND FOR THE SOUTHERN DISTRICT OF TEXAS SITTING IN HOUSTON, TEXAS IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY DOCUMENT OR INSTRUMENT ENTERED INTO IN CONNECTION HERewith.

20. **AUTHORITY.** Customer warrants and represents that the individual receiving the Order at issue on behalf of Customer has the authority to enter into these Terms and Conditions on behalf of Customer, and that upon receipt these Terms and Conditions shall be binding upon Customer.

21. **FORCE MAJEURE.** If Company is unable to carry out its obligations hereunder by reason of force majeure, then upon Company's giving of notice and reasonably full particulars of such force majeure in writing to Customer, Company's obligations that are affected by force majeure shall be suspended during the continuance of the force majeure and Company shall not be liable to Customer for any damages incurred by the Customer as a result thereof.

22. **CONFIDENTIALITY.** Customer acknowledges the highly secret and valuable nature of all proprietary inventions, methods, processes, designs, know-how, and trade secrets embodied in the Company's equipment, products and services and its components (hereinafter referred to as "Confidential Data"). Accordingly, Customer agrees not to disclose or use any Confidential Data. Customer further agrees to take any and all necessary precautions to prevent disclosure of the Confidential Data associated with the Company's equipment, products and services and components thereof to persons other than those employees of Customer for whom such disclosure is necessary for performance of the work hereunder.

23. **COMPLIANCE.** Customer expressly agrees to comply with and abide by, all of the laws of the United States and of the State of Texas, including, but not limited to, OSHA, EPA and all rules and regulations now existing or that may be hereafter promulgated under and in accordance with any such law or laws, and hereby agrees to indemnify and hold Company harmless from any and all claims, demands, or damages incurred by Company arising from Customer's failure to comply with all laws and governmental regulations. The indemnities in this paragraph shall be in addition to any other indemnity obligations between Customer and Company, including any other indemnity obligations contained herein.

24. **HAZARDOUS WASTE.** COMPANY AGREES THAT IT SHALL BE TOTALLY RESPONSIBLE FOR ANY AND ALL WASTE AND/OR HAZARDOUS SUBSTANCES DIRECTLY INTRODUCED BY COMPANY BY A COMPANY EMPLOYEE AND SHALL PERFORM ALL CLEAN-UP AND REMOVAL OF SUCH SUBSTANCES. IN THE EVENT COMPANY DOES NOT PERFORM SUCH CLEAN-UP AND/OR REMOVAL, COMPANY SHALL INDEMNIFY CUSTOMER FOR ALL LOSSES, DAMAGES, CLAIMS, DEMANDS, COSTS, CHARGES, AND OTHER EXPENSES, INCLUDING ATTORNEYS' FEES, AS WELL AS EXPERTS AND CONSULTANT FEES, INCURRED BY CUSTOMER RELATED TO SUCH CLEAN-UP AND/OR REMOVAL, EVEN IF THE LOSSES, DAMAGES, CLAIMS, DEMANDS, COSTS, FEES, AND EXPENSES ARE CAUSED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF CUSTOMER. CUSTOMER SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL PROTECT, DEFEND AND INDEMNIFY COMPANY FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ARISING DIRECTLY OR INDIRECTLY FROM ALL OTHER POLLUTION OR CONTAMINATION WHICH MAY OCCUR DURING THE CONDUCT OF OPERATIONS, INCLUDING, BUT NOT LIMITED TO, THAT WHICH MAY RESULT FROM FIRE, BLOWOUT, CRATERING, SEEPAGE OR ANY OTHER UNCONTROLLED FLOW OF OIL, GAS, WATER OR OTHER SUBSTANCE.