

Special Warranty Terms and Conditions of the Levare Group

These are the “Special Conditions” referred to in the “International Standard Terms and Conditions of Sale and Service” of the Levare Group. These Special Warranty Terms and Conditions supplement, are in addition to and, to the extent they are inconsistent with, supersede the Warranty provisions of Clause 7 of the “International Standard Terms and Conditions of Sale and Service” of the Levare Group.

Capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the Levare Group’s International Standard Terms and Conditions of Sale and Services.

WARRANTY

1. Seller warrants that Products (including but not limited to tools, supplies and materials) manufactured by Seller or its affiliates, when properly stored, commissioned, installed, used and maintained shall be free from defects in material and workmanship. Seller’s obligation under this warranty shall be limited to replacing or repairing the part or parts or, the Products, at Seller’s option, which prove to be defective in material or workmanship within twelve (12) months from the date of installation or eighteen (18) months from the date of delivery, whichever shall occur first (“**WARRANTY PERIOD**”), provided the Buyer gives Seller prompt notice of any defect and provides proof in a form and substance satisfactory to the Seller (acting in its sole discretion) including all relevant data and documentation needed to assess well and equipment performance and operations. The warranty for products supplied by the Seller that are manufactured by third party manufacturers shall be as provided by such manufacturers.
2. Seller’s sole liability and Buyer’s exclusive remedy under this Warranty are limited to only the repair, replacement or the refund of an equitable portion of the purchase price, at Seller’s sole option, of the Products which prove to be defective within the Warranty Period.
3. A new Warranty Period shall not be established for any Products repaired or replaced under this Warranty. Repaired or replaced Products shall remain under Warranty only for the remainder of the Warranty Period for the original parts or Products, following delivery of the replacement parts or Products. Any products and accessories supplied by but not manufactured by Seller or its affiliates are warranted only to the extent of and by the original manufacturer’s warranty.
4. In the event of suspected Product failure in a particular installation, Buyer shall notify Seller immediately and, prior to pulling the Product out of the hole (POOH), provide all relevant (including preliminary) data related to the failure. Based on this preliminary data, Seller shall advise Buyer whether Seller will send its own representative to observe the POOH. Buyer must not begin the POOH without ascertaining whether a representative of Seller will be observing the POOH. Within three (3) days after the POOH, Buyer shall send the Pull report to Seller. To ascertain whether a warranty claim is valid, a Dismantle, Inspection and Failure Analysis (DIFA) must be conducted by Buyer for purposes of identifying the root causes of the failure. The DIFA shall be conducted at a service base mutually agreed to by Buyer and Seller. Seller also reserves the right to send a representative to participate in the DIFA. Buyer must not begin the dismantle and inspection of the Product without ascertaining whether a representative of Seller will be participating in the DIFA. In the event that the Product failure is ultimately determined not to be the fault of Seller or a member of the Seller Group, Seller shall have the right to receive reimbursement for its direct costs and expenses of sending its representative to observe the POOH and/or participate in the DIFA.
5. Buyer shall complete a DIFA report in accordance with the procedures specified in Seller’s DIFA Manual, which shall be provided to the Buyer with the Order Acknowledgment, within fifteen (15) days after dismantling and inspection of the Product. All data required for the DIFA must be obtained and documented

by Buyer in accordance with the Seller's DIFA Manual. If Buyer provides insufficient data such that the root cause cannot be determined and agreed between both Seller and Buyer, the warranty claim will not be capable of being substantiated and thus shall be deemed invalid. Buyer must preserve all parts and components used in a particular installation where a DIFA is conducted until Seller has acknowledged the validity of the warranty claim.

6. Any suspected defective Products or parts must be held for inspection and shall be returned freight prepaid by Buyer to an authorized service center designated by Seller for inspection upon receipt of a request from Seller. Seller has the right to inspect the Product or part claimed to be defective and shall have the right to determine the cause of such defect. Seller will deliver any replacements for defective Products to Buyer prepaid to the delivery point provided in the original purchase order, if the warranty claim is valid. Products returned to Seller for which Seller provides replacements under this Warranty shall become the property of Seller.
7. A Buyer's claim pursuant to this Warranty shall be made immediately upon discovery of a defect or Product failure and confirmed in writing within fifteen (15) days thereafter.
8. The Warranty will only be applicable to Products that are operated in compliance with Seller's technical requirements, technical passport, technical description and operational instructions.
9. This Warranty on Products is not applicable in the following circumstances:
 - a) Well conditions and operations:
 - Products installed by Buyer's personnel who have not been trained and certified by Seller.
 - Mishandling or misapplication (including multiple start/stops beyond Seller's recommendations).
 - Damage caused directly or indirectly from pulling and running operations.
 - Products that are/were still operating before being pulled out of the well or decommissioned due to reasons not related to Product failure.
 - Products installed and/or operated outside of their intended or stated specifications, requirements and/or operating conditions, including but not limited to, Product installations and/or use outside of agreed upon (or otherwise normal) limitations for the presence of abrasive materials, paraffin and salt deposits, gas and corrosive or aggressive fluids.
 - Products used in or around abnormal well conditions.
 - Products originally designed, purchased, installed and/or operated based on information provided by Buyer, where the inaccuracy of such information has rendered the Products unable to meet the desired operating parameters or target run life.
 - Improper well operations resulting in damage to the Products.
 - Products damaged from tubing string leakage.
 - Unstable or improper voltage supply.
 - Damage caused by lightning.
 - b) Products subjected to improper transportation, storage, handling, application, installation, operation and maintenance.
 - c) Damage or loss of Products during shipping.
 - d) Products or parts which are normally consumed in operations or requiring replacement due to wear and tear, or have a normal life inherently shorter than the Warranty Period.
 - e) Alterations or repairs carried out without the prior written approval of Seller, or use of Product and accessories for a purpose other than that for which such Product and accessories are intended, including the use of unauthorized replacement parts.

- f) Products modified at Buyer's request or used in combination with Products not provided by Seller, which directly or indirectly cause the failure.
 - g) Installations in which Buyer has not applied the application engineering practices for the Products specified and approved by Seller.
 - h) Models or prototypes provided solely for the intention of illustrating the properties of the Products.
 - i) Use of a Product after the earlier of the Buyer's awareness of the defect or the time when the Buyer ought to have become aware of such defect (including awareness through Technical Alert notifications).
 - j) Non-conformity of Products arising from or in connection with information, drawings, bill of materials, chart interpretations, technical specifications or instructions provided by Buyer or third parties to Seller.
 - k) Any parts provided to Seller by Buyer as a component part of the Products and where such defects in materials and/or design supplied by Buyer could not have been discovered by Seller.
 - l) Any products not manufactured by Seller or its affiliates, but purchased by Seller, except to the extent to which such products are covered by the warranty (if any) of the original manufacturer.
 - m) Any situation arising from, or relating to, a breach by Buyer of its obligations under the Contract.
10. Any description of the Products or any specifications, whether in promotional material or elsewhere, used in connection with the Products, is used for the sole purpose of identifying the Products and is not, and shall not be construed to be, a warranty or condition of sale of the Products.
11. Under no circumstances shall Seller be liable to the Buyer or any other person for any special, incidental, indirect, consequential, exemplary or punitive damages whether suffered by the purchaser or any other third party, caused or otherwise attributable to the Products, any defects therein or any repairs or replacements made pursuant to these conditions.

(November 2024)