



GLOBAL LEADER IN EMISSIONS CONTROL SOLUTIONS

EMISSION GUARANTEE

Provided by: William Casolara

August 5, 2019

Confidential



August 5, 2019

John Strong
Archrock

RE: CRC Emissions Guarantee

Mr. Strong,

I am pleased to provide this emission guarantee based on the following information. If you have any questions or concerns please feel free to contact myself or any of my associates at DCL America.

Also, this guarantee is subject to DCL's standard terms and conditions of sale attached. Copies of the limited warranty statement are available from DCL upon request (DCL doc. No. X0010-0000-68).

Best Regards,

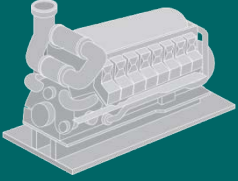
Will Casolara
Senior Sales Engineer
DCL America Inc.

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EMISSION GUARANTEE


ENGINE DATA

	Engine Model	Waukesha F3521GSI
	Power	615 bhp
	Fuel	PQNG
	Exhaust Flow Rate	2719 acfm
	Exhaust Temperature	1065° F

CATALYST DATA

	Catalyst Model	2-DC73-8 IGS
	Type	NSCR, Y
	# of Elements	2
	Cell Density	300 cpsi
	Approx. Dimensions	20.4" Ø x 3.75" thick

EMISSION REQUIREMENTS

	Exhaust Component	Engine Output (g/bhp-hr)	Guaranteed Converter Output (ppmvd @ 15% O ₂)
	NO _x	13.0	<12
	CO	9.0	<4500
	VOC	0.30	<250



The catalyst model selection is based upon the reduction requirements above. Any variance in these requirements may affect the price and model required.



STANDARD TERMS AND CONDITIONS OF SALE – Revised January 2015

1. **Application.** These Standard Terms and Conditions apply to any sale of products, equipment, parts, materials and related services (the “**Products**”) by DCL America Inc. (“**DCL**”) to a DCL customer (the “**Customer**”) and acceptance of these Standard Terms and Conditions is an express condition of such a sale.
2. **Entire Agreement.** These Standard Terms and Conditions, the quotation (the “**DCL Quotation**”) and/or order confirmation (the “**DCL Order Confirmation**”) issued by DCL in respect of each supply of Products and any other document expressly incorporated by reference by DCL in a DCL Order Confirmation (collectively, the “**Agreement**”) constitute the entire agreement between DCL and the Customer regarding a sale of Products by DCL to the Customer and supersede all other discussions, proposals, negotiations, statements, representations, understandings and the like, whether written or oral. DCL rejects any differing or supplemental terms which may be printed or otherwise found in any purchase order or other document sent by the Customer, except as expressly accepted by DCL by the signature of an authorized representative. Unless otherwise specifically and expressly set forth in writing by a duly authorized representative of DCL, if there are inconsistencies in the documents constituting the Agreement, such documents shall take precedence in the following order: (i) these Standard Terms and Conditions, (ii) the DCL Order Confirmation, and (iii) the DCL Quotation or other contract document incorporated by reference by DCL in the DCL Order Confirmation. For purposes hereof, an “**Affiliate**” of DCL includes any entity directly or indirectly controlling, controlled by or under common control with DCL, where “control” of an entity means direct or indirect beneficial ownership of securities representing 20% or more of the votes attached to all outstanding securities of such entity.
3. **Terms of Payment.** Unless otherwise agreed by DCL in writing, DCL invoices for the Customer’s purchase of Products are payable within thirty (30) days of the date of the invoice. Should payment of any amount owing to DCL under the Agreement not be made to DCL when due, such payment shall bear interest at the rate of one and one-half percent (1½%) per month or the maximum rate allowed by law, whichever is lower. The charging of such interest shall not be construed as obligating DCL to grant any extension of time in the terms of payment. No cash discount shall be available to the Customer. If prior to any delivery of Products, DCL has concern regarding timely payment of the purchase price because of a material adverse change in Customer’s circumstances or otherwise, DCL may require payment of all or additional parts of the purchase price before shipment or delivery and/or DCL may require satisfactory security for the payment of the purchase price.
4. **Delivery Terms.** Each sale of Products shall be shipped in accordance with the Incoterms 2000 specified in the DCL Quotation or DCL Order Confirmation. If shipping instructions are not so specified for any supply of Products, such supply shall be shipped ex works (Incoterms 2000). Ex works deliveries of the Products are deemed complete upon release of the Products to the Customer’s carrier at the applicable manufacturing facilities located in Concord, Ontario, Canada as specified by DCL in the DCL Quotation, the DCL Order Confirmation, or otherwise. If the Customer is unable or unwilling to accept physical delivery at the time specified, DCL may store or arrange for storage of Products at Customer’s cost and the delivery of such Products shall be deemed complete as of the first day of storage.
5. **Taxes.** Unless otherwise expressly provided by DCL in a DCL Quotation or DCL Order Confirmation, or otherwise implicit in the Incoterms 2000 specified for a particular supply, the price of the Products shall not include sales, use, excise, value added or any similar taxes, duties and other export/import charges, any inspection or testing fees or any other tax, fee, penalty or charge of any nature whatsoever imposed currently or in the future by any federal, state or other government authority, upon or with respect to the sale, purchase, delivery, storage, processing or use of any Product or upon payment to DCL, and all such taxes, fees and other charges shall be paid by Customer in addition to the price of the Products. In the event DCL is required to pay any such taxes, fees or other charge, Customer shall reimburse DCL therefor.
6. **Delivery Schedule.** Time for delivery of Products is approximate and starts to run on the latest of the date specified or confirmed in the DCL Order Confirmation, or the receipt by DCL of any advance payment, credit approval or any security for the balance of the purchase price, as applicable, each as may be requested by DCL. Unless otherwise specified or confirmed in a DCL Order Confirmation, DCL shall not be liable for losses of any kind incurred by the Customer for delays in or failure to deliver all or any part of the Products. Changes in the delivery schedules requested by the Customer must be in writing and received by DCL at least two (2) business days prior to the previously scheduled shipping date. DCL is under no obligation to accept any changes in delivery dates requested by the Customer.
7. **Title Retention.** Title or ownership of the Products shall not pass to the Customer, notwithstanding delivery thereof, but shall remain vested in DCL until the purchase price of the Products is paid in full. As security for the full payment of the purchase price of the Products, the Customer hereby grants to DCL, and DCL hereby reserves, a purchase money security interest and charge in the Products and in all substitutions, replacements and additions thereto and the proceeds thereof. Until such time of full payment, the Customer shall: (a) insure the Products against loss, damage or destruction for full replacement value; and (b) execute such additional documents as DCL requests for the confirmation or perfection of DCL’s ownership or security interest and charge. Upon default by the Customer, and subject to applicable law, DCL may repossess and deal with the Products as it sees fit and retain all payments which have been made by the Customer on account of the purchase price as partial damages. Upon any such realization of security, the Customer shall remain liable for any deficiency in the purchase price and shall reimburse DCL for all costs and expenses, including reasonable legal fees, incurred in enforcing its rights. All rights and remedies of DCL are cumulative and in addition to those available at law or in equity.
8. **DCL Property.** All supplies, materials, tools, jigs, dyes, gauges, fixtures, molds, patterns, equipment and other items procured by DCL to perform the supply of Products under any Agreement shall be and shall remain the property of DCL under all circumstances, including, without limitation, reimbursement of DCL by the Customer for all or any portion of the cost of such items.
9. **Risk of Loss.** Unless otherwise specified or confirmed in the DCL Order Confirmation, the risk of loss or damage to the Products including any repaired or replaced items, and the responsibility for the payment of insurance premiums and freight passes to the Customer upon DCL’s delivery of such Products to the Customer’s carrier as provided in Section 4. No loss or damage to the Products or any portion thereof shall relieve the Customer from its obligations hereunder.
10. **Suitability.** Before using any Product, Customer shall determine the suitability of such Product for Customer’s intended use. Customer shall assume all risk and liability whatsoever resulting from the use of the Products.
11. **Limited Warranties.** DCL warrants that each Product is free of defects in material and workmanship strictly in accordance with the terms and conditions of the limited warranty statement specified or confirmed in the applicable DCL Quotation or DCL Order Confirmation at the time of purchase (the “**Product Warranties**”). Additional copies of Product Warranties are available from DCL upon request.
12. **No Other Warranties.** THE LIMITED PRODUCT WARRANTIES REFERRED TO IN SECTION 11 ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RESPECT OF THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER WARRANTIES ARISING BY OPERATION OF LAW, COURSE OF DEALING, TRADE USAGE, REPRESENTATION, STATEMENT OR OTHERWISE. THE REMEDIES PROVIDED IN THE APPLICABLE PRODUCT

DCL America Inc. 27603 Commerce Oaks Drive, Oak Ridge North, TX 77385

Toll free: 1-877-965-8989 Fax: 281-605-5858 Email: info@dcl-inc.com www.dcl-inc.com



WARRANTY ARE THE CUSTOMER'S SOLE REMEDIES FOR ANY FAILURE OF DCL TO COMPLY WITH ITS WARRANTY OBLIGATIONS. Applicable law may not allow exclusions of implied warranties, so the above exclusions may not apply.

13. **Limitation of Liability.** NEITHER DCL NOR ITS AFFILIATES SHALL UNDER ANY CIRCUMSTANCE BE LIABLE TO ANYONE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS AND LOST SAVINGS, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT DCL WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. IN NO EVENT SHALL DCL BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS. DCL'S MAXIMUM TOTAL CUMULATIVE LIABILITY FOR ANY REASON SHALL NOT EXCEED THE AGGREGATE PURCHASE PRICE FOR THE APPLICABLE PRODUCTS SUPPLIED UNDER THE AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. CUSTOMER HAS ACCEPTED THE DISCLAIMER OF WARRANTIES IN SECTION 11 AND LIMITATION OF LIABILITY IN THIS SECTION 13 AS PART OF A BARGAIN WITH RESPECT TO THE PRICING OF THE PRODUCTS AND UNDERSTANDS THAT THE PRICING WOULD BE HIGHER IF DCL WERE REQUIRED TO BEAR LIABILITY IN EXCESS OF THAT STATED HEREIN. DCL neither assumes nor authorizes any person, firm or entity to assume for DCL any other additional liability or responsibility in connection with the Products, including any affirmation, representation, or warranty concerning the Products made by an agent, employee, or representative of DCL.
14. **Indemnification.** Customer shall defend, indemnify and hold harmless DCL and its Affiliates and their respective officers, directors, agents, employees, successors, assigns and other customers (collectively, the "**Indemnified Parties**") against any and all claims, demands, actions, suits, proceedings, damages, obligations, losses, liabilities and expenses (including all legal fees) and judgments of any nature whatsoever arising from or in connection with (a) the use, operation, storage, sale, processing, or other disposition of the Products sold to such Customer under the Agreement, or the action or inaction of Customer or, if applicable, its employees, customers, or agents, which may cause injuries or damage, and (b) any alleged intellectual property infringement arising out of Customer's use of the Products or incorporation of the Product(s) as components into any other product. DCL shall hold the benefit of this indemnity in trust for the Indemnified Parties other than DCL, who shall be entitled to enforce this indemnity to the same extent as if they were parties hereto.
15. **Intellectual Property.** Neither Customer, nor its affiliates (nor their respective successors, assigns, licensees or other transferees) shall enforce (or attempt or purport to enforce) against DCL or its affiliates, (sub)licensees, manufacturers, and distributors any existing or future patent that claims (or purports to claim) any or part of the Products or the use, design, manufacturing, layout and packaging thereof. This nonassertion covenant shall be a covenant that transfers with any sale, license or other disposition or grant of rights under the applicable patent rights.
16. **Re-sale of Products.** Without limiting the generality of anything set forth in the Agreement, in respect of any re-sale of the Products or sale of any product which incorporates a Product as a component, the Customer shall indemnify, defend and hold harmless DCL, its officers, directors, agents, employees, successors, assigns and other customers against any and all claims, actions, losses, liabilities and expenses (including all legal fees) or judgments arising from or in connection with a representation or warranty for the Products, including in their capacity or use as a component part of other products, made by the Customer, other than as limited by the applicable Product Warranties, or arising from an allegation of patent infringement relating to Customer's product(s) in which the Products are used as a component part.
17. **Survival.** All payment obligations, provisions for the limitation of or protection against liability of DCL and any other provision of an Agreement which by its nature are continuing shall survive the termination, cancellation or expiration of such Agreement.
18. **Permits.** The Customer shall obtain at its expense all licences, permits and approvals for the purchase, delivery, shipment, installation and use of any Products.
19. **Force Majeure.** DCL is excused from the timely performance of its obligations in the sale or other supply of Products if its performance is impeded or prevented by circumstances beyond its control (a "**Force Majeure Event**") and DCL is taking all reasonable steps to mitigate the effect of the delay. Following the occurrence and the termination of a Force Majeure Event, DCL shall provide the Customer with written notice and reasonable particulars of the Force Majeure Event. Either party may terminate any Agreement affected by a Force Majeure Event if such circumstances continue for more than six (6) months. Upon and notwithstanding any such termination, the Customer shall pay DCL for that portion of the Products manufactured or delivered prior to the date of the abovementioned initial notice of the Force Majeure Event. Notwithstanding anything in this Section 19, the Customer shall extend any security granted for the payment of the purchase price of Products for a period equal to the delay caused by the Force Majeure Event.
20. **Governing Law.** The sale of the Products and this Agreement are governed by the laws of Delaware and the laws of United States applicable therein. Each of the parties irrevocably attorns to the exclusive jurisdiction of the courts of Delaware, provided that DCL shall not be prevented from seeking injunctions or other temporary relief or enforcing judgments of the courts of Delaware in another jurisdiction. The United Nations Convention on the International Sale of Goods is explicitly excluded from this Agreement.
21. **Confidential Information.** Customer shall not disclose proprietary or confidential business or technical information disclosed by DCL or related to any Products to any third parties and shall not use such information for its own benefit or for any purpose other than for the express purpose for which it was disclosed as set forth in writing by DCL at the time of disclosure.
22. **Assignment.** Customer may not assign all or any part of the Agreement for sale of Products without the prior consent of DCL. Any attempt at assignment shall be null and void unless made in conformity with this Section 22.
23. **Waiver, Amendment.** Any waiver, modification or amendment of the Agreement shall only be effective as against DCL if such waiver, modification or amendment is contained in a written instrument prepared or otherwise accepted in writing by DCL. A waiver or modification by DCL of any condition or obligation of Customer hereunder shall not be construed as a waiver or modification of any other condition or obligation and no waiver or modification by DCL granted on any one occasion shall be construed as applying to any other occasion.
24. **Suspension or Cancellation.** Subject to Section 19 hereof, no Agreement may be cancelled or suspended by the Customer without the express written consent of DCL, such consent to be granted in DCL's sole and unrestricted discretion and upon such terms, including the payment of all costs incurred and profits foregone, as DCL may require.
25. **Severability.** If a binding court determination is made that a provision of these Standard Terms and Conditions or any other document which forms the Agreement is unenforceable (in whole or in part), then such provision shall be void only to the extent that such determination requires, and the parties shall replace such void provision with one that is enforceable and valid and, to the greatest extent permitted by law, serves the intent and purpose of the void provision. No other provision shall be affected as a result thereof, and, accordingly, the remaining provisions shall remain in full force and effect as though such void, voidable or inoperative provision had not been contained herein.