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# Overstock General Electric Motors from National Oilwell Varco

Online Auction

1:00pm CDT on Thursday 29th October 2020

National Oilwell Varco, L.P.

10353 Richmond Ave, Houston, Texas, United States, 77042

Asset Locations:

11919 FM 529 Road, Houston, Texas, United States, 77041

Lot #	Description	Current Bid	Notes
10670761-030	General Electric GEB 22D AC Electric Motor-Left hand JB- ABS /CDS cert (UNUSED) QTY 1	\$4,100.00	
10090532-001	General Electric GEB 22D AC Electric Motor- DNV certified (UNUSED) QTY 1	\$3,100.00	
16982300-001	General Electric GEB 22D AC Electric Motor-Right hand JB- Std cert (UNUSED) QTY 1	\$10,000.00	
10670762-039	General Electric 5GEB22A5 AC Electric Motor - Left Hand JB ( UNUSED) QTY 1	\$8,250.00	
16982670-001	General Electric 5GEB22A5 AC Electric Motor - Left Hand JB ( UNUSED) QTY 1	\$3,600.00	
16982684-001	General Electric 5GEB22A5 AC Electric Motor - Right Hand JB ( UNUSED) QTY 1	\$6,250.00	
16982685-001	General Electric 5GEB22A5 AC Electric Motor - Right Hand JB ( UNUSED) QTY 1	\$2,000.00	
16982686-001	General Electric 5GEB22A5 AC Electric Motor - Left Hand JB ( UNUSED) QTY 1	\$3,400.00	
16982687-001	General Electric 5GEB22A5 AC Electric Motor - Left Hand JB ( UNUSED) QTY 1	\$2,600.00	
16982688-001	General Electric 5GEB22A5 AC Electric Motor - Left Hand JB ( UNUSED) QTY 1	\$7,750.00	
16982689-001	General Electric 5GEB22A5 AC Electric Motor - Left Hand JB ( UNUSED) QTY 1	\$2,000.00	
16982691-001	General Electric 5GEB22A5 AC Electric Motor - Right Hand JB ( UNUSED) QTY 1	\$2,000.00	
16982693-001	General Electric 5GEB22A5 AC Electric Motor - Right Hand JB ( UNUSED) QTY 1	\$10,500.00	
16982696-001	General Electric 5GEB22A5 AC Electric Motor - Left Hand JB ( UNUSED) QTY 1	\$5,750.00	
16982698-001	General Electric 5GEB22A5 AC Electric Motor - Left Hand JB ( UNUSED) QTY 1	\$13,500.00	
16982699-001	General Electric 5GEB22A5 AC Electric Motor - Right Hand JB ( UNUSED) QTY 1	\$10,250.00	
16982700-001	General Electric 5GEB22A5 AC Electric Motor - Left Hand JB ( UNUSED) QTY 1	\$14,000.00	
16982704-001	General Electric 5GEB22A5 AC Electric Motor - Right Hand JB ( UNUSED) QTY 1	\$6,250.00	
16982705-001	General Electric 5GEB22A5 AC Electric Motor - Left Hand JB ( UNUSED) QTY 1	\$16,000.00	
10677864-007	GE 752ARB1 DC Electric Motor - Left Hand JB (UNUSED) QTY 1	\$2,300.00	
11352502-001	GE 752ARB3 DC Electric Motor - Left Hand JB (UNUSED) QTY 2	\$4,100.00	

## Inspection Information:

Customers may request additional photos or come physically or virtually inspect the items in auction at NOV 529 location in Houston TX.

## Sales Terms:

Excess Inventory Sales terms addendum: • Your purchase order is subject to NOV's written acceptance by an authorized representative of NOV and any purchase order so accepted will be governed by National Oilwell Varco LP and its Affiliates' Terms and Conditions (the "Terms") attached to our sales order acknowledgement except that all products sold ARE PROVIDED "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. NOV EXPRESSLY DISCLAIMS ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED CONDITIONS OR WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. • Your submission of a purchase order shall be deemed to be an express acceptance of the Terms notwithstanding language in the purchase order inconsistent herewith or additional hereto, and any inconsistent or additional language in a purchase order is hereby rejected. NOV Standard Sales terms: Orders or other requests, whether oral or written, for the supply, sale or provision of spare or replacement parts ("Parts"), hardware, accessories, machinery, equipment, material, supplies, Parts and/or other goods ("Equipment"), Software (as defined below), professional services, training, Insights (as defined below), online services, API (as defined below), or any other type of support ("Services"), and/or for rental of Equipment ("Rental") and/or manuals, handbooks, maintenance libraries, and other publications and information supplied in connection with the Products ("Documentation") to be provided by National Oilwell Varco, L.P., on behalf of itself and its divisions and subsidiaries, or by its affiliates ("NOV") to its customers (each a "Customer") (the "Order(s)") are subject to NOV's written acceptance by an authorized representative of NOV and any Orders so accepted will be governed by (a) the terms and conditions stated in these Terms and Conditions (the "Terms"); (b) the written proposal submitted by NOV to Customer ("Proposal"), if any; (c) the written order acknowledgment issued by NOV to Customer ("Acknowledgment"), if any; and, (d) any change orders identified as such and agreed to in writing by NOV (the Order, Terms, Proposal, Acknowledgment, and any such change order, and any such additional terms as agreed to in writing by an authorized representative of NOV collectively referred to herein as the "Agreement"). Equipment, Services, Rental and Documentation collectively are referred to as the "Products," as applicable. "API" means the application programming interface, including any programmatic web APIs and associated tools, protocols, data and documentation set forth in the Proposal. "Software" means the software identified in the Proposal or Acknowledgment, including without limitation, any application software, systems software, embedded software, and firmware. With respect to Software, the term "purchase" or "sale" refers to and means a "license" or "right to use," and under no circumstances be interpreted as the transfer of property or title to software. Customer's submission of an Order shall be deemed to be an express acceptance of these Terms notwithstanding language in the Order inconsistent herewith or additional hereto, and any inconsistent or additional language in an Order is hereby rejected. The Order is incorporated in the Agreement, only to the extent of specifying the nature and description of the Products 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. If Customer and NOV have agreed in writing to a separate master service agreement or an agreement of similar nature governing NOV's provision of Products ("MSA"), which MSA is in force at the time of the Order and such MSA expressly applies to the applicable Products stated in the Order, the Order will be governed by such MSA. 2. PRICES Prices for Products shall be as stated in the Proposal or Acknowledgment, or if there is no Proposal or Acknowledgment, as otherwise agreed to in writing by NOV. Unless otherwise specified, all prices contained in a Proposal are valid for thirty (30) days from date of issue, based on FCA NOV's premises (INCOTERMS 2010) and are subject to change without notice. NOV 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. Customer shall reimburse NOV for all reasonable expenses incurred while performing the Services, including travel, lodging and supplies. 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. Notwithstanding the foregoing, prices will be subject to increase in the event of an increase in NOV's costs, government action, or other circumstances beyond NOV's reasonable control. 3. TAXES Transaction Taxes. In addition to the charges due under the Agreement, Customer shall be responsible for, and shall protect, indemnify, Defend and hold NOV harmless 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 Customer as a result of the 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 NOV pays any such tax, Customer shall, within thirty (30) days of NOV's demand, reimburse NOV for the tax including interest, fines, and penalties, paid by the NOV. It shall be Customer's sole obligation after payment to NOV to challenge the applicability of any tax. Notwithstanding the foregoing, Customer shall provide NOV with a copy of all exporting documents and any other documents reasonably requested by NOV to prove or substantiate to the appropriate tax authorities the Products were timely exported. Withholding Taxes. If Customer is required by any appropriate government department or agency to withhold compensation due NOV to satisfy any obligation of NOV for taxes due, Customer shall give at least 30 days' notice to NOV that Customer will withhold. Customer agrees to pay on a timely basis the amounts so withheld over to the appropriate government department or agency, on behalf of NOV, and to provide NOV 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. Customer shall not withhold compensation due NOV if NOV produces evidence, acceptable to Customer, that NOV is not subject to the withholding of such taxes. Customer agrees that it shall not unreasonably withhold such acceptance. Customer shall reimburse NOV 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 NOV. Customer's obligation to deliver to NOV tax receipts or other reliable evidence issued by the taxing authority shall not apply if Customer establishes to the reasonable satisfaction of NOV that the appropriate government department or agency does not provide such documentation. Notwithstanding the above, if Customer is required to pay any such taxes or amounts that Customer believes is directly attributable to NOV, Customer shall first provide notice to NOV and give NOV an opportunity to intervene to protect its interest before Customer makes any payment. Protest Rights. If Customer receives any demand or request for payment of any levies, charges, taxes or contributions for which it would seek indemnity or reimbursement from NOV, Customer shall promptly and timely notify the NOV in writing of such demand or request. "Promptly and timely" as used in this sub article means that Customer must notify NOV so that NOV 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 Customer fails to give prompt and timely notice, NOV has no obligation to, and will not, reimburse or indemnify Customer for these levies, charges, taxes or contributions. At NOV's request and cost, Customer shall initiate an appeal, protest or litigation in Customer's own name if Customer is the only party that can legally initiate this appeal, protest or litigation. Customer shall allow NOV to control the response to such demand or request and Customer shall

use its best efforts to appeal against such demand or request. If Customer is required to pay any levies, charges, taxes or contributions in order to pursue an appeal, protest or litigation, NOV shall reimburse Customer for that amount promptly upon receipt of a written request from Customer. NOV shall not be responsible for any compromise made by Customer without NOV's prior written consent. Cooperation. Customer shall cooperate with NOV, and at the request of NOV, Customer shall use its best efforts to supply to NOV such information (including documentary information) in connection with its activities as may be required by NOV for any of the following purposes: a. To enable NOV 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 NOV 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 NOV to make any application (including without limitation, any claim for any allowances or relief) or representation in connection with, or to contest any assessment on, or liability of NOV to any taxes, duties, levies, charges and contributions (and any interest or penalties thereon); or d. To secure for NOV any beneficial tax treatment and legally minimize any tax obligations in connection with the Agreement. NOV's request for such information and documents shall allow Customer 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 Customer of NOV's final statement of account under the Agreement, and Customer 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 Customer to comply with the above obligations.

**4. PAYMENT TERMS** Unless alternate payment terms are specified and agreed to by NOV in writing, all charges, including applicable licensing, packing and transportation costs, billed by NOV are payable within net 30 days of the date of invoice. NOV 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 the Proposal, Acknowledgment and/or invoice. Interest shall be due from Customer to NOV on overdue accounts at 6% p.a. or the maximum rate allowed by law. Customer must provide notice of any payment dispute within thirty (30) days of the date of the invoice or Customer waives any right to dispute such invoice. When partial deliveries are made, Customer will be invoiced as Products are shipped and each invoice will be treated as a separate account and be payable accordingly. Payment is due whether or not technical Documentation and/or any thirdparty certifications are complete at the time of shipment. NOV shall be entitled to recover all reasonable attorneys' fees and other costs incurred in the collection of overdue accounts. NOV reserves the right, where a genuine doubt exists as to Customer's financial position or if Customer is in default of any payment obligation, to suspend delivery or performance of any agreement and/or any Order or any part thereof without liability and without prejudice to, and without limitation of, any other remedy available to NOV until Customer cures the default or satisfactory security for payment has been provided. NOV 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 Software or Rental, should Customer default in meeting any of the terms hereunder for any reason, NOV has the right to retrieve all Software and Rentals as detailed in the Agreement and also to collect rental fee and other payments due. If Customer 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 time period that commences on the delivery of the Rental Equipment to Customer and ends upon its return to NOV's premises ("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 NOV in writing, delivery terms shall be FCA NOV's premises (INCOTERMS 2010). Software may be delivered electronically. Where Equipment is 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 Customer and NOV. Stated delivery dates are approximate only and cannot be guaranteed. NOV 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 Customer is unable to accept delivery of Equipment when tendered, NOV may, at its option, arrange for storage of the Equipment, at Customer's sole risk, and Customer shall be liable to NOV for the reasonable cost of such storage. This provision is without prejudice to any other rights which NOV may have with respect to Customer's failure to take delivery of Equipment, which includes the right to invoice Customer for the Equipment. Customer is responsible for all shipping costs from NOV's premises to the location as designated by Customer. All shipping costs for the return of Equipment from the location specified by Customer to NOV's premises shall also be for Customer's account.

**6. TITLE AND RISK OF LOSS** For purchased Equipment, ownership and risk of loss or damage pass to Customer upon the earlier of NOV's delivery of the Products, or (b) invoicing by NOV for the Products where Customer is unable to accept delivery on the scheduled date. NOV retains a security interest in the Products until the purchase price has been paid. Customer agrees to provide NOV a first-priority and cross-collateralized security interest in all Products supplied by NOV under the same Agreement and the proceeds thereof and perform upon request all acts required to secure NOV's interest including but not limited to executing all documents necessary to memorialize, record and perfect NOV's said security interest. NOV accepts no responsibility for any damage, shortage or loss in transit. NOV will attempt to pack or prepare all shipments so that they will not break, rust or deteriorate in shipment, but NOV does not guarantee against such damage. Claims for any damage, shortage or loss in transit must be made by Customer on the carrier. In the event of Rental, Customer assumes all risk and liability whether or not covered by insurance, for loss or damage to the Rental Equipment upon delivery by NOV. Title to Rental Equipment shall remain with NOV at all times. Customer acquires no ownership, title or property rights to the Rental Equipment except the right to use the Rental Equipment subject to the terms of the Agreement during the Rental Period.

**8. CHANGES** NOV expressly reserves the right to change, discontinue or modify the design and manufacture of Products without obligation to furnish, retrofit, support or install products previously or subsequently sold. Irrespective of anything stated to the contrary elsewhere, if, on or after the date of the issuance of the Proposal, there shall be any change in (i) the level or in the incidence, or any new incidence or abolition, of any tax applicable to the Agreement or any Order issued hereunder, which are by law payable by NOV hereunder in respect of its employees working under the Agreement or any Order issued hereunder or in respect of NOV's activities under the Agreement or an Order hereunder, the net amount of such change or new incidence or abolition shall constitute an addition or reduction (in line with the law change) to the sums payable to NOV under the Agreement, including taxes which Customer is required by law to deduct at source from the payment to NOV, provided NOV has submitted documentation to Customer of the net impact and additional cost arising from a change in tax law, or (ii) in applicable laws, decrees, rulings, practices or regulations, or any changes in the interpretation of same are made, published or become effective after the date of the issuance of NOV's Proposal, or other circumstances beyond NOV's reasonable control, and if it is demonstrated that such changes cause additional or increased costs to NOV's performance and/or impact the delivery schedule, NOV shall be entitled to extension of any delivery date and/or any such additional costs.

**9. PRIVACY & CUSTOMER DATA** Customer acknowledges and agrees that the Products may contain certain data logging functionality, including as part of the Services, and consents to the collection and sending of such data generated by the data logging functionality to NOV Group. As between Customer and NOV, Customer owns all data and information generated by the data logging functionality provided by or on behalf of Customer Group or otherwise collected via the Services ("Customer Data"). Customer grants to NOV Group a non-exclusive, irrevocable, perpetual, transferable, world-wide, royalty-free, fully paid-up, and without the right of attribution, right and license for the NOV Group to use and create derivative works of and from the

Customer Data for its business purposes, provided that NOV Group will not use or disclose Customer Data in a manner that would identify Customer or Customer Data provided, however, that NOV may disclose Customer Data if NOV determines that such disclosure is legally required or is necessary to protect NOV's rights or for the party. Customer shall not knowingly send to or store in the Products any viruses, worms, Trojan horses or other harmful code, or data which violates the rights of any individual or entity. NOV SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE DELETION, CORRUPTION, CORRECTION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE OF ANY CUSTOMER DATA OR OTHER DATA.

**10. INTELLECTUAL PROPERTY RIGHTS** The Products, including all applicable ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Products, all future Updates, Upgrades and all derivative works (as such term is used in the U.S. copyright laws) based upon any of the foregoing and all copies of the foregoing are the proprietary and intellectual property rights and trade secrets of NOV, having significant commercial value to NOV. Except with respect to the sale of Equipment, title to all Products shall be and remain exclusively with NOV. NOV may freely use any suggestions or recommendations for improvements or modifications to the Products made by or on behalf of Customer without attribution except to the extent necessary to register NOV's intellectual property rights under US law or other applicable law, or the need for NOV or any third party to pay Customer or any third party any royalties or other fees of any kind. No intellectual property or other ownership rights to any Products are transferred to Customer by virtue of these Terms. Except with respect to the sale of Equipment, all Products in Customers' possession are licensed to Customer during the term of the applicable Order. All rights not expressly granted herein are reserved to NOV. NOV retains all rights, title and interest in and to any Insights provided or created by the Services or the NOV Group. Insights are derived from Customer Data and NOV Group's aggregated database and processed via the Services. The Customer is hereby granted the right to use any such Insights provided to Customer by NOV in connection with Customer's, and to the extent applicable, End Users' use of the Products for Customer's internal use only. Subject to NOV's rights set forth herein, Customer retains all rights, title and interest in Customer's analysis of the Insights. Subject to these Terms, NOV grants Customer a non-exclusive, non-transferable, personal, non-sublicensable limited license during the term set forth in the Proposal (or if no term is set forth therein, for a term of one (1) year after delivery of the applicable Product, excluding any embedded Software, which license shall be for the life of the Equipment containing the embedded Software) to access and use the Software solely in connection with the Products, subject to and in accordance with any licensed metrics and other scope limitations that may be set forth in the Proposal. Certain Products may be subject to additional or different terms, which shall be identified in the applicable Proposal or Acknowledgement or as otherwise set forth in writing. Customer may not install embedded Software on any hardware other than the Equipment such embedded Software was provided with. Software may only be used by Customer for Customer's ordinary business or to provide training to Customer's employees, contractors, and/or consultants in connection with operation of the Equipment ("End Users"). Customer will ensure that each End User of the Software has agreed in writing, prior to using the Software, to be legally bound by a written agreement between Customer and an End User governing that End User's use of the Software, which must include terms and conditions that are substantially similar to these Terms ("EULA"). Customer is responsible for ensuring End Users' compliance and remains fully liable for any failure of any End User to do so. Each EULA must provide that NOV is a third-party beneficiary with the right to enforce the terms therein, a disclaimer of liability that waives all End Users' claims against NOV and include the protection of NOV's intellectual property. Customer may not include any provisions in the EULA that impose obligations, liabilities or restrictions on NOV that are not expressly set forth herein or as otherwise agreed to by NOV, in writing. To the extent Customer agrees to different, additional or expanded obligations, liabilities or restrictions, Customer shall be solely responsible for such additional obligations and liabilities, and NOV shall have no obligations or liabilities with respect thereto. Certain portions of the Software may contain source code subject to the terms of public, free and open source licenses (the "Open Source Software"), including, without limitation, the GNU Lesser General Public License (collectively, the "Open Source Licenses"). The Open Source Licenses are included in the Documentation for the Software or available upon Customer's request. To the extent that these Terms differ from the Open Source Licenses, these Terms are offered by NOV alone and not by any other party. Unless expressly addressed in the Proposal, these Terms do not replace or alter Customer's rights or obligations under the Open Source Licenses with respect to the Open Source Software. NOV shall make available to Customer, for no charge, updates to the Software that NOV publishes that are directed to maintaining the operation of Equipment in accordance with the Documentation ("Updates"). NOV may also offer Upgrades (as defined below) to Customer. Subject to the terms hereof, Customer is solely responsible for the installation of all Updates and Upgrades, provided, however, that NOV shall, at no charge to Customer, provide reasonable remote assistance with installation of the Updates. "Upgrade" means a release or version of the Software containing functional enhancements, extensions, error corrections or fixes that NOV makes available to its customers for a fee, or, where Customer is enrolled in a NOV maintenance and support program expressly covering Software, generally free of charge. Each Update and Upgrade includes associated Documentation, to the extent applicable. In the event that remote support is requested by Customer, Customer agrees to provide all access to Customer systems and related assistance as NOV or its agents may require. Any support services shall be billed at NOV's then standard rates plus costs. Subject to these Terms, and, to the extent applicable, the terms of a separate development agreement, NOV may license for Customer's use the API solely to enable Customer's applications to interact with the Software and retrieve information necessary to facilitate Customer's use of the Software through Customer's applications. NOV provides the API for the convenience of the Customer, and CUSTOMER AGREES THAT ITS USE OF THE API IS AT CUSTOMER'S SOLE RISK AND LIABILITY. THE API IS PROVIDED TO CUSTOMER "AS IS" WITHOUT WARRANTY. Customer shall, and shall cause any End User to (i) comply with any applicable laws, regulations, industry standards and third party rights in connection with Customer's access to and use of the Software and APIs; (ii) use commercially reasonable and diligent efforts to protect user information collected by Customer's applications, including personally identifiable information, from unauthorized access or use (including through the maintenance of a commercially reasonable, accurate and not misleading privacy policy describing such principles) and will promptly report to End Users using Customer's applications, to the extent required by applicable law, and to NOV details of any unauthorized access or use of such information; (iii) display any attribution(s) required by NOV as described in the documentation for the Software and APIs in accordance with the Agreement and only for the purpose of fulfilling Customer's obligations under this sub article; and (iv) not make any statement regarding Customer's use of the Software or APIs which suggests partnership with, sponsorship by, or endorsement by NOV without our prior written consent. Customer shall not, and shall not permit any End-Users to: (i) transfer, assign, sublicense, make available, or permit any third party to access or use the Software; (ii) use the Software on hardware other than the Equipment or for any unauthorized purpose; (iii) decompile, disassemble, reverse engineer, or otherwise attempt to derive the trade secrets embodied in the Products; (iv) remove or modify any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Products, including any screen displays, etc., or any other products or materials provided by NOV hereunder; (v) publish any results of benchmark tests run on the Software; (vi) use the Products or any NOV Confidential Information to develop a competing product or service; (vii) use any Confidential Information disclosed by NOV to dispute the validity of any NOV intellectual property rights, including those comprising the Products; or (viii) represent to any End User or third party that Customer is the creator or developer of the Products. If

applicable law permits Customer to engage in any such activities notwithstanding these Terms, Customer will provide NOV with advance written notice and reasonably detailed information concerning Customer's intentions in that regard. NOV has the right to monitor use of the Software. Customer will not attempt to block, disguise, obscure, or otherwise interfere with any such monitoring. NOV shall have the right at its own expense, to be exercised no more than once in any calendar quarter, to audit or have audited Customer's compliance with the Agreement. Customer shall maintain all appropriate records necessary to conduct such audit. In the event that the audit reveals that Customer has violated the limitations on its license hereunder, Customer agrees to reimburse NOV for the cost of the audit and will also pay additional fees attributable to the number of unauthorized Products, vessels, drilling or production units or other properties and/or End Users revealed by the audit. All Services provided to Customer are conditioned on Customer's continued compliance with the Agreement. Notwithstanding any other remedies available to NOV at law, in equity, or otherwise, the Services may immediately and automatically be suspended or terminated, at NOV's sole discretion, if Customer fails to comply with any terms of the Agreement. In the event of termination of the Agreement or expiry of Services, all licenses granted therein shall also terminate and Customer shall cease all use of the Products, excluding any fully paid for Equipment, and Customer shall return or destroy, in NOV's sole discretion, all Software, Documentation, and any NOV Confidential Information (as defined below). Upon NOV's request, Customer shall provide an "affidavit of destruction" acceptable to NOV certifying compliance with the foregoing.

**11. CONFIDENTIAL INFORMATION** Each party recognizes and acknowledges that it shall (a) maintain all data, information, disclosures, documents, drawings, specifications, patterns, calculations, software, applications, technical information and other documents (collectively, "Confidential Information") obtained from the other party in strict confidence, (b) use Confidential Information only for the purposes set forth in the Agreement, (c) limit dissemination of Confidential Information to its officers, employees, subcontractors and consultants who have a "need to know" and who have agreed not to disclose such Confidential Information, (d) not otherwise disclose any Confidential Information, or permit any third party to examine or copy any Confidential Information, without the disclosing party's prior written consent, and (e) advise the disclosing party promptly in writing of any unauthorized disclosure or use of Confidential Information. The receiving party shall be liable for any breach of this Article 11 by any of its employees, agents or any other person who obtains access to or possession of any of the disclosing party's Confidential Information from or through the receiving party. Each party acknowledges that the restrictions in this Article 11 are reasonable and necessary to protect the other party's legitimate business interests. Each party acknowledges that any breach of any of the provisions of Articles 10 or 11 shall result in irreparable injury to the non-breaching party for which money damages could not adequately compensate. If there is a breach, then non-breaching party shall be entitled, in addition to all other rights and remedies which it may have at law or in equity, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach. The existence of any claim or cause of action that a party or any other person may have against the other party shall not constitute a defense or bar to the enforcement of any of the provisions of this Article 11. For the avoidance of doubt, training material, Software and APIs are Confidential Information of NOV. Notwithstanding the above, this Article 11 shall not deprive the receiving party of the right to use or disclose any Confidential Information: (a) which is, at the time of disclosure, known to the public; (b) which becomes at a later date known to the public through no fault of the receiving party; (c) which is possessed by the receiving party, as evidenced by such party's written records, before receipt thereof from the disclosing party; (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 of such order to the disclosing party to permit the disclosing party an opportunity to contest such order. Customer agrees: (a) to use the information provided by NOV in connection with Insights only in connection with these Terms and permitted use(s) and maintenance of Products; and (b) such information shall be Confidential Information of NOV and Customer shall prevent disclosure of such information, except to its employees, agents or financing parties who have a need to know for Customer to perform its obligations under the Agreement or to use and maintain the Products.

**12. FORCE MAJEURE** If either party is unable by reason of Force Majeure to carry out any of its obligations under the 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 such party's knowledge of the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include acts of God, laws and regulations, government actions, war, civil disturbances, strikes and labor problems, delays of vendors, carriers, lightening, fire, flood, washout, storm, breakage or accident to equipment or machinery, shortage of raw materials, internet or telecommunications failures, network intrusions, denial of service attacks, and any other causes that are not reasonably within the control of the party so affected. NOV shall be paid its applicable standby rate, if any, during any such Force Majeure event.

**13. LIABILITIES, RELEASES AND INDEMNIFICATION** For purpose of this Article 13, the following definitions shall apply: "Claims" means 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, or in connection with the performance, non-performance or mis-performance of or subject matter of the Agreement (including, without limitation, property loss or damage, personal or bodily injury, sickness, disease or death, loss of services and/or wages, pain and suffering, or loss of consortium or society). "Consequential Loss" means (i) consequential, punitive, exemplary, special, incidental or indirect loss under the governing law of these Terms; and (ii) loss and/or deferral of production; loss of product; loss of business or business opportunities; loss of use; loss due to business interruptions; drilling or production unit, facility, equipment, vessel, spread and personnel downtime or standby time, loss of revenue, profit or anticipated profit (if any); in each case whether direct or indirect to the extent these are not included in (i), and whether or not foreseeable at the effective time of the Agreement. "Customer Group" means (i) Customer, its parent, subsidiary or related companies, (ii) any company to whom Customer is providing its services or products to under contract, (iii) its and their working interest owners, co-lessees, co-owners, partners, joint venturers, if any, and their respective parents, subsidiary or related companies, (iv) its and their subcontractors and contractors of any tier (except for NOV Group) and (v) the officers, directors, employees, consultants, agents and invitees of all of the foregoing. "Defend" means the obligation of the indemnifying party at the indemnifying party's election (i) to defend the indemnified party at the indemnifying party's sole expense or (ii) to reimburse the indemnified party for the indemnified party's reasonable expenses incurred in defending themselves provided that the indemnified party shall notify the indemnifying party without undue delay and in writing upon receipt of any Claim, or upon the filing of any such Claim, whichever first occurs, and shall afford the indemnifying party full opportunity, at indemnifying party's option and expense, to answer such Claim or threat of suit, assume the control of the defense of such suit, to settle or compromise same, and indemnified parties shall provide all information and assistance reasonably requested by the indemnifying party to handle the defense or settlement of such claim. Notwithstanding the indemnifying party's election of option (i) above, the indemnified parties shall be entitled to participate in their defense at the indemnified parties sole cost. The indemnifying party shall not consent to entry into judgment or enter into any settlement that admits liability of the indemnified party, provides for

injunctive or other non-monetary relief affecting the indemnified party or that does not include as an unconditional term the giving by each claimant or plaintiff to the indemnified party of a release from all liability with respect to such claim. The indemnifying party's liability under this Article 13 shall be reduced to the extent that the indemnifying party is actually prejudiced by the indemnified party's failure to give notice promptly after the indemnified party learns of such claim or by the indemnified party's failure to cooperate as set forth herein. "NOV Group" means (i) NOV, 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, (iii) its and their subcontractors of any tier, and (iv) the officers, directors, employees, consultants, agents and invitees of all of the foregoing. a. NOV shall release, indemnify, Defend and hold Customer 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 NOV Group, and all Claims in respect of damage to or loss or destruction of property owned, leased, rented or hired by any member of NOV Group. b. Customer shall release, indemnify, Defend and hold NOV 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 Customer Group, and all Claims in respect of damage to or loss or destruction of property owned, leased, rented or hired by any member of Customer Group. Notwithstanding Article 13.a, Equipment that has been rented to, leased to or consigned to Customer by NOV Group shall be considered Customer's property for the purposes of Article 124. c. Notwithstanding anything to the contrary, Customer, to the maximum extent permitted under applicable law, shall release, indemnify, Defend and hold NOV Group harmless from and against any and all Claims asserted by or in favor of any person or party, including NOV Group, Customer Group or any other person or party, arising out of, resulting from or in connection with: (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 without limitation 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 NOV), 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. d. NOV shall release, indemnify, Defend and hold Customer harmless from and against any and all third-party Claims alleging that the Software infringes a valid U.S. patent, copyright or trademark of such third party. Notwithstanding the foregoing, NOV shall have no obligation to Customer to the extent any Claim is caused by (i) any specifications or modifications requested by Customer or the unauthorized modification, repair or service of the Software; (ii) the combination, operation or use of the Software with other software, hardware or third party equipment where the Software otherwise would not itself be infringing; (iii) use of other than a current unaltered version or release of the Software; or (iv) third party software, applications, data or other materials with which the Software interacts, whether or not such third party materials are provided by NOV or via an NOV approved distribution channel or method. If any of the Software becomes, or in the opinion of NOV may become, the subject of a claim of infringement, NOV may, at its option: (x) procure for Customer the right to use such Software free of any liability; (y) replace or modify such Software to make it non-infringing; or (z) if neither (x) nor (y) is commercially feasible, directing Customer to stop using the Software and issue Customer a pro-rata refund of the license fee paid for such affected Software. NOV'S MAXIMUM AGGREGATE LIABILITY UNDER THIS ARTICLE 13.d WILL BE ONE MILLION U.S. DOLLARS (\$1,000,000.00 USD). e. Customer shall release, indemnify, Defend and hold NOV Group harmless, and its licensors and suppliers, and its and their officers, directors, employees, representatives and agents, from and against any action brought against such person arising out of any use of the Software in breach of the Agreement. f. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT WITH RESPECT TO (i) BREACH OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, (ii) ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS AND (iii) CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT OR DAMAGES IN LIEU THEREOF, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO THE OTHER PARTY'S GROUP AND EACH PARTY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS THE OTHER PARTY AND THE OTHER PARTY'S GROUP HARMLESS FROM AND AGAINST ITS OWN AND ITS GROUP'S CONSEQUENTIAL LOSS. g. NOV GROUP'S TOTAL LIABILITY TO CUSTOMER GROUP FOR ALL CLAIMS SHALL BE LIMITED TO AND SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THE RELEVANT ORDER FOR THE PRODUCT GIVING RISE TO THE APPLICABLE CAUSE OF ACTION ("LIMITATION AMOUNT"). NOTWITHSTANDING THE ABOVE, FOR SUBSCRIPTION BASED SERVICES, SOFTWARE AND RENTAL, THE LIMITATION AMOUNT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL CHARGES PAID BY CUSTOMER FOR THE APPLICABLE SUBSCRIPTION BASED SERVICES, SOFTWARE OR RENTAL UNDER THE RELEVANT ORDER DURING THE ONE-YEAR PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CAUSE OF ACTION. CUSTOMER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD NOV GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS IN EXCESS OF THE LIMITATION AMOUNT. h. THE EXCLUSIONS OF LIABILITY, RELEASES AND INDEMNITIES SET FORTH IN ARTICLES 13.a THROUGH SHALL APPLY TO ANY CLAIM(S), LOSSES OR DAMAGES WITHOUT REGARD TO THE CAUSE(S) THEREOF, INCLUDING BUT NOT LIMITED TO PREEXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, i. Except with respect to liability under Article 13.e, redress under the indemnity provisions set forth in this Article 13 shall be the exclusive remedy(ies) available to the parties hereto for the matters, claims, damages and losses covered by such provisions. 14. INSURANCE Each party covenants and agrees to support the mutual indemnity obligations contained in Articles 13.a and 13.b, by carrying equal amounts of insurance (or qualified self-insurance) in an amount not less than U.S. \$5,000,000.00. 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 and the other party's Group. 15. CANCELLATION Orders placed by Customer and accepted by NOV may be canceled only with the consent of NOV and will subject Customer to cancellation charges. All of NOV's documents, drawings and like information shall be returned to NOV upon Customer's request for cancellation. No Orders may be canceled subsequent to delivery or shipment, whichever occurs earlier. As estimated actual damages, Customer agrees to pay NOV the greater of NOV's actual costs incurred prior to cancellation plus a reasonable profit, or the following minimum cancellation charges for Equipment. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE CANCELLATION CHARGE SET FORTH IN THIS ARTICLE 15 IS A REASONABLE ESTIMATE OF DAMAGES TO BE SUFFERED BY NOV AS A RESULT OF THE CANCELLATION OF AN ORDER FOR EQUIPMENT, WHICH AMOUNTS ARE IMPOSSIBLE OR EXTREMELY DIFFICULT TO ASCERTAIN, AND THAT SUCH CANCELLATION CHARGE IS NOT INTENDED AS A PENALTY BUT AS LIQUIDATED DAMAGES: a. 20% of the value of the relevant Order if canceled 30 or more days prior to the original delivery/shipment date; b. 50% of the value of the relevant Order if canceled thereafter; or c. 100% of the value of any non-standard Equipment (which are Equipment not built for stock or built to customer specifications). In the event of an Order for Rental, Services, or Software, the minimum charges as stated in the Order or an applicable proposal will apply. Customer



shall verify the amount of the cancellation charges prior to canceling an order. 16. RETURN OF MADE TO STOCK PARTS With NOV's written approval, unused, incorrectly shipped or "Made to Stock" parts ordered incorrectly, in new condition and of current manufacture and catalog specifications may be returned by Customer for credit (subject to a restocking fee), provided written request is received within one (1) year after the purchase date. Except for "Made to Stock" parts as set forth above in this Article 16, no Products are returnable for credit and such Products shall only be accepted for return with the prior written agreement of NOV. Requests for return of "Made to Stock" parts must show the original Order number, invoice number, description of material, and date of purchase. Return of Products does not relieve Customer of the obligation to make payment against NOV's invoice, and any credit or refund allowed will be issued only following NOV's receipt of the Products and payment therefor. The credit allowed on returned Products, if any, is a merchandise credit and is applicable only against future purchases of NOV Products as agreed by NOV. The credit given will be solely in NOV'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 Products, if applicable. No rubber or electronic products or components may be returned for credit after six (6) months from date of purchase. 17. GOVERNING LAW Except for Products provided, or to be provided, or where an Order is accepted or fulfilled, by a NOV entity registered in North or South America (the "America's"), the Agreement shall be governed by and interpreted in accordance with the laws of England and Wales, excluding conflicts and choice of law principles. Except as provided for in Articles 13 and 14, the parties agree that The Contracts (Rights of Third Parties) Act 1999 as amended shall not apply to the Agreement. Any dispute arising out of or in connection with the Agreement, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Article 17. The number of arbitrators shall be three unless the Claim does not exceed an amount of ONE MILLION U.S. DOLLARS (\$1,000,000.00 USD), in which case the number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England and shall be conducted in the English language. Judgment upon any award may be entered in any court having jurisdiction thereof. Except as may be required by law, neither party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the other party. For Products provided, or to be provided, or where an Order is accepted or fulfilled, by a NOV entity registered in the America's, the 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 the 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. 18. REGULATORY COMPLIANCE NOV and Customer shall conduct its operations in accordance with all applicable laws, rules, regulations and decrees of any governmental or regulatory body having jurisdiction over the parties, the Products and/or the worksite where the work in connection with the Agreement and the relevant Order is being performed, including but not limited to the United States Foreign Corrupt Practices Act 1977, the United Kingdom Bribery Act 2010, and such other similar anti-corruption laws as may apply; provided that nothing in the Agreement is intended or should be construed to require NOV or Customer to act or fail to act if such action or failure to act would be inconsistent with or penalized by (i) the laws and regulations of NOV's or Customer's country of incorporation and/or (ii) the laws and regulations of the country of incorporation of any direct, indirect or ultimate parent company of NOV or Customer. By acceptance of delivery of Goods or performance of Services under this Agreement, Customer warrants and certifies that Products acquired from and/or products serviced by NOV will not be sold, exported, reexported, transferred, consigned, leased, rented, diverted or otherwise disposed of in violation of: (i) the U.S. Export Administration Regulations; (ii) the U.S. International Traffic in Arms Regulations (ITAR); (iii) the provisions of the Chemical Weapons Convention; (iv) applicable U.S. sanctions and embargoes administered by the U.S. Department of Treasury; or (v) any other applicable laws and regulations. Customer further warrants and certifies that it shall not directly or indirectly sell, export, reexport, transfer, consign, lease, rent, divert or otherwise dispose of the products to, via, or for the use by or benefit of any person, entity, country or countries (including any territory of such countries, territorial waters or other areas over which such countries assert jurisdiction or economic rights), or for any activity or use prohibited by or subject to sanctions under the laws or regulations of the United States or other applicable jurisdiction, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. In the event of a conflict of laws, please contact NOV Corporate Compliance. If NOV believes in good faith that Customer has breached any provision of this Article 18, NOV shall have the right to immediately terminate this Agreement and any Order upon notice to the Customer. Alternatively, NOV may suspend performance of all Services and/or Products under this Agreement and any Order with immediate effect on written notice to Customer. In the event of such suspension, Customer shall have a period of 30 days (the "Suspension Period") to demonstrate to the reasonable satisfaction of NOV, acting in good faith, that no breach has occurred. If, following the Suspension Period, NOV acting in good faith is not reasonably satisfied that no breach has occurred, NOV may immediately terminate this Agreement and any Order upon notice to the Customer. Customer shall indemnify, Defend and hold NOV harmless from and against any Claim incurred in connection with Customer's breach of any of the provisions of this Article 18. 19. INDEPENDENT CONTRACTOR It is expressly understood that NOV is an independent contractor, and that neither NOV nor its principle, partners, employees or subcontractors are servants, agents or employees of Customer. In all cases where NOV's employees (defined to include NOV'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., NOV and Customer agreed that all Products provided by NOV and NOV's employees pursuant to the Agreement are an integral part of and are essential to the ability of Customer to generate Customer's goods, products, and services for the purpose of La. R.S. 23:106(A) (1). Furthermore, NOV and Customer agree that Customer is the statutory employer of all of NOV's employees for the purpose of La. R.S. 23:1061(A) (3). 20. ADDITIONAL RENTAL TERMS AND CONDITIONS Unless otherwise indicated, the Rental rates contained in NOV's Proposal are on a per day basis and such rates shall apply to each piece of Rental Equipment rented. NOV represents that it has fully inspected the Rental Equipment as detailed in the applicable Order and that said Rental Equipment is in good condition and repair and is fully acceptable for use as specified in the applicable Order. Furthermore, NOV represents that the Rental Equipment and parts are not subject to any encumbrances or liens, and that NOV has full title to such Rental Equipment. Customer represents and warrants that it shall use the Rental Equipment in a careful and proper manner and shall comply with all laws, ordinances and regulations relating to the possession, use and maintenance of the Rental Equipment in accordance with NOV's approved procedures. In the event the parties agree that Customer shall operate the Rental Equipment, Customer further represents that the Rental Equipment will be operated by skilled employees trained in the use of the Rental Equipment. Customer shall keep the Rental Equipment free and clear of all liens and encumbrances arising in connection with Customer's operations and/or use of the Rental Equipment. Customer, at its sole cost, shall provide and maintain insurance against the loss, theft, damage or destruction of the Rental Equipment. The coverage shall be in an amount not less than the new replacement price of the Rental Equipment. NOV shall provide Equipment prices upon request. At the expiration of the applicable Rental term, Customer will at its sole cost return the Rental Equipment to the facility designated by NOV, in working condition (reasonable wear and tear excepted). Upon receipt of the returned Rental Equipment, NOV will service and inspect the

Rental Equipment. In the event NOV 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 Customer. Such charges may include service, inspection, and spare parts. 21. GENERAL The Agreement constitutes the entire agreement between the parties with regards to the subject matter hereof and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. Failure of NOV to enforce any of the terms and conditions of the Agreement shall not prevent a subsequent enforcement of such terms and conditions or be deemed a waiver of any subsequent breach. The terms of the Agreement will be considered as severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining provisions; provided that no such severability will be effective if it materially changes the economic benefit of the Agreement to either party. Customer acknowledges that it has not relied on any representations other than those contained in these Terms. The Agreement shall not be varied, supplemented, qualified, or interpreted by any prior course of dealing between the parties or by any usage of trade. Customer may not novate, assign, sublicense or otherwise transfer the Agreement, wholly or partly, or any portion of the work provided hereunder, without the prior written consent of NOV, which consent shall not be unreasonably withheld or delayed. Any attempt to assign, sublicense or transfer all or any part of the Agreement, or any portion of the work provided hereunder, without first obtaining written consent will be void and of no force or effect. NOV may assign the Agreement and/or any Order (or any rights and interests thereunder) to a related company or subcontract the provision of Products (or any portion thereof) without the prior written consent of Customer. Notwithstanding the foregoing, the Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each party. Articles 1, , 7.j, 9, 10, 11, 13, 14, 17, 18, and 21 shall survive expiry or termination of an Order or the Agreement.

## Payment Terms:

Payments will be made through the Aucto Payment Gateway. Paying via credit cards will only be available for orders under \$5000.

## Removal Terms:

Customer must pickup purchased items within 7 days of purchase.

## Payment Instructions:

Payments will be made through the Aucto Payment Gateway. Paying via credit cards will only be available for orders under \$5000.