



WEATHERFORD'S STANDARD TERMS AND CONDITIONS

Note: defined terms may vary in Bills of Sale for trailers or similar equipment

1. DEFINITIONS

"Auctioneer" shall mean Kruse Energy & Equipment, LLC.

"Buyer" shall mean you and the party purchasing certain Equipment via Auctioneer.

"Purchase Price" shall mean the total amount paid by Buyer for the Equipment.

"Seller" shall mean Weatherford U.S., L.P.

"Seller Group" shall include Seller, its parent or affiliated companies, and their respective officers, directors, employees, clients, contractors, heirs, successors, assigns and agents, or any or all of such parties or other party with an interest.

2. TRANSFER OF EQUIPMENT

For and in consideration of Buyer's payment of the Purchase Price to Auctioneer, Seller hereby **SELLS, CONVEYS, TRANSFERS AND ASSIGNS** to Buyer legal and beneficial title to the Equipment and all of Seller's right, title and interest therein.

3. DISCLAIMER OF WARRANTIES

3.1 THE EQUIPMENT IS SOLD AND TRANSFERRED TO BUYER "AS IS" AND "WHERE IS", IN ITS PRESENT STATE AND CONDITION, WITH ALL FAULTS AND DEFECTS, KNOWN OR UNKNOWN. SELLER MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT (OTHER THAN THE WARRANTY OF TITLE SET FORTH ABOVE), HEREBY DISCLAIMING ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE OR PURPOSE, OR THAT THE EQUIPMENT IS FREE OF THE RIGHTFUL CLAIM OF ANY THIRD PERSON BY WAY OF INFRINGEMENT OR THE LIKE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER EXPRESSLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS AS TO THE VALUE, QUALITY, PHYSICAL CONDITION OR STATE OF REPAIR OR LACK OF REPAIR OF THE EQUIPMENT.

IN ACCEPTING THE EQUIPMENT AND THESE TERMS AND CONDITIONS, BUYER SIGNIFIES ITS UNCONDITIONAL ACCEPTANCE OF THE EQUIPMENT AND ACKNOWLEDGES THAT SELLER IS NOT MAKING ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER WITH RESPECT THERETO.

3.2 In purchasing the Equipment, Buyer is relying solely and exclusively upon its own experience and its independent judgment, evaluation and examination of the Equipment, and not on any representation, written or oral, of Seller.

3.3 Buyer understands and acknowledges that the Equipment may be used and not new and agrees that this is a final sale with no return or refund of the Purchase Price or any portion thereof.

4. LIABILITY

BUYER WAIVES AND AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS SELLER GROUP FROM AND AGAINST ALL CLAIMS, EXPENSES, LOSSES, DAMAGES OR CAUSES OF ACTION ARISING OUT OF OR RELATING, DIRECTLY OR INDIRECTLY, TO THE SALE, ACQUISITION, USE, OPERATION, MAINTENANCE, DISREPAIR, DEFECTS IN OR REMOVAL OF THE EQUIPMENT, AS WELL AS ANY LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF, OR AS A RESULT OF THE SALE OR DELIVERY OF THE EQUIPMENT HEREUNDER. BUYER FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS SELLER GROUP FROM AND AGAINST ALL CLAIMS, LOSSES AND LIABILITIES FOR PERSONAL INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY RESULTING OR ARISING, EITHER DIRECTLY OR INDIRECTLY, FROM THE SALE AND PURCHASE OF THE EQUIPMENT, WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS OR DAMAGE TO PROPERTY IS DUE OR CLAIMED TO BE DUE TO THE NEGLIGENCE OF ANY MEMBER OF SELLER GROUP.

5. TRADE COMPLIANCE

The Equipment is subject to the U.S. Export Administration Regulations and classified pursuant to Export Control Classification Number EAR99. Seller hereby advises Buyer that Seller cannot participate in transactions involving any Sanctioned Country (as hereinafter defined) or with any entity known to be organized in, or owned or controlled by a national of, a Sanctioned Country (a "Sanctioned Party"). For purposes of the foregoing, a "Sanctioned Country" shall mean and include Cuba, Iran, Sudan, North Korea, or Syria or any other country that may be subject in the future to comprehensive bilateral or multilateral economic sanctions applicable to Seller, including but not limited to those imposed by the United Nations, the United States and/or the European Union. If the Equipment subject to this Bill of Sale is intended for the direct or indirect benefit of a Sanctioned Country or Sanctioned Party, Seller may terminate the sale for cause and Seller will not be in breach or default. Should Buyer decide to export, re-export, transfer, divert, loan, lease, consign, resell, or otherwise dispose of the Equipment outside of the United States, Buyer agrees to be solely responsible for compliance with all applicable import, export control, antiboycott, and economic sanctions laws and regulations including but not limited to the U.S. Export Administration Regulations and all regulations and orders issued and/or administered by the U.S. Department of the Treasury's Office of Foreign Assets Control and will not proceed without first obtaining all required government authorizations, as applicable.

6. MISCELLANEOUS

6.1 Seller shall, on the reasonable request of Buyer, execute such additional documents and instruments and perform such further acts as may be reasonably required in order to effectuate the sale and transfer of the Equipment to Buyer.

6.2 These terms and conditions shall ensure to the benefit of and be binding upon Seller and Buyer and their respective heirs, successors, and assigns.

6.3 These terms and conditions shall be governed by the laws of the Texas which will apply without regard to any choice of laws or conflict of laws provisions which would direct the application of the laws of another jurisdiction. **EACH PARTY HEREBY WAIVES ALL RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY LITIGATION INVOLVING THIS SALE.** Nothing herein shall prohibit a party from availing itself of a court of competent jurisdiction for the purpose of injunctive relief.

X _____

Date _____