

Standard Terms and Conditions for JW Energy

These Terms and Conditions (the "Contract") apply to all Services, Equipment, and any other related transactions provided by JW Energy ("Company") to its clients ("Customer"). By entering into a contract with JW Energy, the Customer agrees to these Terms and Conditions.

1. DEFINITIONS

In this Contract, unless otherwise specified:

- **"Company"** refers to JW Energy, the provider of the Services and Equipment.
- **"Services"** refers to the inspection, testing, maintenance, and consulting services provided by JW Energy in the oil and gas pipeline sector.
- **"Equipment"** refers to any equipment supplied by JW Energy as part of the Services.
- **"Contract Documents"** refers to the Proposal, these Terms and Conditions, any amendments, or other documents agreed upon by both parties.

2. SCOPE OF SERVICES

2.1 Services Provided:

JW Energy shall perform Services as detailed in the Contract Documents, including but not limited to pipeline inspections, maintenance services, technical consultancy, and related tasks as mutually agreed by both parties.

2.2 Performance of Services:

JW Energy will provide the Services using reasonable skill and care, following industry standards and ensuring compliance with all applicable laws and regulations, including Chinese law.

2.3 Subcontracting:

JW Energy may subcontract any part of the Services to qualified third parties but remains fully responsible for the quality of the Services performed.

3. PERFORMANCE STANDARDS AND WARRANTIES

3.1 Performance Standards:

JW Energy warrants that all Services will be performed in a good and workmanlike manner, in accordance with the generally accepted industry standards, and with the level of care, skill, knowledge, and judgment required of firms or individuals performing comparable services in the oil and gas pipeline inspection industry.

3.2 Equipment Warranty:

Any Equipment supplied by JW Energy under this Contract will meet the specifications set forth in the Contract Documents.

3.3 Warranty Exclusions:

This warranty does not apply to any defects arising due to misuse, failure to maintain the Equipment, or any other causes beyond JW Energy's control, including but not limited to Force Majeure events.

3.4 Warranty Period:

The warranty period for Services shall commence upon the delivery of the Final Inspection Report and shall end 12 months thereafter. For coiled tubing, the warranty period shall be 3

months or the date of first use of the coiled tubing, whichever comes first.

4. PAYMENT TERMS

4.1 Payment for Services:

The Customer shall pay JW Energy for the Services as outlined in the Proposal or Contract Documents. All payments shall be made within 30 days from the date of the invoice unless otherwise agreed.

4.2 Late Payments:

In the event of late payment, JW Energy reserves the right to charge interest on overdue amounts at a rate of 1.5% per month, compounded monthly.

4.3 Currency:

All payments shall be made in RMB (Chinese Yuan) or any other currency specified in the Contract Documents.

5. LIMITATION OF LIABILITY

5.1 Exclusion of Liability for Indirect Damages:

JW Energy's liability to the Customer is limited to the total value of the Services provided. JW Energy shall not be liable for any indirect, incidental, or consequential damages, including but not limited to loss of profits or production downtime.

5.2 Exclusion of Warranty for Reports:

JW Energy makes no warranty, express or implied, regarding the fitness for a particular purpose or the suitability of any reports provided under this Contract. The Customer agrees to indemnify and hold JW Energy harmless from any claims arising from the use of such reports, including claims from third parties.

6. PERSONAL DATA PROTECTION

6.1 Data Handling:

The Company and JW Energy agree to handle personal data in accordance with Chinese law, including the Personal Information Protection Law (PIPL). Both parties will implement appropriate security measures to prevent unauthorized access, alteration, or destruction of personal data.

6.2 Data Breach Notification:

If either party becomes aware of an accidental or unlawful breach of personal data, it will notify the other party promptly, and in any case within 72 hours.

6.3 Data Transfers:

If personal data is transferred from the European Economic Area (EEA) to China, JW Energy will ensure that proper data protection measures are in place, such as entering into standard contractual clauses or implementing binding corporate rules.

7. CONFIDENTIALITY

7.1 Confidential Information:

Both parties agree to maintain the confidentiality of all proprietary or confidential information disclosed during the performance of this Contract. This obligation shall remain in effect for a period of 5 years following the termination of the Contract.

7.2 Disclosure to Third Parties:

Neither party will disclose confidential information to any third party without the prior written consent of the other party, unless required by law or a regulatory authority.

8. FORCE MAJEURE

Neither party shall be held liable for delays or failure to perform due to circumstances beyond their reasonable control, including but not limited to acts of God, government actions, war, strikes, or natural disasters. The affected party shall notify the other party of the event and its expected duration.

9. AMENDMENTS AND MODIFICATIONS

9.1 Amendments in Writing:

Any amendments to this Contract shall be made in writing and signed by duly authorized representatives of both parties.

9.2 Reference to Original Terms:

Amendments must specify the Contract Documents that are being amended and refer to the specific clauses.

10. TERMINATION

10.1 Termination by JW Energy:

JW Energy may terminate this Contract if the Customer fails to make payment as agreed, or breaches any material term of the Contract and does not cure such breach within 30 days.

10.2 Termination by Customer:

The Customer may terminate this Contract with prior written notice to JW Energy if JW Energy fails to perform the Services as agreed in the Contract Documents.

10.3 Effect of Termination:

Upon termination, the Customer shall pay for all Services rendered and Equipment provided up to the termination date.

11. APPLICABLE LAW AND JURISDICTION

11.1 Governing Law:

This Contract shall be governed by and construed in accordance with the laws of the People's Republic of China.

11.2 Jurisdiction:

Any disputes arising under this Contract shall be resolved by the competent courts in China, and the parties consent to the exclusive jurisdiction of these courts.

12. ENTIRE AGREEMENT

12.1 Complete Agreement:

This Contract, together with any attachments or amendments, constitutes the entire agreement between JW Energy and the Customer, and supersedes any prior agreements or understandings related to the subject matter.

13. SEVERABILITY

If any provision of this Contract is found to be invalid or unenforceable, such provision shall be amended or deleted in a manner that reflects the intent of the original provision while preserving the remainder of the Contract.

14. NOTICES

All notices and communications under this Contract shall be given in writing and delivered to the addresses specified by the parties. Notices may be delivered by hand, mail, or email, and shall be deemed to have been received upon delivery.

15. WAIVER

Any waiver of a breach of any provision of this Contract shall not be deemed to constitute a waiver of any subsequent breach, and no waiver shall be effective unless in writing and signed by the party granting the waiver.

16. SUCCESSORS AND ASSIGNS

This Contract is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign or transfer its rights or obligations without prior written consent.