

TERMS AND CONDITIONS

D & D Oilfield Rentals (the Lessor) hereby leases to the party named on the Rental Agreement (the Lessee) or its agents, the drill pipe, tools and/or other equipment described in the Rental Agreement upon the terms and conditions herein after set forth and as described in the Rental Agreement:

Term:

- 1) The Rental Agreement shall become effective from the date of delivery/pickup of the equipment to the Lessee or its agents therein and shall remain in full force and effect for a period determined between the Lessor and the Lessee.
- 2) All equipment outlined in the Rental Agreement shall be returned to D & D Oilfield Rentals by the Lessee upon completion of project, at the place from which it was originally obtained.
- 3) The Lessee agrees that the Lessor can terminate the Rental Agreement at any time without notice to the Lessee should the Lessee not adhere to the Terms and Conditions of the Agreement. If such event should occur the Lessee agrees to return all equipment noted in the Rental Agreement immediately on demand. Any damages, repairs or replacement costs due to the use/misuse of any equipment noted in the Rental Agreement shall be the sole responsibility of the Lessee or its agents.
- 4) The Lessor exercises extreme precaution to keep all equipment in perfect condition but does not guarantee it.

Rent:

- 1) The rental rate for equipment outlined in the Rental Agreement shall be the amount set forth in D & D Oilfield's Brochure. All charges are due and payable net 30 days following the date of the invoice. Interest will be calculated on past due accounts at the maximum rate allowable by law.
- 2) Well conditions, which prevent satisfactory operations of the equipment, do not relieve the Lessee of its responsibility for rental charges.

Transportation:

- 1) All transportation charges shall be borne by the Lessee.