

GLOBAL OIL FIELD SERVICES, LLC

Invoice

24 S. Lincoln
RUSSELL, KS 67665

Date	Invoice #
9/8/2017	3082

Bill To
DARRAH OIL COMPANY PO BOX 2786 WICHITA, KS 67201

P.O. No.	Terms	Project
GAUNT#32B1	Due on receipt	

Quantity	Description	Rate	Amount
100	COMMON CEMENT	16.00	1,600.00
4	CALCIUM	59.00	236.00
104	HANDLING	1.90	197.60
	BULK MILEAGE	124.80	124.80
1	TRI-PLEX PUMP CHARGE FOR SURFACE	300.00	300.00
	25% DISCOUNT IF PAID WITHIN 15 DAYS OF INVOICE		
	BARTON CO SALES TAX	7.50%	0.00

*82300/800
Cement*

Thank you for your business.	Total	\$2,458.40
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GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "GOS" shall mean Global Oil Field Services, L.L.C. 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 GOS 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. Notwithstanding 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 GOS, refunded directly to CUSTOMER. For purpose of this paragraph, GOS and CUSTOMER agrees 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 any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.

PRICES AND TAXES: All merchandise listed in GOS's current price schedules are F.O.B. GOS's local station is 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 GOS shall be added to the quoted price charged to CUSTOMER.

TOWING CHARGES: GOS will make a reasonable attempt to get to and from each job site using its own equipment. Should GOS 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 GOS, 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 GOS for the expenses incurred by GOS as a result of the cancellation.

DEAD HAUL CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charge as set for in GOS'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. GOS, carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond GOS's control, GOS 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 GOS, 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 spill, 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 GOS'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 GOS or its employees.
2. With respect to any of GOS'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 GOS at the landing, CUSTOMER shall either recover the lost item without cost to GOS or reimburse GOS the current replacement cost of the item unless the loss or damage results from the sole negligence of GOS or its employees.
3. GOS 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. GOS warrants all merchandise manufacture 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. GOS's obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, as its option, for any merchandise which is determined by GOS to be defective. THIS IS THE SOLE WARRANTY OF GOS AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESSED OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANT ABILITY 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 GOS 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 construed as a warranty by GOS 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 GOS or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by GOS, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of GOS or its employees in the preparation or furnishing of such facts, information or data.
 - C. Work done by GOS shall be under the direct supervision and control of the CUSTOMER or his agent and GOS will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.