



The GasGun, Inc.
 165 SW Tualatin Loop, West Linn, OR 97068
 Phone: (503) 557-1370
 Fax: (503) 210-1780

Fax Completed Work Orders To:
(503) 210 - 1780

SALES CONTRACT AND FIELD WORK ORDER

Date	Contact Person	Phone
Wireline	Company	
Operator	Address	
Rigger	City, State & Zip	

Well Data

Lease Name & No.	County	State
Well	Type	Formation Casing
New <input type="checkbox"/>	Gas <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Recompletion <input type="checkbox"/>	Oil <input type="checkbox"/>	If yes: Size <input type="text"/>
Rework <input type="checkbox"/>	Injection <input type="checkbox"/>	SPF <input type="text"/>
	Disposal <input type="checkbox"/>	Entry Hole Dia. <input type="text"/>
		Current Production
		Oil <input type="text"/>
		Gas <input type="text"/>
		Injection (psi) <input type="text"/>

GasGun tools expended

	Propellant Length	Carrier Size (e.g. 3 3/8" X 10')	Depth	Formation
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Terms of Use

In consideration of the license to use the below specified GasGun® Tools [tool(s)], the undersigned (User) agrees as follows:

1. The GasGun, Inc. (TGG) is granting User a license to employ a wireline operator (Consignee) to use the specified tool(s) at a specified well. TGG will consign or has consigned the tool(s) to this selected wireline operator. TGG is performing no services and has not inspected the well. TGG assumes no responsibility for improper use of the tool(s) by the wireline operator or improper selection of the tools for the use.
2. When the Consignee uses the tool(s), User will pay TGG for the tools expended at your well in accordance with pricing specified by TGG.
3. Because of the uncertain conditions and hazards existing in a well which are beyond the control of TGG, and recognizing that the tool(s) deliver high pressure gas that can, in some instances, cause casing and/or cement damage, and that debris is usually left in the well that can create an obstruction, it is understood that TGG does not guarantee the results and will not be held responsible for damage occurring in the use of and performance of the tool(s). User is assuming all risks associated with the use and will hold harmless TGG for any losses, liability or causes of action arising out of such use.
4. Should any TGG tool(s) be lost or damaged in the use of the tool(s), User agrees to make reasonable efforts to recover same and reimburse TGG for the value of the items which cannot be recovered or the cost of repairing damage to items recovered
5. All depth measurements and the condition of the well shall be User's responsibility.
6. User certifies that the well in which the tool(s) are to be used is in proper and suitable conditions for use of the tool(s).
7. This license is subject to the terms and conditions (Terms and Conditions) on the back of this Sales Contract and Field Work Order, and this represents the entire agreement between TGG and User.

Other Items:	Total Price	If payment collected on location note amount here:

The undersigned agrees to the terms and conditions of this Sales Contract and Field Work Order including those on the reverse side.

Signed: _____
 Print Name: _____

The GasGun, Inc.
TERMS AND CONDITIONS

1. Payment

Payment shall be due and payable pursuant to the terms stated on TGG's invoice. Past due accounts will be subject to monthly service charges of 1½% on all unpaid balances. Prices do not include any tax or other governmental charge or assessment upon the sale, shipment, production or use of the products ordered or sold hereunder. User shall be solely responsible for, and shall pay to TGG upon demand, any such tax, charge or assessment (other than any such tax on or measured by TGG's income). User will pay such costs, collection agency commission, expenses and reasonable attorney fees (whether or not suit is filed and including, without limitation, at trial, on appeal, in bankruptcy, or otherwise) as TGG may incur in any manner of collection of any sums past due or otherwise due under these Terms and Conditions.

2. Hold Harmless Terms.

USER AGREES TO UNCONDITIONALLY PROTECT, DEFEND, INDEMNIFY AND HOLD TGG, ITS EMPLOYEES, OFFICERS, AGENTS, AFFILIATES AND SUBSIDIARIES HARMLESS FROM LIABILITY AGAINST ANY AND ALL DEMANDS, CLAIMS, SUITS, CAUSES OF ACTION, COSTS, EXPENSES, DAMAGES OR ASSERTIONS OF LIABILITY OF EVERY NATURE WHATSOEVER TO PERSONS OR PROPERTY THAT TGG AND/OR USER MAY AT ANY TIME SUFFER OR SUSTAIN OR BECOME LIABLE FOR UNDER ANY LEGAL THEORY, INCLUDING WITHOUT LIMITATION, CONTRACT, WARRANTY, DECEPTIVE TRADE PRACTICE, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT, BY REASON OF ANY ACCIDENTS, DAMAGES OR INJURIES, EITHER TO PERSON OR PROPERTY OR BOTH, OF USER, OF ANY THIRD PARTY(S), OR OF TGG OR ANY AFFILIATED PERSONS OR FIRMS, THAT ARISE OUT OF OR RELATE TO THE SALE, HANDLING, USE, MISUSE, OR MALFUNCTION OF ANY ITEM SOLD HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS BASED ON ASSERTED DEFECTS OF MATERIALS OR WORKMANSHIP IN THE MANUFACTURE OR SALE OF ANY ITEM SOLD HEREUNDER AND ANY CLAIMS IN CONNECTION WITH USE OR MISUSE OF THE ITEM BY A WIRELINE OPERATOR AND/OR USER'S OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, AFFILIATES, SUBSIDIARIES, OR ANY OTHER PERSON OR ENTITY TO WHOM THE ITEM HAS SUBSEQUENTLY BEEN CONSIGNED, SOLD OR TRANSFERRED. USER FURTHER AGREES THAT TGG, ITS OFFICERS, EMPLOYEES, AGENTS, AFFILIATES AND SUBSIDIARIES, SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO USER IN CONNECTION WITH THE USER'S INCORPORATION OF ANY PRODUCT MANUFACTURED BY A THIRD PARTY INTO OR WHILE UTILIZING ANY PRODUCT OR BY WAY OF ANY INDEMNITY THEORY, WHETHER BASED ON STATUTE, CONTRACT EQUITY OR THE COMMON LAW.

3. Limited Warranty and Remedy

UNDER NO CIRCUMSTANCES WILL TGG BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OR LOSS OF PROFIT OR INTERRUPTION OF BUSINESS WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED BY TGG TO USER OR ANY THIRD PARTIES. User's remedies for any and all breaches of any nature, including without limitation breaches of contract and warranty, are limited to the remedies of return of any sums paid TGG for the tool(s). The remedy provided herein is the exclusive remedies of User for failure of TGG to meet any alleged warranty obligations, whether claims of User are based on contract, in tort or otherwise. **THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED. TGG EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.**

4. Choice of Law

ANY AGREEMENT OR TRANSACTION TO WHICH THESE TERMS AND CONDITIONS APPLY SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF TEXAS. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR WITH REGARD TO ITS INTERPRETATION OR BREACH SHALL BE GOVERNED BY AND CONSTRUED, INTERPRETED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, INCLUDING BUT NOT LIMITED, TO TEXAS SUBSTANTIVE AND PROCEDURAL LAW AND THE TEXAS VERSION OF THE UNIFORM COMMERCIAL CODE. NO DOCTRINE OF CHOICE OF LAW SHALL BE USED TO APPLY THE LAWS OF ANY OTHER STATE, NATION, OR JURISDICTION.

5. Miscellaneous

(a) The rights granted herein are personal to User and may not be assigned in whole or in part, by operation of law or otherwise, without the prior written consent of TGG.

(b) User is an independent contractor. Nothing in these Terms and Conditions will be deemed to create a joint venture, partnership, employment, or agency relationship between the parties or empower one party to assume or create any obligation on behalf of the other.

(c) TGG is not responsible or liable for failure or delay in performance hereunder that is due to force majeure events.

6. Use Agreement

Use of the items supplied or sold by TGG to User shall constitute agreement of User to these Terms and Conditions.