UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

(MARK ONE)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended December 31, 2022

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to .

Commission file number 001-13439

DRIL-QUIP, INC.

(Exact name of registrant as specified in its charter)

Delaware	**74-2162088**
(State or other jurisdiction of incorporation or organization)	**(IRS Employer Identification No.)**
2050 West Sam Houston Parkway S., Suite 1100 Houston, Texas	**77042**
(Address of principal executive offices)	**(Zip code)**

Registrant's telephone number, including area code: (713) 939-7711

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading symbol(s)	Name of Each Exchange on Which Registered
Common Stock, $.01 par value per share	DRQ	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined by Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of regulations S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-Accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.¨ ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

At June 30, 2022, the aggregate market value of the registrant's Common Stock held by non-affiliates of the registrant was approximately $874,700,000 based on the closing price of such stock on such date of $25.80.

At February 23, 2023, the number of shares outstanding of registrant's Common Stock was 34,171,856.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant's Proxy Statement for its 2023 Annual Meeting of Stockholders to be filed pursuant to Regulation 14A are incorporated by reference in Part III of this Form 10-K.

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FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K includes certain statements that may be deemed to be "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Statements contained in all parts of this document that are not historical facts are forward-looking statements that involve risks and uncertainties that are beyond the control of Dril-Quip, Inc. (the "Company" or "Dril-Quip"). You can identify the Company's forward-looking statements by the words "anticipate," "estimate," "expect," "may," "project," "believe" and similar expressions, or by the Company's discussion of strategies or trends. Although the Company believes that the expectations reflected in such forward-looking statements are reasonable, no assurance can be given that these expectations will prove to be correct. These forward-looking statements include the following types of information and statements as they relate to the Company:

- the impact of actions taken by the Organization of Petroleum Exporting Countries and the expanded alliance (OPEC+) with respect to their production levels and the effects thereof;
- the impact of the COVID-19 pandemic and the effects thereof;
- the impact of general economic conditions, including inflation, on economic activity and on our operations;
- future operating results and cash flow;
- scheduled, budgeted and other future capital expenditures;
- planned or estimated cost savings;
- working capital requirements;
- the need for and the availability of expected sources of liquidity;
- the introduction into the market of the Company's future products;
- the Company's ability to deliver its backlog in a timely fashion;
- the market for the Company's existing and future products;
- the Company's ability to develop new applications for its technologies;
- the exploration, development and production activities of the Company's customers;
- compliance with present and future environmental regulations and costs associated with environmentally related penalties, capital expenditures, remedial actions and proceedings;
- effects of pending legal proceedings;
- changes in customers' future product and service requirements that may not be cost effective or within the Company's capabilities;
- future operations, financial results, business plans and cash needs; and
- the overall timing and level of transition of the global energy sector from fossil-based systems of energy production and consumption to more renewable energy sources.

These statements are based on assumptions and analysis in light of the Company's experience and perception of historical trends, current conditions, expected future developments and other factors the Company believes were appropriate in the circumstances when the statements were made. Forward-looking statements by their nature involve substantial risks and uncertainties that could significantly impact expected results, and actual future results could differ materially from those described in such statements. While it is not possible to identify all factors, the Company continues to face many risks and uncertainties. Among the factors that could cause actual future results to differ materially are the risks and uncertainties discussed under "Item 1A. Risk Factors" in this report and the following:

- increasing attention to ESG matters and government regulations related to climate change and energy conservation measures;
- the general volatility of oil and natural gas prices;
- the impact of actions taken by OPEC+ to adjust their production levels;

- the cyclical nature of the oil and gas industry;
- uncertainties associated with the United States and worldwide economies;
- uncertainties regarding political tensions in the Middle East, South America, Africa and elsewhere;
- current and potential governmental regulatory actions in the United States and regulatory actions and political unrest in other countries;
- uncertainties regarding future oil and gas exploration and production activities, including new regulations, customs requirements and product testing requirements;
- operating interruptions (including explosions, fires, weather-related incidents, mechanical failure, unscheduled downtime, labor difficulties, transportation interruptions, spills and releases and other environmental risks);
- project terminations, suspensions or scope adjustments to contracts reflected in the Company's backlog;
- the Company's reliance on product development;
- technological developments;
- the effects of actions taken by third parties, including, but not limited to, governmental authorities, customers, contractors and suppliers with respect to the COVID-19 pandemic;
- the impact of the COVID-19 pandemic;
- the Company's reliance on third-party technologies;
- acquisition and merger activities involving the Company or its competitors;
- the Company's dependence on key employees and skilled machinists, fabricators and technical personnel;
- the Company's reliance on sources of raw materials, including any increase in steel costs or decreases in steel supply as a result of global tariffs on certain imported steel mill products;
- impact of environmental matters, including future environmental regulations;
- competitive products and pricing pressures;
- fluctuations in foreign currency, including those attributable to Brexit;
- the ability of the OPEC+ to set and maintain production levels and pricing;
- oil and natural gas production levels by non-OPEC+ countries;
- the Company's reliance on significant customers;
- creditworthiness of the Company's customers;
- fixed-price contracts;
- changes in general economic, market or business conditions;
- access to capital markets;
- negative outcome of litigation, threatened litigation or government proceedings;
- the impact of global health epidemics and concerns;
- terrorist threats or acts, war and civil disturbances;
- changes to, and differing interpretations of, tax laws with respect to our operations and subsidiaries;
- declines in investor and lender sentiment with respect to, and new capital investments in, the oil and gas industry; and
- the impact of our customers and the global energy sector shifting some of their asset allocation from fossil-fuel production to renewable energy resources.

Many of such factors are beyond the Company's ability to control or predict, and the effects of the COVID-19 pandemic may give rise to risks that are currently unknown or amplify the risks associated with many of these factors. Any of the factors, or a combination of these factors, could materially affect the Company's future results of operations and the ultimate accuracy of the

forward-looking statements. Management cautions against putting undue reliance on forward-looking statements or projecting any future results based on such statements or present or prior earnings levels. Every forward-looking statement speaks only as of the date of the particular statement, and the Company undertakes no obligation to publicly update or revise any forward-looking statement.

PART I

Item 1. Business

General

Dril-Quip, Inc., a Delaware corporation (the "Company" or "Dril-Quip"), designs, manufactures, sells and services highly engineered drilling and production equipment for both offshore and onshore applications. The Company's principal products consist of subsea and surface wellheads, subsea and surface production trees, mudline hanger systems, specialty connectors and associated pipe, drilling and production riser systems, liner hangers, wellhead connectors, diverters and safety valves. Dril-Quip's products are used by major integrated, large independent and foreign national oil and gas companies and drilling contractors throughout the world. Dril-Quip also provides technical advisory assistance on an as-requested basis during installation of its products, as well as rework and reconditioning services for customer-owned Dril-Quip products. In addition, Dril-Quip's customers may rent or purchase running tools from the Company for use in the installation and retrieval of the Company's products.

Dril-Quip has developed its broad line of subsea equipment, surface equipment and offshore rig equipment primarily through its internal product research and development efforts. The Company believes that it has achieved significant market share and brand name recognition with respect to its established products due to the technological capabilities, reliability, cost effectiveness and operational timesaving features of these products.

The Company's operations are organized into three geographic segments — Western Hemisphere (including North and South America; headquartered in Houston, Texas), Eastern Hemisphere (including Europe and Africa; headquartered in Aberdeen, Scotland) and Asia-Pacific (including the Pacific Rim, Southeast Asia, Australia, India and the Middle East; headquartered in Singapore). Each of these segments sells similar products and services, and the Company has manufacturing facilities in all three of its regional headquarter locations, as well as in Macae, Brazil. The Company's major subsidiaries are Dril-Quip (Europe) Limited, located in Aberdeen with branches in Azerbaijan, Denmark, Norway and Holland; Dril-Quip Asia-Pacific PTE Ltd., located in Singapore; and Dril-Quip do Brasil LTDA, located in Macae, Brazil. Other operating subsidiaries include TIW Corporation (TIW), located in Houston, Texas; DQ Holdings Pty. Ltd., located in Perth, Australia; Dril-Quip Cross (Ghana) Ltd., located in Takoradi, Ghana; PT DQ Oilfield Services Indonesia, located in Jakarta, Indonesia; Dril-Quip Egypt for Petroleum Services S.A.E., located in Alexandria, Egypt; Dril-Quip TIW Saudi Arabia Limited, located in Dammam, Kingdom of Saudi Arabia; Dril-Quip Oilfield Services (Tianjin) Co. Ltd., located in Tianjin, China, with branches in Shenzhen and Beijing, China; Dril-Quip Qatar LLC, located in Doha, Qatar; Dril-Quip TIW Mexico S. de R.L.C.V., located in Villahermosa, Mexico; and Dril-Quip Venezuela S.C.A., located in Anaco, Venezuela and with a registered branch located in Ecuador.

Dril-Quip markets its products through its offices and sales representatives located in the major international energy markets throughout the world. In 2022, the Company generated approximately 66.2% of its revenues from foreign sales compared to 63.8% and 66.7% in 2021 and 2020, respectively.

The Company makes available, free of charge on its website, its Annual Report on Form 10-K and quarterly reports on Form 10-Q (in both HTML and iXBRL formats), current reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act as soon as reasonably practical after it electronically files such reports with, or furnishes them to, the Securities and Exchange Commission (SEC). The Company's website address is www.dril-quip.com. Documents and information on the Company's website, or on any other website, are not incorporated by reference into this Form 10-K. The SEC maintains a website (www.sec.gov) that contains reports the Company has filed with the SEC.

The Company also makes available free of charge on its website (www.dril-quip.com/govern.html) its:

- Corporate Governance Guidelines,
- Code of Business Conduct and Ethical Practices,
- Audit Committee Charter,
- Nominating and Governance Committee Charter, and
- Compensation Committee Charter.

Any stockholder, who so requests, may obtain a printed copy of any of these documents from the Company. Changes in or waivers to the Company's Code of Business Conduct and Ethical Practices involving directors and executive officers of the Company will be posted on its website.

Overview and Industry Outlook

We continue to monitor the impact of the COVID-19 pandemic, government actions and measures taken to prevent its spread, and the potential to affect our operations, particularly in China. We are also monitoring the current global economic environment, specifically including inflationary pressures and the macroeconomic impact of the conflict in Ukraine, and any resulting impacts on our financial position and results of operations. Refer to "Item 1A. Risk Factors" for additional information.

Both the market for drilling and production equipment and services and the Company's business are substantially dependent on the condition of the oil and gas industry and, in particular, the willingness of oil and gas companies to make capital expenditures on exploration, drilling and production operations. The level of capital expenditures has generally been dependent upon the prevailing view of future oil and gas prices, which are influenced by numerous factors affecting the supply and demand for oil and gas, including worldwide economic activity, interest rates and the cost of capital, environmental regulation, tax policies and the ability and/or desire of OPEC+ and other producing nations to set and maintain production levels and prices.

Crude oil price recovery, which began in the latter half of 2020, continued in 2022 as the oil markets remained encouraging throughout the year. During 2022, crude oil prices fluctuated significantly, with a high of $133.18 per barrel and a low of $76.02 per barrel. According to the January 2023 release of the Short-Term Energy Outlook published by the Energy Information Administration (EIA) of the U.S. Department of Energy, Brent crude oil prices averaged approximately $100.94 per barrel in 2022, and the price is forecasted to average $83.10 per barrel in 2023 and $77.57 per barrel in 2024. Even during periods of high prices for oil and natural gas, companies exploring for oil and gas may cancel or curtail programs, seek to renegotiate contract terms, including the price of products and services, or reduce their levels of capital expenditures for exploration and production for a variety of reasons.

The volatility in Brent crude oil prices over the past three years continues to have an effect on major integrated, large independent and foreign national oil and gas companies' capital expenditure budgets. Capital expenditures are also dependent on the cost of exploring for and producing oil and gas, the availability, expiration date and price of leases, the discovery rate of new oil and gas reserves, technological advances and alternative opportunities to invest in onshore exploration and production operations. Oil and gas prices and the level of drilling and production activity have historically been characterized by significant volatility. Future declines in oil and gas prices may further adversely affect the willingness of some oil and gas companies to make capital expenditures on exploration, drilling and production operations, which could have an adverse impact on the Company's results of operations, financial position and cash flows. See "Item 1A. Risk Factors—A material or extended decline in expenditures by the oil and gas industry could significantly reduce our revenue and income."

As the energy industry embraces a transition, Dril-Quip is actively pursuing opportunities to engage with customers that are working in the areas of carbon capture, utilization and storage (CCUS). This nascent industry aligns well with the Company's core capabilities and expertise and also provides us with an avenue to expand our offerings. We see a healthy project pipeline developing and are actively engaging with customers to explore how we leverage our products and position to help them navigate through the energy transition.

Brent crude oil prices per barrel for the three-year period ended December 31, 2022 are summarized below:

	Brent Crude Oil Prices		
	2022	2021	2020
High	$ 133.18	$ 85.76	$ 70.25
Low	76.02	50.37	9.12
Average	100.94	70.86	41.96
Closing, December 31,	82.82	77.24	51.22

In its January 2023 Short-Term Energy Outlook, the EIA reported United States crude oil production averaged an estimated 11.9 million barrels per day in 2022 and is forecasted to average 12.4 million barrels per day in 2023.

Products and Services

Dril-Quip's revenues are generated from three sources: products, services and leasing. Product revenues are derived from the sale of drilling and production equipment. Service revenues are earned when the Company provides technical advisory assistance and rework and reconditioning services. Leasing revenues are derived from rental tools used during installation and retrieval of the Company's products. In 2022, the Company derived 66.5% of its revenues from the sale of its products, 21.9% of its revenues from services and 11.6% from leasing revenues, compared to 66.1%, 23.0% and 10.9% for products, services and leasing in 2021, respectively, and 70.9%, 20.7% and 8.4% for products, services and leasing in 2020, respectively. Service and leasing revenues generally correlate to revenues from product sales because increased product sales typically generate increased demand for technical advisory assistance services during installation and rental of running tools. However, existing customer equipment can be used in certain circumstances, which creates demand for services with no correlating product sales. The Company has substantial international operations, with approximately 66.2% of its revenues derived from foreign sales in 2022, 63.8% in 2021 and 66.7% in 2020.

Substantially all of the Company's domestic revenue relates to operations in the U. S. Gulf of Mexico. Domestic revenue approximated 33.8% of the Company's total revenues in 2022, 36.2% in 2021 and 33.3% in 2020.

Product contracts are typically negotiated and sold separately from service contracts. In addition, service contracts are not typically included in the product contracts or related sales orders and are not offered to the customer as a condition of the sale of the Company's products. The demand for products and services is generally based on worldwide economic conditions in the oil and gas industry and is not based on a specific relationship between the two types of contracts. Substantially all of the Company's sales are made on a purchase order basis. Purchase orders are subject to change or termination at the option of the customer. In case of a change or termination, the customer is required to pay the Company for work performed and other costs necessarily incurred as a result of the change or termination.

Generally, the Company attempts to raise its prices as its costs increase. However, the actual pricing of the Company's products and services is impacted by a number of factors, including global oil prices, competitive pricing pressure, the level of utilized capacity in the oil service sector, maintenance of market share, the introduction of new products and general market conditions.

Products

Dril-Quip designs, manufactures, fabricates, inspects, assembles, tests and markets subsea equipment, downhole tools, surface equipment and offshore rig equipment. The Company's products are used primarily for exploration and production of oil and gas from offshore drilling rigs, such as floating rigs and jack-up rigs, and for drilling and production of oil and gas wells on offshore platforms, tension leg platforms (TLPs), Spars and moored vessels such as floating production, storage and offloading monohull moored vessels (FPSOs). TLPs are floating production platforms that are connected to the ocean floor via vertical mooring tethers. A Spar is a floating cylindrical structure approximately six or seven times longer than its diameter and is anchored in place. The Downhole Tool products are used in the drilling and production for oil and gas both onshore and offshore.

Subsea Equipment - Subsea equipment is used in the drilling and production of offshore oil and gas wells as well as injecting CO2 into offshore reservoirs around the world. Included in the subsea equipment product line are subsea wellheads systems, mudline hanger systems, specialty connectors and associated pipe, production riser systems, subsea production trees, subsea manifolds and liner hangers.

Subsea wellheads are pressure-containing vessels that are sometimes referred to as a "wellhead housing" and are made from forged and machined steel. A casing hanger, also made of steel, lands inside the wellhead housing and suspends casing (pipe) downhole. As drilling depth increases, successively smaller diameter casing strings are installed, each suspended by an independent casing hanger. Subsea wellheads systems are utilized when drilling from floating drilling rigs, either semi-submersible or drillship types, or TLPs and Spars. The Company's flagship subsea wellhead, called the SS-15® Subsea Wellhead System, is rated for 15,000 pounds per square inch (psi) internal pressure and is offered to the industry in a variety of configurations. The Company's newest wellhead product, the e-Series Subsea Wellhead Systems (SS-15/20 BigBore II-e and SS-15 RLDe), are designed to contain higher pressures (up to 20,000 psi) and provides the ability to reduce the number of casing strings in the well design by increasing load carrying and pressure capacities of casing hangers and associated installation tools.

Mudline hanger systems are used in jack-up drilling operations to support the weight of the various casing strings at the ocean floor while drilling a well. They also provide a method to disconnect the casing strings in an orderly manner at the ocean floor after the well has been drilled, and subsequently reconnect utilizing metal-to-metal sealing technology to enable production of the well by either tying it back vertically to a subsequently installed platform or by installing a shallow water subsea tree.

Large diameter weld-on *specialty connectors* (threaded or stab type) are used primarily in offshore wells drilled from floating drilling rigs, jack-up rigs, fixed platforms, TLPs and Spars. Specialty connectors join lengths of conductor or large diameter (16-inch or greater) casing. Specialty connectors provide a more rapid connection than other methods of connecting lengths of pipe. Connectors may be sold individually or as an assembly after being welded to sections of Company or customer supplied pipe. Dril-Quip's weld-on specialty connectors are designed to prevent cross threading and provide a quick, convenient method of joining casing joints with structural integrity compatible with casing strength.

Production riser systems are generally designed and manufactured to customer specifications. Production risers provide a vertical conduit from the subsea wellhead up to a TLP, Spar or FPSO floating at the surface.

A *subsea production tree* is an assembly composed of flow and pressure control valves, a wellhead connector, control equipment and various other components such as pressure/temperature sensors, chemical injection valves and flowline connection systems. Subsea trees are installed on a subsea wellhead or a mudline hanger system and used to control the flow of oil and gas from a producing well or control flow of CO2 injection into an offshore reservoir. Subsea trees may be used as stand-alone satellite wells or multiple well template mounted and cluster arrangements. These types typically produce via a subsea gathering system of manifolds and flowlines to a central control point located on a platform, TLP, Spar or FPSO. The use of subsea production trees has become an increasingly important method for producing wells located in hard-to-reach deepwater (and ultra-deepwater) areas or economically marginal fields located in shallower waters. The Company is an established manufacturer of single, dual and concentric bore as well as horizontal bore production trees. Single bore subsea completion systems eliminate the need for an expensive multibore installation and workover riser, thereby saving both cost and installation time. The horizontal bore subsea production completion system accommodates numerous completion configuration possibilities and features large vertical access drill-through for passage of drill-bits, submersible pumps, coil tubing strings and Dril-Quip's slimline casing hanger system. The concentric monobore vertical bore subsea production system accommodates numerous completion configuration possibilities including in tubing head and in the subsea wellhead. Dril-Quip's newly patented VXTe design and technology allows for simpler installations within the wellhead completions by eliminating the requirements of special orientation devices like tubing heads. These trees feature remote flowline and control connections, utilizing remotely operated intervention tools. The Company's subsea production trees are generally custom designed and manufactured to customer specifications.

Downhole Tools - Downhole tools are primarily comprised of liner hangers, production packers, safety valves and specialty downhole tools. A *liner hanger* is used to hang-off and seal casing into a previously installed casing string in the well bore and can provide a means of tying back the liner for production to surface. Dril-Quip offers conventional and expandable state-of-the-art liner hanger system and has installed its liner hangers in a number of difficult well applications such as High Pressure High Temperature (HPHT) and geothermal applications, resulting in improved industry recognition and market opportunities.

Surface Equipment - Surface equipment is principally used for flow control on offshore production platforms, offshore CO2 injection installations, TLPs and Spars. Included in the Company's surface equipment product line are platform wellheads, platform production trees and riser tensioners. Dril-Quip's development of platform wellheads and platform production trees was facilitated by adaptation of its existing subsea wellhead and tree technology to surface wellheads and trees.

Platform wellheads are pressure-containing forged and machined metal housings in which casing hangers are landed and sealed at the platform deck to suspend casings. The Company emphasizes the use of metal-to-metal sealing wellhead systems with operational time-saving features which can be used in high pressure, high temperature and corrosive drilling and production applications.

After installation of a wellhead, *a platform production tree*, consisting of gate valves, a surface wellhead connector, controls, tree cap and associated equipment, is installed on the wellhead to control and regulate oil and gas production or CO2 injection. Platform production trees are similar to subsea production trees but utilize less complex equipment and more manual, rather than hydraulically actuated, valves and connectors. Platform wellheads and platform production trees and associated equipment are designed and manufactured in accordance with customer specifications.

Riser tensioners are used on a floating drilling/production vessel to provide a continuous and reliable upward force on a riser string that is independent of the movement of the floating vessel.

Rig Equipment - Rig equipment includes drilling riser systems, wellhead connectors, diverters, safety valves and cement manifolds. The *drilling riser system* consists of (i) lengths of riser pipe and associated riser connectors that secure one to another; (ii) the telescopic joint, which connects the entire drilling riser system to the diverter at top of the riser at the rig and provides a means to compensate for vertical motion of the rig relative to the ocean floor; and (iii) the *wellhead connector* , which provides a means for remote connection and disconnection of the blowout preventer stack to or from the wellhead. *Diverters* are used to provide protection from shallow gas blowouts and to divert gases off of the rig during the drilling operation. A *safety valve* is used to provide a quick, sure shutoff in the drill string at the drill floor and prevent flow up the drill pipe. The TIW Kelly Valve is located in the drill string below the kelly, the uppermost component of the drill string, and is designed to be closed under pressure to remove the kelly. Cement manifolds are used to control the flow of cement and other fluids during the cementing operations of the well installation.

Wellhead connectors are used on production riser systems and drilling riser systems. They are also used on both TLPs and Spars, which are installed in deepwater applications. The principal markets for offshore rig equipment are new rigs, rig upgrades, TLPs and Spars. Drilling risers, wellhead connectors and diverters are generally designed and manufactured to customer specifications.

Certain of the Company's products are used in potentially hazardous drilling, completion and production applications that can cause personal injury, product liability and environmental claims. See "Item 1A. Risk Factors—Our business involves numerous operating hazards that may not be covered by insurance. The occurrence of an event not fully covered by insurance could have a material adverse effect on our results of operations, financial position and cash flows."

Services

The Company provides services to customers, including technical advisory assistance as well as rework, reconditioning, storage, and maintenance services on its customer-owned products. These services are provided from the Company's worldwide locations and represented approximately 21.9% of revenues in 2022 compared to 23.0% in 2021 and 20.7% in 2020.

Technical Advisory Assistance. Dril-Quip generally does not install products for its customers, but it does provide technical advisory assistance to the customer, if requested, in the installation and/or commissioning of its products. The customer is not obligated to utilize these services and may use its own personnel or a third party to perform these services. Technical advisory assistance services performed by the Company are negotiated and sold separately from the Company's products. These services are not a prerequisite to the sale of the Company's products as its products are fully functional on a stand-alone basis. The Company's technicians provide assistance in the onsite installation of the Company's products and are available on a 24-hour call out from the Company's facilities located in Houston, Texas; Villahermosa, Mexico; Shushufindi, Ecuador; Macae, Brazil; Aberdeen, Scotland; Stavanger, Norway; Esbjerg, Denmark; Alexandria, Egypt; Takoradi, Ghana; Shenzhen, China; Doha, Qatar; Singapore; and Perth, Australia.

Reconditioning. The Company provides reconditioning of its customer-owned products at its facilities in Houston, Texas; Macae, Brazil; Aberdeen, Scotland; Stavanger, Norway; Esbjerg, Denmark; Alexandria, Egypt; Takoradi, Ghana; Tianjin, China; Doha, Qatar; Singapore; and Perth, Australia. The Company does not typically service, repair or recondition its competitors' products.

Leasing

The Company leases running and installation tools for use in installation or workover of its products. These tools are required to install, test and retrieve the Company's products that are purchased by customers. Rental or purchase of running tools is not a condition of the sale of the Company's products and is contracted for separately from product sales and other services offered by the Company. Running tools are available from Dril-Quip's locations in Houston, Texas; Villahermosa, Mexico; Shushufindi, Ecuador; Macae, Brazil; Aberdeen, Scotland; Stavanger, Norway; Esbjerg, Denmark; Shenzhen, China; Singapore; and Perth, Australia. These rentals are provided from the Company's worldwide locations and represented approximately 11.6% of revenues in 2022 compared to 10.9% in 2021 and 8.4% in 2020.

Manufacturing

Dril-Quip has manufacturing facilities in Houston, Texas; Aberdeen, Scotland; Singapore; and Macae, Brazil. See "Item 2. Properties—Manufacturing Facilities." Dril-Quip maintains its high standards of product quality through the use of quality control specialists and implementation of continuous improvement methodologies. These continuous improvement methodologies leverage Lean practices and focus on improving processes with the goal of providing world-class quality, delivery and service to our customers at the highest possible value.

The Company's Houston, Aberdeen, Singapore and Macae manufacturing plants are ISO 14001, OHSAS 18001 and ISO 9001 certified. The Houston, Aberdeen, Singapore and Macae plants are also licensed to applicable American Petroleum Institute (API) product specifications and are API Q1, 9th edition and API Q2 compliant. Dril-Quip works to maintain its high standards of product quality through the use of precision measuring equipment such as MRP gages, Faro Arms, Coordinate Measuring Machine and the application of Lean practices. The Company has the capability to manufacture its products globally and continues to have local capability in key critical markets. The Company's primary raw material is forged steel products which it procures from qualified forging suppliers located globally as well as domestically.

Dril-Quip's manufacturing facilities utilize state-of-the-art computer numerically controlled (CNC) machine tools and equipment, which contribute to the Company's product quality and timely delivery. The Company has made significant investments for a complete upgrade of it's manufacturing of subsea wellhead product line with the latest equipment and technology.

Customers

The Company's principal customers are major integrated, large independent and foreign national oil and gas companies. Drilling contractors and engineering and construction companies also represent a portion of the Company's customer base. The Company's customers are generally oil and gas companies that are well-known participants in exploration and production.

The Company is not dependent on any one customer or group of customers. In 2022, the Company’s top 15 customers represented approximately 60% of total revenues, and Chevron Corporation and its affiliated companies (“Chevron”) accounted for approximately 10% of total revenues. In 2021, the Company’s top 15 customers represented approximately 59% of total revenues, and Chevron accounted for approximately 12% of total revenues. In 2020, the Company’s top 15 customers represented approximately 60% of total revenue, and Chevron accounted for approximately 11% of total revenues. No other customer accounted for more than 10% of total revenues in 2022, 2021 or 2020. The number and variety of the Company’s products required in a given year by any one customer depends upon the amount of that customer’s capital expenditure budget devoted to exploration and production and on the results of competitive bids for major projects. Consequently, a customer that accounts for a significant portion of revenues in one fiscal year may represent an immaterial portion of revenues in subsequent years. While the Company is not dependent on any one customer or group of customers, the loss of one or more of its significant customers could, at least on a short-term basis, have an adverse effect on the Company’s results of operations.

Backlog

Backlog consists of firm customer orders of Dril-Quip products for which a purchase order, signed contract or letter of award has been received, satisfactory credit or financing arrangements exist and delivery is scheduled. The Company's backlog primarily consists of our Subsea products. Historically, the Company’s revenues for a specific period have not been directly related to its backlog as stated at a particular point in time. The Company’s product backlog was approximately $240.9 million and $210.1 million at December 31, 2022 and 2021, respectively. The backlog at the end of 2022 represents an increase of approximately $30.8 million, or 14.6%, from the end of 2021. The Company’s backlog balance was positively impacted during 2022 as our product bookings increased due to improved market conditions.

The Company expects to fill approximately 70% to 80% of the December 31, 2022 product backlog by December 31, 2023. The remaining backlog at December 31, 2022 consists of longer-term projects which are being designed and manufactured to customer specifications requiring longer lead times.

See “Item 1A. Risk Factors—Our backlog is subject to unexpected adjustments and cancellations and is, therefore, an uncertain indicator of our future revenues and earnings.”

Marketing and Sales

Dril-Quip markets its products and services throughout the world directly through its sales personnel in multiple domestic and international locations. In addition, in certain foreign markets the Company utilizes independent sales agents or representatives to enhance its marketing and sales efforts.

Some of the locations in which Dril-Quip has sales agents or representatives are Trinidad, Indonesia, Malaysia, Kuwait, Vietnam, Saudi Arabia and the United Arab Emirates. Although they do not have authority to contractually bind the Company, these representatives market the Company’s products in their respective territories in return for sales commissions. The Company advertises its products and services in trade and technical publications targeted to its customer base. The Company also participates in industry conferences and trade shows to enhance industry awareness of its products.

The Company’s customers generally order products on a purchase order basis. Orders, other than those considered to be long-term projects, are typically filled within twelve months after receipt, depending on the type of product and whether it is sold out of inventory or requires some customization. Contracts for certain of the Company’s larger, more complex products, such as subsea production trees, drilling risers and equipment for TLPs and Spars, can take a year or more to complete.

Increasingly, customers enter into long-term contracts (generally three years or more) with the Company covering the purchase of goods and services. These long-term contracts generally specify the products and services, the standard terms of the agreement and often times the price of the goods and services to be purchased. Purchase orders that reference this long-term agreement are then issued by the customer to the Company for specific quantities of the goods and services.

The primary factors influencing a customer’s decision to purchase the Company’s products are the quality, reliability and reputation of the product, price, technology, service and timely delivery. For large drilling and production system orders, project management teams coordinate customer needs with the Company’s engineering, manufacturing and service organizations, as well as with subcontractors and vendors.

A portion of the Company’s business consists of designing, manufacturing and selling equipment, as well as offering technical advisory assistance during installation of the equipment, for major projects pursuant to competitive bids. The number of such projects in any year may fluctuate. The Company’s profitability on such projects is critically dependent on making accurate and cost-effective bids and performing efficiently in accordance with bid specifications. Various factors, including availability of raw materials, changes in customer requirements and governmental regulations, can adversely affect the Company’s performance on individual projects, with potential material adverse effects on project profitability.

Product Development and Engineering

The technological demands of the oil and gas industry continue to increase as exploration and drilling expand into more hostile environments. Conditions encountered in these environments include water depths in excess of 10,000 feet, well pressures up to 20,000 psi, well flowing temperatures beyond 350 degrees Fahrenheit and mixed flows of oil, gas and water that may also be highly corrosive and impact material properties.

Since its founding in 1981, Dril-Quip has actively engaged in continuing research and development efforts to generate new products and improve existing products. When developing new products, the Company typically seeks to design the most technologically advanced version for a particular application to establish its reputation and qualification in that product. Thereafter, the Company leverages its expertise in the more technologically advanced product to produce less costly and complex versions of the product for less demanding applications. The Company also focuses its activities on reducing the overall cost to the customer, which includes not only the initial capital cost but also operating, installation and maintenance costs associated with its products in an effort to help reduce customers’ carbon footprint.

In the 1980s, the Company introduced its first product, specialty connectors, as well as mudline suspension systems, template systems and subsea wellheads. In the 1990s, the Company introduced a series of new products, including diverters, wellhead connectors, SingleBore™ subsea trees, improved severe service dual bore subsea trees, subsea and platform valves, platform wellheads, platform trees, subsea tree workover riser systems, drilling riser systems and TLP and Spar production riser systems. Since 2000, Dril-Quip has introduced multiple new products, including liner hangers, subsea manifolds, riser tensioners, and enhanced versions of subsea wellhead connectors and Dril-Quip’s industry leading subsea wellhead systems. Recent product development efforts focus on the evolution and enhancement of Dril-Quip’s subsea tree portfolio to align with projected market needs, ability to meet a wider array of customer applications, and offer customers overall project cost savings through technological advantages.

Dril-Quip’s product development work is primarily conducted at its facilities in Houston, Texas. In addition to the work of its product development staff, the Company’s application engineering staff provides technical services to customers in connection with the design and sales of its products. The Company’s ability to develop new products and maintain technological advantages is important to its future success. See “Item 1A. Risk Factors—Our business could be adversely affected if we do not develop new products and secure and retain patents related to our products.”

The Company believes that the success of its business depends more on the technical competence, creativity and marketing abilities of its employees than on any individual patent, trademark or copyright. Nevertheless, as part of its ongoing product development and manufacturing activities, Dril-Quip’s policy has been to seek patents when appropriate on inventions concerning new products and product improvements. All patent rights for products developed by employees are assigned to the Company and almost all of the Company’s products have components that are covered by patents.

Following successful field trials in 2021, Dril-Quip achieved first commercial sales and installations of XPak De liner hanger. This technology is a replacement and improvement to industry standard sub-mudline supplemental hanger systems. The XPak De adds value to operators by completing upper wellbore sections with reduced non-productive time, lower risk, and improved well integrity while reducing contingency costs, representing yet another successful e-series product introduction. Contracts awards were secured in 2022 for XPak De liner hanger operations in Brazil, US, and Guyana. Dril-Quip also celebrated our first liner hanger installation of XPak in Guyana in 2022 and contract awards for first operations in Suriname.

Over the course of the last several years Dril-Quip continued to meet new product milestones by delivering DXe hydraulic connectors and the installation of subsea wellhead systems, featuring the award-winning DXe profile, within the Norwegian North Sea sector. This added to the field history for the e-series technology that began with the installation of Dril-Quip's first Horizontal Subsea Tree (HXT) in 2020. Dril-Quip also continued research and development efforts within the Subsea Wellhead System and Subsea Product System product lines. The Company completed development of high pressure sub-mudline supplemental hanger systems and delivered them with its SS-20 BB-IIe subsea wellhead system, which accommodates higher pressures and provides greater flexibility in casing well programs. Dril-Quip has also been awarded the Offshore Technology Conference's Spotlight on New Technology Award for several of its innovative products, namely the BADGeR specialty casing connector, and the VXTe self-aligning Subsea Tree technology. The BADGeR connector features a hands-free anti-rotation device that automatically engages and enables remote make-up operations that removes rig personnel from the red zone. By lowering operating costs and providing superior fatigue and metal sealing performance, it aligns and joins Dril-Quip's e-Series product family that have also been recognized for technological innovation and customer benefits. The VXTe self-aligning technology uses a self-aligning mandrel to passively align the subsea tree to the tubing hanger, without regard to the tubing hanger's orientation in the wellhead. Dril-Quip's VXTe system provides oil companies with an opportunity to reduce their carbon footprint by reducing the amount of equipment and time required for subsea completions when compared to those activities today.

Dril-Quip's continued efforts in developing technologically advanced products enable Dril-Quip to offer products for the harshest environments. The latest subsea wellhead system utilized by a major oil company for its high pressure, high temperature applications was installed at the end of 2021, further strengthening Dril-Quip's position in the subsea market. A contract for the same system was also awarded in late 2021 by a major oil company in Brazil.

Dril-Quip has numerous U.S. registered trademarks, including Dril-Quip®, Quik-Thread®, Quik-Stab®, Multi-Thread®, MS-15®, SS-15®, SS-10®, SU-90®, DX® and TIW®. The Company has registered its trademarks in the countries where such registration is deemed material.

Although in the aggregate, the Company's patents and trademarks are of considerable importance to the manufacturing and marketing of many of its products, the Company does not consider any single patent or trademark or group of patents or trademarks to be material to its business as a whole, except the Dril-Quip® trademark. The Company also relies on trade secret protection for its confidential and proprietary information. The Company routinely enters into confidentiality agreements with its employees and suppliers. There can be no assurance, however, that others will not independently obtain similar information or otherwise gain access to the Company's trade secrets.

Competition

Dril-Quip faces significant competition from other manufacturers and suppliers of exploration and production equipment. Several of its primary competitors are diversified multinational companies with substantially larger operating staffs and greater capital resources than those of the Company and which, in many instances, have been engaged in the manufacturing business for a much longer period of time than the Company. The Company competes principally with the petroleum production equipment segments of Baker Hughes; Schlumberger, Ltd.; TechnipFMC plc; and Aker Solutions.

Because of their relative size and diversity of products, several of the Company's competitors have the ability to provide "turnkey" services for drilling and production applications, which enables them to use their own products to the exclusion of Dril-Quip's products. See "Item 1A. Risk Factors—We may be unable to successfully compete with other manufacturers of drilling and production equipment." The Company also competes to a lesser extent with a number of other companies in various products. The principal competitive factors in the petroleum drilling and production equipment markets are quality, reliability and reputation of the product, price, technology, service and timely delivery.

Talent and Human Capital Management

We believe that building a diverse, inclusive, engaged and empowered workforce will enable us to manage our business with a focus on health and safety, the environment, ethical behavior, quality and being a good corporate citizen in all countries in which we operate. Our people are the key to achieving our vision, and nurturing a transparent, collaborative and development focused culture drives alignment with our business strategy to achieve sustainable long-term shareholder value. We aim to attract and retain the right talent with the competencies and motivation required to execute our business strategy. Our global human capital strategy drives a consistent approach to human capital management and provides tools to facilitate employee development. Performance management and leadership succession are a key part of our people development process that helps identify and develop future leadership talent. Annually, our board provides oversight to the leadership succession process using our human capital analytics on workforce demographics, diversity and inclusion and hiring and attrition rates. These metrics are tracked, and progress is measured at cascading levels of the organization.

Core Values and Culture

Fostering and maintaining a strong, healthy culture is a key strategic focus. Our core values reflect who we are and the way our employees interact with one another, our customers, suppliers and shareholders. We believe in doing the right thing always. Ethics and integrity are the foundation of our brand and the guiding principles for all we do. Safety and environment protection are our highest priorities. Our culture of collaboration helps to work together with customers to provide the best solution with our innovative technology and services. Our transparent culture facilitates open communication, feedback, and helps build trust.

Employees

The total number of the Company's employees as of December 31, 2022 was 1,356, a 1.0% increase from December 31, 2021. Of those 1,356 employees, 581 were located in the United States. Substantially all of the Company’s employees are not covered by collective bargaining agreements, and the Company considers its employee relations to be good. At the end of fiscal year 2022, the Company’s global workforce was 85.8% male and 14.2% female. In the U.S., ethnicity of our workforce was 44.2% White, 34.1% Hispanic, 9.3% Asian, 8.4% Black and 4.0% Other. As a manufacturing organization, our workforce is made up of a high percentage of roles that are predominantly held by male workers such as welders, machinists, and workshop and offshore technicians.

The Company’s operations depend in part on its ability to attract quality employees. We provide employee wages and salaries that are competitive and consistent with employee positions, skill levels, experience, knowledge and geographic location. While the Company believes that its wage and salary rates are competitive and that its relationship with its labor force is good, a significant increase in the wages and salaries paid by competing employers could result in a reduction of the Company’s labor force, increases in the wage and salary rates paid by the Company or both. If either of these events were to occur, in the near-term, the profits realized by the Company from work in progress would be reduced and, in the long-term, the production capacity and profitability of the Company could be diminished and the growth potential of the Company could be impaired. See “Item 1A. Risk Factors—Loss of our key management or other personnel could adversely impact our business.”

Diversity and Inclusion

Our culture is underpinned by our core values, including our commitment to inclusion and diversity. We have developed our diversity, equity and inclusion framework to further emphasize our vision, values and strategic objectives to support our talent strategy and desired cultural alignment. Diversity in our workplace broadens thinking and stimulates innovation. A more diverse workplace impacts how we act and what we do and opens our minds to be more creative and collaborative. The Company has implemented several measures that focus on accountability for making progress in diversity. The Company has partnered with non-profit and community organizations to support and develop a diverse talent pipeline. The Company’s commitment to diversity recruiting includes partnering with a number of universities, non-profit and community organizations to support and develop a diverse talent pipeline. In their workforce planning forecasts, the Company’s business units are developing initiatives and goals to recruit diverse talent across all leadership and skill areas. The Company also trains its recruiting workforce in diversity sourcing strategies and partners with external organizations that develop and supply diverse talent pipeline.

As part of our diversity and inclusion efforts, we implemented a Diversity, Equity & Inclusion framework and launched Cultivating Diversity, Equity and Inclusion at work and Unconscious Bias training programs. These programs are aimed at driving further alignment to reduce unconscious bias in our hiring and other employment practices and to build our network of diversity champions among our employees, managers, and executives.

The Women Empowerment Network (WEN) organized several health, wellness and career related programs to support a women’s peer network with a focus on furthering career development opportunities. Our commitment to supporting communities to further improve employee engagement has resulted in overwhelming response to volunteering efforts. Our global employees have come together and have contributed during natural disaster relief work to supporting several local charity events.

Employee Development

The attraction, development and retention of employees is a critical success factor for the Company. To support the advancement of all of our employees, we offer training and development programs encouraging advancement from within. We leverage both formal and informal programs to identify, foster, and retain top talent at both the corporate and operating unit level. Various internship programs and informal mentoring demonstrate the Company’s ongoing commitment and initiatives towards accelerating our future leaders. The executive team also commits substantial time in evaluating the talent of our leadership team with a focus on addressing leadership gaps through executive coaching and mentoring. To help determine whether we meet our goal of providing a rich experience for our employees, we measure organizational culture and engagement which help us build on the competencies that are important for our future success. We periodically engage independent third parties to conduct cultural and employee engagement surveys. These include corporate culture assessments, as well as real-time feedback on employee engagement and employee well-being focused on physical, emotional, social and financial health.

Competitive Compensation

Dril-Quip's compensation programs are designed to align the compensation of our employees with the Company's performance and to provide the proper incentives to attract, retain and motivate employees to achieve superior results. The structure of our compensation programs balances incentive earnings for both short-term and long-term performance. Specifically:

• We provide employee wages that are competitive and consistent with employee positions, skill levels, experience, knowledge and geographic location.

• We engage nationally recognized outside compensation and benefits consulting firms to independently evaluate the effectiveness of our executive compensation and benefit programs and to provide benchmarking against our peers within the industry.

• We align our executives' long-term equity compensation with our shareholders' interests by linking realizable pay with stock performance.

• Annual increases and incentive compensation are based on merit, which is communicated to employees at the time of hiring and documented through our talent management process as part of our annual review procedures and upon internal transfer and/or promotion.

Employee Benefits

We have demonstrated a history of investing in our workforce by offering competitive salaries and wages. To foster a stronger sense of ownership and align the interests of employees with shareholders, restricted stock units are provided to eligible employees under our broad-based stock incentive programs. Furthermore, we offer comprehensive and locally relevant and innovative benefits to all eligible employees worldwide. In the U.S, these include, among other benefits:

• Comprehensive health insurance coverage is offered to employees working an average of 20 hours or more each week

• Company paid group dental and vision care

• The Company sponsors a defined-contribution (cash balance) 401(k) plan covering domestic employees and a defined-contribution pension plan covering certain foreign employees

• Short-term and long-term disability benefits are provided to all full-time employees for added income protection

• Health Savings Account (HSA) and Flexible Spending Accounts (FSA)

• Company paid life insurance and accidental death and dismemberment benefits

• Employee assistance program for concerns or emotional issues surrounding personal or work life. Unlimited access to consultants by telephone and tools online for help with short-term problems

• Parental leaves are provided to all new parents for birth, adoption or foster placement.

Health, Safety and Environment

Our people are our greatest asset and a key driver to our success in Health, Safety and Environment (HSE). Our HSE policy includes a commitment to provide safe and healthy working conditions for the prevention of work-related injury and ill health and is appropriate for the purpose, size and context of the organization. We established the Goal Zero program which requires each employee to hold themselves and those around them to the highest levels of safety, awareness and self-discipline. Goal Zero advocates conducting each activity in a manner that assures a safe outcome for ourselves, our co-workers and our families. Our vision is to create an environment where every employee embraces HSE as a core value and engages in Goal Zero. As part of our HSE policy we aim to identify and remediate any work practices that pose an HSE risk to our employees. The Company is devoted to creating a sustainable environment and implementing process improvements for both health and safety and the environment in the countries we operate. We evaluate our processes to ensure our protection schemes and work practices minimize these risks. Furthermore, we periodically evaluate our HSE objectives to remain aligned with our HSE goals and annually create a strategy focused on risk reduction to get us closer to zero incidents. This is the foundation on which Goal Zero is built as it shows commitment to identifying and controlling risk.

Employee Turnover

We continually monitor employee turnover rates, both regionally and globally, as our success depends upon retaining our highly trained manufacturing and operating personnel. We believe the combination of competitive compensation and career growth and development opportunities help increase employee tenure and reduce voluntary turnover. Voluntary workforce turnover (rolling 12-month attrition) was 14.6% in December 2022. The average tenure of our employees is approximately 9 years, and about 43% of our employees have been employed by us for more than ten years.

Employee Recruitment

The Company works diligently to attract the best talent from a diverse range of sources in order to meet the current and future demands of our business. We have established relationships with trade schools, world-class universities, professional associations and industry groups to proactively attract talent. The Company has a strong employee value proposition that leverages our unique culture, collaborative working environment, shared sense of purpose, desire to do the right thing and entrepreneurial spirit to attract talent to our Company.

Governmental Regulations

Many aspects of the Company's operations are affected by political developments and are subject to both domestic and foreign governmental regulations, including those relating to oilfield operations, the discharge of materials into the environment from our manufacturing or other facilities, health and worker safety aspects of our operations, or otherwise relating to human health and environmental protection. In addition, the Company depends on the demand for its products and services from the oil and gas industry and, therefore, is affected by changing taxes, price controls and other laws and regulations relating to the oil and gas industry in general, including those specifically directed to onshore and offshore operations. The adoption of new laws and regulations, or changes to existing laws or regulations, that curtail exploration and development drilling for oil and gas for economic or other policy reasons, could adversely affect the Company's operations by limiting demand for its products. See "Item 1A. Risk Factors—Our operations and our customers' operations are subject to a variety of governmental laws and regulations that may increase our costs, limit the demand for our products and services or restrict our operations."

In recent years, increased concern has been raised over the protection of the environment. Legislation to regulate emissions of greenhouse gases has been introduced, but not enacted, in the U.S. Congress, and there has been a wide-ranging policy debate, both nationally and internationally, regarding the impact of these gases and possible means for their regulation. In addition, efforts have been made and continue to be made in the international community toward the adoption of international treaties or protocols that would address global climate change issues, such as the annual United Nations Climate Change Conferences. In November 2015, the United Nations Climate Change Conference (COP21) was held in Paris with the goal to achieve a legally binding and universal agreement on climate, with the aim of keeping global warming below 2 C (Celsius), from all nations, regardless of size. The Paris Agreement, signed by the U.S. on April 22, 2016, requires countries to review and "represent a progression" in their nationally determined contributions, which set greenhouse gas emission reduction goals, every five years. Although the Trump administration had withdrawn the U.S. from the Paris Agreement on November 4, 2020, the Biden administration officially reentered the U.S. in the Paris Agreement in February 2021. In April 2021, the Biden administration announced a new goal to reduce greenhouse gas emissions by 50% to 52% economy-wide by 2030 compared to 2005. In November 2021, the United States and other countries entered into the Glasgow Climate Pact, which includes a range of measures designed to address climate change, including but not limited to the phase-out of fossil fuel subsidies, reducing methane emissions by 30% by 2030, and cooperating toward the advancement of the development of clean energy. With the United States recommitting to the Paris Agreement, executive orders may be issued or federal legislation or regulatory initiatives may be adopted to achieve the agreement's goals. Additionally, in August 2022, President Biden signed into law the Inflation Reduction Act, which contains tax inducements and other provisions that incentivize investment, development, and deployment of alternative energy sources and technologies, which could increase operating costs within the oil and gas industry and accelerate the transition away from fossil fuels.

The Environmental Protection Agency (EPA) has undertaken efforts to collect information regarding greenhouse gas emissions and their effects. Following a finding by the EPA that certain greenhouse gases represent a danger to human health, the EPA expanded its regulations relating to those emissions and adopted rules imposing permitting and reporting obligations. The results of the permitting and reporting requirements could lead to further regulation of these greenhouse gases by the EPA. Moreover, specific design and operational standards apply to U.S. outer continental shelf vessels, rigs, platforms, vehicles, structures and equipment.

The U.S. Bureau of Safety and Environmental Enforcement (BSEE) regulates the design and operation of well control and other equipment at offshore production sites, among other requirements. BSEE has adopted stricter requirements for subsea drilling production equipment. In April 2016, BSEE published a final blowout preventer systems and well control rule, which focuses on blowout preventer requirements and includes reforms in well design, well control, casing, cementing, real-time monitoring and subsea containment, among other things. BSEE also finalized a rule in September 2016 concerning production safety systems for oil and natural gas operations on the Outer Continental Shelf. However, in December 2017, BSEE published a proposed rule that would revise a number of the requirements in the September 2016 rule. The final rule implementing these revisions was published in September 2018. Subsequently, on May 2, 2019, BSEE issued the 2019 Well Control Rule, the revised well control and blowout preventer rule governing Outer Continental Shelf (OCS) activities. The new rule revised the then existing regulations impacting offshore oil and gas drilling, completions, workovers, and decommissioning activities. Specifically, the 2019 Well Control Rule addresses six areas of offshore operations: well design, well control, casing, cementing, real-time monitoring, and subsea containment. The revisions were targeted to ensure safety and environmental protection while correcting errors in the 2016 rule and reducing unnecessary regulatory burden. In addition, drilling in certain areas has been opposed by environmental groups and, in certain areas, has been restricted. For example, in December 2016, the Obama administration banned offshore drilling in portions of the Arctic and Atlantic oceans. Although the Trump administration announced a proposal in January 2018 to open most U.S. coastal waters to offshore drilling, several coastal states have taken steps to prohibit offshore drilling. For example, California passed laws in September 2018 barring the construction of new oil drilling-related infrastructure in state waters. Similarly, in November 2018, voters in Florida approved an amendment to the state constitution that would ban oil and gas drilling in offshore state waters. Further, in December 2018, environmental groups challenged incidental harassment authorizations issued by the National Marine Fisheries Service that allow companies to conduct air gun seismic surveys for oil and gas exploration off the Atlantic coast. The attorneys general for nine coastal states also sought to intervene as plaintiffs.

In January 2021, the Secretary of the Department of the Interior issued an order preventing staff from producing any new fossil fuel leases or permits without sign-off from a top political appointee, and President Biden announced a moratorium on new oil and gas leasing on federal lands and offshore waters pending completion of a comprehensive review and reconsideration of federal oil and gas permitting and leasing practices, including consideration of whether to adjust royalties associated with oil and gas resources extracted from public lands and offshore waters or other appropriate action to account for corresponding climate costs. A federal court in the Western District of Louisiana issued a preliminary injunction on this moratorium. Pursuant to the order, in November 2021, the Department of the Interior released a report identifying potential reforms to the federal oil and gas permitting and leasing practices. President Biden’s order also established climate change as a primary foreign policy and national security consideration, affirms that achieving net-zero greenhouse gas emissions by or before midcentury is a critical priority, affirms the Biden Administration’s desire to establish the United States as a leader in addressing climate change, generally further integrates climate change and environmental justice considerations into government agencies’ decision-making, and eliminates fossil fuel subsidies, among other measures. In August 2022, the Fifth Circuit Court of Appeals vacated the preliminary injunction on the moratorium and, subsequently, the Western District of Louisiana permanently enjoined the moratorium as limited to the 13 states that filed a lawsuit against the action.

Other parties are also pursuing lawsuits to stop or restrict offshore drilling. For example, on January 27, 2022, the United States District Court for the District of Columbia found that Bureau of Ocean Energy Management’s failure to calculate the potential emissions from foreign oil consumption had violated the agency’s approval of oil and gas leases in the Gulf of Mexico under the National Environmental Policy Act, and the decision is currently on appeal in the District of Columbia Circuit Court of Appeals. On August 30, 2022, the District of Columbia Circuit Court of Appeals also found two previous oil leases in the Gulf of Mexico were unlawful for failure to properly analyze risk under the National Environmental Policy Act. These decisions may disrupt or delay drilling operations if the agency is forced to reassess the environmental impacts of the Gulf of Mexico drilling program.

In March 2018, the President of the United States issued a proclamation imposing a 25 percent global tariff on imports of certain steel products, effective March 23, 2018. The President subsequently proposed an additional 25 percent tariff on approximately $50 billion worth of imports from China, and the government of China responded with a proposal of an additional 25 percent tariff on U.S. goods with a value of $50 billion. The initial U.S. tariffs were implemented on July 6, 2018, covering $34 billion worth of Chinese goods, with another $16 billion of goods facing tariffs beginning on August 23, 2018.

In September 2018, the President directed the U.S. Trade Representative (USTR) to place additional tariffs on approximately $200 billion worth of additional imports from China. These tariffs, which took effect on September 24, 2018, were initially set at a level of 10 percent until the end of the year, at which point the tariffs were to rise to 25 percent. However, on December 19, 2018, USTR postponed the date on which the rate of the additional duties would increase to 25 percent until March 2, 2019. On May 9, 2019, USTR announced that the United States increased the level of tariffs from 10 percent to 25 percent on approximately $200 billion worth of Chinese imports. The President also ordered USTR to begin the process of raising tariffs on essentially all remaining imports from China, which are valued at approximately $300 billion. On August 13, 2019 and August 23, 2019, USTR announced the imposition of an additional tariff of 15 percent on approximately $300 billion worth of Chinese imports, effective September 1, 2019 (or December 15, 2019 for certain articles). Following the conclusion of a phase one trade deal with China, USTR suspended the implementation of the 15 percent additional duty on approximately $160 billion worth of Chinese imports and reduced the applicable duty from 15 percent to 7.5 percent for $120 billion worth of Chinese imports. Negotiations for a phase two trade deal with China had begun prior to the outbreak of the global COVID-19 pandemic and if continued could lead to additional changes to the tariff rates described above.

President Biden has indicated that these tariffs will likely remain in place while the new administration assesses the United States' current posture, including a review of the phase one trade deal with China. The imposition of any additional tariffs or initiation of trade restrictions by or against the United States could cause our cost of raw materials to increase or affect the markets for our products. However, given the uncertainty regarding the scope and duration of these trade actions by the United States and other countries, their ultimate impact on our business and operations remains uncertain.

In November 2018, the United States, Mexico and Canada signed the United States-Mexico-Canada Agreement (USMCA), the successor agreement to the North American Free Trade Agreement (NAFTA). The three countries have all ratified the new agreement, and on July 1, 2020, the USMCA became effective.

To the extent that new laws or other governmental actions prohibit or restrict drilling or impose additional environmental protection requirements that result in increased costs to the oil and gas industry in general and the drilling industry in particular, the business of the Company could be adversely affected. Similarly, restrictions on authorizations needed to conduct seismic surveys could impact our customers' ability to identify oil and gas reserves, thereby reducing demand for our products. The Company cannot determine to what extent its future operations and earnings may be affected by new legislation, new regulations or changes in existing regulations. Compliance with any new laws, regulations or other legal initiatives could result in significant costs, including increased capital expenditures and operating costs, and could adversely impact our business and financial condition. See "Item 1A. Risk Factors—Our business and our customers' businesses are subject to environmental laws and regulations that may increase our costs, limit the demand for our products and services or restrict our operations."

Our operations are also governed by laws and regulations related to workplace safety and worker health, such as the Occupational Safety and Health Act and regulations promulgated thereunder.

Based on the Company's experience to date, the Company does not currently anticipate any material adverse effect on its business or consolidated financial position as a result of future compliance with existing environmental, health and safety laws. However, future events, such as changes in existing laws and regulations or their interpretation, more vigorous enforcement policies of or by regulatory agencies, or stricter or different interpretations of existing laws and regulations, may require additional expenditures by the Company, which may be material.

Executive Officers of the Registrant

Pursuant to the instructions to Item 401 of Regulation S-K, the following information is included in Part I of this Form 10-K:

The following table sets forth the names, ages (as of February 20, 2023) and positions of the Company's executive officers:

Name	Age	Position
Jeffrey J. Bird	56	President, Chief Executive Officer and Director
James C. Webster	53	Vice President, General Counsel and Secretary
Kyle F. McClure	47	Vice President and Chief Financial Officer
Donald M. Underwood	63	Vice President - Subsea Products

Jeffrey J. Bird is President, Chief Executive Officer and Director. He joined the Company in March 2017 as Vice President and Chief Financial officer. From February 2019 to May 2020, he was Senior Vice President – Production Operations and Chief Financial Officer before being promoted to President and Chief Operating Officer in May 2020. He was promoted to his current position of President, Chief Executive Officer and Director in January 2022. From December 2014 through February 2017, he was Executive Vice President and Chief Financial Officer of Frank's International, a provider of engineered tubular services to the oil and gas industry. Prior to joining Frank's International, Mr. Bird was the Vice President of Finance and Chief Financial Officer of Ascend Performance Materials, a provider of chemicals, fibers and plastics in Houston, Texas, from September 2010. Prior to joining Ascend, Mr. Bird served in a variety of accounting and finance roles, primarily in the industrial manufacturing sector including serving as a division Chief Financial Officer at Danaher Corporation. Mr. Bird holds a BA in Accounting from Cedarville University in Ohio.

James C. Webster is Vice President, General Counsel and Secretary. He joined the Company in February 2011 as Vice President and General Counsel and was elected to the additional position of Secretary in May 2011. From September 2005 until September 2010, he was Vice President, General Counsel and Secretary of M-I SWACO, at the time a joint venture between Smith International, Inc. and Schlumberger Ltd., and then was an area general counsel for Schlumberger from September 2010 to February 2011 following Schlumberger's acquisition of Smith International. From 1999 to September 2005, he was an associate with, and later a partner in, the law firm of Gardere Wynne Sewell LLP (now part of Foley & Lardner LLP) in Houston. Mr. Webster holds an economics degree from the University of Arizona and a joint Law/MBA from Loyola University.

Kyle F. McClure is Vice President and Chief Financial Officer. He was appointed as the Vice President and Chief Financial Officer in January 2022. Prior to joining the Company, Mr. McClure served as Chief Financial Officer of Airswift, a global workforce solutions company, from June 2019 until December 2021. Prior to joining Airswift, Kyle served as Senior Vice President and Chief Financial Officer of Frank's International, a provider of engineered tubular services to the oil and gas industry, from March 2017 until June 2019, and before that as Treasurer of Frank's International from March 2015 until March 2017. Prior to joining Frank's International, Kyle served in a variety of finance and accounting positions of increasing responsibility at Ascend Performance Materials, Cooper Industries plc and Dell Technologies. Mr. McClure holds an economics degree from the University of Texas at Austin and an MBA from Baylor University.

Donald M. Underwood is Vice President – Subsea Products. He joined the Company in April 2018 as Corporate Director of Business Development before being promoted to Vice President – Sales and Marketing, a position he held from July 2018 until February 2022 when he was appointed to his current position. Prior to joining the Company, Mr. Underwood was Vice President, Subsea Processing at TechnipFMC from January 2016 until September 2017. Prior to that role, he worked for FMC Technologies, Inc. for over 20 years in management, operational and sales positions around the world, including in Norway, Brazil and Singapore. Mr. Underwood holds a BS in mechanical engineering from Texas A&M University.

Item 1A. Risk Factors

In this Item 1A., the terms “we,” “our,” “us” and “Dril-Quip” used herein refer to Dril-Quip, Inc. and its subsidiaries unless otherwise indicated or as the context so requires.

Risks Related to Environmental, Social and Governance “ESG”

Increasing attention to ESG matters may impact our business

We may not be able to adequately identify or manage ESG-related risks and opportunities, which may include failing to achieve ESG-related strategies and goals. Also, despite these aspirational goals, we may receive pressure from investors, lenders or other groups to adopt more aggressive climate or other ESG-related goals, but we cannot guarantee that we will be able to implement such goals because of changes in activity levels, potential costs or technical or operational obstacles. In addition, organizations that provide information to investors on corporate governance and related matters have developed ratings processes for evaluating companies on their approach to ESG matters. Currently, there are no universal standards for such scores or ratings, but the importance of sustainability evaluations is becoming more broadly accepted by investors and shareholders. Such ratings are used by some investors to inform their investment and voting decisions. Additionally, certain investors use these scores to benchmark companies against their peers and if a company is perceived as lagging, these investors may engage with companies to require improved ESG disclosure or performance. Moreover, certain members of the broader investment community may consider a company’s sustainability score as a reputational or other factor in making an investment decision. Consequently, a low sustainability score could result in exclusion of our stock from consideration by certain investment funds, engagement by investors seeking to improve such scores and a negative perception of our operations by certain investors.

We are subject to compliance with governmental regulations associated with climate change, energy conservation measures, or initiatives that stimulate demand for alternative forms of energy that could result in increased costs, limit the areas in which our clients’ oil and natural gas production may occur and reduced demand for our services, which may adversely affect our business and results of operations.

Investor and societal expectations regarding voluntary ESG disclosures, and consumer demand for alternative forms of energy may result in increased costs, reduced demand for our services, reduced profits, increased risks of governmental investigations and private party litigation, and negative impacts on our stock price and access to capital markets. Our managerial ESG Steering Team is the primary group for overseeing and managing our ESG initiatives. Team members review the implementation and effectiveness of our ESG programs and policies and report on these matters to the Board of Directors. While we have sought voluntary aspirational goals for GHG emission reductions from base year 2018, we note that even with our governance oversight in place, we may not be able to adequately identify or manage ESG-related risks and opportunities, which may include failing to achieve ESG-related aspirational goals. We have published voluntary disclosures regarding ESG matters under an annual Sustainability Report and the Global Reporting Initiative, an international independent standards organization.

Increasing scrutiny and changing expectations from investors, lenders and other market participants with respect to our ESG policies may impose additional costs on us or expose us to additional risks.

Companies across all industries are facing increasing scrutiny relating to their ESG policies. Investor advocacy groups, certain institutional investors, investment funds, lenders and other market participants are increasingly focused on ESG practices and in recent years have placed increasing importance on the implications and social cost of their investments. The increased focus and activism related to ESG and similar matters may hinder access to capital, as investors and lenders may decide to reallocate capital or not to commit capital as a result of their assessment of a company’s ESG practices. Companies that do not adapt to or comply with investor, lender or other industry shareholder expectations and standards, which are evolving, or which are perceived to have not responded appropriately to the growing concern for ESG issues, regardless of whether there is a legal requirement to do so, may suffer from reputational damage and the business, financial condition or stock price of such a company could be materially and adversely affected.

We may face increasing pressures from investors, lenders and other market participants, who are increasingly focused on climate change, to prioritize sustainable energy practices, reduce our carbon footprint and promote sustainability. As a result, we may be required to implement more stringent ESG procedures or standards so that our existing and future investors and lenders remain invested in us and make further investments in us, especially given the specific business of providing drilling and production equipment for oil and gas exploration in which we are engaged. If we do not meet these standards, our business or our ability to access capital could be harmed.

Additionally, certain investors and lenders have and may continue to exclude companies engaged in drilling and production activity, such as us, from their investing portfolios altogether due to ESG factors. For example, New York State's Pension Fund, which had already divested from nearly two dozen thermal coal companies in July 2020, announced in December 2020 that it would seek to divest from fossil fuel stocks by 2025 and sell its shares in other companies that contribute to climate change by 2040. Likewise, in January 2021, two of New York City's largest pension funds, the New York City Employees' Retirement System and the New York City Teachers' Retirement System, approved the divestment of approximately $4 billion from fossil fuel companies, and the New York City Board of Education Retirement System is expected to follow suit. These limitations in both the debt and equity capital markets may affect our ability to grow as our plans for growth may include accessing those markets. If those markets are unavailable, or if we are unable to access alternative means of financing on acceptable terms, or at all, we may be unable to implement our business strategy, which would have a material adverse effect on our financial condition and results of operations and impair our ability to service our indebtedness.

Further, it is likely that we will incur additional costs and require additional resources to monitor, report and comply with wide ranging ESG requirements. Similarly, these policies may negatively impact the ability of our customers to access debt and capital markets. The occurrence of any of the foregoing could have a material adverse effect on our business and financial condition.

Risks Related to Business, Operations and Industry

Our business may also be affected by new sanctions and export controls targeting Russia and other responses to Russia's invasion of Ukraine.

As a result of Russia's invasion of Ukraine, certain members of the European Union, the United Kingdom and the United States, among others, have developed coordinated sanctions and export-control measure packages.
Based on actions taken and other public statements to date, these packages may include:

- comprehensive financial sanctions against certain state-owned enterprises and Russian banks (including SWIFT cut-off);
- a prohibition on transactions related to the Russian Central Bank;
- additional designations of Russian individuals with significant business interests and government connections;
- designations of individuals and entities involved in Russian military activities;
- restrictions on investment in the Russian energy sector;
- enhanced export controls and trade sanctions targeting Russia's import of certain goods and technology; and
- closure of airspace to Russian aircraft.

As the invasion of Ukraine continues, there can be no certainty regarding whether such governments or other governments will impose additional sanctions, export-controls or other economic or military measures against Russia. Although we have minimal operational exposure in Russia with no revenue for the year ended December 31, 2022, and we do not intend to commit further capital towards projects in Russia, the full impact of the invasion of Ukraine, including economic sanctions and export controls or additional war or military conflict, as well as potential responses to them by Russia, is currently unknown and they could adversely affect oil and gas companies, including many of which are our customers, as well as the global supply chain. In addition, the continuation of the invasion of Ukraine by Russia could lead to other disruptions, instability and volatility in global markets and industries, which could have a material adverse effect on our business, results of operations, financial condition and cash flow.

A material or extended decline in expenditures by the oil and gas industry could significantly reduce our revenue and income.

Our business depends upon the condition of the oil and gas industry and, in particular, the willingness of oil and gas companies to make capital expenditures on exploration, drilling and production operations. The level of capital expenditures is generally dependent on the prevailing view of future oil and gas prices, which are influenced by numerous factors affecting the supply and demand for oil and gas, including:

- worldwide macroeconomic activity;
- the level of exploration and production activity;
- interest rates and the cost of capital;
- environmental regulation;
- government initiatives to promote the use of renewable energy sources and public sentiment and consumer demand regarding renewable energy and electric vehicles;

- federal, state and foreign policies regarding exploration and development of oil and gas;
- the ability and/or desire of OPEC+ and other major producers to set and maintain production levels and pricing;
- governmental regulations regarding future oil and gas exploration and production;
- the cost of exploring and producing oil and gas;
- technological advances affecting energy consumption;
- the cost of developing alternative energy sources;
- the availability, expiration date and price of onshore and offshore leases;
- the discovery rate of new oil and gas reserves in onshore and offshore areas;
- the success of drilling for oil and gas in unconventional resource plays such as shale formations;
- alternative opportunities to invest in onshore exploration and production opportunities;
- technological advances and new techniques that render drilling more efficient or reduce demand for, and production of, fossil fuels; and
- weather conditions and natural disasters.

Oil and gas prices and the level of drilling and production activity have been characterized by significant volatility in recent years. Worldwide military, political and macroeconomic events have contributed to crude oil and natural gas price volatility and are likely to continue to do so in the future. In addition, the effects of global health epidemics and concerns, such as the COVID-19 pandemic, has materially impacted demand for crude oil and natural gas which has contributed to further price volatility.

We expect continued pressure in both crude oil and natural gas prices, as well as in the level of drilling and production related activities, particularly as they relate to offshore activities. Even during periods of high prices for oil and natural gas, companies exploring for oil and gas may cancel or curtail programs, seek to renegotiate contract terms, including the price of our products and services, or reduce their levels of capital expenditures for exploration and production for a variety of reasons. These risks are greater during periods of low or declining commodity prices.

We may not be able to satisfy technical requirements, testing requirements or other specifications under contracts and contract tenders.

Our products are used primarily in deepwater, harsh environment and severe service applications. Our contracts with customers and customer requests for bids typically set forth detailed specifications or technical requirements for our products and services, which may also include extensive testing requirements. We anticipate that such testing requirements will become more common in our contracts. In addition, scrutiny of the drilling industry has resulted in more stringent technical specifications for our products and more comprehensive testing requirements for our products to maintain compliance with such specifications. We cannot assure you that our products will be able to satisfy the specifications or that we will be able to perform the full-scale testing necessary to prove that the product specifications are satisfied in future contract bids or under existing contracts, or that the costs of modifications to our products to satisfy the specifications and testing will not adversely affect our results of operations. If our products are unable to satisfy such requirements, or we are unable to perform any required full-scale testing, our customers may cancel their contracts and/or seek new suppliers, and our business, results of operations, cash flows or financial position may be adversely affected.

We may be unable to successfully compete with other manufacturers of drilling and production equipment.

Several of our primary competitors are diversified multinational companies with substantially larger operating staffs and greater capital resources than ours and which have been engaged in the manufacturing business for a much longer time than us. If these competitors substantially increase the resources they devote to developing and marketing competitive products and services, we may not be able to compete effectively. Similarly, consolidation among our competitors could enhance their product and service offerings and financial resources, further intensifying competition.

Our customers' industries are undergoing continuing consolidation that may impact our results of operations.

The oil and gas industry is rapidly consolidating and, as a result, some of our largest customers have consolidated and are using their size and purchasing power to seek economies of scale and pricing concessions. This consolidation may result in reduced capital spending by some of our customers or the acquisition of one or more of our primary customers, which may lead to decreased demand for our products and services. We cannot assure you that we will be able to maintain our level of sales to a customer that has consolidated or replace that revenue with increased business activity with other customers. As a result, the acquisition of one or more of our primary customers may have a significant negative impact on our results of operations, financial position or cash flows. We are unable to predict what effect consolidations in the industry may have on price, capital spending by our customers, our selling strategies, our competitive position, our ability to retain customers or our ability to negotiate favorable agreements with our customers.

Increases in the cost of raw materials and energy used in our manufacturing processes could negatively impact our profitability.

Increases in commodity prices for items such as nickel, molybdenum and heavy metal scrap that are used to make the steel alloys required for our products can result in an increase in our raw material costs. Like others in our industry, in 2022, we faced, and continue to face, unprecedented inflationary pressures. Similarly, any increase in energy costs would increase our product costs. If we are not successful in raising our prices on products to compensate for any increased raw material or energy costs, our margins will be negatively impacted.

Our business involves numerous operating hazards that may not be covered by insurance. The occurrence of an event not fully covered by insurance could have a material adverse effect on our results of operations, financial position and cash flows.

Our products are used in potentially hazardous drilling, completion and production applications that can cause personal injury, product liability and environmental claims. In addition, certain areas where our products are used, including in and near the U.S. Gulf of Mexico, are close to high population areas and subject to hurricanes and other extreme weather conditions on a relatively frequent basis. A catastrophic occurrence at a location where our equipment and/or services are used may expose us to substantial liability for personal injury, wrongful death, product liability, environmental damage or commercial claims. Our general liability insurance program includes an aggregate coverage limit with respect to property damage, injury or death and pollution. Additionally, our insurance policies may not cover fines, penalties or costs and expenses related to government-mandated cleanup of pollution. Our insurance does not provide coverage for all liabilities, and we cannot assure you that our insurance coverage will be adequate to cover claims that may arise or that we will be able to maintain adequate insurance at rates we consider reasonable. The occurrence of an event not fully covered by insurance could have a material adverse effect on our results of operations, financial position and cash flows.

We attempt to further limit our liability through contractual indemnification provisions with our customers. Due to competitive market pressures, we may not be able to successfully obtain favorable contractual provisions, and a failure to do so may increase our risks and costs, which could materially impact our results of operations. In addition, we cannot assure you that any party that is contractually obligated to indemnify us will be financially able to do so or that a court will enforce all such indemnities.

Acquisitions, dispositions and investments may not result in anticipated benefits and may present risks not originally contemplated, which could have a material adverse effect on our financial condition, results of operations and cash flows.

From time to time, we evaluate purchases and sales of assets, businesses or other investments. These transactions may not result in the anticipated realization of savings, creation of efficiencies, offering of new products or services, generation of cash or income or reduction of risk. In addition, acquisitions may be financed by borrowings, requiring us to incur debt, or by the issuance of our common stock. These transactions involve numerous risks, and we cannot ensure that:

- any acquisition would be successfully integrated into our operations and internal controls;
- the due diligence conducted prior to an acquisition would uncover situations that could result in financial or legal exposure;
- the use of cash for acquisitions would not adversely affect our cash available for capital expenditures and other uses;
- any disposition, investment, acquisition or integration would not divert management resources from the operation of our business; or
- any disposition, investment, acquisition or integration would not have a material adverse effect on our financial condition, results of operations or cash flows.

Our international operations expose us to instability and changes in economic and political conditions and other risks inherent to international business, which could have a material adverse effect on our results of operations, financial position or cash flows.

We have substantial international operations, with approximately 66.2% of our revenues derived from foreign sales in 2022, 63.8% in 2021 and 66.7% in 2020. We operate our business and market our products and services in many of the significant oil and gas producing areas in the world and are, therefore, subject to the risks customarily attendant to international operations and investments in foreign countries. Risks associated with our international operations include:

- volatility in general economic, social and political conditions;
- terrorist threats or acts, war and civil disturbances;
- expropriation or nationalization of assets;
- renegotiation or nullification of existing contracts;
- foreign taxation, including changes in laws or differing interpretations of existing laws;
- assaults on property or personnel;
- restrictive action by local governments;
- foreign and domestic monetary policies;
- limitations on repatriation of earnings;
- the occurrence of a trade war or other governmental action related to tariffs or trade agreements or policies;
- travel limitations or operational problems caused by public health threats; and
- changes in currency exchange rates.

Any of these risks could have an adverse effect on our ability to manufacture products abroad or the demand for our products and services in some locations. To date, we have not experienced any significant problems in foreign countries arising from local government actions or political instability, but there is no assurance that such problems will not arise in the future. Interruption of our international operations could have a material adverse effect on our overall operations.

Loss of our key management or other personnel could adversely impact our business.

We depend on the continued services of our executive officers and other key members of management, particularly our President and Chief Executive Officer. From time to time, there may be changes in our executive management team resulting from the hiring or departure of executives. Such changes in our executive management team may be disruptive to our business. The loss of one or more of our key employees or groups could have a material adverse effect on our results of operations, financial position and cash flows.

The overall timing and level of transition of the global energy sector from fossil-based systems of energy production and consumption to more renewable energy sources could adversely affect our business.

Our current product offering is targeted to our customers that are engaged in the development and production of oil and gas. Any changes by our customers or the global energy sector from fossil-fuel production to renewable energy sources like wind and solar may negatively impact the demand for our products that are used in the drilling and production of oil and gas. The increasing penetration of renewable energy into the energy supply mix, the increased use of electric vehicles and improvements in energy storage may all affect the demand for our current products. Any transition of the global energy sector from fossil-based systems of energy production and consumption to more renewable energy sources could have a material adverse effect on our results of operations, financial position and cash flows.

Risks Related to COVID-19

The COVID-19 pandemic and developments in the global oil markets have had, and may continue to have, material adverse consequences for general economic, financial and business conditions, and could materially and adversely affect our business, financial condition, results of operations and liquidity and those of our customers, suppliers and other counterparties.

The COVID-19 pandemic and the responses of governmental authorities, companies and individuals across the world to stem the spread of the virus have had a material negative impact on global economic activity and our business. Our manufacturing facilities rely on raw materials and components provided by our suppliers. The impacts of COVID-19 have caused and may continue to cause delays or disruptions in our supply chain. As a result, we have experienced and may continue experiencing manufacturing slow-downs, requiring us to seek to obtain alternate sources of supply, that may not be available or may be more expensive. We have experienced or may experience disruptions to our supply chain and business operations, or to our suppliers' or customers' supply chains and business operations, including disruptions from the closure of supplier and manufacturer facilities, interruptions in the supply of raw materials and components, personnel absences, or restrictions on the shipment of our or our suppliers' or customers' products. Such disruptions have had and could continue to have adverse ripple effects on our business. Further, governments have imposed and may continue to impose travel bans, quarantines and other emergency public health measures that decrease the number of businesses open for operation and substantially reduce the number of people traveling to work or leaving their home to purchase goods and services. As a result, there has been substantial volatility in the demand for and the market prices of crude oil. Additionally, actions taken by OPEC+ related to crude oil supply have exacerbated the negative impact on the market prices for crude oil. Despite the current price recovery, uncertainty remains around the current level of oil prices as a result of the on-going effects of COVID-19 and the global vaccine efforts, as well as the uncertainty surrounding the longevity of the OPEC+ production agreements.

Any prolonged period of economic slowdown or recession resulting from the negative effects of COVID-19 on economic and business prospects across the world may negatively impact crude oil prices and the demand for our products, and could have significant adverse consequences to our financial condition and the financial condition of our customers, suppliers and other counterparties.

The ultimate extent of the impact of the COVID-19 pandemic on our business, financial condition, results of operation and liquidity will depend largely on the pace and level of the recovery from the pandemic and whether overall economic activity returns to pre-pandemic levels, all of which are uncertain and cannot be predicted with certainty at this time.

Risks Related to Third-Party Relationships

We rely on technology provided by third parties and our business may be materially adversely affected if we are unable to renew our licensing arrangements with them.

We have existing contracts and may enter into new contracts with customers that require us to use technology or to purchase components from third parties, including some of our competitors. In the ordinary course of our business, we have entered into licensing agreements with some of these third parties for the use of such technology, including a license from a competitor of a technology important to our subsea wellheads. We may not be able to renew our existing licenses or to purchase these components on terms acceptable to us, or at all. If we are unable to use a technology or purchase a component, we may not be able to meet existing contractual commitments without increased costs or modifications or at all. In addition, we may need to stop selling products incorporating that technology or component or to redesign our products, either of which could result in a material adverse effect on our business and operations.

The loss of a significant customer could have an adverse impact on our financial results.

Our principal customers are major integrated oil and gas companies, large independent and foreign national oil and gas companies throughout the world. Drilling contractors, other oilfield contractors and engineering and construction companies also represent a portion of our customer base. In 2022, our top 15 customers represented approximately 60% of total revenues, and Chevron accounted for approximately 10% of total revenues. In 2021 and 2020, our top 15 customers represented approximately 59% and 60% of total revenues, respectively, while Chevron accounted for approximately 12% and 11%, respectively of 2021 and 2020 total revenues. The loss of one or more of our significant customers could have an adverse effect on our results of operations, financial position and cash flows.

We depend on third-party suppliers for timely deliveries of raw materials, and our results of operations could be adversely affected if we are unable to obtain adequate supplies in a timely manner.

Our manufacturing operations depend upon obtaining adequate supplies of raw materials from third parties. The ability of these third parties to deliver raw materials may be affected by events beyond our control, such as the COVID-19 pandemic. Restrictions or disruptions of transportation related to the pandemic, including reduced availability of air transport, port closures and increased border controls or closures, have resulted in higher costs and delays, both on obtaining raw materials and shipping finished goods to customers. Any interruption or increased costs in the supply of raw materials needed to manufacture our products could adversely affect our business, results of operations and reputation with our customers.

Financial Risks

Inflation may adversely affect our financial position and results of operations.

Increases in the cost of wages, materials, parts, equipment and other operational components has the potential to adversely affect our results of operations, cash flows and financial position by increasing our overall cost structure, particularly if we are unable to achieve commensurate increases in the prices we charge our customers for our products and services. In addition, inflation has also resulted in higher interest rates in the U.S., which could cause an increase in the cost of debt borrowing in the future, as well as supply chain shortages, an increase in the costs of labor, currency fluctuations and other similar effects.

Conditions in the global financial system may have impacts on our business and financial position that we currently cannot predict.

Uncertainty in the credit markets may negatively impact the ability of our customers to finance purchases of our products and services and could result in a decrease in, or cancellation of, orders included in our backlog or adversely affect the collectability of our receivables. If the availability of credit to our customers is reduced, they may reduce their drilling and production expenditures, thereby decreasing demand for our products and services, which could have a negative impact on our financial position. Additionally, unsettled conditions could have an impact on our suppliers, causing them to be unable to meet their obligations to us. A prolonged constriction on future lending by banks or investors could result in higher interest rates on future debt obligations or could restrict our ability to obtain sufficient financing to meet our long-term operational and capital needs.

We are exposed to the credit risks of our customers, and a general increase in the nonpayment and nonperformance by customers could have an adverse impact on our cash flows, results of operations and financial condition.

Our business is subject to risks of loss resulting from nonpayment or nonperformance by our customers. Certain of our customers finance their activities through cash flow from operations, the incurrence of debt or the issuance of equity. In an economic downturn, commodity prices typically decline, and the credit markets and availability of credit can be expected to be constrained. Additionally, certain of our customers' equity values could decline. The combination of lower cash flow due to commodity prices, a reduction in borrowing bases under reserve-based credit facilities and the lack of available debt or equity financing may result in a significant reduction in our customers' liquidity and ability to pay or otherwise perform on their obligations to us. Furthermore, some of our customers may be highly leveraged and subject to their own operating and regulatory risks, which increases the risk that they may default on their obligations to us. Any increase in the nonpayment and nonperformance by our customers could have an adverse impact on our operating results and could adversely affect our liquidity.

Our backlog is subject to unexpected adjustments and cancellations and is, therefore, an uncertain indicator of our future revenues and earnings.

The revenues projected in our backlog may not be realized or, if realized, may not result in profits. All of the projects currently included in our backlog are subject to change and/or termination at the option of the customer. In case of a change or termination, the customer is generally required to pay us for work performed and other costs necessarily incurred as a result of the change or termination.

We can give no assurance that our backlog will remain at current levels. Sales of our products are affected by prices for oil and natural gas, which have fluctuated significantly and may continue to do so in the future. Contracts denominated in foreign currency are also affected by changes in exchange rates, which may have a negative impact on our backlog. When drilling and production levels are depressed, a customer may no longer need the equipment or services currently under contract or may be able to obtain comparable equipment or services at lower prices. As a result, customers may delay projects, exercise their termination rights or attempt to renegotiate contract terms.

Continued declines in, or sustained low levels of, oil and natural gas prices could also reduce new customer orders, possibly causing a decline in our future backlog. If we experience significant project terminations, suspensions or scope adjustments to contracts reflected in our backlog, our financial condition, results of operations and cash flows may be adversely impacted.

Impairment in the carrying value of long-lived assets, inventory and intangible assets could negatively affect our operating results.

We evaluate our property and equipment for impairment whenever changes in circumstances indicate that the carrying amount of an asset may not be recoverable, and we could incur additional impairment charges related to the carrying value of our long-lived assets.

Long-lived assets, including property, plant and equipment and definite-lived intangible assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. We evaluate our property and equipment and definite-lived intangible assets for impairment whenever changes in circumstances indicate that the carrying amount of an asset group may not be recoverable. Should the review indicate that the carrying value is not fully recoverable, the amount of the impairment loss is determined by comparing the carrying value to the estimated fair value. We assess recoverability based on undiscounted future net cash flows. Estimating future net cash flows requires us to make judgements regarding long-term forecasts of future revenues and costs related to the assets subject to review. These forecasts are uncertain in that they require assumptions about our revenue growth, operating margins, capital expenditures, future market conditions and technological developments. If changes in these assumptions occur, our expectations regarding future net cash flows may change such that a material impairment could result. We incurred long-lived asset write-downs of approximately $5.7 million during the year ended December 31, 2022. These charges are reflected as “Restructuring and other charges” in our Consolidated Statements of Income (Loss).

During 2022, Brent crude oil prices fluctuated significantly, with a high of $133.18 per barrel, a low of $76.02 per barrel, and an average of $100.94 per barrel. Although crude oil prices recovered in 2022, continued volatility in market conditions may further deteriorate the financial performance or future prospects of our operating segments from current levels, which may result in an impairment of long-lived assets or inventory and negatively impact our financial results in the period of impairment.

Our excess cash is invested in various financial instruments which may subject us to potential losses.

We invest excess cash in various financial instruments including interest bearing accounts, money market mutual funds and funds which invest in U.S. Treasury obligations and repurchase agreements backed by U.S. Treasury obligations. However, changes in the financial markets, including interest rates, as well as the performance of the issuers, can affect the market value of our short-term investments.

We may suffer losses as a result of foreign currency fluctuations and limitations on the ability to repatriate income or capital to the United States.

We conduct a portion of our business in currencies other than the U. S. dollar, and our operations are subject to fluctuations in foreign currency exchange rates. We cannot assure you that we will be able to protect the Company against such fluctuations in the future. Further, we cannot assure you that the countries in which we currently operate will not adopt policies limiting repatriation of earnings in the future.

Our foreign subsidiaries also hold significant amounts of cash that may be subject to both U.S. income taxes (subject to adjustment for foreign tax credits) and withholding taxes of the applicable foreign country if we repatriate that cash to the United States.

We may lose money on fixed-price contracts.

A portion of our business consists of the designing, manufacturing and selling of our equipment for major projects pursuant to competitive bids and is performed on a fixed-price basis. Under these contracts, we are typically responsible for all cost overruns, other than the amount of any cost overruns resulting from requested changes in order specifications. Our actual costs and any gross profit realized on these fixed-price contracts may vary from the estimated amounts on which these contracts were originally based. This may occur for various reasons, including:

- errors in estimates or bidding;
- changes in availability and cost of labor and materials;
- variations in productivity from our original estimates; and
- material changes in foreign currency exchange rates.

These variations and the risks inherent in our projects may result in reduced profitability or losses on projects. Depending on the size of a project, variations from estimated contract performance could have a material adverse impact on our operating results.

We may be required to recognize a charge against current earnings because of over time method of accounting.

Revenues and profits on long-term project contracts are recognized on an over time basis. We calculate the percent complete and apply the percentage to determine revenues earned and the appropriate portion of total estimated costs. Accordingly, purchase order price and cost estimates are reviewed periodically as the work progresses, and adjustments proportionate to the percentage complete are reflected in the period when such estimates are revised. To the extent that these adjustments result in a reduction or elimination of previously reported profits, we would have to recognize a charge against current earnings, which could be significant depending on the size of the project or the adjustment.

Risks Related to Legal, Compliance and Regulations

Our international operations require us to comply with a number of U.S. and foreign regulations governing the international trade of goods, services and technology, which expose us to compliance risks.

Doing business on a worldwide basis exposes us and our subsidiaries to risks inherent in complying with the laws and regulations of a number of different nations, including various anti-bribery laws. We do business and have operations in a number of developing countries that have relatively underdeveloped legal and regulatory systems compared to more developed countries. Several of these countries are generally perceived as presenting a higher than normal risk of corruption, or as having a culture in which requests for improper payments are not discouraged. As a result, we may be subject to risks under the U.S. Foreign Corrupt Practices Act, the United Kingdom's Bribery Act of 2010 and similar laws in other countries that generally prohibit companies and their representatives from making, offering or authorizing improper payments to government officials for the purpose of obtaining or retaining business. We have adopted policies and procedures, including our Code of Business Conduct and Ethical Practices, which are designed to promote compliance with such laws. However, maintaining and administering an effective compliance program under applicable anti-bribery laws in developing countries presents greater challenges than is the case in more developed countries.

In addition, the movement of goods, services and technology subjects us to complex legal regimes governing international trade. Our import activities are governed by unique tariff and customs laws and regulations in each of the countries where we operate. Further, many of the countries in which we do business maintain controls on the export or reexport of certain goods, services and technology, as well as economic sanctions that prohibit or restrict business activities in, with or involving certain persons, entities or countries. These laws and regulations concerning import and export activity, including their recordkeeping and reporting requirements, are complex and frequently changing. Moreover, they may be adopted, enacted, amended, enforced or interpreted in a manner that could materially impact our operations.

The precautions we take to prevent and detect misconduct, fraud or non-compliance with applicable laws and regulations governing international trade, including anti-bribery laws, may not be able to prevent such occurrences, and we could face unknown risks or losses. Our failure to comply with applicable laws or regulations or acts of misconduct could subject us to criminal or civil penalties, such as fines, imprisonment, sanctions, debarment from government contracts, seizure of shipments and loss of import and export privileges. In addition, actual or alleged violations of such laws and regulations could be expensive and consume significant time and attention of senior management to investigate and resolve, as well as damage our reputation and ability to do business, any of which could have a material adverse effect on our business and our results of operations, financial position and cash flows. We are also subject to the risks that our employees, agents and other representatives may act or fail to act in violation of such laws or regulations or our compliance policies and procedures.

The United Kingdom (U.K.) formally left the European Union (E.U.) on January 31, 2020 ("Brexit"). Brexit could lead to increasingly divergent national laws and regulations as the U.K. government determines which retained E.U. laws to modify or replace. This in turn could impact compliance and operational costs for the Company, in particular to the extent that it is reliant upon access into or outputs from the E.U. This, or other effects of Brexit which we cannot anticipate, could have a negative impact on the Company's financial position and results of operations. In addition, the consequences of Brexit and ongoing negotiations could introduce significant uncertainties into global financial markets and adversely impact the regions in which we and our clients operate. See "Our international operations expose us to instability and changes in economic and political conditions and other risks inherent to international business, which could have a material adverse effect on our results of operations, financial position or cash flows" under "Item 1A. Risk Factors."

We are subject to taxation in many jurisdictions and there are inherent uncertainties in the final determination of our tax liabilities.

As a result of our international operations, we are subject to taxation in many jurisdictions. Accordingly, our effective income tax rate and other tax obligations in the future could be adversely affected by a number of factors, including changes in the mix of earnings in countries with differing statutory tax rates, the mix of business executed in deemed profit regimes compared to book income regimes, changes in the valuation of deferred tax assets and liabilities, disagreements with taxing authorities with respect to the interpretation of tax laws and regulations and changes in tax laws. In particular, foreign income tax returns of foreign subsidiaries and related entities are routinely examined by foreign tax authorities, and these tax examinations may result in assessments of additional taxes, interest or penalties. Refer to "Item 3. Legal Proceedings" regarding tax assessments in Brazil. We regularly assess all of these matters to determine the adequacy of our tax provision, which is subject to discretion. If our assessments are incorrect, it could have an adverse effect on our business and financial condition.

Moreover, the United States Congress, the Organization for Economic Co-operation and Development and other government agencies in the other jurisdictions where we and our subsidiaries do business have had an extended focus on issues related to the taxation of multinational corporations. One example is in the area of "base erosion and profit shifting," where payments are made between affiliates from a jurisdiction with high tax rates to a jurisdiction with lower tax rates. As a result, the tax laws in the United States and other countries in which we and our subsidiaries do business could change on a prospective or retroactive basis, and such changes could adversely affect us.

Our operations and our customers' operations are subject to a variety of governmental laws and regulations that may increase our costs, limit the demand for our products and services or restrict our operations.

Our business and our customers' businesses may be significantly affected by:

- federal, state, local and foreign laws and other regulations relating to the oilfield operations, worker safety and the protection of the environment;
- changes in these laws and regulations;
- levels of enforcement of these laws and regulations; and
- interpretation of existing laws and regulations.

In addition, we depend on the demand for our products and services from the oil and gas industry. This demand is affected by changing taxes, price controls and other laws and regulations relating to the oil and gas industry in general, including those specifically directed to offshore operations. For example, the adoption of laws and regulations curtailing exploration and development drilling for oil and gas for economic or other policy reasons could adversely affect our operations by limiting demand for our products. We cannot determine the extent to which our future operations and earnings may be affected by new legislation, new regulations or changes in existing regulations and enforcement thereof.

Various new regulations intended to improve particularly offshore safety systems and environmental protection have been issued since 2010 that have increased the complexity of the drilling permit process and may limit the opportunity for some operators to continue deepwater drilling in the U.S. Gulf of Mexico, which could adversely affect the Company's financial operations. Third-party challenges to industry operations in the U.S. Gulf of Mexico may also serve to further delay or restrict activities. If the new regulations, policies, operating procedures and possibility of increased legal liability are viewed by our current or future customers as a significant impairment to expected profitability on projects, they could discontinue or curtail their operations, thereby adversely affecting our financial operations by decreasing demand for our products.

Because of our foreign operations and sales, we are also subject to changes in foreign laws and regulations that may encourage or require hiring of local contractors or require foreign contractors to employ citizens of, or purchase supplies from, a particular jurisdiction. If we fail to comply with any applicable law or regulation, our business, results of operations, financial position and cash flows may be adversely affected.

Our businesses and our customers' businesses are subject to environmental laws and regulations that may increase our costs, limit the demand for our products and services or restrict our operations.

Our operations and the operations of our customers are also subject to federal, state, local and foreign laws and regulations relating to the protection of human health and the environment. These environmental laws and regulations affect the products and services we design, market and sell, as well as the facilities where we manufacture our products. For example, our operations are subject to numerous and complex laws and regulations that, among other things, may regulate the management and disposal of hazardous and non-hazardous wastes; require acquisition of environmental permits related to our operations; restrict the types, quantities and concentrations of various materials that can be released into the environment; limit or prohibit operation activities in certain ecologically sensitive and other protected areas; regulate specific health and safety criteria addressing worker protection; require compliance with operational and equipment standards; impose testing, reporting and record-keeping requirements; and require remedial measures to mitigate pollution from former and ongoing operations. We are required to invest financial and managerial resources to comply with such environmental, health and safety laws and regulations and anticipate that we will continue to be required to do so in the future. In addition, environmental laws and regulations could limit our customers' exploration and production activities. These laws and regulations change frequently, which makes it impossible for us to predict their cost or impact on our future operations. Consequently, such legislation or regulatory programs could have an adverse effect on our financial condition and results of operations. It is too early to determine whether, or in what form, further regulatory action regarding greenhouse gas emissions will be adopted or what specific impact a new regulatory action might have on us or our customers. However, our business and prospects could be adversely affected to the extent laws are enacted or modified or other governmental action is taken that prohibits or restricts our customers' exploration and production activities or imposes environmental protection requirements that result in increased costs to us or our customers.

Environmental laws may provide for "strict liability" for damages to natural resources or threats to public health and safety, rendering a party liable for environmental damage without regard to negligence or fault on the part of such party. Sanctions for noncompliance may include revocation of permits, corrective action orders, administrative or civil penalties and criminal prosecution. Some environmental laws and regulations provide for joint and several strict liability for remediation of spills and releases of hazardous substances. In addition, we may be subject to claims alleging personal injury or property damage as a result of alleged exposure to hazardous substances, as well as damage to natural resources. These laws and regulations also may expose us to liability for the conduct of or conditions caused by others, or for our acts that were in compliance with all applicable laws and regulations at the time such acts were performed. Any of these laws and regulations could result in claims, fines or expenditures that could be material to results of operations, financial position and cash flows.

Global climate change may in the future increase the frequency and severity of weather events and the losses resulting therefrom, which could have a material adverse effect on the economies in the markets in which we operate or plan to operate in the future and therefore on our business.

Our business could be negatively affected by climate-change related physical changes or changes in weather patterns. Severe weather events affecting platforms or structures may result in a suspension of our customer's exploration and production activities. In addition, impacts of climate change, such as sea level rise, coastal storm surge, inland flooding from intense rainfall and hurricane-strength winds may damage our facilities or those of our customers. An increase in severe weather patterns could result in damages to or loss of our equipment, impact our ability to conduct our operations and/or result in a disruption of our customers' operations which could be material to our results of operations, financial position and cash flows.

Demand for our products and services could be reduced by existing and future legislation, regulations and public sentiment related to the transition away from fossil fuel energy sources.

Regulatory agencies and environmental advocacy groups in the European Union, the United States and other regions or countries have been focusing considerable attention on the emissions of carbon dioxide, methane and other greenhouse gases and their role in climate change. There is also increased focus, including by governments and our customers, investors and other stakeholders, on these and other sustainability and energy transition matters. Existing or future legislation and regulations related to greenhouse gas emissions and climate change, as well as initiatives by governments, nongovernmental organizations, and companies to conserve energy or promote the use of alternative energy sources, and negative attitudes toward or perceptions of fossil fuel products and their relationship to the environment, may significantly curtail demand for and production of oil and gas in areas of the world where our customers operate, and thus reduce future demand for our products and services. This may, in turn, adversely affect our financial condition, results of operations and cash flows. Our business, reputation and demand for our stock could be negatively affected if we do not (or are perceived to not) act responsibly with respect to sustainability matters.

Our business is subject to complex and evolving U.S. and foreign laws and regulations regarding privacy and data protection.

The regulatory environment surrounding data privacy and protection is constantly evolving and can be subject to significant change. New laws and regulations governing data privacy and the unauthorized disclosure of confidential information, including the European Union General Data Protection Regulation and recent California legislation, pose increasingly complex compliance challenges and potentially elevate our costs. Any failure, or perceived failure, by us to comply with applicable data protection laws could result in proceedings or actions against us by governmental entities or others, subject us to significant fines, penalties, judgments and negative publicity, require us to change our business practices, increase the costs and complexity of compliance, and adversely affect our business. As noted above, we are also subject to the possibility of cyber incidents or attacks, which themselves may result in a violation of these laws. Additionally, if we acquire a company that has violated or is not in compliance with applicable data protection laws, we may incur significant liabilities and penalties as a result.

Risks Related to Cybersecurity and Technology

Our business could be adversely affected if we do not develop new products and secure and retain patents related to our products.

Technology is an important component of our business and growth strategy, and our success as a company depends to a significant extent on the development and implementation of new product designs and improvements. Whether we can continue to develop systems and services and related technologies to meet evolving industry requirements and, if so, at prices acceptable to our customers will be significant factors in determining our ability to compete in the industry in which we operate. Many of our competitors are large multinational companies that may have significantly greater financial resources than we have, and they may be able to devote greater resources to research and development of new systems, services and technologies than we are able to do.

Our ability to compete effectively will also depend on our ability to continue to obtain patents on our proprietary technology and products. Although we do not consider any single patent to be material to our business as a whole, the inability to protect our future innovations through patents could have a material adverse effect.

Our business could be adversely affected by a failure or breach of our information technology systems.

Our business operations depend on our information technology (IT) systems. Despite our security and back-up measures, our IT systems are vulnerable to cyber incidents or attacks, natural disasters and other disruptions or failures. Due to the nature of cyber-attacks, breaches to our IT systems could go unnoticed for a prolonged period of time. The failure of our IT systems to perform as anticipated for any reason or any significant breach of security could disrupt our business or the businesses of key customers or suppliers and result in numerous adverse consequences, including reduced effectiveness and efficiency of our operations and those of our customers or suppliers, the loss, theft, corruption or inappropriate disclosure of confidential information or critical data, including sensitive employee and customer data, increased overhead costs, loss of revenue, legal liabilities and regulatory penalties, including under data protection laws and regulations, loss of intellectual property and damage to our reputation, which could have a material adverse effect on our business and results of operations. In addition, we may be required to incur significant costs to prevent or respond to damage caused by these disruptions or security breaches in the future.

Risks Related to Ownership of our Common Stock

The market price of our common stock may be volatile.

The trading price of our common stock and the price at which we may sell common stock in the future are subject to large fluctuations in response to any of the following:

- limited trading volume in our common stock;
- quarterly variations in operating results;
- general financial market conditions;
- the prices of natural gas and oil;
- announcements by us and our competitors;
- our liquidity;
- changes in government regulations;
- our ability to raise additional funds;
- our involvement in litigation; and
- other events.

Provisions in our corporate documents and Delaware law could delay or prevent a change in control of the Company, even if that change would be beneficial to our stockholders.

The existence of some provisions in our corporate documents and Delaware law could delay or prevent a change in control of our company, even if that change would be beneficial to our stockholders. Our certificate of incorporation and bylaws contain provisions that may make acquiring control of our company difficult, including:

- provisions relating to the classification, nomination and removal of our directors;
- provisions regulating the ability of our stockholders to bring matters for action at annual meetings of our stockholders;
- provisions requiring the approval of the holders of at least 80% of our voting stock for a broad range of business combination transactions with related persons; and
- the authorization given to our Board of Directors to issue and set the terms of preferred stock.

In addition, the Delaware General Corporation Law imposes restrictions on mergers and other business combinations between us and any holder of 15% or more of our outstanding common stock.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

Manufacturing Facilities

Location	Building Size (Approximate Square Feet)	Land (Approximate Acreage)	Owned or Leased
Houston, Texas	1,351,000	185.0	Owned
Aberdeen, Scotland	222,800	24.1	Owned
Singapore	293,200	14.4	Leased
Macae, Brazil	169,600	10.6	Owned

For additional information on our manufacturing facilities, see “Item 1. Business - General” and “Manufacturing.”

Sales, Service and Reconditioning Facilities

Location*	Building Size (Approximate Square Feet)	Land (Approximate Acreage)	Activity
Villahermosa, Mexico	18,836	2.9	Sales/Service/Warehouse
Anaco, Venezuela*	3,000	0.1	Sales/Service/Warehouse
Quito, Ecuador	2,600	0.1	Sales
Shushufindi, Ecuador	135,800	3.1	Sales/Service/Warehouse
Stavanger, Norway*	42,000	6.1	Sales/Service/Reconditioning/Warehouse/Fabrication
Esbjerg, Denmark	19,100	2.6	Sales/Service/Reconditioning/Warehouse
Takoradi, Ghana	2,500	0.8	Service/Reconditioning/Warehouse
Cairo, Egypt	2,200	—	Sales
Alexandria, Egypt	5,200	0.6	Service/Reconditioning/Warehouse
Doha, Qatar	8,900	—	Service/Reconditioning/Warehouse
Shekou, China	11,100	—	Sales/Service/Warehouse
Perth and Welshpool, Australia	28,000	2.9	Sales/Service/Reconditioning/Warehouse
Mumbai, India	130	—	Sales
Jakarta, Indonesia	150	—	Sales
Kuala Lumpur, Malaysia	400	—	Sales
Beijing, China	120	—	Sales

*These facilities are owned; all other facilities are leased.

The Company also performs sales, service and reconditioning activities at its facilities in Houston, Aberdeen, Singapore and Macae. For additional information on our manufacturing facilities, see “Item 1. Business – General.”

Item 3. Legal Proceedings

For information with respect to this item, see “Contingencies,” Note 14 of Notes to the Consolidated Financial Statements in Item 8 of Part II, which is incorporated herein by reference.

Item 4. Mine Safety Disclosure

Not applicable.

PART II

Item 5. Market for Registrant's Common Stock, Related Stockholder Matters and Issuer Purchases of Equity Securities

The Company's common stock is publicly traded on the New York Stock Exchange under the symbol "DRQ."

There were approximately 228 stockholders of record of the Company's common stock as of December 31, 2022. This number includes the Company's employees and directors that hold shares but does not include the number of security holders for whom shares are held in a "nominee" or "street" name.

The Company has not paid any dividends in the past and does not currently anticipate paying any dividends in the foreseeable future. The Company intends to reinvest any retained earnings for the future operation and development of its business, or to use for potential stock repurchases or acquisition opportunities. The Board of Directors will review this policy on a regular basis in light of the Company's earnings, financial position and market opportunities.

Information concerning securities authorized for issuance under equity compensation plans is included in "Stock-Based Compensation and Stock Awards," Note 17 of Notes to Consolidated Financial Statements in Item 8 of Part II, which in incorporated herein by reference.

Repurchase of Equity Securities

The following table summarizes the repurchase and cancellation of our common stock during the year ended December 31, 2022

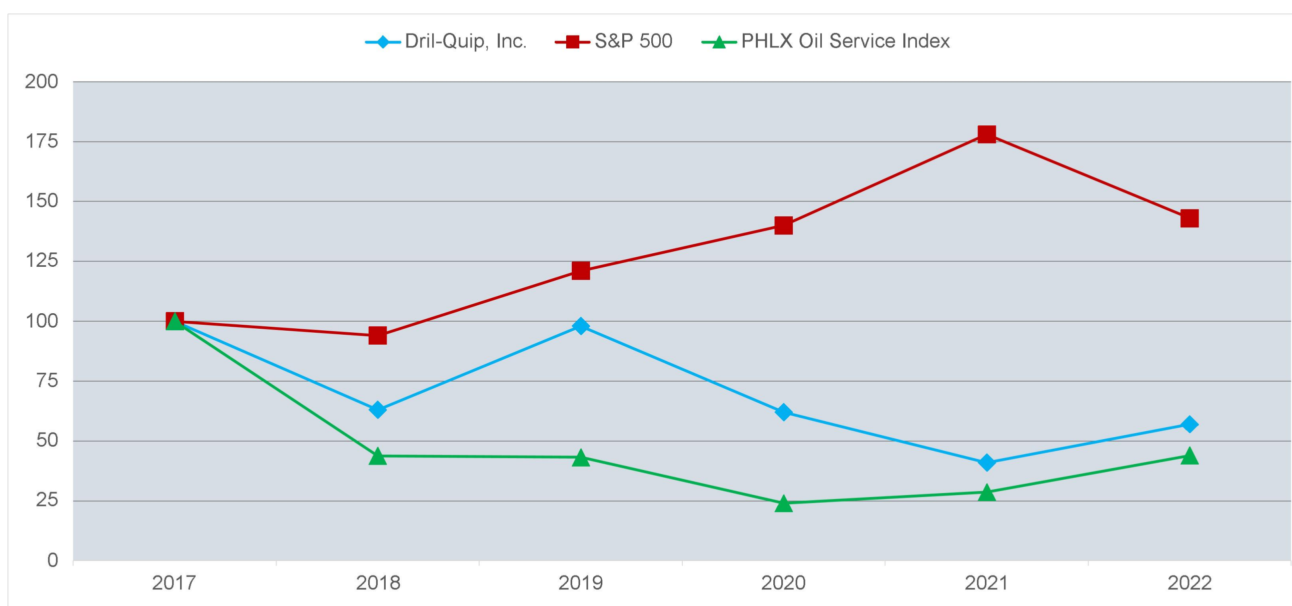
	Twelve months ended December 31, 2022			
	Total Number of Shares Purchased	Average Price paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs [(1)]	Maximum Dollar Value (in millions) of Shares that May Yet be Purchased Under the Plans or Programs
January 1-31, 2022	273,629	$ 21.20	273,629	$ 18.5
February 1-28, 2022	-	-	-	118.5
March 1-31, 2022	-	-	-	118.5
April 1-30, 2022	-	-	-	118.5
May 1-31, 2022	-	-	-	118.5
June 1-30, 2022	157,101	24.49	157,101	114.6
July 1-31, 2022	457,467	24.35	457,467	103.5
August 1-31, 2022	-	-	-	103.5
September 1-30, 2022	-	-	-	103.5
October 1-31, 2022	-	-	-	103.5
November 1-30, 2022	-	-	-	103.5
December 1-31, 2022	-	-	-	103.5
	888,197	$ 23.41	888,197	$ 103.5

(1) On February 26, 2019, the Company announced that its Board of Directors authorized a stock repurchase plan under which the Company is authorized to repurchase up to $100.0 million of its common stock. On February 22, 2022, the Board of Directors authorized an incremental $100 million share repurchase plan. These repurchase plans have no set expiration date and any repurchased shares are expected to be cancelled. During the year ended December 31, 2022, the Company purchased 888,197 shares under the share repurchase plans at an average price of approximately $23.41 per share totaling approximately $20.8 million, pursuant to a 10b5-1 plan, which is reflected in "Retained earnings" in the Consolidated Balance Sheets. All repurchased shares have been cancelled as of December 31, 2022.

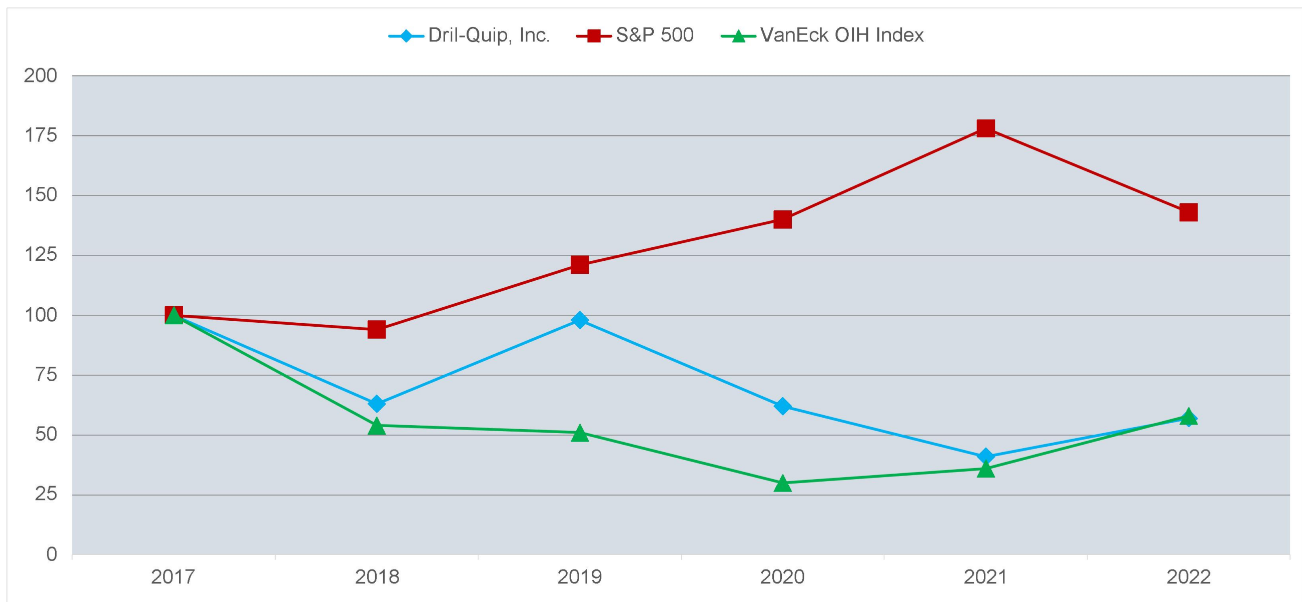
Performance Graph

We compare the cumulative total shareholder return on our common stock to the cumulative total shareholder return of both a broad stock index and an index of oil and natural gas related companies that represents an industry composite of peers. During 2022, the Company replaced the Philadelphia Oil Service Sector Index ("OSX") with the VanEck Oil Services ETF Index ("OIH") as our reference peer group index, as we changed the peer comparison index for our performance stock units from the OSX to the OIH and we also plan to use the OIH index in the new pay versus performance table to be presented in the Company's definitive Proxy Statement (the "2023 Proxy Statement"). As this is the initial year of change in our reference peer group index, we are presenting two performance graphs, the first one with the preceding OSX index and the second one with the new OIH index. The first graph compares the cumulative total shareholder return on our common stock to the cumulative total shareholder return on the Standard & Poor's 500 Stock Index and the OSX index. The second graph compares the cumulative total shareholder return on our common stock to the cumulative total shareholder return on the Standard & Poor's 500 Stock Index and the OIH index. These graphs cover the period from December 31, 2017 through December 31, 2022 and assume the investment of $100 on December 31, 2017 and the reinvestment of all dividends, if any. The shareholder return set forth is not necessarily indicative of future performance.

COMPARISON OF 5 YEARS
CUMULATIVE TOTAL RETURN
Among Dril-Quip, Inc., the S&P 500 Index
and the Philadelphia Oil Service Index (OSX)



COMPARISON OF 5 YEARS
CUMULATIVE TOTAL RETURN
Among Dril-Quip, Inc., the S&P 500 Index
and the VanEck Oil Services ETF Index (OIH)



The performance graph above is furnished and not filed for purposes of Section 18 of the Exchange Act and will not be incorporated by reference into any registration statement filed under the Securities Act of 1933, as amended (the "Securities Act"), unless specifically identified therein as being incorporated therein by reference. The performance graph is not soliciting material subject to Regulation 14A.

Item 6. [Removed and Reserved].

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following is management's discussion and analysis of certain significant factors that have affected aspects of the Company's financial position, results of operations, comprehensive income and cash flows during the periods included in the accompanying consolidated financial statements. This discussion should be read in conjunction with the Company's consolidated financial statements and notes thereto presented elsewhere in this report.

For a discussion of our results of operations for the year ended December 31, 2021 compared to the year ended December 31, 2020, see "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations - Results of Operations" in our Annual Report on Form 10-K for the year ended December 31, 2021.

Overview

The Company designs, manufactures, sells and services highly engineered drilling and production equipment for both offshore and onshore applications. The Company's principal products consist of subsea and surface wellheads, subsea and surface production trees, mudline hanger systems, specialty connectors and associated pipe, drilling and production riser systems, liner hangers, wellhead connectors, diverters and safety valves. Dril-Quip's products are used by major integrated, large independent and foreign national oil and gas companies and drilling contractors throughout the world. Dril-Quip also provides technical advisory assistance on an as-requested basis during installation of its products, as well as rework and reconditioning services for customer-owned Dril-Quip products. In addition, Dril-Quip's customers may rent or purchase running tools from the Company for use in the installation and retrieval of the Company's products.

Oil and Gas Prices

Both the market for drilling and production equipment and services and the Company's business are substantially dependent on the condition of the oil and gas industry and, in particular, the willingness of oil and gas companies to make capital expenditures on exploration, drilling and production operations. While demand currently remains strong, we acknowledge there is an elevated recession risk looming in global markets. However, we believe the impact of a possible recession on demand in 2023 would be relatively muted due to disruptions in global oil supply, rather low spare global production capacity, and increased demand from the gradual reopening of China and rising global travel. We believe oil supply growth remains challenged as the release of U.S. strategic petroleum reserves subsides, the impact of the Russian oil products export embargo hits in the first quarter of 2023, and reduced investment across the Russian industry gradually impacts production.

Crude oil price recovery which began in the latter half of 2020, continued in 2022 as the oil markets remained encouraging throughout the year. Future declines in oil and gas prices or ongoing pricing volatility may further adversely affect the willingness of some oil and gas companies to make capital expenditures on exploration, drilling and production operations, which could have an adverse impact on the Company's results of operations, financial position and cash flows. Any future deterioration of commodity prices could lead to material impairment charges to tangible or intangible assets or otherwise result in a material adverse effect on the Company's results of operations. See "Item 1A. Risk Factors—A material or extended decline in expenditures by the oil and gas industry could significantly reduce our revenue and income."

During 2022, Brent crude oil prices fluctuated significantly, with a high of $133.18 per barrel, a low of $76.02 per barrel, and an average of $100.94 per barrel compared to an average of $70.86 per barrel in 2021. According to the January 2023 release of the Short-Term Energy Outlook published by the EIA, Brent crude oil prices are projected to average $83.10 per barrel in 2023 and $77.57 per barrel in 2024. The International Energy Agency projected the global oil demand to grow by approximately 1.9 million barrels per day to a total of 101.7 million barrels per day in 2023 based on its January 2023 Oil Market Report.

Rig Count

Detailed below is the average contracted offshore rig count (rigs currently drilling as well as rigs committed, but not yet drilling) for the Company's geographic regions for the years ended December 31, 2022, and 2021. The rig count data includes floating rigs (semi-submersibles and drillships) and jack-up rigs. The Company has included only these types of rigs as they are the primary assets used to deploy the Company's products.

	2022		2021	
	Floating Rigs	**Jack-up Rigs**	**Floating Rigs**	**Jack-up Rigs**
Western Hemisphere	59	44	55	41
Eastern Hemisphere	49	62	45	57
Asia-Pacific	29	270	31	253
Total	137	376	131	351

Source: IHS—Petrodata RigBase— December 31, 2022, and 2021

According to IHS-Petrodata RigBase, as of December 31, 2022, there were 519 rigs contracted for the Company's geographic regions (139 floating rigs and 380 jack-up rigs), which represents a 6.8% increase from the rig count of 486 rigs (137 floating rigs and 349 jack-up rigs) as of December 31, 2021.

Business Environment

On August 16, 2022, President Biden signed into law the Inflation Reduction Act of 2022 (the "Inflation Reduction Act"). The Inflation Reduction Act contains a number of revisions to the Internal Revenue Code, including a 15% book-income corporate alternative minimum tax on any corporation that, along with the other members of its controlled group, if any, has average adjusted financial statement income over $1.0 billion for any 3-tax-year period ending with January 1, 2022 or later. The Inflation Reduction Act also imposes a 1% excise tax on the fair market value of stock that is repurchased, or acquired through "economically similar transactions," by publicly traded U.S. corporations or their specified affiliates. The fair market value of repurchased stock that is subject to the excise tax will be adjusted downward for the fair market value of any stock issued by the covered corporation during the tax year as part of a "netting rule." The alternative minimum tax and the excise tax are effective in taxable years beginning after December 31, 2022. Currently, we are not subject to the corporate alternative minimum tax. The Company will evaluate any impact related to the excise tax on stock repurchases by the Company in future periods.

During the first quarter of 2022, Dril-Quip entered into a collaboration agreement with Aker Solutions ASA (Aker Solutions) to offer subsea injection systems for carbon capture, utilization and storage (CCUS) projects. Under the agreement, Dril-Quip will provide Aker Solutions with CO_2 injection Xmas trees and wellheads that will be fully integrated into a larger subsea injection system to provide customers with market-leading technology purposely designed for the injection and storage of CO_2. The arrangement will leverage on Aker Solution's position as an integrated supplier of CCUS systems along with its control systems and electrification components. We believe this collaboration agreement focuses on the strengths of both organizations, will deliver an optimum solution for carbon capture and storage, and is in line with each party's strategic goals of collaboration and partnerships to unlock value for customers.

In February 2022, Russia invaded Ukraine, resulting in wide-ranging sanctions imposed on Russia by certain members of the European Union, the United Kingdom and the United States, among others, higher oil prices and increased uncertainty in global markets. As Russia's invasion of Ukraine continues, there can be no certainty regarding whether such governments or other governments will impose additional sanctions, export-controls or other economic or military measures against Russia. Although we have minimal operational exposure in Russia and we do not intend to commit further capital towards projects in Russia, the full impact of the invasion of Ukraine, including economic sanctions and export controls or additional war or military conflict, as well as potential responses to them by Russia, is currently unknown and could adversely affect oil and gas companies, many of which are our customers, as well as the global supply chain. For more information on the risks associated with the invasion of Ukraine, see "Our business may also be affected by new sanctions and export controls targeting Russia and other responses to Russia's invasion of Ukraine." discussed under "Item 1A. Risk Factors" in this report.

Crude oil prices increased in 2022, mainly driven by the Russian invasion of Ukraine, actions taken by OPEC+ to adjust their production levels and loosening of pandemic-related restrictions and the Company has seen an increase in drilling activity in the offshore market as a result of these continued price increases. In light of continued volatility in the crude oil market, global petroleum demand could be negatively impacted. An extended period of economic disruption and uncertain conditions in the oil and gas industry could have a material adverse impact on our business, results of operations, access to sources of liquidity and overall financial condition.

We continue to monitor the impact of the COVID-19 pandemic, government actions and measures taken to prevent its spread, and the potential to affect our operations, particularly in China. We are also monitoring the current global economic environment, specifically including inflationary pressures and the macroeconomic impact of the conflict in Ukraine, and any resulting impacts on our financial position and results of operations. Refer to "Item 1A. Risk Factors" for additional information.

Oil and gas prices and the level of drilling and production activity have been characterized by significant volatility in recent years. Worldwide military, political, economic and other events have contributed to oil and natural gas price volatility and are likely to continue to do so in the future. The Company expects continued pressure in both crude oil and natural gas prices, as well as in the level of drilling and production related activities. Even during periods of high prices for oil and natural gas, companies exploring for oil and gas may cancel or curtail programs, seek to renegotiate contract terms, including the price of products and services, or reduce their levels of capital expenditures for exploration and production for a variety of reasons. Any future deterioration of commodity prices could lead to material impairment charges to tangible or intangible assets or otherwise result in a material adverse effect on the Company's results of operations.

The Company operates its business and markets its products and services in most of the significant oil and gas producing areas in the world and is, therefore, subject to the risks customarily attendant to international operations and investments in foreign countries. These risks include nationalization, expropriation, war, acts of terrorism and civil disturbance, restrictive action by local governments, limitation on repatriation of earnings, change in foreign tax laws and change in currency exchange rates, any of which could have an adverse effect on either the Company's ability to manufacture its products in its facilities abroad or the demand in certain regions for the Company's products or both. To date, the Company has not experienced any significant problems in foreign countries arising from local government actions or political instability, but there is no assurance that such problems will not arise in the future. Interruption of the Company's international operations could have a material adverse effect on its overall operations.

During 2020, the Company took advantage of the Payroll Tax Deferral provided by the Coronavirus, Aid, Relief and Economic Security Act ("CARES Act"). The Payroll Tax Deferral allows the Company to defer the payment of the Company's share of FICA taxes of 6.2%. As such, the Company was able to defer its share of FICA taxes for the period beginning March 27, 2020 and ending December 31, 2020. This resulted in approximately $2.9 million in FICA cash tax payments being deferred to 2021 and 2022. The Company must still deposit its share of the Medicare hospital insurance tax of 1.45% as well as all of the employee's share of the payroll taxes withheld.

Revenues. Dril-Quip's revenues are generated from three sources: products, services and leasing. Product revenues are derived from the sale of drilling and production equipment. Service revenues are earned when the Company provides technical advisory assistance and rework and reconditioning services. Leasing revenues are derived from rental tools used during installation and retrieval of the Company's products and from leasing our forging facility. In 2022, the Company derived 66.5% of its revenues from the sale of its products, 21.9% of its revenues from services and 11.6% from leasing revenues, compared to 66.1%, 23.0% and 10.9% for products, services and leasing in 2021, respectively. Service and leasing revenues generally correlate to revenues from product sales because increased product sales typically generate increased demand for technical advisory assistance services during installation and rental of running tools. However, customer stocking and destocking can affect the correlation between demand for services and product sales. The Company has substantial international operations, with approximately 66.2% of its revenues derived from foreign sales in 2022 and 63.8% in 2021. Substantially all of the Company's domestic revenue relates to operations in the U.S. Gulf of Mexico. Domestic revenue approximated 33.8% of the Company's total revenues in 2022 and 36.2% in 2021.

Product contracts are typically negotiated and sold separately from service contracts. In addition, service contracts are not typically included in the product contracts or related sales orders and are not offered to the customer as a condition of the sale of the Company's products. The demand for products and services is generally based on worldwide economic conditions in the oil and gas industry and is not based on a specific relationship between the two types of contracts. Substantially all of the Company's sales are made on a purchase order basis. Purchase orders are subject to change and/or termination at the option of the customer. In case of a change or termination, the customer is required to pay the Company for work performed and other costs necessarily incurred as a result of the change or termination.

Generally, the Company attempts to raise its prices as its costs increase. However, the actual pricing of the Company's products and services is impacted by a number of factors, including global oil prices, competitive pricing pressure, the level of utilized capacity in the oil service sector, maintenance of market share, the introduction of new products and general market conditions.

The Company accounts for larger and more complex projects that have relatively longer manufacturing time frames on an over time basis. During 2022, there were 79 projects that were accounted for using the over time method, which represented approximately 34.7% of the Company's total revenues and 52.1% of the Company's product revenues. During 2021, there were 54 projects that were accounted for using the over time method, which represented approximately 21.7% of the Company's total revenues and 32.7% of the Company's product revenues. These percentages may fluctuate in the future. Revenues accounted for in this manner are generally recognized based upon a calculation of the percentage complete, which is used to determine the revenue earned and the appropriate portion of total estimated cost of sales. Accordingly, price and cost estimates are reviewed periodically as the work progresses, and adjustments proportionate to the percentage complete are reflected in the period when such estimates are revised. Losses, if any, are recorded in full in the period they become known. Amounts received from customers in excess of revenues recognized are classified as a current liability. See "Item 1A. Risk Factors—We may be required to recognize a charge against current earnings because of over time method of accounting."

Cost of Sales. The principal elements of cost of sales are labor, raw materials and manufacturing overhead. Cost of sales as a percentage of revenues is influenced by the product mix sold in any particular period, costs from projects accounted for under the over time method, over/under manufacturing overhead absorption and market conditions. The Company's costs related to its foreign operations do not significantly differ from its domestic costs.

Selling, General and Administrative Expenses. Selling, general and administrative expenses include the costs associated with sales and marketing, general corporate overhead, business development expenses, compensation expense, stock-based compensation expense, legal expenses and other related administrative functions.

Engineering and Product Development Expenses. Engineering and product development expenses consist of new product development and testing, as well as application engineering related to customized products.

Impairment. During 2020, impairment losses consist of a full impairment of our goodwill balance of $7.7 million, which occurred in connection with our preparation and review of financial statements during the first quarter of 2020.

Restructuring and Other Charges. Restructuring and other charges consist of costs associated with our 2021 global strategic plan initiated in the fourth quarter of 2021, in an effort to realign our subsea product business with the market conditions. Prior to the 2021 global strategic plan, restructuring and other charges were incurred as part of the 2018 global strategic plan, initiated to realign our manufacturing facilities globally and which concluded as of the third quarter of 2021. These charges are reflected as “Restructuring and other charges” in our Consolidated Statements of Income (Loss).

Gain on Sale of Property, Plant and Equipment. Gain or loss on sale of property, plant and equipment consists of sales of assets within this category of fixed assets.

Foreign Currency Transaction (Gain) Loss. Foreign currency transaction (gain) loss result from a change in exchange rates between the functional currency and the currency in which a foreign currency transaction is denominated. The Company’s foreign subsidiaries, whose functional currency is the local currency, conduct a portion of their operations in U.S. dollars. As a result, these subsidiaries hold significant monetary assets denominated in U.S. dollars. These monetary assets are subject to changes in exchange rates between the U.S. dollar and the local currency.

Income Tax Provision. The Company’s effective income tax rate fluctuates from the U.S. statutory tax rate based on, among other factors, changes in pretax income in jurisdictions with varying statutory tax rates, impact of valuation allowances, changes in tax legislation, and other permanent differences related to the recognition of income and expense between U.S. GAAP and applicable tax rules.

Reclassifications. We reclassified approximately $9.6 million of prepaid expenses for the year ended December 31, 2021 from 'Prepaids and other current assets' to 'Prepaid expenses'. This reclassification to the prior period was made to conform to the current period presentation and did not have an impact on our Consolidated Statements of Income (Loss), Consolidated Balance Sheets, Consolidated Statements of Comprehensive Income (Loss), Consolidated Statements of Stockholders’ Equity and Consolidated Statements of Cash Flows.

Results of Operations

The following table sets forth, for the periods indicated, certain consolidated statement of income data expressed as a percentage of revenues:

	Year Ended December 31,	
	2022	**2021**
Revenues:		
Products	66.5 %	66.1 %
Services	21.9	23.0
Leasing	11.6	10.9
Total revenues	100.0	100.0
Cost of sales:		
Products	56.3	55.3
Services	8.9	10.3
Leasing	8.3	9.5
Total cost of sales	73.5	75.1
Selling, general and administrative	26.0	35.6
Engineering and product development	3.2	4.7
Restructuring and other charges	3.1	24.4
Gain on sale of property, plant and equipment	(5.5)	(1.4)
Foreign currency transaction (gain) loss	(1.0)	0.3
Total costs and expenses	99.3	138.7
Operating income (loss)	0.7	(38.7)
Interest income	1.2	0.2
Interest expense	(0.1)	(0.2)
Income (loss) before income taxes	1.8	(38.7)
Income tax provision	1.7	0.9
Net income (loss)	0.1 %	(39.6)%

The following table sets forth, for the periods indicated, a breakdown of our products and service revenues:

	Year Ended December 31,	
	2022	2021
	(In millions)	
Revenues:		
Products:		
Subsea equipment	$ 194.3	$ 168.4
Downhole tools	46.5	45.3
Total products	240.8	213.7
Services:		
Subsea equipment	61.0	58.1
Downhole tools	18.2	16.0
Total services	79.2	74.1
Leasing		
Subsea equipment	33.7	28.0
Downhole tools	8.4	7.1
Total leasing	42.1	35.1
Total revenues	$ 362.1	$ 322.9

Year Ended December 31, 2022 Compared to Year Ended December 31, 2021

Revenues. Revenues increased by $39.2 million, or approximately 12.1%, to $362.1 million in 2022 from $322.9 million in 2021. The overall increase in revenue was driven by increased product, leasing and service revenues of $27.1 million, $7.0 million, and $5.1 million, respectively. Product revenues increased by approximately $27.1 million for the year ended December 31, 2022 compared to the same period in 2021 as a result of increased revenues of $25.9 million in subsea equipment and $1.2 million in downhole tools. Total revenues increased in the Eastern Hemisphere by $22.1 million and in the Western Hemisphere by $21.5 million, partially offset by a decrease in the Asia-Pacific region by $4.4 million. Product revenues increased in the Eastern Hemisphere by $14.7 million, in the Western Hemisphere by $6.4 million, and in the Asia-Pacific region by $6.0 million. The increase in product revenues across the geographic segments was primarily due to an improved crude oil market driving organic business growth coupled with a favorable product mix. In any given time period, the revenues recognized between the various product lines and geographic areas will vary depending upon the timing of shipments to customers, completion status of the projects accounted for under the over time accounting method, market conditions and customer demand.

Service revenues increased by approximately $5.1 million resulting mainly from increased service revenues in the Western Hemisphere of $9.5 million and in the Eastern Hemisphere of $3.2 million, partially offset by decreased service revenues of $7.6 million in the Asia-Pacific region. Higher service revenues in the Western and Eastern Hemispheres were mainly due to customer specific increases in technical advisory services and maintenance requests following an increase in product revenues. Lower service revenues in the Asia-Pacific region resulted primarily due to standby rates that the customers paid as a result of travel restrictions and increase in rig mobilization activities in 2021 as companies resumed their well completion activities.

Leasing revenues increased by approximately $7.0 million for the year ended December 31, 2022 compared to the same period in 2021 mainly from increased leasing revenues in the Western Hemisphere of $5.7 million and in the Eastern Hemisphere of $4.2 million, partially offset by a decrease in the Asia-Pacific region of $2.9 million. Increase in leasing revenues in the Western and Eastern Hemispheres were due to customer specific increases in rental tool utilization. The majority of the decrease in the Asia-Pacific region is related to decreased subsea rental tool utilization due to timing of customer drilling activity.

Cost of Sales. Cost of sales increased by $23.5 million, or 9.7%, to $265.9 million in 2022 from $242.4 million in 2021. The increase in cost of sales were mainly in line with the increase in revenue for the year ended December 31, 2021. Cost of sales as a percentage of revenue decreased to 73.5% as compared to 75.1%. We were able to achieve these margins despite inflationary pressures for materials largely due to a favorable product mix and productivity initiatives for the year ended December 31, 2022 as compared to the same period in 2021.

Selling, General and Administrative Expenses. For 2022, selling, general and administrative expenses decreased by approximately $20.8 million, or 18.1%, to $94.2 million from $115.0 million in 2021. This decrease was attributable mainly to lower legal expenses in 2022 related to costs incurred in connection with the FMC Technologies, Inc. lawsuit in 2021, an importation tax settlement under a Brazilian tax amnesty program introduced in the first quarter of 2021, severance payout to our former Chief Executive Officer, pursuant to a separation agreement entered into with him during the fourth quarter of 2021 and lower consulting fees incurred during the current year.

Engineering and Product Development Expenses. For 2022, engineering and product development expenses decreased by approximately $3.4 million, or 22.3%, to $11.7 million from $15.1 million in 2021. Engineering and product development expenses as a percentage of revenues decreased to 3.2% in 2022 from 4.7% in 2021. This decrease was attributable mainly to lower spend on research and development activities as we completed certain strategic projects.

Restructuring and Other Charges. Restructuring and other charges consist of costs associated with our 2021 global strategic plan initiated in the fourth quarter of 2021, in an effort to realign our subsea product business with the market conditions. Prior to the 2021 global strategic plan, restructuring and other charges were incurred as part of the 2018 global strategic plan, initiated to realign our manufacturing facilities globally and which concluded as of the third quarter of 2021. During 2022, the Company incurred $11.4 million of additional costs under the 2021 global strategic plan. These charges were primarily related to write-downs of long-lived assets, severance and other charges. Long-lived asset write-downs consisted of $3.2 million for the Houston corporate administrative building and $2.5 million for obsolete machinery and equipment. Other charges totaled $4.8 million and consisted of consulting and legal fees, office moves, site cleanup and preparation costs. Severance charges totaled approximately $0.9 million for the year. During 2021, we incurred restructuring charges under the 2018 global strategic plan as we exited from certain underperforming countries and markets and shifted from manufacturing in-house to a vendor outsourcing model which resulted in inventory write-downs of approximately $19.3 million, severance charges of $2.7 million and other charges of $4.0 million, consisting of facilities-related market exit costs and consulting fees. Additionally, as part of the 2021 global strategic plan we discontinued certain product categories which resulted in inventory write-downs, long-lived asset write-downs and severance charges of approximately $47.7 million, $4.2 million, and $1.0 million, respectively, during the fourth quarter of 2021.

Gain on Sale of Property, Plant and Equipment. During 2022, gain on sale of property, plant and equipment was approximately $20.0 million, primarily related to the sale of our Houston forge facility building and obsolete machinery and equipment. For the year ended December 31, 2021, gain on sale of property, plant and equipment was approximately $4.5 million, primarily related to the sale of two of our buildings in Singapore.

Foreign Currency Transaction (Gain) Loss. Foreign exchange gain for 2022 was $3.8 million as compared to a loss of $0.8 million for the same period in 2021.

Income Tax Provision. Income tax expense for 2022 was $6.3 million on an income before taxes of $6.8 million, resulting in an effective income tax rate of 93.5%. Income tax expense was different than the U.S. federal statutory income tax rate of 21% primarily due to changes in valuation allowances, nondeductible expenses, foreign income inclusions, foreign tax withholdings and credits, and other general business credits and incentives. Income tax expense in 2021 was $2.9 million on a loss before taxes of $125.1 million, resulting in an effective tax rate of approximately (2.4%). The change in the effective income tax rate from 2021 to 2022 was primarily driven by the favorable outcomes of previously unrecognized tax benefit, change in valuation allowance against the net U.S. deferred tax assets as well as those in various foreign countries, the mix of foreign income taxed at different statutory rates, an increase in non-taxable income, nondeductible expenses, foreign income inclusions and foreign tax credits.

Net Income (Loss). Net income was approximately $0.4 million in 2022, compared to a net loss of $128.0 million in 2021, for the reasons set forth above.

Non-GAAP Financial Measures

We have performed a detailed analysis of the non-GAAP measures that are relevant to our business and its operations and determined that the appropriate unit of measure to analyze our performance is Adjusted EBITDA (earnings before interest, taxes, depreciation and amortization, as well as other significant non-cash items and other adjustments for certain charges and credits). The Company believes that the exclusion of these charges and credits from these financial measures enables it to evaluate more effectively the Company’s operations period over period and to identify operating trends that could otherwise be masked by excluded items. It is our determination that Adjusted EBITDA is a more relevant measure of how the Company reviews its ability to meet commitments and pursue capital projects.

Adjusted EBITDA

We calculate Adjusted EBITDA as one of the indicators to evaluate and compare the results of our operations from period to period by removing the effect of our capital structure from our operating structure and certain other items, including those that affect the comparability of operating results. This measurement is used in concert with operating income, its most directly comparable financial measure, and net cash from operating activities, which measures actual cash generated in the period. In addition, we believe that Adjusted EBITDA is a supplemental measurement tool used by analysts and investors to help evaluate overall operating performance, ability to pursue and service possible debt opportunities and analyze possible future capital expenditures. Adjusted EBITDA does not represent funds available for our discretionary use and is not intended to represent or to be used as a substitute for net income, as measured under U.S. generally accepted accounting principles. The items excluded from Adjusted EBITDA, but included in the calculation of reported net income, are significant components of the Consolidated Statements of Income (Loss) and must be considered in performing a comprehensive assessment of overall financial performance. Our calculation of Adjusted EBITDA may not be consistent with calculations of Adjusted EBITDA used by other companies.

The following table reconciles our reported net income to Adjusted EBITDA for each of the respective periods:

	Year Ended December 31,	
	2022	**2021**
	(In thousands)	
Net income (loss)	$ 443	$ (127,996)
Add:		
Interest (income) expense, net	(4,249)	212
Income tax provision	6,327	2,946
Depreciation and amortization expense	29,421	30,381
Restructuring and other charges [2]	11,443	96,650
Gain on sale of property, plant and equipment	(20,019)	(4,482)
Foreign currency transaction (gain) loss	(3,756)	836
Stock compensation expense	10,363	14,895
Brazilian amnesty settlement	-	1,787
Adjusted EBITDA [1]	$ 29,973	$ 15,229

[1] Adjusted EBITDA does not measure financial performance under GAAP and, accordingly, should not be considered as an alternative to net income as an indicator of operating performance.
[2] Restructuring and other charges include legal expenses related to the FMC lawsuit, severance charges related to our former Chief Executive Officer and a one-time provision for settlement of certain receivables for the year ended December 31, 2021.

Liquidity and Capital Resources

Cash Flows

Cash flows provided by (used in) operations by type of activity were as follows:

	Year Ended December 31,	
	2022	**2021**
	(In thousands)	
Net cash provided by (used in) operating activities	$ (36,771)	$ 38,428
Net cash used in investing activities	(30,105)	(3,207)
Net cash used in financing activities	(20,890)	(24,300)
	(87,766)	10,921
Effect of exchange rate changes on cash activities	(2,881)	(1,425)
Increase (decrease) in cash and cash equivalents	$ (90,647)	$ 9,496

Statements of cash flows for entities with international operations that are local currency functional exclude the effects of the changes in foreign currency exchange rates that occur during any given year, as these are non-cash changes. As a result, changes reflected in certain line items on the Consolidated Statements of Cash Flows may not reflect the changes in corresponding line items on the Consolidated Balance Sheets.

The primary liquidity needs of the Company are (i) to fund capital expenditures to improve and expand facilities and manufacture additional running tools, (ii) to fund working capital and (iii) to fund the repurchase of the Company's shares. The Company's principal source of funds is cash flows from operations. The Company may use its liquidity for, among other things, the support of the Company's research and development efforts, the funding of key projects and spending required by any upturn in the Company's business and the pursuit of possible acquisitions.

Net cash provided by operating activities in 2022 decreased by approximately $75.2 million compared to 2021, primarily due to decreases resulting from the change in operating assets and liabilities of $130.3 million and a net decrease of $73.3 million in non-cash movements. This was partially offset by a decrease in net loss of $128.4 million.

The change in operating assets and liabilities during 2022 resulted in a $130.3 million decrease in cash as compared to the change in operating assets and liabilities during 2021. The increase in unbilled receivables by $80.8 million was mainly due to a significant increase in projects that are accounted for on an over time basis and the completion timelines of some of our major projects. The $25.1 million decrease in cash due to changes in prepaids and other assets was primarily due an increase in advances to vendors related to projects accounted for on an over time basis in 2022, increases in tax receivables in some foreign jurisdictions in 2022 as compared to the receipt of certain tax receivables and reimbursement of the security amounts deposited with the Brazilian courts related to the tax amnesty program in 2021. The decrease due to changes in accounts payable and accrued expenses of $23.8 million was mainly related to the payment of our agent fees in the Middle East and the payment of certain property taxes. The increase in trade receivables by $5.0 million was primarily due to a decrease in billing activity related to our ongoing projects. These decreases to cash balances were partially offset by a decrease in inventory of $4.4 million mainly related to our continued focus on inventory management and consumption during the year.

Net loss decreased by $128.4 million to a net income of $0.4 million in 2022 from a net loss of $128.0 million in 2021. The reasons for the decrease in net income or losses are set forth in the “Results of Operations” section above.

Net cash used in investing activities increased by approximately $26.9 million in 2022 as compared to 2021. This increase is primarily due to purchase of short-term investments of $32.2 million and higher capital expenditure spend of $8.9 million, partially offset by an increase in proceeds related to sales of property, plant and equipment by $14.2 million. Capital expenditures by the Company were $18.9 million and $10.0 million in 2022 and 2021, respectively. Capital expenditures in 2022 were incurred primarily to support our current and recently developed products and to support the strategic shift in our business model. Capital expenditures in 2022 included $10.2 million for rental tools, $6.3 million for machinery and equipment and other expenditures of $2.4 million. Capital expenditures in 2021 were primarily to support our current and recently developed products and to support the restructuring of our downhole tools business where we exited certain underperforming markets. Capital expenditures in 2021 included $4.6 million for machinery and equipment, $3.7 million for rental tools and other expenditures of $1.7 million.

Repurchase of Equity Securities

On February 26, 2019, the Board of Directors authorized a share repurchase plan under which the Company can repurchase up to $100 million of its common stock. On February 22, 2022, the Board of Directors authorized an incremental $100 million share repurchase plan. The repurchase plans have no set expiration date and any repurchased shares are expected to be cancelled. Repurchases under the program will be made through open market purchases, privately negotiated transactions or plans, instructions or contracts established under Rule 10b5-1 under the Exchange Act. The manner, timing and amount of any purchase will be determined by management based on an evaluation of market conditions, stock price, liquidity and other factors. The program does not obligate the Company to acquire any particular amount of common stock and may be modified or superseded at any time at the Company’s discretion.

During the year ended December 31, 2022, the Company purchased 888,197 shares at an average price of $23.41 under the share repurchase plan for approximately $20.8 million. During the year ended December 31, 2021, the Company purchased 1,109,187 shares at an average price of $21.79 under the share repurchase plan for approximately $24.2 million. During the year ended December 31, 2020, the Company purchased 808,389 shares at an average price of $30.91 under the share repurchase plan for approximately $25.0 million. All repurchased shares were subsequently cancelled. Refer to Item 5. Market for Registrant’s Common Stock, Related Stockholder Matters and Issuer Purchases of Equity Securities for further discussion.

The Company believes that cash generated from operations plus cash on hand will be sufficient to fund operations, working capital needs and anticipated capital expenditure requirements for the next twelve months at current activity levels. However, if work activity increases, we expect further working capital investment will be required.

Credit Facility

The Company’s ABL Credit Facility, dated February 23, 2018, as amended, was terminated effective February 22, 2022. In addition, we opened a new cash collateral account with JPMorgan Chase Bank, N.A., in which cash was transferred to facilitate our existing letters of credit. As of December 31, 2022, the cash balance in that account was approximately $5.4 million. The Company is required to maintain a balance equal to the outstanding letters of credit plus 5% at all times, which is considered as restricted cash and is included in “Cash and cash equivalents” in our consolidated balance sheets as at December 31, 2022 and December 31, 2021. Withdrawals from this cash collateral account are only allowed at such point that a given letter of credit has expired or has been cancelled.

Contractual Obligations

For information with respect to this item, see “Leases and Lease Commitments,” Note 9 of Notes to the Consolidated Financial Statements in Item 8 of Part II, which is incorporated herein by reference.

Backlog

Backlog typically consists of firm customer orders of Dril-Quip products for which a purchase order, signed contract or letter of award has been received, satisfactory credit or financing arrangements exist and delivery is scheduled. The Company's backlog primarily consists of our Subsea products. Historically, the Company’s revenues for a specific period have not been directly related to its backlog as stated at a particular point in time.

The Company believes that its backlog should help mitigate the impact of negative market conditions; however, volatility in the commodity prices or an extended downturn in the global economy or future restrictions on, or declines in, oil and gas exploration and production could have a negative impact on the Company and its backlog. The Company’s product backlog was approximately $240.9 million at December 31, 2022 and $210.1 million at December 31, 2021. The backlog at the end of 2022 represents an increase of approximately $30.8 million, or 14.6%, from the end of 2021. We experienced an increase in product bookings during 2022 as the global crude oil market improved despite a negative impact of approximately $27.4 million in cancellations. During 2021, the Company’s backlog balance was initially negatively impacted due to the COVID-19 pandemic resulting in a depressed global economic environment that led to weakness in oil prices. In the latter half of 2021 as we saw improvements in the global markets and recovery of crude oil prices with vaccinations being deployed resulting in positive market trends, our product bookings increased in the fourth quarter of 2021.

The following table represents the change in backlog.

	Year Ended December 31,	
	2022	2021
	(In thousands)	
Beginning Backlog	$ 210,119	$ 195,650
Bookings:		
Product [1]	293,847	240,033
Service	84,274	74,143
Leasing	42,033	35,042
Cancellation/Revision adjustments	(27,418)	(11,594)
Translation adjustments	80	(210)
Total Bookings	392,816	337,414
Revenues:		
Product	240,842	213,760
Service	79,195	74,143
Leasing	42,033	35,042
Total Revenue	362,070	322,945
Ending Backlog [1]	$ 240,865	$ 210,119

[1] The backlog data shown above includes all bookings as of December 31, 2022, including contract awards and signed purchase orders for which the contracts would not be considered enforceable or qualify for the practical expedient under ASC 606. As a result, this table will not agree to the disclosed performance obligations of $75.1 million as of December 31, 2022, within “Revenue Recognition,” Note 3 of Notes to Consolidated Financial Statements.

The Company expects to fill approximately 70% to 80% of the December 31, 2022 product backlog by December 31, 2023. The remaining backlog at December 31, 2022 consists of longer-term projects which are being designed and manufactured to customer specifications requiring longer lead times.

See “Item 1A. Risk Factors—Our backlog is subject to unexpected adjustments and cancellations and is, therefore, an uncertain indicator of our future revenues and earnings.”

Geographic Segments

The Company's operations are organized into three geographic segments—Western Hemisphere (including North and South America; headquartered in Houston, Texas), Eastern Hemisphere (including Europe and Africa; headquartered in Aberdeen, Scotland) and Asia-Pacific (including the Pacific Rim, Southeast Asia, Australia, India and the Middle East; headquartered in Singapore). Each of these segments sells similar products and services, and the Company has manufacturing facilities in all three of its regional headquarter locations as well as in Macae, Brazil. Revenues for each of these segments are dependent upon the ultimate sale of products and services to the Company's customers. For information on revenues by geographic segment, see "Geographic Segments," Note 15 of Notes to Consolidated Financial Statements.

Currency Risk

The Company has operations in various countries around the world and conducts business in a number of different currencies other than the U.S. dollar, principally the British pound sterling, Mexican peso and the Brazilian real. Our significant foreign subsidiaries may also have monetary assets and liabilities not denominated in their functional currency. These monetary assets and liabilities are exposed to changes in currency exchange rates which may result in non-cash gains and losses primarily due to fluctuations between the U.S. dollar and each subsidiary's functional currency.

The Company generally attempts to minimize its currency exchange risk by seeking international contracts payable in local currency in amounts equal to the Company's estimated operating costs payable in local currency and in U.S. dollars for the balance of the contracts. The Company had, net of income taxes, a transaction gain of $3.0 million in 2022 and a transaction loss of $0.7 million in 2021. There is no assurance that the Company will be able to protect itself against such fluctuations in the future. The Company has put in place an active cash management process to convert excess foreign currency and concentrate this cash in certain of our holding company bank accounts to minimize foreign currency risk and increase investment income.

The Company conducts business in certain countries that limit repatriation of earnings. Further, there can be no assurance that the countries in which the Company currently operates will not adopt policies limiting repatriation of earnings in the future. The Company also has significant investments in countries other than the United States, principally its manufacturing operations in Scotland, Singapore, Brazil and, to a lesser extent, Norway. The functional currency of these foreign operations is the local currency except for Singapore, where the U.S. dollar is used. Financial statement assets and liabilities in the functional currency are translated at the end of the period exchange rates. Resulting translation adjustments are reflected as a separate component of stockholders' equity and have no current effect on earnings or cash flow.

Critical Accounting Policies and Estimates

The Company's discussion and analysis of its financial condition and results of operations are based on the Company's consolidated financial statements, which have been prepared in conformity with accounting principles generally accepted in the United States of America. The preparation of the consolidated financial statements requires the Company to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. There can be no assurance that actual results will not differ from those estimates. The Company believes the following accounting policies affect its more significant judgments and estimates used in preparation of its consolidated financial statements.

Revenue Recognition

Product revenues

The Company recognizes product revenues from two methods:

- product revenues are recognized over time as control is transferred to the customer; and
- product revenues from the sale of products that do not qualify for the over time method are recognized as point in time.

Revenues recognized under the over time method

The Company uses the over time method on long-term project contracts that have the following characteristics:

- the contracts call for products which are designed to customer specifications;
- the structural designs are unique and require significant engineering and manufacturing efforts generally requiring more than six months in duration;
- the contracts contain specific terms as to milestones, progress billings and delivery dates;
- product requirements cannot be filled directly from the Company's standard inventory; and

- the Company has an enforceable right to payment for any work completed to date and the enforceable payment includes a reasonable profit margin.

For each project, the Company prepares a detailed analysis of estimated costs, profit margin, completion date and risk factors which include availability of material, production efficiencies and other factors that may impact the project. On a quarterly basis, management reviews the progress of each project, which may result in revisions of previous estimates, including revenue recognition. The Company calculates the percentage complete and applies the percentage to determine the revenues earned and the appropriate portion of total estimated costs to be recognized. Losses, if any, are recorded in full in the period they become known. Historically, the Company's estimates of total costs and costs to complete have approximated actual costs incurred to complete the project.

Under the over time method, billings may not correlate directly to the revenue recognized. Based upon the terms of the specific contract, billings may be in excess of the revenue recognized, in which case the amounts are included in customer prepayments as a liability on the Consolidated Balance Sheets. Likewise, revenue recognized may exceed customer billings in which case the amounts are reported in unbilled receivables. Unbilled revenues are expected to be billed and collected within one year.

Revenues recognized under the point in time method

Revenues from the sale of standard inventory products, not accounted for under the over time method, are recorded at the point in time that the customer obtains control of the promised asset and the Company satisfies its performance obligation. This point in time recognition aligns with when the product is available to the customer, which is when the Company typically has a present right to payment, title transfers to the customer, the customer or its carrier has physical possession and the customer has significant risks and rewards of ownership. The Company may provide product storage to some customers. Revenues for these products are recognized at the point in time that control of the product transfers to the customer, the reason for storage is requested by the customer, the product is separately identified, the product is ready for physical transfer to the customer and the Company does not have the ability to use or direct the use of the product. This point in time typically occurs when the products are moved to storage. We receive payment after control of the products has transferred to the customer.

Service revenues

The Company recognizes service revenues from two sources:

- technical advisory assistance; and
- rework and reconditioning of customer-owned Dril-Quip products.

The Company generally does not install products for its customers, but it does provide technical advisory assistance.

The Company normally negotiates contracts for products, including those accounted for under the over time method, and services separately. For all product sales, it is the customer's decision as to the timing of the product installation as well as whether Dril-Quip running tools will be purchased or rented. Furthermore, the customer is under no obligation to utilize the Company's technical advisory assistance services. The customer may use a third party or their own personnel. The contracts for these services are typically considered day-to-day.

Rework and reconditioning service revenues are recorded using the over time method based on the remaining steps that need to be completed as the refurbishment process is performed. The measurement of progress considers, among other things, the time necessary for completion of each step in the reconditioning plan, the materials to be purchased, labor and ordering procedures. We receive payment after the services have been performed by billing customers periodically (typically monthly).

Leasing revenues

The Company earns leasing revenues from the rental of running tools. Revenues from rental of running tools are recognized within leasing revenues on a day rate basis over the lease term, which is generally between one to three months.

Inventories

Inventory costs are determined principally by the use of the first-in, first-out (FIFO) costing method and are stated at the lower of cost or net realizable value. Company manufactured inventory is valued principally using standard costs, which are calculated based upon direct costs incurred and overhead allocations and approximate actual costs. Inventory purchased from third-party vendors is principally valued at the weighted average cost.

Inventory Reserves

Periodically, obsolescence reviews are performed on slow moving and excess inventories and reserves are established based on current assessments about future demands and market conditions. The Company determines the reserve percentages based on an analysis of stocking levels, historical sales levels and future sales forecasts anticipated for inventory items by product type. If market conditions are less favorable than those projected by management, additional inventory reserves may be required.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

The Company is currently exposed to certain market risks related to interest rate changes on its short-term investments and fluctuations in foreign currency exchange rates. The Company does not engage in any material hedging transactions, forward contracts or currency trading which could mitigate the market risks inherent in such transactions. There have been no material changes in market risks for the Company from December 31, 2021.

Foreign Currency Exchange Rate Risk

Through its subsidiaries, the Company conducts a portion of its business in currencies other than the United States dollar. There is no assurance that the Company will be able to protect itself against currency fluctuations in the future. In periods where the dollar is strong as compared to other currencies, it is possible that foreign sales may reflect a decline in profits due to translation. It does not appear the Company's sales have experienced significant profit declines. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Currency Risk" in Item 7 of this report.

The Company uses a sensitivity analysis model to measure the potential impact on revenue and net income of a 10% adverse movement of foreign currency exchange rates against the U.S. dollar over the previous year. Based upon this model, a 10% decrease would have resulted in a decrease in revenues of approximately $14.1 million and an increase in net loss of approximately $3.0 million for 2022. There can be no assurance that the exchange rate decrease projected above will materialize as fluctuations in exchange rates are beyond the Company's control.

Item 8. Financial Statements and Supplementary Data

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Management's Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is defined in Rule 13a-15(f) or 15d-15(f) promulgated under the Securities Exchange Act of 1934 as a process designed by, or under the supervision of, the Company's principal executive and principal financial officers and effected by the Company's board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles and includes those policies and procedures that:

- pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the Company;
- provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with accounting principles generally accepted in the United States of America, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and
- provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the financial statements.

Management has designed its internal control over financial reporting to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Under the supervision and with the participation of our management, including our principal executive officers and principal financial officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in *Internal Control—Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on our evaluation under the framework in *Internal Control—Integrated Framework* (2013), our management has concluded that our internal control over financial reporting was effective as of December 31, 2022.

PricewaterhouseCoopers LLP, the independent registered public accounting firm, who audited the consolidated financial statements included in this Annual Report on Form 10-K, has also audited the effectiveness of our internal control over financial reporting, as stated in their report which appears herein.

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of Dril-Quip, Inc.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Dril-Quip, Inc. and its subsidiaries (the "Company") as of December 31, 2022 and 2021, and the related consolidated statements of income (loss), of comprehensive income (loss), of stockholders' equity and of cash flows for each of the three years in the period ended December 31, 2022, including the related notes and schedule of valuation and qualifying accounts for each of the three years in the period ended December 31, 2022 appearing under Item 15(a)(2) (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2022, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022 in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2022, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Allowance for Slow Moving and Excess Inventory

As described in Notes 2 and 4 to the consolidated financial statements, management periodically performs obsolescence reviews on slow-moving and excess inventories and reserves are established based on current assessments about future demands and market conditions. Management determines the reserve percentages based on an analysis of stocking levels, historical sales levels and future sales forecasts anticipated for inventory items by product type. The Company’s consolidated inventories, net balance was $146.0 million as of December 31, 2022, which was net of an allowance for slow moving and excess inventory of $75.9 million.

The principal considerations for our determination that performing procedures relating to the allowance for slow moving and excess inventory is a critical audit matter are the significant judgment by management when developing the reserve percentages, which in turn led to a high degree of auditor judgment, subjectivity and effort in performing procedures to evaluate management’s significant assumption that the historical inventory movements are indicative of future sales.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management’s inventory reserve assessment. These procedures also included, among others, evaluating the reasonableness of the significant assumptions used by management in developing the reserve percentages by product type. Evaluating the reasonableness of the assumption that the historical inventory movements are indicative of future sales involved considering the consumption and use of inventory in previous periods, changes in market conditions, and current backlog levels and whether these were consistent with evidence obtained in other areas of the audit.

/s/ PricewaterhouseCoopers LLP
Houston, Texas
March 1, 2023

We have served as the Company’s auditor since 2014.

DRIL-QUIP, INC.

CONSOLIDATED STATEMENTS OF INCOME (LOSS)

	Year Ended December 31,		
	2022	**2021**	**2020**
	(In thousands, except per share data)		
Revenues:			
Products	$ 240,842	$ 213,760	$ 258,834
Services	79,195	74,143	75,577
Leasing	42,033	35,042	30,562
Total revenues	362,070	322,945	364,973
Cost and expenses:			
Cost of sales:			
Products	203,759	178,494	200,758
Services	32,046	33,173	37,449
Leasing	30,130	30,689	31,491
Total cost of sales	265,935	242,356	269,698
Selling, general and administrative	94,206	115,036	95,057
Engineering and product development	11,740	15,104	18,920
Impairments	-	-	7,719
Restructuring and other charges	11,443	78,933	35,380
Gain on sale of property, plant and equipment	(20,019)	(4,482)	(587)
Foreign currency transaction (gain) loss	(3,756)	836	2,345
Total costs and expenses	359,549	447,783	428,532
Operating income (loss)	2,521	(124,838)	(63,559)
Interest income	4,465	575	2,131
Interest expense	(216)	(787)	(621)
Income (loss) before income taxes	6,770	(125,050)	(62,049)
Income tax provision (benefit)	6,327	2,946	(31,281)
Net income (loss)	$ 443	$ (127,996)	$ (30,768)
Income (loss) per common share:			
Basic	$ 0.01	$ (3.62)	$ (0.87)
Diluted	$ 0.01	$ (3.62)	$ (0.87)
Weighted average common shares outstanding:			
Basic	34,237	35,331	35,260
Diluted	34,467	35,331	35,260

The accompanying notes are an integral part of these consolidated financial statements.

DRIL-QUIP, INC.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)

	Year Ended December 31,		
	2022	2021	2020
		(In thousands)	
Net income (loss)	$ 443	$ (127,996)	$ (30,768)
Other comprehensive income (loss), net of tax:			
Foreign currency translation adjustments	(12,024)	(6,874)	(6,148)
Total comprehensive loss	$ (11,581)	$ (134,870)	$ (36,916)

The accompanying notes are an integral part of these consolidated financial statements.

DRIL-QUIP, INC.

CONSOLIDATED BALANCE SHEETS

	December 31,	
	2022	2021
	(In thousands)	
ASSETS		
Current assets:		
Cash and cash equivalents	$ 264,804	$ 355,451
Short-term investments	32,232	-
Trade receivables, net	91,504	100,987
Unbilled receivables	144,428	102,597
Inventories, net	146,004	145,724
Prepaids expenses	19,874	9,624
Other current assets	34,359	31,166
Assets held for sale	19,383	-
Total current assets	752,588	745,549
Operating lease right of use assets	4,872	5,258
Property, plant and equipment, net	181,270	216,200
Deferred income taxes	4,488	11,381
Intangible assets	23,348	26,446
Other assets	5,949	5,592
Total assets	$ 972,515	$ 1,010,426
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 43,019	$ 35,232
Accrued income taxes	4,868	4,102
Contract liabilities	8,020	9,746
Accrued compensation	5,796	6,291
Operating lease liabilities	1,054	1,046
Other accrued liabilities	24,798	37,246
Total current liabilities	87,555	93,663
Deferred income taxes	3,756	3,925
Income tax payable	823	9,627
Operating lease liabilities, long-term	3,807	4,170
Other long-term liabilities	1,658	1,933
Total liabilities	97,599	113,318
Contingencies (Note 14)		
Stockholders' equity:		
Preferred stock: 10,000,000 shares authorized at $0.01 par value (none issued)	-	-
Common stock:		
100,000,000 shares authorized at $0.01 par value, 34,157,057 and 34,774,156 shares issued and outstanding at December 31, 2022 and December 31, 2021	343	352
Additional paid-in capital	90,450	80,254
Retained earnings	952,732	973,087
Accumulated other comprehensive losses	(168,609)	(156,585)
Total stockholders' equity	874,916	897,108
Total liabilities and stockholders' equity	$ 972,515	$ 1,010,426

The accompanying notes are an integral part of these consolidated financial statements.

DRIL-QUIP, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year Ended December 31,		
	2022	**2021**	**2020**
		(In thousands)	
Operating activities			
Net income (loss)	$ 443	$ (127,996)	$ (30,768)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:			
Depreciation and amortization	29,421	30,381	32,389
Stock-based compensation expense	10,363	14,895	12,914
Impairments	-	-	7,719
Restructuring and other charges	7,829	75,214	35,380
Gain on sale of property, plant and equipment	(20,019)	(4,482)	(587)
Deferred income taxes	6,401	(8,701)	4,950
Changes in operating assets and liabilities:			
Trade receivables, net	8,420	13,469	(9,522)
Unbilled receivables	(43,077)	37,721	216
Inventories, net	(1,151)	(5,482)	(28,290)
Prepaids and other assets	(14,466)	10,650	(24,930)
Accounts payable and accrued expenses	(20,768)	3,015	(20,387)
Other, net	(167)	(256)	(172)
Net cash provided by (used in) operating activities	(36,771)	38,428	(21,088)
Investing activities			
Purchase of property, plant and equipment	(18,866)	(9,990)	(11,943)
Proceeds from sale of property, plant and equipment	20,993	6,783	6,315
Purchase of short-term investments	(32,232)	-	-
Net cash used in investing activities	(30,105)	(3,207)	(5,628)
Financing activities			
Repurchase of common shares	(20,807)	(24,191)	(25,000)
Other	(83)	(109)	(183)
Net cash used in financing activities	(20,890)	(24,300)	(25,183)
Effect of exchange rate changes on cash activities	(2,881)	(1,425)	(1,092)
Increase (decrease) in cash and cash equivalents	(90,647)	9,496	(52,991)
Cash and cash equivalents at beginning of year	355,451	345,955	398,946
Cash and cash equivalents at end of year	$ 264,804	$ 355,451	$ 345,955

The accompanying notes are an integral part of these consolidated financial statements.

DRIL-QUIP, INC.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

	Common Stock	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Losses	Total
			(In thousands)		
Balance at December 31, 2019	$ 371	$ 52,870	$ 1,181,023	$ (143,563)	$ 1,090,701
Foreign currency translation adjustment	-	-	-	(6,148)	(6,148)
Net loss	-	-	(30,768)	-	(30,768)
Comprehensive loss	-	-	-	-	(36,916)
Repurchase of common stock (808,389 shares)	(8)	-	(24,992)	-	(25,000)
Payroll taxes for shares withheld	-	(171)	-	-	(171)
Stock-based compensation expense	-	12,914	-	-	12,914
Balance at December 31, 2020	363	65,613	1,125,263	(149,711)	1,041,528
Foreign currency translation adjustment	-	-	-	(6,874)	(6,874)
Net loss	-	-	(127,996)	-	(127,996)
Comprehensive loss	-	-	-	-	(134,870)
Repurchase of common stock (1,109,187 shares)	(11)	-	(24,180)	-	(24,191)
Payroll taxes for shares withheld	-	(254)	-	-	(254)
Stock-based compensation expense	-	14,895	-	-	14,895
Balance at December 31, 2021	352	80,254	973,087	(156,585)	897,108
Foreign currency translation adjustment	-	-	-	(12,024)	(12,024)
Net income	-	-	443	-	443
Comprehensive loss	-	-		-	(11,581)
Repurchase of common stock (888,197 shares)	(9)	-	(20,798)	-	(20,807)
Payroll taxes for shares withheld	-	(167)	-	-	(167)
Stock-based compensation expense	-	10,363	-	-	10,363
Balance at December 31, 2022	$ 343	$ 90,450	$ 952,732	$ (168,609)	$ 874,916

The accompanying notes are an integral part of these consolidated financial statements.

DRIL-QUIP, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Organization

Dril-Quip, Inc., a Delaware corporation (the “Company” or “Dril-Quip”), designs, manufactures, sells and services highly engineered drilling and production equipment for both offshore and onshore applications. The Company’s principal products consist of subsea and surface wellheads, subsea and surface production trees, mudline hanger systems, specialty connectors and associated pipe, drilling and production riser systems, liner hangers, wellhead connectors, diverters and safety valves. Dril-Quip’s products are used by major integrated, large independent and foreign national oil and gas companies and drilling contractors throughout the world. Dril-Quip also provides technical advisory assistance on an as-requested basis during installation of its products, as well as rework and reconditioning services for customer-owned Dril-Quip products. In addition, Dril-Quip’s customers may rent or purchase running tools from the Company for use in the installation and retrieval of the Company’s products.

The Company’s operations are organized into three geographic segments — Western Hemisphere (including North and South America; headquartered in Houston, Texas), Eastern Hemisphere (including Europe and Africa; headquartered in Aberdeen, Scotland) and Asia-Pacific (including the Pacific Rim, Southeast Asia, Australia, India and the Middle East; headquartered in Singapore). Each of these segments sells similar products and services, and the Company has manufacturing facilities in all three of its regional headquarter locations, as well as in Macae, Brazil. The Company’s major subsidiaries are Dril-Quip (Europe) Limited, located in Aberdeen with branches in Azerbaijan, Denmark, Norway and Holland; Dril-Quip Asia-Pacific PTE Ltd., located in Singapore; and Dril-Quip do Brasil LTDA, located in Macae, Brazil. Other operating subsidiaries include TIW Corporation (TIW), located in Houston, Texas; DQ Holdings Pty. Ltd., located in Perth, Australia; Dril-Quip Cross (Ghana) Ltd., located in Takoradi, Ghana; PT DQ Oilfield Services Indonesia, located in Jakarta, Indonesia; Dril-Quip Egypt for Petroleum Services S.A.E., located in Alexandria, Egypt; Dril-Quip TIW Saudi Arabia Limited, located in Dammam, Kingdom of Saudi Arabia; Dril-Quip Oilfield Services (Tianjin) Co. Ltd., located in Tianjin, China, with branches in Shenzhen and Beijing, China; Dril-Quip Qatar LLC, located in Doha, Qatar; Dril-Quip TIW Mexico S. de R.L.C.V., located in Villahermosa, Mexico; Dril-Quip Venezuela S.C.A., located in Anaco, Venezuela and with a registered branch located in Ecuador; TIW (UK) Limited, located in Aberdeen, Scotland; and TIW International LLC, with a registered branch located in Singapore.

For a listing of all of Dril-Quip’s subsidiaries, please see Exhibit 21.1 to this report.

2. Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its subsidiaries. All material intercompany accounts and transactions have been eliminated.

Certain prior year amounts have been reclassified to conform to the current year presentation on the Consolidated Statements of Income (Loss), Consolidated Balance Sheets and the Consolidated Statements of Cash Flows.

Reclassifications. We reclassified approximately $9.6 million of prepaid expenses for the year ended December 31, 2021 from 'Prepaids and other current assets' to 'Prepaid expenses'. This reclassification to the prior period was made to conform to the current period presentation and did not have an impact on our Consolidated Statements of Income (Loss), Consolidated Balance Sheets, Consolidated Statements of Comprehensive Income (Loss), Consolidated Statements of Stockholders’ Equity and Consolidated Statements of Cash Flows.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and disclosure of contingent assets as of the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Some of the Company’s more significant estimates are those affected by critical accounting policies for revenue recognition and slow moving and excess inventories.

Cash and Cash Equivalents

Short-term investments that have a maturity of three months or less from the date of purchase are classified as cash equivalents. The Company invests excess cash in interest bearing accounts, money market mutual funds and funds which invest in U.S. Treasury obligations and repurchase agreements backed by U.S. Treasury obligations. The Company's investment objectives continue to be the preservation of capital and the maintenance of liquidity.

Short-term investments

Short-term investments that have a maturity greater than three months and less than a year from the date of purchase are comprised primarily of time deposits, certificates of deposit, commercial paper, bonds and notes, substantially all of which are denominated in U.S. dollars and are stated at cost plus accrued interest, which approximates fair value. The Company expects to hold all of its Short-term investments to maturity.

For purposes of the Consolidated Financial Statements, the Company does not consider Short-term investments to be cash equivalents.

Trade Receivables

The Company maintains an allowance for doubtful accounts on trade receivables equal to amounts estimated to be uncollectible. This estimate is based upon historical collection experience combined with a specific review of each customer's outstanding trade receivable balance. The allowance estimate includes expected recoveries of amounts previously written off and expected to be written off in the valuation account. Management believes that the allowance for doubtful accounts is adequate; however, actual write-offs may exceed the recorded allowance.

Inventories

Inventory costs are determined principally by the use of the first-in, first-out (FIFO) costing method and are stated at the lower of cost or net realizable value. Inventory purchased from third-party vendors is principally valued at the weighted average cost. Company manufactured inventory is valued principally using standard costs, which are calculated based upon direct costs incurred and overhead allocations to approximate actual costs.

Inventory Reserves

Periodically, obsolescence reviews are performed on slow moving and excess inventories and reserves are established based on current assessments about future demands and market conditions. The Company determines the reserve percentages based on an analysis of stocking levels, historical sales levels and future sales forecasts anticipated for inventory items by product type. The inventory values have been reduced by a reserve for slow moving, excess and obsolete inventories of $75.9 million and $129.0 million as of December 31, 2022 and 2021, respectively. If market conditions are less favorable than those projected by management, additional inventory reserves may be required.

Property, Plant and Equipment

Property, plant and equipment are carried at cost, with depreciation provided on a straight-line basis over their estimated useful lives. We capitalize costs incurred to enhance, improve and extend the useful lives of our property and equipment and expense costs incurred to repair and maintain the existing condition of our assets.

Goodwill and intangible assets

For goodwill and intangible assets, an assessment for impairment is performed annually or when there is an indication an impairment may have occurred. Goodwill is not amortized but rather tested for impairment annually on October 1 or when events occur or circumstances change that would trigger such a review. The impairment test entails an assessment of qualitative factors to determine whether it is more likely than not that an impairment exists. If it is more likely than not that an impairment exists, then a quantitative impairment test is performed. Impairment exists when the carrying amount of a reporting unit exceeds its fair value.

In March 2020, the overall offshore market conditions declined primarily due to the outbreak of the COVID-19 pandemic and the developments in the global oil markets. This decline was evidenced by lower commodity prices, decline in expected offshore rig counts, decrease in our customers' capital budgets and potential contract delays. As a result, an interim goodwill impairment analysis was performed in connection with the preparation and review of financial statements during the first quarter of 2020. Based on this analysis, we fully impaired our goodwill balance of $7.7 million, all of which was in the Eastern Hemisphere reporting unit. These charges are reflected as "Impairments" in our Consolidated Statements of Income (Loss).

Impairment of Long-Lived Assets

Long-lived assets, including property, plant and equipment, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If the carrying amount of an asset exceeds the estimated undiscounted future cash flows expected to be generated by the asset, an impairment charge is recognized by reflecting the asset at its fair value. We review the recoverability of the carrying value of our assets based upon estimated future cash flows while taking into consideration assumptions and estimates, including the future use of the asset, remaining useful life of the asset and service potential of the asset.

Restructuring and other charges

Restructuring and other charges consist of costs associated with our 2021 global strategic plan initiated in the fourth quarter of 2021, in an effort to realign our subsea product business with the market conditions. Prior to the 2021 global strategic plan, restructuring and other charges were incurred as part of the 2018 global strategic plan, initiated to realign our manufacturing facilities globally and which concluded as of the third quarter of 2021. These charges are reflected as “Restructuring and other charges” in our Consolidated Statements of Income (Loss).

Income Taxes

The Company accounts for income taxes using the asset and liability method. Current income taxes are provided on income reported for financial statement purposes, adjusted for transactions that do not enter into the computation of income taxes payable in the same year. Deferred tax assets and liabilities are measured using enacted tax rates for the expected future tax consequences of temporary differences between the carrying amounts and the tax basis of assets and liabilities. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. Valuation allowances are established when necessary to reduce deferred income tax assets to the amounts that are expected more likely than not to be realized in the future. The Company classifies interest and penalties related to uncertain tax positions as income taxes in its financial statements.

Revenue Recognition

Product revenues

The Company recognizes product revenues from two methods:

- product revenues are recognized over time as control is transferred to the customer; and
- product revenues from the sale of products that do not qualify for the over time method are recognized as point in time.

Revenues recognized under the over time method

The Company uses the over time method on long-term project contracts that have the following characteristics:

- the contracts call for products which are designed to customer specifications;
- the structural designs are unique and require significant engineering and manufacturing efforts generally requiring more than one year in duration;
- the contracts contain specific terms as to milestones, progress billings and delivery dates;
- product requirements cannot be filled directly from the Company’s standard inventory; and
- The Company has an enforceable right to payment for any work completed to date and the enforceable payment includes a reasonable profit margin.

For each project, the Company prepares a detailed analysis of estimated costs, profit margin, completion date and risk factors which include availability of material, production efficiencies and other factors that may impact the project. On a quarterly basis, management reviews the progress of each project, which may result in revisions of previous estimates, including revenue recognition. The Company calculates the percentage complete and applies the percentage to determine the revenues earned and the appropriate portion of total estimated costs to be recognized. Losses, if any, are recorded in full in the period they become known. Historically, the Company’s estimates of total costs and costs to complete have approximated actual costs incurred to complete the project.

Under the over time method, billings may not correlate directly to the revenue recognized. Based upon the terms of the specific contract, billings may be in excess of the revenue recognized, in which case the amounts are included in customer prepayments as a liability on the Consolidated Balance Sheets. Likewise, revenue recognized may exceed customer billings in which case the amounts are reported in unbilled receivables. Unbilled revenues are expected to be billed and collected within one year. At December 31, 2022 and 2021, unbilled receivables included $92.6 million and $58.7 million of unbilled receivables related to products accounted for using the over time method of accounting, respectively. For the year ended December 31, 2022, there were 79 projects representing approximately 34.7% of the Company’s total revenues and approximately 52.1% of its product revenues, and 54 projects during 2021 representing approximately 21.7% of the Company’s total revenues and approximately 32.7% of its product revenues, which were accounted for using over time method of accounting.

Revenues recognized under the point in time method

Revenues from the sale of standard inventory products, not accounted for under the over time method, are recorded at the point in time that the customer obtains control of the promised asset and the Company satisfies its performance obligation. This point in time recognition aligns with when the product is available to the customer, which is when the Company typically has a present right to payment, title transfers to the customer, the customer or its carrier has physical possession and the customer has significant risks and rewards of ownership. The Company may provide product storage to some customers. Revenues for these products are recognized at the point in time that control of the product transfers to the customer, the reason for storage is requested by the customer, the product is separately identified, the product is ready for physical transfer to the customer and the Company does not have the ability to use or direct the use of the product. This point in time typically occurs when the products are moved to storage. We receive payment after control of the products has transferred to the customer.

Service revenues

The Company recognizes service revenues from two sources:

- technical advisory assistance; and
- rework and reconditioning of customer-owned Dril-Quip products.

The Company generally does not install products for its customers, but it does provide technical advisory assistance.

The Company normally negotiates contracts for products, including those accounted for under the over time method, and services separately. For all product sales, it is the customer’s decision as to the timing of the product installation as well as whether Dril-Quip running tools will be purchased or rented. Furthermore, the customer is under no obligation to utilize the Company’s technical advisory assistance services. The customer may use a third party or their own personnel. The contracts for these services are typically considered day-to-day.

Rework and reconditioning service revenues are recorded using the over time method based on the remaining steps that need to be completed as the refurbishment process is performed. The measurement of progress considers, among other things, the time necessary for completion of each step in the reconditioning plan, the materials to be purchased, labor and ordering procedures. We receive payment after the services have been performed by billing customers periodically (typically monthly).

Leasing revenues

The Company earns leasing revenues from the rental of running tools. Revenues from rental of running tools are recognized within leasing revenues on a day rate basis over the lease term, which is generally between one to three months.

Practical Expedients

As permitted under Accounting Standards Update (ASU) 2016-02 “Leases (Topic 842),” we elected the package of practical expedients permitted under the transition guidance which, among other things, allows companies to carry forward their historical lease classification.

Foreign Currency

The financial statements of foreign subsidiaries are translated into U.S. dollars at period-end exchange rates except for revenues and expenses, which are translated at average monthly rates. Translation adjustments are reflected as a separate component of stockholders’ equity and have no effect on current earnings or cash flows.

Foreign currency exchange transactions are recorded using the exchange rate at the date of the settlement. The Company had, net of income taxes, a transaction gain of $3.0 million in 2022, a transaction loss of $0.7 million in 2021 and a transaction loss of $1.9 million in 2020.

Fair Value of Financial Instruments

The Company's financial instruments consist primarily of cash and cash equivalents, short-term investments, receivables and payables. The carrying values of these financial instruments approximate their respective fair values as they are short-term in nature.

Concentration of Credit Risk

Financial instruments which subject the Company to concentrations of credit risk primarily include trade receivables. The Company grants credit to its customers, which operate primarily in the oil and gas industry. The Company performs periodic credit evaluations of its customers' financial condition and generally does not require collateral. The Company maintains reserves for potential losses, and actual losses have historically been within management's expectations.

In addition, the Company invests excess cash in interest bearing accounts, money market mutual funds and funds which invest in obligations of the U.S. Treasury and repurchase agreements backed by U.S. Treasury obligations. Changes in the financial markets and interest rates could affect the interest earned on short-term investments.

Earnings Per Share

Basic earnings per common share is computed by dividing net income by the weighted average number of shares of common stock outstanding during the period. Diluted earnings per common share is computed considering the dilutive effect of stock options and awards using the treasury stock method.

3. Revenue Recognition

Revenues from contracts with customers (excludes leasing) consisted of the following:

	Twelve Months Ended December 31, 2022			
	Western Hemisphere	**Eastern Hemisphere**	**Asia-Pacific**	**Total**
	(In thousands)			
Product Revenues	$ 152,941	$ 49,641	$ 38,260	$ 240,842
Service Revenues	55,183	13,398	10,614	79,195
Total	$ 208,124	$ 63,039	$ 48,874	$ 320,037

	Twelve Months Ended December 31, 2021			
	Western Hemisphere	**Eastern Hemisphere**	**Asia-Pacific**	**Total**
	(In thousands)			
Product Revenues	$ 146,609	$ 34,912	$ 32,239	$ 213,760
Service Revenues	45,680	10,268	18,195	74,143
Total	$ 192,289	$ 45,180	$ 50,434	$ 287,903

	Twelve Months Ended December 31, 2020			
	Western Hemisphere	**Eastern Hemisphere**	**Asia-Pacific**	**Total**
	(In thousands)			
Product Revenues	$ 151,351	$ 56,038	$ 51,445	$ 258,834
Service Revenues	45,536	14,332	15,709	75,577
Total	$ 196,887	$ 70,370	$ 67,154	$ 334,411

Contract Balances

Balances related to contracts with customers consisted of the following:

Contract Assets (amounts shown in thousands)

Contract Assets at December 31, 2021	$	97,716
Additions		139,456
Transfers to Accounts Receivable		(98,580)
Contract Assets at December 31, 2022	$	138,592

Contract Liabilities (amounts shown in thousands)

Contract Liabilities at December 31, 2021	$	9,222
Additions		2,800
Revenue Recognized		(5,198)
Contract Liabilities at December 31, 2022	$	6,824

Contract asset receivables were $138.6 million and $97.7 million for the years ended December 31, 2022 and 2021, respectively. Contract assets include unbilled accounts receivable associated with contracts accounted for under the over time accounting method which were approximately $92.6 million and $58.7 million at December 31, 2022 and 2021, respectively. Unbilled contract assets are transferred to the trade receivables, net, when the rights become unconditional. The contract liabilities primarily relate to advance payments from customers.

Obligations for returns and refunds were considered immaterial as of December 31, 2022.

Remaining Performance Obligations

The aggregate amount of the transaction price allocated to remaining performance obligations from our over time product lines was $75.1 million as of December 31, 2022. The Company expects to recognize revenue on approximately 79.7% of the remaining performance obligations over the next 12 months and the remaining 20.3% thereafter.

The Company applies the practical expedient available under the new revenue standard and does not disclose information about remaining performance obligations that have original expected durations of one year or less.

4. Inventories, net

Inventories consist of the following:

	December 31,	
	2022	2021
	(In thousands)	
Raw materials and supplies	$ 29,995	$ 27,398
Work in progress	41,700	28,361
Finished goods	150,170	218,946
	221,865	274,705
Less: allowance for slow moving and excess inventory	(75,861)	(128,981)
Total inventory	$ 146,004	$ 145,724

5. Assets Held for Sale

In the second quarter of 2022, the Company actively marketed for sale its corporate administrative building, forge facilities and aftermarket facilities in connection with the consolidation of its operations into a smaller footprint at its campus in Houston, Texas. In September 2022, we sold our forge facility for a net amount of approximately $18.9 million. The Company expects to sell the remaining two facilities within a year.

In accordance with the applicable accounting guidance, FASB ASC 360-10-45-9, the Company reclassified the buildings' net carrying amount from Property, plant and equipment, net, to Assets held for sale on the Consolidated Balance Sheets at December 31, 2022. Of the $19.4 million classified as Assets Held for Sale, $10.8 million was held in DQ Corporate and $8.6 million in the Western Hemisphere. We wrote down approximately $3.2 million in the year ended December 31, 2022 to reflect the net carrying amount of the corporate administrative building assets to their estimated fair value, less estimated costs to sell the building. The long-lived asset write-downs are included in the "Restructuring and other charges" line item of the Consolidated Statements of Income (Loss) for the year ended December 31, 2022.

6. Property, Plant and Equipment, net

Property, plant and equipment consists of:

	Estimated Useful Lives	December 31, 2022	December 31, 2021
		(In thousands)	
Land improvements	10-25 years	$ 7,240	$ 7,374
Buildings	15-40 years	169,315	206,037
Machinery, equipment and other	3-10 years	385,745	398,995
		562,300	612,406
Less accumulated depreciation		(410,850)	(419,834)
		151,450	192,572
Land		9,858	12,261
Construction work in process		19,962	11,367
Total property, plant and equipment		$ 181,270	$ 216,200

Depreciation expense totaled $26.6 million, $27.2 million and $28.7 million for 2022, 2021 and 2020, respectively.

7. Restructuring and Other Charges

Restructuring and other charges consist of costs associated with our 2021 global strategic plan initiated in the fourth quarter of 2021, in an effort to realign our subsea product business with the market conditions. Prior to the 2021 global strategic plan, restructuring and other charges were incurred as part of the 2018 global strategic plan, initiated to realign our manufacturing facilities globally and which concluded as of the third quarter of 2021. During 2022, the Company incurred $11.4 million of additional costs under the 2021 global strategic plan. These charges were primarily related to write-downs of long-lived assets, severance and other charges. Long-lived asset write-downs consisted of $3.2 million for the Houston corporate administrative building and $2.5 million for obsolete machinery and equipment. Other charges totaled $4.8 million and consisted of consulting and legal fees, office moves, site cleanup and preparation costs. Severance charges totaled approximately $0.9 million for the year.

During 2021, the Company incurred restructuring charges under the 2018 global strategic plan as we exited from certain underperforming countries and markets and shifted from manufacturing in-house to a vendor outsourcing model which resulted in inventory write-downs of approximately $19.3 million, severance charges of $2.7 million and other charges of $4.0 million, consisting of facilities-related market exit costs and consulting fees. Additionally, as part of the 2021 global strategic plan we discontinued certain product categories which resulted in inventory write-downs, long-lived asset write-downs and severance charges of approximately $47.7 million, $4.2 million, and $1.0 million, respectively, during the fourth quarter of 2021.

During 2020, the overall offshore market conditions declined as a result of the COVID-19 pandemic and developments in global oil markets and decreases in our customers' capital budgets. As such, we incurred additional costs under our existing 2018 global strategic plan to realign our manufacturing facilities globally. We incurred restructuring and other charges of $35.4 million related to non-cash inventory write-downs, severance, long-lived asset write-downs and other charges of approximately $17.3 million, $8.4 million, $8.3 million, and $1.4 million, respectively, for the year ended December 31, 2020. Other charges consisted primarily of professional fees related to the global strategic plan.

The following table summarizes the components of charges included in "Restructuring and other charges" in our Consolidated Statements of Income (Loss) for the year ended December 31, 2022, 2021 and 2020 (in thousands):

	Year Ended		
	December 31, 2022	**December 31, 2021**	**December 31, 2020**
Inventory write-down	$ -	$ 66,910	$ 17,272
Severance	951	3,760	8,462
Long-lived asset write-down	5,678	4,240	8,269
Other	4,814	4,023	1,377
	$ 11,443	$ 78,933	$ 35,380

The following table summarizes the changes to our accrued liability balances related to restructuring and other charges as of December 30, 2022 (in thousands):

	December 31, 2022
Balance at January 1, 2022	$ 4,000
Additions for costs expensed	5,765
Reductions for payments	(5,968)
Other	5
Ending balance at December 31, 2022	$ 3,802

8. Intangible Assets

Intangible assets, the majority of which were acquired in the acquisition of TIW and OilPatch Technologies (OPT), consist of the following:

	Estimated Useful Lives	**2022**			
		Gross Book Value	**Accumulated Amortization**	**Foreign Currency Translation**	**Net Book Value**
		(In thousands)			
Trademarks	15 years	$ 8,233	$ (2,118)	$ (79)	$ 6,036
Patents	15 - 30 years	6,055	(3,699)	-	2,356
Customer relationships	5 - 15 years	26,028	(10,878)	(234)	14,916
Organizational Costs	3 years	183	(131)	(12)	40
		$ 40,499	$ (16,826)	$ (325)	$ 23,348

	Estimated Useful Lives	2021			
		Gross Book Value	Accumulated Amortization	Foreign Currency Translation	Net Book Value
		(In thousands)			
Trademarks	15 years	$ 8,257	$ (1,579)	$ (23)	$ 6,655
Patents	15 - 30 years	6,058	(3,285)	(1)	2,772
Customer relationships	5 - 15 years	26,078	(9,128)	(38)	16,912
Organizational costs	3 years	185	(76)	(2)	107
		$ 40,578	$ (14,068)	$ (64)	$ 26,446

Amortization expense was $2.8 million, $3.0 million, $3.0 million, respectively for each of the years 2022, 2021 and 2020. Based on the carrying value of intangible assets at December 31, 2022, amortization expense for the subsequent five years is estimated to be as follows: 2023 — $2.8 million; 2024 — $2.7 million; 2025 — $2.7 million; 2026 — $2.7 million; and 2027 — $2.5 million.

9. Leases and Lease Commitments

We lease facilities related to sales and service, manufacturing, reconditioning, certain office spaces, apartments and warehouse, all of which we classify as operating leases. In addition, we also lease certain office equipment and vehicles, which we classify as financing leases. Leases with an initial term of 12 months or less are not recorded on the Company's Consolidated Balance Sheets; short-term lease expense for the twelve months ended December 31, 2022 was approximately $0.6 million.

Most leases include one or more options to renew, with renewal terms that can extend the lease term on a monthly, annual or longer basis. The exercise of lease renewal options is at the Company's sole discretion. Certain leases also include options to purchase the leased property. The depreciable life of assets and leasehold improvements is limited by the expected lease term unless there is a transfer of title or purchase option that is reasonably certain of being exercised.

Certain lease agreements include rental payments adjusted periodically for inflation. Our lease agreements do not contain any material residual value guarantees or material restrictive covenants.

	Classification	December 31, 2022 (In thousands)	December 31, 2021 (In thousands)
Assets			
Operating	Operating lease right of use assets	$ 4,872	$ 5,258
Finance	Other assets	132	164
Total lease assets		$ 5,004	$ 5,422
Liabilities			
Current			
Operating	Operating lease liabilities	$ 1,054	$ 1,046
Finance	Other accrued liabilities	43	127
Noncurrent			
Operating	Operating lease liabilities, long-term	3,807	4,170
Finance	Other long-term liabilities	98	52
Total lease liabilities		$ 5,002	$ 5,395

As most of our leases do not provide an implicit rate, we use our incremental borrowing rate.

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Our lease costs are as follows:

	Classification	Twelve Months Ended December 31, 2022 (In thousands)	December 31, 2021 (In thousands)	December 31, 2020 (In thousands)
Operating lease cost	Selling, general and administrative	$ 1,910	$ 1,602	$ 1,617
Short-term lease costs	Selling, general and administrative	621	1,296	2,173
Amortization of leased assets	Selling, general and administrative	86	114	186
Interest on lease liabilities	Net interest expense	11	59	14
Total lease cost		$ 2,628	$ 3,071	$ 3,990

The Company leases certain offices, shop and warehouse facilities, automobiles and equipment. Total lease expense incurred was $2.5 million, $2.9 million, and $3.8 million in 2022, 2021 and 2020, respectively. The five year and beyond maturity of our lease obligations is presented below:

	Twelve months ended December 31, 2022		
	Operating Leases	Finance Leases	Total
		(In thousands)	
2023	$ 1,241	$ 48	$ 1,289
2024	721	43	764
2025	510	24	534
2026	478	35	513
2027	478	-	478
After 2027	2,820	-	2,820
Total lease payments	6,248	150	6,398
Less: interest	1,387	9	1,396
Present value of lease liabilities	$ 4,861	$ 141	$ 5,002

The lease term and discount rate for our operating and finance leases is as follows:

	December 31, 2022
Weighted average remaining lease term (years)	
Operating leases	10.7
Finance leases	3.4
Weighted average discount rate	
Operating leases	5.1 %
Finance leases	4.4 %

We had no material non-cash financing or operating leases entered into during the twelve months ended December 31, 2022.

Other information pertaining to our lease obligations is as follows:

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	December 31, 2022	December 31, 2021	December 31, 2020
	(In thousands)	(In thousands)	(In thousands)
Other Information			
Cash paid for amounts included in the measurement of lease liabilities			
Operating cash flows from operating leases	$ 1,949	$ 1,591	$ 1,615
Operating cash flows from finance leases	11	59	16
Financing cash flows from finance leases	83	109	183

10. Income Taxes

Income (loss) before income taxes consisted of the following:

	Year Ended December 31,		
	2022	2021	2020
	(In thousands)		
Domestic	$ (33,082)	$ (135,403)	$ (76,056)
Foreign	39,852	10,353	14,007
Total	$ 6,770	$ (125,050)	$ (62,049)

The income tax provision (benefit) consists of the following:

	Year Ended December 31,		
	2022	2021	2020
	(In thousands)		
Current:			
Federal	$ (8,632)	$ 833	$ (44,752)
Foreign	8,635	10,579	8,454
Total current	3	11,412	(36,298)
Deferred:			
Federal	(289)	(56)	-
Foreign	6,613	(8,410)	5,017
Total deferred	6,324	(8,466)	5,017
Total	$ 6,327	$ 2,946	$ (31,281)

The Company’s effective income tax rate fluctuates from the U.S. statutory tax rate based on, among other factors, changes in pretax income in jurisdictions with varying statutory tax rates, impact of valuation allowances, changes in tax legislation, and other

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permanent differences related to the recognition of income and expense between U.S. GAAP and applicable tax rules. The difference between the effective income tax rate reflected in the provision for income taxes and the U.S. federal statutory rate was as follows:

	Year Ended December 31,		
	2022	2021	2020
Federal income tax statutory rate	21.00 %	21.00 %	21.00 %
CARES Act NOL rate differential (2019 and 2020)	-	-	32.60
Change in withholding tax reserve	(3.14)	0.79	(5.15)
Foreign income tax rate differential	21.89	-	(1.03)
Foreign development tax incentive	8.56	(0.24)	(0.38)
Nondeductible goodwill impairment	-	-	(2.42)
Exempt income	(3.16)	0.54	1.25
Foreign taxes and inclusions (net of FTC)	57.41	(1.15)	(9.26)
Nondeductible expenses	26.90	(2.82)	(5.35)
Manufacturing benefit	-	-	(7.32)
Change in valuation allowance	234.01	(21.87)	28.26
Changes to prior year accruals	26.09	0.23	(3.15)
Deferred tax rate change	0.53	0.11	(0.10)
Change in uncertain tax positions	(292.09)	(0.19)	(0.83)
Interest on net equity	-	0.41	-
General business credits	(9.66)	1.31	2.32
Branch income	6.90	(0.29)	(0.31)
Other	(1.78)	(0.19)	0.28
Effective tax rate	93.46 %	-2.36 %	50.41 %

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of the Company’s net deferred tax assets (liabilities) are as follows:

	As of December 31,	
	2022	2021
	(In thousands)	
Deferred tax assets:		
Foreign tax credit carryforward	$ 17,577	$ 9,190
General business credit carryforward	7,053	3,853
Inventory	9,564	22,178
Net operating losses	32,278	21,348
Allowance for doubtful accounts	970	1,043
Reserve for accrued liabilities	2,769	3,161
Stock options and awards	904	868
Unrealized gain/loss	810	1,217
Disallowed interest carryforward	2,662	2,071
Capitalized R&D costs	3,282	-
Other	820	221
Total deferred tax assets	78,689	65,150
Valuation allowance	(59,952)	(44,235)
Deferred tax liabilities:		
Property, plant and equipment	(7,652)	(7,233)
Goodwill & Intangibles	(1,519)	(1,796)
Deferred revenue	(2,728)	(1,258)
Reserve for unremitted earnings	(2,244)	(2,586)
Other	(3,862)	(586)
Total deferred tax liability	(18,005)	(13,459)
Net deferred tax asset	$ 732	$ 7,456

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The Company has $17.6 million of excess foreign tax credits of which $14.2 million will expire in years ending 2024-2032 and $3.4 million are carried forward indefinitely. The Company has $7.1 million of general business credits which expire in tax years ending 2037-2042.

Tax operating loss carryforwards totaled $150.4 million (gross) at December 31, 2022. These operating losses will expire as shown in the table below.

Tax operating losses (in thousands)	Expiration
$ 2,176	2022-2027
1,449	2028-2034
1,797	2035-2040
144,939	Indefinite
$ 150,361	

The United States gross loss carryforwards of approximately $138.8 million, includes $137.7 million of losses which are indefinite.

In assessing the realizability of our deferred tax assets, the Company has assessed whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. In making this determination, the Company considered taxable income in prior years, if carryback is permitted, the scheduled reversal of deferred tax liabilities, projected future taxable income and tax planning strategies. The Company has a three-year cumulative loss at December 31, 2022 in the United States and certain foreign jurisdictions and has recorded a valuation allowance at December 31, 2022 of $60.0 million against deferred tax assets in those jurisdictions.

The Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) was enacted on March 27, 2020 and includes tax relief provisions and incentives for businesses impacted by COVID-19. The CARES Act includes provisions relating to net operating loss carryback (“NOLs”) periods. The Company has $15.8 million in outstanding NOL carryback claims as of December 31, 2022 including the estimated carryback claim relating to the 2020 tax year, which is reflected in “Other current assets” on the Consolidated Balance Sheets. The Company expects to receive carryback claims by the end of 2023.

As the Company no longer asserts the indefinite reinvestment assertion, we maintain a deferred foreign tax liability, which had a balance of $2.2 million as of December 31, 2022. It is primarily related to estimated foreign withholding tax associated with repatriating all non-U.S. earnings back to the United States.

U.S. Tax Reform subjects a U.S. shareholder to tax on Global Intangible Low-Taxed Income (GILTI). We have elected to account for GILTI in the year that the tax is incurred as a period expense.

The Company operates in multiple jurisdictions with complex tax and regulatory environments and our tax returns are periodically audited or subjected to review by tax authorities. We monitor tax law changes and the potential impact to our results of operations.

The Company evaluates uncertain tax positions for recognition and measurement in the consolidated financial statements. To recognize a tax position, the Company determines whether it is more likely than not that the tax positions will be sustained upon examination, including resolution of any related appeals or litigation, based on the technical merits of the position. A tax position that meets the more likely than not threshold is measured to determine the amount of benefit to be recognized in the consolidated financial statements. The amount of tax benefit recognized with respect to any tax position is measured as the largest amount of benefit that is greater than 50 percent likely of being realized upon settlement. The Company had an accrual for uncertain tax position of $0.6 million at December 31, 2022 due to uncertainty in tax positions taken in the U.S. and certain foreign tax jurisdictions. The tax years which remain subject to examination by major tax jurisdictions are the years ended March 31, 2016 through December 31, 2022.

A reconciliation of the beginning and ending amount of liabilities associated with uncertain tax positions is as follows:

	2022	2021	2020
		(In thousands)	
Balance at beginning of year	$ 18,618	$ 18,665	$ 18,665
Additions for tax positions related to the current year	482	3	3
Reductions for tax positions related to the prior year	(18,469)	(50)	(3)
Balance at end of year	$ 631	$ 18,618	$ 18,665

The amounts above exclude accrued interest and penalties of $0.2 million, $2.4 million and $2.1 million at December 31, 2022, 2021 and 2020 respectively. The Company classifies interest and penalties relating to uncertain tax positions within “Income tax provision (benefit)” in the Consolidated Statements of Income (Loss).

It is reasonably possible that the Company’s existing liabilities for unrecognized tax benefits may increase or decrease in the year ending December 31, 2022, primarily due to the progression of any audits and the expiration of statutes of limitation. However, the Company cannot reasonably estimate a range of potential changes in its existing liabilities for unrecognized tax benefits due to various uncertainties, such as the unresolved nature of any possible audits. As of December 31, 2022, if recognized, $0.6 million of the Company’s unrecognized tax benefits would favorably impact the effective tax rate.

The Company paid net income taxes of $1.3 million in 2022, paid net income taxes of $2.0 million and received net income tax refund of $18.2 million in 2021 and 2020, respectively.

11. Other Accrued Liabilities

Current other accrued liabilities consist of the following:

	December 31,	
	2022	2021
	(In thousands)	
Accrued vendor costs	$ 4,357	$ 13,359
Property, sales and other taxes	4,341	5,911
Commissions payable	1,289	1,450
Payroll taxes	2,521	3,621
Accrued restructuring costs	2,812	3,000
Accrued severance	990	1,001
Accrued bonus	5,500	5,700
Other	2,988	3,204
Total	$ 24,798	$ 37,246

12. Employee Benefit Plans

The Company sponsors a defined-contribution (cash balance) 401(k) plan covering domestic employees and a defined-contribution pension plan covering certain foreign employees. The Company generally makes contributions to the plans equal to each participant’s eligible contributions for the plan year up to a specified percentage of the participant’s annual compensation. The Company’s contribution expense under these plans was $2.8 million, $1.0 million and $2.5 million in 2022, 2021 and 2020, respectively.

13. Credit Facility

The Company’s ABL Credit Facility, dated February 23, 2018, as amended, was terminated effective February 22, 2022. In addition, we opened a new cash collateral account with JPMorgan Chase Bank, N.A., in which cash was transferred to facilitate our existing letters of credit. As of December 31, 2022, the cash balance in that account was approximately $5.4 million. The Company is required to maintain a balance equal to the outstanding letters of credit plus 5% at all times, which is considered as restricted cash and is included in “Cash and cash equivalents” in our consolidated balance sheets as at December 31, 2022 and December 31, 2021. Withdrawals from this cash collateral account are only allowed at such point that a given letter of credit has expired or has been cancelled.

14. Contingencies

Brazilian Tax Issue

From 2002 to 2007, the Company's Brazilian subsidiary imported goods through, and paid taxes on such imports to, the State of Espirito Santo in Brazil. Upon the final sale of these goods, the Company's Brazilian subsidiary collected taxes from customers and remitted them to the State of Rio de Janeiro net of the taxes paid on importation of those goods to the State of Espirito Santo in accordance with the Company's understanding of Brazilian tax laws. In December 2010 and January 2011, the Company's Brazilian subsidiary was served with two assessments totaling approximately $13.0 million from the State of Rio de Janeiro to cancel the credits associated with the tax payments to the State of Espirito Santo on the importation of goods from July 2005 to October 2007. The Company's Brazilian subsidiary objected to these assessments and filed appeals with a State of Rio de Janeiro judicial court to annul both of these tax assessments.

In the first quarter of 2021, the relevant governmental agencies of the State of Rio de Janeiro authorized an amnesty program with interest discounts and reduced fines. The Company's Brazilian subsidiary elected to participate in this amnesty program and recorded the settlement amount of approximately $2.1 million as of March 31, 2021. As a result of settling these tax assessments with the relevant governmental agencies pursuant to the amnesty program, the security amounts previously deposited with the court totaling approximately $6 million at current exchange rates were returned to our Brazilian subsidiary during the second and third quarter of 2021.

FMC Technologies Lawsuit

On October 5, 2020, FMC Technologies, Inc. ("FMC") sued the Company alleging misappropriation of trade secrets and sought money damages and injunctive relief in the 127th District Court of Harris County in an action styled FMC Technologies, Inc. v. Richard Murphy and Dril-Quip, Inc., Cause No. 2020-63081. FMC alleged that its former employee communicated FMC trade secrets to the Company and the Company used those trade secrets in its VXTe subsea tree systems. On April 29, 2021, the jury returned a verdict in favor of the Company. FMC filed a notice of appeal on August 20, 2021. The Company intends to continue its vigorous defense of this matter on appeal.

General

The Company operates its business and markets its products and services in most of the significant oil and gas producing areas in the world and is, therefore, subject to the risks customarily attendant to international operations and is dependent on the condition of the oil and gas industry. Additionally, certain of the Company's products are used in potentially hazardous drilling, completion, and production applications that can cause personal injury, property damage and environmental claims. Although exposure to such risks have not resulted in any significant problems for the Company in the past, ongoing exposure to these risks and future developments could adversely impact the Company in the future.

The Company is also involved in a number of legal actions arising in the ordinary course of business. Although no assurance can be given with respect to the ultimate outcome of such legal action, in the opinion of management, the ultimate liability with respect thereto will not have a material adverse effect on the Company's results of operations, financial position or cash flows.

15. Geographic Segments

	Year Ended December 31,		
	2022	2021	2020
		(In thousands)	
Western Hemisphere			
Revenues			
Products			
Point in Time	$ 78,348	$ 99,051	$ 79,433
Over Time	74,593	47,558	71,918
Total Products	152,941	146,609	151,351
Services			
Technical Advisory	40,046	36,897	33,431
Reconditioning	15,137	8,783	12,105
Total Services (excluding Leasing)	55,183	45,680	45,536
Leasing	26,620	20,944	18,448
Total Services (including Leasing)	81,803	66,624	63,984
Intercompany	11,646	14,084	13,015
Total	$ 246,390	$ 227,317	$ 228,350
Depreciation and amortization	$ 17,729	$ 17,889	$ 19,716
Income (loss) before taxes	$ 48,302	$ (32,033)	$ 3,067
Eastern Hemisphere			
Revenues			
Products			
Point in Time	$ 15,652	$ 21,188	$ 30,191
Over Time	33,989	13,724	25,847
Total Products	49,641	34,912	56,038
Services			
Technical Advisory	10,738	7,920	9,489
Reconditioning	2,660	2,348	4,843
Total Services (excluding Leasing)	13,398	10,268	14,332
Leasing	10,192	5,970	7,610
Total Services (including Leasing)	23,590	16,238	21,942
Intercompany	3,041	2,056	2,375
Total	$ 76,272	$ 53,206	$ 80,355
Depreciation and amortization	$ 4,018	$ 4,027	$ 3,820
Income before taxes	$ 19,638	$ 4,502	$ 3,284

Asia-Pacific	2022	2021	2020
	Year Ended December 31, (In thousands)		
Revenues			
Products			
Point in Time	$ 21,384	$ 23,531	$ 27,897
Over Time	16,876	8,708	23,548
Total Products	38,260	32,239	51,445
Services			
Technical Advisory	7,280	16,824	12,372
Reconditioning	3,334	1,371	3,337
Total Services (excluding Leasing)	10,614	18,195	15,709
Leasing	5,221	8,128	4,504
Total Services (including Leasing)	15,835	26,323	20,213
Intercompany	4,601	9,047	13,084
Total	$ 58,696	$ 67,609	$ 84,742
Depreciation and amortization	$ 4,041	$ 4,777	$ 5,126
Income before taxes	$ 6,708	$ 4,860	$ 5,921
Corporate			
Depreciation and amortization	$ 3,633	$ 3,688	$ 3,727
Loss before taxes	$ (67,878)	$ (102,379)	$ (74,321)
Consolidated			
Revenues			
Products			
Point in Time	$ 115,384	$ 143,770	$ 137,521
Over Time	125,458	69,990	121,313
Total Products	240,842	213,760	258,834
Services			
Technical Advisory	58,064	61,641	55,292
Reconditioning	21,131	12,502	20,285
Total Services (excluding Leasing)	79,195	74,143	75,577
Leasing	42,033	35,042	30,562
Total Services (including Leasing)	121,228	109,185	106,139
Intercompany	19,288	25,187	28,474
Eliminations	(19,288)	(25,187)	(28,474)
Total	$ 362,070	$ 322,945	$ 364,973
Depreciation and amortization	$ 29,421	$ 30,381	$ 32,389
Income (loss) before taxes	$ 6,770	$ (125,050)	$ (62,049)

	December 31,	
	2022	2021
	(In thousands)	
Total long-lived assets:		
Western Hemisphere	$ 528,035	$ 335,760
Eastern Hemisphere	202,994	224,345
Asia-Pacific	53,922	58,308
Eliminations	(565,024)	(353,536)
Total	$ 219,927	$ 264,877
Total assets:		
Western Hemisphere	$ 1,079,796	$ 686,361
Eastern Hemisphere	581,950	805,574
Asia-Pacific	185,285	184,097
Eliminations	(874,516)	(665,606)
Total	$ 972,515	$ 1,010,426

During 2022, we recorded long-lived asset write-downs of approximately $5.7 million. Out of these, $3.2 million was recorded in DQ Corporate for the Houston corporate administrative building and $2.5 million in the Western Hemisphere related to obsolete machinery and equipment. During 2021, we recorded inventory write-downs of approximately $66.9 million. Out of these, $44.2 million was recorded in the Western Hemisphere, $13.0 million in the Asia-Pacific region and $9.7 million in the Eastern Hemisphere. Additionally, we wrote-down approximately $4.2 million of our long-lived assets in the Asia-Pacific region.

The Company's operations are organized into three geographic segments—Western Hemisphere (including North and South America; headquartered in Houston, Texas), Eastern Hemisphere (including Europe and Africa; headquartered in Aberdeen, Scotland) and Asia-Pacific (including the Pacific Rim, Southeast Asia, Australia, India and the Middle East; headquartered in Singapore). Each of these segments sells similar products and services, and the Company has manufacturing facilities in all three of its regional headquarter locations as well as in Macae, Brazil.

Eliminations of operating profits are related to intercompany inventory transfers that are deferred until shipment is made to third party customers.

16. Stock Repurchase Plan

On February 26, 2019, the Board of Directors authorized a share repurchase plan under which the Company can repurchase up to $100 million of its common stock. On February 22, 2022, the Board of Directors authorized an incremental $100 million share repurchase plan. The repurchase plans have no set expiration date and any repurchased shares are expected to be cancelled. During the year ended December 31, 2022, the Company purchased 888,197 shares at an average price of $23.41 under the share repurchase plan for approximately $20.8 million. During the year ended December 31, 2021, the Company purchased 1,109,187 shares at an average price of $21.79 under the share repurchase plan for approximately $24.2 million. During the year ended December 31, 2020, the Company purchased 808,389 shares at an average price of $30.91 under the share repurchase plan for approximately $25.0 million. All repurchased shares were subsequently cancelled.

17. Stock-Based Compensation and Stock Awards

On May 13, 2004, the Company's stockholders approved the 2004 Incentive Plan of Dril-Quip, Inc. (as amended in 2012 and approved by the Company's stockholders on May 10, 2012, the "2004 Plan"), which reserved up to 2,696,294 shares of common stock for awards under the 2004 Plan. Persons eligible for awards under the 2004 Plan are employees holding positions of responsibility with the Company or any of its subsidiaries and members of the Board of Directors.

On May 12, 2017, the Company's stockholders approved the 2017 Omnibus Incentive Plan of Dril-Quip, Inc. (the "2017 Plan"), which reserved up to 1,500,000 shares of common stock to be used for awards under the 2017 Plan. Persons eligible for awards under the 2017 Plan are employees of the Company or any of its subsidiaries and members of the Board of Directors. On May 12, 2021, the Company's stockholders approved an amendment to the 2017 Plan to add 1,900,000 shares of common stock to be used for awards under the 2017 Plan.

Restricted Stock Awards

On October 28, 2022 and 2021 and 2020, pursuant to the 2017 Plan, the Company awarded officers, directors and key employees restricted stock awards (RSAs), which is an award of common stock subject to time vesting. These RSA are restricted as to transference, sale and other disposition, and vest ratably over a three-year period. The RSAs may also vest in the event of a change of control. Upon termination, whether voluntary or involuntary, the RSAs that have not vested will be returned to the Company resulting in stock forfeitures. The fair market value of the stock on the date of grant is amortized and charged to selling, general and administrative expense over the stipulated time period over which the RSAs vest on a straight-line basis, net of estimated forfeitures.

The Company's RSA activity and related information is presented below:

	Restricted Stock	Weighted-average Grant Date Fair Value
Unvested at December 31, 2021	465,035	$ 25.48
Granted	371,190	22.82
Vested	(221,964)	26.80
Forfeited	(34,457)	24.23
Unvested at December 31, 2022	579,804	$ 23.34

RSA compensation expense for the years ended December 31, 2022, 2021 and 2020 totaled $6.1 million, $8.0 million and $7.5 million, respectively. For 2022, 2021 and 2020, the income tax benefit recognized in net income for RSAs was $1.1 million, $1.3 million and $1.1 million, respectively. As of December 31, 2022, there was $13.6 million of total unrecognized compensation cost related to unvested RSAs, which is expected to be recognized over a weighted average period of 2.2 years. There were no anti-dilutive restricted shares on December 31, 2022.

Performance Unit Awards

On October 28, 2022, 2021 and 2020, pursuant to the 2017 Plan, the Company awarded performance unit awards (Performance Units) to officers and key employees. The Performance Units were valued on a per unit basis based on a Monte Carlo simulation at $29.38 for the 2022 grants, $29.88 for the 2021 grants, and $32.05 for the 2020 grants, approximately 126.2%, 126.9% and 134.3%, respectively, of the grant date share price. Under the terms of the Performance Units, participants may earn from 0% to 200% of their target award based upon the Company's relative total share return (TSR) in comparison to the 15 component companies of the Philadelphia Oil Service Index and, starting with the 2020 grants, the S&P 500 Index. Starting with the 2022 grants, the Philadelphia Oil Service Index is being replaced by the VanEck Oil Services ETF Index.

The TSR is calculated over a three -year period from October 1, 2022 and 2021 and 2020 to September 30, 2025 and 2024, and 2023, respectively, and assumes reinvestment of dividends for companies within the index that pay dividends, which Dril-Quip does not.

Assumptions used in the Monte Carlo simulation are as follows:

	2022	2021	2020
Grant date	October 28, 2022	October 28, 2021	October 28, 2020
Performance period	October 1, 2022 to September 30, 2025	October 1, 2021 to September 30, 2024	October 1, 2020 to September 30, 2023
Volatility	57.3%	56.1%	50.9%
Risk-free interest rate	4.4%	0.8%	0.2%
Grant date price	$ 23.28	$ 23.54	$ 23.86

The Company's Performance Unit activity and related information is presented below:

	Number of Performance Units	Weighted Average Grant Date Fair Value Per Unit
Unvested balance at December 31, 2021	224,374	$ 34.83
Granted	168,727	22.52
Forfeited	(61,281)	45.46
Unvested balance at December 31, 2022	331,820	$ 26.61

Performance Unit compensation expense was $2.9 million, $5.5 million and $4.0 million for the years ended December 31, 2022, 2021 and 2020, respectively. The income tax benefit recognized in net income for Performance Units was nil, $0.7 million and $0.8 million, for the years ended December 31, 2022, 2021 and 2020, respectively. As of December 31, 2022, there was $5.6 million of total unrecognized compensation expense related to unvested Performance Units which is expected to be recognized over a weighted average period of 2.2 years. There were no anti-dilutive Performance Units at December 31, 2022.

Director Stock Compensation Awards

In June 2014, the Board of Directors authorized a stock compensation program for the directors pursuant to the 2004 Plan. This program continues under the 2017 Plan. Under this program, the Directors may elect to receive all or a portion of their fees in the form of restricted stock awards (DSAs) in an amount equal to 125% of the fees in lieu of cash. The awards are made quarterly on the first business day after the end of each calendar quarter and vest on January 1 of the second year after the grant date.

The Company's DSA activity for the year ended December 31, 2022 is presented below:

	DSA Number of Shares	Weighted Average Grant Date Fair Value Per Share
Unvested balance at December 31, 2021	70,786	$ 26.94
Granted	58,287	23.56
Vested	(57,138)	26.12
Unvested balance at December 31, 2022	71,935	$ 24.85

Director stock compensation awards expense for 2022 was $1.4 million as compared to $1.4 million for 2021 and $1.5 million for 2020. For 2022, 2021, and 2020, the income tax benefit recognized in net income for DSAs was $0.3 million, $0.2 million, and $0.2 million, respectively. There was $1.1 million of unrecognized compensation expense related to unvested DSAs, which is expected to be recognized over a weighted average period of 1.0 year. There were no anti-dilutive DSA shares on December 31, 2022.

Equity Compensation Plan Information

The following table summarizes information for equity compensation plans in effect as of December 31, 2022:

Plan category	Number of securities to be issued upon exercise of outstanding options, warrants and rights [(1)] (a)	Weighted-average exercise price of outstanding options, warrants and rights [(2)] (b)	Number of securities remaining available for future issuance under equity compensation plan (c)
Equity compensation plans approved by stockholders	331,820	$ 26.61	1,046,110
Total	331,820	$ 26.61	1,046,110

[(1)] Excludes 651,739 shares of unvested RSAs and DSAs, which were granted pursuant to the 2017 Plan and the 2004 Plan. Includes 331,820 unvested Performance Units shown at 100% level of performance achievement.
[(2)] The weighted average exercise price does not take into account 331,820 unvested Performance Units, which do not have an exercise price.

18. Earnings Per Share

The following is a reconciliation of the basic and diluted earnings per share computation.

	Year Ended December 31,		
	2022	2021	2020
	(In thousands, except per share amounts)		
Net loss	$ 443	$ (127,996)	$ (30,768)
Weighted average basic common shares outstanding	34,237	35,331	35,260
Effect of dilutive securities - stock options and awards	230	-	-
Total shares and dilutive securities	34,467	35,331	35,260
Basic loss per common share	$ 0.01	$ (3.62)	$ (0.87)
Diluted loss per common share	$ 0.01	$ (3.62)	$ (0.87)

For the years ended December 31, 2022, 2021 and 2020, the Company has excluded the following common stock options and awards because their impact on the loss per share is anti-dilutive (in thousands on a weighted average basis):

	Year Ended December 31,		
	2022	2021	2020
	(In thousands)		
Director stock awards	-	62	49
Stock options	-	46	109
Performance share units	-	325	349
Restricted stock awards	-	485	352

19. Subsequent Events

None.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

In accordance with Exchange Act Rules 13a-15 and 15d-15, the Company carried out an evaluation, under the supervision and with the participation of management, including the Company's Chief Executive Officer and Chief Financial Officer, of the effectiveness of the Company's disclosure controls and procedures as of the end of the period covered by this report. Based on that evaluation, the Company's Chief Executive Officer and Chief Financial Officer concluded that the Company's disclosure controls and procedures were effective as of December 31, 2022 to provide reasonable assurance that information required to be disclosed in the Company's reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms, and such information is accumulated and communicated to management, including the Company's Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding disclosure.

"Management's Annual Report on Internal Control over Financial Reporting" appears on page 48 of this Annual Report on Form 10-K.

There has been no change in the Company's internal controls over financial reporting that occurred during the three months ended December 31, 2022 that has materially affected, or is reasonably likely to materially affect, the Company's internal controls over financial reporting.

Item 9B. Other Information

None.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections.

Not applicable.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The information required by this item is set forth under the captions “Election of Directors,” and “Corporate Governance Matters” in the Company’s definitive Proxy Statement (the “2023 Proxy Statement”) for its annual meeting of stockholders to be held on May 16, 2023, which sections are incorporated herein by reference.

Pursuant to Item 401(b) of Regulation S-K, the information required by this item with respect to executive officers of the Company is set forth in Part I of this report.

Item 11. Executive Compensation

The information required by this item is set forth in the sections entitled “Director Compensation,” “Executive Compensation” and “Corporate Governance Matters” in the 2023 Proxy Statement, which sections are incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by this item is set forth in the sections entitled “Security Ownership of Certain Beneficial Owners and Management” and “Executive Compensation—Equity Compensation Plan Information” in the 2023 Proxy Statement, which sections are incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required by this item is set forth in the section entitled “Corporate Governance Matters” in the 2023 Proxy Statement, which section is incorporated herein by reference.

Item 14. Principal Accountant Fees and Services

The information required by this item is set forth in the sections entitled “Approval of Appointment of Independent Registered Public Accounting Firm—Fees Paid to PwC” and “—Audit Committee Pre-Approval Policy for Audit and Non-Audit Services” in the 2023 Proxy Statement, which sections are incorporated herein by reference.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a)(1) Financial Statements

All financial statements of the registrant are set forth under Item 8 of this Annual Report on Form 10-K.

(a)(2) Financial Statement Schedule

Schedule II—Valuation and Qualifying Accounts

Description	Balance at beginning of period	Charges to costs and expenses	Recoveries and write offs	Balance at end of period
	(In thousands)			
Allowance for doubtful trade receivables				
December 31, 2022	$ 5,247	$ 1,748	$ (1,978)	$ 5,017
December 31, 2021	$ 2,155	$ 3,933	$ (841)	$ 5,247
December 31, 2020	$ 2,214	$ 1,876	$ (1,935)	$ 2,155
Allowance for slow moving and excess inventory				
December 31, 2022	$ 128,981	$ 3,560	$ (56,681)	$ 75,861
December 31, 2021	$ 82,149	$ 61,905	$ (15,073)	$ 128,981
December 31, 2020	$ 71,020	$ 15,595	$ (4,466)	$ 82,149

All other financial schedules are omitted because of the absence of conditions under which they are required or because the required information is presented in the financial statements or notes thereto.

(a)(3) Exhibits

Dril-Quip will furnish any exhibit to a stockholder upon payment by the stockholder of the Company’s reasonable expenses to furnish the exhibit.

Exhibit No.		Description
*3.1	—	Restated Certificate of Incorporation of the Company (incorporated herein by reference to Exhibit 3.1 to the Company’s Annual Report on Form 10-K for the year ended December 31, 2017, File No. 001-13439).
*3.2	—	Certificate of Elimination of Series A Junior Participating Preferred Stock of the Company (incorporated herein by reference to Exhibit 3.2 to the Company’s Annual Report on Form 10-K for the year ended December 31, 2017, File No. 001-13439).
*3.3	—	Amended and Restated Bylaws of the Company (incorporated herein by reference to Exhibit 3.2 to the Company’s Current Report on Form 8-K filed on May 20, 2014, File No. 001-13439).
*4.1	—	Form of certificate representing Common Stock (incorporated herein by reference to Exhibit 4.1 to the Company’s Quarterly Report on Form 10-Q for the quarter ended March 31, 2018, File No. 001-13439).
*4.2	—	Description of securities (incorporated herein by reference to Exhibit 4.2 to the Company’s Annual Report on Form 10-K for the year ended December 31, 2019, file No. 001-13439).

*+10.2		Separation and Release Agreement, dated as of September 1, 2021, between the Company and Mr. DeBerry (incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on September 2, 2021, File No. 001-13439).
*+10.4	—	Employment Agreement, dated as of December 2, 2021, between the Company and Mr. Webster (incorporated herein by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed on December 3, 2021, File No. 001-13439).
*+10.5	—	Employment Agreement, dated as of December 2, 2021, between the Company and Mr. Bird (incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K/A filed on December 3, 2021, File No. 001-13439).
*+10.7	—	Employment Agreement, dated as of December 2, 2021, between the Company and Mr. McClure (incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on December 3, 2021).
**+10.8	—	Employment Agreement, dated as of October 25, 2022, between the Company and Mr. Underwood.
*+10.9	—	2017 Omnibus Incentive Plan of Dril-Quip, Inc. (incorporated herein by reference to Exhibit A to the Company's Proxy Statement filed on March 31, 2017, File No. 001-13439).
**+10.10		Amendment No. 1 to 2017 Omnibus Incentive Plan of Dril-Quip Inc.
*+10.11	—	Form of Restricted Stock Award Agreement under 2017 Omnibus Incentive Plan of Dril-Quip, Inc. (incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K/A filed on May 20, 2019, File No. 001-13439).
*+10.12	—	2017 Performance Unit Award Agreement under 2017 Omnibus Incentive Plan of Dril-Quip, Inc. (incorporated herein by reference to Exhibit 10.16 to the Company's Annual Report on Form 10-K for the year ended December 31, 2017, File No. 001-13439).
*+10.13		Form of Indemnification Agreement (incorporated herein by reference to the Company's Current Report on Form 8-K filed on October 17, 2005, File No. 001-13439).

*10.16	—	Form of Director Restricted Stock Award Agreement under 2017 Omnibus Incentive Plan of Dril-Quip, Inc. (incorporated herein by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2019, File No. 001-13439).
**10.17		Form of Restricted Stock Award Agreement for senior management under 2017 Omnibus Incentive Plan of Dril-Quip, Inc.
*10.18	—	2020 Performance Unit Award Agreement under 2017 Omnibus Incentive Plan of Dril-Quip, Inc. (incorporated herein by reference to Exhibit 10.21 to the Company's Annual Report on Form 10-K for the year ended December 31, 2021, File No. 001-13439).
**10.19		2022 Performance Unit Award Agreement under 2017 Omnibus Incentive Plan of Dril-Quip, Inc.
*10.20	—	2022 Amended and Restated Stock Compensation Program for Directors under 2017 Omnibus Incentive Plan of Dril-Quip, Inc. (incorporated herein by reference to Exhibit 10.22 to the Company's Annual Report on Form 10-K for the year ended December 31, 2021, File No. 001-13439).
**21.1	—	Subsidiaries of the Registrant.
**23.1	—	Consent of PricewaterhouseCoopers LLP.
**31.1	—	Rule 13a-14(a)/15d-14(a) Certification of Jeffrey J. Bird.
**31.2	—	Rule 13a-14(a)/15d-14(a) Certification of Kyle F. McClure.
**32.1	—	Section 1350 Certification of Jeffrey J. Bird.
**32.2	—	Section 1350 Certification of Kyle F. McClure.
**101.INS	—	Inline XBRL Instance Document – The instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
**101.SCH	—	Inline XBRL Schema Document
**101.CAL	—	Inline XBRL Calculation Document
**101.DEF	—	Inline XBRL Definition Linkbase Document
**101.LAB	—	Inline XBRL Label Linkbase Document
**101.PRE	—	Inline XBRL Presentation Linkbase Document
104	—	The cover page from the Annual Report on Form 10-K for the year ended December 31, 2022 formatted in Inline XBRL (included as exhibit 101).

*	Incorporated herein by reference as indicated.
**	Filed with this report.
+	Management contract or compensatory plan or arrangement required to be filed as an exhibit to this Form 10-K.

Item 16. Form 10-K Summary

Not applicable.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized on March 01, 2023.

DRIL-QUIP, INC.

By: /s/ JEFFREY J. BIRD

Jeffrey J. Bird
President and Chief Executive Officer

Pursuant to the requirements of the Securities and Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Name	Capacity	Date
/S/ JOHN V. LOVOI **JOHN V. LOVOI**	Chairman of the Board	March 01, 2023
/S/ JEFFREY J. BIRD **JEFFREY J. BIRD**	President, Chief Executive Officer and Director (Principal Executive Officer)	March 01, 2023
/S/ KYLE F. MCCLURE **KYLE F. MCCLURE**	Vice President and Chief Financial Officer (Principal Financial and Accounting Officer and Duly Authorized Signatory)	March 01, 2023
/S/ CARRI A. LOCKHART **CARRI A. LOCKHART**	Director	March 01, 2023
/S/ TERENCE B. JUPP **TERENCE B. JUPP**	Director	March 01, 2023
/S/ STEVEN L. NEWMAN **STEVEN L. NEWMAN**	Director	March 01, 2023
/S/ AMY B. SCHWETZ **AMY B. SCHWETZ**	Director	March 01, 2023
/S/ DARRYL K. WILLIS **DARRYL K. WILLIS**	Director	March 01, 2023

Exhibit 10.8

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (this "***Agreement***"), dated effective as of October 25, 2022 (the "***Effective Date***") by and between **DRIL-QUIP, INC.** a Delaware corporation (the "***Company***"), and Donald M. Underwood (the "***Executive***").

WITNESSETH:

WHEREAS, the Executive is currently employed as the Company's Vice President – Subsea Products; and

WHEREAS, in entering into this Agreement, the Company desires to provide the Executive with substantial incentives to continue to serve the Company on and following the Effective Date as one of its senior executives performing at the highest level of leadership and stewardship, without distraction or concern over minimum compensation, benefits or tenure, manage the Company's future growth and development, and maximize the returns to the Company's stockholders; and

WHEREAS, the Executive shares these objectives and desires to continue to serve as the Company's Vice President – Subsea Products on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, effective as of the Effective Date, the Company and the Executive hereby enter into this Agreement:

1. Employment. The Company agrees that the Company or an Affiliate will employ the Executive, and the Executive agrees to be employed by the Company or an Affiliate, for the period set forth in Section 2, in the position and with the duties and responsibilities set forth in Section 3, and upon the other terms and conditions herein provided. Unless otherwise defined in another section of this Agreement, capitalized terms used herein shall have the meanings set forth in Section 12.

2. Employment Term. The employment of the Executive by the Company under this Agreement shall commence as of the Effective Date and shall terminate on December 31, 2024 (the "***Initial Expiration Date***"). Such employment under this Agreement shall automatically be extended for additional one-year periods unless either the Company or the Executive notifies the other party at least 90 days in advance of the Initial Expiration Date that it will not be so extended and, thereafter, will be further extended automatically on each subsequent anniversary of the Initial Expiration Date for additional one-year periods unless either the Company or the Executive notifies the other party at least 90 days in advance of the next anniversary of the Initial Expiration Date that it will not be so extended. The period of the Executive's employment under this Agreement shall be referred to herein as the "***Employment Term.***" In the event that one party notifies the other in accordance with this Section 2 that it does not wish the Employment Term to be extended, no further extensions of the Employment Term shall occur and this Agreement shall terminate at the end of the then current Employment Term. The foregoing notwithstanding, if a

Change of Control occurs during the Employment Term, the Company shall not cause the Employment Term to end pursuant to this Section 2 until after the Change of Control Period ends. During the Employment Term, the Executive shall be an "at will" employee of the Company, and the Executive's employment may be terminated at any time in accordance with Section 5.

3. Positions and Duties.

(a) During the Employment Term, the Executive shall serve in the position of Vice President – Subsea Products of the Company and shall have such duties, functions, responsibilities and authority commensurate with such position. The Executive shall report directly to the President and Chief Executive Officer of the Company.

(b) During the Employment Term, the Executive shall devote the Executive's full time, skill and attention, and the Executive's reasonable best efforts to the business and affairs of the Company, and in furtherance of the business and affairs of its Affiliates, to the extent necessary to discharge faithfully and efficiently the duties and responsibilities delegated and assigned to the Executive herein or pursuant hereto, except for usual, ordinary and customary periods of vacation and absence due to illness or other disability; *provided, however*, that the Executive may (i) serve on industry-related, civic or charitable boards or committees, (ii) with the approval of the Company's Board of Directors (the "***Board***"), serve on corporate boards or committees, (iii) deliver lectures, fulfill speaking engagements or teach at educational institutions, and (iv) manage the Executive's personal investments, so long as such activities do not significantly interfere with the performance and fulfillment of the Executive's duties and responsibilities as an employee of the Company or an Affiliate in accordance with this Agreement and, in the case of the activities described in clause (ii) of this proviso, will not, in the good faith judgment of the Board, constitute an actual or potential conflict of interest with the business of the Company or an Affiliate.

(c) In connection with the Executive's employment hereunder, the Executive shall be based at the headquarters of the Company in Houston, Texas, subject, however, to required travel for the business of the Company and its Affiliates.

(d) All services that the Executive may render to the Company or any of its Affiliates in any capacity during the Employment Term shall be deemed to be services required by this Agreement and consideration for the compensation provided for herein.

4. Compensation and Related Matters.

(a) Base Salary. During the Employment Term, the Company shall pay to the Executive an annual base salary of $315,000 ("***Base Salary***"), payable in accordance with the Company's normal payroll practices as in effect from time to time, less withholding for taxes and deductions for other appropriate items. During the Employment Term, the Executive's Base Salary shall be subject to such increases (but not decreases), if any, as may be determined from time to time by the Board in its sole discretion; *provided, however*, that the Executive's Base Salary shall be reviewed by the Board at least annually, with a view to making such upward adjustment, if any, as the Board deems appropriate. The term "Base Salary" as used in this Agreement shall refer to the Base Salary as so increased. Payments of Base Salary to the Executive shall not be deemed exclusive and shall not prevent the Executive from participating in any employee benefit

plans, programs or arrangements of the Company and its Affiliates in which the Executive is entitled to participate. Payments of Base Salary to the Executive shall not in any way limit or reduce any other obligation of the Company hereunder, and no other compensation, benefit or payment to the Executive hereunder shall in any way limit or reduce the obligation of the Company regarding the Executive's Base Salary hereunder.

(b) Annual Bonus. For each 12-month period ending December 31 during the Employment Term (the "***Performance Period***"), the Executive shall be eligible to receive an annual cash bonus (the "***Annual Bonus***") in accordance with the Company's normal bonus practices or under any Annual Bonus plan or program adopted by the Company after the Effective Date. Any such Annual Bonus shall be paid in a single lump-sum payment not later than March 15 of the calendar year immediately following the Performance Period to which such bonus relates; *provided*, *however*, that if March 15 is not a Business Day, such payment shall be made on the Business Day immediately preceding March 15.

(c) Employee Benefits.

(i) Incentive, Savings and Retirement Plans. During the Employment Term, the Executive shall be entitled to participate in all incentive, savings and retirement plans, programs and arrangements provided by the Company and its Affiliates, as amended from time to time, on the same basis as those benefits are generally made available to other senior executives of the Company.

(ii) Welfare Benefit Plans. During the Employment Term, the Executive and the Executive's dependents, as the case may be, shall be eligible to participate in and shall receive all benefits under the welfare benefit plans, programs and arrangements provided by the Company and its Affiliates (including medical, prescription, dental, disability, employee life, group life, accidental death and travel accident insurance plans, programs and arrangements), as amended from time to time, on the same basis as those benefits are generally made available to other senior executives of the Company.

(iii) Right to Amend and Terminate. The Executive's right to participate in the plans, programs and arrangements described in this Section 3(c) shall not affect the Company's right to amend or terminate the general applicability of such plans, programs and arrangements. The Company may, in its sole discretion and from time to time, amend, eliminate or establish additional benefit plans, programs and arrangements.

(d) Expenses. During the Employment Term, the Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Executive in performing the Executive's duties and responsibilities hereunder in accordance with the policies, practices and procedures of the Company.

(e) Vacation. During the Employment Term, the Executive shall be entitled to 20 days of paid time off subject to the policies, practices and procedures of the Company as in effect on and after the Effective Date.

5. Termination of Employment.

(a) Death. The Executive's employment shall terminate automatically upon the Executive's death during the Employment Term.

(b) Disability. If the Company determines in good faith that the Disability (as defined below) of the Executive has occurred during the Employment Term, the Company may give the Executive notice of its intention to terminate the Executive's employment. In such event, the Executive's employment hereunder shall terminate effective on the 30th day after receipt of such notice by the Executive (the "***Disability Effective Date***"); *provided, however*, that within the 30-day period after such receipt, the Executive shall not have returned to full-time performance of the Executive's duties. For purposes of this Agreement, "***Disability***" shall mean the absence of the Executive from the Executive's duties with the Company or an Affiliate on a full-time basis for either (i) 180 consecutive Business Days or (ii) in any two-year period, 270 nonconsecutive Business Days, in either instance, as a result of incapacity due to mental or physical illness which is determined to be total and permanent by a physician selected by the Company or its insurers and acceptable to the Executive or the Executive's legal representative (such agreement as to acceptability not to be withheld unreasonably).

(c) Termination by Company. The Company may terminate the Executive's employment hereunder for Cause (as defined below) or without Cause at any time during the Employment Term. For purposes of this Agreement, "***Cause***" shall mean the Company's termination of the Executive's employment by reason of:

(i) the commission of a felony or any other crime by the Executive involving intentional and actual fraud, dishonesty or breach of trust;

(ii) willful misconduct or gross negligence with respect to the Executive's performance of his employment duties for the Company, including the duties as contemplated by Section 3 above (other than such failure resulting from incapacity due to physical or mental illness or injury);

(iii) conduct by the Executive bringing the Company or its Affiliates into material public disgrace; or

(iv) material failure to perform duties of the office held by the Executive as reasonably directed in writing by the Board (other than such failure resulting from incapacity due to physical or mental illness or injury);

provided, *however*, that Cause shall not exist in the case of clause (iv) unless and until the Board has given written notice to the Executive detailing the alleged grounds for Cause and such grounds remain uncured for 30 days thereafter.

(d) Termination by Executive. The Executive may terminate the Executive's employment hereunder at any time during the Employment Term for Good Reason (as defined below) or voluntarily without Good Reason. For purposes of this Agreement, "***Good Reason***" shall mean any of the following (without the Executive's written consent):

(i) a material diminution in the Executive's position (including offices, titles and reporting requirements), authority, duties or responsibilities as contemplated by

Section 3, or a material adverse change in Executive's reporting line or change in title, including the Executive's failure to serve as the Vice President – Subsea Products of any successor entity or the parent of any successor entity following a Change of Control;

(ii) any material failure by the Company to comply with any of the provisions of this Agreement;

(iii) the Company's requiring the Executive to be based at any office located more than 50 miles from 6401 N. Eldridge Parkway, Houston, Texas 77041; or

(iv) any failure by the Company to comply with and satisfy the requirements of Section 20(c).

Notwithstanding the foregoing, Good Reason shall cease to exist under this Agreement unless (i) within 60 days of Executive's knowledge of the initial existence of the condition or conditions giving rise to Good Reason the Executive provides written notice to the Company of the existence of such condition or conditions, (ii) the Company fails to remedy such condition or conditions within 30 days following the receipt of such written notice (the "***Cure Period***"); (iii) if any such condition is not remedied within such Cure Period, the Executive provides a Notice of Termination (as defined below) for Good Reason in accordance with the provisions of Section 5(e) and (iv) the Executive's employment terminates on the Termination Date set forth in such Notice of Termination.

(e) Notice of Termination. Any termination of the Executive's employment hereunder by the Company or by the Executive, other than a termination pursuant to Section 5(a), shall be communicated by a Notice of Termination to the other party hereto. For purposes of this Agreement, a "***Notice of Termination***" shall mean a notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) in the case of a termination for Disability, Cause or Good Reason, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated, and (iii) specifies the Termination Date; *provided, however*, that notwithstanding any provision in this Agreement to the contrary, a Notice of Termination given in connection with a termination for Good Reason shall be given by the Executive within a reasonable period of time, not to exceed ten (10) Business Days following the end of the Cure Period. The failure by the Company or the Executive to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Disability, Cause or Good Reason shall not waive any right of the Company or the Executive hereunder or preclude the Company or the Executive from asserting such fact or circumstance in enforcing the Company's or the Executive's rights hereunder.

(f) Termination Date. For purposes of this Agreement, the Termination Date will be (i) if the Executive's employment is terminated by the Executive's death, the date of the Executive's death, (ii) if the Executive's employment is terminated because of the Executive's Disability, the Disability Effective Date, (iii) if the Executive's employment is terminated by the Company (or applicable Affiliate) for Cause or by the Executive for Good Reason, the date on which the Notice of Termination is given, and (iv) if the Executive's employment is terminated for any other reason, the date specified in the Notice of Termination, which date shall in no event be earlier than the date such notice is given.

6. Obligations of the Company upon Termination of the Executive.

(a) Accrued Obligations. If the Executive's employment terminates hereunder for any reason, the Company shall pay or provide to or in respect of the Executive, on the tenth Business Day next following the Executive's Termination Date (or such earlier date as may be required by applicable law), a lump-sum cash payment in an amount equal to the sum of (i) the Executive's accrued but unpaid Base Salary through the Termination Date and (ii) compensation for all of the Executive's accrued but unpaid vacation time based upon the Executive's current Base Salary (notwithstanding any limitation on payment for accrued vacation then set forth in the Company's policies or practices) (the sum of the amounts described in clauses (i) and (ii), the "***Accrued Obligation***").

(b) By the Company Without Cause or By the Executive for Good Reason and Prior to Change of Control Period. Subject to the release requirements set forth in Section 6(e) of this Agreement, if prior to the end of the Employment Term and not during a Change of Control Period the Executive's employment is terminated by the Company without Cause or by the Executive for Good Reason, then the Company shall pay or provide to or in respect of the Executive the following amounts and benefits (the "***Severance Benefits***"):

(i) The Executive shall receive a lump-sum cash payment in an amount equal to one times his Base Salary on the 60th day following the Termination Date.

(ii) Following the Termination Date, the Executive and his eligible dependents shall continue to receive medical, dental, vision and life insurance coverage at the same active employee premium cost as a similarly situated active employee until the earlier of (A) his receipt of equivalent coverage and benefits under the plans and programs of a subsequent employer (such coverage and benefits to be determined on a coverage-by-coverage or benefit-by-benefit basis) or (B) one year after the Termination Date; *provided, however*, that to the extent the coverage described above cannot be provided under the Company's benefit plans, or if the Company's obligations contemplated by this Section 6(b)(ii) would result in the imposition of excise taxes on the Company for failure to comply with the nondiscrimination requirements of the Patient Protection and Affordable Care Act of 2010, as amended (to the extent applicable), the Company shall discontinue such coverage, and, in either situation, during the period described above in this Section 6(b)(ii), the Executive shall be entitled to a monthly cash payment equal to the Company's monthly portion of the premiums under such plans, determined as of the Termination Date. This provision of continued participation in the Company's medical, dental and vision plans is intended to satisfy the Company's COBRA obligation, if any.

For the avoidance of doubt, the non-renewal of the Employment Term by the Company shall not constitute a termination without Cause that entitles the Executive to receive the Severance Benefits.

(c) By the Company Without Cause or By the Executive for Good Reason and During the Change of Control Period. Subject to the release requirements set forth in Section 6(e) of this Agreement, if prior to the end of the Employment Term and during a Change of Control Period the Executive's employment is terminated by the Company without Cause or by the

Executive for Good Reason, then the Company shall pay or provide to or in respect of the Executive the following amounts and benefits (the "***COC Severance Benefits***"):

(i) The Executive shall receive a lump-sum cash payment in an amount equal to two times his Base Salary on the 60th day following the Termination Date.

(ii) The Executive shall receive a lump-sum cash payment in an amount equal to the product of (a) the greater of (x) the target amount for the Annual Bonus for the Performance Period during which the Termination Date occurs, if any, or (y) the average amount paid pursuant to Section 4(b) in respect of the three most recent applicable Performance Periods prior to the Termination Date (including, for the avoidance of doubt, any such Performance Periods that precede the Effective Date) and (b) a fraction, the numerator of which shall be the number of Business Days from the beginning of such Performance Period to the Termination Date, inclusive, and the denominator of which shall be 260, *provided*, *however*, that any amounts to be paid pursuant to this Section 6(c)(ii) shall be paid in accordance with Section 4(b).

(iii) On the 60th day following the Termination Date, the Executive shall receive a lump-sum cash payment in an amount equal to two times the greater of (a) the target amount for the Annual Bonus for the Performance Period during which the Termination Date occurs, if any, or (b) the average amount paid pursuant to Section 4(b) in respect of the three most recent applicable Performance Periods prior to the Termination Date (including, for the avoidance of doubt, any such Performance Periods that precede the Effective Date).

(iv) Effective as of the Termination Date and unless greater benefits are otherwise provided in the terms of the award agreement under which a Compensatory Award (as defined below) was granted, the Company shall provide for (A) the immediate vesting, settlement and exercisability of, and lapse of any restrictions on sale or transfer (other than any such restriction arising by operation of law) with respect to, each and every stock option, restricted stock award, restricted stock unit award and other equity-based award and performance award (with such performance awards vesting at target level) (each, a "***Compensatory Award***") that is outstanding as of immediately prior to the Termination Date and (B) the extension of the term during which each and every Compensatory Award may be exercised by the Executive until the earlier of (x) the first anniversary of the Termination Date or (y) the date upon which the right to exercise any Compensatory Award would have expired if the Executive had continued to be employed by the Company under the terms of this Agreement until the date the Employment Term would have ended if the Executive's employment had not terminated and no further extensions of the Employment Term had occurred.

(v) Following the Termination Date, the Executive and his eligible dependents shall continue to receive medical, dental, vision and life insurance coverage at the same active employee premium cost as a similarly situated active employee until the earlier of (A) his receipt of equivalent coverage and benefits under the plans and programs of a subsequent employer (such coverage and benefits to be determined on a coverage-by-coverage or benefit-by-benefit basis) or (B) two years after the Termination Date; *provided*,

however, that to the extent the coverage described above cannot be provided under the Company's benefit plans, or if the Company's obligations contemplated by this Section 6(c)(v) would result in the imposition of excise taxes on the Company for failure to comply with the nondiscrimination requirements of the Patient Protection and Affordable Care Act of 2010, as amended (to the extent applicable), the Company shall discontinue such coverage, and, in either situation, during the period described above in this Section 6(c)(v), the Executive shall be entitled to a monthly cash payment equal to the Company's monthly portion of the premiums under such plans, determined as of the Termination Date. This provision of continued participation in the Company's medical, dental and vision plans is intended to satisfy the Company's COBRA obligation, if any.

(d) With Cause; Other than for Good Reason; Due to Death or Disability. If prior to the end of the Employment Term the Executive's employment is terminated by reason of (i) the Company's termination of Executive's employment with Cause or (ii) the Executive's (A) voluntary termination of his employment other than for Good Reason or (B) death or Disability, then this Agreement shall terminate without further obligations to the Executive hereunder other than for (x) the payment of the Accrued Obligation to the Executive, and (y) the timely payment or provision of vested deferred compensation and other employee benefits if and when otherwise due.

(e) Release Requirement. As a condition to receiving the Severance Benefits in Section 6(b) or COC Severance Benefits in Section 6(c) of this Agreement, the Executive shall be required to: (i) execute on or before the Release Expiration Date (as defined below), and not revoke within any time provided by the Company to do so, a release of all claims in a form acceptable to the Company (the "***Release***"), which Release shall release the Company and each of its Affiliates and their respective affiliates, and the foregoing entities' respective shareholders, members, partners, officers, managers, directors, fiduciaries, employees, representatives, agents and benefit plans (and fiduciaries of such plans) from any and all claims, including any and all causes of action arising out of the Executive's employment with the Company and each of its Affiliates or the termination of such employment, but excluding all claims to the Severance Benefits or COC Severance Benefits the Executive may have under this Section 6, rights to vested benefits or continuation coverage under Company-sponsored health and retirement plans pursuant to the terms of such plans, and rights to defense and indemnification from the Company in accordance with the Company's governing documents or any separate indemnification agreement entered into between the Executive and the Company, and any directors and officers liability insurance in accordance with the terms of such insurance policies; and (ii) abide by all of the Executive's post-separation obligations hereunder in Sections 9, 10 and 11 of this Agreement (and in any other agreement between the Executive and the Company). If the Release is not executed and returned to the Company on or before the Release Expiration Date, and the required revocation period has not fully expired without revocation of the Release by the Executive, then the Executive shall not be entitled to any portion of the Severance Benefits or COC Severance Benefits. As used herein, the "***Release Expiration Date***" is that date that is 21 days following the date upon which the Company delivers the Release to the Executive (which shall occur no later than 7 days after the Termination Date and which number of days shall be counted in accordance with the requirements of the Age Discrimination in Employment Act of 1967 ("***ADEA***")) or, in the event that such termination of employment is "in connection with an exit incentive or other employment

termination program" (as such phrase is defined in ADEA), the date that is 45 days following such delivery date.

(f) Clawback. Any compensation paid or provided by the Company under this Agreement or otherwise shall be subject to recovery by the Company pursuant to any Company policy regarding clawbacks or recovery of erroneously awarded compensation, but only to the extent such policy is in effect prior to a Change of Control.

(g) Expiration of the Employment Term; Non-Renewal. If either the Company or the Executive elects to not to extend the Employment Term by not renewing this Agreement in accordance with Section 2, the Executive shall not be entitled to any additional compensation upon his termination of employment with the Company other than the Accrued Obligation. For the avoidance of doubt, a termination of employment by the Company following the end of the Employment Term shall not entitle the Executive to receive any Severance Benefits regardless of the reason for his termination of employment..

7. Certain Excise Taxes. Notwithstanding anything to the contrary in this Agreement, if the Executive is a "disqualified individual" (as defined in Section 280G(c) of the Code), and the payments and benefits provided for under this Agreement, together with any other payments and benefits which the Executive has the right to receive from the Company or any of its Affiliates, would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the payments and benefits provided for under this Agreement shall be either (a) reduced (but not below zero) so that the present value of such total amounts and benefits received by the Executive from the Company and its Affiliates will be one dollar ($1.00) less than three times the Executive's "base amount"(as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by the Executive shall be subject to the excise tax imposed by Section 4999 of the Code or (b) paid in full, whichever produces the better net after-tax position to the Executive (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). The reduction of payments and benefits hereunder, if applicable, shall be made by reducing, first, payments or benefits to be paid in cash hereunder in the order in which such payment or benefit would be paid or provided (beginning with such payment or benefit that would be made last in time and continuing, to the extent necessary, through to such payment or benefit that would be made first in time) and, then, reducing any benefit to be provided in kind hereunder in a similar order. The determination as to whether any such reduction in the amount of the payments and benefits provided hereunder is necessary shall be made by the Company in good faith. If a reduced payment or benefit is made or provided and through error or otherwise that payment or benefit, when aggregated with other payments and benefits from the Company (or its Affiliates) used in determining if a parachute payment exists, exceeds one dollar ($1.00) less than three times the Executive's base amount, then the Executive shall immediately repay such excess to the Company upon notification that an overpayment has been made. Nothing in this Section 7 shall require the Company (or any of its Affiliates) to be responsible for, or have any liability or obligation with respect to, the Executive's excise tax liabilities under Section 4999 of the Code.

8. Representations and Warranties.

(a) The Company represents and warrants to the Executive that the execution, delivery and performance by the Company of this Agreement have been duly authorized by all necessary corporate action of the Company and do not and will not conflict with or result in a violation of any provision of, or constitute a default under, any contract, agreement, instrument or obligation to which the Company is a party or by which it is bound.

(b) The Executive represents and warrants to the Company that the execution, delivery and performance by the Executive of this Agreement do not and will not conflict with or result in a violation of any provision of, or constitute a default under, any contract, agreement, instrument or obligation to which the Executive is a party or by which the Executive is bound.

9. Confidential Information; Non-Disclosure.

(a) The Executive recognizes and acknowledges that the Company's and its Affiliates' trade secrets and other confidential or proprietary information, as they may exist from time to time, including all scientific or technical information regarding drilling technologies and subsea wellheads and other products or services provided by the Company and its Affiliates; information about design, process, procedure, formula or improvement with respect to the Company's products and services that is secret and of value; technical or non-technical data, formula, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, customers, pricing information and strategies, financial performance and strategies, financial projections, operating and capital budgets, loan and other debt agreements, joint venture and similar agreements, environmental reports and information, tax and asset schedules, leases, studies, interpretations, and related information; and information about legal disputes, settlements, and employment and administrative matters arising from the affairs of the Company and its Affiliates ("***Confidential Information***"), are valuable, special and unique assets of the Company's and/or such Affiliates' business, access to and knowledge of which are essential to the performance of the Executive's duties hereunder. The Executive confirms that all such Confidential Information constitutes the exclusive property of the Company and/or such Affiliates.

(b) During the Employment Term and thereafter without limitation of time, the Executive shall hold in strict confidence and shall not, directly or indirectly, disclose or reveal to any person, or use for the Executive's own personal benefit or for the benefit of anyone else, any Confidential Information (whether or not acquired, learned, obtained or developed by the Executive alone or in conjunction with others) belonging to or concerning the Company or any of its Affiliates, except (i) with the prior written consent of the Company duly authorized by the Board, (ii) in the course of the proper performance of the Executive's duties hereunder, (iii) for Confidential Information (x) that becomes generally available to the public other than as a result of unauthorized disclosure by the Executive or the Executive's affiliates or (y) that becomes available to the Executive on a nonconfidential basis from a source other than the Company or its Affiliates who is not bound by a duty of confidentiality, or other contractual, legal or fiduciary obligation, to the Company, or (iv) as required by applicable law or legal process provided that prior to the disclosure or use by the Executive of any Confidential Information under this clause (iv), the Executive will give prior written notice thereof to the Company and provide the Company with the opportunity to contest that disclosure or use.

(c) Notwithstanding the foregoing, nothing in this Section 9 prohibits the Executive from reporting possible violations of law or regulation to any governmental agency or entity (or from making any other protected disclosures) without prior notice to the Company. Pursuant to the Defend Trade Secrets Act of 2016, the Executive shall not be held criminally or civilly liable under any Federal or state trade secret law for the disclosure of any Confidential Information that (i) is made (A) in confidence to a Federal, state or local government official, either directly or indirectly, or to an attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(d) The provisions of this Section 9 shall continue in effect notwithstanding termination of the Executive's employment hereunder for any reason.

10. Restrictive Covenants.

(a) Definitions. As used in this Section 10, the following terms shall have the following meanings:

(i) "***Business***" shall mean any endeavor in which the Company, including its Affiliates, is engaged in during the most recent twenty-four months of the Executive's employment (the "***Reference Period***"), and shall include the provision of products or services that are substantially similar to the products or services provided by any business, partnership, firm, corporation or other entity which the Company or one of its Affiliates has made substantial progress toward acquiring during the Reference Period. For the purposes of this definition, the execution by the Company or one of its Affiliates of a binding or non-binding letter of intent, term sheet, or similar agreement or a confidentiality agreement or similar agreement with respect to the acquisition of a business, partnership, firm, corporation or other entity during the Reference Period shall constitute sufficient evidence of the Company or such Affiliate having made substantial progress towards acquiring such business, partnership, firm, corporation or other entity.

(ii) "***Competing Business***" shall mean any business, individual, partnership, firm, corporation or other entity which wholly or in any significant part engages in any business competing with the Business in the Restricted Area. In no event will the Company or any of its Affiliates be deemed a Competing Business.

(iii) "***Governmental Authority***" shall mean any governmental, quasi-governmental, state, county, city or other political subdivision of the United States or any other jurisdiction, or any agency, court or instrumentality, foreign or domestic, or statutory or regulatory body thereof.

(iv) "***Legal Requirement***" shall mean any law, statute, code, ordinance, order, rule, regulation, judgment, decree, injunction, franchise, permit, certificate, license, authorization, or other directional requirement (including any of the foregoing that relates to environmental standards or controls, energy regulations and occupational, safety and health standards or controls including those arising under environmental laws) of any Governmental Authority.

(v) "***Prohibited Period***" shall mean the period during which the Executive is employed by the Company hereunder and a period of 12 months following the Termination Date, as such period may be extended by the amount(s) of time, if any, during which the Executive is not in compliance with Section 10(b).

(vi) "***Restricted Area***" shall mean any country or subdivision thereof in which the Executive works or about which the Executive develops or receives Confidential Information, in either case during the Reference Period and in which the Company or its Affiliates engages in the Business.

(b) Non-Competition; Non-Solicitation. The Executive and the Company agree to the non-competition and non-solicitation provisions of this Section 10(b)(i) in consideration for the Confidential Information provided by the Company to the Executive pursuant to Section 9; (ii) to protect the trade secrets and confidential information of the Company or its Affiliates disclosed or entrusted to the Executive by the Company or its Affiliates or created or developed by the Executive for the Company or its Affiliates, the business goodwill of the Company or its Affiliates developed through the efforts of the Executive and/or the business opportunities disclosed or entrusted to the Executive by the Company or its Affiliates; and (iii) as an additional incentive for the Company to enter into this Agreement.

(i) Subject to the exceptions set forth in Section 10(b)(ii), the Executive covenants and agrees that during the Prohibited Period (A) the Executive will refrain from carrying on or engaging in, directly or indirectly, any Competing Business in the Restricted Area and (B) the Executive will not, and the Executive will cause the Executive's affiliates not to, directly or indirectly, own, manage, operate, join, become an employee, partner, owner or member of (or an independent contractor to), control or participate in or loan money to, sell or lease equipment to or sell or lease real property to any business, individual, partnership, firm, corporation or other entity which engages in a Competing Business in the Restricted Area.

(ii) Notwithstanding the restrictions contained in Section 10(b)(i), the Executive or any of the Executive's affiliates may own an aggregate of not more than 1% of the outstanding voting securities of any class of an entity engaged in a Competing Business, if such securities are listed on a national securities exchange or regularly traded in the over-the-counter market by a member of a national securities exchange, without violating the provisions of Section 10(b), provided that neither the Executive nor any of the Executive's affiliates (A) has the power, directly or indirectly, to control or direct the management or affairs of such entity or (B) is involved in the management of such entity.

(iii) The Executive further covenants and agrees that during the Prohibited Period, the Executive will not, and the Executive will cause the Executive's affiliates not to (A) engage or employ, or solicit or contact with a view to the engagement or employment of, any person who is then currently an officer or employee of the Company or any of its Affiliates or was an officer or employee of the Company or any of its Affiliates within the prior six months or (B) canvass, solicit, approach or entice away or cause to be canvassed, solicited, approached or enticed away from the Company or any of its Affiliates any person who or which is or was (1) a customer of the Company or any of its Affiliates during the

Reference Period and (2) with whom or which the Executive either had contact or a relationship with or about whom or which the Executive developed or acquired Confidential Information during the Reference Period.

(iv) The Executive may seek the written consent of the Company, which may be withheld for any or no reason, to waive the provisions of this Section 10 on a case-by-case basis.

(v) The Executive recognizes that the Executive is a high-level, executive employee who will develop and/or be provided with access to trade secrets as part of the Executive's employment and that the restrictive covenants set forth in this Section 10(b) are reasonable and necessary in light of the Executive's position and access to the Company's trade secrets.

(c) Reasonableness; Enforcement. The Executive and the Company agree and acknowledge that the limitations as to time, geographical area and scope of activity to be restrained as set forth in Section 10(b) are reasonable and do not impose any greater restraint than is necessary to protect the legitimate business interests of the Company. The Executive hereby represents to the Company that the Executive has read and understands, and agrees to be bound by, the terms of this Section 10. The Executive acknowledges that the geographic scope and duration of the covenants contained in this Section 10 are the result of arm's-length bargaining and are fair and reasonable in light of (i) the nature and wide geographic scope of the operations of the Business, (ii) the Executive's level of control over and contact with the Business in all jurisdictions in which it is conducted, (iii) the fact that the Business is conducted throughout the Restricted Area and (iv) the amount of compensation, trade secrets and Confidential Information that the Executive is receiving in connection with the performance of the Executive's duties hereunder. It is the desire and intent of the parties that the provisions of this Section 10 be enforced to the fullest extent permitted under applicable Legal Requirements, whether now or hereafter in effect and therefore, to the extent permitted by applicable Legal Requirements, the Executive and the Company hereby waive any provision of applicable Legal Requirements that would render any provision of this Section 10 invalid or unenforceable.

(d) Reformation. The Company and the Executive agree that the foregoing restrictions are reasonable under the circumstances and that any breach of the covenants contained in this Section 10 would cause irreparable injury to the Company. The Executive represents that enforcement of the restrictive covenants set forth in this Section 10 will not impose an undue hardship upon the Executive or any person or entity affiliated with the Executive. The Executive understands that the foregoing restrictions may limit the Executive's ability to engage in certain businesses anywhere in the Restricted Area during the Prohibited Period, but acknowledges that the Confidential Information provided to or developed by the Executive is of such importance that it justifies such restriction. Further, the Executive acknowledges that the Executive's skills are such that the Executive can be gainfully employed in non-competitive employment, and that the agreement not to compete will not prevent the Executive from earning a living. Nevertheless, if any of the aforesaid restrictions are found by a court of competent jurisdiction to be unreasonable, or overly broad as to geographic area or time, or otherwise unenforceable, the parties intend for the restrictions herein set forth to be modified by the court making such determination so as to be reasonable and enforceable and, as so modified, to be fully enforced. By agreeing to this

contractual modification prospectively at this time, the Company and the Executive intend to make this provision enforceable under the Legal Requirements of all applicable jurisdictions so that the entire agreement not to compete and this Agreement as prospectively modified shall remain in full force and effect and shall not be rendered void or illegal.

11. Responsibilities with Respect to Confidential Information of Prior Employers. The Company requires the Executive to protect and secure the Company's Confidential Information and intellectual property. Likewise, the Company requires the Executive to protect the confidential information and intellectual property of the Executive's former employers. Accordingly, as a condition of continued employment with the Company:

(a) The Executive agrees not to use, have in the Executive's possession, or refer to any information, data, process, or method which is or was claimed to be confidential or proprietary by any former employer or any customer, supplier or consultant of a former employer.

(b) The Executive will not, during the Employment Term and thereafter, breach any other agreement obligating the Executive to keep in confidence confidential or proprietary information, knowledge, or data acquired by the Executive in confidence or in trust in connection with prior employment before beginning employment with the Company. The Executive will not disclose to the Company or any employee of the Company, or induce the Company or any employee of the Company to use in any unauthorized manner any confidential or proprietary information or material belonging to a former employer of the Executive.

(c) To the extent that the Executive has participated in conversations, meetings or other sharing of information and ideas with attorneys representing the Executive's previous employers, the Executive agrees not to disclose the substance or content of such communications to anyone at the Company.

12. Certain Definitions. Capitalized terms used in the Agreement and not otherwise defined herein shall have the following respective meanings:

(a) "***Affiliate***" shall mean any company or other entity controlled by, controlling or under common control with the Company.

(b) "***Annual Bonus Plan***" shall mean any annual bonus or short-term incentive plan or program established by the Company.

(c) "***Business Day***" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the State of New York are closed (whether such closure is authorized or obligated by law or executive order).

(d) "***Change of Control***" shall mean:

(i) there shall have occurred an event required to be reported with respect to the Company in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item or any similar schedule or form) promulgated under the Exchange Act, whether or not the Company is then subject to such reporting requirement;

(ii) any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) shall have become the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 30% or more of the combined voting power of the Company’s then outstanding voting securities;

(iii) the Company or its subsidiary is a party to a merger or other transaction pursuant to which the shareholders of the other party to such merger or transaction shall have become the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company (or the entity resulting from such merger or other transaction) representing 40% or more of the combined voting power of the Company’s then outstanding voting securities (or the then outstanding voting securities of the entity resulting from such merger or other transaction);

(iv) the Company is a party to a merger, consolidation, sale of assets or other reorganization, or a proxy contest, as a consequence of which members of the Board in office immediately prior to such transaction or event constitute less than a majority of the Board thereafter; or

(v) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board (including, for this purpose, any new director whose election or nomination for election by the Company’s stockholders was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of such period) cease for any reason to constitute at least a majority of the Board.

(e) “***Change of Control Period***” shall mean the period commencing on the occurrence of a Change of Control and ending on the third anniversary of such date.

(f) “***Code***” shall mean the Internal Revenue Code of 1986, as amended.

(g) “***Exchange Act***” shall mean the Securities Exchange Act of 1934, as amended.

(h) “***Termination Date***” shall mean the date of the Executive’s “separation from service” within the meaning of Section 409A of the Code and the regulations and other guidance promulgated thereunder with the Company and all of its Affiliates, as described in Section 5(f).

13. Full Settlement.

(a) There shall be no right of set off or counterclaim against, or delay in, any payments to the Executive, or to the Executive’s heirs or legal representatives, provided for in this Agreement, in respect of any claim against or debt or other obligation of the Executive or others, whether arising hereunder or otherwise.

(b) In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the

provisions of this Agreement, and such amounts shall not be reduced whether or not the Executive obtains other employment.

(c) If the Executive prevails in any material respect, the Company agrees to pay, all costs and expenses (including attorneys' fees) that the Executive, or the Executive's heirs or legal representatives, may reasonably incur as a result of any contest by the Company, the Executive or others of the validity or enforceability of, or liability under, any provision of this Agreement, or any guarantee of performance thereof (including as a result of any contest by the Executive, or the Executive's heirs or legal representatives, about the amount of any payment pursuant to this Agreement). The amounts payable by the Company pursuant to this Section 13(c) shall be paid no later than the end of the taxable year of the Executive that immediately follows the taxable year of the Executive in which such costs and expenses were incurred.

14. No Effect on Other Contractual Rights. The provisions of this Agreement, and any payment provided for hereunder, shall not reduce any amounts otherwise payable to the Executive, or in any way diminish the Executive's rights as an employee of the Company or any of its Affiliates, whether existing on the date of this Agreement or hereafter, under any employee benefit plan, program or arrangement or other contract or agreement of the Company or any of its Affiliates providing benefits to the Executive.

15. Directors and Officers Insurance. The Company shall ensure that during the Employment Term, the Company acquires and maintains directors and officers liability insurance covering the Executive to the extent it is available at commercially reasonable rates as determined by the Board. The provisions of this Section 15 shall continue in effect notwithstanding termination of the Executive's employment hereunder for any reason.

16. Injunctive Relief. In recognition of the fact that a breach by the Executive of any of the provisions of Section 9 or Section 10 will cause irreparable damage to the Company and/or its Affiliates for which monetary damages alone will not constitute an adequate remedy, the Company shall be entitled as a matter of right (without being required to prove damages or furnish any bond or other security) to obtain a restraining order, an injunction, an order of specific performance, or other equitable or extraordinary relief from any court of competent jurisdiction restraining any further violation of such provisions by the Executive or requiring the Executive to perform the Executive's obligations hereunder. Such right to equitable or extraordinary relief shall not be exclusive but shall be in addition to all other rights and remedies to which the Company or any of its Affiliates may be entitled at law or in equity, including the right to recover monetary damages for the breach by the Executive of any of the provisions of this Agreement.

17. Section 409A.

(a) This Agreement is intended to be exempt from or comply with the requirements of Section 409A of the Code ("***Section 409A***") and shall be construed and interpreted in accordance with such intent. To the extent any payment or benefit provided under this

Agreement is subject to Section 409A, such benefit shall be provided in a manner that complies with Section 409A, including any IRS guidance promulgated with respect to Section 409A.

(b) Any provision of this Agreement to the contrary notwithstanding, if the Executive is a "specified employee" within the meaning of that term under Section 409A(a)(2)(B) of the Code, as determined by the Company, on the Executive's Termination Date, all amounts due under this Agreement that constitute a "deferral of compensation" within the meaning of Section 409A of the Code, that are provided as a result of a "separation from service" within the meaning of Section 409A of the Code, and that would otherwise be paid or provided during the first six months following the Executive's Termination Date, shall be accumulated through and paid or provided on the first Business Day that is more than six months after the Executive's Termination Date (or, if Executive dies during such six month period, within 30 days after Executive's death).

(c) All reimbursements or provision of in-kind benefits pursuant to this Agreement shall be made in accordance with Treasury Regulation § 1.409A-3(i)(1)(iv) such that the reimbursement or provision will be deemed payable at a specified time or on a fixed schedule relative to a permissible payment event. Specifically, the amount reimbursed or in-kind benefits provided under this Agreement during Executive's taxable year may not affect the amounts reimbursed or provided in any other taxable year (except that total reimbursements may be limited by a lifetime maximum under a group health plan), the reimbursement of an eligible expense shall be made on or before the last day of the Executive's taxable year following the taxable year in which the expense was incurred, and the right to reimbursement or provision of in-kind benefit is not subject to liquidation or exchange for another benefit.

(d) If the period during which any payment must be made under Sections 6(b) or 6(c) of this Agreement begins in one taxable year and ends in a second taxable year, such payment shall be made in the second taxable year to the extent required to avoid any tax, interest or penalties under Section 409A.

(e) Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement are exempt from, or compliant with, Section 409A and in no event shall any member of the Company or its Affiliates be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Employee on account of non-compliance with Section 409A.

18. Governing Law and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to the principles of conflicts of laws thereof. Venue for any action or proceeding relating to this Agreement and/or the employment relationship hereunder shall lie exclusively in courts in Harris County, Texas.

19. Notices. All notices, requests, demands and other communications required or permitted to be given or made hereunder by either party hereto shall be in writing and shall be deemed to have been duly given or made (i) when delivered personally, (ii) when sent by facsimile transmission, or (iii) five days after being deposited in the United States mail, first class registered or certified mail, postage prepaid, return receipt requested, to the party for which intended at the

following addresses (or at such other addresses as shall be specified by the parties by like notice, except that notices of change of address shall be effective only upon receipt):

If to the Company, at Dril-Quip, Inc.
Attention: General Counsel
6401 N. Eldridge Pkwy.
Houston, TX 77041
Fax No.: (713) 939-5329

If to the Executive, at the current address in the Company's personnel files.

20. Binding Effect; Assignment; No Third Party Benefit.

(a) This Agreement is personal to the Executive and without the prior written consent of the Company shall not be assignable by the Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and shall be enforceable by the Executive's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

(c) The Company shall require any successor or assign (whether direct or indirect, by purchase, merger, consolidation, amalgamation or otherwise) to all or substantially all the business and/or assets of the Company, by agreement in writing in form and substance reasonably satisfactory to the Executive, absolutely and unconditionally to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession or assignment had taken place. As used in this Agreement, the "Company" shall mean the Company as hereinbefore defined and any successor or assign to the business and/or assets of the Company as aforesaid which executes and delivers the agreement provided for in this Section 20(c) or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.

(d) Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties hereto and their respective heirs, legal representatives, successors and permitted assigns, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

21. Miscellaneous.

(a) Amendment. This Agreement may not be modified or amended in any respect except by an instrument in writing signed by the party against whom such modification or amendment is sought to be enforced. No person, other than pursuant to a resolution of the Board or a committee thereof, shall have authority on behalf of the Company to agree to modify, amend or waive any provision of this Agreement or anything in reference thereto.

(b) Waiver. Any term or condition of this Agreement may be waived at any time by the party hereto which is entitled to have the benefit thereof, but such waiver shall only be effective if evidenced by a writing signed by such party, and a waiver on one occasion shall not be

deemed to be a waiver of the same or any other type of breach on a future occasion. No failure or delay by a party hereto in exercising any right or power hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right or power.

(c) Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(d) Nonalienation of Benefits. The Executive shall not have any right to pledge, hypothecate, anticipate or in any way create a lien upon any payments or other benefits provided under this Agreement; and no benefits payable hereunder shall be assignable in anticipation of payment either by voluntary or involuntary acts, or by operation of law, except by will or pursuant to the laws of descent and distribution.

(e) Severability. If any provision of this Agreement is held to be invalid or unenforceable, (i) this Agreement shall be considered divisible, (ii) such provision shall be deemed inoperative to the extent it is deemed invalid or unenforceable, and (iii) in all other respects this Agreement shall remain in full force and effect; *provided*, *however*, that if any such provision may be made valid or enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be valid and/or enforceable to the maximum extent permitted by applicable law.

(f) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof, and from and after the Effective Date, this Agreement shall supersede any other prior agreement or understanding, both written and oral, between the parties with respect to such subject matter.

(g) Captions. The captions herein are inserted for convenience of reference only, do not constitute a part of this Agreement, and shall not affect in any manner the meaning or interpretation of this Agreement.

(h) References. All references in this Agreement to Sections, subsections and other subdivisions refer to the Sections, subsections and other subdivisions of this Agreement unless provided otherwise. The words “this Agreement”, “herein”, “hereof”, “hereby”, “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless so limited. Whenever the words “include”, “includes” and “including” are used in this Agreement, such words shall be deemed to be followed by the words “without limitation”. Words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires.

[Execution Page Follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf by its duly authorized officer, and the Executive has executed this Agreement, as of the date first above set forth.

DRIL-QUIP, INC.

____

Name: Jeffrey J. Bird
Title: President and Chief Executive Officer

EXECUTIVE

____

Donald M. Underwood

Exhibit 10.10

AMENDMENT NO. 1 TO THE
2017 OMNIBUS INCENTIVE PLAN
OF
DRIL-QUIP, INC.

WHEREAS, Dril Quip, Inc., a Delaware corporation (the "***Company***"), maintains the 2017 Omnibus Incentive Plan of Dril Quip, Inc. (as amended and restated from time to time, the "***Plan***");

WHEREAS, Section 13 of the Plan provides that the Board of Directors (the "***Board***") of the Company may amend the Plan for any purpose permitted by law; and

WHEREAS, the Board has determined that it is advisable and appropriate to amend the Plan as set forth below, that such amendment will not adversely affect the rights of any participant under any award previously granted under the Plan, and that approval of the Company's stockholders of such amendment is not required under applicable law or NYSE listing standards.

NOW, THEREFORE, the Plan is hereby amended as follows:

1. A new subsection (iii) is added to the definition of "Change of Control" in Section 2 of the Plan to read as follows, and subsections (iii) and (iv) of such definition are renumbered (iv) and (v), respectively:

    (iii) the Company or any Subsidiary is a party to a merger or other transaction pursuant to which the shareholders of the other party to such merger or transaction shall have become the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company (or the entity resulting from such merger or other transaction) representing 40% or more of the combined voting power of the Company's then outstanding voting securities (or the then outstanding voting securities of the entity resulting from such merger or other transaction);

IN WITNESS WHEREOF, this Amendment No. 1 to the Plan is executed effective as of this 25th day of October, 2022.

DRIL QUIP, INC.,
a Delaware corporation

By:	
Name:	James C. Webster
Title:	Vice President, General Counsel and Secretary

Exhibit 10.17

2017 OMNIBUS INCENTIVE PLAN OF DRIL-QUIP, INC.

RESTRICTED STOCK AWARD AGREEMENT

(Senior Management)

THIS RESTRICTED STOCK AWARD AGREEMENT (this "***Award***") is made as of October 28, 2022 (the "***Grant Date***"), by and between Dril-Quip, Inc., a Delaware corporation (the "***Company***"), and __________________ (the "***Grantee***").

W I T N E S S E T H:

WHEREAS, pursuant to the 2017 Omnibus Incentive Plan of Dril-Quip, Inc. (the "***Plan***"), the Compensation Committee (the "***Committee***") of the Board of Directors of the Company (the "***Board***") has determined that it would be in the interest of the Company and its stockholders to grant restricted shares of Company common stock, par value $0.01 per share (the "***Common Stock***"), as provided herein, in order to encourage the Grantee to remain in the employ of the Company or its Subsidiaries, to encourage the sense of proprietorship of the Grantee in the Company and to stimulate the active interest of the Grantee in the development and financial success of the Company.

NOW THEREFORE, the Company awards the restricted shares of Common Stock ("***Restricted Stock***") to the Grantee, subject to the following terms and conditions of this Award:

1. **Grant of Restricted Stock.** Subject to the terms and conditions contained herein, including, but not limited to, Section 2 of this Award, the Company hereby grants to the Grantee an award of ________________ shares of Restricted Stock under the Plan. Capitalized terms used, but not otherwise defined, herein shall have the meanings set forth in the Plan.

As of the Grant Date, as determined by the Committee, the shares of Restricted Stock will be (i) registered in a book entry account ("***Account***") in the name of the Grantee or (ii) evidenced by the issuance of stock certificates, which certificates will be registered in the name of the Grantee and will bear an appropriate legend referring to the terms, conditions, and restrictions applicable to the Restricted Stock. Any certificates issued that evidence the shares of Restricted Stock shall be held in custody by the Company or, if specified by the Committee, by a third party custodian or trustee, until the restrictions on such shares shall have lapsed, and, as a condition of this Award, the Grantee shall deliver a stock power, duly endorsed in blank, relating to the shares of Restricted Stock. The Restricted Stock will constitute issued and outstanding shares of Common Stock for all corporate purposes.

2. **Vesting Schedule; Settlement.**

(a) Except as provided in Section 2(b) below, the restrictions on the shares of Restricted Stock shall lapse, and the shares shall vest, in the following percentages on the following vesting dates:

(i) 33 1/3% on the first anniversary of the Grant Date;

(ii) 33 1/3% on the second anniversary of the Grant Date; and

(iii) 33 1/3% on the third anniversary of the Grant Date;

; *provided*, *however*, that the Grantee is continuously employed by the Company or a Subsidiary from the Grant Date through each of the above vesting dates. Any fractional shares shall be rounded-up to the next whole share (not to exceed the total number of shares of Restricted Stock granted under this Award). If the Grantee does not remain continuously employed by the Company or a Subsidiary until the vesting dates specified above, then all shares of then outstanding Restricted Stock shall be forfeited immediately after termination of the Grantee's employment.

(b) Notwithstanding the foregoing, should a successor or acquirer (or any parent of such entity) fail to assume, replace or continue this Award in the event of a Change of Control, the Restricted Stock shall become fully vested and the restrictions shall lapse as of the date of the occurrence of such Change of Control; provided, however, that the Grantee has been in continuous employment with the Company or a Subsidiary at all times since the Grant Date. In the event that a successor or acquirer (or any parent of such entity) assumes, replaces or continues this Award in the event of a Change of Control, the Restricted Stock shall become fully vested and the restrictions shall lapse in the event of the Grantee's termination of employment by the Company without "Cause" or by the Grantee for "Good Reason", in either case, during a "Change of Control Period". For purposes of this Award, the following terms shall have the following meanings:

(i) "Cause" shall have the meaning ascribed to such term in any written employment, services, severance or similar agreement between the Company and the Grantee, or, in the absence of any such agreement or use of such term in such agreement, shall mean (A) the commission of a felony or any other crime by the Grantee involving intentional and actual fraud, dishonesty or breach of trust; (B) willful misconduct or gross negligence with respect to the Grantee's performance of his or her duties for the Company, including the duties set forth in any employment, services or similar agreement (other than such failure resulting from incapacity due to physical or mental illness or injury); (C) conduct by the Grantee bringing the Company or its affiliates into material public disgrace; or (D) material failure to perform duties of the office held by the Grantee as reasonably directed in writing by the Grantee's supervisor (other than such failure resulting from incapacity due to physical or mental illness or injury).

(ii) "Change of Control Period" shall mean the period commencing on the occurrence of a Change of Control and ending on the second anniversary of such date.

(iii) "Good Reason" shall have the meaning ascribed to such term in any written employment, services, severance or similar agreement between the Company and the Grantee, or, in the absence of any such agreement or use of such term in such agreement, shall mean any of the following (without the Grantee's written consent): (A) a material diminution in the Grantee's position (including offices, titles and

reporting requirements), authority, duties or responsibilities, including the Grantee's failure to serve in the same office of any successor entity or the parent of any successor entity following a Change of Control; or (B) any material failure by the Company to comply with any of the provisions of any employment, services or similar agreement between the Grantee and the Company; or (C) the Company's requiring the Grantee to be based at any office located more than 50 miles from Grantee's primary work location immediately prior to such Change of Control. Notwithstanding the foregoing, Good Reason shall cease to exist under this Award unless (i) within 60 days of Grantee's knowledge of the initial existence of the condition or conditions giving rise to Good Reason the Grantee provides written notice to the Company of the existence of such condition or conditions, (ii) the Company fails to remedy such condition or conditions within 30 days following the receipt of such written notice (the "Cure Period"); (iii) if any such condition is not remedied within such Cure Period, the Grantee terminates employment within 10 business days following expiration of such Cure Period.

(c) As soon as administratively feasible, but in no event later than 30 days following the vesting and lapse of restrictions on the Restricted Stock, and subject to tax withholding, the Company will cause to be removed from the Account the restrictions or, if requested in writing to the Committee, cause to be issued and delivered to the Grantee (in certificate or electronic form) shares of Common Stock equal to the number of shares of Restricted Stock that have vested, less the amount of Common Stock withheld, if any.

3. **Voting and Dividend Rights.** During the period in which the restrictions provided herein are applicable to the Restricted Stock, the Grantee shall have the right to vote the shares of Restricted Stock. Subject to the forfeiture condition described below, Grantee shall be entitled to receive any cash dividends paid with respect to the Restricted Stock during the Restriction Period, but such dividends shall be held by the Company and paid, without interest, within 10 days following the lapse of the restriction on the underlying shares of Restricted Stock. In the event shares of Restricted Stock are forfeited, cash dividends paid with respect to such shares during the Restriction Period shall also be forfeited. Any dividend or distribution payable with respect to shares of Restricted Stock that shall be paid or distributed in shares of Common Stock shall be subject to the same restrictions provided for herein, and the shares so paid or distributed shall be deemed Restricted Stock subject to all terms and conditions herein. Any dividend or distribution (other than cash or Common Stock) payable or distributable on shares of Restricted Stock, unless otherwise determined by the Committee, shall be subject to the terms and conditions of this Award to the same extent and in the same manner as the Restricted Stock is subject; provided that the Committee may make such modifications and additions to the terms and conditions (including restrictions on transfer and the conditions to the timing and degree of lapse of such restrictions) that shall become applicable to such dividend or distribution as the Committee may provide in its absolute discretion.

4. **Transfer Restrictions.** Except as expressly provided in the Plan or herein, the shares of Restricted Stock are non-transferable and may not otherwise be assigned, pledged, hypothecated or otherwise disposed of and shall not be subject to execution, attachment or similar process. Upon any attempt to effect any such disposition, or upon the levy of any such process, the award provided

for herein shall immediately become null and void, and the shares of Restricted Stock shall be immediately forfeited to the Company.

5. **Tax Withholding.** The Company will have the right to deduct from the shares of Common Stock and dividends otherwise payable or deliverable an amount of cash and/or number of shares of Common Stock (valued at their Fair Market Value) on the applicable date that is equal to the amount of all federal, state and local taxes required to be withheld by the Company, as determined by the Committee. Unless the Committee or the Board shall determine otherwise at any time after the date hereof, the Grantee may satisfy all or part of such withholding tax requirement by (i) electing to sell to the Company a designated number of unrestricted shares of Common Stock held by the Grantee at a price per share equal to the Fair Market Value of such shares or (ii) directing the Company to retain shares of Common Stock otherwise deliverable under this Award.

6. **Incorporation of Plan Provisions.** This Award and the award of Restricted Stock hereunder are made pursuant to the Plan and are subject to all of the terms and provisions of the Plan as if the same were fully set forth herein. In the event that any provision of this Award conflicts with the Plan, the provisions of the Plan shall control. The Grantee acknowledges receipt of a copy of the Plan and agrees that all decisions under and interpretations of the Plan by the Committee shall be final, binding and conclusive upon the Grantee.

7. **No Rights to Employment.** Nothing contained in this Award shall confer upon the Grantee any right to continued employment by the Company or any Subsidiary of the Company, or limit in any way the right of the Company or any Subsidiary to terminate or modify the terms of the Grantee's employment at any time.

8. **Notice**. Unless the Company notifies the Grantee in writing of a different procedure, any notice or other communication to the Company with respect to this Award shall be in writing and shall be delivered personally or sent by first class mail, postage prepaid to the following address:

Dril-Quip, Inc.
6401 N. Eldridge Parkway
Houston, Texas 77041
Attn: Corporate Secretary

Any notice or other communication to the Grantee with respect to this Award shall be in writing and shall be delivered personally, shall be sent by first class mail, postage prepaid, to the Grantee's address as listed in the records of the Company on the Grant Date, unless the Company has received written notification from the Grantee of a change of address, or shall be sent to the Grantee's e-mail address specified in the Company's records.

9. **Miscellaneous.**

(a) THIS AWARD SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS.

(b) The granting of this Award shall not give the Grantee any rights to future grants.

(c) This Award, including the relevant provisions of the Plan, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, with respect to the subject hereof.

(d) This Award may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

DRIL-QUIP, INC.

By:_
Name:___
Title:____

The Grantee acknowledges receipt of a copy of the Plan, represents that he or she is familiar with the terms and provisions thereof, and hereby accepts this Award subject to all of the terms and provisions hereof and thereof.

GRANTEE

_____
[NAME]

Exhibit 10.19

2017 OMNIBUS INCENTIVE PLAN OF DRIL-QUIP, INC.

2022 PERFORMANCE UNIT AWARD AGREEMENT

To: ________________________

You have been selected as a recipient of performance units ("***Performance Units***") under the 2017 Omnibus Incentive Plan of Dril-Quip, Inc. (the "***Plan***"). This Award Agreement ("***Agreement***") and the Plan together govern your rights and set forth all of the conditions and limitations affecting such rights. Terms used in this Agreement that are defined in the Plan will have the meanings ascribed to them in the Plan. If there is any inconsistency between the terms of this Agreement and the terms of the Plan, the Plan's terms will supersede and replace the conflicting terms of this Agreement.

1. **Terms.** Pursuant to the terms and conditions of the Plan and this Agreement, you have been granted Performance Units as outlined below:

Grant Date: October 28, 2022

Performance Period: October 1, 2022 through September 30, 2025

Vesting Date: October 28, 2025

Performance Units At Target: [●]

Performance Goal: Schedule I to this Agreement describes the manner in which the total number of Performance Units that vest hereunder will be calculated, with the total number of vested Performance Units based on the total shareholder return of the Company's Common Stock as compared to the total shareholder return of the component companies on the VanEck OIH Index and the S&P 500 Index, as described in more detail on Schedule I (the "***Performance Goal***").

2. **Vesting.** After the close of the Performance Period, but before the Vesting Date, the Committee shall determine and certify the extent to which the Performance Goal has been achieved in accordance with Schedule I. The Performance Units will vest and become non-forfeitable on the Vesting Date in an amount determined based on the results of the Performance Goal, provided you have been continuously employed by the Company or an affiliate of the Company at all times from the Grant Date until the Vesting Date. For the avoidance of doubt, if the Committee determines that the level of achievement of the Performance Goal does not meet the minimum threshold requirement specified in Schedule I, then all Performance Units shall be forfeited. If you are not employed on the Vesting Date, you shall have no rights under this Agreement and all Performance Units shall be forfeited as of your termination date.

Retirement

Notwithstanding any provision in this Agreement to the contrary, if you terminate your employment due to Retirement (as defined below), then, except as provided in the paragraph below or section 7 below, you will not forfeit your Performance Units as a result of your Retirement, and on the Vesting Date you will vest in the number of Performance Units determined by multiplying

(i) the number of Performance Units that would have vested as determined in accordance with the paragraph immediately above had your employment not terminated and (ii) a fraction, the numerator of which is the number of days that elapsed between the Grant Date and the date of your termination of employment due to Retirement and the denominator of which is 1095.

For purposes of this Agreement, "Retirement" means your voluntary termination of employment on or after the date when you are at least 55 years old and have at least five years of service (based on your employment with the Company and its Subsidiaries or predecessor companies); provided, however, that if the Committee determines, in its sole discretion, at any time prior to the Vesting Date that you have taken any action or actions that are detrimental or injurious to the Company or any of its Subsidiaries, then your termination of employment shall be treated as a voluntary termination and not Retirement and as a result your Performance Units shall be forfeited as of such determination date.

Death

Notwithstanding any provision in this Agreement to the contrary, if your employment terminates due to death, then on the date of your death you will vest in the number of Performance Units determined by multiplying (i) the number of Performance Units at Target and (ii) a fraction, the numerator of which is the number of days that elapsed between the Grant Date and the date of your termination of employment due to death and the denominator of which is 1095.

3. **Book Entry Account.** The Company shall establish (or shall instruct its transfer agent or stock plan administrator to establish) a book entry account representing the Performance Units at target in your name effective as of the Grant Date, provided that the Company shall retain control of the Performance Units in such account until the Performance Units have become vested in accordance with this Agreement and shares of Common Stock have been issued, if any, in settlement of the Performance Units.

4. **Distribution of Shares.** You shall receive one share of Common Stock in satisfaction of each vested Performance Unit credited to your account, which shall be registered in your name and transferable by you, on the Vesting Date.

5. **Stockholder Rights; Dividend Equivalents.** The Performance Units do not confer on you any rights of a stockholder of the Company unless and until shares of Common Stock are in fact issued to you in connection with the vested Performance Units. However, cash dividends or other cash distributions, if any, shall be paid with respect to the number of shares of Common Stock that ultimately vest under this Agreement as if such shares of Common Stock had been outstanding during the entire period from the Grant Date to the Vesting Date. Any such cash dividends or other cash distributions shall vest and be paid in cash if and at such times the underlying Performance Units vested.

6. **Transferability.** No rights granted under this Agreement can be assigned or transferred, whether voluntarily or involuntarily, by operation of law or otherwise, except by will or the laws of descent and distribution. In the event of any transfer or assignment of rights granted under this Agreement in accordance with this Section 6, the person or persons, if any, to whom such rights are transferred by will or by the laws of descent and distribution shall be treated after your death the same as you under this Agreement. Any attempted transfer or assignment of rights under this Agreement prohibited under this Section 6 shall be null and void.

7. **Change of Control.** In the event of a Change of Control prior to end of the Performance Period, the Performance Period shall be deemed to end on the date of the Change of Control and the number of Performance Units subject to this Agreement shall be fixed at a number equal to the greater of

(i) the number of Performance Units at Target and (ii) the number of Performance Units that would vest based on the level of achievement of the Performance Goal through the end of such adjusted Performance Period, calculated in accordance with Schedule I and certified by the Committee; provided, however, that the Committee may, in its sole discretion, fix such number at a greater number of Performance Units up to the maximum number of Performance Units that could otherwise be earned in accordance with Schedule I.

Should a successor or acquirer (or any parent of such entity) fail to assume, replace or continue this Agreement following such Change of Control, such Performance Units shall become fully vested as of the date of the occurrence of such Change of Control and shall be paid in Common Stock or cash (based on the value of the Common Stock immediately prior to the Change of Control multiplied by the number of vested Performance Units), in the discretion of the Committee, no later than 10 business days after the date of the Change of Control; provided, however, that you have been in continuous employment with the Company or a Subsidiary at all times since the Grant Date. In the event that a successor or acquirer (or any parent of such entity) assumes, replaces or continues this Award following such Change of Control, such Performance Units shall remain outstanding and become fully vested on the earlier of (1) the Vesting Date; or (2) the date of your termination of employment by the Company without “Cause” or by you for “Good Reason”, in either case, during a “Change of Control Period” (which termination date shall otherwise be treated as the Vesting Date hereunder, including for purposes of Section 4 hereof).

For purposes of this Agreement, the following terms shall have the following meanings:

“Cause” shall have the meaning ascribed to such term in any written employment, services, severance or similar agreement between you and the Company, or, in the absence of any such agreement or use of such term in such agreement, shall mean (A) the commission of a felony or any other crime by you involving intentional and actual fraud, dishonesty or breach of trust; (B) willful misconduct or gross negligence with respect to your performance of your duties for the Company, including the duties set forth in any employment, services or similar agreement (other than such failure resulting from incapacity due to physical or mental illness or injury); (C) conduct by you bringing the Company or its affiliates into material public disgrace; or (D) material failure to perform duties of the office held by you as reasonably directed in writing by your supervisor (other than such failure resulting from incapacity due to physical or mental illness or injury).

“Change of Control Period” shall mean the period commencing on the occurrence of a Change of Control and ending on the second anniversary of such date.

“Good Reason” shall have the meaning ascribed to such term in any written employment, services, severance or similar agreement between you and the Company, or, in the absence of any such agreement or use of such term in such agreement, shall mean any of the following (without your written consent): (A) a material diminution in your position (including offices, titles and reporting requirements), authority, duties or responsibilities, including your failure to serve in the same office of any acquirer or successor entity or the parent of any acquirer or successor entity following a Change of Control; or (B) any material failure by the Company to comply with any of the provisions of any employment, services or similar agreement between you and the Company; or (C) the Company’s requiring you to be based at any office located more than 50 miles from your primary work location immediately prior to such Change of Control. Notwithstanding the foregoing, Good Reason shall cease to exist under this Award unless (i) within 60 days of your knowledge of the initial existence of the condition or conditions giving rise to Good Reason you provide written notice to the Company of the existence of such condition or conditions, (ii) the Company fails to remedy such condition or conditions within 30 days following the receipt of such written notice (the “Cure Period”); (iii) if any such condition is not remedied within such Cure Period, you terminate employment within 10 business days following expiration of such Cure Period.

8. Withholding; Code Section 409A. The Company has the right to deduct applicable taxes from any payment under this Agreement and withhold, at the time of vesting of shares of Common Stock, an appropriate number of shares of Common Stock for payment of required withholding taxes or to take such other action as may be necessary in the opinion of the Company to satisfy all obligations for withholding of such taxes, as determined by the Committee. The Performance Units granted under this Agreement are intended to comply with or be exempt from Code Section 409A, and ambiguous provisions of this Agreement, if any, shall be construed and interpreted in a manner consistent with such intent.

9. Notice. Any written notice required or permitted by this Agreement shall be mailed, certified mail (return receipt requested) or hand-delivered. Notice to the Company shall be addressed to the Company's General Counsel at 6401 N. Eldridge Parkway, Houston, Texas 77041. Notice to you shall be addressed to you at your most recent home address on record with the Company or will be sent to your e-mail address on record with the Company. Notices are effective upon receipt.

10. Requirements of Law. The granting of Performance Units and the issuance of shares of Common Stock under the Plan will be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

11. Miscellaneous.

(i) The granting of this Award shall not give you any rights to similar grants in future years or any right to be retained in the employ or service of the Company or its subsidiaries or interfere in any way with the right of the Company or any such subsidiary to terminate your employment or services at any time, or your right to terminate your employment or services at any time.

(ii) THIS AWARD SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS.

(iii) This Award, including the relevant provisions of the Plan, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, with respect to the subject hereof.

(iv) This Award may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

DRIL-QUIP, INC.

By:

The undersigned grantee acknowledges receipt of a copy of the Plan, represents that he or she is familiar with the terms and provisions thereof, and hereby accepts this Award subject to all of the terms and provisions hereof and thereof.

GRANTEE

_____

[NAME]

SCHEDULE I

2017 OMNIBUS INCENTIVE PLAN OF DRIL-QUIP, INC.

2022 PERFORMANCE UNIT AWARD AGREEMENT

12. Definitions.

(i) "**Adjustment Factor**" means the adjustment factor calculated in accordance with Section 2 of this Schedule I.

(ii) "**Beginning Price**" means the average closing price of a share of common stock for the 30 consecutive trading day period including and prior to October 1, 2022.

(iii) "**Comparison Companies**" means each component company of the VanEck OIH Index as of September 30, 2024 (or the last day of the Performance Period if earlier), provided that such company is continuously a publicly traded company on a national securities exchange during the full Performance Period. Notwithstanding the foregoing, if any component company of the VanEck OIH Index as of September 30, 2024 (or the last day of the Performance Period if earlier) ceases to be a publicly traded company on a national securities exchange as a result of such company's bankruptcy during the third year of the Performance Period, such component company will be included at the bottom of the ranking provided for under Section 2(ii) of this Schedule I.

(iv) "**Dividends**" means the sum of all ordinary and extraordinary dividends paid during the Performance Period with respect to the applicable share of common stock.

(v) "**Ending Price**" means the average closing price of a share of common stock for the 30 consecutive trading day period including and prior to the last day of the Performance Period.

(vi) "**VanEck OIH Index**" means the VanEck Oil Services ETF.

(vii) "**Total Shareholder Return**" means a fraction, the numerator of which is the Ending Price plus Dividends minus the Beginning Price, and the denominator of which is the Beginning Price.

13. Calculation of Performance Unit Adjustment.

(i) The number of Performance Units that shall vest as of the Vesting Date shall be equal to the product of (a) the number of Performance Units at Target, *multiplied by* (b) the Adjustment Factor.

(ii) The Total Shareholder Return of the Company, the S&P 500 Index and of each of the Comparison Companies shall be calculated and certified by the Committee. The percentile ranking of the Company's Total Shareholder Return as compared to the Total Shareholder Return of each Comparison Company and the S&P 500 Index shall determine the Adjustment Factor using the chart below. The Adjustment Factor for performance rankings between points on this chart shall be determined by linear interpolation between the values listed. In no event shall the Adjustment Factor exceed 200%. If the performance ranking is below the 30th percentile, the Adjustment Factor shall be zero. If the Total Shareholder

Return of the Company is negative, the Negative TSR Adjustment Factor shall be determined in lieu of the Adjustment Factor on the chart below.

Performance Ranking	**Adjustment Factor**	**Negative TSR Adjustment Factor**
90th percentile or above	200%	150%
70th percentile	150%	125%
50th percentile (“***Target***”)	100%	100%
30th percentile	50%	50%
Below 30th percentile	0%	0%

Exhibit 21.1

SUBSIDIARIES OF DRIL-QUIP, INC.

Name of Entity	**Jurisdiction of Formation**
Dril-Quip, Inc.	Delaware
Dril-Quip Holdings Pty. Ltd	Australia
Dril-Quip do Brasil Ltda.	Brazil
TIW Canada U.L.C.	Canada
Dril-Quip Oilfield Services (Tianjin) Co., Ltd.	China
Dril-Quip AP Holdings LLC	Delaware
Dril-Quip Holdings LLC	Delaware
Dril-Quip International LLC	Delaware
Dril-Quip Foreign Interest LLC	Delaware
Dril-Quip Investments LLC	Delaware
Dril-Quip Venezuela LLC	Delaware
TIW International, LLC	Delaware
TIWEC, S.A.	Ecuador
Dril-Quip Egypt for Petroleum Services S.A.E.	Egypt
Dril-Quip Asia Pac LP	England
Dril-Quip (Ghana) Ltd.	Ghana
Dril-Quip Cross Ghana Limited	Ghana
PT. DQ Oilfield Services Indonesia	Indonesia
Dril-Quip TIW Mexico S. de R.L. de C.V	Mexico
Dril-Quip B.V.	Netherlands
Dril-Quip (Nigeria) Ltd	Nigeria
Dril-Quip Qatar LLC	Qatar
Dril-Quip TIW Saudi Arabia LLC	Saudi Arabia
Dril-Quip (Europe) Limited	Scotland
Dril-Quip UK Holdco Ltd.	Scotland
Dril-Quip Asia Pacific Pte Ltd	Singapore
TIW Corporation	Texas
Honing Inc.	Texas
TIW Hunshare, LLC	Texas
The Technologies Alliance Inc.	Texas
Dril-Quip Venezuela S.C.A.	Venezuela

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We hereby consent to the incorporation by reference in the Registration Statement on Form S-8 (No. 333-257408, No. 333-218230 and No. 333-118876) of Dril-Quip, Inc. of our report dated March 1, 2023 relating to the financial statements and financial statement schedule and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

Houston, Texas
March 1, 2023

Exhibit 31.1

RULE 13a-14(a)/15d-14(a) CERTIFICATION

I, Jeffrey J. Bird, certify that:

1. I have reviewed this annual report on Form 10-K of Dril-Quip, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 01, 2023

/s/ Jeffrey J. Bird

Jeffrey J. Bird

President, Chief Executive Officer and Director (Principal Executive Officer)

Exhibit 31.2

RULE 13a-14(a)/15d-14(a) CERTIFICATION

I, Kyle F. McClure, certify that:

1. I have reviewed this annual report on Form 10-K of Dril-Quip, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   (d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: March 01, 2023

/s/ Kyle F. McClure

Kyle F. McClure

Vice President and Chief Financial Officer (Principal Financial and Accounting Officer and Duly Authorized Signatory)

Exhibit 32.1

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Dril-Quip, Inc. (the “Company”) on Form 10-K for the period ended December 31, 2022 (the “Report”), as filed with the Securities and Exchange Commission on the date hereof, I, Jeffrey J. Bird, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 01, 2023

/s/ Jeffrey J. Bird

Jeffrey J. Bird

President, Chief Executive Officer and Director (Principal Executive Officer)

Exhibit 32.2

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Dril-Quip, Inc. (the "Company") on Form 10-K for the period ended December 31, 2022 (the "Report"), as filed with the Securities and Exchange Commission on the date hereof, I, Kyle F. McClure, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 01, 2023

/s/ Kyle F. McClure

Kyle F. McClure
Vice President and Chief Financial Officer (Principal Financial and Accounting Officer and Duly Authorized Signatory)