

# General Terms & Conditions for Tubular & Equipment Sales

## Adcock Pipe & Supply, Inc., War Horse Fishing & Rental Tools, Inc., and/or Tubular & Tool Transport, LLC

September 2025 Revision 1.2

**1. Scope.** These terms and conditions will apply to all tubular and equipment sales and/or services (collectively referred to hereafter as “Goods”) not associated with any rental order, invoice, or job furnished by Adcock Pipe & Supply, Inc., War Horse Fishing & Rental Tools, Inc., and/or Tubular & Tool Transport, LLC (hereafter referred to as “Seller”) to the buyer of such Goods (hereafter referred to as “Buyer”). Buyer and Seller will collectively be referred to as the “Parties.” In addition, these terms and conditions will control in the event of a conflict between these terms and conditions and any terms and conditions contained in any purchase order, master service agreement, or any other agreement between Buyer and Seller. Printed terms on a purchase order or other documents used by Buyer shall be deemed not to constitute a counteroffer or an objection, specific or general, and such terms are hereby rejected.

**2. Acceptance and Termination of Order.** Acceptance of any order is subject to Seller’s approval of Buyer’s credit and Buyer’s acceptance of these terms and conditions. If Buyer’s credit becomes unsatisfactory to Seller at any time, Seller may, at its sole discretion, terminate an order of Buyer or require Buyer to pay in advance or at time of receipt. If Buyer terminates an order, Buyer will be responsible for the price and cost of all goods ordered (whether delivered or not) and all labor and/or services provided by Seller up until the time the order is terminated.

**3. Special Cancellable and Returnable Orders.** Notwithstanding the foregoing, prior to sale, Seller and Buyer may agree in writing that certain orders are able to be cancelled or returned. Nothing herein shall obligate Seller to offer or accept cancellable or returnable orders, and Seller may decline to do so at its sole discretion. Returnable orders may only be returned for credit with Seller, and in no event will Buyer be entitled to a refund of the purchase price for a returnable order. Cancellable and returnable orders shall cease to be cancellable or returnable after fifteen (15) calendar days from Seller’s original shipment to Buyer, calculated from the date on which the Goods leave the shipping point, regardless of when Buyer receives such Goods. In the event Buyer wishes to cancel an order and/or return Goods ordered pursuant to a returnable order, Buyer shall notify Seller in writing of such cancellation or return request. Upon Seller’s receipt of a valid, timely written cancellation notice or return request, Seller will promptly notify Buyer of the return location for the Goods, which Seller may select in its sole and absolute discretion, and which, in all cases, must be a Seller approved storage yard, and issue a return authorization number (hereafter referred to as “RAN”) to Buyer. In no event will Buyer be entitled to a refund until the subject Goods are returned to the storage yard selected by Seller and inspection of subject Goods has been completed and the Goods found to be in their original condition. No Goods shall be returned pursuant to any cancellable or returnable orders without a RAN from Seller. Buyer shall be solely responsible for all costs and expenses associated with returning cancellable and returnable Goods, including, but not limited to, inspection charges, trucking charges, loading charges, unloading charges, restocking fees, detention or waiting time charges. In no event will Seller ever be responsible for any costs and expenses associated with returning Goods. All returned Goods will be inspected at the Buyer’s expense. Buyer is responsible for a twenty percent (20%) restocking fee for returned or cancelled Goods order. Unless authorized in writing by Seller, Buyer may not deduct a credit from a payable invoice, unless a credit memo has been issued by Seller.

**4. Price and Shipment.** Unless otherwise stated in the order and agreed to by Seller in writing, prices shall be those in effect at the time of shipment, which shall be made F.O.B. shipping point, prepaid, and billed to Buyer, and payment shall be due thirty (30) days from the invoice date. All payments by Buyer to Seller shall be made in US dollars by check or wire transfer, in immediately available funds, to the address or bank account designated by Seller in the invoice.

**BUYER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER AND ITS PAST, PRESENT, AND FUTURE OFFICERS, DIRECTORS, STOCKHOLDERS, MEMBERS, MANAGERS, ATTORNEYS, AGENTS, SERVANTS, REPRESENTATIVES, EMPLOYEES, SUBSIDIARIES, PARENTS, AFFILIATES, PARTNERS AND PREDECESSORS AND SUCCESSORS IN INTEREST AND ASSIGNS FROM ALL FINES, COSTS, PENALTIES, LIABILITIES AND CLAIMS OF EVERY KIND, INCLUDING ATTORNEYS’ FEES, COSTS OF SUIT, SETTLEMENTS, JUDGMENTS, AND OTHER EXPENSES TO WHICH SELLER MAY BE SUBJECT ARISING OUT OF THE SHIPMENT OF GOODS TO BUYER.**

Buyer’s obligation to defend, indemnify and hold Seller harmless shall not in any manner be limited by any limitation on the amount or types of damages, compensation or benefits payable by Seller, its agents or subcontractors under applicable worker’s compensation acts, disability benefit acts or other employee benefit acts, and Buyer specifically waives any immunity it may have under such acts.

**5. Taxes.** Prices shown may not include sales or other taxes imposed on the sale of the goods, labor, and/or services. Taxes now or hereafter imposed upon such sales or shipments will be added to the purchase price, and Buyer will be invoiced for such taxes. Buyer agrees to reimburse Seller for such taxes or provide Seller with an acceptable tax exemption certificate.

**6. Force Majeure.** If performance by Seller is prevented or made more difficult or less profitable or desirable to Seller due to circumstances arising out of earthquakes, floods, hurricanes, named tropical storms, lightning strikes, ice storms, blizzards, icebergs, air and sea disasters, piracy, explosions, fire, epidemics, pandemics, public health emergencies, acts of God or public enemy, war, terrorism, national emergency, invasions, insurrections, riots, strikes, theft, lockouts, blockades, any laws, rules, regulations, orders, directives of, or interference by any government or government agency, failure of its suppliers to ship or deliver on time, or any other circumstance beyond Seller’s reasonable control, Seller shall be relieved of its obligations under any agreement between Seller and Buyer.

**7. LIMITED WARRANTIES. SELLER WARRANTS ITS GOODS SHALL CONFORM TO THE BUYER’S ORDER. SELLER DISCLAIMS AND MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING ANY GOODS, LABOR, AND/OR SERVICES FURNISHED BY SELLER, AND SELLER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST DEFECTS.**

Buyer shall inspect all Goods for damage or other non-conformities, including non-conformities with respect to quantity, and to the extent of any such damage or non-conformity, provide Seller with written notice of the same, reasonably describing such damage or non-conformity within fifteen (15) days of delivery of such Goods or five (5) days from Buyer’s discovery of such damages or nonconformities, whichever is earlier. Any notices of allegedly damaged Goods must be accompanied by documentation and photographs. If Seller does not actually receive this written notice within the time provided herein, any and all claims Buyer may have with respect to such damaged or nonconforming Goods are irrevocably waived.

**8. LIMITATIONS OF LIABILITY. SELLER’S LIABILITY SHALL BE LIMITED TO EITHER THE REPAIR OR REPLACEMENT OF THE NONCONFORMING GOODS, LABOR, AND/OR SERVICES FURNISHED OR A REFUND OF THE PRICE THEREOF. IN THE EVENT SOME, BUT NOT ALL, OF THE GOODS DELIVERED ARE DAMAGED OR NON-CONFORMING, BUYER SHALL REMAIN LIABLE FOR PAYMENT FOR ALL UNDAMAGED AND CONFORMING GOODS AND SHALL HAVE NO RIGHT TO REJECT THE UNDAMAGED AND CONFORMING GOODS. SELLER SHALL NOT BE LIABLE FOR AND BUYER WAIVES ALL CLAIMS FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. SELLER’S MAXIMUM CUMULATIVE LIABILITY TO BUYER FOR ANY AND ALL CLAIMS OR SERIES OF CLAIMS IN THE AGGREGATE ARISING OUT OF OR IN CONNECTION WITH ANY GOODS, LABOR, AND/OR SERVICES FURNISHED BY SELLER SHALL NOT EXCEED 100% OF THE PRICE OF SUCH GOODS, LABOR, AND/OR SERVICES. THE LIMITATIONS OF LIABILITY DESCRIBED HEREIN SHALL APPLY TO ANY AND ALL CLAIMS (WHETHER ARISING IN TORT, INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE, CONTRACT, OR OTHERWISE) EVEN IF CAUSED BY THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE OR FAULT OF THE SELLER GROUP (AS DEFINED IN SECTION 9).**

### 9. INDEMNITY AND INSURANCE

**9.1 BUYER’S PEOPLE AND PROPERTY. BUYER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER AND SELLER’S PARENT COMPANY, SUBSIDIARIES, AFFILIATES, CONTRACTORS, SUCCESSORS OR ASSIGNS, AND SUCH PARTIES’ RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS, AND EMPLOYEES (COLLECTIVELY, THE “SELLER GROUP”) AGAINST ANY AND ALL LOSS, INJURY, DEATH, DAMAGE, LIABILITY, CLAIM, DEFICIENCY, ACTION, JUDGMENT, INTEREST, AWARD, PENALTY, FINE, COST OR EXPENSE, INCLUDING REASONABLE ATTORNEY AND PROFESSIONAL FEES**

(COLLECTIVELY, "LOSSES") RELATED TO THE GOODS AND ARISING OUT OF OR RELATED TO ANY ILLNESS, BODILY INJURY OR DEATH OR ANY PROPERTY LOSS OR DAMAGE (INCLUDING PROPERTY OWNED, LEASED, HIRED OR CHARTERED) SUFFERED BY BUYER, BUYER'S PARENT COMPANY, SUBSIDIARIES, AFFILIATES, CONTRACTORS (OF ANY TIER), SUCCESSORS OR ASSIGNS, AND SUCH PARTIES' RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS, AND EMPLOYEES (COLLECTIVELY, THE "BUYER GROUP") EVEN IF CAUSED BY THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE OR FAULT OF THE SELLER GROUP.

**9.2 SELLER'S PEOPLE AND PROPERTY.** TO THE EXTENT THE INDEMNITY OBLIGATIONS CONTAINED IN THIS AGREEMENT ARE GOVERNED BY CHAPTER 127, TEXAS CIVIL PRACTICE & REMEDIES CODE, KNOWN AS THE TEXAS OILFIELD ANTI-INDEMNITY ACT, SELLER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE BUYER GROUP AGAINST ANY AND ALL LOSSES RELATED TO THE GOODS AND ARISING OUT OF OR RELATED TO ANY ILLNESS, BODILY INJURY OR DEATH OR ANY PROPERTY LOSS OR DAMAGE (INCLUDING PROPERTY OWNED, LEASED, HIRED OR CHARTERED) SUFFERED BY ANY MEMBER OF THE SELLER GROUP EVEN IF CAUSED BY THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE OR FAULT OF THE BUYER GROUP.

**9.3 INSURANCE.** TO THE EXTENT THE INDEMNITY OBLIGATIONS CONTAINED IN THIS AGREEMENT ARE GOVERNED BY CHAPTER 127, TEXAS CIVIL PRACTICE & REMEDIES CODE, KNOWN AS THE TEXAS OILFIELD ANTI-INDEMNITY ACT, THE PARTIES SHALL EACH SUPPORT THEIR RESPECTIVE MUTUAL INDEMNITY OBLIGATIONS IN SECTIONS 9.1 AND 9.2 BY FURNISHING LIABILITY INSURANCE COVERAGE OF LIKE KIND AND IN EQUAL AMOUNTS OBTAINED BY EACH PARTY FOR THE BENEFIT OF THE OTHER PARTY AND ITS GROUP, RESPECTIVELY, AS INDEMNITEES. BUYER SHALL OBTAIN COMMERCIAL GENERAL LIABILITY INSURANCE WITH A LIMIT OF NOT LESS THAN \$6,000,000 PER OCCURRENCE INCLUDING, BUT NOT LIMITED TO, COVERAGE FOR PUBLIC LIABILITY INCLUDING BODILY INJURY AND PROPERTY DAMAGE LIABILITY, PERSONAL/ADVERTISING INJURY, CONTRACTUAL LIABILITY FOR ALL LIABILITIES ASSUMED BY BUYER HEREIN (INCLUDING THE INDEMNITIES CONTAINED HEREIN), CROSS LIABILITY AND SEVERABILITY OF INTEREST, POLLUTION, PRODUCTS AND COMPLETED OPERATIONS. SELLER SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER SUCH INSURANCE POLICY.

**9.4 THIRD PARTIES.** TO THE EXTENT ALLOWED BY APPLICABLE LAW, BUYER SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SELLER GROUP AGAINST ALL LOSSES RELATED TO THE GOODS AND ARISING OUT OF OR RELATED TO ILLNESS, BODILY INJURY, DEATH, AND PROPERTY LOSS OR DAMAGE SUFFERED BY THIRD PARTIES EVEN IF CAUSED BY THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE OR FAULT OF THE SELLER GROUP.

**10. Interest and Attorney Fees.** Interest shall accrue on amounts past due at a monthly rate of 1.5% or the maximum rate permitted by law. If Buyer breaches these terms and conditions, or a legal action is otherwise required to collect money due from Buyer for goods, labor, and/or services, Buyer shall pay all reasonable costs, including without limitation, collection agency costs, attorneys' fees and court costs incurred by Seller in connection with such action.

**11. Liens.** Seller expressly reserves all lien and bond rights. Buyer agrees to provide Seller, upon request, information relevant to Seller's lien and bond claims or the perfection thereof.

**12. Assignment.** Buyer shall not assign its rights or delegate its duties hereunder, or any interest herein, without the prior written consent of Seller, which consent shall be within Seller's sole discretion. Any attempted assignment in contravention of the foregoing shall be void and of no force or effect.

**13. Waiver.** The failure of Seller to insist upon the performance of any of these terms or conditions, or to exercise any right hereunder, shall not be deemed a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right hereunder.

**14. Severability.** If any provision herein is partially or completely void or unenforceable pursuant to applicable law, then such provision shall be deemed amended to the extent necessary to make it enforceable. If such an amendment is not possible, then such provision shall be deemed deleted. If any provision is so deleted, the remaining terms and conditions will remain in full force and effect.

**15. Entire Agreement and Amendment.** These terms and conditions constitute the entire understanding between the Parties and replace any previous oral or written agreements, representations, or statements. No modification or amendment to these terms and conditions will be effective unless it is in writing and signed by an authorized representative of both Parties. Any proposed

modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent and agreement to any additional or different terms set forth herein.

**16. Disclaimer of Reliance.** Buyer acknowledges that it agrees to these terms and conditions by its own free choice and without any inducement offered in any way other than the express terms and conditions contained herein. Buyer warrants and represents that no promise, agreement, representation, inducement, or condition not set forth in these terms and conditions or on the face of the quotation or order confirmation has been made or relied upon by Buyer in agreeing to purchase Goods from Seller. Buyer is relying solely upon its own judgment in agreeing to these terms and conditions and in purchasing Goods from Seller.

**17. Law/Forum/Arbitration.** These terms and conditions and the relations between the Parties shall be governed by the procedural and substantive laws of the state of Texas, excluding its conflicts laws. The UN Convention on the International Sale of Goods ("CISG") shall not apply to any purchase order, and the parties hereby exclude the application of CISG. The parties hereto submit to the exclusive Jurisdiction of the Texas courts located in Alice, Jim Wells County, Texas.

**PARTY HERETO HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE PURCHASE ORDER OR THESE TERMS AND CONDITION.**

In connection with any litigation, or similar proceeding arising pursuant to or under the purchase order or these Terms and Conditions, the parties agree to enter into a discovery control plan under the Texas Rules of Civil Procedure meeting the requirements under this Section.

**18. BUYER ACKNOWLEDGMENT.** BUYER HAS READ ALL OF THESE TERMS AND CONDITIONS. BUYER HAS HAD THE OPPORTUNITY TO ASK ANY QUESTIONS CONCERNING THE TERMS AND CONDITIONS BEFORE AGREEING TO THEM. BUYER FURTHER STATES THAT IT HAS BEEN ADVISED BY AN ATTORNEY OF ITS CHOICE AND SELECTION OR HAS HAD THE OPPORTUNITY TO CONSULT WITH SUCH ATTORNEY REGARDING THE BENEFITS AND DETRIMENTS OF AGREEING TO THESE TERMS AND CONDITIONS. BUYER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS. BUYER HAS BEEN ADVISED TO KEEP A COPY OF THE TERMS AND CONDITIONS. ALL NOTICES REQUIRED OR PERMITTED TO BE GIVEN HEREUNDER MUST BE IN WRITING AND SHALL BE DEEMED EFFECTIVELY GIVEN WHEN RECEIVED. EMAIL SHALL CONSTITUTE A WRITING AND SHALL BE DEEMED RECEIVED WHEN THE GIVER OF NOTICE RECEIVES A DELIVERY RECEIPT CONFIRMING THE MESSAGE WAS DELIVERED TO THE RECIPIENT'S EMAIL SERVER, OR SIMILAR RECEIPT. NO REPRESENTATIONS OR STATEMENTS OF ANY KIND MADE BY ANY REPRESENTATIVE OF SELLER, WHICH ARE NOT STATED HEREIN, SHALL BE BINDING ON SELLER.

**19. Government Trade Regulations.** Notwithstanding anything to the contrary, all orders placed with Seller by Buyer are subject to immediate cancellation at Seller's sole discretion in the event of any finding or recommendation by the U.S. Department of Commerce pursuant to Section 232(B) of the Trade Expansion Act of 1962 that the country of origin of or the import of the materials to be furnished by Seller to Buyer threatens to impair U.S. national security, whether such finding or opinion is issued prior to or after Buyer's acceptance of the material. This includes any agreement or action by the U.S. Government, including but not limited to the imposition of any tariff(s) or quotas applicable to the order and any action by the U.S. Government against unfairly traded products, regardless of whether such recommendation, agreement or action is proactively or retroactively enforced. Additionally, in the event the U.S. Government makes a recommendation or takes any action referenced herein, Seller may demand specific performance of the order and Buyer shall pay Seller for any additional tariffs, taxes or fees imposed upon any materials furnished by Seller to Buyer within thirty (30) days of delivery of an invoice for such amounts to Buyer from Seller.

Buyer represents and warrants that it shall take no action directly or indirectly that would constitute a violation of the United States Foreign Corrupt Practices Act or any other applicable anti-bribery or anti-corruption law, convention, or regulation (collectively "anti-corruption laws") Buyer acknowledges and confirms that it and its related parties are familiar with anti-corruption laws. Seller reserves the right to terminate the purchase order in its entirety, without liability to Buyer, if Seller has a good faith basis for believing Buyer or any of its related parties has violated or intends to violate any anti-corruption laws.