

LIMITED WARRANTY

UPCO, Inc., ("UPCO") warrants to the original purchaser (or its customer, if purchased for resale) that all products ("Goods") manufactured by UPCO shall be free from defects in material and workmanship, for a period of two years from the date of first purchase. Should any such Goods be defective in material or workmanship, UPCO will, at UPCO's sole option either replace such goods f.o.b. Claremore, Oklahoma, or allow a credit therefore (up to a maximum of the original purchase price for such goods paid to UPCO) and will provide a credit to the claimant for well service costs incurred as a direct result of pulling and replacing such Goods to the point of failure, if such costs are documented and submitted within the warranty period. UPCO will not pay pulling costs above usual and customary amounts and will not pay for costs incurred due to special or unusual access requirements.

This limited warranty shall be automatically void if failures or defects were caused in whole or in part by (i) improper or abnormal use, (ii) inadequate or improper service, (iii) improper handling, transporting, running, storage, pulling or joint makeup, (iv) any other type of misapplication, (v) any unapproved alteration, or (vi) misuse or if not used in accordance with instructions or recommendations of UPCO. UPCO will not be responsible for any claim for down time or loss of income or production or accidents or for any other special, indirect, punitive, or consequential damages and shall not be responsible for goods which are defective due to the mishandling, treatment, or storage of the Goods.

THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF UPCO AND THE REMEDIES OF THE BUYER SET OUT IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND ARE MADE AND ACCEPTED BY THE BUYER IN LIEU OF AND THE BUYER WAIVES AND RELEASES ALL OTHER WARRANTIES OF UPCO, EXPRESS OR IMPLIED, ARISING BY STATUTE OR OTHERWISE, WITH RESPECT TO ANY DEFECT IN THE GOODS OR ANY DEFECT IN THE UPCO-SUPPLIED WORKMANSHIP OR MATERIALS PERTAINING TO THE GOODS, INCLUDING BUT NOT LIMITED TO THE WAIVER AND RELEASE BY THE BUYER OF THE FOLLOWING: (I) ANY STATUTORY OR IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PRUPOSE, (II) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, AND (III) ANY OTHER RIGHT, CLAIM, OR REMEDY WHATSOEVER OF THE BUYER.

UPCO shall not have any obligation or liability and the buyer acknowledges that UPCO shall not have obligation or liability whatsoever to the buyer, whether arising pursuant to the foregoing limited warranty, or in contract, indemnity, tort (including negligence, products liability, strict liability, or otherwise), for any exemplary or punitive damages or for any special, indirect, incidental or consequential damages (even though such damages may be foreseeable) including, but not limited to loss of profits or revenues, loss of use of equipment, cost of capital, cost of substitute equipment, repairs of facilities, cost of getting service equipment on site, cost of downtime, cost of purchased or replacement equipment or parts, cost of transportation or freight, inspection, instillation, removal or reinstallation with respect to the goods except to the extent specifically provided for herein.

In order for the limited warranty to be valid, UPCO must be notified in writing within two years from the date of purchase and claimant must provide, in a timely manner, all relevant application information and samples of failed parts as requested by UPCO. If UPCO shall disagree with any such claims, the issue shall be conclusively determined by prompt submission to a qualified and accredited independent testing laboratory selected by UPCO, the costs thereof to be borne by UPCO and reimbursed by the warranty claimant if determined not to be a valid warranty claim. No material may be returned for repair, replacement, or credit except by special arrangement with UPCO's written consent.

Other goods sold by UPCO and not manufactured by UPCO are not warranted by UPCO. However, UPCO agrees to use reasonable efforts to assign to the warranty claimant whatever expressed warranty was originally given by the original manufacturer thereof so that the warranty claimant may pursue such claims directly with the manufacturer thereof. In doing so, UPCO makes no warranty regarding the enforceability or validity of the assigned warranty or the scope thereof.