

## **REMIT TO**

Consolidated Oil Well Services, LLC Dept. 970 P.O. Box 4346 Houston, TX 77210-4346

**MAIN OFFICE** P.O. Box 884 Chanute, KS 66720 620/431-9210 • 1-800/467-8676 Fax 620/431-0012

INVOICE Invoice # 265817 \_\_\_\_\_\_

Invoice Date: 02/10/2014 Terms: 10/10/30, n/301 Page

QUAIL OIL & GAS LC 525 INDUSTRIAL DR GARDEN CITY KS 67846 (620) 271-0236

**BALL 1-26** 45203 26-18S-10E 02-01-2014 KS

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Part Number	Description	Qty	Unit Price	Total
1131	60/40 POZ MIX	115.00	13.1800	1515.70
1118B	PREMIUM GEL / BENTONITE	395.00	.2200	86.90
Sublet Performed 9996-170 9995-170	Description CEMENT MATERIAL DISCOUNT CEMENT EQUIPMENT DISCOUNT			Total -160.26 -175.58
Description 485 P & A NEW WELL 485 EQUIPMENT MILEAGE (ONE WAY) 667 MIN. BULK DELIVERY		Hours	Unit Price	Total
		1.00	1085.00	1085.00
		60.00	4.20	252.00
		1.00	418.77	418.77

Amount Due 3472.95 if paid after 03/12/2014

\_\_\_\_\_\_ .00 Tax: 103.12 AR 3125.65 1602.60 Freight: Parts:

.00 Misc: .00 Total: 3125.65 Labor: .00 -335.84 Supplies: .00 Change: Sublt:

\_\_\_\_\_\_

Date Signed THAYER, KS **CUSHING, OK** GILLETTE, WY **EUREKA, KS** OTTAWA, KS 785/242-4044 BARTLESVILLE, OK PONCA CITY, OK



265817

LOCATION Euroses

FOREMAN Stave Mead

PO Box 884, Chanute, KS 66720 620-431-9210 or 800-467-8676

FIELD TICKET & TREATMENT REPORT

DATE	CUSTOMER#	I WELL MANAGE ON HE	CEME	- P//-	15-111-2049	74	
			MBER	SECTION	TOWNSHIP	RANGE	COUNTY
2-1-1-1 CUSTOMER	العاما	13011 41-26		76	185	10E	Lyan
Quai MAILING ADDRE	ndusTrai			TRUCK# 485 667	DRIVER Alan 302)	TRUCK#	DRIVER
JOB TYPE 27 CASING DEPTH SLURRY WEIGH DISPLACEMENT REMARKS: 5	<i>O</i> , <i>A</i>	HOLE SIZE 7 %  HOLE SIZE 7 %  DRILL PIPE 4 2  SLURRY VOL  DISPLACEMENT PSI  AS: 8:5 40 70 4'2	TUBING WATER gal/s MIX PSI	sk	PATE	OTHER	
7.	era!	155Ks 50 Plu 155Ks 50 Plu 405Ks 1157a 255Ks Rotho 205Ks Maure 1155Ks 60/40	Surface	/280'	2nT 45%	GE!	
ACCOUNT	- ab (co	apleto Rig down		•			

ACCOUNT CODE	QUANITY or UNITS	DESCRIPTION of SERVICES or PRODUCT	UNIT PRICE	TOTAL
5405N	. 1.	PUMP CHARGE	<del></del>	, <u> </u>
5406	60	MILEAGE	1085.00	252.00
1131	115 sks	60/40 Pozmix Cement	13.18	1616 70
1188	395 *	4% Gel	122	1515.70 86.90
5407	4.95	Janmikage Bulk Truck	1.41	4/8.77
				<u>.</u>
				3358.37
		Thoukyou		-,335.84
		1010 8473.96		3022,53
		-10% / 347.40		
vin 3737		3126.66) 7158	SULTOTAL SALES TAX	103.12
UTHORIZTION	Ally Man	TITLE PO' PO	ESTIMATED	3125.65

acknowledge that the payment terms, unless specifically amended in writing on the front of the form or in the customer's account records, at our office, and conditions of service on the back of this form are in effect for services identified on this form

## **TERMS**

In consideration of the prices to be charged for Consolidated Oil Well Services, LLC (COWS) services, equipment and products and for the performance of services and supplying of materials, Customer agrees to the following terms and conditions.

Terms. Cash in advance unless satisfactory credit is established. On credit sales, invoices are payable within 30 days of the invoice date. On all invoices not paid within 30 days, Customer agrees to pay COWS interest at the rate of 18% per annum or the maximum rate allowed by law, whichever is higher. In the event COWS retains an attorney to pursue collection of any account, Customer agrees to pay all collection costs and attorney's fees incurred by COWS.

Any applicable federal, state or local sales, use, occupation, consumer's or emergency taxes shall be added to the quoted price. A sales tax reimbursement of 2% is applied to chemical and product charges for all services performed on oil and gas wells in the State of Texas. All process license fees required to be paid to others will be added to the scheduled prices.

All COWS' prices are subject to change without notice.

## SERVICE CONDITIONS

Customer warrants that the well is in proper condition to receive the services, equipment, products and materials to be supplied by COWS. The Customer shall at all time have complete care, custody, and control of the well, the drilling and production equipment at the well, and the premises about the well. A responsible representative of the Customer shall be present to specify depths, pressures, or materials used for any service which is to be performed.

- (a) COWS shall not be responsible for any claim, cause of action or demand (hereinafter referred to as a 'claim') for damage to property, or injury to or death of employees and representatives, of Customer or the well owner (if different from Customer), unless such damage, injury or death is caused by the willful misconduct or gross negligence of COWS, including but not limited to sub-surface damage and surface damage arising from sub-surface damage.
- (b) Unless a claim is the result of the sole willful misconduct or gross negligence of COWS, Customer shall be responsible for and indemnify and hold COWS harmless from any claim for: (1) reservoir loss or damage, or property damage resulting from sub-surface pressure, losing control of the well and/or a well blowout; (2) damages as a result of a subsurface trespass, or an action in the nature thereof, arising from a service operation performed by COWS; (3) injury to or death of persons, other than employees of COWS, or damage to property (including, but not limited to, injury to the well), or any damages whatsoever, irrespective of cause, growing out of or in any way connected with the use of radioactive material in the well hole; and (4) well damage or reservoir damage caused by (i) loss of circulation, cement invasion, cement misplacement, pumping cement or cement plugs on wells with loss of circulation, including the failure to displace plug to proper depth, (ii) subsurface pressure and resulting failure to complete pumping of cement or cement plug, including dehydration of cement slurry or flashing, plugged float shoe, annulus bridging or plugging, or (iii) down hole tools being lost or left in the well, or becoming stuck in the well for any reason and by any cause. COWS may furnish down hole tools and may supply supervision for the running and placement of such tools but will not be liable for any damage, loss or result caused by the use of such tools.

Furthermore, Customer will be responsible for the cost to replace such tools if they are lost or left in the well.

- (c) COWS makes no guarantee of the effectiveness of any COWS' products, supplies or materials, or the results of any COWS' treatment or services.
- (d) Because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, COWS is unable to guarantee the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by COWS. COWS' personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that COWS shall not be responsible for any damage arising from the use of such information except where due to COWS' gross negligence or willful misconduct in the preparation or furnishing of it.
- (e) COWS may buy and re-sell to Customer down hole equipment, including but not limited to float equipment, DV tools, port collars, type A & Packers, and Customer agrees that COWS is not an agent of dealer for the companies who manufacture such items, and further agrees that Customer shall be solely responsible for and indemnify COWS against any claim with regard to the effectiveness, malfunction of, or functionality of such items.

## **WARRANTIES - LIMITATION OF LIABILITY**

COWS warrants title to the products, supplies and materials, and that the same are free from defects in workmanship and materials. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, NOR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. COWS's liability and Customer's exclusive remedy in any claim (whether in contract, tort, breach of warranty or otherwise,) arising out of the sale or use of any COWS' products, supplies, materials or services is expressly limited to the replacement of such products, supplies, materials or services or their return to COWS or, at COWS' option, an allowance to Customer of credit for the cost of such items.

Customer waives and releases all claims against COWS for any special, incidental, indirect, consequential or punitive damages.