

Except to the extent there is a written definitive purchase agreement, services agreement or supply agreement (a "Definitive Agreement") entered into between Kodiak Gas Services, LLC, or its subsidiaries or affiliated companies otherwise referred to on the front of this purchase order ("Kodiak"), and the selling party under this purchase order ("Vendor") with respect to the purchase of the types of materials, articles or items ("Products") or services ("Services") identified in this purchase order (this "Order"), these terms and conditions are incorporated into this Order, and shall govern and control this Order and may not be added to, modified, superseded or otherwise altered, notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice or other form of Vendor document and notwithstanding Kodiak's act of accepting or paying for products or any delivery act of Vendor.

**1. ACCEPTANCE; MODIFICATIONS.** In the event of a conflict between this Order and any document other than a Definitive Agreement, the Order provisions govern, unless otherwise specifically agreed to the contrary in writing by Kodiak. In the event of a conflict between this Order and a Definitive Agreement, the Definitive Agreement governs, unless otherwise specifically agreed to the contrary in writing by Kodiak on the face of this Order. This Order includes all drawings, attachments and other documents, if any, incorporated into the Order with Kodiak's written consent. This Order and any applicable Definitive Agreement will become the exclusive agreement between the parties for the Products and/or Services, subject to the terms and conditions hereof, when accepted by Vendor's acknowledgment or commencement of performance. No other terms proposed by Vendor will be applicable unless accepted in writing by Kodiak. Notice of objection to any additional or different terms proposed by Vendor is hereby given by Kodiak. No change in, modification of, or revision to this Order will be valid unless otherwise expressly agreed to in writing by Kodiak in connection with issuance of the Order. Terms on the front of any Order govern over preprinted provisions.

**2. INDEPENDENT CONTRACTOR.** Vendor is an independent contractor as to the provision of Products or Services under this Order. Kodiak has no control or direction over Vendor, Vendor's employees, Vendor's subcontractors and/or their employees, Kodiak being only interested in the results obtained. Nothing contained herein should be deemed or construed to create a joint venture, partnership, agency or employee/employer relationship between the parties for any purpose, including withholding for purposes of social security or income tax, or entitlement to vacation, insurance, retirement or other employee benefits. No employee of Vendor or its subcontractors should be deemed for any purpose to be the employee, servant, agent, or representative of Kodiak. Vendor will be solely responsible for payment of any and all taxes and insurance, including workers' compensation, hereunder regarding itself and its employees, if any.

**3. WARRANTIES.**

(a) Vendor warrants that the provision of all Products and Services hereunder complies with all applicable laws, industry standards and other safety and quality requirements for Products or Services of its type. Vendor shall furnish all labor, supervision, equipment, tools, materials and supplies necessary to sell and deliver the Products or Services set forth in this Order.

(b) Vendor warrants that it is transferring marketable title to all Products, and that all Products purchased hereunder are in new condition (unless specifically agreed otherwise), are not defective in material or workmanship, conform to any required specifications provided by Kodiak, and are fit for Kodiak's intended purpose, if specifically designated by Kodiak.

(c) Vendor warrants that all Services shall be performed promptly, with due diligence, in a safe, good and workmanlike manner, in conformance with any required specifications provided by Kodiak, and with the skill and expertise that is customary among professional service providers in the industry.

(d) The foregoing warranties extend for the longer of: (i) 12 months following completion of the Services or delivery of the Products to Kodiak; or (ii) the period normally offered or provided by Vendor for its Products or Services. This warranty survives acceptance and runs to Kodiak, its successors, assigns, customers and users of the Products.

(e) If Kodiak determines during the period set forth in 3(d) that the Products or Services do not conform to the standards contained in this Section 3, then Vendor shall, at Kodiak's election and promptly upon notification from Kodiak, either: (i) refund to Kodiak the amounts paid by Kodiak for any non-conforming Products or Services, or, at Vendor's sole cost and expense, and as applicable: (ii) repair the non-conforming Products until the Products conform to the standards and specifications contained in the Order; (iii) replace the non-conforming Products with Products that meet the standards and specifications contained in the Order; or (iv) re-perform the non-conforming Services until the Services conform to the standards and specifications contained in the Order. If Vendor fails to provide a refund or to repair, replace or re-perform the non-conforming Products and/or Services, Kodiak may obtain from a third-party Products or Services which meet the specifications contained in the Order and Vendor shall reimburse Kodiak for all reasonable direct costs incurred by Kodiak associated therewith.

**4. INSPECTION.** To the extent practicable, all Products or Services provided hereunder are subject to inspection and testing by Kodiak at any reasonable time and place requested by Kodiak, including at the time and place of manufacture or point of delivery. All Products and Services to be provided hereunder shall be subject to final inspection and testing by Kodiak. Inspection and testing may occur within thirty (30) days of delivery or, if applicable, of receipt from Vendor of samples for testing, notwithstanding any payments made or inspections conducted prior to delivery. Kodiak shall accept or give notice of rejection of Products or Services provided hereunder within 30 days after receipt. Kodiak's failure to give notice of rejection within 30 days after receipt shall constitute acceptance but Vendor's obligations of warranty are not waived by Kodiak's acceptance. Kodiak may return rejected/defective items to Vendor at Vendor's expense for repair, replacement, or refund, or may retain these items with an equitable price reduction. Vendor shall reimburse Kodiak for all costs and expenses incurred associated with return of rejected Products.

**5. PRICES AND TAXES.** The prices contained in the Order are firm and fixed for the duration of the Order. Any and all taxes, charges, or fees applicable to the provision of Products or Services shall be listed on the face of the Order, or Vendor's invoice, including packing and transportation charges. All taxes, charges, or fees applicable to the provision of Products shall be listed in Vendor's invoice, including packing and transportation charges. Vendor shall pay all taxes, charges, or fees assessed against Vendor associated with the provision of the Products or Services, and agrees to indemnify, defend, and hold Kodiak harmless from and against all collection actions against Kodiak arising out of Vendor's failure to so pay. Vendor will accept a valid exemption certificate from Kodiak in lieu of collection of sales or use taxes with respect to any Products or Services provided under this Order.

**6. INVOICES AND PAYMENT.** Unless otherwise agreed in the Order, invoices shall be submitted either monthly, upon final delivery of the Products, or completion of the Services. Invoices will accurately identify the applicable Order number, descriptions, quantities, delivery dates and prices. Where applicable, taxes must be separately itemized. Incomplete or inaccurate invoices will be rejected and returned without action. Vendor's right to payment is contingent upon Kodiak's approval and acceptance of Products delivered or Services rendered in accordance with this Order, but payment of the stipulated price is not evidence of Kodiak's final acceptance of the Products or Services purchased under this Order. Subject to inspection and acceptance of the Products and Services and verification of the invoice, Kodiak shall pay any undisputed amount within 60 days following invoice receipt. Kodiak may, at its option, set off any and all sums which Vendor owes to Kodiak under this Order or otherwise against any and all sums which Kodiak owes to Vendor under this Order or otherwise.

**7. CHANGES.** Kodiak may at any time make changes in the general scope of this Order which affect the: (a) drawings, designs or specifications of Products being specially manufactured for Kodiak; (b) method of shipment or packing; (c) place of delivery; and (d) delivery schedules. If any change causes an increase or decrease in the cost of, or the time required for, provision of the Products or Services, Vendor shall provide Kodiak with a proposal detailing the change in the cost or schedule. If Kodiak accepts the proposal, Kodiak shall approve an equitable adjustment in the Product or Service price or the delivery or performance schedule or both. Kodiak shall modify the Order in writing accordingly. Pending any adjustment, Vendor will diligently proceed with the Order as modified.

**8. DELIVERY TIME AND PLACE; PACKING AND SHIPPING; RISK OF LOSS AND PASSAGE OF TITLE.** Unless otherwise stated in writing in a Definitive Agreement or on the face of the Order, Vendor shall deliver the Products DPU (Incoterms 2020) to Kodiak's facility indicated on the face of this Order and at the time agreed in writing on the face of the Order or, if no time is agreed, within 30 days from the date of this Order. Vendor shall prepare all Products for safe transportation in suitable containers for protection in shipment and storage, and in conformance with carrier's requirements and with any specifications set forth in the Order. Kodiak shall not pay any additional charges, such as for packing material, cartage, etc., unless expressly agreed in the Order. Title to and risk of loss with respect to Products sold hereunder shall pass from Vendor to Kodiak at the time the Products are delivered to Kodiak. Vendor shall provide at or before the time of delivery, all documentation usually and customarily provided with the Products, as well as any documentation that is specifically required by the Order. Delivery of Products will not be considered completed until all required documentation is delivered.

**9. TERMINATION OF THE ORDER:** The rights of Kodiak provided in this clause shall be in addition to any other rights provided by law or this Order. No termination of an Order shall relieve either party of any liability arising from or incident to Work performed under that Order prior to termination.

(a) **For Convenience.** Kodiak reserves the right to terminate the Order, in whole or in part, upon written notice to Vendor. Termination will be effective upon receipt or a later date stated in the notice. Vendor shall cease performance of the Order as of the effective date. Unless specifically agreed otherwise in writing and subject to inspection, Vendor will be entitled to payment of a reasonable termination amount reflecting the completed and

conforming Products delivered or made available for delivery and/or the Services actually performed prior to the effective termination date, less: (i) the reasonable cost avoided as a result of the work cancelled, and (ii) any payments made by Kodiak prior to termination.

(b) **For Default.** Kodiak may terminate the whole or any part of this Order if: (i) Vendor fails to deliver the Products or to perform the Services within the time specified or any extension of time granted by Kodiak in writing; (ii) Vendor fails to perform under any other provisions of this Order, or so fails to make progress as to endanger performance of this Order, or (iii) if Vendor becomes insolvent or in the event Vendor files a voluntary petition under any bankruptcy or insolvency law or makes an assignment for the benefit of creditors or in the event a petition under any bankruptcy or insolvency law is filed against Vendor. In the event of either (i) or (ii), Vendor shall cure or otherwise remedy the default within 15 days after receipt of notice from Kodiak specifying that failure. In the event of termination for default, Kodiak has the right to procure, on terms and in a manner as it may deem appropriate, Products or Services similar to those terminated, and to recover from Vendor the cost for similar Products or Services in excess of what Kodiak would have paid Vendor under the terminated Order.

**10. HAZARDOUS MATERIALS.** Vendor shall notify Kodiak, in advance of shipment, of any Products that are considered under applicable law to be hazardous or dangerous. Vendor shall mark and ship these Products in full compliance with all applicable laws or regulations.

**11. INDEMNITY AND LIMITATION OF LIABILITY. VENDOR SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD KODIAK, ITS PARENT, SUBSIDIARIES, AND AFFILIATED OR RELATED COMPANIES, AND EACH OF ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, AND ANY OF KODIAK'S CUSTOMERS HARMLESS FROM AND AGAINST ALL CAUSES OF ACTION, WHETHER IN LAW OR EQUITY, FOR INJURY TO OR DEATH OF ANY PERSON(S) OR DAMAGE TO OR DESTRUCTION OF OR PROPERTY, TO THE EXTENT ARISING OUT OF VENDOR'S NEGLIGENCE, BREACH OF CONTRACT OR WILLFUL MISCONDUCT IN THE PERFORMANCE OF THIS ORDER.**

**12. INSURANCE.** Vendor shall carry insurance all times during the performance of this Order to cover the indemnity obligations assumed by Vendor in Section 11 above. If Vendor is providing Products or performing Services on premises owned or leased by Kodiak or its customers, Vendor shall maintain Comprehensive General Liability coverage of not less than USD \$1,000,000, Employer's Liability and Compensation of not less than USD \$1,000,000, Automobile coverage of not less than USD \$1,000,000, Worker's Compensation as required by applicable statutes, and Excess/Umbrella Liability coverage of not less than USD \$5,000,000. Kodiak, and its customer if applicable, shall be named as an additional insured on all policies except Worker's Compensation, and all policies shall provide for a waiver of subrogation in favor of Kodiak and its customer.

**13. FORCE MAJEURE.** "Force majeure" means acts of God, acts of government, strikes, fire, flood, washout, and any other causes that are not reasonably within the control of the party affected. If either party is rendered unable wholly or in material part by reason of force majeure to carry out any of its obligations hereunder, other than obligations to pay money, then on a Party's giving notice and particulars in writing to the other Party within a reasonable time after the occurrence of the cause relied upon, these obligations shall be suspended. If a suspension period exceeds 15 days, Kodiak has the right to terminate any Order, upon five days' prior written notice to Vendor, with payment due to Vendor in accordance with Section 9(a).

**14. LIMITATION OF LIABILITY.** If Kodiak wrongfully rejects or revokes acceptance of any Products or Services, or breaches the Order in any other respect, then Vendor's exclusive remedy against Kodiak is limited to the recovery of the difference, if any, between: (a) the price of directly affected Products or Services stated in the Order; and (b) the resale price for the Products when sold in a commercially reasonable manner, or the costs avoided with respect to Services not provided, less any expenses saved. Any recovery by Vendor hereunder is directly limited by and will not exceed the value of the affected Order. In any event, **NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY PROFITS LOST BY THE OTHER PARTY.**

**15. WAIVER, SEVERABILITY, SUBCONTRACTING AND ASSIGNMENT.** Neither party's failure to insist upon strict conformance to any provision hereof operates as a waiver of subsequent enforcing or requiring of strict conformance to the provisions hereof. If any provision (or portion thereof) is declared invalid or unlawful, the remaining provisions will not be affected thereby, and will be construed as if the invalid or unlawful provision (or portion thereof) had never been contained herein. Vendor shall not subcontract or assign all or any part of the performance of this Order without the specific written approval of Kodiak. Kodiak may assign all or any part of this Order.

**16. CONFIDENTIALITY.** Information exchanged between the parties during the performance of the Order is confidential and proprietary to the party originally owning the information. Each party shall protect all proprietary and confidential information of the other party to the same extent a party protects its own proprietary and confidential information. Kodiak's information may be used by Vendor only for the purposes of manufacturing the Products ordered hereunder and/or performing the Services hereunder. This information is not to be published, disseminated, revealed or otherwise released or used by Vendor in any other manner except for the purposes of the Order without the expressed written consent of Kodiak.

**17. PATENTS AND COPYRIGHTS. VENDOR SHALL INDEMNIFY AND HOLD HARMLESS KODIAK AND ITS CUSTOMERS FROM AND AGAINST ALL CLAIMS, DEMANDS, LOSS AND LIABILITY OF ANY KIND, INCLUDING COSTS AND FEES, FOR VIOLATION OR ALLEGED VIOLATION OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, PROPRIETARY INFORMATION RESTRICTIONS, TRADE SECRETS OR THE LIKE BROUGHT AGAINST KODIAK BY ANY ENTITY ARISING OUT OF VENDOR'S PERFORMANCE OF THE ORDER.** Kodiak may assume its own defense in this proceeding, in which event the foregoing indemnity extends to Kodiak's costs and reasonable attorney's fees.

**18. COMPLIANCE WITH SAFETY, SECURITY AND ENVIRONMENTAL POLICIES.** It is understood by the parties that Vendor is an independent contractor and Kodiak has no responsibility or duty to supervise Vendor's safety and health programs relative to the Order. When Vendor's employees or employees of Vendor's subcontractors report to facilities or property owned or leased by Kodiak, Kodiak's customers, or other Kodiak subcontractors, they shall immediately familiarize themselves with any posted safety, security and environmental rules of Kodiak or the owner of the property, emergency procedures and other safety, security and environmental requirements, including those security regulations issued by any governmental entity. Should Vendor or its subcontractors (if any) or any of its and/or their employees fail to comply with any safety, security and environmental laws or regulations, **VENDOR SHALL RELEASE, DEFEND, INDEMNIFY SAVE AND HOLD KODIAK HARMLESS FROM ANY FINES, PENALTIES OR ENFORCEMENT PROCEEDINGS, INCLUDING ANY ASSOCIATED REASONABLE ATTORNEY'S FEES OR COURT COSTS, ARISING THEREFROM.** To the extent any environmental conditions arise out of Vendor's performance of the Order, **VENDOR SHALL DEFEND, INDEMNIFY, SAVE, AND HOLD KODIAK AND ITS CUSTOMER HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES THEREFROM, WHETHER IN LAW OR EQUITY, EXCEPT TO THE EXTENT THESE LIABILITIES ARISE OUT OF KODIAK'S NEGLIGENCE OR WILLFUL MISCONDUCT.**

**19. AUDIT.** For two years following the completion or termination of the Order, and upon reasonable prior written notice to Vendor, Kodiak and/or its customer (if any) shall have the right to audit all documents related to the Order. Vendor shall have the right to exclude any confidential or proprietary items from an audit.

**20. GOVERNING LAW.** This Order will be governed by the laws of the State of Texas, without regard to its principles of conflicts of laws. Vendor shall perform the Order in strict accordance with all applicable laws, regulations, rules, and executive orders of any governmental authority.

**21. COMPLIANCE.** Vendor warrants that it will perform under this Order in full compliance with applicable law, including, without limitation, the Foreign Corrupt Practices Act, Kodiak's Code of Business Conduct, Kodiak's Supplier Code of Business Conduct and other applicable Kodiak policies and procedures provided to Vendor. Vendor acknowledges that it has been provided copies of Kodiak's codes of conduct and/or will request or download such codes, as they are amended from time to time. The provisions of this Order govern in the event of any conflict between this Order and Kodiak's Code of Business Conduct, Kodiak's Supplier Code of Business Conduct or any other applicable Kodiak policies and procedures.