# *SALES AGREEMENT*

Eni Contract No. **M-XX-15**

*This* ***Sales Agreement***, (the “Agreement”), is made and entered into this date, XX**/XX/2015,** (“Effective Date”), by and between **Eni US Operating Co. Inc. (“Seller”),** whose principal address is shown above, and ABC COMPANY**. (“Buyer”),** whose principal address is XXXXXXXX for the sale and transfer by Seller to Buyer of the below described items under the terms and conditions set forth herein. Seller and Buyer are referred to herein individually as “Party”, and jointly as “Parties”.

1. Sale and Purchase of Seller’s Right, Title, and Interest in Goods:

Subject to the terms and conditions herein, Seller agrees to sell and Buyer agrees to purchase all of Seller’s right, title, and interest in and to the following described goods, materials, and equipment (the “Goods”):

Description of the Goods ( A, B, C , D – See attached list, etc.)

2. Sales Price and Payment Terms: The total sales price for Seller’s right, title and interest in the Goods is US **$X,XXX.00** which shall be due and payable to Seller by wire transfer to Seller’s designated bank account on the seventh (7th) business day following execution of this Agreement by both Parties. If Buyer fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum; or (ii) the maximum applicable lawful interest rate. Alternatively, if Buyer fails to remit the full amount payable when due, Seller may elect to terminate this sale without liability to Buyer.

3. Pick Up: Pick Up of the Goods will be Ex Works, as such term is defined in Incoterms 2010, as XXXXX Road  **Houma, LA** (the “ Pick Up Location ”). Notwithstanding any provision of Incoterms 2010 to the contrary, as between Buyer and Seller, the risk of loss for the Goods shall pass to Buyer upon the Parties’ execution of this Agreement and Buyer will bear sole responsibility for any and all costs of inspection, handling, moving the Goods from the Delivery Location to the loading dock, loading onto Buyer’s vessel, truck or other means of transport, and transporting and unloading the Goods subsequent to their delivery. Buyer shall also be solely responsible for procuring any required import or export permits or authorization for the Goods.

4. Indemnity: Buyer shall be solely liable and responsible, and shall release, protect, defend, indemnify, and hold the Seller Group (as defined below) harmless from and against, any and all claims, damages, losses, costs (including legal fees), all environmental losses on account of pollution or contamination emanating from property, or liabilities arising from personal injury, death, and/or property loss or damage caused by or resulting from the handling, loading/unloading, inspection, transportation, installation, use, resale, or performance of the Goods, subsequent to the time that the Goods have been picked up at the location in Article 3, including any claims arising from the presence or alleged presence of asbestos or NORM (as defined in Section 7 below); **EVEN IF SAID CLAIMS, DAMAGES, LOSSES, COSTS OR LIABILITIES RESULT, IN WHOLE OR PART, FROM NEGLIGENCE, STRICT LIABILITY OR PRODUCTS LIABILITY ATTRIBUTABLE TO THE SELLER GROUP, EXCEPTING HOWEVER THE GROSS NEGLIGENCE, OR WILFUL MISCONDUCT OF SELLER GROUP.** For purposes of the preceding sentence, the term “Seller Group” shall mean and include, individually or in any combination, the Seller, its parent affiliated and subsidiary entities, partners, co-venturers, co-owners, co-lessees, contractors (other than Buyer), subcontractors of any tier and all their respective directors, officers, employees, authorized agents, insurers, and underwriters.

5. Seller’s Warranty; Transfer by Seller of Warranties: Seller warrants to Buyer that Seller has not conveyed to any other person or entity Seller’s right, title, and interest in the Goods. In addition, Seller hereby transfers to Buyer any warranty or guarantee made to Seller by the manufacturer and/or supplier of the Goods, to the extent the same is transferable.

6. **Disclaimer by Seller of Other Warranties: Except as stated in the Section 5 above, Buyer acknowledges that Seller has not made, and Seller hereby expressly disclaims and negates, any warranty, representation, or allegation (referred to jointly as “Warranty”), express or implied, relating to the Goods, including, without limitation, (1) any Warranty of the condition, fitness for a particular purpose, or merchantability of the Goods, (2) any Warranty of conformity to models or samples of any kind, (3) any Warranty of freedom from patent or trademark infringement, (4) any Warranty of freedom from vices or defects of any kind, whether known or unknown, and, (5) any Warranty pertaining to the protection or preservation of health or the environment. It is the express intention of Seller and Buyer that the Goods will be conveyed to Buyer “as is” and in their present condition and state of repair. Buyer represents that it has made or caused to be made such inspections of the Goods as Buyer deems appropriate and that it will accept the Goods as is and in their present condition and state of repair.**

7. **Disclaimer by Seller Regarding Asbestos and NORM: Seller and Buyer acknowledge that some components of the Goods may contain asbestos or naturally occurring radioactive material (hereinafter referred to as “NORM”).  In this regard, Buyer expressly understands that NORM may affix or attach itself to the inside of equipment and that said equipment of the Goods may contain NORM and that NORM-containing material may be buried or otherwise disposed of on or near the Goods.  Buyer also expressly understands that special procedures may be required for the remediation, removal, transportation and disposal of asbestos and NORM from the Goods where they may be found.**

**Seller shall be responsible for all  costs in connection with assessment, remediation, removal, transportation, and disposal of any asbestos and NORM present in the Goods and associated activities in accordance with all applicable rules, regulations and requirements of governmental agencies, provided, however, that Buyer shall notify Seller of the presence of any such asbestos or NORM within 24 hours after taking possession of the Goods.**

8. Business Ethics, Administrative & Legal Compliance: It is Seller’s policy and practice that its business activities will be conducted in a fair, honest, ethical, and lawful manner and that all laws and regulations governing the ethical and legal conduct of business organizations and entities in the United States will be strictly adhered to.

The Buyer declares it is aware of the laws regarding compliance obligations of companies and other legal entities and it is acquainted with: (i) the Eni Code of Ethics; (ii) the “Anti-Corruption Management System Guideline”; and (iii) the Eni Guidelines for the Protection and Promotion of Human Rights. The documents under (i), (ii), and (iii) above are available on the website of SELLER and BUYER undertakes to comply with the principles contained therein.

9. Entire Agreement: This Agreement constitutes the sole and entire agreement between Buyer and Seller for the sale of Seller’s right, title and interest in and to the Goods and cancels, supersedes, and replaces any and all prior agreements, oral or written, pertaining or related thereto.

10. Governing Law: This Agreement shall be construed and governed in accordance with the laws of the State of Texas, without regard to any conflicts of law principles of said jurisdiction that might require the application of the laws of another jurisdiction. The Parties hereto agree to the exclusive venue of state and federal courts situated in Harris County, Texas with respect to any dispute resolution, including litigation, arising out of this Agreement.

***IN WITNESS WHEREOF***, the Parties hereto have executed this Agreement, which may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

**SELLER:** **BUYER:**

**Eni US Operating Co. Inc.** **ABC Company, LLC**

By: By:

Name: Name:

Title: Title:

Date: Date: