

Chevron U.S.A. Inc.

1400 Smith Street

Houston, Texas 77002

The following terms, conditions and agreements are incorporated in and made part of Sales Invoice dated ;__;20XX (SEE ATTACHED

NETWORKINTERNATIONAL INVOICE #) wherein Chevron North America Upstream, a division of Chevron U.S.A. Inc.

("Chevron" or "Seller") is transferring to Purchasing Company ("Buyer") ownership of the following personal property ("Property") as referenced on NETWORKINTERNATIONAL INVOICE #

1. Transfer of the Property is made without warranty or representation of any kind, express or implied or arising by operation of law, by Chevron including, but not by way of limitation, any warranty or representation as to the quantity, quality or condition of the Property being transferred or the fitness thereof for any use which Buyer may intend to make of it, and it is expressly agreed that in the transfer of this Property, there are **NO WARRANTIES OF MERCHANTABILITY, NO WARRANTIES OF FITNESS FOR ORDINARY OR A PARTICULAR PURPOSE, NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, AND THIS PROPERTY IS TRANSFERRED AS IS AND WHERE IS WITH ALL FAULTS.**

2. Buyer is aware that the Property has been used for exploration, development, and production of oil and gas and that there may be petroleum, produced water, wastes, or other materials located on or under the Property. The Property may contain asbestos, hazardous substances, or NORM. Buyer acknowledges that there are risks inherent in the use of the Property, including the risk of death, serious bodily injury or property damage. Buyer has thoroughly inspected the Property, or has been given an opportunity to do so before entering into this agreement. Buyer assumes all responsibility for the Property being transferred to it hereunder, including all maintenance and repair obligations. **USE OF THE PROPERTY IS AT BUYER'S SOLE RISK. BUYER HEREBY OBLIGATES ITSELF TO HAVE THE PROPERTY INSPECTED, TESTED AND APPROVED FOR USE BY A LICENSED SUPPLIER/TECHNICIAN BEFORE USING, OR PERMITTING USE OF, THE PROPERTY. BUYER WILL ASSUME ALL LIABILITY FOR THE ASSESSMENT, REMEDIATION, REMOVAL, TRANSPORTATION, AND DISPOSAL OF WASTES, ASBESTOS, HAZARDOUS SUBSTANCES, AND NORM FROM THE PROPERTY AND WILL CONDUCT THESE ACTIVITIES IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING ENVIRONMENTAL LAWS.**

3. Buyer, as part of the consideration for the transfer of the Property, **HEREBY FULLY RELEASES AND DISCHARGES CHEVRON**, its affiliates, successors, assigns, employees, agents and contractors **FROM ANY AND ALL LOSSES, LIABILITY, DAMAGES AND CLAIMS OF EVERY KIND AND NATURE**, including but not limited to injury to or death of person(s) or damage to property, arising out of or in any way connected with the Property, its use, or its removal from Chevron property. **BUYER AGREES TO DEFEND, INDEMNIFY AND HOLD CHEVRON**, its affiliates, successors, assigns, employees, agents and contractors (hereafter "Indemnities"), **HARMLESS FROM** and against any and **ALL LIABILITY, LOSS, DAMAGE, INJURY, CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION OR OTHER LITIGATION, JUDGMENTS AND COSTS OF WHATSOEVER NATURE** (including defending and holding Indemnities harmless from and against all costs, expenses and attorneys fees incurred by Indemnities in defense of such causes of action, suits or other litigation brought against Indemnities on account of any obligation for which Buyer is bound hereunder), for any injury to or death of any person(s) (including Buyer or Buyer's employees), or loss of or damage to any property (including property of Buyer or Buyer's employees), including any incidental or consequential damages, arising out of or in any manner connected with the Property or with its removal from Chevron property, **EVEN WHEN AN INDEMNITY WAS, OR IS CLAIMED, OR WAS ADJUDGED, TO BE PASSIVELY, CONCURRENTLY, OR ACTIVELY NEGLIGENT, AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT IS IMPOSED OR SOUGHT TO BE IMPOSED ON AN INDEMNITY.**

4. **AS PARTIAL CONSIDERATION TO CHEVRON TO ENTER INTO THIS SALE, TO THE EXTENT THAT THE TEXAS DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT IS APPLICABLE TO THIS TRANSACTION, BUYER CAN AND DOES EXPRESSLY WAIVE ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, SECTIONS 17.41 THROUGH 17.63, TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, BUYER VOLUNTARILY CONSENTS TO THIS WAIVER. IN ADDITION, BUYER WAIVES ITS RIGHTS UNDER ALL OTHER CONSUMER PROTECTION LAWS IN OTHER STATES APPLICABLE TO THIS TRANSACTION THAT MAY BE WAIVED BY THE PARTIES.**

5. Buyer, while on Chevron property, although not an employee or contractor for Chevron, shall follow all policies designed to protect people, property and the environment including but not limited to policies outlining personal protective equipment required by all visitors to Chevron property. Buyer shall be responsible for Property dismantling

and removal, using Chevron approved contractors and subject to Chevron's safety requirements. Buyer shall remove all Chevron trademarks, trade names and brands from Property.

6. In the event a dispute arises with respect to the interpretation of this Agreement, the parties shall attempt in good faith to resolve the dispute. If such efforts prove unsuccessful, the parties shall submit to mediation. If mediation fails, each party agrees to utilize binding arbitration (or other mutually agreeable alternative resolution techniques). Arbitration shall be by, and under the rules of the Judicial Arbitration and Mediation Service/Endispute, San Francisco, California, applying Texas law. Each party agrees that no award or decision resulting from alternative dispute resolution shall include punitive or consequential damages, or damages for loss of anticipated profits. In no event shall Seller's liability under this Agreement exceed the sum of \$500.00 (Five Hundred Dollars).

Buyer: **X** _____

Date: _____

Copies to: Property Accounting, Field Personnel, and IR Representative