

TERMS AND CONDITIONS FOR PURCHASE OF PRODUCTS AND/OR SERVICES

The following terms and conditions (“Purchase T&C’s”) are the terms and conditions under which BAUER Manufacturing LLC and/or NEORig LLC (collectively referred to as “NEORig”), mentioned on the purchase order as the legal entity to which products (“Products”) are sold or services (“Services”) provided, purchases Products or Services from the seller (“Supplier”). NEORig and Supplier are referred to individually as “Party” or collectively as “Parties”.

1. CONFLICTING GENERAL TERMS OF BUSINESS; ORDER OF PRECEDENCE

1.1. Each Order shall be governed by the terms and conditions contained or referred to herein. The terms and conditions contained or referred to herein shall apply regardless of whether said terms and conditions are referenced in the Order or any terms and conditions have been provided by Supplier. Supplier’s acceptance of an Order, shipment of the Products (in whole or in part), performance of Services hereunder, or any other method selected or used by Supplier to express its assent to the provisions hereof, shall be deemed to reflect Supplier’s full and unconditional acceptance of the terms and conditions contained or referred to herein.

1.2. If a separate agreement between Supplier and NEORig for purchase of Products and/or Services exists (“Purchase Contract”), that agreement shall apply in place of these Purchase T&C’s. In case of conflict or inconsistency between an Order and these Purchase T&C’s, these Purchase T&C’s shall prevail.

1.3. For the avoidance of doubt, if a licensing agreement, joint development agreement or other intellectual property-related agreement is/are in place (“IP Agreement”), said agreement(s) shall still govern the intellectual property-related matters and shall apply in addition to the terms and conditions hereof (or the applicable separate agreement(s), if any). In case of inconsistency between the provisions of IP Agreement and these Purchase T&C’s, IP Agreement shall prevail.

2. OFFER/PURCHASE ORDERS

2.1 Supplier shall prepare offers free of charge. Offers shall be submitted by the date named in the inquiry. Supplier must exactly adhere to the specification and wording of the inquiry made by NEORig. Supplier is obliged to expressly point out any deviations.

2.2 To purchase Products/Services, NEORig shall submit a purchase order (“Order”). Order must be in writing and shall be confirmed in writing by Supplier without delay. Verbal purchase orders, amendments or supplements to purchase orders are binding only if they are confirmed by NEORig Procurement in writing. If Supplier does not accept an Order within 7 calendar days,

NEORig is entitled to revoke its offer prior to receipt of Supplier's declaration of acceptance (unless a different period is agreed upon by the parties in writing).

2.3 NEORig reserves the rights of title and copyrights to photocopies, drawings, calculations, raw material and product specifications and other documents; they may not be made accessible to third parties without the prior written approval of NEORig and shall be used exclusively for performance of the Purchase T&C's between Supplier and NEORig.

2.4 Performance specifications, drawings, declarations of weight, measurements, consumption and particulars on capacity, raw material and production specifications of NEORig are binding and describe the agreed nature of the Products/Services.

2.5 NEORig shall not be obligated to purchase or pay for any Products and/or Services which have not been expressly included in an Order.

3. PAYMENT

3.1 The prices set forth in the applicable Order are fixed prices. They include delivery to the delivery address and packaging, unless otherwise agreed in writing. If Supplier delivers the Products in a more expensive way than previously agreed to by NEORig, any increased transportation costs shall be paid for by Supplier.

3.2 Supplier shall within thirty (30) days after the shipment or delivery of the Products and/or performance of the Services (unless otherwise agreed by NEORig) submit to NEORig an invoice for such Products and/or Services. Each invoice shall state the Order reference number, the delivery note number and date of such invoice. Invoices which do not meet these requirements shall be returned. Irrespective of its other rights, NEORig shall not be required to make payment to Supplier until an invoice is submitted which meets these requirements.

3.3 Unless otherwise agreed, payment of correctly submitted invoices shall be made by NEORig Net, through bank wire transfer (electronic form), within sixty (60) workdays from the date of receipt of invoice, unless (i) in NEORig's reasonable opinion, the Products are defective and/or the Services are unsatisfactorily performed, or fail to conform to the warranties or representations provided hereunder, (ii) NEORig disputes the correctness of the invoice submitted, in which case the Parties shall use their best efforts to in good faith settle their dispute at the earliest, or (iii) different payment terms are specified in the Order.

3.4 Payments made by NEORig shall not constitute acceptance of the Products and/or Services, or be construed as a waiver of any rights NEORig may have hereunder for defective or non-conforming Products and/or unsatisfactorily performed Services. NEORig may set off any amount owed by NEORig to Supplier against any amount owed by Supplier to NEORig. Supplier shall be liable for any and all costs associated with incorrect invoicing. As applicable, any early payment discount may be mutually agreed upon in the Order. NEORig reserves the right to reject any invoice submitted more than six (6) months after the final goods receipt for Products or the completion of the Services contemplated under the corresponding Order.

3.5 Supplier acknowledges that time is of the essence under these Purchase T&C's and all the agreed delivery dates are binding. If Supplier does not timely make delivery of the Products or Services (except for such failures to timely perform which are expressly set forth herein or in the applicable Purchase T&C's), it shall be in immediate default of the Purchase T&C's and no additional period to perform and/or opportunity to cure shall be required to be provided to Supplier. Unless otherwise agreed to by the Parties, delivery is due as follows: where a fixed calendar date for delivery is stated, upon the expiry of that day; where a specific calendar week is stated, upon the expiry of the last workday of that week; where a calendar month is stated, upon the expiry of the last workday of that month. If the Products or Services are not delivered in accordance with the applicable delivery schedule set out in an Order, then, without limiting any other remedy, NEORig shall be entitled to deduct from the applicable price set forth in that Order by way of liquidated damages for delay, one half percent (0.5%) of said price for each complete day of delay, up to a maximum of twenty percent (20%) of the total price for that Order, as an aggregate limit to liquidated damages applicable to that Order. In the event of Force Majeure such as described in section 3.6 below the liquidated damages will be postponed, but Supplier must take reasonable steps and use precautions to limit the effects of such Force Majeure.

3.6 Neither Supplier, nor NEORig shall be liable for delay or non-performance of its obligations hereunder (or part thereof) if the cause of delay or non-performance is an event which is unforeseeable, beyond the control of the Party affected, including without limitation acts of God, acts of civil or military authority, governmental orders, war, fire, explosion, labor unrest (except if limited to the Party affected) or epidemics ("Force Majeure Event"). The Party affected shall promptly notify the other Party and promptly make commercially reasonable efforts to mitigate the effects of such Force Majeure Event.

4. TERMINATION AND CHANGE OF ORDERS

4.1 NEORig may cancel an Order, in whole or in part, for convenience or for cause, prior to or after its acceptance by Supplier. The cancellation notice shall specify the extent to which the performance of work related to the Order is terminated, and the time at which such termination becomes effective. Upon receipt of said notice, Supplier shall stop the performance of said work to the extent specified in the notice of termination. NEORig may cancel an Order for cause without penalty within the occurrence of the following events: (i) Supplier's default or failure to comply with the terms and conditions hereof (including without limitation the obligation to accept or reject the Order submitted within the time period set forth in Article 2.2), (ii) Supplier's default or failure to comply with the specific instructions of an Order accepted by Supplier (including without limitation failure to timely deliver the Products or perform the Services irrespective of whether Supplier provided notice to NEORig regarding said noncompliance and irrespective of whether NEORig acknowledged receipt of any such notice), (iii) Supplier's default or failure to provide reasonable assurance of future performance, or (iv) Supplier becomes bankrupt or insolvent, or if Supplier's business is placed in the hands of a receiver, assignee, or trustee, whether by voluntary act of Supplier or otherwise, or undergoes any

proceeding analogous to the foregoing. Either Party may cancel an Order if a Force Majeure Event lasts for more than fifteen (15) consecutive days.

4.2 With respect to Products, if an Order is cancelled by NEORig: (a) for cause, irrespective of the type of Products (e.g. standard/non-customized or non-standard/customized), NEORig may require Supplier to (i) transfer title to, and deliver to NEORig, in the manner, time, and extent directed by NEORig, any completed or partially completed Products, materials, parts, tools, designs, fixtures, plans, drawings and information, and transfer contract rights that Supplier acquired for the performance of the terminated part of the Order, and (ii) (if applicable) both disclose and grant to NEORig a royalty-free, assignable and non-exclusive license to use and permit others to use Supplier's designs, processes, drawings, and technical data to permit completion by NEORig of the Order; and if (b) for convenience, the following shall apply: (i) with respect to standard/non-customized Products (not manufactured according to NEORig's proprietary specifications), no payment shall be owed by NEORig if said cancellation occurs prior to shipment/delivery of the Products. However, if said cancellation occurs after shipment/delivery of the Products, Supplier shall be paid a reasonable mutually agreed termination charge reflecting the non-recoverable packing and shipment/delivery costs incurred by Supplier, if any; and (ii) with respect to nonstandard/customized Products (manufactured according to NEORig's proprietary specifications), Supplier shall be paid a reasonable mutually agreed termination charge reflecting the work actually performed prior to cancellation, not to exceed the applicable price for the terminated part of the Order reduced by the price of work not completed (and as the case may be, by the amounts already paid in respect thereof).

4.3 With regard to Services, Supplier shall terminate all work and commitments made under or pursuant to the Order as quickly and completely as possible and shall provide written proof to NEORig that such termination has been accomplished as indicated in the termination notice. NEORig shall pay Supplier that percentage of the price set forth in the Order corresponding to the percentage of the work performed prior to the notice of termination, less all amounts previously paid, plus actual direct costs reasonably necessitated by the termination. Supplier shall not be paid for any work done after receipt of notice of termination, or for any costs incurred by Supplier's suppliers or subcontractors which Supplier could reasonably have avoided.

4.4 NEORig shall have the right to make changes in an Order, prior to or after its acceptance by Supplier. If said change(s) trigger(s) increased or decreased costs or a longer or shorter period for delivery of Products or provision of Services, or impacts any of the other conditions applicable to the Order as originally submitted, Supplier shall so notify NEORig within five (5) working days from Order change(s) receipt (unless a different period is agreed on the Order change). Failure by Supplier to do so shall constitute an unconditional waiver by Supplier to make a claim for adjustment, and be deemed acceptance to perform the Order change under the original applicable conditions (including price) as modified by the change in the Order provided by NEORig. If Supplier so notifies NEORig, the Parties shall agree on the applicable changes in the original conditions, based upon the supporting documentation submitted by Supplier, and NEORig shall elect whether to proceed or not.

4.5 Supplier shall not have the right at any time to make changes in any Order, unless NEORig expressly agrees thereto in writing.

5. HAZARDOUS SUBSTANCES

5.1 Supplier acknowledges that certain Products supplied, or Services provided under these Purchase T&C's may be hazardous or may contain hazardous material/substances to human health or the environment ("Hazardous Substances"). Accordingly, Supplier shall:

(a) notify NEORig of any Products or Services which contain/may include any potentially Hazardous Substances or which are harmful to the health or physical safety of persons or the environment even though such material/substances may only become potentially hazardous or harmful as a result of mishandling or misuse;

(b) notify NEORig of (i) the nature and hazardous and/or harmful characteristics of such Products/Services; (ii) the details of the risks such Products/Services pose, (iii) the instructions for the safe handling, storage, use and disposal of such Products, and (iv) any other information which can assist in reducing or eliminating the risks posed by such Products/ Services;

(c) declare or indicate, on applicable transportation documents issued by Supplier, in accordance with applicable laws, that said Products are or may become hazardous, or that said Services may contain hazardous material/substances; and

(d) ensure that all necessary warnings and handling instructions are clearly indicated on all containers and packing, including but not limited to any hazardous class labels.

5.2 For avoidance of doubt, the entrance of any Products and/or material/substances that contain Hazardous Substances at NEORig's premises must be prior authorized by NEORig. NEORig will be able to authorize the entrance based on the information provided by Supplier in the required notification pursuant to article 5. 1.

6. DELIVERY/ACCOMPANYING DOCUMENTS/PACKAGING

6.1 Supplier must comply with the dispatch instructions with the utmost meticulousness and ensure proper and careful packaging and the safe arrival of the Products, in good condition, at the destination specified by NEORig. Supplier shall provide each delivery with a packaging slip which shows a) the Order's number of NEORig b) the date of the Order c) the exact content of the delivery/consignment. Supplier or third parties entrusted with this task by it shall make deliveries only during the opening hours of NEORig on the scheduled delivery date, unless otherwise agreed to by NEORig, at the place indicated in the Order. Partial deliveries shall not be accepted without NEORig's prior authorization.

6.2 NEORig reserves the right to refuse acceptance of any shipment if (i) the shipment received is visibly damaged, or (ii) if the contents of the shipment do not match the Order's content. Such

rejected shipments shall be returned to the shipper at the shipper's expense, at no cost to NEORig.

6.3 Regarding all shipments delivered to 100 N FM 3083 E Conroe, Texas 77303, delivery drivers will be entering into a Foreign Trade Zone Facility and must utilize the call button, and indicate the Order's number associated with the delivery. Delivery driver must present valid identification (State Driver's License or United States Permanent Resident Card or Passport or TWIC Card). After the check point, delivery drivers must go straight to the appropriate building.

6.4 For delivery purposes, delivery drivers must present one of the following:

- a) Forwarding Company Delivery Order
- b) US Customs and Border Protection Delivery Ticket (CBP 6043)
- c) Suppliers Packing List

7. PASSING OF THE RISK

Supplier bears the risk of loss or damage to Products until the delivery is handed over at the place of use, unless otherwise is required by the Incoterm agreed in an individual case or if NEORig should carry out the dispatch for its own account.

8. LIABILITY

8.1 SUPPLIER SHALL DEFEND, INDEMNIFY AND HOLD NEORIG, ITS AFFILIATES AND ITS AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS AND INVITEES HARMLESS AGAINST ANY CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, PROCEEDINGS, AWARDS, DAMAGES, LOSSES, FINES, PENALTIES COSTS, EXPENSES AND LIABILITIES, INCLUDING LITIGATION COSTS AND REASONABLE ATTORNEY'S FEES (COLLECTIVELY, "CLAIMS") ARISING OUT OF DEATH, ILLNESS OR INJURY, LOSS, DISAPPEARANCE OR DAMAGE TO PROPERTY, OR OTHER LOSSES OR DAMAGES AS A RESULT OF, OR IN CONNECTION WITH (I) PERFORMANCE OF THESE PURCHASE T&C'S; (II) THE NEGLIGENT ACTS OR OMISSIONS OF SUPPLIER OR ANY OF ITS EMPLOYEES, AGENTS, OR CONTRACTORS UNDER OR RELATING TO THESE PURCHASE T&C'S; (III) SUPPLIER'S BREACH OF THESE PURCHASE T&C'S, INCLUDING ANY OBLIGATIONS THEREUNDER OR HEREUNDER; (IV) ANY DEFECTIVE OR ALLEGEDLY DEFECTIVE PRODUCT; AND (V) ANY CLAIM MADE BY, OR ON THE BEHALF OF, OR RELATING TO ANY SUBCONTRACTOR OF SUPPLIER.

8.2 SUPPLIER SHALL DEFEND, INDEMNIFY AND HOLD NEORIG, ITS AFFILIATES AND ITS AND THEIR CLIENTS, EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS AND INVITEES HARMLESS AGAINST ANY CLAIMS ARISING OUT OF ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT,

COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHT OR ANY LITIGATION BASED THEREON, WITH RESPECT TO ANY PRODUCTS (OR PART THEREOF), OR USE THEREOF, EXCEPT TO THE EXTENT THAT SUCH INFRINGEMENT RESULTS SOLELY FROM THE MANUFACTURE OF THE PRODUCTS PURSUANT TO DETAILED DESIGNS FURNISHED BY NEORIG. IF ANY PRODUCTS (OR PART THEREOF), OR USE THEREOF, BECOME(S), OR IN NEORIG'S OPINION, IS/ARE LIKELY TO BECOME, THE SUBJECT OF AN INFRINGEMENT CLAIM, SUPPLIER SHALL (I) PROCURE FOR NEORIG THE RIGHT TO CONTINUE THE USE THEREOF, OR (II) REPLACE OR MODIFY THE SAME SO THAT IT BECOMES NON-INFRINGEMENT (PROVIDED THE SAME LEVEL OF FUNCTIONALITY IS MAINTAINED). SUPPLIER SHALL ALSO BE LIABLE FOR ANY DAMAGES ASSESSED AGAINST NEORIG, ITS AFFILIATES OR ITS OR THEIR CLIENTS ARISING OUT OF THE USE OF THE SAME PRIOR TO THE DATE UPON WHICH SUPPLIER PERFORMED ANY OF THE FOREGOING REMEDIAL ACTIONS, AS SET FORTH ABOVE.

8.3 SUBJECT TO SECTION 8.4 BELOW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE, INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES SUSTAINED BY THE OTHER OR ITS AFFILIATE IN CONNECTION WITH THE PERFORMANCE OF THESE PURCHASE T&C'S OR ANY ORDER, INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTIONS, LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF USE OF ASSETS AND LOSS OF CONTRACTS, REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

8.4 THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 8.3 ABOVE DO NOT APPLY TO LIABILITY ARISING FROM: (A) SUPPLIER'S DUTY TO INDEMNIFY NEORIG AND ITS AFFILIATES FOR THIRD-PARTY CLAIMS UNDER THESE PURCHASE T&C'S; OR (B) GROSS NEGLIGENCE AND FRAUD.

8.5 Supplier's indemnity obligations set forth herein shall be supported by appropriate insurance policies, acceptable to NEORig.

9. ORDERS FOR PERFORMANCE/PROVISION OF MATERIALS, DRAWINGS, SAMPLES

9.1 Insofar as NEORig provides materials to Supplier for the execution of Orders, the materials provided remain the property of NEORig. Supplier is obliged to clearly mark the material provided as such and to store it separately, especially so that no mingling/combination occurs. Supplier undertakes to use the material entrusted to it only for the production contemplated by these Purchase T&C's. In the event that a loss of ownership occurs for NEORig through processing, Supplier hereby assigns to NEORig its rights of ownership arising therefrom. Moreover, Supplier is obliged to immediately notify NEORig in writing of any seizure

threatened or already executed or any other impairment of the rights of NEORig (stating the data required to protect the rights of NEORig). In case of non-compliance or any act in breach of the points above, NEORig shall be entitled to damages from Supplier. In addition, Supplier is obligated to insure the material provided by NEORig at its own expense against all customary risks.

9.2 Insofar as manufacturing means such as models, samples, tools and similar have been manufactured in whole or in part at the expense of NEORig, these shall pass into the ownership of NEORig upon completion of production. Drawings, models, samples and similar items sent to Supplier remain the property of NEORig. They, as well as goods produced on the basis of these, may not be provided to third parties or used for advertising purposes without the prior written approval of NEORig. Supplier shall store them carefully, maintain them and renew them so that they can be used at any time. All NEORig property listed in this section shall be returned to NEORig after the delivery of the Order at the latest. NEORig is entitled to demand the surrender thereof from Supplier at any time. If Supplier fails to comply with these obligations, NEORig shall be entitled to damages.

10. ASSIGNMENT/PLACE OF PERFORMANCE/PLACE OF JURISDICTION

10.1 Without the prior written approval of NEORig, Supplier is not permitted to transfer, assign or pledge the delivery commitment or the payment claim under these Purchase T&C's in part or in whole to third parties. Neither Party shall, without the prior written consent of the other Party, have the right to assign its rights or obligations under these Purchase T&C's to another party. Any purported assignment without such consent shall be null and void.

10.2 The place of performance for the delivery is the forwarding address stated in the Order placed by NEORig.

11. PARTIAL INVALIDITY

11.1 Any provision of these Purchase T&C's which in any way contravenes applicable laws or regulations shall be deemed severable to the extent of such contravention, and the legality, validity or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The provisions hereof shall, to the extent legally possible, prevail (and to the extent legally impossible, be amended accordingly). The Parties shall promptly negotiate to restore the provisions hereof as near as possible to its original intent and economic effect.

12. TAXES

12.1 Except as otherwise agreed by the Parties in writing, the prices (rates of compensation) provided under these Purchase T&C's shall include all applicable taxes, duties, and levies including, without limitation, those described in Articles 12.2, 12.3, 12.4, and 12.6, paid,

payable, levied or assessed on Supplier or any of its employees, agents, subcontractors and similar by the relevant government, arising directly or indirectly for the performance of the Services and/or sale of Products by Supplier under these Purchase T&C's.

12.2 Supplier shall assume full and exclusive liability for the payment of all taxes (and associated penalties and interest) including, by way of illustration and not limitation, corporate tax, income tax, branch profit tax, capital gains tax, or franchise tax payable, levied, imposed, or assessed upon the revenue, profits, or assumed profits of Supplier arising directly or indirectly from the performance of these Purchase T&C's.

12.3 Supplier shall assume full and exclusive liability for the payment of all taxes (and associated penalties and interest), including, by way of illustration and not limitation, personal income tax, employment compensation insurance, old age benefits, welfare funds, pensions and annuities, national insurance contributions, social security benefits and disability insurance, and similar charges payable, levied or imposed on any of its employees, subcontractors or agents and arising directly or indirectly from the performance of these Purchase T&C's.

12.4 Supplier shall assume full and exclusive liability for the payment of all taxes (and associated penalties and interest), including, by way of illustration and not limitation, sales and use tax, value-added tax, customs and import duties and levies and similar charges payable, levied or imposed on the procurement of goods by Supplier or any of its employees, subcontractors or agents and arising directly or indirectly from the performance of these Purchase T&C's.

12.5 The prices set forth in the These Purchase T&C's and/or the applicable Orders are exclusive of Value Added Tax and/or Sales Tax. Notwithstanding the provisions of Article 12.4, if applicable, Value Added Tax and/or Sales Tax will be added to Supplier's invoices and such invoices will be presented in accordance with applicable regulations with respect to Value Added Tax and/or Sales Tax.

12.6 NEORig may, without liability to Supplier, withhold any taxes or other government charges or levies from any payments which would otherwise be made by NEORig to Supplier to the extent that such withholding may be required by the existing or future legislation, orders, rules or directions of any competent taxing authority. NEORig shall provide a receipt in respect of any tax withheld. Where the requirements for any withholding are avoided by Supplier holding an appropriate valid exemption certificate it is the duty of Supplier to: (a) inform NEORig on a timely basis that such a certificate is held and to inform NEORig of any change to or cancellation of the certificate and; (b) provide copies of the certificate or any other proper documentation evidencing the exemption or any further information that may be required to avoid such withholding. Failure on the part of NEORig to withhold or deduct any taxes from Supplier does not remove the liability for those taxes from being declared and paid by Supplier.

12.7 SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD NEORIG HARMLESS FROM LIABILITY TO ANY COMPETENT AUTHORITY RESULTING FROM SUPPLIER'S FAILURE TO (I) MAKE TIMELY PAYMENT OF OR PAY ANY OF THE CHARGES SPECIFIED IN ARTICLES 12.2, 12.3, 12.4 OR 12.6 ABOVE, INCLUDING INTEREST,

PENALTIES AND ANY OTHER LIABILITY ARISING FROM SUCH FAILURE, OR (II) COMPLY WITH THE REPORTING, FILING OR OTHER PROCEDURAL REQUIREMENTS WITH RESPECT TO THEIR PAYMENT.

12.8 In the event that NEORig receives a direct request from any governmental authority requesting information regarding Supplier, and upon written request by NEORig, Supplier shall provide evidence to confirm Supplier's compliance with governmental tax reporting and payment obligations.

13. NON-EXCLUSIVE RELATIONSHIP; NO COMMITMENT TO BUY

13.1 The relationship between the Parties hereunder shall be non-exclusive. Provided however, if the Products and/or Services are customized for NEORig in accordance with NEORig's proprietary specifications, designs and requirements, Supplier shall not supply, manufacture, offer to supply or manufacture, or sell to others the customized Products and/or provide Services, unless otherwise expressly agreed by NEORig in writing.

13.2 NEORig makes no commitment of any kind with respect to a business volume or the like, notwithstanding anything herein to the contrary.

14. WARRANTIES; QUALITY & INSPECTION

14.1 Supplier warrants that the Products shall (i) for a period of twelve (12) months from the date of delivery to NEORig conform to the applicable specifications, or otherwise, if for a lesser period, conform to the applicable manufacturer's warranty, which Supplier shall transfer to NEORig, (ii) be merchantable, free from defects in workmanship, materials, manufacture and design, fit for the purposes intended and new (unless otherwise agreed by NEORig), (iii) be certified (if applicable), and comply with all applicable laws (including without limitation environmental and safety laws, rules and regulations) and as applicable, and (iv) Supplier shall have good and marketable title to all Products delivered to NEORig, free from and clear of any liens or encumbrances.

14.2 Supplier warrants that the Services shall be performed (i) by skilled, qualified and experienced personnel, (ii) in a timely, workmanlike, safe and diligent manner, (iii) and in accordance with the customary industry standards. Evidence of qualified personnel or processes shall be provided to NEORig, if requested.

14.3 The foregoing warranties shall apply to the benefit of NEORig, its Affiliate(s), or its or their clients, and shall not be affected by delivery to, or inspection, acceptance or payment by NEORig. If any Products delivered are found not to be as warranted, NEORig may return the same to Supplier, at Supplier's expense and risk, for correction, replacement or credit, as NEORig may direct. Any Products repaired or replaced shall be warranted to the same extent as Products initially furnished. If any Service(s) is not performed in accordance with the foregoing, Supplier shall re-perform the same and take all such actions as are required to rectify the matter,

at Supplier's expense and risk. The warranties set forth in this Article 14 do not apply in lieu of, but in addition to, all other warranties, terms, representations or guarantees (whether express or implied), and the remedies set forth in this Article 14 do not apply in lieu of, but in addition to, all other remedies available at law, in contract, in equity or otherwise.

14.4 Supplier agrees that before starting the performance hereof, it shall, as applicable, have implemented and properly documented a Quality Assurance program, which is subject to audit by NEORig at any time during the validity of these Purchase T&C's.

14.5 Supplier shall make a full inspection prior to shipment of the Products manufactured as specified in an Order. All items the Supplier elects to outsource to, or purchase directly from, a third party shall have an accompanying "Certificate of Conformance" or inspection report. Results of inspections or "Certificates of Conformance" shall be available for provision to NEORig, if requested. Prior to the acceptance and/or payment NEORig can, at its sole discretion, also make a full inspection of such Products. Small consumable items and components are exempt from requiring an inspection report, but must possess proper identification upon delivery.

14.6 Supplier shall provide all applicable supporting documentation based on product or service being provided, at a minimum, in an electronic format to NEORig within 30 days of delivery. All documentation shall be addressed to the NEORig Quality email address (quality@neo-rig.com).

14.7 Regardless of where/when title to the Products is transferred, the risk of loss of, or damage to, the Products shall pass to NEORig upon delivery.

14.8 All delivered products shall be marked, either by temporary or permanent means, to clearly indicate the NEORig Purchase Order Number and individual piece identification number (NEORig material number, drawing number, etc.) as called out on the agreed Purchase Order between Supplier and NEORig. Small parts and components shall have identification present on the packaging, while large components shall have identification present directly on the item. Failure to do so will result in products being rejected and returned to the supplier at supplier's cost so that proper marking and identification can be obtained.

14.9 If after delivery of the Products to NEORig, the Products are sent back to Supplier's facility for Supplier to assess the need and cost of repairs not covered under the warranty (if any), the risk of loss of, or damage to, such Products while at Supplier's facility (excluding the transport phase to and from said facility, unless otherwise agreed by the Parties) shall be borne by Supplier.

14.10 NEORig shall notify Supplier of any defects in the Products it receives from Supplier within two weeks after discovery thereof.

14.11 The statutory periods for the limitation of claims based on defects apply. The elimination of defects or the delivery of replacements including any dismantling or reassembly shall be carried out free of charge for NEORig. All the costs incurred in this connection for NEORig shall be borne by Supplier. This is without prejudice to any further claims for damages.

15. LIENS

15.1 Supplier agrees that it shall not allow any liens to attach to the Products and/or any property of NEORig, and it shall furnish, upon request, receipts and releases showing that all related costs and expenses have been paid. Supplier shall indemnify and hold NEORig harmless from any and all such liens and/or claims.

16. REPLACEMENT PARTS / PARTS SUBJECT TO WEAR FOR NEORIG CUSTOMERS

16.1 Supplier shall guarantee not to sell any replacement parts or parts subject to wear to NEORig's customers without the prior written consent of NEORig.

17. INTELLECTUAL PROPERTY RIGHTS

17.1 Nothing in these Purchase T&C's shall be construed as granting any rights under any patents, trademarks, copyrights, or other intellectual property of the Parties, or to the Confidential Information of the Parties (as defined in Article 18).

17.2 Any NEORig Background Intellectual Property will remain the exclusive property of NEORig whether or not such Background Intellectual Property is used in the performance of an Order. Any Supplier Background Intellectual Property will remain the exclusive property of Supplier whether or not such Background Intellectual Property is used in the performance of an Order. "*Background Intellectual Property*" means intellectual property relevant to the Products or Services and already owned by the Party on the Effective Date of these Purchase T&C's or intellectual property created outside of these Purchase T&C's after its Effective Date.

18. CONFIDENTIALITY

18.1 Supplier agrees to hold any and all written and verbal information received from NEORig in relation to these Purchase T&C's, which includes NEORig's processes, procedures and practices ("Confidential Information") in strict confidence, and not to disclose any of it in any form to any third Party or use any of it other than in accordance with these Purchase T&C's.

18.2 The following cases of disclosure of Confidential Information do not constitute a violation of the confidentiality duty set forth in this clause the information:

- i. The Information is or comes into public domain otherwise than by the recipient Party or its Affiliates or their respective employee's breach of this Agreement;
- ii. Disclosure of the Information is ordered by a court of competent jurisdiction;
- iii. Disclosure of the Information is required by a Government Agency or a stock exchange consequent upon a justifiable request or requirement for disclosure;

iv. Disclosure of the Information is required to an Affiliate provided that prior to disclosure the Affiliate has undertaken to comply with this clause as if it were a party to this Agreement; or

v. Disclosure of Information is made with the prior written consent of the other Party.

18.3 Supplier shall undertake to keep confidential any and all Confidential Information it receives from NEORig, which shall not be used for any purpose other than provided for hereunder without the previous and written authorization of NEORig. The failure to comply with the confidentiality obligations provided for hereunder shall cause:

a) The termination of the Purchase T&C's, if still in force;

b) In any event, the obligation of the Supplier who failed to comply with the confidentiality duty is to indemnify NEORig for any losses and damages to be ascertained by the Court, including, but not limited to, loss of profits arising out of the same fact;

c) The application of the sanctions under the applicable Law.

19. BUSINESS CONDUCT

DEFINITIONS for the purpose of this Business Conduct clause:

Anti-Corruption Compliance Due Diligence means a dedicated process to allow the identification and assessment of any warning flags. "Warning flags" are facts or circumstances which may cause a reasonable person to suspect that the proposed Supplier Group may have engaged or may engage in bribery. Warning flags will be deemed to exist whenever some fact or circumstance suggests that the particular relationship involves a likely risk of bribery. If a warning flag is identified, careful consideration must be given to the steps that should be taken to eliminate or mitigate the bribery risk the particular relationship may present.

Anticorruption Laws means the UK Bribery Act 2010 (UKBA), the US Foreign Corrupt Practices Act 1977 (FCPA) as amended from time to time and all other applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit bribing, or providing of unlawful improper payments in any form including facilitation payments or other benefits to Government Officials or any other Persons.

Close Family Member means the Government Official's spouse or partner, the Government Official's and spouse's or partner grandparents, parents, siblings, children, nieces, nephews, aunts, uncles and first cousins; the spouse of any of these people; and any other individuals who share the same household with the Government Official.

Facilitation Payment is giving of anything of value to speed up an on-going process and/or routine government action (for example, customs inspections, visa processing, and certain permits/licenses). These routine actions would be ordinarily and commonly performed by the Government Official, and nondiscretionary, that is, for something to which the payer is already legitimately entitled.

Government Official means (1) any director, officer or employee of any Public Body including (a) employees paid full time or part time, (b) consultants and contractors of any government department or agency whether executive, legislative or judicial branches of government at all levels from national, state, local or town level. (2) All employees of national oil companies and national services companies; (3) any person acting in an official capacity for or on its behalf; (4) any officer or employee or candidate of any political party or faction; (5) anyone otherwise holding a legislative, administrative or judicial position at any Public Body; (6) any director, officer or employee of any public international organization (e.g. The United Nations or World Bank). Government Official also includes immediate Close Family Members of anyone described above.

Improper Payment means the offer, promise, authorization, request, acceptance or agreement, whether directly or indirectly, to give or receive anything of value (whether nominal or otherwise) including Facilitation Payments, in order to (1) improperly influence someone's judgment about NEORig; (2) improperly gain advantage when selling NEORig goods and services, conducting business transactions, or representing NEORig interests; or (3) influence the use of discretionary authority by any Government Official or Persons.

Key Employees means any of Supplier officers, managers, directors and employees responsible for directly providing services or works to NEORig under this contract.

Persons or Person means any corporation (including corporate body in any form), partnership (limited or unlimited), instrumentality, unincorporated venture or association and individual.

Public Body means any central or local government, or any ministry, department, agency, organ or instrumentality of state, or entity owned or controlled by, a government or state.

Supplier/Supplier Group means (i) officers and employees of Supplier; and (ii) affiliates, contractors, subcontractors, agents, consultants, invites (including its officers and its employees) of any tier, whether contracted directly or indirectly.

19.1 For the purpose of these Purchase T&C's, Supplier agrees and undertakes that all work provided and transactions executed under these Purchase T&C's will comply with Anticorruption Laws. To ensure compliance with Anticorruption Laws Supplier shall maintain and enforce its own internal rules in compliance with this Clause.

19.2 The Parties agree with respect to these Purchase T&C's that Anticorruption Laws and this Clause shall apply to Supplier and Supplier Group irrespective of whether Supplier and Supplier Group are subject to Anticorruption Laws.

19.3 Supplier represents and warrants that it has complied with this Clause and Anticorruption Laws for the purpose of securing, performing, maintaining and extending these Purchase T&C's whether directly or indirectly and that this award, appointment, maintenance and/or extension was expressly made on the basis that this clause and Anticorruption Laws has not and will not be breached.

19.4 Supplier shall not under any circumstances whatsoever offer, promise or make any gift, payment, loan, reward, inducement, benefit or other advantage to any of NEORig's directors, officers, employees, or agents that is above a nominal value of two hundred US Dollars (\$ 200); or in any manner that is deemed excessive or extravagant; or in the case of an event (including sporting or other entertainment events), where the Supplier does not attend.

19.5 NEORig expressly prohibits the making, offering, promising, receiving and/or authorizing Improper Payments to any Government Official or Person. Supplier warrants and undertakes that it has not and will not make, offer, promise, receive or authorize any Improper Payment whether directly, indirectly or through any Person or entity to influence an act of a Government Official, Public Body and/or Person or to obtain, maintain, retain business or gain an improper advantage from the Government Official and/or Person. For avoidance of doubt Improper Payment shall include but shall not be limited to the offer, promise, payment of available funds, favor, gifts, entertainment, excessive promotional activities, investment opportunities, in-kind contribution, stocks, options, contracts or a promise that has a value or can be exchanged for a value and/or benefit and also creation of a favorable or easier working condition whether in the present or in the future.

19.6 Supplier also warrants and represents, having made reasonable enquiries that neither the Supplier nor Supplier Group:

- (a) has been convicted of any offence involving bribery, corruption, fraud, dishonesty or trade control regulation;
- (b) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence involving bribery, corruption, fraud, dishonesty or breach of trade control regulation; or
- (c) has been or is listed by any government agency or development bank as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in procurement programs or contracts run or offered by such agency or development bank.
- (d) unless disclosed in writing to NEORig, no Government Official or Close Family Member owns or possesses, directly or indirectly, shares or any other beneficial interest in Supplier and/or Supplier Group (other than through ownership of publicly traded securities that is not sufficient to constitute a controlling interest), or is a director, agent, consultant or representative of Supplier and/or Supplier Group or has a direct or indirect interest in Supplier and/or Supplier Group or this Contract and (ii) has no active political role in the country(ies) where the Contract will be performed.

19.7. Supplier shall cause and ensures that:

- (a) any payment or advantage made or given to anyone on behalf, or for the benefit of NEORig is properly and accurately recorded in Supplier's books and records, including its amount, purpose and receipt, which records shall be maintained with supporting documentation for the duration of the applicable status of limitation period. It is strictly prohibited for the Supplier to keep inaccurate or false records for example misstatement

of payment amounts; disguise of the purpose of the payment, creation of payment recipient, forgery or cover-up of payment authorization;

- (b) its employees and Supplier Group acts in compliance with Anticorruption Laws and the obligations set forth in this Clause. Supplier agrees that it shall be liable for all acts or omissions whether directly or indirectly of its employees and Supplier Group as if such acts or omissions were the acts or omissions of Supplier and as if all references in this Clause to Supplier were references to its employees and Supplier Group;
- (c) the terms in this Clause are included in the contract between Supplier and Supplier Group (“Relevant Terms”). Supplier shall be responsible for the observance and performance of the Relevant Terms by Supplier Group and shall be directly liable to NEORig for any breach of any of the Relevant Terms;
- (d) all Key Employees are trained on Anticorruption Laws;
- (e) Supplier Group is duly informed regarding their reporting obligation set in this clause 19.7.

19.8 Supplier shall immediately notify NEORig in writing if, at any time during the term of these Purchase T&C’s, its circumstances, knowledge or awareness changes such that:

- (a) it is not able to comply with this Clause or is aware of or suspecting that there has been a potential or actual breach of this Clause and Anticorruption Laws by Supplier Group;
- (b) is aware of or suspecting that a Government Official or Close Family Member owns or acquires, directly or indirectly, shares or any other beneficial interest in Supplier and which ownership is sufficient to create a controlling interest, or is or becomes a director, officer or individually an agent of Supplier;
- (c) Supplier has or is actively involved in a political role in the country; or Supplier becomes a shareholder or an employee of a current client of NEORig;
- (d) of any request or demand for any undue financial or other advantage of any kind received by Supplier in connection with the performance of this Contract;
- (e) if any NEORig employee solicits or requests gifts, entertainments or other personal advantages (financial or otherwise) from Supplier or Supplier Group; and/or
- (f) if Supplier or any of Supplier Group; has been convicted or may potentially be convicted or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence involving bribery, corruption, fraud, dishonesty or breach of trade control regulation; or has been or is listed by any government agency or development bank as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in procurement programs or contracts run or offered by such agency or development bank.

19.9 Where applicable, Supplier shall ensure that there is a written contract between Supplier and any of its subcontractors supplying services or goods in connection with these Purchase T&C’s which imposes terms equivalent to those imposed on Supplier in this Article 19. Supplier shall be responsible for the observance and performance of the subcontractor , and shall be directly liable to NEORig for any breach of this Clause.

19.10 TO THE EXTENT PERMITTED BY LAW, SUPPLIER SHALL INDEMNIFY NEORIG AGAINST ANY ACTIONS, CLAIMS, PROCEEDINGS, DEMANDS, LOSSES, LIABILITIES, DAMAGES, COSTS (INCLUDING LEGAL FEES), FINES, PENALTIES AND/OR EXPENSES SUFFERED OR INCURRED BY NEORIG AS A RESULT OF ANY BREACH OF THIS CLAUSE BY SUPPLIER, SUPPLIER GROUP OR ITS SUBCONTRACTOR.

20. COMPLIANCE WITH LAWS.

In the performance of these Purchase T&C's, Parties shall comply, and shall require each of its employees, agents, representatives, subcontractors, and invitees to comply, with the requirements of any and all applicable laws, regulations, rules, and orders of any governmental body having or claiming to have jurisdiction over the performance under this Purchase T&C's.

21. HSE

Supplier shall comply with the NEORig HSE Policy attached hereto as Exhibit A.

22. TRADE CONTROL COMPLIANCE

22.1 The Parties shall not act in a manner in which may cause either Party to be in violation of applicable United States trade laws and regulations, including but not limited to the Export Administration Act of 1979.

22.2 Without limitation to the generality of the foregoing, both Parties shall strictly comply with, and adhere to, all applicable U.S. and non-U.S. laws and regulations pertaining to environment, health and safety, economic sanctions laws, trade, import and export control. Specifically, both Parties covenant that neither Party shall directly or indirectly sell, provide, export, re-export, transfer, divert, loan, lease, consign, or otherwise release or dispose of any equipment, product, commodities, services, software, source code, or technology received under these Purchase T&C's to or via any individual, entity, or destination, or for any use prohibited by the laws or regulations of the United States or any other applicable jurisdiction without having obtained prior authorization from the competent governmental authorities as required by all such laws and regulations. Notwithstanding any other provision of these Purchase T&C's, both Parties shall refrain from taking and shall not take or be required to take any action prohibited or penalized under the laws of the United States or any applicable jurisdiction. Supplier shall provide NEORig with the Export Commodity Classification Numbers ("ECCN"), Harmonized Tariff Classifications ("HTC"), and Country of Origin information for each Product. Supplier shall also provide any additional information that may affect the movement, classification, or treatment of the Product upon import or export, including whether the Product is eligible for preferential tax or tariff treatment (such as preferential certificates of origin as governed by any applicable bi-lateral or regional free trade agreements). For those Suppliers with Catalogs,

Supplier shall provide the ECCN, HTC, and Country of Origin as part of the catalog completion. If no catalog, Supplier shall provide the required information on the invoice and other related documentation unless requested by NEORig at an earlier point in the transaction.

23. NOTICES

23.1 Legal notices that are to be delivered to the Parties pursuant to these Purchase T&C's shall be sent by registered mail, return receipt requested.

The contact details are as follows:

To: NEORig / BAUER Manufacturing LLC

Attention to: Supply Chain Manager

Address: 100 N FM 3083 E Conroe, Texas 77303

In addition to delivery to the addresses above, all legal notices to NEORig shall be scanned and sent by e-mail to: customer.service@neo-rig.com

24. INDEPENDENT CONTRACTOR

24.1 The purchase/delivery relationship contemplated herein between Supplier and NEORig shall not be construed as creating a joint venture, partnership or the like. Neither Party shall act or be deemed to act on behalf of the other Party (or its affiliates), or have the right to bind the other Party (or its affiliates). Each Party shall remain an independent entity, and act as an independent contractor.

25. DISPUTES, GOVERNING LAW AND JURISDICTION

25.1 These Purchase T&C's shall be governed by, and construed in accordance with, the laws of the State of Texas (USA), excluding any conflict of laws principle that would refer to the laws of another jurisdiction.

25.2 Any dispute that cannot be settled amicably shall be resolved by arbitration, which shall be the exclusive method of formal dispute resolution under these Purchase T&C's. Such arbitration shall be held in English, at a mutually agreeable location in accordance with the (i) commercial arbitration rules of the American Arbitration Association for contracts entered into in the United States, and rules of conciliation and arbitration of the International Chamber of Commerce for all other contracts entered into outside the United States. Nothing herein shall, however, prohibit a Party from seeking temporary or preliminary injunctive relief in a court of competent jurisdiction. The Parties expressly consent to arbitration and waive any right of appeal to any court from any arbitral award (which shall be final and binding upon the Parties).

25.3 The Parties agree that the application of the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from these Purchase T&C's.

26. GENERAL LEGAL PROVISIONS

26.1 "Affiliate" of a Party means an entity that controls or is controlled by that Party, or an entity that is controlled by the same entity that controls the Party. Control means having the right to decide, directly or indirectly, the manner of exercising more than fifty percent (50%) of the votes in a general meeting of an entity or more than fifty percent (50%) of the votes in a meeting of the executive body of an entity.

26.2 These Purchase T&C's and any terms and conditions referred to herein embody the entire agreement between the Parties with respect to the subject matter hereof, and prevail over any previous oral or written understandings, commitments or agreements pertaining to the subject matter hereof. The Agreement shall not be modified in any manner, except by a written instrument duly signed by each Party.

26.3 The provisions of these Purchase T&C's which by their nature are intended to survive the termination or expiry of these Purchase T&C's (including without limitation warranty, indemnity/liability, intellectual property and confidentiality provisions) shall remain in full force and effect after said termination or expiry.

26.4 The rights and remedies of NEORig hereunder are not exclusive, and apply in addition to any other rights and remedies available at law, in contract, in equity or otherwise.

26.5 NEORig may, upon written request, review or audit Supplier's compliance with its obligations under these Purchase T&C's and Supplier shall provide to NEORig access at reasonable hours to records at Supplier's facilities at or from which such works are (or were) being provided, in order to facilitate timely completion of such review or audit. Access to Supplier's facilities by an independent third party appointed by NEORig shall be subject to such independent third party representative agreeing to maintain confidentiality in respect of the information obtained provided that such shall not preclude disclosure to NEORig. The right of audit shall not extend to any of Supplier's confidential information, trade secrets, proprietary information, formulas, processes, payroll records, or any components of Supplier's fixed sums, rates or mark-ups.