

The following terms and conditions form part of each contract for sale by MRC GLOBAL (CANADA) ULC for the sale of any products or goods, including equipment and parts, to a Customer and any contract or agreement made by and between MRC Global and Customer includes these terms and conditions.

1. **Applicability; Objection to Additional or Different Terms and Conditions.** This document (together with any invoice, confirmation, order, exhibits, attachments, and other documents incorporated by reference, this "Order") is an offer by MRC GLOBAL (CANADA) ULC ("MRC Global") to sell the goods at the price indicated on the face of or attached to or incorporated by reference into this document upon the Terms and Conditions contained herein. By acknowledging receipt of this Order or by accepting delivery of the goods described herein, Customer agrees to these Terms and Conditions and to pay the stipulated price. This Order constitutes the entire agreement between the parties regarding transactions contemplated herein, including all promises and representations both express and implied.
2. **Modification.** None of the terms and conditions contained herein may be added to, modified, superseded or otherwise altered, including by course of dealing, except by a written instrument specifically referencing the affected provision of this Order signed by an authorized representative of MRC Global and an authorized representative of Customer. The failure or delay or either party in the enforcement of the rights detailed in the Order 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 such party may exercise its rights under the Order despite any delay or failure to enforce those rights at the time the cause of action or right or obligation arose.
3. **Payment and Security.** Customer shall pay each invoice within thirty (30) days of the invoice date. Customer hereby grants to MRC Global a security interest in the products and goods sold pursuant hereto (and all proceeds from the sale thereof) to secure the Customer's obligations to pay for all such products and goods. Customer waives its right to receive a copy of any financing statement, financing change statement or verification statement relating to the security interest granted herein. If Customer fails to timely pay its account, the unpaid balance of all invoices shall become due and payable immediately and, in addition to any other rights or remedies it has, MRC Global, and/or its parent, subsidiary, and affiliated companies ("MRC Global's Affiliates"), may set off against Customer's, and/or its parent, subsidiary, and affiliated companies', account balance, hold further orders, charge late payment fees and interest on past due amounts, perfect its interest (if not perfected) in the goods and Customer's other property by filing the appropriate liens or other documents. To the extent reasonably required by MRC Global, Customer agrees to execute such financing statements and other related documents as are reasonably necessary to create and perfect the security interests and/or charge late payment fees and interest on past due amounts. Interest shall accrue at the lesser of 18% per annum (1.5% per month) or the maximum amount allowed by law on any invoice from the date such invoice becomes due. MRC Global may use the services of a collection service and/or an attorney to collect amounts overdue. Customer agrees that it will be liable for all fees incurred by MRC Global, including collection service fees and/or attorney's fees, costs, and expenses arising out of MRC Global's collection efforts.
4. **Taxes.** Prices do not include sales, use, excise, or other similar taxes. The amount of any goods, services, sales, use, excise, or similar tax applicable to Customer's purchase of goods or services hereunder will be added to MRC Global's invoice and paid by Customer to MRC Global unless Customer provides MRC Global with tax exemption certificates issued by the appropriate taxing authorities and satisfactory to MRC Global.
5. **Transportation, Title and Risk.** Unless otherwise agreed in writing by the parties, all goods shall be delivered at the shipping point (Customer pays shipping cost, and takes responsibility for the goods when the goods leave MRC Global's premises, including the responsibility for insuring such goods), and title and risk of loss to the goods shall pass to Customer at the delivery point. Packaging will be in MRC Global's discretion unless agreed otherwise. Delivery dates are approximate only and are computed from the date of receipt of Customer's order. Delivery dates are subject to revision at the time of entry of the order by MRC Global and the delivery dates then given are approximate and subject to any action MRC Global must take in connection with other orders.
6. **Time.** MRC Global will employ reasonable efforts to fill Customer's Orders promptly upon acceptance. In the event MRC Global is delayed in delivering goods and such delay is caused by a Force Majeure Event as described below, such delay shall be excused.
7. **Warranty/Disclaimer.** MRC Global warrants for a period of 12 months from the date of delivery that goods of MRC Global's own manufacture supplied hereunder will be of the kind and quality specified in writing to Customer, and for such goods, MRC Global's manufacturing process will not cause defects in material and will be performed in a good workmanlike manner, provided the goods are used under normal and proper operating conditions and service. For a period of one year from the date of shipment, goods will be replaced or repaired or the purchase price refunded, at MRC Global's option, to the extent defective due to MRC Global's manufacture not being in compliance with this warranty.

With respect to goods manufactured by other manufacturers, MRC Global hereby assigns all manufacturers' warranties and remedies, to the extent assignable. Further, MRC Global agrees to provide such cooperation and assistance as Customer may reasonably request to effectuate such warranties as against manufacturers of such goods, provided that MRC Global shall not be obligated to take any action that threatens or impairs its own rights, duties, and responsibilities.

MRC Global's obligations under the above warranty do not extend to repair or replacement of products, or to refund any amounts, necessitated by loss of or damage to the products resulting from normal or routine wear and tear.

THE EXPRESS WARRANTIES SET FORTH ABOVE ARE IN LIEU OF AND SUPERCEDE (i) ALL OTHER WARRANTIES AND REMEDIES WHETHER EXPRESS OR IMPLIED, ORAL, WRITTEN OR BASED IN COMMON LAW, EQUITY OR STATUTE, AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION PRODUCT LIABILITY BASED UPON STRICT LIABILITY AND NEGLIGENCE. MRC GLOBAL MAKES NO REPRESENTATION OR WARRANTIES EXCEPT AS EXPRESSLY PROVIDED ABOVE AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE OR NON-INFRINGEMENT.

8. **Limitation of Liabilities.** (A) MRC GLOBAL AND MRC GLOBAL'S AFFILIATES' LIABILITY FOR ANY AND ALL DIRECT LOSSES THAT ARE A FORESEEABLE RESULT OF ANY ACT OR OMISSION OF MRC GLOBAL OR MRC GLOBAL'S AFFILIATES, INCLUDING WITHOUT LIMITATION, ALL DAMAGES, CLAIMS, FINES, PENALTIES, LOSSES, LIABILITIES (INCLUDING SETTLEMENTS AND JUDGMENTS), COSTS AND EXPENSES (INCLUDING INTEREST AND PROFESSIONAL FEES) WILL BE LIMITED TO THE COST OF THE GOODS SOLD TO THE CUSTOMER UNDER THE ORDER; AND (B)

NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, OR BUSINESS) RESULTING FROM OR IN ANY WAY RELATED TO THE GOODS OR SERVICES PURCHASED/SOLD HEREUNDER, THIS ORDER OR TERMINATION OF THIS ORDER. This limitation applies regardless of whether the damages or other relief sought are based in contract or tort, including breach of contract including warranty, negligence, strict liability in tort, or any other legal or equitable theory.

9. **Indemnity.** Customer shall be liable to and shall indemnify and hold harmless MRC Global and its officers and employees from and against any actions, suits, claims, demands, loss, costs, damages or expenses sustained or suffered by, imposed on or made against MRC Global arising out of an act or failure to act by Customer or its employees, contractors, or agents, or arising from or incidental to the use by Customer, its employees, contractors or agents of the products sold herein, including but not limited to any damage or bodily injury (including death) or other damage or loss whatsoever kind in nature, including the escape, release, discharge or emission of any substance which causes or may cause a harmful or deleterious effect to any person, animal, plant or property or the environment.
10. **Intellectual Property.** Customer shall acquire no right, title or interest of any kind in, or with respect to, any of MRC Global's, MRC Global's Affiliates, MRC Global's manufacturers' or MRC Global's other suppliers' trademarks appearing on goods or otherwise, software developed or provided by MRC Global or any of those persons, or any other intellectual property rights used to create, embodied in, used in or otherwise relating to the goods or services sold under this Order. Title to, or property rights in, software developed or provided by MRC Global or any of those persons shall pass to Customer only pursuant to a separate written agreement specifically setting forth the property rights or license terms provided, and only if Customer was specifically and separately invoiced for such software.
11. **Force Majeure Event.** MRC Global shall not be liable to Customer for any loss or damage suffered by Customer, directly or indirectly, for any failure or delay of MRC Global to perform hereunder where such failure or delay is caused by or results from acts beyond MRC Global's reasonable control, including, but not limited to: labor troubles (including, without limitations, strikes, slow downs and lockouts) or civil disturbance, actions by governmental authorities, including statutes and/or regulations, inability to obtain or revocation of export or import license, interruptions of or delay in transportation, material shortages, fire, flood, acts of God, power failures, accidents national or regional emergencies or other causes of like or different character.
12. **Cancellation.** Because MRC Global often places orders with its suppliers in reliance upon customers' orders, Customer may not cancel or change this Order without MRC Global's consent, which consent may be withheld in MRC Global's sole discretion. If MRC Global agrees to cancellation of an order, MRC Global will determine, and Customer will pay, an appropriate cancellation charge, including administrative costs, shipping costs and restocking fees.
13. **Severability.** If any one or more of the provisions of this 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 this Order or such other document, as the case may be, and this 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.
14. **Governing Law and Arbitration.** 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 choice of law rules that would apply the law of another state. The parties agree that the UN Convention on Contracts for the International Sale of Goods will not apply to this Order. 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 Section, 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.