

GENERAL TERMS AND CONDITIONS UNDER WHICH SERVICE WILL BE PERFORMED

It is hereby agreed by and between Customer and Tryton Tool Services Limited Partnership ("Tryton") that Customer is in full charge of conditions in and about the well, the well bore, drilling machinery and derrick, and that Tryton has no means of determining the hazards and dangers existing in and about Customer's well, and to be encountered while performing service, which may cause surface and/or subsurface property damage, personal injury and/or failure of service operation, therefore, Tryton accepted this order only under the following conditions.

1. Tryton makes no warranty of guarantee of results from use of its equipment or the performance of its services. In servicing wells, Tryton's employees will at all times exercise their best judgment under the known or expected prevailing conditions. Nevertheless, since these are judgments and opinions based only on such well conditions, or on the inferences of electrical or other instruments, we cannot and do not guarantee the results nor their accuracy or correctness. All opinions and interpretations are stipulated to be advisory only and customer accepts them as such by requesting the goods and services set forth herein.
CUSTOMER HEREBY AGREES TO HOLD TRYTON, ITS AGENTS AND EMPLOYEES HARMLESS FROM ALL LIABILITY AND EXPENSE FOR INJURIES AND DAMAGES THAT MAY OCCUR FROM THE USE OF ANY AND ALL SUCH TOOLS OR INSTRUMENTS, OPINIONS AND SERVICES RENDERED TO CUSTOMER, AND FROM ALL OTHER INCIDENTAL AND CONSEQUENTIAL DAMAGES. CUSTOMER OR CUSTOMERS HEREBY AGREE THAT WHERE THERE IS MORE THAN ONE PARTY TO THIS AGREEMENT THEY SHALL BE JOINTLY AND SEVERALLY LIABLE IN THE EVENT OF ANY DEFAULT HEREUNDER.
2. Tryton's surface and downhole equipment are designed to operate under normal conditions encountered on the rig and in the well bore. Under abnormal or bad hole conditions, equipment failures and other happenings not under Tryton's direct control, Tryton's equipment may misfire, become stuck in the well, be unrecoverable, or be seriously damaged due to blowouts, collapsed or split casing, highly corrosive gases or chemicals, stranded or broken cables, and debris or other hazards in the well bore. When Tryton's tools are lost in the well, Customer will pay for accrued service performed up to time of loss. Customer assumes full responsibility for fishing operations, all cost of recovering lost tools, and all repairs necessary upon recovery, if not recovered Customer will pay for such lost tools. Tools paid for but subsequently recovered, must be returned to Tryton and proper credit will then be issued to the Customer.
3. At Customer's request, Tryton employees may render advise during a "fishing" operation, or assistance in securing a "fishing" tool to Customer, however, Customer hereby agrees to indemnify and hold Tryton, its agents and employees, harmless from all liability of expense for any costs, injuries or damage that may arise howsoever from the use of such advice or assistance.
4. It is understood and agreed that Tryton is not responsible for any high pressures or accumulations of oil, gas, or water, or other dangerous conditions in or around the well which may cause or be caused by blowouts, explosions or fire, and further, that Tryton does not assume any liability whatsoever for damage to surface property, the well bore, the subsurface reservoirs, or for injury or damage to Customer, its agents and employees, or to third parties or to third party's property or to reservoirs, caused by well blowout, explosion or fire, in the course or performing service. Customer hereby agrees to indemnify and hold Tryton, its agents, employees and subcontractors harmless from all costs and claims for personal injury, property damage, loss, cost or expense arising howsoever from blowout, explosion, or fire on the well.
5. Tryton is not an insurer, and the amounts payable to Contractor in this Agreement are based upon the value of tools rented and/or services rendered and are unrelated to the value of customer's property or the property of others. Contractor shall not be responsible for any consequential or special damages. Customer will indemnify and hold Tryton Tool Services, its agents, employees and subcontractors harmless from all loss, cost, expense, and claims for personal injury, death, or property damage arising from or incident to use of Tryton equipment or performance of service for Customer. The provisions of paragraph 4, above, are paramount pertaining to well blowouts, explosions, or fires.
6. Customer agrees to pay Tryton for services or equipment furnished in accordance with Tryton's applicable current price schedule in effect on the date of services or equipment are performed, attempted or

furnished. All claims against invoices must be made within 30 days after receipt of service, in writing and reported to the General Manager of Tryton. If Customer does not issue a written dispute of claim within 30 days, notwithstanding the dispute is not resolved, Customer will pay to Tryton all amounts due and owing without set-off pending resolution of the dispute. The payment made by the Customer shall not affect the Customer's dispute. Terms of payment of charges are NET CASH on sale of equipment or performance of service charges for rentals and services and are payable within thirty days at the Tryton office from which invoiced and interest is chargeable at 2% per month (24% per annum) thereafter.

7. Customer shall arrange to provide and pay for tractors, vessels, aircraft or other special means of transportation in order for Tryton to gain access to or return from the well.
8. Any tax based on, or measured by the charges made for, or the cash receipts from the sale of products and/or the rendering of services shall be payable in addition to the charges stated in the Price Schedule.
9. All of the conditions herein shall also apply in favor of manufacturers or suppliers of any equipment that we may use on the well or rent to Customer.
10. Customer shall liable for return of all rental equipment, to Tryton's warehouse in the same condition the equipment was in at the time it was delivered to Customer, ordinary wear alone accepted.
11. Tryton is an Independent Contractor performing services. Customer at all times retains full care, custody, and control of the well, the direction of services to be performed, and agrees to have a representative present to furnish instructions and to verify and approve the depths and methods to the employed at the time services are performed.
12. FAILURE TO ENFORCE ANY OF THE ABOVE TERMS AND CONDITIONS IN A PARTICULAR INSTANCE SHALL NOT CONSTITUTE A WAIVER OR PRECLUDE ENFORCEMENT OF SUCH TERMS AND CONDITIONS AS TO SUBSEQUENT EVENTS.
13. It is expressly understood and agreed that Tryton will not be bound by any agreement, oral or otherwise not contained herein.
14. PRICES SUBJECT TO CHANGE WITHOUT NOTICE.