1. **General Information**

1.1 Unless otherwise specified in the Purchase Order, the following terms and conditions of purchase (hereinafter “Conditions of Purchase”) aim at establishing the terms and conditions pertaining to the purchase of product, studies, materials and/or services (hereinafter referred to as “Supplies”) that shall apply between Wellwise Oilfield Services Limited (hereinafter “WELLWISE”) and its suppliers or service providers (hereinafter “Supplier”) whenever not expressly stipulated to the contrary to the general terms and conditions of sales of any such Supplier.

2. **Purchase Order**

2.1 The Purchase Order includes, but is not limited to, the following documents:

— The order form on which are listed the specific conditions applicable to the purchase.
— The technical specifications, plans, or any other item which is relevant to the purchase which defines the supplies,
— These Conditions of purchase by reference
— The technical and administrative instructions defining the procedures to be followed by each party to complete the Purchase Order to Satisfaction

2.2 It is expressly agreed that whenever the Supplier judges that certain purchase specifications are omitted or formulated in an incorrect or contradictory manner in the purchase order, Supplier shall immediately notify WELLWISE in writing to ensure that the final wording of the Purchase Order will correspond to WELLWISE requirements, particularly with regards to the quantitative and qualitative specifications.

2.3 To be deemed valid, the order form of the purchase order must be signed by an authorised representative of WELLWISE Purchasing department. This form shall carry a Purchase Order Number and an issuance date that the supplier must refer at all times.

3. **Acceptance of the Order**

3.1 The Supplier must confirm its Acceptance by returned fax, which shall be initialed, dated and signed, no later than five (5) calendar days after receipt of the Purchase Order. WELLWISE may cancel the Purchase Order without prejudice if WELLWISE has not received the acknowledgement of receipt within two (2) weeks of issuance the Purchase Order.

3.2 Any changes made by the Supplier to any of the Purchase Order terms specifications and instructions shall not be binding without formal written consent from an authorised representative of WELLWISE's Purchasing Department.

4. **Changes to the Order**

4.1 During the completion of the Purchase Order, WELLWISE shall be entitled to modify conditions such as packing and/or transfer methods, place of delivery or receipt, adjustments to the delivery and/or completion schedule and increases or decreases to the quantities ordered within plus or minus thirty percent (30%). The Supplier has a period of five (5) business days from the change request to inform WELLWISE in writing with any useful justifications, of the effect these requested changes may have on price conditions and/or deadlines. After this date WELLWISE will not be
WELLWISE – GENERAL CONDITIONS OF PURCHASE

obliged to accept any claims and/or objections from the Supplier.

5. Assignment – Outsourcing
5.1 The Supplier may not assign the Purchase Order to third parties, even in part, without prior written consent from WELLWISE to outsource the completion of all or part of the Purchase Order.
5.2 The acceptance by WELLWISE of any subcontractor appointed by Supplier shall by no means relieve the Supplier of its contractual obligations and responsibilities.

6. Monitoring and Inspection
6.1 Upon WELLWISE’s ‘s request, the Supplier shall give WELLWISE representatives free access to its services and workshops during working days and hours and shall hand over to WELLWISE’s representatives all documents relating to the Purchase Order completion process that WELLWISE may request. This access to Suppliers Premises shall be granted at all times, from the Purchase Orders submission to its full completion.
6.2 The Supplier shall make available to WELLWISE all the necessary support required to carry out these inspections.
6.3 These inspections shall by no means relieve the Supplier of its obligations, in particular the obligation to fulfill the Purchase Order in strict compliance with the agreed terms and conditions. Inspections do not constitute an approval of the Supplies and shall not prejudice WELLWISE’s rights.

7. Deadlines
7.1 Delivery dates specified in the Purchase Order are the Supplies arrival dates at the point of delivery
7.2 Prompt delivery is an essential Purchase Order requirement. Whenever Supplier suspects that the agreed to delivery date may not be met, the Supplier shall immediately notify WELLWISE in writing of the reasons and extent of the expected delay and the measures immediately taken, at its own expenses, to avoid or reduce the expected delay.
7.3 After three (3) weeks beyond the deadline contractually scheduled for delivery, WELLWISE may in its sole discretion cancel the Purchase Order in full or in part of the Supplies without prejudice to any damages WELLWISE may claim and without entitling the Supplier to any compensation

8. Prices
8.1 Purchase Order prices exclude VAT. They are final and not modifiable

9. Delivery
9.1 The Supplies must be packaged in new packaging suited to the container mode of transport, storage and final destination.
9.2 Any delivery not accompanied by a shipping document detailing at least the following information may be rejected by WELLWISE:
   — Purchase Order Number appearing on the order form
   — Quantity delivered
   — Gross and net weight and volume
9.3 Early or partial deliveries can be effected by Supplier only with prior written consent from WELLWISE’s Purchasing Department. WELLWISE reserves the right to return deliveries not complying with the Purchase Order, particularly in the event of surplus quantities of Supplies, or to alternatively store the Supplies at the exclusive expense of the Supplier.

9.4 Technical documents, certificates, reports and any other documentation required in the Purchase Order are an integral part of the supplies. The Purchase order shall be considered incomplete until the necessary documents are delivered. If these documents are not submitted, WELLWISE reserves the right to postpone payment of Supplier invoice(s) until documents receipt.

9.5 Unless otherwise stated in the Purchase Order WELLWISE will pronounce acceptance of the Supplies delivered within fifteen (15) days of delivery or completion. This WELLWISE’s approval is meant to confirm conformity of the Supplies with the Purchase Order. It does not preclude any defects, errors or failures that might appear at a later time. Therefore, the delivery is at all times acceptable “with all proper reserves”.

9.6 In the event that all or part of the Supplies delivered does not confirm to the Purchase Order, WELLWISE reserves the right to reject all or part of the Supplies delivered and the Supplier will be required to replace such rejected Supplies with items that comply with the Purchase Order.

9.7 Any Supplies rejected by WELLWISE will be recovered by the Supplier within Eight (8) working day of receipt of rejection notice issued by an authorized representative of WELLWISE’s Purchasing Department.

10. Invoicing – Payment

10.1 Invoices and installments requests must be addressed to WELLWISE, to the attention of the Accounts Department in at least two (2) copies, indicating the Purchase Order number and references, the place of origin and customs code of the goods, the intra-community VAT number of the Supplier, accompanied by the document referring to the initiating cause for payment. Invoices and Installment requests must be established in the currency specified in the Purchase Order.

10.2 Any partial invoicing of a Purchase Order will only be accepted under the condition that the corresponding partial delivery has been agreed to beforehand in writing by an authorised representative of WELLWISE’s Purchasing Department.

10.3 Provided that the Supplies have been formally accepted and declared conform by WELLWISE, Suppliers invoices shall be paid except stipulated otherwise in the purchase Order, Sixty (60) days from the end of the month invoice is received and accepted unreservedly, on the fifteenth (15th) of the following month.

10.4 The method of payment is as indicated on the Purchase Order, Usually by wire transfer.

10.5 The payment of an invoice does not affect WELLWISE’s right to question in writing any unjustified charges.
11. Transfer Of Ownership
11.1 Unless otherwise stipulated, the transfer of ownership of the Supplies shall occur on the day of delivery of the Supplies or the day WELLWISE receives the services or work previously ordered.
11.2 The transfer of ownership of the Supplies does not affect in any manner the obligations of the Supplier geared to acceptance of the Purchase Order.
11.3 Any ownership retention is deemed unwritten.

12. Components Supplied By WELLWISE
12.1 Any component provided by WELLWISE to Supplier for the purpose of the Purchase Order remains at all times and under all circumstances the property of WELLWISE.
12.2 The Supplier is obliged to clearly identify them especially vis-à-vis third parties
12.3 The Supplier must ensure that they are well preserved, particularly during storage and handling/transportation.

13. Models and Tools
13.1 The drawings, models and tools provided to the Supplier remain the exclusive property of WELLWISE. Model and tools created by the Supplier for the completion of the Purchase Order become the property of WELLWISE upon creation. They will be permanently identified in a legible manner as belonging to WELLWISE and will be passed on to WELLWISE upon request.
13.2 All necessary models and tools and corresponding plans to carry out the Purchase Order should be exclusively for that purpose. They may not be used, reproduced or disclosed by Supplier to third parties without prior written permission of WELLWISE.

14. Confidentiality
14.1 All written or oral information conveyed by WELLWISE to the Supplier related to WELLWISE expertise, specifications, procedures, requirements and other technical information, documents and data should be treated as confidential and shall not be disclosed to third parties without WELLWISE prior written consent. This information may be used exclusively to carry out the Purchase Order or to prepare bids or quotes for WELLWISE.
14.2 The property rights and the copyrights relative to designs, drawings, samples and other documents delivered to the Supplier or specifically created by the Supplier for the realisation of Supplies ordered by WELLWISE, including photographs, shall be deemed exclusive property of WELLWISE and shall not be reproduced at any time or disclosed to third parties without WELLWISE’s prior written consent.

15. Warranty
15.1 In addition to the legal Guarantee for defects or latent defects, the Supplier ensures the compliance of the delivered Supplies with their specifications and applicable laws and regulations. Except otherwise specified in the Purchase Order, the warranty for Supplies shall extend over a period of one year following acceptance of the delivery by WELLWISE.
15.2 In the event WELLWISE detects an anomaly or a defect in the Supplies, WELLWISE shall promptly inform the Supplier in writing, stating the nature of the anomaly or defect. Up to the expiration of the warranty period, the Supplier is required to immediately provider at its own
expenses any replacements, repairs, modifications and/or improvements necessary for upholding the characteristics, performance and yields guaranteed to WELLWISE.

15.3 Any repair or replacement in full or in part of the Supplies under warranty entails the renewal of the original one year warranty period from the day of the complete repair or replacement of the defective Supplies.

16. Should the Supplier fail in its obligation to correct, repair or replace the defective Supplies delivered, and in order to ensure their compliance with the specifications, WELLWISE reserves the right, following Suppliers non-response to due notification within eight calendar days, to request a third party of its choice to perform that obligation at the expense and risk of the Supplier.

17. Force Majeure

17.1 Neither party will be liable for any failure to perform acts, other than payment obligations, due to unforeseen circumstances or causes beyond the parties’ reasonable control, as defined by the courts. Force Majeure only releases the party asserting the latter from its contractual obligations within the extent and duration of prevention from fulfilling them. Each party shall bear the burden of all expenses incumbent upon it and which arise from the occurrence of Force Majeure.

17.2 The party affected by Force Majeure shall promptly notify the other by fax or email confirmed by registered letter with acknowledgement of receipt, together with such evidence in verification thereof. The other party reserves the right to verify and inspect the facts. The party asserting Force Majeure shall use its best endeavors to minimize the negative impact resulting from this situation.

17.3 In any case, strikes conducted by the Suppliers personnel or the personnel of its suppliers do not relieve the Suppliers from liability in the event of any delay or delivery impediment.

17.4 Should the event that gives rise to the Force Majeure continue for more than thirty (30) consecutive calendar days, the party not affected by the Force Majeure may terminate the outstanding Purchase Order immediately and automatically without compensation to the other party.

18. Termination

18.1 In the event of failure in whole or in part by the Supplier to fulfill any of its obligations under this Purchase Order, the latter may be terminated or cancelled by WELLWISE without any legal formality, by registered letter with acknowledgement of receipt, eight (8) calendar days after receipt of this letter, without prejudice to any damages that could be charged to the Supplier and late penalties incurred up to the date of termination or cancellation. The Supplier must refund and/or submit to WELLWISE, no later than one (1) month after receipt of the aforementioned registered letter:

a) If the Purchase Order is cancelled: Any amounts that would have been paid as an advance, installment or for any other purpose whatsoever.

b) If the Purchase Order is terminated: any amounts that would have been paid as an advance, installment or for any other purpose, less than the value of supplies actually
completed at the date of termination, on evidence.

c) In all cases, the documents used for the completion, and all data, books, manuals, copies of plans, information, models and tools etc., prepared for and by it for the purpose of the Purchase Order.

18.2 In the absence of default on the Suppliers side, WELLWISE may, at any time, terminate the Purchase Order in whole or in part, giving (8) calendar days notice by registered letter with acknowledgement of receipt from the Supplier against payment to the Supplier subject to evidence of Supplies portions completed at the date of termination, less any installments already settled. In this case, the completed portion of the Supplies will become the property of WELLWISE.

18.3 Except otherwise stipulated by law, WELLWISE may terminate the Purchase Order forthwith, automatically and without prior notice, in the event of liquidation, receivership or bankruptcy of the Supplier.

19. Governing Law and Jurisdiction

19.1 Relations between WELLWISE and the Supplier in the negotiation, creation and implementation of the Purchase Order are governed by English law. The United Nations Convention for international sales of goods shall not govern.

19.2 In the event of any dispute between WELLWISE and the Supplier, even in the case of introduction of third parties or multiple respondents, the relevant courts in the location of WELLWISE’s head office shall have jurisdiction. This clause is stipulated for the exclusive benefit of WELLWISE and the latter may nevertheless refer the matter to any other relevant court.

SUPPLIERS ACCEPTANCE

I hereby confirm I have read and accepted the WELLWISE General Conditions of Purchase

DATE: 

NAME: 

TITLE: 

FOR AND ON BEHALF OF: (Company name)

(Please ensure you are authorized to sign on behalf of your Company)