

Standard Terms and Warranty

Terms

Unless otherwise specified, standard payment terms are net 30 days from the invoice date.

Invoicing

All orders will be invoiced at the time of shipment from NOV Quality Tubing's manufacturing facility unless otherwise specified on the order confirmation. Any order produced and not shipped within 30 days of the production date or the promised delivery date, whichever is later, will be invoiced and payable in accordance with Standard Terms.

Payments

All US payments are to be in US dollars and are payable to NOV Quality Tubing.

All international payments are to be in US dollars by wire transfer to NOV Quality Tubing unless otherwise stated in the order confirmation. Wire transfer fees will be to the account of the customer or record.

Any outstanding balance at the end of the agreed terms shall bear interest at the rate of 1.5% per month, plus any and all cost incurred to collect.

Shipping Tolerance

All orders are produced to a 0 - 2% footage tolerance and all material shipped within this tolerance will be invoiced.

Cancellation

Any order produced to a customer purchase order (written or verbal) may not be cancelled once the order is produced. NOV Quality Tubing may accept a cancellation on a case-by-case basis. If a cancellation is accepted, the order will be subject to a 10% restocking charge.

Used Tubing Storage

The minimum storage charge and hydrostatic pressure test will be billed when the tubing is initially stored. Monthly storage charges will be billed on a monthly basis.

Warranty Statement

NOV Quality Tubing warrants that the materials, services and equipment furnished conform to the plans, drawings and specifications and technical information provided by the customer to NOV Quality Tubing (to the extent accepted in writing by NOV Quality Tubing) and that the materials, workmanship and equipment furnished shall be free from defects and of the best quality subject to NOV Quality Tubing's standard manufacturing variations and written procedures within its quality system. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

NOV Quality Tubing expressly denies any responsibility for damage to products sold hereunder which (a) occurs while being placed in service, (b) which is caused by such conditions as tensile overload, fatigue damage, external and internal pitting and other forms of corrosion which are attributable to in-service use, or (c) ovality and ballooning induced during use.

The Customer's remedies with respect to any claim arising out of an order or NOV Quality Tubing's performance in connection therewith will be limited exclusively to the right of repair or replacement of such goods or to repayment of the purchase price thereof, at NOV Quality Tubing's option. IN NO EVENT WILL NOV QUALITY TUBING BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION ANY LOSS OF ANTICIPATED PROFITS) INCURRED BY THE CUSTOMER.