



ALBERTA TUBULAR PRODUCTS LTD.

1100 - 500 4 Avenue SW Calgary, AB T2P 2V6

Ph: 403.264.2136 Fax: 403.264.2137 www.albertatubular.com

CREDIT MEMO

Whitecap Resources Inc

3800 525 8 Ave SW
Calgary AB
T2P1G1

Attention: Brendon MacDonald

Credit Memo: 22100500CM

Date : October 21, 2022

AFE: 221614DR

Reference:

Ordered by:

Location: 102/ 12-22-067-08-W5
PD 403

Release No:

Quote No:

Sales Rep: Scott Deibert

FOB: Racks, AB

Date Returned: October 19, 2022

Qty	UoM	Product Description	Unit Price	Total
50.89	M	177.8mm 29.76kg/m J55 API D10 ERW STC R3 Casing Tally No: In-WGP_152745 Shipping Site : Mullen Oilfield Services- Edmonton Invoice Notes: Re: Original Invoice CI22104501	78.95	4,017.77

Please remit to: Alberta Tubular Products Ltd.
1100 - 500 4 Avenue SW
Calgary, AB T2P 2V6

Sub-Total	4,017.77
PST	
GST # 127369973 RT0001	200.89
Total Due CAD	(4,218.66)

2% interest per month (24% per annum) charged on overdue accounts.

See general sales conditions.

Thank you for choosing ATP

Tally Credit



Yard: Mullen Oilfield Grande Prairie
Ship To: ALBERTA TUBULAR PRODUCTS LTD
3rd Party: _____

Tally No.: <u>WGP-152745</u>	Page: <u>1 of 1</u>
Created by: <u>Brandon Spofford</u>	Date: <u>Oct 19, 2022</u>
Bill Lading: _____	Rack: <u>CE04-72061</u>
Cust. PO: _____	Transfer: _____
Cust. Tally: _____	Pieces: <u>4</u>
AFE No: <u>221481DR</u>	Length: <u>50.89</u> m.
Cust No.: <u>NWG-016242</u>	Weight: <u>1514.49</u> kg.
Job Code: <u>Credit</u>	<u>3338.88</u> lbs.

Location: 100/12-22-67-8-W6 Rig No: Carrier:
From: WHITECAP RESOURCES INC. Release/OC: SO0031866 Via: MULLEN OILFIELD

Size: 177.8 Weight: 29.76 Unit: kg Wall: 6.91 Grade: J55 ERW Thread: STC Range: 3
Mods: _____ Manufacturer: EVRAZ Condition: NEW Stock #: 72061 Other: _____

No.	Length	Heat No	No.	Length	Heat No	No.	Length	Heat No	No.	Length	Heat No
1	13.06										
2	13.06										
3	13.09										
4	11.68										
50.89											

ENGINEER = MIKE MADDISON 780-882-2680 wcprig403@gmail.com

Page Totals:

Trucker	Received
Charge To:	

# JT's	4	Length	50.89	Weight	1,514.49
		Unit	meters		kg



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ALBERTA TUBULAR PRODUCTS LTD. TERMS AND CONDITIONS OF SALES CONTRACT

1. DEFINITIONS. When used in this document: "Seller" means Alberta Tubular Products Ltd. "Buyer" means the company purchasing the goods and/or services described in this Sales Contract. "Goods" means those tubular products and any related materials or equipment to be supplied by Seller to Buyer in accordance with this Sales Contract.
2. PURPOSE. This document, together with Seller's invoice or quotation to which these terms and conditions are attached, constitute the Sales Contract between Seller and Buyer and outlines the terms and conditions governing this Sales Contract.
3. SELLER'S APPROVAL OF SALES CONTRACT. All orders are governed by Seller's Sales Contract and are subject to written (including but not limited to electronic) approval by a sales representative of Seller's offices in Calgary, Alberta, Canada.
4. BUYER'S ACCEPTANCE OF SALES CONTRACT. Buyer's receipt of this Sales Contract shall constitute acceptance by Buyer of the terms and conditions set forth herein.
5. PRICING. Unless otherwise agreed to, all prices are in Canadian funds. The invoice or quotation price shall be adjusted to Seller's prices and extras (including but not limited to switching, spotting, handling, storage, demurrage, delays or any other transportation, attendant or accessorial service) in effect at time of transfer of title to Goods from Seller to Buyer, as prices are subject to change without prior notice. If transportation charges from point of origin of the shipment to a designated point are included in the prices as extra charges, any changes in such transportation charges shall be to Buyer's account. Unless stated otherwise in writing, Seller shall not be responsible for any extra charges or price adjustments.
6. CREDIT AND TERMS. The terms of payment shall be subject to Seller's approval, effective from date of invoice and net 30 days from date of invoice. Discounts or cash terms granted by Seller shall not be applied to any transportation or attendant charges included in prices computed at destination or arising in connection with transportation of Goods. Should the financial condition of Buyer at any time before completion of this Sales Contract become unsatisfactory to Seller, Seller reserves the right to require payment in advance for any shipment hereunder, or satisfactory security. If Buyer fails to make payment in accordance with the terms of this Sales Contract, or fails to comply with any provision hereof, Seller may at its option (in addition to other remedies), cancel any unshipped portion of this order; Buyer shall remain liable for all unpaid accounts, and Buyer shall be liable for all damages suffered by Seller resulting from Buyer's failure to fulfil its obligation under this Sales Contract, plus all expenses and obligations incurred by Seller in the execution of this Sales Contract up to the date of such cancellation. Buyer further agrees that as a part of the consideration for this Sales Contract, in the event Buyer fails to make payment within the specified period of time for Goods furnished and Seller declares such account delinquent, Buyer agrees to pay all collection costs and expenses which Seller may incur in collecting or attempting to collect its indebtedness from Buyer, including legal fees on a solicitor-client basis, plus interest at two percent per month (24% per annum) from the date of the unpaid balance.
7. TITLE AND SHIPMENT.
 - (a) With respect to Canadian sales: Title and property to Goods and all associated risk shall pass to Buyer as of the earlier of: when Buyer has paid for Goods; or Buyer's conveyance Ex works (meaning that Seller fulfils its obligation to deliver when it has made Goods available at its premises (i.e. works, factory, warehouse, yard, etc.) to Buyer. In particular, Seller is not responsible for loading Goods on the vehicle provided by Buyer, delivery to common carrier or to another point specified by Buyer, or for clearing Goods for export, unless otherwise agreed to in writing. Buyer bears all costs and risks involved in taking Goods from loading point at Seller's premises to the desired destination).
 - (b) Regarding sales to the United States: The 2010 edition of the International Chamber of Commerce official rules ("Incoterms") for the interpretation of trade terms are incorporated into this Sales Contract. All risk of damage to or loss or destruction of any Goods delivered by Seller to Buyer shall pass from Seller to Buyer as of and from the point in time when such Goods are placed on board a shipping vehicle at the FOB loading point. Title to any Goods delivered by Seller to Buyer pursuant to this Sales Contract shall pass from Seller to Buyer upon confirmation by Seller that it has received payment in full for Goods in accordance with section 6. Buyer is responsible for delivery from Seller's yard location unless specified in writing. In the event of a total or partial loss of a shipment of Goods after delivery, Buyer shall pay Seller the full amount of the invoice on the payment due date specified in this Sales Contract. Buyer shall not be entitled to await settlement of any insurance claim before making payment for such lost or damaged shipment of Goods.
8. SPECIFICATIONS. The terms and conditions contained in this Sales Contract are applicable specifically to Goods of the type quoted and/or ordered, and shall govern regardless of any variance with conditions which may be a part of Buyer's general order form. Unless specified in writing and made a part of this Sales Contract, all Goods shall be furnished subject to Seller's standard practices, tolerances and variations, and such specification as may be made a part of Seller's description of Goods. Seller reserves the right to ship nominal overages and underages in accordance with such of Seller's standard practices as may be applicable and reasonable. Availability of Goods subject to confirmation immediately prior to the transfer of title to Goods from Buyer to Seller.
9. NO RETURNS OR CANCELLATION. No Goods may be returned or orders cancelled without the prior consent and instructions of Seller, and only upon terms and conditions satisfactory to Seller.
10. DESIGN. Seller assumes no liability for any loss or damage arising from improper design, field testing or use of Goods. When alternate Goods classification, sizes or grades are quoted by Seller to Buyer, this is not to imply the suitability of such alternatives to Buyer's operating conditions. In the selection of Goods and their uses, Buyer must be guided by experience, best industry practices and the service for which Goods are intended.
11. INSPECTION. Unless otherwise specified and agreed upon, Goods to be furnished shall be subject to Seller's standard inspection. If Buyer is to inspect or furnish inspection services, such inspection shall be so conducted immediately prior to title to Goods passing to Buyer, and at a time and place so as not to interfere unreasonably with Seller's operations or operations of premises at which Goods are located, and consequent acceptance or rejection shall be made before title to Goods passes to Buyer.
12. LIMITED WARRANTY. Seller, except as otherwise hereinafter provided, warrants that new Goods sold by Seller which Seller purchases from others will be free from defects in material and workmanship to the extent of the warranty given to Seller and then only to the extent that such warranty can be enforced by Buyer. Seller makes no warranty with respect to:
 - (a) Goods of limited service, that cannot be traced, including but not limited to untraceable Goods whether by reason of age, unknown manufacturer, or condition, and/or that are sold "as-is/where-is";
 - (b) used Goods sold, or to work-over or repair work or parts requiring replacement because of natural wear and tear;
 - (c) Goods which have been altered or repaired by anyone other than Seller, without Seller's written consent, and no allowance shall be granted for alterations or repairs made by anyone other than Seller, without Seller's prior written consent; and
 - (d) damage caused to Goods during commissioning, start-up and operation when such damage is caused by anyone other than Seller or associated products, whether purchased by Seller or Buyer.
- EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THERE ARE NO REPRESENTATIONS, TERMS, CONDITIONS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE BY SELLER, RESPECTING THE NATURE, QUALITY, MERCHANTABILITY, SAFETY, RELIABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, OPERATION, REPLACEMENT OR REPAIR OF GOODS SOLD BY SELLER, AND ALL TERMS, CONDITIONS, OR WARRANTIES IMPLIED BY STATUTE, COMMON LAW, EQUITY OR OTHERWISE ARE HEREBY EXPRESSLY EXCLUDED.
13. BUYER'S REMEDIES AND CLAIMS. If Buyer discovers any defect, deficiency or non-conformance with Goods furnished (collectively, a "Deficiency"), and Buyer notifies Seller, in writing, and claims that such Deficiency fails to conform to the provisions of this Sales Contract, Seller's sole liability and Buyer's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) is expressly limited to repair or replacement of such Deficiency at Seller's sole option, not to exceed an amount equivalent to the price of Goods alleged to be a Deficiency. Alternatively Seller, at its option, will allow credit for the cost of such Goods, provided Deficiency is in the possession of original Buyer, and has been properly used for the purpose for which it was sold. Seller must be given an opportunity to investigate alleged Deficiency. For greater certainty, Buyer must recover, and deliver in a manner specified by Seller in writing, such Goods related to alleged Deficiency, failing which Buyer will have no claim against Seller. Seller shall incur no liability for shortages or damages to Goods after transfer of title to Goods from Seller to Buyer. Claims for transportation shortages or damages must be lawfully filed by Buyer with the carrier upon receipt of Goods, and Buyer's remedies will be confined to those assumed by the carrier. Seller reserves the right, at its sole option, to terminate all warranty conditions in the event that Buyer fails to comply with payment terms specified in this Sales Contract.
14. TAXES AND TARIFFS. Prices do not include any present or future federal, provincial or local taxes, or Canadian or US tariffs, based upon or measured by sale, use, manufacture or shipment. All such taxes or tariffs, where applicable, will be added to the price shown on Seller's quotation or invoice and shall be paid by Buyer, unless Buyer furnishes a tax or tariff exemption certificate to Seller in a form acceptable to respective taxing authorities.
15. FORCE MAJEURE. Seller shall not be liable for loss or damage resulting from any delay, interruption or failure in the performance of this Sales Contract if such delay, interruption or failure resulted from any event or circumstance (a "Force Majeure Event") including but not limited to: acts of God; acts of war; riot; acts of civil or military authorities; embargo; strike; lockout; labour disputes and shortages; accidents; pandemic; quarantine; restrictions; mill or yard conditions; delays in transportation; shortages of cars, fuel, or raw materials; fire, flood, natural or physical disaster, or extreme weather; or any other cause beyond the reasonable control of Seller, provided that in no circumstance will a lack of available financial resources be considered a Force Majeure Event. Seller agrees to make reasonable efforts to deliver Goods in accordance with the terms of this Sales Contract and Buyer agrees that delivery of Goods made up or in process cannot be cancelled or extended beyond the agreed delivery date except with Seller's consent, and upon such terms as may be agreed upon in writing.
16. CONFIDENTIALITY. The terms of this Sales Contract, including these terms and conditions and any attached documentation, including but not limited to a quotation or invoice, given by or on behalf of Seller to Buyer to facilitate its performance, shall be deemed to be Seller confidential information and the sole and exclusive property of Seller. Buyer shall use such Seller confidential information only as required to perform its obligations under this Sales Contract.
17. ASSIGNMENT. Buyer shall not assign this Sales Contract without the prior written consent of Seller. Seller may assign this Sales Contract without Buyer's consent.
18. GOVERNING LAW AND ATTORNMENET. This Sales Contract shall be interpreted and construed in accordance with the laws of the province of Alberta and the applicable federal laws of Canada. Seller and Buyer hereby agree to attorn exclusively to the courts of the province of Alberta located in Calgary.
19. LIABILITY AND INDEMNITY. Buyer shall:
 - (a) be liable to Seller, its affiliates and all of their respective directors, officers, employees, agents, consultants, contractors and subcontractors (collectively the "Seller Indemnitees"); and, in addition,
 - (b) indemnify and hold harmless Seller Indemnitees from and against,any and all actions, causes of action, claims, demands, losses, damages, liabilities, judgments, orders, decisions, costs and/or expenses which may be incurred by Seller and which may be brought against or suffered by any Seller Indemnitee arising from, or as a result of or in connection with, the breach of any provision of this Sales Contract, the performance or non-performance of this Sales Contract, or from the acts, omissions, negligence, fault or willful misconduct of Buyer, its employees, agents, representatives, consultants, suppliers or subcontractors arising from or incidental to the use by Buyer, its employees, agents, representatives, consultants, suppliers or subcontractors of, or transfer of title to, Goods sold herein, including but without limitation to the foregoing, any damage or injury to property or people (including death) whatsoever unless such is caused by Seller's sole negligence.
20. SECURITY INTEREST. Buyer hereby grants to Seller a security interest in Goods and in the proceeds to those Goods to secure payment of the purchase price. At the request of Seller, Buyer agrees to promptly execute all documents submitted by Seller to further evidence such security interest.
21. ENTIRE AGREEMENT. This Sales Contract including the terms and conditions constitutes the entire agreement between Seller and Buyer with respect to the subject matter hereof and sets out all of the covenants, promises, warranties, representations, conditions, understandings and agreements between Seller and Buyer pertaining thereto and supersedes all such prior agreements, understandings, negotiations and discussions, whether oral or written
22. AMENDMENT. This Sales Contract shall not be altered except as agreed to in writing by the parties.
23. WAIVER. No delay or omission by Seller exercising any right or remedy shall constitute a waiver of such right or remedy, or prejudice the right of Seller to enforce such right or remedy at any subsequent time.
24. SEVERABILITY. If any provision of this Sales Contract is determined to be wholly or partially unenforceable, such portion shall be severed and shall not affect enforceability of the remainder of this Sales Contract.

Pursuant to section 4 above, Buyer shall be deemed to have received and accepted this Sales Contract as of the date sent by Seller.