

	<b>Warehouse/Shop/Office/Delivery</b>	<b>Corporate Office/Mailing</b>
	Vision Oil Tools	Vision Oil Tools, LLC
	7804 Foothill Blvd	PO Box 758
	Rock Springs, WY 82901	Green River, WY 82935
	Office (307) 382-4168	Office (307) 875-5965
	Fax (307) 382-4151	Fax (307) 875-2751

## **TERMS AND CONDITIONS**

### **RENTER' S LIABILITY**

All tools are run at the renter's risk. We exercise every precaution to keep our tools in good condition, but we do not guarantee them.

### **WELL CONDITIONS**

Well conditions, which prevent satisfactory operation of tools, do not relieve renter of his responsibility for rental charges of it.

### **STANDBY CHARGES**

Terms and prices furnished on request.

### **RENTAL CHARGES**

Scheduled rental rates begin when tools leave our shop and continue until returned thereto. Twenty-four hours, or any part thereof, constitute the first day's rental. A new minimum rental will apply for each additional location.

### **TESTING AND INSPECTION CHARGES**

All charges for the testing and inspection of tools used in a rental will be billed to customer upon completion or rental.

### **DAMAGED OR LOST TOOLS**

Damaged tools will be repaired at the expense of the renter. In the event this company's tools are lost in the hole, a minimum charge of 100% of rental price will be made for current rentals. The tools will then be charged as a sale as new tools at replacement price. Additional billing may be made for tools sold when price at time of delivery exceeds selling price. Lost rental tools belonging to other companies will be billed in accord with their practices. In the event tools lost in the hole are recovered a credit for the sale will be given, less any repairs to place the tools in original working order. Recovered tools belonging to other companies will be billed in accord with their practices. Tools and/or parts which are billed as a sale after having been damaged beyond repair in a customer's well will be held for the customer for sixty (60) days. If they are not claimed at the expiration date of that period, title to said tools and/ or parts will revert to VISION OIL TOOLS and are subject to disposal at the discretion of said company.

### **SPECIAL TOOLS**

All special tools will be charged to the customer.

### **INACCESSIBLE LOCATIONS**

It is understood that the customer will make arrangements for transportation of our crew and equipment into and out of inaccessible locations and pay all expenses involved.

### **SERVICE ADVISOR CHARGES**

See **Service Charges**

### **SPECIAL SERVICE**

All equipment used on hydrogen sulphide wells will be charged at the regular published rental price plus 25%.

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**TAXES**

All Federal, State or Municipal, except income or ad valorem taxes, now or hereafter imposed with respect to services rendered or rental of equipment and / or the processing, manufacture, repair, delivery, transportation and / or proceeds of the merchandise or equipment rented herein specified shall be for the account of the customer, and if paid or required to be paid by VISION OIL TOOLS the amount thereof shall be added to and become part of the price payable by the customer.

**WARRANTY**

The only warranty made by Vision Oil Tools, LLC in connection with any products, or parts thereof, furnished or rented to customers is, that same shall be free from defects of workmanship and material; the liability of Vision Oil Tools, LLC for breach of such warranty, when such is shown, shall be limited to the replacement of, or the allowance of credit for, the parts shown to be defective when used for the purpose for which intended.

**RESPONSIBILITY**

It is agreed that customer at all times remains in full charge of the conditions existing in and about the well, the well bore, tile drilling machine, and the derrick. Therefore, while it is understood that Vision Oil Tool's employees will at all times exercise their best judgment under known or expected conditions, the opinions and interpretations of such employees are advisory only. The customer accepts such opinions only as advisory. VISION OIL TOOLS cannot and does not guarantee any specific results to be obtained from the use of its products, performance of its services, or actions based on opinions of its employees. Customer agrees to hold VISION OIL TOOLS harmless for injuries to persons or property resulting from said services. Customer assumes all expenses such as telephone, freight, express and drayage charges.

**TERMS**

Unless otherwise specified, published and quoted prices require payment net thirty (30) days. Credit terms beyond thirty (30) days furnished on application. Interest charged after due date at the rate of 1 ½ % per month which is 18 % per annum. All settlements are subject to approval of Credit Department. All bills are payable in Green River, Sweetwater County, Wyoming

**NO AGENT, EMPLOYEE OR REPRESENTATIVE OF VISION OIL TOOLS IS AUTHORIZED TO ALTER OR AMEND IN ANY FASHION THE PROVISIONS CONTAINED HEREIN.**

***PRICES SUBJECT TO CHANGE WITHOUT NOTICE EFFECTIVE SEPTEMBER 1, 2003***