

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 # _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

Phone: (_____) _____

CONTRACTOR: License # _____

Name: _____

Wellsite Geologist: _____

Purchaser: _____

Designate Type of Completion:

New Well Re-Entry Workover

Oil WSW SWD

Gas DH EOR

OG GSW

CM (Coal Bed Methane)

Cathodic Other (Core, Expl., etc.): _____

If Workover/Re-entry: Old Well Info as follows:

Operator: _____

Well Name: _____

Original Comp. Date: _____ Original Total Depth: _____

Deepening Re-perf. Conv. to EOR Conv. to SWD
 Plug Back Liner Conv. to GSW Conv. to Producer

Commingled Permit #: _____

Dual Completion Permit #: _____

SWD Permit #: _____

EOR Permit #: _____

GSW Permit #: _____

Spud Date or Date Reached TD Completion Date or
Recompletion Date Recompletion Date

API No.: _____

Spot Description: _____

_____ - _____ - _____ Sec. _____ Twp. _____ S. R. _____ East West

_____ Feet from North / South Line of Section

_____ Feet from East / West Line of Section

Footages Calculated from Nearest Outside Section Corner:

NE NW SE SW

GPS Location: Lat: _____, Long: _____
(e.g. xx.xxxxx) (e.g. -xxx.xxxxx)

Datum: NAD27 NAD83 WGS84

County: _____

Lease Name: _____ Well #: _____

Field Name: _____

Producing Formation: _____

Elevation: Ground: _____ Kelly Bushing: _____

Total Vertical Depth: _____ Plug Back Total Depth: _____

Amount of Surface Pipe Set and Cemented at: _____ Feet

Multiple Stage Cementing Collar Used? Yes No

If yes, show depth set: _____ Feet

If Alternate II completion, cement circulated from: _____

feet depth to: _____ w/ _____ sx cmt.

Drilling Fluid Management Plan

(Data must be collected from the Reserve Pit)

Chloride content: _____ ppm Fluid volume: _____ bbls

Dewatering method used: _____

Location of fluid disposal if hauled offsite:

Operator Name: _____

Lease Name: _____ License #: _____

Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West

County: _____ 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 III Approved by: _____ Date: _____

Operator Name: _____ Lease Name: _____ Well #: _____

Sec. _____ Twp. _____ S. R. _____ East West County: _____

INSTRUCTIONS: Show important tops of formations penetrated. Detail all cores. Report all final copies of drill stems tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface test, along with final chart(s). Attach extra sheet if more space is needed.

Final Radioactivity Log, Final Logs run to obtain Geophysical Data and Final Electric Logs must be emailed to kcc-well-logs@kcc.ks.gov. Digital electronic log files must be submitted in LAS version 2.0 or newer AND an image file (TIFF or PDF).

Drill Stem Tests Taken <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Attach Additional Sheets)</i> Samples Sent to Geological Survey <input type="checkbox"/> Yes <input type="checkbox"/> No Cores Taken <input type="checkbox"/> Yes <input type="checkbox"/> No Electric Log Run <input type="checkbox"/> Yes <input type="checkbox"/> No Geologist Report / Mud Logs <input type="checkbox"/> Yes <input type="checkbox"/> No List All E. Logs Run:	<input type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample Name Top Datum
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CASING RECORD <input type="checkbox"/> New <input type="checkbox"/> Used							
Report all strings set-conductor, surface, intermediate, production, etc.							
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	# Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate <input type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone				

1. Did you perform a hydraulic fracturing treatment on this well? Yes No *(If No, skip questions 2 and 3)*
2. Does the volume of the total base fluid of the hydraulic fracturing treatment exceed 350,000 gallons? Yes No *(If No, skip question 3)*
3. Was the hydraulic fracturing treatment information submitted to the chemical disclosure registry? Yes No *(If No, fill out Page Three of the ACO-1)*

Date of first Production/Injection or Resumed Production/Injection:	Producing Method: <input type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other <i>(Explain)</i> _____			
Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio Gravity

DISPOSITION OF GAS: <input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease <i>(If vented, Submit ACO-18.)</i>	METHOD OF COMPLETION: <input type="checkbox"/> Open Hole <input type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <i>(Submit ACO-5) (Submit ACO-4)</i>	PRODUCTION INTERVAL: Top Bottom
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Shots Per Foot	Perforation Top	Perforation Bottom	Bridge Plug Type	Bridge Plug Set At	Acid, Fracture, Shot, Cementing Squeeze Record <i>(Amount and Kind of Material Used)</i>

TUBING RECORD:	Size:	Set At:	Packer At:	
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OPERATOR

Company: RJM Company
 Address: PO Box 256
 Claflin, KS 67525

Contact Geologist: Chris Hoffman
 Contact Phone Nbr: 620-588-3910
 Well Name: Morgenstern #5 OWWO
 Location: 26-17s-13w SW-SE-NW-NW
 API: 15-009-204788-00-01
 Pool:
 State: Kansas

Field: Boger
 Country: USA



Scale 1:240 Imperial

Well Name: Morgenstern #5 OWWO
 Surface Location: 26-17s-13w SW-SE-NW-NW
 Bottom Location:
 API: 15-009-204788-00-01
 License Number: 30458
 Spud Date: 8/10/2022 Time: 12:00 AM
 Region: Barton
 Drilling Completed: 8/12/2022 Time: 12:00 AM
 Surface Coordinates: 1066' FNL & 804' FWL
 Bottom Hole Coordinates:
 Ground Elevation: 1897.00ft
 K.B. Elevation: 1907.00ft
 Logged Interval: 3386.00ft To: 3720.00ft
 Total Depth: 3720.00ft
 Formation: Arbuckle
 Drilling Fluid Type: Chemical/Fresh Water Gel

CASING SUMMARY

	Surface	Intermediate	Main		
Bit Size					
Hole Size					
	Size	Set At	Type	# of Joints	Drilled Out At
Surf Casing	8 5/8" in	248 ft			
Int Casing					
Prod Casing	5 1/2" in	3435 ft			

CASING SEQUENCE

Type	Hole Size	Casing Size	At
	0.00 in	0.00	0.00 ft

SURFACE CO-ORDINATES

Well Type: Vertical
 Longitude:
 Latitude:
 N/S Co-ord: 1066' FNL
 E/W Co-ord: 804' FWL

LOGGED BY



Company: James C Musgrove Petroleum LLC
 Address: 212 Main Street/PO Box 215
 Claflin, KS 67525

Phone Nbr: 620-588-4250 620-786-0839
 Logged By: KLG #307

Name: Steven Murphy

CONTRACTOR

Contractor: Fossil Drilling
 Rig #:
 Rig Type: mud rotary
 Spud Date: 8/10/2022 Time: 12:00 AM
 TD Date: 8/12/2022 Time: 12:00 AM
 Rig Release: Time:

ELEVATIONS

K.B. Elevation: 1907.00ft Ground Elevation: 1897.00ft
 K.B. to Ground: 10.00ft

NOTES

REMARKS:

5 1/2" Disposal casing was set and cemented at 3435'.

Respectfully yours

Steven Murphy
 Petroleum Geologist

well comparison sheet

MORGENSTERN #5 OWWO														
RJM OIL COMPANY														
SW-SE-NW-NW														
26-17s-13w														
Formation	1907 KB				KB				Relationship		KB		Structural Relationship	
	Sample	Sub-Sea	Log	Sub-Sea	Log	Sub-Sea	Sample	Log	Log	Sub-Sea	Sample	Log		
Anhydrite			769	1138										
Base Anhydrite			793	1114										
Heebner			3025	-1118										
Toronto			3044	-1137										
Douglas			3052	-1145										
Lansing			3124	-1217										
Base Kansas City			3315	-1408										
REW Arbuckle			3366	-1459										
SOL Arbuckle			3377	-1470										
Rotary Total Depth			3386	-1479										

OTHER SYMBOLS

- Oil Show**
- Good Show
- Fair Show
- Poor Show
- Spotted or Trace
- Questionable Stn
- D Dead Oil Stn
- DST**
- DST Int
- DST alt
- Core
- || tail pipe

Dolomite,white,tan, fine and medium crystalline,poor to fair porosity,cherty in part

Dolomite,white,tan,medium crystalline,fair to good intercrystalline and vuggy type porosity,with white chert

Dolomite,as above

Dolomite,white,tan,medium crystalline,fair to good intercrystalline porosity,cherty in part..

Dolomite as above

as above

Dolomite,white ,medium and coarse crystalline,good intercrystalline and vuggy porosity

as above

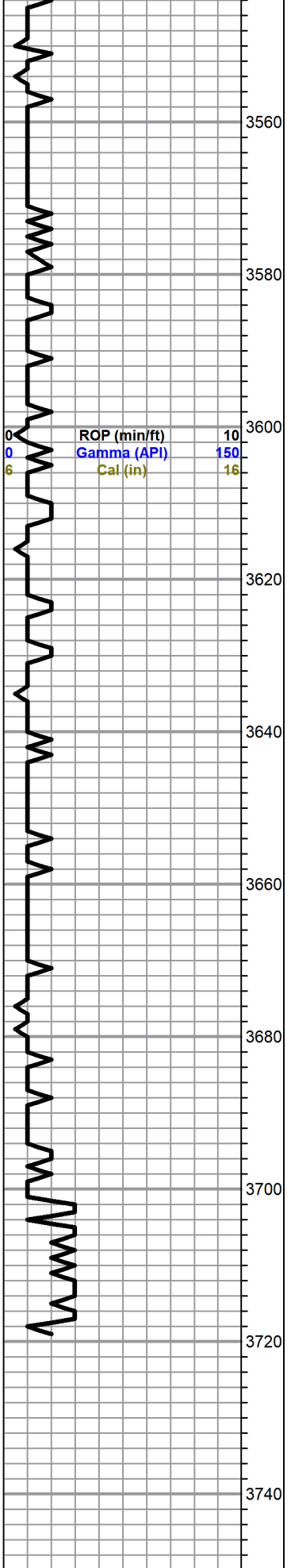
ditto

QUARTZITE 3702(-1836)

qtz,clear,angular,with varied colored micas and with chert

as above

ROTARY TOTAL DEPTH 3720(-1854)



0	Total Gas (units)	100
0	C1 (units)	100
0	C2 (units)	100
0	C3 (units)	100
0	C4 (units)	100
0	C5 (units)	100

QUALITY OILWELL CEMENTING, INC.

Federal Tax I.D.# 20-2886107

Phone 785-483-1071
Cell 785-324-1041

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

No. **2938**

Date **8-12-22** Sec. **26** Twp. **17** Range **13** County **Barton** State **Ks** On Location **Hoisington - 2E, 2N, E/INTO** Finish **1:30 AM**

Lease **Morgenstern** Well No. **#5 0000** Owner **Hoisington - 2E, 2N, E/INTO**

Contractor **Fossil #5** 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 **Longstring** Charge To **RJM Company**

Hole Size **7 7/8"** T.D. **3720'** Depth **3435.24'** Street _____ City _____ State _____

Csg. **5 1/2" 15.50** Depth **3435.24'** Tool **Port Collar** Depth **767.87'** The above was done to satisfaction and supervision of owner agent or contractor.

Cement Left in Csg. **42.41'** Shoe Joint **42.41'** Cement Amount Ordered **180 Com 10% Salt 5%**

Meas Line _____ Displace **80 3/4 BLS** **Gilsonite - 500 gal mud Clear**
Common **180**

EQUIPMENT
Pumptrk **16** No. _____ Cementer **David** Helper _____ Poz. Mix _____

Bulktrk **14** No. _____ Driver **Ross** Driver _____ Gel. _____

Bulktrk **p.u.** No. _____ Driver **Rick** Driver _____ Calcium _____

JOB SERVICES & REMARKS
Remarks: _____ Hulls _____

Rat Hole **305X** Flowseal **750 #**
Mouse Hole **155X** Kol-Seal **750 #**

Centralizers **1-9, 64** Mud CLR 48 **500 gal**

Baskets **3-5-63** CFL-117 or CD110 CAF 38

D/V of **Port Collar #63** **767.87'** Sand _____

pipe on bottom break Circulation Handling **201**
Pump 500 gal mud Clear, plug Mileage _____
Rat hole + Mouse hole, Cement 5 1/2"

Casing w/ 135 sr. Shut down **Float EQUIPMENT**
wash pump + lines. Displaced Guide Shoe **Triplex shoe**
plug w/ 80 3/4 BLS H2O. Centralizer **10**

Released + held. Baskets **3**
Set triplex @ 800 # AFU Inserts _____
Lift pressure 700 #. Float Shoe **1**

Land plug to 1500 # Latch Down **1**
Port Collar
Pumptrk Charge **prol string**
Mileage **15**
Thanks
Tax _____
Discount _____
Total Charge _____

X Signature _____

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. 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 "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.

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.

QUALITY OILWELL CEMENTING, INC.

Federal Tax I.D.# 20-2886107

Phone 785-483-1071
Cell 785-324-1041

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

No. 3154

Date	9-12-22	Sec.	Twp.	Range	County	State	On Location	Finish
					Barton	Ks		11:30 AM

Location Harrison - 2E, 2N, E/Tato

Lease	Morganstern	Well No.	SWD	Owner	To Quality Oilwell Cementing, Inc.
Contractor	Pfinghoff Well Service	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	Port Collar	768'	Charge To <u>RSM Company</u>		
Hole Size		T.D.			
Csg.	5 1/2"	Depth	Street		
Tbg. Size	2 3/8"	Depth	City State		
Tool	PC	Depth	768'		
Cement Left in Csg.		Shoe Joint	The above was done to satisfaction and supervision of owner agent or contractor.		
Meas Line		Displace	H2O		
	EQUIPMENT		Common		

Pumptrk	#5	No.	Cementer	Nick	
			Helper		
Bulktrk	#01	No.	Driver	Pass	
			Driver		
Bulktrk	PU	No.	Driver	Rock	
			Driver		

JOB SERVICES & REMARKS		Hulls
Remarks:		Salt
Rat Hole		Flowseal
Mouse Hole	test tool 700#. Held	Kol-Seal
Centralizers	mounted + establish a bit	Mud CLR 48
Baskets	mix 175sx Cement +	CFL-117 or CD110 CAF 38
D/V or Port Collar	Displaced w/ 2 Bcs	Sand
	H2O Closed tool + test tool	Handling
	700# Held Pass Run SJTs	Mileage
	tubing + wash clean	

FLOAT EQUIPMENT		
	Guide Shoe	
	Centralizer	
	Baskets	
	AFU Inserts	
	Float Shoe	
	Latch Down	
	Pumptrk Charge	
	Mileage	
		Tax
		Discount
X Signature		Total Charge

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- 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. 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 "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 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.

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- 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.

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 construed 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.