



RANGER ENERGY SERVICES, LLC AND LISTED AFFILIATES TERMS AND CONDITIONS OF PURCHASE

(Applicable to All Purchase Orders)

THIS AGREEMENT CONTAINS IMPORTANT TERMS INCLUDING INDEMNITY, RELEASE, LIMITATION OF LIABILITY, AND ALLOCATION OF RISK

1. General. Prompt acceptance of the Purchase Order ("PO") by returning an acknowledgement copy is requested but, in any event, any delivery of goods ("Products") or performance of services ("Work") hereunder shall constitute an acceptance of the PO pursuant to these terms and conditions ("Conditions"). Acceptance of the PO is expressly limited to these Conditions; any additional or different terms of Vendor are hereby rejected, unless there is a separate written valid contract in place between Ranger and Vendor, in which case, the purchase of Products and/or Work shall be subject to said contract.

2. Price and Quantity. The price and quantity for Products or Work shall be the price stated in the PO, inclusive of all handling, taxes, duties, fees or charges of any kind. Ranger reserves a security interest in all Products paid for but not delivered; Vendor will execute such documents of acknowledgment as are requested by Ranger.

3. Price Protection. It is understood and agreed that Vendor will not charge, without Ranger's consent, a higher price for the Products or Work than specified in the PO. If reference to price is omitted from the PO or any acknowledgment thereto, it is agreed that the items ordered shall be priced at that figure which was last quoted by Vendor to or paid by Ranger or at the prevailing market price, whichever is lowest.

4. Changes. Vendor may not substitute any Products or Work or make any changes to the specifications, country of origin, quality assurance processes, or components for any Products or Work without Ranger's prior written consent. Ranger may, at any time in its discretion, modify any PO for Product or Work, without restriction, by submitting written notice to Vendor. No claims or charges will be allowed without Ranger's prior written consent.

5. Payment. Ranger shall pay undisputed amounts owed to Vendor within sixty (60) days of 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 delivered or Work performed 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.

6. Cancellation. Ranger may cancel any PO, in whole or in part, at any time and shall pay for any accepted Products and any Work that has been completed to Ranger's reasonable satisfaction as of the date of cancellation. Vendor will refund all amounts pre-paid by Ranger and not earned as of the date of cancellation within thirty (30) days of Ranger's cancellation.

7. Title. Title and risk of loss to all Products shall pass to Ranger upon acceptance at the receipt point(s) designated in the PO. Use of a portion of the Products for testing purposes shall not constitute acceptance.

8. Liens. Vendor shall not allow any liens to attach to the Products or to any property of Ranger or of Ranger's customers, as a result of Products provided and/or Work performed by Vendor. Vendor shall furnish, within seven (7) days of any request, receipts and releases showing that all related costs and expenses have been paid, and that no third party claims, liens or rights of liens exist by reason thereof against Ranger, its customers and its and their property. Vendor shall indemnify, defend and hold Ranger and its customers harmless from said liens and claims.

9. Independent Contractor. No PO shall be construed as creating a joint venture, partnership or the like between the parties. Neither party shall act or be deemed to act on behalf of the other party, or have the right to bind the other party. Each party shall remain an independent entity, and act as an independent contractor. Each party shall at all times during the performance hereof be responsible for the payment of wages and benefits to, and as applicable, tax withholding from, its own employees. Without limiting the generality of the foregoing, the employees and subcontractors engaged by Vendor for the performance of any PO shall be the direct employees and subcontractors of Vendor, and Vendor shall remain solely responsible for all matters related to compliance with relevant employment laws.

10. Guarantee. Vendor represents, warrants and guarantees that all Products and Work shall (a) be new and made or manufactured from new materials; (b) be free from liens, security interests, or other encumbrances; (c) be of merchantable quality and fit for the purpose for which they are normally used; (d) strictly comply with specifications of Ranger, Vendor, or any industry standard or governing entities; (e) be free from defects in material, workmanship, and design; (f) not infringe any third party's intellectual property rights; (g) meet or exceed the highest applicable industry standards; and (h)

comply with all applicable state, federal and local laws affecting the sale, purchase, manufacture, processing and delivery of the Products or performance of the Work. All Work shall be performed (i) in a good and workmanlike manner and in compliance with the highest industry standards and all applicable codes; and (ii) in full compliance with any applicable contract between Ranger and Ranger's customer ("Prime Contract"). All warranties extend for a period of no less than four (4) years from acceptance or final completion date and shall inure to the benefit of Ranger's assigns, successors and customers; provided that the warranties concerning liens, encumbrances, ownership and intellectual property rights shall extend for any period of time during which any such rights may be enforced. If Products or Work fail to comply with these Conditions, Ranger may, in its sole and complete discretion, (y) require Vendor to repair, replace, re-perform, or refund the purchase price of, the affected Products or Work; or (z) procure substitute products or work and Vendor shall be liable for any additional costs incurred by Ranger in doing so. To the extent that any Products or components thereof are warranted against defects by their original manufacturers, and to the extent that such warranties are assignable to Ranger, Vendor shall assign such warranties to Ranger. Ranger may reject any noncomplying Product or Work without liability.

11. Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD RANGER AND ITS AFFILIATES AND INDIRECT OR DIRECT CUSTOMERS AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, MEMBERS, AGENTS, CONTRACTORS OF ANY TIER, REPRESENTATIVES, SUCCESSORS ("RANGER GROUP") HARMLESS FROM ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, FINES, CLAIMS, ACTIONS, SUITS AND EXPENSES, INCLUDING COURT COSTS AND REASONABLE ATTORNEY AND EXPERT FEES ("CLAIMS") ARISING OUT OF OR RELATED IN ANY WAY TO (I) THE MANUFACTURE, SALE, DELIVERY, USE, RENTAL, OR REPAIR OF PRODUCTS OR PARTS, OR ANY WORK PROVIDED BY VENDOR TO RANGER GROUP AND REGARDLESS OF THE NATURE OF THE CLAIM BEING SOUGHT OR THE IDENTITY OF THE PARTY SEEKING SAME; (II) VENDOR'S PERFORMANCE OR FAILURE TO PERFORM HEREUNDER; (III) BREACH OF VENDOR'S WARRANTIES, REPRESENTATIONS, COVENANTS, OR OBLIGATIONS HEREUNDER; (IV) CLAIMS ATTRIBUTABLE TO AN ACTUAL OR ALLEGED DEFECT IN THE DESIGN OF, MANUFACTURE OF, OR WARNINGS AND INSTRUCTIONS INCLUDED WITH PRODUCTS; OR (V) CLAIMS ARISING OUT OF ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHT, OR ANY LITIGATION BASED THEREON, WITH RESPECT TO ANY PRODUCT (OR PART THEREOF), OR USE THEREOF, EXCEPT TO THE EXTENT THAT SUCH INFRINGEMENT RESULTS SOLELY FROM THE MANUFACTURE OF THE PRODUCTS PURSUANT TO DETAILED PROPRIETARY DESIGNS FURNISHED BY RANGER. THIS RIGHT OF INDEMNITY SHALL EXIST IN FAVOR OF RANGER GROUP EVEN IN THE EVENT OF RANGER GROUP'S NEGLIGENCE OR GROSS NEGLIGENCE, STRICT LIABILITY, INTENTIONAL CONDUCT, AND/OR STATUTORY OR COMMON LAW FAULT.

VENDOR SHALL OBTAIN INSURANCE SUFFICIENT TO COVER ITS INDEMNITY OBLIGATIONS HEREIN, BUT THE COVERAGE OF ANY INSURANCE POLICY SHALL NOT LIMIT THE EXTENT OF VENDOR'S LIABILITY UNDER THE FOREGOING INDEMNITY.

12. LIMITATION OF 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 GROUP'S ENTIRE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE PO SHALL NOT EXCEED THE PRICE PAID BY RANGER FOR THE PRODUCTS OR WORK GIVING RISE TO THE CLAIM; AND (C) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY PO OR THESE CONDITIONS, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. Any action resulting from any alleged breach by Ranger must be commenced within one year after the cause of action has occurred, or Vendor shall be deemed to have waived any such claims.

13. Insurance. During performance under the PO, and for two years thereafter, Vendor shall maintain at its cost, including payment of any deductibles, insurance policies acceptable to Ranger, including, at minimum, the greater of the following or the requirements of any applicable Prime Contract: (a) Comprehensive General Liability including but not limited to Contractual Liability Coverage, with limits in respect to bodily injury and/or property damage of not less than US Dollars five million (\$5,000,000) per occurrence; (b) Automobile Liability covering all vehicles used in connection with the Work or Products with limits of not less than two million (\$2,000,000) per occurrence; (c) Worker's Compensation and Employer's liability in compliance with local statutory requirements; (d) Professional Liability with limits of not less than US Dollars two million (\$2,000,000) per occurrence if applicable; (e) Commercial Umbrella Liability insurance with limits of not less than ten million (\$10,000,000); and (f) any other insurance reasonably required by Ranger or applicable law.

In the event any Work is performed, all of Vendor's insurance policies required hereunder (except worker's compensation) shall (i) be endorsed to name Ranger, and such other parties as are required by Ranger, as additional insured; (ii) contain a waiver on the part of insurer, by subrogation or otherwise, of all rights against Ranger and such other parties as are required by Ranger; (iii) be primary and non-contributory with respect to any insurance Ranger may maintain; and (iv) be endorsed to provide that no insurance policy shall be cancelled or materially changed without thirty (30) days prior written notice to Ranger. Vendor shall furnish Ranger, upon acceptance of the PO and annually thereafter, 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 with an A.M. Best rating of at least A-VII. The amount of liability insurance is not designed to limit in any manner the extent and amount of Vendor's indemnity obligations hereunder.

14. 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 and all Work performed 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 Immigration Reform and Control Act of 1986, as amended; the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 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); all export control laws and regulations imposed by any government; and all environmental laws, including the Clean Air Act (42 USC 1857) and the Federal Water Pollution Control (33 USC 1251). Vendor is strictly prohibited from utilizing any undocumented workers to perform any of its duties hereunder. Vendor shall conduct business in such a manner that adheres to general health, safety and environmental standards and expectations of Ranger and Ranger's customers, as applicable. Failure to meet such standards may result in cancellation of the PO. In connection with shipment of any Product, 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. 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 certifications as to the source of such conflict minerals.

15. Audit. Ranger has the right to audit and inspect, at any reasonable time during the performance of the PO and for four (4) years thereafter, Vendor's and its subcontractor's books, records, inventory, tooling, and plants to assure compliance with any PO or any applicable law. If the results of the audit reveal that Vendor has overcharged Ranger, Ranger shall notify Vendor of the amount of such overcharge. The amount of the overcharge plus fifty percent (50%) of the cost to perform the audit shall be promptly reimbursed by Vendor to Ranger, or at Ranger's sole discretion, Ranger may deduct the equivalent amount from Vendor invoices. In the event any such audit reveals a material overcharge (defined as three percent (3%) or greater of the aggregate

payments made during any three (3) month period) Vendor shall reimburse Ranger for the overcharge and for the full cost of such audit.

16. Confidentiality. Vendor acknowledges that any information of Ranger or its customers furnished to or obtained by Vendor for use with the PO, including, without limitation, (i) specifications, requirements, designs and the like for the Products and/or the performance of the Work; and (ii) the content of the PO, shall be deemed confidential and proprietary to Ranger ("Information"). Vendor will not disclose Information to third parties and will take all available actions to safeguard Information. Vendor shall not use Information except in performance of its obligations under the PO. Promptly upon completion of the PO or at the request of Ranger, whichever occurs first, Vendor shall return to Ranger or destroy, as directed by Ranger, all Information. Information does not include information which (a) is within or becomes part of the public domain through no fault of Vendor; (b) was already within Vendor's possession prior to its receipt in connection with a PO or these Conditions; (c) is disclosed by a third party not under an obligation of confidentiality with respect to such information; (d) is independently developed by Vendor without use of or reference to the Information.

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

18. Notice. All notices hereunder shall be sent by courier, certified mail return receipt required, overnight carrier, email, or hand delivery to Ranger or Vendor to their PO point of contract. Notice will be deemed given when received.

19. Assignment. Vendor may not assign or subcontract any PO without the prior written consent of Ranger which may be withheld in Ranger's sole discretion.

20. Ranger's Listed Affiliates are Academy Oilfield Rentals, LLC; Ranger Energy Equipment, LLC; Ranger Energy Services, LLC; Ranger Energy Properties, LLC; Ranger Energy Services, Inc.; Torrent Energy Services, LLC; Ranger Energy Leasing, LLC; Patriot Completion Solutions LLC; Bravo Wireline, LLC; PerfX Wireline Services.

21. MISCELLANEOUS:

a. The construction, interpretation and performance of the PO, the Products, the Work, the Conditions, and any and all transactions related to the same shall be governed by and construed solely in accordance with the laws of the State of Texas, without reference or regard to its choice of law rules, statutes, or laws which would direct or refer to the laws of another jurisdiction. Time is of the essence in Vendor's performance. All headings are for convenience and do not constitute a part of these Conditions. Ranger and Vendor expressly agree that the "U.N. Convention on Contracts for the International Sale of Goods" and the "Constitution on the Limitation Period in the International Sale of Goods" do not form a part of the PO, nor these Conditions, and the same are hereby expressly renounced for all purposes.

b. Should any provision of the PO or these Conditions, or a portion thereof, be held invalid or illegal, such holding shall not affect the validity of the remaining provisions. Ranger's terms control, and any failure to object to Vendor's contrary provisions contained elsewhere or to enforce any or all of these provisions in a particular instance shall not act as acquiescence to Vendor's terms or a waiver of these Conditions. Acceptance of or Vendor's offer to provide the Products or Work is expressly limited to these Conditions, and any additional or different terms of Vendor are hereby rejected. Vendor shall be bound to Ranger by the stricter of these Conditions or the terms and conditions of any applicable Prime Contract. No conditions, other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify or negate these Conditions, whether contained in Vendor's bid documents, order acknowledgement, invoice or in any other of Vendor's forms or elsewhere, shall be binding on Ranger, unless expressly agreed to in a writing executed by an officer of Ranger. No agent, employee, or representative of Ranger is authorized to alter any of these Conditions nor to agree to any terms or other provisions whatsoever outside those stated herein, unless expressly agreed to in a writing executed by an officer of Ranger.

c. Ranger and Vendor hereby agree that the exclusive forum for the adjudication of any controversy or dispute relating to the construction, interpretation of or performance under or any matter relating to these Conditions, the PO and any transactions related thereto, and/or the Products or Work shall be the state or federal courts located in Harris County, State of Texas, and both parties hereby consent to the personal jurisdiction of such courts for all such purposes. These Conditions constitute the final, complete and exclusive agreement between Vendor and Ranger.

d. Should suit be commenced to enforce any of the terms of the PO and these Conditions, the prevailing party shall be entitled to all costs, expenses, and reasonable attorneys' fees. In addition to any other legal or equitable remedies, Ranger shall have the right to demand adequate assurances respecting Vendor's timely and conforming performance of the PO and these Conditions. Failure to enforce any or all of the PO or these Conditions in a particular instance shall not act as a waiver or preclude subsequent enforcement.