

TECHNICAL AND RUNNING ASSISTANCE
RENTAL OF EQUIPMENT AND ACCESSORIES
GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Affiliate: of any specified person, any other person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person. For the purposes of this definition, **control** when used with respect to any specified person means the power to direct the management and policies of such person directly or indirectly, through the ownership of voting securities or the right to elect the majority of the members of the board of directors of such person; and the terms **controlling** and **controlled** have meanings correlative to the foregoing.

Agreement: the contract or arrangement relating to a single supply transaction, binding the Parties upon Client's express or implied acceptance of Supplier's Field Service Job Requisition and these Terms (as provided herein).

Client: the Party ordering or on whose behalf Services or Equipment are ordered or received from or rented or furnished by Supplier.

Client's Group: Client, its Affiliates, subcontractors (other than Supplier) and their respective directors, officers, employees, partners, co-owners, co-lessees, co-venturers, agents and representatives, individually and collectively.

Confidential Information: any information, data, trade secrets, know-how, drawings, manuals, specifications, standards, designs, plans, maps, manufacturing and production procedures and techniques, models, sketches, samples, formulations, project specific calculations, instruments, software and computer records, and other business and technical documentation, information and materials belonging to Supplier or its Affiliates, regardless of whether it is marked as confidential or not or the form in which it is communicated or maintained (whether in writing, electronically, digitally or otherwise).

Service Ticket: the reporting form issued by Supplier's Representatives at the completion of the Services, an example of which is attached hereto and incorporated herein as Annex B.

Equipment: owned or rented equipment or accessories, materials, supplies or merchandise rented by Supplier or provided in connection with the Services as detailed in the Field Service Job Requisition.

Field Service Job Requisition: the acknowledgment form delivered by Supplier to Client in response to an Order, an example of which is attached hereto and incorporated herein as Annex A.

Field Service Rates and Accessory Tools Price Lists: the Supplier's pricing for Services and Equipment in effect at the time of the Order, which are available to Client upon request.

Order: Client's request for the supply of Services or Equipment as memorialized by a Field Service Job Requisition.

Parties: collectively, Client and Supplier.

Pipes: seamless and welded steel pipes and connections (particularly, but not limited to, Supplier's Group pipes).

Services: the services (including the supply of Equipment, but excluding the provision of Supplier's Group products) performed by Supplier or its Affiliates, in the manner and to the extent described in the Field Service Job Requisition.

Supplier: the party identified in the Field Service Job Requisition or an Affiliate that will supply the Services or the Equipment under the Agreement, including its successors and assigns.

Supplier's Group: Supplier, its Affiliates, subcontractors and their respective directors, officers, employees, partners, co-owners, co-lessees, co-venturers, agents and representatives, individually and collectively.

Supplier's Representative: means the employees or subcontractors of Supplier that are involved in the performance of the Services.

Terms: these general terms and conditions for the supply of

Services and rental of Equipment.

2. ENTIRE AGREEMENT

2.1 The Agreement represents the entire agreement of the Parties in relation to the supply of Services and rental of Equipment, and supersedes any and all prior agreements with respect to the subject matter thereof. Client's acceptance of Supplier's Field Service Job Requisition and these Terms, or, receipt of same without giving written objection thereto prior to the (i) mobilization of Supplier's Representatives from their base location to the worksite; or (ii) transportation of the Equipment to the place agreed by the Parties; constitutes acceptance by Client of the Agreement.

2.2 No representations other than those set forth in the Field Service Job Requisition and these Terms shall be deemed made. Any conflicting terms contained in any written document (including any correspondence between Client and Supplier), unless incorporated herein by a typed or hand written addition hereto expressly accepted by Supplier or a document signed by Supplier making reference to this clause, shall be of no force or effect and these Terms shall apply.

3. APPLICABILITY

These Terms shall apply to the supply of all Services and rental of Equipment agreed with Client, unless expressly provided otherwise in writing.

4. COMMENCEMENT & PERFORMANCE OF SERVICES

4.1 Supplier shall begin performance of the Services on the date mutually agreed in writing between the Parties, which date shall allow adequate time for Supplier's (i) mobilization of Supplier's Representatives from their base location to the worksite; (ii) transportation of the Equipment to the place agreed by the Parties; and (iii) obtaining the required permits (including immigration permits), customs clearances, and any other necessary authorization.

4.2 Notwithstanding the foregoing, Client hereby acknowledges that Supplier's commencement or uninterrupted performance of the Services may depend on prior acts or performance by Client or third parties which are beyond Supplier's control. In all such cases, Supplier reserves the right to delay mobilization, demobilize and re-mobilize, suspend performance or reschedule the Services depending on the nature and extent of the delay in other's performance. Supplier's performance shall be excused until the delayed activity is completed and Client provides Supplier written notice to proceed and a reasonable period of time to commence the Services.

4.3 If Supplier is not able to commence performance of any part of the Services on the agreed date or continue the supply, as the case may be, due to a delay attributable to Client's Group, then Client shall pay Supplier (i) all costs incurred by Supplier in the de-mobilization and re-mobilization of Supplier's Representatives and Equipment; and (ii) stand-by rates as indicated in the Field Service Job Requisition.

5. RENTAL OF EQUIPMENT

5.1 Supplier may, upon agreement with Client, rent Equipment (detailed in the Field Service Job Requisition) as an ancillary provision to the Services.

5.2 Title to Supplier's owned Equipment shall remain in Supplier and title to rented Equipment shall remain in the renter/owner, and no title in such Equipment shall pass to Client. Supplier may enter the premises where the Equipment is located during normal business hours in order to inspect it. Upon default by Client, including without limitation default in the payment of rental charges, breach of any provision of the Agreement or Client's bankruptcy, Supplier, in addition to its other legal rights,

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shall have the right to repossess the Equipment and to enter upon any premises where such Equipment is situated and take any necessary action for such purpose without being guilty of trespass and without liability for any damages or other cost thereby occasioned. In addition, Supplier is also granted a first and superior lien on any structure to which the Equipment may be affixed in the event that Supplier is unable for any reason to take possession of the Equipment.

5.3 Client assumes all risk of loss, destruction or damage to Equipment from the time it departs Supplier's or its provider's store location and until it is returned to Supplier's designated store location, or, until it is declared lost or damaged beyond repair by Supplier whereupon Client shall pay Supplier 125% of the replacement cost of the lost or damaged Equipment, plus applicable taxes.

6. COMPENSATION

6.1 Client shall pay Supplier the compensation specified in the Field Service Rates and Accessory Tools Price Lists, for the Services and Equipment supplied.

6.2 Rental Charges. Unless otherwise stated in the Field Service Job Requisition (i) no rate for Services are included in the rental charges; (ii) all rental charges are subject to the minimum rental period of five (5) calendar days; (iii) rental charges begin when each piece of Equipment departs Supplier's or its provider's store location and continue until it is returned to the same store location or the place indicated by Supplier, or until Supplier is notified that such Equipment is lost or damaged beyond repair; and (iv) all rental charges are on a daily basis for a 24-hour day (Client shall be charged a full calendar days' rental for any portion of a calendar day, which day shall end at midnight). Well conditions which prevent satisfactory operation of the Equipment shall not relieve Client of its obligation to pay any charges.

6.3 Services Rate. Unless stated otherwise in the Field Service Job Requisition, (i) Services rate begin when each Supplier's Representative departs from the location where he is based and continue until he returns to that same base location; (ii) Client shall furnish reasonable quarters and meals for Supplier's Representatives at the worksite; (iii) all Service charges are on a daily basis for a twenty (24) hour day (Client shall be charged a full calendar days' Service charge for any portion of a calendar day, which day shall end at midnight); and (v) if Supplier's Representatives or Equipment are dispatched at Client's request and the request is then cancelled by Client, Client shall be invoiced a dead call-rate as indicated in the Field Service Job Requisition. If the Services are to be performed at an offshore location, Client shall also pay for offshore transportation and any reasonable extra costs associated with the presence of Supplier's Representatives at the off shore location.

7. PAYMENT

7.1 Unless otherwise provided in the Field Service Job Requisition, Supplier shall invoice Client and Client shall pay the invoice within thirty (30) calendar days of receipt of Supplier's invoice. Any amounts owed hereunder by Client shall be paid by wire transfer, in immediately available funds, to the bank account designated by Supplier in the invoice.

7.2 Client shall pay Supplier for the Services and the Equipment whether or not the desired results are achieved.

7.3 Supplier shall at all times be entitled to require from Client all the payment guarantees it may deem necessary.

7.4 Interest shall accrue on the unpaid portion of the invoice at a rate of one and one-half percent (1.5%) per month (18% per annum), or, if lower, the highest rate permitted by law on past due accounts. Interest shall be compounded on a monthly basis.

8. SERVICE TICKET

8.1 Upon completion of the Services, and prior to Supplier's Representative's departure from the worksite, a Service Ticket, describing the tasks or activities performed during operations (that may include warnings made by Supplier's Representative to Client's company man or authorized representative at the worksite, deviations to Supplier's procedures or anomalies encountered or observed by Supplier's Representative) shall be prepared by Supplier's Representative and the Service Ticket shall be signed by Client's company man or authorized representative at the worksite.

8.2 If Client's company man or authorized representative does not sign the Service Ticket when requested or if Client's company man is not present at the worksite at the time of issuance of the Service Ticket, Supplier shall send the Service Ticket to Client by courier, facsimile or e-mail requesting its signature. If Client does not return the Service Ticket signed within five (5) calendar days from the date of dispatch, the Service Ticket shall be automatically deemed accepted by Client.

9. WARRANTY AND DISCLAIMER

9.1 General. Supplier warrants that Services carried out by Supplier or its Affiliates shall be diligently performed and discharged in accordance with industry practices. Supplier shall use best efforts to ensure that Supplier's Representatives furnished are skilled and experienced persons and that Equipment (whether or not owned by Supplier) meets the specifications of the Order. Supplier's Representatives shall attempt to perform the Services as requested. However, because of the nature of the work to be accomplished and unpredictable conditions, Client acknowledges that results cannot be guaranteed and are not guaranteed.

9.2 Supplier reserves the right not to perform the Services if, in its sole discretion, worksite or job conditions render performance of Services inadvisable. Client agrees that neither Supplier nor any Supplier's Representative shall be responsible for any final decision made by Client Group that disregards or differs from Supplier's advice or specifications. Client shall retain complete control and supervision of the work site and performance of operations in and about the work site.

9.3 Client acknowledges that Supplier has developed certain procedures and specifications relating to the supply of Services. These procedures and specifications have been communicated to Client Representatives with respect to job quality and performance. The Tenaris Running Manual General Guidelines may be found at: <http://www.tenaris.com/en/Products/PremiumConnections/TenarisHydrilRunningManual.aspx>. Consequently, Client agrees to execute Tenaris' Disclaimer, Waiver and Release of Liability form, attached hereto and incorporated herein as Annex C, which terms will be automatically applicable in the event Client requests or orders any change from the abovementioned procedures, including the supply of Services without Client's supply of Equipment, tools, materials, resources or supplies required by the Tenaris Running Manual General Guidelines.

9.4 Technical Assistance. If as part of the Services, Client requests from Supplier any assistance in Pipes/connections, installation, or technical or engineering information concerning Pipes/connections, such part of the Services shall be advisory only, and on as *As Is* basis. No warranty is given with respect to such part of the Services or information and Supplier shall not be liable for any claim, loss, liability or damage arising out of furnishing or Client's use of such assistance or information.

9.5 Running Assistance. If as part of the Services, Client requests Supplier to monitor Pipe running, such part of the

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Services shall meet the specifications and procedures of Tenaris Running Manual latest version.

9.6 Warranty of Others. Services not supplied by Supplier or its Affiliates, are guaranteed in the manner and to the extent guaranteed by the actual supplier, and then only to the extent that Supplier is reasonably able to enforce it.

9.7 Notification of Defects. Client shall give notice to Supplier within five (5) business days from the date of discovery of a defect or from the date on which a diligent client should have discovered the defect. Supplier's Group liability under this warranty shall be limited to rectification or re-performance of the Services within a reasonable time after notice. Failure by Client to give written notice within the aforesaid period shall release Supplier from any liability thereof. Supplier's warranty shall be in effect for a period of twelve (12) months from completion of the Services by Supplier, provided that if a Service is rectified or re-performed, a new twelve (12) months warranty period for that Service shall commence on the date such Service is rectified or re-performed. Contractual remedies are sole remedies available under contract, tort, law, equity or otherwise.

9.8 EXCEPT FOR THE WARRANTIES CONTAINED HEREIN, SUPPLIER'S GROUP MAKES NO OTHER WARRANTIES FOR SERVICES AND EQUIPMENT, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR RESULT OR, ANY IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. THE WARRANTIES CONTAINED IN THIS ARTICLE 9 ARE IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, GUARANTEES OR LIABILITIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY, AND SUCH OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, GUARANTEES OR LIABILITIES, AT COMMON LAW, IN CONTRACT, IN TORT, OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE) ARE DISCLAIMED. SUPPLIER'S GROUP WARRANTY OBLIGATIONS HEREUNDER, AND CLIENT'S REMEDIES ARE SOLELY AND EXCLUSIVELY AS STATED IN THIS ARTICLE 9. SUPPLIER'S GROUP MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE DESIGN, OPERATION, CONDITION OR QUALITY OF THE MATERIAL OR WORKMANSHIP OF EQUIPMENT DELIVERED TO CLIENT HEREUNDER, IT BEING AGREED THAT ALL SUCH RISKS AS BETWEEN SUPPLIER AND CLIENT ARE TO BE BORNE BY CLIENT, WHETHER OR NOT SUCH EQUIPMENT IS OPERATED UNDER SUPPLIER'S SUPERVISION AND ALL SUCH EQUIPMENT IS HEREBY ACCEPTED BY CLIENT AS IS. IF CLIENT DESIRES DIFFERENT STANDARDS, CLIENT SHOULD, AT ITS EXPENSE, OBTAIN AN INSPECTION OF THE EQUIPMENT PRIOR TO USE AND THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES OF SUPPLIER ARE HEREBY WAIVED BY CLIENT.

10. CLIENT'S RESPONSIBILITY FOR EQUIPMENT

10.1 Client's acceptance of delivery of Equipment indicates that Client has inspected and found the Equipment to be suitable for its needs and in good condition. The signature of Client's authorized representative on the delivery ticket shall be conclusive evidence of this inspection and acceptance of receipt in good condition. Client also has a duty to inspect the Equipment prior to use and notify Supplier immediately of any defects.

10.2 Client shall not use, operate, maintain or store the Equipment improperly, carelessly or in violation of the Agreement or of any applicable regulatory or statutory requirements, or use the Equipment or request that it be used for a purpose or job other than that for which it is supplied. Client shall not permit the Equipment to become subject to any lien, charge or encumbrance.

10.3 Upon expiration of the lease term agreed in the Field Service Job Requisition, Client shall return all Equipment by delivering them to the Supplier's designated store location in the same clean condition as when dispatched, reasonable wear and tear excepted.

10.4 Upon return, each piece of Equipment shall be inspected for damage. Client agrees to pay Supplier the entire cost of any inspections performed by it or by a third party inspection service, and, where Equipment is returned in an unclean condition, the cost to clean such Equipment, plus applicable taxes.

10.5 Any damaged Equipment shall be repaired or replaced at Client's expense, and all expendable spare parts may be replaced upon return of the Equipment, in Supplier's sole discretion, and any such replacement shall be charged to Client at 125% of Supplier's cost, plus applicable taxes.

10.6 All Equipment not returned, for whatever reason, or damaged beyond repair, shall be paid for by Client at 125% of the replacement cost, plus applicable taxes.

10.7 Accrued rental charges shall not be applied against the cost of repairs to damaged Equipment or the replacement of Equipment not returned, plus applicable taxes.

10.8 CLIENT SHALL DEFEND, INDEMNIFY, RELEASE AND HOLD SUPPLIER'S GROUP HARMLESS FROM, AGAINST, FOR AND IN RESPECT OF ANY AND ALL CLAIMS, LOSSES, LIABILITIES OR DAMAGES (INCLUDING CONSEQUENTIAL OR INCIDENTAL) ASSERTED AGAINST SUPPLIER'S GROUP BY CLIENT OR ANY OTHER THIRD PARTY, WHETHER SUCH CLAIMS ARE BASED ON THEORIES OF CONTRACT LAW, TORT LAW, OR OTHERWISE, DIRECT OR INDIRECT, INCLUDING SPECIAL AND CONSEQUENTIAL DAMAGES ARISING OUT OF DELIVERY, PICK-UP, REPAIR, USE OR OPERATION OF EQUIPMENT, INCLUDING FISHING OPERATIONS, OR RELATING TO TERMINATION OF THIS CONTRACT OR ARISING IN CONNECTION WITH BODILY INJURY OR DEATH OR PROPERTY DAMAGE, DESTRUCTION OR ECONOMIC LOSS (INCLUDING, BUT NOT LIMITED TO RELEASE OF RADIOACTIVE MATERIALS, NATURALLY OCCURRING RADIOACTIVE MATERIAL CONTAMINATION OR DAMAGE TO RESERVOIR, FORMATION, SUBSURFACE PROPERTY OR PROPERTY RIGHTS) BECAUSE OF LEASE, RENTAL, DELIVERY, INSTALLATION, POSSESSION, OPERATION, USE, CONDITION OR RETURN OF EQUIPMENT, WHETHER BY SUPPLIER'S GROUP, CLIENT OR ANY OTHER THIRD PARTY, IRRESPECTIVE OF WHETHER SUPPLIER'S GROUP MAY BE ALLEGED OR PROVEN TO HAVE BEEN NEGLIGENT, (INCLUDING BUT NOT LIMITED TO ACTIVE, PASSIVE, JOINT, CONCURRENT OR COMPARATIVE) OR OTHERWISE LEGALLY LIABLE (WITH OR WITHOUT FAULT OR WHETHER STRICTLY LIABLE OR IN BREACH OF ANY WARRANTY).

11. TERMINATION FOR DEFAULT

11.1 If Supplier fails to commence actions to remedy any default of its material obligations under the Agreement within fifteen (15) calendar days from written notice given by Client, and to

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remedy the default within a reasonable time; then Client may be entitled to terminate the Agreement without penalty or liability except for amounts payable in respect of Services and Equipment previously supplied to Client.

11.2 Further, in the event that Client experiences financial difficulties, becomes insolvent or is put into liquidation, Supplier shall be entitled to immediately terminate all contracts with Client by giving it written notice of termination.

11.3 If Client defaults in any of its obligations under the Agreement, Supplier shall be entitled to (i) suspend totally or partially performance of Services under the Agreement and any other agreements with Client until payment obligations are honored; and (ii) terminate totally or partially its obligations under the Agreement and any other agreements with Client. For such purposes, Supplier shall give Client written notice of suspension or termination, which shall become effective if Client does not remedy its default within five (5) working days from receipt of Supplier's notice. In the event of any claim or legal action brought by Client against Supplier or any manufacturer or supplier of the Services or Equipment for any cause whatsoever, Client shall have no rights of deduction, retention or set-off.

11.4 Any legal action arising from the Agreement, based on any grounds whatsoever, must be brought by Client within twelve (12) months from the date of completion of the Services.

12. LIABILITIES & INDEMNITIES

12.1 Supplier's liability for any claim of any kind for any loss or damage arising out of, or in connection with, or resulting from the Agreement or from termination of the same, or from the performance or breach thereof, shall in no case exceed, in the aggregate, one hundred percent (100%) of the Services value stated in the Order.

12.2 SUPPLIER SHALL NOT BE LIABLE FOR DAMAGES FOR LOSS OF PROFITS, INCOME, REVENUE OR PRODUCTION, NOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF GOODS, FINANCIAL LOSS, COST OF CAPITAL, COST INCURRED IN CONNECTION WITH LABOR, OVERHEAD, GENERAL ADMINISTRATION, TRANSPORTATION, SUBSTITUTE FACILITIES, SUPPLY SOURCES) OR OTHER SIMILAR DAMAGES, WHETHER ANY SUCH LIABILITY WOULD BE BASED ON CONTRACT, LAW, TORT, EQUITY OR OTHERWISE.

12.3 SUPPLIER SHALL BEAR NO LIABILITY, RESPONSIBILITY, AND EXPENSE (I) FOR LOSS OR DAMAGE, IN WHOLE OR PART, OF THE HOLE OR WELL, UNDERGROUND OR ABOVE THE SURFACE, INCLUDING LOSS OF OR DAMAGE TO THE PIPE AND IN-HOLE EQUIPMENT THEREIN, OR IMPAIRMENT OF ANY PROPERTY RIGHT TO WATER, OIL, GAS OR OTHER MINERAL SUBSTANCES (II) FOR LOSS OR DAMAGE, DESTRUCTION, OR PERSONAL INJURY OR DEATH ARISING, WITHOUT LIMITATION, ON THE SURFACE (THE SEA FLOOR IN THE OFFSHORE CONTEXT) AS A RESULT OF SUBSURFACE OCCURRENCE (INCLUDING DAMAGE TO OR LOSS OR DESTRUCTION OF ANY EQUIPMENT, DRILLING RIG, PLATFORM OR OTHER FIXED OR FLOATING STRUCTURE AT OR AROUND THE WELL SITE) (III) IN CONNECTION WITH KILLING OR REGAINING CONTROL OF ANY WILD WELL, REDRILLING, REWORKING, OR FISHING (INCLUDING THE COSTS THEREOF) AS WELL AS ALL EXPENSES OF REMOVAL OF DEBRIS AND ALL OTHER EXPENSES INCIDENT TO OR RESULTING FROM BLOWOUT OR CRATERING, (IV) ON ACCOUNT OF LOSS OF OR

DAMAGE TO ANY GEOLOGICAL FORMATION OR STRATA OR OIL OR GAS RESERVOIR BENEATH THE SURFACE, INCIDENT TO, OR ARISING OUT OF, OR RESULTING FROM ANY BLOWOUT OR CRATERING OR FROM ANY OTHER CAUSE ARISING DURING THE COURSE OF OR RESULTING FROM WORK OR OPERATIONS OF SUPPLIER OR ITS SUBCONTRACTORS, AND; (V) FOR DAMAGES OR ANY EXPENSE OF ANY KIND THAT RESULTS FROM POLLUTION, CONTAMINATION, OR RADIATION, INCLUDING THE COSTS OF CLEAN UP AND CONTROL OF THE POLLUTANT.

12.4 CLIENT SHALL DEFEND INDEMNIFY, RELEASE AND HOLD SUPPLIER'S GROUP HARMLESS FROM, AGAINST, FOR AND IN RESPECT OF ANY AND ALL CLAIM, LOSSES, LIABILITY OR DAMAGE (INCLUDING CONSEQUENTIAL OR INCIDENTAL) ASSERTED AGAINST SUPPLIER'S GROUP BY ANY THIRD PARTY IN EXCESS OF THE LIMITATIONS OF LIABILITY SET FORTH UNDER THESE TERMS, EVEN IF THE CLAIM, LOSS, LIABILITY OR DAMAGE RESULTS FROM THE SOLE OR CONCURRENT NEGLIGENCE OF SUPPLIER'S GROUP.

12.5 If Supplier's Group receives a claim for which Client is obligated to provide indemnification under this Article 12, Supplier shall notify Client of such claim and Client shall provide Supplier or the relevant Affiliate with the sums necessary to discharge the amounts payable by Supplier or its relevant Affiliate (including legal fees and all expenses and costs related thereto).

12.6 Client acknowledges that these Terms include provisions for the indemnification and exoneration of Supplier's Group against the consequences of their own negligence or fault, and agrees that these Terms comply with the express negligence rule, are conspicuous and afford fair notice.

12.7 The limitations and exclusions of liability hereunder shall apply under contract, tort, law, equity or otherwise and extend to Supplier's Affiliates (including their subcontractors).

13. ASSIGNMENT AND SUBCONTRACTING

Supplier may assign, license or subcontract to any of its Affiliates all or any part of its rights and obligations under the Agreement without Client's consent, provided Supplier remains liable as primary obligor under the Agreement. Client may not assign or in any way dispose of its rights or obligations under the Agreement without the prior written consent of Supplier.

14. EXPORT CONTROL

Any provision hereunder shall at all times be in strict conformity with all relevant export control laws and regulations. Client shall at all times in connection with the performance of this Agreement be in compliance with all economic sanctions and export control regimes applicable to any party to the Agreement, including but not limited to the United Nations, United States, and European Union regimes. Any act or omission or failure of Client to act in compliance with the foregoing that results in Supplier, including its Affiliates, or any of the parties involved in the transaction ("Indemnified Parties") being subject to any governmental or authority investigation or violation of applicable laws, including, without limitation, the imposition of fines and penalties, Client shall reimburse all Indemnified Parties for and save, release, defend, indemnify and hold the Indemnified Parties (including banks involved) harmless against any claim, demand, liability, loss or damage imposed by the applicable governmental authority arising out from such an action, omission or failure to act or as a result of Client's breach of its obligations under this Article 14. Neither Supplier nor any of the Indemnified Parties assume any liability to Client or to any other person for Client's acts of non-

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compliance with export control laws, sanctions, restrictive measures and embargoes.

15. CONFIDENTIALITY

15.1 Client acknowledges that in connection with the performance of Services, Client has received or will receive from Supplier or its Affiliates certain proprietary and Confidential Information, which is of substantial proprietary value to Supplier and its Affiliates.

15.2 Client agrees to hold in strict confidence, and not to disclose to third parties or use for any purpose other than the purpose of this Agreement, any Confidential Information.

15.3 Client shall be liable for any loss or damage to any Confidential Information, and shall not be released from its obligations of confidentiality, non-use and non-disclosure until and unless: (i) Confidential Information becomes non-confidential information without any breach of this Agreement or (ii) Supplier releases Client from its confidentiality obligations hereunder by written notice.

15.4 All technical documents developed by Supplier or its Affiliates and to be provided to Client as part of the obligations assumed hereunder, including any copyright therein, shall be the sole property of Supplier or its Affiliates and shall always be treated as confidential.

15.5 Except as otherwise agreed by Supplier in writing, no information or knowledge disclosed by Client shall be deemed confidential.

16. FORCE MAJEURE

Supplier's Group shall not be liable for a failure to perform any of its obligations in so far as it proves: (i) that the failure was due to an impediment beyond its control; (ii) that it could not reasonably be expected to have taken the impediment and its effects upon its ability to perform into account at the time of the execution of the Agreement; and (iii) that it could not reasonably have avoided or overcome it or, at least, its effect; including, but not limited, to war, whether declared or not, civil war, riots and revolutions, acts of piracy, acts of sabotage, acts of tribes, acts of terrorism; natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning; explosions, fires, destruction of machines, of factories, and of any kind of installations; boycotts, strikes and lock-outs of all kinds, work slowdowns, occupation of factories and premises, and work stoppages which occur in Supplier's Group enterprise; labor disruptions of a general nature or affecting the industry in which Supplier's Group is engaged; and acts of authority, whether lawful or unlawful, apart from acts for which Supplier has assumed the risk by virtue of other provisions of the Agreement. A ground of relief under this clause relieves Supplier from damages, penalties and other contractual sanctions to the extent that the ground persists. Further it postpones the time for performance, for such period as may be reasonable, thereby excluding Client's right, if any, to terminate or rescind the Agreement. If the grounds of relief persist for more than sixty (60) days, either Party shall be entitled to terminate the Agreement with prior written notice. Each Party may retain what it has received from the performance of the Agreement carried out prior to the termination. Each Party must account to the other for any unjust enrichment resulting from such performance. The

payment of the final balance shall be made without delay.

17. SEVERABILITY

If any term or other provision of the Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of the Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated thereby is not affected in any adverse manner to either Party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify the Agreement so as to affect the original intent of the Parties hereto as closely as possible in an acceptable manner, to the end that the transactions contemplated in the Agreement may be fulfilled to the extent possible.

18. DISPUTE RESOLUTION/GOVERNING LAW

The Parties agree that in the event of a dispute or any allegation of breach concerning the Parties' performance under the terms of the Agreement, that the Parties shall, for a period not to exceed fifteen (15) calendar days following notice by one Party to the other Party that a dispute exists, endeavor to resolve such dispute through good faith negotiations. In the event that the Parties fail to resolve their dispute in the foregoing manner, the alleged breach or dispute shall be submitted to binding arbitration, which arbitration shall be governed by the Arbitration Act, 1991 (Ontario), and conducted in accordance with the National Arbitration Rules of the ADR Institute of Canada before an arbitral tribunal consisting of three (3) arbitrators. The arbitration shall be conducted in the English language. Arbitration shall be the sole and exclusive remedy with respect to any such dispute or alleged breach. These proceedings shall be private and confidential. The arbitral tribunal shall have no power to add to, detract from, or alter the Agreement in any way. Pending final decision by the arbitral tribunal, there shall be no action taken by either Party to the controversy. All costs and expenses incidental to and arising out of the arbitration shall be borne by the losing Party, including reasonable attorneys' fees. The award rendered shall be final and conclusive and judgment on the award rendered by the arbitral tribunal may be entered in any court having competent jurisdiction thereof. The place of arbitration shall be Toronto, Canada. The Agreement shall be governed and interpreted in accordance with the laws of the Province of Ontario, Canada, without regard for its conflicts of laws provisions, and, the arbitral tribunal shall not be authorized to decide any dispute, controversy or claim ex aequo et bono, but shall strictly apply such laws.

19. LANGUAGE

The Parties confirm that it is their wish that these Terms and the Agreement and any other documents delivered or given pursuant to these Terms and the Agreement, including notices, have been and shall be in the English language only. Les parties reconnaissent avoir demandé et conviennent que les termes et conditions généraux d'approvisionnement en biens et/ou en services et le présent contrat ainsi que tout document y relatif, incluant tout avis, soient rédigés en anglais.



OCTG FIELD SERVICES CANADA
WITH CHARGE

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ANNEX A
FIELD SERVICE JOB REQUISITION



FIELD SERVICE JOB REQUISITION

FILE NAME			
DATE		TIME	

FROM		TO	
F.S. COORDINATOR			
FSS1	FSS2	FSS3	

CUSTOMER			
OPERATOR			
RIG NAME		COORDINATES	
WELL NAME			
BILLING ADDRESS			
CO. MAN NAME		FAX PH#	E-MAIL
EXTRA NOTES			

STRINGS	1	2	3	
METERAGE				
SIZE				
WEIGHT				
GRADE				
THREAD				
PIPE TYPE				
QTY (JOINTS)				
HANDLING PLUGS				
CROSSOVER				
STABBING GUIDE				
SHIPPED FROM				

DIRECTIONS TO RIG		
ROUTING CODE#/SRO#		COMMENTS
WBS# NETWORK#		
AFE#		
OCSG#		
CUSTOMER#		
CREDIT APPROVAL		
SERVICE REP.		

*** THE GOODS AND SERVICES DESCRIBED IN THIS FIELD SERVICE JOB REQUISITION ARE SUPPLIED SUBJECT TO CUSTOMER'S ACCEPTANCE OF TENARIS' TECHNICAL AND RUNNING ASSISTANCE, RENTAL OF EQUIPMENT AND ACCESSORIES GENERAL TERMS AND CONDITIONS, WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

General Information

Service Type: _____
Service Description: _____
Location Type: _____
Location/City: _____

Region: DICN
Country: Canada
Sub Region: _____
Code: _____

Certification required

Survival H2S Health FRC Other: _____

Invoicing and Terms & Conditions

Free of Charge:

Customer TECHNICAL, RUNNING ASSISTANCE AND RUNNING SERVICES RENTAL OF EQUIPMENT AND ACCESORIES GENERAL TERMS AND CONDITIONS (which are acknowledged and agreed hereunder by Customer).

Special T&Cs _____

Request Date: _____ Name: _____ Signature: _____



OCTG FIELD SERVICES CANADA
WITH CHARGE

TECHNICAL AND RUNNING ASSISTANCE
RENTAL OF EQUIPMENT AND ACCESSORIES
GENERAL TERMS AND CONDITIONS

ANNEX B
SERVICE TICKET



SERVICE TICKET

TICKET: _____
TRACKING #: _____

START DATE	END DATE	LOCATION TYPE	SERVICE TYPE	SERVICE DESCRIPTION	TENARIS BUS. UNIT

CUSTOMER	PO #:	SHIP TO ADDRESS
	REQUESTOR	

WELL INFORMATION		STRING 1	STRING 2	STRING 3										
PROJECT / WELL:		<table border="1"> <tr><th>SIZE:</th><td> </td></tr> <tr><th>WEIGHT:</th><td> </td></tr> <tr><th>STEEL GRADE:</th><td> </td></tr> <tr><th>CONNECTION:</th><td> </td></tr> <tr><th>FOOTAGE:</th><td> </td></tr> </table>	SIZE:		WEIGHT:		STEEL GRADE:		CONNECTION:		FOOTAGE:			
SIZE:														
WEIGHT:														
STEEL GRADE:														
CONNECTION:														
FOOTAGE:														
OCSG / STATE LEASE:														
RIG:														

FSS 1	FSS 2	FSS 3

TOOLS AND SERVICES									
ITEM	QTY	USAGE	PART #	SERIAL #	MATERIAL AND / OR SERVICE	UNIT PRICE	DISC	EXT AMT	
									SERVICE TICKET TOTAL:

COMMENTS / EXPLANATIONS

CUSTOMER APPROVAL	
	PRINTED NAME
	SIGNING DATE
I CERTIFY THAT I HAVE READ THIS AGREEMENT AND THAT THE ABOVE MERCHANDISE WAS RECEIVED IN GOOD CONDITION.	

CUSTOMER SATISFACTION
<input type="checkbox"/> Very Good <input type="checkbox"/> Good <input type="checkbox"/> Adequate <input type="checkbox"/> Bad
THE GOODS AND SERVICES DESCRIBED IN THIS SERVICE TICKET WERE SUPPLIED SUBJECT TO TENARIS' TECHNICAL AND RUNNING ASSISTANCE, RENTAL OF EQUIPMENT AND ACCESSORIES GENERAL TERMS AND CONDITIONS.

TECHNICAL AND RUNNING ASSISTANCE
RENTAL OF EQUIPMENT AND ACCESSORIES
GENERAL TERMS AND CONDITIONS

ANNEX C

DISCLAIMER, WAIVER AND RELEASE OF LIABILITY FORM

TENARIS HAS DEVELOPED CERTAIN PROCEDURES AND SPECIFICATIONS RELATING TO THE SUPPLY OF TECHNICAL AND RUNNING ASSISTANCE AND SUPPLY OF EQUIPMENT AND ACCESSORIES. THESE PROCEDURES HAVE BEEN COMMUNICATED TO CLIENT REPRESENTATIVES WITH RESPECT TO JOB QUALITY AND PERFORMANCE. ANY CHANGE FROM THESE PROCEDURES REQUESTED OR ORDERED BY CLIENT: (1) VOIDS ANY SUPPLIER WARRANTY, WHETHER EXPRESSED OR IMPLIED, RELATING TO THE EQUIPMENT AND TOOLS USED BY SUPPLIER AND THE SERVICES PROVIDED BY SUPPLIER; AND (2) RELEASES SUPPLIER GROUP FROM THE ENTIRE RESPONSIBILITY, RISK OF LOSS AND ANY AND ALL LIABILITY RELATING, BUT NOT LIMITED TO, JOB FAILURE, EXCESSIVE COST, LOSS OF HOLE, PROPERTY DAMAGE, INJURY, ETC. THAT RESULTS IN ANY WAY FROM ANY CHANGE IN SUPPLIER'S PROCEDURES REQUESTED OR ORDERED BY CLIENT OR CLIENT GROUP. CLIENT WAIVES ALL RIGHTS IT MAY HAVE AGAINST SUPPLIER GROUP IN THIS REGARD, IRRESPECTIVE OF WHETHER SUCH INJURY, DEATH, DAMAGE OR LOSS IS OCCASIONED BY OR RESULTING FROM THE NEGLIGENCE, STRICT LIABILITY, STATUTORY FAULT OR BREACH OF WARRANTY OF SUPPLIER GROUP OR ANY OF ITS EMPLOYEES, INVITEES, SUBCONTRACTORS OR THE EMPLOYEES OF ANY SUBCONTRACTOR, IN WHOLE OR IN PART, WHETHER SOLE, JOINT, ACTIVE OR PASSIVE.

AS A DULY AUTHORIZED REPRESENTATIVE OF THE CLIENT, I HAVE READ AND UNDERSTAND THE ABOVE AND HAVE BEEN INFORMED BY SUPPLIER'S REPRESENTATIVE THAT THE JOB PROCEDURES THAT ARE COMMENCING ARE CONTRARY TO SUPPLIER'S POLICY.

IN CONSIDERATION OF SUPPLIER PROCEEDING WITH THE OPERATIONS AS REQUESTED OR ORDERED BY THE CLIENT, THE CLIENT ASSUMES THE ENTIRE RESPONSIBILITY AND LIABILITY RELATING TO THE PERFORMANCE OF SUPPLIER'S TOOLS AND EQUIPMENT AND SERVICES AND ALL CONSEQUENCES OF ANY AND ALL ACTS ARISING OUT OF OR RELATING TO SUPPLIER FOLLOWING ANY PROCEDURE REQUESTED OR ORDERED BY THE CLIENT (INCLUDING THE SUPPLY OF SERVICES WITHOUT THE EQUIPMENT AND TOOLS REQUIRED BY SUPPLIER) THAT IS DIFFERENT FROM OR IN ADDITION TO SUPPLIER'S STANDARD PROCEDURES, IRRESPECTIVE OF WHETHER SUCH INJURY, DEATH, DAMAGE OR LOSS IS OCCASIONED BY OR RESULTING FROM THE NEGLIGENCE, STRICT LIABILITY, STATUTORY FAULT OR BREACH OF WARRANTY OF SUPPLIER OR ANY OF ITS EMPLOYEES, INVITEES, SUBCONTRACTORS OR THE EMPLOYEES OF ANY SUBCONTRACTOR, IN WHOLE OR IN PART, WHETHER SOLE, JOINT, ACTIVE OR PASSIVE.

TO THE EXTENT THE PROVISIONS OF THIS AGREEMENT ARE DIFFERENT FROM THE PROVISIONS OF ANY OTHER AGREEMENT BETWEEN THE CLIENT AND SUPPLIER, THIS AGREEMENT SHALL CONTROL. ALL OTHER TERMS OF ANY EXISTING MASTER SERVICE OR ANY OTHER AGREEMENT BETWEEN THESE PARTIES SHALL SURVIVE, INCLUDING THE REQUIREMENTS FOR MAINTENANCE OF INSURANCE IN SUPPORT OF THE OBLIGATIONS ASSUMED BY THE PARTIES HEREIN.

DATE:

CLIENT:

SUPPLIER

BY:

BY:

NAME:

NAME:

TITLE:

TITLE: