



GENERAL TERMS AND CONDITIONS

It is recognized that conditions in and about any well or work site may involve hazards to property or impediments to the proper functioning of equipment and the performance of services, and that such conditions are not and never have been subject to inspection or control by The WellBoss Company Inc.

It is therefore agreed that:

1. WellBoss warrants that products or parts sold or rented to customers shall be without fault, defect or deficiency, in good working condition, of the best design, materials and workmanship, shall be properly assembled, shall not infringe any 3rd party intellectual property rights, be free and clear of all liens, be of good and merchantable quality and shall be fit for ordinary intended purpose. Liability under this warranty is limited to replacement of or credit for defective equipment or parts.
2. Warranty shall not apply to the extent that any non-conformity is caused through customers failure to properly store the goods, abnormal well conditions, incorrect specification provided by customer, vandalism or force majeure or use or handling of the goods in a manner inconsistent with WellBoss recommendations. No warranty is provided or implied that any product supplied by WellBoss will accomplish any particular result.
3. Services rendered by WellBoss in connection with the rental or sale of its products consist only of technical advice as to make-up, inspection and operation or use. When any such services are rendered, customer will retain full custody, control and supervision of the work and the well and the conduct or operation thereof, and a representative of the customer shall be present with full authority to direct operations.
4. WellBoss will exert its best efforts to render other services offered by it as requested. No guarantee or representation is made as to results, and charges will be made regardless of results obtained. WellBoss reserves the right to remove equipment and personnel from the well at any time if in its opinion conditions make such action advisable.
5. Customer will hold WellBoss harmless from any liability or claim of liability to any person, firm or corporation for damage to person or property arising out of or in connection with the use of equipment sold, or rented hereunder, or the rendering of services hereunder, except for damage caused by willful fault or gross negligence of WellBoss.
6. WellBoss will hold customer harmless from all damage and from any liability to others for or in connection with damage caused by WellBoss's willful fault or negligence of WellBoss except in cases where concurrent or contributory fault of customer or customer's agents, servants, employees or contractors shall have contributed to such damage.
7. WellBoss will hold customer harmless from any liability or injury to employees of WellBoss except in such cases where such injury results from the fault of customer or customer's agents, servants, employees or contractors.

8. WellBoss will defend at its own cost and expense any suit charging patent infringement in the rental or sale of any unaltered products, and will pay judgment awarded by court against customer as a result of any such suit, provided the customer is using the product in a manner prescribed by WellBoss and notifies WellBoss promptly of such suit and tenders the defense hereof to WellBoss.

9. Products not sold to customer will remain the property of WellBoss, and are not to be repaired or modified without WellBoss's consent. If lost or damaged beyond ordinary wear and tear, such products will be charged for as provided in WellBoss's current schedules. Any equipment belonging to WellBoss in Customer's possession may be repossessed by WellBoss upon sixty (60) days' notice.

10. The entire liability of WellBoss, including express and implied warranties, in connection with its products or services is set forth above, and no one is authorized to waive or amend the same in any particular.

11. Prices, rates or terms are subject to change without notice. Equipment manufactured by others will be sold, rented or used by WellBoss under these terms and conditions except where inconsistent with the manufacturer's terms and conditions, when the latter shall prevail.
TERMS OF PAYMENT - 30 days net. Interest chargeable there after at, 1.5 % per month (18% Per annum).

SHIPPING DATES - All statements of date of shipment are estimates. We use our best effort to ship within the time estimated, but the shipment of any order may be delayed by causes beyond our control

TAXES AND OTHER CHARGES - Any tax based on or measured by the charges or collection for the sale or rental of products or the rendering of services, import duties, documentation charges, freight charges and transfer fees shall be added to the stated price.

CANCELLATION AND RETURNS - Orders for products of special design, size or materials are not cancellable after receipt at our factories. Special process will be charged for altered equipment or products made to customer specifications. Credit will not be allowed for products returned without prior written authority.

CHANGE OF DESIGN - We reserve the right to change or modify the design of any WellBoss product without obligation to furnish or install changes or modifications on products previously or subsequently sold.

RENTAL OF EQUIPMENT - Rental charges commence when the equipment leaves WellBoss service base points and continues until returned thereto. If equipment is shipped by carrier to or from lease location, cost of freight will be charged at WellBoss's cost. Cost of restoring rented equipment to first class condition after use will be charged to customer.