THESE TERMS AND CONDITIONS APPLY TO ALL SALES OF GOODS BY C&J SPEC-RENTR SYS, INC. d/b/a NEXTER COMPLETIONS SOLUTIONS (“SELLER”). SELLER’S ACCEPTANCE OF BUYER’S ORDER OR INQUIRY CONSTITUTES A REJECTION OF ANY AND ALL SPECIFICATIONS OR TERMS ATTACHED TO THE CONTRACT BETWEEN BUYER AND SELLER UNLESS AN AUTHORIZED OFFICIAL OF SELLER EXPRESSLY AGREES IN WRITING TO ACCEPT SUCH TERMS AND CONDITIONS OR ANY PART THEREOF.

1. ACCEPTANCE OF ORDERS: All orders submitted by BUYER (each an “Order”) are subject to SELLER’s prior written confirmation, and the terms and conditions in this agreement shall govern. SELLER is under no obligation to accept any Order from BUYER.

2. TAXES: Prices do not include sales, use, excise, value-added, or other similar taxes, duties, charges, license fees or tariffs. If any tax is levied on the transaction, SELLER is entitled to charge, collect and remit such taxes to the appropriate taxing authority. If any such taxes are charged to BUYER, SELLER will provide a receipt for such taxes.

3. TITLE AND DELIVERY: Unless otherwise specified on the Order, goods are delivered EX-WORKS (INCOTERMS 2010) SELLER’s plant. Title and risk of loss pass to BUYER upon delivery to the point of unloading at the SELLER’s plant. SELLER may require BUYER to provide or have furnished to SELLER insurance in an amount and against such risks as SELLER shall deem reasonable to protect its interest in the goods delivered in instalments. BUYER shall pay for each instalment in accordance with the terms of payment hereof. Payment shall be made for the goods without regard to whether BUYER has made or may make any return of the goods. If shipments are delayed by BUYER, payments are due from the date when SELLER is prepared to make delivery. Goods held for BUYER, shall be held at BUYER’s sole risk and expense. Unless otherwise agreed in writing by an authorized official of SELLER, if BUYER delays shipment of any standard good by more than ten (10) days, SELLER may cancel the Order and assess a handling and storage charge.

4. TERMS AND METHOD OF PAYMENT: Where SELLER has extended credit to BUYER, terms of payment shall be Net 30 days or as stated on quotation, from the date of invoice. The amount of credit or terms of payment may be suspended or revoked, at SELLER’s option, at any time.

5. SUBSTITUTIONS AND MODIFICATIONS OF GOODS: SELLER may make the specifications of goods designed by SELLER and substitute goods manufactured by other suppliers, at SELLER’s discretion.

6. WARRANTIES: WARRANTIES: SELLER warrants that the goods at the time of delivery, SELLER has title to the goods and free and clear of all lien or encumbrances. SELLER makes no warranty as to (i) goods not manufactured by SELLER, provided that to the extent that SELLER has furnished SELLER with specifications or other similar information or provided any assistance to BUYER with respect to the design of such goods, SELLER will use reasonable efforts to ascertain that such goods do not infringe any patents or other intellectual property rights of BUYER or third parties; (ii) goods that are manufactured by SELLER that do not conform to the specifications or other similar information furnished by BUYER or (iii) goods that are manufactured by SELLER that do not conform to the specifications or other similar information furnished by BUYER or (iii) misuse, improper handling, use outside the proper performance parameters for the goods. EXCEPT AS PROVIDED ABOVE, SELLER MAKES NO WARRANTIES, TERMS OR CONDITIONS OF SATISFACTION, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THESE WARRANTIES ARE THE ONLY WARRANTIES MADE BY SELLER AND CAN BE DISCLAIMED BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

7. PATENT AND COPYRIGHT INFRINGEMENT: A. SELLER does not warrant that any infringement arising or alleged to arise out of any such default. If any provision of this Contract is held invalid or unenforceable, the remaining provisions of this Contract shall not be affected thereby, and this Contract and this Contract shall be construed as if such invalid or unenforceable provision were omitted.

8. APPLICABLE LAW: The validity, performance, and construction of this Contract shall be governed by the laws of the State of Texas, without giving effect to its conflicts of law provisions. Any action or proceeding brought against SELLER in connection with the goods or this Contract shall be brought in the State and Federal Courts with jurisdiction in the State of Texas.

9. NON-WAIVER OF DEFAULT; ENFORCEABILITY: In the event of any default by BUYER, SELLER may decline to make further shipments without any notice to the contrary. SELLER’s failure or refusal at any time to require BUYER to perform any of the terms and conditions of this Contract, or SELLER’s delay in exercising any rights hereunder, shall not constitute a waiver of such rights.

10. CONFIDENTIALITY: As otherwise provided in this Contract, BUYER agrees to protect all confidential information that SELLER may provide to BUYER. BUYER agrees to use such confidential information only for the purposes of this Contract and to keep confidential such confidential information, and to use reasonable efforts to prevent the disclosure of such confidential information to any third party. BUYER agrees to allow SELLER to inspect any documents or systems of that portion of the confidentiality documents that SELLER believes are necessary to verify BUYER’s compliance with this provision.

11. NON-STANDARD GOODS: SELLER reserves the right to substitute any standard good for any claim in any way arising from or related to the goods or this Contract shall not in any event be held by SELLER as having prejudice or prejudice the right of SELLER to SELLER as having prejudice or prejudice the rights and obligations of the Parties under this Contract.
disclosed by BUYER without the prior written consent of SELLER. BUYER shall safeguard Confidential Information with at least the same degree of care (which shall always be at least a reasonable amount of care) that it uses to safeguard its own confidential, proprietary, and trade secret information.

18. **ASSIGNMENT:** This Contract shall be binding upon and inure to the benefit of the parties and the successors and assigns of the entire business and goodwill of either SELLER or BUYER or of that part of the business of either used in the performance of this Contract, but shall not be otherwise assignable. Any assignment made by either party in contravention of this Section shall be null and void for all purposes. There are no third party beneficiaries to this Contract.

19. **INDEPENDENT CONTRACTOR:** SELLER, in providing the goods hereunder, is acting as an independent contractor and does not undertake by any Order or otherwise to perform any obligation of BUYER, or to assume any liability for BUYER’s business or operations.

20. **MODIFICATION:** This Contract constitutes the entire agreement between the parties relating to the sale of goods described on the Order and supersedes all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof, and no representations or statements of any kind made by any representative of SELLER, which are not stated herein, or upon the Order shall be binding upon SELLER unless made in writing and signed by a duly authorized representative of SELLER. No course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in this Contract.