

TERMS AND CONDITIONS

Stream-Flo Industries Ltd. ("Stream-Flo") and the Buyer agree that "contract" as used herein may refer to an accepted Purchase Order, these Terms and Conditions, or other documentation that confirms a particular order for Stream-Flo's products. For greater certainty, the contract between Stream-Flo and the Buyer includes these Terms and Conditions, which shall be subject to change from time to time by Stream-Flo. Further, the parties agree that any alternative terms to the accepted Purchase Order or these Terms and Conditions proposed by the Buyer, whether endorsed hereon or submitted by letter/email or by phone will be void, unless first accepted in writing by an authorized signatory of Stream-Flo.

Price: Prices set out in the Stream-Flo's rental price list are subject to change without notice. All rentals will be billed upon the return of all equipment, tools, or other items rented to Customer (**Rental Equipment**) or the last day of every month (whichever occurs first), unless otherwise agreed in writing by an authorized representative of Stream-Flo. Notwithstanding the foregoing, except otherwise communicated by Stream-Flo, (a) quoted prices shall be valid and honoured for thirty (30) days from the day the quotation was provided to Customer by Stream-Flo ("Quotation Period"), and (b) prices of Rental Equipment shall remain in effect and shall not be subject to change from the day the Rental Equipment was delivered to Customer to the termination or expiry date of the applicable rental. Stream-Flo shall not be under any obligation to keep the Rental Equipment in stock, ready and available to be provided to the Customer during the Quotation Period or any other period whatsoever. The Customer shall have no remedy against Stream-Flo for short stock or nonavailability of the Rental Equipment at the time of submitting an order for same.

Schedule and Delivery/Return: Quotations and delivery of Rental Equipment are Ex Works (Incoterms 2010) at Stream-Flo's After Market Services facility in Edmonton (4651-76 Avenue, Edmonton, Alberta) or Grande Prairie (15501-89 Street Grande Prairie, Alberta), unless otherwise expressly stipulated, and all transportation, insurance, customs duties and related charges are for the account of the Customer or as otherwise agreed in writing. If published transportation rates are increased or decreased prior to shipment, prices of unshipped Rental Equipment which may have been ordered on a "delivered price" basis, will be increased or decreased accordingly. Stream-Flo reserves the right to notify the Customer and then charge for storage and administration costs incurred against Rental Equipment held for more ten (10) day period while awaiting delivery or other instructions, which the Customer agrees to pay on demand.

Risk of Loss or Damage: Upon delivery or deemed delivery of the Rental Equipment by Stream-Flo to Customer Ex Works (Incoterms 2010), all risk of loss or damage to the Rental Equipment shall pass to Customer until the Rental Equipment is returned to Stream-Flo at the end of the rental period or earlier in accordance with this contract. Title to the Rental Equipment shall continue to be solely owned by Stream-Flo.

Force Majeure: Stream-Flo will endeavor to have the Rental Equipment ready for delivery within the time agreed, but will not be liable for any loss or damage caused directly or indirectly by any delay. Stream-Flo is not responsible for any loss damage or delays caused by changes to laws and/or regulations, or by acts of God, fires, strikes, and disputes with workers, extreme weather, embargos, transportation delays, shortage of railcars, fuel or other materials, shortage of labor or for any other causes beyond the reasonable control of Stream-Flo. Should such a force majeure event occur, Stream-Flo will have additional time to perform as reasonable; and/or may terminate the contract by providing written notice to the Buyer.

Acceptance: Should the Customer require inspection by its own representative, the request must be made when the order is placed to allow for price and schedule adjustments. It is the Customer's responsibility to request inspection by its own representative, at its own cost. Otherwise, Rental Equipment are deemed to be inspected and accepted before shipment is made. If a scheduled inspection is delayed by Customer, the delivery schedule will be extended accordingly. Customer's representative(s) may be required to sign a Non-Disclosure Agreement before entering any of Stream-Flo's facilities. In the event Customer desires physical access to any of Stream-Flo's facilities, Customer agrees to indemnify, defend and hold harmless Stream-Flo, its affiliates and subsidiaries from and against any and all liabilities, claims and causes of action for personal injury, death or property damage occurring on or to such property or to person as a result of Customer's entry onto the premises. In addition, Customer agrees to comply fully with all rules, regulations and instructions issued by Stream-Flo regarding Customer's actions while upon, entering or leaving any of Stream-Flo's facilities.

Payment: Customer shall pay Stream-Flo invoices within thirty (30) days of the date of invoice, unless otherwise agreed to by the parties in writing. If payment of an invoice is not received by Stream-Flo within thirty (30) days of the invoice, Stream-Flo reserves the right to recover interest for late payment at a rate of 24% per annum.

Additional Charges: The Customer will be responsible for returning the Rental Equipment to Stream-Flo in the same condition as it was originally shipped, free and clear of damage and any radioactive material (NORM) readings. All costs incurred to re-condition the Rental Equipment will be paid by the Customer. The Customer agrees to pay the full cost of repair required to return the Rental Equipment to rentable condition.

Taxes: All taxes, duties, and/or fees that are payable or may become payable under any law or regulation with respect to the rental, sale, purchase, shipment, delivery, storage, use, consumption or transportation of the Rental Equipment shall be added to the invoice and will be paid by the Customer.

Delayed Return of Equipment: Time is of the essence regarding the return of the Rental Equipment. Should Customer fail to return the Rental Equipment on the agreed return date, Stream-Flo reserves the right to charge the agreed daily rate for each day of the delay or if no daily rate is agreed, an amount equal to the total rental price pro-rated daily over the number of days within the rental period. Stream-Flo shall have, in addition to any other rights it may have hereunder, at law or in equity, the right to acquire suitable replacement equipment and charge any loss or damage caused thereby to Customer. Failure of Stream-Flo to insist on strict and timely performance will not be a waiver of any right or remedy that it may have and will not be a waiver of any subsequent default.

Cancellation and Returns: Customer may not return and/or cancel orders without the prior written consent of a Stream-Flo Manager for the applicable product group. Orders that are returned and/or cancelled by Customer will be subject to a restocking fee and/or cancellation charge in an amount to be determined by Stream-Flo in its sole discretion. Stream-Flo reserves the right to cancel a rental, or any part thereof, by giving written notice by email, letter or fax to Customer. Upon receipt of such notice, which will set out the cancellation date, Customer will discontinue the use of the Rental Equipment in accordance with such notice and will preserve and protect the Rental Equipment in its own facilities pending Stream-Flo's instructions.

Warranty: Stream-Flo warrants that, upon delivery and when used, operated, stored and/or serviced in accordance with prudent oilfield practices and Stream-Flo's written instructions, the Rental Equipment will: (i) be in good working condition on delivery, (ii) meet any specifications as agreed by Stream-Flo, (iii) comply with all applicable laws, regulations, rules and codes and, (iv) if requested by Customer, include operating manuals, supplies and spare parts. Stream-Flo warrants the Rental Equipment for twelve (12) months from the date of delivery to Customer ("Warranty Period"). Stream-Flo shall respond in a timely manner to repair or replace any Rental Equipment provided Customer has notified Stream-Flo during the Warranty Period in writing of any non-conformity within forty-eight (48) hours after becoming aware of a breach of this warranty. Except as otherwise specifically provided herein, during or after the warranty period, Stream-Flo will not be responsible for any cost associated with or incidental to replacing or repairing the Rental Equipment including, but not limited to, costs related to rig stand-by time, lifting, re-installation, nor transportation of Rental Equipment or personnel between any remote location of the Rental Equipment and the agreed upon staging area. **STREAM-FLO'S LIABILITY IS LIMITED AS ABOVE SET FORTH AND THE REMEDY PROVIDED HEREIN FOR THE BUYER IS THE SOLE REMEDY AND RECOURSE AVAILABLE TO THE BUYER AS AGAINST STREAM-FLO FOR BREACH OF WARRANTY. NO WARRANTY EITHER EXPRESS OR IMPLIED IS MADE BY STREAM-FLO AS TO THE FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, CONDITION, CAPACITY OR EFFICIENCY OF ANY RENTAL EQUIPMENT.**

Damage to Rental Equipment: Any Rental Equipment which in Stream-Flo's reasonable determination (a) is not covered by warranty, or (b) is or has been damaged as a result of misuse or

abuse by Customer (including failure to perform any required maintenance as set forth in any operating manuals provided to Customer or as otherwise communicated to Customer) or which is or has been damaged or fails while in Customer's care, custody and/ or possession, will either be repaired or replaced to Stream-Flo's satisfaction at Stream-Flo's option (which option Stream-Flo shall exercise reasonably) at Customer's sole expense. Repairs or replacement of Rental Equipment shall only be done by Stream-Flo or by a Stream-Flo approved representative. The Customer shall indemnify Stream-Flo for all costs incurred by Stream-Flo in connection with repairs and replacements hereunder. The cost of replacement shall be the current market value of the Rental Equipment. If Stream-Flo determines that repairs cannot be done on-site, Stream-Flo shall, at Customer's cost, return the Rental Equipment to its facility for repair and may, at its discretion and at Customer's cost, send a replacement for the damaged Rental Equipment to the Customer. The making of or failure to make any inspection of the Rental Equipment upon return by the Customer will in no way limit Stream-Flo's right to require that the Rental Equipment be replaced or repaired, nor will it be deemed to imply acceptance by Stream-Flo that the Rental Equipment suffered no damage while in the custody and care of the Customer. Stream-Flo reserves the right to require a security deposit from Customer and may deduct any amount paid to repair Rental Equipment that becomes damaged, lost or stolen during the rental period or any other amount under the contract. Notwithstanding the above, Stream-Flo may, in addition to the remedies provided herein, elect to terminate the rental where the Rental Equipment is damaged or fails as a result of misuse or abuse by the Customer. The Customer shall return the Rental Equipment not later than 48 hours (or such other period as may be agreed by Stream-Flo) from receipt of the termination notice.

Liability: Customer will hold Stream-Flo Group harmless and indemnify Stream-Flo Group from, for and against any and all claims, demands, liabilities, lawsuits or actions for damages and expenses, including legal fees, arising out of or relating to the Rental Equipment in the care, custody or control of Customer unless caused by the gross negligence or intentional misconduct of Stream-Flo Group. Customer will not claim against the Stream-Flo Group (and no member of the Stream-Flo Group shall be liable) for labor, direct or indirect expenditures or losses, economic or consequential damages (including loss of profits) or punitive damages resulting from the renting or use of the Rental Equipment howsoever caused. Notwithstanding any other provisions in the contract, Customer agrees that the liability of Stream-Flo Group, whether in contract, tort or any other legal theory, will be limited to a maximum of 100% of the order value of the Rental Equipment paid by Customer under the contract. Stream-Flo Group "is defined as Stream-Flo, its subsidiary and affiliated companies and insurers and its/their respective officers, directors, employees and agents. Stream-Flo acts as agent of each other member of the Stream-Flo Group to extend to each the benefit of this paragraph.

Insurance: Customer will, at its sole cost and expense and before commencement of performance of the contract, obtain, carry, and maintain in force during the entire duration of the rental, insurance coverage which is appropriate for the Rental Equipment and to cover its employee and servant while handling the Rental Equipment and is in accordance with industry standard. This includes, but is not limited to, property insurance against all risks covering the full replacement value of Rental Equipment. Customer agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against Stream-Flo. All policies, with the exception of Workers' Compensation, will include Stream-Flo as additional insured or loss payee as its interests may appear, and these policies will respond as primary to any other insurance available to Stream-Flo.

General: Failure of Stream-Flo to enforce any of these conditions or to exercise any right occurring through the default of the Customer will not constitute a waiver or acceptance of other or future defaults of the Customer. These Terms and Conditions are subject to change from time to time by Stream-Flo. All statements and/or recommendations made by Stream-Flo to the Customer in relation to the rental or use of the Rental Equipment are made on the basis of information provided by the Customer, and such information be incorrect, incomplete or otherwise deficient, Stream-Flo will not be liable for any claims of any kind. **The remedies herein shall be in addition to any other or further remedies provided at law, by statute or in equity.**

Arbitration: If any disputes arise out of or in connection with the contract, including any question regarding its existence, validity or termination, either party may refer the dispute to arbitration to be resolved in the following manner: (i) The place of arbitration shall be Edmonton, Alberta, Canada. The language of the arbitration shall be English. The arbitration shall be commenced by a written request for arbitration by the claimant delivered to the respondent and shall set out the nature of the claim(s) and the relief requested. Within twenty (20) days after receipt by the other party of a request for arbitration, the parties shall each appoint an Arbitrator and by notice to the other, advise that other of the name and appointment of the Arbitrator so named. If either party shall refuse or neglect to appoint its Arbitrator within said period, the Arbitrator first appointed shall proceed as sole Arbitrator to determine the matter in dispute. If the two Arbitrators are so appointed within the time prescribed, they shall together agree upon and appoint a third Arbitrator who shall be chairperson and the three Arbitrators shall constitute the Arbitration Tribunal. In the event the two Arbitrators fail within fifteen (15) days following the date of the appointment of the later of the two of them to be appointed to agree upon a third Arbitrator, either party may apply to the Court of Queen's Bench of Alberta to appoint a third Arbitrator and the Arbitrator so appointed shall be the third Arbitrator and chairperson. Notwithstanding the foregoing, the parties to the arbitration may unanimously agree in writing to appoint a single arbitrator to constitute the Arbitration Tribunal. (ii) The three Arbitrators or the single Arbitrator, as the case may be, shall arbitrate the dispute, shall be the masters of their procedure, and the ruling made by the Arbitrator or the majority of the three Arbitrators, as the case may be or if there is no majority ruling, then the ruling of the third Arbitrator as chairperson, shall be final and binding upon the parties. (iii) Each party shall pay the fees and expenses of the Arbitrator appointed by it and the fees and expenses of the third Arbitrator shall be paid by the party against whom the arbitration award is made unless otherwise determined by the Arbitration Tribunal. (iv) The Arbitrators shall be independent and qualified by experience or training or both to decide the issue(s) in dispute. (v) If the arbitrator appointed by a party fails or refuses to participate, the other two arbitrators may proceed with the arbitration and make an award if they determine that the failure or refusal to participate is unjustified. (vi) Enforcement of any arbitration award may be sought in any court of competent jurisdiction. The parties to the arbitration agree to attorn to the jurisdiction of the courts of the Province of Alberta. Except as otherwise provided in this clause, the provisions of the Arbitration Act (Alberta) shall apply to the Arbitration.

Entire Agreement: The contract is the entire agreement between Stream-Flo and Customer and supersedes all prior negotiations, statements, proposals, inquiries, commitments, agreements and terms attached to a purchase order or it's like issued by Customer to Stream-Flo, whether written or oral, pertaining to this contract or its subject matter. There are no understandings or agreements between Stream-Flo and Customer relative hereto which are not fully expressed in the contract.

Governing Law: The provisions herein contained will be interpreted and governed by and according to the laws of the Province of Alberta, Canada.