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WARRANTY / GENERAL TERMS

It is recognized that conditions in and about any well or work may involve hazards to life and property and obstacles to the functioning of products and the performance of services, and that such conditions are not and never have been subject to inspection or control of Giant Oil Tools Ltd.

It is therefore agreed that:

Giant Oil Tools Ltd., warrants only that products or parts therefore, sold or rented to customers shall be free from defects in materials and workmanship and not that they will accomplish any particular result. Liability under this warranty to replacement of or credit for defective equipment or parts.

Services rendered by Giant Oil Tools Ltd., in connection with the rental or sale of its products consists only of technical advice as to make-up, inspection, and operation or use. When any such services rendered, customer will retain full custody, control, and supervision of the work of the well and the conduct of operation thereof and a representative of customer shall be present with full authority to direct operations.

Giant Oil Tools Ltd., 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. Giant Oil Tools Ltd., reserves the right to remove equipment and personnel from the well at any time if in its opinion well or other conditions make such action advisable.

Customer will hold Giant Oil Tools Ltd., harmless from any and all 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 the willful fault or gross negligence of Giant Oil Tools Ltd.

All of the preceding terms and conditions shall apply between Giant Oil Tools Ltd., or any affiliate of Giant Oil Tools Ltd., and any service company, operator, or third party or parties, selling, renting, or using Giant Oil Tools Ltd., products, parts thereof, or services furnished hereunder.

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