

1. **Applicability; Objection to Additional or Different Terms and Conditions.** This document (together with any exhibits, attachments, and other documents incorporated by reference, this "Order") is an offer by MRC Global (US) Inc. (fka McLunkin Red Man Corporation) ("MRC Global") to sell the goods or services 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. Terms or conditions contained in any prior, contemporaneous or subsequent communication from MRC Global or Customer that submit, propose, or state any additions, changes, deviations, or modifications to this Order, shall automatically be deemed void, objected to, and rejected by MRC Global and Customer. This Order is the final and complete expression of Order between the parties, setting forth the entire Order between the parties regarding transactions under this Order and including all promises and representations both express and implied. If this Order is construed to be an offer, this offer expressly limits acceptance by Customer to the terms of this offer and notice of objection to any different or additional terms is hereby given. If this Order is construed to be an acceptance of an offer, this acceptance is expressly conditioned upon Customer's assent to any different or additional terms contained in this Order. If this Order is construed as a confirmation of an existing contract, the parties agree that this confirmation states the exclusive terms of any contract between the parties. MRC Global takes exception to and hereby objects to all hold harmless and indemnity provisions, either express or implied, set forth in Customer's order, including, but not limited to, those that attempt to make MRC Global responsible for Customer's negligence. MRC Global also objects specifically to any provisions in Customer's order that (a) attempt to impose warranties other than as set out herein, (b) attempt to prohibit disclaimers of warranties, (c) attempt to preclude limitations on Customer's remedies, or (d) attempt to impose damages resulting from performance failures.
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 **Modification.** None of the terms and conditions contained herein may be added to, modified, superseded or otherwise altered, including by course of dealing, except by a written instrument specifically referencing the affected provision of this Order signed by an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 of 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. **Price and Payment.** Payment shall be due thirty (30) days after invoice date. If Customer fails to timely pay its account, 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, and/or perfect its interest in the goods and/or Customer's 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. In such event, 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 the collection efforts.
4. **Taxes.** Prices do not include sales, use, excise, or other similar taxes. The amount of any present, retro-active, or future sales, use, excise, or similar tax applicable to Customer's purchase of goods or services will be added to MRC Global's invoice and paid by Customer unless Customer provides MRC Global with tax exemption certificates acceptable to the appropriate taxing authorities.
5. **Transportation and Title.** Title and risk of loss to the goods shall pass to Customer upon completion of delivery under the applicable delivery terms agreed to in the Order. If no delivery terms are agreed to in the Order, then all goods shall be delivered F.O.B. shipping point under the Uniform Commercial Code, as adopted by the State of Texas, for goods destined for final delivery in the United States or EXW (MRC Global shipping point) under Incoterms 2010 for goods destined for final delivery outside of the United States.
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.

THE EXPRESS WARRANTIES SET FORTH ABOVE ARE IN LIEU OF AND SUPERCEDE (i) ALL OTHER WARRANTIES AND REMEDIES WHETHER EXPRESS OR IMPLIED, ORAL OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE OR NON-INFRINGEMENT AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR TORT, INCLUDING, WITHOUT LIMITATION, PRODUCT LIABILITY BASED UPON STRICT LIABILITY AND NEGLIGENCE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED.

8. **Limitation of Liabilities.** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, COVER, 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. FURTHER, NOTWITHSTANDING ANY OTHER PROVISION OF THIS ORDER TO THE CONTRARY, EACH PARTY'S TOTAL AGGREGATE LIABILITY HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE GOODS GIVING RISE TO THE CLAIM. THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY SHALL APPLY EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY ESSENTIAL PURPOSE THEREOF, AND EVEN IN THE EVENT OF THE FAULT, NEGLIGENCE, OR STRICT LIABILITY OF THE PARTY WHOSE LIABILITY IS DISCLAIMED OR LIMITED.
9. **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 provided, and only if Customer was specifically and separately invoiced for such software.
10. **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.
11. **Cancellation.** Because MRC Global often places orders with its suppliers in reliance upon customers' orders, Customer may not cancel 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 shipping costs and restocking fees.
12. **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.
13. **Litigation.** This Order is made and entered into, and is to be at least partially performed in Harris County, Texas. This Order shall be interpreted, construed and enforced, and its construction and performance shall be governed by, the laws of the State of Texas without regard to its choice of law provisions. Venue of any suit or any cause of action arising out of or relating to this Order shall be MANDATORY in the courts of Harris County, Texas. The prevailing party in any legal proceeding relating to, arising out of or based on this Order may recover reasonable and necessary attorney's fees, investigation costs, expert fees and costs, and other costs incurred in connection with the legal proceeding from the non-prevailing party in addition to any other relief to which the prevailing party is entitled. The parties hereby agree and stipulate that the reasonableness and necessity of the costs and attorneys' fees shall be determined by the court and not the jury, and also agree and stipulate that the "prevailing party" means and is hereby defined as, "the party that obtains a favorable finding by the court as to liability, or breach, or as to the rights of the parties in a declaratory judgment case, or restraint of a right or act or conduct of an opposing party in a temporary restraining order or injunction case, irrespective of whether or not the party actually obtains monetary, declaratory, injunctive, equitable or nominal relief." THE PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL WITH RESPECT TO ALL CLAIMS AND CAUSES OF ACTION RELATED TO OR ARISING OUT OF THIS ORDER.