

Stream-Flo USA LLC ("Stream-Flo") states in advance that any alternative terms proposed by the Buyer, whether endorsed hereon or submitted by letter/email or by phone will be void and of no effect, unless first expressly accepted in writing by an authorized signatory of Stream-Flo.

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. The contract between Stream-Flo and the Buyer includes these Terms and Conditions.

Price: Quotations and prices are subject to change without notice and all shipments will be billed at Stream-Flo's prices in effect at time of shipment, unless otherwise agreed in writing by an authorized representative of Stream-Flo. Prices quoted are based on quantities quoted. Stream-Flo reserves the right to re-quote if quantities or delivery differ at the time the order is placed.

Schedule and Delivery: Quotations and sales are Ex Works at Stream-Flo's facility unless otherwise expressly stipulated, and all transportation, insurance, customs duties and related charges are for the account of the Buyer or as otherwise agreed in writing. If published transportation rates are increased or decreased prior to shipment, prices of unshipped materials or goods which may have been ordered on a "delivered price" basis will be increased or decreased accordingly. Stream-Flo reserves the right to notify the Buyer and then charge for storage and administration costs incurred against goods held for more than a reasonable period while awaiting delivery or other instructions.

Shipping: Stream-Flo will prepare shipments according to Stream-Flo's procedure and other applicable standards to minimize the possibility of rust, breakage or other deterioration in transit; however Stream-Flo accepts no responsibility for such damage. In the event of damage or loss in transit, the Buyer must give immediate notice to the carrier's agent at destination and to Stream-Flo. Stream-Flo will not accept claims for shortage or errors in charges or shipment if not received in writing within thirty (30) days after receipt of goods.

Force Majeure: Stream-Flo will endeavor to complete the contract or deliver the goods 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 or damage caused by changes to laws and/or regulations, or by fires, strikes, disputes with workers, extreme weather, accidents, embargos, transportation delays, shortage of railcars, fuel or other materials, shortage of labour, acts of God or to 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 apportion its production among its customers in an equitable manner, and/or has the option of terminating the contract by providing written notice to the Buyer.

Acceptance: Should the Buyer 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 Buyer's responsibility to request inspection by its own representative, at its own cost, of all goods made to special specifications. Otherwise, goods are deemed to be inspected and accepted before shipment is made. If a scheduled inspection is delayed by the Buyer, the delivery schedule will be extended accordingly. Buyer's representative(s) may be required to sign a Non-Disclosure Agreement before entering Stream-Flo's facility. In the event Buyer desires physical access to any of Stream-Flo's facilities, Buyer agree 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 as a result of Buyer's entry onto the premises. In addition, Buyer agrees to comply fully with all rules, regulations and instructions issued by Stream-Flo regarding Buyer's actions while upon, entering or leaving any of Stream-Flo's facilities.

Payment: All invoices become net due and payable thirty (30) days after date of invoice or as otherwise agreed in writing, and Stream-Flo reserves the right to charge interest or to apply a service charge on any overdue invoices at the highest rate allowed by law. Receipt of remittance by Stream-Flo constitutes date of payment.

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

Export Requirements: If requested by Stream-Flo, the Buyer will provide Stream-Flo with the identity of the end-user and country of end-use information with respect to the products/services provided by Stream-Flo. The Buyer will comply with Canadian, US or other applicable export control regulations and expressly assumes responsibility for determining any applicable export or reexport licensing requirements, obtaining any required export or reexport license authority, and complying with all applicable export clearance requirements associated with any export or reexport of the products/services received from Stream-Flo. Buyer shall not export, reexport, sell, lease, transfer, transship or otherwise assign the rights to the products/service provided by Stream-Flo to any person who is prohibited from receiving the products/services under applicable law, including without limitation any individual or entity that is (i) blocked or otherwise the subject of sanctions under applicable law; or (ii) engaged in or likely to use the products/services provided by Stream-Flo in the production of biological, nuclear or chemical weapons of any kind. Buyer shall not otherwise take any action that will cause Stream-Flo to violate Canadian, U.S. or other applicable export control laws and regulations.

Right to Cancel: All orders, shipments, and settlements are subject to approval by the Treasurer of Stream-Flo. Should the Buyer fail to fulfill the terms of payment for any order, Stream-Flo may defer further shipment until such payments are made or may cancel any or all orders unshipped. Stream-Flo reserves the right to require from the Buyer satisfactory security for performance of the Buyer's obligations under any order placed with Stream-Flo, and refusal or failure to furnish such security will entitle Stream-Flo to suspend shipment until such security is furnished or to cancel the order, or orders, or the unshipped portions thereof. In the event the Buyer cancels any order, the Buyer will become liable for and will pay Stream-Flo's reasonable cancellation charges, including payment for partially completed items, which amount will be determined for the particular circumstances.

Quality and Testing: Materials will be subject to Stream-Flo's standard manufacturing variations, classifications and extras. Stream-Flo reserves the right to change specifications at any time without incurring obligation for equipment previously or subsequently sold.

Limited Warranty: Stream-Flo's sole warranty with regard to goods of its own manufacture is that such goods are free from defects in material and workmanship when goods are used and/or operated and/or stored and/or serviced in accordance with prudent oilfield practices and Stream-Flo's written instructions for a period of 12 months from the date the goods are in commercial operation or 18 months from the date of shipment, whichever comes first, to the extent that Stream-Flo will repair or replace such goods F.O.B. point of manufacture, or allow credit therefor, at its election. All other goods purchased are warranted only to the extent of the express warranty of the manufacturer thereof and to the extent that such is enforceable by Stream-Flo. **NO WARRANTY EITHER EXPRESS OR IMPLIED IS MADE BY STREAM-FLO AS TO THE FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, CONDITION, CAPACITY OR EFFICIENCY FOR ANY GOODS SOLD.**

The Buyer will promptly notify Stream-Flo of any issue relating to the goods and/or service and Stream-Flo will promptly investigate the issue and direct the Buyer on how to proceed. No material may be returned by the Buyer except by prior arrangement with Stream-Flo. Goods returned may be subject to a re-stocking charge. **STREAM-FLO'S LIABILITY IS LIMITED AS ABOVE SET FORTH AND THE REMEDY PROVIDED HEREIN FOR THE BUYER IS EXCLUSIVE OF ALL OTHERS.**

If a Stream-Flo service technician is dispatched to the Buyer's site to make repairs, Stream-Flo will pay the costs of that service call, unless, in Stream-Flo's sole discretion, the call was unnecessary or the service call was required as a result of the actions or the neglect of the Buyer or third parties, in

which case the entire cost of the service call will be paid by the Buyer. If Stream-Flo instructs the Buyer to return the goods to Stream-Flo's facility for inspection and/or repair, the Buyer will send such goods on a

freight and all other costs pre-paid basis, per current Incoterms. Should Stream-Flo determine after investigation that the repair is covered under the terms of its warranty, Stream-Flo will reimburse the Buyer for its reasonable transportation costs incurred in delivering goods to Stream-Flo's facility for repair. Such costs will be calculated from a mutually agreed staging area. Stream-Flo will not be responsible for casts related to rig stand-by time, lifting, re-installation, nor transportation of goods or personnel between any remote location of the goods and the agreed upon staging area. Stream-Flo will cover the casts for return of the same goods to the Buyer to the same staging area. Costs for providing any temporary equipment to replace defective goods for testing, commissioning or operating will be borne by the Buyer. If it is determined that goods returned for warranty work are not eligible for coverage under warranty, the Buyer will be responsible for all costs of completed repairs and transportation. No goods may be returned for credit or replacement except by special arrangement, confirmed in writing. Goods returned without permission will be placed into Stream-Flo's "Customer Property" division.

Stream-Flo will warrant repaired goods to the extent set forth above for one period only of 12 months. Due to the unique nature of its goods, repair of defective goods may only be made by Stream-Flo or by a Stream-Flo approved service representative. Stream-Flo will not be liable for resulting expenses should the Buyer choose to repair or replace goods purchased from Stream-Flo. Use of a third party to repair or replace the goods will invalidate this warranty. **NO WARRANTY EITHER EXPRESS OR IMPLIED IS MADE BY STREAM-FLO AS TO THE FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, CONDITION, CAPACITY OR EFFICIENCY FOR ANY REPAIRED GOODS.**

Liability: The Buyer will hold the Stream-Flo Group (as defined below) harmless and defend and indemnify the Stream-Flo Group from, for and against any and all claims, demands, liabilities, lawsuits or actions for damages and expenses, including legal costs on a solicitor and his own client full indemnity basis (collectively, "Damages"), arising out of or relating to goods or services provided by the Stream-Flo Group except to the extent caused by the gross negligence or intentional misconduct of Stream-Flo. The Buyer will not claim against the Stream-Flo Group for labour, indirect expenditures, punitive, special or consequential damages (including loss of profits) resulting from the purchase or use of the goods and/or services of Stream-Flo. Stream-Flo further states that the liability of the Stream-Flo Group will be limited to a maximum of 100% of the product value exclusive of transportation and all other incidental costs and Buyer shall release and indemnify Stream-Flo Group from all amounts and liability in excess of the stated limitation.

Buyer also will hold the Stream-Flo Group (as defined below) harmless and defend and indemnify the Stream-Flo Group from, for and against any and all Damages whatsoever for personal injury, illness, death, property damage and loss resulting from: loss of well control; services to control a well well whether underground or above the surface; reservoir or underground damage, including loss of oil, gas, other mineral substances or water; surface damage arising from underground damage; damage to or loss of the well bore; subsurface trespass or any action in the nature thereof; fire; explosion; subsurface pressure; radioactivity; contamination and pollution of any kind and its cleanup and control.

BUYER'S DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATIONS WILL APPLY EVEN IF THE LIABILITY AND CLAIMS ARE CAUSED BY THE SOLE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE, FAULT OR STRICT LIABILITY OF ONE OR MORE MEMBERS OF THE STREAM-FLO GROUP.

Buyer's defense, indemnity and hold harmless obligations apply whether the personal injury, illness, death, property damage or loss is suffered by one or more members of the Stream-Flo Group, Buyer or any other person or entity and the Buyer will support such obligations assumed herein with liability insurance to the maximum extent allowed by applicable law.

"Stream-Flo Group" is defined as Stream-Flo, its subsidiary and affiliated companies and insurers and its/their officers, directors, employees and agents.

Consumer Protection: Buyer agrees to waive the provisions of the Deceptive Trade Practices-Consumer Protection Act or any similar consumer protection statute or regulation, to the extent permitted by law.

Revisions: All prices, terms and conditions are subject to change without notice.

Severability: All parts hereof are severable. The invalidity of any part shall not affect the validity of any other part.

General: Failure of Stream-Flo to enforce any of these conditions or to exercise any right occurring through the default of the Buyer will not constitute a waiver or acceptance of other or future defaults of the Buyer.

All statements and/or recommendations made by Stream-Flo to the Buyer in relation to the purchase or use of Stream-Flo's goods and services are made on the basis of information provided by the Buyer, and should such information be incorrect, incomplete or otherwise deficient, Stream-Flo will not be liable for any claims of any kind by the Buyer.

Governing Law: The provisions herein contained will be interpreted and governed by and according to the laws of the Province of Alberta, Canada. Any dispute that cannot be amicably settled by the parties will first be submitted to arbitration. Should arbitration be unsuccessful in resolving the dispute, the matter will be referred to the Court of Queen's Bench of Alberta.

Attorney's Fees: The prevailing party in any legal proceeding brought under or with relation to this contract or this transaction will be entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This provision survives termination of this contract.

In case of conflict or inconsistency between a Purchase Order and these Terms and Conditions, these Terms and Conditions shall prevail. In case of conflict or inconsistency between the provisions hereof and any applicable laws or regulations, the provisions hereof shall prevail, to the extent legally possible (and to the extent legally impossible, be amended accordingly), notwithstanding anything herein to the contrary.

These Terms and Conditions apply in place of any terms or conditions (i) provided by the Buyer during the performance hereof, (ii) contained or referred to in any form generally used by the Buyer, or any correspondence, other contracts performed by the parties or elsewhere, which may have been applicable to the subject matter hereof, or (iii) implied by trade, custom, practice or course of dealing. Any of said terms and conditions (other than those referred to herein) are void and unenforceable, and any purported provisions to the contrary are hereby excluded or extinguished.

This is the entire agreement between Stream-Flo and the Buyer and supersedes all prior negotiations, statements, proposals, inquiries, commitments and agreements, whether written or oral, pertaining to this contract or its subject matter. There are no understandings or agreements between Stream-Flo and the Buyer relative hereto which are not fully expressed herein, and no change made herein shall be valid unless it is made in writing and signed by both parties.