



Benoit is a leading provider of premium threading, completion products, and engineered services to the upstream oil and gas industry.

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(a) Buyer shall give Benoit prompt written notice of any suit for or claim of infringement; and

(b) Benoit's liability under this indemnity shall not exceed the amount received by Benoit from Buyer for such product. This indemnity shall not apply to any product not manufactured by Benoit or to any product made, in whole or in part, to Buyer's specifications, and also shall not apply to the use of a product in combination with other materials in such a manner that the combination (and not the product manufactured by Benoit) is the basis for the claim of infringement. Benoit shall be entitled, at its option, to settle or compromise any claim or suit for infringement and to intervene in and/or to control the defense of any infringement suit. The Indemnity in this Paragraph 7 is in lieu of any other warranty or indemnity, expressed or implied, with respect to infringement.

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9. No statement or recommendation made or assistance given by Benoit or its representatives to Buyer or its representatives shall constitute a warranty by Benoit or a waiver or modification of any of the provisions hereof or create any liability for Benoit. There are no understandings or agreements between Buyer and Benoit relative hereto which are not fully expressed herein. These General Terms and Conditions contain the entire agreement of the parties regarding the subject matter hereof.

10. With respect to any tubular goods Buyer acquired from Benoit, Buyer agrees to handle such goods in accordance with API Publication RP 5C1, Care and Use of Casing and Tubing, including without limitation § 6.3 thereof, Storage, and with good industry practice, and to defend, indemnify and hold harmless Benoit from any loss, cost or damage resulting from Buyer's failure to perform its obligations under this section 10.

11. Benoit shall be entitled to invoice Buyer on the date which Benoit has completed manufacturing and notifies Buyer that the manufactured products are available to be accepted by Buyer. Unless otherwise agreed, Benoit's payment terms are net thirty (30) days from invoice date.

12. Buyer agrees to transmit a copy of the Terms and Conditions set forth herein to any persons to whom Buyer sells, leases or otherwise furnishes the products and/or services provided Buyer by Benoit and to obtain such person's agreement thereto, and Buyer agrees to defend and indemnify Benoit for any liability, loss, costs and attorneys' fees which Benoit may incur by reason, in whole or part, of failure by Buyer to transmit the Terms and Conditions as provided herein, whether or not such damage was caused in whole or in part by the negligence or fault of Benoit.

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15. Buyer acknowledges that these General Terms and Conditions include provisions for the indemnification and/or exoneration of Benoit against the consequences of its own negligence or fault, and agrees that these General Terms and Conditions comply with the express negligence rule, are conspicuous and afford fair notice.

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