These terms and conditions (“Terms”) are a legal contract between you (either you as an individual or the entity or organization on whose behalf you are entering into these terms and conditions) and Quintana Energy Services, Inc. (“QES,” “we,” or “us”) for the access to and use of this website, which includes text, media, documentation, pictures and other content (collectively, the “Website”).

BY ACCESSING OR USING THE WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS, INCLUDING THE WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY PROVISIONS BELOW. IF YOU DO NOT UNDERSTAND OR AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE WEBSITE AND PLEASE EXIT THE WEBSITE NOW.

1. Information You Provide

In addition to these Terms, your use of the Website is governed by our Privacy Policy. You agree that QES’s collection, use and sharing of any personal information will be as set forth in the Privacy Policy, which may be amended by us from time to time. The Privacy Policy and any posted terms or guidelines are hereby incorporated by reference into these Terms. You agree that we have unlimited rights to any other information that you provide to us and that we may use such information in any way we choose. Such information will be deemed to be non-confidential.

2. Accessing the Website; Copyrights

When retrieving information from the Website, you are prohibited from (a) using or attempting to use spiders, robots, avatars, intelligent agents, or any other extraction or navigation search except for a normal browser, (b) aggregating, copying or duplicating any of the materials or information available from the Website except for the small amount of materials and information temporarily required for an ordinary single use of the Website, or (c) accessing data not intended for you.

The copyrights and other intellectual property in the Website are owned by QES and its licensors. Subject to the paragraph immediately above, you are authorized to view, store, print, reproduce, copy, and distribute any pages within the Website for non-commercial use within your organization only. In consideration of this authorization, you agree that (a) any copy of these documents which you make shall retain all copyright and other proprietary notices contained in such documents and (b) these Terms are included with any distribution.

We reserve the right to deactivate or suspend use of the Website or any services provided through the Website for any reason.

3. Third Party Websites

The Website may contain links to third party websites that are not owned or controlled by QES. QES has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, QES will not and cannot censor or edit the
content of any third party website. By using the Website, you expressly relieve QES from any and all liability arising from your use of any third party website. Accordingly, we encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each other website that you visit.

4. Disclaimers; Limitation of Liability

THE WEBSITE IS PROVIDED “AS IS” AND “AS AVAILABLE” AND WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL QES OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, AND LICENSORS (COLLECTIVELY, THE “QES ENTITIES”) BE LIABLE TO YOU FOR ANY DEFICIENCY, ERROR OR INTERRUPTION IN THE SERVICES PROVIDED HEREUNDER FOR DAMAGES OF ANY KIND. YOUR SOLE REMEDY IN THE EVENT OF ANY DEFICIENCY OR ERROR SHALL BE TO REQUEST THAT QES CORRECT THE MATTER OR, IF QES FAILS TO DO SO, TO DISCONTINUE YOUR USE OF THE WEBSITE AT YOUR OPTION.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE QES ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE WEBSITE OR (B) ANY CONTENT OBTAINED FROM THE WEBSITE.

5. Controlling Law; Venue

These Terms and any action related to the access or use of the Website or services provided through the Website will be governed by the laws of the State of Texas without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Website will be brought solely in Harris County, Texas, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. If you are accepting these Terms on behalf of a United States federal government entity that is legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you but instead these Terms and any action related thereto will be will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Texas (excluding choice of law).

6. Entire Agreement; No Third Party Beneficiaries

These Terms and our Privacy Policy are the entire and exclusive agreement between QES and you regarding access and use of the Website (excluding any services for which you have a separate agreement with QES that is explicitly in addition or in place of these Terms), and these
Terms supersede and replace any prior agreements between QES and you regarding use of the Website. These Terms may not be modified orally. These Terms may not be modified or superseded by QES’s acceptance of a purchase order or the like from you or any other person.

If for any reason a court of competent jurisdiction finds any provision of these Terms or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms, and the remainder of these Terms shall continue in full force and effect. No waiver by us of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. We may revise these Terms from time to time, the most current version will always be at quintanaenergyservices.com. By continuing to access or use the Website after those revisions become effective, you agree to be bound by the revised terms. We do not assume any obligation to notify you of changes to these Terms.

Other than the QES Entities, no other person or company will be third party beneficiaries to the Terms.