

## MRC GLOBAL - INTERNATIONAL TERMS OF SUPPLY

### 1. DEFINITIONS

- 1.1 "Associated Company" means, in reference to a Person, any other Person that: (a) directly or indirectly controls or is controlled by the first Person; or (b) is directly or indirectly controlled by a Person that also directly or indirectly controls the first Person. A Person controls another Person if that first Person has the power to direct or cause the direction of the management of the other Person, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by ownership of shares or other equity interests, the holding of voting rights or contractual rights, by being the general partner of a limited partnership, or otherwise.
- 1.2 "Buyer" means the entity named in the Order Confirmation who agrees to purchase the Goods from the Seller.
- 1.3 "Buyer's Group" shall mean the Buyer, any Associated Company of the Buyer, Buyer's other suppliers and sub-suppliers of any tier and their respective associated companies (but always excluding Seller) and the respective officers, employees (including agency personnel), agents, directors and successors of any of them.
- 1.4 "Conditions" means the terms and conditions of supply set out in this document.
- 1.5 "Confidential Information" means any and all information provided by the Buyer Group and Seller Group under the Contract.
- 1.6 "Contract" means any contract for the supply of Goods and/or Services by the Seller to the Buyer which incorporates these Conditions and the Order Confirmation.
- 1.7 "Delivery Point" means the delivery location for the Goods and/or Services specified in the Order Confirmation.
- 1.8 "Goods and/or Services" means any goods, services and/or other items which the Seller agrees to supply to the Buyer as set out in the Order Confirmation.
- 1.9 "Order Confirmation" means the Seller's written confirmation (incorporating these Conditions) of an order made by the Buyer for Goods and/or Services.
- 1.10 "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.
- 1.11 "Price" means the price payable by the Buyer for the Goods and/or Services set out in the Order Confirmation.
- 1.12 "Seller" means the entity named in the Order Confirmation who agrees to sell the Goods to the Buyer.
- 1.13 "Seller's Group" shall mean the Seller, any Associated Company of the Seller, Seller's other suppliers and sub-suppliers of any tier and their respective associated companies (but always excluding Buyer) and the respective officers, employees (including agency personnel), agents, directors and successors of any of them.

### 2. CONDITIONS APPLICABLE

- 2.1 These Conditions shall apply to all Contracts to the exclusion of all other terms and conditions which the Buyer purports to apply in any form whatsoever. The Buyer's or any third party's differing or contrary terms shall only apply if expressly agreed upon by the Seller in writing.
- 2.2 In the event any special terms are agreed between the Buyer and the Seller and incorporated into the Contract, such special terms shall take precedence over these Conditions.

### 3. THE PRICE AND PAYMENT

- 3.1 All stated Prices are exclusive of any taxes, fees, duties, and levies, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the Price (collectively, "Taxes"). Any Taxes related to the Goods and/or Services purchased pursuant to the Contract are the responsibility of Buyer unless agreed otherwise by the Parties in writing.
- 3.2 Payment of the Price (or any instalment thereof) or any other amount due under the Contract shall be due and payable by the Buyer in cleared funds to the bank account nominated in writing by the Seller within 30 days of the date of invoice.
- 3.3 The Buyer shall make all payments due under the Contract to the Seller without any deduction whatsoever whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 3.4 Any queries in respect of invoices should be brought to the Seller's attention in writing within 5 days of the date of the invoice. If the Buyer reasonably disputes an invoice, whilst the Buyer and the Seller try to reach agreement over the disputed amount the Buyer will pay the undisputed sum under the invoice in accordance with the timescale in Condition 3.2. The remaining amount due (if any) shall be payable by the Buyer within 5 days of the dispute having been resolved or determined.
- 3.5 Interest on overdue payments shall accrue automatically without any prior notice of default required and shall accrue on a daily basis from the date when payment becomes due until receipt of payment in full and cleared funds by the Seller at the maximum statutory rate determined by the law of the country in which the Seller is registered, or (where there is no such maximum statutory rate) at a rate of 1.5% per month calculated daily. In addition, the Buyer shall pay Seller's reasonable costs of collecting any overdue payment. The Buyer acknowledges and agrees that the above default interest is a genuine pre-estimate of the loss that the Seller will suffer in the event that the Buyer should fail to make payment of the Price.
- 3.6 In addition to all other remedies available to the Seller, the Seller may: (i) without notice suspend any or all further deliveries to the Buyer under any Contract, and/or (ii) serve notice on the Buyer requiring immediate payment for Goods supplied by the Seller under any Contract. If Buyer fails to make payment of an invoice within five (5) days of such invoice becoming due and payable.
- 3.7 The Seller has the right to withhold or deduct from payments due to the Buyer, any amounts the Seller reasonably believes that the Buyer owes to the Seller under any Contract.

### 4. DELIVERY

- 4.1 Delivery of Goods and/or Services shall be at the Delivery Point using Seller's standard methods for shipping and packing.
- 4.2 Times for delivery of Goods and/or Services specified in the Contract are estimates only and as such time shall not be an essential or material condition of the Contract that would allow the Buyer to cancel or terminate the Contract or claim damages.
- 4.3 The Seller may deliver the Goods and/or Services by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. Any failure by the Seller to deliver or any claim by the Buyer in respect of any one or more of the instalments in accordance with these Conditions shall not entitle the Buyer to treat the Contract as a whole as repudiated.

### 5. WARRANTIES AND LIABILITY

- 5.1 The Seller warrants that the Goods and/or Services will at the time of delivery materially correspond to any specification given by the Buyer and agreed by the Seller, comply with laws and be free from defects in material and workmanship. All other warranties or conditions (whether express or implied) as to quality, condition, description, compliance with sample or fitness for purpose (whether statutory or otherwise) other than those expressly set out in the Contract are excluded from the Contract to the fullest extent permitted by law (including but not limited to implied warranties or conditions of merchantability, satisfactory quality and/or fitness for a particular purpose).
- 5.2 In the event that any Goods and/or Services are found to be defective within twelve (12) months of acceptance of the Goods and/or Services pursuant to Condition 6, the Buyer shall be entitled to rectification of such defect pursuant to Condition 8.
- 5.3 The Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the Contract shall be limited to the Price payable for the Goods and/or Services under the Contract and the Seller shall not be liable in contract, tort (including negligence), statutory duty or otherwise whatsoever for any claim, damage, loss or costs in respect of (whether direct or indirect): loss of profit; loss of use; loss of anticipated contracts and/or savings; loss of goodwill; loss of opportunity; loss of business and/or business interruption or any indirect loss or consequential or special loss or damage.
- 5.4 Nothing in these Conditions excludes or limits the liability of either party for death or personal injury caused by its negligence or any liability for fraud or fraudulent misrepresentation or any other liability that cannot be restricted by law.

### 6. ACCEPTANCE

- 6.1 The Buyer shall notify the Seller within forty-eight (48) hours after delivery to the Buyer of any discrepancy in the quantity of Goods delivered or of any visible defect in the Goods and/or Services in breach of the warranty provisions in Condition 5.1.
- 6.2 In the event that the Buyer fails to notify the Seller in accordance with Condition 6.1, the Goods and/or Services will be deemed to have been accepted by the Buyer following which the Buyer shall not be entitled to reject the Goods and/or Services or make any claim in respect of the quantity of Goods delivered.
- 6.3 In case excess quantity of the Goods is delivered, such excess Goods shall be returned by Buyer to the Seller at Seller's cost. Any shortage in the delivery of the Goods shall be rectified by the Seller either by reduction of the Price or rectification at Seller's option and cost.

### 7. TITLE AND RISK

- 7.1 The Goods shall be at the Buyer's risk as from the time of delivery.
- 7.2 Ownership of the Goods shall not pass from the Seller to the Buyer until the Seller has received in full and cleared funds all sums due to it in respect of the Goods.
- 7.3 The Buyer shall keep the Goods clearly identifiable as the property of the Seller until such time as they may be mixed with other goods in the ordinary course of Buyer's business. This Condition 7.3 is solely for the benefit of the Seller and does not entitle the Buyer to return or require the return of any Goods which have not been paid for.
- 7.4 Until title to the Goods transfers to the Buyer, Buyer will keep the Goods free of all security interests other than in favour of the Seller.
- 7.5 This Condition 7 shall apply during the continuance of the Contract and after its termination howsoever arising.

### 8. REMEDIES OF BUYER

- 8.1 In case of any defects in the Goods and/or Services in breach of the warranty provisions in Condition 5.1, the Seller will at its sole option and discretion either repair or replace the defective Goods and/or reform the Services at its cost, or provide the Buyer with a refund of that part of the Price paid for the defective Goods and/or Services. The Seller shall not be responsible for any costs associated with the removal or reinstatement of any Goods or any other items or for any transportation costs associated with the rectification works which exceed the cost of collecting the defective Goods from the Delivery Point and returning the rectified Goods to the Delivery Point or for any offshore transportation and/or accommodation costs associated with reperformance of the Services.
- 8.2 If, upon inspection of the Goods and/or Services Seller reasonably considers that any Goods and/or Services are not defective, or have been damaged or otherwise caused to be unworkable as a result of any action of the Buyer and/or the user of the Goods and/or Services, the Seller shall not be responsible for rectification pursuant to Condition 8.1 and Buyer shall reimburse Seller for all direct costs associated with such inspection.
- 8.3 Buyer acknowledges and agrees that the remedies set out in this Condition 8 are Buyer's exclusive remedies for the provision of defective Goods and/or Services, and except as set out in this Condition 8, Buyer has no right to return the Goods and/or Services to Seller without Seller's written authorisation.

### 9. TERMINATION AND CANCELLATION

- 9.1 The Seller may terminate the Contract with immediate effect from the date of service of written notice to the Buyer; (i) if the Buyer commits a material and/or persistent breach of any of their obligations under the Contract and (if the breach is capable of remedy) the Buyer fails to remedy it within the time reasonably permitted as stated in any notice in writing provided by the Seller; (ii) if the Buyer commits any act which brings or is likely to

bring the Seller into disrepute or which damages or is likely to damage their interests; (iii) if the Buyer becomes insolvent or is unable to pay its debts as they fall due or if a liquidator, receiver or manager (or similar person) is appointed in relation to the Buyer's business, or is subject to any similar insolvency procedure, or if the Seller, acting reasonably, has serious doubts as to the Buyer's solvency; or (iv) the Buyer undergoes a change in control.

- 9.2 On termination of the Contract for any reason the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.
- 9.3 The Buyer may not cancel or suspend any Contract without the Seller's prior written consent. If the Seller agrees to cancel or suspend a Contract, the Buyer shall indemnify the Seller for all costs associated with such cancellation or suspension (including but not limited to storage costs, insurance, shipping costs, restocking fees and Seller termination fees) incurred by the Seller. Any period of suspension shall not exceed a period of three (3) months.

### 10. VARIATION

- 10.1 Any variation to the Contract as requested by the Buyer shall not be binding on the Seller until such variation (including the impact on the Price and delivery schedule) has been agreed in writing by the Seller.
- 10.2 The Seller may require a variation to the Contract where any act or omission by the Buyer causes a delay or additional cost to the Seller. The Seller shall notify the Buyer in writing of the required variation (including the grounds for requesting such variation), and the change to the Price and/or the delivery schedule shall be reasonable having regard to the impact of the act or omission of the Buyer on the Seller and/or its sub-contractors/sub-suppliers. Such variation shall be binding following the giving of notice by the Seller under this Condition.

### 11. NOTICES

- 11.1 Any notice to be given under the Contract by either party to the other shall be in writing and may be served by personal service or by post to the address of the other party given in the Contract.
- 11.2 Any such notice shall be deemed to have been served: (i) if delivered by hand, at the time of delivery; or (ii) if posted at the expiration of forty-eight (48) hours after the envelope containing the same shall have been put in the post.

### 12. ASSIGNMENT

- 12.1 The Buyer shall not be entitled to assign, sub-contract or otherwise dispose of the Contract or any part of it without the prior written consent of the Seller.
- 12.2 The Seller may assign or sub-contract all or any part of its obligations under the Contract to any person, firm or company.

### 13. FORCE MAJEURE

- 13.1 The Seller reserves the right to defer the date of delivery or to cancel any Contract (without liability to the Buyer) and shall not be liable for any failure to meet its obligations under any Contract if it is prevented from or delayed in the carrying on of its business due to any circumstances beyond the reasonable control of the Seller.

### 14. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY

- 14.1 The Buyer will keep confidential all Confidential Information that it may acquire and will not use the Confidential Information for any purpose other than to complete its obligations under the Contract. The Seller will deal with all Confidential Information that it may acquire in accordance with its Business Data Use Statement (which is available for download from [www.mrcglobal.com/Terms-and-Conditions](http://www.mrcglobal.com/Terms-and-Conditions)). A Party acquiring Confidential Information is the "Receiving Party".
- 14.2 The obligations under this Condition 14 will not apply to information which: (i) is publicly available or becomes publicly available through no act or omission of the Receiving Party; or (ii) the Receiving Party is required to disclose by order of a court or regulatory body of competent jurisdiction; or (iii) is disclosed to the Receiving Party's professional advisers, provided that such advisers are under a duty of confidentiality no less strict than that set out in this Condition 14 (and the Receiving Party shall be liable for any breach of confidentiality by its professional advisers).

- 14.3 Neither Party shall make any press announcements or publicise the Contract in any way, without the prior written consent of the other Party.
- 14.4 The Buyer shall acquire no right, title or interest of any kind in, or with respect to, any of the Seller's, Associated Companies' or manufacturers' trademarks appearing on Goods or otherwise, or software developed or provided by the Seller. Title to, or property rights in, software developed or provided by the Seller or Seller Group shall pass to the Buyer only pursuant to a separate written agreement specifically setting forth the property rights provided, and only if the Buyer is specifically and separately invoiced for such software.
- 14.5 This Condition 14 shall apply during the continuance of the Contract and for a period of five (5) years after completion of the Contract or its termination howsoever arising.

### 15. THIRD PARTY RIGHTS

- 15.1 An entity which is not an Associated Company or is not expressly named as a Party to the Contract shall have no right to enforce any term of the Contract.
- 16.1 **SANCTIONS AND BOYCOTT**
- 16.1 The Buyer shall not act in any manner (including omitting to act in relation to a transaction) which is inconsistent with, penalised or prohibited under any laws, regulations, orders, demands, rules or requirements of the law of the country in which the Seller is registered or the United States of America which relates to international boycotts of any type.
- 16.2 The Buyer shall not cause the Seller to be, nor shall the Seller be obliged to perform any obligation under the Contract if this would be, in violation of any laws, regulations, orders, demands, rules or requirements of the law of the country in which the Seller 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.

### 17. ANTI-CORRUPTION

- 17.1 The Buyer warrants and represents to Seller that in connection with the Contract Buyer will comply with all applicable laws, regulations, demands, rules and/or official government orders and requirements of the law of the country in which the Seller is registered, the United Kingdom, the United States of America or any other relevant jurisdiction relating to anti-bribery or anti-money laundering.
- 18.1 **PERSONAL INFORMATION**
- 18.1 Buyer 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). Buyer 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 Contract.
- 18.2 Prior to any transfer of Personal Data by Buyer, Buyer will impose all obligations on Buyer Group as required by the Contract and applicable laws.
- 18.3 Where Personal Data is transferred or gathered from the European Economic Area and Buyer 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, Buyer will either: (i) enter into standard contractual clause with Seller as set out in the Annex to Decision to 2004/915/EC (<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2004:3005:074:0084: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.
- 18.4 Buyer will inform Seller, 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 Seller Group Personal Data has occurred.
- 18.5 Any Buyer Group Personal Data collected by the Seller Group during the performance of the Contract will be processed in accordance with MRC Global's Privacy Statement available on [www.mrcglobal.com](http://www.mrcglobal.com).

### 19. LAW AND JURISDICTION

- 19.1 Each Party shall perform its obligations under the Contract and shall at all times act in accordance with all applicable laws, statutes, regulations, and codes from time to time in force.
- 19.2 Any breach by the Buyer of Condition 16, 17 or 19.1 shall be a material breach of the Contract.
- 19.3 These Conditions and each Contract is subject to the law of the country in which the Seller is registered and the Parties submit to the exclusive jurisdiction of the courts of such country (except where the Seller is located in the United Arab Emirates). Where the Seller is located in the United Arab Emirates, these Conditions and each Contract is subject to the laws of England and any questions, claims or disputes between the parties shall be referred to and finally resolved by arbitration. Where the Seller is located in Dubai (i) such arbitration shall be under the Arbitration Rules of the DIFC-LCIA, and (ii) the seat, or legal place, of arbitration shall be the Dubai International Financial Centre. Where the Seller is located in Abu Dhabi (i) such arbitration shall be under the Abu Dhabi Conciliation & Arbitration Centre's Procedural Regulations and (ii) the seat, or legal place, of arbitration shall be Abu Dhabi. The abovementioned arbitration rules are deemed to be incorporated by reference into these Conditions. The number of arbitrators shall be one. The language to be used in such arbitration shall be English. The award made by such arbitration process shall be final and binding on the Parties and may be enforced in any court of competent jurisdiction.
- 19.4 Any relevant state of goods and/or services legislation shall not apply to the Contract to the fullest extent permitted by law.
- 19.5 The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- 19.6 In the event of any conflict between the English version of these Conditions and any other language version of these Conditions, the English version shall prevail.
- 19.7 Should any provision of the Contract be held invalid or unenforceable, such invalid or unenforceable Condition will be deemed severed from the Contract and will not affect the validity or enforceability of the remainder of the Contract.