

**OCV FLUID SOLUTIONS, LLC AND SUBSIDIARIES: OCV CONTROL VALVES, LLC;
AMS MACHINING SPECIALISTS, LLC; AND PRECISION COATINGS, LLC**

TERMS AND CONDITIONS OF SALE

1. **PAYMENT.** The price specified on the front of this order includes all taxes except state or local sales and use tax or similar taxes which the Seller is required by law to collect from Buyer, and federal excise taxes, if applicable. The above-listed taxes must be separately stated on Seller's invoice. All materials shall be received subject to Buyer's inspection and acceptance, notwithstanding payment having been made prior to such inspection and acceptance.
2. **WARRANTY.** Seller expressly warrants that all work and goods sold or manufactured by it hereunder (1) will be free from defects, of good workmanship and materials, and merchantable (2) will conform strictly to the specifications, drawings, approved samples or other description furnished or specified by Buyer and (3) will be fit and sufficient for the purpose and use intended. All warranties, express or implied, shall survive inspection, test, acceptance and payment by Buyer hereunder, and shall be extended to include Buyer's successors, assigns, subsidiaries and divisions.
3. **DELIVERY.** TIME IS OF THE ESSENCE for all goods or documentation to be delivered hereunder.
4. **INSPECTION. TEST AND ACCEPTANCE.** Access to Seller's facilities and those of its subcontractor's shall be granted to Buyer, its agents, representatives and customers. All material, workmanship and tests performed by Seller shall be subject to Buyer's inspection at its discretion. Where witness of any test is specified, Seller shall give five days' advance notice to the named Buyer designated on the reverse side of this Order. Acceptance by Buyer's representatives of any goods, tests or documentation is conditioned upon and subject to final acceptance by Buyer's customer.
5. **PATENTS.** Seller warrants that the products hereby ordered, or the sale or use thereof, will not infringe any U.S. or foreign letters patent. Seller agrees upon notice to defend, protect and save harmless Buyer, its successors, assigns, customers and users of its products, against all suits at law or in equity and from all legal expenses, damages, claims and demands, for actual or alleged infringement of any patent by reason of the sale or use of the products.
6. **PROPRIETARY DATA AND EQUIPMENT.** Patterns, drawings or other data, designs, tools, jigs, dies, equipment of other items furnished by Buyer or provided by Seller to Buyer's account shall remain Buyer's sole property and said items or any articles or parts thereof will not be furnished to any other without Buyer's written consent.
7. **INDEMNITY AND HOLD HARMLESS.** Seller agrees to indemnify, release, defend and save harmless OCV Fluid Solutions, LLC, its divisions and subsidiaries (OCV Control Valves, LLC; AMS Machining Specialists, LLC; Precision Coatings, LLC), and its directors, officers, employees, agents, representatives, successors and assigns, customers and users of its and their products, whether acting in the course of their employment or otherwise, against all suits, actions or proceedings at law or in equity and from all claims, demands, losses, judgments, damages, costs, expenses or liabilities resulting from the death or injury to any person or damage to any property arising out of or in any way connected with the performance or furnishing of goods or services as more fully described in this contract and, upon the tendering of any suit, action or proceeding to Seller, to defend the same as Seller's expense as to all costs, fees and damages.
8. **APPLICABLE LAWS.**
 - A. **FEDERAL LAW.** Seller agrees that its performance hereunder will be in compliance with all relevant rules, regulations and orders of the U.S. Department of Labor, which are incorporated herein by reference, including but not limited to the following:
 - (1) The Equal Opportunity Compliance Certificate, which has been executed by Seller is hereby incorporated in the terms and conditions of this order.
 - (2) The Fair Labor Standards Act of 1938, as amended.
 - (3) The Walsh-Healy Public Contract Act (41 U.S. Code 35-45), as amended.
 - (4) Applicable Occupational Safety and Health Standards of the Williams Steiger Occupational Safety and Health Act of 1970 (P.L. 91-596).
 - B. **STATE LAW.** The contract resulting from the acceptance of this order shall be governed by and interpreted in accordance with the laws of the State of Oklahoma.
9. **CANCELLATION.** Buyer shall have the right to cancel all or any part of this order in the event the goods are not delivered within the time specified in this order, and Seller shall be responsible for all costs and expenses incurred by Buyer as a result thereof, except when such delay in delivery is due to unforeseeable causes beyond Seller's control and without its fault or negligence. Notwithstanding the above, Buyer reserves the right to cancel this order in whole or in part at any time without cause and agrees to reimburse Seller for all reasonable costs plus a reasonable profit as a result thereof for work performed to the date of such cancellation.
10. **CHANGE.** The Buyer, at any time within the scope of this order, may make changes in method of shipment or packaging or place of delivery or quantity of articles. If any such changes cause an increase or decrease in the cost of, or the time required for performance of this order, an equitable adjustment shall be agreed upon in the price and/or delivery schedule, and this order shall be modified in writing accordingly.