KOLAR Document ID: 1363595

Confidentiality Requested:

Yes No

Kansas Corporation Commission Oil & Gas Conservation Division

Form ACO-1
January 2018
Form must be Typed
Form must be Signed
All blanks must be Filled

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License #	API No.:
Name:	Spot Description:
Address 1:	
Address 2:	Feet from
City:	Feet from
Contact Person:	Footages Calculated from Nearest Outside Section Corner:
Phone: ()	□NE □NW □SE □SW
CONTRACTOR: License #	GPS Location: Lat:, Long:, (e.axxx.xxxxx)
Name:	Datum: NAD27 NAD83 WGS84
Wellsite Geologist:	County:
Purchaser:	
Designate Type of Completion:	Lease Name: Well #:
☐ New Well ☐ Re-Entry ☐ Workover	Field Name:
☐ Oil ☐ WSW ☐ SWD ☐ Gas ☐ DH ☐ EOR	Producing Formation: Kelly Bushing:
☐ OG ☐ GSW	Total Vertical Depth: Plug Back Total Depth:
CM (Coal Bed Methane)	Amount of Surface Pipe Set and Cemented at: Feet
Cathodic Other (Core, Expl., etc.):	Multiple Stage Cementing Collar Used?
If Workover/Re-entry: Old Well Info as follows:	If yes, show depth set: Feet
Operator:	If Alternate II completion, cement circulated from:
Well Name:	feet depth to: w/ sx cmt.
Original Comp. Date: Original Total Depth:	
□ Deepening □ Re-perf. □ Conv. to EOR □ Conv. to SWD □ Plug Back □ Liner □ Conv. to GSW □ Conv. to Producer	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)
Commingled Paymit #	Chloride content:ppm Fluid volume: bbls
Commingled Permit #: Dual Completion Permit #:	Dewatering method used:
SWD Permit #:	Location of fluid disposal if hauled offsite:
EOR Permit #:	•
GSW Permit #:	Operator Name:
	Lease Name: License #:
Spud Date or Date Reached TD Completion Date or	QuarterSecTwpS. R East West
Recompletion Date Recompletion Date	Countv: Permit #:

AFFIDAVIT

I am the affiant and I hereby certify that all requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Submitted Electronically

KCC Office Use ONLY						
Confidentiality Requested						
Date:						
Confidential Release Date:						
Wireline Log Received Drill Stem Tests Received						
Geologist Report / Mud Logs Received						
UIC Distribution						
ALT I II Approved by: Date:						

KOLAR Document ID: 1363595

Page Two

Operator Name	:						Lease	Name: _				W	/ell #:	
Sec Tv	vp	S. R.		East	t 🔲 W	/est	Count	ty:						
open and closed and flow rates if	d, flowing a gas to surf tity Log, Fir	ind shu face tes nal Logs	t-in pressu st, along w s run to ob	ures, who vith final otain Geo	ether sl chart(s ophysic	hut-in pre i). Attach cal Data a	essure rea extra she and Final I	iched stat eet if more Electric Lo	ic level space	, hydrosta e is needed	tic pressures d.	s, botton	n hole tempe	val tested, time tool erature, fluid recovery, v. Digital electronic log
Drill Stem Tests (Attach Add)	Taken	s)			/es [No		L	.og	Formatio	n (Top), Dep	oth and	Datum	Sample
,				es [No		Nam	е		Тор		Datum		
Cores Taken Electric Log Rur Geologist Repo	rt / Mud Lo	gs			/es [/es [No No No								
List / III L. Logo	i turi.													
				Rep	ort all st		RECORD			Used ite, producti	on, etc.			
Purpose of S	String	Size Dril			ize Casi et (In O.I			eight s. / Ft.		Setting Depth	Type of Cement		# Sacks Used	Type and Percent Additives
					ADI	DITIONAL	. CEMENT	ING / SQL	JEEZE	RECORD				
Purpose: Depth Top Bottom Type — Perforate — Protect Casing — Plug Back TD — Plug Back TD		Type of Cement # Sacks Use			ks Used	Type and Percent Additives								
Plug Off 2														
Did you perform Does the volum Was the hydrau	ne of the tota	al base fl	uid of the h	ydraulic fr	racturing	•				Yes Yes Yes	No (If N	lo, skip c	questions 2 an question 3) t Page Three (·
Date of first Produ	uction/Injecti	ion or Re	sumed Pro	duction/		ucing Meth	nod:	ina	Gas Li	ft 🗆 C	ther (Explain)			
Estimated Produ Per 24 Hours			Oil E	Bbls.			Mcf	Wat			ols.	Gas	:-Oil Ratio	Gravity
DISP	POSITION O	F GAS:				N	METHOD C	F COMPLI	ETION:				PRODUCTIC Top	ON INTERVAL: Bottom
Vented (If vent	Sold [_	on Lease		Open H	lole	Perf.		Comp t ACO-5		nmingled mit ACO-4)			Jettenn
Shots Per Foot	Perfora Top		Perforat Bottor		Bridge Typ		Bridge P Set At			Acid,	Fracture, Shot		nting Squeeze Material Used)	Record
TUBING RECOF	BD:	Size:		Set At:	<u> </u>		Packer At:							
				JULAI.			. wonor At.							

Form	ACO1 - Well Completion
Operator	RJM Company
Well Name	DERR-LEGLEITER 1
Doc ID	1363595

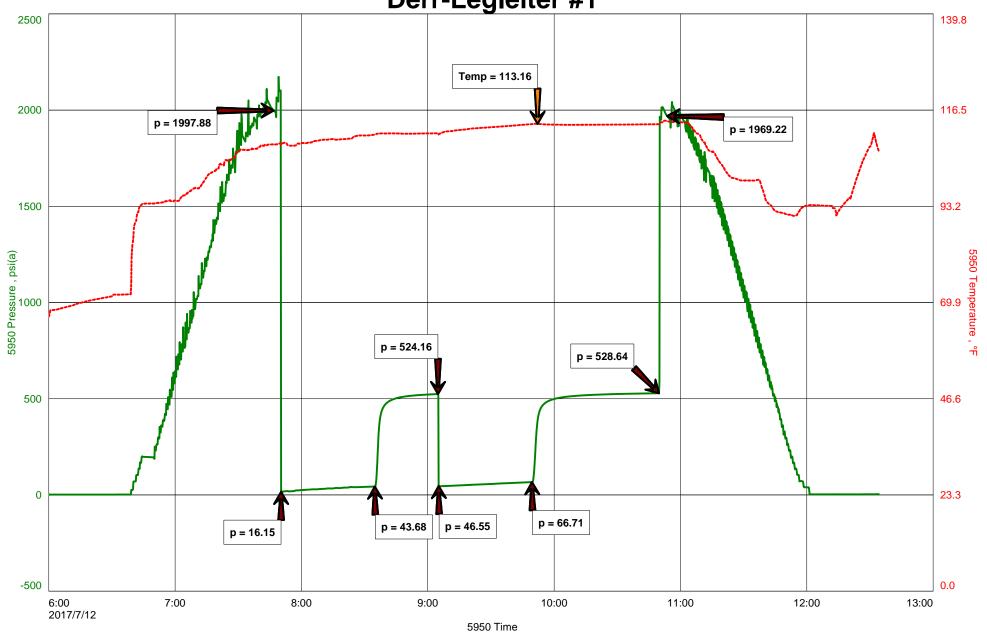
Casing

Purpose Of String	Size Hole Drilled	Size Casing Set	Weight	Setting Depth	Type Of Cement	Type and Percent Additives
Surface	12.25	8.625	20	304	Common	3%cc 2%gel

RJM Dst #1 Cherokee 3976-4023' Start Test Date: 2017/07/12 Final Test Date: 2017/07/12 Derr-Legleiter #1 Formation: Dst #1 Cherokee 3976-4023'

Pool: Infield Job Number: P0193

Derr-Legleiter #1





Michael Carroll 620-617-0368 carroll.dtllc@gmail.com

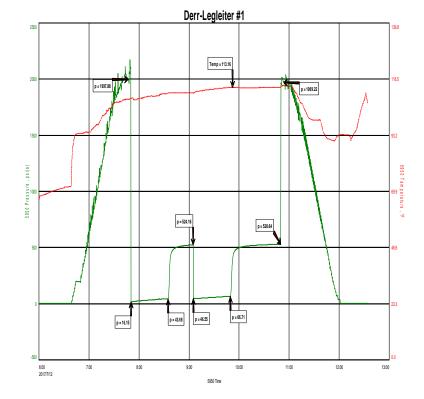
Hoisington, Kansas

General Information

Company Name RJM

Contact Chris Hoffman
Well Name Derr-Legleiter #1
Unique Well ID Dst #1 Cherokee 3976-4023'
Surface Location Field NA
Well Type Vertical
Test Type Drill Stem Test
Well Operator RJM

Formation Dst #1 Cherokee 3976-4023' **Well Fluid Type** 06 Water **Test Purpose Initial Test Start Test Date** 2017/07/12 **Start Test Time** 06:00:00 **Final Test Time** 12:35:00 **Job Number** P0193 2017/07/12 **Report Date Prepared By Michael Carroll**



TEST RECOVERY

Remarks Recovery: 105' MW 53%W 47%M

Total Fluid: 105'

Tool Sample: 70%W 30%M Trace Of Oil

Chlorides 18000 PPM RW .33 @ 90 Degrees

PH 7



DIAMOND TESTING P.O. Box 157

HOISINGTON, KANSAS 67544 (800) 542-7313

DRILL-STEM TEST TICKET

TIME ON: 0600 TIME OFF: 1235

FILE: DERR-LEGLEITER#1DST#1

Company RJM	Lease & Well No. DERR-LEGLEITER #1							
Contractor SOUTHWIND RIG 3	Charge to_RJM							
Elevation 2144SUR Formation CHEROKEE SAND								
Date 07-12-17 Sec. 16 Twp. 17 S Ra								
Test Approved By JIM MUSGROVE	Diamond Representative Michael Carroll							
Formation Test No. 1 Interval Tested from 39	76 ft. to 4023 ft. Total Depth 4023 ft.							
Packer Depthft. Size6 3/4in.	Packer depthft. Size 6 3/4 in.							
Packer Depth 3976 ft. Size 6 3/4 in.	Packer depthft. Size6 3/4 in.							
Depth of Selective Zone Set								
Top Recorder Depth (Inside) 3961 ft.	Recorder Number							
Bottom Recorder Depth (Outside)ft.	Recorder Number 5588 Cap. 6000 P.S.I.							
Below Straddle Recorder Depthft.	Recorder Number Cap P.S.I.							
Mud Type Chem Viscosity 55	Drill Collar Length 0 ft. I.D. 2 1/4 in.							
Weight 9.3 Water Loss 9.6 cc.	Weight Pipe Length 0 ft. I.D 2 7/8 in							
Chlorides 5000 P.P.M.	Drill Pipe Length 3943 ft. I.D 3 1/2 in							
Jars: Make STERLING Serial Number 11	Test Tool Length 33 ft. Tool Size 3 1/2-IF in							
Did Well Flow? NO Reversed Out NO	Anchor Length 47(15.5A) ft. Size 4 1/2-FH in							
Main Hole Size 7 7/8 Tool Joint Size 4 1/2 XH in.	Surface Choke Size 1 in. Bottom Choke Size 5/8 in							
Blow: 1st Open: 1/4"BLOW-BUILT TO 4" IN 45 MINUTES NOBB								
Blow: 1st Open: 1/4"BLOW-BUILT TO 4" IN 45 MINUT	ES NOBB							
Blow: 1st Open: 1/4"BLOW-BUILT TO 4" IN 45 MINUT 2nd Open: NO BLOW-BUILT TO 3" IN 45 MINUTE								
	S NOBB							
2nd Open: NO BLOW-BUILT TO 3" IN 45 MINUTE	S NOBB							
2nd Open: NO BLOW-BUILT TO 3" IN 45 MINUTE Recovered 105 ft. of MW 53%W 47%M Recovered 105 ft. of TOTAL FLUID	S NOBB CHLORIDES 18000 PPM RW .33 @ 90 DEGREES							
2nd Open: NO BLOW-BUILT TO 3" IN 45 MINUTE Recovered 105 ft. of MW 53%W 47%M Recovered 105 ft. of TOTAL FLUID Recovered ft. of	CHLORIDES 18000 PPM RW .33 @ 90 DEGREES PH 7							
2nd Open: NO BLOW-BUILT TO 3" IN 45 MINUTE Recovered 105 ft. of MW 53%W 47%M Recovered 105 ft. of TOTAL FLUID	CHLORIDES 18000 PPM RW .33 @ 90 DEGREES PH 7							
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2nd Open: NO BLOW-BUILT TO 3" IN 45 MINUTE Recovered 105 ft. of MW 53%W 47%M Recovered 105 ft. of TOTAL FLUID Recovered ft. of Recovered Recovered ft. of Recovered Recovered ft. of Recovered Recovered ft. of Recovered	S CHLORIDES 18000 PPM RW .33 @ 90 DEGREES PH 7 Price Job Other Charges Insurance Total							
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2nd Open: NO BLOW-BUILT TO 3" IN 45 MINUTE Recovered 105 ft. of MW 53%W 47%M Recovered 105 ft. of TOTAL FLUID Recovered ft. of TOTAL FLUID Recov	CHLORIDES 18000 PPM RW .33 @ 90 DEGREES PH 7 Price Job Other Charges Insurance Total Total 10:48A.M. A.M. P.M. Maximum Temperature 113							
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2nd Open: NO BLOW-BUILT TO 3" IN 45 MINUTE Recovered 105 ft. of MW 53%W 47%M Recovered 105 ft. of TOTAL FLUID Recovered ft. of Recovered Recovered ft. of Recovered Remarks: TOOL SAMPLE: 70%W 30%M TRACE OF OIL Time Set Packer(s) 7:48A.M. P.M. Time Started Off Both Initial Hydrostatic Pressure Initial Flow Period Minutes 45	CHLORIDES 18000 PPM RW .33 @ 90 DEGREES PH 7 Price Job Other Charges Insurance Total Total 10:48A.M. A.M. P.M. Maximum Temperature 113 (A) 1998 P.S.I. (B) 16 P.S.I. to (C) 44 P.S.I.							
2nd Open: NO BLOW-BUILT TO 3" IN 45 MINUTE Recovered 105 ft. of MW 53%W 47%M Recovered 105 ft. of TOTAL FLUID Recovered ft. of	CHLORIDES 18000 PPM RW .33 @ 90 DEGREES PH 7 Price Job Other Charges Insurance Total tom 10:48A.M. A.M. P.M. Maximum Temperature 113 (A) 1998 P.S.I. (B) 16 P.S.I. to (C) 44 P.S.I. (D) 524 P.S.I.							

QUALITY OILWELL CEMENTING, INC. Federal Tax I.D.# 20-2886107

Phone 785-483-2025 Cell 785-324-1041

Home Office P.O. Box 32 Russell, KS 67665

No. 1584

	Sec.	Twp.	Range		County	State	On Location	Finish		
Date > 8-1	7 14	1	20	R	sh	KS		1,000 in-		
						acken + Rail K	Par 2E 15 1	J toka		
Contractor South	Legler	T	Well No. /		Owner To Quality Oilwell Cementing, Inc. You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as listed.					
Type Job Surfa	<u>ue</u> 1	T.D.	705		Charge To	R. J. m.	<u></u>	· ·		
Hole Size 12/4						p. se p.c.		***************************************		
Csg. 3 5 7 Size		Depth	50		Street City		State			
Tool	· · · · · · · · · · · · · · · · · · ·	Depth				es done to satisfaction a	nd supervision of owner	agent or contractor.		
Cement Left in Csg.	15	Shoe J	oint			ount Ordered 70	89/20 21/14 2	1.452		
Meas Line		Displac		/						
mode Eme	EQUIP		<u>~ 100</u>		Common	120				
	Cementer delper	2ia				50°				
No. L	Oriver Oriver	<u> </u>			Gel. 3					
No. L	Oriver Oriver	wa			Calcium 7			· .		
JO	B SERVICES	& REMA	RKS		Hulls					
Remarks:	•				Salt					
Rat Hole			·		Flowseal		·			
Mouse Hole					Kol-Seal					
Centralizers			•		Mud CLR 48	3.				
Baskets	·				CFL-117 or CD110 CAF 38					
D/V or Port Collar					Sand					
89/8 on be	ttom B.	81 (Se	enletion-		Handling /	80		•		
Mix ros	K+D;	بمآمد			Mileage					
		<u>'</u>				FLOAT EQUIPM	ENT			
	<u> ۱۲ () +</u>	wlat	10		«Guide Shoe	8785	mge			
			<u> </u>		Centralizer					
		· .		·	Baskets					
					AFU Inserts		<i>11 11</i> 40			
		<u> </u>			Float Shoe					
	*		<u>w</u>		Latch Down					
the state of the s	- ////	.20000000			S. 08.25500.					
					Pumptrk Cha	arge Surface				
·					Mileage 35					
							Tax			
							Discount			
Signature Signature	Jarier)					Total Charge			
α_{o}	•									

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Quality" shall mean Quality Oilwell Cementing, Inc., and "Customer" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

- TERMS: Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "QUALITY" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwith-standing the foregoing in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "QUALITY," refunded directly to "CUSTOMER." For purposes of this paragraph, QUALITY and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.

- ATTORNEY FEES: In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the term of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limit to, a

reasonable sum as and attorney's fees.

- PRICES AND TAXES: All merchandise listed in "QUALITY'S" current price shall schedule are F.O.B. QUALITY'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by QUALITY shall be added to the quoted prices charged to CUSTOMER.

- TOWING CHARGES: QUALITY will make a reasonable attempt to get to and from each job site using its own equipment. Should QUALITY be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by QUALITY, will be charged to and paid by CUSTOMER.

- PREPARATION CHARGES: If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay QUALITY for the expenses incurred by QUALITY as a result of the cancellation.

- DEADHAUL, CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charges as set forth in QUALITY'S

current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.

- SERVICE CONDITIONS AND LIABILITIES: 1. QUALITY carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond QUALITY'S control, QUALITY shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless QUALITY, its officers, agents and employees, from and against any and all claims or suits for:
- (A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:
- (B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with QUALITY'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of QUALITY or its employees.
- 2. With respect to any of QUALITY'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to QUALITY at the landing, CUSTOMER shall either recover the lost item without cost to QUALITY or reimburse QUALITY the current replacement cost of the item unless the loss or damage results from the sole negligence of QUALITY or its employees.
- QUALITY does not assume any-liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

WARRANTIES: 1. QUALITY warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. QUALITY'S obligation under this warranty is expressly limited to repair replacement, or allowance for credit, at its option, for any merchandise which is determined by QUALITY to be defective. THIS IS THE SOLE WARRANTY OF QUALITY AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and QUALITY shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.

2. More specifically:

(A) Nothing in this contract shall be constructed as a warranty by QUALITY of the success or the effectiveness of the result of any

work done or merchandise used, sold, or furnished under this contract.

(B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by QUALITY or any interpretation of test, meter readings, chart information, analysis or research, or recommendations made by QUALITY, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of QUALITY or its employees in the preparation or furnishing of such facts, information or data. (C) Work done by QUALITY shall be under the direct supervision and control of the CUSTOMER or his agent and QUALITY will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

QUALITY OILWELL CEMENTING, INC. Federal Tax I.D.# 20-2886107

Phone 785-483-2025 Cell 785-324-1041 Home Office P.O. Box 32 Russell, KS 67665

_{No.} 260

				
Date 7-13-17 Sec.	Twp. Range RU	County State	On Location	2:30 AW
Decr - Lealeite	Locati	on Hararave W to	C.R. 130	, 12 N, W/S
Lease	Weil No.	Owner		
Contractor Southwind	43	To Quality Oilwell Cementing, Inc. You are hereby requested to rent ce	mentina equipment	and furnish
Type Job Plug		cementer and helper to assist owner	or contractor to do	work as listed.
Hole Size 77/8 "	T.D. 4060	Charge RTM Com	Dany	
Csg.	Depth	Street	' J	<u> </u>
Tbg. Size 41/2"),P,	Depth 1415'	City -	State	<u> </u>
Tool	Depth	The above was done to satisfaction and		agent or contractor.
Cement Left in Csg.	Shoe Joint	Cement Amount Ordered	60/40 4%	6N 14# flose
Meas Line	Displace HZO/Mud			
EQUIPN	MENT	Common /2/		
	ravis	Poz. Mix SO		
Bulktrk 9 No. Driver Driver	4	Gel. 7		
Bulket P. U. No. Driver C. C.	£	Calcium	· ·	· · · · · · · · · · · · · · · · · · ·
JOB SERVICES		Hulls		<u> </u>
Remarks: 1415 - 3	50 5x	Salt		•
	0 520	Flowseal 50#		<u> </u>
Mouse Hole 330' - S	50 5 x	Kol-Seal		
Centralizers 60'- 2	054	Mud CLR 48		
Baskets . Kathole - 30	5x	CFL-117 or CD110 CAF 38	· · · · · · · · · · · · · · · · · · ·	V .
D/V or Port Collar		Sand		· · · · · · · · · · · · · · · · · · ·
Cenent	did Circulate	Handling 90 7		
		Mileage	Secretary Company	••
A Property of the Control of the Con	•	FLOAT EQUIPMEN	T	
	Comp & State	Guide Shoe		
		Centralizer		<u> </u>
2000 A 2000 A		Baskets	<u> </u>	
		AFU Inserts	STANK IN THE	
		Float Shoe	or said in it	
10. 经金融基本公司 10. 10. 10. 10. 10. 10. 10. 10. 10. 10.		Latch Down		
		- 報	· ·	
			24.08	· · · · · · · · · · · · · · · · · · ·
The second secon		Pumptrk Charge		
		Mileage 35 //	(4.8°) 	
			Tax	
- A - 1 - C	<u>, l</u> .		Discount	
Signature Jun Mun			Total Charge	
Q J				

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- ATTORNEY FEES: In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the term of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limit to, a reasonable sum as and attorney's fees.

- PRICES AND TAXES: All merchandise listed in "QUALITY'S" current price shall schedule are F.O.B. QUALITY'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by QUALITY shall be added to the quoted prices charged to CUSTOMER.
- TOWING CHARGES: QUALITY will make a reasonable attempt to get to and from each job site using its own equipment. Should QUALITY be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by QUALITY, will be charged to and paid by CUSTOMER.
- PREPARATION CHARGES: If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay QUALITY for the expenses incurred by QUALITY as a result of the cancellation.
- DEADHAUL, CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charges as set forth in QUALITY'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.
- SERVICE CONDITIONS AND LIABILITIES: 1. QUALITY carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond QUALITY'S control, QUALITY shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify; defend, and hold harmless QUALITY, its officers, agents and employees, from and against any and all claims or suits for:
- (A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:
- (B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with QUALITY'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of QUALITY or its employees.
- 2. With respect to any of QUALITY'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUS-TOMER and before return to QUALITY at the landing, CUSTOMER shall either recover the lost item-without cost to QUALITY or reimburse. QUALITY the current replacement cost of the item unless the loss or damage results from the sole negligence of QUALITY or its employees.
- 3. QUALITY does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

WARRANTIES: 1. QUALITY warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. QUALITY'S obligation under this warranty is expressly limited to repair replacement, or allowance for credit, at its option, for any merchandise which is determined by QUALITY to be defective. THIS IS THE SOLE WARRANTY OF QUALITY AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and QUALITY shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.

- 2. More specifically:
- (A) Nothing in this contract shall be constructed as a warranty by QUALITY of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.
- (B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by QUALITY or any interpretation of test, meter readings, chart information, analysis or research, or recommendations made by QUALITY, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of QUALITY or its employees in the preparation or furnishing of such facts, information or data. (C) Work done by QUALITY shall be under the direct supervision and control of the CUSTOMER or his agent and QUALITY will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.