



*Consistently Exceeding Customer Expectations*

P.O. BOX 2618, HOUMA, LA 70361 985-879-2487 www.benoit-inc.com

## **BENOIT PREMIUM THREADING LLC GENERAL TERMS AND CONDITIONS**

All Benoit Premium Threading, LLC (“Benoit”) products and services are sold, leased or otherwise furnished in accordance with these General Terms and Conditions. These Terms and Conditions supersede all prior terms and conditions and shall be the sole terms and conditions which apply to any sale, lease or other furnishing of products or services. Acceptance by Buyer, lessee or user (hereinafter collectively referred to as “Buyer”) of the products and/or services provided by Benoit pursuant to any order or request from Buyer shall be deemed a full acceptance by Buyer of all of the Terms and Conditions set forth herein. Different or additional terms proposed by Buyer are deemed material alterations and are objected to and rejected unless agreed to by Benoit in writing.

1.(a) Subject to the limitations hereafter set forth, Benoit warrants the products and services sold by it to be free from defects in workmanship or material for one year from (I) shipment from Benoit’s factory in the case of products or (ii) the completion of performance of services in the case of services. Benoit’s obligation under this warranty for any products or services found by Benoit to be defective in workmanship or material is limited to, at Benoit’s option, repairing or replacing such products, or reperforming such services, or refunding the amount which Benoit received from Buyer for such products or services. In no event shall Benoit be liable for special, indirect, incidental or consequential damages including environmental damage or remediation claims, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR FAULT OF BENOIT. It is expressly agreed that THIS WARRANTY SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. To the full extent allowed by law, Benoit disclaims any warranty to any persons other than the Buyer.

(b) In addition, this warranty shall not apply if the product or service has been subject to misuse, negligence or accident, modification, heating, machining, bending, welding, or alteration of any kind, or has not been operated or installed in accordance with Benoit instructions or has been operated under conditions more severe than, or otherwise exceeding, those set forth in the specifications for the product or service. This warranty does not extend to Benoit products used with components which are not manufactured or approved by Benoit.

(c) Benoit does not warrant that its products or services meet the requirements of any safety code of any state, municipality, or other jurisdiction or that they will perform as anticipated or desired by Buyer and Buyer assumes all risks and liability whatsoever resulting from the use thereof, whether used singly or in combination with other machines, apparatus, or equipment.

(d) Products furnished by Benoit but not manufactured by Benoit will carry only the warranty of the manufacturer of such products,

if any. Benoit does not warrant any products not manufactured by Benoit.

(e) Products and services shall be subject to Benoit’s stated manufacture variations. All tables published by Benoit are based upon information believed reliable; however, Benoit does not guarantee accuracy of same. All measurements and weights set forth in such tables are subject to reasonable tolerance variations.

(f) Any claim on account of defective materials or services, shall conclusively be deemed waived by Buyer, lessee or user unless (I) Benoit is promptly given notice in writing of any such defect during the warranty period set forth in (a) above; (ii) Buyer has kept such products or results of services in condition so that Benoit can examine same.

(g) The liability of Benoit for any loss or damage in any way resulting to Buyer or any other person from any failure of a product or service to conform to order or specification, or on account of breach of warranty, or NEGLIGENCE or failure to conform to any standard of care in anything done or omitted by Benoit or any employee or agent, or on account of patent infringement, shall not in any event exceed the amount which Benoit received from Buyer for the product or service found to be defective. Where other manufacturers’ or suppliers’ products used in Benoit products prove defective, Benoit’s liability shall exist only to the extent that Benoit is able to recover from such manufacturers or suppliers for said defects. The foregoing applies whether or not such damage was caused by the negligence or fault of Benoit.

(h) Benoit’s liability for damage to or loss of property of Buyer or others during performance of work thereon by Benoit or while in Benoit’s possession shall not exceed the price received by Benoit for its work on the article lost or damaged whether or not such damage was caused by the negligence or fault of Benoit.

2. Benoit retains the right to make substitutions and modifications to its products or services, provided that said changes do not affect the performance of those items.

3. Benoit retains for itself all proprietary rights in and to all designs, engineering details and data concerning the services or products sold by it.

4. Any taxes or charges which Benoit may be required to pay or collect under any existing or future law upon or applicable to the sale, purchase, lease, furnishing, manufacture, processing, transportation, delivery, storage, use or consumption of the products of service shall be for the account of Buyer.

5. Failure of Benoit to enforce any of these conditions or to exercise any right arising from the default of Buyer shall not affect or impair Benoit’s rights in case such default continues or in the event of any subsequent fault of Buyer nor shall failure constitute a waiver of any of these conditions.



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6. (a) Benoit shall make delivery of all products EX WORKS at Benoit's designated facility. Benoit will use its best efforts in good faith to deliver the good on or before the agreed delivery date, as adjusted in accordance with the terms hereof. Products stored at the request of the Buyer shall be so stored at the risk of Buyer. Buyer shall pay Benoit reasonable storage charges, and shall reimburse Benoit for any additional sales and/or use tax liability caused by such storage.

(b) Benoit is not liable for delays in delivery or failure to make delivery caused by the elements, acts of God, lack of or inability to obtain materials, fuel or supplies, acts of Buyer, acts of civil or military authorities, breakdown of equipment, differences with workmen, fire, flood, or other casualty, labor shortages, government regulations or requirements, orders bearing priority rating established pursuant to law, shortages or failure of raw materials, supplies, fuel, power or transportation, or other causes beyond the reasonable control of Benoit, whether similar or dissimilar to those enumerated, and whether or not foreseeable, and any delivery date will be extended accordingly.

(c) Benoit shall maintain a purchase money security interest in the products for any portion of the purchase price not paid at the time of delivery and shall retain this interest until Buyer has paid the full purchase price.

7. Subject to the limitations set forth in Paragraph 1 above and in this Paragraph 7, Benoit shall indemnify and hold harmless Buyer from and against all claims, suits, actions, and costs for patent infringement (excluding any consequential damages, liabilities, costs, and loss of revenue or profit resulting from loss of use of the product, but including costs of replacing the infringing product or otherwise curing the infringement), provide that:

(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.

8. The partial invalidity of any of these Terms and Conditions arising by operation of law shall not affect the validity and applicability of the remainder thereof. Benoit may assign its rights under this order to any entity that is controlled by Benoit, controls Benoit, or is under common control with Benoit.

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 acquired from Benoit by Buyer, 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. 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.

13. These General Terms and Conditions and any Special Conditions which may apply shall be construed under and governed by the laws of the State of Louisiana, U.S.A. To the extent the laws of any other jurisdiction are held to apply, Buyer hereby waives to the full extent permitted under such laws all rights given Buyer under such laws which are not also afforded by the laws of the State of Louisiana.

14. Each party shall defend and indemnify the other from claims relating to personal injury including death of their employees or contactors and/or damage to their property.

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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