

## REMIT TO

QES Pressure Pumping LLC Dept:970 P.O.Box 4346 Houston, TX 77210-4346

MAIN OFFICE

P.O.Box884 Chanute, KS 66720 620/431-9210,1-800/467-8676 Fax 620/431-0012

Invoice

Invoice#

812572

Invoice Date: 02/28/18

Terms:

Net 30

Page

Total:

4,880.47

1

PIONEER OIL CO

BOX 142-B RR4

LAWRENCEVILLE IL 62439

**CLARK UNIT 1-5** 

USA					
6189435314					
==========	:=====================================	=======================================		==========	==========
Part No	Description	Quantity	Unit Price Di	scount(%)	Total
CE0471	Cement Pump Charge 301' - 500' (Coalbed/Methane)	1.000	1,150.0000	30.000	805.00
CE0002	Equipment Mileage Charge - Heavy Equipment	30.000	7.1500	30.000	150.15
CE0711	Minimum Cement Delivery Charge	1.000	660.0000	30.000	462.00
CC5871	Surface Blend II, 2% Gel/3% CaCl	165.000	24.0000	30.000	2,772.00
CC5800A	Class A Cement - Sack	30.000	20.0000	30.000	420.00
			S	ubtotal	6,584.50
			Discounted Amount SubTotal After Discount		1,975.35
					4,609.15
:		==========	Amount Due	e 6,972.10 If paid	l after 03/30/18
				Тах:	271.32



TICKET NUMBER\_ LOCATION\_

**FOREMAN** 

<b>FIELD</b>	TICKET	& '	TREATME	NT	REP	ORT
		-	- B # F - B 1 F - C			

	Chanute, KS 6672 0 or 800-467-8676		CEMENT			IN IN	14814712		
DATE	CUSTOMER#	WELL	NAME & NUM		SECTION	TOWNSHIP	RANGE	COUNTY	
	6224	Clark	tinu)	1-5	5	95	280	Sheridan	
CUSTOMER /	ionecr	0: 162	k Popp	Hoxic South	TRUCK#	DRIVER	TRUCK#	DRIVER	
MAILING ADDRE	SS		5514	11/2 6	731 6	Cory D.			
400 Main.	St. BO. Box			<u>ارت</u> اخری	1530 T129	PD W	<i>P</i>	L.	
Vincenr		STATE	ZIP CODE 47501						
	Sar face	HOLE SIZE	2/4	⊣ _HOLE DEPTH	2.35	CASING SIZE & V	VEIGHT_ 8° 5	8234	
CASING DEPTH_	233	DRILL PIPE		_TUBING		ja.	OTHER		
SLURRY WEIGHT 15,2 SLURRY VOL 1,24 WATER gal/sk				k	CEMENT LEFT IN CASING 20				
DISPLACEMENT	13/2	DISPLACEMENT	r PSI	MIX PSI		RATE			
REMARKS:	Safty med	extinsh or r	ion un au	1 Disco	JON/ 1 CI	realiste co	sind m	x 1655k	
com 380	((28030)	/ 1/ /	18 0,50		16 13/2 1	111	- Shatin	" lac	
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(C)						Then	K VOG		
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ACCOUNT CODE	QUANITY	or UNITS	DE	SCRIPTION of	SERVICES or PR	ODUCT	UNIT PRICE	TOTAL	
CE 0471	1		PUMP CHARG	SE.			1150,00	1150000	
CECOO2	30		MILEAGE				7.15	214.50	
CE0111	771	9,17	ton m	lange C	lalivery	(nin)	660,00	100.00	
CC587/	165	sks	Surface	blend	T		2400	3960,00	
AC COM	1000	-4	/	. 1			20 00)	I ma and	

SALES TAX Ravin 3737 **ESTIMATED** TOTAL

AUTHORIZTION\_

TITLE\_

DATE\_

I 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 AND CONDITIONS

ATTENTION: THESE TERMS AND CONDITIONS CONTAIN INDEMNITY PROVISIONS FOR DAMAGE TO PERSONS AND PROPERTY.

All Services or Products provided by QES Pressure Pumping LLC (II/kia Consolidated Oil Well Services LLC) are subject to these Terms and Conditions unless superseded by a Master Service Agreement signed by the parties. In the event Customer does not accept these Terms and Conditions as written, Customer must request a Master Service Agreement from QES' Contracts Administration Department

The operations, services, supplies, materials, personnel or goods to be provided ("Services" or "Products" as applicable) by QES Pressure Pumping LLC ("QES") will be provided to you as customer ("Gustomer") in accordance with the following terms and conditions ("Agreement"). QES and Customer may be referred to as "Party" or "Parties".

- 1. Price and Taxes. Customer will pay QES for the Services or Products in accordance with QES' quoted price which exclude applicable taxes or process license fees. Customer shall pay all applicable taxes and process license fees related to the Services and/or Products. QES' prices are subject to change
- 2. <u>Terms of Payment</u>. Customer will pay QES cash in advance for Services and Products unless QES has approved credit prior to the performance of the Services and/or delivery of the Products. Credit terms for approved accounts require full payment of the involced amount within 30 days from the date of involced. All involces not paid within 30 days will be charged an interest rate of 1½% per month or the maximum rate allowed under applicable state law, whichever is higher. Customer will be responsible for any fees incurred by QES in the collection of any amounts owed to QES including but not limited to attorney's fees and/or reflection fee code.
- 3. <u>Proof of Services or Delivery of Products</u>. QES will furnish verification of proof of Services performed and Product delivered to Customer's representative at the time of performance of the Services or Product delivery. Customer agrees to sign and return such verification indicating Customer's acceptance of the
- 4. <u>Delivery or Completion</u>. All liability and responsibility of QES ceases when (1) Products are delivered to the Customer by QES and no longer in the care, custody and control of QES or (2) when the carrier receives the Products and/or shipment. QES will not be responsible for loss or damage to Products in transit or for delays of carriers in delivering goods. In case of shortage, non-conformance, or apparent damage, it is the Customer's responsibility to secure written acknowledgement from the carrier before Customer accepts delivery. Additionally, QES will not be fiable for any damage for delays in delivery completion due to a Force Majeure (as defined below), acts or omissions of the Customer, third party material or manufacturing delays, impossibility or impracticability of performance or any other cause or causes beyond the control of QES. In the event of a delay caused by the aforesald, the delivery or completion date will be extended for a period equal to any such delay, and the purchase or service will not be void or voldable as a result thereof.
- 5. Well or Sarvice Site Conditions, Customer, having custody and control of the well and/or service site, and having superior knowledge of the same and the conditions surrounding them, warrant that the well and/or service site with be in proper condition to receive and accommodate Services and Products, Upon QES' request, Customer will provide documentation to verify that the well or service site is adequate to support the Services and the delivery of Products, Customer also warrants that QES' personnel and equipment will be able to safety access the well and service site and that any special equipment or road improvements required for such access will be the responsibility of Customer, unless otherwise agreed
- 6. <u>Chemical Handling and Hazardous Materials</u>. Customer agrees that for any waste creeted as part of the Services, Customer will be considered the "generator" for purposes of any applicable laws or regulations perteining to the transportation, storage and handling of chemicals and hazardous materials.
- 7. <u>Data, Data Transmission and Storage.</u> QES does not warrant or guarantee the accuracy of any research analysis, survey, or other data generated for the Services. QES is not responsible for any accidental or intentional interception of such data by third parties end it is the responsibility of the Customer to safeguard such data against loss including any need to secure digital or paper copies for the content of the c

- 8. WARRANTIES LIMITATION OF LIABILITY.

  a) QES warrants that the Services and Products will: (i) be free from defects in materials and workmanship; (ii) be performed in a good and workmanship manner, in accordance with good oilfield servicing practices; and (ii) conform to the plans, specifications and technical information provided to writing by Customer until the Services or Products are accepted by Customer or QES' contractual obligations are met. In the event that Customer discovers a defect in the Services or Products which the warranty period specified above, Customer will notify QES of such defect. In the event that QES confirms that the Services or Products are defective, QES's fability and Customer's exclusive remedy in any cause of action (whether in tort, contract, breach of warranty or otherwise) arising out of the sale or use of any Services or Products upon their return to QES or (ii) a credit to Customer for the full price paid by Customer for the defective segment of the Services or Products upon their return to QES. In the case of product or parts not wholly of QES' manufacture, QES' flability will be limited to the extent of its recovery from the manufacturer of such products or parts under its flability to QES. QES will not be liable for any demages, claims, losses or expenses of Customer resulting from such defects or for damages resulting from detays, loss of use, or other direct, indirect, indirect, indirect, puritive or consequential damages of any kind. QES will not be responsible for: (i) failures of Services that have been in any way tampered with or called the products or parts of QES; (ii) failures due to lack of compliance with recommended maintenance procedures; and (iii) products requiring replacement due to normal wear and tear.
- EXCEPT FOR THE WARRANTIES EXPRESSLY STATED ABOVE, THERE ARE NO OTHER WARRANTIES. THE PARTIES EXPRESSLY EXCLUDE AND CUSTOMER WAIVES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,
- o) IN NO EVENT WILL GES' ENTIRE LIABILITY (IN TORT, CONTRACT, WARRANTY, INFRINGEMENT OR OTHERWISE) TO CUSTOMER EXCEED THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER FOR THE SERVICES OR PRODUCTS THAT GIVE RISE TO A DISPUTE. THIS PROVISION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

- 9. INDEMNIFICATION AND WAIVER OF CONSEQUENTIAL DAMAGES.
  9.1 For purpose of this Section 9, the following definitions will apply: "QES Group" means QES Pressure
  Pumping LLC, its parent company, and affiliated companies, and its and their officers, directors,
  employees, contractors, subcontractors and Invitees. "Customer Group" means Customer, its parent (if
  any), subsidiary and affiliated companies, co-owners, co-vonturers, partners and any entity with whom
  Customer has an economic interest with respect to the Services, including Customer's joint interest
  owners and partners and its and their officers, directors, employees, contractors (not including QES),
  subcontractors and twices. subcontractors and invitees
- 9.2 QES INDEMNITY. QES AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, ARISING IN CONNECTION WITH THE SERVICES, ON ACCOUNT OF BODILY INJURY, ILLNESS, OR DEATH OF ANY MEMBER OF QES GROUP OR, DAMAGE TO OR LOSS OF PROPERTY OF ANY MEMBER OF QES GROUP.
- 9.3 CUSTOMER INDEMNITY. CUSTOMER AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS QES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, ARISING IN CONNECTION WITH THE SERVICES, ON ACCOUNT OF BODILY, INJURY ILLNESS, OR DEATH OF ANY MEMBER OF CUSTOMER GROUP OR DAMAGE TO OR LOSS OF PROPERTY OF ANY MEMBER OF CUSTOMER GROUP.
- 9.4 WELL, CUSTOMER WILL RELEASE, PROTECT, DEFEND, AND INDEMNIFY QES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER IN THE EVENTS OF: (I) LOSS OR DAMAGE TO ANY GEOLOGICAL FORMATION, STRATA OR OIL OR GAS RESERVOIR OR MINERAL OR WATER RESOURCE BENEATH THE SURFACE OF THE LAND OR WATER, (II) LOSS OR DAMAGE TO THE HOLE OR WELL, (III)

IMPAIRMENT OF PROPERTY RIGHTS OR OTHER INTERESTS IN OR TO OIL, GAS, MINERAL OR IMPAIRMENT OF PROPERTY RIGHTS ON OTHER INTERESTS IN OR TO CIT. SAS, MINERAL WATER RESOURCES, AND (IV) REGAINING CONTROL OF ANY WILD WELL, OR OUT OF CONTROL WELL, UNDERGROUND OR ABOVE THE SURFACE, INCLUDING REMOVAL OF WRECK, DEBRIS, EQUIPMENT, AND HAZARDOUS MATERIALS AND REMEDIATING ENVIRONMENTAL DAMAGE.

- 9.5 POLLUTION RESPONSIBILITY. Subject to paragraphs 9.2 and 9.3, it is understood and agreed between Customer and QES that the responsibility for pollution shall be as follows:

  (a) QES WILL ASSUME RESPONSIBILITY FOR CONTROL, AND REMOVAL OF AND WILL PROTECT, DEFEND AND INDEMNIFY CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND OF CHARACTER ARISING FROM POLLUTION OR CONTAMINATION WHICH ORIGINATES ABOVE THE SURFACE OF THE LAND OR WATER FROM THE EQUIPMENT OF ANY MEMBER OF QES GROUP MAINTAINED IN QES GROUPS' CARE, CUSTODY AND CONTROL, AND ARISING FROM THE PERFORMANCE OF THE SERVICES SERVICES.
  - SERVICES.
    (b) CUSTOMER WILL ASSUME RESPONSIBILITY FOR CONTROL AND REMOVAL OF AND WILL PROTECT, DEFEND AND INDEMNIFY QES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ARISING FROM POLLUTION OTHER THAN THAT DESCRIBED IN SECTION 9.5(4) ABOVE, WHICH MAY OCCUR DURING THE CONDUCT OF OPERATIONS HEREUNDER, INCLUDING, BUT NOT LIMITED TO, POLLUTION RESULTING FROM FIRE, BLOWOUT, CRATERING, SEEPAGE OR OTHER UNCONTROLLED FLOW OF OIL, GAS OR OTHER SUBSTANCE.
- 9.5 WAIVER OF CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CUSTOMER AND QES FURTHER AGREE THAT NEITHER PARTY WILL BE LIABLE TO THE OTHER OR EACH OTHER'S RESPECTIVE GROUP FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLIDING BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF PRODUCTION, REVENUE, OR ANTICIPATED BUSINESS ("LOSSES"). CUSTOMER AGREES TO INDEMNIFY AND HOLD QES GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR SUCH LOSSES ASSERTED BY MEMBERS OF CUSTOMER GROUP, GES AGREES TO INDEMNIFY AND HOLD CUSTOMER GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR SUCH LOSSES ASSERTED BY MEMBERS OF QES GROUP
- 9.7 EXCEPT AS OTHERWISE EXPRESSLY LIMITED BY THIS AGREEMENT OR BY LAW, ALL RELEASES, INDEMNITY OBLIGATIONS AND OTHER LIABILITIES ASSUMED UNDER THIS AGREEMENT WILL BE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES, INCLUDING, WITHOUT LIMITATION, PREEXISTING CONDITIONS, UNSEAWORTHINESS, STRICT LIABILITY, WILLFUL MISCONDUCT, AND THE SOLE, JOINT, GROSS, OR CONCURRENT NEGLIGENCE OF ANY PARTY.
- 9.8. Each Party hereunder agrees to support its indemnity obligations with liability insurance coverage with limits of liability not less than ten million dollars (\$10,000,000), it is the express intention of the Parties that the Indemnities contained herein apply to the fullest extent permitted by applicable law, and in no event will a Party's indemnity obligation be limited to the amount of insurance carried by each Party.

THIS SECTION 9 WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

- 10. <u>Insurence.</u> All insurence policies of either Party, in any way related to the Services, whether or not required by this Agreement, shall to the extent of the risks and liabilities assumed by such party; (i) name the other party group as additional insured (except for worker's compensation, OEE/COW, or professional liability policies), (ii) waive subrogation as to the other party group; and (ii) be primary and non-contributory to any insurance of the other party group.
- 11. Force Majeure. Except the obligation to make payments when due, neither QES nor Customer will be liable nor deemed to be in breach of this Agreement for any delay or failure in performance resulting from the acts of God, civil or military authority, material change of law, any governmental action, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, national strikes, acute or unusual labor, material or equipment shortages, or any similar or dissimilar cause beyond the reasonable control of either Party. The Party so affected will as soon as such a cause or event occurs promptly notify the other Party in writing concerning the cause and the estimated effect and take reasonable measures with proper dispatch to remedy the condition. In the event Customer declares a force majeure occurrence, QES will be compensated at the standard daily rate for the materials and personnel that are standing tide as a consequence of the force majeure occurrence until Customer terminates the work order or work resumes.
- 12. <u>Governing Law.</u> This Agreement will be governed by the laws of the State of Texas, without regard to its conflicts of law provisions. The Parties agree to submit to the exclusive jurisdiction of the federal or state courts located in Houston, Harris County, Texas with respect to any and all disputes that arise out of or are related in any way to the subject matter of this Agreement. This Section 12 will survive the termination or expiration of this Agreement.
- 13. <u>Independent Contractor.</u> QES will be an Independent contractor with respect to the Services performed, and neither QES nor anyone employed by QES will be deemed for any purpose to be the employee, agent, servant, borrowed servant or representative of Customer.
- 14. <u>Severability</u>. In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule or regulation, the provision will be deemed modified to the extent required to comply, and the remaining terms, as modified, will remain in full force and effect.
- 15. <u>Waiver.</u> A waiver on the part of either Party of any breach of any term, provision or condition of this Agreement will not constitute a precedent and not bind either Party hereto to a waiver of any succeeding or other breach of the same or any other term, provision or condition of this Agreement.
- 16. <u>Entire Agreement.</u> This Agreement contains the entire agreement of the Perties with regard to the subject matter hereof and supersedes any prior oral and written agreements, contracts, representations or warranty between the Parties relating to the subject matter hereof. No amendment or modification of this Agreement will be effective unless it is in writing and signed by an authorized representative of each Party. If the Parties enter into a Master Service Agreement, then any term or condition herein which conflicts with the provisions of such Master Service Agreement will be deemed invalid.