

In these Terms and Conditions, the "Seller" means Sigma Geostechnical Solutions, LLC. It is a basic assumption of the contract that the goods involved be duly delivered to Seller under its existing contracts with its suppliers. "Buyer" means customer of Sigma Geostechnical Solutions, LLC, whether such customer is buying or leasing goods.

1. ENTIRE AGREEMENT

(a) This contract is intended by the Seller and Buyer to be a final expression and a full and complete statement of their agreement. No representation or statement made by Seller or any other person, whether authorized or not, may be relied upon or form a part of the contract for the sale of the goods by Buyer unless said representation or statement is included herein and made a part of hereof.

(b) No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this agreement. Acceptance or acquiescence in a course of performance rendered hereunder shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No subsequent modification of these terms and conditions shall be effective unless confirmed in writing by an authorized officer of the Seller.

(c) In the event the contract is deemed or interpreted to be an "Installment contract," the delivery of non-conforming goods, or a default of any nature, in relation to one or more installments of this contract will not substantially impair the value of this contract as a whole and will not constitute a breach of the contract as a whole.

(d) Unless otherwise expressly agreed in writing by Seller, every sale by Seller shall in every case be subject to these terms and conditions to the exclusion of any other terms whether contained in an earlier set of terms issued by Seller or in a form of order or any other document issued by the Buyer or otherwise arising whether expressly or by implication. This statement constitutes notice pursuant to Section 2-207 of the Uniform Commercial Code. Seller's sale of goods is conditioned on Buyer's agreement to the terms herein.

2. CHOICE OF LAW

This contract and all claims of any kind between the Buyer and Seller relating to this contract or transaction shall be governed by and interpreted in accordance with the laws of the State of Louisiana, which are in force on the date of this Agreement without regard to the conflict of law principles of any state to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Louisiana.

2.1 CHOICE OF FORUM

All actions or proceedings either directly or indirectly arising from or related to this contract or transaction, regardless of whether grounded in contract, tort, or any other legal theory, shall be brought only in State or Federal Court in Lafourche Parish, State of Louisiana, and Buyer hereby consents and submits to the exclusive jurisdiction and venue of such courts for the purpose of such actions or proceedings.

3. STANDARDS

The goods will be supplied in substantial compliance with the Buyer's specifications. Reasonable variations under and over the quantity ordered shall be taken or allowed.

4. INFORMATION FROM BUYER

All specifications and other necessary information required to be supplied by the Buyer shall be subject to the approval in writing of the Seller and must be received by the time stipulated by the Seller, and, if not so received, the Seller shall be entitled either to extend the time of delivery of the goods for a reasonable period or to terminate any deliveries not made by giving notice to the Buyer.

5. PRICE & PAYMENT

(a) The price is payable in U.S. currency unless otherwise stated. The price to be paid shall not be subject to any discount or reduction, except as agreed in writing by an authorized officer of the Seller.

(b) Payment shall be made: 1) according to terms on Proposal at the time specified on the face hereof and full and final payment shall be made in no event later than 30 days after delivery and invoice date. A deposit may be required depending on the Seller's business decision. If deposit is required, it shall be stated in the Proposal. If timely payment is not made, the Seller, in addition to its other legal rights, shall be entitled to charge interest on all overdue payments at the rate of 2% per month over the prime rate of Citibank N.A. of New York as in effect from time to time, but no less than 9% per annum. The interest charge, however, shall not exceed any applicable ceiling on interest which may be legally charged.

6. TAXES

Prices are exclusive of all sales, use, or excise taxes, and any other taxes, duties, tariffs, and charges of any kind imposed by any federal, state or local governmental entity on the goods or the transaction, all of which shall be paid by Buyer. In addition, the Buyer shall bear the burden of any new, additional, or increased tax, public charge, freight, tariff or duty which may after the date of the quotation or contract be levied on or imposed upon this transaction, on the goods to be sold, or upon any sale, delivery, or other action taken

hereunder, or upon the export or import of such goods or materials required to produce the goods.

7. DELIVERY

Dates or periods for delivery are approximate and are given for information only and shall, under no circumstances, be essential terms. Unless otherwise specified, the Seller shall have the right to make partial deliveries. Each partial delivery or installment of the goods shall be deemed to be sold under a separate contract containing all of the terms and conditions set forth herein and payment shall be due therefore as delivered in accordance with the terms of payment herein. Title to and ownership of the goods shall pass to Buyer upon delivery of such goods, provided, however, that until the goods are paid for in full, Buyer shall keep the goods free and clear of all liens, levies, encumbrances and charges of every kind whatsoever, shall give the Seller notice thereof, shall defend the goods against such claims, and shall indemnify and hold the Seller harmless from any loss or damage caused thereby.

8. DAMAGE DURING SHIPMENT

Where the goods are packed or protected as specified on the face hereof (or, in the event of no such specifications, the goods are delivered without any or sufficient packing or protection) the Seller shall not be liable for any deterioration or damage of the goods (including rusting) during transit.

9. CLAIMS FOR DAMAGE IN SHIPMENT

No claims respecting loss or damage to goods in transit shall be recognized unless notice is given by the Buyer to the Seller as follows:

(a) In the case of non-delivery of all the goods, if the Buyer gives written notice thereof to the Seller at the address shown on the face hereof and Seller's agent at the place where the loss is discovered, within forty-eight hours after date of the Seller's advice note or other notification of dispatch of the goods; and

(b) In case of partial loss and/or damage of the goods, if the Buyer gives immediate notice thereof (if oral then to be subsequently confirmed in writing) to the Seller at the address shown on the face hereof and Seller's agent at the place where the partial loss and/or damage to the goods is discovered. Such notice must be given in any event not later than forty-eight hours after tender of delivery of the goods.

10. INSPECTION

(a) Buyer shall inspect the goods at time of Delivery of the goods and either accept or, if such goods are nonconforming goods or excess goods, reject such goods. Buyer will be deemed to have accepted the goods unless it notifies Seller in writing of any nonconforming goods or excess goods during the forty-eight hours after Delivery and furnishes such written evidence or other documentation as required by Seller, including but not limited to written notice stating all defects on which Buyer proposes to rely. Seller shall determine, in its sole discretion, whether the goods are nonconforming goods or excess goods. If Seller determines that the goods are nonconforming goods or excess goods, it shall, in its sole discretion: cure the non-conformity at a location to be designated by Seller; or pick up and replace such goods within a reasonable time at the place of delivery as stated by in this contract; or allow the Buyer to retain such defective goods and credit Buyer with the invoice price thereof less their fair market value; or pick up such goods and credit Buyer with the invoice price thereof.

(b) If Seller agrees to allow Buyer or its agent or representative to inspect the goods at the producing works before delivery, that inspection shall be final and on its completion the Buyer shall be deemed to have accepted all goods made available for inspection unless Buyer or its agent or representative shall serve within forty-eight hours of the completion of its inspection, notice that the goods or any part thereof, are not in accordance with the contract or specifications. Seller shall then have the right to inspect said defective goods and, if proved to be defective, Seller, within a reasonable period of time, shall have the right to cure the non-conformity, or replace the goods at the place of delivery stated in this contract or, at Seller's option, allow Buyer a credit for the invoice price thereof;

(c) The remedies afforded Buyer in this paragraph are in lieu of any other legal or equitable remedies, including those set forth in paragraph 15 hereinafter. Buyer's failure to inspect and/or notify seller as provided above shall be deemed to be a waiver of any and all rights and remedies that buyer may have with regard to any defect or non-conformity regarding the goods, except for any latent defect which would not have been discoverable upon reasonable inspection.

11. BUYER'S MATERIALS

Where the Buyer supplied patterns, drawings, samples, equipment or materials (hereinafter sometimes referred to collectively as "materials") for the production of the goods, the quotation of the Seller is made on the assumption that such patterns or other materials are in good condition, true to drawings and entirely suitable to the methods of production of Seller or Seller's supplier, and for the production of the goods in the quantities required. For the mutual benefit of the parties, the Buyer will consult the Seller when new patterns or materials are to be made. While the Seller uses its best endeavors to verify patterns or materials supplied by the Buyer, no responsibility is accepted by the Seller for the accuracy of the Buyer's patterns or materials. Replacement of, or alterations, or repairs to the Buyer's patterns or materials due to normal wear and tear which render their condition unsuitable for satisfactory production, shall be paid for by the Buyer. The Seller will use the best endeavors to ensure that all reasonable care is taken of the Buyer's patterns or materials while in the Seller's or its supplier's possession, but no liability is accepted for loss or damage arising from accident, fire, flood, larceny, civil commotion, war, or deterioration.

No insurance will be affected with respect to patterns or materials lodged with the Seller or its supplier from which the Buyer has not required goods to be made for a period of twelve (12) months or more.

12. SELLER'S DRAWINGS

All drawings and specifications submitted to the Buyer remain the Seller's property and must not be copied, disclosed to any third party, or otherwise used without the Seller's written permission. Upon Buyer's approval of Seller's drawings and/or specifications, Buyer waives any claim of defect against Seller.

13. BUYER'S INDEMNIFICATION

13.1 To the maximum extent permitted by law, Buyer shall indemnify, hold harmless, and defend Seller and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") from any and all losses, damages, diminutions in value, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees, that are incurred by or awarded against Indemnified Party in any action, final judgment, administrative proceeding, or alternative dispute resolution proceeding, arising out of any third-party claim alleging:

- (a) any breach or non-fulfillment of any material representation, warranty, or covenant under this Agreement by the Buyer;
- (b) any failure by Buyer or its personnel to comply with the performance obligations under this Agreement or any applicable law, rule, or regulation;
- (c) any negligent or more culpable act or omission of Buyer or its personnel (including any reckless or willful misconduct) relating to or arising out of this agreement or transaction;
- (d) harm arising from the use of goods sold under this agreement or any products in which such goods are used, including, but not limited to, infringement of any patent, trademark or trade name copyright and the like, or from any latent or hidden defects in the quality of said goods or resulting products, or from the dangerous condition thereof; or
- (E) BODILY INJURY OR DEATH OF ANY EMPLOYEE OF BUYER, ITS AGENTS, ITS SUBCONTRACTORS OF ANY TIER, OR THEIR RESPECTIVE AGENTS AND EMPLOYEES (COLLECTIVELY "BUYER'S EMPLOYEES"), ARISING OUT OF OR RELATING TO THIS AGREEMENT OR TRANSACTION, ALLEGEDLY DUE TO THE ACTS, OMISSIONS, OR NEGLIGENCE OF AN INDEMNIFIED PARTY, EVEN IF SUCH NEGLIGENCE OR OTHER ACTS OR OMISSIONS ARE ACTIVE OR PASSIVE, DIRECT OR INDIRECT, SOLE, JOINT OR CONCURRENT. THIS INDEMNITY AGREEMENT IS INTENDED TO INDEMNIFY THE AFOREMENTIONED INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, AS PROVIDED ABOVE. In the event that the duty to defend arises, the Buyer must obtain the Seller's consent in selection of counsel, which will not be unreasonably withheld.

13.2 Indemnification Savings Clause. In the event any provision, subsection, or term of this Paragraph is inconsistent with or contrary to any applicable federal, state or local law, rule, regulation, or anti-indemnity statute, said provision, term, or subsection shall be deemed modified to the extent required to comply with said law, rule, regulation, or anti-indemnity statute, and as so modified said provision, term, or subsection, and this Agreement shall continue in full force & effect, affording the broadest possible indemnification allowed by law.

14. LIMITATIONS ON BUYER'S REMEDIES, CONSEQUENTIAL DAMAGES WAIVER, LIMITATIONS ON SELLER'S LIABILITY, AND DISCLAIMER OF WARRANTIES

Inasmuch as the value of the goods sold hereunder may be substantially disproportionate to the value of products to be used in conjunction herewith, and, for the express purpose of limiting the liability of Seller and the remedies available to Buyer to an extent which is reasonably proportionate to the commercial value of this transaction, Buyer and Seller agree:

(a) In keeping with the course of performance and dealing, usage of trade, and the accepted practice of Seller, with respect to any claim or loss arising out of this transaction or agreement, regardless of the theory, whether such claim is grounded in tort or contract, including any claim alleging Seller's negligence, strict products liability, breach of contract, breach of warranty, or any other tort, Seller's liability to Buyer, or to any party claiming through or on behalf of Buyer, shall be limited to an amount equal to the purchase price of the goods paid by the Buyer to the Seller less the fair market value of the goods in Buyer's possession with respect to which such liability is claimed, or, where appropriate and at the option of the Seller, Seller may replace the goods or replace and pick-up the goods. In no event shall Seller be liable for consequential or incidental damages, delay damages, lost profits, or expenses arising out of this transaction; no action, regardless of form, arising out of this transaction or under this agreement may be brought by the Buyer more than one year after the cause of action has accrued.

(b) The Buyer shall not be entitled to withhold payment of any amount payable under the contract to the Seller because of any disputed claim of the Buyer, nor shall the Buyer be entitled to set off against any amount payable under the contract to the Seller, any monies which are not presently payable by the Seller, or for which the Seller disputes liability.

(c) Seller hereby disclaims all warranties, express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, and all

warranties otherwise arising by operation of law, course of dealing custom of trade or otherwise.

16. SELLER'S REMEDIES

In the event that the Buyer fails to perform any of its obligations, the Seller shall be entitled to all legal and equitable remedies including those specified herein and under the Uniform Commercial Code.

(a) The Seller shall have the right to withhold shipment of any portion of the goods covered by the contract in the event the Buyer fails to make payment when due for prior shipment under the contract. Such action on the part of the Seller shall not release the Buyer from its obligation to accept and pay for such remaining portion of the goods if and when shipped by the Seller.

(b) Notwithstanding any specified payment terms, the Seller may require payment in advance before making any shipment if the Buyer's credit, at any time, in the sole judgment of the Seller, becomes impaired. The total contract price shall become immediately due and payable and the Seller may cancel the unperformed portion of the contract upon the Buyer's failure to make payment when due.

(c) In addition to the above remedies, the Seller shall be entitled to recover lost profit, incidental damages, consequential damages, and costs incurred, which shall include, but not be limited to, mill cancellation fees or penalties, imposed by its supplier or manufacturer, as well as any other liabilities incurred by Seller in filling Buyer's order.

(d) All of the foregoing remedies are cumulative as necessary to put Seller in a position as good as if Buyer performed; provided however that nothing herein shall be construed as allowing Seller a double recovery for the same injury.

(f) If Seller is the prevailing party in any action against Buyer, Seller shall be entitled to recover all of its costs, fees (including reasonable attorney's fees) and expenses in pursuing any and all of its remedies against the Buyer.

17. FORCE MAJEURE

The Seller shall not be liable for any delay in manufacture or delivery due to fire, acts of terrorism, strikes, disputes with workmen, war, civil commotion, epidemics, floods, natural disasters, accidents, delays in transport, shortage of vehicles, shortage of fuel or other material, shortage of labor, acts, demands or requirements of the Government of the United States, or any other State or Government, blockades, embargoes, or to any other causes beyond the reasonable control of the Seller, or of the Seller's supplier, notwithstanding that such causes of delay are operative at the time of making the contract, and the existence of such causes of delay shall justify the suspension of manufacture and shall extend the time of performance on the part of the Seller to such extent as may be necessary to enable it to make delivery in the exercise of reasonable diligence after the causes of delay have been removed. If the manufacture or delivery of the goods is still prevented or hindered at the end of a reasonable period, the Seller may terminate any deliveries not made by giving notice to the Buyer, and the Seller shall have no liability whatsoever to the Buyer in connection with any such deliveries not made.

18. TERMINATION & CANCELATION

(a) Seller may cancel this contract at any time without notice to the Buyer in the event that Buyer breaches any of the terms and conditions of this contract.

(b) Seller may terminate this contract at any time without notice to the Buyer if Buyer makes any assignment of assets, or if a trustee or receiver is appointed to administer or conduct Buyer's business or affairs, or if a petition is filed regarding Buyer for the approval of a plan of reorganization or voluntary or involuntary bankruptcy, or if Buyer is unable to pay its debts as they become due. Such termination shall be without prejudice to any right vested in Seller at the date of such termination, and the Seller's existing rights and obligations under the provisions of this contract shall not be affected by such terminations.

(c) Seller may terminate this contract at any time at its convenience, either in whole or in part, by written, email, or facsimile notice at any time. If this contract is terminated for convenience, any claim of Buyer shall be settled on the basis of reasonable costs it has incurred in the performance of this contract.

19. WAIVER

No delay or failure by either party to exercise any right under this contract, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless said waiver is supported by additional consideration and authorized in writing by the party so waiving.

20. ASSIGNMENT & DELEGATION

No assignment or delegation of any obligation owed or of the performance of any obligation hereunder by the Buyer shall be made without written permission of the Seller.

21. SEVERABILITY & PARTIAL INVALIDITY

The invalidity or unenforceability of any particular provision or term of this contract shall not affect the other provisions or terms hereof, and this contract shall be construed in all respects as if such invalid or unenforceable provision or term were omitted. The invalidity or unenforceability of any particular provision or term of this contract in any jurisdiction shall not invalidate or render unenforceable such provision or term in any other jurisdiction.