

Summit ESP, LLC
Standard Terms and Conditions (Sales, Lease, Services)

1. DEFINITIONS

In these Summit Terms and Conditions:

"Agreement" means a contract between Summit and the Buyer for the sale or lease (including for purposes of a well test) by Summit to Buyer of Products and/or Services;

"Buyer" means the person, firm, or company with whom Summit enters into an Agreement;

"Buyer Group" means the Buyer and its co-venturers, and their respective affiliates, agents, partners, directors, officers, and employees;

"Order Acknowledgement" means the written acceptance by Summit of Buyer's purchase order or specification which shall incorporate these Summit Terms and Conditions and taken together will form an Agreement;

"Product(s)" means any products or parts agreed in an Agreement to be supplied to the Buyer by Summit;

"Summit Group" means Summit, its sub-suppliers/contractors, its and their respective affiliates, agents, directors, officers, and employees;

"Services" means any services agreed in an Agreement to be supplied to the Buyer by Summit;

"Special Terms and Conditions" means those terms and conditions set out in the Order Acknowledgement or other document issued to Buyer by Summit;

"Summit" means Summit ESP, LLC; and

"Summit Terms and Conditions" means these Summit ESP, LLC Standard Terms and Conditions.

2. APPLICABILITY

A. Subject to any variation under Section 2C below, the Agreement shall be on these Summit Terms and Conditions to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply under any purchase order, confirmation of order, specification, or other document.

B. No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification, or other documents shall form or be a part of the Agreement simply as a result of such document being referred to in the Agreement.

C. These Summit Terms and Conditions apply to all of Summit's sales or leases (including for purposes of a well test) of Products or Services, and any variations to these Summit Terms and Conditions or any representations about the Products will have no effect unless expressly agreed in writing and signed by an authorized representative of Summit. The Buyer acknowledges that it has not relied on any statement, promise, or representation made or given by or on behalf of Summit which is not set out in an applicable Agreement.

D. Each order or acceptance of a quotation for Products (sale or lease) or Services by the Buyer from Summit shall be deemed to be an offer by the Buyer to buy/lease Products or Services subject to these Summit Terms and Conditions.

E. No order placed by the Buyer shall be deemed to be accepted by Summit until an Order Acknowledgement is issued to the Buyer by Summit, or if prior to the issuance of an Order Acknowledgement Summit delivers Products or provides Services to the Buyer.

F. It is the responsibility of the Buyer to ensure that the terms of its order and any applicable specification are complete and accurate.

G. All quotations for Products or Services are given by Summit on the basis that no Agreement will come into existence until Summit issues an Order Acknowledgement or delivers ordered Products or Services to the Buyer. Any quotation for Products or Services given by Summit to a Buyer is valid for a period of (thirty) 30 days only from the date given provided that Summit has not previously withdrawn such quotation. All quotations of Summit are subject to change at any time prior to acceptance by the Buyer.

H. Products provided hereunder may be, at Summit's sole discretion, either new or like new.

3. PRICES

All prices quoted by Summit are subject to change without notice. Prices do not include packing, preparation of Products for export shipment, freight of any kind, loading, unloading, carriage, insurance, forwarding fees, testing, installation, commissioning, taxes (including, but not limited to, any applicable property, sales, or use tax) or duties of any kind, or other similar charges applicable to the Products, Services and/or the Agreement. The Buyer agrees to pay all such charges described above or otherwise incurred by Summit on the Buyer's behalf together with additional handling charges upon receipt of Summit's invoice for the same.

4. TERMS OF PAYMENT

A. Unless Summit and the Buyer agree otherwise in writing, payment by the Buyer to Summit will be made in U.S. dollars in accordance with remittance instructions furnished to the Buyer by Summit.

B. Unless otherwise agreed by Summit in advance of installation or delivery of Products or Services rendered, payment for Summit Products will be due from Buyer at the time of

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installation if installed by Summit or otherwise at the time of delivery of Products or the date Services are rendered. In the event any payment is not fully made within ten (10) days of payment due date any and all amounts and obligations then outstanding from will be accelerated and payment in full will be immediately due and payable.

C. Time for payments hereunder shall be of the essence.

D. Prior to Summit's initial acceptance of an order for Products or Services from Buyer, and at any time thereafter in Summit's sole discretion, Buyer shall complete a Summit provided credit application which will be submitted to Summit within five (5) business days of the anticipated Product or Services delivery date. Summit may at any time in its sole discretion suspend credit to Buyer and may withhold shipment of Products ordered, the provision of Services requested, suspend or cancel performance under these Summit Terms and Conditions if in the sole judgment of Summit the financial condition of the Buyer warrants such action. Summit may at any time request adequate assurances of financial performance by Buyer before furnishing Products or Services. Suspension of performance may result in rescheduling delays. Summit Group will have no liability to any member of Buyer Group in the event Summit cancels or suspends any pending order, transaction, sale, lease, provision of Services or any other operation provided hereunder due to Summit's concerns, in Summit's sole and absolute discretion, over Buyer's financial ability to pay for Summit's Products or Services when due.

E. Prices do not include applicable taxes or duties. The Buyer is solely responsible for paying all applicable taxes and duties. Summit will add taxes to its prices where required by applicable law, and the Buyer will pay all such taxes unless the Buyer provides Summit with a duly executed tax exemption certificate in a form satisfactory to Summit. If the Buyer is required by applicable law to withhold any amount of tax from its payment to Summit, the Buyer shall promptly pay such amount to the appropriate tax authority and take all reasonable steps to minimize such withholding tax. The Buyer shall take all steps required to promptly obtain and deliver to Summit the appropriate certification of any such withholding in a form satisfactory to Summit.

F. The Buyer will make all payments due under the Agreement in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

G. All payments payable to Summit under the Agreement shall become due immediately upon termination of the Agreement despite any other provision herein.

H. If the Buyer fails to pay Summit any sum due pursuant to the Agreement, the Buyer shall be liable to pay interest to Summit on such sum from the due date for payment at the rate of eighteen percent (18%) per annum or at the highest rate allowed by applicable law, whichever amount is less.

I. Buyer Group grants to Summit, and acknowledges Summit will have, a purchase money security interest in any and all Products provided hereunder until such time Summit receives full payment for such Products as provided herein. By accepting Summit Products on credit terms, Buyer Group agrees that these Summit Terms and Conditions and the Product descriptions on Summit orders, work tickets, or invoices will serve as a Security Agreement in regard to such described Products. Moreover, at the request of Summit Buyer, Buyer will promptly and fully execute any additional security agreements provided by Summit prior to Buyer's acceptance of Products or Services from Summit. Summit may exercise all rights available to Summit under the Uniform Commercial Code without acknowledgement to, or permission from, buyer Group. Buyer Group further agrees to cooperate with Summit Group by executing any required or requested forms or documents that may be necessary for Summit to file a UCC-1 Financing Statement or other similar document either before or after delivery of Products to Buyer Group, or exercise available self-help procedures under applicable law to repossess or decommission Products when payment for such Products is past due. Should Summit Group choose to exercise self-help under applicable law to repossess or decommission Products that have not been paid for as agreed herein and which are in the possession or control a member of Buyer Group, Buyer Group irrevocably and unconditionally authorizes Summit and its representatives to have complete access to the location where the Products are stored or installed to remove, repossess, or decommission such Products. Buyer Groups agrees that Summit shall have no liability for damages of any kind or nature pertaining to the removal or decommissioning of the Products unless such removal was grossly negligent or caused by intentional destruction that must be proved beyond a reasonable doubt. Buyer Group waives any and all claims for damages that are consequential, incidental, involve loss profits or economic harm and waives any right to punitive damages against Summit Group as more fully set forth in Section 8 below. To the extent allowed by applicable law, the terms of this provision shall be fully enforceable and survive the insolvency or bankruptcy of Buyer.

5. DELIVERY, TITLE & RISK OF LOSS

A. Products shall be delivered EXW (i.e., ex-works at location named by Summit). Risk of loss or damage to Products purchased will pass to the Buyer when such Products leave Summit's EXW location. Title to Products sold will pass to the Buyer upon full payment to Summit in cleared funds for amounts due under the Agreement. By accepting Products from Summit, Buyer acknowledges that until payment in full for such Product

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is made to Summit, Summit retains a purchase money security interest in such Products as provided in Section 4 above.

B. Each order by the Buyer where Summit issues an Order Acknowledgement will be a separate Agreement and no cancellation or termination of an order shall entitle the Buyer to repudiate or cancel any other Agreement.

C. Delivery dates are intended to be an estimate. Time and date for delivery will not be made of the essence by notice or otherwise and are dependent on prompt receipt by Summit of all information and assistance required or requested by Summit to permit Summit to carry out its obligations under the Agreement. Summit shall not be liable for any damage, losses, or expenses incurred by the Buyer if Summit fails to meet the estimated delivery dates.

D. In the event that Products are not collected by the Buyer on the actual date of delivery, Summit may (at its sole discretion) place Products in storage at the sole cost, expense and risk of the Buyer.

6. FORCE MAJEURE

Summit reserves the right to defer the date of delivery of Products and/or the date of performance of Services, to cancel an Agreement, or reduce the volume of the Products and/or amend the scope of the Services ordered by the Buyer (without liability to the Buyer) if Summit is prevented from or delayed in the carrying out of its business due to circumstances beyond its reasonable control, including but not limited to, natural disasters, forces of nature, earthquake, tidal wave, landslide, flood, lightening, hurricane, typhoon, storm or other weather condition not included in normal planning, epidemic and plague, changes in law or regulations, governmental actions, acts of civil or military authority, fire, explosion, lock-outs, strikes and/or labor disputes (whether or not relating to either party's workforce), civil commotion, protests, war, national emergency, riot, civil insurrection, acts of terrorism, restraints or delays in transportation, restraints or delays in manufacturing, inability of Summit to obtain adequate or suitable supplies from usual sources, or acts of the Buyer resulting in commercial impracticality. In the event of any such delay, the date of delivery and/or performance by Summit shall be deferred for a period equal to the time lost by reason of the delay.

7. WARRANTY

A. Summit warrants that Products, when properly stored, commissioned, installed, used, and maintained, and Services shall be free from defects in material and workmanship.

B. Summit's obligation under this warranty shall be limited to replacing or repairing the part or parts or, the Products, at Summit'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, or re-performing Services within twelve (12) months of the Services being provided ("Warranty Period"), provided the Buyer gives Summit prompt notice of any defect and provides proof in a form and substance satisfactory to the Summit (acting in its sole discretion) including all relevant data and documentation needed to assess well, Product, and other equipment performance and operation.

C. Any part or parts the Buyer believes to be defective must be returned to Summit (at a location designated by Summit), freight prepaid by the Buyer, for inspection by Summit or Summit's designee. Summit will deliver any replacements for defective Products to the Buyer freight prepaid to the delivery location designated in the applicable Order Acknowledgement. Products returned to Summit for which Summit provides a replacement under this warranty shall become the property of Summit.

D. THE WARRANTY PROVIDED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES, WHETHER ORAL, WRITTEN, EXPRESSED, IMPLIED, OR STATUTORY, AND SUMMIT MAKES NO WARRANTY AS TO FITNESS FOR PURPOSE OR MERCHANTABILITY. SUMMIT'S WARRANTY OBLIGATIONS AND THE BUYER'S REMEDIES ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN. THE WARRANTY PERIOD SHALL NOT BE EXTENDED FOR REPAIRED OR REPLACED PARTS OR PRODUCTS OR RE-PERFORMED SERVICES. SUCH PARTS OR PRODUCTS OR SERVICES SHALL REMAIN UNDER WARRANTY ONLY FOR THE UNEXPIRED PORTION OF THE WARRANTY PERIOD. SUMMIT'S SOLE LIABILITY UNDER THE WARRANTY SHALL BE, AT SUMMIT'S OPTION, TO REPAIR OR REPLACE PARTS OR PRODUCTS OR RE-PERFORM SERVICES. SUMMIT MAY, IN SUMMIT'S SOLE DISCRETION, CREDIT THE BUYER'S ACCOUNT FOR A PORTION OF SUCH PARTS OR PRODUCTS AND/OR SERVICES DETERMINED BY SUMMIT TO BE DEFECTIVE.

E. The foregoing warranty does not apply to: (a) defect(s) caused or contributed to by abrasive materials, corrosion due to aggressive fluids, lightning, improper voltage supply, mishandling, or misapplication; (b) Products or parts which are normally consumed in operation, or that have a normal life inherently shorter than the Warranty Period; (c) alterations or repairs carried out without prior written approval of Summit, or using Products, equipment, or accessories for a purpose other than for which such Products, equipment, or accessories are intended; (d) installations carried out by the Buyer unless the Buyer's engineers have been properly trained and certified for

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such work by Summit; (e) installations in which the Buyer has not used the application engineering practices designated for the Products and approved by Summit; (f) defective Products or Services where the Buyer makes further use of the Products 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; and (g) defects arising from or in connection with information, drawings, chart interpretations, technical specifications, or instructions provided by the Buyer to Summit.

8. LIMITATION OF LIABILITY

A. FOR THE PURPOSE OF THESE SUMMIT TERMS AND CONDITIONS THE TERM "CONSEQUENTIAL LOSS" SHALL MEAN (IN EACH CASE WHETHER OR NOT FORESEEABLE AT THE DATE OF THE AGREEMENT): (i) ANY AND ALL CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, AND/OR SPECIAL LOSS AND/OR DAMAGE; AND (ii) LOSS AND/OR DEFERRAL OF PRODUCTION, LOSS OF PRODUCT, LOSS OF GOODWILL, LOSS OF USE, LOSS OF REVENUE, PROFIT OR ANTICIPATED PROFIT, AND/OR COST OF CAPITAL, AND IN EACH CASE WHETHER DIRECT OR INDIRECT TO THE EXTENT THAT SUCH LOSS, DEFERRAL, AND/OR COST ARE NOT INCLUDED IN (i) ABOVE; AND (iii) CLAIMS FOR SERVICE INTERRUPTION OR FAILURE TO SUPPLY, COSTS AND EXPENSES INCURRED IN CONNECTION WITH, LABOR OVERHEAD, FREIGHT OR SUBSTITUTE FACILITIES OR SUPPLY SOURCES, LABOR PERFORMED IN CONNECTION WITH THE REMOVAL AND REPLACEMENT OF PRODUCTS WITHIN THE WELL OR ANY OTHER LOSS OR DAMAGE INCURRED AS A RESULT OF OR OTHERWISE IN CONNECTION WITH INTERRUPTION OF SERVICE IN EACH CASE TO THE EXTENT THAT SUCH CLAIM IS NOT INCLUDED IN EITHER (i) OR (ii) ABOVE.

B. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY ELSEWHERE, IN NO CASE WILL SUMMIT BE LIABLE FOR CONSEQUENTIAL LOSS AND THE BUYER SHALL BE LIABLE FOR AND SHALL SAVE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE SUMMIT GROUP FROM AND AGAINST ANY AND ALL CONSEQUENTIAL LOSS EVEN IF CAUSED BY SUMMIT'S SOLE, JOINT, COMPARATIVE, CONTRIBUTORY OR CONCURRENT NEGLIGENCE, FAULT, STRICT LIABILITY OR PRODUCT LIABILITY, AND REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, INDEMNITY, STATUTE, STRICT LIABILITY OR OTHERWISE.

C. THE TOTAL LIABILITY OF SUMMIT ON ANY CLAIM WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, WHETHER SOLE OR CONCURRENT), OR OTHERWISE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT, OR USE OF

ANY PRODUCT, OR THE FURNISHING OF ANY SERVICE, OR THE PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT SHALL NOT EXCEED THE PRICE RECEIVED BY SUMMIT AND ALLOCABLE TO THE PRODUCT OR PART THEREOF, OR THE COST OF FURNISHING OF ANY SERVICE WHICH GIVES RISE TO A CLAIM.

D. BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THE AGREEMENT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE MATERIAL AND ECONOMIC TERMS OF THE AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

9. INDEMNITIES

A. All exclusions and indemnities given under this Section 9 (save for those under 9B(iii) and 9C(iii) below and Section 8 above), shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law. For the purposes of 9B(iii) and 9C(iii) below, "third party" shall mean any party which is not a member of the Buyer Group or the Summit Group.

B. Summit shall be responsible for and shall save, indemnify, defend, and hold harmless the Buyer Group from and against all claims, losses, damages, costs (including legal costs), expenses, and liabilities in respect of: (i) subject to 9C(iv) below, loss of or damage to property (other than Products after delivery pursuant to Section 5 above) of the Summit Group whether owned, hired, leased, or otherwise provided by the Summit Group arising from or relating to the performance of the Agreement; (ii) personal injury, including death or disease, to any person employed by the Summit Group arising from or relating to the performance of the Agreement; and (iii) subject to 9C below, personal injury, including death or disease, or loss of or damage to the property of any third party to the extent that any such injury, loss, or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Summit Group.

C. Buyer shall be responsible for and shall save, indemnify, defend, and hold harmless Summit Group from and against all claims, losses, damages, costs (including legal costs) expenses, and liabilities in respect of: (i) loss of or damage to property of the Buyer Group, whether: (a) owned by the Buyer Group, or (b) hired, leased, or otherwise provided by or for the Buyer Group (including Products after delivery pursuant to Section 5 above); and (ii) personal injury including death or disease to any person employed by the Buyer Group arising from relating to or in connection with the performance or non-performance of the Agreement; (iii) subject to any other express provisions of the Agreement, personal injury, including death or disease, or loss

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of or damage to the property of any third party to the extent that any such injury, loss, or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Buyer Group; and (iii) at Summit's option, either the repair or replacement or reimbursement of the full cost of Summit's equipment, tools, and/or instruments which are lost or damaged down-hole in the Buyer's well during the provision of Services or are lost or damaged due to abrasion or corrosion occasioned by well effluents unless such loss or damage is due to the sole negligence of Summit.

D. Notwithstanding Section 9C above, the Buyer shall be liable for, and shall defend, indemnify, and hold Summit Group harmless from and against any and all claims which arise out of the performance or non-performance of the Agreement in relation to the following, and whether or not resulting from, or contributed to by, the negligence of the Summit Group; (i) loss of or damage to any well or hole or any third party oil and gas production facilities; (ii) reservoir seepage or pollution originating underground or from the property of the Buyer or third party howsoever arising; (iii) blow-out, fire, explosion, or cratering of any well or reservoir or any other uncontrolled well condition (including the costs to control a wild well and the removal of debris); and (iv) damage to, or escape of, product, or substance from any facility including any pipeline or other subsurface facility.

E. Notwithstanding anything to the contrary in the Agreement, the Buyer shall be responsible for and shall save, indemnify, defend, and hold harmless the Summit Group from and against all claims, losses, damages, costs (including legal costs), expenses, and liabilities in respect of any acts or omissions of the employees or agents of the Summit Group in connection with the performance of the Services (or any part of the Services), where, in accordance with the Agreement, the employees of the Summit Group are under the supervision, direction, or control of the Buyer in regard to Services or any part of Services.

10. NON-DELIVERY

The quantity of any shipment of Products as recorded by Summit on dispatch from Summit's EXW location, or any other designated location, shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide evidence proving the contrary. Summit shall not be liable for non-delivery of Products (even if caused by Summit's negligence) unless Buyer gives written notice to Summit of the non-delivery within forty eight (48) hours of the date and time when the subject Product would in the ordinary course of events have been received by the Buyer or the Buyer's designee. Should Summit be liable for non-delivery of Products, the extent is any such liability is limited, at Summit's sole discretion, to

either replacing the subject Products or issuing a credit against the applicable invoice.

11. PATENT INFRINGEMENT

If the Buyer receives a claim or otherwise becomes aware that any Product or part thereof sold to the buyer under Summit's name infringes or allegedly infringes a patent or other intellectual property right, the Buyer shall notify Summit immediately in writing and give Summit information, assistance, and exclusive authority to evaluate, defend, and settle such claim or potential infringement. Summit shall then, at its own expense and option: (i) settle such claim; (ii) procure for the Buyer the right to use such Product; (iii) replace or modify the Product to avoid infringement; (vi) remove the Product and refund the purchase price (including transportation and installation costs) less a reasonable amount for depreciation; or (v) defend against such claim.

12. CANCELLATION AND CHANGES

The Buyer may not cancel or reschedule the delivery date of any Product and/or Services to be provided under the Agreement without the prior written consent of Summit. In the event that Summit provides such consent, any such cancellation or rescheduling of delivery of a Product and/or Service by the Buyer will result in a charge to the Buyer to be determined by Summit. All specially designed or modified Products cancelled after commencement of manufacture will be subject to a cancellation charge which will include all costs and a reasonable amount for time employed, as determined by Summit. Cancellation charges for accessories and components sourced from third parties will be charged at full price. Summit shall, at its sole discretion, adjust the price or delivery dates or make such other amendments as may be required as a result of any change order that the Buyer and Summit agree to be issued. No amendment to a purchase order or Order Acknowledgement or change order shall be valid unless agreed in writing by Summit and the Buyer. Notwithstanding anything to the contrary, Summit has no obligation to agree to an amendment or changed to a purchase order, Order Acknowledgement, or any part of an Agreement.

13. WAIVER

Any waiver by Summit of any breach or default by the Buyer of any of the Buyer's obligations under an Agreement, or any failure by Summit to enforce any rights arising under an Agreement shall not be construed as a waiver of any other or subsequent breach or default by the Buyer or of Summit's right to enforce its rights arising hereunder in any circumstances. In the event of any default by the Buyer, Summit, in its sole discretion, may decline to make further shipments. If Summit elects to continue to make deliveries in spite of a default by the

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Buyer, Summit's action shall not constitute a waiver of any such default or affect Summit's remedies for any such default.

14. ENTIRE AGREEMENT

The Order Acknowledgement, any Special Conditions, and these Summit Terms and Conditions constitute the entire Agreement between the parties relating to the sale of subject Products and/or Services and supersedes all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. Any prior representations or statements relating to the sale of Products and/or Services made by any Summit or Summit Group representative which are not stated herein shall NOT be binding on Summit. Any changes, modifications, or amendments to these Summit Terms and Conditions will not be effective unless memorialized in writing and signed by an Officer or Vice President of Summit.

15. EXPORT CONTROL

A. The Buyer agrees that unless prior authorization is obtained from the United States Department of Commerce ("USDC"), neither the Buyer nor its subsidiaries shall export, re-export, or release, directly or indirectly, any Product received from Summit to any destination or country to which the export, re-export, or release of the subject Product or technology included as part of the subject Product is prohibited by the Export Administration Regulations of the USDC or prohibited by United States or applicable non-United States laws. The Buyer will be responsible for obtaining any necessary export license or other documentation prior to the exportation or re-exportation of any Product acquired from Summit.

B. The Buyer shall give notice of the need to comply with export laws and regulations of the United States or any other applicable country to any person, firm, or entity which the Buyer has reason to believe is obtaining any such Product from the Buyer with the intention of exportation. Summit and the Buyer will each obtain, at its own expense, all such licenses and export and import documents as are necessary for it to fulfill its obligations under the Agreement. If proper export or import approvals cannot be obtained, Summit may terminate, cancel, or otherwise be excused from performing any obligations it may have under the Agreement.

C. Any export classification made by Summit shall be for Summit's internal use only and shall not be construed as a representation or warranty regarding the proper export classification for such Product or whether an export license or other documentation is required for the exportation of such Product.

16. BUSINESS ETHICS

Neither Summit nor the Buyer shall make any payment or take any action that could be construed to be the payment of money or other thing of value to any government official, political party, or political party candidate for the purpose of influencing any act or inducing any government official to use his or its influence to assist in obtaining or retaining business in any country in a manner which is illegal or which would subject Summit to civil or criminal penalties. More specifically, if the Buyer operates or will use Summit's Products or Services in a country other than the United States, or will transfer any of Summit's Products to a company, firm, or person who will use or sell Summit's Products in a country other than the United States, the Buyer acknowledges its understanding of the United States Foreign Corrupt Practices Act and the United Kingdom Anti-Bribery Act, and agrees it will take no action, or cause or allow any other company, firm, or person to take action, that would violate of these two Acts.

17. ASSIGNMENT

Summit may assign the Agreement or any part of it to any company, firm, or person without the approval of Buyer. The Buyer shall not be entitled to assign the Agreement or any part of it without the prior written consent of the Summit.

18. DISPUTE RESOLUTION

Should any dispute, disagreement, or controversy related to the Agreement arise between Summit and the Buyer, each of them will work with the other in good faith to reach amicably resolve the dispute, disagreement, or controversy. Should Summit and the Buyer be unable to reach an amicable resolution to any dispute, disagreement, or controversy related to the Agreement, either Summit or the Buyer may, as their sole remaining remedy, bring a lawsuit in any federal or state court located in Tulsa County Oklahoma, and, therefore Summit and the Buyer also each: (i) consent to the exclusive jurisdiction and venue of these courts; (ii) waive any objection they may have to jurisdiction or venue of these courts or that these courts are inconvenient; and (iii) agree not to bring any lawsuit or other legal action in any other jurisdiction or venue to which they may be entitled by domicile or otherwise. Moreover, the prevailing party in any legal action brought in regard to the Agreement will be entitled to its reasonable costs and expenses related to the legal action including, but not limited to, a reasonable attorney's fee.

19. GOVERNING LAW

The Agreement shall be governed and construed in accordance with the laws of the state of Oklahoma, without giving effect to any conflicts of laws principles.

20. TERMINATION/EXPIRATION

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All provisions herein intended to survive termination or expiration of the Agreement, including, but not limited to sections 7, 8, 9, 11, 15, 16, 17, 18, and 19, will survive termination or expiration of the Agreement.

21. MISCELLANEOUS

All samples, drawings, descriptive matter, specifications and advertising issued by Summit and any descriptions or illustrations contained in Summit's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Products and/or Services described, and, therefore, shall not form part of the Agreement. These Summit Terms and Conditions are subject to change without prior written notice at any time and from time to time at Summit's sole discretion. To be effective and binding as a valid legal notice, all communications between Summit and the Buyer about the Agreement shall be in writing and delivered by hand, sent by facsimile transmission to the party's provided facsimile transmission number, by mail to the party's registered office address (i.e., regular United States mail or through an overnight delivery service), or via electronic mail with delivery receipt sent to a specifically designated authorized representative of the party.