



## GENERAL TERMS & CONDITIONS

**PETROCHEM USA, INC.**

**JANUARY 2020**

**AMENDMENTS:** Any modification of this document by the customer, and all additional or different terms included in the customer's purchase order or any other document responding to this contract, are hereby rejected. BY REQUESTING THE GOODS AND SERVICES SET FORTH HEREIN, BUYER AGREES TO ALL THE TERMS AND CONDITIONS CONTAINED ON ALL THREE (4) PAGES OF THIS DOCUMENT.

**PAYMENT TERMS:** Prices quoted are in U.S. Dollars and are based on either payment in advance or letter of credit. In the event that Customer disputes any part of an invoice, Customer shall notify PETROCHEM USA, INC. thereof specifying the reason for such a dispute and the undisputed part of the invoice shall be paid without any delay. Once the disputed items are cleared, such must be paid immediately. In the event it is necessary to effect collection of outstanding accounts, Customer agrees to pay all fees directly or indirectly incurred for such collection. Service charge of 1 1/2% per month will be charged on overdue account.

**TAXES:** Any tax assessed in the country of operations on the charges made for the sale of products shall be for the customer's account.

**INDEPENDENT CONTRACTOR:** PETROCHEM USA, INC. is and shall be an independent contractor with respect to the performance of this contract, and neither PETROCHEM USA, INC. nor anyone employed by PETROCHEM USA, INC. shall be the agent, representative, employee or servant of Customer in the performance of this contract or any part hereof.

**FORCE MAJEURE:** Any delays or failure by PETROCHEM USA, INC. in the performance of this contract shall be excused if and to the extent caused by war, fire, flood, strike, labor trouble, accident, riot, machinery breakdown, acts of God, or any contingencies beyond the reasonable control of PETROCHEM USA, INC.

**DISPOSAL:** Disposal of the chemicals used in the performance of this contract is the responsibility of Customer. Customer agrees the chemicals will be disposed of in accordance with all applicable Federal, Provincial and local laws and regulations.

**PRODUCT SALES AND RENTALS – WARRANTY:** PETROCHEM USA, INC. MAKES NO WARRANTY OF MERCHANTABILITY, OR THAT SAID PRODUCTS SHALL BE FIT FOR ANY PARTICULAR PURPOSE, NOR IS THERE ANY OTHER WARRANTY EXPRESSED OR IMPLIED EXCEPT AS EXPRESSLY STATED HEREIN. PETROCHEM USA, INC. liability and Customer's exclusive remedy for any cause of action rising out of a product sale pursuant hereto is described below.

The customer is responsible to obtain product samples from Petrochem USA, Inc. prior to purchase. The samples are to be laboratory tested using specific well data, local cement and location water in order to verify that the product/s they are ordering will meet their application/s. The laboratory results are to be emailed to Petrochem USA, Inc. which will be kept on file. In the unlikely event the customer reports that the delivered product/s do not provide similar laboratory results to the original laboratory test results, the customer is to provide the unsatisfactory laboratory results to Petrochem USA, Inc. for comparison and verification.



If the reported test results are considerably different to the original laboratory results, Petrochem will re-test the product/s using samples that Petrochem retained from the referenced order. If the re-test results are within acceptable limits of the original acceptable results the customer will be charged for the re-testing cost. However, if the results are significantly different, the customer will need to return the product/s (at the customers cost) to Petrochem USA, Inc. and at the option of Petrochem USA, Inc. either a replacement or refund will be made.

If however the client disregards the above testing procedure, Petrochem USA, Inc. will not be responsible for any non-performance of the product/s ordered and/or shipped. Petrochem USA, Inc. also does not have a return policy for any product/s, nor do we offer any exchange, credit or replacement of products and therefore all orders are final when placed.

#### SERVICE WARRANTY:

In interpreting information and making recommendations, either written or oral, as to type or amount of material or service to be furnished, or manner of performance, or in predicting results to be obtained therefrom, PETROCHEM USA, INC. will give Customer the benefit of its best judgment based on its experience in the field. Nevertheless, all such recommendations or predictions are opinions only; and, in view of the impractical nature of Petrochem USA, Inc. obtaining first-hand knowledge of the many variable conditions and/or the necessity on relying on facts and supporting services and/or data furnished by others, NO WARRANTY IS GIVEN CONCERNING THE EFFECTIVENESS OF THE MATERIALS USED, RECOMMENDATIONS GIVEN, OR THE SERVICES RENDERED.

#### NO WARRANTIES PROVIDED:

The information on this Site is provided for general information purposes only. While Petrochem USA, Inc. strives to provide timely, accurate and complete information, you may discover some inadvertent typographical, technical, factual, or other errors or omissions in the information provided. Please bring them to our attention at [info@petrochem.us](mailto:info@petrochem.us) Since such mistakes may occur, PETROCHEM MAKES NO GUARANTEES, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING THE SECURITY, TIMELINESS, RELEVANCY, SUFFICIENCY, ACCURACY, RELIABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR COMPLETENESS OF ANY DATA, INFORMATION, OR SERVICES FURNISHED TO YOU ON OR THROUGH THIS SITE, OR CONCERNING THE INFORMATION YOU PROVIDE TO US. WE ARE PROVIDING THE INFORMATION AND OTHER CONTENT CONTAINED HEREIN ON AN "AS IS, WHERE IS, AS AVAILABLE" BASIS, AND ALL WARRANTIES (EXPRESS OR IMPLIED) ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

#### LIMITATION OF LIABILITY AND INDEMNIFICATION:

CLIENT AGREES THAT PETROCHEM USA, INC. AND ITS AFFILIATES AND DIVISIONS, CUSTOMERS, PARTNERS, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, VENDORS, SUPPLIERS, LICENSORS, ASSIGNEES, SUCCESSORS, INSURERS AND AGENTS, ARE NOT LIABLE IN ANY RESPECT FOR ANY DAMAGES (INCLUDING FOR ANY SPECIAL, INDIRECT, ECONOMIC, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES) OR LOSS OF ANY NATURE WHICH MAY OCCUR AS A RESULT OF YOUR ACCESS AND USE OF OUR PRODUCTS AND /OR THIS WEB SITE.

Customer also agrees to be responsible for and to defend, indemnify and save harmless PETROCHEM USA, INC. its officers, agents and employees, from any and all claims, loss, damage or expense by reason of accident, injuries, damages or hurt to any person or property, including property of PETROCHEM USA, INC. or Customer, that may occur in connection with or related to the performance of this contract and which is caused in whole or in part by the negligent act or omission of Customer, its agents, servants or employees and whether or not caused in part by the negligent act or omission of PETROCHEM USA, INC.

In no event shall PETROCHEM USA, INC. be liable for any special, incidental, indirect, punitive, or consequential damage, including, but not limited to loss of use or loss of profit, for breach of contract, negligence (including PETROCHEM USA, INC. sole or gross negligence) or any other cause of action. All Information is presented in good faith, but no warranty is given and PETROCHEM USA, INC. assumes no liability for advice or recommendations made concerning results to be obtained from the use of any product. Freedom from patents of PETROCHEM USA, INC. or others is not to be inferred.



SHOULD THE ABOVE PROVISIONS BE HELD TO BE UNENFORCEABLE FOR ANY REASON, IN WHOLE OR IN PART, COMPANY'S AGGREGATE LIABILITY TO THE CUSTOMER FOR ANY REASON CONNECTED TO YOUR USE OF OUR WEB SITE OR PRODUCTS WILL IN NO EVENT EXCEED THE SUM OF \$100.00. ALL OTHER TERMS AND CONDITIONS HEREIN WILL REMAIN IN EFFECT IN THE EVENT ANY PROVISION SHOULD BE FOUND UNENFORCEABLE.

PETROCHEM USA, INC. shall not be deemed to be in default with respect to non-performance of its obligations hereunder, if and so long as such non-performance is due, in whole or in part, to any cause beyond its reasonable control. The performance of such obligations shall begin or be resumed within a reasonable time after such cause is removed. This contract is neither transferable nor assignable by Customer, but shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

#### CUSTOMER'S RESPONSIBILITY & INDEMNITIES:

The parties agree that Customer has complete custody and control of the well, the conditions created in the well, the drilling equipment, well premises and access routes from highways to well locations. Customer will have the well in readiness for the service and, following service, will return the well to production. Customer shall be fully responsible for and defend, indemnify and save harmless PETROCHEM USA, INC. its officers, agents and employees against:

(I) Liability to damage to property of customer (and well owner if different from Customer), this provision applying but not limited to subsurface damage and surface damage arising from subsurface damage including any liability based in whole or in part of the negligence of PETROCHEM USA, INC.

(II) Liability for reservoir loss or damage, or any property damage (including but not limited to damages caused by pollution or Contamination), or personal injuries resulting directly or indirectly from subsurface pressure, well blowout or cratering, or losing control of the well including any liability based in whole or in part on the negligence of PETROCHEM USA, INC.

(III) Liability for any damages whatever resulting directly or indirectly from a subsurface trespass, pollution or contamination arising out of any servicing operation performed by PETROCHEM USA, INC. for Customer including any liability based in whole or in part on the negligence of PETROCHEM USA, INC.

(IV) Liability for injury to persons (including death) or damage to property, other than employees and property of PETROCHEM USA, INC. growing out of or in any way, connected with the use of materials in the well which are radioactive, poison, toxic or otherwise hazardous including any liability based in whole or in part on the negligence of PETROCHEM USA, INC.

(V) Liability for injury to persons (including death) or damage to property growing out of or in any way connected to the use of various equipment provided by PETROCHEM USA, INC. for the sole convenience of and use of the Buyer including any Liability based in whole or in part on the negligence of PETROCHEM USA, INC.

(VI) Liability for damage to property of Customer (and well owner if different from customer) resulting, directly or indirectly, from tools or instruments of PETROCHEM USA, INC. being lost in the well, including any liability based in whole or in part on the negligence of PETROCHEM USA, INC.

#### SITE SECURITY:

So that this Site remains to the extent possible open and available to all users, we have mechanisms in place to identify unauthorized attempts to gain access to Secured Sites, upload or change information or any image, inject any harmful elements, or otherwise cause damage. Regardless, even though we strive to keep these mechanisms up to date, due to the technical uncertainties, we are unable to make any representation or warranty that the content, information, or links in this Site are secure and free of data-processing errors, technical glitches, operational problems, interruptions, errors, bugs, worms, viruses, unauthorized third party access, or any other harmful elements. YOU REMAIN SOLELY RESPONSIBLE FOR THE SECURITY AND PROTECTION OF YOUR SYSTEMS WHEN USING THIS SITE. Unauthorized attempts to upload, insert, or change any information or image on this Site or cause harm are strictly prohibited and may be punishable to the full extent of the law, including the Computer Fraud and Abuse Act and the National Information Infrastructure Protection Act.



#### ACCESS OUTSIDE UNITED STATES:

If you are accessing this Site from outside the United States, you are doing so at your own risk, and you remain fully responsible and liable for familiarity and compliance with these Terms as well as with the laws, regulations, directives, codes, and rules of the United States, including its export compliance laws and regulations, as well those of the jurisdiction from which you are accessing the Site, and any other applicable jurisdiction which may be involved in the access, transmission, routing, receipt, disclosure, storage or use of information on this Site, or any commercial transactions conducted on or through this Site.

#### SEVERABILITY:

If any provision of these Terms and Conditions shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions.

#### APPLICABLE LAW AND DISPUTE RESOLUTION:

You agree that these Terms will be interpreted under the laws of the State of Miami Florida, USA regardless of any conflicts of laws rules, and regardless of the laws of any other jurisdiction which may be asserted. Any dispute or claim which you may have ("Claim") arising from your access or use of the Site shall be first submitted in writing to PETROCHEM USA, INC. within one month (30 days) from the occurrence of the event upon which such Claim is alleged to be based, or such Claim shall be deemed waived. Any Claim which has been properly submitted to PETROCHEM USA, INC. which has not been resolved within a reasonable period time not to exceed six (6) months may be submitted to binding arbitration as an exclusive alternative to litigation. YOU EXPRESSLY WAIVE ANY RIGHT TO BRING ANY LITIGATION IN ANY JURISDICTION AGAINST PETROCHEM USA, INC. BASED ON YOUR ACCESS OR USE OF THIS SITE OR UNDER THESE TERMS. Any arbitration will be administered by the American Arbitration Association in Miami Florida, in accordance with its applicable commercial rules and procedures. Any arbitral award will specifically exclude any special, indirect, incidental, exemplary, punitive, or consequential damages.

This contract sets out the entire understanding between Customer and PETROCHEM USA, INC. and there are no terms, conditions, representation, or warranties, expressed or implied, statutory or otherwise, except as specifically set forth in this contract, or such modifications that are made in writing and signed by the President of PETROCHEM USA, INC. and Customer. PETROCHEM USA, INC. The term "PETROCHEM USA, INC." as used herein, shall be construed to mean PETROCHEM USA, INC.

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