

## MONILEK Oilfield Enterprises

### **General Sales Terms & Conditions:**

1. Prices are valid for full order quantity with one single shipment.
2. The Company reserves the right to withdraw or amend a quotation at any time before receipt of an unqualified order from the Customer and each quotation shall be deemed withdrawn unless so accepted within the period for acceptance stated in the quotation or, if no such period is stated, 30 (thirty) days from the date of the quotation.
3. Acceptance and receipt of an unqualified order from the Customer by the Company, or acknowledgement by the Company of goods or work provided to the company, shall constitute an individually legally binding contract between the Company and the Customer incorporating the General Conditions of an order.
4. The Customer shall be responsible to the Company for ensuring the provision of, and accuracy of, any specifications or other information required for the Services within a sufficient time to enable the company to perform the Order in accordance with its terms.
5. Where a quotation has been given, the price is that stated in the Order but the Company reserves the right to increase such price to cover any of the following:
  - a. The cost of any additional special testing, or investigation, required by the Customer, or any Government, Regulatory Body or Original Equipment Manufacturer.
  - b. The cost of any amendments to the Order or variation between the Order and the original enquiry instigated by the Customer if such amendments or variations are agreed in writing by the Company.
  - c. Any increase in labor costs and/or material prices outside the control of the Company.
  - d. The prior sale of any material (whether held by the Company or an outside supplier) the prices of which were used in the preparation of the quotation.
  - e. Any expense incurred by the Company as a result of any suspension of the contract by the Customer (if such suspension is agreed in writing by the Company), or lack of or delay in any instructions, or Any change in the Customer's instructions; or any delay arising from a cause under the Customer's control; or lack of or delay in information required by the Company from the Customer.
  - f. Where a quotation has not been requested by the Customer, the price shall be that stated on the invoice.
6. Prices are subject to change due to any changes by the manufacturer.
7. Manufacturer's Terms & Conditions shall apply.
8. Selected certification can be supplied free of cost, upon request at the time of enquiry. A charge of \$100 per line item shall be applicable for requests after placement of an order.
9. The goods will be delivered in standard packing. Unless otherwise expressly stated, whether in these Conditions or otherwise, the costs of any special packing required, carriage, insurance, airport, dock or handling fees and other charges stated separately from the price are payable by the Customer at the same time, and shall be treated, as an additional part of the price.
10. In the event of cancellation of a confirmed Order the Customer will (without prejudice to any other right or remedy available to the Company) be charged for all costs incurred up to the date of receipt of the cancellation by the company.
11. All goods sold or services provided must be paid for in full by the end of the calendar month following the date of the invoice. The Company shall be entitled to invoice each part delivery as if it were a Separate order or contract and the provisions of this clause shall apply to each such invoice, unless agreed otherwise in writing by the Company (signed by the Director of the Company).
12. Time of payment is of particular essence and the Company reserves the right to charge interest on any overdue amount, from the due date until actual payment.
13. Goods Return Policy is only applicable for goods supplied within city limits. Goods delivered outside city limits will not be acceptable for return (if applicable).
14. Goods are only acceptable if returned back within 7 days of delivery date (date mentioned on the D/O).
15. Goods must be complete, in their original packaging and in a saleable condition, with no dirty or greasy marks, or transport or packing tape damage. Goods must include all instructions/paperwork originally supplied.
16. Goods delivered outside city limits for return must have all freight prepaid unless prior arrangements have been made. All unapproved freight costs will be charged to the buyer.
17. All goods returned after 7 days will be subject to a minimum 10% - 15% handling / restocking fee.
18. Goods will not be accepted for return for any of the following reasons:
  - a. Goods returned after 7 days from date of delivery (date mentioned on the D/O).
  - b. Goods returned without original invoice details.
  - c. Goods that were specially procured for you.
  - d. Goods that were purchased from our Special / Clearance Price List.
  - e. Goods that have been fitted, used, altered or damaged in any way.
  - f. Goods where plastic shrink wrap / box packaging has been opened.

19. While all care is taken to ensure the correct supply of goods, no responsibility whatsoever is accepted by us for use of incorrect parts. The onus is clearly with the buyer to ensure the parts are correct for the particular application. Any costs or damages from the use of incorrect parts are entirely the responsibility of the buyer.
20. The issue of GRN or receipt of goods into our warehouse should not be considered as being approved for return.
21. **EXPORT CONTROL REGULATIONS:** The products that are the subject of this document and related technology are subject to export and re-export restrictions under U.S. and other countries' export control regulations, including without limitation the U.S. Export Administration Regulations, regulations of the U.S. Office of Foreign Asset Control and comparable laws and regulations of other countries, which may require U.S. or other government approval for any re-export or retransfer ("Export Control Regulations"). Buyer warrants that it (a) will adhere to and comply with (i) all applicable Export Control Regulations and (ii) any applicable terms, conditions, procedures and documentation requirements made known to Buyer that may be promulgated by MONILEK Oilfield Enterprises hereunder referred as "MONILEK Oilfield Enterprises" from time-to-time to comply with the Export Control Regulations; (b) will not, directly or indirectly through a third party, ship MONILEK Oilfield Enterprises' supplied materials to Cuba, Iran, Libya, North Korea, Syria, Sudan or any other country subject to trade embargoes in violation of Export Control Laws. Buyer acknowledges that MONILEK Oilfield Enterprises will not proceed with a shipment when MONILEK Oilfield Enterprises knows that the supplied products in that shipment are destined for a sanctioned country. Buyer represents that neither Buyer nor any of its principals, officers, or directors, or any person or entity known to Buyer to be directly involved in this transaction as freight forwarder, customer, end-user, consultant, agent or otherwise is designated on any of the U.S. government restricted parties lists, including without limitation the U.S. Commerce Department Bureau of Industry and Security Denied Persons List, Entity List or Unverified List, the U.S. Treasury Department Office of Foreign Asset Controls Specially Designated National and Blocked Persons List or the U.S. State Department Directorate of Defense Trade Controls Debarred Parties List or restricted parties lists of any country having jurisdiction over Buyer or the transaction involving the products that are the subject of this document or related technology.
22. **ANTI-BOYCOTT PROVISIONS:** Buyer will not request of MONILEK Oilfield Enterprises information or documentation where the purpose of such request is to support, give effect to or comply with a boycott of any country in contravention of the laws or policies of the United States and comparable laws and regulations of other countries, including but not limited to the Arab League boycott of Israel. We hereby rejects any such request by buyer and will report receipt of any such request to the relevant U.S. government office and comparable laws and regulatory bodies of other countries, as required by law.
23. **NON-COMPLIANCE:** In the event that MONILEK Oilfield Enterprises reasonably believes that any provision of this clause has or may have been breached, Buyer shall cooperate fully with our investigation to clear the matter and we shall not be obligated to sell or provide products or technology or take any other act in furtherance of any transaction or agreement while such investigation is pending and such suspension or forbearance by us shall not constitute breach of any obligation in respect of the transaction to which this document applies or otherwise.
24. All amounts mentioned herein are in compliance of Value Added Tax (VAT) as per Federal Decree-Law No. (8) of 2017 on Value Added Tax. VAT shall be applicable additional to the prices mentioned above, where applicable.
25. **FORCE MAJEURE:**
  - a. In the event that either Party is prevented by Force Majeure from performing any of its obligations with respect to the business in discussion or any Purchase Order issued, the obligations which the Party is prevented from performing shall be suspended so long as the provisions of below conditions are met.
  - b. Force Majeure shall mean any act of God, weather or nature, or any act of government, or any other act or force where such occurrence could not reasonably have been foreseen at the time of entering into the applicable transaction and could not reasonably have been avoided or overcome by the Party asserting the benefit of this condition and shall include without limitation, hostilities, war, revolution, riots, act of terrorism, maritime border or boundary dispute, civil commotion, strike, labor disturbances, lock out or injunction, epidemic, pandemic, quarantine, accident, fire, lightning, flood, wind storm, earthquake, explosion, blockade or embargo, lack of or failure of transportation facilities or any law, proclamation, regulation or ordinance, demand or requirement of any government or any government agency or agencies having or claiming to have jurisdiction over the Goods, Services or the Parties hereto. Notwithstanding the foregoing, neither mechanical nor electronic difficulties, unless such mechanical or electrical difficulties result from a Force Majeure event, shall be considered Force Majeure.
  - c. In the event of Force Majeure, the Buyer and Seller agree that, although performance of the obligations may be suspended, all transaction Terms & Conditions shall remain in full force pending the cessation of such Force Majeure, or termination of any applicable transaction in accordance with the terms hereof or thereof.
  - d. Neither Party shall have any right to claim, and the other Party shall have no obligation to pay, additional compensation, costs, damages, or expenses incurred directly or indirectly as a result of any Force Majeure.

## Petrotech Oil Equipments Trading

### General Sales Terms & Conditions:

1. Prices are valid for full order quantity with one single shipment.
2. The Company reserves the right to withdraw or amend a quotation at any time before receipt of an unqualified order from the Customer and each quotation shall be deemed withdrawn unless so accepted within the period for acceptance stated in the quotation or, if no such period is stated, 30 (thirty) days from the date of the quotation.
3. Acceptance and receipt of an unqualified order from the Customer by the Company, or acknowledgement by the Company of goods or work provided to the company, shall constitute an individually legally binding contract between the Company and the Customer incorporating the General Conditions of an order.
4. The Customer shall be responsible to the Company for ensuring the provision of, and accuracy of, any specifications or other information required for the Services within a sufficient time to enable the company to perform the Order in accordance with its terms.
5. Where a quotation has been given, the price is that stated in the Order but the Company reserves the right to increase such price to cover any of the following:
  - a. The cost of any additional special testing, or investigation, required by the Customer, or any Government, Regulatory Body or Original Equipment Manufacturer.
  - b. The cost of any amendments to the Order or variation between the Order and the original enquiry instigated by the Customer if such amendments or variations are agreed in writing by the Company.
  - c. Any increase in labor costs and/or material prices outside the control of the Company.
  - d. The prior sale of any material (whether held by the Company or an outside supplier) the prices of which were used in the preparation of the quotation.
  - e. Any expense incurred by the Company as a result of any suspension of the contract by the Customer (if such suspension is agreed in writing by the Company), or lack of or delay in any instructions, or Any change in the Customer's instructions; or any delay arising from a cause under the Customer's control; or lack of or delay in information required by the Company from the Customer.
  - f. Where a quotation has not been requested by the Customer, the price shall be that stated on the invoice.
6. Prices are subject to change due to any changes by the manufacturer.
7. Manufacturer's Terms & Conditions shall apply.
8. Selected certification can be supplied free of cost, upon request at the time of enquiry. A charge of \$100 per line item shall be applicable for requests after placement of an order.
9. The goods will be delivered in standard packing. Unless otherwise expressly stated, whether in these Conditions or otherwise, the costs of any special packing required, carriage, insurance, airport, dock or handling fees and other charges stated separately from the price are payable by the Customer at the same time, and shall be treated, as an additional part of the price.
10. In the event of cancellation of a confirmed Order the Customer will (without prejudice to any other right or remedy available to the Company) be charged for all costs incurred up to the date of receipt of the cancellation by the company.
11. All goods sold or services provided must be paid for in full by the end of the calendar month following the date of the invoice. The Company shall be entitled to invoice each part delivery as if it were a Separate order or contract and the provisions of this clause shall apply to each such invoice, unless agreed otherwise in writing by the Company (signed by the Director of the Company).
12. Time of payment is of particular essence and the Company reserves the right to charge interest on any overdue amount, from the due date until actual payment.
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22. **ANTIBOYCOTT PROVISIONS:** Buyer will not request of Petrotech Oil Equipments Trading's information or documentation where the purpose of such request is to support, give effect to or comply with a boycott of any country in contravention of the laws or policies of the United States and comparable laws and regulations of other countries, including but not limited to the Arab League boycott of Israel. We hereby rejects any such request by buyer and will report receipt of any such request to the relevant U.S. government office and comparable laws and regulatory bodies of other countries, as required by law.
23. **NONCOMPLIANCE:** In the event that Petrotech Oil Equipments Trading's reasonably believes that any provision of this clause has or may have been breached, Buyer shall cooperate fully with our investigation to clear the matter and we shall not be obligated to sell or provide products or technology or take any other act in furtherance of any transaction or agreement while such investigation is pending and such suspension or forbearance by us shall not constitute breach of any obligation in respect of the transaction to which this document applies or otherwise.
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  - b. Force Majeure shall mean any act of God, weather or nature, or any act of government, or any other act or force where such occurrence could not reasonably have been foreseen at the time of entering into the applicable transaction and could not reasonably have been avoided or overcome by the Party asserting the benefit of this condition and shall include without limitation, hostilities, war, revolution, riots, act of terrorism, maritime border or boundary dispute, civil commotion, strike, labor disturbances, lock out or injunction, epidemic, pandemic, quarantine, accident, fire, lightning, flood, wind storm, earthquake, explosion, blockade or embargo, lack of or failure of transportation facilities or any law, proclamation, regulation or ordinance, demand or requirement of any government or any government agency or agencies having or claiming to have jurisdiction over the Goods, Services or the Parties hereto. Notwithstanding the foregoing, neither mechanical nor electronic difficulties, unless such mechanical or electrical difficulties result from a Force Majeure event, shall be considered Force Majeure.
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  - d. Neither Party shall have any right to claim, and the other Party shall have no obligation to pay, additional compensation, costs, damages, or expenses incurred directly or indirectly as a result of any Force Majeure.

## Pioneer Oilfield Enterprises

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  - b. The cost of any amendments to the Order or variation between the Order and the original enquiry instigated by the Customer if such amendments or variations are agreed in writing by the Company.
  - c. Any increase in labor costs and/or material prices outside the control of the Company.
  - d. The prior sale of any material (whether held by the Company or an outside supplier) the prices of which were used in the preparation of the quotation.
  - e. Any expense incurred by the Company as a result of any suspension of the contract by the Customer (if such suspension is agreed in writing by the Company), or lack of or delay in any instructions, or Any change in the Customer's instructions; or any delay arising from a cause under the Customer's control; or lack of or delay in information required by the Company from the Customer.
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6. Prices are subject to change due to any changes by the manufacturer.
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9. The goods will be delivered in standard packing. Unless otherwise expressly stated, whether in these Conditions or otherwise, the costs of any special packing required, carriage, insurance, airport, dock or handling fees and other charges stated separately from the price are payable by the Customer at the same time, and shall be treated, as an additional part of the price.
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23. **NON-COMPLIANCE:** In the event that Pioneer Oilfield Enterprises reasonably believes that any provision of this clause has or may have been breached, Buyer shall cooperate fully with our investigation to clear the matter and we shall not be obligated to sell or provide products or technology or take any other act in furtherance of any transaction or agreement while such investigation is pending and such suspension or forbearance by us shall not constitute breach of any obligation in respect of the transaction to which this document applies or otherwise.
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  - c. In the event of Force Majeure, the Buyer and Seller agree that, although performance of the obligations may be suspended, all transaction Terms & Conditions shall remain in full force pending the cessation of such Force Majeure, or termination of any applicable transaction in accordance with the terms hereof or thereof.
  - d. Neither Party shall have any right to claim, and the other Party shall have no obligation to pay, additional compensation, costs, damages, or expenses incurred directly or indirectly as a result of any Force Majeure.