



## LOADMASTER UNIVERSAL RIGS, INC. STANDARD TERMS AND CONDITIONS

### 1. ACCEPTANCE

Orders or other requests, whether oral or written, for machinery or equipment ("Equipment"), or the supply or sale of spare or replacement parts ("Parts") or for services ("Services") to be provided by Loadmaster Universal Rigs, Inc. to its customers (each a "Buyer") are subject to Loadmaster Universal Rigs, Inc. written acceptance by an authorized representative of Loadmaster Universal Rigs, Inc. and any orders so accepted will be governed by (i) the terms and conditions stated in these Terms and Conditions for provision of Equipment, Parts or Services ("Terms and Conditions"), (ii) the written proposal submitted by Loadmaster Universal Rigs, Inc. to Buyer ("Proposal"), if any, (iii) the written order acknowledgment issued by Loadmaster Universal Rigs, Inc. to Buyer ("Acknowledgment"), if any (iv) any change orders identified as such and agreed to in writing by Loadmaster Universal Rigs, Inc. (the Order, Terms and Conditions, Proposal, Acknowledgment, and any such change order, and any such additional terms as agreed to in writing by an authorized representative of Loadmaster Universal Rigs, Inc. collectively referred to herein as "Agreement." Buyer's submission of a purchase order (or other similar document) shall be deemed to be an express acceptance of these Terms and Conditions notwithstanding language in Buyer's purchase order (or other similar document) inconsistent herewith, and any inconsistent language in Buyer's purchase order (or other similar document) is hereby rejected. Buyer's purchase order (or other similar document) is incorporated in this Agreement, only to the extent of specifying the nature and description of the Equipment, Parts or Services and then only to the extent consistent with the Proposal or Acknowledgment. In the event of any conflict between a Proposal and an Acknowledgment, the Acknowledgment shall prevail.

### 2. PRICES

Prices of Equipment, Parts or Services shall be as stated in the Proposal or Acknowledgment, or if there is no Proposal or Acknowledgment, as otherwise agreed to in writing by Loadmaster Universal Rigs, Inc. All price quotations are Ex-works Loadmaster Universal Rigs, Inc.'s factory or distribution point or as agreed per quote and are subject to change without notice. All sales, use, import, excise and like taxes, whether foreign or domestic, shall be charged to and borne by Buyer. Loadmaster Universal Rigs, Inc. bears no responsibility for any consular fees for legalizing invoices, certificates of origin, stamping bills of lading, or other charges required by the laws of any country of destination, or any fines imposed due to incorrect declarations. Charges will be added for factory preparation and packaging for shipment. Minimum freight and invoice charges apply, as in effect at the time of order. If by reason of any act of government, the cost to Loadmaster Universal Rigs, Inc. of performing its obligations hereunder is increased, such increase shall be added to the quoted price.

### 3. PAYMENT TERMS

Unless alternate payment terms are specified or approved by Loadmaster Universal Rigs, Inc.'s credit department, all charges, including applicable packing and transportation costs, billed by Loadmaster Universal Rigs, Inc. are payable within Net 30 days of the date of invoice. Loadmaster Universal Rigs, Inc. reserves the right to modify or withdraw credit terms at any time without notice. Unless otherwise specified all payments are due in the currency specified in Loadmaster Universal Rigs, Inc.'s Proposal, Acknowledgment and/or invoice. Interest shall be due from Buyer to Loadmaster Universal Rigs, Inc. on over due accounts at the maximum rate allowed by law. When partial shipments are made, the goods will be invoiced as shipped and each month's invoices will be treated as a separate account and be payable accordingly. Payment for goods is due whether or not technical documentation and/or any third party certifications are complete at the time of shipment. Loadmaster Universal Rigs, Inc. shall be entitled to recover all reasonable attorneys' fees and other costs incurred in the collection of overdue accounts. Loadmaster Universal Rigs, Inc. reserves the right where genuine doubts arise as to Buyer's financial position or if Buyer is in default of any payment, to suspend delivery or performance of any order or any part thereof without liability or without prejudice to and without limitation of any other remedy until Buyer cures the default and payment or satisfactory security for payment has been provided. Loadmaster Universal Rigs, Inc. shall have the option to extend the delivery date by a time at least equal to the period of suspension.

### 4. DELIVERY

Where goods are to be supplied from stock, such supply is subject to availability of stocks at the date of delivery. Partial shipments may be made as agreed by Buyer and Seller. Stated delivery dates are approximate only and cannot be guaranteed. Loadmaster Universal Rigs, Inc. shall have no liability for damages arising out of the failure to keep a projected delivery date, irrespective of the length of the delay. In the event Buyer is unable to accept delivery of goods when tendered, Loadmaster Universal Rigs, Inc. may, at its option, arrange storage of the goods and Buyer shall be liable to Loadmaster Universal Rigs, Inc. for the reasonable cost of such storage.

This provision is without prejudice to any other rights, which Loadmaster Universal Rigs, Inc. may have with respect to Buyer's failure to take delivery of goods, which includes the right to invoice Buyer for the goods. Buyer agrees that title to the goods will transfer to Buyer upon invoicing notwithstanding Buyer's inability to accept delivery and that Buyer assumes all risk of loss or damage to the goods from the date title passes to Buyer.

### 5. FORCE MAJEURE

If either party is unable by reason of Force Majeure to carry out any of its obligations under this Agreement, other than obligations to pay money, then on such party giving notice and particulars in writing to the other party within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include acts of God, laws and regulations, government action, war, civil disturbances, strikes and labor problems, delays of vendors, carriers, lightening, fire, flood, washout, storm, breakage or accident to equipment or machinery, shortage of raw materials, and any other causes that are not reasonably within the control of the party so affected. Loadmaster Universal Rigs, Inc. shall be paid its applicable standby rate, if any, during any such Force Majeure event.

### 6. CANCELLATION

Orders placed by Buyer and accepted by Loadmaster Universal Rigs, Inc. may be canceled only with the consent of Loadmaster Universal Rigs, Inc. and will subject Buyer to cancellation charges. All of Loadmaster Universal Rigs, Inc.'s documents, drawings and like information shall be returned to Loadmaster Universal Rigs, Inc. upon Buyer's request for cancellation. No orders may be canceled subsequent to shipment. As estimated actual damages, Buyer agrees to pay Loadmaster Universal Rigs, Inc. the greater of Loadmaster Universal Rigs, Inc.'s actual costs incurred prior to cancellation plus a reasonable profit, or the following minimum cancellation charges:

- 20% of order value if canceled 30 or more days prior to the original shipment date;
- 50% of the order value if canceled thereafter; or
- 100% of the value of any non-standard items, which are items not built for stock or built to customer specifications.

Buyer shall verify the amount of the cancellation charges prior to canceling an order.

### 7. TITLE AND RISK OF LOSS

Ownership and risk of loss pass to Buyer upon the earlier of (i) Loadmaster Universal Rigs, Inc.'s delivery of the goods to the carrier, or (ii) invoicing by Loadmaster Universal Rigs, Inc. for the goods where Buyer is unable to accept delivery on the scheduled date. Loadmaster Universal Rigs, Inc. retains a security interest in the goods until the purchase price has been paid, and Buyer agrees to perform upon request all acts required to secure Loadmaster Universal Rigs, Inc.'s interest. Loadmaster Universal Rigs, Inc. accepts no responsibility for any damage, shortage or loss in transit. Loadmaster Universal Rigs, Inc. will attempt to pack or prepare all shipments so that they will not break, rust or deteriorate in shipment, but does not guarantee against such damage. Claims for any damage, shortage or loss in transit must be made by Buyer on the carrier.

### 8. LIMITED WARRANTY

New Equipment/Parts. In the case of the purchase of new Equipment/Parts and solely for the benefit of the original user, Loadmaster Universal Rigs, Inc. warrants, for a period of 15 months from shipment or 12 months from installation, whichever is earlier, that Equipment of its own manufacture shall conform to the material and technical specifications set forth in the relevant scope of work document or purchase order as agreed to in writing by Loadmaster Universal Rigs, Inc. and Buyer. If the Equipment fails to conform with such specifications upon inspection by Loadmaster Universal Rigs, Inc., Loadmaster Universal Rigs, Inc. at its option and as Buyer's sole remedy, will either repair or replace such defective Equipment with the type originally furnished, at the original delivery point, or will refund the original purchase price. This limited warranty covers parts or equipment only and expressly excludes labor services unless otherwise stated in the scope of work document agreed in writing by Loadmaster Universal Rigs, Inc.

Remanufactured to "As New" Equipment. Loadmaster Universal Rigs, Inc. warrants to Buyer, that for a period of twelve months from the date of shipment to Buyer or installation of part(s), whichever is earliest, that reconditioned to "as new" machinery or equipment will be free from defects in material and workmanship.

Overhauled Equipment. Loadmaster Universal Rigs, Inc. warrants that for a period of four (4) months from the date of shipment or three (3) months from installation, whichever is earliest, overhauled equipment will be free from defects in workmanship. This warranty expressly assumes that parts normally considered consumables (including, but not limited to rubber goods, seals (rubber, polymer and/or metallic) and/or bearings, are replaced during overhaul. If Buyer requests that such parts not be replaced, Loadmaster Universal Rigs, Inc. hereby disclaims any warranty for said Equipment or Parts.

Service. Loadmaster Universal Rigs, Inc. warrants that the Services to be provided pursuant to this Agreement shall conform to the material aspects of the specifications set forth in the relevant scope of work document as agreed to in writing by Loadmaster

Universal Rigs, Inc. and Buyer. Loadmaster Universal Rigs, Inc. shall re-perform that part of the non-conforming Services, provided Loadmaster Universal Rigs, Inc. is notified by Buyer prior to Loadmaster Universal Rigs, Inc.'s departure from the worksite.

Loadmaster Universal Rigs, Inc.'s warranty obligations hereunder shall not apply if the non-conformity was caused by a) Buyer's failure to properly store or maintain the Equipment or Parts; b) unauthorized modifications, repair or service of the Equipment or Parts by Buyer; c) utilization of replacement parts not manufactured by Loadmaster Universal Rigs, Inc.; or d) use or handling of the Equipment or Parts by Buyer in a manner inconsistent with Loadmaster Universal Rigs, Inc.'s recommendations. Further Loadmaster Universal Rigs, Inc.'s warranty obligations under this Article 8 shall terminate if a) Buyer fails to perform its obligations under this or any other Agreement between the parties, or b) if Buyer fails to pay any charges due Loadmaster Universal Rigs, Inc.. Any third party warranties provided on Equipment or Parts not manufactured by Loadmaster Universal Rigs, Inc. are assigned to Buyer, without recourse, at the time of delivery, provided such warranties are assignable.

**THIS ARTICLE 8 SETS FORTH BUYER'S SOLE REMEDY AND LOADMASTER UNIVERSAL RIGS'S ONLY OBLIGATION WITH REGARD TO NON-CONFORMING EQUIPMENT, PARTS OR SERVICES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED PURSUANT TO THE PROVISIONS OF THIS ARTICLE 8, LOADMASTER UNIVERSAL RIGS MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AND LOADMASTER UNIVERSAL RIGS DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

#### 9. CHANGES

Loadmaster Universal Rigs, Inc. expressly reserves the right to change, discontinue or modify the design and manufacture of its products without obligation to furnish, retrofit or install goods previously or subsequently sold.

#### 10. RETURN OF MAKE TO STOCK GOODS

Upon Loadmaster Universal Rigs, Inc.'s written approval, unused incorrectly shipped or "Made to Stock" goods ordered incorrectly, in new condition and of current manufacture and catalog specifications may be returned by Buyer for credit (subject to a restocking fee), provided written request is received within one year after the purchase date. Non-standard goods are not returnable for credit. Requests for return of goods must show original purchase order number, invoice number, description of material, and date of purchase. Return of goods does not relieve Buyer of the obligation to make payment against Loadmaster Universal Rigs, Inc.'s invoice, and any credit or refund allowed will be issued following Loadmaster Universal Rigs, Inc.'s receipt of the goods. The credit allowed on returned goods, if any, is a merchandise credit and is applicable only against future purchases of Loadmaster Universal Rigs, Inc. goods. The credit given will be solely in Loadmaster Universal Rigs, Inc.'s discretion and may be based on the original or a subsequently adjusted price; a charge will be made to clean-up, refinish and restock. No rubber or electronic products or components may be returned for credit after six months from date of shipment.

#### 11. LIABILITIES, RELEASES AND INDEMNIFICATION

For purpose of this Article 11, the following definitions shall apply:

- (1) "Loadmaster Universal Rigs, Inc. Group" shall mean (i) Loadmaster Universal Rigs, Inc., its parent, subsidiary or related companies, (ii) its and their working interest owners, co-lessees, co-owners, partners, joint venturers, if any, and their respective parents, subsidiary or related companies and (iii) the officers, directors, employees, consultants, agents and invitees of all of the foregoing.
- (2) "Buyer Group" shall mean (i) Buyers, its parent, subsidiary or related companies, (ii) its and their working interest owners, co-lessees, co-owners, partners, joint venturers, if any, and their respective parents, subsidiary or related companies and (iii) the officers, directors, employees, consultants, agents and invitees of all of the foregoing.
- (3) "Claims shall mean all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including, without limitation, attorneys' fees and costs of litigation) of any kind or character arising out of, or related to, the performance of or subject matter of this Agreement (including, without limitation, property loss or damage, personal or bodily injury, sickness, disease or death, loss of services and/or wages, or loss of consortium or society).
  - a. Loadmaster Universal Rigs, Inc. Group shall release, indemnify, defend and hold Buyer Group harmless from and against any and all Claims in respect of personal or bodily injury to, sickness, disease or death of any member of Loadmaster Universal Rigs, Inc. Group or Loadmaster Universal Rigs, Inc. Group's subcontractors or their employees, agents or invitees, and all Claims in respect of damage to or loss or destruction of property owned, leased, rented or hired by any member of Loadmaster Universal Rigs, Inc. Group or Loadmaster Universal Rigs, Inc. Group's subcontractors or their employees, agents or invitees.
  - b. Buyer shall release, indemnify, defend and hold Loadmaster Universal Rigs, Inc. Group harmless from and against any and all Claims in respect of personal or bodily injury to, sickness, disease or death of any member of Buyer Group or Buyer Group's other contractors or their employees, agents or invitees, and all Claims in respect of damage to or loss or destruction of property owned, leased, rented or hired by any member of Buyer Group or Buyer Group's other contractors or their employees, agents or invitees.
  - c. In the event this Agreement is subject to the indemnity limitations in Chapter 127 of the Texas Civil Practices and Remedies Code (or any successor statute), and so long as such limitations are in force, each party covenants and agrees to support the mutual indemnity obligations contained in Paragraphs a and b above, by carrying

equal amounts of insurance (or qualified self insurance) in an amount not less than U.S. \$1,000,000.00.

d. Notwithstanding anything contained in this Agreement to the contrary, in all instances where Loadmaster Universal Rigs, Inc. is providing Services at a well site, Buyer, to the maximum extent permitted under applicable law, shall release, indemnify, defend and hold Loadmaster Universal Rigs, Inc. Group and Loadmaster Universal Rigs, Inc. Group subcontractors harmless from and against any and all Claims asserted by or in favor of any person or party, including Loadmaster Universal Rigs, Inc. Group, Buyer Group or any other person or party, resulting from: (i) loss of or damage to any well or hole (including but not limited to the costs of re-drill), (ii) blowout, fire, explosion, cratering or any uncontrolled well condition (including but not limited to the costs to control a wild well and the removal of debris), (iii) damage to any reservoir, geological formation or underground strata or the loss of oil, water or gas there from, (iv) pollution or contamination of any kind (other than surface spillage of fuels, lubricants, rig sewage or garbage, to the extent attributable to the negligence of Loadmaster Universal Rigs, Inc. Group, including but not limited to the cost of control, removal and clean-up, or (v) damage to, or escape of any substance from, any pipeline, vessel or storage facility.

e. Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other and each party releases the other for any indirect, special, punitive, exemplary or consequential damages or losses (whether foreseeable at the date of this Agreement, including without limitation, damages for lost production, lost revenue, lost product, lost profit, lost business or business opportunities).

f. Notwithstanding anything contained in this Agreement to the contrary, Loadmaster Universal Rigs, Inc.'s total liability for all claims, damages, causes of action, demands, judgments, fines, penalties, awards, losses, costs and expenses (including attorney's fees and cost of litigation) shall be limited to and shall not exceed the value of the Products or Services purchased.

g. THE EXCLUSIONS OF LIABILITY, RELEASES AND INDEMNITIES SET FORTH IN PARAGRAPHS A. THROUGH F. OF THIS ARTICLE 11 SHALL APPLY TO ANY CLAIM(S), LOSSES OR DAMAGES WITHOUT REGARD TO THE CAUSE(S) THEREOF, INCLUDING BUT NOT LIMITED TO PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF PRODUCTS OR EQUIPMENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OR OTHER LEGAL FAULT OR RESPONSIBILITY OF ANY PERSON (INCLUDING THE INDEMNIFIED OR RELEASED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE.

h. Redress under the indemnity provisions set forth in this Article 11 shall be the exclusive remedy(ies) available to the parties hereto for the matters, claims, damages and losses covered by such provisions.

#### 12. INSURANCE

Upon written request, each party shall furnish to the other party certificates of insurance evidencing the fact that the adequate insurance to support each party's obligations hereunder has been secured. To the extent of each party's release and indemnity obligations expressly assumed by each party hereunder, each party agrees that all such insurance policies shall a) be primary to the other party's insurance; b) include the other party, its parent, subsidiary and affiliated or related companies, and its and their respective officers, directors, employees, consultants and agents as additional insured; and c) be endorsed to waive subrogation against the other party, its parent subsidiary and affiliated or related companies, and its and their respective officers, directors, employees, consultants and agents.

#### 13. GOVERNING LAW.

A. Except for Equipment, Parts or Services provided, or to be provided, by Loadmaster Universal Rigs, Inc. in North or South America (the "America's"), this Agreement shall be governed by and interpreted in accordance with English law, excluding conflicts and choice of law principles.

B. For Equipment, Parts or Services provided, or to be provided, by Loadmaster Universal Rigs, Inc. in the America's, this Agreement shall be governed by and interpreted in accordance with the substantive laws of Texas, excluding conflicts and choice of law principles.

Loadmaster Universal Rigs, Inc. retains the right to arbitrate and any all disputes that may arise in connection with the sale of its Equipment, Product or Services.

#### 14. OWNERSHIP AND PATENT INDEMNITY.

All software used in connection with the Equipment, Parts or Services, either purchased or rented from Seller, is copyrighted and owned by Seller and licensed to Buyer. Loadmaster Universal Rigs, Inc. warrants that the use or sale of Equipment or Parts hereunder will not infringe patents of others by reason of the use or sale of such Equipment or Parts per se, and hereby agrees to hold Buyer harmless against judgment for damages for infringement of any such patent, provided that Buyer shall promptly notify Loadmaster Universal Rigs, Inc. in writing upon receipt of any claim for infringement, or upon the filing of any such suit for infringement, whichever first occurs, and shall afford Loadmaster Universal Rigs, Inc. full opportunity, at Loadmaster Universal Rigs, Inc.'s option and expense, to answer such claim or threat of suit, assume the control of the defense of such suit, and settle or compromise same in any way Loadmaster Universal Rigs, Inc. sees fit. Loadmaster Universal Rigs, Inc. does not warrant that such Equipment or Parts: (a) will not infringe any such patent when not of Loadmaster Universal Rigs,

Inc.'s manufacture, or specially made, in whole or in part, to the Buyer's design specifications; or (b) if used or sold in combination with other materials or apparatus or used in the practice of processes, will not, as a result of such combination or use, infringe any such patent, and Loadmaster Universal Rigs, Inc. shall not be liable and does not indemnify Buyer for damages or losses of any nature whatsoever resulting from actual or alleged patent infringement arising pursuant to (a) and (b) above. THIS PARAGRAPH STATES THE ENTIRE RESPONSIBILITY OF LOADMASTER UNIVERSAL RIGS CONCERNING PATENT INFRINGEMENT.

#### 15. REGULATORY COMPLIANCE

By acceptance of delivery of this order, Buyer warrants it has complied with all applicable governmental, statutory and regulatory requirements and will furnish Loadmaster Universal Rigs, Inc. with such documents as may be required. Loadmaster Universal Rigs, Inc. warrants and certifies that in the performance of this contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment, applicable price ceilings if any, and that the articles delivered hereunder shall be produced in compliance with the Fair Labor Standards Act and the Equal Employment Opportunity provisions of pertinent Executive Orders and the regulations adopted there under. Further, Buyer acknowledges that all equipment, parts, materials, and products under these terms and conditions are being quoted accordingly to regulations issued by the United States Export Administration Department. United States Law prohibits the sale, re-sale, export or re-export of equipment, parts, materials or products to trade sanctioned countries.

#### 16. SAFETY SCREENING

In the event Loadmaster Universal Rigs, Inc. is required by Buyer as a condition to entering into contract, to have in effect a drug or alcohol policy, and any provision of said policy implemented in compliance with the Buyer's requirements is held to have violated any employee's rights or any law, then Buyer shall indemnify Loadmaster Universal Rigs, Inc. and hold it harmless from all resulting loss, including all defense costs and attorneys' fees. Buyer shall also defend and indemnify Loadmaster Universal Rigs, Inc. with respect to any claim or loss, which arises as a result of sampling, testing or analytical procedures administered by that Buyer or its agents in applying its drug/alcohol policies to Loadmaster Universal Rigs, Inc.'s employees assigned to work at the Buyer's facility.

#### 17. CONFIDENTIAL INFORMATION

Each party recognizes and acknowledges that it shall maintain all data, information, disclosures, documents, drawings, specifications, patterns, calculations, technical information and other documents (collectively, "Confidential Information") obtained from the other party in strict confidence subject only to disclosure required by law or legal process. In the event that Loadmaster Universal Rigs, Inc. owns copyrights to patents to, or has filed patent applications on, any technology related to the Equipment, Services or Parts furnished by Loadmaster Universal Rigs, Inc. hereunder, and if Loadmaster Universal Rigs, Inc. makes any improvements on such technology, then such improvements shall not fall within the confidentiality obligations included herein, and Loadmaster Universal Rigs, Inc. shall own all such improvements, including drawings, specifications, patterns, calculations, technical information and other documents. However, nothing hereinabove contained shall deprive the Receiving Party of the right to use or disclose any information: a) which is, at the time of disclosure, known to the trade or public; or b) which becomes at a later date known to the trade or the public through no fault of the Receiving Party and then only after said later date; or c) which is possessed by the Receiving Party, as evidenced by the Receiving Party's written records, before receipt thereof from the Disclosing Party; or d) which is disclosed to the Receiving Party in good faith by a third party who has an independent right to such information; e) which is developed by the Receiving Party as evidenced by documentation, independently of the Confidential Information, or (f) which is required to be disclosed by the Receiving Party pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided that the Receiving Party uses its best efforts to provide timely notice to the Disclosing party of such order to permit the Disclosing Party an opportunity to contest such order.

#### 18. INDEPENDENT CONTRACTOR

It is expressly understood that Loadmaster Universal Rigs, Inc. is an independent contractor, and that neither Loadmaster Universal Rigs, Inc. nor its principle, partners, employees or subcontractors are servants, agents or employees of Buyer. In all cases where Loadmaster Universal Rigs, Inc.'s employees (defined to include Loadmaster Universal Rigs, Inc.'s and its subcontractors, direct, borrowed, special, or statutory employees) are covered by the Louisiana Worker's Compensation Act. La. R.S. 23:102 *et seq.*, Loadmaster Universal Rigs, Inc. and Buyer agreed that all Products and Services provided by Loadmaster Universal Rigs, Inc. and Loadmaster Universal Rigs, Inc.'s employees pursuant to this Agreement are an integral part of and are essential to the ability of Loadmaster Universal Rigs, Inc. to generate Loadmaster Universal Rigs, Inc.'s goods, products, and services for the purpose of La. R.S. 23:106(A) (1). Furthermore, Loadmaster Universal Rigs, Inc. and Buyer agree that Buyer is the statutory employer of all of Loadmaster Universal Rigs, Inc.'s employees for the purpose of La. R.S. 23:106(A) (3)

#### 19. GENERAL

Failure of Buyer or Loadmaster Universal Rigs, Inc. to enforce any of the terms and conditions of this Agreement shall not prevent a subsequent enforcement of such terms and conditions or be deemed a waiver of any subsequent breach. Should any provisions of this Agreement, or portion thereof, be unenforceable or in conflict with governing country, state, province, or local laws, then the validity of the

remaining provisions, and portions thereof, shall not be affected by such unenforceability or conflict, and this Agreement shall be construed as if such provision supersedes all prior oral or written agreements or representations. Buyer acknowledges that it has not relied on any representations other than those contained in this Agreement. This Agreement shall not be varied, supplemented, qualified, or interpreted by any prior course of dealing between the parties or by any usage of trade and may only be amended by an agreement executed by an authorized representative of each party.