



TPE MIDSTREAM LLC, dba ZEVAC™
STANDARD TERMS AND CONDITIONS OF SALE and RENTAL

THE FOLLOWING STANDARD TERMS AND CONDITIONS CONTAIN INDEMNITY PROVISIONS. PLEASE READ CAREFULLY.

1. **Acceptance.** By requesting the Services, Goods or Rental Equipment of ZEVAC, Customer voluntarily elects to enter into and be bound by these Standard Terms and Conditions (the "Contract").
2. **Definitions.**
 - a. "ZEVAC" means TPE Midstream LLC, an Oklahoma corporation, doing business as ZEVAC.
 - b. "Customer" means the person, firm, or other entity to which equipment and/or services are supplied or provided.
 - c. "Services" means Customer requested Services provided by ZEVAC pursuant to a Purchase Agreement.
 - d. "Goods" means equipment purchased from ZEVAC pursuant to a Purchase Agreement.
 - e. "Rental Equipment" means equipment rented from ZEVAC pursuant to a Purchase Agreement.
 - f. "Purchase Agreement" means a Purchase Order, Sales Agreement, Rental Agreement, or other agreement for the provision of Services, Goods or Rental Equipment by ZEVAC to Customer.
3. **Scope.** The terms and conditions of this Contract shall apply to the provision of Services, Goods, or Rental Agreement by ZEVAC to Customer pursuant to a Purchase Agreement. The terms and conditions of this Contract shall apply and override any conflicting terms within the Purchase Agreement, except where expressly agreed otherwise.
4. **Payment Terms.** Unless expressly agreed in writing between ZEVAC and the Customer, payment shall be due in full within thirty (30) days from date of invoice without any deductions whether by way of set-off, counterclaim or otherwise. Time for payment shall be of the essence. If the Customer fails to make any payment by the agreed due date then (without prejudice to its other rights and remedies) ZEVAC may charge the Customer interest (both before and after judgement) on the amount unpaid at the maximum rate permitted by law until payment is made in full.
5. **Risk and Title.**
 - (a) Risk of loss of Goods or Rental Equipment passes to Customer upon delivery of the Goods or Rental Equipment to Customer or loading on a carrier for shipment to Customer.
 - (b) Title to Goods shall pass to the Customer upon receipt by ZEVAC of full payment for the Goods.
 - (c) Title to Rental Equipment shall remain, at all times, with ZEVAC.
6. **Taxes.** Customer shall pay any and all taxes or other levies (other than income taxes) imposed by any government, governmental unit, or similar authority with respect to the charges made or payments received in connection with ZEVAC's Services, Goods or Rental Equipment.
7. **Independent Contractor.** ZEVAC is and shall be an independent contractor with respect to the performance of the services set forth on this Contract, and neither ZEVAC nor anyone employed by ZEVAC shall be the agent, representative, employee, or servant of Customer in the performance of such services or any part hereof.
8. **Warranty.** ZEVAC warrants that the products delivered hereunder meet ZEVAC's standard specifications for the products. **ZEVAC MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY, EXCEPT AS PROVIDED HEREIN.** Customer assumes all risk and liability resulting from use of the Goods or Rental Equipment delivered hereunder, whether used singly or in combination with other products. No claim of any kind, whether or not based on negligence, shall be greater in amount than the purchase/rental price of the Services, Goods and/or Rental Equipment in respect of which damages are claimed. Failure to give notice of a claim within thirty (30) days from date of delivery, or the date fixed for delivery (in the case of non-delivery), shall constitute a waiver by Customer of all claims in respect of such Services, Goods, and/or Rental Equipment. No charge or expense incident to any claims will be allowed unless approved by an authorized representative of ZEVAC. **THE REMEDY HEREBY PROVIDED SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF CUSTOMER AND IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT CAUSED BY OR**



RESULTING FROM THE NEGLIGENCE OF SUCH PARTY. ZEVAC does not give any warranty to the Customer regarding the quality or condition of the products if the products were not manufactured by, or at the direction of, ZEVAC.

9. **Returns.** Purchased Goods shall not be returned to ZEVAC without ZEVAC's prior permission, and then only in the manner prescribed by ZEVAC.
10. **Confidentiality and Intellectual Property Rights.** ZEVAC grants no title or license or right to use to any confidential information ("Confidential Information") or intellectual property ("Intellectual Property") provided hereunder, which remains the exclusive property of ZEVAC. Customer agrees that it will not disclose nor use such Confidential Information or Intellectual Property in any manner, except as provided in this Contract, or make it available to third parties without ZEVAC's prior written consent.
 - (a) Customer shall disclose the Confidential Information only to its employees on a need-to-know basis. Customer shall maintain adequate internal procedures, including appropriate binding agreements with Customer's employees, to protect the Confidential Information in the same manner as Customer protects its own confidential proprietary information. Upon any cancellation or termination of this Contract, Customer agrees to return or destroy, at ZEVAC's direction all such Confidential Information.
 - (b) Customer agrees that it will not reverse engineer or attempt to reverse engineer ZEVAC equipment and/or products provided hereunder. Such restriction shall prohibit Customer from any form of disassembly or other form of inspection designed to examine the internal structure and/or internal processors of the equipment and/or products in a non-destructive manner. The foregoing restrictions on reverse engineering shall extend to any third parties.
 - (c) Nothing in this Contract shall impose an obligation of confidentiality on Customer with respect to Confidential Information which is: (a) rightfully in Customer's possession at the time it is received from ZEVAC, (b) hereafter furnished to others by ZEVAC without restrictions on disclosure and use, (c) hereafter furnished to Customer by a third party as a matter of right and without restriction on disclosure or use, or (d) independently developed by Customer without breach of this Contract.
 - (d) While providing Services, Goods, and/or Rental Equipment to Customer, ZEVAC may develop additional expertise, know-how and other intellectual property which are ZEVAC's exclusive property and which ZEVAC may freely utilize in providing services for its other customers. Except where expressly and specifically indicated in writing, and in exchange for appropriate payment, ZEVAC does not develop any intellectual property (including copyrights, patents, know-how, and expertise) for ownership by Customer under this Contract, and ZEVAC retains sole ownership of any such items created during the course of providing services, equipment, or products hereunder.
11. **Limitation of Liability.** ZEVAC shall have no liability to the Customer for any claims, losses, liabilities, damages, or expenses which the Customer may incur howsoever arising under this Contract or arising in connection with the goods or services provided herein, except for losses resulting directly and naturally in the ordinary course of events and caused by ZEVAC and/or liabilities which are implied by law and which by law cannot be excluded. This clause shall survive the termination of the Contract for any reason. ZEVAC shall not be liable for any delay or non-performance due to governmental regulation, labor disputes, hostile action, weather, fire, acts of God, pandemics, or any other causes beyond the reasonable control of ZEVAC. ZEVAC's liability, however arising from or in connection with this Contract, whether for breach of contract, negligence, misrepresentation, or otherwise) shall not in any circumstances exceed the full value of the consideration then owed to ZEVAC under this Contract.
12. **Incidental or Consequential Damages.** it is expressly agreed that the ZEVAC shall not be liable to the Customer for any punitive, incidental, consequential, indirect, or special damages, including, but not limited to, any loss of profits or business interruption whether the liability is based in contract, warranty, tort (including negligence and strict liability) statute or otherwise.
13. **Governing Law and Arbitration.** This Contract shall be governed by, and construed in accordance with, the laws of the state of Oklahoma, excluding any conflict of laws principle that would refer to the laws of another jurisdiction. Any dispute that cannot be settled amicably shall be resolved by arbitration, which shall be the exclusive method of formal



dispute resolution under the Contract. Such arbitration shall be held in the English language at a mutually agreeable location in accordance with the commercial arbitration rules of the American Arbitration Association. Nothing herein shall, however, prohibit a party from seeking temporary or preliminary injunctive relief in a court of competent jurisdiction. The parties expressly consent to arbitration and waive any right of appeal to any court from any arbitral award (which shall be final and binding upon the parties). The parties agree that the application of the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from the Contract.

14. Assignment. Customer shall not assign this Contract, in whole or in part, without ZEVAC's prior written consent. This Contract will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

15. Miscellaneous.

(a) This document contains all of the terms and conditions with respect to the sale and purchase of the Services, Goods, and/or Rental Equipment sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on ZEVAC unless separately contracted in writing and agreed to by a duly authorized representative of ZEVAC. No modification shall be affected by the acknowledgment or acceptance of purchase order forms stipulating different conditions.

(b) Both parties have reviewed, and have had an opportunity for comment upon, this Contract. Any rule or principle of contractual construction that would otherwise require any aspect of this Contract to be interpreted against the party primarily responsible for its drafting shall not be employed in the interpretation hereof.

(c) Unless Customer shall notify ZEVAC in writing to the contrary as soon as practicable after receipt of this document by Customer, acceptance of the terms and conditions hereof by Customer shall be indicated and, in the absence of such notification, the Customer's acceptance of the products shall be equivalent to Customer's assent to the terms and conditions hereof.

(d) Waiver of either party of any default by the other hereunder shall not be deemed a waiver by such party of any default by the other which may thereafter occur.

(e) If any term or provision of the Contract is held to be invalid, illegal, or unenforceable, such term or provision shall be deemed stricken and the Contract shall otherwise remain in full force and effect.

(f) Any provision of this Contract that, by its nature, is applicable to circumstances arising after the termination or expiration of this Contract shall survive such termination or expiration and remain in full force and effect.

Signature: _____