



NATIONAL OILWELL VARCO

TDS-4S Top Drive

Noble Drilling

Data Book

Serial No.:	TDS4SB27E120
Purchase Order No.:	4700350252
Document No.:	515023
Date:	December 29, 2014
Rev.:	00

National Oilwell Varco
5212 W. Hwy 90, New Iberia, LA, 70560. Phone: 337.374-1400

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PREFACE

This Data Book documents the fulfillment of NOV New Iberia's contract with you, the customer, for repair work. The organization of the Data Book flows from that purpose.

Tab 1 documents the terms of the contract. An invoice may not be supplied if customer feedback indicates a preference to receive any Data Books as soon as possible, rather than waiting until invoicing is complete.

Tab 2 documents that NOV New Iberia has received and inspected the equipment specified in the contract. Photographic records may be provided when available to clarify exactly what equipment was received for repair. Where an NDT was performed, the inspectors' qualifications will be provided.

Tab 3 documents that NOV New Iberia performed the contracted work. When needed, heat treatment records will document conformance with NOV material specifications. Welder's qualifications are provided where welding was performed on pressure containing equipment.

Tab 4 documents that NOV New Iberia has tested the repaired equipment and found that it conforms to the performance standards specified in the contract. Unless the contract specifically states otherwise, performance standards will be determined by NOV.

Please call any of the contacts listed below with questions or feedback regarding this Data Book.

Quality Manager:

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Noble Drilling

TDS-4S Top Drive

Data Book

Contract Documentation

Repair Quote
Scope of Work
Customer Purchase Order
Sales Quote / Parts List
Invoice

National Oilwell Varco

5212 West Hwy 90
New Iberia, LA 70560
Phone: 337-374-1424

National Oilwell Varco**Rev. 1**

To:	Noble Drilling	Date:	28-Oct-2014
		Customer Ref.:	RMA002369/MT073-5849
		Quote No.:	DR515023-JH Rev1
Attention:	Kara Dorris	NOV Job No.:	DR515023
		Rig Name:	Amos Runner
From:	Jason Hebert	Destination:	
		Quote Currency:	US Dollars

Repair Quotation, TDS 4S Transmission SN TDS4SB27E120

Section 1	Labor	<u>\$54,000.00</u>
Section 2	Miscellaneous Item (Outside Services)	<u>\$62,500.00</u>
Section 3	Parts	<u>\$278,858.53</u>
Section 4	Optional upgrades	<u>\$14,653.15</u>
Section 5	Testing / F.A.T.	<u>\$18,000.00</u>
Section 6	Data Books and Servcie Manuals	<u>\$2,500.00</u>
	Subtotal	<u>\$430,511.68</u>
	Taxes	<u>\$ -</u>
	Total	\$ 430,511.68

National Oilwell Varco

New Iberia, LA. 70560

National Oilwell Varco

Date:	28-Oct-14
Quote No.:	DR515023-JH Rev1
Nov Job No.:	DR515023

REPAIR QUOTE, TDS 4S SN TDS4SB27E120

This quotation covers our product repairs to our standard specifications. Non-standard product requirements, third-party specification and/or regulatory agency requirements, which are not incorporated within our standard specification, if required, may result in increased costs.

Quotation Notes:

Quote validity is 30 days from date of this quotation.

Payment Terms: Net 30 Days from invoice date.

This quotation is based on National Oilwell Varco Standard Terms and Conditions of Sale enclosed.

General Note(s):

This quote covers the repair of a TDS4S to NOV specifications

We appreciate this opportunity to be of service to your company and hope this quotation meets with your approval and acceptance. If you require additional information please do not hesitate to contact the undersigned.

Submitted Respectfully,

Jason Hebert

Jason Hebert

Single Point Contact for this Quotation:

Jason Hebert

Phone: 337-374-1411

Scope of Work

National Oilwell Varco

Rev. 1

Item Qty	Description	Unit Price	Total Price
1 Lot	Labor Hours. To disassemble, QC, Repair, modify and reassemble TDS 4S using listed materials. As modification and repair/rebuild costs can vary depending on the condition of the original equipment itself, actual charges will be based on actual shop hours accumulated and current shop rates at National Oilwell Varco Service Center doing work. Unit will be assembled using secondary retention methods. Total Workshop Labor Charges for TDS 4S .		\$54,000.00
2 Lot	Miscellaneous Item. (Outside Services) Includes cleaning, blasting, MPI inspections, prime, paint to NOV spec, machine shop and welding. <i>Includes repairing the following items:</i> Skim cut pneumatic manifold All new hydraulic hoses and fittings Alignment Cylinder Lug on Lower Gear case (Pin Bore Worn) Repair 3 threaded holes on bearing housing Bore and sleeve bail pin bores on bearing housing (worn) Repair worn ends low compounding gear shaft(worn) Repair worn ends on high compound gear shaft(worn)		\$62,500.00
3 Lot	Documentation (Data Books)		\$2,500.00
Lot	Fat Test: (Rotation and Function Test (No Torque)		\$18,000.00
4	Summary Labor Charges. Miscellaneous Item Charges. (Outside Services) Fat Test Data Books Parts Charges Optional upgrades		\$54,000.00 \$62,500.00 \$18,000.00 \$2,500.00 \$278,858.53 \$14,653.15
Total Repair cost		US\$	<u>\$430,511.68</u>

Findings & Recommended Parts

National Oilwell Varco

Rev 1

Item		Total Price
1	Total cost of parts to refurbish TDS 4S Transmission Findings: <ul style="list-style-type: none"> a) All bearings b) Bull gear wear sleeve (Worn) c) Pinion plate d) All wear sleeves and bushings e) All seals, o-rings, gaskets, washers and bolts f) Pinion Wear Sleeve g) Mainshaft(damaged connection) h) Gooseneck 7500 psi (sealing surface pitted) i) 2 Bail pins(had to be welded on to remove from housing) j) air brake(pads worn past indicator) k) Brake drum(cracked) l) Will be rebuilt with all new fasteners and hardware m) Pinion plate(corroded and bent) n) Upper stem liner o) Gear changer shaft(worn) p) Torque limiter housing(damaged) 	\$187,373.34
2	Total cost of electrical components Findings: <ul style="list-style-type: none"> a) Ibop Switch (corroded) b) Oil Pressure Switch (Contacts Stuck) c) Diff. Pressure switch (Contacts Stuck) d) 2 Temperature Switches e) differential pressure switch f) Terminal Strips inside of AC J-Box (Corroded) g) 6- Solenoid Coils (Low Readings on coils) h) All Glands and cables (Over 50% Damaged, will replace with new style glands)_ i) 2 flow switches j) 2 Flow meters k) Oil pump motor assy(high amps) l) Relays and barriers in indicator box m) All J-boxes will be rebuilt with new terminal blocks n) All proximity sensors will be changed 	\$36,365.47
3	Total cost of cooling system parts Findings <ul style="list-style-type: none"> a) Spark arrestor screens b) Will be rebuilt with all new gaskets c) Will be rebuilt with all new fasteners d) Heat Exchanger e) Impeller f) Blower motor(high amps) 	\$10,486.37

Findings & Recommended Parts

4	Findings	Total cost of rotating head parts		\$44,633.35
		a) Swivel flange(cracked)		
		b) Will be rebuilt with new bearings		
		c) Will be rebuilt with all new glyd rings		
		d) Will be rebuilt with all new fittings		
		e) Hydraulic motor(not cost effective to repair)		
		Optional Upgrades		
		Secondary retention upgrade for gooseneck	\$1,197.65	
		Upper bearing air inpro seal kit	\$13,455.50	
		Total cost of parts to rebuild TDS4S		\$278,858.53
		Total cost of optinal upgrades		\$14,653.15
		Total cost with optional upgrades		\$293,511.68

1. ACCEPTANCE

Orders or other requests, whether oral or written, for machinery or equipment ("Equipment"), or the supply or sale of spare or replacement parts ("Parts") or for services ("Services") to be provided by **National Oilwell Varco, L.P.**, on behalf of itself and its divisions and subsidiaries ("Seller") to its customers (each a "Buyer") are subject to Seller written acceptance by an authorized representative of Seller and any orders so accepted will be governed by (i) the terms and conditions stated in these Terms and Conditions for provision of Equipment, Parts or Services ("Terms and Conditions"), (ii) the written proposal submitted by Seller to Buyer ("Proposal"), if any, (iii) the written order acknowledgment issued by Seller to Buyer ("Acknowledgment"), if any (iv) any change orders identified as such and agreed to in writing by Seller (the Order, Terms and Conditions, Proposal, Acknowledgment, and any such change order, and any such additional terms as agreed to in writing by an authorized representative of Seller collectively referred to herein as "Agreement." Buyer's submission of a purchase order (or other similar document) shall be deemed to be an express acceptance of these Terms and Conditions notwithstanding language in Buyer's purchase order (or other similar document) inconsistent herewith, and any inconsistent language in Buyer's purchase order (or other similar document) is hereby rejected. Buyer's purchase order (or other similar document) is incorporated in this Agreement, only to the extent of specifying the nature and description of the Equipment, Parts or Services and then only to the extent consistent with the Proposal or Acknowledgment. In the event of any conflict between a Proposal and an Acknowledgment, the Acknowledgment shall prevail.

2. PRICES

Prices of Equipment, Parts or Services shall be as stated in the Proposal or Acknowledgment, or if there is no Proposal or Acknowledgment, as otherwise agreed to in writing by Seller. All price quotations are Ex-works (INCOTERMS 2000) Seller's premises or as agreed per quote and are subject to change without notice. All sales, use, import, excise and like taxes, whether foreign or domestic, shall be charged to and borne by Buyer. Seller bears no responsibility for any consular fees for legalizing invoices, certificates of origin, stamping bills of lading, or other charges required by the laws of any country of destination, or any fines imposed due to incorrect declarations. Charges will be added for factory preparation and packaging for shipment. Minimum freight and invoice charges apply, as in effect at the time of order. If by reason of any act of government, the cost to Seller of performing its obligations hereunder is increased, such increase shall be added to the quoted price.

3. PAYMENT TERMS

Unless alternate payment terms are specified or approved by Seller's credit department, all charges, including applicable packing and transportation costs, billed by Seller are payable within Net 30 days of the date of invoice. Seller reserves the right to modify or withdraw credit terms at any time without notice. Unless otherwise specified all payments are due in the currency specified in Seller's Proposal, Acknowledgment and/or invoice. Interest shall be due from Buyer to Seller on over due accounts at the maximum rate allowed by law. When partial shipments are made, the goods will be invoiced as shipped and each month's invoices will be treated as a separate account and be payable accordingly. Payment for goods is due whether or not technical documentation and/or any third party certifications are complete at the time of shipment. Seller shall be entitled to recover all reasonable attorney's fees and other costs incurred in the collection of overdue accounts. Seller reserves the right where genuine doubts arise as to Buyer's financial position or if Buyer is in default of any payment, to suspend delivery or performance of any order or any part thereof without liability or without prejudice to and without limitation of any other remedy until Buyer cures the default and payment or satisfactory security for payment has been provided. Seller shall have the option to extend the delivery date by a time at least equal to the period of suspension.

4. DELIVERY

Unless otherwise specified on the face hereof, all US and international sales shall be Exworks Seller's premises (INCOTERMS 2000), as modified by these Terms and Conditions. Where goods are to be supplied from stock, such supply is subject to availability of stocks at the date of delivery. Partial shipments may be made as agreed by Buyer and Seller. Stated delivery dates are approximate only and cannot be guaranteed. Seller shall have no liability for damages arising out of the failure to keep a projected delivery date, irrespective of the length of the delay. In the event Buyer is unable to accept delivery of goods when tendered, Seller may, at its option, arrange storage of the goods and Buyer shall be liable to Seller for the reasonable cost of such storage. This provision is without prejudice to any other rights, which Seller may have with respect to Buyer's failure to take delivery of goods, which includes the right to invoice Buyer for the goods. Buyer agrees that title to the goods will transfer to Buyer upon invoicing notwithstanding Buyer's inability to accept delivery and that Buyer assumes all risk of loss or damage to the goods from the date title passes to Buyer.

5. FORCE MAJEURE

If either party is unable by reason of Force Majeure to carry out any of its obligations under this Agreement, other than obligations to pay money, then on such party giving notice and particulars in writing to the other party within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include acts of God, laws and regulations, government action, war, civil disturbances, strikes and labor problems, delays of vendors, carriers, lightning, fire, flood, washout, storm, breakage or accident to equipment or machinery, shortage of raw materials, and any other causes that are not reasonably within the control of the party so affected. Seller shall be paid its applicable standby rate, if any, during any such Force Majeure event.

6. CANCELLATION

Orders placed by Buyer and accepted by Seller may be canceled only with the consent of Seller and will subject Buyer to cancellation charges. All of Seller's documents, drawings and like information shall be returned to Seller upon Buyer's request for cancellation. No orders may be canceled subsequent to shipment. As estimated actual damages, Buyer agrees to pay Seller the greater of Seller's actual costs incurred prior to cancellation plus a reasonable profit, or the following minimum cancellation charges:

- a) 20% of order value if canceled 30 or more days prior to the original shipment date;
- b) 50% of the order value if canceled thereafter; or

c) 100% of the value of any non-standard items, which are items not built for stock or built to customer specifications.

Buyer shall verify the amount of the cancellation charges prior to canceling an order.

7. TITLE AND RISK OF LOSS

Ownership and risk of loss pass to Buyer upon the earlier of (i) Seller's delivery of the goods to the carrier, or (ii) invoicing by Seller for the goods where Buyer is unable to accept delivery on the scheduled date. Seller retains a security interest in the goods until the purchase price has been paid, and Buyer agrees to perform upon request all acts required to secure Seller's interest. Seller accepts no responsibility for any damage, shortage or loss in transit. Seller will attempt to pack or prepare all shipments so that they will not break, rust or deteriorate in shipment, but does not guarantee against such damage. Claims for any damage, shortage or loss in transit must be made by Buyer on the carrier.

8. LIMITED WARRANTY

New Equipment/Parts. In the case of the purchase of new Equipment/Parts and solely for the benefit of the original user, Seller warrants, for a period of 18 months from shipment or 12 months from installation, whichever is earlier, that Equipment of its own manufacture shall conform to the material and technical specifications set forth in the relevant scope of work document or purchase order as agreed to in writing by Seller and Buyer. If the Equipment fails to conform with such specifications upon inspection by Seller, Seller at its option and as Buyer's sole remedy, will either repair or replace such defective Equipment with the type originally furnished.

Remanufactured to "As New" Equipment. Seller warrants to Buyer, that for a period of twelve months from the date of shipment to Buyer or installation of part(s), whichever is earliest, that reconditioned to "as new" machinery or equipment will be free from defects in material and workmanship.

Overhauled Equipment. Seller warrants that for a period of four (4) months from the date of shipment or three (3) months from installation, whichever is earliest, that overhauled equipment will be free from defects in workmanship. This warranty expressly assumes that parts normally considered consumables (including, but not limited to rubber goods, seals (rubber, polymer and/or metallic) and/or bearings, are replaced during overhaul. If Buyer requests that such parts not be replaced, Seller hereby disclaims any warranty for said Equipment or Parts.

Service. Seller warrants that the Services to be provided pursuant to this Agreement shall conform to the material aspects of the specifications set forth in the relevant scope of work document as agreed to in writing by Seller and Buyer. Seller shall re-perform that part of the non-conforming Services, provided Seller is notified by Buyer prior to Seller's departure from the worksite.

Seller's warranty obligations hereunder shall not apply if the non-conformity was caused by a) Buyer's failure to properly store or maintain the Equipment or Parts; b) unauthorized modifications, repair or service of the Equipment or Parts by Buyer; c) utilization of replacement parts not manufactured by Seller; or d) use or handling of the Equipment or Parts by Buyer in a manner inconsistent with Seller's recommendations. Further Seller's warranty obligations under this Article 8 shall terminate if a) Buyer fails to perform its obligations under this or any other Agreement between the parties, or b) if Buyer fails to pay any charges due Seller. Any third party warranties provided on Equipment or Parts not manufactured by Seller are assigned to Buyer, without recourse, at the time of delivery, provided such warranties are assignable.

THIS ARTICLE 8 SETS FORTH BUYER'S SOLE REMEDY AND SELLER'S ONLY OBLIGATION WITH REGARD TO NON-CONFORMING EQUIPMENT, PARTS OR SERVICES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED PURSUANT TO THE PROVISIONS OF THIS ARTICLE 8, SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AND SELLER DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. CHANGES

Seller expressly reserves the right to change, discontinue or modify the design and manufacture of its products without obligation to furnish, retrofit or install goods previously or subsequently sold.

10. RETURN OF MAKE TO STOCK GOODS

Upon Seller's written approval, unused incorrectly shipped or "Made to Stock" goods ordered incorrectly, in new condition and of current manufacture and catalog specifications may be returned by Buyer for credit (subject to a restocking fee), provided written request is received within one year after the purchase date. Non-standard goods are not returnable for credit. Requests for return of goods must show original purchase order number, invoice number, description of material, and date of purchase. Return of goods does not relieve Buyer of the obligation to make payment against Seller's invoice, and any credit or refund allowed will be issued following Seller's receipt of the goods. The credit allowed on returned goods, if any, is a merchandise credit and is applicable only against future purchases of Seller goods. The credit given will be solely in Seller's discretion and may be based on the original or a subsequently adjusted price; a charge will be made to clean-up, refinish and restock. No rubber or electronic products or components may be returned for credit after six months from date of shipment.

11. LIABILITIES, RELEASES AND INDEMNIFICATION

For purpose of this Article 11, the following definitions shall apply:

- (i) "Seller Group" shall mean (i) Seller, its parent, subsidiary or related companies, (ii) its and their working interest owners, co-lessees, co-owners, partners, joint venturers, if any, and their respective parents, subsidiary or related companies and (iii) the officers, directors, employees, consultants, agents and invitees of all of the foregoing.
- (2) "Buyer Group" shall mean (i) Buyer, its parent, subsidiary or related companies, (ii) its and their working interest owners, co-lessees, co-owners, partners, joint venturers, if any, and their respective parents, subsidiary or related companies and (iii) the officers, directors, employees, consultants, agents and invitees of all of the foregoing.
- (3) "Claims" shall mean all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including, without limitation, attorneys' fees and costs of litigation) of any kind or character arising out

of, or related to, the performance of or subject matter of this Agreement (including, without limitation, property loss or damage, personal or bodily injury, sickness, disease or death, loss of services and/or wages, or loss of consortium or society).

a. Seller shall release, indemnify, defend and hold Buyer Group harmless from and against any and all Claims in respect of personal or bodily injury to, sickness, disease or death of any member of Seller Group or Seller Group's subcontractors or their employees, agents or invitees, and all Claims in respect of damage to or loss or destruction of property owned, leased, rented or hired by any member of Seller Group or Seller Group's subcontractors or their employees, agents or invitees.

b. Buyer shall release, indemnify, defend and hold Seller Group harmless from and against any and all Claims in respect of personal or bodily injury to, sickness, disease or death of any member of Buyer Group or Buyer Group's other contractors or their employees, agents or invitees, and all Claims in respect of damage to or loss or destruction of property owned, leased, rented or hired by any member of Buyer Group or Buyer Group's other contractors or their employees, agents or invitees.

c. In the event this Agreement is subject to the indemnity limitations in Chapter 127 of the Texas Civil Practices and Remedies Code (or any successor statute), and so long as such limitations are in force, each party covenants and agrees to support the mutual indemnity obligations contained in Paragraphs a and b above, by carrying equal amounts of insurance (or qualified self insurance) in an amount not less than U.S. \$1,000,000.00.

d. Notwithstanding anything contained in this Agreement to the contrary, in all instances where Seller is providing Services at a wellsite, Buyer, to the maximum extent permitted under applicable law, shall release, indemnify, defend and hold Seller Group and Seller Group subcontractors harmless from and against any and all Claims asserted by or in favor of any person or party, including Seller Group, Buyer Group or any other person or party, resulting from: (i) loss of or damage to any well or hole (including but not limited to the costs of re-drill), (ii) blowout, fire, explosion, cratering or any uncontrolled well condition (including but not limited to the costs to control a wild well and the removal of debris), (iii) damage to any reservoir, geological formation or underground strata or the loss of oil, water or gas therefrom, (iv) pollution or contamination of any kind (other than surface spillage of fuels, lubricants, rig sewage or garbage, to the extent attributable to the negligence of Seller Group, including but not limited to the cost of control, removal and clean-up, or (v) damage to, or escape of any substance from, any pipeline, vessel or storage facility.

e. Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other and each party releases the other for any indirect, special, punitive, exemplary or consequential damages or losses (whether foreseeable at the date of this Agreement, including without limitation, damages for lost production, lost revenue, lost product, lost profit, lost business or business opportunities).

f. Notwithstanding anything contained in this Agreement to the contrary, Seller's total liability for all claims, damages, causes of action, demands, judgments, fines, penalties, awards, losses, costs and expenses (including attorney's fees and cost of litigation) shall be limited to and shall not exceed the value of the Products or Services purchased.

g. THE EXCLUSIONS OF LIABILITY, RELEASES AND INDEMNITIES

SET FORTH IN PARAGRAPHS A. THROUGH F. OF THIS ARTICLE 11 SHALL APPLY TO ANY CLAIM(S), LOSSES OR DAMAGES WITHOUT REGARD TO THE CAUSE(S) THEREOF, INCLUDING BUT NOT LIMITED TO PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF PRODUCTS OR EQUIPMENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OR OTHER LEGAL FAULT OR RESPONSIBILITY OF ANY PERSON (INCLUDING THE INDEMNIFIED OR RELEASED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE.

h. Redress under the indemnity provisions set forth in this Article 11 shall be the exclusive remedy(ies) available to the parties hereto for the matters, claims, damages and losses covered by such provisions.

12.. INSURANCE

Upon written request, each party shall furnish to the other party certificates of insurance evidencing the fact that the adequate insurance to support each party's obligations hereunder has been secured. To the extent of each party's release and indemnity obligations expressly assumed by each party hereunder, each party agrees that all such insurance policies shall a) be primary to the other party's insurance; b) include the other party, its parent, subsidiary and affiliated or related companies, and its and their respective officers, directors, employees, consultants and agents as additional insured; and c) be endorsed to waive subrogation against the other party, its parent subsidiary and affiliated or related companies, and its and their respective officers, directors, employees, consultants and agents.

13. **GOVERNING LAW.** A. Except for Equipment, Parts or Services provided, or to be provided, by Seller in North or South America (the "America's"), this Agreement shall be governed by and interpreted in accordance with English law, excluding conflicts and choice of law principles.

B. For Equipment, Parts or Services provided, or to be provided, by Seller in the America's, this Agreement shall be governed by and interpreted in accordance with the substantive laws of Texas, excluding conflicts and choice of law principles.

Seller retains the right to arbitrate and any all disputes that may arise in connection with the sale of its Equipment, Product or Services.

14. OWNERSHIP AND PATENT INDEMNITY.

All software used in connection with the Equipment, Parts or Services, either purchased or rented from Seller, is copyrighted and owned by Seller and licensed to Buyer. Seller warrants that the use or sale of Equipment or Parts hereunder will not infringe patents of others by reason of the use or sale of such Equipment or Parts per se, and hereby agrees to hold Buyer harmless against judgment for damages for infringement of any such patent,

provided that Buyer shall promptly notify Seller in writing upon receipt of any claim for infringement, or upon the filing of any such suit for infringement, whichever first occurs, and shall afford Seller full opportunity, at Seller's option and expense, to answer such claim or threat of suit, assume the control of the defense of such suit, and settle or compromise same in any way Seller sees fit. Seller does not warrant that such Equipment or Parts: (a) will not infringe any such patent when not of Seller's manufacture, or specially made, in whole or in part, to the Buyer's design specifications; or (b) if used or sold in combination with other materials or apparatus or used in the practice of processes, will not, as a result of such combination or use, infringe any such patent, and Seller shall not be liable and does not indemnify Buyer for damages or losses of any nature whatsoever resulting from actual or alleged patent infringement arising pursuant to (a) and (b) above.

THIS PARAGRAPH STATES THE ENTIRE RESPONSIBILITY OF SELLER CONCERNING PATENT INFRINGEMENT.

15. REGULATORY COMPLIANCE

By acceptance of delivery of this order, Buyer warrants it has complied with all applicable governmental, statutory and regulatory requirements and will furnish Seller with such documents as may be required. Seller warrants and certifies that in the performance of this contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment, applicable price ceilings if any, and that the articles delivered hereunder shall be produced in compliance with the Fair Labor Standards Act and the Equal Employment Opportunity provisions of pertinent Executive Orders and the regulations adopted thereunder. Seller will not provide any certification or other documentation nor agree to any contract provision or otherwise act in any manner which may cause Seller to be in violation of United States law, including but not limited to the Export Administration Act of 1979 and regulations issued pursuant thereto. All orders shall be conditional upon granting of Export Licenses or Import Permits which may be required. Buyer shall obtain at its own risk any required Export License and Import Permits and Buyer shall remain liable to accept and pay for material if licenses are not granted or are revoked.

16. CONFIDENTIAL INFORMATION

Each party recognizes and acknowledges that it shall maintain all data, information, disclosures, documents, drawings, specifications, patterns, calculations, technical information and other documents (collectively, "Confidential Information") obtained from the other party in strict confidence subject only to disclosure required by law or legal process. In the event that Seller owns copyrights to patents to, or has filed patent applications on, any technology related to the Equipment, Services or Parts furnished by Seller hereunder, and if Seller makes any improvements on such technology, then such improvements shall not fall within the confidentiality obligations included herein, and Seller shall own all such improvements, including drawings, specifications, patterns, calculations, technical information and other documents. However, nothing hereinabove contained shall deprive the Receiving Party of the right to use or disclose any information: a) which is, at the time of disclosure, known to the trade or public; or b) which becomes at a later date known to the trade or the public through no fault of the Confidential Information; and then only after said later date; or c) which is possessed by the Receiving Party, as evidenced by the Receiving Party's written records, before receipt thereof from the Disclosing Party; or d) which is disclosed to the Receiving Party in good faith by a third party who has an independent right to such information; e) which is developed by the Receiving Party as evidenced by documentation, independently of the Confidential Information, or (f) which is required to be disclosed by the Receiving Party pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided that the Receiving Party uses its best efforts to provide timely notice to the Disclosing party of such order to permit the Disclosing Party an opportunity to contest such order.

17. INDEPENDENT CONTRACTOR

It is expressly understood that Seller is an independent contractor, and that neither Seller nor its principle, partners, employees or subcontractors are servants, agents or employees of Buyer. In all cases where Seller's employees (defined to include Seller's and its subcontractors, direct, borrowed, special, or statutory employees) are covered by the Louisiana Worker's Compensation Act. La. R.S. 23:102 *et seq.*, Seller and Buyer agreed that all Products and Services provided by Seller and Seller's employees pursuant to this Agreement are an integral part of and are essential to the ability of Seller to generate Seller's goods, products, and services for the purpose of La. R.S. 23:106(A) (1). Furthermore, Seller and Buyer agree that Buyer is the statutory employer of all of Seller's employees for the purpose of La. R.S. 23:1061(A) (3).

18. GENERAL

Failure of Buyer or Seller to enforce any of the terms and conditions of this Agreement shall not prevent a subsequent enforcement of such terms and conditions or be deemed a waiver of any subsequent breach. Should any provisions of this Agreement, or portion thereof, be unenforceable or in conflict with governing country, state, province, or local laws, then the validity of the remaining provisions, and portions thereof, shall not be affected by such unenforceability or conflict, and this Agreement shall be construed as if such provision supersedes all prior oral or written agreements or representations. Buyer acknowledges that it has not relied on any representations other than those contained in this Agreement. This Agreement shall not be varied, supplemented, qualified, or interpreted by any prior course of dealing between the parties or by any usage of trade and may only be amended by an agreement executed by an authorized representative of each party.



Ship To:
Noble Amos Runner
C/o CEVA Logistics
918 Geraldine Road
Gibson LA 70356
USA

Mail Invoice To:
Noble Int Finance Co
13135 S. Dairy Ashford, Suite 800
Sugar Land TX 77478
USA

Vendor: 9001166	PO Number: 4700350252 Version: 2 Date: 30 June 2014
NATIONAL OILWELL VARCO - RIG SOLUTIONS 5100 NORTH SAM HOUSTON PARKWAY WEST HOUSTON TX 77086 USA Contact Person: TOM MATNEY Telephone: 281-325-6533 Fax: 281-569-0936 Email:	This purchase order number must appear on all invoices, packing slips and correspondence. Buyer: Kara Dorris Phone: 281-276-6644 Fax: 281-276-6352 Email: KDORRIS@noblecorp.com Bid Reference:
Other Information	
Rig/Warehouse: Amos Runner(073A) Shipping Priority: SURFACE FREIGHT Inco Terms 2010: EXW HOUSTON, TX Payment Terms: 30 days due net Sold To: Noble International Finance Co Uglan House S. Church Street Georgetown KY KY1-1104 Cayman Islands	Ultimate Destination: UNITED STATES Freight Terms: REF.PO.HEADER FOR SPECIAL INSTRUCTIONS Ship Via: REF.PO.HEADER FOR SPECIAL INSTRUCTIONS Currency: USD Delivery Date: See Below
MT 073-5849 RMA0002369 REVISION1: PER APPROVAL FROM MICHAEL STODDARD, LINE ITEM 10 INCREASED FROM A PRICE OF \$418,857.50 TO \$428,011.68 TO INCLUDE FINAL LABOR CHARGES, OUTSIDE SERVICES AND PARTS REQUIRED KDORRIS, 11/6/2014 ANY COST ADJUSTMENTS WILL REQUIRE THE REVIEW AND APPROVAL OF NOBLE. ANY RESOLUTIONS OR REVISIONS WILL BE PROVIDED IN THE FORM OF A REVISED PURCHASE ORDER BY THE BUYER WHEN MATERIAL IS READY FOR SHIPMENT PLEASE CONTACT NOBLE LOGISTICS FOR SHIPPING INSTRUCTIONS, AT PICK-UPREQUEST@NOBLECORP.COM THEY WILL NEED THE FOLLOWING: - COPY OF PACKING LIST REFERENCING NOBLE PURCHASE ORDER NUMBER - CONTACT NAME AND PHONE NUMBER OF REPRESENTATIVE	

- COLLECTION ADDRESS AND HOURS OF OPERATION
- WEIGHTS AND DIMENSIONS OF MATERIALS

DOCUMENTATION TO BE SENT TO:

NOBLE DRILLING
13135 S. DAIRY ASHFORD
SUGAR LAND, TX 77478
ATTN: KARA DORRIS

THE COUNTRY OF ORIGIN OF ALL MATERIAL ITEMS SUPPLIED UNDER THE TERMS OF THIS PURCHASE ORDER MUST BE DECLARED BY THE SELLER AT TIME OF DELIVERY IN THE FORM OF EITHER A COUNTRY OF ORIGIN CERTIFICATE INCLUDING MATERIAL AND PART NUMBER DESCRIPTION, SIGNED BY THE SUPPLIER WITH NAME AND TITLE , OR AN ACCOMPANYING SUPPLIERS PACKING LIST AND/OR COMMERCIAL INVOICE CLEARLY INDICATING THE COUNTRY OF ORIGIN FOR EACH ITEM, AND INCLUDING MATERIAL AND PART NUMBER DESCRIPTION, AND 6-DIGIT HARMONIZED SYSTEM (HS)CLASSIFICATION NUMBER, SIGNED BY THE SUPPLIER WITH NAME AND TITLE OF THE INDIVIDUAL SIGNING THE DOCUMENT.

NEGOTIATED TERMS BETWEEN BUYER AND SELLER ARE ON FILE AND SUPERSEDE THOSE REFLECTED AT THE END OF THIS PURCHASE ORDER.

Item	Noble Material	Mfr. Code	Part Number	Qty	UOM	Unit Price	Net Price
00010	9000000040			1.00	EA	428,011.68	428,011.68
	REPAIR TDS-4S TOP DRIVE S/N: TDS4B27E120						
	LABOR, \$54,000.00 TO DISASSEMBLE, REPAIR AND REASSEMBLE TDS 4S TRANSMISSION USING LISTED MATERIALS. AS MODIFICATION AND REPAIR/REBUILD COSTS CAN VARY DEPENDING ON THE CONDITION OF THE ORIGINAL EQUIPMENT ITSELF, ACTUAL CHARGES WILL BE BASED ON ACTUAL SHOP HOURS ACCUMULATED AND CURRENT SHOP RATES AT NATIONAL OILWELL VARCO SERVICE CENTER DOING WORK. UNIT WILL BE ASSEMBLED USING SECONDARY RETENTION METHODS. TOTAL WORKSHOP LABOR CHARGES FOR TDS 4S TRANSMISSION						
	MISCELLANEOUS ITEM (OUTSIDE SERVICES), \$62,500.00 INCLUDES CLEANING, BLASTING, MPI INSPECTIONS, PRIME, PAINT TO NOV SPEC, MACHINE SHOP AND WELDING						
	INCLUDES REPAIRING THE FOLLOWING ITEMS: - SKIM CUT PNEUMATIC MANIFOLD - ALIGNMENT CYLINDER LUG ON LOWER GEARCASE (PIN BORE WORN) - ALL NEW HYDRAULIC HOSES AND FITTINGS - REPAIR THREE (3) THREADED HOLES ON BEARING HOUSING - BORE AND SLEEVE BAIL PIN BORES ON BEARING HOUSING (WORN) - REPAIR WORN ENDS LOW COMPOUND GEAR SHAFT (WORN) - REPAIR WORN ENDS ON HIGH COMPOUND GEAR SHAFT (WORN)						
	PARTS CHARGES, \$278,858.53						
	PARTS TO REFURBISH TDS 4S TRANSMISSION, \$187,373.34 - ALL BEARINGS - BULL GEAR WEAR SLEEVE (WORN) - PINION PLATE - ALL WEAR SLEEVES AND BUSHINGS						

Item	Noble Material	Mfr. Code	Part Number	Qty	UOM	Unit Price	Net Price
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- ALL SEALS, O-RINGS, GASKETS, WASHERS AND BOLTS
- PINION WEAR SLEEVE
- MAINSHAFT (DAMAGED CONNECTION)
- GOOSENECK 7500 PSI (SEALING SURFACE PITTED)
- TWO BAIL PINS (HAD TO BE WELDED ON TO REMOVE FROM HOUSING)
- AIR BRAKE (PADS WORN PAST INDICATOR)
- BRAKE DRUM (CRACKED)
- WILL BE REBUILT WITH ALL NEW FASTENERS AND HARDWARE
- PINION PLATE (CORRODED AND BENT)
- UPPER STEM LINER
- GEAR CHANGER SHAFT (WORN)
- TORQUE LIMITER HOUSING (DAMAGED)

ELECTRICAL COMPONENTS, \$36,365.47

- IBOP SWITCH
- OIL PRESSURE SWITCH (CONTACTS STUCK)
- DIFF. PRESSURE SWITCH (CONTACTS STUCK)
- TWO (2) TEMPERATURE SWITCHES
- TERMINAL STRIPS INSIDE OF AC J-BOX (CORRODED)
- 6 SOLENOID COILS (LOW READINGS ON COILS)
- ALL BLANDS AND CABLES (OVER 50% DAMAGED, WILL REPLACE WITH NEW STYLE GLANDS)
- TWO (2) FLOW SWITCHES
- TWO (2) FLOW METERS
- OIL PUMP MOTOR ASSY
- RELAYS AND BARRIERS IN INDICATOR BOX
- ALL J-BOXES WILL BE REBUILT WITH NEW TERMINAL BLOCKS
- ALL PROXIMITY SENSORS WILL BE CHANGED

COOLING SYSTEM PARTS, \$10,486.37

- SPARK ARRESTOR SCREENS
- WILL BE REBUILT WITH ALL NEW GASKETS
- WILL BE REBUILT WITH ALL NEW FASTENERS
- HEAT EXCHANGER
- IMPELLER
- BLOWER MOTOR (HIGH AMPS)

ROTATING HEAD PARTS, \$44,633.35

- SWIVEL FLANGS (CRACKED)
- WILL BE REBUILT WITH NEW BEARINGS
- WILL BE REBUILT WITH NEW GLYD RINGS
- WILL BE REBUILT WITH ALL NEW FITTINGS
- HYDRAULIC MOTOR (NOT COST EFFECTIVE TO REPAIR)

OPTIONAL UPGRADES, \$14,653.15

- SECONDARY RETENTION UPGRADE FOR GOOSENECK, \$1,197.65
- UPPER BEARING AIR INPRO SEAL KIT, \$13,455.50#

Item	Noble Material	Mfr. Code	Part Number	Qty	UOM	Unit Price	Net Price
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FAT TEST: \$18,000.00

Delivery Date: 30 Nov 2014

00020	7000114503	1.00	EA	2,500.00	2,500.00
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DOCUMENTATION - FOR EQUIPMENT (DRILL-THROUGH EQUIPMENT) TO API SPECIFICATION 16A THE FOLLOWING: DATA BOOK PER API 16A SHALL INCLUDE; BUT NOT BE LIMITED TO: PURCHASE ORDER NUMBER/SALES ORDER NUMBER, PRODUCT IDENTIFICATION, TYPE, PART NUMBER, SERIAL NUMBER, DATE OF COMPLETION AND INSPECTION, ASSEMBLY DRAWINGS, ACTUAL OVERALL PACKAGE DIMENSIONS, PRESSURE RATING, AND CONNECTION/OUTLET DESCRIPTION, MASS, CENTRE OF GRAVITY, LIST OF MATERIALS FOR COMPONENTS DEFINED IN API SPECIFICATION 16 A/ISO 13533 SECTION 8.5.1 AND THE LOCATION OF THEIR USE, MANUFACTURER'S STATEMENT OF COMPLIANCE TO CURRENT EDITION OF ISO 13533, MATERIAL CERTIFICATES, WELDING PROCEDURE QUALIFICATION, NDE REPORTS, PRESSURE TEST REPORTS. OPERATIONS/MAINTENANCE MANUALS WHICH SHALL INCLUDE; BUT NOT BE LIMITED TO: INSTALLATION INSTRUCTIONS, OPERATING INSTRUCTIONS COVERING ALL NORMAL OPERATIONS REQUIRED, DIMENSIONS AND PHYSICAL DATA OF MAJOR COMPONENTS, REPAIR, MAINTENANCE, AND TESTING INFORMATION AND PROCEDURES, INCLUDING DISASSEMBLY AND ASSEMBLY INFORMATION, PARTS INFORMATION, STORAGE INFORMATION.

Delivery Date: 30 Dec 2014

Total net value excl. tax in USD:

430,511.68

Terms and Conditions

1. Definitions. The purchase order to which these Terms and Conditions are attached or referenced, together with these Terms and Conditions and the other documents attached to or referenced in the purchase order including the Specifications (as defined herein), are collectively referred to for all purposes as this "Order". The named purchaser and vendor in the purchase order are referred to in this Order for all purposes as respectively "Company" and "Vendor". The materials, equipment, tools, and supplies to be supplied by Vendor are collectively referred to in this Order for all purposes as the "Goods". The services to be performed by Vendor, including design, delivery, unloading, assembly, installation, and testing specified in the Order or required to be furnished in connection with the Goods are collectively referred to in this Order for all purposes as the "Services". It is expressly understood and agreed by Vendor that (i) the named purchaser may from time to time be acting for and on behalf of and with the express authority of its present and future parents, members, subsidiaries, affiliates, joint ventures, or other interrelated companies in issuing this Order, (ii) at such times this Order shall be deemed to be for the express benefit of such parties, (iii) at such times such parties shall be deemed to be third party beneficiaries of this Order, and (iv) at such times all rights, privileges, warranties, indemnities, insurances, and other benefits under or in connection with this Order shall automatically include both Company and such parties, (v) at such times both Company and such parties shall be included in the term "Company" in this Order for all purposes. Although Vendor is named as the contracting party in this Order, this Order including these Terms and Conditions shall apply to and cover all Goods and Services specified in this Order, whether purchased from Vendor or its present and future parents, members, subsidiaries, affiliates, joint ventures, or other interrelated entities (all of which shall be included in the term "Vendor" for all purposes). The Terms and Conditions stated herein and the other provisions of this Order shall be binding on Vendor and all such entities for all purposes. As used in this Order, the terms (i) "Company Group" shall have the meaning set forth in Paragraph 31 hereof, (ii) "Specifications" shall have the meaning set forth in Paragraph 24 hereof, and (iii) "Applicable Laws" shall have the meaning set forth in Paragraph 15 hereof.

2. General. This Purchase Order constitutes Company's offer to Vendor and becomes a binding contract on the terms set forth herein when accepted by Vendor either by acknowledgment or the commencement of performance hereof. This Purchase Order expressly limits acceptance to the terms stated herein. Any additions or different terms proposed by Vendor are rejected unless agreed to in writing by an authorized representative of Company.

3. Invoices. A separate invoice shall be issued for each Order. Vendor will not combine shipments unless requested or Company is advised prior to shipment. Vendor will submit, or cause to be submitted, monthly invoices in arrears to the appropriate Noble Company with full and proper supporting documentation, and the undisputed portions of such invoices will be paid within terms. Final invoices must be submitted within ninety (90) days of completion of the applicable Work.

4. Performance. If Vendor does not comply with Company's delivery schedule or in the event it becomes apparent that delivery or completion cannot be accomplished within the time specified, Company, at its option, may either approve a revised delivery schedule or may terminate this Order either in whole or in part without penalty or liability to Company, except for materials received and accepted or work completed and accepted.

5. Specifications. All Goods provided and Services performed by Vendor under the Order must strictly conform to the Order including the Specifications. Non-conforming Goods and Services or substitutions or alterations will not be permitted without Company's prior written consent.

6. Warranties. Vendor warrants that (a) it owns all rights, title and interest in the Goods provided hereunder and that it has the legal authority to sell, license, or otherwise transfer the right to use, sell or otherwise benefit from the Goods to Company; (b) all Goods provided and Services performed hereunder will comply with all Applicable Laws; (c) all Goods provided hereunder will be (1) to the satisfaction of Company and free from all defects in workmanship and materials, (2) new, unless expressly permitted otherwise by Company, (3) free from defects in design, and (4) in full compliance and conformity with the Specifications or of the best grade of their respective kinds if no quality is specified; and (d) all Services shall be performed in a good, workmanlike, and diligent manner using sound engineering and/or technical principles where applicable. No inspections, acceptances, or rejections of any Goods at any stage by Company or any designated representatives, agents or other third parties shall relieve Vendor of its warranty obligations under the Order. All warranties will be construed to be conditions and will not be deemed exclusive. To the extent assignable, all rights and remedies available to Vendor from its suppliers and manufacturers shall also be passed directly to Company. All warranties will run to Company, its successors, assigns, and customers. Vendor further warrants that all Goods, the sale of Goods by Vendor, and the use or resale of Goods by Company and Vendor's Services are and will be free from liability for infringement of, or claim for royalties for, patent rights, copyright, trademark, trade secrets or confidential or proprietary information or intellectual property rights, mechanic's liens and other encumbrances. The foregoing warranties are in addition to all other warranties, express or implied, by Applicable Laws, and shall survive delivery, inspection, acceptance, or payment by Company. Vendor will promptly replace or correct or re-perform, without any expense to Company, any Goods or Services not conforming to the requirements of the Order when notified by Company within twelve (12) months from the date of first use or twenty-four (24) months after delivery, whichever first occurs. In the event Vendor fails to timely deliver or correct or replace or re-perform Goods or Services as required herein, Company may procure the Goods from

another source or repair or replace or have re-performed the non-conforming Goods or Services and charge the cost thereof to Vendor, without voiding the warranties herein. Vendor will further warrant all replacement or repaired Goods in accordance with the terms hereof for a further period of twelve (12) months from delivery of the replacement or repaired Goods and acceptance thereof by Company.

7. Price. Cash discount periods begin when the Goods are received, Services are performed, or invoice therefore is received, whichever is later; provided, however, such period shall be extended during any delay caused by errors in invoicing requiring correction. The prices specified in the Order shall prevail subject to the following provisions: a) Company shall receive the benefit of any general reduction in Vendor's prices prior to shipment and delivery, and in no event shall Company be charged higher prices than Vendor's other similar customers who take delivery at the same time and in substantially the same amounts, b) where escalation is expressly agreed to be applicable, Company shall not be subject to price increases effective after the specified delivery or completion date.

8. Variations/Extras. No variations as to quantities, description, prices, destination for delivery or any other term of the Order shall be made, nor shall any charge for extras be allowed, unless same have been authorized in writing by an authorized representative of Company, and the proper price adjustment stated in such writing. Company reserves the right at any time to make variations in the Order by written notice to Vendor, and Vendor agrees to comply with same. If such variations cause a material increase or decrease in Vendor's costs or time of performance, Vendor shall notify Company immediately and negotiate an equitable adjustment. Failure to so notify Company shall constitute a waiver of Vendor's right to thereafter make any claim in connection with such variation. Vendor shall not suspend performance of this Order while Company and Vendor are in the process of making such variations and any related adjustment, and Vendor shall comply with and perform such variation in accordance with the terms of this Order during such time. No substitutions shall be made in the Order without the prior written consent of Company. No charge for extras shall be allowed unless same have been authorized in writing by the Company's authorized agent, and the proper price adjustment stated in such order. No charge shall be allowed for freight, express, cartage, or other transportation unless agreed to and specified in this Order.

9. Shipping. Vendor will provide Company with a written or electronic acknowledgement that the Goods ordered hereunder are available and will be provided in accordance to the terms hereof. Vendor shall then promptly deliver all Goods in accordance with the shipping terms specified in the Order. Vendor shall complete its obligations under the Order by the delivery dates specified (or within ten (10) days of Company's written demand after a reasonable time has elapsed, if no delivery date is specified in the Order). Combined shipments are not allowed unless requested by Company. Vendor shall, upon Company's request, provide to Company a schedule indicating major milestones (e.g. engineering, receipt of materials, fabrication, inspection, completion, factory acceptance testing, readiness for shipment, and shipment). Delays in any milestones shall be reported promptly by Vendor to Company. Company shall have the right to procure Goods or Services from other sources as it deems necessary to correct any schedule delays as they become evident and charge any additional costs incurred thereby to Vendor. In connection therewith, if Vendor does not comply with Company's shipment and delivery schedule or in the event it becomes apparent that shipment and delivery cannot be accomplished within the time specified, Company, at its option, may either approve a revised shipment and delivery schedule or terminate the Order either in whole or in part without penalty or liability to Company, except for Goods received and accepted and Services completed and accepted. The parties acknowledge and agree timely performance of their respective obligations under this Order is essential. In the event of any actual or reasonably anticipated delay in the delivery schedule, Company reserves the right to terminate the Order and recover from Vendor all losses and costs incurred from the delay. The established price for the material covered by the Order shall include proper packing for safe domestic transportation (or export packing if specified in the Order) via the mode designated in the Order and shall also include all customary loading and securing on the carrier's equipment at the shipping point and unloading at the delivery point unless otherwise covered by the INCOTERMS 2010 specified in this Order. No allowance will be made for packing, cartage, or crating costs of items covered by this Order unless specifically authorized in this Order. Vendor agrees to ship all material covered in this Order via the specified mode, carrier, and routing, and to maintain a complete file of all delivery and shipping documents in the event proof of delivery is required. C.O.D. and cash collect shipments are prohibited. Vendor warrants that Goods will be adequately contained, packaged, and labeled, and are suitably packed to assure safe transit and to secure lowest transportation and insurance rates. Company's count shall be accepted as final and conclusive on shipments not accompanied by Vendor's itemized packing list. Vendor shall show the Order number on all invoices and packages, include priced packing list, tag each item with part number, and on part number changes show old part number in parenthesis. Export symbols, serial numbers, weights, measurements and other identification shall be clearly stenciled on each box, crate, bundle, package, etc., as directed by Company prior to shipment. No extra charge for marking shall be allowed unless agreed to and specified in this order.

10. Inspection/Acceptance/Rejection. Company has the right, but not the obligation, to inspect all Goods and the results of all Services on both an interim and final basis to determine that they are not defective or damaged and are conforming to the Order. Said inspection may be performed, at Company's option, during manufacture, at the time of shipment, prior to accepting delivery, or reasonably soon thereafter (usually before the Goods are placed in use) including at the Vendor's plant, shipping point, delivery location, storage location, or at Company's worksite or location. Company may reject and/or return any Goods that Company, in its sole judgment, considers non-conforming, defective, or damaged and may either repair such Goods, return them to Vendor for full credit, or return them for replacement as Company may elect. Any and all costs and expenses of inspection, repair, or return and re-shipment shall be borne by Vendor and shall be payable to Company upon demand. The making or failure to make any inspection of, and/or payment for, the items covered by the Order shall in no way impair Company's right to reject nonconforming or defective equipment or items, nor be deemed to constitute acceptance by Company of the items, notwithstanding Company's opportunity to inspect the items or Company's knowledge of the nonconformity or defect, its substantiality or the ease of its discovery, nor Company's failure to earlier reject all items covered by the Order if it reasonably determines that all or any portion of the Order is nonconforming and that such nonconformity hinders or impairs use of the balance of the Order. Company's acceptance and/or payment of any Goods or Services shall not be deemed a waiver of any of Company's rights or remedies.

11. Company's Plans. All plans, drawings, designs, and specifications supplied to Vendor shall remain the property of Company and any information derived there from or otherwise communicated to Vendor shall be regarded as strictly confidential and shall not, without the written consent of Company, be disclosed to any third party or used by Vendor except in connection with furnishing any article or performing any work at the direction of Company.

12. Force Majeure. The parties shall be excused for delays in delivery or in performance to the extent such delay is not within the control of the party claiming force majeure, including acts of God, acts of the other party not within its rights, acts of civil or military authority, fires, strikes of a national character, floods, epidemics, war, riot, or other similar causes beyond the control of the party claiming force majeure, which such party could not have reasonably foreseen and provided against, which are not caused in whole or in part by negligence or other fault on the part of such party, and which such party has expended all reasonable efforts to overcome. In the event of any such delay, the date of delivery or of performance may be extended for a period equal to the duration of the delay, but the party claiming force majeure shall not be entitled to any extra compensation for such delay. Such party shall promptly notify the other party of any such delay, and, at no additional cost to the other party, shall take all reasonable steps to avoid or end such delay. Lack of response to such party's notices regarding the delay shall not operate to terminate such party's obligation to complete the delayed performance.

13. Prohibition against Assignment. The performance of Vendor's obligations under the Order or Vendor's rights or benefits under the Order shall not be assigned, novated, subcontracted, or delegated by Vendor without the prior written consent of Company, which may be withheld in Company's sole discretion. Any assignment, novation, subcontracting, or delegation of Vendor's obligations, rights, or benefits under the Order in whole or in part, voluntarily, by operation of law, or otherwise, without the prior written consent of Company, shall be void. Any such assignment, delegation, or subcontracting shall not in any way relieve Vendor of its obligations under or in connection with the Order and Vendor shall remain fully liable for the acts and omissions of its assignees, novatees, and subcontractors. Company reserves the right to assign the Order, in whole or any part, at any time and without the prior consent of Vendor, including unilateral written or unwritten assignments. This Order shall be binding upon and inure to the benefit of any permitted successors and assigns of Vendor and all successors and assigns of Company.

14. Intellectual Property. Vendor agrees to indemnify, defend, and hold Company harmless from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees incident to any actual or alleged infringement of any intellectual property right including, without limitation, any patent, trademark, copyrights, or trade secret in the manufacture and/or sale of the articles or materials covered by this Order or in any way connected therewith or with the use thereof by Company.

15. Compliance with Laws. Vendor shall comply, and shall ensure its subcontractors comply, with all applicable laws, rules, and regulations of any federal, state, or local governmental authority which are now or may become applicable to Vendor's performance hereunder (referred to in this Order for all purposes as "Applicable Laws"), and Vendor shall defend, indemnify, and hold Company harmless from and against any claim or penalty incurred in connection therewith.

16. Title and Risk of Loss. Vendor warrants full, clear, and unrestricted title to Company for all Goods and Services furnished by Vendor in performance of the Order, free and clear of any and all liens, restrictions, reservations, security interests, encumbrances, and claims of others. For items to be specifically fabricated, constructed or assembled for Company under the Order, title to all work completed or in progress, and all associated equipment and materials which are to become a permanent part of the final product, and all drawings, diagrams, data, instructions or operations manuals and other associated items, plus all contract rights associated therewith, shall transfer to and become vested in Company from the earliest moment of identification to the work, but risk of loss thereof shall remain with Vendor until delivery of the completed Goods in strict compliance with and in accordance with the terms of the Order. As to all other Goods delivered hereunder, title shall pass to Company on the earlier of: a) delivery as specified in the Order or b) payment in whole or part.

Notwithstanding any earlier passage of title, risk of loss shall not pass to Company until delivery of the Goods has been made to Company as specified in the Order. Notwithstanding the foregoing, Vendor shall exercise due care and be fully liable for the safe-keeping of all items within its possession or control.

17. **Business Ethics/FCPA:** In addition to complying with all Applicable Laws, Vendor agrees to conduct its business in an ethical manner and act in the best interest of the Company, in good faith and with reasonable care, in supplying material or services to Company. Vendor shall avoid actual or perceived conflicts of interest. It is considered to be in conflict with the Noble Companies' interest for their employees or any member of the immediate family of such employees to accept gifts, payments (whether in the form of cash, gift cards, gift certificates or any other form of cash equivalent), extravagant entertainment, services, or loans in any form from anyone soliciting business, or who may already have established business relations with the Noble Companies. Gifts of nominal value and entertainment, such as meals and social invitations that are customary and proper under the circumstances and do not place the recipient under any obligation are acceptable. If any employee of any Noble Company should solicit a gift or gratuity from any of the Vendor Companies, Vendor hereby agrees to notify an officer of Noble of such act. It is agreed that Noble will hold such notification in confidence. It is further understood that failure by the Vendor to comply with the Noble Companies' policies regarding gifts and gratuities may, at Noble's option, result in the suspension or termination of this Contract or any purchase order and may further preclude any future dealing between the Parties. Vendor warrants, on behalf of itself and its contractors, subcontractors, and suppliers and their respective employees, agents, consultants, and representatives that (1) they are not foreign government officials nor are they affiliated with any foreign government official; (2) that they understand all applicable anti-corruption and anti-bribery laws, such as the United States Foreign Corrupt Practices Act (the "FCPA"), the U.K. Bribery Act 2010 ("UKBA"), and those adopted pursuant to the Organization for Economic Co-operation and Development ("OECD") Convention and Combating Bribery of Foreign Public Officials in International Business Transactions; (3) that they have not previously engaged in conduct that would violate the FCPA or the UKBA if they had been subject to it; (4) that they will not in the future engage in conduct that would violate the FCPA or the UKBA to the extent that they are subject to it; and (5) that they will not cause Company to violate the FCPA or the UKBA. Vendor shall ensure that procedures are implemented to prevent conduct that would violate the FCPA or the UKBA.

18. **Audit Rights.** Vendor will maintain complete and accurate financial and other records on the Order for at least three (3) calendar years after the year during which the Goods have been delivered under Order. Upon Company's written request and at Company's expense, Company will be entitled to audit Vendor's records, during reasonable business hours, for the purpose of verifying the accuracy of all billings made by Vendor to Company hereunder; and Vendor shall fully cooperate with Company's reasonable requests for documentation pursuant to any such audit. If the results of such audit show over billing, Vendor will promptly issue a credit invoice to Company and promptly refund such overcharges. In addition, if Company's audit reveals an over billing of 5% or more, Vendor will reimburse Company for its reasonable audit costs.

19. **Termination.** Company may at any time give written notice to Vendor of Company's election to cancel or terminate the Order, for any reason or no reason, and without penalty to Company. In such event, Company shall pay, and Vendor shall accept, in settlement of all claims under the Order, an amount that reasonably compensates Vendor for all work satisfactorily performed in accordance the Order prior to such notification. In no event shall Vendor be entitled to loss of profits on unperformed work. Cancellation or termination by Company shall be without prejudice to all claims, rights, and remedies which Company may have against Vendor for breach or nonperformance of the Order, all of which claims, rights, and remedies are expressly reserved by Company.

20. **Default.** In the event Vendor shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of Vendor's insolvency, or in the event Vendor does not correct or, if immediate correction is not possible, commence and diligently continue action to correct, any default of Vendor to comply with any of the provisions or requirements of the Order within ten (10) days after written request by Company that Vendor provides assurance of timely performance, Company may, by written notice to Vendor, without prejudice to any other rights or remedies which Company may have, terminate the Order. In the event of such termination, Company may take immediate possession of all Goods covered by the Order and complete the performance of the Order by such means as Company selects, and Vendor shall be responsible for any additional costs incurred by Company in so doing. Any amounts due Vendor for Goods or Services delivered by Vendor in full compliance with the terms of the Order prior to such termination shall be subject to set off of Company's additional costs of completing the Order and other damages incurred by Company as a result of Vendor's default. Waiver by Company of any default of Vendor shall not be considered to be a waiver by Company of any provision of the Order or of any subsequent default by Vendor.

21. **Remedies.** No waiver by either party or any breach of any of the terms or conditions herein contained to be performed by the other party shall be construed as a waiver of any subsequent breach whether of the same or of any other term or condition hereof. Company's rights and remedies provided herein are not exclusive and are in addition to all other rights and remedies available at law.

22. **Consequential Damages.** Except as expressly provided for in the Order, the parties agree they will not be liable to each other for any consequential damages.

23. **Taxes.** Taxes, if any, must be shown separately on invoices. In case it is determined that tax was not required to be paid by Vendor, Vendor shall make prompt application for the refund thereof, take all proper steps to procure the same, and when received, repay same to Company.

24. **Conflicts.** This Order, including any exhibits and the specifications, drawings, or other documents furnished to Vendor in connection herewith or otherwise prepared by Vendor and executed by Buyer (collectively referred to in the Order for all purposes as the "Specifications"), shall constitute the final, entire, and integrated agreement between Vendor and Company relating to the purchase and sale of the specified Goods and performance of the specified Services and shall supersede all prior or contemporaneous representations, discussions, negotiations, understandings, and agreements, whether written or oral. All references to invitations and proposals are for information only and are not made a part of the final agreement unless expressly stated. It is the intent of the parties that the terms provided herein will control irrespective of any subsequent execution of work orders, receipts, delivery tickets, or similar instruments. In case of conflict, the provisions hereof shall override any disclaimer, limitation of warranty, limitation of liability or any other provision contained in any invoice, packing list, receipt, confirmation, requisition, acknowledgment or other document tendered by Vendor. In the event Vendor and Company sign a Master Service Contract, and there are conflicting terms between these Terms and Conditions and the Master Service Contract, the terms of the Master Service Contract will control.

25. **GOVERNING LAW.** ALL MATTERS RELATING TO THIS ORDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ITS CONFLICT OF LAWS RULES WHICH MAY REFER TO THE LAWS OF ANOTHER JURISDICTION. IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (VIENNA 1980) AND ANY NATIONAL STATUTE GIVING EFFECT TO THE SAME SHALL NOT APPLY TO THE ORDER.

26. **DISPUTE RESOLUTION.** VENDOR AND COMPANY AGREE THAT ALL CLAIMS, DISPUTES OR CONTROVERSIES ARISING OUT OF, OR IN RELATION TO THE INTERPRETATION, APPLICATION OR ENFORCEMENT OF THE ORDER SHALL BE BROUGHT EXCLUSIVELY IN THE STATE AND FEDERAL COURTS SITTING IN HOUSTON, TEXAS TO WHOSE JURISDICTION AND VENUE THE PARTIES HERETO IRREVOCABLY SUBMIT.

27. **Liens.** All Goods and Services performed under the Order must be free of all liens, charges, claims and similar encumbrances, and, if Company requests, a proper release of all liens or satisfactory evidence of freedom from liens and other claims will be delivered to Company prior to any payment. Vendor shall defend, indemnify and hold the Company Group harmless from and against all laborers, materialmen, mechanics, maritime, and other liens, charges, claims or similar encumbrances by any of Vendor's contractors, subcontractors, suppliers or other creditors. Vendor waives any right to assert a lien against any of property or equipment of the members of the Company Group.

28. **Miscellaneous.** The ruling language of this Order shall be the English language. The currency of this Order shall be U.S. Dollars unless otherwise noted in this Order. All references in this Order to "days" shall mean calendar days unless otherwise noted. Headings in this Order are for convenience of reference only. As used in this Order, the words "hereof", "herein", "hereinbelow", "hereinaabove", and similar words shall mean this Order as a whole, the term "including" shall mean "including without limitation to the generality of the foregoing", and references to the singular shall include the plural.

29. **Additional Terms.** In the event Vendor is required to enter Company's property for purposes of delivery, service or installation of Goods or performance of Services described in this Order, the following additional terms and conditions will apply to this purchase:

30. **Independent Contractor.** Vendor shall be an independent contractor with respect to performance hereunder and neither Vendor, its employees, agents, or subcontractors, nor their employees, shall be considered servants, agents, or employees of Company. Vendor shall select the means, manner, and method of performing hereunder, being responsible to Company solely for results obtained.

31. Contractor shall ensure that effective from the date of any work order issued hereunder all equipment, systems and services delivered having TCP/IP networking protocols enabled with the purpose or intent to connect to Noble process control domain systems, (which include but not limited to, network infrastructure, systems, HMI, control and field devices), shall be compliant with all requirements and specifications of the latest revision

of The International Instrument Users' Association (WIB) report:

The latest version of the WIB Report M 2784 X10, Process Control Domain - Security Requirements for Vendors.

To demonstrate compliance of the equipment, systems and services, Contractor shall provide to the applicable Noble Company, on acceptance of a work order and at no cost to any Noble Company, a Wurdtech Achilles Practices Certificate (APC) - level <Bronze>.

32. INDEMNITY. VENDOR SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD COMPANY AND ITS PARENTS, MEMBERS, SUBSIDIARIES, AFFILIATES, AND INTERRELATED ENTITIES, CUSTOMERS AND CLIENTS, JOINT VENTURES OF ANY OF THE FOREGOING, THE RESPECTIVE SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING, AND THE RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, AND INSURERS AND SUBROGEEES OF ANY OF THE FOREGOING, AND THE OTHER CONTRACTORS, SUBCONTRACTORS, AND SUPPLIERS OF ANY OF THE FOREGOING (COLLECTIVELY REFERRED TO IN THIS ORDER FOR ALL PURPOSES AS "COMPANY GROUP") HARMLESS FROM AND AGAINST ANY CLAIM, DEMAND, CAUSE OF ACTION, DAMAGE, LOSS, LIABILITY, OR EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES) ASSERTED BY ANYONE FOR ANY (A) PERSONAL INJURY, DISEASE, ILLNESS OR DEATH OF EMPLOYEES, CONSULTANTS OR OTHER PERSONNEL OF VENDOR OR ITS CONTRACTORS AND SUBCONTRACTORS OF ANY TIER, (B) PROPERTY DAMAGE OR LOSS OR LOSS OF USE OF SAME OF VENDOR OR ITS CONTRACTORS AND SUBCONTRACTORS OF ANY TIER, WHETHER OWNED, HIRED, LEASED, CHARTERED, OR OTHERWISE IN THE POSSESSION, CARE, CUSTODY, OR CONTROL THEREOF OR FOR WHICH VENDOR OR ITS CONTRACTORS AND SUBCONTRACTORS OF ANY TIER MAY OTHERWISE BE RESPONSIBLE, IN CONTRACT, TORT, OR OTHERWISE, (C) POLLUTION, ENVIRONMENTAL DAMAGE, OR LOSS OF NATURAL RESOURCES INCLUDING CLEANUP, REMOVAL, PROPERTY DAMAGE, AND FINES, PENALTIES, OR ASSESSMENTS, EMANATING FROM ANY PROPERTY REFERRED TO IN SUBPART (B) HEREOF OR OTHERWISE CAUSED BY VENDOR OR ITS CONTRACTORS AND SUBCONTRACTORS OF ANY TIER, OR (D) BREACH OF CONTRACT, WHICH ARISES FROM, OR IS INCIDENT TO OR CONNECTED, WITH VENDOR'S PERFORMANCE OR NON-PERFORMANCE OF ITS OBLIGATIONS UNDER THE ORDER, REGARDLESS OF WHETHER CAUSED OR CONTRIBUTED TO BY STRICT LIABILITY, PREMISES LIABILITY, NEGLIGENCE OR OTHER FAULT, IN WHOLE OR IN PART, OF ANY MEMBER OF THE COMPANY GROUP, UNSEAWORTHINESS OF ANY VESSEL, OR PRE-EXISTING CONDITION.

33. Health, Safety, and Environmental. While on the premises of Company, Vendor and its employees shall observe all statutory and governmental safety and health regulations and the safety, health, and plant regulations of Company, and shall ensure that all of its employees and agents have a safe place of work on the premises and the vicinity thereof clean of debris and rubbish caused by its work and, upon completion of its work, shall leave the premises clean and ready for use.



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Invoice To

B051 110 LRC
NOBLE DRILLING SERVICES INC
13135 S. DAIRY ASHFORD
SUITE 800
SUGARLAND, TX 77478 US

Ship To

S277
NOBLE DRILLING SERVICES
GULF OF MEXICO
AMELIA, LA 70340 US

Cust Contact

Customer eMail

Date Printed

01/27/2015

Ultimate Dest

Quote Date

09/24/2014

Currency

UNITED STATES DOLLAR

Freight Terms

COLL

Quote Exp Date

01/28/2015

Quoted by

Eldridge, Susan C

Payment Terms

NET 30 FROM INVOICE DATE

Ref/Rig Name

Noble Drilling Rig Noble Amos Runner

Shipping Terms

EX-WORKS

Branch

Carrier

Details

Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
001	30156542 ASSY,PUMP-MOTOR,OIL-CIRC-ASSY. Stocking Line: MTS4 Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA HARMONIZED TARIFF SCHEDULE CODE: 8413309090 EXPORT CONTROL CLASSIFICATION NUMBER: 2B999 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 04/29/2015	EA	1.000	\$6,401.00	\$5,440.85	\$5,440.85	31
002	30155689-3 FLOW SWITCH (M-200X SERIES) Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA HARMONIZED TARIFF SCHEDULE CODE: 8536509065 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 02/14/2015	EA	1.000	\$1,352.00	\$1,149.20	\$1,149.20	20
003	30155689-2 FLOW SWITCH (M-200X SERIES) Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 2.50 LB Total Weight: 2.50 LB	EA	1.000	\$1,420.00	\$1,207.00	\$1,207.00	20



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	HARMONIZED TARIFF SCHEDULE CODE: 8536507000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 02/14/2015						
004	M614002958-04	EA	2.000	\$16.90	\$14.37	\$28.73	20
	GLAND,1/2"NPT,EX,NON-ARMR-CABLE,NON-POTD Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA HARMONIZED TARIFF SCHEDULE CODE: 8536904000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 02/12/2015						
005	M614002958-03	EA	2.000	\$16.90	\$14.37	\$28.73	20
	GLAND,M20x1.5,EX,NON-ARMR-CABLE,NON-POTD Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA HARMONIZED TARIFF SCHEDULE CODE: 8547900030 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 02/12/2015						
006	86872-25-S	EA	1.000	\$8.74	\$7.43	\$7.43	18
	INT/STAR LOKWASH 25MM SS Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.08 LB Total Weight: 0.08 LB HARMONIZED TARIFF SCHEDULE CODE: 7318210090 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 01/29/2015						
007	86872-20-S	EA	2.000	\$2.95	\$2.51	\$5.01	18
	INT/STAR LOKWASH 20MM STAINLESS STEEL Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.04 LB Total Weight: 0.08 LB						



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	HARMONIZED TARIFF SCHEDULE CODE: 7318210090 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 01/27/2015						
008	86871-25 TDS NYLON WASHER 25MM Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.01 LB Total Weight: 0.05 LB HARMONIZED TARIFF SCHEDULE CODE: 3926904590 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 5.0000 09/23/2014 01/27/2015	EA	5.000	\$1.83	\$1.56	\$7.78	18
009	86871-20 TDS NYLON WASHER 20MM Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: < 0.01 LB Total Weight: 0.06 LB HARMONIZED TARIFF SCHEDULE CODE: 3926904590 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 6.0000 09/23/2014 01/27/2015	EA	6.000	\$1.43	\$1.22	\$7.29	18
011	M614002913-04 GLAND,1/2"NPT,EX,ARMORED-CABLE,NON-POTD Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.38 LB Total Weight: 0.38 LB HARMONIZED TARIFF SCHEDULE CODE: 8547900040 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 02/12/2015	EA	1.000	\$40.60	\$34.51	\$34.51	20
012	M614002913-03 GLAND,M20x1.5,EX,ARMORED-CABLE,NON-POTD Stocking Line: MTS Line Discount: 15.00%	EA	2.000	\$40.50	\$34.43	\$68.85	18



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	Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.37 LB Total Weight: 0.73 LB HARMONIZED TARIFF SCHEDULE CODE: 8547900010 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 01/27/2015						
013	78725-05	EA	50.000	\$.46	\$.39	\$19.55	20
	TDS WIRE FERRULE BLUE Stocking Line: MTS Line Discount: 15.00% Country of Origin: GERMANY Unit Weight: < 0.01 LB Total Weight: 0.50 LB HARMONIZED TARIFF SCHEDULE CODE: 8536904000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 50.0000 09/23/2014 02/14/2015						
014	78725-04	EA	50.000	\$.11	\$.09	\$4.67	18
	TDS WIRE FERRULE RED Stocking Line: MTS Line Discount: 15.00% Country of Origin: GERMANY Unit Weight: < 0.01 LB Total Weight: 0.50 LB HARMONIZED TARIFF SCHEDULE CODE: 8536904000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 50.0000 09/23/2014 01/27/2015						
015	78317-25	EA	1.000	\$4.90	\$4.16	\$4.16	18
	TDS LOCKNUT 25 MM Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: < 0.01 LB Total Weight: 0.01 LB HARMONIZED TARIFF SCHEDULE CODE: 7318160085 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 01/27/2015						
016	78317-20	EA	2.000	\$4.90	\$4.17	\$8.33	18
	TDS LOCKNUT 20 MM						



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Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
	Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.02 LB Total Weight: 0.04 LB HARMONIZED TARIFF SCHEDULE CODE: 7318160085 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 01/27/2015						
018	M614002989-04 GLAND, 1/2" NPT, ARMORED, POTD Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA HARMONIZED TARIFF SCHEDULE CODE: 8536904000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 40.0000 09/23/2014 02/12/2015	EA	40.000	\$37.70	\$32.05	\$1,281.80	20
020	56627-03 CABLE,SHPBD,3TSP,IS(BLUE)*See Text* Stocking Line: CBL Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.70 LB Total Weight: 70.00 LB HARMONIZED TARIFF SCHEDULE CODE: 8544429000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 100.0000 09/23/2014 01/29/2015	FT	100.000	\$9.65	\$8.20	\$820.25	STOCK
021	56627-01 CABLE,SHPBD,1TSP,IS(BLUE) *See Text* Stocking Line: CBL Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.12 LB Total Weight: 6.00 LB HARMONIZED TARIFF SCHEDULE CODE: 8544429000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 50.0000 09/23/2014 01/29/2015	FT	50.000	\$5.25	\$4.46	\$223.12	STOCK
022	56625-1.5-07	FT	15.000	\$8.26	\$7.02	\$105.31	STOCK



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Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
	Varco BJ 7 Conductor electric Cable Stocking Line: CBL Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.39 LB Total Weight: 5.90 LB HARMONIZED TARIFF SCHEDULE CODE: 8544429000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 15.0000 09/23/2014 01/29/2015						
023	56625-1.5-03 Varco BJ Cable Stocking Line: CBL Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.27 LB Total Weight: 13.55 LB HARMONIZED TARIFF SCHEDULE CODE: 8544604000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 50.0000 09/23/2014 05/02/2015	FT	50.000	\$5.25	\$4.46	\$223.12	31
024	56621-18-70 WIRE,STRND 300V V10/BLK Stocking Line: MTO Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA HARMONIZED TARIFF SCHEDULE CODE: 8544429000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 25.0000 09/23/2014 03/08/2015	FT	25.000	\$2.65	\$2.25	\$56.31	24
025	56621-18-7 WIRE,STRANDED 300V VIOLET Stocking Line: MTO Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA HARMONIZED TARIFF SCHEDULE CODE: 8544492000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 25.0000 09/23/2014 02/20/2015	FT	25.000	\$2.47	\$2.10	\$52.49	21



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026	50908-C <i>Lockwasher</i> <i>replaces 939352-62</i> Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.01 LB Total Weight: 0.04 LB HARMONIZED TARIFF SCHEDULE CODE: 7318210030 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/23/2014 01/29/2015	EA	4.000	\$.11	\$.09	\$.37	18
027	50905-C <i>WASHER, LOCK-REGULAR</i> Stocking Line: MTS Line Discount: 15.00% Country of Origin: CHINA Unit Weight: 0.01 LB Total Weight: 0.08 LB HARMONIZED TARIFF SCHEDULE CODE: 7318210030 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 8.0000 09/23/2014 02/14/2015	EA	8.000	\$.03	\$.03	\$.20	20
028	50904-C <i>Lockwasher, 1/4"</i> Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: < 0.01 LB Total Weight: 0.02 LB HARMONIZED TARIFF SCHEDULE CODE: 7318210030 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 02/13/2015	EA	2.000	\$.05	\$.04	\$.08	20
029	50903-C <i>WASHER, LOCK-REGULAR, # 10</i> Stocking Line: MTS	EA	4.000	\$.05	\$.04	\$.17	21



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	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: < 0.01 LB Total Weight: 0.04 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 7318210030						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 4.0000 09/23/2014 02/19/2015						
030	50808-5-C	EA	4.000	\$.18	\$.15	\$.61	21
	WASHER;FLAT;NOM SZ0.500IN;MATL GRADE8 SOH=0 SEE TX						
	Stocking Line: SOH						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 4.0000 09/23/2014 02/20/2015						
031	50805-R-C	EA	4.000	\$.23	\$.20	\$.78	21
	WASHER, FLAT						
	Stocking Line: MTS						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 0.01 LB Total Weight: 0.04 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 7318220000						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 4.0000 09/23/2014 02/20/2015						
032	50804-R-C	EA	2.000	\$.03	\$.03	\$.05	18
	WASHER, FLAT						
	Stocking Line: MTS						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 0.02 LB Total Weight: 0.04 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 7318220000						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 2.0000 09/23/2014 01/29/2015						
033	50069-035F06	EA	4.000	\$4.68	\$3.98	\$15.91	24
	SCREW, CAP-HEX HD METRIC						
	Stocking Line: MTO						



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	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	HARMONIZED TARIFF SCHEDULE CODE: 7318158066						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 4.0000 09/23/2014 03/13/2015						
034	50008-12-C5D	EA	4.000	\$3.47	\$2.95	\$11.80	18
	SCREW, CAP-HEX HD DRILLED						
	Stocking Line: MTS						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 0.12 LB Total Weight: 0.48 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 7318158066						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 4.0000 09/23/2014 01/29/2015						
035	50008-12-C5D	EA	4.000	\$3.47	\$2.95	\$11.80	18
	SCREW, CAP-HEX HD DRILLED						
	Stocking Line: MTS						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 0.12 LB Total Weight: 0.48 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 7318158066						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 4.0000 09/23/2014 01/29/2015						
036	50005-6-C5D	EA	4.000	\$2.73	\$2.32	\$9.28	20
	SCREW, CAP-HEX HD DRILLED						
	Stocking Line: MTS						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 0.81 LB Total Weight: 3.24 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 7318158066						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 4.0000 09/23/2014 02/14/2015						
037	50004-06-C5D	EA	2.000	\$1.81	\$1.54	\$3.08	20
	SCREW, CAP-HEX HD DRILLED, SOH=0, PN 50004-6-C5D						



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	Stocking Line: SOH Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.01 Total Weight: 0.02 HARMONIZED TARIFF SCHEDULE CODE: 7318158066 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 02/11/2015						
038	50003-14-C5D SCREW,CAP HEX 10-24 Stocking Line: MTSS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.12 LB Total Weight: 0.48 LB HARMONIZED TARIFF SCHEDULE CODE: 7318158066 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/23/2014 02/20/2015	EA	4.000	\$9.43	\$8.02	\$32.06	21
039	98692-2 BREATH-ER,DRAIN,EEExe,(BRASS),IP66 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.15 LB Total Weight: 0.15 LB HARMONIZED TARIFF SCHEDULE CODE: 8421990080 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 02/03/2015	EA	1.000	\$278.00	\$236.30	\$236.30	19
041	123076-11-30 LAMP UNIT Stocking Line: MTO Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Del# Quantity Required Date Promise Date 0001 6.0000 09/23/2014 04/03/2015	EA	6.000	\$254.00	\$215.90	\$1,295.40	27
042	96371+30 SCREW,CAP,FLAT-HEAD Stocking Line: MTS	EA	4.000	\$.23	\$.20	\$.78	22



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	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: < 0.01 LB Total Weight: 0.04 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 7318158045						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 4.0000 09/23/2014 02/27/2015						
043	86392	EA	1.000	\$236.00	\$200.60	\$200.60	20
	TERMINAL,ASSY,MOTOR,INSTRUMENT						
	Stocking Line: MTS						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 1.42 LB Total Weight: 1.42 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 8535908020						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 1.0000 09/23/2014 02/14/2015						
044	86391	EA	1.000	\$210.00	\$178.50	\$178.50	20
	TERMINAL,ASSY,MOTOR,INSTRUMENT						
	Stocking Line: MTS						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 1.30 LB Total Weight: 1.30 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 8535908020						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 1.0000 09/23/2014 02/14/2015						
045	79139	EA	1.000	\$38.00	\$32.30	\$32.30	STOCK
	O-RING,9.50ID*SCD*						
	Stocking Line: MTS						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: < 0.01 LB Total Weight: 0.01 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 4016935010						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 1.0000 09/23/2014 01/29/2015						
046	50903-C	EA	4.000	\$.05	\$.04	\$.17	21



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	WASHER, LOCK-REGULAR, # 10 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: < 0.01 LB Total Weight: 0.04 LB HARMONIZED TARIFF SCHEDULE CODE: 7318210030 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/23/2014 02/19/2015						
047	55810-4-CA SCREW, MACH-PAN HD Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: < 0.01 LB Total Weight: 0.04 LB HARMONIZED TARIFF SCHEDULE CODE: 7318158085 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/23/2014 02/27/2015	EA	4.000	\$6.83	\$5.81	\$23.22	22
048	78916 NUT, FIXING*SCD* Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.03 LB Total Weight: 0.12 LB HARMONIZED TARIFF SCHEDULE CODE: 7318160085 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/23/2014 03/06/2015	EA	4.000	\$1.54	\$1.31	\$5.24	23
049	78927 RAIL, SUPPORT Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.23 LB Total Weight: 0.92 LB HARMONIZED TARIFF SCHEDULE CODE: 8431438060 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/23/2014 02/14/2015	EA	4.000	\$157.00	\$133.45	\$533.80	20



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050	53000-12-S PLUG, EXT PIPE-CTSK HEX Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.09 LB Total Weight: 0.27 LB HARMONIZED TARIFF SCHEDULE CODE: 7307995060 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 3.0000 09/23/2014 02/14/2015	EA	3.000	\$16.00	\$13.60	\$40.80	20
051	53000-8-S PLUG, EXT PIPE-CTSK HEX Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.06 LB Total Weight: 0.48 LB HARMONIZED TARIFF SCHEDULE CODE: 7307995060 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 8.0000 09/23/2014 02/14/2015	EA	8.000	\$11.50	\$9.78	\$78.20	20
052	Z6001-CAN LOCKWIRE, .051 DIA Delivery from US: 143 FT = 1 CAN Delivery from UK: 150 FT = 1 CAN Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 1.07 LB Total Weight: 4.28 LB HARMONIZED TARIFF SCHEDULE CODE: 7312109030 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/23/2014 01/29/2015	CN	4.000	\$30.80	\$26.18	\$104.72	18
053	116491 TUBE,ASSY Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.25 LB Total Weight: 0.25 LB	EA	1.000	\$354.00	\$300.90	\$300.90	20



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	HARMONIZED TARIFF SCHEDULE CODE: 4009220050 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 02/14/2015						
054	56509-8-S VBJ Nut Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.06 LB Total Weight: 0.06 LB HARMONIZED TARIFF SCHEDULE CODE: 7318160085 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 02/14/2015	EA	1.000	\$1.80	\$1.53	\$1.53	20
055	51806-C Flexloc nut 3/8 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.02 LB Total Weight: 0.02 LB HARMONIZED TARIFF SCHEDULE CODE: 7318160085 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 01/27/2015	EA	1.000	\$1.55	\$1.32	\$1.32	18
056	50908-C Lockwasher replaces 939352-62 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.01 LB Total Weight: 0.08 LB HARMONIZED TARIFF SCHEDULE CODE: 7318210030 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 8.0000 09/23/2014 01/29/2015	EA	8.000	\$.11	\$.09	\$.75	18
057	50008-14-C5D SCREW, CAP-HEX HD DRILLED Stocking Line: MTS	EA	4.000	\$3.50	\$2.98	\$11.90	STOCK



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	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 0.11 LB Total Weight: 0.44 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 7318158066						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 4.0000 09/23/2014 01/29/2015						
058	50008-12-C5D	EA	4.000	\$3.47	\$2.95	\$11.80	18
	SCREW, CAP-HEX HD DRILLED						
	Stocking Line: MTS						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 0.12 LB Total Weight: 0.48 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 7318158066						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 4.0000 09/23/2014 01/29/2015						
059	50006-16-C5	EA	1.000	\$.69	\$.59	\$.59	20
	SCREW, CAP-HEX HD (UNC)						
	Stocking Line: MTS						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 0.01 LB Total Weight: 0.01 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 7318158066						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 1.0000 09/23/2014 02/12/2015						
060	56516-8-4-S	EA	1.000	\$9.16	\$7.79	\$7.79	20
	Reducer, Tube End						
	Stocking Line: MTS						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: < 0.01 LB Total Weight: 0.01 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 7307995045						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 1.0000 09/23/2014 02/08/2015						
061	56700-12-8-S	EA	2.000	\$6.01	\$5.11	\$10.22	20



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Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
	<i>Reducing Bushing 3/4 x 124</i> Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.15 LB Total Weight: 0.30 LB HARMONIZED TARIFF SCHEDULE CODE: 7307995045 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 02/12/2015						
062	56533-8-8-S <i>Tee, external Pipe</i> Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.33 LB Total Weight: 0.33 LB HARMONIZED TARIFF SCHEDULE CODE: 7307995060 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 02/12/2015	EA	1.000	\$21.00	\$17.85	\$17.85	20
063	56702-8-8-S <i>Elbow, 90 Deg-Ext Pipe</i> Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.28 LB Total Weight: 0.28 LB HARMONIZED TARIFF SCHEDULE CODE: 7307929000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 02/14/2015	EA	1.000	\$12.00	\$10.20	\$10.20	20
064	56506-8-8-S <i>90 Degrees Male Elbow</i> <i>1/2 MP - 1/2 JIC</i> Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.25 LB Total Weight: 0.75 LB HARMONIZED TARIFF SCHEDULE CODE: 7307225000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date	EA	3.000	\$14.48	\$12.31	\$36.92	20



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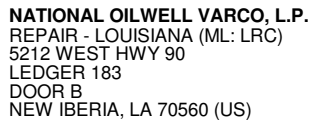
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Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
	0001 3.0000 09/23/2014 02/12/2015						
065	56506-8-4-S Elbow 90 Deg-Ext/37 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.10 LB Total Weight: 0.20 LB HARMONIZED TARIFF SCHEDULE CODE: 7307929000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 02/14/2015	EA	2.000	\$22.50	\$19.13	\$38.25	20
066	56701-8-8-S ADAPTER, PIPE EXT/INT Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.13 LB Total Weight: 0.13 LB HARMONIZED TARIFF SCHEDULE CODE: 7307995045 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 02/12/2015	EA	1.000	\$5.26	\$4.47	\$4.47	20
067	56549-8-8-S CONN, INT PIPE/SWVL Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.24 LB Total Weight: 0.24 LB HARMONIZED TARIFF SCHEDULE CODE: 7307995060 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 02/14/2015	EA	1.000	\$13.00	\$11.05	\$11.05	20
068	56501-12-8-S Conn Ext/ 37 Deg Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.21 LB Total Weight: 0.21 LB HARMONIZED TARIFF SCHEDULE CODE: 7307995060	EA	1.000	\$9.66	\$8.21	\$8.21	20





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	Unit Weight: 1.00 LB Total Weight: 1.00 LB HARMONIZED TARIFF SCHEDULE CODE: 8481400000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 02/12/2015						
073	10743+50	EA	2.000	\$29.00	\$23.20	\$46.40	19
	MUFFLER CONTROL VALVE 1/2 Stocking Line: MTS Line Discount: 20.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.15 LB Total Weight: 0.31 LB HARMONIZED TARIFF SCHEDULE CODE: 8481100090 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 02/06/2015						
074	30156633-1	EA	2.000	\$179.00	\$152.15	\$304.30	20
	ELEMENT, 20 MICRO Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 1.63 LB Total Weight: 3.26 LB HARMONIZED TARIFF SCHEDULE CODE: 8421990080 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 02/14/2015						
077	78725-05	EA	12.000	\$.46	\$.39	\$4.69	20
	TDS WIRE FERRULE BLUE Stocking Line: MTS Line Discount: 15.00% Country of Origin: GERMANY Unit Weight: < 0.01 LB Total Weight: 0.12 LB HARMONIZED TARIFF SCHEDULE CODE: 8536904000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 12.0000 09/23/2014 02/14/2015						
078	78725-04	EA	6.000	\$.11	\$.09	\$.56	18
	TDS WIRE FERRULE RED Stocking Line: MTS						



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	Line Discount: 15.00%						
	Country of Origin: GERMANY						
	Unit Weight: < 0.01 LB Total Weight: 0.06 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 8536904000						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 6.0000 09/23/2014 01/27/2015						
079	91568-24	EA	2.000	\$109.00	\$92.65	\$185.30	20
	TP RELAY,24VDC						
	Stocking Line: MTS						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 0.10 LB Total Weight: 0.20 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 8536410005						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 2.0000 09/23/2014 02/14/2015						
080	30156237-24	EA	4.000	\$477.00	\$405.45	\$1,621.80	21
	BARRIER, XMER ISOLATED (RELAY OUTPUT)P&F						
	Stocking Line: MTO						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 0.37 LB Total Weight: 1.46 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 8536509065						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 4.0000 09/23/2014 02/20/2015						
081	85046-3	EA	1.000	\$9.45	\$8.03	\$8.03	21
	BAR,BRIDGE,FIXED,PHM1						
	Stocking Line: MTO						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: < 0.01 LB Total Weight: 0.01 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 8431438060						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 1.0000 09/23/2014 02/20/2015						
082	85038-EX-2.5	EA	9.000	\$3.00	\$2.55	\$22.95	20



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	SCREW CLAMP, TERM BLOCK UK 2.5 N GRAY Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.08 LB Total Weight: 0.72 LB HARMONIZED TARIFF SCHEDULE CODE: 7326908588 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 9.0000 09/23/2014 02/14/2015						
083	79218-7 TERMINAL BLOCK BASEEFA Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: < 0.01 LB Total Weight: 0.60 LB HARMONIZED TARIFF SCHEDULE CODE: 8536904000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 60.0000 09/23/2014 03/06/2015	EA	60.000	\$3.58	\$3.04	\$182.58	23
084	56600-20-16 BUSHING, REDUCER, 1 1/4" - 1" Stocking Line: MTO Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.08 LB Total Weight: 0.08 LB HARMONIZED TARIFF SCHEDULE CODE: 8483308090 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/24/2014 02/20/2015	EA	1.000	\$6.30	\$5.35	\$5.35	21
085	53916-G NIPPLE, CLOSE Stocking Line: MTS Line Discount: 15.00% Country of Origin: CHINA Unit Weight: 0.14 LB Total Weight: 0.28 LB HARMONIZED TARIFF SCHEDULE CODE: 7307995015 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/24/2014 03/06/2015	EA	2.000	\$2.33	\$1.98	\$3.96	23



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Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
086	56611-16 ELBOW,45 DEG, INT.ELCTRCL Stocking Line: MTO Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA HARMONIZED TARIFF SCHEDULE CODE: 7307995045 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/24/2014 02/20/2015	EA	1.000	\$35.00	\$29.75	\$29.75	21
087	73467 J-BOX,3-WAY,1.0NPT*SCD* Stocking Line: MTO Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 2.69 LB Total Weight: 2.69 LB HARMONIZED TARIFF SCHEDULE CODE: 8536908030 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/24/2014 02/27/2015	EA	1.000	\$116.00	\$98.60	\$98.60	22
088	86625-03 Gland Cable Stocking Line: SOH Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 1.25 LB Total Weight: 2.50 LB HARMONIZED TARIFF SCHEDULE CODE: 7326908588 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/24/2014 02/18/2015	EA	2.000	\$109.00	\$92.65	\$185.30	21
089	96951-7 HEAT SHRINK TUBING 2"ID Stocking Line: CBL Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.15 LB Total Weight: 1.50 LB HARMONIZED TARIFF SCHEDULE CODE: 4009110000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date	FT	10.000	\$12.50	\$10.63	\$106.25	23



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	0001 10.0000 09/24/2014 03/02/2015						
090	78317-50 TDS LOCKNUT 50 MM Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.08 LB Total Weight: 0.48 LB HARMONIZED TARIFF SCHEDULE CODE: 7318160085 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 6.0000 09/24/2014 02/12/2015	EA	6.000	\$16.97	\$14.43	\$86.55	20
091	86872-50-S WASHER, LOCKING STAR Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.07 LB Total Weight: 0.39 LB HARMONIZED TARIFF SCHEDULE CODE: 7318210090 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 6.0000 09/24/2014 02/16/2015	EA	6.000	\$38.00	\$32.30	\$193.80	21
092	86871-50 TDS NYLON WASHER 50MM Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.01 LB Total Weight: 0.06 LB HARMONIZED TARIFF SCHEDULE CODE: 3926904590 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 6.0000 09/24/2014 02/09/2015	EA	6.000	\$4.95	\$4.21	\$25.24	20
093	50806-R-C WASHER, FLAT .063 THICK. Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.19 LB Total Weight: 0.74 LB HARMONIZED TARIFF SCHEDULE CODE: 7318220000	EA	4.000	\$.22	\$.19	\$.75	18

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	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del#	Quantity	Required Date	Promise Date			
	0001	4.0000	09/24/2014	01/29/2015			
094	50906-C	EA	4.000	\$.05	\$.04	\$.15	18
	Lockwasher, 3/8, Cad Plated Steel.						
	Note: Replaces Part Number 50906.						
	Stocking Line: MTS						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 0.01 LB Total Weight: 0.04 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 7318210030						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del#	Quantity	Required Date	Promise Date			
	0001	4.0000	09/24/2014	01/29/2015			
095	50006-8-C5D	EA	4.000	\$4.04	\$3.44	\$13.74	18
	SCREW, CAP-HEX HD DRILLED						
	Stocking Line: MTS						
	Line Discount: 15.00%						
	Country of Origin: TAIWAN, PROVINCE OF CHINA						
	Unit Weight: 0.10 LB Total Weight: 0.40 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 7318158066						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del#	Quantity	Required Date	Promise Date			
	0001	4.0000	09/24/2014	01/29/2015			
097	83444-11	EA	2.000	\$317.00	\$269.45	\$538.90	20
	Stocking Line: MTO						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 2.39 LB Total Weight: 4.78 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 8547900040						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del#	Quantity	Required Date	Promise Date			
	0001	2.0000	09/24/2014	02/12/2015			
098	50912-C	EA	4.000	\$.23	\$.20	\$.78	20
	Spring Lockwasher 3/4						
	Stocking Line: MTS						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						



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	Unit Weight: 0.04 LB Total Weight: 0.16 LB HARMONIZED TARIFF SCHEDULE CODE: 7318210030 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/24/2014 02/08/2015						
099	50012-16-C5D SCREW, CAP-HEX HD DRILLED Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.26 LB Total Weight: 1.02 LB HARMONIZED TARIFF SCHEDULE CODE: 7318158066 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/24/2014 02/14/2015	EA	4.000	\$4.81	\$4.09	\$16.35	20
100	82598-20 PHM-1 PLUG, STOPPING Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.07 LB Total Weight: 0.28 LB HARMONIZED TARIFF SCHEDULE CODE: 7307995045 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/24/2014 02/14/2015	EA	4.000	\$6.32	\$5.37	\$21.49	20
101	50004-4-C5D SCREW, CAP-HEX HD DR Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.06 LB Total Weight: 0.12 LB HARMONIZED TARIFF SCHEDULE CODE: 7318158066 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/24/2014 01/29/2015	EA	2.000	\$2.10	\$1.79	\$3.57	18
102	56625-1.5-07 Varco BJ 7 Conductor electric Cable	FT	15.000	\$8.26	\$7.02	\$105.31	STOCK



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	Stocking Line: CBL Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.39 LB Total Weight: 5.90 LB HARMONIZED TARIFF SCHEDULE CODE: 8544429000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 15.0000 09/24/2014 01/29/2015						
103	84882	EA	2.000	\$397.00	\$337.45	\$674.90	21
	SENSOR,PROXIMITY Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.57 LB Total Weight: 1.13 LB HARMONIZED TARIFF SCHEDULE CODE: 8536507000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/24/2014 02/20/2015						
104	86872-25-S	EA	1.000	\$8.74	\$7.43	\$7.43	18
	INT/STAR LOKWASH 25MM SS Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.08 LB Total Weight: 0.08 LB HARMONIZED TARIFF SCHEDULE CODE: 7318210090 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/24/2014 01/29/2015						
105	86871-25	EA	1.000	\$1.83	\$1.56	\$1.56	STOCK
	TDS NYLON WASHER 25MM Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.01 LB Total Weight: 0.01 LB HARMONIZED TARIFF SCHEDULE CODE: 3926904590 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/24/2014 01/27/2015						



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106	78317-25 TDS LOCKNUT 25 MM Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: < 0.01 LB Total Weight: 0.01 LB HARMONIZED TARIFF SCHEDULE CODE: 7318160085 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/24/2014 01/27/2015	EA	1.000	\$4.90	\$4.16	\$4.16	18
107	78317-20 TDS LOCKNUT 20 MM Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.02 LB Total Weight: 0.36 LB HARMONIZED TARIFF SCHEDULE CODE: 7318160085 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 18.0000 09/24/2014 03/10/2015	EA	18.000	\$4.90	\$4.17	\$74.97	24
108	86872-20-S INT/STAR LOKWASH 20MM STAINLESS STEEL Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.04 LB Total Weight: 0.56 LB HARMONIZED TARIFF SCHEDULE CODE: 7318210090 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 14.0000 09/24/2014 02/16/2015	EA	14.000	\$2.95	\$2.51	\$35.10	21
109	86871-20 TDS NYLON WASHER 20MM Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: < 0.01 LB Total Weight: 0.19 LB HARMONIZED TARIFF SCHEDULE CODE: 3926904590 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date	EA	19.000	\$1.43	\$1.22	\$23.09	18



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	0001 19.0000 09/24/2014 01/27/2015						
114	78725-09 TDS WIRE FERRULE GREEN Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.02 LB Total Weight: 0.40 LB HARMONIZED TARIFF SCHEDULE CODE: 7419995050 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 20.0000 09/24/2014 02/18/2015	EA	20.000	\$.25	\$.21	\$4.25	21
115	78725-08 TDS WIRE FERRULE IVORY Stocking Line: MTSS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: < 0.01 LB Total Weight: 0.20 LB HARMONIZED TARIFF SCHEDULE CODE: 7419995050 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 20.0000 09/24/2014 02/14/2015	EA	20.000	\$.72	\$.61	\$12.24	20
116	78725-07 TDS WIRE FERRULE BLACK Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.01 LB Total Weight: 0.20 LB HARMONIZED TARIFF SCHEDULE CODE: 7419995050 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 20.0000 09/24/2014 02/14/2015	EA	20.000	\$.72	\$.61	\$12.24	20
117	78725-03 TDS WIRE FERRULE YELLOW Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.01 LB Total Weight: 0.20 LB HARMONIZED TARIFF SCHEDULE CODE: 8536904000	EA	20.000	\$.84	\$.71	\$14.28	24



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	Unit Weight: 0.08 LB Total Weight: 0.23 LB HARMONIZED TARIFF SCHEDULE CODE: 7318160030 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 3.0000 09/24/2014 02/14/2015						
125	50004-4-S	EA	3.000	\$1.40	\$1.19	\$3.57	19
	SCREW, CAP-HEX HD (UNC-2A) Stocking Line: MTO Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: < 0.01 LB Total Weight: 0.03 LB HARMONIZED TARIFF SCHEDULE CODE: 7318158055 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 3.0000 09/24/2014 02/03/2015						
126	56609-25	EA	7.000	\$.98	\$.83	\$5.83	21
	TERM,WIRE-RING 12-10 1/4" Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.02 LB Total Weight: 0.11 LB HARMONIZED TARIFF SCHEDULE CODE: 8547900040 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 7.0000 09/24/2014 02/19/2015						
127	55003-3-S	EA	8.000	\$.67	\$.57	\$4.56	21
	SCREW, CAP-HEX Stocking Line: MTO Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA HARMONIZED TARIFF SCHEDULE CODE: 7318158066 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 8.0000 09/24/2014 02/20/2015						
128	51903-S	EA	8.000	\$1.58	\$1.34	\$10.74	21
	NUT,HEX-SLFLKG (UNF) Stocking Line: MTO Line Discount: 15.00%						



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	Country of Origin: UNITED STATES OF AMERICA Unit Weight: < 0.01 LB Total Weight: 0.08 LB HARMONIZED TARIFF SCHEDULE CODE: 7318160030 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 8.0000 09/24/2014 02/20/2015						
129	56609-05	EA	2.000	\$.74	\$.63	\$1.26	21
	TERM, WIRE-RING 22-16 1/4/" Stocking Line: MTO Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA HARMONIZED TARIFF SCHEDULE CODE: 8535908060 Del# Quantity Required Date Promise Date 0001 2.0000 09/24/2014 02/20/2015						
130	56609-11	EA	2.000	\$.72	\$.61	\$1.22	20
	TERM, WIRE-RING 16-14 #10 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: < 0.01 LB Total Weight: 0.02 LB HARMONIZED TARIFF SCHEDULE CODE: 8547900040 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/24/2014 02/14/2015						
131	56609-04	EA	8.000	\$.65	\$.55	\$4.42	21
	TERM, WIRE RING 22-19 #10 Stocking Line: MTO Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA HARMONIZED TARIFF SCHEDULE CODE: 8535908060 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 8.0000 09/24/2014 02/20/2015						
132	56609-24	EA	6.000	\$1.05	\$.89	\$5.35	22
	TERM, WIRE RING Stocking Line: MTO Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA						



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136	50005-10-C5D SCREW, CAP-HEX HD DRILLED Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.03 LB Total Weight: 0.12 LB HARMONIZED TARIFF SCHEDULE CODE: 7318158066 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/24/2014 02/14/2015	EA	4.000	\$5.03	\$4.28	\$17.10	20
137	50908-C Lockwasher replaces 939352-62 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.01 LB Total Weight: 0.11 LB HARMONIZED TARIFF SCHEDULE CODE: 7318210030 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 11.0000 09/24/2014 01/29/2015	EA	11.000	\$.11	\$.09	\$1.03	18
138	50906-C Lockwasher, 3/8, Cad Plated Steel. Note: Replaces Part Number 50906. Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.01 LB Total Weight: 0.10 LB HARMONIZED TARIFF SCHEDULE CODE: 7318210030 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 10.0000 09/24/2014 01/29/2015	EA	10.000	\$.04	\$.04	\$.37	18
139	50904-C Lockwasher, 1/4" Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: < 0.01 LB Total Weight: 0.24 LB	EA	24.000	\$.05	\$.04	\$1.02	20



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	HARMONIZED TARIFF SCHEDULE CODE: 7318210030 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 24.0000 09/24/2014 02/14/2015						
140	50008-10-C5D SCREW, CAP-HEX HD DRILLED Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.10 LB Total Weight: 0.80 LB HARMONIZED TARIFF SCHEDULE CODE: 7318158066 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 8.0000 09/24/2014 01/29/2015	EA	8.000	\$3.28	\$2.79	\$22.30	18
141	56600-16-12 BUSHING, REDUCER 1 - 3/4 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.10 LB Total Weight: 0.80 LB HARMONIZED TARIFF SCHEDULE CODE: 7307995060 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 8.0000 09/24/2014 02/14/2015	EA	8.000	\$3.35	\$2.85	\$22.78	20
142	56600-12-8 BUSHING, REDUCER 3/4" - 1/2 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.07 LB Total Weight: 1.40 LB HARMONIZED TARIFF SCHEDULE CODE: 8483308090 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 20.0000 09/24/2014 02/12/2015	EA	20.000	\$1.81	\$1.54	\$30.77	20
143	50006-11-C5D SCREW, CAP-HEX HD (UNC) Stocking Line: MTS Line Discount: 15.00%	EA	10.000	\$5.13	\$4.36	\$43.60	20



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	Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.05 LB Total Weight: 0.50 LB HARMONIZED TARIFF SCHEDULE CODE: 7318158066 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 10.0000 09/24/2014 02/12/2015						
144	50008-16-C5D	EA	3.000	\$3.50	\$2.97	\$8.92	18
	SCREW, CAP-HEX HD DRILLED Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.13 LB Total Weight: 0.39 LB HARMONIZED TARIFF SCHEDULE CODE: 7318158066 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 3.0000 09/24/2014 01/29/2015						
145	50004-6-C5D	EA	24.000	\$3.39	\$2.88	\$69.16	20
	SCREW, CAP-HEX HD DR Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.04 LB Total Weight: 0.96 LB HARMONIZED TARIFF SCHEDULE CODE: 7318158066 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 24.0000 09/24/2014 02/14/2015						
146	56604-16	EA	2.000	\$40.00	\$34.00	\$68.00	22
	ELBOW, CAPPED HUB SIZE 1" (NPT) Stocking Line: MTO Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA HARMONIZED TARIFF SCHEDULE CODE: 7307225000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/24/2014 02/27/2015						
147	56604-12	EA	14.000	\$36.40	\$30.94	\$433.16	20
	ELBOW, CAPPED HUB SIZE 3/4 (NPT) Stocking Line: MTS						



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	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 0.73 LB Total Weight: 10.22 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 7609000000						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 14.0000 09/24/2014 02/14/2015						
148	53908-G	EA	20.000	\$1.80	\$1.53	\$30.60	26
	NIPPLE, CLOSE						
	Stocking Line: MTS						
	Line Discount: 15.00%						
	Country of Origin: CHINA						
	Unit Weight: 0.02 LB Total Weight: 0.40 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 7307995015						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 20.0000 09/24/2014 03/27/2015						
149	86625-03	EA	8.000	\$109.00	\$92.65	\$741.20	20
	Gland Cable						
	Stocking Line: SOH						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 1.25 LB Total Weight: 10.00 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 7326908588						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 8.0000 09/24/2014 02/13/2015						
150	56608-01	EA	2.000	\$15.30	\$13.01	\$26.01	20
	CA CONN 1/2" .125 - .250						
	Stocking Line: MTS						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 0.20 LB Total Weight: 0.40 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 7307995045						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 2.0000 09/24/2014 02/12/2015						
151	86625-02	EA	46.000	\$66.40	\$56.44	\$2,596.24	24



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Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
	Varco BJ Gland, cable jacketed u.l. 3/4" npt Stocking Line: SOH Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.70 LB Total Weight: 32.20 LB HARMONIZED TARIFF SCHEDULE CODE: 7412200045 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 46.0000 09/24/2014 03/13/2015						
152	56606-12 HP ELBOW E/P 3/4 NPT Stocking Line: MTSS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.53 LB Total Weight: 1.06 LB HARMONIZED TARIFF SCHEDULE CODE: 7307225000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/24/2014 02/20/2015	EA	2.000	\$28.00	\$23.80	\$47.60	21
153	56625-6.0-04 CABLE, SHPBD MLTCR IEC92-3 *See Text* Stocking Line: CBL Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 1.81 LB Total Weight: 54.42 LB HARMONIZED TARIFF SCHEDULE CODE: 8544604000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 30.0000 09/24/2014 01/29/2015	FT	30.000	\$8.59	\$7.30	\$219.04	STOCK
154	56625-1.5-03 Varco BJ Cable Stocking Line: CBL Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.27 LB Total Weight: 60.98 LB HARMONIZED TARIFF SCHEDULE CODE: 8544604000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date	FT	225.000	\$5.25	\$4.46	\$1,004.06	32



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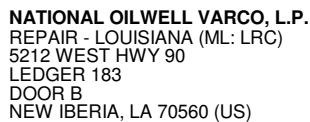
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	0001 225.0000 09/24/2014 05/04/2015						
155	56625-2.5-04 CABLE EXANE 4 CONDUCTOR 2.5 SQ MM Stocking Line: CBL Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.36 LB Total Weight: 3.59 LB HARMONIZED TARIFF SCHEDULE CODE: 8544429000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 10.0000 09/24/2014 06/02/2015	FT	10.000	\$7.47	\$6.35	\$63.49	36
156	56626-03 CABLE,SHPBD T/SPR IEC92-3 Stocking Line: CBL Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.54 LB Total Weight: 16.20 LB HARMONIZED TARIFF SCHEDULE CODE: 8544429000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 30.0000 09/24/2014 01/29/2015	FT	30.000	\$8.84	\$7.51	\$225.42	STOCK
157	56627-03 CABLE,SHPBD,3TSP,IS(BLUE)*See Text* Stocking Line: CBL Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.70 LB Total Weight: 10.50 LB HARMONIZED TARIFF SCHEDULE CODE: 8544429000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 15.0000 09/24/2014 01/29/2015	FT	15.000	\$9.65	\$8.20	\$123.04	STOCK
158	87541 SWTCH,CONTROL,PRESSURE Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 10.00 LB Total Weight: 10.00 LB HARMONIZED TARIFF SCHEDULE CODE: 8536509065	EA	1.000	\$830.00	\$705.50	\$705.50	20



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Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
	Unit Weight: 7.65 LB Total Weight: 7.65 LB HARMONIZED TARIFF SCHEDULE CODE: 8536509065 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/24/2014 02/12/2015						
163	93939+30 SENSOR, PROXIMITY Stocking Line: MTS Line Discount: 15.00% Country of Origin: SINGAPORE Unit Weight: 0.18 LB Total Weight: 0.54 LB HARMONIZED TARIFF SCHEDULE CODE: 8536507000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 3.0000 09/24/2014 02/12/2015	EA	3.000	\$757.00	\$643.45	\$1,930.35	20
164	M614002913-09 GLAND,M25x1.5,EX,ARMORED-CABLE,NON-POTD Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA HARMONIZED TARIFF SCHEDULE CODE: 8547900040 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/24/2014 01/27/2015	EA	1.000	\$72.25	\$61.41	\$61.41	STOCK
165	M614002913-09 GLAND,M25x1.5,EX,ARMORED-CABLE,NON-POTD Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA HARMONIZED TARIFF SCHEDULE CODE: 8547900040 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/24/2014 01/27/2015	EA	2.000	\$72.25	\$61.41	\$122.82	STOCK
166	M614002989-03 GLAND, M20, ARMORED, POTD Stocking Line: MTS Line Discount: 15.00% Country of Origin: GREAT BRITAIN	EA	4.000	\$40.90	\$34.77	\$139.06	20



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Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
	Unit Weight: 0.54 LB Total Weight: 2.15 LB HARMONIZED TARIFF SCHEDULE CODE: 8547900010 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/24/2014 02/12/2015						
167	M614002913-09	EA	1.000	\$72.25	\$61.41	\$61.41	STOCK
	GLAND,M25x1.5,EX,ARMORED-CABLE,NON-POTD Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA HARMONIZED TARIFF SCHEDULE CODE: 8547900040 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/24/2014 01/27/2015						
168	M614002989-04	EA	1.000	\$37.70	\$32.04	\$32.04	20
	GLAND, 1/2" NPT, ARMORED, POTD Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA HARMONIZED TARIFF SCHEDULE CODE: 8536904000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/24/2014 02/12/2015						
169	M614002913-05	EA	3.000	\$50.00	\$42.50	\$127.50	STOCK
	GLAND,M20x1.5,EX,ARMORED-CABLE,NON-POTD Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.50 LB Total Weight: 1.50 LB HARMONIZED TARIFF SCHEDULE CODE: 8547900040 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 3.0000 09/24/2014 01/27/2015						
170	M614003206-13	EA	4.000	\$319.00	\$271.15	\$1,084.60	31
	GLAND,M50X1.5 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA						



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Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
	Unit Weight: 1.96 LB Total Weight: 7.84 LB HARMONIZED TARIFF SCHEDULE CODE: 7419995050 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/24/2014 05/01/2015						
171	M614002913-03	EA	12.000	\$40.50	\$34.43	\$413.10	18
	GLAND,M20x1.5,EX,ARMORED-CABLE,NON-POTD Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.37 LB Total Weight: 4.38 LB HARMONIZED TARIFF SCHEDULE CODE: 8547900010 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 12.0000 09/24/2014 01/27/2015						
172	M614002958-03	EA	3.000	\$16.90	\$14.36	\$43.09	20
	GLAND,M20x1.5,EX,NON-ARMR-CABLE,NON-POTD Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA HARMONIZED TARIFF SCHEDULE CODE: 8547900030 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 3.0000 09/24/2014 02/12/2015						
173	M614002913-09	EA	1.000	\$72.25	\$61.41	\$61.41	STOCK
	GLAND,M25x1.5,EX,ARMORED-CABLE,NON-POTD Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA HARMONIZED TARIFF SCHEDULE CODE: 8547900040 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/24/2014 01/27/2015						
174	M614002989-05	EA	3.000	\$43.00	\$36.55	\$109.65	20
	GLAND,M20,ARMORED,POTD Stocking Line: MTS Line Discount: 15.00% Country of Origin: GREAT BRITAIN						



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Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
	Unit Weight: 0.55 LB Total Weight: 1.66 LB HARMONIZED TARIFF SCHEDULE CODE: 8547900030 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 3.0000 09/24/2014 02/12/2015						
175	84514-16-1 <i>THIS PART IS ONLY SOLD IN SPOOLS OF 200'</i> Stocking Line: MTO Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.13 LB Total Weight: 26.00 LB HARMONIZED TARIFF SCHEDULE CODE: 3921905050 Del# Quantity Required Date Promise Date 0001 200.0000 09/24/2014 02/13/2015	FT	200.000	\$3.22	\$2.74	\$547.40	20
176	84514-06-1 <i>THIS PART IS ONLY SOLD IN SPOOLS OF 500'</i> Stocking Line: MTO Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA HARMONIZED TARIFF SCHEDULE CODE: 3917320050 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 500.0000 09/24/2014 02/13/2015	FT	500.000	\$2.31	\$1.96	\$981.75	20
177	85986-U16 SOLENOID VALVE ASY 120V/60Hz Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 6.00 LB Total Weight: 36.00 LB HARMONIZED TARIFF SCHEDULE CODE: 8481809005 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 6.0000 09/24/2014 02/12/2015	EA	6.000	\$604.00	\$513.40	\$3,080.40	20
Sub-Total						\$38,799.28	

Total Sales Quote Acknowledgement DR515023-5 Rev 3: \$38,799.28



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Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
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"DISCLAIMER: All ECCN and HTS classification information received from National Oilwell Varco (NOV) is for informational purposes only and shall not be construed as NOV's representation, certification or warranty regarding the proper classification. Use of such classification information is at the Buyer's sole risk and without recourse to NOV. The Buyer is responsible for determining the correct classifications of all items prior to export and Buyer shall make its own export licensing determinations."

NOTES

This quotation is subject to NOV's Terms & Conditions and is valid for a period of 45 days from the date of this quotation. NOV Rig Solution Spares will supply a Certificate of Conformance on all orders and Standard Certification on all serial controlled equipment. However, if you require third party inspection and/or testing procedures (such as DNV, SR2 or SR3) which are beyond the scope of our standard specifications, requirements must be stipulated at time of purchase and any resulting additional costs will be borne by the buyer. The buyer shall be responsible for retaining the services of, and compensating, the third party inspection agency of their choice. Ultimate destination of material must be stated before acceptance of the order. Any re-exportation of this material contrary to United States law is prohibited.

All prices quoted are Ex-works.

Please note the following definitions:

MTS: Make to stock; standard stock items.

ESP: Critical items; insurance parts intended for rig down or urgent situations.

MTO: Make to order, non-stock, special order; non-returnable.

All deliveries quoted are in WEEKS and will apply against the receipt of your firm order, acceptable to NOV, and subject to prior sale.

Ex-works point: Spares Distribution Center, Houston, Texas or New Iberia, Louisiana, USA.;
UNLESS OTHERWISE NOTED IN HEADER TEXT

The lead times quoted are ERP system generated based on current availability and will be confirmed upon receipt of order. Please contact your local NOV Representative if quoted lead times are not satisfactory or if you have any other questions.

Thank you for your inquiry.

We appreciate your business.

End of Sales Quote Acknowledgement DR515023-5 Rev 3: TERMS AND CONDITIONS following this page.

NATIONAL OILWELL VARCO, L.P. AND ITS AFFILIATES
TERMS AND CONDITIONS FOR THE PROVISION OF EQUIPMENT, PARTS, SERVICES OR RENTAL

1. ACCEPTANCE

Orders or other requests, whether oral or written, for the supply or sale of machinery or equipment ("Equipment"), or for the supply or sale of spare or replacement parts ("Parts"), or for the provision of services ("Services"), or for the rental of machinery or equipment ("Rental") to be provided by **National Oilwell Varco, L.P.**, on behalf of itself and its divisions and subsidiaries, or by its affiliates ("Seller") to its customers (each a "Buyer") (the "Order(s)") are subject to Seller's written acceptance by an authorized representative of Seller and any Orders so accepted will be governed by (a) the terms and conditions stated in these Terms and Conditions for provision of Equipment, Parts, Services or Rental (the "Terms and Conditions"); (b) the written proposal submitted by Seller to Buyer ("Proposal"), if any; (c) the written order acknowledgment issued by Seller to Buyer ("Acknowledgment"), if any; and, (d) any change orders identified as such and agreed to in writing by Seller (the Order, Terms and Conditions, Proposal, Acknowledgment, and any such change order, and any such additional terms as agreed to in writing by an authorized representative of Seller collectively referred to herein as the "Agreement"). Buyer's submission of a purchase order (or other similar document) shall be deemed to be an express acceptance of these Terms and Conditions notwithstanding language in Buyer's purchase order (or other similar document) inconsistent herewith, and any inconsistent language in Buyer's purchase order (or other similar document) is hereby rejected. Buyer's purchase order (or other similar document) is incorporated in this Agreement, only to the extent of specifying the nature and description of the Equipment, Parts, Services or Rental and then only to the extent consistent with the Proposal or Acknowledgment. In the event of any conflict between a Proposal and an Acknowledgment, the Acknowledgment shall prevail.

2. PRICES

Prices of Equipment, Parts, Services or Rental shall be as stated in the Proposal or Acknowledgment, or if there is no Proposal or Acknowledgment, as otherwise agreed to in writing by Seller. Unless otherwise specified, all prices contained in a Proposal are valid for thirty (30) days from date of issue of the Proposal. All price quotations are EXW Seller's premises (INCOTERMS 2010), or as agreed per the Proposal or Acknowledgment and are subject to change without notice. Seller bears no responsibility for any consular fees, fees for legalizing invoices, certificates of origin, stamping bills of lading, or other charges required by the laws of any country of destination, or any fines, penalties or interest imposed due to incorrect declarations. Charges will be added for factory preparation and packaging for shipment. Minimum freight and invoice charges in effect at the time of the Order shall apply. If by reason of any act of government, the cost to Seller of performing its obligations hereunder is increased, such increase shall be added to the quoted price.

3. TAXES

Transaction Taxes. In addition to the charges due under this Agreement, the Buyer shall be responsible for, and shall protect, indemnify, defend and save harmless Seller from and against the reporting, filing and payment of any taxes, duties, charges, licenses, or fees (and any related fines, penalties or interest and the like) imposed directly on Buyer as a result of this Agreement and all liabilities, costs, and associated expenses (including lawyers' and experts' fees) which may be incurred in connection therewith. Such taxes, duties, charges, licenses, or fees include but are not limited to any local, state, federal, foreign, or international sales, use, value added tax ("VAT"), goods and services tax ("GST"), rental, import, export, personal property, stamp, excise and like taxes and duties. If Seller pays any such tax, Buyer shall, within thirty (30) days of Seller's demand, reimburse Seller for the tax including interest, fines, and penalties, paid by the Seller. It shall be Buyer's sole obligation after payment to Seller to challenge the applicability of any tax.

Notwithstanding the foregoing, the Buyer shall provide Seller with a copy of all exporting documents and any other documents reasonably requested by Seller to prove or substantiate to the appropriate tax authorities the goods were timely exported.

Withholding Taxes. If Buyer is required by any appropriate government department or agency to withhold compensation due Seller to satisfy any obligation of Seller for taxes due, Buyer shall give at least 30 days' notice to Seller that Buyer will withhold. Buyer agrees to pay on a timely basis the amounts so withheld over to the appropriate government department or agency, on behalf of Seller, and to provide Seller with any tax receipts (originals, if possible) or other reliable evidence of payment issued by such government department or agency within 30 days of the date required for withholding. Buyer shall not withhold compensation due Seller if Seller produces evidence, acceptable to Buyer, that Seller is not subject to the withholding of such taxes. Buyer agrees that it shall not unreasonably withhold such acceptance. Buyer shall reimburse Seller for any taxes withheld for which receipts or other reliable evidence substantiating the remittance of taxes to the appropriate government department or agency are not provided to Seller. Buyer's obligation to deliver to Seller tax receipts or other reliable evidence issued by the taxing authority shall not apply if Buyer establishes to the reasonable satisfaction of Seller that the appropriate government department or agency does not provide such documentation. Notwithstanding the above, if Buyer is required to pay any such taxes or amounts that Buyer believes is directly attributable to Seller, Buyer shall first provide notice to Seller and give Seller an opportunity to intervene to protect its interest before Buyer makes any payment.

Protest Rights. If the Buyer receives any demand or request for payment of any levies, charges, taxes or contributions for which it would seek indemnity or reimbursement from Seller, Buyer shall promptly and timely notify the Seller in writing of such demand or request. "Promptly and timely" as used in this sub clause means that Buyer must notify Seller so that Seller has enough time and a reasonable opportunity to appeal, protest or litigate the levies, charges, taxes or contributions in an appropriate venue. To the extent that Buyer fails to give prompt and timely notice, Seller has no obligation to, and will not, reimburse Buyer for these levies, charges, taxes or contributions. At Seller's request and cost, Buyer shall initiate an appeal, protest or litigation in Buyer's own name if Buyer is the only party that can legally initiate this appeal, protest or litigation. The Buyer shall allow the Seller to control the response to such demand or request and the Buyer shall use its best efforts to appeal against such demand or request. If Buyer is required to pay any levies, charges, taxes or contributions in order to pursue an appeal, protest or litigation, Seller shall reimburse Buyer for that amount promptly upon receipt of a written request from Buyer. Seller shall not be responsible for any compromise made by Buyer without Seller's prior written consent.

Cooperation. Buyer shall cooperate with Seller, and at the request of Seller, Buyer shall use its best efforts to supply to Seller such information (including documentary information) in connection with its activities as may be required by Seller for any of the following purposes:

- a) To enable Seller to comply with the lawful demand or requirement for such information by any appropriate government authority or to ensure that all requirements of the applicable law are being complied with;
- b) To enable Seller to conduct, defend, negotiate or settle any claim arising out of, or in connection with, such activities, whether or not such claim shall have become the subject of arbitration or judicial proceedings;
- c) To enable Seller to make any application (including, but without limitation, any claim for any allowances or relief) or representation in connection with, or to contest any assessment on, or liability of Seller to any taxes, duties, levies, charges and contributions (and any interest or penalties thereon); or
- d) To secure for Seller any beneficial tax treatment and legally minimize any tax obligations in connection with this Agreement.

Seller's request for such information and documents shall allow Buyer a reasonable time to prepare, provide and submit that information requested. The obligations set forth above shall exist for a period of six (6) years commencing with the date of agreement by Buyer of Seller's final statement of account under the Agreement, and the Buyer shall retain and shall procure any subcontractor hereunder to retain, all information and documents in connection with its activities under or pursuant to the Agreement as shall enable the Buyer to comply with the above obligations.

4. PAYMENT TERMS

Unless alternate payment terms are specified and agreed to by Seller in writing, all charges, including applicable packing and transportation costs, billed by Seller are payable within net 30 days of the date of invoice. Seller reserves the right to modify or withdraw credit terms at any time without notice. Unless otherwise specified, all payments are due in the currency specified in Seller's Proposal, Acknowledgment and/or invoice. Interest shall be due from Buyer to Seller on overdue accounts at the maximum rate allowed by law. When partial shipments are made, the goods will be invoiced as shipped and each invoice will be treated as a separate account and be payable accordingly. Payment for goods is due whether or not technical documentation and/or any third party certifications are complete at the time of shipment. Seller shall be entitled to recover all reasonable attorneys' fees and other costs incurred in the collection of overdue accounts. Seller reserves the right, where a genuine doubt exists as to Buyer's financial position or if Buyer is in default of any payment obligation, to suspend delivery or performance of any Agreement or any part thereof without liability and without prejudice to, and without limitation of, any other remedy available to Seller until Buyer cures the default or satisfactory security for payment has been provided. Seller shall have the option to extend the delivery date by a time at least equal to the period of such suspension. In the event of Rental, should Buyer default in meeting any of the terms hereunder for any reason, Seller has the right to retrieve all Rentals as detailed in the Proposal and also to collect rental payments due. If Buyer elects to exercise a purchase option for Rental equipment, rental charges will be incurred and will be invoiced until the later of: (i) the end of the agreed rental period; or (ii) 30 days prior to the receipt of total purchase price and all other rental amounts due.

5. DELIVERY

Unless otherwise agreed to by Seller in writing, delivery terms shall be EXW Seller's premises (INCOTERMS 2010), except to the extent modified by these Terms and Conditions. Where goods are to be supplied from stock, such supply is subject to availability of stocks at the date of delivery. Partial shipments may be made as agreed to by Buyer and Seller. Stated delivery dates are approximate only and cannot be guaranteed. Seller shall have no liability for damages arising out of the failure to keep a projected delivery date, irrespective of the length of the delay. In the event Buyer is unable to accept delivery of goods when tendered, Seller may, at its option, arrange for storage of the goods at Buyer's sole risk and Buyer shall be liable to Seller for the reasonable cost of such storage. This provision is without prejudice to any other rights which Seller may have with respect to Buyer's failure to take delivery of goods, which includes the right to invoice Buyer for the goods. Buyer agrees that title to the stored goods will transfer to Buyer upon invoicing notwithstanding Buyer's inability to accept delivery and that Buyer assumes all risk of loss or damage to the goods from the date title passes to Buyer. Buyer is responsible for all shipping costs from Seller's premises to the location as designated by the Buyer. All shipping costs for the return of goods from the location specified by Buyer to Seller's premises shall also be for Buyer's account.

6. FORCE MAJEURE

If either party is unable by reason of Force Majeure to carry out any of its obligations under this Agreement, other than the obligations to pay money when due and indemnification obligations assumed hereunder, then on such party giving notice and particulars in writing to the other party within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include acts of God, laws and regulations, government action, war, civil disturbances, strikes and labor problems, delays of vendors, carriers, lightning, fire, flood, washout, storm, breakage or accident to equipment or machinery, shortage of raw materials, and any other causes that are not reasonably within the control of the party so affected. Seller shall be paid its applicable standby rate, if any, during any such Force Majeure event.

7. CANCELLATION

Orders placed by Buyer and accepted by Seller may be canceled only with the consent of Seller and will subject Buyer to cancellation charges. All of Seller's documents, drawings and like information shall be returned to Seller upon Buyer's request for cancellation. No Orders may be canceled subsequent to delivery or shipment, whichever occurs earlier. As estimated actual damages, Buyer agrees to pay Seller the greater of Seller's actual costs incurred prior to cancellation plus a reasonable profit, or the following minimum cancellation charges:

- a) 20% of Agreement value if canceled 30 or more days prior to the original delivery/shipment date;
- b) 50% of the Agreement value if canceled thereafter; or
- c) 100% of the value of any non-standard items (which are items not built for stock or built to customer specifications).

In the event of Rental, minimum rental charges as stated in the Proposal will apply. Buyer shall verify the amount of the cancellation charges prior to canceling an order.

8. TITLE AND RISK OF LOSS

For purchased goods, ownership and risk of loss pass to Buyer upon the earlier of (a) Seller's delivery of the goods, or (b) invoicing by Seller for the goods where Buyer is unable to accept delivery on the scheduled date. Seller retains a security interest in the goods until the purchase price has been paid, and Buyer agrees to perform upon request all acts required to secure Seller's interest. Seller accepts no responsibility for any damage, shortage or loss in transit. Seller will attempt to pack or prepare all shipments so that they will not break, rust or deteriorate in shipment, but Seller does not guarantee against such damage. Claims for any damage, shortage or loss in transit must be made by Buyer on the carrier.

In the event of Rental, Buyer assumes all risk and liability whether or not covered by insurance, for loss or damage to the Rental machinery or equipment. Risk and liability passes to Buyer upon delivery by Seller. Title to Rental machinery or equipment shall remain with Seller at all times. Buyer acquires no ownership, title or property rights to the Rental machinery or equipment except the right to use the Rental machinery or equipment subject to the terms of this Agreement.

9. LIMITED WARRANTY

New Equipment/Parts. In the case of the purchase of new Equipment/Parts, and solely for the benefit of the original user, Seller warrants, for a period of eighteen (18) months from delivery or twelve (12) months from installation, whichever is earlier, that new Equipment/Parts of its own manufacture shall conform to the material and technical specifications set forth in the Agreement. Goods manufactured by others are sold "as is" except to the extent the manufacturer honors any applicable warranty made by the manufacturer. Secondhand goods are sold "as is". If the new Equipment/Parts fail to conform with such specifications upon inspection by Seller, Seller will, at its option and as Buyer's sole remedy, either repair or replace such defective Equipment/Parts with the type originally furnished.

Remanufactured to "As New" Equipment/Parts. Seller warrants to Buyer, that for a period of six (6) months from the date of delivery by Seller or installation of the Equipment/Parts, whichever is earlier, that reconditioned to "as new" Equipment/Parts will be free from defects in material and workmanship. If the reconditioned to "as new" Equipment/Parts fail to conform with such warranty upon inspection by Seller, Seller will, at its option and as Buyer's sole remedy, either repair or replace such defective Equipment/Parts with the type originally furnished.

Overhauled Equipment/Parts. Seller warrants that for a period of four (4) months from the date of delivery by Seller or three (3) months from installation, whichever is earlier, that overhauled Equipment/Parts will be free from defects in workmanship. If the overhauled Equipment/Parts fail to conform with such warranty upon inspection by Seller, Seller will, at its option and as Buyer's sole remedy, either repair or replace such defective Equipment/Parts with the type originally furnished. This warranty expressly assumes that parts normally considered consumables (including, but not limited to rubber goods, seals (rubber, polymer and/or metallic) and/or bearings, are replaced during overhaul. If Buyer requests that such parts not be replaced, Seller hereby disclaims any warranty for said overhauled Equipment/Parts.

Service. Seller warrants that the Services to be provided pursuant to this Agreement shall conform to the material aspects of the specifications set forth in the Agreement. Seller shall re-perform that part of the non-conforming Services, provided Seller is notified by Buyer prior to Seller's departure from the worksite.

Rental. Seller warrants that the Rental equipment to be provided pursuant to this Agreement shall conform to the material aspects of the specifications set forth in the Agreement. Provided Seller is notified by Buyer prior to Seller's departure from the worksite, Seller shall repair or replace non-conforming Rental equipment. In the event of failure or other non-performance of Seller's Rental equipment's contributing to loss of hole, rental rates will apply during re-drill to equivalent TD.

Seller's warranty obligations hereunder shall not apply if non-conformity or failure was caused by (a) Buyer's failure to properly store or maintain the equipment or parts; (b) the unauthorized modification, repair or service of the equipment or parts by Buyer; (c) utilization of replacement parts not manufactured by Seller; or (d) use or handling of the equipment by Buyer in a manner inconsistent with Seller's recommendations. Further, Seller's warranty obligations under this Article 9 shall terminate if (a) Buyer fails to perform its obligations under this or any other Agreement between the parties, or (b) if Buyer fails to pay any charges due Seller. Any third party warranties provided on equipment or parts not manufactured by Seller are assigned to Buyer, without recourse, at the time of delivery, provided such warranties are assignable.

THIS ARTICLE 9 SETS FORTH BUYER'S SOLE REMEDY AND SELLER'S EXCLUSIVE OBLIGATION WITH REGARD TO NON-CONFORMING EQUIPMENT, PARTS, SERVICES OR RENTAL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED PURSUANT TO THE PROVISIONS OF THIS ARTICLE 9, SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AND SELLER DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. CHANGES

Seller expressly reserves the right to change, discontinue or modify the design and manufacture of its products without obligation to furnish, retrofit or install products previously or subsequently sold.

11. RETURN OF MAKE TO STOCK GOODS

With Seller's written approval, unused, incorrectly shipped or "Made to Stock" goods ordered incorrectly, in new condition and of current manufacture and catalog specifications may be returned by Buyer for credit (subject to a restocking fee), provided written request is received within one (1) year after the purchase date. Non-standard goods are not returnable for credit and such goods shall only be accepted for return with the prior written agreement of Seller. Requests for return of goods must show the original purchase order number, invoice number, description of material, and date of purchase. Return of goods does not relieve Buyer of the obligation to make payment against Seller's invoice, and any credit or refund allowed will be issued following Seller's receipt of the goods. The credit allowed on returned goods, if any, is a merchandise credit and is applicable only against future purchases of Seller goods. The credit given will be solely in Seller's discretion and may be based on the original or a subsequently adjusted price. A charge will be assessed to clean-up, refinish and restock the goods, if applicable. No rubber or electronic products or components may be returned for credit after six (6)

months from date of purchase.

12. LIABILITIES, RELEASES AND INDEMNIFICATION

For purpose of this Article 12, the following definitions shall apply:

"Seller Group" shall mean (i) Seller, its parent, subsidiary or related companies, (ii) its and their working interest owners, co-lessees, co-owners, partners, joint venturers, if any, and their respective parents, subsidiary or related companies and (iii) the officers, directors, employees, consultants, agents and invitees of all of the foregoing.

"Buyer Group" shall mean (i) Buyer, its parent, subsidiary or related companies, (ii) its and their working interest owners, co-lessees, co-owners, partners, joint venturers, if any, and their respective parents, subsidiary or related companies and (iii) the officers, directors, employees, consultants, agents and invitees of all of the foregoing.

"Claims" shall mean all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including, without limitation, attorneys' fees and costs of litigation) of any kind or character arising out of, or related to, the performance of or subject matter of this Agreement (including, without limitation, property loss or damage, personal or bodily injury, sickness, disease or death, loss of services and/or wages, or loss of consortium or society).

- a) Seller shall release, indemnify, defend and hold Buyer Group harmless from and against any and all Claims in respect of personal or bodily injury to, sickness, disease or death of any member of Seller Group or Seller Group's subcontractors or their employees, agents or invitees, and all Claims in respect of damage to or loss or destruction of property owned, leased, rented or hired by any member of Seller Group or Seller Group's subcontractors or their employees, agents or invitees.
- b) Buyer shall release, indemnify, defend and hold Seller Group harmless from and against any and all Claims in respect of personal or bodily injury to, sickness, disease or death of any member of Buyer Group or Buyer Group's other contractors or their employees, agents or invitees, and all Claims in respect of damage to or loss or destruction of property owned, leased, rented or hired by any member of Buyer Group or Buyer Group's other contractors or their employees, agents or invitees.
- c) Each party covenants and agrees to support the mutual indemnity obligations contained in Paragraphs (a) and (b) above, by carrying equal amounts of insurance (or qualified self insurance) in an amount not less than U.S. \$5,000,000.00.
- d) Notwithstanding anything contained in this Agreement to the contrary, in all instances where Seller is providing Services at a well site, Buyer, to the maximum extent permitted under applicable law, shall release, indemnify, defend and hold Seller Group and Seller Group subcontractors harmless from and against any and all Claims asserted by or in favor of any person or party, including Seller Group, Buyer Group or any other person or party, resulting from: (i) loss of or damage to any well or hole (including but not limited to the costs of re-drill), (ii) blowout, fire, explosion, cratering or any uncontrolled well condition (including but not limited to the costs to control a wild well and the removal of debris), (iii) damage to any reservoir, geological formation or underground strata or the loss of oil, water or gas therefrom, (iv) pollution or contamination of any kind (other than surface spillage of fuels, lubricants, rig sewage or garbage, to the extent attributable to the negligence of Seller Group, including but not limited to the cost of control, removal and clean-up, or (v) damage to, or escape of any substance from, any pipeline, vessel or storage facility.
- e) NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER AND EACH PARTY RELEASES THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES (WHETHER FORESEEABLE AT THE DATE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PRODUCTION, LOST REVENUE, LOST PRODUCT, LOST PROFIT, LOST BUSINESS OR BUSINESS OPPORTUNITIES.
- f) Seller's total liability for all claims, damages, causes of action, demands, judgments, fines, penalties, awards, losses, costs and expenses (including attorney's fees and cost of litigation) shall be limited to and shall not exceed the value of the Equipment, Parts, Services or Rental purchased under the Agreement.
- g) THE EXCLUSIONS OF LIABILITY, RELEASES AND INDEMNITIES SET FORTH IN PARAGRAPHS A. THROUGH F. OF THIS ARTICLE 12 SHALL APPLY TO ANY CLAIM(S), LOSSES OR DAMAGES WITHOUT REGARD TO THE CAUSE(S) THEREOF, INCLUDING BUT NOT LIMITED TO PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF PRODUCTS OR EQUIPMENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OR OTHER LEGAL FAULT OR RESPONSIBILITY OF ANY PERSON (INCLUDING THE INDEMNIFIED OR RELEASED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE.
- h) Redress under the indemnity provisions set forth in this Article 12 shall be the exclusive remedy(ies) available to the parties hereto for the matters, claims, damages and losses covered by such provisions.

13. INSURANCE

Upon written request, each party shall furnish to the other party certificates of insurance evidencing the fact that the adequate insurance to support each party's obligations hereunder has been secured. To the extent of each party's release and indemnity obligations expressly assumed by each party hereunder, each party agrees that all such insurance policies shall, (a) be primary to the other party's insurance; (b) include the other party, its parent, subsidiary and affiliated or related companies, and its and their respective officers, directors, employees, consultants and agents as additional insured; and, (c) be endorsed to waive subrogation against the other party, its parent, subsidiary and affiliated or related companies, and its and their respective officers, directors, employees, consultants and agents.

14. GOVERNING LAW

Except for Equipment, Parts, Services or Rental provided, or to be provided, by Seller in North or South

America (the "America's"), this Agreement shall be governed by and interpreted in accordance with the laws of England and Wales, excluding conflicts and choice of law principles. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said rules. Arbitration shall be held in London, England and shall be conducted in the English language.

For Equipment, Parts, Services or Rental provided, or to be provided, by Seller in the America's, this Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas, excluding conflicts and choice of law principles. Any dispute, action or proceeding arising out of or relating to this Agreement must be brought in a state or federal court sitting in Harris County, Texas, and each of the parties hereby agrees to irrevocably submit itself to the exclusive jurisdiction of each such court in any such action or proceeding and waives any objection it may now or hereafter have to venue or convenience of forum.

Seller retains the right to arbitrate any all disputes that may arise in connection with the provision of the Equipment, Parts, Services or Rental.

15. OWNERSHIP AND PATENT INDEMNITY

All software used in connection with the Equipment, Parts, Services or Rental, either purchased or rented from Seller, is copyrighted and owned by Seller and licensed to Buyer. Seller warrants that the use or sale of Equipment or Parts hereunder will not infringe patents of others by reason of the use or sale of such Equipment or Parts per se, and hereby agrees to hold Buyer harmless against judgment for damages for infringement of any such patent, provided that Buyer shall promptly notify Seller in writing upon receipt of any claim for infringement, or upon the filing of any such suit for infringement, whichever first occurs, and shall afford Seller full opportunity, at Seller's option and expense, to answer such claim or threat of suit, assume the control of the defense of such suit, and settle or compromise same in any way Seller sees fit. Seller does not warrant that such Equipment or Parts: (a) will not infringe any such patent when not of Seller's manufacture, or specially made, in whole or in part, to the Buyer's design specifications; or (b) if used or sold in combination with other materials or apparatus or used in the practice of processes, will not, as a result of such combination or use, infringe any such patent, and Seller shall not be liable and does not indemnify Buyer for damages or losses of any nature whatsoever resulting from actual or alleged patent infringement arising pursuant to (a) and (b) above. **THIS ARTICLE STATES THE ENTIRE RESPONSIBILITY OF SELLER CONCERNING PATENT INFRINGEMENT.**

16. REGULATORY COMPLIANCE

By acceptance of delivery under this Agreement, Buyer warrants it has complied with all applicable governmental, statutory and regulatory requirements and will furnish Seller with such documents as may be required. Seller warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders in effect at the time of Agreement execution, including laws and regulations pertaining to labor, wages, hours and other conditions of employment, and applicable price ceilings if any. Seller will not provide any certification or other documentation nor agree to any contract provision or otherwise act in any manner which may cause Seller to be in violation of applicable United States law, including but not limited to the Export Administration Act of 1979 and regulations issued pursuant thereto. **No provision in this Agreement shall be interpreted or applied which would require any party to do or refrain from doing any act which would constitute a violation of, or result in a loss of economic benefit under, any anti-boycott including but not limited to any such law of the United States.** All Orders shall be conditional upon granting of export licenses or import permits which may be required. Buyer shall obtain at its own risk any required export license and import permits and Buyer shall remain liable to accept and pay for material if licenses are not granted or are revoked.

17. CONFIDENTIAL INFORMATION

Each party recognizes and acknowledges that it shall maintain all data, information, disclosures, documents, drawings, specifications, patterns, calculations, technical information and other documents (collectively, "Confidential Information") obtained from the other party in strict confidence. However, nothing hereinabove contained shall deprive the party receiving the Confidential Information of the right to use or disclose any information: (a) which is, at the time of disclosure, known to the trade or public; (b) which becomes at a later date known to the trade or the public through no fault of the party receiving the Confidential Information and then only after said later date; (c) which is possessed by the party receiving the Confidential Information, as evidenced by such party's written records, before receipt thereof from the party disclosing the Confidential Information; (d) which is disclosed to the party receiving the Confidential Information in good faith by a third party who has an independent right to

such information; (e) which is developed by the party receiving the Confidential Information as evidenced by documentation, independently of the Confidential Information; or, (f) which is required to be disclosed by the party receiving the Confidential Information pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided that the party receiving the Confidential Information uses its best efforts to provide timely notice to the party disclosing the Confidential Information of such order to permit such party an opportunity to contest such order. In the event that Seller owns copyrights to, patents to or has filed patent applications on, any technology related to the Equipment, Parts, Services or Rental furnished by Seller hereunder, and if Seller makes any improvements on such technology, then Seller shall own all such improvements, including drawings, specifications, patterns, calculations, technical information and other documents.

18. INDEPENDENT CONTRACTOR

It is expressly understood that Seller is an independent contractor, and that neither Seller nor its principle, partners, employees or subcontractors are servants, agents or employees of Buyer. In all cases where Seller's employees (defined to include Seller's and its subcontractors, direct, borrowed, special, or statutory employees) are covered by the Louisiana Worker's Compensation Act. La. R.S. 23:102 et seq., Seller and Buyer agreed that all Equipment, Parts, Services or Rental provided by Seller and Seller's employees pursuant to this Agreement are an integral part of and are essential to the ability of Buyer to generate Buyer's goods, products, and services for the purpose of La. R.S. 23:106(A) (1). Furthermore, Seller and Buyer agree that Buyer is the statutory employer of all of Seller's employees for the purpose of La. R.S. 23:1061(A) (3).

19. ADDITIONAL RENTAL TERMS AND CONDITIONS

Unless otherwise indicated, the rental rates contained in Seller's Proposal are on a per day basis and such rates shall apply to each piece of equipment or part rented. Seller represents that it has fully inspected the Rental equipment and parts as detailed in the Agreement and that said equipment and parts are in good condition and repair, and are fully acceptable for use as specified in the Agreement. Furthermore, Seller represents that the Rental equipment and parts are not subject to any encumbrances or liens, and that Seller has full title to the equipment and parts, and thus, Seller is authorized to enter into and execute this Agreement.

Buyer represents that it shall use the Rental equipment and parts in a careful and proper manner and shall comply with all laws, ordinances and regulations relating to the possession, use and maintenance of the equipment and parts in accordance with Seller's approved procedures. In the event the parties agree that the Buyer shall operate the Rental equipment and parts, Buyer further represents that the Rental equipment and parts will be operated by skilled employees trained in the use of the Rental equipment and parts. Buyer shall keep the Rental equipment and parts free and clear of all liens and encumbrances arising in connection with Buyer's operations and/or use of the Rental equipment and parts. Buyer, at its sole cost, shall provide and maintain insurance against the loss, theft, damage or destruction of the Rental equipment and parts. The coverage shall be in an amount not less than the new replacement price of the Rental equipment and parts. NOV shall provide equipment and parts prices at execution of this Agreement.

At the expiration of the applicable rental term, Buyer will at its sole cost return the Rental equipment to the facility designated by Seller, in working condition (reasonable wear and tear excepted). Upon receipt of the returned Rental equipment, Seller will service and inspect the Rental equipment. In the event Seller determines that the Rental equipment is materially damaged or not in working condition (reasonable wear and tear excepted), any service work required to bring the Rental equipment to good working condition will be charged back to the Buyer. Such charges may include service, inspection, and spare parts.

20. GENERAL

Failure of Buyer or Seller to enforce any of the terms and conditions of this Agreement shall not prevent a subsequent enforcement of such terms and conditions or be deemed a waiver of any subsequent breach. Should any provisions of this Agreement, or portion thereof, be unenforceable or in conflict with applicable governing country, state, province, or local laws, then the validity of the remaining provisions, and portions thereof, shall not be affected by such unenforceability or conflict, and this Agreement shall be construed as if such provision supersedes all prior oral or written agreements or representations. Buyer acknowledges that it has not relied on any representations other than those contained in this Agreement. This Agreement shall not be varied, supplemented, qualified, or interpreted by any prior course of dealing between the parties or by any usage of trade and may only be amended by an agreement executed by an authorized representative of each party.



NATIONAL OILWELL VARCO, L.P.
REPAIR - LOUISIANA (ML: LRC)
5212 WEST HWY 90
LEDGER 183
DOOR B
NEW IBERIA, LA 70560 (US)

Quote	DR515023-4
Rev	1
Cust RFQ	
Cust Num	10269
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Sales Quote Acknowledgement

Please reference this Quote Number on all correspondence.

Invoice To

B051 110 LRC
NOBLE DRILLING SERVICES INC
13135 S. DAIRY ASHFORD
SUITE 800
SUGARLAND, TX 77478 US

Ship To

S999
NOBLE DRILLING CORP
CONTACT CUSTOMER SERVICE REP
TBD, US

Cust Contact

Customer eMail

Date Printed

01/07/2015

Ultimate Dest

UNITED STATES

Quote Date

09/23/2014

Currency

UNITED STATES DOLLAR

Freight Terms

COLL

Quote Exp Date

12/17/2014

Quoted by

Eldridge, Susan C

Payment Terms

NET 30 FROM INVOICE DATE

Ref/Rig Name

Noble Drilling Rig Noble Amos Runner

Shipping Terms

EX-WORKS

Branch

REPAIR CENTER - LOUISIANA

Carrier

Details

Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
001	88621 SLEEVE, PINION Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 17.50 LB Total Weight: 17.50 LB HARMONIZED TARIFF SCHEDULE CODE: 7307221000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/02/2014	EA	1.000	\$1,377.00	\$1,170.45	\$1,170.45	STOCK
002	51603-4-S PIN, ROLL Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: < 0.01 LB Total Weight: 0.02 LB HARMONIZED TARIFF SCHEDULE CODE: 7318290000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/18/2014	EA	2.000	\$.34	\$.29	\$.58	4
003	53000-6-S PLUG, EXT PIPE-CTSK HEX Stocking Line: MTS Line Discount: 15.00%	EA	2.000	\$8.42	\$7.16	\$14.31	4



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REPAIR - LOUISIANA (ML: LRC)
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Details Cont.

Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
	Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.16 LB Total Weight: 0.32 LB HARMONIZED TARIFF SCHEDULE CODE: 7326908588 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/18/2014						
004	53000-12-S	EA	2.000	\$16.00	\$13.60	\$27.20	4
	PLUG, EXT PIPE-CTSK HEX Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.09 LB Total Weight: 0.18 LB HARMONIZED TARIFF SCHEDULE CODE: 7307995060 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/18/2014						
005	88604	EA	2.000	\$15.10	\$12.84	\$25.67	STOCK
	WASHER, LOCK, BEARING, W28 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.50 LB Total Weight: 1.00 LB HARMONIZED TARIFF SCHEDULE CODE: 7318210090 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/02/2014						
006	97997+30	EA	2.000	\$72.80	\$61.88	\$123.76	3
	RING, RETAINING, INTERNAL Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.05 LB Total Weight: 0.10 LB HARMONIZED TARIFF SCHEDULE CODE: 7318290000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/16/2014						
007	97998+30	EA	2.000	\$51.00	\$43.35	\$86.70	3
	RING, RETAINING, 8.000BORE						



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Please reference this Quote Number on all correspondence.

Details Cont.

Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
	Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.55 LB Total Weight: 1.10 LB HARMONIZED TARIFF SCHEDULE CODE: 7318290000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/16/2014						
008	88603 WASHER,LOCK,BEARING,W26 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.50 LB Total Weight: 1.00 LB HARMONIZED TARIFF SCHEDULE CODE: 7318210030 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/18/2014	EA	2.000	\$16.00	\$13.60	\$27.20	4
009	30116803 BEARING,ROLLER,TAPERED Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA HARMONIZED TARIFF SCHEDULE CODE: 8482200060 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 09/30/2014	EA	2.000	\$1,854.00	\$1,575.90	\$3,151.80	STOCK
010	88600 BEARING,ROLLER,CYLINDRICAL,5.12X7.87 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 23.00 LB Total Weight: 46.00 LB HARMONIZED TARIFF SCHEDULE CODE: 8482500000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/16/2014	EA	2.000	\$2,774.00	\$2,357.90	\$4,715.80	3
011	53500-500	EA	2.000	\$3.75	\$3.19	\$6.37	4



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	Snap Ring, Truarc 5000-500 replaces 902109-500 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.14 LB Total Weight: 0.28 LB HARMONIZED TARIFF SCHEDULE CODE: 7318290000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/18/2014						
012	51300-458-B O-RING, TDS Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.12 LB Total Weight: 0.12 LB HARMONIZED TARIFF SCHEDULE CODE: 4016935010 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/16/2014	EA	1.000	\$10.50	\$8.92	\$8.92	3
013	51300-276-B O-RING Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.02 LB Total Weight: 0.02 LB HARMONIZED TARIFF SCHEDULE CODE: 4016935010 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/02/2014	EA	1.000	\$3.53	\$3.00	\$3.00	1
014	51300-349-B O-RING Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: < 0.01 LB Total Weight: 0.02 LB HARMONIZED TARIFF SCHEDULE CODE: 4016935010 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date	EA	2.000	\$1.55	\$1.32	\$2.63	4



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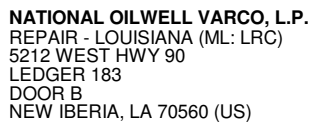
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	0001 2.0000 09/23/2014 10/18/2014						
015	51212-24 PIN, DOWEL, TDS Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.32 LB Total Weight: 0.64 LB HARMONIZED TARIFF SCHEDULE CODE: 7318290000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/02/2014	EA	2.000	\$4.89	\$4.16	\$8.31	STOCK
016	51300-277-B O-RING Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.04 LB Total Weight: 0.04 LB HARMONIZED TARIFF SCHEDULE CODE: 4016935010 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/18/2014	EA	1.000	\$7.21	\$6.13	\$6.13	4
017	51300-222-B O-RING Stocking Line: MTS Line Discount: 15.00% Country of Origin: MEXICO Unit Weight: < 0.01 LB Total Weight: 0.01 LB HARMONIZED TARIFF SCHEDULE CODE: 4016935010 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/18/2014	EA	1.000	\$.84	\$.71	\$.71	4
018	51300-392-B O-RING, TDS Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.11 LB Total Weight: 0.11 LB HARMONIZED TARIFF SCHEDULE CODE: 4016935010	EA	1.000	\$18.90	\$16.06	\$16.06	4



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	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 0.68 LB Total Weight: 2.72 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 7318290000						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 4.0000 09/23/2014 10/18/2014						
023	51402-12-S	EA	10.000	\$.17	\$.14	\$1.44	5
	Cotter Pin, 1/8 by 1-1/2, Stainless Steel.						
	Stocking Line: MTS						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 0.01 LB Total Weight: 0.10 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 7318240000						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 10.0000 09/23/2014 10/31/2014						
024	98504	EA	1.000	\$417.00	\$354.45	\$354.45	STOCK
	PLATE,COVER,ACCESS						
	Stocking Line: MTS						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 4.60 LB Total Weight: 4.60 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 8431438060						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 1.0000 09/23/2014 10/02/2014						
025	77302	EA	1.000	\$2,825.00	\$2,401.25	\$2,401.25	6
	DRUM,BRAKE						
	Stocking Line: MTS						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 110.00 LB Total Weight: 110.00 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 8483604040						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 1.0000 09/23/2014 11/03/2014						



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026	73302 BRAKE,AIR (P) Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 200.00 LB Total Weight: 200.00 LB HARMONIZED TARIFF SCHEDULE CODE: 8431100090 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/18/2014	EA	1.000	\$3,548.00	\$3,015.80	\$3,015.80	4
027	91242+30 BEARING,ROLLER,TAPER,7.87X11.81X2.0 Stocking Line: MTS Line Discount: 15.00% Country of Origin: INDIA Unit Weight: 34.58 LB Total Weight: 34.58 LB HARMONIZED TARIFF SCHEDULE CODE: 8482200060 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/16/2014	EA	1.000	\$1,763.00	\$1,498.55	\$1,498.55	3
028	30117771 BEARING,ROLLER,TAPER,THRUST,11.12X23.75 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 508.00 LB Total Weight: 508.00 LB HARMONIZED TARIFF SCHEDULE CODE: 8482200080 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/18/2014	EA	1.000	\$28,740.00	\$24,429.00	\$24,429.00	4
029	91252 BEARING,ROLLER,CYLINDRICAL,10.23X18.9X3. Stocking Line: MTS Line Discount: 15.00% Country of Origin: ROMANIA Unit Weight: 160.00 LB Total Weight: 160.00 LB HARMONIZED TARIFF SCHEDULE CODE: 8482500000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date	EA	1.000	\$7,629.00	\$6,484.65	\$6,484.65	14



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	0001	1.0000	09/23/2014	12/27/2014			
030	RPR-BK-S BOLT KIT F/REPAIRING S MODEL TOP DRIVES Stocking Line: MTO Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 11/14/2014	EA	1.000	\$4,011.00	\$3,409.35	\$3,409.35	7
031	88990-4 TDS-4 SPRAY NOZZLE 2.6GPM H1/4U-8030 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: < 0.01 LB Total Weight: 0.04 LB HARMONIZED TARIFF SCHEDULE CODE: 8481909085 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/23/2014 10/18/2014	EA	4.000	\$13.00	\$11.05	\$44.20	4
032	91923+30 SEAL,LIP,HAMMER UNION,3.0 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.11 LB Total Weight: 0.11 LB HARMONIZED TARIFF SCHEDULE CODE: 4016935050 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/16/2014	EA	1.000	\$9.95	\$8.46	\$8.46	3
033	91251-4 TDS-3S BRG SHIM .010 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.17 LB Total Weight: 1.70 LB HARMONIZED TARIFF SCHEDULE CODE: 8483903000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date	EA	10.000	\$55.00	\$46.75	\$467.50	4



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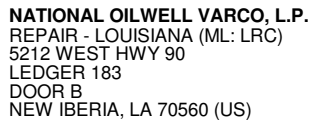
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	0001 10.0000 09/23/2014 10/18/2014						
034	91251-3 TDS-3S BRG SHIM .005 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.10 LB Total Weight: 0.40 LB HARMONIZED TARIFF SCHEDULE CODE: 8483903000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/23/2014 10/18/2014	EA	4.000	\$46.70	\$39.70	\$158.78	4
035	91251-2 TDS-3S BRG SHIM .003 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.04 LB Total Weight: 0.08 LB HARMONIZED TARIFF SCHEDULE CODE: 8483903000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/18/2014	EA	2.000	\$50.00	\$42.50	\$85.00	4
036	91251-1 TDS-3S BRG SHIM .002 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.04 LB Total Weight: 0.16 LB HARMONIZED TARIFF SCHEDULE CODE: 8483903000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/23/2014 10/18/2014	EA	4.000	\$60.00	\$51.00	\$204.00	4
037	91046 BUSHING,PIN,BAIL Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 5.30 LB Total Weight: 10.60 LB HARMONIZED TARIFF SCHEDULE CODE: 8483308090	EA	2.000	\$610.60	\$519.01	\$1,038.02	STOCK





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	HARMONIZED TARIFF SCHEDULE CODE: 7318158085 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 24.0000 09/23/2014 10/18/2014						
042	88588	EA	1.000	\$109.00	\$92.65	\$92.65	STOCK
	GASKET,GEAR,CASE {SET OF 4 PCS} Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.05 LB Total Weight: 0.05 LB HARMONIZED TARIFF SCHEDULE CODE: 7326908588 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/02/2014						
043	75981	EA	1.000	\$27.40	\$23.29	\$23.29	4
	GASKET,RETAINER,SEAL Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 2.00 LB Total Weight: 2.00 LB HARMONIZED TARIFF SCHEDULE CODE: 4016935050 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/18/2014						
044	107138	EA	1.000	\$4,728.00	\$4,018.80	\$4,018.80	4
	SLEEVE,WEAR Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 17.40 LB Total Weight: 17.40 LB HARMONIZED TARIFF SCHEDULE CODE: 7326908588 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/18/2014						
045	112895	EA	1.000	\$25.10	\$21.33	\$21.33	4
	SEAL,POLYPAK,4.62DIA Stocking Line: MTS Line Discount: 15.00%						



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	Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.09 LB Total Weight: 0.09 LB HARMONIZED TARIFF SCHEDULE CODE: 4016935050 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/18/2014						
046	94990	EA	1.000	\$164.00	\$139.40	\$139.40	STOCK
	OIL-SEAL,BIG-BORE,TDS-S Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 1.20 LB Total Weight: 1.20 LB HARMONIZED TARIFF SCHEDULE CODE: 4016935020 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 09/30/2014						
048	112871	EA	1.000	\$3,303.00	\$2,807.55	\$2,807.55	4
	LINER,STEM,UPPER,LARGE BORE, TDS Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 2.00 LB Total Weight: 2.00 LB HARMONIZED TARIFF SCHEDULE CODE: 8431438060 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/18/2014						
049	94509	EA	1.000	\$3,106.00	\$2,640.10	\$2,640.10	4
	SLEEVE,STEM Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 3.52 LB Total Weight: 3.52 LB HARMONIZED TARIFF SCHEDULE CODE: 7307221000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/18/2014						
050	30112730	EA	1.000	\$93,950.00	\$79,857.50	\$79,857.50	STOCK
	SHAFT,MAIN,LARGE-BORE,750T(TDS4-S)						



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	Stocking Line: MTSS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 2,100.00 LB Total Weight: 2,100.00 LB HARMONIZED TARIFF SCHEDULE CODE: 8483105000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/02/2014						
051	50910-C <i>Spring Lockwasher 5/8"</i> <i>Same as 50910</i> Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.02 LB Total Weight: 0.04 LB HARMONIZED TARIFF SCHEDULE CODE: 7318210030 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/18/2014	EA	2.000	\$.14	\$.12	\$.24	STOCK
052	50010-14-C5D SCREW, CAP-HEX HD DRILLED Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.20 LB Total Weight: 0.40 LB HARMONIZED TARIFF SCHEDULE CODE: 7318158066 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/18/2014	EA	2.000	\$4.89	\$4.16	\$8.31	4
053	51206-7 <i>Dowel Pin, 3/8" - 7/8"</i> Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.03 LB Total Weight: 0.06 LB HARMONIZED TARIFF SCHEDULE CODE: 7318290000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/18/2014	EA	2.000	\$1.50	\$1.28	\$2.55	4



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054	109717 PIN,TAPER,.34DIAX2.25LG (5/PK) Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.07 LB Total Weight: 0.14 LB HARMONIZED TARIFF SCHEDULE CODE: 7318290000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/18/2014	PK	2.000	\$114.00	\$96.90	\$193.80	4
055	107306 HOSE, BRACKET,MOUNTING Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA HARMONIZED TARIFF SCHEDULE CODE: 4009220050 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/07/2014	EA	2.000	\$445.00	\$378.25	\$756.50	STOCK
056	94633-2 TDS-S CABLE SPRT BRKT Stocking Line: MTSS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA HARMONIZED TARIFF SCHEDULE CODE: 7326908588 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 3.0000 09/23/2014 12/10/2014	EA	3.000	\$410.00	\$348.50	\$1,045.50	11
057	94798 TDS-S CABLE SUPPORT BRKT Stocking Line: MTO Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA HARMONIZED TARIFF SCHEDULE CODE: 8302500000 Del# Quantity Required Date Promise Date 0001 3.0000 09/23/2014 11/28/2014	EA	3.000	\$325.00	\$276.25	\$828.75	9
058	89156	EA	1.000	\$539.00	\$458.15	\$458.15	4



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	WASHER,THRUST,INDICATOR,GEAR Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.01 LB Total Weight: 0.01 LB HARMONIZED TARIFF SCHEDULE CODE: 7318220000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/18/2014						
059	88861	EA	1.000	\$4.57	\$3.88	\$3.88	4
	BUSHING,SLEEVE,FLANGE,.75ID Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.19 LB Total Weight: 0.19 LB HARMONIZED TARIFF SCHEDULE CODE: 8483308090 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/18/2014						
060	88862	EA	1.000	\$190.00	\$161.50	\$161.50	4
	BUSHING,SLEEVE,2.25X2.50X.38 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.14 LB Total Weight: 0.14 LB HARMONIZED TARIFF SCHEDULE CODE: 8483308090 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/18/2014						
061	89067	EA	2.000	\$310.00	\$263.50	\$527.00	STOCK
	BUSHING,SLEEVE,.55X1.0X1.03LG,4130 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.20 LB Total Weight: 0.39 LB HARMONIZED TARIFF SCHEDULE CODE: 8483308090 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/02/2014						



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Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
062	74004 Gauge, Sight, Oil 6600/6800 Kelly Spinners & TDS-3 Top Drive Replaces 72923 Stocking Line: MTS Line Discount: 20.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 2.20 LB Total Weight: 2.20 LB HARMONIZED TARIFF SCHEDULE CODE: 9026806000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/18/2014	EA	1.000	\$32.80	\$26.24	\$26.24	4
063	51300-240-B VARCO BJ O ring Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.01 LB Total Weight: 0.02 LB HARMONIZED TARIFF SCHEDULE CODE: 4016935010 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/18/2014	EA	2.000	\$.80	\$.68	\$1.36	4
064	89244 BUSHING,SLEEVE,1.73X1.86X.5LG Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.06 LB Total Weight: 0.06 LB HARMONIZED TARIFF SCHEDULE CODE: 8483308090 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/18/2014	EA	1.000	\$190.00	\$161.50	\$161.50	4
065	51208-8 Pin, Dowel Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.06 LB Total Weight: 0.12 LB	EA	2.000	\$1.31	\$1.12	\$2.23	4



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	HARMONIZED TARIFF SCHEDULE CODE: 7318290000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/18/2014						
066	51604-5-S PIN, ROLL Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.02 LB Total Weight: 0.04 LB HARMONIZED TARIFF SCHEDULE CODE: 7318290000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/18/2014	EA	2.000	\$.57	\$.49	\$.97	4
067	88950 SPRING,PLUNGER,1/4-20 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.07 LB Total Weight: 0.13 LB HARMONIZED TARIFF SCHEDULE CODE: 7320205060 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/16/2014	EA	2.000	\$8.47	\$7.20	\$14.40	3
068	51300-234-B O ring Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: < 0.01 LB Total Weight: 0.02 LB HARMONIZED TARIFF SCHEDULE CODE: 4016935010 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/02/2014	EA	2.000	\$.72	\$.61	\$1.22	1
069	88953 SEAL,CUP,2-1/2,NITRILE Stocking Line: MTS Line Discount: 15.00%	EA	1.000	\$29.00	\$24.65	\$24.65	4



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	Country of Origin: UNITED STATES OF AMERICA Unit Weight: < 0.01 LB Total Weight: 0.01 LB HARMONIZED TARIFF SCHEDULE CODE: 4016935050 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/18/2014						
070	89195	EA	2.000	\$3.53	\$3.00	\$6.00	STOCK
	BEARING,THRUST,1.0ID Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: < 0.01 LB Total Weight: 0.02 LB HARMONIZED TARIFF SCHEDULE CODE: 7415210000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/02/2014						
071	89196	EA	1.000	\$11.90	\$10.11	\$10.11	STOCK
	SPRING,COMPRESSION,0.6OD Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.02 LB Total Weight: 0.02 LB HARMONIZED TARIFF SCHEDULE CODE: 7320205060 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/02/2014						
072	51603-5-S	EA	2.000	\$.36	\$.31	\$.61	4
	PIN, ROLL Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.06 LB Total Weight: 0.11 LB HARMONIZED TARIFF SCHEDULE CODE: 7318290000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/18/2014						
073	89062	EA	1.000	\$807.00	\$685.95	\$685.95	STOCK
	CLUTCH						



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	Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 1.09 LB Total Weight: 1.09 LB HARMONIZED TARIFF SCHEDULE CODE: 8483604040 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/02/2014						
074	88949	EA	1.000	\$1,194.00	\$1,014.90	\$1,014.90	4
	SHAFT,GEAR-CHANGER Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 1.00 LB Total Weight: 1.00 LB HARMONIZED TARIFF SCHEDULE CODE: 8483905000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/18/2014						
075	88947	EA	1.000	\$3,785.00	\$3,217.25	\$3,217.25	4
	HOUSING,ADAPTER,TORQUE,LIMIT Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 1.94 LB Total Weight: 1.94 LB HARMONIZED TARIFF SCHEDULE CODE: 8431438060 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/18/2014						
076	88605	EA	2.000	\$220.00	\$187.00	\$374.00	4
	BUSHING,UPPER Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 1.19 LB Total Weight: 2.38 LB HARMONIZED TARIFF SCHEDULE CODE: 8483308090 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/18/2014						



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	Del# Quantity Required Date Promise Date						
	0001 1.0000 09/23/2014 10/18/2014						
081	56906-10 KEY, SQUARE Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.07 LB Total Weight: 0.07 LB HARMONIZED TARIFF SCHEDULE CODE: 7318290000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/18/2014	EA	1.000	\$63.00	\$53.55	\$53.55	4
082	56904-5 KEY,SQUARE,PHM1 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: < 0.01 LB Total Weight: 0.01 LB HARMONIZED TARIFF SCHEDULE CODE: 7318290000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/18/2014	EA	1.000	\$135.00	\$114.75	\$114.75	4
083	88859 GASKET,GEAR,CASING Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.08 LB Total Weight: 0.08 LB HARMONIZED TARIFF SCHEDULE CODE: 4823906000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/18/2014	EA	1.000	\$1.25	\$1.06	\$1.06	4
084	88850 HOUSING DRIVE,INDICATOR Stocking Line: MTSS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA HARMONIZED TARIFF SCHEDULE CODE: 8431438060	EA	1.000	\$1,631.00	\$1,386.35	\$1,386.35	4



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	HARMONIZED TARIFF SCHEDULE CODE: 4016935050 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 09/30/2014						
089	88606 BUSHING,LOWER Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 1.98 LB Total Weight: 3.95 LB HARMONIZED TARIFF SCHEDULE CODE: 8483308090 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/18/2014	EA	2.000	\$474.00	\$402.90	\$805.80	4
090	112758 GOOSENECK, Large-Bore(5000psi)TDSS (T) Stocking Line: MTO Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 226.00 LB Total Weight: 226.00 LB EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/07/2014	EA	1.000	\$19,540.00	\$16,609.00	\$16,609.00	STOCK
Sub-Total						\$186,540.34	

Total Sales Quote Acknowledgement DR515023-4 Rev 1: \$186,540.34

"DISCLAIMER: All ECCN and HTS classification information received from National Oilwell Varco (NOV) is for informational purposes only and shall not be construed as NOV's representation, certification or warranty regarding the proper classification. Use of such classification information is at the Buyer's sole risk and without recourse to NOV. The Buyer is responsible for determining the correct classifications of all items prior to export and Buyer shall make its own export licensing determinations."

NOTES

This quotation is subject to NOV's Terms & Conditions and is valid for a period of 45 days from the date of this quotation. NOV Rig Solution Spares will supply a Certificate of Conformance on all orders and Standard Certification on all serial controlled equipment. However, if you require third



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	<p>party inspection and/or testing procedures (such as DNV, SR2 or SR3) which are beyond the scope of our standard specifications, requirements must be stipulated at time of purchase and any resulting additional costs will be borne by the buyer. The buyer shall be responsible for retaining the services of, and compensating, the third party inspection agency of their choice.</p> <p>Ultimate destination of material must be stated before acceptance of the order. Any re-exportation of this material contrary to United States law is prohibited.</p> <p>All prices quoted are Ex-works.</p> <p>Please note the following definitions: MTS: Make to stock; standard stock items. ESP: Critical items; insurance parts intended for rig down or urgent situations. MTO: Make to order, non-stock, special order; non-returnable.</p> <p>All deliveries quoted are in WEEKS and will apply against the receipt of your firm order, acceptable to NOV, and subject to prior sale.</p> <p>Ex-works point: Spares Distribution Center, Houston, Texas or New Iberia, Louisiana, USA.; UNLESS OTHERWISE NOTED IN HEADER TEXT</p> <p>The lead times quoted are ERP system generated based on current availability and will be confirmed upon receipt of order. Please contact your local NOV Representative if quoted lead times are not satisfactory or if you have any other questions.</p> <p>Thank you for your inquiry.</p> <p>We appreciate your business.</p>						

End of Sales Quote Acknowledgement DR515023-4 Rev 1: TERMS AND CONDITIONS following this page.

NATIONAL OILWELL VARCO, L.P. AND ITS AFFILIATES
TERMS AND CONDITIONS FOR THE PROVISION OF EQUIPMENT, PARTS, SERVICES OR RENTAL

1. ACCEPTANCE

Orders or other requests, whether oral or written, for the supply or sale of machinery or equipment ("Equipment"), or for the supply or sale of spare or replacement parts ("Parts"), or for the provision of services ("Services"), or for the rental of machinery or equipment ("Rental") to be provided by **National Oilwell Varco, L.P.**, on behalf of itself and its divisions and subsidiaries, or by its affiliates ("Seller") to its customers (each a "Buyer") (the "Order(s)") are subject to Seller's written acceptance by an authorized representative of Seller and any Orders so accepted will be governed by (a) the terms and conditions stated in these Terms and Conditions for provision of Equipment, Parts, Services or Rental (the "Terms and Conditions"); (b) the written proposal submitted by Seller to Buyer ("Proposal"), if any; (c) the written order acknowledgment issued by Seller to Buyer ("Acknowledgment"), if any; and, (d) any change orders identified as such and agreed to in writing by Seller (the Order, Terms and Conditions, Proposal, Acknowledgment, and any such change order, and any such additional terms as agreed to in writing by an authorized representative of Seller collectively referred to herein as the "Agreement"). Buyer's submission of a purchase order (or other similar document) shall be deemed to be an express acceptance of these Terms and Conditions notwithstanding language in Buyer's purchase order (or other similar document) inconsistent herewith, and any inconsistent language in Buyer's purchase order (or other similar document) is hereby rejected. Buyer's purchase order (or other similar document) is incorporated in this Agreement, only to the extent of specifying the nature and description of the Equipment, Parts, Services or Rental and then only to the extent consistent with the Proposal or Acknowledgment. In the event of any conflict between a Proposal and an Acknowledgment, the Acknowledgment shall prevail.

2. PRICES

Prices of Equipment, Parts, Services or Rental shall be as stated in the Proposal or Acknowledgment, or if there is no Proposal or Acknowledgment, as otherwise agreed to in writing by Seller. Unless otherwise specified, all prices contained in a Proposal are valid for thirty (30) days from date of issue of the Proposal. All price quotations are EXW Seller's premises (INCOTERMS 2010), or as agreed per the Proposal or Acknowledgment and are subject to change without notice. Seller bears no responsibility for any consular fees, fees for legalizing invoices, certificates of origin, stamping bills of lading, or other charges required by the laws of any country of destination, or any fines, penalties or interest imposed due to incorrect declarations. Charges will be added for factory preparation and packaging for shipment. Minimum freight and invoice charges in effect at the time of the Order shall apply. If by reason of any act of government, the cost to Seller of performing its obligations hereunder is increased, such increase shall be added to the quoted price.

3. TAXES

Transaction Taxes. In addition to the charges due under this Agreement, the Buyer shall be responsible for, and shall protect, indemnify, defend and save harmless Seller from and against the reporting, filing and payment of any taxes, duties, charges, licenses, or fees (and any related fines, penalties or interest and the like) imposed directly on Buyer as a result of this Agreement and all liabilities, costs, and associated expenses (including lawyers' and experts' fees) which may be incurred in connection therewith. Such taxes, duties, charges, licenses, or fees include but are not limited to any local, state, federal, foreign, or international sales, use, value added tax ("VAT"), goods and services tax ("GST"), rental, import, export, personal property, stamp, excise and like taxes and duties. If Seller pays any such tax, Buyer shall, within thirty (30) days of Seller's demand, reimburse Seller for the tax including interest, fines, and penalties, paid by the Seller. It shall be Buyer's sole obligation after payment to Seller to challenge the applicability of any tax.

Notwithstanding the foregoing, the Buyer shall provide Seller with a copy of all exporting documents and any other documents reasonably requested by Seller to prove or substantiate to the appropriate tax authorities the goods were timely exported.

Withholding Taxes. If Buyer is required by any appropriate government department or agency to withhold compensation due Seller to satisfy any obligation of Seller for taxes due, Buyer shall give at least 30 days' notice to Seller that Buyer will withhold. Buyer agrees to pay on a timely basis the amounts so withheld over to the appropriate government department or agency, on behalf of Seller, and to provide Seller with any tax receipts (originals, if possible) or other reliable evidence of payment issued by such government department or agency within 30 days of the date required for withholding. Buyer shall not withhold compensation due Seller if Seller produces evidence, acceptable to Buyer, that Seller is not subject to the withholding of such taxes. Buyer agrees that it shall not unreasonably withhold such acceptance. Buyer shall reimburse Seller for any taxes withheld for which receipts or other reliable evidence substantiating the remittance of taxes to the appropriate government department or agency are not provided to Seller. Buyer's obligation to deliver to Seller tax receipts or other reliable evidence issued by the taxing authority shall not apply if Buyer establishes to the reasonable satisfaction of Seller that the appropriate government department or agency does not provide such documentation. Notwithstanding the above, if Buyer is required to pay any such taxes or amounts that Buyer believes is directly attributable to Seller, Buyer shall first provide notice to Seller and give Seller an opportunity to intervene to protect its interest before Buyer makes any payment.

Protest Rights. If the Buyer receives any demand or request for payment of any levies, charges, taxes or contributions for which it would seek indemnity or reimbursement from Seller, Buyer shall promptly and timely notify the Seller in writing of such demand or request. "Promptly and timely" as used in this sub clause means that Buyer must notify Seller so that Seller has enough time and a reasonable opportunity to appeal, protest or litigate the levies, charges, taxes or contributions in an appropriate venue. To the extent that Buyer fails to give prompt and timely notice, Seller has no obligation to, and will not, reimburse Buyer for these levies, charges, taxes or contributions. At Seller's request and cost, Buyer shall initiate an appeal, protest or litigation in Buyer's own name if Buyer is the only party that can legally initiate this appeal, protest or litigation. The Buyer shall allow the Seller to control the response to such demand or request and the Buyer shall use its best efforts to appeal against such demand or request. If Buyer is required to pay any levies, charges, taxes or contributions in order to pursue an appeal, protest or litigation, Seller shall reimburse Buyer for that amount promptly upon receipt of a written request from Buyer. Seller shall not be responsible for any compromise made by Buyer without Seller's prior written consent.

Cooperation. Buyer shall cooperate with Seller, and at the request of Seller, Buyer shall use its best efforts to supply to Seller such information (including documentary information) in connection with its activities as may be required by Seller for any of the following purposes:

- a) To enable Seller to comply with the lawful demand or requirement for such information by any appropriate government authority or to ensure that all requirements of the applicable law are being complied with;
- b) To enable Seller to conduct, defend, negotiate or settle any claim arising out of, or in connection with, such activities, whether or not such claim shall have become the subject of arbitration or judicial proceedings;
- c) To enable Seller to make any application (including, but without limitation, any claim for any allowances or relief) or representation in connection with, or to contest any assessment on, or liability of Seller to any taxes, duties, levies, charges and contributions (and any interest or penalties thereon); or
- d) To secure for Seller any beneficial tax treatment and legally minimize any tax obligations in connection with this Agreement.

Seller's request for such information and documents shall allow Buyer a reasonable time to prepare, provide and submit that information requested. The obligations set forth above shall exist for a period of six (6) years commencing with the date of agreement by Buyer of Seller's final statement of account under the Agreement, and the Buyer shall retain and shall procure any subcontractor hereunder to retain, all information and documents in connection with its activities under or pursuant to the Agreement as shall enable the Buyer to comply with the above obligations.

4. PAYMENT TERMS

Unless alternate payment terms are specified and agreed to by Seller in writing, all charges, including applicable packing and transportation costs, billed by Seller are payable within net 30 days of the date of invoice. Seller reserves the right to modify or withdraw credit terms at any time without notice. Unless otherwise specified, all payments are due in the currency specified in Seller's Proposal, Acknowledgment and/or invoice. Interest shall be due from Buyer to Seller on overdue accounts at the maximum rate allowed by law. When partial shipments are made, the goods will be invoiced as shipped and each invoice will be treated as a separate account and be payable accordingly. Payment for goods is due whether or not technical documentation and/or any third party certifications are complete at the time of shipment. Seller shall be entitled to recover all reasonable attorneys' fees and other costs incurred in the collection of overdue accounts. Seller reserves the right, where a genuine doubt exists as to Buyer's financial position or if Buyer is in default of any payment obligation, to suspend delivery or performance of any Agreement or any part thereof without liability and without prejudice to, and without limitation of, any other remedy available to Seller until Buyer cures the default or satisfactory security for payment has been provided. Seller shall have the option to extend the delivery date by a time at least equal to the period of such suspension. In the event of Rental, should Buyer default in meeting any of the terms hereunder for any reason, Seller has the right to retrieve all Rentals as detailed in the Proposal and also to collect rental payments due. If Buyer elects to exercise a purchase option for Rental equipment, rental charges will be incurred and will be invoiced until the later of: (i) the end of the agreed rental period; or (ii) 30 days prior to the receipt of total purchase price and all other rental amounts due.

5. DELIVERY

Unless otherwise agreed to by Seller in writing, delivery terms shall be EXW Seller's premises (INCOTERMS 2010), except to the extent modified by these Terms and Conditions. Where goods are to be supplied from stock, such supply is subject to availability of stocks at the date of delivery. Partial shipments may be made as agreed to by Buyer and Seller. Stated delivery dates are approximate only and cannot be guaranteed. Seller shall have no liability for damages arising out of the failure to keep a projected delivery date, irrespective of the length of the delay. In the event Buyer is unable to accept delivery of goods when tendered, Seller may, at its option, arrange for storage of the goods at Buyer's sole risk and Buyer shall be liable to Seller for the reasonable cost of such storage. This provision is without prejudice to any other rights which Seller may have with respect to Buyer's failure to take delivery of goods, which includes the right to invoice Buyer for the goods. Buyer agrees that title to the stored goods will transfer to Buyer upon invoicing notwithstanding Buyer's inability to accept delivery and that Buyer assumes all risk of loss or damage to the goods from the date title passes to Buyer. Buyer is responsible for all shipping costs from Seller's premises to the location as designated by the Buyer. All shipping costs for the return of goods from the location specified by Buyer to Seller's premises shall also be for Buyer's account.

6. FORCE MAJEURE

If either party is unable by reason of Force Majeure to carry out any of its obligations under this Agreement, other than the obligations to pay money when due and indemnification obligations assumed hereunder, then on such party giving notice and particulars in writing to the other party within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include acts of God, laws and regulations, government action, war, civil disturbances, strikes and labor problems, delays of vendors, carriers, lightning, fire, flood, washout, storm, breakage or accident to equipment or machinery, shortage of raw materials, and any other causes that are not reasonably within the control of the party so affected. Seller shall be paid its applicable standby rate, if any, during any such Force Majeure event.

7. CANCELLATION

Orders placed by Buyer and accepted by Seller may be canceled only with the consent of Seller and will subject Buyer to cancellation charges. All of Seller's documents, drawings and like information shall be returned to Seller upon Buyer's request for cancellation. No Orders may be canceled subsequent to delivery or shipment, whichever occurs earlier. As estimated actual damages, Buyer agrees to pay Seller the greater of Seller's actual costs incurred prior to cancellation plus a reasonable profit, or the following minimum cancellation charges:

- a) 20% of Agreement value if canceled 30 or more days prior to the original delivery/shipment date;
- b) 50% of the Agreement value if canceled thereafter; or
- c) 100% of the value of any non-standard items (which are items not built for stock or built to customer specifications).

In the event of Rental, minimum rental charges as stated in the Proposal will apply. Buyer shall verify the amount of the cancellation charges prior to canceling an order.

8. TITLE AND RISK OF LOSS

For purchased goods, ownership and risk of loss pass to Buyer upon the earlier of (a) Seller's delivery of the goods, or (b) invoicing by Seller for the goods where Buyer is unable to accept delivery on the scheduled date. Seller retains a security interest in the goods until the purchase price has been paid, and Buyer agrees to perform upon request all acts required to secure Seller's interest. Seller accepts no responsibility for any damage, shortage or loss in transit. Seller will attempt to pack or prepare all shipments so that they will not break, rust or deteriorate in shipment, but Seller does not guarantee against such damage. Claims for any damage, shortage or loss in transit must be made by Buyer on the carrier.

In the event of Rental, Buyer assumes all risk and liability whether or not covered by insurance, for loss or damage to the Rental machinery or equipment. Risk and liability passes to Buyer upon delivery by Seller. Title to Rental machinery or equipment shall remain with Seller at all times. Buyer acquires no ownership, title or property rights to the Rental machinery or equipment except the right to use the Rental machinery or equipment subject to the terms of this Agreement.

9. LIMITED WARRANTY

New Equipment/Parts. In the case of the purchase of new Equipment/Parts, and solely for the benefit of the original user, Seller warrants, for a period of eighteen (18) months from delivery or twelve (12) months from installation, whichever is earlier, that new Equipment/Parts of its own manufacture shall conform to the material and technical specifications set forth in the Agreement. Goods manufactured by others are sold "as is" except to the extent the manufacturer honors any applicable warranty made by the manufacturer. Secondhand goods are sold "as is". If the new Equipment/Parts fail to conform with such specifications upon inspection by Seller, Seller will, at its option and as Buyer's sole remedy, either repair or replace such defective Equipment/Parts with the type originally furnished.

Remanufactured to "As New" Equipment/Parts. Seller warrants to Buyer, that for a period of six (6) months from the date of delivery by Seller or installation of the Equipment/Parts, whichever is earlier, that reconditioned to "as new" Equipment/Parts will be free from defects in material and workmanship. If the reconditioned to "as new" Equipment/Parts fail to conform with such warranty upon inspection by Seller, Seller will, at its option and as Buyer's sole remedy, either repair or replace such defective Equipment/Parts with the type originally furnished.

Overhauled Equipment/Parts. Seller warrants that for a period of four (4) months from the date of delivery by Seller or three (3) months from installation, whichever is earlier, that overhauled Equipment/Parts will be free from defects in workmanship. If the overhauled Equipment/Parts fail to conform with such warranty upon inspection by Seller, Seller will, at its option and as Buyer's sole remedy, either repair or replace such defective Equipment/Parts with the type originally furnished. This warranty expressly assumes that parts normally considered consumables (including, but not limited to rubber goods, seals (rubber, polymer and/or metallic) and/or bearings, are replaced during overhaul. If Buyer requests that such parts not be replaced, Seller hereby disclaims any warranty for said overhauled Equipment/Parts.

Service. Seller warrants that the Services to be provided pursuant to this Agreement shall conform to the material aspects of the specifications set forth in the Agreement. Seller shall re-perform that part of the non-conforming Services, provided Seller is notified by Buyer prior to Seller's departure from the worksite.

Rental. Seller warrants that the Rental equipment to be provided pursuant to this Agreement shall conform to the material aspects of the specifications set forth in the Agreement. Provided Seller is notified by Buyer prior to Seller's departure from the worksite, Seller shall repair or replace non-conforming Rental equipment. In the event of failure or other non-performance of Seller's Rental equipment's contributing to loss of hole, rental rates will apply during re-drill to equivalent TD.

Seller's warranty obligations hereunder shall not apply if non-conformity or failure was caused by (a) Buyer's failure to properly store or maintain the equipment or parts; (b) the unauthorized modification, repair or service of the equipment or parts by Buyer; (c) utilization of replacement parts not manufactured by Seller; or (d) use or handling of the equipment by Buyer in a manner inconsistent with Seller's recommendations. Further, Seller's warranty obligations under this Article 9 shall terminate if (a) Buyer fails to perform its obligations under this or any other Agreement between the parties, or (b) if Buyer fails to pay any charges due Seller. Any third party warranties provided on equipment or parts not manufactured by Seller are assigned to Buyer, without recourse, at the time of delivery, provided such warranties are assignable.

THIS ARTICLE 9 SETS FORTH BUYER'S SOLE REMEDY AND SELLER'S EXCLUSIVE OBLIGATION WITH REGARD TO NON-CONFORMING EQUIPMENT, PARTS, SERVICES OR RENTAL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED PURSUANT TO THE PROVISIONS OF THIS ARTICLE 9, SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AND SELLER DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. CHANGES

Seller expressly reserves the right to change, discontinue or modify the design and manufacture of its products without obligation to furnish, retrofit or install products previously or subsequently sold.

11. RETURN OF MAKE TO STOCK GOODS

With Seller's written approval, unused, incorrectly shipped or "Made to Stock" goods ordered incorrectly, in new condition and of current manufacture and catalog specifications may be returned by Buyer for credit (subject to a restocking fee), provided written request is received within one (1) year after the purchase date. Non-standard goods are not returnable for credit and such goods shall only be accepted for return with the prior written agreement of Seller. Requests for return of goods must show the original purchase order number, invoice number, description of material, and date of purchase. Return of goods does not relieve Buyer of the obligation to make payment against Seller's invoice, and any credit or refund allowed will be issued following Seller's receipt of the goods. The credit allowed on returned goods, if any, is a merchandise credit and is applicable only against future purchases of Seller goods. The credit given will be solely in Seller's discretion and may be based on the original or a subsequently adjusted price. A charge will be assessed to clean-up, refinish and restock the goods, if applicable. No rubber or electronic products or components may be returned for credit after six (6)

months from date of purchase.

12. LIABILITIES, RELEASES AND INDEMNIFICATION

For purpose of this Article 12, the following definitions shall apply:

"Seller Group" shall mean (i) Seller, its parent, subsidiary or related companies, (ii) its and their working interest owners, co-lessees, co-owners, partners, joint venturers, if any, and their respective parents, subsidiary or related companies and (iii) the officers, directors, employees, consultants, agents and invitees of all of the foregoing.

"Buyer Group" shall mean (i) Buyer, its parent, subsidiary or related companies, (ii) its and their working interest owners, co-lessees, co-owners, partners, joint venturers, if any, and their respective parents, subsidiary or related companies and (iii) the officers, directors, employees, consultants, agents and invitees of all of the foregoing.

"Claims" shall mean all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including, without limitation, attorneys' fees and costs of litigation) of any kind or character arising out of, or related to, the performance of or subject matter of this Agreement (including, without limitation, property loss or damage, personal or bodily injury, sickness, disease or death, loss of services and/or wages, or loss of consortium or society).

- a) Seller shall release, indemnify, defend and hold Buyer Group harmless from and against any and all Claims in respect of personal or bodily injury to, sickness, disease or death of any member of Seller Group or Seller Group's subcontractors or their employees, agents or invitees, and all Claims in respect of damage to or loss or destruction of property owned, leased, rented or hired by any member of Seller Group or Seller Group's subcontractors or their employees, agents or invitees.
- b) Buyer shall release, indemnify, defend and hold Seller Group harmless from and against any and all Claims in respect of personal or bodily injury to, sickness, disease or death of any member of Buyer Group or Buyer Group's other contractors or their employees, agents or invitees, and all Claims in respect of damage to or loss or destruction of property owned, leased, rented or hired by any member of Buyer Group or Buyer Group's other contractors or their employees, agents or invitees.
- c) Each party covenants and agrees to support the mutual indemnity obligations contained in Paragraphs (a) and (b) above, by carrying equal amounts of insurance (or qualified self insurance) in an amount not less than U.S. \$5,000,000.00.
- d) Notwithstanding anything contained in this Agreement to the contrary, in all instances where Seller is providing Services at a well site, Buyer, to the maximum extent permitted under applicable law, shall release, indemnify, defend and hold Seller Group and Seller Group subcontractors harmless from and against any and all Claims asserted by or in favor of any person or party, including Seller Group, Buyer Group or any other person or party, resulting from: (i) loss of or damage to any well or hole (including but not limited to the costs of re-drill), (ii) blowout, fire, explosion, cratering or any uncontrolled well condition (including but not limited to the costs to control a wild well and the removal of debris), (iii) damage to any reservoir, geological formation or underground strata or the loss of oil, water or gas therefrom, (iv) pollution or contamination of any kind (other than surface spillage of fuels, lubricants, rig sewage or garbage, to the extent attributable to the negligence of Seller Group, including but not limited to the cost of control, removal and clean-up, or (v) damage to, or escape of any substance from, any pipeline, vessel or storage facility.
- e) NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER AND EACH PARTY RELEASES THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES (WHETHER FORESEEABLE AT THE DATE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PRODUCTION, LOST REVENUE, LOST PRODUCT, LOST PROFIT, LOST BUSINESS OR BUSINESS OPPORTUNITIES.
- f) Seller's total liability for all claims, damages, causes of action, demands, judgments, fines, penalties, awards, losses, costs and expenses (including attorney's fees and cost of litigation) shall be limited to and shall not exceed the value of the Equipment, Parts, Services or Rental purchased under the Agreement.
- g) THE EXCLUSIONS OF LIABILITY, RELEASES AND INDEMNITIES SET FORTH IN PARAGRAPHS A. THROUGH F. OF THIS ARTICLE 12 SHALL APPLY TO ANY CLAIM(S), LOSSES OR DAMAGES WITHOUT REGARD TO THE CAUSE(S) THEREOF, INCLUDING BUT NOT LIMITED TO PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF PRODUCTS OR EQUIPMENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OR OTHER LEGAL FAULT OR RESPONSIBILITY OF ANY PERSON (INCLUDING THE INDEMNIFIED OR RELEASED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE.
- h) Redress under the indemnity provisions set forth in this Article 12 shall be the exclusive remedy(ies) available to the parties hereto for the matters, claims, damages and losses covered by such provisions.

13. INSURANCE

Upon written request, each party shall furnish to the other party certificates of insurance evidencing the fact that the adequate insurance to support each party's obligations hereunder has been secured. To the extent of each party's release and indemnity obligations expressly assumed by each party hereunder, each party agrees that all such insurance policies shall, (a) be primary to the other party's insurance; (b) include the other party, its parent, subsidiary and affiliated or related companies, and its and their respective officers, directors, employees, consultants and agents as additional insured; and, (c) be endorsed to waive subrogation against the other party, its parent, subsidiary and affiliated or related companies, and its and their respective officers, directors, employees, consultants and agents.

14. GOVERNING LAW

Except for Equipment, Parts, Services or Rental provided, or to be provided, by Seller in North or South

America (the "America's"), this Agreement shall be governed by and interpreted in accordance with the laws of England and Wales, excluding conflicts and choice of law principles. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said rules. Arbitration shall be held in London, England and shall be conducted in the English language.

For Equipment, Parts, Services or Rental provided, or to be provided, by Seller in the America's, this Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas, excluding conflicts and choice of law principles. Any dispute, action or proceeding arising out of or relating to this Agreement must be brought in a state or federal court sitting in Harris County, Texas, and each of the parties hereby agrees to irrevocably submit itself to the exclusive jurisdiction of each such court in any such action or proceeding and waives any objection it may now or hereafter have to venue or convenience of forum.

Seller retains the right to arbitrate any all disputes that may arise in connection with the provision of the Equipment, Parts, Services or Rental.

15. OWNERSHIP AND PATENT INDEMNITY

All software used in connection with the Equipment, Parts, Services or Rental, either purchased or rented from Seller, is copyrighted and owned by Seller and licensed to Buyer. Seller warrants that the use or sale of Equipment or Parts hereunder will not infringe patents of others by reason of the use or sale of such Equipment or Parts per se, and hereby agrees to hold Buyer harmless against judgment for damages for infringement of any such patent, provided that Buyer shall promptly notify Seller in writing upon receipt of any claim for infringement, or upon the filing of any such suit for infringement, whichever first occurs, and shall afford Seller full opportunity, at Seller's option and expense, to answer such claim or threat of suit, assume the control of the defense of such suit, and settle or compromise same in any way Seller sees fit. Seller does not warrant that such Equipment or Parts: (a) will not infringe any such patent when not of Seller's manufacture, or specially made, in whole or in part, to the Buyer's design specifications; or (b) if used or sold in combination with other materials or apparatus or used in the practice of processes, will not, as a result of such combination or use, infringe any such patent, and Seller shall not be liable and does not indemnify Buyer for damages or losses of any nature whatsoever resulting from actual or alleged patent infringement arising pursuant to (a) and (b) above. **THIS ARTICLE STATES THE ENTIRE RESPONSIBILITY OF SELLER CONCERNING PATENT INFRINGEMENT.**

16. REGULATORY COMPLIANCE

By acceptance of delivery under this Agreement, Buyer warrants it has complied with all applicable governmental, statutory and regulatory requirements and will furnish Seller with such documents as may be required. Seller warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders in effect at the time of Agreement execution, including laws and regulations pertaining to labor, wages, hours and other conditions of employment, and applicable price ceilings if any. Seller will not provide any certification or other documentation nor agree to any contract provision or otherwise act in any manner which may cause Seller to be in violation of applicable United States law, including but not limited to the Export Administration Act of 1979 and regulations issued pursuant thereto. **No provision in this Agreement shall be interpreted or applied which would require any party to do or refrain from doing any act which would constitute a violation of, or result in a loss of economic benefit under, any anti-boycott including but not limited to any such law of the United States.** All Orders shall be conditional upon granting of export licenses or import permits which may be required. Buyer shall obtain at its own risk any required export license and import permits and Buyer shall remain liable to accept and pay for material if licenses are not granted or are revoked.

17. CONFIDENTIAL INFORMATION

Each party recognizes and acknowledges that it shall maintain all data, information, disclosures, documents, drawings, specifications, patterns, calculations, technical information and other documents (collectively, "Confidential Information") obtained from the other party in strict confidence. However, nothing hereinabove contained shall deprive the party receiving the Confidential Information of the right to use or disclose any information: (a) which is, at the time of disclosure, known to the trade or public; (b) which becomes at a later date known to the trade or the public through no fault of the party receiving the Confidential Information and then only after said later date; (c) which is possessed by the party receiving the Confidential Information, as evidenced by such party's written records, before receipt thereof from the party disclosing the Confidential Information; (d) which is disclosed to the party receiving the Confidential Information in good faith by a third party who has an independent right to

such information; (e) which is developed by the party receiving the Confidential Information as evidenced by documentation, independently of the Confidential Information; or, (f) which is required to be disclosed by the party receiving the Confidential Information pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided that the party receiving the Confidential Information uses its best efforts to provide timely notice to the party disclosing the Confidential Information of such order to permit such party an opportunity to contest such order. In the event that Seller owns copyrights to, patents to or has filed patent applications on, any technology related to the Equipment, Parts, Services or Rental furnished by Seller hereunder, and if Seller makes any improvements on such technology, then Seller shall own all such improvements, including drawings, specifications, patterns, calculations, technical information and other documents.

18. INDEPENDENT CONTRACTOR

It is expressly understood that Seller is an independent contractor, and that neither Seller nor its principle, partners, employees or subcontractors are servants, agents or employees of Buyer. In all cases where Seller's employees (defined to include Seller's and its subcontractors, direct, borrowed, special, or statutory employees) are covered by the Louisiana Worker's Compensation Act. La. R.S. 23:102 et seq., Seller and Buyer agreed that all Equipment, Parts, Services or Rental provided by Seller and Seller's employees pursuant to this Agreement are an integral part of and are essential to the ability of Buyer to generate Buyer's goods, products, and services for the purpose of La. R.S. 23:106(A) (1). Furthermore, Seller and Buyer agree that Buyer is the statutory employer of all of Seller's employees for the purpose of La. R.S. 23:1061(A) (3).

19. ADDITIONAL RENTAL TERMS AND CONDITIONS

Unless otherwise indicated, the rental rates contained in Seller's Proposal are on a per day basis and such rates shall apply to each piece of equipment or part rented. Seller represents that it has fully inspected the Rental equipment and parts as detailed in the Agreement and that said equipment and parts are in good condition and repair, and are fully acceptable for use as specified in the Agreement. Furthermore, Seller represents that the Rental equipment and parts are not subject to any encumbrances or liens, and that Seller has full title to the equipment and parts, and thus, Seller is authorized to enter into and execute this Agreement.

Buyer represents that it shall use the Rental equipment and parts in a careful and proper manner and shall comply with all laws, ordinances and regulations relating to the possession, use and maintenance of the equipment and parts in accordance with Seller's approved procedures. In the event the parties agree that the Buyer shall operate the Rental equipment and parts, Buyer further represents that the Rental equipment and parts will be operated by skilled employees trained in the use of the Rental equipment and parts. Buyer shall keep the Rental equipment and parts free and clear of all liens and encumbrances arising in connection with Buyer's operations and/or use of the Rental equipment and parts. Buyer, at its sole cost, shall provide and maintain insurance against the loss, theft, damage or destruction of the Rental equipment and parts. The coverage shall be in an amount not less than the new replacement price of the Rental equipment and parts. NOV shall provide equipment and parts prices at execution of this Agreement.

At the expiration of the applicable rental term, Buyer will at its sole cost return the Rental equipment to the facility designated by Seller, in working condition (reasonable wear and tear excepted). Upon receipt of the returned Rental equipment, Seller will service and inspect the Rental equipment. In the event Seller determines that the Rental equipment is materially damaged or not in working condition (reasonable wear and tear excepted), any service work required to bring the Rental equipment to good working condition will be charged back to the Buyer. Such charges may include service, inspection, and spare parts.

20. GENERAL

Failure of Buyer or Seller to enforce any of the terms and conditions of this Agreement shall not prevent a subsequent enforcement of such terms and conditions or be deemed a waiver of any subsequent breach. Should any provisions of this Agreement, or portion thereof, be unenforceable or in conflict with applicable governing country, state, province, or local laws, then the validity of the remaining provisions, and portions thereof, shall not be affected by such unenforceability or conflict, and this Agreement shall be construed as if such provision supersedes all prior oral or written agreements or representations. Buyer acknowledges that it has not relied on any representations other than those contained in this Agreement. This Agreement shall not be varied, supplemented, qualified, or interpreted by any prior course of dealing between the parties or by any usage of trade and may only be amended by an agreement executed by an authorized representative of each party.



NATIONAL OILWELL VARCO, L.P.
RIG SOLUTIONS SPARES (ML: HOU)
5130 NORTH SAM HOUSTON PARKWAY WEST
LEDGER 183
HOUSTON, TX 77086 (US)
(281) 943-5801 Phone

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Please reference this Quote Number on all correspondence.

Invoice To

B051 110 HOU
NOBLE DRILLING SERVICES INC
13135 S. DAIRY ASHFORD
SUITE 800
SUGARLAND, TX 77478 US

Ship To

S999
NOBLE DRILLING CORP
CONTACT CUSTOMER SERVICE REP
TBD, US

Cust Contact

Customer eMail

Date Printed

09/25/2014

Ultimate Dest

UNITED STATES

Quote Date

09/23/2014

Currency

UNITED STATES DOLLAR

Freight Terms

COLL

Quote Exp Date

11/07/2014

Quoted by

Eldridge, Susan C

Payment Terms

NET 30 FROM INVOICE DATE

Ref/Rig Name

Noble Drilling Rig Noble Amos Runner

Shipping Terms

EX-WORKS

Branch

REPAIR CENTER - LOUISIANA

Carrier

Details

Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
001	80342+30 SCREEN,ARRESTOR,SPARK Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: < 0.01 LB Total Weight: 0.02 LB HARMONIZED TARIFF SCHEDULE CODE: 8474900010 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 09/30/2014	EA	2.000	\$172.00	\$146.20	\$292.40	STOCK
002	50004-6-C5 SCREW, CAP-HEX HD SOH=0 USE P/N #700010611 Stocking Line: SOH Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.01 LB Total Weight: 0.40 LB HARMONIZED TARIFF SCHEDULE CODE: 7318158066 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 40.0000 09/23/2014 10/17/2014	EA	40.000	\$.11	\$.09	\$3.74	3
003	51804-C Nut, Flexloc, 1/4-20NC,Zinc Pl replaces 902395-1 Stocking Line: MTS	EA	40.000	\$.76	\$.65	\$25.84	STOCK



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Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 0.09 LB Total Weight: 3.60 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 7318160085						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 40.0000 09/23/2014 09/30/2014						
004	50808-R-C	EA	4.000	\$.33	\$.28	\$1.12	STOCK
	Varco BJ Washer, flat						
	Stocking Line: MTS						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 0.02 LB Total Weight: 0.08 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 7318220000						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 4.0000 09/23/2014 09/30/2014						
005	50910-C	EA	4.000	\$.14	\$.12	\$.48	STOCK
	Spring Lockwasher 5/8"						
	Same as 50910						
	Stocking Line: MTS						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 0.02 LB Total Weight: 0.08 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 7318210090						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 4.0000 09/23/2014 09/30/2014						
006	50908-C	EA	20.000	\$.11	\$.09	\$1.87	STOCK
	Lockwasher						
	replaces 939352-62						
	Stocking Line: MTS						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 0.01 LB Total Weight: 0.20 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 7318210090						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 20.0000 09/23/2014 09/30/2014						



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Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
007	51806-C <i>Flexloc nut 3/8</i> Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.02 LB Total Weight: 0.12 LB HARMONIZED TARIFF SCHEDULE CODE: 7318160085 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 6.0000 09/23/2014 09/30/2014	EA	6.000	\$1.55	\$1.32	\$7.90	STOCK
008	73468-1 TDS CONDUIT COVER Stocking Line: MTSS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.32 LB Total Weight: 0.32 LB HARMONIZED TARIFF SCHEDULE CODE: 7307995045 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/05/2014	EA	1.000	\$48.00	\$40.80	\$40.80	2
009	50010-12-C5D SCREW, CAP-HEX HD DRILLED Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.18 LB Total Weight: 0.72 LB HARMONIZED TARIFF SCHEDULE CODE: 7318158066 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/23/2014 09/30/2014	EA	4.000	\$4.32	\$3.67	\$14.69	STOCK
010	50008-8-C5D SCREW, CAP-HEX HD DRILLED Stocking Line: MTS Line Discount: 15.00% Country of Origin: TAIWAN, PROVINCE OF CHINA Unit Weight: 0.08 LB Total Weight: 0.96 LB HARMONIZED TARIFF SCHEDULE CODE: 7318158066 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99	EA	12.000	\$3.39	\$2.88	\$34.58	STOCK



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Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
	Del# Quantity Required Date Promise Date						
	0001 12.0000 09/23/2014 09/30/2014						
011	50008-12-C5D	EA	8.000	\$3.47	\$2.95	\$23.60	STOCK
	SCREW, CAP-HEX HD DRILLED						
	Stocking Line: MTS						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 0.12 LB Total Weight: 0.96 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 7318158066						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 8.0000 09/23/2014 09/30/2014						
012	50006-12-C5	EA	6.000	\$1.70	\$1.45	\$8.67	STOCK
	SCREW, CAP-HEX-HD (UNC)						
	Stocking Line: MTS						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 0.06 LB Total Weight: 0.33 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 7318158066						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 6.0000 09/23/2014 09/30/2014						
013	50006-12-C5D	EA	7.000	\$3.50	\$2.97	\$20.82	STOCK
	SCREW, CAP-HEX HD DRILLED						
	Stocking Line: MTS						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 0.06 LB Total Weight: 0.39 LB						
	HARMONIZED TARIFF SCHEDULE CODE: 7318158066						
	EXPORT CONTROL CLASSIFICATION NUMBER: EAR99						
	Del# Quantity Required Date Promise Date						
	0001 7.0000 09/23/2014 09/30/2014						
014	50006-10-C5D	EA	6.000	\$3.20	\$2.72	\$16.32	STOCK
	SCREW, CAP-HEX HD DRILLED						
	Stocking Line: MTS						
	Line Discount: 15.00%						
	Country of Origin: UNITED STATES OF AMERICA						
	Unit Weight: 0.18 LB Total Weight: 1.08 LB						



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Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
	HARMONIZED TARIFF SCHEDULE CODE: 7318158066 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 6.0000 09/23/2014 09/30/2014						
015	50005-10-C5D SCREW, CAP-HEX HD DRILLED Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.03 LB Total Weight: 0.09 LB HARMONIZED TARIFF SCHEDULE CODE: 7318158066 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 3.0000 09/23/2014 09/30/2014	EA	3.000	\$5.03	\$4.28	\$12.83	STOCK
016	50006-8-C5D SCREW, CAP-HEX HD DRILLED Stocking Line: MTS Line Discount: 15.00% Country of Origin: TAIWAN, PROVINCE OF CHINA Unit Weight: 0.10 LB Total Weight: 0.10 LB HARMONIZED TARIFF SCHEDULE CODE: 7318158066 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 09/30/2014	EA	1.000	\$4.04	\$3.43	\$3.43	STOCK
017	109411 EXCHANGER,HEAT Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 140.00 LB Total Weight: 140.00 LB HARMONIZED TARIFF SCHEDULE CODE: 8419505000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/04/2014	EA	1.000	\$3,899.00	\$3,314.15	\$3,314.15	2
018	84821 IMPELLER,BLOWER Stocking Line: MTS Line Discount: 15.00%	EA	1.000	\$1,672.00	\$1,421.20	\$1,421.20	STOCK



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RIG SOLUTIONS SPARES (ML: HOU)
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Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
	Country of Origin: UNITED STATES OF AMERICA Unit Weight: 29.00 LB Total Weight: 29.00 LB HARMONIZED TARIFF SCHEDULE CODE: 8414904140 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 09/30/2014						
019	83591	EA	1.000	\$853.00	\$725.05	\$725.05	STOCK
	COVER,BLOWER Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 14.00 LB Total Weight: 14.00 LB HARMONIZED TARIFF SCHEDULE CODE: 8431438060 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 09/30/2014						
020	81780	EA	2.000	\$12.80	\$10.88	\$21.76	STOCK
	GASKET,BLOWER Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.25 LB Total Weight: 0.50 LB HARMONIZED TARIFF SCHEDULE CODE: 4016935050 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 09/30/2014						
021	78801	EA	1.000	\$31.00	\$26.35	\$26.35	STOCK
	CLAMP,HOSE,2.5-12.25 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.15 LB Total Weight: 0.15 LB HARMONIZED TARIFF SCHEDULE CODE: 7326908588 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 09/30/2014						
022	77823	EA	2.000	\$2.72	\$2.31	\$4.62	STOCK
	GASKET,EXHAUST,HEAT-EXCHANGER						



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Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
	Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.24 LB Total Weight: 0.48 LB HARMONIZED TARIFF SCHEDULE CODE: 4016935050 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 09/30/2014						
023	76651-2 TDS-3 GASKET BLOWER OUT Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.25 LB Total Weight: 0.25 LB HARMONIZED TARIFF SCHEDULE CODE: 4016935050 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 09/30/2014	EA	1.000	\$5.01	\$4.26	\$4.26	STOCK
024	76649 GASKET,INLET,MOTOR Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.14 LB Total Weight: 0.14 LB HARMONIZED TARIFF SCHEDULE CODE: 4016935050 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 09/30/2014	EA	1.000	\$2.84	\$2.41	\$2.41	STOCK
025	72396 PLUG, FLANGED*SCD* Stocking Line: MTS Line Discount: 20.00% Country of Origin: UNITED STATES OF AMERICA HARMONIZED TARIFF SCHEDULE CODE: 7307995045 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 09/30/2014	EA	1.000	\$45.40	\$36.32	\$36.32	STOCK
026	50004-5-C5D	EA	4.000	\$2.73	\$2.32	\$9.28	STOCK



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	SCREW, CAP-HEX HD (UNC-2A) Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: < 0.01 LB Total Weight: 0.04 LB HARMONIZED TARIFF SCHEDULE CODE: 7318158066 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/23/2014 09/23/2014						
027	141304	EA	2.000	\$21.80	\$18.53	\$37.06	STOCK
	VALVE,RELIEF,TDS Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: < 0.01 LB Total Weight: 0.02 LB HARMONIZED TARIFF SCHEDULE CODE: 8481400000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 09/23/2014						
028	88229	EA	1.000	\$5,036.00	\$4,280.60	\$4,280.60	STOCK
	MOTOR,BLOWER,20HP Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 158.00 LB Total Weight: 158.00 LB HARMONIZED TARIFF SCHEDULE CODE: 8501524000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 09/23/2014						
029	98141-3	EA	1.000	\$103.00	\$87.55	\$87.55	STOCK
	TDS4 OIL COOL HE FAN UL Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 1.75 LB Total Weight: 1.75 LB HARMONIZED TARIFF SCHEDULE CODE: 8412909080 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 09/23/2014						



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Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
030	50806-R-C WASHER, FLAT .063 THICK. Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.19 LB Total Weight: 2.96 LB HARMONIZED TARIFF SCHEDULE CODE: 7318220000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 16.0000 09/23/2014 09/23/2014	EA	16.000	\$.22	\$.19	\$2.99	STOCK
031	50906-C Lockwasher, 3/8, Cad Plated Steel. Note: Replaces Part Number 50906. Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.01 LB Total Weight: 0.16 LB HARMONIZED TARIFF SCHEDULE CODE: 7318210090 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 16.0000 09/23/2014 09/23/2014	EA	16.000	\$.04	\$.04	\$.59	STOCK
032	50006-48-C5D SCREW, CAP-HEX HD DRILLED Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.19 LB Total Weight: 0.19 LB HARMONIZED TARIFF SCHEDULE CODE: 7318158066 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 09/23/2014	EA	1.000	\$3.64	\$3.09	\$3.09	STOCK

Sub-Total \$10,486.37

Total Sales Quote Acknowledgement DR515023-3 Rev : \$10,486.37



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Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
	<p>"DISCLAIMER: All ECCN and HTS classification information received from National Oilwell Varco (NOV) is for informational purposes only and shall not be construed as NOV's representation, certification or warranty regarding the proper classification. Use of such classification information is at the Buyer's sole risk and without recourse to NOV. The Buyer is responsible for determining the correct classifications of all items prior to export and Buyer shall make its own export licensing determinations."</p>						

NOTES

This quotation is subject to NOV's Terms & Conditions and is valid for a period of 45 days from the date of this quotation. NOV Rig Solution Spares will supply a Certificate of Conformance on all orders and Standard Certification on all serial controlled equipment. However, if you require third party inspection and/or testing procedures (such as DNV, SR2 or SR3) which are beyond the scope of our standard specifications, requirements must be stipulated at time of purchase and any resulting additional costs will be borne by the buyer. The buyer shall be responsible for retaining the services of, and compensating, the third party inspection agency of their choice. Ultimate destination of material must be stated before acceptance of the order. Any re-exportation of this material contrary to United States law is prohibited.

All prices quoted are Ex-works.

Please note the following definitions:

MTS: Make to stock; standard stock items.

ESP: Critical items; insurance parts intended for rig down or urgent situations.

MTO: Make to order, non-stock, special order; non-returnable.

All deliveries quoted are in WEEKS and will apply against the receipt of your firm order, acceptable to NOV, and subject to prior sale.

Ex-works point: Spares Distribution Center, Houston, Texas or New Iberia, Louisiana, USA.;
UNLESS OTHERWISE NOTED IN HEADER TEXT

The lead times quoted are ERP system generated based on current availability and will be confirmed upon receipt of order. Please contact your local NOV Representative if quoted lead times are not satisfactory or if you have any other questions.

Thank you for your inquiry.

We appreciate your business.

End of Sales Quote Acknowledgement DR515023-3 Rev : TERMS AND CONDITIONS following this page.

NATIONAL OILWELL VARCO, L.P. AND ITS AFFILIATES
TERMS AND CONDITIONS FOR THE PROVISION OF EQUIPMENT, PARTS, SERVICES OR RENTAL

1. ACCEPTANCE

Orders or other requests, whether oral or written, for the supply or sale of machinery or equipment ("Equipment"), or for the supply or sale of spare or replacement parts ("Parts"), or for the provision of services ("Services"), or for the rental of machinery or equipment ("Rental") to be provided by **National Oilwell Varco, L.P.**, on behalf of itself and its divisions and subsidiaries, or by its affiliates ("Seller") to its customers (each a "Buyer") (the "Order(s)") are subject to Seller's written acceptance by an authorized representative of Seller and any Orders so accepted will be governed by (a) the terms and conditions stated in these Terms and Conditions for provision of Equipment, Parts, Services or Rental (the "Terms and Conditions"); (b) the written proposal submitted by Seller to Buyer ("Proposal"), if any; (c) the written order acknowledgment issued by Seller to Buyer ("Acknowledgment"), if any; and, (d) any change orders identified as such and agreed to in writing by Seller (the Order, Terms and Conditions, Proposal, Acknowledgment, and any such change order, and any such additional terms as agreed to in writing by an authorized representative of Seller collectively referred to herein as the "Agreement"). Buyer's submission of a purchase order (or other similar document) shall be deemed to be an express acceptance of these Terms and Conditions notwithstanding language in Buyer's purchase order (or other similar document) inconsistent herewith, and any inconsistent language in Buyer's purchase order (or other similar document) is hereby rejected. Buyer's purchase order (or other similar document) is incorporated in this Agreement, only to the extent of specifying the nature and description of the Equipment, Parts, Services or Rental and then only to the extent consistent with the Proposal or Acknowledgment. In the event of any conflict between a Proposal and an Acknowledgment, the Acknowledgment shall prevail.

2. PRICES

Prices of Equipment, Parts, Services or Rental shall be as stated in the Proposal or Acknowledgment, or if there is no Proposal or Acknowledgment, as otherwise agreed to in writing by Seller. Unless otherwise specified, all prices contained in a Proposal are valid for thirty (30) days from date of issue of the Proposal. All price quotations are EXW Seller's premises (INCOTERMS 2010), or as agreed per the Proposal or Acknowledgment and are subject to change without notice. Seller bears no responsibility for any consular fees, fees for legalizing invoices, certificates of origin, stamping bills of lading, or other charges required by the laws of any country of destination, or any fines, penalties or interest imposed due to incorrect declarations. Charges will be added for factory preparation and packaging for shipment. Minimum freight and invoice charges in effect at the time of the Order shall apply. If by reason of any act of government, the cost to Seller of performing its obligations hereunder is increased, such increase shall be added to the quoted price.

3. TAXES

Transaction Taxes. In addition to the charges due under this Agreement, the Buyer shall be responsible for, and shall protect, indemnify, defend and save harmless Seller from and against the reporting, filing and payment of any taxes, duties, charges, licenses, or fees (and any related fines, penalties or interest and the like) imposed directly on Buyer as a result of this Agreement and all liabilities, costs, and associated expenses (including lawyers' and experts' fees) which may be incurred in connection therewith. Such taxes, duties, charges, licenses, or fees include but are not limited to any local, state, federal, foreign, or international sales, use, value added tax ("VAT"), goods and services tax ("GST"), rental, import, export, personal property, stamp, excise and like taxes and duties. If Seller pays any such tax, Buyer shall, within thirty (30) days of Seller's demand, reimburse Seller for the tax including interest, fines, and penalties, paid by the Seller. It shall be Buyer's sole obligation after payment to Seller to challenge the applicability of any tax.

Notwithstanding the foregoing, the Buyer shall provide Seller with a copy of all exporting documents and any other documents reasonably requested by Seller to prove or substantiate to the appropriate tax authorities the goods were timely exported.

Withholding Taxes. If Buyer is required by any appropriate government department or agency to withhold compensation due Seller to satisfy any obligation of Seller for taxes due, Buyer shall give at least 30 days' notice to Seller that Buyer will withhold. Buyer agrees to pay on a timely basis the amounts so withheld over to the appropriate government department or agency, on behalf of Seller, and to provide Seller with any tax receipts (originals, if possible) or other reliable evidence of payment issued by such government department or agency within 30 days of the date required for withholding. Buyer shall not withhold compensation due Seller if Seller produces evidence, acceptable to Buyer, that Seller is not subject to the withholding of such taxes. Buyer agrees that it shall not unreasonably withhold such acceptance. Buyer shall reimburse Seller for any taxes withheld for which receipts or other reliable evidence substantiating the remittance of taxes to the appropriate government department or agency are not provided to Seller. Buyer's obligation to deliver to Seller tax receipts or other reliable evidence issued by the taxing authority shall not apply if Buyer establishes to the reasonable satisfaction of Seller that the appropriate government department or agency does not provide such documentation. Notwithstanding the above, if Buyer is required to pay any such taxes or amounts that Buyer believes is directly attributable to Seller, Buyer shall first provide notice to Seller and give Seller an opportunity to intervene to protect its interest before Buyer makes any payment.

Protest Rights. If the Buyer receives any demand or request for payment of any levies, charges, taxes or contributions for which it would seek indemnity or reimbursement from Seller, Buyer shall promptly and timely notify the Seller in writing of such demand or request. "Promptly and timely" as used in this sub clause means that Buyer must notify Seller so that Seller has enough time and a reasonable opportunity to appeal, protest or litigate the levies, charges, taxes or contributions in an appropriate venue. To the extent that Buyer fails to give prompt and timely notice, Seller has no obligation to, and will not, reimburse Buyer for these levies, charges, taxes or contributions. At Seller's request and cost, Buyer shall initiate an appeal, protest or litigation in Buyer's own name if Buyer is the only party that can legally initiate this appeal, protest or litigation. The Buyer shall allow the Seller to control the response to such demand or request and the Buyer shall use its best efforts to appeal against such demand or request. If Buyer is required to pay any levies, charges, taxes or contributions in order to pursue an appeal, protest or litigation, Seller shall reimburse Buyer for that amount promptly upon receipt of a written request from Buyer. Seller shall not be responsible for any compromise made by Buyer without Seller's prior written consent.

Cooperation. Buyer shall cooperate with Seller, and at the request of Seller, Buyer shall use its best efforts to supply to Seller such information (including documentary information) in connection with its activities as may be required by Seller for any of the following purposes:

- a) To enable Seller to comply with the lawful demand or requirement for such information by any appropriate government authority or to ensure that all requirements of the applicable law are being complied with;
- b) To enable Seller to conduct, defend, negotiate or settle any claim arising out of, or in connection with, such activities, whether or not such claim shall have become the subject of arbitration or judicial proceedings;
- c) To enable Seller to make any application (including, but without limitation, any claim for any allowances or relief) or representation in connection with, or to contest any assessment on, or liability of Seller to any taxes, duties, levies, charges and contributions (and any interest or penalties thereon); or
- d) To secure for Seller any beneficial tax treatment and legally minimize any tax obligations in connection with this Agreement.

Seller's request for such information and documents shall allow Buyer a reasonable time to prepare, provide and submit that information requested. The obligations set forth above shall exist for a period of six (6) years commencing with the date of agreement by Buyer of Seller's final statement of account under the Agreement, and the Buyer shall retain and shall procure any subcontractor hereunder to retain, all information and documents in connection with its activities under or pursuant to the Agreement as shall enable the Buyer to comply with the above obligations.

4. PAYMENT TERMS

Unless alternate payment terms are specified and agreed to by Seller in writing, all charges, including applicable packing and transportation costs, billed by Seller are payable within net 30 days of the date of invoice. Seller reserves the right to modify or withdraw credit terms at any time without notice. Unless otherwise specified, all payments are due in the currency specified in Seller's Proposal, Acknowledgment and/or invoice. Interest shall be due from Buyer to Seller on overdue accounts at the maximum rate allowed by law. When partial shipments are made, the goods will be invoiced as shipped and each invoice will be treated as a separate account and be payable accordingly. Payment for goods is due whether or not technical documentation and/or any third party certifications are complete at the time of shipment. Seller shall be entitled to recover all reasonable attorneys' fees and other costs incurred in the collection of overdue accounts. Seller reserves the right, where a genuine doubt exists as to Buyer's financial position or if Buyer is in default of any payment obligation, to suspend delivery or performance of any Agreement or any part thereof without liability and without prejudice to, and without limitation of, any other remedy available to Seller until Buyer cures the default or satisfactory security for payment has been provided. Seller shall have the option to extend the delivery date by a time at least equal to the period of such suspension. In the event of Rental, should Buyer default in meeting any of the terms hereunder for any reason, Seller has the right to retrieve all Rentals as detailed in the Proposal and also to collect rental payments due. If Buyer elects to exercise a purchase option for Rental equipment, rental charges will be incurred and will be invoiced until the later of: (i) the end of the agreed rental period; or (ii) 30 days prior to the receipt of total purchase price and all other rental amounts due.

5. DELIVERY

Unless otherwise agreed to by Seller in writing, delivery terms shall be EXW Seller's premises (INCOTERMS 2010), except to the extent modified by these Terms and Conditions. Where goods are to be supplied from stock, such supply is subject to availability of stocks at the date of delivery. Partial shipments may be made as agreed to by Buyer and Seller. Stated delivery dates are approximate only and cannot be guaranteed. Seller shall have no liability for damages arising out of the failure to keep a projected delivery date, irrespective of the length of the delay. In the event Buyer is unable to accept delivery of goods when tendered, Seller may, at its option, arrange for storage of the goods at Buyer's sole risk and Buyer shall be liable to Seller for the reasonable cost of such storage. This provision is without prejudice to any other rights which Seller may have with respect to Buyer's failure to take delivery of goods, which includes the right to invoice Buyer for the goods. Buyer agrees that title to the stored goods will transfer to Buyer upon invoicing notwithstanding Buyer's inability to accept delivery and that Buyer assumes all risk of loss or damage to the goods from the date title passes to Buyer. Buyer is responsible for all shipping costs from Seller's premises to the location as designated by the Buyer. All shipping costs for the return of goods from the location specified by Buyer to Seller's premises shall also be for Buyer's account.

6. FORCE MAJEURE

If either party is unable by reason of Force Majeure to carry out any of its obligations under this Agreement, other than the obligations to pay money when due and indemnification obligations assumed hereunder, then on such party giving notice and particulars in writing to the other party within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include acts of God, laws and regulations, government action, war, civil disturbances, strikes and labor problems, delays of vendors, carriers, lightning, fire, flood, washout, storm, breakage or accident to equipment or machinery, shortage of raw materials, and any other causes that are not reasonably within the control of the party so affected. Seller shall be paid its applicable standby rate, if any, during any such Force Majeure event.

7. CANCELLATION

Orders placed by Buyer and accepted by Seller may be canceled only with the consent of Seller and will subject Buyer to cancellation charges. All of Seller's documents, drawings and like information shall be returned to Seller upon Buyer's request for cancellation. No Orders may be canceled subsequent to delivery or shipment, whichever occurs earlier. As estimated actual damages, Buyer agrees to pay Seller the greater of Seller's actual costs incurred prior to cancellation plus a reasonable profit, or the following minimum cancellation charges:

- a) 20% of Agreement value if canceled 30 or more days prior to the original delivery/shipment date;
- b) 50% of the Agreement value if canceled thereafter; or
- c) 100% of the value of any non-standard items (which are items not built for stock or built to customer specifications).

In the event of Rental, minimum rental charges as stated in the Proposal will apply. Buyer shall verify the amount of the cancellation charges prior to canceling an order.

8. TITLE AND RISK OF LOSS

For purchased goods, ownership and risk of loss pass to Buyer upon the earlier of (a) Seller's delivery of the goods, or (b) invoicing by Seller for the goods where Buyer is unable to accept delivery on the scheduled date. Seller retains a security interest in the goods until the purchase price has been paid, and Buyer agrees to perform upon request all acts required to secure Seller's interest. Seller accepts no responsibility for any damage, shortage or loss in transit. Seller will attempt to pack or prepare all shipments so that they will not break, rust or deteriorate in shipment, but Seller does not guarantee against such damage. Claims for any damage, shortage or loss in transit must be made by Buyer on the carrier.

In the event of Rental, Buyer assumes all risk and liability whether or not covered by insurance, for loss or damage to the Rental machinery or equipment. Risk and liability passes to Buyer upon delivery by Seller. Title to Rental machinery or equipment shall remain with Seller at all times. Buyer acquires no ownership, title or property rights to the Rental machinery or equipment except the right to use the Rental machinery or equipment subject to the terms of this Agreement.

9. LIMITED WARRANTY

New Equipment/Parts. In the case of the purchase of new Equipment/Parts, and solely for the benefit of the original user, Seller warrants, for a period of eighteen (18) months from delivery or twelve (12) months from installation, whichever is earlier, that new Equipment/Parts of its own manufacture shall conform to the material and technical specifications set forth in the Agreement. Goods manufactured by others are sold "as is" except to the extent the manufacturer honors any applicable warranty made by the manufacturer. Secondhand goods are sold "as is". If the new Equipment/Parts fail to conform with such specifications upon inspection by Seller, Seller will, at its option and as Buyer's sole remedy, either repair or replace such defective Equipment/Parts with the type originally furnished.

Remanufactured to "As New" Equipment/Parts. Seller warrants to Buyer, that for a period of six (6) months from the date of delivery by Seller or installation of the Equipment/Parts, whichever is earlier, that reconditioned to "as new" Equipment/Parts will be free from defects in material and workmanship. If the reconditioned to "as new" Equipment/Parts fail to conform with such warranty upon inspection by Seller, Seller will, at its option and as Buyer's sole remedy, either repair or replace such defective Equipment/Parts with the type originally furnished.

Overhauled Equipment/Parts. Seller warrants that for a period of four (4) months from the date of delivery by Seller or three (3) months from installation, whichever is earlier, that overhauled Equipment/Parts will be free from defects in workmanship. If the overhauled Equipment/Parts fail to conform with such warranty upon inspection by Seller, Seller will, at its option and as Buyer's sole remedy, either repair or replace such defective Equipment/Parts with the type originally furnished. This warranty expressly assumes that parts normally considered consumables (including, but not limited to rubber goods, seals (rubber, polymer and/or metallic) and/or bearings, are replaced during overhaul. If Buyer requests that such parts not be replaced, Seller hereby disclaims any warranty for said overhauled Equipment/Parts.

Service. Seller warrants that the Services to be provided pursuant to this Agreement shall conform to the material aspects of the specifications set forth in the Agreement. Seller shall re-perform that part of the non-conforming Services, provided Seller is notified by Buyer prior to Seller's departure from the worksite.

Rental. Seller warrants that the Rental equipment to be provided pursuant to this Agreement shall conform to the material aspects of the specifications set forth in the Agreement. Provided Seller is notified by Buyer prior to Seller's departure from the worksite, Seller shall repair or replace non-conforming Rental equipment. In the event of failure or other non-performance of Seller's Rental equipment's contributing to loss of hole, rental rates will apply during re-drill to equivalent TD.

Seller's warranty obligations hereunder shall not apply if non-conformity or failure was caused by (a) Buyer's failure to properly store or maintain the equipment or parts; (b) the unauthorized modification, repair or service of the equipment or parts by Buyer; (c) utilization of replacement parts not manufactured by Seller; or (d) use or handling of the equipment by Buyer in a manner inconsistent with Seller's recommendations. Further, Seller's warranty obligations under this Article 9 shall terminate if (a) Buyer fails to perform its obligations under this or any other Agreement between the parties, or (b) if Buyer fails to pay any charges due Seller. Any third party warranties provided on equipment or parts not manufactured by Seller are assigned to Buyer, without recourse, at the time of delivery, provided such warranties are assignable.

THIS ARTICLE 9 SETS FORTH BUYER'S SOLE REMEDY AND SELLER'S EXCLUSIVE OBLIGATION WITH REGARD TO NON-CONFORMING EQUIPMENT, PARTS, SERVICES OR RENTAL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED PURSUANT TO THE PROVISIONS OF THIS ARTICLE 9, SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AND SELLER DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. CHANGES

Seller expressly reserves the right to change, discontinue or modify the design and manufacture of its products without obligation to furnish, retrofit or install products previously or subsequently sold.

11. RETURN OF MAKE TO STOCK GOODS

With Seller's written approval, unused, incorrectly shipped or "Made to Stock" goods ordered incorrectly, in new condition and of current manufacture and catalog specifications may be returned by Buyer for credit (subject to a restocking fee), provided written request is received within one (1) year after the purchase date. Non-standard goods are not returnable for credit and such goods shall only be accepted for return with the prior written agreement of Seller. Requests for return of goods must show the original purchase order number, invoice number, description of material, and date of purchase. Return of goods does not relieve Buyer of the obligation to make payment against Seller's invoice, and any credit or refund allowed will be issued following Seller's receipt of the goods. The credit allowed on returned goods, if any, is a merchandise credit and is applicable only against future purchases of Seller goods. The credit given will be solely in Seller's discretion and may be based on the original or a subsequently adjusted price. A charge will be assessed to clean-up, refinish and restock the goods, if applicable. No rubber or electronic products or components may be returned for credit after six (6)

months from date of purchase.

12. LIABILITIES, RELEASES AND INDEMNIFICATION

For purpose of this Article 12, the following definitions shall apply:

"Seller Group" shall mean (i) Seller, its parent, subsidiary or related companies, (ii) its and their working interest owners, co-lessees, co-owners, partners, joint venturers, if any, and their respective parents, subsidiary or related companies and (iii) the officers, directors, employees, consultants, agents and invitees of all of the foregoing.

"Buyer Group" shall mean (i) Buyer, its parent, subsidiary or related companies, (ii) its and their working interest owners, co-lessees, co-owners, partners, joint venturers, if any, and their respective parents, subsidiary or related companies and (iii) the officers, directors, employees, consultants, agents and invitees of all of the foregoing.

"Claims" shall mean all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including, without limitation, attorneys' fees and costs of litigation) of any kind or character arising out of, or related to, the performance of or subject matter of this Agreement (including, without limitation, property loss or damage, personal or bodily injury, sickness, disease or death, loss of services and/or wages, or loss of consortium or society).

- a) Seller shall release, indemnify, defend and hold Buyer Group harmless from and against any and all Claims in respect of personal or bodily injury to, sickness, disease or death of any member of Seller Group or Seller Group's subcontractors or their employees, agents or invitees, and all Claims in respect of damage to or loss or destruction of property owned, leased, rented or hired by any member of Seller Group or Seller Group's subcontractors or their employees, agents or invitees.
- b) Buyer shall release, indemnify, defend and hold Seller Group harmless from and against any and all Claims in respect of personal or bodily injury to, sickness, disease or death of any member of Buyer Group or Buyer Group's other contractors or their employees, agents or invitees, and all Claims in respect of damage to or loss or destruction of property owned, leased, rented or hired by any member of Buyer Group or Buyer Group's other contractors or their employees, agents or invitees.
- c) Each party covenants and agrees to support the mutual indemnity obligations contained in Paragraphs (a) and (b) above, by carrying equal amounts of insurance (or qualified self insurance) in an amount not less than U.S. \$5,000,000.00.
- d) Notwithstanding anything contained in this Agreement to the contrary, in all instances where Seller is providing Services at a well site, Buyer, to the maximum extent permitted under applicable law, shall release, indemnify, defend and hold Seller Group and Seller Group subcontractors harmless from and against any and all Claims asserted by or in favor of any person or party, including Seller Group, Buyer Group or any other person or party, resulting from: (i) loss of or damage to any well or hole (including but not limited to the costs of re-drill), (ii) blowout, fire, explosion, cratering or any uncontrolled well condition (including but not limited to the costs to control a wild well and the removal of debris), (iii) damage to any reservoir, geological formation or underground strata or the loss of oil, water or gas therefrom, (iv) pollution or contamination of any kind (other than surface spillage of fuels, lubricants, rig sewage or garbage, to the extent attributable to the negligence of Seller Group, including but not limited to the cost of control, removal and clean-up, or (v) damage to, or escape of any substance from, any pipeline, vessel or storage facility.
- e) NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER AND EACH PARTY RELEASES THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES (WHETHER FORESEEABLE AT THE DATE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PRODUCTION, LOST REVENUE, LOST PRODUCT, LOST PROFIT, LOST BUSINESS OR BUSINESS OPPORTUNITIES.
- f) Seller's total liability for all claims, damages, causes of action, demands, judgments, fines, penalties, awards, losses, costs and expenses (including attorney's fees and cost of litigation) shall be limited to and shall not exceed the value of the Equipment, Parts, Services or Rental purchased under the Agreement.
- g) THE EXCLUSIONS OF LIABILITY, RELEASES AND INDEMNITIES SET FORTH IN PARAGRAPHS A. THROUGH F. OF THIS ARTICLE 12 SHALL APPLY TO ANY CLAIM(S), LOSSES OR DAMAGES WITHOUT REGARD TO THE CAUSE(S) THEREOF, INCLUDING BUT NOT LIMITED TO PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF PRODUCTS OR EQUIPMENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OR OTHER LEGAL FAULT OR RESPONSIBILITY OF ANY PERSON (INCLUDING THE INDEMNIFIED OR RELEASED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE.
- h) Redress under the indemnity provisions set forth in this Article 12 shall be the exclusive remedy(ies) available to the parties hereto for the matters, claims, damages and losses covered by such provisions.

13. INSURANCE

Upon written request, each party shall furnish to the other party certificates of insurance evidencing the fact that the adequate insurance to support each party's obligations hereunder has been secured. To the extent of each party's release and indemnity obligations expressly assumed by each party hereunder, each party agrees that all such insurance policies shall, (a) be primary to the other party's insurance; (b) include the other party, its parent, subsidiary and affiliated or related companies, and its and their respective officers, directors, employees, consultants and agents as additional insured; and, (c) be endorsed to waive subrogation against the other party, its parent, subsidiary and affiliated or related companies, and its and their respective officers, directors, employees, consultants and agents.

14. GOVERNING LAW

Except for Equipment, Parts, Services or Rental provided, or to be provided, by Seller in North or South

America (the "America's"), this Agreement shall be governed by and interpreted in accordance with the laws of England and Wales, excluding conflicts and choice of law principles. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said rules. Arbitration shall be held in London, England and shall be conducted in the English language.

For Equipment, Parts, Services or Rental provided, or to be provided, by Seller in the America's, this Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas, excluding conflicts and choice of law principles. Any dispute, action or proceeding arising out of or relating to this Agreement must be brought in a state or federal court sitting in Harris County, Texas, and each of the parties hereby agrees to irrevocably submit itself to the exclusive jurisdiction of each such court in any such action or proceeding and waives any objection it may now or hereafter have to venue or convenience of forum.

Seller retains the right to arbitrate any all disputes that may arise in connection with the provision of the Equipment, Parts, Services or Rental.

15. OWNERSHIP AND PATENT INDEMNITY

All software used in connection with the Equipment, Parts, Services or Rental, either purchased or rented from Seller, is copyrighted and owned by Seller and licensed to Buyer. Seller warrants that the use or sale of Equipment or Parts hereunder will not infringe patents of others by reason of the use or sale of such Equipment or Parts per se, and hereby agrees to hold Buyer harmless against judgment for damages for infringement of any such patent, provided that Buyer shall promptly notify Seller in writing upon receipt of any claim for infringement, or upon the filing of any such suit for infringement, whichever first occurs, and shall afford Seller full opportunity, at Seller's option and expense, to answer such claim or threat of suit, assume the control of the defense of such suit, and settle or compromise same in any way Seller sees fit. Seller does not warrant that such Equipment or Parts: (a) will not infringe any such patent when not of Seller's manufacture, or specially made, in whole or in part, to the Buyer's design specifications; or (b) if used or sold in combination with other materials or apparatus or used in the practice of processes, will not, as a result of such combination or use, infringe any such patent, and Seller shall not be liable and does not indemnify Buyer for damages or losses of any nature whatsoever resulting from actual or alleged patent infringement arising pursuant to (a) and (b) above. **THIS ARTICLE STATES THE ENTIRE RESPONSIBILITY OF SELLER CONCERNING PATENT INFRINGEMENT.**

16. REGULATORY COMPLIANCE

By acceptance of delivery under this Agreement, Buyer warrants it has complied with all applicable governmental, statutory and regulatory requirements and will furnish Seller with such documents as may be required. Seller warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders in effect at the time of Agreement execution, including laws and regulations pertaining to labor, wages, hours and other conditions of employment, and applicable price ceilings if any. Seller will not provide any certification or other documentation nor agree to any contract provision or otherwise act in any manner which may cause Seller to be in violation of applicable United States law, including but not limited to the Export Administration Act of 1979 and regulations issued pursuant thereto. **No provision in this Agreement shall be interpreted or applied which would require any party to do or refrain from doing any act which would constitute a violation of, or result in a loss of economic benefit under, any anti-boycott including but not limited to any such law of the United States.** All Orders shall be conditional upon granting of export licenses or import permits which may be required. Buyer shall obtain at its own risk any required export license and import permits and Buyer shall remain liable to accept and pay for material if licenses are not granted or are revoked.

17. CONFIDENTIAL INFORMATION

Each party recognizes and acknowledges that it shall maintain all data, information, disclosures, documents, drawings, specifications, patterns, calculations, technical information and other documents (collectively, "Confidential Information") obtained from the other party in strict confidence. However, nothing hereinabove contained shall deprive the party receiving the Confidential Information of the right to use or disclose any information: (a) which is, at the time of disclosure, known to the trade or public; (b) which becomes at a later date known to the trade or the public through no fault of the party receiving the Confidential Information and then only after said later date; (c) which is possessed by the party receiving the Confidential Information, as evidenced by such party's written records, before receipt thereof from the party disclosing the Confidential Information; (d) which is disclosed to the party receiving the Confidential Information in good faith by a third party who has an independent right to

such information; (e) which is developed by the party receiving the Confidential Information as evidenced by documentation, independently of the Confidential Information; or, (f) which is required to be disclosed by the party receiving the Confidential Information pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided that the party receiving the Confidential Information uses its best efforts to provide timely notice to the party disclosing the Confidential Information of such order to permit such party an opportunity to contest such order. In the event that Seller owns copyrights to, patents to or has filed patent applications on, any technology related to the Equipment, Parts, Services or Rental furnished by Seller hereunder, and if Seller makes any improvements on such technology, then Seller shall own all such improvements, including drawings, specifications, patterns, calculations, technical information and other documents.

18. INDEPENDENT CONTRACTOR

It is expressly understood that Seller is an independent contractor, and that neither Seller nor its principle, partners, employees or subcontractors are servants, agents or employees of Buyer. In all cases where Seller's employees (defined to include Seller's and its subcontractors, direct, borrowed, special, or statutory employees) are covered by the Louisiana Worker's Compensation Act. La. R.S. 23:102 et seq., Seller and Buyer agreed that all Equipment, Parts, Services or Rental provided by Seller and Seller's employees pursuant to this Agreement are an integral part of and are essential to the ability of Buyer to generate Buyer's goods, products, and services for the purpose of La. R.S. 23:106(A) (1). Furthermore, Seller and Buyer agree that Buyer is the statutory employer of all of Seller's employees for the purpose of La. R.S. 23:1061(A) (3).

19. ADDITIONAL RENTAL TERMS AND CONDITIONS

Unless otherwise indicated, the rental rates contained in Seller's Proposal are on a per day basis and such rates shall apply to each piece of equipment or part rented. Seller represents that it has fully inspected the Rental equipment and parts as detailed in the Agreement and that said equipment and parts are in good condition and repair, and are fully acceptable for use as specified in the Agreement. Furthermore, Seller represents that the Rental equipment and parts are not subject to any encumbrances or liens, and that Seller has full title to the equipment and parts, and thus, Seller is authorized to enter into and execute this Agreement.

Buyer represents that it shall use the Rental equipment and parts in a careful and proper manner and shall comply with all laws, ordinances and regulations relating to the possession, use and maintenance of the equipment and parts in accordance with Seller's approved procedures. In the event the parties agree that the Buyer shall operate the Rental equipment and parts, Buyer further represents that the Rental equipment and parts will be operated by skilled employees trained in the use of the Rental equipment and parts. Buyer shall keep the Rental equipment and parts free and clear of all liens and encumbrances arising in connection with Buyer's operations and/or use of the Rental equipment and parts. Buyer, at its sole cost, shall provide and maintain insurance against the loss, theft, damage or destruction of the Rental equipment and parts. The coverage shall be in an amount not less than the new replacement price of the Rental equipment and parts. NOV shall provide equipment and parts prices at execution of this Agreement.

At the expiration of the applicable rental term, Buyer will at its sole cost return the Rental equipment to the facility designated by Seller, in working condition (reasonable wear and tear excepted). Upon receipt of the returned Rental equipment, Seller will service and inspect the Rental equipment. In the event Seller determines that the Rental equipment is materially damaged or not in working condition (reasonable wear and tear excepted), any service work required to bring the Rental equipment to good working condition will be charged back to the Buyer. Such charges may include service, inspection, and spare parts.

20. GENERAL

Failure of Buyer or Seller to enforce any of the terms and conditions of this Agreement shall not prevent a subsequent enforcement of such terms and conditions or be deemed a waiver of any subsequent breach. Should any provisions of this Agreement, or portion thereof, be unenforceable or in conflict with applicable governing country, state, province, or local laws, then the validity of the remaining provisions, and portions thereof, shall not be affected by such unenforceability or conflict, and this Agreement shall be construed as if such provision supersedes all prior oral or written agreements or representations. Buyer acknowledges that it has not relied on any representations other than those contained in this Agreement. This Agreement shall not be varied, supplemented, qualified, or interpreted by any prior course of dealing between the parties or by any usage of trade and may only be amended by an agreement executed by an authorized representative of each party.



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REPAIR - LOUISIANA (ML: LRC)
5212 WEST HWY 90
LEDGER 183
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NEW IBERIA, LA 70560 (US)

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Invoice To

B051 110 LRC
NOBLE DRILLING SERVICES INC
13135 S. DAIRY ASHFORD
SUITE 800
SUGARLAND, TX 77478 US

Ship To

S999
NOBLE DRILLING CORP
CONTACT CUSTOMER SERVICE REP
TBD, US

Cust Contact

Customer eMail

Date Printed

09/24/2014

Ultimate Dest

UNITED STATES

Quote Date

09/23/2014

Currency

UNITED STATES DOLLAR

Freight Terms

COLL

Quote Exp Date

11/07/2014

Quoted by

Eldridge, Susan C

Payment Terms

NET 30 FROM INVOICE DATE

Ref/Rig Name

Noble Drilling Rig Noble Amos Runner

Shipping Terms

EX-WORKS

Branch

REPAIR CENTER - LOUISIANA

Carrier

Details

Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
001	50002-12-C5 SCREW,CAP-HEX HD Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: < 0.01 LB Total Weight: 0.01 LB HARMONIZED TARIFF SCHEDULE CODE: 7318158066 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 11/11/2014	EA	1.000	\$.29	\$.25	\$.25	7
002	50006-10-C5D SCREW, CAP-HEX HD DRILLED Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.18 LB Total Weight: 0.36 LB HARMONIZED TARIFF SCHEDULE CODE: 7318158066 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/11/2014	EA	2.000	\$3.20	\$2.72	\$5.44	3
003	51435-16-S PIN, COTTER TDS-S Stocking Line: MTS Line Discount: 15.00%	EA	4.000	\$.44	\$.38	\$1.50	3



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	Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.01 LB Total Weight: 0.04 LB HARMONIZED TARIFF SCHEDULE CODE: 7318240000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/23/2014 10/11/2014						
004	50906-C <i>Lockwasher, 3/8, Cad Plated Steel.</i> <i>Note: Replaces Part Number 50906.</i> Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.01 LB Total Weight: 0.06 LB HARMONIZED TARIFF SCHEDULE CODE: 7318210090 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 6.0000 09/23/2014 09/25/2014	EA	6.000	\$.04	\$.04	\$.22	STOCK
005	118976 BRACKET,SENSOR,WELDMENT Stocking Line: MTO Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 3.00 LB Total Weight: 3.00 LB EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 12/10/2014	EA	1.000	\$1,182.00	\$1,004.70	\$1,004.70	11
006	50510-C <i>Slotted Hex Nut 5/8</i> <i>replaces 55410</i> Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: < 0.01 LB Total Weight: 0.04 LB HARMONIZED TARIFF SCHEDULE CODE: 7318160085 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/23/2014 10/11/2014	EA	4.000	\$4.04	\$3.44	\$13.74	3
007	119113	EA	4.000	\$86.50	\$73.53	\$294.10	3



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	SCREW,HEX-HEAD,.625-11UN,MODIFIED Stocking Line: MTSS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.31 LB Total Weight: 1.24 LB HARMONIZED TARIFF SCHEDULE CODE: 7318158066 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/23/2014 10/11/2014						
008	50006-14-C5D SCREW, CAP-HEX HD (UNC) Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.09 LB Total Weight: 0.36 LB HARMONIZED TARIFF SCHEDULE CODE: 7318158066 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/23/2014 10/11/2014	EA	4.000	\$4.32	\$3.67	\$14.69	3
009	51206-8 Dowel Pin 3/8 x 1 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.04 LB Total Weight: 0.14 LB HARMONIZED TARIFF SCHEDULE CODE: 7318290000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/23/2014 09/25/2014	EA	4.000	\$.71	\$.60	\$2.41	STOCK
010	56517-8-6-C REDUCER, INT 37/37 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA HARMONIZED TARIFF SCHEDULE CODE: 7307995045 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/11/2014	EA	2.000	\$59.15	\$50.28	\$100.55	3



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011	56710-6-4-C REDUCER, PIPE-INT/EXT Stocking Line: MTO Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.37 LB Total Weight: 1.11 LB EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 3.0000 09/23/2014 10/31/2014	EA	3.000	\$232.00	\$197.20	\$591.60	5
012	51108-C Lockwasher, Heavy Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.01 LB Total Weight: 0.10 LB HARMONIZED TARIFF SCHEDULE CODE: 7318210090 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 10.0000 09/23/2014 10/11/2014	EA	10.000	\$.17	\$.14	\$1.44	3
013	50008-10-C5D SCREW, CAP-HEX HD DRILLED Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.10 LB Total Weight: 1.00 LB HARMONIZED TARIFF SCHEDULE CODE: 7318158066 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 10.0000 09/23/2014 10/11/2014	EA	10.000	\$3.28	\$2.79	\$27.88	3
014	56712-8-8-S ELBOW, 45DEG-EXT PIPE Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.25 LB Total Weight: 1.01 LB HARMONIZED TARIFF SCHEDULE CODE: 7307929000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/23/2014 10/09/2014	EA	4.000	\$18.00	\$15.30	\$61.20	2



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015	56712-6-6-S ELBOW, 45DEG-EXT PIPE Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.08 LB Total Weight: 0.48 LB HARMONIZED TARIFF SCHEDULE CODE: 7307225000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 6.0000 09/23/2014 10/11/2014	EA	6.000	\$16.00	\$13.60	\$81.60	3
016	56502-12-12S ELBOW, 45DEG EXT PIPE/37 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.22 LB Total Weight: 0.43 LB HARMONIZED TARIFF SCHEDULE CODE: 7307929000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/11/2014	EA	2.000	\$12.20	\$10.37	\$20.74	3
017	56502-12-8-S Elb 45 Deg-Ext/37 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.38 LB Total Weight: 3.04 LB HARMONIZED TARIFF SCHEDULE CODE: 7307225000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 8.0000 09/23/2014 10/09/2014	EA	8.000	\$19.00	\$16.15	\$129.20	2
018	55909-08-08-S QUICK DISCONNECT;FEMALE NPTF -8;MALE;MAT Stocking Line: MTO Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 11/21/2014	EA	2.000	\$15.00	\$12.75	\$25.50	8



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Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
019	782848806 COUPLING, MALE HALF/VALVED Stocking Line: MTS Line Discount: 10.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.50 LB Total Weight: 2.00 LB HARMONIZED TARIFF SCHEDULE CODE: 8481803090 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/23/2014 10/12/2014	EA	4.000	\$15.20	\$13.68	\$54.72	3
020	55908-8-8-S VLVD CPLR, QD Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.84 LB Total Weight: 1.68 LB HARMONIZED TARIFF SCHEDULE CODE: 8481302090 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/09/2014	EA	2.000	\$42.80	\$36.38	\$72.76	2
021	55908-6-6-S VALVED COUPLER, QD Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.44 LB Total Weight: 0.88 LB HARMONIZED TARIFF SCHEDULE CODE: 8481803090 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/09/2014	EA	2.000	\$36.27	\$30.83	\$61.66	2
022	53203+50 Grease Fitting Stocking Line: SOH Line Discount: 20.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.02 LB Total Weight: 0.02 LB HARMONIZED TARIFF SCHEDULE CODE: 8487900080 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date	EA	1.000	\$1.90	\$1.52	\$1.52	STOCK



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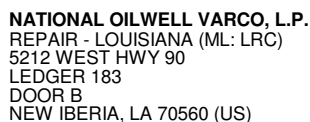
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	0001	1.0000	09/23/2014	09/25/2014			
023	53201+50 FTG, GREASE, 1/8"NPT Stocking Line: MTS Line Discount: 20.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: < 0.01 LB Total Weight: 0.03 LB HARMONIZED TARIFF SCHEDULE CODE: 8487900080 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 3.0000 09/23/2014 10/09/2014	EA	3.000	\$1.26	\$1.01	\$3.02	2
024	56700-8-6-S Reducing Bushing 1/2 x 3/8 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.09 LB Total Weight: 0.26 LB HARMONIZED TARIFF SCHEDULE CODE: 7307923030 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 3.0000 09/23/2014 10/11/2014	EA	3.000	\$4.29	\$3.65	\$10.94	3
025	52804-2-G BUSHING, REDUCING, TDS Stocking Line: MTS Line Discount: 15.00% Country of Origin: THAILAND Unit Weight: < 0.01 LB Total Weight: 0.01 LB HARMONIZED TARIFF SCHEDULE CODE: 7307199060 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/11/2014	EA	1.000	\$3.86	\$3.28	\$3.28	3
026	55914-8 Plug, Dust, Plastic, 1/2". Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.04 LB Total Weight: 0.08 LB HARMONIZED TARIFF SCHEDULE CODE: 3926909980	EA	2.000	\$4.64	\$3.95	\$7.89	2



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Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
	Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.07 LB Total Weight: 0.14 LB HARMONIZED TARIFF SCHEDULE CODE: 3923500000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 09/23/2014						
031	55915-6 <i>Cap, Dust plastic Quick Disconnect 3/8"</i> Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.04 LB Total Weight: 0.16 LB HARMONIZED TARIFF SCHEDULE CODE: 3926909980 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/23/2014 10/11/2014	EA	4.000	\$4.77	\$4.06	\$16.22	3
032	88098 RING, GLYD, 11.5X11.9X.20 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.14 LB Total Weight: 1.54 LB HARMONIZED TARIFF SCHEDULE CODE: 8484200000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 11.0000 09/23/2014 10/11/2014	EA	11.000	\$164.00	\$139.40	\$1,533.40	3
033	88096 SEAL, LIP, 12.5X13.75X.625 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 1.93 LB Total Weight: 3.86 LB HARMONIZED TARIFF SCHEDULE CODE: 4016935050 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 09/25/2014	EA	2.000	\$451.00	\$383.35	\$766.70	STOCK
034	88099	EA	1.000	\$3,218.75	\$2,735.94	\$2,735.94	3



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	BEARING,BALL,12.0X14.0X1.0 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 9.90 LB Total Weight: 9.90 LB HARMONIZED TARIFF SCHEDULE CODE: 8482105028 EXPORT CONTROL CLASSIFICATION NUMBER: 1C999 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/11/2014						
035	79854	EA	1.000	\$1,536.00	\$1,305.60	\$1,305.60	2
	BALL-BEARING,11"IDX13"OD,ROT.PH.TDS Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 8.80 LB Total Weight: 8.80 LB HARMONIZED TARIFF SCHEDULE CODE: 8482105056 EXPORT CONTROL CLASSIFICATION NUMBER: 1C999 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/09/2014						
036	30116445	EA	1.000	\$40,350.00	\$34,297.50	\$34,297.50	20
	FLANGE,SWIVEL (MACHINING) 650TON,10 PORT Stocking Line: ESP Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 482.00 LB Total Weight: 482.00 LB HARMONIZED TARIFF SCHEDULE CODE: 7307215000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 02/12/2015						
037	93024-4SAE	EA	2.000	\$27.40	\$23.29	\$46.58	STOCK
	FITTING,SAE-4 Stocking Line: MTS Line Discount: 15.00% Country of Origin: GERMANY Unit Weight: 0.15 LB Total Weight: 0.31 LB HARMONIZED TARIFF SCHEDULE CODE: 7307923030 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 09/25/2014						



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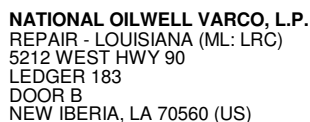
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038	51108 WASHER, LOCK-HI COLLAR Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: < 0.01 LB Total Weight: 0.02 LB HARMONIZED TARIFF SCHEDULE CODE: 7318210090 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/11/2014	EA	2.000	\$.46	\$.39	\$.78	3
039	50906-C Lockwasher, 3/8, Cad Plated Steel. Note: Replaces Part Number 50906. Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.01 LB Total Weight: 0.04 LB HARMONIZED TARIFF SCHEDULE CODE: 7318210090 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/23/2014 09/25/2014	EA	4.000	\$.05	\$.04	\$.15	STOCK
040	50806-R-C WASHER, FLAT .063 THICK. Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.19 LB Total Weight: 0.74 LB HARMONIZED TARIFF SCHEDULE CODE: 7318220000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/23/2014 10/11/2014	EA	4.000	\$.22	\$.19	\$.75	3
041	50006-8-C5D SCREW, CAP-HEX HD DRILLED Stocking Line: MTS Line Discount: 15.00% Country of Origin: TAIWAN, PROVINCE OF CHINA Unit Weight: 0.10 LB Total Weight: 0.40 LB HARMONIZED TARIFF SCHEDULE CODE: 7318158066	EA	4.000	\$4.04	\$3.44	\$13.74	STOCK



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	Stocking Line: MTS Line Discount: 15.00% Country of Origin: CHINA Unit Weight: 0.01 LB Total Weight: 0.04 LB HARMONIZED TARIFF SCHEDULE CODE: 7318210090 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/23/2014 10/11/2014						
046	50108-10-CD SCREW, CAP-SOC HD DRILLED Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: < 0.01 LB Total Weight: 0.02 LB HARMONIZED TARIFF SCHEDULE CODE: 7318158045 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 09/25/2014	EA	2.000	\$5.05	\$4.29	\$8.58	STOCK
047	50005-22-C5D SCREW, CAP-HEX HD DRILLED Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.06 LB Total Weight: 0.22 LB HARMONIZED TARIFF SCHEDULE CODE: 7318158066 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 4.0000 09/23/2014 10/11/2014	EA	4.000	\$5.00	\$4.25	\$17.00	3
048	51402-10-S Cotter Pin 1/8 x 1-1/4 Stainless Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.03 LB Total Weight: 0.03 LB HARMONIZED TARIFF SCHEDULE CODE: 7318240000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date	EA	1.000	\$.33	\$.28	\$.28	3



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	0001	1.0000	09/23/2014	10/11/2014			
049	50908-C Lockwasher replaces 939352-62 Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.01 LB Total Weight: 0.02 LB HARMONIZED TARIFF SCHEDULE CODE: 7318210090 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 09/25/2014	EA	2.000	\$.11	\$.10	\$.19	1
050	50008-15-C5D HEX HEAD CAPSCREW (UNC-2A) Stocking Line: MTSS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.18 LB Total Weight: 0.36 LB HARMONIZED TARIFF SCHEDULE CODE: 7318158066 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/17/2014	EA	2.000	\$8.76	\$7.45	\$14.89	3
051	51206-10 PIN, DOWEL Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.16 LB Total Weight: 0.32 LB HARMONIZED TARIFF SCHEDULE CODE: 7318290000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/17/2014	EA	2.000	\$.63	\$.54	\$1.07	3
052	114375 MOTOR, HYD, MODIFIED Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 14.30 LB Total Weight: 14.30 LB	EA	1.000	\$1,252.00	\$1,064.20	\$1,064.20	3



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	HARMONIZED TARIFF SCHEDULE CODE: 8412210015 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 10/11/2014						
053	30114147 BUSHING,FLANGED,MODIFIED,1.0ID Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA Unit Weight: 0.02 LB Total Weight: 0.04 LB HARMONIZED TARIFF SCHEDULE CODE: 7307221000 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 2.0000 09/23/2014 10/11/2014	EA	2.000	\$5.72	\$4.86	\$9.72	3

Sub-Total \$44,633.35

Total Sales Quote Acknowledgement DR515023-2 Rev : \$44,633.35

"DISCLAIMER: All ECCN and HTS classification information received from National Oilwell Varco (NOV) is for informational purposes only and shall not be construed as NOV's representation, certification or warranty regarding the proper classification. Use of such classification information is at the Buyer's sole risk and without recourse to NOV. The Buyer is responsible for determining the correct classifications of all items prior to export and Buyer shall make its own export licensing determinations."

NOTES

This quotation is subject to NOV's Terms & Conditions and is valid for a period of 45 days from the date of this quotation. NOV Rig Solution Spares will supply a Certificate of Conformance on all orders and Standard Certification on all serial controlled equipment. However, if you require third party inspection and/or testing procedures (such as DNV, SR2 or SR3) which are beyond the scope of our standard specifications, requirements must be stipulated at time of purchase and any resulting additional costs will be borne by the buyer. The buyer shall be responsible for retaining the services of, and compensating, the third party inspection agency of their choice. Ultimate destination of material must be stated before acceptance of the order. Any re-exportation of this material contrary to United States law is prohibited.

All prices quoted are Ex-works.



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Please note the following definitions:

MTS: Make to stock; standard stock items.

ESP: Critical items; insurance parts intended for rig down or urgent situations.

MTO: Make to order, non-stock, special order; non-returnable.

All deliveries quoted are in WEEKS and will apply against the receipt of your firm order, acceptable to NOV, and subject to prior sale.

Ex-works point: Spares Distribution Center, Houston, Texas or New Iberia, Louisiana, USA.;
UNLESS OTHERWISE NOTED IN HEADER TEXT

The lead times quoted are ERP system generated based on current availability and will be confirmed upon receipt of order. Please contact your local NOV Representative if quoted lead times are not satisfactory or if you have any other questions.

Thank you for your inquiry.

We appreciate your business.

End of Sales Quote Acknowledgement DR515023-2 Rev : TERMS AND CONDITIONS following this page.

NATIONAL OILWELL VARCO, L.P. AND ITS AFFILIATES
TERMS AND CONDITIONS FOR THE PROVISION OF EQUIPMENT, PARTS, SERVICES OR RENTAL

1. ACCEPTANCE

Orders or other requests, whether oral or written, for the supply or sale of machinery or equipment ("Equipment"), or for the supply or sale of spare or replacement parts ("Parts"), or for the provision of services ("Services"), or for the rental of machinery or equipment ("Rental") to be provided by **National Oilwell Varco, L.P.**, on behalf of itself and its divisions and subsidiaries, or by its affiliates ("Seller") to its customers (each a "Buyer") (the "Order(s)") are subject to Seller's written acceptance by an authorized representative of Seller and any Orders so accepted will be governed by (a) the terms and conditions stated in these Terms and Conditions for provision of Equipment, Parts, Services or Rental (the "Terms and Conditions"); (b) the written proposal submitted by Seller to Buyer ("Proposal"), if any; (c) the written order acknowledgment issued by Seller to Buyer ("Acknowledgment"), if any; and, (d) any change orders identified as such and agreed to in writing by Seller (the Order, Terms and Conditions, Proposal, Acknowledgment, and any such change order, and any such additional terms as agreed to in writing by an authorized representative of Seller collectively referred to herein as the "Agreement"). Buyer's submission of a purchase order (or other similar document) shall be deemed to be an express acceptance of these Terms and Conditions notwithstanding language in Buyer's purchase order (or other similar document) inconsistent herewith, and any inconsistent language in Buyer's purchase order (or other similar document) is hereby rejected. Buyer's purchase order (or other similar document) is incorporated in this Agreement, only to the extent of specifying the nature and description of the Equipment, Parts, Services or Rental and then only to the extent consistent with the Proposal or Acknowledgment. In the event of any conflict between a Proposal and an Acknowledgment, the Acknowledgment shall prevail.

2. PRICES

Prices of Equipment, Parts, Services or Rental shall be as stated in the Proposal or Acknowledgment, or if there is no Proposal or Acknowledgment, as otherwise agreed to in writing by Seller. Unless otherwise specified, all prices contained in a Proposal are valid for thirty (30) days from date of issue of the Proposal. All price quotations are EXW Seller's premises (INCOTERMS 2010), or as agreed per the Proposal or Acknowledgment and are subject to change without notice. Seller bears no responsibility for any consular fees, fees for legalizing invoices, certificates of origin, stamping bills of lading, or other charges required by the laws of any country of destination, or any fines, penalties or interest imposed due to incorrect declarations. Charges will be added for factory preparation and packaging for shipment. Minimum freight and invoice charges in effect at the time of the Order shall apply. If by reason of any act of government, the cost to Seller of performing its obligations hereunder is increased, such increase shall be added to the quoted price.

3. TAXES

Transaction Taxes. In addition to the charges due under this Agreement, the Buyer shall be responsible for, and shall protect, indemnify, defend and save harmless Seller from and against the reporting, filing and payment of any taxes, duties, charges, licenses, or fees (and any related fines, penalties or interest and the like) imposed directly on Buyer as a result of this Agreement and all liabilities, costs, and associated expenses (including lawyers' and experts' fees) which may be incurred in connection therewith. Such taxes, duties, charges, licenses, or fees include but are not limited to any local, state, federal, foreign, or international sales, use, value added tax ("VAT"), goods and services tax ("GST"), rental, import, export, personal property, stamp, excise and like taxes and duties. If Seller pays any such tax, Buyer shall, within thirty (30) days of Seller's demand, reimburse Seller for the tax including interest, fines, and penalties, paid by the Seller. It shall be Buyer's sole obligation after payment to Seller to challenge the applicability of any tax.

Notwithstanding the foregoing, the Buyer shall provide Seller with a copy of all exporting documents and any other documents reasonably requested by Seller to prove or substantiate to the appropriate tax authorities the goods were timely exported.

Withholding Taxes. If Buyer is required by any appropriate government department or agency to withhold compensation due Seller to satisfy any obligation of Seller for taxes due, Buyer shall give at least 30 days' notice to Seller that Buyer will withhold. Buyer agrees to pay on a timely basis the amounts so withheld over to the appropriate government department or agency, on behalf of Seller, and to provide Seller with any tax receipts (originals, if possible) or other reliable evidence of payment issued by such government department or agency within 30 days of the date required for withholding. Buyer shall not withhold compensation due Seller if Seller produces evidence, acceptable to Buyer, that Seller is not subject to the withholding of such taxes. Buyer agrees that it shall not unreasonably withhold such acceptance. Buyer shall reimburse Seller for any taxes withheld for which receipts or other reliable evidence substantiating the remittance of taxes to the appropriate government department or agency are not provided to Seller. Buyer's obligation to deliver to Seller tax receipts or other reliable evidence issued by the taxing authority shall not apply if Buyer establishes to the reasonable satisfaction of Seller that the appropriate government department or agency does not provide such documentation. Notwithstanding the above, if Buyer is required to pay any such taxes or amounts that Buyer believes is directly attributable to Seller, Buyer shall first provide notice to Seller and give Seller an opportunity to intervene to protect its interest before Buyer makes any payment.

Protest Rights. If the Buyer receives any demand or request for payment of any levies, charges, taxes or contributions for which it would seek indemnity or reimbursement from Seller, Buyer shall promptly and timely notify the Seller in writing of such demand or request. "Promptly and timely" as used in this sub clause means that Buyer must notify Seller so that Seller has enough time and a reasonable opportunity to appeal, protest or litigate the levies, charges, taxes or contributions in an appropriate venue. To the extent that Buyer fails to give prompt and timely notice, Seller has no obligation to, and will not, reimburse Buyer for these levies, charges, taxes or contributions. At Seller's request and cost, Buyer shall initiate an appeal, protest or litigation in Buyer's own name if Buyer is the only party that can legally initiate this appeal, protest or litigation. The Buyer shall allow the Seller to control the response to such demand or request and the Buyer shall use its best efforts to appeal against such demand or request. If Buyer is required to pay any levies, charges, taxes or contributions in order to pursue an appeal, protest or litigation, Seller shall reimburse Buyer for that amount promptly upon receipt of a written request from Buyer. Seller shall not be responsible for any compromise made by Buyer without Seller's prior written consent.

Cooperation. Buyer shall cooperate with Seller, and at the request of Seller, Buyer shall use its best efforts to supply to Seller such information (including documentary information) in connection with its activities as may be required by Seller for any of the following purposes:

- a) To enable Seller to comply with the lawful demand or requirement for such information by any appropriate government authority or to ensure that all requirements of the applicable law are being complied with;
- b) To enable Seller to conduct, defend, negotiate or settle any claim arising out of, or in connection with, such activities, whether or not such claim shall have become the subject of arbitration or judicial proceedings;
- c) To enable Seller to make any application (including, but without limitation, any claim for any allowances or relief) or representation in connection with, or to contest any assessment on, or liability of Seller to any taxes, duties, levies, charges and contributions (and any interest or penalties thereon); or
- d) To secure for Seller any beneficial tax treatment and legally minimize any tax obligations in connection with this Agreement.

Seller's request for such information and documents shall allow Buyer a reasonable time to prepare, provide and submit that information requested. The obligations set forth above shall exist for a period of six (6) years commencing with the date of agreement by Buyer of Seller's final statement of account under the Agreement, and the Buyer shall retain and shall procure any subcontractor hereunder to retain, all information and documents in connection with its activities under or pursuant to the Agreement as shall enable the Buyer to comply with the above obligations.

4. PAYMENT TERMS

Unless alternate payment terms are specified and agreed to by Seller in writing, all charges, including applicable packing and transportation costs, billed by Seller are payable within net 30 days of the date of invoice. Seller reserves the right to modify or withdraw credit terms at any time without notice. Unless otherwise specified, all payments are due in the currency specified in Seller's Proposal, Acknowledgment and/or invoice. Interest shall be due from Buyer to Seller on overdue accounts at the maximum rate allowed by law. When partial shipments are made, the goods will be invoiced as shipped and each invoice will be treated as a separate account and be payable accordingly. Payment for goods is due whether or not technical documentation and/or any third party certifications are complete at the time of shipment. Seller shall be entitled to recover all reasonable attorneys' fees and other costs incurred in the collection of overdue accounts. Seller reserves the right, where a genuine doubt exists as to Buyer's financial position or if Buyer is in default of any payment obligation, to suspend delivery or performance of any Agreement or any part thereof without liability and without prejudice to, and without limitation of, any other remedy available to Seller until Buyer cures the default or satisfactory security for payment has been provided. Seller shall have the option to extend the delivery date by a time at least equal to the period of such suspension. In the event of Rental, should Buyer default in meeting any of the terms hereunder for any reason, Seller has the right to retrieve all Rentals as detailed in the Proposal and also to collect rental payments due. If Buyer elects to exercise a purchase option for Rental equipment, rental charges will be incurred and will be invoiced until the later of: (i) the end of the agreed rental period; or (ii) 30 days prior to the receipt of total purchase price and all other rental amounts due.

5. DELIVERY

Unless otherwise agreed to by Seller in writing, delivery terms shall be EXW Seller's premises (INCOTERMS 2010), except to the extent modified by these Terms and Conditions. Where goods are to be supplied from stock, such supply is subject to availability of stocks at the date of delivery. Partial shipments may be made as agreed to by Buyer and Seller. Stated delivery dates are approximate only and cannot be guaranteed. Seller shall have no liability for damages arising out of the failure to keep a projected delivery date, irrespective of the length of the delay. In the event Buyer is unable to accept delivery of goods when tendered, Seller may, at its option, arrange for storage of the goods at Buyer's sole risk and Buyer shall be liable to Seller for the reasonable cost of such storage. This provision is without prejudice to any other rights which Seller may have with respect to Buyer's failure to take delivery of goods, which includes the right to invoice Buyer for the goods. Buyer agrees that title to the stored goods will transfer to Buyer upon invoicing notwithstanding Buyer's inability to accept delivery and that Buyer assumes all risk of loss or damage to the goods from the date title passes to Buyer. Buyer is responsible for all shipping costs from Seller's premises to the location as designated by the Buyer. All shipping costs for the return of goods from the location specified by Buyer to Seller's premises shall also be for Buyer's account.

6. FORCE MAJEURE

If either party is unable by reason of Force Majeure to carry out any of its obligations under this Agreement, other than the obligations to pay money when due and indemnification obligations assumed hereunder, then on such party giving notice and particulars in writing to the other party within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include acts of God, laws and regulations, government action, war, civil disturbances, strikes and labor problems, delays of vendors, carriers, lightning, fire, flood, washout, storm, breakage or accident to equipment or machinery, shortage of raw materials, and any other causes that are not reasonably within the control of the party so affected. Seller shall be paid its applicable standby rate, if any, during any such Force Majeure event.

7. CANCELLATION

Orders placed by Buyer and accepted by Seller may be canceled only with the consent of Seller and will subject Buyer to cancellation charges. All of Seller's documents, drawings and like information shall be returned to Seller upon Buyer's request for cancellation. No Orders may be canceled subsequent to delivery or shipment, whichever occurs earlier. As estimated actual damages, Buyer agrees to pay Seller the greater of Seller's actual costs incurred prior to cancellation plus a reasonable profit, or the following minimum cancellation charges:

- a) 20% of Agreement value if canceled 30 or more days prior to the original delivery/shipment date;
- b) 50% of the Agreement value if canceled thereafter; or
- c) 100% of the value of any non-standard items (which are items not built for stock or built to customer specifications).

In the event of Rental, minimum rental charges as stated in the Proposal will apply. Buyer shall verify the amount of the cancellation charges prior to canceling an order.

8. TITLE AND RISK OF LOSS

For purchased goods, ownership and risk of loss pass to Buyer upon the earlier of (a) Seller's delivery of the goods, or (b) invoicing by Seller for the goods where Buyer is unable to accept delivery on the scheduled date. Seller retains a security interest in the goods until the purchase price has been paid, and Buyer agrees to perform upon request all acts required to secure Seller's interest. Seller accepts no responsibility for any damage, shortage or loss in transit. Seller will attempt to pack or prepare all shipments so that they will not break, rust or deteriorate in shipment, but Seller does not guarantee against such damage. Claims for any damage, shortage or loss in transit must be made by Buyer on the carrier.

In the event of Rental, Buyer assumes all risk and liability whether or not covered by insurance, for loss or damage to the Rental machinery or equipment. Risk and liability passes to Buyer upon delivery by Seller. Title to Rental machinery or equipment shall remain with Seller at all times. Buyer acquires no ownership, title or property rights to the Rental machinery or equipment except the right to use the Rental machinery or equipment subject to the terms of this Agreement.

9. LIMITED WARRANTY

New Equipment/Parts. In the case of the purchase of new Equipment/Parts, and solely for the benefit of the original user, Seller warrants, for a period of eighteen (18) months from delivery or twelve (12) months from installation, whichever is earlier, that new Equipment/Parts of its own manufacture shall conform to the material and technical specifications set forth in the Agreement. Goods manufactured by others are sold "as is" except to the extent the manufacturer honors any applicable warranty made by the manufacturer. Secondhand goods are sold "as is". If the new Equipment/Parts fail to conform with such specifications upon inspection by Seller, Seller will, at its option and as Buyer's sole remedy, either repair or replace such defective Equipment/Parts with the type originally furnished.

Remanufactured to "As New" Equipment/Parts. Seller warrants to Buyer, that for a period of six (6) months from the date of delivery by Seller or installation of the Equipment/Parts, whichever is earlier, that reconditioned to "as new" Equipment/Parts will be free from defects in material and workmanship. If the reconditioned to "as new" Equipment/Parts fail to conform with such warranty upon inspection by Seller, Seller will, at its option and as Buyer's sole remedy, either repair or replace such defective Equipment/Parts with the type originally furnished.

Overhauled Equipment/Parts. Seller warrants that for a period of four (4) months from the date of delivery by Seller or three (3) months from installation, whichever is earlier, that overhauled Equipment/Parts will be free from defects in workmanship. If the overhauled Equipment/Parts fail to conform with such warranty upon inspection by Seller, Seller will, at its option and as Buyer's sole remedy, either repair or replace such defective Equipment/Parts with the type originally furnished. This warranty expressly assumes that parts normally considered consumables (including, but not limited to rubber goods, seals (rubber, polymer and/or metallic) and/or bearings, are replaced during overhaul. If Buyer requests that such parts not be replaced, Seller hereby disclaims any warranty for said overhauled Equipment/Parts.

Service. Seller warrants that the Services to be provided pursuant to this Agreement shall conform to the material aspects of the specifications set forth in the Agreement. Seller shall re-perform that part of the non-conforming Services, provided Seller is notified by Buyer prior to Seller's departure from the worksite.

Rental. Seller warrants that the Rental equipment to be provided pursuant to this Agreement shall conform to the material aspects of the specifications set forth in the Agreement. Provided Seller is notified by Buyer prior to Seller's departure from the worksite, Seller shall repair or replace non-conforming Rental equipment. In the event of failure or other non-performance of Seller's Rental equipment's contributing to loss of hole, rental rates will apply during re-drill to equivalent TD.

Seller's warranty obligations hereunder shall not apply if non-conformity or failure was caused by (a) Buyer's failure to properly store or maintain the equipment or parts; (b) the unauthorized modification, repair or service of the equipment or parts by Buyer; (c) utilization of replacement parts not manufactured by Seller; or (d) use or handling of the equipment by Buyer in a manner inconsistent with Seller's recommendations. Further, Seller's warranty obligations under this Article 9 shall terminate if (a) Buyer fails to perform its obligations under this or any other Agreement between the parties, or (b) if Buyer fails to pay any charges due Seller. Any third party warranties provided on equipment or parts not manufactured by Seller are assigned to Buyer, without recourse, at the time of delivery, provided such warranties are assignable.

THIS ARTICLE 9 SETS FORTH BUYER'S SOLE REMEDY AND SELLER'S EXCLUSIVE OBLIGATION WITH REGARD TO NON-CONFORMING EQUIPMENT, PARTS, SERVICES OR RENTAL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED PURSUANT TO THE PROVISIONS OF THIS ARTICLE 9, SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AND SELLER DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. CHANGES

Seller expressly reserves the right to change, discontinue or modify the design and manufacture of its products without obligation to furnish, retrofit or install products previously or subsequently sold.

11. RETURN OF MAKE TO STOCK GOODS

With Seller's written approval, unused, incorrectly shipped or "Made to Stock" goods ordered incorrectly, in new condition and of current manufacture and catalog specifications may be returned by Buyer for credit (subject to a restocking fee), provided written request is received within one (1) year after the purchase date. Non-standard goods are not returnable for credit and such goods shall only be accepted for return with the prior written agreement of Seller. Requests for return of goods must show the original purchase order number, invoice number, description of material, and date of purchase. Return of goods does not relieve Buyer of the obligation to make payment against Seller's invoice, and any credit or refund allowed will be issued following Seller's receipt of the goods. The credit allowed on returned goods, if any, is a merchandise credit and is applicable only against future purchases of Seller goods. The credit given will be solely in Seller's discretion and may be based on the original or a subsequently adjusted price. A charge will be assessed to clean-up, refinish and restock the goods, if applicable. No rubber or electronic products or components may be returned for credit after six (6)

months from date of purchase.

12. LIABILITIES, RELEASES AND INDEMNIFICATION

For purpose of this Article 12, the following definitions shall apply:

"Seller Group" shall mean (i) Seller, its parent, subsidiary or related companies, (ii) its and their working interest owners, co-lessees, co-owners, partners, joint venturers, if any, and their respective parents, subsidiary or related companies and (iii) the officers, directors, employees, consultants, agents and invitees of all of the foregoing.

"Buyer Group" shall mean (i) Buyer, its parent, subsidiary or related companies, (ii) its and their working interest owners, co-lessees, co-owners, partners, joint venturers, if any, and their respective parents, subsidiary or related companies and (iii) the officers, directors, employees, consultants, agents and invitees of all of the foregoing.

"Claims" shall mean all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including, without limitation, attorneys' fees and costs of litigation) of any kind or character arising out of, or related to, the performance of or subject matter of this Agreement (including, without limitation, property loss or damage, personal or bodily injury, sickness, disease or death, loss of services and/or wages, or loss of consortium or society).

- a) Seller shall release, indemnify, defend and hold Buyer Group harmless from and against any and all Claims in respect of personal or bodily injury to, sickness, disease or death of any member of Seller Group or Seller Group's subcontractors or their employees, agents or invitees, and all Claims in respect of damage to or loss or destruction of property owned, leased, rented or hired by any member of Seller Group or Seller Group's subcontractors or their employees, agents or invitees.
- b) Buyer shall release, indemnify, defend and hold Seller Group harmless from and against any and all Claims in respect of personal or bodily injury to, sickness, disease or death of any member of Buyer Group or Buyer Group's other contractors or their employees, agents or invitees, and all Claims in respect of damage to or loss or destruction of property owned, leased, rented or hired by any member of Buyer Group or Buyer Group's other contractors or their employees, agents or invitees.
- c) Each party covenants and agrees to support the mutual indemnity obligations contained in Paragraphs (a) and (b) above, by carrying equal amounts of insurance (or qualified self insurance) in an amount not less than U.S. \$5,000,000.00.
- d) Notwithstanding anything contained in this Agreement to the contrary, in all instances where Seller is providing Services at a well site, Buyer, to the maximum extent permitted under applicable law, shall release, indemnify, defend and hold Seller Group and Seller Group subcontractors harmless from and against any and all Claims asserted by or in favor of any person or party, including Seller Group, Buyer Group or any other person or party, resulting from: (i) loss of or damage to any well or hole (including but not limited to the costs of re-drill), (ii) blowout, fire, explosion, cratering or any uncontrolled well condition (including but not limited to the costs to control a wild well and the removal of debris), (iii) damage to any reservoir, geological formation or underground strata or the loss of oil, water or gas therefrom, (iv) pollution or contamination of any kind (other than surface spillage of fuels, lubricants, rig sewage or garbage, to the extent attributable to the negligence of Seller Group, including but not limited to the cost of control, removal and clean-up, or (v) damage to, or escape of any substance from, any pipeline, vessel or storage facility.
- e) NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER AND EACH PARTY RELEASES THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES (WHETHER FORESEEABLE AT THE DATE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PRODUCTION, LOST REVENUE, LOST PRODUCT, LOST PROFIT, LOST BUSINESS OR BUSINESS OPPORTUNITIES.
- f) Seller's total liability for all claims, damages, causes of action, demands, judgments, fines, penalties, awards, losses, costs and expenses (including attorney's fees and cost of litigation) shall be limited to and shall not exceed the value of the Equipment, Parts, Services or Rental purchased under the Agreement.
- g) THE EXCLUSIONS OF LIABILITY, RELEASES AND INDEMNITIES SET FORTH IN PARAGRAPHS A. THROUGH F. OF THIS ARTICLE 12 SHALL APPLY TO ANY CLAIM(S), LOSSES OR DAMAGES WITHOUT REGARD TO THE CAUSE(S) THEREOF, INCLUDING BUT NOT LIMITED TO PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF PRODUCTS OR EQUIPMENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OR OTHER LEGAL FAULT OR RESPONSIBILITY OF ANY PERSON (INCLUDING THE INDEMNIFIED OR RELEASED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE.
- h) Redress under the indemnity provisions set forth in this Article 12 shall be the exclusive remedy(ies) available to the parties hereto for the matters, claims, damages and losses covered by such provisions.

13. INSURANCE

Upon written request, each party shall furnish to the other party certificates of insurance evidencing the fact that the adequate insurance to support each party's obligations hereunder has been secured. To the extent of each party's release and indemnity obligations expressly assumed by each party hereunder, each party agrees that all such insurance policies shall, (a) be primary to the other party's insurance; (b) include the other party, its parent, subsidiary and affiliated or related companies, and its and their respective officers, directors, employees, consultants and agents as additional insured; and, (c) be endorsed to waive subrogation against the other party, its parent, subsidiary and affiliated or related companies, and its and their respective officers, directors, employees, consultants and agents.

14. GOVERNING LAW

Except for Equipment, Parts, Services or Rental provided, or to be provided, by Seller in North or South

America (the "America's"), this Agreement shall be governed by and interpreted in accordance with the laws of England and Wales, excluding conflicts and choice of law principles. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said rules. Arbitration shall be held in London, England and shall be conducted in the English language.

For Equipment, Parts, Services or Rental provided, or to be provided, by Seller in the America's, this Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas, excluding conflicts and choice of law principles. Any dispute, action or proceeding arising out of or relating to this Agreement must be brought in a state or federal court sitting in Harris County, Texas, and each of the parties hereby agrees to irrevocably submit itself to the exclusive jurisdiction of each such court in any such action or proceeding and waives any objection it may now or hereafter have to venue or convenience of forum.

Seller retains the right to arbitrate any all disputes that may arise in connection with the provision of the Equipment, Parts, Services or Rental.

15. OWNERSHIP AND PATENT INDEMNITY

All software used in connection with the Equipment, Parts, Services or Rental, either purchased or rented from Seller, is copyrighted and owned by Seller and licensed to Buyer. Seller warrants that the use or sale of Equipment or Parts hereunder will not infringe patents of others by reason of the use or sale of such Equipment or Parts per se, and hereby agrees to hold Buyer harmless against judgment for damages for infringement of any such patent, provided that Buyer shall promptly notify Seller in writing upon receipt of any claim for infringement, or upon the filing of any such suit for infringement, whichever first occurs, and shall afford Seller full opportunity, at Seller's option and expense, to answer such claim or threat of suit, assume the control of the defense of such suit, and settle or compromise same in any way Seller sees fit. Seller does not warrant that such Equipment or Parts: (a) will not infringe any such patent when not of Seller's manufacture, or specially made, in whole or in part, to the Buyer's design specifications; or (b) if used or sold in combination with other materials or apparatus or used in the practice of processes, will not, as a result of such combination or use, infringe any such patent, and Seller shall not be liable and does not indemnify Buyer for damages or losses of any nature whatsoever resulting from actual or alleged patent infringement arising pursuant to (a) and (b) above. **THIS ARTICLE STATES THE ENTIRE RESPONSIBILITY OF SELLER CONCERNING PATENT INFRINGEMENT.**

16. REGULATORY COMPLIANCE

By acceptance of delivery under this Agreement, Buyer warrants it has complied with all applicable governmental, statutory and regulatory requirements and will furnish Seller with such documents as may be required. Seller warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders in effect at the time of Agreement execution, including laws and regulations pertaining to labor, wages, hours and other conditions of employment, and applicable price ceilings if any. Seller will not provide any certification or other documentation nor agree to any contract provision or otherwise act in any manner which may cause Seller to be in violation of applicable United States law, including but not limited to the Export Administration Act of 1979 and regulations issued pursuant thereto. **No provision in this Agreement shall be interpreted or applied which would require any party to do or refrain from doing any act which would constitute a violation of, or result in a loss of economic benefit under, any anti-boycott including but not limited to any such law of the United States.** All Orders shall be conditional upon granting of export licenses or import permits which may be required. Buyer shall obtain at its own risk any required export license and import permits and Buyer shall remain liable to accept and pay for material if licenses are not granted or are revoked.

17. CONFIDENTIAL INFORMATION

Each party recognizes and acknowledges that it shall maintain all data, information, disclosures, documents, drawings, specifications, patterns, calculations, technical information and other documents (collectively, "Confidential Information") obtained from the other party in strict confidence. However, nothing hereinabove contained shall deprive the party receiving the Confidential Information of the right to use or disclose any information: (a) which is, at the time of disclosure, known to the trade or public; (b) which becomes at a later date known to the trade or the public through no fault of the party receiving the Confidential Information and then only after said later date; (c) which is possessed by the party receiving the Confidential Information, as evidenced by such party's written records, before receipt thereof from the party disclosing the Confidential Information; (d) which is disclosed to the party receiving the Confidential Information in good faith by a third party who has an independent right to

such information; (e) which is developed by the party receiving the Confidential Information as evidenced by documentation, independently of the Confidential Information; or, (f) which is required to be disclosed by the party receiving the Confidential Information pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided that the party receiving the Confidential Information uses its best efforts to provide timely notice to the party disclosing the Confidential Information of such order to permit such party an opportunity to contest such order. In the event that Seller owns copyrights to, patents to or has filed patent applications on, any technology related to the Equipment, Parts, Services or Rental furnished by Seller hereunder, and if Seller makes any improvements on such technology, then Seller shall own all such improvements, including drawings, specifications, patterns, calculations, technical information and other documents.

18. INDEPENDENT CONTRACTOR

It is expressly understood that Seller is an independent contractor, and that neither Seller nor its principle, partners, employees or subcontractors are servants, agents or employees of Buyer. In all cases where Seller's employees (defined to include Seller's and its subcontractors, direct, borrowed, special, or statutory employees) are covered by the Louisiana Worker's Compensation Act. La. R.S. 23:102 et seq., Seller and Buyer agreed that all Equipment, Parts, Services or Rental provided by Seller and Seller's employees pursuant to this Agreement are an integral part of and are essential to the ability of Buyer to generate Buyer's goods, products, and services for the purpose of La. R.S. 23:106(A) (1). Furthermore, Seller and Buyer agree that Buyer is the statutory employer of all of Seller's employees for the purpose of La. R.S. 23:1061(A) (3).

19. ADDITIONAL RENTAL TERMS AND CONDITIONS

Unless otherwise indicated, the rental rates contained in Seller's Proposal are on a per day basis and such rates shall apply to each piece of equipment or part rented. Seller represents that it has fully inspected the Rental equipment and parts as detailed in the Agreement and that said equipment and parts are in good condition and repair, and are fully acceptable for use as specified in the Agreement. Furthermore, Seller represents that the Rental equipment and parts are not subject to any encumbrances or liens, and that Seller has full title to the equipment and parts, and thus, Seller is authorized to enter into and execute this Agreement.

Buyer represents that it shall use the Rental equipment and parts in a careful and proper manner and shall comply with all laws, ordinances and regulations relating to the possession, use and maintenance of the equipment and parts in accordance with Seller's approved procedures. In the event the parties agree that the Buyer shall operate the Rental equipment and parts, Buyer further represents that the Rental equipment and parts will be operated by skilled employees trained in the use of the Rental equipment and parts. Buyer shall keep the Rental equipment and parts free and clear of all liens and encumbrances arising in connection with Buyer's operations and/or use of the Rental equipment and parts. Buyer, at its sole cost, shall provide and maintain insurance against the loss, theft, damage or destruction of the Rental equipment and parts. The coverage shall be in an amount not less than the new replacement price of the Rental equipment and parts. NOV shall provide equipment and parts prices at execution of this Agreement.

At the expiration of the applicable rental term, Buyer will at its sole cost return the Rental equipment to the facility designated by Seller, in working condition (reasonable wear and tear excepted). Upon receipt of the returned Rental equipment, Seller will service and inspect the Rental equipment. In the event Seller determines that the Rental equipment is materially damaged or not in working condition (reasonable wear and tear excepted), any service work required to bring the Rental equipment to good working condition will be charged back to the Buyer. Such charges may include service, inspection, and spare parts.

20. GENERAL

Failure of Buyer or Seller to enforce any of the terms and conditions of this Agreement shall not prevent a subsequent enforcement of such terms and conditions or be deemed a waiver of any subsequent breach. Should any provisions of this Agreement, or portion thereof, be unenforceable or in conflict with applicable governing country, state, province, or local laws, then the validity of the remaining provisions, and portions thereof, shall not be affected by such unenforceability or conflict, and this Agreement shall be construed as if such provision supersedes all prior oral or written agreements or representations. Buyer acknowledges that it has not relied on any representations other than those contained in this Agreement. This Agreement shall not be varied, supplemented, qualified, or interpreted by any prior course of dealing between the parties or by any usage of trade and may only be amended by an agreement executed by an authorized representative of each party.



NATIONAL OILWELL VARCO, L.P.
REPAIR - LOUISIANA (ML: LRC)
5212 WEST HWY 90
LEDGER 183
DOOR B
NEW IBERIA, LA 70560 (US)

Quote	DR515023-1
Rev	2
Cust RFQ	
Cust Num	10269
Page	1 of 5

Sales Quote Acknowledgement

Please reference this Quote Number on all correspondence.

Invoice To

B051 110 LRC
NOBLE DRILLING SERVICES INC
13135 S. DAIRY ASHFORD
SUITE 800
SUGARLAND, TX 77478 US

Ship To

S999
NOBLE DRILLING CORP
CONTACT CUSTOMER SERVICE REP
TBD, US

Cust Contact

Customer eMail

Date Printed

01/27/2015

Ultimate Dest

UNITED STATES

Quote Date

09/23/2014

Currency

UNITED STATES DOLLAR

Freight Terms

COLL

Quote Exp Date

01/31/2015

Quoted by

Eldridge, Susan C

Payment Terms

NET 30 FROM INVOICE DATE

Ref/Rig Name

Noble Drilling Rig Noble Amos Runner

Shipping Terms

EX-WORKS

Branch

REPAIR CENTER - LOUISIANA

Carrier

Details

Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
001	M614002641 ASSY, PLUG, 3" FIG 1002 (T) Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA HARMONIZED TARIFF SCHEDULE CODE: 7307995045 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 02/01/2015	EA	1.000	\$1,409.00	\$1,197.65	\$1,197.65	19
003	M614002435 KIT, PURGE, AIR, ISOLATOR, IMPRO Stocking Line: MTS Line Discount: 15.00% Country of Origin: UNITED STATES OF AMERICA HARMONIZED TARIFF SCHEDULE CODE: 8431438060 EXPORT CONTROL CLASSIFICATION NUMBER: EAR99 Del# Quantity Required Date Promise Date 0001 1.0000 09/23/2014 11/11/2014	EA	1.000	\$15,830.00	\$13,455.50	\$13,455.50	STOCK

Sub-Total \$14,653.15

Total Sales Quote Acknowledgement DR515023-1 Rev 2: \$14,653.15



NATIONAL OILWELL VARCO, L.P.
REPAIR - LOUISIANA (ML: LRC)
5212 WEST HWY 90
LEDGER 183
DOOR B
NEW IBERIA, LA 70560 (US)

Quote	DR515023-1
Rev	2
Cust RFQ	
Cust Num	10269
Page	2 of 5

Sales Quote Acknowledgement

Please reference this Quote Number on all correspondence.

Details Cont.

Line	Item Description	UM	Qty Ord	Unit Price	Net Price	Ext Net Price	Delivery (wks)
	<p>"DISCLAIMER: All ECCN and HTS classification information received from National Oilwell Varco (NOV) is for informational purposes only and shall not be construed as NOV's representation, certification or warranty regarding the proper classification. Use of such classification information is at the Buyer's sole risk and without recourse to NOV. The Buyer is responsible for determining the correct classifications of all items prior to export and Buyer shall make its own export licensing determinations."</p>						

NOTES

This quotation is subject to NOV's Terms & Conditions and is valid for a period of 45 days from the date of this quotation. NOV Rig Solution Spares will supply a Certificate of Conformance on all orders and Standard Certification on all serial controlled equipment. However, if you require third party inspection and/or testing procedures (such as DNV, SR2 or SR3) which are beyond the scope of our standard specifications, requirements must be stipulated at time of purchase and any resulting additional costs will be borne by the buyer. The buyer shall be responsible for retaining the services of, and compensating, the third party inspection agency of their choice. Ultimate destination of material must be stated before acceptance of the order. Any re-exportation of this material contrary to United States law is prohibited.

All prices quoted are Ex-works.

Please note the following definitions:

MTS: Make to stock; standard stock items.

ESP: Critical items; insurance parts intended for rig down or urgent situations.

MTO: Make to order, non-stock, special order; non-returnable.

All deliveries quoted are in WEEKS and will apply against the receipt of your firm order, acceptable to NOV, and subject to prior sale.

Ex-works point: Spares Distribution Center, Houston, Texas or New Iberia, Louisiana, USA.;

UNLESS OTHERWISE NOTED IN HEADER TEXT

The lead times quoted are ERP system generated based on current availability and will be confirmed upon receipt of order. Please contact your local NOV Representative if quoted lead times are not satisfactory or if you have any other questions.

Thank you for your inquiry.

We appreciate your business.

End of Sales Quote Acknowledgement DR515023-1 Rev 2: TERMS AND CONDITIONS following this page.

NATIONAL OILWELL VARCO, L.P. AND ITS AFFILIATES
TERMS AND CONDITIONS FOR THE PROVISION OF EQUIPMENT, PARTS, SERVICES OR RENTAL

1. ACCEPTANCE

Orders or other requests, whether oral or written, for the supply or sale of machinery or equipment ("Equipment"), or for the supply or sale of spare or replacement parts ("Parts"), or for the provision of services ("Services"), or for the rental of machinery or equipment ("Rental") to be provided by **National Oilwell Varco, L.P.**, on behalf of itself and its divisions and subsidiaries, or by its affiliates ("Seller") to its customers (each a "Buyer") (the "Order(s)") are subject to Seller's written acceptance by an authorized representative of Seller and any Orders so accepted will be governed by (a) the terms and conditions stated in these Terms and Conditions for provision of Equipment, Parts, Services or Rental (the "Terms and Conditions"); (b) the written proposal submitted by Seller to Buyer ("Proposal"), if any; (c) the written order acknowledgment issued by Seller to Buyer ("Acknowledgment"), if any; and, (d) any change orders identified as such and agreed to in writing by Seller (the Order, Terms and Conditions, Proposal, Acknowledgment, and any such change order, and any such additional terms as agreed to in writing by an authorized representative of Seller collectively referred to herein as the "Agreement"). Buyer's submission of a purchase order (or other similar document) shall be deemed to be an express acceptance of these Terms and Conditions notwithstanding language in Buyer's purchase order (or other similar document) inconsistent herewith, and any inconsistent language in Buyer's purchase order (or other similar document) is hereby rejected. Buyer's purchase order (or other similar document) is incorporated in this Agreement, only to the extent of specifying the nature and description of the Equipment, Parts, Services or Rental and then only to the extent consistent with the Proposal or Acknowledgment. In the event of any conflict between a Proposal and an Acknowledgment, the Acknowledgment shall prevail.

2. PRICES

Prices of Equipment, Parts, Services or Rental shall be as stated in the Proposal or Acknowledgment, or if there is no Proposal or Acknowledgment, as otherwise agreed to in writing by Seller. Unless otherwise specified, all prices contained in a Proposal are valid for thirty (30) days from date of issue of the Proposal. All price quotations are EXW Seller's premises (INCOTERMS 2010), or as agreed per the Proposal or Acknowledgment and are subject to change without notice. Seller bears no responsibility for any consular fees, fees for legalizing invoices, certificates of origin, stamping bills of lading, or other charges required by the laws of any country of destination, or any fines, penalties or interest imposed due to incorrect declarations. Charges will be added for factory preparation and packaging for shipment. Minimum freight and invoice charges in effect at the time of the Order shall apply. If by reason of any act of government, the cost to Seller of performing its obligations hereunder is increased, such increase shall be added to the quoted price.

3. TAXES

Transaction Taxes. In addition to the charges due under this Agreement, the Buyer shall be responsible for, and shall protect, indemnify, defend and save harmless Seller from and against the reporting, filing and payment of any taxes, duties, charges, licenses, or fees (and any related fines, penalties or interest and the like) imposed directly on Buyer as a result of this Agreement and all liabilities, costs, and associated expenses (including lawyers' and experts' fees) which may be incurred in connection therewith. Such taxes, duties, charges, licenses, or fees include but are not limited to any local, state, federal, foreign, or international sales, use, value added tax ("VAT"), goods and services tax ("GST"), rental, import, export, personal property, stamp, excise and like taxes and duties. If Seller pays any such tax, Buyer shall, within thirty (30) days of Seller's demand, reimburse Seller for the tax including interest, fines, and penalties, paid by the Seller. It shall be Buyer's sole obligation after payment to Seller to challenge the applicability of any tax.

Notwithstanding the foregoing, the Buyer shall provide Seller with a copy of all exporting documents and any other documents reasonably requested by Seller to prove or substantiate to the appropriate tax authorities the goods were timely exported.

Withholding Taxes. If Buyer is required by any appropriate government department or agency to withhold compensation due Seller to satisfy any obligation of Seller for taxes due, Buyer shall give at least 30 days' notice to Seller that Buyer will withhold. Buyer agrees to pay on a timely basis the amounts so withheld over to the appropriate government department or agency, on behalf of Seller, and to provide Seller with any tax receipts (originals, if possible) or other reliable evidence of payment issued by such government department or agency within 30 days of the date required for withholding. Buyer shall not withhold compensation due Seller if Seller produces evidence, acceptable to Buyer, that Seller is not subject to the withholding of such taxes. Buyer agrees that it shall not unreasonably withhold such acceptance. Buyer shall reimburse Seller for any taxes withheld for which receipts or other reliable evidence substantiating the remittance of taxes to the appropriate government department or agency are not provided to Seller. Buyer's obligation to deliver to Seller tax receipts or other reliable evidence issued by the taxing authority shall not apply if Buyer establishes to the reasonable satisfaction of Seller that the appropriate government department or agency does not provide such documentation. Notwithstanding the above, if Buyer is required to pay any such taxes or amounts that Buyer believes is directly attributable to Seller, Buyer shall first provide notice to Seller and give Seller an opportunity to intervene to protect its interest before Buyer makes any payment.

Protest Rights. If the Buyer receives any demand or request for payment of any levies, charges, taxes or contributions for which it would seek indemnity or reimbursement from Seller, Buyer shall promptly and timely notify the Seller in writing of such demand or request. "Promptly and timely" as used in this sub clause means that Buyer must notify Seller so that Seller has enough time and a reasonable opportunity to appeal, protest or litigate the levies, charges, taxes or contributions in an appropriate venue. To the extent that Buyer fails to give prompt and timely notice, Seller has no obligation to, and will not, reimburse Buyer for these levies, charges, taxes or contributions. At Seller's request and cost, Buyer shall initiate an appeal, protest or litigation in Buyer's own name if Buyer is the only party that can legally initiate this appeal, protest or litigation. The Buyer shall allow the Seller to control the response to such demand or request and the Buyer shall use its best efforts to appeal against such demand or request. If Buyer is required to pay any levies, charges, taxes or contributions in order to pursue an appeal, protest or litigation, Seller shall reimburse Buyer for that amount promptly upon receipt of a written request from Buyer. Seller shall not be responsible for any compromise made by Buyer without Seller's prior written consent.

Cooperation. Buyer shall cooperate with Seller, and at the request of Seller, Buyer shall use its best efforts to supply to Seller such information (including documentary information) in connection with its activities as may be required by Seller for any of the following purposes:

- a) To enable Seller to comply with the lawful demand or requirement for such information by any appropriate government authority or to ensure that all requirements of the applicable law are being complied with;
- b) To enable Seller to conduct, defend, negotiate or settle any claim arising out of, or in connection with, such activities, whether or not such claim shall have become the subject of arbitration or judicial proceedings;
- c) To enable Seller to make any application (including, but without limitation, any claim for any allowances or relief) or representation in connection with, or to contest any assessment on, or liability of Seller to any taxes, duties, levies, charges and contributions (and any interest or penalties thereon); or
- d) To secure for Seller any beneficial tax treatment and legally minimize any tax obligations in connection with this Agreement.

Seller's request for such information and documents shall allow Buyer a reasonable time to prepare, provide and submit that information requested. The obligations set forth above shall exist for a period of six (6) years commencing with the date of agreement by Buyer of Seller's final statement of account under the Agreement, and the Buyer shall retain and shall procure any subcontractor hereunder to retain, all information and documents in connection with its activities under or pursuant to the Agreement as shall enable the Buyer to comply with the above obligations.

4. PAYMENT TERMS

Unless alternate payment terms are specified and agreed to by Seller in writing, all charges, including applicable packing and transportation costs, billed by Seller are payable within net 30 days of the date of invoice. Seller reserves the right to modify or withdraw credit terms at any time without notice. Unless otherwise specified, all payments are due in the currency specified in Seller's Proposal, Acknowledgment and/or invoice. Interest shall be due from Buyer to Seller on overdue accounts at the maximum rate allowed by law. When partial shipments are made, the goods will be invoiced as shipped and each invoice will be treated as a separate account and be payable accordingly. Payment for goods is due whether or not technical documentation and/or any third party certifications are complete at the time of shipment. Seller shall be entitled to recover all reasonable attorneys' fees and other costs incurred in the collection of overdue accounts. Seller reserves the right, where a genuine doubt exists as to Buyer's financial position or if Buyer is in default of any payment obligation, to suspend delivery or performance of any Agreement or any part thereof without liability and without prejudice to, and without limitation of, any other remedy available to Seller until Buyer cures the default or satisfactory security for payment has been provided. Seller shall have the option to extend the delivery date by a time at least equal to the period of such suspension. In the event of Rental, should Buyer default in meeting any of the terms hereunder for any reason, Seller has the right to retrieve all Rentals as detailed in the Proposal and also to collect rental payments due. If Buyer elects to exercise a purchase option for Rental equipment, rental charges will be incurred and will be invoiced until the later of: (i) the end of the agreed rental period; or (ii) 30 days prior to the receipt of total purchase price and all other rental amounts due.

5. DELIVERY

Unless otherwise agreed to by Seller in writing, delivery terms shall be EXW Seller's premises (INCOTERMS 2010), except to the extent modified by these Terms and Conditions. Where goods are to be supplied from stock, such supply is subject to availability of stocks at the date of delivery. Partial shipments may be made as agreed to by Buyer and Seller. Stated delivery dates are approximate only and cannot be guaranteed. Seller shall have no liability for damages arising out of the failure to keep a projected delivery date, irrespective of the length of the delay. In the event Buyer is unable to accept delivery of goods when tendered, Seller may, at its option, arrange for storage of the goods at Buyer's sole risk and Buyer shall be liable to Seller for the reasonable cost of such storage. This provision is without prejudice to any other rights which Seller may have with respect to Buyer's failure to take delivery of goods, which includes the right to invoice Buyer for the goods. Buyer agrees that title to the stored goods will transfer to Buyer upon invoicing notwithstanding Buyer's inability to accept delivery and that Buyer assumes all risk of loss or damage to the goods from the date title passes to Buyer. Buyer is responsible for all shipping costs from Seller's premises to the location as designated by the Buyer. All shipping costs for the return of goods from the location specified by Buyer to Seller's premises shall also be for Buyer's account.

6. FORCE MAJEURE

If either party is unable by reason of Force Majeure to carry out any of its obligations under this Agreement, other than the obligations to pay money when due and indemnification obligations assumed hereunder, then on such party giving notice and particulars in writing to the other party within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include acts of God, laws and regulations, government action, war, civil disturbances, strikes and labor problems, delays of vendors, carriers, lightning, fire, flood, washout, storm, breakage or accident to equipment or machinery, shortage of raw materials, and any other causes that are not reasonably within the control of the party so affected. Seller shall be paid its applicable standby rate, if any, during any such Force Majeure event.

7. CANCELLATION

Orders placed by Buyer and accepted by Seller may be canceled only with the consent of Seller and will subject Buyer to cancellation charges. All of Seller's documents, drawings and like information shall be returned to Seller upon Buyer's request for cancellation. No Orders may be canceled subsequent to delivery or shipment, whichever occurs earlier. As estimated actual damages, Buyer agrees to pay Seller the greater of Seller's actual costs incurred prior to cancellation plus a reasonable profit, or the following minimum cancellation charges:

- a) 20% of Agreement value if canceled 30 or more days prior to the original delivery/shipment date;
- b) 50% of the Agreement value if canceled thereafter; or
- c) 100% of the value of any non-standard items (which are items not built for stock or built to customer specifications).

In the event of Rental, minimum rental charges as stated in the Proposal will apply. Buyer shall verify the amount of the cancellation charges prior to canceling an order.

8. TITLE AND RISK OF LOSS

For purchased goods, ownership and risk of loss pass to Buyer upon the earlier of (a) Seller's delivery of the goods, or (b) invoicing by Seller for the goods where Buyer is unable to accept delivery on the scheduled date. Seller retains a security interest in the goods until the purchase price has been paid, and Buyer agrees to perform upon request all acts required to secure Seller's interest. Seller accepts no responsibility for any damage, shortage or loss in transit. Seller will attempt to pack or prepare all shipments so that they will not break, rust or deteriorate in shipment, but Seller does not guarantee against such damage. Claims for any damage, shortage or loss in transit must be made by Buyer on the carrier.

In the event of Rental, Buyer assumes all risk and liability whether or not covered by insurance, for loss or damage to the Rental machinery or equipment. Risk and liability passes to Buyer upon delivery by Seller. Title to Rental machinery or equipment shall remain with Seller at all times. Buyer acquires no ownership, title or property rights to the Rental machinery or equipment except the right to use the Rental machinery or equipment subject to the terms of this Agreement.

9. LIMITED WARRANTY

New Equipment/Parts. In the case of the purchase of new Equipment/Parts, and solely for the benefit of the original user, Seller warrants, for a period of eighteen (18) months from delivery or twelve (12) months from installation, whichever is earlier, that new Equipment/Parts of its own manufacture shall conform to the material and technical specifications set forth in the Agreement. Goods manufactured by others are sold "as is" except to the extent the manufacturer honors any applicable warranty made by the manufacturer. Secondhand goods are sold "as is". If the new Equipment/Parts fail to conform with such specifications upon inspection by Seller, Seller will, at its option and as Buyer's sole remedy, either repair or replace such defective Equipment/Parts with the type originally furnished.

Remanufactured to "As New" Equipment/Parts. Seller warrants to Buyer, that for a period of six (6) months from the date of delivery by Seller or installation of the Equipment/Parts, whichever is earlier, that reconditioned to "as new" Equipment/Parts will be free from defects in material and workmanship. If the reconditioned to "as new" Equipment/Parts fail to conform with such warranty upon inspection by Seller, Seller will, at its option and as Buyer's sole remedy, either repair or replace such defective Equipment/Parts with the type originally furnished.

Overhauled Equipment/Parts. Seller warrants that for a period of four (4) months from the date of delivery by Seller or three (3) months from installation, whichever is earlier, that overhauled Equipment/Parts will be free from defects in workmanship. If the overhauled Equipment/Parts fail to conform with such warranty upon inspection by Seller, Seller will, at its option and as Buyer's sole remedy, either repair or replace such defective Equipment/Parts with the type originally furnished. This warranty expressly assumes that parts normally considered consumables (including, but not limited to rubber goods, seals (rubber, polymer and/or metallic) and/or bearings, are replaced during overhaul. If Buyer requests that such parts not be replaced, Seller hereby disclaims any warranty for said overhauled Equipment/Parts.

Service. Seller warrants that the Services to be provided pursuant to this Agreement shall conform to the material aspects of the specifications set forth in the Agreement. Seller shall re-perform that part of the non-conforming Services, provided Seller is notified by Buyer prior to Seller's departure from the worksite.

Rental. Seller warrants that the Rental equipment to be provided pursuant to this Agreement shall conform to the material aspects of the specifications set forth in the Agreement. Provided Seller is notified by Buyer prior to Seller's departure from the worksite, Seller shall repair or replace non-conforming Rental equipment. In the event of failure or other non-performance of Seller's Rental equipment's contributing to loss of hole, rental rates will apply during re-drill to equivalent TD.

Seller's warranty obligations hereunder shall not apply if non-conformity or failure was caused by (a) Buyer's failure to properly store or maintain the equipment or parts; (b) the unauthorized modification, repair or service of the equipment or parts by Buyer; (c) utilization of replacement parts not manufactured by Seller; or (d) use or handling of the equipment by Buyer in a manner inconsistent with Seller's recommendations. Further, Seller's warranty obligations under this Article 9 shall terminate if (a) Buyer fails to perform its obligations under this or any other Agreement between the parties, or (b) if Buyer fails to pay any charges due Seller. Any third party warranties provided on equipment or parts not manufactured by Seller are assigned to Buyer, without recourse, at the time of delivery, provided such warranties are assignable.

THIS ARTICLE 9 SETS FORTH BUYER'S SOLE REMEDY AND SELLER'S EXCLUSIVE OBLIGATION WITH REGARD TO NON-CONFORMING EQUIPMENT, PARTS, SERVICES OR RENTAL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED PURSUANT TO THE PROVISIONS OF THIS ARTICLE 9, SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AND SELLER DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. CHANGES

Seller expressly reserves the right to change, discontinue or modify the design and manufacture of its products without obligation to furnish, retrofit or install products previously or subsequently sold.

11. RETURN OF MAKE TO STOCK GOODS

With Seller's written approval, unused, incorrectly shipped or "Made to Stock" goods ordered incorrectly, in new condition and of current manufacture and catalog specifications may be returned by Buyer for credit (subject to a restocking fee), provided written request is received within one (1) year after the purchase date. Non-standard goods are not returnable for credit and such goods shall only be accepted for return with the prior written agreement of Seller. Requests for return of goods must show the original purchase order number, invoice number, description of material, and date of purchase. Return of goods does not relieve Buyer of the obligation to make payment against Seller's invoice, and any credit or refund allowed will be issued following Seller's receipt of the goods. The credit allowed on returned goods, if any, is a merchandise credit and is applicable only against future purchases of Seller goods. The credit given will be solely in Seller's discretion and may be based on the original or a subsequently adjusted price. A charge will be assessed to clean-up, refinish and restock the goods, if applicable. No rubber or electronic products or components may be returned for credit after six (6)

months from date of purchase.

12. LIABILITIES, RELEASES AND INDEMNIFICATION

For purpose of this Article 12, the following definitions shall apply:

"Seller Group" shall mean (i) Seller, its parent, subsidiary or related companies, (ii) its and their working interest owners, co-lessees, co-owners, partners, joint venturers, if any, and their respective parents, subsidiary or related companies and (iii) the officers, directors, employees, consultants, agents and invitees of all of the foregoing.

"Buyer Group" shall mean (i) Buyer, its parent, subsidiary or related companies, (ii) its and their working interest owners, co-lessees, co-owners, partners, joint venturers, if any, and their respective parents, subsidiary or related companies and (iii) the officers, directors, employees, consultants, agents and invitees of all of the foregoing.

"Claims" shall mean all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including, without limitation, attorneys' fees and costs of litigation) of any kind or character arising out of, or related to, the performance of or subject matter of this Agreement (including, without limitation, property loss or damage, personal or bodily injury, sickness, disease or death, loss of services and/or wages, or loss of consortium or society).

- a) Seller shall release, indemnify, defend and hold Buyer Group harmless from and against any and all Claims in respect of personal or bodily injury to, sickness, disease or death of any member of Seller Group or Seller Group's subcontractors or their employees, agents or invitees, and all Claims in respect of damage to or loss or destruction of property owned, leased, rented or hired by any member of Seller Group or Seller Group's subcontractors or their employees, agents or invitees.
- b) Buyer shall release, indemnify, defend and hold Seller Group harmless from and against any and all Claims in respect of personal or bodily injury to, sickness, disease or death of any member of Buyer Group or Buyer Group's other contractors or their employees, agents or invitees, and all Claims in respect of damage to or loss or destruction of property owned, leased, rented or hired by any member of Buyer Group or Buyer Group's other contractors or their employees, agents or invitees.
- c) Each party covenants and agrees to support the mutual indemnity obligations contained in Paragraphs (a) and (b) above, by carrying equal amounts of insurance (or qualified self insurance) in an amount not less than U.S. \$5,000,000.00.
- d) Notwithstanding anything contained in this Agreement to the contrary, in all instances where Seller is providing Services at a well site, Buyer, to the maximum extent permitted under applicable law, shall release, indemnify, defend and hold Seller Group and Seller Group subcontractors harmless from and against any and all Claims asserted by or in favor of any person or party, including Seller Group, Buyer Group or any other person or party, resulting from: (i) loss of or damage to any well or hole (including but not limited to the costs of re-drill), (ii) blowout, fire, explosion, cratering or any uncontrolled well condition (including but not limited to the costs to control a wild well and the removal of debris), (iii) damage to any reservoir, geological formation or underground strata or the loss of oil, water or gas therefrom, (iv) pollution or contamination of any kind (other than surface spillage of fuels, lubricants, rig sewage or garbage, to the extent attributable to the negligence of Seller Group, including but not limited to the cost of control, removal and clean-up, or (v) damage to, or escape of any substance from, any pipeline, vessel or storage facility.
- e) NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER AND EACH PARTY RELEASES THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES (WHETHER FORESEEABLE AT THE DATE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PRODUCTION, LOST REVENUE, LOST PRODUCT, LOST PROFIT, LOST BUSINESS OR BUSINESS OPPORTUNITIES.
- f) Seller's total liability for all claims, damages, causes of action, demands, judgments, fines, penalties, awards, losses, costs and expenses (including attorney's fees and cost of litigation) shall be limited to and shall not exceed the value of the Equipment, Parts, Services or Rental purchased under the Agreement.
- g) THE EXCLUSIONS OF LIABILITY, RELEASES AND INDEMNITIES SET FORTH IN PARAGRAPHS A. THROUGH F. OF THIS ARTICLE 12 SHALL APPLY TO ANY CLAIM(S), LOSSES OR DAMAGES WITHOUT REGARD TO THE CAUSE(S) THEREOF, INCLUDING BUT NOT LIMITED TO PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF PRODUCTS OR EQUIPMENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OR OTHER LEGAL FAULT OR RESPONSIBILITY OF ANY PERSON (INCLUDING THE INDEMNIFIED OR RELEASED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE.
- h) Redress under the indemnity provisions set forth in this Article 12 shall be the exclusive remedy(ies) available to the parties hereto for the matters, claims, damages and losses covered by such provisions.

13. INSURANCE

Upon written request, each party shall furnish to the other party certificates of insurance evidencing the fact that the adequate insurance to support each party's obligations hereunder has been secured. To the extent of each party's release and indemnity obligations expressly assumed by each party hereunder, each party agrees that all such insurance policies shall, (a) be primary to the other party's insurance; (b) include the other party, its parent, subsidiary and affiliated or related companies, and its and their respective officers, directors, employees, consultants and agents as additional insured; and, (c) be endorsed to waive subrogation against the other party, its parent, subsidiary and affiliated or related companies, and its and their respective officers, directors, employees, consultants and agents.

14. GOVERNING LAW

Except for Equipment, Parts, Services or Rental provided, or to be provided, by Seller in North or South

America (the "America's"), this Agreement shall be governed by and interpreted in accordance with the laws of England and Wales, excluding conflicts and choice of law principles. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said rules. Arbitration shall be held in London, England and shall be conducted in the English language.

For Equipment, Parts, Services or Rental provided, or to be provided, by Seller in the America's, this Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas, excluding conflicts and choice of law principles. Any dispute, action or proceeding arising out of or relating to this Agreement must be brought in a state or federal court sitting in Harris County, Texas, and each of the parties hereby agrees to irrevocably submit itself to the exclusive jurisdiction of each such court in any such action or proceeding and waives any objection it may now or hereafter have to venue or convenience of forum.

Seller retains the right to arbitrate any all disputes that may arise in connection with the provision of the Equipment, Parts, Services or Rental.

15. OWNERSHIP AND PATENT INDEMNITY

All software used in connection with the Equipment, Parts, Services or Rental, either purchased or rented from Seller, is copyrighted and owned by Seller and licensed to Buyer. Seller warrants that the use or sale of Equipment or Parts hereunder will not infringe patents of others by reason of the use or sale of such Equipment or Parts per se, and hereby agrees to hold Buyer harmless against judgment for damages for infringement of any such patent, provided that Buyer shall promptly notify Seller in writing upon receipt of any claim for infringement, or upon the filing of any such suit for infringement, whichever first occurs, and shall afford Seller full opportunity, at Seller's option and expense, to answer such claim or threat of suit, assume the control of the defense of such suit, and settle or compromise same in any way Seller sees fit. Seller does not warrant that such Equipment or Parts: (a) will not infringe any such patent when not of Seller's manufacture, or specially made, in whole or in part, to the Buyer's design specifications; or (b) if used or sold in combination with other materials or apparatus or used in the practice of processes, will not, as a result of such combination or use, infringe any such patent, and Seller shall not be liable and does not indemnify Buyer for damages or losses of any nature whatsoever resulting from actual or alleged patent infringement arising pursuant to (a) and (b) above. **THIS ARTICLE STATES THE ENTIRE RESPONSIBILITY OF SELLER CONCERNING PATENT INFRINGEMENT.**

16. REGULATORY COMPLIANCE

By acceptance of delivery under this Agreement, Buyer warrants it has complied with all applicable governmental, statutory and regulatory requirements and will furnish Seller with such documents as may be required. Seller warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders in effect at the time of Agreement execution, including laws and regulations pertaining to labor, wages, hours and other conditions of employment, and applicable price ceilings if any. Seller will not provide any certification or other documentation nor agree to any contract provision or otherwise act in any manner which may cause Seller to be in violation of applicable United States law, including but not limited to the Export Administration Act of 1979 and regulations issued pursuant thereto. **No provision in this Agreement shall be interpreted or applied which would require any party to do or refrain from doing any act which would constitute a violation of, or result in a loss of economic benefit under, any anti-boycott including but not limited to any such law of the United States.** All Orders shall be conditional upon granting of export licenses or import permits which may be required. Buyer shall obtain at its own risk any required export license and import permits and Buyer shall remain liable to accept and pay for material if licenses are not granted or are revoked.

17. CONFIDENTIAL INFORMATION

Each party recognizes and acknowledges that it shall maintain all data, information, disclosures, documents, drawings, specifications, patterns, calculations, technical information and other documents (collectively, "Confidential Information") obtained from the other party in strict confidence. However, nothing hereinabove contained shall deprive the party receiving the Confidential Information of the right to use or disclose any information: (a) which is, at the time of disclosure, known to the trade or public; (b) which becomes at a later date known to the trade or the public through no fault of the party receiving the Confidential Information and then only after said later date; (c) which is possessed by the party receiving the Confidential Information, as evidenced by such party's written records, before receipt thereof from the party disclosing the Confidential Information; (d) which is disclosed to the party receiving the Confidential Information in good faith by a third party who has an independent right to

such information; (e) which is developed by the party receiving the Confidential Information as evidenced by documentation, independently of the Confidential Information; or, (f) which is required to be disclosed by the party receiving the Confidential Information pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided that the party receiving the Confidential Information uses its best efforts to provide timely notice to the party disclosing the Confidential Information of such order to permit such party an opportunity to contest such order. In the event that Seller owns copyrights to, patents to or has filed patent applications on, any technology related to the Equipment, Parts, Services or Rental furnished by Seller hereunder, and if Seller makes any improvements on such technology, then Seller shall own all such improvements, including drawings, specifications, patterns, calculations, technical information and other documents.

18. INDEPENDENT CONTRACTOR

It is expressly understood that Seller is an independent contractor, and that neither Seller nor its principle, partners, employees or subcontractors are servants, agents or employees of Buyer. In all cases where Seller's employees (defined to include Seller's and its subcontractors, direct, borrowed, special, or statutory employees) are covered by the Louisiana Worker's Compensation Act. La. R.S. 23:102 et seq., Seller and Buyer agreed that all Equipment, Parts, Services or Rental provided by Seller and Seller's employees pursuant to this Agreement are an integral part of and are essential to the ability of Buyer to generate Buyer's goods, products, and services for the purpose of La. R.S. 23:106(A) (1). Furthermore, Seller and Buyer agree that Buyer is the statutory employer of all of Seller's employees for the purpose of La. R.S. 23:1061(A) (3).

19. ADDITIONAL RENTAL TERMS AND CONDITIONS

Unless otherwise indicated, the rental rates contained in Seller's Proposal are on a per day basis and such rates shall apply to each piece of equipment or part rented. Seller represents that it has fully inspected the Rental equipment and parts as detailed in the Agreement and that said equipment and parts are in good condition and repair, and are fully acceptable for use as specified in the Agreement. Furthermore, Seller represents that the Rental equipment and parts are not subject to any encumbrances or liens, and that Seller has full title to the equipment and parts, and thus, Seller is authorized to enter into and execute this Agreement.

Buyer represents that it shall use the Rental equipment and parts in a careful and proper manner and shall comply with all laws, ordinances and regulations relating to the possession, use and maintenance of the equipment and parts in accordance with Seller's approved procedures. In the event the parties agree that the Buyer shall operate the Rental equipment and parts, Buyer further represents that the Rental equipment and parts will be operated by skilled employees trained in the use of the Rental equipment and parts. Buyer shall keep the Rental equipment and parts free and clear of all liens and encumbrances arising in connection with Buyer's operations and/or use of the Rental equipment and parts. Buyer, at its sole cost, shall provide and maintain insurance against the loss, theft, damage or destruction of the Rental equipment and parts. The coverage shall be in an amount not less than the new replacement price of the Rental equipment and parts. NOV shall provide equipment and parts prices at execution of this Agreement.

At the expiration of the applicable rental term, Buyer will at its sole cost return the Rental equipment to the facility designated by Seller, in working condition (reasonable wear and tear excepted). Upon receipt of the returned Rental equipment, Seller will service and inspect the Rental equipment. In the event Seller determines that the Rental equipment is materially damaged or not in working condition (reasonable wear and tear excepted), any service work required to bring the Rental equipment to good working condition will be charged back to the Buyer. Such charges may include service, inspection, and spare parts.

20. GENERAL

Failure of Buyer or Seller to enforce any of the terms and conditions of this Agreement shall not prevent a subsequent enforcement of such terms and conditions or be deemed a waiver of any subsequent breach. Should any provisions of this Agreement, or portion thereof, be unenforceable or in conflict with applicable governing country, state, province, or local laws, then the validity of the remaining provisions, and portions thereof, shall not be affected by such unenforceability or conflict, and this Agreement shall be construed as if such provision supersedes all prior oral or written agreements or representations. Buyer acknowledges that it has not relied on any representations other than those contained in this Agreement. This Agreement shall not be varied, supplemented, qualified, or interpreted by any prior course of dealing between the parties or by any usage of trade and may only be amended by an agreement executed by an authorized representative of each party.



NATIONAL OILWELL VARCO, L.P.
REPAIR - LOUISIANA (ML: LRC)
5212 WEST HWY 90
LEDGER 183
DOOR B
NEW IBERIA, LA 70560 (US)

Invoice	10069919
Cust PO/Ref	4700350252
Sales Order	NOV-515023
Cust Num	10269
Page	1 of 2

Invoice

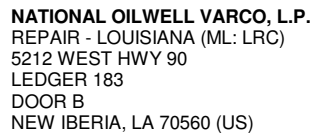
Please reference this Invoice Number on all correspondence.

Invoice To	B051 B063 NOBLE INTERNATIONAL FINANCE CO UGLAND HOUSE S CHURCH STREET GEORGTOWN, KY KY1-1104 Cayman Islands	Remit To	1WR NATIONAL OILWELL VARCO, L.P. WELLS FARGO BANK, NA - ABA121000248 420 MONTGOMERY NOV RIG SOLUTIONS SPARES AND SVC ACCT #4496880154 SAN FRANCISCO, CA 94104 (US) LEDGER 183
Shipped From	1-10 LRC NATIONAL OILWELL VARCO, L.P. REPAIR - LOUISIANA (ML: LRC) 5212 WEST HWY 90 LEDGER 183 DOOR B NEW IBERIA, LA 70560 (US)	Shipped To	S196 NOBLE AMOS RUNNER - C/O CEVA LOGIST C/O CEVA LOGISTICS 918 GERALDINE ROAD GIBSON, LA 70356 (US)

Cust Contact	KARA DORRIS Ph: 281-276-6644		
Sales Rep	LYNETTE BADEAUX	Date Printed	01/28/2015
Currency	UNITED STATES DOLLAR	Freight Terms	COLL
Payment Terms	NET 30 FROM INVOICE DATE	Shipping Terms	EX-WORKS
Carrier	BEST WAY	Ref/Rig Name	Noble Drilling Rig Noble Amos Runner

Details

Line	Item Description	UM	Quantity	Unit Price	Net Price	Ext Net Price
Invoice Comments: TDS-4S TRANSMISSION, SN TDS4SB27E120 MT 073-5849 RMA0002369 REF: WO TRACKER NOV-515023						
0001	REP-560 REPAIR, TOP DRIVES Labor: \$54,000.00 Disassemble, QC, Repair, modify and reassemble TDS 4S using listed materials. Unit was assembled using secondary retention methods. Outside Services: \$62,500.00 Includes cleaning, blasting, MPI inspections, prime, paint to NOV spec, machine shop and welding. Includes repairing the following items: Skim cut pneumatic manifold All new hydraulic hoses and fittings Alignment Cylinder Lug on Lower Gear case (Pin Bore Worn) Repair 3 threaded holes on bearing housing Bore and sleeve bail pin bores on bearing housing (worn)	EA	1.00	\$430,511.6800	\$430,511.6800	\$430,511.68





Noble Drilling

TDS-4S Top Drive

Data Book

Inspection Documentation

Receipt Bill of Lading
Product Information Bulletin Updates
Initial Inspection and NDE Records
NDE Inspectors' Certifications
Receiving and Disassembly Photographs
Inspection Photographs

NO DRIVER WILL BE PAID UNLESS THIS FORM IS COMPLETED



WAYBILL

P.O. Box 183
Harvey, LA 70059
(504) 368-2510
(800) 825-6246

**THIS IS NOT AN INVOICE
BILL OF LADING - NOT NEGOTIABLE**

SUBJECT TO THE TERMS AND CONDITIONS
STIPULATED TO ON THE REVERSE SIDE
OF THIS BILL OF LADING

USDOT 052767 MC 120675 MC 442453 LPSC 5268

CHARGE TO: _____

FROM: Signal (Noble) Avos Runner

Street Address: _____

City: Parragula State: MS Zip: _____

ACCOUNT #: _____

TO: Noble Drilling

Street Address: _____

City: Gibson State: LA Zip: _____

TRIP #: _____

DATE SHIPPED	TRUCK NO.	MILES	DRIVER NO.	DRIVER NAME	TERM NO.	WAYBILL NO.
						6798474
QUANTITY	DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS				WEIGHT	ESTIMATED PRICE
1	Empty O/T Container 20' GAUW 202001-4					
5/0	NOV / Totco New Iberia LA					
1	Top Drive Unlabeled Top Drive out of Container.					
	Willie Horne 6-20-14					
	TT#515023					

Shipped By: _____ Time _____ am
Out _____ pm

Received By: Chad Barton Time _____ am
In _____ pm

Print Name: _____ Date: _____

Print Name: CHAD BARTON Date: 6/20/14

Shipped subject to the terms and conditions stipulated to on the reverse side of the Bill of Lading. Total value of items transported is declared to be less than one million dollars.

Received in good order, except as noted on the Bill of Lading, the items described above marked and consigned as indicated. Received subject to the terms and conditions stipulated to on the reverse side of the Bill of Lading.

START	STOP	TOTAL	STATES TRAVELED	CITY	STATE	ODOMETER
LOADING			APPROVED BY _____	Begin <u>Houma</u>	<u>LA</u>	<u>62502</u>
UNLOADING			APPROVED BY _____	End		
SWAMPER				LEASE / WELL #		
NAME: _____ #: _____		RIG # / NAME				
SALES #		AFE/WO				
OPTIONAL/TRUCK		PO #				
ACME DISPATCHER: _____				TRUCK TYPE: _____		

ATTACH ALL FUEL RECEIPTS

CUSTOMER FIELD COPY

☐ NO ☐ YES FUEL RECEIPTS

NOBLE CORPORATION
MATERIAL TRANSFER FORM

MT No. : 073-5841
Signature: ANDY MUHA
Position: MATCO

WHAT TO DO WITH IT?	
<input type="text"/>	PERMANENT TRANSFER, USABLE
<input type="text" value="XXX"/>	REPAIR
<input type="text"/>	JUNK OUT

RECEIVER	
RECEIVER: Upon receipt of goods, sign and date below, then email or fax a copy back to Accounting . Keep a copy for your records.	
TRANSFER TO:	
Location:	NOV VARCO
	5212 WEST HWY 90
Address:	NEW IBERIA, LA 70560
Name:	ATTN:TROY MELANCON
Signature:	281-240-6111

* BOTH PARTIES MUST SIGN FOR THE MATERIAL TO BE TRANSFERRED ON THE COMPANY'S RECORDS *

* SEND TO ASSET ACCOUNTING FOR ASSIGNMENT OF MATERIAL TRANSFER NUMBER *

*TRANSFER MAY TAKE PLACE ACROSS INTERNATIONAL WATERS *

[illegible]

TOTAL	\$500,000.00
-------	--------------

SENT TO: _____ INVENTORY CARD NO: _____
DATE SHIPPED: _____ RIG MT NUMBER: _____
SHIPPED VIA: _____ YARD MT NUMBER: _____

RECEIVING RIG OWNER APPROVAL:
Company: _____
Name/Title: _____
Signature: _____ **Date:** _____

Product Improvement

Date: February 15, 2000

SUBJECT: TDS-3S, -4S, -6S & -7S Upper Bearing Seal Retrofit Kit

PURPOSE: Update Availability of Performance Improvement Upper Seal Kits

EFFECTIVITY: All TDS-3S, -4S, -6S & -7S with 3" and 4" Bore Wash Pipe

Varco Engineering has developed additional seal kits for the improved upper bearing seal design that was first announced with the initial release of Product Bulletin TDS-97-02, April 28, 1997. Initially, Seal Kit, P/N 119226, was available for TDS-3S, -4S Top Drives with standard 3" Bore Wash Pipe. Seal Kits are now available for all TDS-3S, -4S, -6S, & -7S with 3" and 4" Bore Wash Pipe.

The improved upper bearing seal design is now standard on all Varco Top Drives and has proven to be very effective at reducing the risk of internal component failures (i.e. bearing and gears), due to gear case contamination. The original seal design, which was identical to the seal used on standard rotary swivels, worked well when greased regularly. However, the seal could be damaged allowing gear case contamination if it was not regularly maintained as recommended. The new Upper Bearing Retainer Seal Kit improves upon the old design by:

1. Reducing the ability of water ingress and/or mud contamination.
2. Preventing premature bearing damage and/or gear wear.
3. Reducing the frequency of greasing maintenance required by the old style seal.
4. Reducing the frequency of oil changes due to internal contamination.

Use the following table to select the correct Bearing & Seal Retainer Kit:

Top Drive Model	Size Wash Pipe	Units Affected	Kit Part Number
TDS-3S & TDS-7S	3"	All	119226 *
TDS-4S	3"	S/N TDS4SXXXX83 and Before	119226 *
TDS-6S	3"	S/N TDS6SXXXX07 and Before	119226-6S
TDS-4S	4"	S/N TDS4SXXX132 and Before	122801
TDS-6S	4"	S/N TDS6SXXXX02	122801-6S

* Kit available since 4/28/97, Product Bulletin TDS-97-02

Since some of these kits have been available for several months, many users have already installed the new seal kits. If in doubt about the installation of the new seal kit, users should inspect their top drives before ordering. The new seal kits are identifiable by the larger hooded rubber-bearing shield shown on the attached kit drawings.

As this new Bearing Retainer Seal Kit reduces top drive maintenance and improves reliability, it is strongly recommended and is available for purchase through your local Varco Service Center.



Inspection Procedure

TDS-4S Transmission

REFERENCE	REFERENCE DESCRIPTION	
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	DOCUMENT NUMBER	REV
	D9D1004359-PRO-001	02

NOV **NATIONAL OILWELL VARCO**

1. REVISION HISTORY

02	09.10.2012	Addition of landing ring and retainer	W.M	S. McD	Q.A.
01	14.12.2010	First Issue	W.M	S. McD	Q.A.
Rev	Date (dd.mm.yyyy)	Reason for issue	Prepared	Checked	Approved

CHANGE DESCRIPTION

Revision	Change Description
01	First issue
02	Addition of item for landing ring and retainer. Headers aligned with other docs. MPI on pages 23, 24, 28, 29, 30, 31, 32 removed. Visual inspection to replace section I) on page 7, B) & D) changed to visual inspection on page 8.

Printed copies of this document are uncontrolled.

2. CUSTOMER INFORMATION

Customer NOBLE Customer PO No. N/A
NOV Job / Tracker No. 515 023
Rig AMOS RUNNER
Configuration: N/A
Equipment: TDS4S TOP DRIVE ASSY
Model No.: TDS4S
Serial No. TDS4SB27E120
Part No. 1229231
NOV Technician Name PATRICK LEE
NOV Witness: N/A
Customer Witness N/A
3rd Party Witness Agency ↓
3rd Party Witness Name ↓
3rd Party Witness Signature ↓
Completion Date 9-19-14



Inspection Procedure

650T Rotating Head – 10 Port

REFERENCE	REFERENCE DESCRIPTION	
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	DOCUMENT NUMBER	REV
	D9D1004371-PRO-001	02



1. REVISION HISTORY

02	04.09.2013	Part number obsolete and changed page 4, 10, 14	W.M.	S.McD.	Q.A.
01	04.11.10	First issue in Teamcentre	W.M.	S.McD.	Q.A.
Rev	Date (dd.mm.yyyy)	Reason for issue	Prepared	Checked	Approved

CHANGE DESCRIPTION

Revision	Change Description
01	First issue in Teamcentre
02	Part number for Compound gear obsolete and changed on page 10, as well as in table of contents and Appendix for dimensions.

Printed copies of this document are uncontrolled.

2. Customer Details

Customer NOBLE DRILLING Customer PO No. N/A
NOV Job / Tracker No. 515023
Rig AMOS RUNNER
Configuration: TDS-4S ROTATING HEAD
Serial No. RH PG 08E24
Part No. 30116445
Test Technician Name PATRICK LEE
NOV Witness: N/A
Customer Witness _____
3rd Party Witness Agency _____
3rd Party Witness Name _____
3rd Party Witness Signature _____
Test Date QC DATE 9-18-14



Inspection Procedure

Gooseneck & Supply Pipe - Dimensional

→ NOT WITH JOB.



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	DOCUMENT NUMBER	REV
	D9D1004367-PRO-001	02



NATIONAL OILWELL VARCO

1. REVISION HISTORY

02	13.08.12	Pictures compressed, titles changed	W.M.	S. McD	Q.A.
01	03.11.10	First issue in Teamcentre	W.M.	S. McD	Q.A.
Rev	Date (dd.mm.yyyy)	Reason for issue	Prepared	Checked	Approved

CHANGE DESCRIPTION

Revision	Change Description
01	First issue in Teamcentre
02	All pictures compressed to aid accessibility on TCE. Titles 1 and 2 changed to be in line with other documents.

Printed copies of this document are uncontrolled.

2. CUSTOMER DETAILS

Customer	NOBLE DRILLING	Customer PO No.	n/a
NOV Job / Tracker No.	515023		
Rig	AMOS DRILL RUNNER		
Configuration:	TDS-4S GOOSENECK, SUPPLY PIPE		
Serial No.	H2707 (GOOSENECK),		
Part No.	112758		
Test Technician Name	PATRICK LEE		
NOV Witness:	N/A		
Customer Witness	↓		
3rd Party Witness Agency			
3rd Party Witness Name			
3rd Party Witness Signature			
Test Date	QC DATE: 9-17-14		



Inspection Procedure

TDS- Main shaft - Dimensional

REFERENCE	REFERENCE DESCRIPTION	
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DOCUMENT NUMBER		REV
D9D1004366-PRO-001		05



NATIONAL OILWELL VARCO

1. REVISION HISTORY

Rev	Date (dd.mm.yyyy)	Reason for issue	Prepared	Checked	Approved
05	04.04.2014	Change to inspection of Landing Grooves	W. Murray	S. McDonald	S. Stewart
04	17.09.2013	Additional part number	W.M.	S.McD.	Q.A.
03	24.01.2013	Correction to measurement A	W.M.	S.McD.	Q.A.
02	01.10.2012	Corrections to dimensional table	W.M.	S.McD.	Q.A.
01	03.11.10	First issue in Teamcentre	W.M.	S.McD.	Q.A.



CHANGE DESCRIPTION


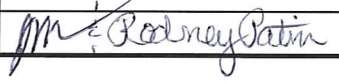
Revision	Change Description
01	First issue in Teamcentre
02	Dimensional corrections to R and column titles on table.
03	Measurement A now taken from end of shaft rather than from pin face.
04	Additional part number on page 4, 9
05	Inspect groove width & tooth pitch instead of from leading edge to leading edge. Additional check for diameters at bottom of groove and at the height of the tooth. New dimensional tolerances as agreed by Orange (See EN form)

Printed copies of this document are uncontrolled.

2. CUSTOMER DETAILS

Customer	NOBLE DRILL PIPE	Customer PO No.	N/A
NOV Job / Tracker No.	515023		
Rig	AMOS RUNNER		
Configuration:	TDS-4S MAIN STEM SHAFT		
Serial No.	T/C A1102-26		
Part No.	30112730		
Test Technician Name	PATRICK LEE		
NOV Witness:	N/A		
Customer Witness			
3rd Party Witness Agency			
3rd Party Witness Name			
3rd Party Witness Signature			
Test Date	QC DATE 9-17-14		

CUSTOMER NATIONAL OILWELL VARCO					WO# DR515023	
RIG NOBLE AMOS RUNNER					DATE 17-Sep-14	
JOB NUMBER DR515023					COMMENTS:	
LOCATION NOV HWY 90					TDS-4S TOP DRIVE ASSEMBLY	
NO.	QTY.	TYPE OF EQUIPMENT	PART #	ACC/REJ	INSPECTION RESULTS NOTATIONS	
1	1	BULL GEAR /	107527	OK		
2	1	BRAKE DRUM /	414661	OK		
3	3 PCS	RING FEDDER / 99177	N/A	ALL OK		
4	2	GENEVA SLAVES /	88777	BOTH OK		
5	1	GENEVA PLATE /	88619	OK		
6	1	LABYRINTH RING /	98931	OK		
7	1	GENEVA MECHANISM /	89065	OK		
8	1	GEAR CHANGER /	88776	OK		
9	1	SPACER RING /	76923	OK		
10	1	MAG PICK UP RING /	76385	OK		
11	1	HIGH GEAR SHAFT /	88597	OK		
12	1	LOW GEAR SHAFT /	88598	OK		
13	1	HIGH GEAR /	88595	OK		
14	1	LOW GEAR /	88596	OK		
15	1	LOWER GEAR CASE /	92701	OK		
16	1	BONNET /	91052	OK		
17	1	UPPER GEAR CASE /	92689	OK		
18	1	BAIL /	92806	OK		
19	1	GOOSENECK /	92808	OK		
20	1	SWIVEL FLANGE /	30116445	CRK	SEVERAL CRK IN IN CHROME AREA (HEAT CHECKING 360*)	
21	1	PINION GEAR /	88621	OK		
22	1	SWIVEL GEAR /	116447	OK		
23	1	BLOWER MOUNTING PLATE /	109410	OK		
24	1	SWIVEL BLOCK /	30116446	OK		
25						
COMMENTS:				INSPECTOR (PLEASE PRINT) JORDAN M. & RODNEY P.		
INSPECTED TO NOV SOP 8.002 REV R AND/OR SOP 8.003 REV R SPECIFICATIONS				INSPECTOR SIGNATURE		
				 N. Connie 09-17-14		

CUSTOMER NATIONAL OILWELL VARCO					WO# DR515023
RIG NOBLE AMOS RUNNER					DATE 24-Sep-14
JOB NUMBER DR515023					COMMENTS:
LOCATION NOV HWY 90					TDS-4S TOP DRIVE ASSY
NO.	QTY.	TYPE OF EQUIPMENT	PART #	ACC/REJ	INSPECTION RESULTS NOTATIONS
1	1	BRAKE ADAPTER RING ✓	77544	OK	
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
COMMENTS:					INSPECTOR (PLEASE PRINT)
INSPECTED TO NOV SOP 8.002 REV R AND/OR SOP 8.003 REV R SPECIFICATIONS					JORDAN M. & RODNEY P.
					INSPECTOR SIGNATURE
					



 H. Cormie

 09-25-14



Rodney Patin

4/17/2014

This is to acknowledge that the above named individual has successfully completed experience, training, and examination requirements in accordance with the provisions of the Tuboscope Qualification / Certification Manual, Section 1 (Written Practice), December 2012 revision, and is considered to be qualified in the methods shown below.

<u>Equipment</u>	<u>Product</u>	<u>Expiration</u>	<u>Requalification</u>	<u>Trainer</u>	<u>Examiner</u>
NEAR VISION ACUITY		04/04/2015	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COLOR VISION		04/04/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

All Historical Information Provided To Compile This Certification Is True And Correct To The Best Of My Knowledge

Certified by:

Michael J. Ruddy
 Tuboscope NDT Level III
 Certifying Authority
 ASNT Certificate #20973
 Tuboscope Certificate #I-53

**Rodney Patin****4/17/2014**

This is to certify that the above named individual has successfully completed experience, training, and examination requirements in accordance with the provisions of the Tuboscope Qualification / Certification Manual, Section 1 (Written Practice), December 2012 revision, which meet or exceed the requirements of the 2011 edition of ASNT SNT-TC-1A.

This individual is considered to be certified to perform Nondestructive Testing in the applicable method and level shown below.

<u>Method/Level</u>	<u>Product</u>	<u>Expiration</u>	<u>Extension</u>	<u>Trainer</u>	<u>Examiner</u>
MAGNETIC PARTICLE LEVEL II	DP	04/10/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LIQUID PENETRANT LEVEL II	DP	04/10/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

All Historical Information Provided To Compile This Certification Is True And Correct To The Best Of My Knowledge

Certified by: Michael J. Ruddy

Michael J. Ruddy
Tuboscope NDT Level III
Certifying Authority
ASNT Certificate #20973
Tuboscope Certificate #1-53

**Jordan Morgan****4/17/2014**

This is to certify that the above named individual has successfully completed experience, training, and examination requirements in accordance with the provisions of the Tuboscope Qualification / Certification Manual, Section 1. (Written Practice), December 2012 revision, which meet or exceed the requirements of the 2011 edition of ASNT SNT-TC-1A.

This individual is considered to be certified to perform Nondestructive Testing in the applicable method and level shown below:

<u>Method/Level</u>	<u>Product</u>	<u>Expiration</u>	<u>Extension</u>	<u>Trainer</u>	<u>Examiner</u>
MAGNETIC PARTICLE LEVEL II	DP	04/10/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LIQUID PENETRANT LEVEL II	DP	04/10/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

All Historical Information Provided To Compile This Certification Is True And Correct To The Best Of My Knowledge

Certified by: _____

Michael J. Ruddy
Tuboscope NDT Level III
Certifying Authority
ASNT Certificate #20973
Tuboscope Certificate #1-53

**Jordan Morgan****4/17/2014**

This is to acknowledge that the above named individual has successfully completed experience, training, and examination requirements in accordance with the provisions of the Tuboscope Qualification / Certification Manual, Section 1 (Written Practice), December 2012 revision, and is considered to be qualified in the methods shown below.

<u>Equipment</u>	<u>Product</u>	<u>Expiration</u>	<u>Requalification</u>	<u>Trainer</u>	<u>Examiner</u>
NEAR VISION ACUITY		04/04/2015	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COLOR VISION		04/04/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

All Historical Information Provided To Compile This Certification Is True And Correct To The Best Of My Knowledge

Certified by:

Michael J. Ruddy
 Tuboscope NDT Level III
 Certifying Authority
 ASNT Certificate #20973
 Tuboscope Certificate #I-53

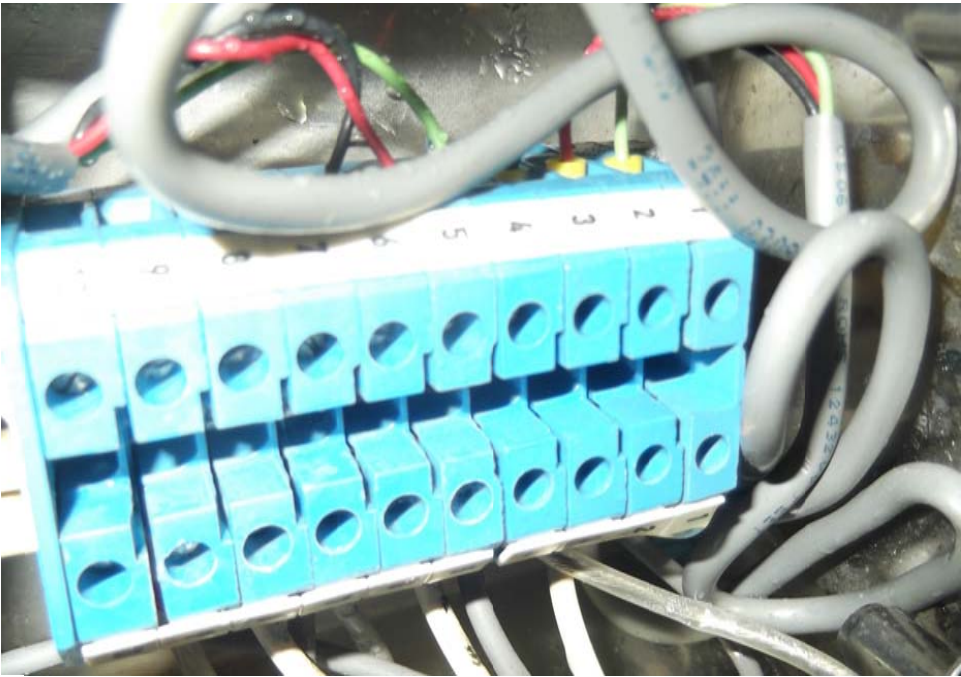
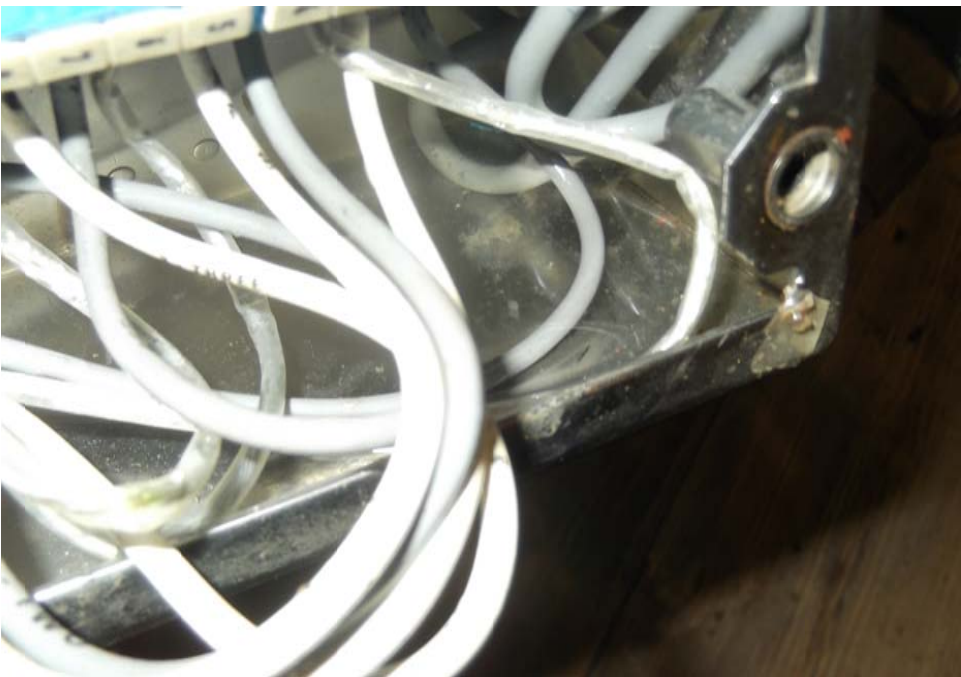
Receiving Photographs



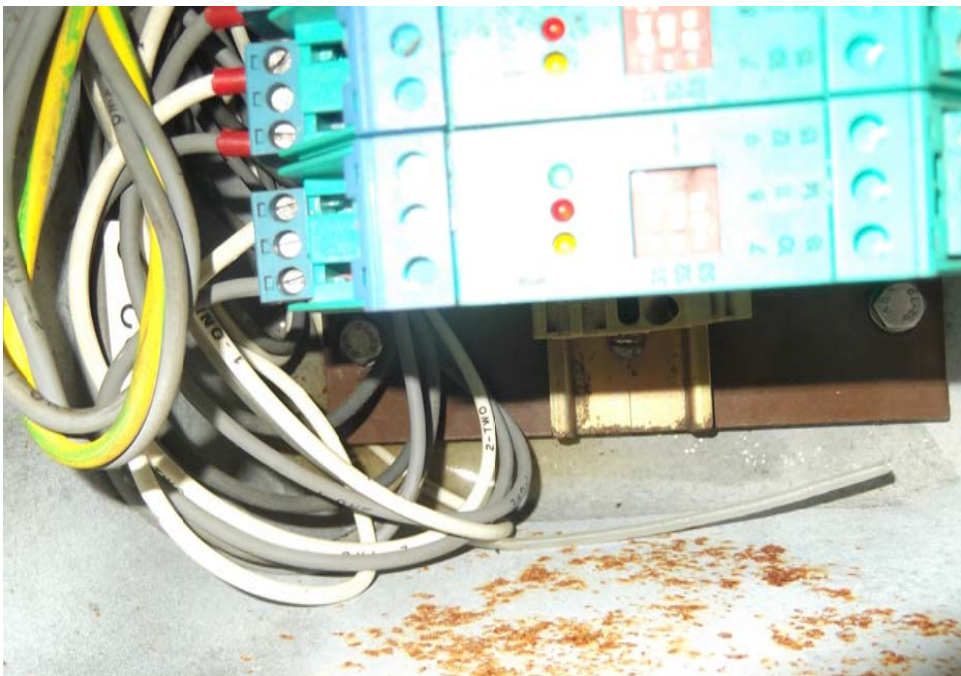
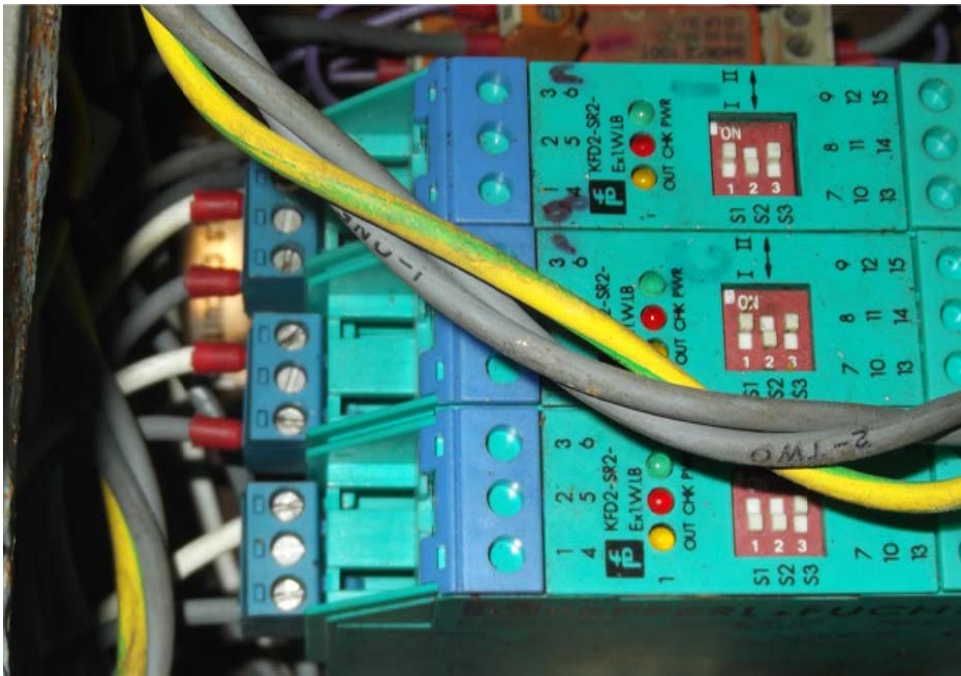
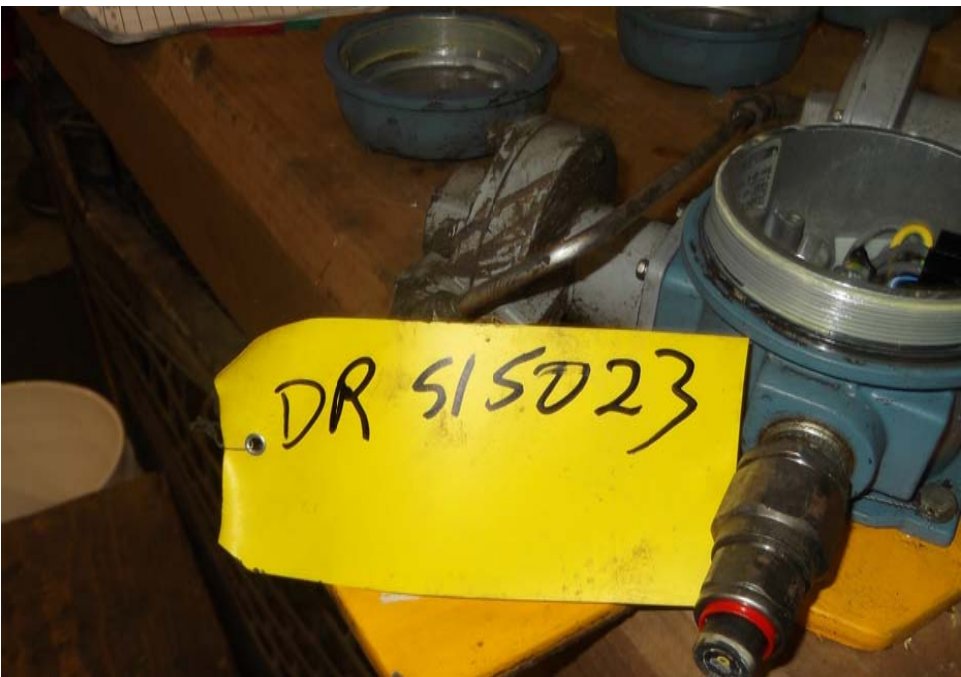
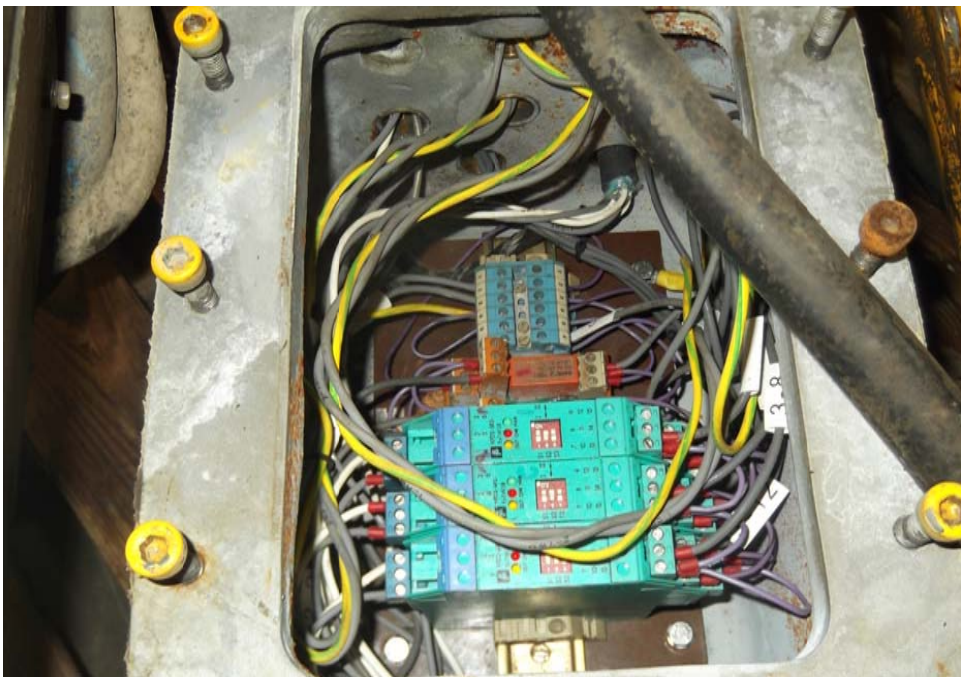
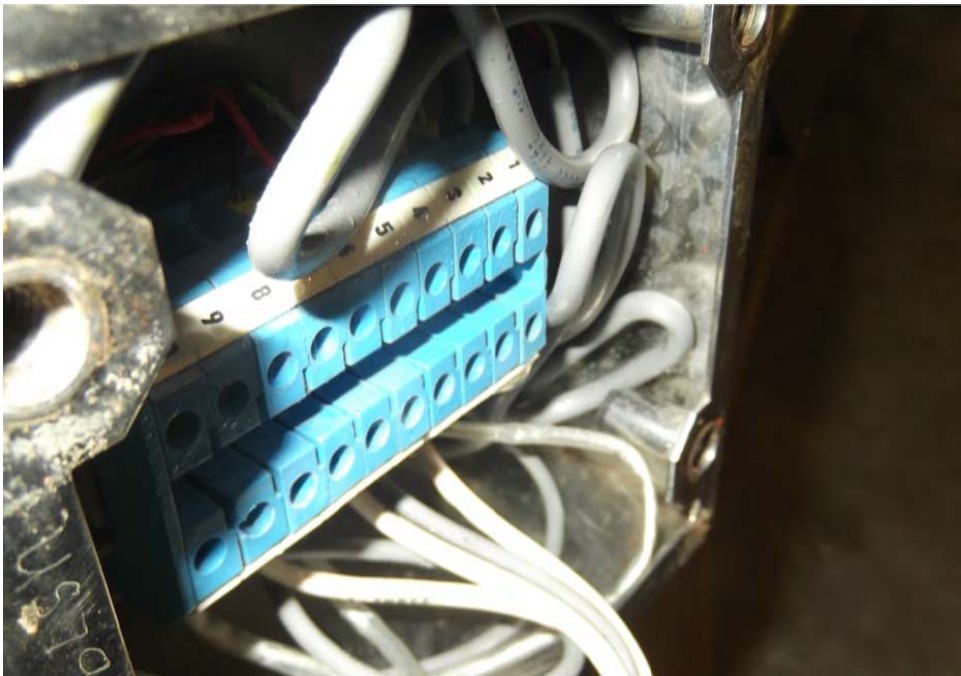
Receiving Photographs



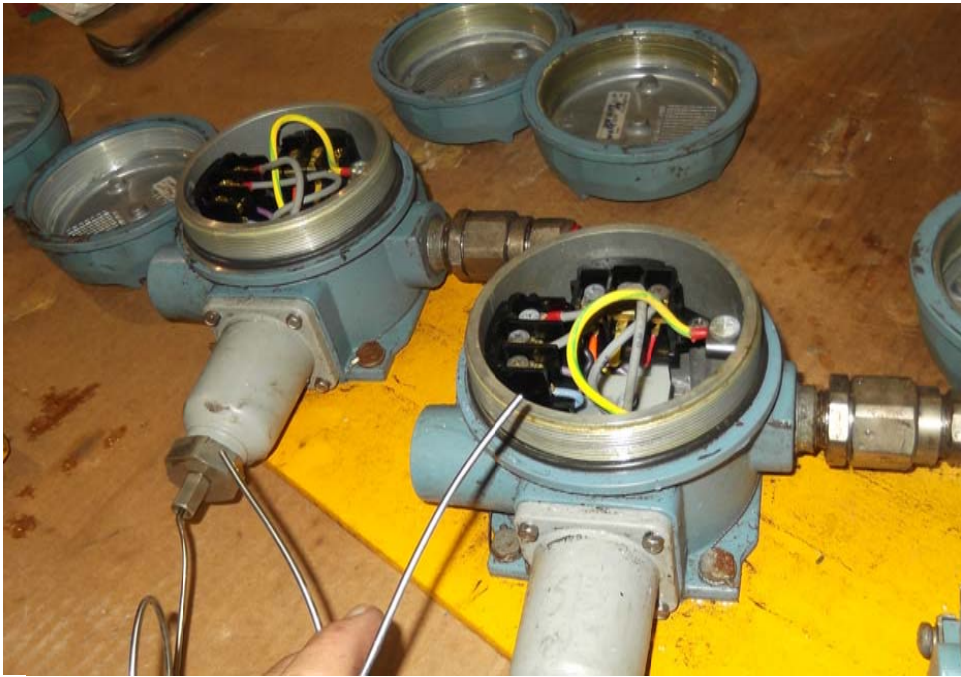
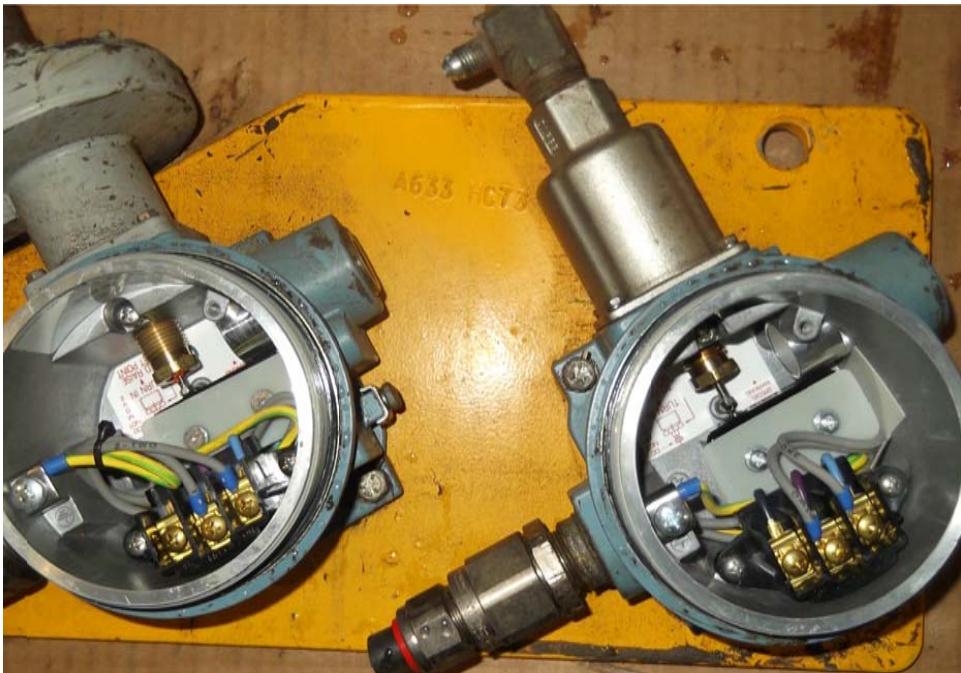
Disassembly Photographs



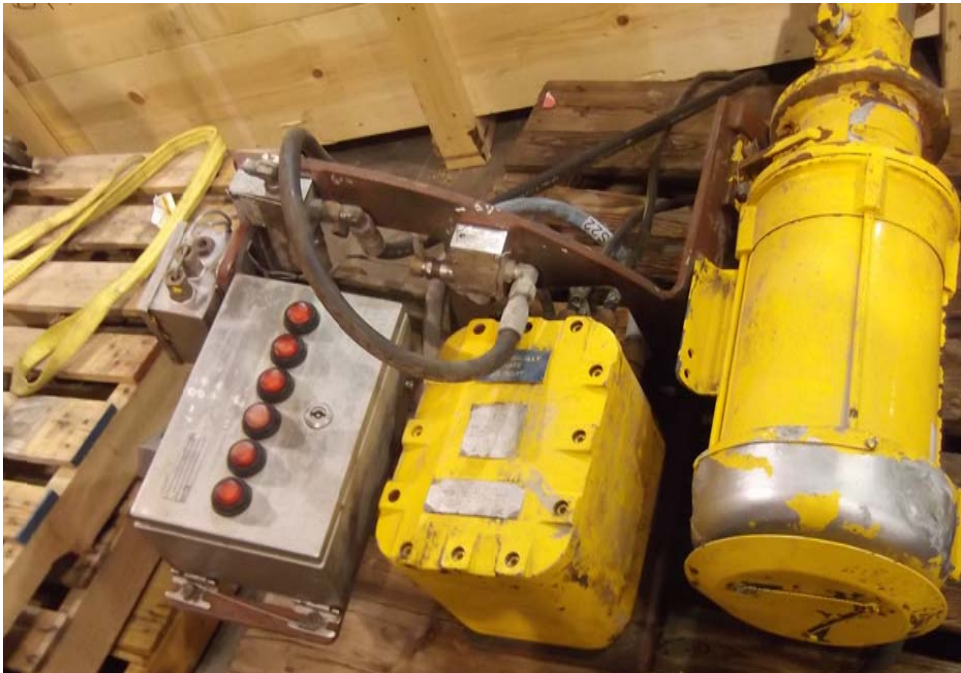
Disassembly Photographs



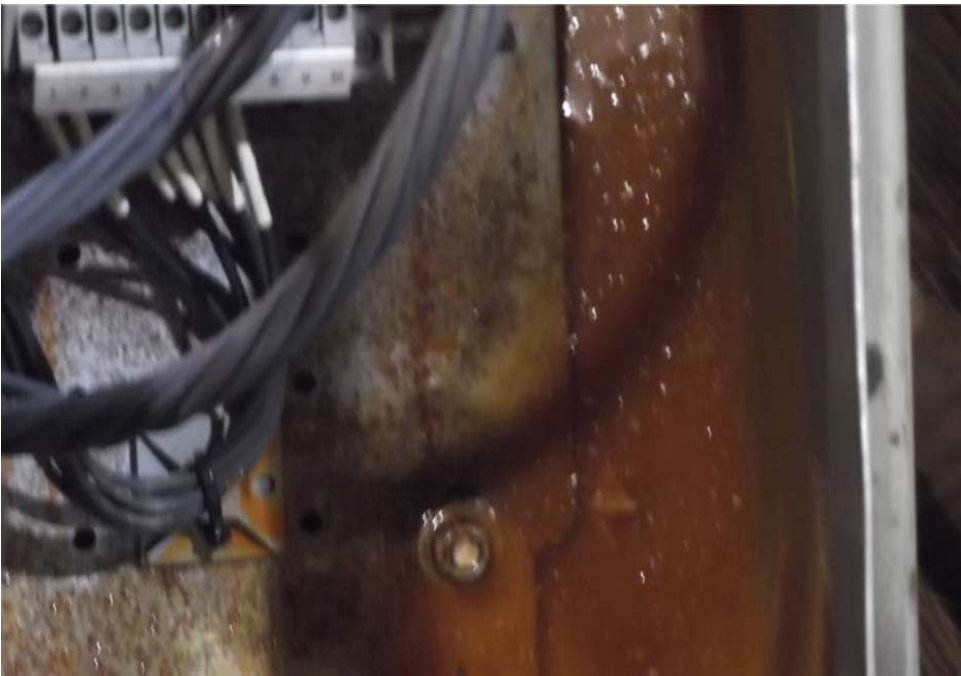
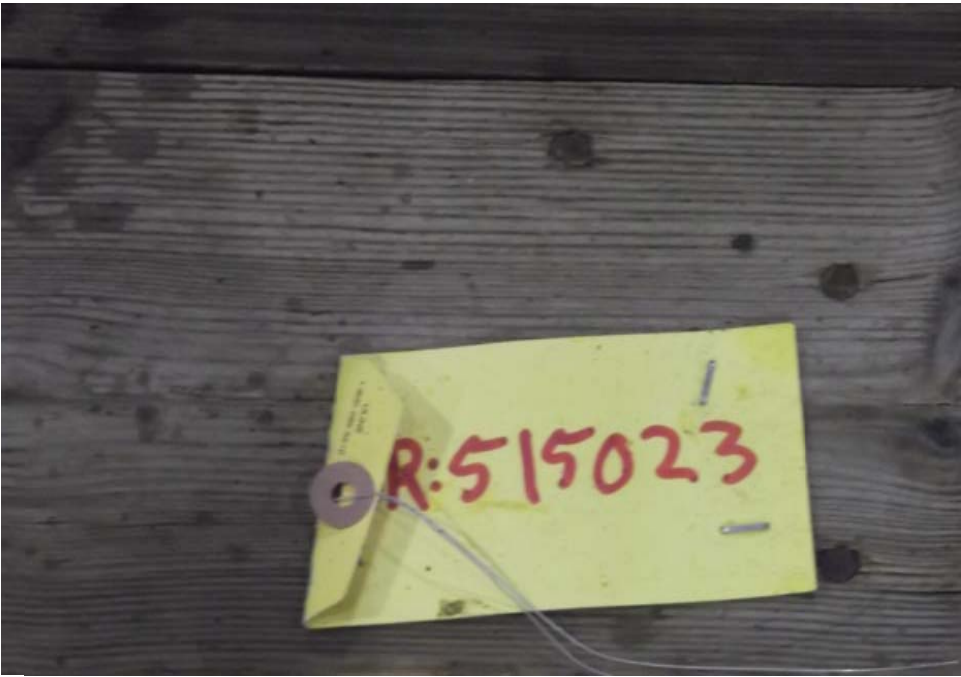
Disassembly Photographs



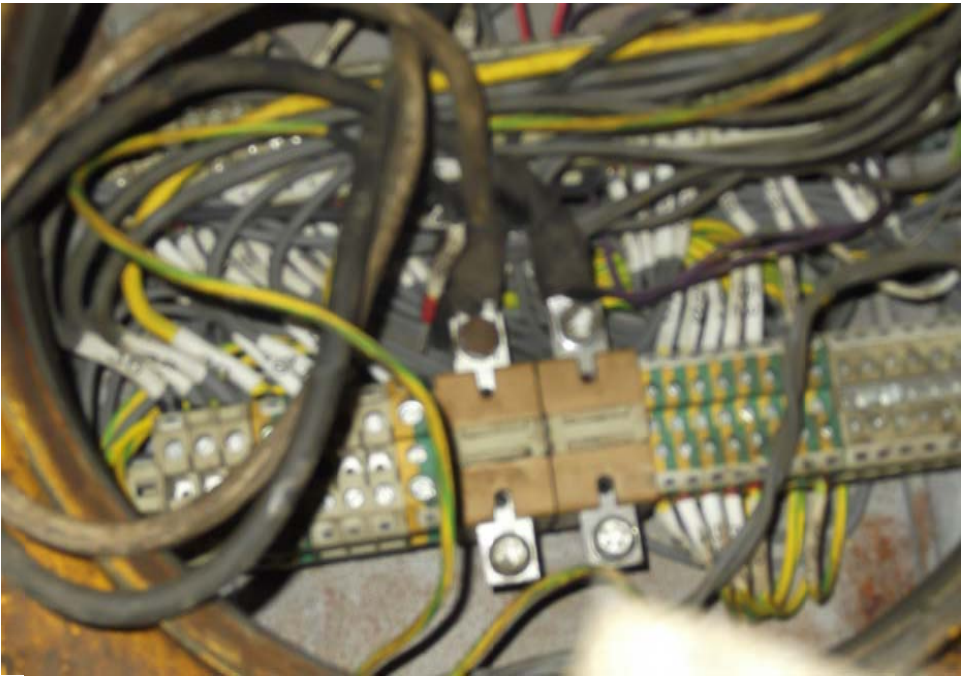
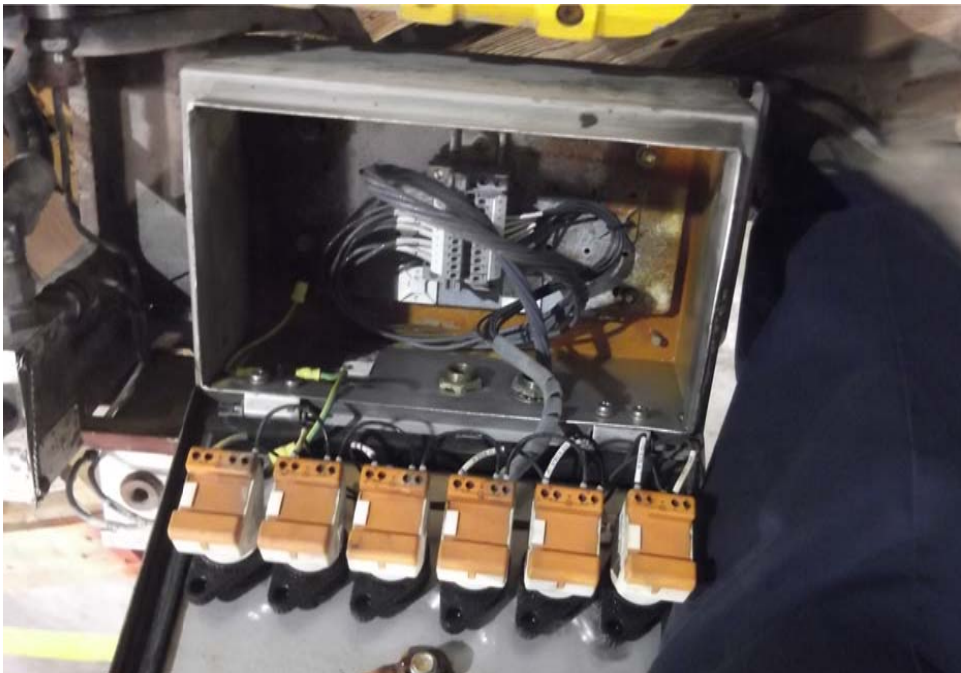
Disassembly Photographs



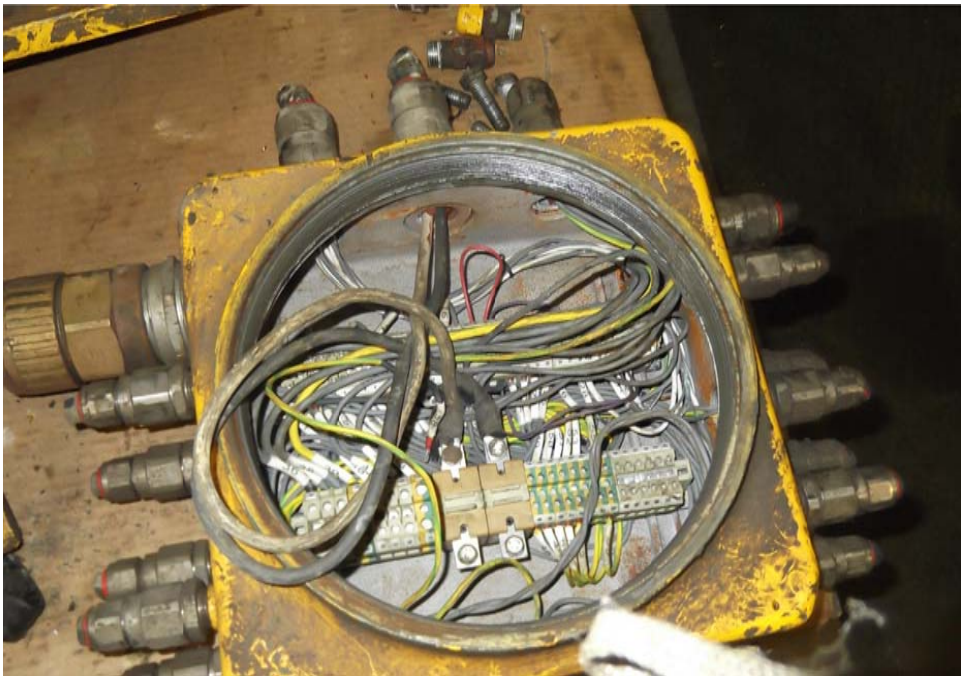
Disassembly Photographs



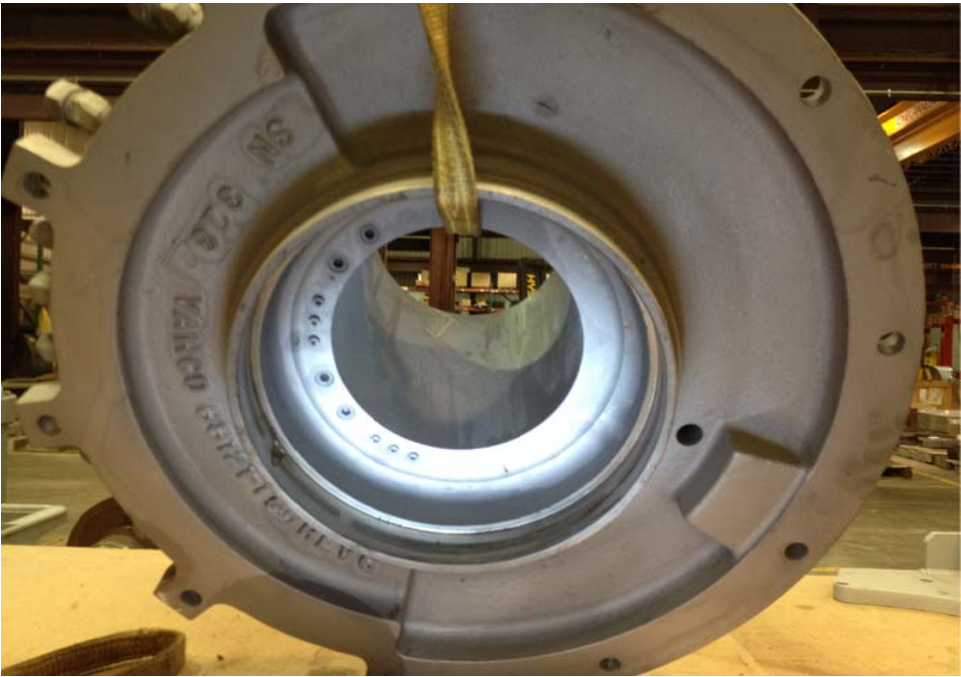
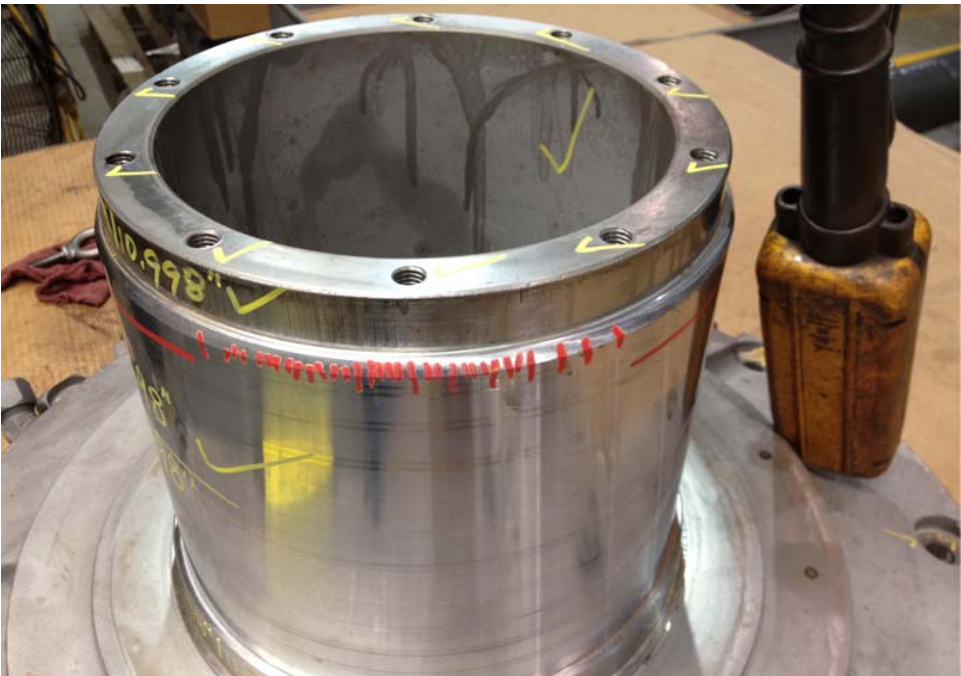
Disassembly Photographs



Disassembly Photographs



Inspection Photographs



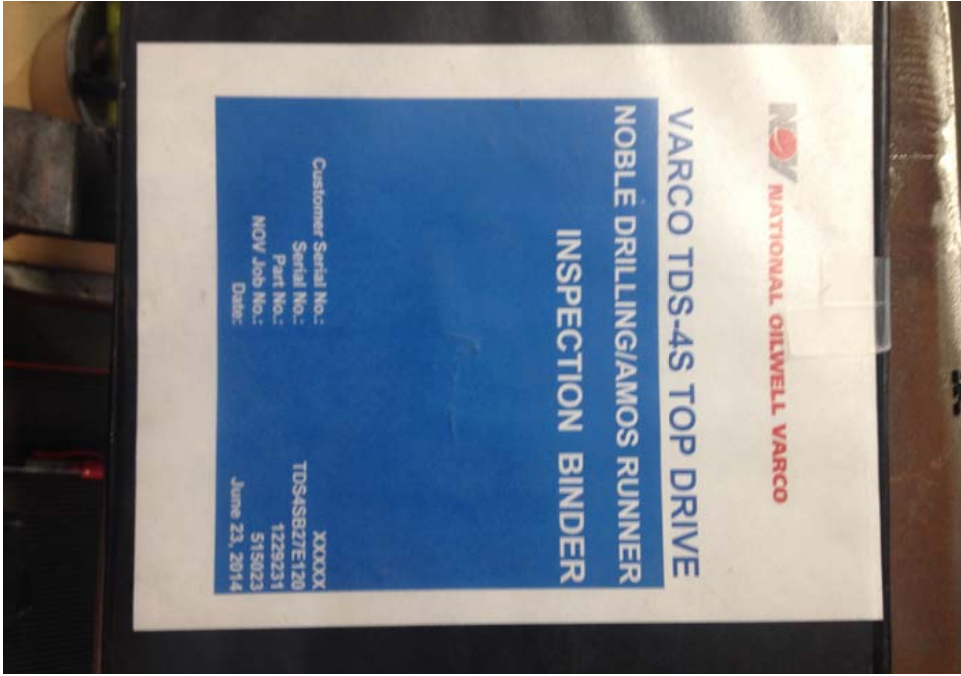
Inspection Photographs



Inspection Photographs



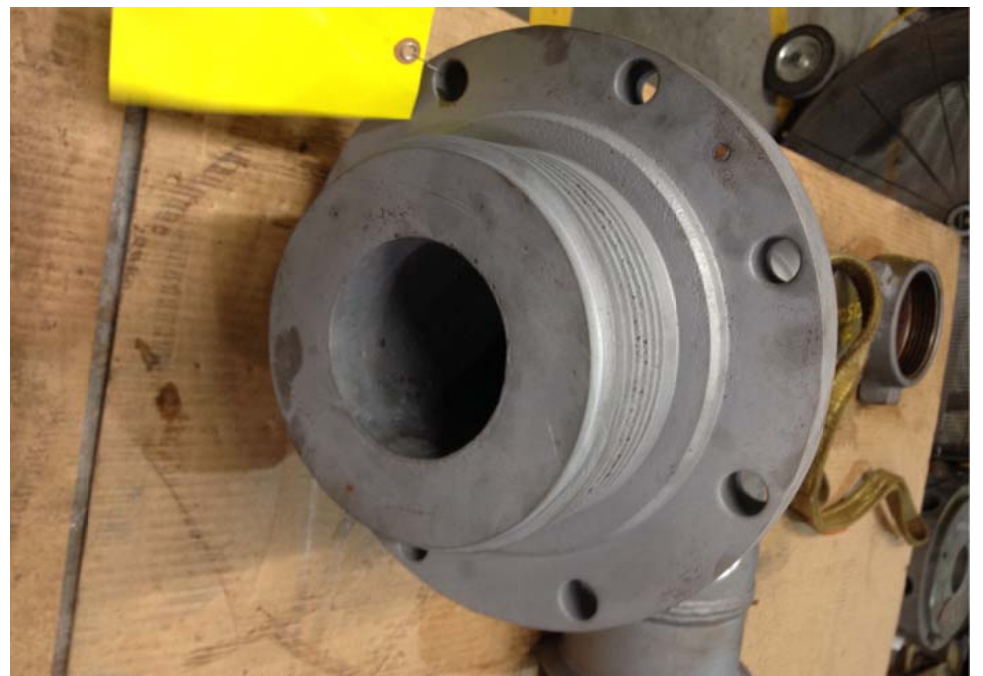
Inspection Photographs



Inspection Photographs



Inspection Photographs





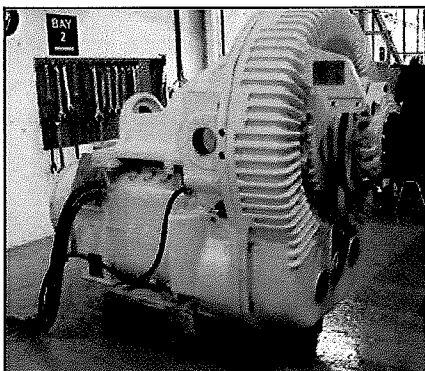
Noble Drilling

TDS-4S Top Drive

Data Book

Repair Documentation

Assembly Record
Shipping Bill of Lading
Assembly and Shipping Photographs



Assembly Procedure

TDS-4S MOTOR HOUSING RE-ASSEMBLY

REFERENCE	REFERENCE DESCRIPTION	
<p>This document contains proprietary and confidential information which is the property of National Oilwell Varco, L.P., its affiliates or subsidiaries (all collectively referred to hereinafter as "NOV"). It is loaned for limited purposes only and remains the property of NOV. Reproduction, in whole or in part, or use of this design or distribution of this information to others is not permitted without the express written consent of NOV. This document is to be returned to NOV upon request or upon completion of the use for which it was loaned. This document and the information contained and represented herein is the copyrighted property of NOV.</p> <p>© National Oilwell Varco</p>		<p>National Oilwell Varco (UK) Rig Solutions Aftermarket Services Group</p> <p>Phone + 44(0)1674 662524 Fax + 44(0)1674 678476</p>
DOCUMENT NUMBER		REV
D9D1004334-PRO-001		02

NOV NATIONAL OILWELL VARCO

2 CUSTOMER DETAILS

Customer: Noble
NOV Job / Tracker
Number: DL-515023
Rig Amos Runner
Configuration: TDS-4s
Serial Number: TDS4sB27E120
Part Number: 1229231
Test Technician Name: _____
NOV Witness: _____
Customer Witness: _____

Customer PO
Number: 4700350252

3rd Party Witness
Agency: _____
3rd Party Witness Name: _____

Test Date: _____

3rd Party Witness
Signature: _____

BILL OF LADING

Job #:DR515023

**NATIONAL OILWELL VARCO**SHIP **NOV RIG SOLUTIONS**FROM: **Spares and Service**

5212 West Hwy. 90

New Iberia, LA 70560

337.374.1400

SHIP Noble Amos RunnerTO: C/O Ceva Logistics918 Geraldine RoadGibson La, 70356

DATE SHIPPED <u>12-29-14</u>	TRANSPORTATION CO. <u>ACME</u>	RATE QUOTE	PREPAID	COLLECT
QUANTITY	DESCRIPTION OF PACKAGE	WEIGHT	DIMENSIONS	
1	TDS- 4S Top Drive Assy <u>with COC's</u>			
	P/N 1229231			
	S/N TDS4SB27E120			
DOCUMENTS INCLUDED:				

SHIPPED BY: Willie HodgesRECEIVED BY: BR. H.**AFTER HOURS SHIPPING**COMPANY: NOBLERIG: Amos RunnerCONTACT: _____ PO#: 4700350252

PHONE #: _____ SALES ORDER#:

QTY	PART NUMBER	DESCRIPTION

NOTES / REMARKS

D5E1004306

NO DRIVER WILL BE PAID UNLESS THIS FORM IS COMPLETED

THIS IS NOT AN INVOICE



WAYBILL

P.O. Box 183
Harvey, LA 70059
(504) 368-2510
(800) 825-6246

BILL OF LADING - NOT NEGOTIABLE

SUBJECT TO THE TERMS AND CONDITIONS
STIPULATED TO ON THE REVERSE SIDE
OF THIS BILL OF LADING

USDOT 052767 MC 120675 MC 442453 LPSC 5268

CHARGE TO:

Noble

FROM:

Nov

Street Address:

5212 Hwy 90 W.

City:

New Iberia

State:

LA

Zip:

7

TO:

Noble Global Supply chain

Street Address:

14505 John F Kennedy Blvd

City:

Houston

State:

TX

Zip:

77032

ACCOUNT #:

TRIP #:

DATE SHIPPED	TRUCK NO.	MILES	DRIVER NO.	DRIVER NAME	TERM NO.	WAYBILL NO.
	<u>29834</u>		<u>30198</u>	<u>Blake Gaffin</u>	<u>179</u>	<u>7124731</u>
QUANTITY	DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS				WEIGHT	ESTIMATED PRICE
<u>1</u>	<u>Top Drive</u>				<u>EC 35,000</u>	

Shipped By:

Willie Holmes

Time

Out

am

pm

Print Name:

Willie Holmes

Date:

12-29-14

Shipped subject to the terms and conditions stipulated to on the reverse side of the Bill of Lading. Total value of items transported is declared to be less than one million dollars.

Received By:

Time

In

am

pm

Print Name:

Date:

Received in good order, except as noted on the Bill of Lading, the items described above marked and consigned as indicated. Received subject to the terms and conditions stipulated to on the reverse side of the Bill of Lading.

START	STOP	TOTAL	STATES TRAVELED	CITY	STATE	ODOMETER
LOADING			APPROVED BY	Begin		
UNLOADING			APPROVED BY	End		
SWAMPER				LEASE / WELL #		
NAME:	#:			RIG # / NAME		
SALES #				AFE/WO		
OPTIONAL/TRUCK				PO #		
ACME DISPATCHER:				TRUCK TYPE:		



ATTACH ALL FUEL RECEIPTS

SHIPPER COPY

☐

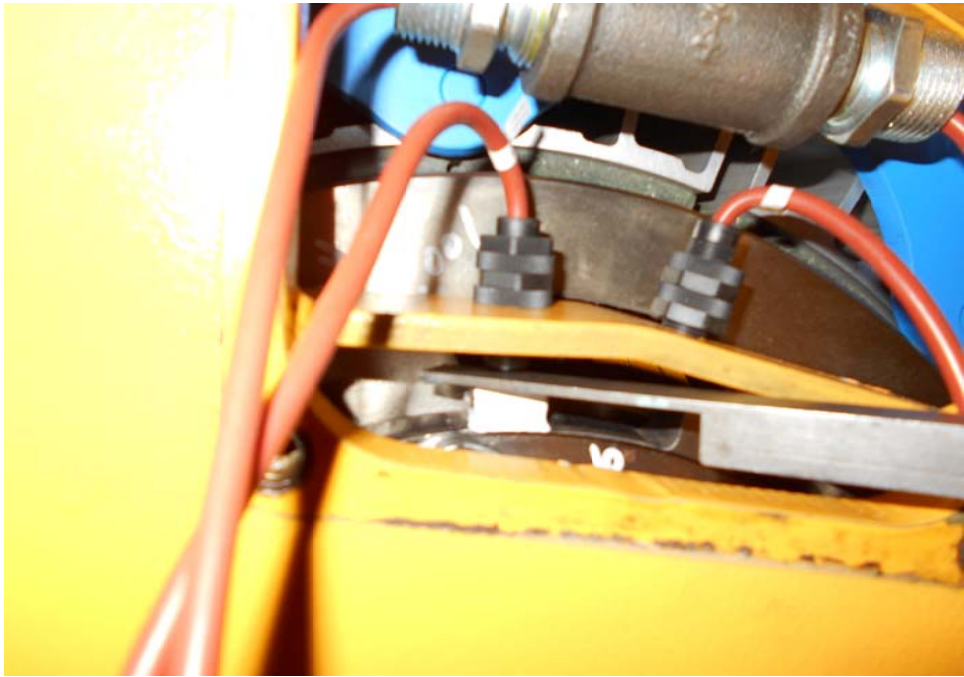
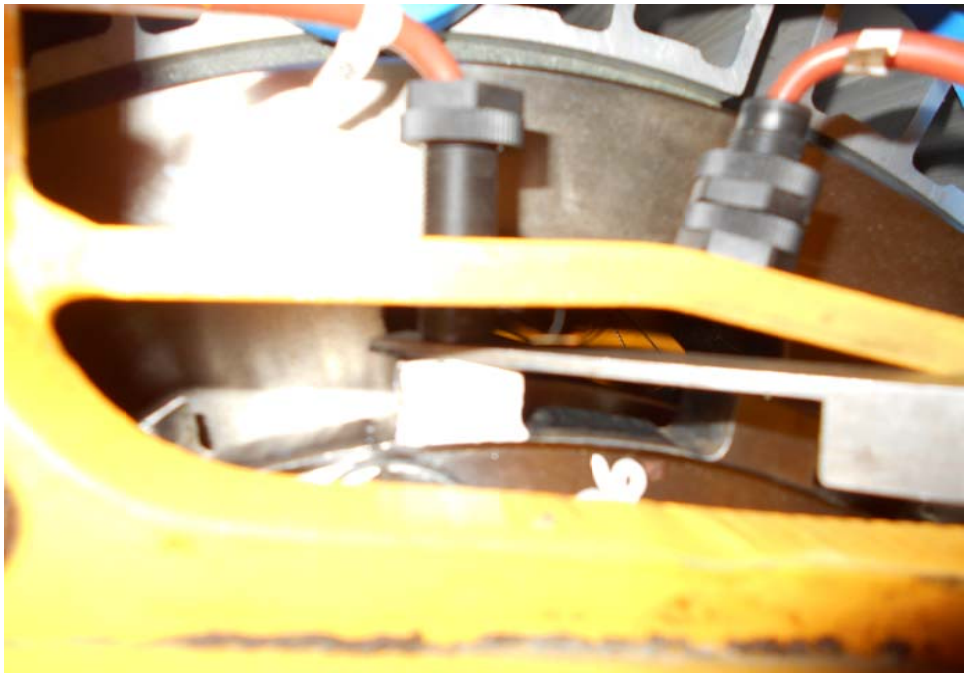
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☐

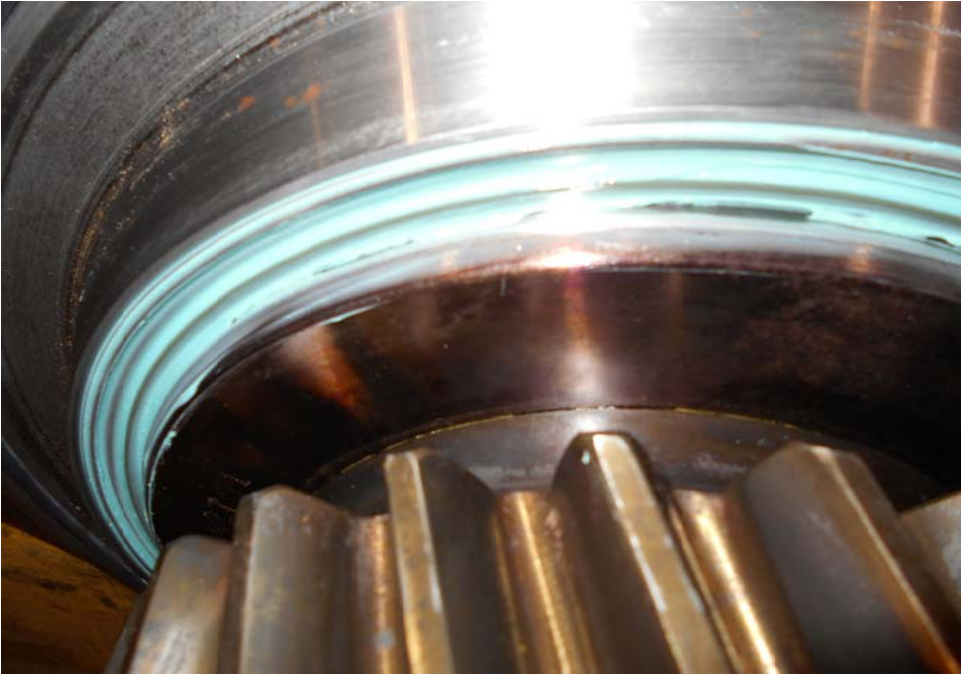
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FUEL RECEIPTS

Assembly Photographs



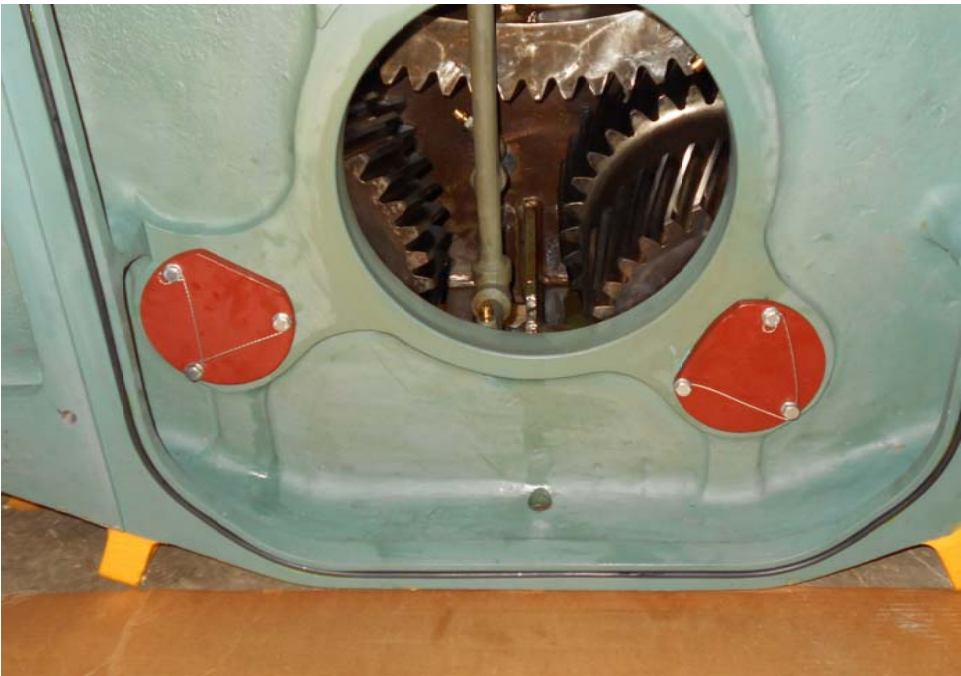
Assembly Photographs



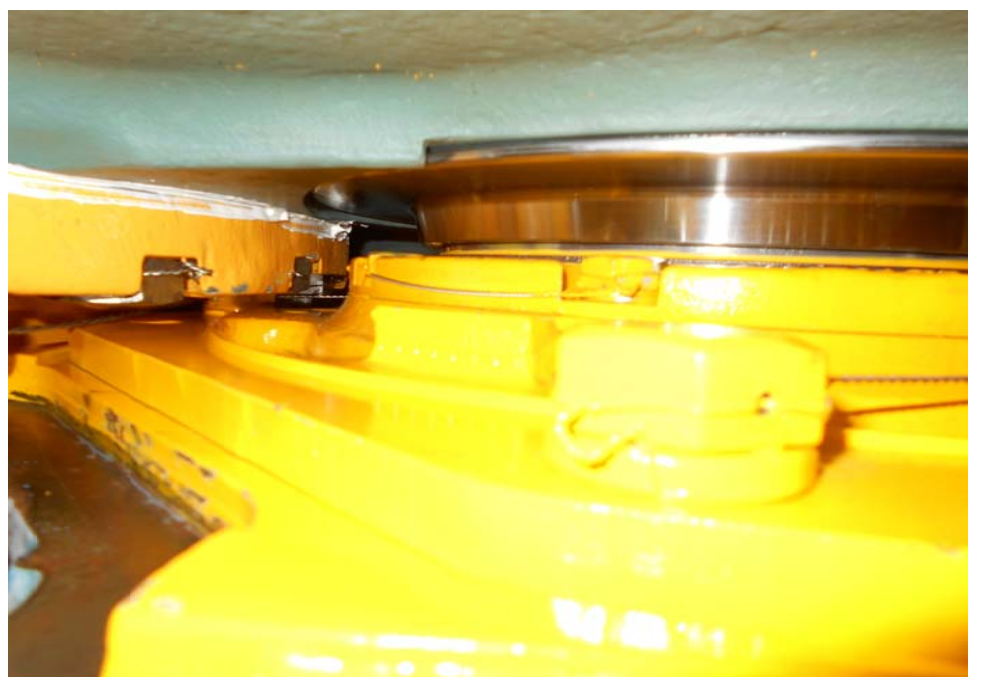
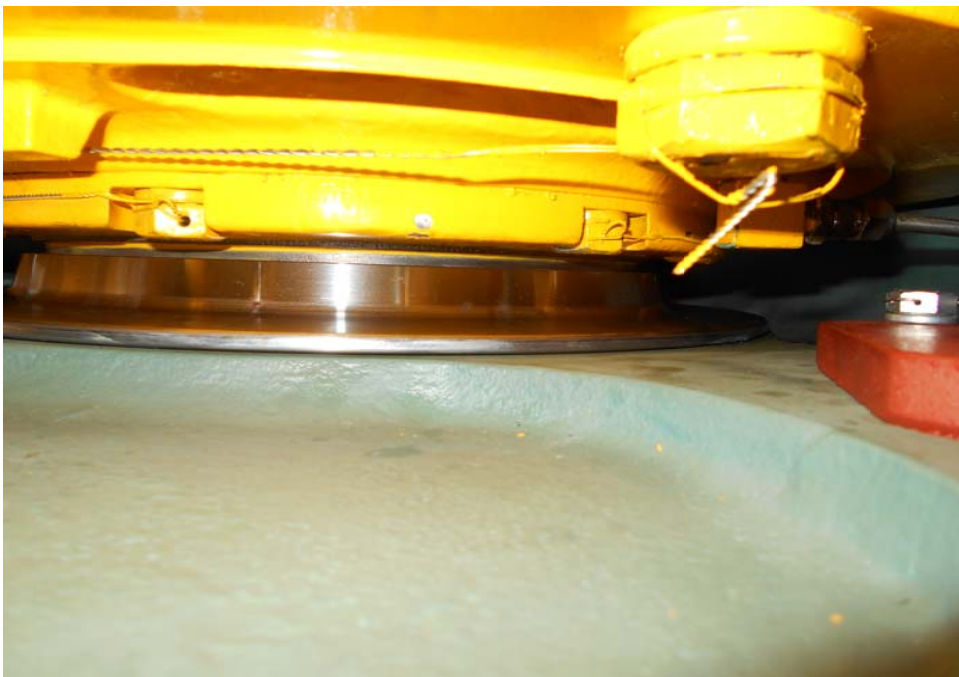
Assembly Photographs



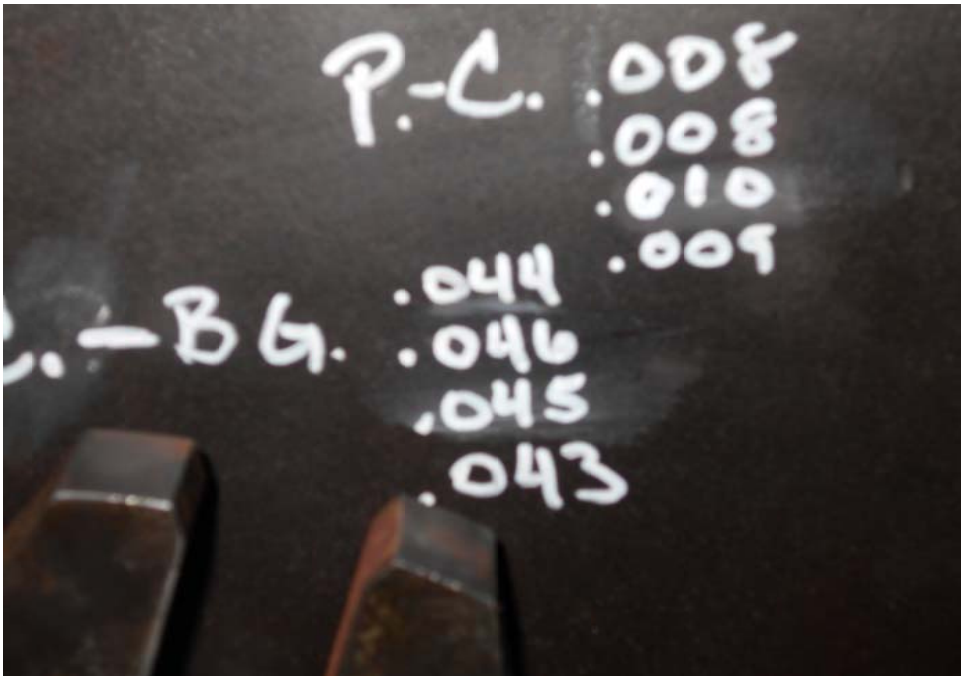
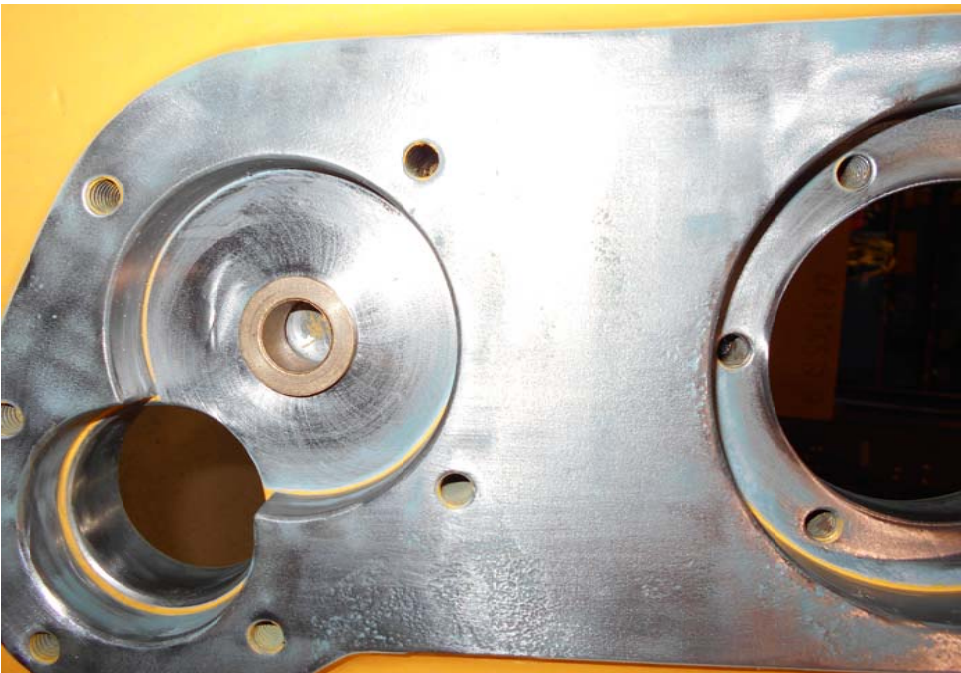
Assembly Photographs



Assembly Photographs



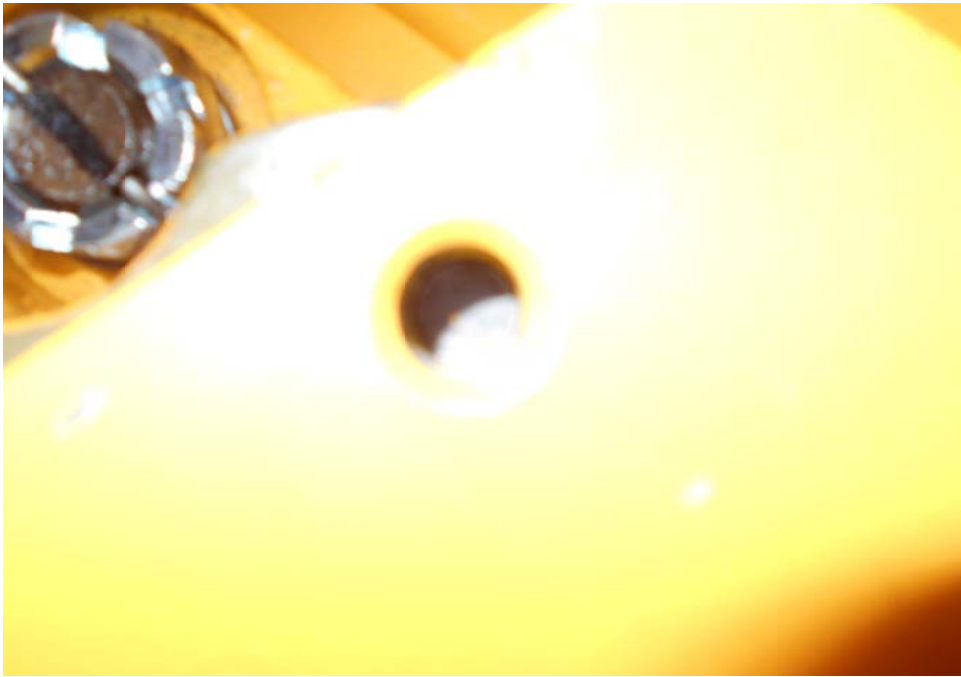
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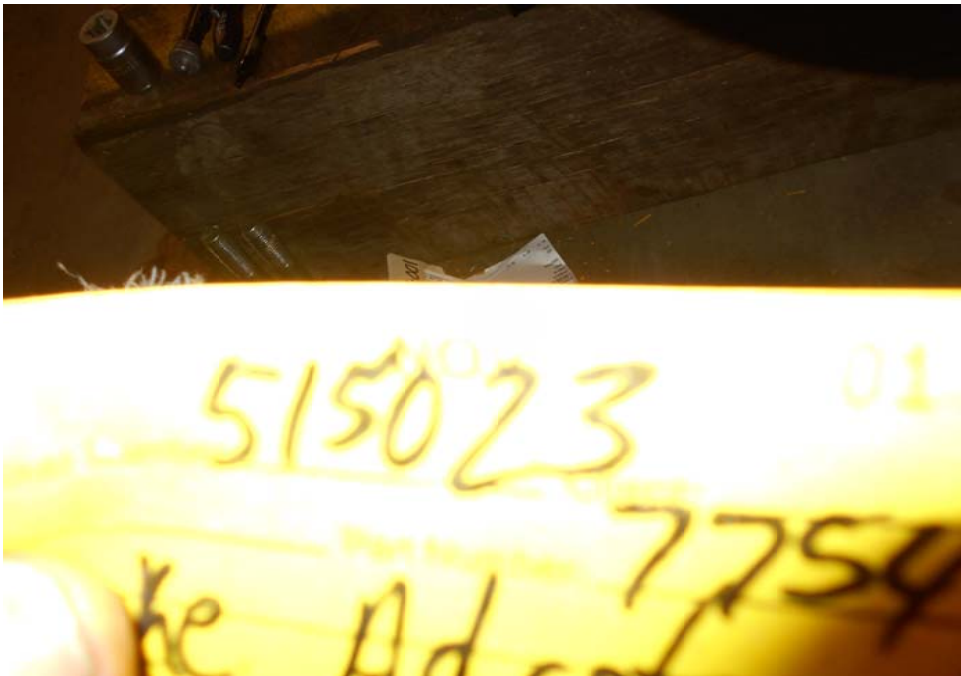
Assembly Photographs



Assembly Photographs



Assembly Photographs



Shipping Photographs





Noble Drilling

TDS-4S Top Drive

Data Book

Acceptance Test
Documentation

Hydrostatic Test Record
Certificate of Conformance

DR. # 515023
 CUSTOMER *Node Drilling*
 RIG NAME *Amos Runner*
 EQUIPMENT *10-Port Rotating Head*
 TESTED BY *James J. J. J.*
 RECORDER SERIAL # *2882*
 TEST DESCR. *Hydro test*
 TESTED AT VARCO SERVICE AND REPAIR
 5212 W. HWY. 90 NEW IBERIA, LA 70560

CHART POOL USA INC.
 PORTAGE, INDIANA
 (NO PEN)
 CHART NO. MP-5000
 TAKEN OFF

METER _____
 CHART PUT ON _____
 LOCATION _____
 REMARKS _____

H3

A5

A4

A3

A2

A1

H2

S1

S2

H1

NOON

6 PM

MIDNIGHT

TEST SPECIFICATION FOR 10-PORT ROTATING HEAD ASSEMBLY

1.0 DESIRED EQUIPMENT

ASSET NO./CAL. DUE DATE

* TORQUE WRENCH - 0 - 175 FT-LBS

0905160039 9/12/15

3000 PSI PRESSURE GAUGES, IDEALLY WITH 2 1/2" FACES

10 - 72788 3/19/15

* TORQUE MULTIPLIER - (10 X 1 RATIO)

NOT REQUIRED

HYDRAULIC PUMP WITH CAPABILITY OF 2500 PSI OR GREATER

NOT REQUIRED

2.0 PROCEDURE

2.1 MOUNT ROTATING HEAD FIRMLY ON A STURDY BASE OR ON MOTOR HOUSING ASSEMBLY.

2.2 CONNECT PRESSURE LINE TO PORT "H1" (ON FLANGE AND A PRESSURE GAUGE) TO CORRESPONDING PORT "H1" ON SWIVEL BLOCK. AFTER BLEEDING LINE, PRESSURIZE PORT "H1" TO 2000 PSI AND ISOLATE CIRCUIT FROM PUMP. HOLD PRESSURE FOR 3 MINUTES.

2.3 REPEAT ABOVE PROCEDURE FOR EACH OF THE REMAINING PORTS. (PRESSURE DROP SHOULD BE NO MORE THAN 150 PSI).

2.4 RELIEVE PRESSURE IN ALL LINES. MEASURE FRICTION TORQUE BETWEEN SWIVEL BLOCK AND FLANGE.

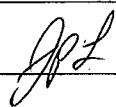
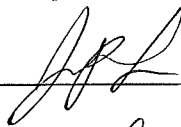
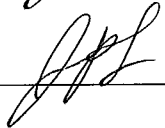

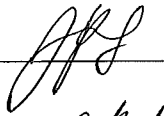
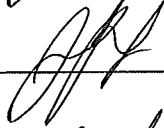
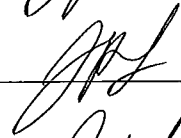






MAXIMUM FRICTION TORQUE (WHILE ROTATING) 550 FT-LB TO 500 TON RATING, 715 FT-LB FOR 650 TON RATING. MAXIMUM BREAKWAY TORQUE 950 FT-LBS FOR BOTH 500 AND 650 TON RATINGS.

2.5 PRESSURIZE THE "H1" PORT TO 2500 PSI AND MEASURE FRICTION TORQUE. MAXIMUM FRICTION TORQUE (WHILE ROTATING) 750 FT-LB FOR A 500 TON RATING, 975 FT-LB FOR THE 650 TON RATING. MAXIMUM BREAKWAY TORQUE 1300 FT-LBS FOR BOTH THE 500 AND 650 TON RATINGS.

2.6 ROTATE SWIVEL HEAD 1 COMPLETE TURN WITH PORT H1 PRESSURIZED TO 2000 PSI TO ASSURE FREE ROTATION WITH CONSTANT FRICTION TORQUE.

DATA SHEET

2.0 ROTATING HEAD

<u>STEP NO.</u>	<u>TEST INSPECTION</u>	<u>VERIFICATION</u>	<u>REQUIREMENTS</u>
2.2	PRESSURE PORT "H1"	<u></u>	HELD 3 MINUTES $\Delta P < 150$ PSI
2.3A	PRESSURE PORT "H2"	<u></u>	HELD 3 MINUTES $\Delta P < 150$ PSI
2.3B	PRESSURE PORT "S1"	<u></u>	HELD 3 MINUTES $\Delta P < 150$ PSI
2.3C	PRESSURE PORT "S2"	<u></u>	HELD 3 MINUTES $\Delta P < 150$ PSI
2.3D	PRESSURE PORT "A1"	<u></u>	HELD 3 MINUTES $\Delta P < 150$ PSI
2.3E	PRESSURE PORT "A2"	<u></u>	HELD 3 MINUTES $\Delta P < 150$ PSI
2.3F	PRESSURE PORT "A3"	<u></u>	HELD 3 MINUTES $\Delta P < 150$ PSI
2.3G	PRESSURE PORT "A4"	<u></u>	HELD 3 MINUTES $\Delta P < 150$ PSI
2.3H	PRESSURE PORT "A5"	<u></u>	HELD 3 MINUTES $\Delta P < 150$ PSI
2.3I	PRESSURE PORT "H3"	<u></u>	HELD 3 MINUTES $\Delta P < 150$ PSI
2.4	ROTATIONAL FRICTION (NO PRESSURE)	<u> 90</u> FT-LBS	550 FT-LBS (500 TON) 715 FT-LBS (650 TON)
2.5	ROTATIONAL FRICTION (WITH PRESSURE)	<u> 700</u> FT-LBS	750 FT-LBS (500 TON) 975 FT-LBS (650 TON)
2.6	FRICTION ROTATION	<u></u>	ROTATES OK
Witness Initials <u>SL</u>			



NATIONAL OILWELL VARCO

National Oilwell Varco
5212 W. Hwy 90, New Iberia, LA, 70560
Tel. 337.347.1400

CERTIFICATE OF CONFORMANCE

This document certifies that the following equipment has been inspected / repaired in accordance with National Oilwell Varco requirements API Spec 16D and other applicable specifications and procedures.

Exceptions to this certificate are noted in the exclusions section

CUSTOMER NAME	Noble Drilling
CUSTOMER PO NUMBER	4700350252
N.O.V. JOB NUMBER	515023
ITEM / EQUIPMENT	TDS-4S Top Drive
PART NUMBER	1229231
SERIAL NUMBER	TDS4SB27E120
CUSTOMER I.D. NUMBER	

Exclusions

All material acceptances, dimensional inspections, NDT inspections, repair operations and functional tests were performed by National Oilwell Varco Quality Control Inspectors and / or National Oilwell Varco approved sources and laboratories and meet National Oilwell Varco specifications and where required by API

All documents submitted in this pack are confidential between National Oilwell Varco and customer.
Any information which is deemed as proprietary is withheld.

For and on behalf of National Oilwell Varco

SIGNED
BY:


Troy Melancon

CERTIFICATION
DATE:

December 29, 2014