

CHEVRON

Chevron North America Exploration and Production Company
MCBU Supply Management
P.O. Box 36366
Houston, Texas 77236

RELEASE AND INDEMNIFICATION

The following terms, conditions and agreements are incorporated in and made part of Sales Invoice dated _____ (SEE ATTACHED NETWORK INTERNATIONAL INVOICE) wherein Chevron North America Exploration and Production Company, a division of Chevron U.S.A. Inc. is transferring to _____ ("Transferee" ownership of the following personal property ("Property") as referenced on (SEE ATTACHED NETWORK INTERNATIONAL 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 Transferee 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. Transferee acknowledges that there are risks inherent in the use of the Property, including the risks of death, serious bodily injury or property damage. Transferee has thoroughly inspected the Property, or has been given an opportunity to do so before entering into this agreement. Upon delivery to Transferee, Transferee assumes all responsibility for the Property being transferred to it hereunder, including all maintenance and repair obligations. **USE OF THE PROPERTY IS AT TRANSFEREE'S SOLE RISK TRANSFEREE 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.**

3. Transferee, 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's property. **TRANSFEREE 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 Transferee is bound hereunder), for any injury to or death of any person(s) (including Transferee or Transferee's employees), or loss of or damage to any property (including property of Transferee or Transferee'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's property, **EVEN WHEN AN INDEMNITEE 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. Transferee shall remove all Chevron trademarks, trade names and brands from the Property transferred.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20_____.

Accepted by Buyer:

By: _____ Title: _____ Date: _____

Accepted by Seller:

By: _____ Title: _____ Date: _____