



**FIRE POWER OILFIELD FIREFIGHTING LTD.
(HEREINAFTER CALLED THE "COMPANY")
GENERAL TERMS AND CONDITIONS OF SERVICE**

The provision of the equipment, machinery, supplies and personnel of the company constitutes the Service to be provided to the customer by the Company, (hereinafter called the "Service").

The provision of Service by the company is offered, furnished and sold subject to the following terms and conditions:

- 1) The Customer, assumes total responsibility for the type and character of Service which the company is requested to provide;
- 2) The Company agrees to provide, when requested by the Customer to do so, adequately trained personnel who shall be familiar with the equipment, machinery and supplies provided by the company.
- 3) The Customer assumes full responsibility to ensure access and egress from the well and agrees to pay for any special means of transportation which may be required to transport the equipment, materials and personnel of the company to and **from the well.** (Location?) The Customer further agrees to indemnify the company for any loss of or damage to the equipment and materials of the Company which may arise from the transportation arranged by the are aforesaid;
- 4) It is understood that the Company has not nor will it guarantee any results arising from the contract for the provision of the Company Service, and except in the case of gross or wilful negligence on its part, shall not be liable or responsible for any loss or damage whatsoever including injury to or death of any person or property damage arising out of or in any way connected with its Service and the Customer shall absolve, indemnify and hold the company harmless against all liability for any such loss or damage sustained or incurred by the Customer or any third party irrespective of the cause;
- 5) In the event that any equipment or materials of the company are lost in the course of provision of the Service then the Customer will pay, in addition to the payment accrued to the time of loss, for the costs associated with the recovery of the equipment or materials and the Customer assumes full responsibility for arranging for said recovery. In addition the Customer shall pay the full replacement costs for any equipment or material not recoverable and for the complete repair of any equipment or materials recovered in damaged condition;
- 6) All statements and/or invoices rendered by the Company for its Service shall be paid at its office in Grande Prairie, Alberta, within thirty (30) days from the date of the statement and/or invoice and if not so paid shall bear interest at the rate of two(2) percent per month(twenty-four percent per annum) on the unpaid balance and in addition the Customer shall be liable for all costs associated with the collection of the overdue account;
- 7) This contract shall be construed in accordance with the laws of the Province of Alberta;
- 8) No employees or agent of the Company is empowered to alter or waive any of the terms or conditions and prices are subject to change without notice;
- 9) The company shall not be held responsible for any loss, damage, detention or delay caused by accidents, strikes, lockouts or by any other cause which is unavoidable or beyond the Company's reasonable control, and in no event is the Company liable for consequential damage or economic loss. No Service other than specifically requested by the Customer is include by implication or otherwise.