



PURCHASE ORDER TERMS & CONDITIONS

1. The manner and means by which Supplier fulfills the Purchase Order (PO) are not in MESA's sole control and MESA will not direct the means by which the PO is fulfilled.
2. Supplier is responsible for fulfilling PO with its own personnel, labor, equipment, etc.
3. Supplier is responsible for reviewing the PO and ensuring that it can provide the requested materials. Supplier's failure to do so will not relieve it from its responsibility under the PO. Supplier is not permitted to assign responsibilities under a PO without MESA's consent.
4. Supplier will comply with all MESA policies related to SAFETY (as applicable), business conduct, and professionalism.
5. Supplier shall include an itemized list of goods with each shipment. Supplier shall include SAFETY Data Sheets where required.
6. MESA will pay all fees outlined in the PO after completion of the order and proper invoicing. We will pay invoices within thirty days of receipt. If MESA disputes any portion of the invoice, MESA shall pay the undisputed portion within thirty (30) days and notify Supplier of its reasons for the dispute. MESA will pay any remaining amounts to Supplier after resolution of the dispute.
7. Supplier grants MESA the right and/or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any materials that are the subject of a PO. Supplier also grants MESA the right and/or license to use or publish Supplier's brand name and/or trademark for the purposes of advertising, selling, or otherwise increasing awareness of MESA's product lines.
8. Supplier has no right or license to use MESA's trademarks, service marks, trade names, trade names, logos, symbols or brand names, or to include MESA for any commercial purpose without its written permission.
9. Supplier agrees that all shipments are subject to inspection and testing and Supplier shall cooperate with any such inspection or test. If MESA concludes that the materials are not acceptable, MESA will inform Supplier and request resolution. If the materials are not acceptable, MESA is under no obligation to send payment for those goods.
10. Supplier warrants that all goods will be free from defects in design, materials, and workmanship for a period of twelve (12) months after sale. In the event of a defect or nonconformance, MESA shall notify Supplier and, if Supplier does not immediately instigate corrective action, MESA shall manage any required redesign or repair and invoice Supplier.
 - a. Seller warrants that the materials: meet all specifications; are of good and workmanlike quality; are free from defects; are merchantable and fit for MESA's purposes; are appropriately packaged for shipment and interim storage; are conveyed with good and clear title.
11. Supplier agrees that its fulfillment of any POs will not conflict with any other agreement or priorities.
12. Supplier shall not perform its obligations at a higher price than that specified in the PO without Buyer's agreement.
13. Supplier agrees that it will follow all applicable laws and regulations. Supplier agrees that the materials do not violate any intellectual property right of any other entity or person.
14. MESA will receive good and valid title to all materials listed in the PO upon receipt of same.
15. Supplier understands MESA's commitment to SAFETY, quality, and customer service, and agrees to fulfill PO in such a way as to complement MESA's goals. Supplier understands that its representation of itself and its employees and agents shall conform to MESA's principles:
 - a. **Being SAFE:** we put people's SAFETY above all else, and we recognize the significance of our work on the environment and critical customer assets.
 - b. **Having INTEGRITY:** we will conduct our business honestly and ethically, while being a trustworthy partner to our stakeholders.

- c. **VALUING People:** we value the uniqueness and diversity of people and we strive to create an environment where every person feels appreciated, respected, and included.
 - d. **Working as a TEAM:** we embrace teamwork and a sense of shared accountability.
 - e. **Supporting our COMMUNITIES:** we encourage support for our professional, local, and non-profit communities in order to leave this world a better place than we found it.
 - f. **Having FUN:** we may work in the mud, but we won't be a stick in it.
16. Supplier shall maintain a true and correct set of records pertaining to materials provided to MESA, and retain all such records for a period of not less than two (2) years after sale. MESA may, at its expense, at any time within said time period (i) require Supplier to furnish sufficient evidence to enable MESA to verify the correctness and accuracy of payments of invoices hereunder, and/or (ii) upon reasonable notice to Supplier and during business hours, examine accounts, invoices, tickets, and other records for this purpose.
17. Supplier shall defend, indemnify and hold harmless MESA and its affiliates and their respective officers, directors, managers, shareholders, members, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from:
- a. bodily injury, death of any person or damage to real or tangible, personal property resulting from Supplier's acts or omissions, or a defect in the materials such that injury, death, or property damage is inevitable; and
 - b. Supplier's breach of any representation, warranty or covenant contained in these Terms and Conditions.
 - c. MESA may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to Supplier.
18. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be made in writing and delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid).
19. These terms and conditions, together with any other documents incorporated, constitute the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
20. These terms and conditions may be modified by MESA at any time upon written notice to Supplier.
21. Any sale shall be governed by and construed in accordance with the laws of the State of Oklahoma without giving effect to any choice or conflict of law provision or rule.
22. Any action or proceeding seeking to enforce, or to construe or determine the validity of, any term or provision contained herein, or based on any right arising out of these terms and conditions, shall be brought by or against a party only in the District Court in and for the County of Tulsa, State of Oklahoma, or, if jurisdiction can be acquired, in the United States District Court for the Northern District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.
23. If any term or provision herein is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision or invalidate or render unenforceable such term or provision in any other jurisdiction.