

HALLIBURTON

Halliburton as used herein is defined as Halliburton Energy Services, Inc.

PAYMENT TYPES

If Customer does not have an approved open account with Halliburton or if Customer has an approved account without sufficient credit available, all sums due are payable in cash prior to the time of performance of services or delivery of equipment, products or materials. If Customer has an approved open account with sufficient credit available, invoices are payable on the twentieth day after date of invoice. Customer agrees to pay interest on any unpaid balance from the date payable until paid at the highest lawful contract rate applicable, but never to exceed 18% per annum. In the event Halliburton employs an attorney for collection of any account, Customer agrees to pay Halliburton's reasonable and necessary attorney fees, but in no case shall the attorney's fees be less than 20% of the unpaid account, plus all collection and court costs.

RENTAL CHARGES

Rental charges commence when equipment leaves the Halliburton service base point and continues until returned thereto. If equipment is shipped, carried to or from the lease location, cost of freight will be charged to Customer at Halliburton's cost. Cost of restoring rented equipment to first-class condition after use will be charged to Customer.

OUTSIDE SUPPLIERS

Where it is necessary for Halliburton to utilize suppliers, Customer shall pay Halliburton the supplier's price for the merchandise or service, plus a handling charge of twenty percent, or higher if provided in an applicable price list.

TAXES

All fees are exclusive of any federal, state or municipal taxes which may be imposed on the Contractor's sale or use of any Goods or Services performed. Company agrees to pay such taxes in addition to the prices in Contractor's price list.

REVISIONS

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

LIMITED WARRANTY

Halliburton will use its best judgment in making recommendations and suggestions as to how the services should be performed and guarantees that it will perform the services in a good and workmanlike manner in accordance with industry standards. Halliburton's warranty with regard to the equipment, products and materials supplied is that the equipment, products and materials are free from defects in workmanship and materials for one year from date of delivery. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED OF MERCHANTABILITY, FITNESS OR OTHERWISE BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCES. Halliburton's liability concerning defective services and/or elimination of defective services shall be limited to Halliburton's re-performance within thirty (30) days of completion; provided that, Halliburton's liability shall not exceed an amount equal to the cost of the respective defective services performed by Halliburton. Halliburton's liability and responsibility, and Customer's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale, lease or use of any equipment, products or materials is expressly limited to the replacement of such on their return to Halliburton or, at Halliburton's option, to the allowance to Customer of credit for the cost of such items. In no event shall Halliburton be liable for special, incidental, indirect, consequential or punitive damages. Notwithstanding any specification or description in its catalogs, literature or brochures of materials used in the manufacture of its products, Halliburton reserves the right to substitute other similar materials without notice. Halliburton does not warrant in any way equipment, products, and materials not manufactured by Halliburton, and such will be sold only with the warranties, if any, that are given by the manufacturer thereof. Halliburton will only pass through to Customer the warranty granted to it by the manufacturer of such items.

RELEASE AND INDEMNITY

Customer AGREES TO RELEASE Halliburton Group (as defined below) from liability for any and all damages whatsoever to property of any kind owned by, in the possession of or leased by Customer and those persons and entities Customer has the ability to bind by contract. Customer also AGREES TO DEFEND, INDEMNIFY AND

HOLD Halliburton Group HARMLESS from and against any and all liability, claims, costs, expenses, attorney fees and damages whatsoever for personal injury, illness, death, property damage and loss arising from:

loss of well control; services to control a wild well whether underground or above the surface; removal of debris and cost of regaining control of any wild well; any damage to or loss to any well, hole, casing, reservoir or production formation and any surface, subsurface or subsea loss or damage; subsurface trespass or any action in the nature thereof; any blowout, fire, explosion, cratering or other uncontrolled loss or flow of oil, gas, water or well fluids ; radioactivity; contamination and pollution of any kind and its cleanup and control.

Customer's release, 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 Halliburton Group, breach of contract or statute, the unseaworthiness of any vessel or any defect in the data, products, supplies, materials or equipment furnished by Halliburton Group whether in the design, manufacture, maintenance or marketing thereof or from a failure to warn of such defect. "Halliburton Group" is defined as Halliburton, its parent, subsidiary, affiliated companies and insurers and its/their officers, directors, employees, consultants and agents. Customer's release, defense, indemnity and hold harmless obligations apply whether the personal injury, illness, death, property damaged or loss is suffered by one or more members of the Halliburton Group, Customer or any other person or entity and the Customer will support such obligations assumed herein with liability insurance to the maximum extent allowed by applicable law.

EQUIPMENT LIABILITY

Customer shall, at its risk and expense, attempt to recover any Halliburton Group equipment, tool or instruments which are lost or lodged in the well, or which are lost or damaged due to abrasion or corrosion caused by well effluents, or which are lost or damaged while in the care, custody and control of Customer or those persons and entities Customer has the ability to bind by contract. If the equipment, tools or instruments are recovered and repairable, Customer shall pay the repair costs. If, however, such equipment, tools or instruments are not recovered or are irreparable, Customer shall pay Halliburton the cost of lost in hole equipment (lost in hole charge) as specified in any price book, schedule or Work Order. If no such lost in hole equipment or lost in hole charge is included in any price book, schedule or Work Order, the Company shall pay the full landed work site replacement value. In the case of equipment, tools or instruments for marine operations, Customer shall, in addition to the foregoing, be fully responsible for loss of or damage to any of Halliburton's equipment, tools or instruments which occurs at any time after delivery to Customer at the landing until returned to the landing, unless such loss or damage is caused by the sole negligence of Halliburton.

In the event a radioactive source becomes lost or lodged in the well, Customer shall meet all requirements of Section 39.15(a) of the Nuclear Regulatory Commission regulations and any other applicable laws or regulations concerning retrieval or abandonment and shall permit Halliburton to observe the recovery or abandonment efforts all at no risk or liability to Halliburton.

In cases where it is necessary to fish for any Halliburton instruments or equipment, Customer assumes the entire responsibility for such operations. If the Customer desires, Halliburton personnel will, without the assumption of responsibility or liability, assist in an advisory capacity in the recovery of such instruments. No Halliburton employee is authorized to do anything other than advise and consult with the Customer in connection with fishing operations. Any fishing tools furnished by Halliburton are furnished to accommodate the Customer and Halliburton shall not be liable or responsible for any damage that the Customer may incur through their use or by reason of any advice rendered to the Customer by Halliburton's employees or agents.

DATA, RECOMMENDATIONS, INTERPRETATIONS LIMITATIONS

Because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, Halliburton IS UNABLE TO GUARANTEE THE EFFECTIVENESS OF THE PRODUCTS, SUPPLIES OR MATERIALS, NOR THE ACCOMPLISHMENT OF CUSTOMER'S INTENDED PURPOSES OR RESULTS OF ANY TREATMENT OR SERVICE AND EQUIPMENT SOLD AND/OR USED, NOR THE ACCURACY OF ANY CHART INTERPRETATION, RESEARCH ANALYSIS, JOB RECOMMENDATION OR OTHER DATA OR SERVICE FURNISHED BY Halliburton. Halliburton personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that Halliburton shall not be liable for and Customer SHALL RELEASE, DEFEND AND INDEMNIFY Halliburton against any damages or liability arising from

the use of such information even if such damages are contributed to or caused by the negligence, fault or strict liability of Halliburton.

Halliburton DOES NOT WARRANT the accuracy of data transmitted by electronic processes. Halliburton will not be responsible for accidental or intentional interception of such data by others.

DISPOSAL OF CHEMICAL OR WASTE MATERIALS

Customer agrees that it will, at its sole expense and risk, store, manifest, transport and dispose of any chemicals or other waste materials resulting from or incident to the job. Customer SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD Halliburton Group HARMLESS from any liability incurred by Halliburton Group or any member(s) thereof under statute, regulation or otherwise from Customer's failure to properly store, manifest, transport and/or dispose of such chemicals and waste materials.

TRANSPORTATION OF EQUIPMENT, MATERIALS AND PERSONNEL

Halliburton will make a reasonable attempt to get from the highway to the well location and back again under its own power. In order to move Halliburton's equipment and materials to and from wells, it is sometimes necessary to repair roads and provide tractors, caterpillars, barges or other special means of transportation. In such case, the Customer shall make necessary arrangements and pay the expenses involved. Customer agrees to furnish transportation at its expense for Halliburton marine services personnel to and from point of embarkation.

CONSUMER PROTECTION

Customer 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.

CONTROL AND HAZARD NOTIFICATION BY CUSTOMER

Customer shall at all times have complete care, custody and control of the well, the production equipment at the well and the premises about the well. A responsible representative of the Customer with authority to bind the Customer by contract shall be present at all times during the performance of Halliburton services or the use of Halliburton equipment, products or materials. Customer shall give advance notice to Halliburton in writing of all hazardous conditions existing at the well site and involving the well which could affect Halliburton's services, equipment, products or materials.

CONFIDENTIALITY

Information regarding Halliburton's services, equipment, products and materials will be held in confidence by Customer and may be released to others only upon written approval of Halliburton or where required by federal, state or local laws, regulations, rules, orders or to be used as evidence in court involving the services, equipment, products or material provided.

COLLECTED DATA

Halliburton shall be entitled to use data it gathers while performing its services hereunder for the purpose of learning from the results of its services and for review, calibration and improvement of its materials, products, equipment and services.

MODIFICATIONS

Customer agrees that Halliburton shall not be bound by any changes or modifications in these terms and conditions, except where such change or modification is made in writing by a duly authorized executive officer of Halliburton.

MULTIPLE WORK

For purposes of lien filings and other collection activities only, if Halliburton has heretofore worked, performed services or furnished data, product, equipment or material on any well or wells located on the lease or unit on which work is to be performed then the work to be performed shall be deemed a continuation of the work heretofore performed on the said lease or unit and the well or wells located thereon.

GOVERNING LAW

The validity, interpretation and construction of these terms and conditions shall be determined by the laws of the jurisdiction where the services are performed or the equipment, products or materials are delivered, provided

however, any activity performed pursuant to these terms and conditions that is maritime in nature shall be governed by federal maritime law.

SEVERABILITY

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

WAIVER

Delay in enforcing any or all of the above terms and conditions shall not constitute a waiver nor preclude any subsequent enforcement. Failure to take prompt action with respect to any act or omission contrary to these terms and conditions shall not constitute a waiver of any right with respect to such act or omission or any subsequent act or omission.

TERMINATION OF WORK

Halliburton reserves the right to terminate its services at any time if, in its opinion, conditions pertaining to the work ordered make termination advisable. Customer shall pay Halliburton its prevailing charges for equipment, products and materials furnished and services performed, regardless of result and even though the services have been terminated.

FORCE MAJEURE

Halliburton shall not be responsible for any delay or non-performance due to governmental regulation, labor disputes, war or war-like actions, civil disturbances or riots, weather, fire, acts of God or any other causes beyond the reasonable control of Halliburton.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO EQUIPMENT AND PRODUCT SALES

ACCEPTANCE

All orders from Customer are subject to final acceptance by Halliburton and to the conditions set out herein. Terms and conditions set forth in Customer's order shall be null and void unless specifically accepted by Halliburton in writing. Performance by Halliburton pursuant to order of Customer shall not constitute acceptance by Halliburton of Customer's terms and conditions.

TITLE, SHIPMENT AND RISK OF LOSS

Title to the work and risk of loss or damage to the work will transfer from Halliburton to the Customer as specified by Incoterm FCA (*Halliburton's premises*), Incoterms 2010. Halliburton is responsible for packing the goods as requested by the Customer in the purchase order, export clearance of the goods from the Halliburton supplying country and making the goods available at the premises of Halliburton for pick up by the Customer's designated carrier. The Customer shall provide transportation information to Halliburton in order to complete the proper due diligence and appropriate export filings. Halliburton delivers once the goods are loaded onto the Customer's designated vehicle. The Customer shall bear all costs thereafter.

DELIVERY DEFINED

Tender to the Customer or his authorized agent of commercial invoice and shipping documents, consisting of proper bills of lading and in the case of "CIF" sales, a negotiable insurance certificate, shall constitute full and final delivery on the part of Halliburton and entitle it to payment as stated herein.

TIME OF DELIVERY AND DELAYS

Shipping dates or delivery dates quoted are estimates. Halliburton shall not be liable for any delay in manufacture or delivery due to fires, strikes, delays in transportation, shortage of cars, shortage of fuel or other material, shortage of labor, demands or requirements of any Government or due to any other causes beyond the reasonable control of Halliburton or the manufacturer.

INSPECTION & EXPEDITING

Inspection of the goods by Customer is to be made at Halliburton's works and at Customer's expense and such inspection and acceptance shall be final. Reasonable facilities will be afforded to inspectors representing the Customer. If the Customer requires expeditors, inspectors and/or agents, Halliburton will make available personnel to assist the Customer's expeditors, inspectors and/ or other agents during normal working hours at Halliburton's works and charges for Halliburton's personnel in the amount of \$50.00 per employee, per hour or any part thereof if less than one hour (unless otherwise provided in a price list or applicable Work Order), will be added to the price quoted for the products, supplies and materials.

HALLIBURTON'S PLANS AND SPECIFICATIONS

All plans, specifications and like material, attached hereto or furnished herewith, are now and shall remain the exclusive property of Halliburton. Customer hereby agrees to receive such materials with the understanding that the features and all aspects of all designs, drawings, engineering data and other technical or proprietary information, will be kept confidential. No part of said plans, specifications, blueprints or other like material, shall be used or reproduced, without the express written consent of Halliburton, signed by one of its officers.

WAREHOUSE STOCKS

Halliburton carries warehouse stocks only of those products and sizes it views as justified by demand in the area. Therefore, the listing of any product or size in the price schedule is not a representation that such product or sizes are available for immediate delivery nor that prices listed herein will be applicable if a special manufacturing run or special handling is required to place the item in stock. Customer Service Item (CSI) denotes manufactured items that require special handling and manufacturing. Equipment altered, made to Customer's specifications or requiring special handling, is subject to special pricing.

CANCELLATION

Orders cannot be canceled by Customer under any circumstances without Halliburton's consent and upon terms which will indemnify Halliburton against all loss.

RETURN OF GOODS

Neither all nor part of Customer's order may be returned to Halliburton without prior written agreement of Halliburton. In the event Halliburton shall agree to such return, Customer agrees in addition to any other requirements of Halliburton to pay all shipping charges and Halliburton's minimum restocking charge of 20% and that such goods be unused, undamaged, salable and in new condition. Under no circumstances may any goods be returned to Halliburton that are used, damaged, labeled CSI, considered a special order or are not regularly stocked by Halliburton. On items labeled CSI and special items, Halliburton will attempt to advise the Customer at time of order if the products, supplies and materials are special or CSI, but Halliburton's failure to do so shall not be taken as a denial of the fact that it is a special item or CSI.

CHANGES

No alterations in specifications or changes either for total quantity, delivery, mechanical, chemical or other details may be made without written consent of Halliburton and adjustment or confirmation of prices.

DESIGN CHANGES

Halliburton reserves the right to change or modify the design of any Halliburton products, supplies and materials without obligation to furnish or install such changes or modifications on products previously or subsequently sold.

EXPORT LAWS

All sales are subject to United States Export Laws which among other matters, may restrict the export or re-export to certain countries. Customer agrees to abide by such export and re-export requirements of the United States Export Laws, Rules and Regulations.

CUSTOMER OWNED INVENTORY

In the event that Customer requires that Halliburton provide warehouse and storage services for goods sold to Customer, Halliburton shall hold such goods at Halliburton facilities until required by Customer, and the following shall apply: (i) title to such held goods has passed from Halliburton to Customer and Customer is the owner of the held goods; (ii) risk of loss of the held goods, including loss arising from damage, act of God or theft, belongs to Customer; (iii) no return of the held goods to Halliburton for credit is allowed under the Contract unless such return is a result of a warranty claim under these General Terms and Conditions; (iv) Halliburton has no responsibility to insure the held goods on behalf of Customer and all risk of loss or damage, and any insurance obligations, rest with Customer; (v) Halliburton holds the held goods only as a bailee for Customer and as such Halliburton has no liability with respect to the held goods other than such a bailee would have at law as may be further limited by items (i) through (iv) above; and (vi) payment is not contingent on any future services.