

Iron Oak Standard Purchase Order Terms and Conditions

1. Applicability.

a. This purchase order is an offer by the Iron Oak Energy Solutions company specified on the face of this purchase order ("Buyer") for the purchase of the Goods and/or Services specified on the face of this purchase order (collectively, the "**Work**") from the party to whom the purchase order is addressed ("Vendor") in accordance with and subject to these Purchase Order Terms and Conditions for the Work (these "Terms," and together with the terms and conditions on the face of the purchase order, this "Order"). This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Order and supersedes all prior or contemporaneous agreements between Buyer and Vendor with respect to the subject matter of this Order. This Order expressly limits Vendor's acceptance to the terms of this Order. Except as otherwise expressly modified in a written agreement executed by Buyer and Vendor, the terms and conditions contained in this Order shall prevail over any terms or conditions contained in any other documentation and shall expressly exclude any of Vendor's general terms and conditions of sale or any other document issued by Vendor in connection with this Order.

b. These Terms apply to all repaired, corrected, or replacement Work provided by Vendor hereunder.

c. Buyer is not obligated to any minimum purchase or future purchase obligations under this Order.

2. Acceptance.

Commencement of performance pursuant to this Order shall constitute acceptance by Vendor. Order confirmations shall be sent to Buyer within twenty-four (24) hours of receipt of this Order. Buyer may withdraw this Order any time before it is accepted by Vendor.

3. Changes.

Buyer may, at any time, by written order, make changes or additions within the general scope of this Order relating to drawings, designs, specifications, instructions for work, method of shipment or packing or time and place of delivery. If any such changes increase or decrease the cost or time required to perform the Work, Vendor shall notify Buyer in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of this Order.

4. Delivery and Performance.

Vendor shall furnish the Work in the quantities, scope and within the time specified in this Order. Time is of the essence with respect to Vendor's performance of this Order.

If Vendor fails to timely or fully perform the Work, Buyer may terminate this Order, in whole or in part, immediately upon written notice to Vendor, and Vendor shall indemnify Buyer against any losses arising from or attributable to such failure.

Buyer reserves the right to reject any nonconforming Work or to cancel this Order, in whole or in part, upon Vendor's default in the quantity, quality, rate, manner or timeliness of performance.

Any change to the scope of the Work, including any additional Services, shall be effective only if approved in a written amendment signed by authorized representatives of Buyer and Vendor.

To the extent this Order includes Goods, Buyer reserves the right to refuse shipments made prior to the Delivery Date and shall not be required to accept quantities in excess of those ordered. Any excess Goods may be received, held and returned to Vendor at Vendor's sole risk and expense.

5. Delivery Location.

The Work shall be delivered or performed, as applicable, at the address specified in this Order (the "Delivery Location") during Buyer's normal business hours or as otherwise instructed by Buyer.

6. Shipping, Title and Risk of Loss

To the extent this Order includes Goods, delivery shall be F.O.B. the Delivery Location specified in the Order.

Vendor shall provide Buyer with written notice of shipment and all documents reasonably necessary for delivery and acceptance of the Goods, including the commercial invoice, packing list, bill of lading or air waybill, and any other documentation required for release of the shipment. The applicable purchase order number shall appear on all shipping documents, labels, invoices, correspondence and other documents relating to the Order.

Title to, and risk of loss of, the Goods shall remain with Vendor until the Goods are delivered to the Delivery Location, Inspected in accordance with Section 7, and accepted by Buyer.

Vendor shall package the Goods in accordance with Buyer's instructions or, if none are provided, in a manner sufficient to ensure safe delivery in an undamaged condition. Vendor shall be responsible for all packaging and shipment of the Goods in compliance with applicable transportation laws, regulations and carrier requirements. Unless otherwise specified in this Order, Vendor shall bear all costs associated with packaging, containers, crating, boxing and related shipping materials.

Vendor shall provide all safety data sheets, labels and other documentation required by applicable law prior to or at the time of delivery.

Vendor shall separately identify all packages and reference the corresponding purchase order and invoice. If Vendor requires the return of any reusable packaging materials, Vendor shall notify Buyer in writing prior to shipment, and any such return shall be at Vendor's sole cost and expense.

7. Inspection, Acceptance and Correction of Nonconforming Work.

Buyer shall have the right to inspect the Work at any reasonable time and may reject any Work that Buyer determines is defective, nonconforming or otherwise fails to comply with this Order.

Upon written notice from Buyer of any nonconforming Work, Buyer may, at its sole option: (a) rescind this Order, in whole or in part; (b) accept the nonconforming Work at an equitably reduced price; (c) require Vendor, at Vendor's sole cost and expense, to promptly repair, correct or replace the nonconforming Work; or (d) exercise any other rights or remedies available under this Order or applicable law.

If Vendor fails to timely repair, correct or replace the nonconforming Work, Buyer may perform or procure such repair, correction or replacement through a third party and recover all resulting costs and expenses from Vendor, in addition to any other remedies available under this Order.

Vendor warrants that all Work shall be performed in a professional, safe and workmanlike manner, free from defects and in accordance with: (i) generally accepted industry standards applicable to similar Work; (ii) all specifications, standards and requirements provided by Buyer; and (iii) all applicable laws, regulations and governmental requirements. Vendor shall promptly correct, at its sole cost and expense, any Work that fail to satisfy the foregoing standards and shall be responsible for all damages and costs arising from such nonconforming Work.

Any inspection, testing, acceptance, payment or failure to inspect by Buyer shall not constitute acceptance of defective or nonconforming Work, waive any warranty, or otherwise limit Vendor's obligations under this Order. Buyer

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may conduct additional inspections following any repair, correction or replacement performed by Vendor.

8. Price.

The price of the Work shall be the price stated in this Order (the "Price"). To the extent the Order includes Goods, unless otherwise specified in this Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees. No increase in the Price shall be effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer. Except as otherwise agreed by the parties, the Price does not include sales, use, excise or similar taxes applicable to the sale of the Goods. All such taxes shall be shown separately on Vendor's invoice. Vendor agrees that any price reduction applicable to the ordered Goods subsequent to this Order but prior to delivery will be applicable to this Order.

9. Payment Terms.

Vendor shall submit accurate, itemized invoices and supporting documentation following completion of the Work. Unless otherwise expressly provided in this Order, invoices must be received by Buyer no later than thirty (30) days following completion of the applicable Work. Any invoice submitted after such thirty (30)-day period may be rejected.

Buyer shall pay all properly invoiced and undisputed amounts within sixty (60) days after receipt of the applicable invoice.

If Buyer disputes any invoice or portion thereof in good faith, Buyer shall notify Vendor prior to the applicable payment due date and may withhold payment of the disputed amount until the dispute is resolved or the charges are verified to Buyer's reasonable satisfaction. Any undisputed amounts shall remain payable in accordance with this Section.

The parties shall use commercially reasonable efforts to resolve any payment dispute promptly and in good faith. Vendor shall continue performing the Work pending resolution of any such dispute.

10. Set-off.

Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Vendor against any amount payable by Buyer to Vendor.

11. Liens.

Vendor shall promptly discharge all mechanics', materialmen's and other liens arising from the performance of the Work.

12. Warranties.

Vendor warrants that all Work furnished under this Order shall conform to the requirements of this Order and all applicable specifications, drawings, designs, samples, standards and other requirements provided by Buyer or agreed to by the parties.

With respect to Goods, Vendor further warrants that, for a period of twenty-four (24) months following delivery, the Goods shall: (a) be free from defects in workmanship, materials and design; (b) be fit for their intended purpose and operate as intended; (c) be merchantable; (d) be free and clear of all liens, security interests and other encumbrances; and (e) not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of any third party.

With respect to Services, Vendor further warrants that all Services shall be performed in a professional, safe and workmanlike manner, free from defects and in accordance with: (i) generally accepted industry standards applicable to similar services; (ii) all specifications, standards and requirements provided by

Buyer; and (iii) all applicable laws, regulations and governmental requirements.

These warranties are cumulative, shall survive delivery, inspection, acceptance and payment, and are in addition to any warranties available under applicable law or equity. The warranties shall extend to Buyer, its customers and the users of the Work or any products or deliverables incorporating the Work. Any applicable statute of limitations shall commence upon Buyer's discovery of the applicable breach of warranty.

Upon notice from Buyer of any breach of this Section, Vendor shall, at its sole cost and expense, promptly repair, correct or replace the nonconforming Work, and reimburse Buyer for all resulting costs and expenses, including transportation, removal, reinstallation, correction, replacement and any damage caused by the nonconforming Work.

13. Confidentiality.

All non-public, confidential or proprietary information of Buyer, disclosed by Buyer to Vendor, whether disclosed or made available in any form with this Order, is confidential, solely for the use of performing under this Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Vendor shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section by Vendor. This Section shall not apply to information that is: (a) in the public domain (other than due to a breach by Vendor of its obligations hereunder); (b) known to Vendor at the time of disclosure; or (c) rightfully obtained by Vendor on a non-confidential basis from a third party.

14. Intellectual Property/Work Product

All designs, patterns, formulas, specifications, samples, equipment, materials, documents, data and other property furnished by Buyer or acquired, prepared or developed by Vendor at Buyer's expense (collectively, "Buyer Property") shall remain the sole property of Buyer. Vendor shall clearly identify Buyer Property as belonging to Buyer, use it solely for the performance of this Order, maintain it in good condition at Vendor's expense, protect it from loss or damage while in Vendor's possession or control, and return it to Buyer, or otherwise dispose of it as directed by Buyer, within thirty (30) days after completion or termination of this Order.

All reports, studies, analyses, drawings, specifications, designs, calculations, software, databases, documents, photographs, records, data and other work product developed or created by Vendor, either alone or with others, in connection with the Work (collectively, "Work Product") shall be deemed works made for hire to the fullest extent permitted by law and shall be the sole and exclusive property of Buyer. To the extent any Work Product does not qualify as a work made for hire, Vendor hereby irrevocably assigns to Buyer all right, title and interest in and to such Work Product, including all intellectual property rights therein. Vendor shall execute such documents and take such actions as Buyer may reasonably request to evidence, perfect or enforce Buyer's ownership rights in the Work Product.

15. Indemnification.

Vendor shall defend, indemnify and hold harmless Buyer, its subsidiaries and affiliates, and each of their respective successors, assigns, directors, officers, managers, members, equity holders, employees, agents, investors, lenders, insurers and customers (collectively, the "Indemnitees") from and against any and all claims, demands, actions, suits, liabilities, losses, damages, judgments, penalties, fines, costs and expenses, including reasonable attorneys' fees, professional fees and the costs of enforcing this indemnity (collectively, "Claims"), arising out of or relating to: (a) the Work; (b) any act or omission, negligence, gross negligence or willful misconduct of Vendor or its employees, agents or subcontractors; (c) Vendor's breach of this Order; or (d) Vendor's violation of applicable law; provided, however, that Vendor shall have no obligation to indemnify an Indemnitee to the extent a Claim is finally

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determined by a court of competent jurisdiction to have been caused solely by the gross negligence or willful misconduct of such Indemnitee.

Vendor shall, at its sole expense, defend, indemnify and hold harmless the Indemnitees from and against any Claim alleging that the Work, or Buyer's possession, use or incorporation of the Work, infringes or misappropriates any patent, copyright, trademark, trade secret or other intellectual property right of any third party.

Vendor shall not settle any Claim without the prior written consent of Buyer if the settlement: (i) imposes any obligation or admission upon an Indemnitee; (ii) does not provide the Indemnitee with a full and unconditional release; or (iii) adversely affects Buyer's rights or business. Buyer shall have the right, at its own expense, to participate in the defense of any Claim.

16. Insurance.

Vendor shall procure and maintain, at its sole expense, the insurance coverages set forth below with rated A- or better by A.M. Best (or an equivalent rating agency). The required insurance shall remain in full force and effect throughout the term of this Order and for any additional period expressly required below. If the parties have entered into a separate written agreement establishing different insurance requirements applicable to the Work, the insurance requirements contained in such agreement shall control.

Coverage	Minimum Limits	Required Endorsements / Notes
Commercial General Liability	\$1,000,000 per occurrence / aggregate	ISO CG 00 01 (or equivalent); Contractual Liability; Products/Completed Operations; Railroad Endorsement where applicable; Completed Operations maintained for two (2) years following completion of the Work
Automobile Liability	\$1,000,000 Combined Single Limit	Owned, Hired and Non-Owned Autos; Employees as Insureds; Railroad Endorsement where applicable
Workers' Compensation & Employer's Liability	Statutory / \$1,000,000 Employer's Liability	Occupational Disease; Other States; Voluntary Compensation; Alternate Employer/Borrowed Servant Endorsements
Umbrella / Excess Liability	As required	Follow-form coverage; Contractual Liability; Aggregate applies separately to each policy year; Additional Insured and Waiver of Subrogation if used to satisfy required limits
Professional Liability (where applicable)	\$1,000,000 per claim	Required for engineering, consulting, design, software, environmental and similar professional services
Pollution Liability (where applicable)	\$1,000,000 per occurrence and aggregate (or such higher limits as Buyer may require)	Includes contractual liability, transportation exposures, clean-up costs, owned and non-owned disposal sites and completed operations. Claims-made policies must provide an appropriate retroactive date and an

based on the extended reporting period of at least Work) two (2) years.

Insurance Administration

A. Certificates of Insurance. Prior to commencing the Work, and upon renewal or replacement of any required policy, Vendor shall furnish Buyer certificates of insurance referencing this Order and evidencing compliance with this Section. The certificates shall identify the insurance carrier, policy limits, effective and expiration dates, additional insured status where required, and, to the extent available under the applicable policy, provide for at least thirty (30) days' prior written notice to Buyer of any cancellation or material reduction in coverage.

B. Additional Insured; Primary Coverage. Buyer and the Indemnitees shall be named as additional insureds under the Commercial General Liability, Automobile Liability and any other policy required by this Order where commercially available. All insurance maintained by Vendor shall be primary and non-contributory with respect to any insurance maintained by Buyer.

C. Waiver of Subrogation. Except where prohibited by law, Vendor shall obtain waivers of subrogation in favor of Buyer and the Indemnitees under all insurance policies required by this Order. Vendor also waives any right of recovery against Buyer to the extent of such insurance.

D. No Limitation of Liability. Vendor's insurance obligations shall not limit or satisfy Vendor's obligations under this Order, including Vendor's indemnification obligations. Buyer's insurance shall not limit any rights or remedies available under this Order.

E. Policy Copies. Upon Buyer's request, Vendor shall promptly provide copies of any insurance policy, endorsement or other documentation reasonably requested to verify compliance with this Section.

17. Compliance with Law.

Vendor represents and warrants that it is, and shall remain throughout the term of this Order, in compliance with laws, regulations and governmental orders applicable to the Work. Vendor shall ensure that its employees, agents and permitted subcontractors likewise comply with all such requirements.

Vendor shall obtain and maintain all licenses, permits, approvals, authorizations and consents necessary to perform the Work. Where mutually agreed, Vendor shall reasonably assist Buyer in obtaining any governmental approvals required in connection with the Work.

To the extent this Order includes Goods, Vendor shall comply with all applicable import and export laws and regulations and shall be solely responsible for obtaining all required import clearances and customs documentation. Buyer may terminate this Order without liability if any governmental authority imposes antidumping, countervailing or retaliatory duties that materially affect the Goods or this Order.

18. Silica, Site Access and Regulatory Compliance.

Vendor acknowledges that the Work may be performed at facilities involving silica sand, mining operations, rail operations, fuel storage facilities, terminals, industrial processing facilities, and other potentially hazardous environments. Vendor shall comply, and shall cause its employees, agents and subcontractors to comply, with all applicable federal, state and local laws, regulations and requirements, including without limitation those administered by OSHA, MSHA, DOT, FRA, EPA and applicable state agencies.

Vendor shall be solely responsible for the training, supervision, medical surveillance, hazard communication, respiratory protection, personal protective equipment, and regulatory compliance of its employees, agents and subcontractors. Vendor shall ensure that all personnel are qualified and trained for the work being performed and the hazards associated with the work site.

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19. Environmental Responsibility.

Vendor shall be solely responsible for and shall defend, indemnify and hold harmless Buyer and the Indemnitees from and against any and all claims, liabilities, losses, damages, penalties, fines, response costs, remediation costs, natural resource damages, governmental actions and expenses arising from or relating to any spill, release, contamination or other environmental condition caused by Vendor, its employees, agents, subcontractors, equipment or materials.

Vendor shall immediately undertake all actions required by applicable law and reasonably requested by Buyer to contain, report, investigate, clean up and remediate any such condition.

20. Incident Reporting.

Vendor shall immediately notify Buyer of any accident, injury, illness, fatality, property damage, vehicle accident, derailment, spill, release, environmental incident, regulatory inspection, citation, near miss, security incident or other event arising out of or relating to the Work. Initial verbal notification shall be provided as soon as practicable, but in no event later than twenty-four (24) hours after Vendor becomes aware of the incident. Vendor shall provide written documentation of the incident upon Buyer's request.

21. Termination.

Buyer may terminate this Order, in whole or in part, at any time for its convenience upon one (1) day's prior written notice (or verbal notice confirmed in writing) to Vendor.

In addition to any other remedies available under this Order or applicable law, Buyer may terminate this Order immediately upon written notice if Vendor: (a) fails to perform or comply with this Order, in whole or in part; (b) refuses, fails or is unable for two (2) working days or more to furnish personnel necessary to perform the Work; or (c) becomes insolvent, files or has filed against it any bankruptcy, receivership, reorganization or assignment for the benefit of creditors proceeding.

Upon termination, Vendor's sole and exclusive remedy shall be payment for conforming Work accepted by Buyer prior to the effective date of termination.

22. Force Majeure.

Neither party shall be liable to the other for any delay or failure in performing its obligations under this Order to the extent that such delay or failure is caused by an event or circumstance that is beyond such party's reasonable and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("Force Majeure Event"). Vendor's economic hardship or changes in market conditions shall not be considered Force Majeure Events. Vendor shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Order. If a Force Majeure Event prevents Vendor from carrying out its obligations under this Order for a continuous period of more than thirty (30) days, Buyer may terminate this Order immediately by giving written notice to Vendor.

23. Assignment.

Vendor shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Order without Buyer's prior written consent. Any purported assignment in violation of this Section shall be null and void. As a condition of Buyer's approval, any permitted assignee or subcontractor shall agree in writing to be bound by the terms of this Order.

Buyer may assign or transfer this Order, in whole or in part, to any affiliate, subsidiary, successor or purchaser of all or substantially all of its business or assets, or otherwise assign its rights or obligations under this Order, without Vendor's consent.

24. Independent Contractor.

The relationship of the parties is that of independent contractors. Nothing contained in this Order shall be construed as creating any agency, partnership, joint venture, employment, fiduciary or other relationship between the parties, and neither party shall have authority to bind or obligate the other in any manner. Nothing in this Order shall be construed as creating an exclusive relationship between the parties.

Vendor shall be solely responsible for the direction, supervision and control of its employees, agents and permitted subcontractors, all of whom shall remain solely the employees or representatives of Vendor and not of Buyer. Vendor shall be solely responsible for all compensation, payroll taxes, employment taxes, workers' compensation obligations, employee benefits and other obligations relating to its personnel and shall defend, indemnify and hold harmless Buyer from any claims arising from such obligations.

Unless otherwise expressly provided in this Order, Vendor shall furnish and maintain, at its sole expense, all personnel, equipment, tools and supplies necessary to perform the Work.

25. Governing Law; Venue.

This Order and all matters arising out of or relating to this Order shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule that would require the application of the laws of another jurisdiction.

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Order.

Any legal action or proceeding arising out of or relating to this Order shall be brought exclusively in the state or federal courts located in Harris County, Texas, and each party irrevocably submits to the exclusive jurisdiction of such courts.

26. Notices.

All notices and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the Notice by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section.

27. Severability.

If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement.

28. Survival.

Provisions of this Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order.