



Superior Energy Resources, LLC – Standard Terms and Conditions

DATED: February 22, 2021

You may view, magnify, download, and/or print the most recent and governing version of these Terms and Conditions at: www.superiorenergyresourcesllc.com

1. **Applicability.** This document sets forth the Standard Terms and Conditions (“Terms and Conditions” or “T&C”) that govern your transactions with Superior Energy Resources, LLC (“SER”). All those entering into transaction(s) with SER are referred to herein as “you,” “your,” a “party,” a “customer,” and, at times where applicable, “Buyer” or “Renter”; and all of the foregoing are subject to these Terms and Conditions. SER is involved with sales, rentals, fabrication, and services involving numerous products and business lines. Your transactions with SER may encompass one or more of these areas. Each item within the Terms and Conditions set forth herein shall apply to your transaction(s) with SER to the fullest extent possible. The Terms and Conditions set forth herein are incorporated by reference into your agreement(s) with SER and are incorporated as if repeated and set forth within SER’s rental agreements, purchase orders and/or acknowledgements of the same, sales receipts, invoices, and other documentation of your transaction(s) with SER, without limitation, and irrespective of whether these full Terms and Conditions are actually printed on such documents.

2. **Notice and Consent.** Consistent with the preceding paragraph, these Terms and Conditions shall apply to your transaction(s) with SER, and you agree that you have full notice and knowledge of their contents, by virtue of their being available to you on SER’s web site and/or by internet-based or emailed dissemination to you, by inclusion upon or with documents provided or made available to you in any form, and/or by any reference made to SER’s “Terms and Conditions” contained therein or therewith. These Terms and Conditions shall apply and be in effect whether or not they are signed by you and whether or not SER sought your signature. **BY ENGAGING AND CONTINUING TO ENGAGE IN YOUR TRANSACTION(S) WITH SER, YOU ACKNOWLEDGE THAT YOU ARE MANIFESTING YOUR CONSENT TO, AND THAT YOU DO CONSENT AND AGREE TO, THESE TERMS AND CONDITIONS.**

3. **Price Quotations.** Price quotations are based upon current prices, including for metals and timber manufacturing and commodities. Price quotes are intended to be valid for thirty (30) days from the quoted date, but are subject to adjustments due to changes in metals and timber market manufacturing and commodity costs. Further, price quotes are subject to change in the event of obvious typographical or clerical errors. Until an order is accepted by SER, quoted prices are subject to the above fluctuations and may change. All orders and contracts are subject to written acceptance by SER. All quotes are F.O.B. Brockway, Pennsylvania, unless otherwise noted.

4. **Offer and Acceptance.** Your Rental Agreement, Sales Agreement, or other written agreement specific to your transaction(s) with SER is not an acceptance of the terms and conditions of any prior or subsequent offer proposal, inquiry, or order from the customer and any such terms and conditions are expressly rejected. Your Rental Agreement, Sales Agreement, or

other written agreement specific to your transaction(s) with SER is an offer by SER to you. You, by signing such Rental Agreement, Sales Agreement, or other written agreement specific to your transaction(s) with SER, accept SER's offer contained therein on the precise terms contained therein, and this acceptance is expressly limited to those terms. Any subsequent submission of an order or similar such document to SER covering the equipment rented also constitutes and unqualified acceptance by you of SER's offer notwithstanding any terms and conditions in said order or document to the contrary. Under no circumstances shall any terms and conditions from you or contained on your business forms become part of your transaction(s) with SER or your agreement(s) with SER, except as provided for in Paragraph 32 ("Terms and Conditions from You or Other Parties"), below. Upon acceptance, your Rental Agreement, Sales Agreement, or other written agreement specific to your transaction(s) with SER shall become the final written expression of agreement between SER and you, constituting the entire Rental Agreement, Sales Agreement, or other written agreement specific to your transaction(s) with SER and superseding all previous communications, either oral or written. Such agreements may be modified only by a writing signed by SER. Reference herein to any order or other communication is only for the purpose of identifying the equipment rented and/or purchased.

5. **Payments.** In the event that payment is not made on or before delivery of the goods or products ordered, payments that remain overdue after thirty (30) days from the date of the invoice submitted by SER shall bear and be subject to late fees consisting of contractual interest equal to 1.5% per month (18% annually) of the amount of the overdue payment per month. For clarity, this provision includes, without limitation, invoices for sales and invoices for rentals; and this shall mean that, beginning on the thirty-first (31st) day after the date on a SER invoice, the new amount that is due and owing by you to SER shall be 1.015 times any unpaid amount attributable to that original invoice; and beginning on the sixty-first (61st) day, the new amount shall be 1.030 times any unpaid amount attributable to that original invoice; and so on until full payment is received by SER from you. You agree that SER is entitled to this contractual interest even if SER does not issue updated invoices to reflect the addition of such interest to the balance owed. You agree that in any court proceeding or similar such action to recover an amount owed to SER, SER may claim, and is entitled to payment of, such contractual interest as of right; that any amount owed may be calculated by the court using the simple explanatory contained herein, without more; that this interest may be included by the court in a final order or judgment against you, including in the event that a default judgment is entered against you; and that such contractual interest shall continue to accrue at 1.5% per month post-judgment, until actually paid to SER in full.

6. **Credit.** Purchases on credit are subject to approval of SER's Credit Department. SER reserves the right to require cash payment and to decline to fulfill any purchases, production, or deliveries on credit whenever, for any reason, including if doubt as to your financial responsibility develops. SER shall not, in such event, be liable for non-performance of contract in whole or in part for failure to accept payment on credit.

7. **Disclaimer of Warranties.** Parts sold are guaranteed only to meet agreed customer specifications and to be free of defects in SER's materials and SER's workmanship. SER's sole responsibility will be that SER will manufacture said goods in accordance with the plans supplied by you as the Buyer, and that they will be free of defects in material and workmanship for a period

of one (1) year from the date of receipt thereof. SER shall have no liability under the warranty for damages other than the repair, replacement, or credit at SER's exclusive option in accordance with the provisions of the "Claims" paragraph of these Terms and Conditions; and this is only if said goods are used in accordance with Buyer's specifications. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE IN CONNECTION WITH THE PURCHASE, SALE, PRODUCTION, OR DELIVERY. SER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, FOR ANY AND ALL TRANSACTIONS EXCEPT AS EXPRESSLY SET FORTH WITHIN THIS PARAGRAPH. SER EXPRESSLY DISCLAIMS, WITHOUT LIMITATION, ANY AND ALL DESIGN WARRANTIES AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

8. **Cancellation or Stop Work Order.** Tools and Production orders entered on SER's books cannot be cancelled except with SER's consent and upon terms that will indemnify SER against loss. Shipment date is approximate only and conditional upon delays, accidents, or non-performance occasioned by Force Majeure. Orders may be cancelled or deliveries deferred only upon the condition that you assume immediate liability and make payment to SER for (a) all completed work at the order price, (b) for work in process on the basis of the percentage of completion times the order price, (c) for raw material, unamortized tooling, engineering, and other cancellation charges, including restocking fees inability to cover, lost productivity charges and lost profit, incurred on the basis of cost to SER plus handling at the time of cancellation or stop work order.

9. **Quantities.** All quotations are based on you accepting each individual item on the Purchase Order as set up on delivery schedules agreed upon by you and SER.

10. **Deliveries.** Every effort will be made to fill orders within the time promised but under no circumstances does SER assume any responsibility or liability for any damage growing out of or owing to any delays whatsoever. Unless specifically stated to the contrary, quantities are made and orders are accepted for delivery as fast as manufactured, by partial shipments or in bulk.

11. **Changes and Alterations.** You agree to pay additional expenses incurred as a result of specification or requirement changes after order acceptance by SER. Any alterations of existing tooling, material specifications, release schedules, or special instructions must be submitted in writing. SER shall not be obligated to make any changes or alterations to the order until additional costs are agreed to by you.

12. **Samples.** In the event that you or some other party requires samples to be submitted for approval by your or such other party, such approval must be provided in writing, prior to commencement of production. SER shall not be responsible for any delays caused by the approval process.

13. **Claims.** If you claim that the material delivered is not as ordered, you must notify SER, in writing, within ten (10) days of receipt of shipment. If such claim is substantiated and material furnished is proved not as ordered, to the satisfaction of both parties, SER shall have the option of (a) taking back the goods; or, (b) inspection on your premises and deciding whether it may repair or return to SER for replacement or credit. Under no circumstances will SER be liable

for defective materials, parts or products that you, or any other party, has modified, altered, or repaired. Nor shall SER be responsible for any changes to the dimensional or structural characteristics of any material, part, or product from your original specifications. No claims of any kind will be honored, not returned goods accepted, without prior approval by SER; all documents must carry our return/rework authorization number; and failure to include SER's return/rework authorization number shall result in rejection of the shipment. Any Claims for shortage must be made within fourteen (14) days from receipt of the goods.

14. **Patents, Intellectual Property, and Trade Secrets.** If SER designs and/or manufactures a product in accord with your drawings and specifications, you will indemnify and hold harmless SER against any and all claims, losses, judgments, decrees, costs, and expenses (including attorneys' fees and costs, expert fees and costs, and court and/or alternative dispute resolution fees and costs) resulting from any alleged patent infringement thereby. Further, upon SER's request, you shall defend SER at your expense, and against any action which may be brought against SER under any such claim of intellectual property, patent infringement, or similar such action. In engaging in transaction(s) under these Terms and Conditions, SER expressly retains and protects for itself, and does not waive, abandon, or share, any and all rights and protections that it has with respect to patents, intellectual property, trade secrets, and the like; and any grant of license, assignment, or other action affecting SER's rights must be addressed separately in a writing signed by SER.

15. **Default and Damages.** In the event of any default, breach, or repudiation of a sales agreement or other agreement by you, or if you shall become insolvent, or make an assignment for the benefit of creditors, or if a bankruptcy, insolvency, reorganization, or arrangement proceeding shall be commenced by or against you, then in such event SER may cancel the agreement, with you remaining liable for damages, defer any shipment hereunder, and declare forthwith due and payable all of your outstanding bills under the agreement. In the case of any merchandise manufactured or ordered and undelivered, SER shall be entitled to damages in an amount equal to or greater than the market price of said merchandise at the date of the breach (or the net proceeds of resale if sold for your account) or the quoted price thereof, plus 15% of said price to cover SER's cost of reselling or restocking, including additional overhead. SER shall also be entitled to seek to recover any and all other unpaid amounts that you owe to SER, whether pursuant to unpaid invoices or otherwise. In the event that Renter fails to use and operated rented equipment in a prudent, safe, and proper manner to avoid abuse and abnormal wear and tear resulting from improper use and operation, such shall constitute a default hereunder and SER may thereupon immediately declare all rentals hereunder due and payable and exercise such other rights and remedies as are accorded hereunder or otherwise provided by law. In all circumstances involving default and/or damages, SER shall also be entitled to exercise any and all other rights or remedies available to it by law; and, further, no waiver by SER of any one default by you shall be deemed a waiver of any other or subsequent default(s).

16. **Title.** Title to any and all equipment and/or assets rented shall, at all times, be and remain with SER. Renter shall give SER immediate notice in the event that the equipment and/or assets rented are levied upon or become liable to seizure, or in the event that Renter becomes aware of a situation where levy or seizure could occur. Renter agrees to keep all rented equipment

conspicuously marked, including, without limitation, by conspicuously marking with letters of not less than one (1) inch in height.

17. **Inspection.** SER or its agent(s) may inspect rented equipment at any time. Renter shall have the privilege of having a joint inspection made of rented equipment before returning it to SER, or within five (5) days after delivery of the equipment to SER, to determine liability for any repairs and/or shipping charges. In the event a joint inspection is not demanded, SER shall be the sole judge of repairs necessary to place the equipment in good repair and operative condition, the cost of which Renter agrees to pay; and, in any event, Renter agrees to pay repairs necessary to place the equipment in good repair and operative condition.

18. **Security Interests.** The parties intend that any rental of SER's equipment, and Rental Agreement made therewith, is to be a true lease and not as security. If, nonetheless, any Rental Agreement or lease should be construed as intended for security, SER shall be deemed to have reserved a security interest in the rented/leased equipment under the Uniform Commercial Code as security for the payment of rentals and the performance of all other obligations of Renter hereunder. While Renter does not presently desire to purchase equipment from SER, Renter hereby grants SER, as owner, a security interest under said Code in such part (or all) of the rented/leased equipment as Renter shall hereafter purchase from SER, effective upon such purchase, as security for the payment of the purchase price of such equipment and all other obligations and liabilities of Renter to SER, as owner, whether now existing or hereafter arising.

19. **Loss, Theft, Damage, and Destruction.** You assume, and shall bear the entire risk, of loss, theft, damage, and/or destruction to equipment or assets from any cause whatsoever, whether or not covered by insurance, during the period that equipment and/or assets are at your work site and/or in your possession, custody, or control.

20. **Limitation of Liability.** To the extent that a valid claim is made against SER for any defective material, part, or product—and consistent with the “Disclaimer of Warranties” paragraph of these Terms and Conditions—SER may be liable for only the repair of the defective material, part, or product. If, in SER's sole discretion, the material, part, or product cannot or should not be repaired, SER shall be liable only for replacement of the material, part, or product by SER.

21. **Defense and Indemnity.** You agree to fully defend, indemnify, and hold harmless SER from and against any and all claims, actions, losses, costs, damages, and expenses (including attorneys' fees and costs, expert fees and costs, and court and/or alternative dispute resolution fees and costs), for or in connection with any bodily injury, including death and/or property damage arising out of your, or any other parties', use of the material, parts, or products supplied by SER.

22. **Compliance with Law and Regulations, Including Licensure and Certification.** In connection with your transaction(s) with SER and with all activities involving or using SER's equipment and/or assets, you agree to comply with all applicable laws and regulations and you further agree that you and all persons using and/or operating SER's equipment and/or assets will have an maintain any and all licenses, certifications, and other such approvals and/or training required and prudent for the safe and legal use and operation of the equipment and/or assets. This

includes, without limitation, that use of equipment rented requires compliance with various federal, state, and local laws, rules, regulations, and/or safety codes, including, but not limited to, the Occupational Safety and Health Act (“OSHA”), current regulations and standards applicable under OSHA (“OSHA Standards”), and the Federal Coal Mine Health and Safety Act of 1969 (“Coal Mine Act”). Renter acknowledges that SER has instructed Renter that the equipment rented herein may require certain additional safety guards and devices before it can be used in compliance with the dictates of applicable federal, state, or local laws, rules, regulations, or safety codes (including OSHA and the OSHA Standards and the Coal Mine Act). RENTER HEREBY ASSUMES THE ENTIRE RESPONSIBILITY FOR THE INSTALLATION OF SUCH SAFETY GUARDS AND DEVICES AS FEDERAL, STATE, OR LOCAL LAWS, RULES, REGULATIONS, OR SAFETY CODES (INCLUDING OSHA, THE OSHA STANDARDS, AND THE COAL MINE ACT) MAY DICTATE, NOTWITHSTANDING THAT SER MAY NOT PROVIDE SUCH GUARDS OR DEVICES WITH THE EQUIPMENT RENTED HEREIN. RENTER HEREBY RELEASES SER AND SER’S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS ARISING FROM ANY USE OF THE EQUIPMENT RENTED HEREIN IN VIOLATION OF THE DICTATES OF ANY FEDERAL, STATE, OR LOCAL LAWS, RULES, REGULATIONS, OR SAFETY CODES (INCLUDING OSHA, THE OSHA STANDARDS, AND THE COAL MINE ACT).

23. **Operation and Insurance.** In the use and operation of any and all rented equipment, Renter agrees to comply with all operating and maintenance instructions and recommendations of the manufacturer and agrees to comply with such additional operating and maintenance instructions as SER may specify from time to time to prevent abuse of the equipment and/or damage thereof due to abnormal wear and tear or failure to properly operate and/or maintain. RENTER AGREES TO COMPLY, AT RENTER’S EXPENSE, WITH ALL APPLICABLE LAWS GOVERNING THE OPERATION OF THE EQUIPMENT, AND RENTER FURTHER AGREES TO PROTECT, INDEMNIFY, AND AVE SER HARMLESS AGAINST ANY AND ALL LOSS OF OR DAMAGE TO THE EQUIPMENT DURING THE TERM OF THE RENTAL, WHETHER BY FIRE, FLOOD, ACCIDENT, EXPLOSION, THEFT, OR OTHERWISE, AND FOR THIS PURPOSE RENTER SHALL, AT RENTER’S EXPENSE, BUT IN THE NAME AND FOR THE BENEFIT OF SER, AS OWNER, INSURE THE RENTED EQUIPMENT AGAINST LOSS THAT MAY OCCUR OR BE CAUSED BY FIRE, FLOOD, ACCIDENT, EXPLOSION, THEFT, OR OTHERWISE, AND LIABILITY IF ANY AND EVERY KIND.

24. **Additional Insurance Requirements.** Where relevant to your transaction(s) with SER, unless modified by a more specific written supplemental terms and conditions for your specific transaction(s) that are provided to you by SER or signed by SER, the following additional requirements apply:

- a. **SER Subcontractor Certificate of Insurance for Oil and Gas sites.** For oil and gas sites, such certificate shall include and provide terms consistent with the following: minimum excess liability policy of \$10,000,000; workers’ compensation alternate employer endorsement is required; additional insured endorsement is required for CGL, auto, and excess liability policies; waiver of subrogation endorsement is required on all liability policies; primary and non-

contributory clause is required; and additional waiver of lien agreements may be required. Contact information, insurance coverages, and HSE programs contained within SER's HSE 44 SUBS_001 may be shared with SER's client(s).

- b. **SER Contractor and Subcontractor Certificate of Insurance on SER Property for Non-Oil and Gas Projects.** For non-oil and gas projects, such certificate shall include and provide terms consistent with the following: minimum general liability policy of \$1,000,000; workers' compensation alternate employer endorsement is required; additional insured endorsement is required for CGL, auto, and excess liability policies; waiver of subrogation endorsement is required on all liability policies; primary and non-contributory clause is required; SER must be named as additional insured with waiver and primary and noncontributory wording for the rental; and property damage coverage for the value of the equipment is required, with SER as a loss payee on the rented equipment coverage.

25. **Taxes, etc.** YOU AGREE TO PAY AND DISCHARGE WHEN DUE ANY AND ALL TAXES AND GOVERNMENTAL CHARGES OF ANY KIND OR CHARACTER, WHETHER FEDERAL, STATE, COUNTY, OR MUNICIPAL, THAT MAY BE LEVIED AND/OR ASSESSED AT ANY TIME BY REASON OF YOUR TRANSACTION(S) WITH SER OR AGAINST EQUIPMENT RENTED OR PURCHASED, AND YOU WILL AT ALL TIMES FULLY PROTECT, INDEMNIFY, AND SAVE SER AND ITS SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ANY SUCH TAXES, GOVERNMENTAL CHARGES, AND INTEREST, AND PENALTIES THEREON.

26. **Class actions.** If SER designs and/or manufactures a product in accord with your drawings and specifications, you will indemnify and hold harmless SER against any and all claims, losses, judgments, decrees, costs, and expenses (including attorneys' fees and costs, expert fees and costs, and court and/or alternative dispute resolution fees and costs) resulting from any class action, putative class action, collective action, or putative collective action. Further, upon SER's request, you shall defend SER at your expense, in any such action. This provision is in addition to, and is not in any way meant to limit or modify, your other obligations to SER with respect to defense, indemnification, liability, and/or damages.

27. **Recalls.** If SER designs and/or manufactures a product in accord with your drawings and specifications, you will indemnify and hold harmless SER with respect to events arising from product recalls, whether mandatory or voluntary, inclusive of any and all expenditures, claims, losses, judgments, decrees, costs, and expenses (including attorneys' fees and costs, expert fees and costs, and court and/or alternative dispute resolution fees and costs) resulting from recall-related events. Further, upon SER's request, you shall defend SER at your expense, in any action arising from such recall-related events. This provision is in addition to, and is not in any way meant to limit or modify, your other obligations to SER with respect to reimbursement of expenditures and/or defense, indemnification, liability, and/or damages.

28. **Force Majeure.** In the event of an act of God, natural disaster, act of terrorism, large-scale health pandemic, or other significant disruption to infrastructure (collectively, “Force Majeure” events), SER may, at its sole discretion, pause or make reasonable changes to the parties’ agreements to account for and mitigate the Force Majeure event(s) and/or to protect, preserve, and safeguard its personnel and property. SER shall not be liable for any claimed damages, and shall not be liable for any alleged breach, due to a Force Majeure event and its response thereto.

29. **Miscellaneous.** Where relevant to your transaction(s) with SER, unless modified by a more specific written supplemental terms and conditions for your specific transaction(s) that are provided to you by SER or signed by SER, the following additional provisions apply:

- a. Before SER will mobilize equipment (or allow mobilization) and personnel to any customer location, a signed (initialed) quote and terms must be in effect covering the proposed work.
- b. Pricing is firm for no more than thirty (30) days following the date of the proposal, will remain in effect until mutually agreed upon in writing, and does not include federal, state, or local taxes unless otherwise stated. Quoted rates are dependent upon an approved Credit Profile and Net Term Payment agreement. If payment terms are not met, additional rates/penalties will apply. (A signed master services agreement (MSA) may supersede as defaulted terms and conditions in part of full.)
- c. Unless alternative arrangements are agreed upon via a signed writing, daily rate for rental equipment will be portal to portal and will thus include your pre-production work through release of well, without limitation. Third party sub rented assets and manpower day rates will continue to apply.
- d. Rental rates do not include materials, parts, and labor due to wear and tear. Replacement parts and equipment will be billed to the customer at list price plus 30%.
- e. It is the customer’s responsibility to have any rented equipment/asset cleaned before it is returned. If equipment is not cleaned prior to return, SER will arrange to have it cleaned prior to mobilization and charge back all costs associated with cleaning at cost plus 30%. If equipment is returned uncleaned to a SER approved yard, the equipment may be refused and returned to location for cleaning or, at SER’s sole discretion, arrangements may be made to clean at SER with a charge back to the customer of all costs associated with cleaning at costs plus 45%.
- f. When a job is complete, and the equipment is returned, turnaround charges will apply on a final invoice.

- g. Any modifications or changes made to equipment to meet customer requirements, or the requirements of any other party, will be charged back to the customer for labor and materials cost plus 30%.
- h. All call-outs and equipment services are charged back at \$165 per hour for a truck and a tech or \$95 per hour for an onsite technician. Rates occur from Brockway, Pennsylvania, portal to portal, and do not include parts and/or materials.
- i. Prices quoted are net of any local taxes and/or duties. Any such taxes and/or duties levied on SER in the execution of services shall be re-billed to the customer at full cost incurred.
- j. If accommodations are not provided, SER will charge back at \$185 per tech per day, plus mileage to and from the site.
- k. If, at the termination of a rental of equipment or Rental Agreement, any tires on rented equipment are damaged or excessively worn to any extent (other than normal tread wear), SER may determine in its sole discretion, whether such damage or excess wear requires tire replacement, repair, and/or retreading, and Renter will reimburse SER for the cost thereof.
- l. Customer is responsible for confirming normal operation days, hours, and locations. SER may be contacted in this regard via telephone (814-265-1080) or email (sales@serllc.co).
- m. SER is not responsible for typographical errors.

30. **Older Versions Superseded.** These Terms and Conditions are dated as of the date set forth on their first page. These Terms and Conditions supersede and replace older versions of SER's "Standard Terms and Conditions" and older versions of Apple Tractor, Inc.'s terms and conditions. Notwithstanding the foregoing, if an older such version of terms and conditions governed your transaction with SER and contained a provision that is not addressed within these Terms and Conditions, then the older provision shall remain in effect in addition to these Terms and Conditions.

31. **Supplemental Terms and Conditions from SER.** Because SER is involved with sales, rentals, fabrication, and services involving numerous products and business lines, SER may deem it appropriate to issue written supplemental terms and conditions that govern your transaction(s) with SER. Any such supplemental terms and conditions issued by SER to govern your transaction(s) with SER shall be in addition to, and not in replacement of, these Terms and Conditions; and these Terms and Conditions and any such supplemental terms and conditions shall be construed together as governing your transaction(s) with SER.

32. **Terms and Conditions from You or Other Parties.** SER shall not be bound by any separate set of terms and conditions provided by you or other parties, and the same shall not be construed as replacing, supplanting, or changing these Terms and Conditions, unless expressly

agreed to by SER in writing. In any instance where SER enters into such agreement, these Terms and Conditions shall continue to apply, in full or in part where they do not conflict with the competing agreement, unless these Terms and Conditions are expressly nullified by the competing agreement that SER has signed.

33. **Entire Set of Terms and Conditions.** Except as expressly provided for elsewhere in a writing signed by SER or as set forth in a writing issued to you by SER for your transaction(s), these Terms and Conditions are the entire set Terms and Conditions governing your transaction(s) with SER.

34. **Severability.** Should any paragraph or any portion of a paragraph contained within these Terms and Conditions be held to be unenforceable by a court of competent jurisdiction, all remaining portions of these Terms and Conditions shall be deemed to survive in full force and shall be interpreted in such a way as to give them full force and effect.

35. **Governing Law.** These Terms and Conditions, and your agreement(s) and transaction(s) with SER, are governed by the substantive and procedural laws of the Commonwealth of Pennsylvania, and no conflict-of-laws principle or similar such principle shall be applied in order to cause the law of another jurisdiction to instead apply.

36. **Jurisdiction and Venue.** For any disputes relating to your transaction(s) with SER and/or involving these Terms and Conditions, you expressly consent, submit to, and agree to the exercise of personal jurisdiction over you by all Pennsylvania state courts having jurisdiction over matters within Jefferson County, Pennsylvania, including the Court of Common Pleas of Jefferson County, Pennsylvania and the magisterial and appellate courts having jurisdiction in Jefferson County, Pennsylvania, and to the United States District Court for the Western District of Pennsylvania, and the federal bankruptcy and federal appellate courts having jurisdiction in Jefferson County, Pennsylvania. Further, you expressly consent, submit to, and agree that proceeding in any of the foregoing courts is an appropriate and convenient venue for such disputes. This paragraph does not prohibit parties from separately agreeing to mediation, arbitration, or other alternative dispute resolution.

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