

STANDARD TERMS AND CONDITIONS OF SALE

These Standard Terms and Conditions of Sale (these "Terms and Conditions") govern the sales of Goods and/or Services by Borusan Mannesmann Pipe US, Inc., a Delaware corporation ("Seller") to the Buyer pursuant to a quotation, sales contract or purchase order (collectively referred to herein as the "Sales Agreement"). These Terms and Conditions are incorporated by reference in and become a part of every Sales Agreement. All references herein to "Buyer" refer to the purchaser of Goods and/or Services from Seller pursuant to the Sales Agreement, and any terms used and not defined herein shall be as defined in the Sales Agreement.

1. ENTIRE AGREEMENT AND APPLICATION. These Terms and Conditions are incorporated by reference herein, become a part of, and supersede all prior negotiations, representations, commitments and agreements, whether oral and written, between Buyer and Seller with respect to the Sales Agreement and the sale of Goods and/or Services to Buyer. Seller rejects any additional or inconsistent terms and conditions submitted by Buyer, whether oral or written, prior to or after the date of the Sales Agreement, unless expressly agreed upon in writing by an authorized representative of Seller. If no written objections are received from Buyer within seven (7) calendar days after receipt of these Terms and Conditions, the Terms and Conditions shall be deemed accepted in full by Buyer. These Terms and Conditions shall take precedence and shall prevail over any inconsistent terms in the Sales Agreement.

2. PRICE AND DELIVERY TERMS. Quoted sales prices of the Goods and/or Services are in US Dollars and remain valid for four (4) calendar days unless otherwise stated in the Sales Agreement. Pricing that has been accepted with a sales order confirmation shall remain valid only for the quantity indicated in the Sales Agreement. In addition to any agreed adjustment mechanisms, Seller reserves the right to revise pricing due to volatility in raw material costs. Unless otherwise provided in the Sales Agreement, Terms of Delivery are F.O.B. Seller's Facility or Seller's Nominated Facility. Seller, at Buyer's request, may deliver F.O.B. Loaded on Truck at Seller's Facility, and in such case, Buyer shall pay for the carrier. Seller is not responsible for the cost of delivery to Buyer or for the actions of any carriers, who are third parties contracted on Buyer's behalf, unless otherwise expressly agreed in writing by an authorized representative of Seller.

Shipping dates are approximate, being subject to Seller's plant availability, late delivery of items from Buyer or any other party, interferences in Seller's work, Force Majeure, or any other reasons, are not guaranteed, but Seller shall exercise all reasonable efforts to ship as per agreed terms. In such events, Seller and Buyer will make their best efforts to agree on a new shipment time taking into consideration the problems creating late deliveries. Seller shall have the right to make delivery partially. All partial deliveries shall be separately invoiced and paid as billed without regard to subsequent deliveries. Failure of Buyer to pay for any installment when due shall excuse Seller from making further deliveries of any undelivered Goods and/or Services. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept and pay for remaining installments.

Buyer will be notified when Goods are completed and ready for Buyer to pick-up. Buyer will have until the end of the calendar month in which material was released to arrange shipping of material and to accept an invoice from Seller. Should Buyer not pick up all Goods by the end of the calendar month, Seller will have the option to tally, rack transfer, and invoice Buyer. If Buyer does not pick up all Goods within sixty (60) calendar days beyond the notification that the Goods are ready for Buyer pick-up, then Seller shall have the option to charge Buyer a storage fee of \$10/NT/month and any associated costs in moving the Goods, and Seller shall have the option to revise the sales price for the Goods. Seller shall invoice Buyer for such storage fees, and Buyer agrees to pay the charges for such storage. Any Goods not retrieved within twelve (12) months after notification that the Goods are ready for Buyer pick-up shall be deemed abandoned and Seller shall have no further obligation to Buyer in relation to the Goods.

- I. APPOINTMENTS. Unless otherwise expressly agreed in writing by BORUSAN MANNESMANN PIPE: (i) Shipments shall be by carrier designated by Buyer; (ii) Such carrier shall act as the agent of Buyer and loading of Goods by BORUSAN MANNESMANN PIPE and/or representing agent to such carrier shall constitute delivery to Buyer; (iii) Unless otherwise instructed in writing by Buyer, BORUSAN MANNESMANN PIPE will load all trucks to the maximum payload capacity or as close to maximum payload capacity as it is reasonably able; (iv) All deliveries of Goods shall be FOB Loaded On Truck (unless otherwise stated in writing by BORUSAN MANNESMANN PIPE), at which point title to and all risk of loss of the Goods supplied with respect thereto shall pass from BORUSAN MANNESMANN PIPE to Buyer, provided that BORUSAN MANNESMANN PIPE shall retain a security interest in the Goods until the full purchase price of the Goods is paid by Buyer; (v) BORUSAN MANNESMANN PIPE will load carrier trucks by appointment only out of their Baytown facility; and (vi) The Buyer or representing agent is responsible for calling 281-918-0739 to schedule appointment times 24 hours minimum in advance; (vii) Carriers arriving without an appointment or outside their scheduled appointment time will be placed at the end of the schedule and overtime charges may be applicable; (viii) BORUSAN MANNESMANN PIPE offers Load & Go services (at an additional cost) to support our Buyers in emergency situations; (ix) All shipments out of 3rd Party locations are at the risk and expense of such 3rd Parties, and executed under the 3rd Parties' own governing rules, practices and safety procedures; (x) Buyer shall be responsible for all shipping, handling, insurance, and transportation matters, including securing Goods transported for protection against accident in the course of shipment.
- II. CARRIER REQUIREMENTS. All trucks receiving Buyer's shipments must be equipped with "headache racks" and appropriate bolsters, dunnage, and lashing BORUSAN MANNESMANN PIPE reserves the right to refuse to load any trucks sent by Buyer or Buyer's carrier for the receipt of Buyer's shipments if such trucks are not equipped with satisfactory equipment. In the event

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BORUSAN MANNESMANN PIPE exercises its right to refuse loading a truck, any costs or expense associated with any corresponding delay or rescheduling shall be borne by Buyer.

If Buyer desires a change in the Goods and/or Services outside the scope of the original Sales Agreement, Buyer shall submit a written change order ("Change Order") to Seller. Seller shall review the newly issued requirements and evaluate Seller's ability to deliver according to specification and delivery listed in the Change Order. If Seller agrees, a new Sales Order Confirmation will be issued as indication of acceptance. If the changes require a new quotation, whether for delivery date or price caused by factors outside the control of Seller including engineering, dimensions and specifications, Seller will issue a revised quotation. Seller reserves the right to reject any Change Orders given after the Seller has initiated production or procurement in the scope of the original Sales Agreement.

3. TRANSFER OF TITLE AND RISK OF LOSS AND DAMAGE. The risk of loss and damage shall pass from Seller to Buyer once the Goods are delivered to Seller as per the delivery terms, meaning when loaded on the shipment vessel, or the pick-up terms, meaning when picked up, as stated in Article 2 of these Terms and Conditions, and Buyer will become responsible for any and all risk of loss and damages in transit. Seller shall have no responsibility for any damages or injuries during delivery of the Goods to Buyer.

Title to the Goods shall pass to Buyer only upon full and complete payment by Buyer for the Goods. Upon Seller's request, Buyer shall execute and deliver to Seller such financing statements and other instruments and agreements as Seller may reasonably require to evidence or perfect its security interest in the Goods until full payment is received from Buyer.

4. CANCELLATIONS AND RETURNS. Buyer may not cancel or modify any Sales Agreement, in whole or in part, after execution of the Sales Agreement without Seller's prior written consent, to be given or denied in Seller's sole and absolute discretion, and which Seller may condition upon an adjustment of price and/or other terms and Buyer's reimbursement to Seller of its costs and damages in connection with the original Sales Agreement and its cancellations/returns. Except as provided for in Article 8 of these Terms and Conditions, no Goods shall be returned to Seller. Conforming Goods are not returnable in any respect, unless expressly agreed in writing any authorized representative of Seller, to be given or denied in Seller's sole and absolute discretion.

5. PAYMENT. Payment is due from Buyer to Seller no later than thirty (30) calendar days after the invoice date of the invoice submitted by Seller to Buyer, unless otherwise indicated in the Sales Agreement. Buyer's payment to Seller is not and shall not be conditioned on any other matter, including payment from a third party, and Buyer shall have no right of offset, retention or holdback against any amounts owed to Seller. All past due amounts shall bear interest from and after the due date at the rate of 1.5% per month, or the highest legal rate, and shall be compounded on a monthly basis. If collected through court, bankruptcy proceedings, or if placed in the hands of an attorney for collection, Buyer shall be obligated to pay Seller its reasonable attorney's fees and court costs incurred in such collection or enforcement efforts. If the financial position of Buyer becomes, in Seller's judgment, weakened or if Buyer shall fail to comply with any provisions hereof or fail to make payments in accordance with the terms hereof under the Sales Agreement between Buyer and Seller, Seller may at its option, defer further shipments or, without waiving any other rights it may have, terminate the Sales Agreement and any subsequent Buyer orders pending with Seller. In addition, upon Seller's request, Buyer shall execute and deliver to Seller such financing statements and other instruments and agreements as Seller may reasonably require to evidence or perfect its security interest in the Goods until full payment is received from Buyer.

If Buyer fails to make payment in full for Goods and/or Services within the time period set forth above or within the time period expressly agreed upon in the Sales Agreement, such failure to pay on time constitutes a material breach of the Sales Agreement by Buyer, permitting Seller to suspend its Services, defer further shipments and suspend the production, shipment or delivery under these Terms and Conditions and the Sales Agreement. In such an event, Seller has the right to cover from Buyer all additional charges that may occur in relation to the return and Seller's resale of the Goods, including, but not limited to, reasonable commercial charges, transportation, insurance, interest, and attorneys' fees, costs, and expenses.

6. SECURITY. All orders and deliveries are subject to Seller's satisfaction of the creditworthiness of Buyer. Upon Seller's request, at any time before full payment for the Goods and/or Services, Buyer shall execute and deliver to Seller such financing statements and other instruments and agreements as Seller may reasonably require to evidence or perfect its security interest in Goods and/or Services. Seller reserves the right to decline any order or to continue performing pursuant to the Sales Agreement if it feels Buyer's creditworthiness has created a risk of payment to Buyer. In such an event, Seller and Buyer agree to act in good faith and use reasonable efforts to provide Seller security with respect to payment under the Sales Agreement, even if it required additional security other than what Seller already has, to sell or continue to provide the Goods and/or Services to Buyer.

7. TAXES AND DUTIES. The quoted sales price of the Goods and/or Services does not include any applicable, federal, state or local taxes, duties, tariffs or any other charges imposed by any governmental authority upon the purchase, sale, value, use, transportation or storage of Goods (collectively referred as the "Taxes"). All such Taxes shall be the sole responsibility of Buyer, and Buyer agrees that such Taxes will be in addition to the quoted sales prices, and Buyer agrees to pay such Taxes to Seller, or to pay to the taxing authority directly and provide evidence sufficient to satisfy Seller that such Taxes have been paid in full.

8. **WARRANTIES** (the "Warranty"). Seller warrants for ninety calendar days after the earlier of (i) the date of delivery of the Goods or provision of Services to Buyer, or (ii) the date of pick up of the Goods by carrier on behalf of Buyer (hereinafter, such earlier date being known as the "Warranty Period"), only that Seller has complied with all applicable federal and state laws, rules, regulations, codes and ordinances in the performance of the Sales Agreement. Seller warrants for the Warranty Period that the Goods ("Goods" being defined as OCTG, Line Pipe or other tubulars manufactured by Seller) supplied shall be new, made in accordance with usual industry practices, meeting the Buyer's specifications, if any, as detailed in the Sales Agreement and shall be free from defects of manufacture for the Warranty Period.

SELLER HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER OR FURTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY THAT MIGHT OTHERWISE ARISE FROM THE COURSE OF DEALINGS BETWEEN BUYER AND SELLER OR FROM ANY USAGE OF TRADE. ANY TECHNICAL ADVICE PROVIDED BY SELLER WITH RESPECT TO THE USE OF GOODS SOLD AND/OR SERVICES PROVIDED HEREUNDER IS FOR INFORMATIONAL PURPOSES ONLY, AND SELLER MAKES NO REPRESENTATION OR WARRANTY AND ASSUMES NO OBLIGATION OR LIABILITY FOR ANY SUCH ADVICE.

Subject to Section 9, Buyer's remedies under this Warranty shall be limited, at Seller's sole discretion, to (i) the replacement of the Goods with substitutable material or the repair of defective Goods within a reasonable time after Buyer returns the Goods to Seller's Facility; or (ii) a refund the sales price of the defective Goods, provided, however, that in no event shall Seller be responsible for any warranty, repair, indemnity or any other claims or expenses regarding the Goods unless Buyer first complies with Article 11 herein and Seller's analysis confirms that the Goods were properly handled, stored, installed and maintained by Buyer and not damaged, abused, misused or inappropriately modified.

Seller's Warranty does not extend to materials purchased from a third-party vendor through the Seller. All such third-party vendor materials are covered solely by their respective vendors' warranties, if any. Seller shall transfer any such third-party vendor warranties to Buyer, to the extent transferable without voiding such third-party vendor warranties.

If Buyer resells the Goods (including third-party vendor materials purchased under the terms of the Sales Agreement), Articles 8 through 14 of these Terms and Conditions shall be incorporated into the agreement of the resale.

9. LIMITATION OF SELLER'S LIABILITY. IN NO EVENT SHALL SELLER'S LIABILITY, REGARDLESS OF THE CAUSE THEREOF, EXTEND BEYOND REPLACEMENT OR REPAIR OF GOODS OR REFUND THE SALES PRICE, EITHER BEING AT SELLER'S SOLE ELECTION, NOR SHALL SELLER HAVE ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFIT, DELAY, LOSS OF TIME, COST OF LABOR EXPENDED, PENALTIES, SURCHARGES INCURRED BY BUYERS OR FOR ANY SEPARATE, SPECIAL, EXEMPLARY, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES RESULTING FROM REJECTION OF FINISHED PARTS BY BUYER OR BUYER'S CUSTOMER(S); POLLUTION, CONTAMINATION OR RADIATION DAMAGE (INCLUDING THE COST OF CONTAINMENT, CLEANUP OR DISPOSAL); SUBSURFACE LOSS OR DAMAGE, INCLUDING LOSS OR DAMAGE TO ANY RESERVOIR, FORMATION, WELL, BOREHOLE OR IN-HOLE EQUIPMENT, OR IMPAIRMENT OF ANY RIGHT TO WATER, OIL, GAS OR OTHER MINERAL SUBSTANCES; DAMAGE, LOSS, DESTRUCTION, PERSONAL INJURY OR DEATH ARISING ON THE SURFACE AS A RESULT OF A SUBSURFACE OCCURRENCE; OR KILLING OR RETAINING CONTROL OF A WILD WELL OR REDRILLING, REWORKING, OR FISHING, EVEN IF THE DAMAGE, LOSS, COST OR EXPENSES RESULT FROM THE SOLE OR CONCURRENT NEGLIGENCE OF SELLER OR ITS AFFILIATES, WHETHER ARISING FROM CONTRACT, TORT, SELLER'S NEGLIGENCE, STRICT LIABILITY OR ANY EXPRESS OR IMPLIED WARRANTY.

TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE SELLER AND THE SELLER'S AFFILIATES, AND ITS AND THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES AND SUBCONTRACTORS, TO THE BUYER AND ANYONE CLAIMING BY OR THROUGH THE BUYER, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS AND EXPERT-WITNESS FEES AND COSTS OF ANY NATURE WHATSOEVER OR CLAIMS AND EXPENSES RESULTING FROM OR IN ANY WAY RELATED TO THE SALES OF THE GOODS AND/OR SERVICES OR THE SALES AGREEMENT, FROM ANY CAUSE OR CAUSES WHATSOEVER, SHALL NOT EXCEED THE INVOICED AMOUNT OF THE DEFECTIVE GOODS AND/OR SERVICES. IT IS INTENDED THAT THIS LIMITATION SHALL APPLY TO ANY AND ALL LIABILITY OR CAUSES OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW.

NO CLAIMS OF ANY NATURE, WHETHER BASED IN CONTRACT, TORT, STATUTE, OR OTHERWISE, MAY BE BROUGHT OR FILED AGAINST SELLER OR ANY OF ITS PARENT OR AFFILIATES OR ITS AND THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND SUBCONTRACTORS, MORE THAN TWELVE (12) MONTHS AFTER DELIVERY OF THE GOODS AND/OR SERVICES TO BUYER.

10. **INSPECTION.** In all sales, Buyer must conduct a timely inspection of the Goods and/or Services within a commercially reasonable time and manner not to exceed seven (7) calendar days from Buyer's receipt of the Goods and/or Services. Buyer's use or enjoyment of the Goods and/or Services or resale of the Goods shall be deemed an acceptance of the Goods and/or Services involved as conforming to Sales Agreement, unless Buyer provides Seller written notice of rejection or of a nonconformity respecting such Goods and/or Services prior to or concurrent with Buyer's use thereof and in accordance with Article 11 herein. Buyer's inspection or failure to inspect the Goods and/or Services shall not delay payment owed to Seller.

11. CLAIMS. Claims for any nonconforming Goods and/or Services must be made by Buyer to Seller, in writing, within ten (10) business days after Buyer's receipt of such Goods and/or Services. The Buyer must provide proof of non-conformity of the purchased Goods and/or Services, and the Seller shall have the right to request samples, perform a joint inspection, or order an independent inspection report. Failure by Buyer to give notice within such ten (10) business days period shall constitute an unqualified acceptance of such Goods and/or Services by Buyer, and a waiver of any right to reject or revoke acceptance of such Goods and/or Services. **IN NO EVENT SHALL ANY CLAIM BE MADE AGAINST SELLER MORE THAN TWELVE (12) MONTHS AFTER DELIVERY OF THE GOODS AND/OR SERVICES TO BUYER.**

12. MODIFICATION TO GOODS. Buyer is not authorized to modify, repair or alter the Goods except at Buyer's sole and own risk. No claims against Seller shall be allowed for any modification, repair or alteration of the delivered Goods by any person. Any modifications to the Goods without Seller's written consent shall void all of Seller's warranties and shall waive all Seller liability, including, but not limited to, the Warranty set forth in Article 8 herein.

13. INDEMNIFICATION. Buyer shall RELEASE, PROTECT, DEFEND AND INDEMNIFY AND HOLD SELLER AND PARENT AND ITS AFFILIATES, AND ITS AND THEIR OFFICER, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND INVITEES (the "Seller Group") HARMLESS from and against any and all losses, claims, damages or expenses (including any reasonable attorneys' fees) incurred, either directly or indirectly, by any member of Seller Group, including but not limited to those arising or related to illness, bodily injury, death or damage to property, by reason of:

- a. the failure of Buyer, or any its affiliates, carriers, customers, or contractors (excluding any member of Seller Group), and its or their officers, directors, employees, agents, representative, and invitees (collectively the "Buyer Group"), to follow specifications, instructions, labels, warnings or recommendations respecting the Goods and/or Services furnished by Seller Group;
- b. the failure of any member of Buyer Group to comply with all applicable legal requirements respecting the Goods and/or Services;
- c. the failure of Buyer's carrier to properly secure the Goods for transportation;
- d. the loading of Goods as directed by any member of Buyer Group;
- e. misuse, modification or misapplication of the Goods by any member of Buyer Group;
- f. the installation of the Goods by Buyer Group or any other third-party;
- g. the ingress and egress on Seller Group's property to facilitate the delivery and transportation of the Goods to Buyer Group;
- h. the transportation and delivery, including loading and unloading, of the Goods to Buyer Group;
- i. any breach of the Sales Agreement by Buyer Group;
- j. any misrepresentation by Buyer Group; or
- k. any infringement or alleged infringement of any patent, trademark, copyright or trade secret by Buyer Group.

14. GOVERNING LAW, JURISDICTION, JURY WAIVER. These Terms and Conditions and the Sales Agreement by and between Buyer and Seller for the purchase and sale of Goods and/or Services created hereunder are deemed made in Texas and shall be governed as to validity, interpretation, construction, effect, and in all other respects, by the laws of the State of Texas, without giving effect to the conflict of laws principles thereof. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms and Conditions or the sale of Goods and/or Services from Seller to Buyer.

Buyer and Seller irrevocably consent and submit to the exclusive jurisdiction and venue of any state or federal court situated in Harris County, Texas with respect to any litigation arising out of the Sales Agreement or these Terms and Conditions or the performance or breach thereunder, and hereby irrevocably designates the Secretary of the State of Texas as their agent for service of process unless another agent has been registered in the State of Texas and agree that process may be served upon Buyer and Seller in any manner permitted by Texas law.

THE PARTIES, EACH HAVING HAD THE OPPORTUNITY TO REVIEW THIS WAIVER WITH LEGAL COUNSEL, KNOWINGLY AND VOLUNTARILY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY LEGAL PROCEEDING RELATING TO THESE TERMS AND CONDITIONS, THE SALES AGREEMENT OR ANY ASSOCIATED TRANSACTIONS BETWEEN THE PARTIES TO THE SALES AGREEMENT.

15. FORCE MAJEURE. In the event Seller's performance hereunder is delayed or made impossible or commercially impracticable due to any cause beyond Seller's reasonable control (including act of God, hurricane, tropical storm, fire, war, terrorism, strike or other differences with workers, trade actions, shortage of product, delay in or lack of transportation, temporary or permanent plant shutdown (whether partial or complete), compliance with or other action taken to carry out the intent or purpose of any law, regulation, or other requirement of any governmental authority (each, a "Force Majeure" event), the Seller shall have reasonable additional time in which to perform its obligations pursuant to the Sales Agreement as may be reasonably necessary under the circumstances.

In the event that such Force Majeure event continues for more than sixty (60) calendar days, either the Seller or Buyer shall be entitled to rescind the Sales Agreement subject to a written notification to that effect to the other party.

16. **WAIVER.** Neither any failure nor any delay on the part of Seller in exercising any rights hereunder or under the Sales Agreement shall operate as a waiver of any of Seller's rights. Any waiver by Seller of any breach of, or any default under, any provision of these Terms and Conditions or the Sales Agreement by Buyer will not be deemed a waiver of any subsequent breach or default. All rights and remedies granted herein are in addition to all remedies available at law or in equity.

17. **EXPORT.** If Buyer exports the Goods and/or Services outside of the United States, Buyer agrees to comply with all relevant laws and regulations, including, but not limited to, those of the United States Department of Commerce and the United States Export Administration Act, so as to insure that the Goods and/or Services are not exported in violation of any applicable law or regulation.

18. **ASSIGNMENT.** Buyer may not assign its rights or obligations hereunder (whether voluntarily, involuntarily, by operation of law, transfer of majority or controlling interest or otherwise) without the prior written consent of Seller. These Terms and Conditions shall be binding upon Buyer and its successors and permitted assigns. Seller may assign, subcontract the whole or a part of its rights and obligations to its affiliates or third parties without Buyer's consent.

19. **PATENT INFRINGEMENT OR TRADE SECRET VIOLATION CLAIMS.** Buyer expressly warrants to Seller that Goods and/or Services fabricated, manufactured or sold by Seller to Buyer in accordance with drawings, specifications or other information provided by Buyer shall not infringe upon any valid United States patent, copyright, or trademark, or knowingly violate any trade secret or other proprietary right of any person or entity.

20. **SEVERABILITY.** If any provision of these Terms and Conditions shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions, and the remaining Articles and Sections shall continue in full force and effect.

21. **ANTI-INDEMNITY STATUTES.** If any defense, indemnity, or insurance provisions contained in these Terms and Conditions conflicts with, is prohibited by, or violates public policy, under any law applicable to a particular situation arising from or involving the Goods and/or Services, the parties hereto understand and agree that the conflicting, prohibited, or violating provision will be deemed to be automatically amended to the extent necessary to conform with, not be prohibited by, and avoid violating public policy under that applicable law. No other provision of these Terms and Conditions shall be amended or affected thereby. The parties hereto agree that the exculpatory, indemnification and hold harmless provisions herein shall be modified or altered only insofar as required by a jurisdiction purporting to limit such provisions, it being the intention of the parties hereto to enforce to the fullest extent all terms and conditions herein agreed between the parties.

22. **FOREIGN CORRUPT PRACTICES ACT.** Seller, in connection with the sale of Goods and/or Services to Buyer hereunder, and Buyer, while acknowledging that it is an independent contractor from Seller in connection with any purchase order, Sales Agreement, the purchase of Goods and/or Services hereunder and the resale of such, agree to comply with the United States' Foreign Corrupt Practices Act, as amended from time to time (the "FCPA"), by not paying, offering or agreeing to pay, authorizing the giving of, or causing to be paid, directly or indirectly, any money or other thing of value to any foreign official (as defined in the FCPA) to obtain or retain business or influence such foreign official in the performance of his or her duties.

23. **CONFIDENTIALITY.** Any samples, drawings, models, technical specifications, proposals or other information furnished by Seller, are intended for confidential use by Buyer, shall remain the property of Seller and shall not be used or disclosed by Buyer without the express written consent of Seller. The Sale of Goods and/or Services shall in no way entitle the Buyer to any right to use any confidential information or intellectual property of Seller.

24. **AMENDMENT AND MODIFICATION.** These Terms and Conditions may not be amended, supplemented, modified, superseded or otherwise modified without the written consent of both the Buyer and Seller.

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Borusan Mannesmann provides a reporting hotline, at 833-390-0003 or www.lighthouse-services.com/borusan, for the anonymous reporting of any of the following issues: Ethical violations; Quality of Service; Improper Conduct; Alcohol and Substance Abuse; Threats; Fraud; Bribery and Kickbacks; Conflicts of Interest; Violations of the Law; and Falsification of Contracts, Reports or Records.