



**STANDARD PROCUREMENT AGREEMENT TERMS AND CONDITIONS**

**VENDOR:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**COMPANY:** Ranger Energy Services, LLC and Subsidiaries  
**ADDRESS:** 10350 Richmond Avenue, Suite 550, Houston TX 77042  
**PHONE:** 713-935-8900

**IMPORTANT CONTRACT TERMS ARE INCLUDED BELOW, INCLUDING DISCLAIMER OF WARRANTIES, LIMITATIONS OF LIABILITY, RELEASE AND INDEMNITY PROVISIONS.**

1. **GENERAL:** This Standard Procurement Agreement Terms and Conditions ("Agreement") is made between Ranger Energy Services, LLC and Subsidiaries ("Ranger") and Vendor as stated above ("Vendor") for the purchase of goods, including equipment, tools, materials, supplies and other products (collectively "Products") and/or the provision of services ("Work") provided by the Vendor to Ranger. A "Purchase Order" ("PO") will mean a request for work issued by Ranger to the Vendor during the length and term under this Agreement.

2. **PO:** A PO shall be deemed accepted by either signing and returning, acknowledging receipt or performance of the Work and/or the provision of Products requested by Ranger.

3. **Exclusivity:** This is not an exclusive Agreement between Ranger and Vendor. Ranger is not obligated to order or request Work from Vendor and likewise, Vendor is not obligated to accept or perform Work requested by Ranger.

4. **Sole Agreement:** All Work performed or Products provided by Vendor shall be governed by the terms and conditions of this Agreement. **Ranger objects to, rejects, and shall not be bound by any past or future terms and conditions not set forth herein, including any additional or inconsistent terms shown on Vendor's work order, invoice, ticket, shipping document, or sales order acknowledgement or other documents; Any such additions or inconsistencies therein with the provisions hereof shall be null and void.**

5. **Changes:** Vendor may not substitute any Work or Products ordered or make any changes to the specifications, country of origin, quality assurance processes, or components for any Work or Products without the prior written approval of Ranger. Ranger may, at any time and at its discretion, modify the order for Work or Products, without restriction, by submitting written notice to Vendor. No claims or charges will be allowed by Ranger without advance written consent.

6. **Price:** The price for Work or Products shall be the price stated in the PO. Prices are inclusive of all handling, taxes, duties, fees, or charge of any kind. Any state or local sales or use taxes which Vendor is obligated to collect shall be added to the invoice as a separate charge to be paid by Ranger. Ranger reserves a security interest in all goods paid for but not delivered; Vendor will execute such documents of acknowledgment as are requested by Ranger.

7. **Title. Delivery:** Vendor shall deliver Work or Products on the date stated on the face of the PO. Title and risk of loss to all Products purchased hereunder shall pass to Ranger upon acceptance at the receipt point(s) designated in the PO. Use of a portion of the Products for the purpose of testing shall not constitute an acceptance of the goods.

8. **Damages:** If Vendor delivers Products that do not strictly comply with any applicable purchase order, without limiting Ranger's other remedies, Vendor shall pay Ranger at Ranger's sole option: (i) the actual damages incurred by Ranger, or (ii) 20% of the total price of the PO. Ranger may reject any noncomplying Products or Work without liability.

9. **Force Majeure:** Neither party shall be liable for delays caused by acts of God, riots, war, rebellion, sabotage, acts of terrorism, acts of public enemies, and acts of governmental authorities, provided notice thereof is timely given.

10. **Warranty:** Vendor warrants to Ranger that, at the time of delivery and for two years after delivery of Products or performance of Work, UNLESS OTHERWISE SPECIFIED IN THE PURCHASE ORDER, all Work and Products shall meet the following requirements: a) be new upon receipt and made or manufactured from new materials; b) be free from liens, security interests, or other encumbrances on behalf of Vendor; c) be of merchantable quality and fit for the purpose for which they are purchased; d) strictly comply with Ranger's specifications, all specifications and representations included in

drawings, designs, prototypes, samples, and Vendor's catalogs, brochures, and other marketing materials, and all specifications set forth by any industry standard or governing entities, e) be free from defects in material, workmanship, and design; f) not infringe any third party's intellectual or industrial property rights; g) not include open source code; h) not contain or introduce any self-help, viruses, worm, trap door, back door, timer, clock, counter, or other limiting routine, instruction, or design that would erase data or programming or otherwise cause any Ranger's systems to become inoperable or incapable of being used in the full manner for which it was designed or created; and i) meet or exceed the highest applicable industry standards. Vendor warrants to Ranger that all information Vendor provides will be complete and accurate. If Products or work fail to comply with the warranties in this section, Vendor shall, at Ranger's sole option, repair, replace, re-perform, or refund the purchase price of, the affected work or Products. Ranger may procure substitute goods and services in lieu of requiring Vendor to repair or replace the affected Products or Work, and Vendor shall be liable for any additional costs incurred by Ranger in doing so.

11. **Insurance:** During performance of Work or Products as per the PO, and for two years following the last delivery of Products or performance of Work, Vendor shall maintain insurance including: workers' compensation and employers' liability, commercial general liability, automobile liability insurance covering all vehicles used in connection with the Products or Work, covering bodily injury and property damage, professional errors and omissions insurance covering the activities of Vendor, property loss insurance, and excess liability insurance all with not less than \$1,000,000 (USD) per occurrence. Vendor shall furnish Ranger annually with certificates of insurance evidencing the required insurance coverages, with insurers and underwriters authorized to do business in the jurisdiction where Products or work are being provided, and have an A.M. Best rating of at least A- VII. All of Vendor's insurance policies required hereunder (except worker's compensation) shall be endorsed to name Ranger as additional insured, contain a waiver on the part of insurer, by subrogation or otherwise, of all rights against Ranger and be primary and non-contributory with respect to any insurance Ranger may maintain.

12. **Indemnification:** VENDOR SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD RANGER, ITS AFFILIATES, AND INDIRECT OR DIRECT CUSTOMERS, AND THEIR EMPLOYEES, CONTRACTORS, DIRECTORS, OFFICERS, REPRESENTATIVES, PREDECESSORS, AND SUCCESSORS, (COLLECTIVELY, "RANGER GROUP") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LAWSUITS, JUDGMENTS, DAMAGES, FINES, PENALTIES, LOSSES AND EXPENSES, INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES, (COLLECTIVELY, "CLAIMS") ARISING FROM OR RELATED TO BREACH OF VENDOR'S WARRANTIES, REPRESENTATIONS, COVENANTS, OR OBLIGATIONS IN THIS AGREEMENT, LIABILITY ATTRIBUTABLE TO AN ACTUAL OR ALLEGED DEFECT IN THE DESIGN OF, MANUFACTURE OF, OR WARNINGS AND INSTRUCTIONS INCLUDED WITH PRODUCTS, VENDOR'S PERFORMANCE OF THE REQUESTED WORK OR PRODUCTS, OR VENDOR'S NEGLIGENCE INCLUDING THE NEGLIGENCE OF VENDOR'S EMPLOYEES, CONTRACTORS, AGENTS OR REVENDORS.

13. **Liability:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, A) THE INDEMNIFICATION OBLIGATIONS AND LIMITATIONS IN THIS AGREEMENT APPLY REGARDLESS OF WHETHER A CLAIM IS IN CONTRACT, TORT (INCLUDING THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF ANY MEMBER OF RANGER GROUP) OR IS RELATED TO A LIABILITY RESULTING FROM THE APPLICATION OF DOCTRINES OF STRICT LIABILITY OR STATUTORY FAULT OR THE UNSEAWORTHINESS OF ANY VESSEL OWNED, CHARTERED OR OPERATED BY ANY MEMBER OF RANGER GROUP; B) RANGER'S ENTIRE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE PRODUCTS OR WORK PERFORMED OR DELIVERED HEREUNDER SHALL NOT EXCEED THE LESSER OF THE PRICE PAID BY ANY MEMBER OF RANGER GROUP TO VENDOR FOR THE PRODUCTS OR WORK GIVING RISE TO THE CLAIM, OR THE AMOUNT PAID BY ANY MEMBER OF RANGER GROUP PURSUANT TO THE PO GIVING RISE TO SUCH CLAIM; AND C) RANGER SHALL NOT BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, LIQUIDATED DAMAGES, EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, BUSINESS INTERRUPTION, OR LOSS OF REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

14. **Language/Laws:** This Agreement shall be governed exclusively by the laws of the State of Texas, without regard to any choice of laws or conflicts of law provisions. Ranger and Customer agree that the exclusive venue for any litigation concerning or relating to these Terms and/or the relationship between the Parties shall be initiated



and maintained in the state or federal courts located in Harris County, Texas, and Customer hereby consents to the jurisdiction of the Courts of Harris County, Texas.

14. Notice: All notices hereunder shall be sent by courier, or sent by certified mail, return receipt required, or overnight carrier to Ranger or to Vendor at the address set forth in this Agreement.

15. Assignment and Sub-Contracts: Ranger may assign the performance of work or products at any time. Vendor may not assign the performance of Work or Products under a PO without the prior written consent of Ranger, nor sub-contract any Work, services or obligations arising hereunder, in whole or in part, to any third party without the prior written consent of Ranger. Such consent may be withheld by Ranger for any reason. This agreement shall extend to and be binding upon the parties hereto, their successors, and assigns.

16. Patents: To the extent Ranger or its customers need a license to use or otherwise fully enjoy Development IP or any pre-existing Intellectual Property (that is, IP that exists prior to or independent of this Agreement) embodied in or by any Products, Vendor hereby grants Ranger a worldwide, royalty free, irrevocable license, with the right to grant sublicenses to its customers, to make, use, sell, reproduce, distribute, perform, display and create derivative works of any and all such pre-existing IP. Vendor further agrees, for no additional consideration or compensation, to execute any and all documents and do any and all further acts requested by Ranger to effect the intent and purpose of this Agreement.

17. Non-Waiver: Waiver of any breach or failure to enforce any of the terms or conditions of this Agreement or course of conduct at any time shall not limit or waive either party's rights thereafter to enforce or compel strict compliance with every term and condition of this Agreement.

18. Confidentiality: Vendor shall treat as confidential any information it receives in the course of performing under this Agreement or that it receives otherwise from or concerning Ranger or its affiliates or customers (collectively, "Confidential Information"). Vendor will not disclose Confidential Information to third parties and will take all available actions to safeguard Confidential Information, and Vendor shall not use Confidential Information except in performance of its obligations under this Agreement. Promptly upon termination or at the request of Ranger, whichever occurs first, Vendor shall return to Ranger or destroy, as directed by Ranger, all Confidential Information disclosed to Vendor.

19. Compliance: Vendor warrants that it has not given nor received any commissions, payments, gifts, kickbacks, lavish, or extensive entertainment or other things of value to or from any employee or agent of Ranger or any third party in connection with this Agreement and acknowledges that the giving or receiving of any such payments, gifts, entertainments, or other things of value is strictly in violation of Ranger's corporate policy and may result in the cancellation of this Agreement. Vendor shall notify Ranger's security department of any such solicitation by any of Ranger's employees, agents or any third party. Vendor warrants that it and its subcontractors will comply with and all Products will be produced, sold and delivered in compliance with all applicable laws, rules, and regulations, to the extent not inconsistent with United States law, including without limitation, where applicable: the United States Foreign Corrupt Practices Act; Toxic Substances Control Act (including report provisions); the Fair Labor Standards Act of 1938, as amended; the Federal and State Department of Transportation Regulations, including packaging regulations; the Williams-Steiger Occupational Safety and Health Act of 1970 as amended; the Federal Mine and Safety and Health Act of 1977 and other safety or health laws; Executive Order 11246 (Equal Employment Opportunity); the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; Section 503 of the Vocational Rehabilitation Act of 1973, as amended; 29 CFR Part 471, Appendix A; Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (41 CFR 60-250.4); Affirmative Action for Handicapped Workers (41 CFR 60.1.40(A)); Federal Procurement Regulations relating to Minority Business Enterprises; and all environmental laws, including the Clean Air Act (42 USC 1857) and the Federal Water Pollution Control (33 USC 1251). Vendor shall not comply with any foreign boycott laws or requirements which are in violation of any United States law. Vendor shall obtain and maintain all licenses, permits, or other approvals required by applicable authorities related to the performance, production, sale, use, import, and export of all Products, to the extent not inconsistent with United States law. Vendor represents and warrants that its products do not contain conflict minerals sourced from the Democratic Republic of the Congo or any adjoining country, or that finance armed groups in such countries, and agrees to provide Ranger with such information regarding conflict minerals in Vendor's

products as Ranger may reasonably request, including certification as to the source of such conflict minerals.

20. Safety: Vendor shall conduct business in such a manner that adheres to general health, safety and environmental standards and expectations of not only Ranger but Ranger's customers and other partners as required. Failure to meet on-location requirements or health, safety and environmental standards as dictated by Ranger may result in the cancelation of this agreement.

21. Audit: Ranger has the right to expedite all or part of the work or products as per the PO. In addition, Ranger has the right to audit and inspect, at any reasonable time during or subsequent to performance of this Agreement, Vendor's and its subcontractor's books, records, inventory, tooling, and plants to assure compliance with provided PO or any applicable law.

22. Hazardous Material: Upon acceptance of the PO for ultimate shipment by any mode of transportation, the Vendor certifies that the contents of the shipment are described by proper shipping name and are classified, packed, marked, labeled, and in proper condition for carriage by the selected mode of transportation according to applicable national government regulations and for international shipment with the current IATA/ICAO/IMCO Restricted Articles Regulations and agrees to defend and indemnify Ranger against any violations of these regulations.

23. Term and Cancellation: The effective date of this Agreement shall be upon the earlier of execution by Vendor, Vendor's acceptance of a request from any member of Ranger Group for Products or Work, or upon the first delivery of Products or commencement of Work and shall remain in effect until cancelled as provided for herein. Vendor may cancel upon thirty (30) days written notice to Ranger. Ranger may cancel this Agreement and any PO hereafter, in whole or in part, at any time and shall pay for any work actually completed to Ranger's reasonable satisfaction up until the point of cancellation. Vendor will refund all amounts pre-paid by Ranger for the order within 30 days of Ranger's cancellation.

24. Payment: Ranger shall pay undisputed amounts owed to Vendor for Products within 60 days of the Ranger's receipt of a correct invoice. Vendor acknowledges and agrees that any invoice not received by Ranger within ninety (90) days after Products have been performed or delivered shall be time barred and shall not be paid unless there has been advance written consent by Ranger with respect to such delay. Ranger may deduct any amount owed by Vendor to Ranger as a setoff against any amount due to Vendor.

25. Severability: If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, for any reason, the invalidity, illegality, or unenforceability of that provision will not affect any other provision in this Agreement, but the invalid, illegal, or unenforceable provision will be substituted with a valid provision that most closely approximates the intent and the economic effect of the original provision and that would be enforceable to the maximum extent permitted in the jurisdiction.

26. Independent Contractor: Vendor is and shall be an independent contractor with respect to the performance of any Work or provision of any Products, and neither Vendor nor anyone employed by Vendor shall be the agent, representative, employee or servant of Ranger in the performance of the Services or any part thereof.

27. Acceptance of Terms: The execution of these Terms below, or a request for Products or Work by any member of Ranger Group accepted by Vendor, shall constitute acceptance of all terms of this Agreement.

\_\_\_\_\_  
Vendor - Full Legal Name

\_\_\_\_\_  
By --Print First and Last Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date