



WARRANTY INFORMATION

1. IT IS EXPRESSLY AGREED THAT THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, MADE BY OWEN (hereinafter referred to as “Manufacturer”) ON EQUIPMENT, PARTS OR EXPENDABLE SUPPLIES (hereinafter collectively referred to as “Product”) SOLD TO PURCHASER OTHER THAN AS EXPRESSLY STATED HEREIN. Subject to the terms and conditions hereof, Manufacturer warrants each new piece of Product sold to Purchaser (including original equipment placed thereon by Manufacturer) to be free from defects in materials or workmanship, if, and only if, all of the following conditions are met:

- a. The Product claimed to be defective has been exposed only to normal use and service, has been maintained, and has been used only according to Manufacturer’s instructions.
- b. Manufacturer is given prompt notice of any such defect.
- c. Purchaser has taken all reasonable steps to mitigate any such defects.

In no event shall the Manufacturer be liable for any injury, loss or damage, direct or consequential, special, incidental, indirect or punitive, arising out of the use of or inability to use the Product sold to Purchaser by Manufacturer.

2. The extent of Manufacturer’s liability and the customer’s sole and exclusive remedy hereunder or otherwise shall be the replacement of any such Product at no cost or expense to Purchaser. In no event shall Manufacturer be liable to Purchaser for indirect, punitive, special, incidental or consequential damages.

3. This warranty shall be in effect with respect to a Product until six (6) months after date of sale of same to Purchaser, except: 1) this warranty shall apply to surface and subsurface electronics equipment only until 60 days after date of sale of same to Purchaser, and 2) scintillation detectors are warranted only to be in working order upon delivery of same to Purchaser.

4. THIS WARRANTY IS THE ONLY WARRANTY EITHER EXPRESSED, IMPLIED, OR STATUTORY, UPON WHICH SUCH PRODUCT IS SOLD, AND PURCHASER’S SOLE REMEDY IN ANY CAUSE OF ACTION (WHETHER IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE) ARISING IN CONNECTION WITH THE SALE, USE OR OWNERSHIP OF ANY PRODUCT IS EXPRESSLY LIMITED TO THE REPLACEMENT OF THE DEFECTIVE PRODUCT, AS ABOVE PROVIDED, ALL OTHER DAMAGES AND WARRANTIES, STATUTORY OR OTHERWISE, BEING HEREBY EXPRESSLY WAIVED BY THE PURCHASER.

5. Each Product (including, without limitation, all perforating systems, STIM-GUN™ assembly, STIM-TUBE™ tool, pipe recovery products, jet cutters, detonators, boosters, detonating cord, wireline mechanical components, bridge plug systems, and all other downhole tools) is designed, tested and qualified to operate properly only when used pursuant to the recommendations that Manufacturer provides to Purchaser. Incorporating any products supplied by third parties, whether ballistic or mechanical, into or while utilizing any Product is not recommended by Manufacturer. Incorporating such third-party products may be unsafe and unreliable. Any such incorporation by Purchaser of a third-party product shall automatically void the warranties set forth above.



6. Each Product has specifications and ratings that are determined by testing, evaluation, or engineering analysis. Purchaser shall notify Manufacturer if use of such Products exceeds 80% of the pressure rating or anytime Purchaser has reason or should have reason to believe that the Product will be utilized in conditions outside the normal operating conditions of the Product. This includes, but is not limited to, pressure, temperature, fluid, and time exposure conditions.

7. Only an officer of Manufacturer has authority to alter or increase this warranty in any manner whatsoever, and no attempt to repair or promise to repair, replace or improve the Product covered by this warranty by any representative of the Manufacturer shall waive, change or extend this warranty in any manner whatsoever, unless such action, promise or other representation be in writing and signed by an officer of the Manufacturer.

8. **THE PURCHASER WARRANTS THROUGH THE PURCHASE OF THE PRODUCT THAT HE IS FAMILIAR WITH THE PRODUCT AND ITS PROPER USE.** Before using the Product, Purchaser shall give the Product a reasonable and prudent examination and/or tests to determine the suitability of said Product for Purchaser's intended use, and purchaser assumes all risk and liability whatsoever in connection therewith from the time of delivery to Purchaser.

9. The Purchaser agrees to indemnify and hold harmless Manufacturer and its employees, officers, directors, parent, subsidiaries and affiliates, from liability against any and all claims, damages or assertions of liability of every nature whatsoever (other than the limits of liability defined hereunder) to persons or property arising out of or in connection with the sale, handling, use or malfunction of the Product which Manufacturer may deliver to the Purchaser, including but not limited to, any and all claims based on asserted defects of materials or workmanship in the manufacture or sale of Manufacturer's Product and any claims in connection with Purchaser's incorporation of any product manufactured by a third party into or while utilizing any Product.