



General Conditions of Sale of WIKA Instruments Ltd.

1. Terms & Condition of Sale

1. WIKA Instruments Ltd. (Registered Number: 1001-55555) ("WIKA") and the buyer ("Buyer") agree that "contract" as used herein may refer to an accepted purchase order, these terms and condition ("Conditions"), or other documentation that confirms a particular order for WIKA's products. For greater certainty, the contract between WIKA and the Buyer includes these Terms and Conditions, which shall be subject to change from time to time by WIKA. 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 authorised signatory of WIKA.

2. Basis of Sales

1. WIKA shall sell to the Buyer, and the Buyer shall purchase from WIKA the goods (including any instalment of the goods or any parts of them) ("Goods") which WIKA is to supply in accordance with these Conditions. These Conditions apply to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. No variation to these Conditions shall be binding unless agreed in writing between authorised representatives of WIKA and the Buyer. WIKA's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by WIKA in writing. In entering into the contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these terms and conditions affects the liability of either party for fraudulent misrepresentation. Any advice or recommendation given by WIKA or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by WIKA is followed or acted on entirely at the Buyer's own risk, and accordingly WIKA shall not be liable for any such advice or recommendation which is not so confirmed. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by WIKA shall be subject to correction without any liability on the part of WIKA.



3. Price

1. The price of the Products ("Price") shall be the price quoted by WIKAI in the quotation. Prices are subject to change without notice and all shipments will be billed at WIKAI's prices in effect at time of shipment, unless otherwise agreed in writing by an authorised representative of WIKAI. Prices quoted are based on quantities quoted. WIKAI reserves the right to re-quote if, without limitation, quantities or delivery dates differ at the time the order is placed.

4. Schedule & Delivery

1. Quotations and sales, including transfer of title to Goods sold and the risk therefor are Ex Works (per current Incoterms) at WIKAI's manufacturing facility in Edmonton, Alberta, 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. WIKAI 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, which the Buyer agrees to pay on demand.

5. Shipping

1. WIKAI will prepare shipments according to WIKAI's procedure and other applicable standards to minimise the possibility of rust, breakage or other deterioration in transit; however WIKAI 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 WIKAI. No claims for shortage or errors in charges or shipment shall be valid if not received in writing within thirty (30) days after receipt of goods.



6. Force Majeure

1. WIKA 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. WIKA is not responsible for any loss, damage or delays caused by changes to laws and/or regulations, or by fires, strikes, and disputes with workers, extreme weather, accidents, embargos, transportation delays, shortage of railcars, fuel or other materials, shortage of labour or for any other causes beyond the reasonable control of WIKA. Should such a force majeure event occur, WIKA 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.

7. Acceptance

1. 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. 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 NonDisclosure Agreement before entering any of WIKA's facilities or vendor's facilities. In the event Buyer desires physical access to any of WIKA's facilities, Buyer agrees to indemnify, defend and hold harmless WIKA, its affiliates and subsidiaries from and against any and all liabilities, claims and causes of action for personal injury, death or disease or property loss or damage occurring on or to such facilities as a result of Buyer's entry onto the facilities. In addition, Buyer agrees to comply fully with all rules, regulations and instructions issued by WIKA regarding Buyer's actions while upon, entering or leaving any of WIKA's facilities.

8. Taxes

1. All taxes, duties, and/or fees, including but without limitation any applicable value added tax, that are payable or may become payable under any laws 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 in any event will be paid by the Buyer.



9. Exporting Requirements

1. If requested by WIKAI, the Buyer will provide WIKAI with the identity of the end-user and country of end-use information with respect to the products/services provided by WIKAI. The Buyer will comply with Canadian, U.K., U.S. 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 WIKAI. Buyer shall not export, reexport, sell, lease, transfer, transship or otherwise assign the rights to the products/service provided by WIKAI 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 WIKAI in the production of biological, nuclear or chemical weapons of any kind. Buyer shall not otherwise take any action that will cause WIKAI to violate Canadian, Europe, U.S. or other applicable export control laws and regulations

10. Right to Cancel

1. All orders, shipments, and settlements are subject to approval by the Treasurer of WIKAI. Should the Buyer fail to fulfill the terms of payment for any order, WIKAI may immediately suspend further shipment until such payments are made or may cancel any or all orders unshipped. WIKAI reserves the right to require from the Buyer satisfactory security for performance of the Buyer's obligations under any order placed with WIKAI, and refusal or failure to furnish such security will entitle WIKAI to suspend shipment until such security is furnished or to cancel the order, or orders, or the unshipped portions thereof. In the event that the Buyer cancels any order, the Buyer will become liable for and will pay on demand WIKAI's reasonable cancellation charges, including but not limited to payment for partially completed items, which amount will be determined by WIKAI for the particular circumstances.



11. Quality and Testing

1. Materials will be subject to WIKAI's standard manufacturing specifications. WIKAI reserves the right to change its standard manufacturing specifications at any time without incurring obligation for equipment previously or subsequently sold.

12. Warranty

1. WIKAI warrants Goods of its own manufacture against 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 WIKAI's written instructions for a period of 12 months from the date the Goods are first used in commercial operation or 18 months from the date of shipment, whichever comes first. This warranty is given by WIKAI but only to the extent that it will repair and replace Goods of its own manufacture at their point of manufacture or closest WIKAI production facility at its own election, or allow credit therefor (transportation costs to and from their point of manufacture or closest WIKAI production facility are for the account of the Buyer). This warranty shall not extend to any liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer. WIKAI shall be under no liability under this warranty in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow WIKAI's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without WIKAI's prior written approval. WIKAI shall be under no liability under this warranty (or any other warranty, condition or guarantee) if the Price has not been paid in full by the due date for payment. The Buyer will notify WIKAI of any issue relating to the Goods and/or services within seven days of the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify WIKAI accordingly, the Buyer shall not be entitled to reject the Goods and WIKAI shall have no liability for such defect or failure, and the Such Goods shall be subject to inspection by WIKAI. . No material may be returned by the Buyer except by prior arrangement with WIKAI. Goods returned may be subject to a re-stocking charge. WIKAI will warrant rectified goods or replacement components for one period only of 12 months, unless a longer warranty applies. Due to the unique nature of its Goods, repair of defective Goods may only be made by WIKAI or by a WIKAI approved service representative. WIKAI will not be liable for resulting expenses should the Buyer choose to repair or replace Goods purchased from WIKAI. Use of a third party to repair or replace the Goods will invalidate this warranty.



2. WIKAI'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 WIKAI FOR DEFECTS IN MATERIAL OR WORKMANSHIP TO THE GOODS SOLD. NO WARRANTY EITHER EXPRESS OR IMPLIED IS MADE BY WIKAI AS TO THE FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, CONDITION, CAPACITY OR EFFICIENCY FOR ANY GOODS SOLD.

3. If a WIKAI service technician is dispatched to the Buyer's site to make repairs, the Buyer will pay the costs of that service call, including transportation costs of such service technician, if the Goods are returned to WIKAI's facility for inspection and/or repair, the Buyer will send such goods on a freight pre-paid and duty-paid basis and indemnify WIKAI for all costs in connection therewith. WIKAI will not be responsible for costs 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. 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. No Goods may be returned for credit or replacement except by special arrangement, confirmed in writing by WIKAI. Goods returned without permission will be placed into WIKAI's "Customer Property" division at Buyer's sole cost and risk.

13. Liability

1. The Buyer will hold WIKAI harmless and indemnify WIKAI 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, arising out of or relating to Goods or services provided by WIKAI unless caused by the gross negligence or intentional misconduct of WIKAI. The Buyer will not claim against the WIKAI for labour, direct or indirect expenditures or losses, economic or consequential damages (including loss of profits) or punitive damages resulting for the purchase or use of the Goods and/or services of WIKAI howsoever caused and whether or not foreseeable at the date of the contract. Notwithstanding any other provisions in the contract, the Buyer agrees that the total liability of the WIKAI under or in connection with the contract, including but not limited to any claim in relation to the performance or breach of contract, or arising from the manufacture, sale, delivery, installation, repair or technical correction or other work or services covered by WIKAI, and whether such claim is based upon warranty, statute, contract, or delict (including negligence and strict liability) or any other basis, will be limited to a maximum of 100% of the Price and Buyer shall release and indemnify WIKAI from all amounts and liability in excess of the stated limitation. Nothing in these Conditions shall exclude or in any way limit WIKAI's (i) liability for death or personal injury caused by its own negligence or the negligence of its employees, agents or sub-contractors (as applicable) (ii) liability for fraud or fraudulent misrepresentation; (iii) liability for any breach of the terms implied by section 8 of the Supply of Goods (Implied Terms) Act 1973; or (iv) any other liability which cannot be excluded by law.



14. Insolvency of Buyer

1. This Condition 14 applies if: the Buyer makes a composition or voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters administration or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or a moratorium comes into force in respect of the Buyer (within the meaning of the Insolvency Act 1986); or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or the Buyer ceases or threatens to cease, to carry on business; or WIKAI reasonably apprehends that any of the aforementioned events or any event analogous thereto is about to occur in relation to the Buyer and notifies the Buyer accordingly. If this Condition applies then, without limiting any other right or remedy available to WIKAI, WIKAI may cancel the contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

15. General

1. Failure of WIKAI to enforce any of these Conditions or to exercise any right occurring through any breach of contract by the Buyer will not constitute a waiver or acceptance of any other or future defaults of the Buyer. These Conditions are subject to change from time to time by WIKAI. All statements and/or recommendations made by WIKAI to the Buyer in relation to the purchase or use of WIKAI'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, WIKAI will not be liable for any claims of any kind by the Buyer.

A notice required or permitted to be given by either party to the other party under these terms and conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

If any provision of the contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity or enforceability of the other provisions of the contract and the remainder of the provision in question shall not be affected



16. Arbitration

1. 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:
2. i. In the event of a dispute, the parties shall endeavor to resolve such dispute through good faith negotiations for a period not to exceed fifteen (15) calendar days following notice by one party to the other party that a dispute exists. In the event the parties fail to resolve such dispute within such period, the alleged breach or dispute must be submitted to binding arbitration under the applicable arbitration rules of either (i) the ADR Institute of Canada Inc., for matters between parties domiciled in Canada, or (ii) the International Chamber of Commerce, for matters where at least one party is not domiciled in Canada. Any such arbitration will be private and confidential and will be conducted in the English language and will be the sole and exclusive remedy with respect to any such dispute or alleged breach. The findings of the arbitrator will be binding on both parties; provided, however, that the arbitrator will have no power to add to, detract from, or alter these Terms. The ruling resulting from such arbitration will be enforceable in any court of competent jurisdiction. The cost of such arbitration will be borne equally; provided, however, that each party shall pay its respective legal fees without contribution from the other.

17. Entire Agreement

1. The contract is the entire agreement between WIKAI 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 WIKAI and the Buyer relative hereto which are not fully expressed in the contract.

18. Government Law

1. This agreement is governed by the laws of Alberta and the federal laws of Canada applicable therein. The parties specifically exclude the application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods.