

Form	ACO1 - Well Completion
Operator	RJM Company
Well Name	BERAN 4
Doc ID	1739775

Casing

Purpose Of String	Size Hole Drilled	Size Casing Set	Weight	Setting Depth	Type Of Cement	Number of Sacks Used	Type and Percent Additives
Surface	12.25	8.625	20	351	Common	180	60/40 4% cc 2 gel



Company: RJM Oil Company, Inc

Lease: Beran #4

Operation:

Test Complete

SEC: 24 TWN: 17S RNG: 12W
County: BARTON
State: Kansas
Drilling Contractor: Southwind Drilling,
Inc - Rig 2
Elevation: 1844 GL
Field Name: Beran
Pool: Infield
Job Number: 707
API #: 15-009-26410

DATE

November

18

2023

DST #1

Formation: Lansing
"A - F"

Test Interval: 3050 -
3142'

Total Depth: 3142'

Time On: 00:28 11/18

Time Off: 06:44 11/18

Time On Bottom: 02:20 11/18

Time Off Bottom: 05:20 11/18

Electronic Volume
Estimate:
76'

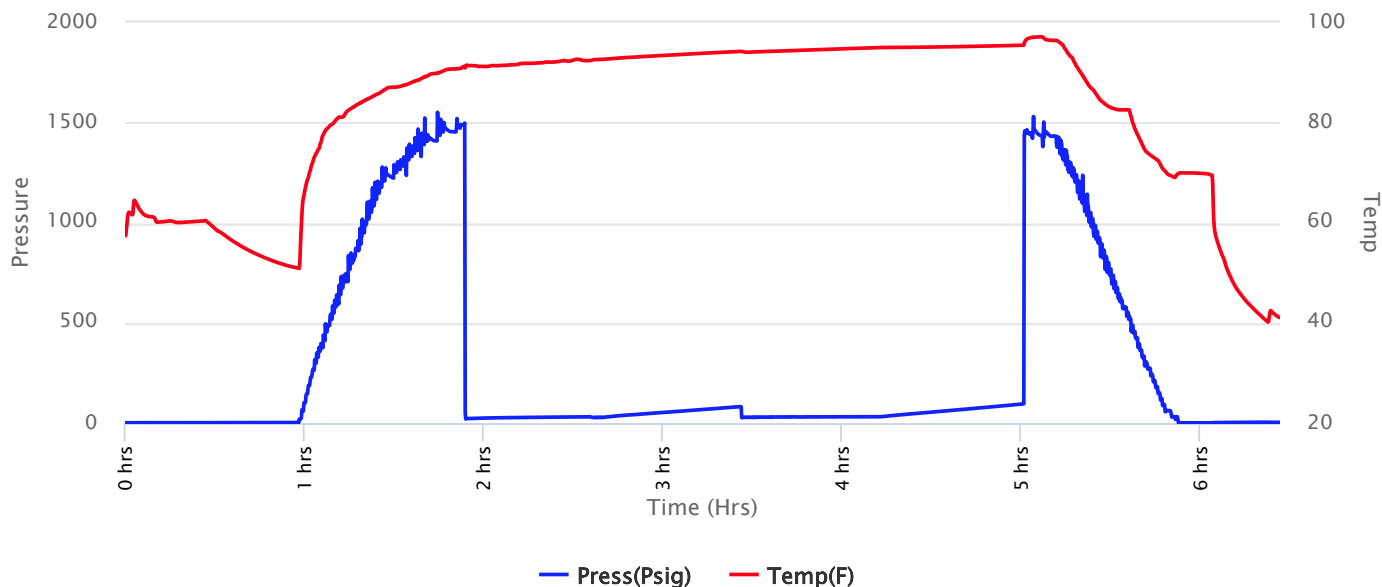
1st Open
Minutes: 45
Current Reading:
5.8" at 45 min
Max Reading: 5.8"

1st Close
Minutes: 45
Current Reading:
0" at 45 min
Max Reading: 0"

2nd Open
Minutes: 45
Current Reading:
3.8" at 45 min
Max Reading: 3.8"

2nd Close
Minutes: 45
Current Reading:
0" at 45 min
Max Reading: 0"

Inside Recorder





Company: RJM Oil Company, Inc Lease: Beran #4

SEC: 24 TWN: 17S RNG: 12W
County: BARTON
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Recovered

Foot	BBLs	Description of Fluid	Gas %	Oil %	Water %	Mud %
73	1.03879	G	100	0	0	0
48	0.68304	M	0	0	0	100

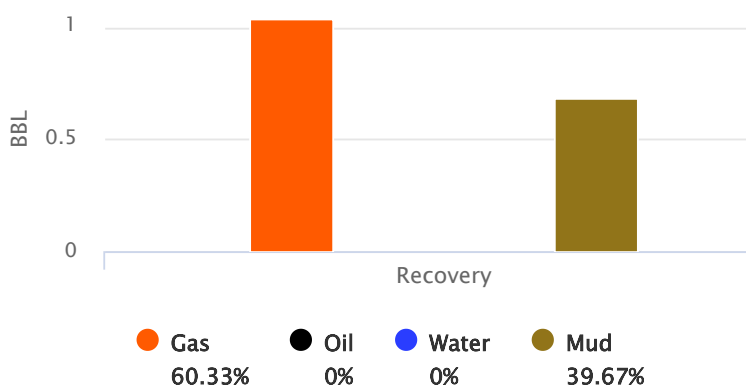
Total Recovered: 121 ft

Total Barrels Recovered: 1.72183

Reversed Out
NO

Initial Hydrostatic Pressure	1498	PSI
Initial Flow	23 to 32	PSI
Initial Closed in Pressure	82	PSI
Final Flow Pressure	29 to 32	PSI
Final Closed in Pressure	97	PSI
Final Hydrostatic Pressure	1459	PSI
Temperature	96	°F
Pressure Change Initial Close / Final Close	0.0	%

Recovery at a glance



GIP cubic foot volume: 5.83229



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Time Off Bottom: 05:20 11/18

BUCKET MEASUREMENT:

1st Open: Slid 10 feet. Built to 5.8in in 45min

1st Close: No Blowback

2nd Open: Built to 3.8in in 45min

2nd Close: No Blowback

REMARKS:

Slid 10 feet to bottom and picked up 4.0 inches of drill mud before packers seated.

Tool Sample: 0% Gas 2% Oil 0% Water 98% Mud



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API #: 15-009-26410

November

2023

DST #1 Formation: Lansing Test Interval: 3050 - Total Depth: 3142'
"A - F" 3142'

Time On: 00:28 11/18 Time Off: 06:44 11/18
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Down Hole Makeup

Packer 1: 3045 FT

Packer 2: 3050 FT

ID-3 1/2

Top Recorder: 3037 FT

Bottom Recorder: 3150 FT

ID-2 7/8

Well Bore Size: 7 7/8

ID-2 1/4

Surface Choke: 1"

Bottom Choke: 5/8"

ID-3 1/2-FH

Total Anchor: 92

Anchor Makeup

Packer Sub: 1 FT

4 1/2-FH

Change Over: .5 FT

ID-3 1/2

Change Over: .5 FT

4 1/2-FH



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Inc**

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Time On Bottom: 02:20 11/18

Time Off Bottom: 05:20 11/18

Mud Properties

Mud Type: Chem

Weight: 8.8

Viscosity: 46

Filtrate: 7.2

Chlorides: 3000 ppm



Operation:

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Gas Volume Report

1st Open

2nd Open

Time	Orifice	PSI	MCF/D
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Time	Orifice	PSI	MCF/D
------	---------	-----	-------



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18

2023

DST #2

Formation: Lansing
"H - K"

Test Interval: 3186 -
3286'

Total Depth: 3286'

Time On: 19:08 11/18

Time Off: 01:46 11/19

Time On Bottom: 20:35 11/18

Time Off Bottom: 00:05 11/19

Electronic Volume
Estimate:
182'

1st Open
Minutes: 45

Current Reading:

11.6" at 45 min

Max Reading: 11.6"

1st Close
Minutes: 45

Current Reading:

0" at 45 min

Max Reading: 0"

2nd Open
Minutes: 60

Current Reading:

10.6" at 60 min

Max Reading: 10.6"

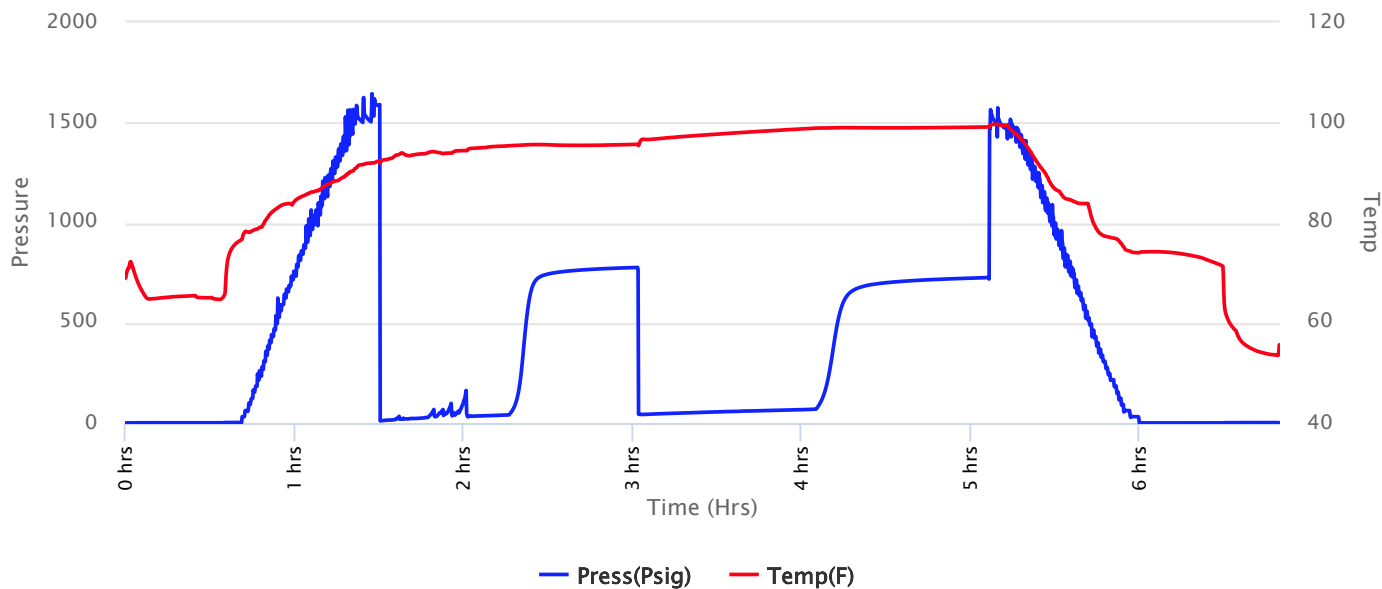
2nd Close
Minutes: 60

Current Reading:

0" at 60 min

Max Reading: 0"

Inside Recorder





**Company: RJM Oil Company,
Inc**
Lease: Beran #4

SEC: 24 TWN: 17S RNG: 12W
County: BARTON
State: Kansas
Drilling Contractor: Southwind Drilling,
Inc - Rig 2
Elevation: 1844 GL
Field Name: Beran
Pool: Infield
Job Number: 707
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Operation:

Test Complete

DATE

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Time On: 19:08 11/18

Time Off: 01:46 11/19

Time On Bottom: 20:35 11/18

Time Off Bottom: 00:05 11/19

Recovered

<u>Foot</u>	<u>BBLs</u>	<u>Description of Fluid</u>	<u>Gas %</u>	<u>Oil %</u>	<u>Water %</u>	<u>Mud %</u>
30	0.4269	SLOCM	0	12	0	88
96	1.36608	HMCW	0	0	50	50

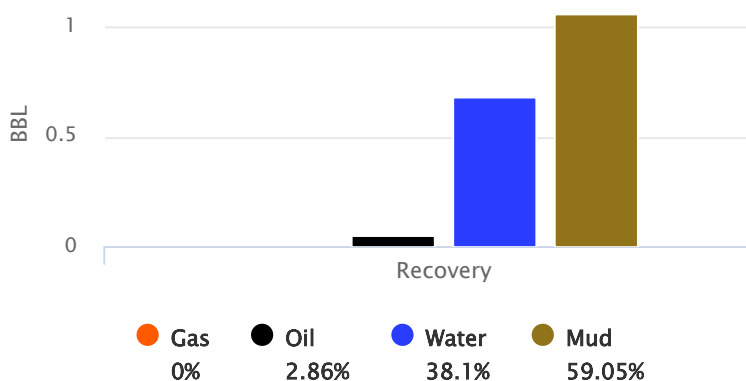
Total Recovered: 126 ft

Total Barrels Recovered: 1.79298

Reversed Out
NO

Initial Hydrostatic Pressure	1590	PSI
Initial Flow	11 to 41	PSI
Initial Closed in Pressure	777	PSI
Final Flow Pressure	45 to 71	PSI
Final Closed in Pressure	727	PSI
Final Hydrostatic Pressure	1477	PSI
Temperature	100	°F
Pressure Change Initial Close / Final Close	6.4	%

Recovery at a glance



GIP cubic foot volume: 0



Operation:

Test Complete

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County: BARTON
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Time On Bottom: 20:35 11/18

Time Off Bottom: 00:05 11/19

BUCKET MEASUREMENT:

1st Open: BoB on 43min and 30sec

1st Close: No Blowback

2nd Open: Built to 10.6in in 60min

2nd Close: No Blowback

REMARKS:

Tool Sample: 0% Gas 0% Oil 95% Water 5% Mud

Chlorides: 16100 ppm



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Time Off Bottom: 00:05 11/19

Down Hole Makeup

Heads Up: 7.48 FT

Packer 1: 3181 FT

Drill Pipe: 3168.32 FT

Packer 2: 3186 FT

ID-3 1/2

Top Recorder: 3173 FT

Weight Pipe: FT

Bottom Recorder: 3266 FT

ID-2 7/8

Collars: FT

Well Bore Size: 7 7/8

ID-2 1/4

Surface Choke: 1"

Test Tool: 26.16 FT

Bottom Choke: 5/8"

ID-3 1/2-FH

Total Anchor: 100

Anchor Makeup

Packer Sub: 1 FT

Perforations: (top): 32 FT

4 1/2-FH

Change Over: .5 FT

Drill Pipe: (in anchor): 63 FT

ID-3 1/2

Change Over: .5 FT

Perforations: (below): 3 FT

4 1/2-FH



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Test Complete

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DATE
November
18
2023

DST #2	Formation: Lansing "H - K"	Test Interval: 3186 - 3286'	Total Depth: 3286'
	Time On: 19:08 11/18	Time Off: 01:46 11/19	
	Time On Bottom: 20:35 11/18	Time Off Bottom: 00:05 11/19	

Mud Properties

Mud Type: Chem	Weight: 8.8	Viscosity: 47	Filtrate: 8.8	Chlorides: 6500 ppm
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Operation:

Test Complete

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Gas Volume Report

1st Open

2nd Open

Time	Orifice	PSI	MCF/D
------	---------	-----	-------

Time	Orifice	PSI	MCF/D
------	---------	-----	-------

OPERATOR

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

Contact Geologist: Jim Musgrove
 Contact Phone Nbr: 620-786-0839
 Well Name: Beran #4
 Location: 24-17s-12w S2-SE-NE
 API: 15-009-26410-00-00
 Pool:
 State: Kansas

Field: Beran
 Country: USA



Scale 1:240 Imperial

Well Name: Beran #4
 Surface Location: 24-17s-12w S2-SE-NE
 Bottom Location:
 API: 15-009-26410-00-00
 License Number: 30458
 Spud Date: 11/14/2023 Time: 12:00 AM
 Region: Barton
 Drilling Completed: 11/20/2023 Time: 12:00 AM
 Surface Coordinates: 2310' FNL & 660' FEL
 Bottom Hole Coordinates:
 Ground Elevation: 1844.00ft
 K.B. Elevation: 1854.00ft
 Logged Interval: 0.00ft To: 0.00ft
 Total Depth: 3348.00ft
 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	340' ft			
Int Casing					
Prod Casing	None in	None ft			

CASING SEQUENCE

Type	Hole Size	Casing Size	At
	0.00 in	0.00	0.00 ft

OPEN HOLE LOGS

Logging Company:
 Logging Engineer:
 Truck #:
 Logging Date:
 # Logs Run: 0

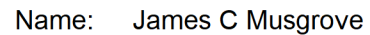
Time Spent:
 # Logs Run Successful: 0

LOGS RUN

LOGGING OPERATION SUMMARY

SURFACE CO-ORDINATES

LOGGED BY

**CONTRACTOR**

ELEVATIONS

NOTES

REMARKS:

Respectfully Submitted,

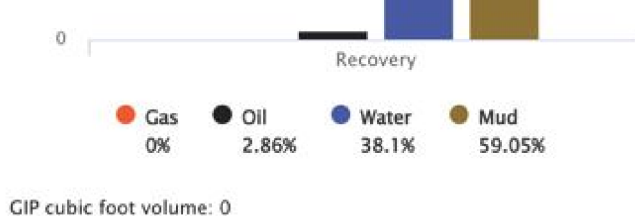
James C Musgrove
Petroleum Geologist

well comparison sheet

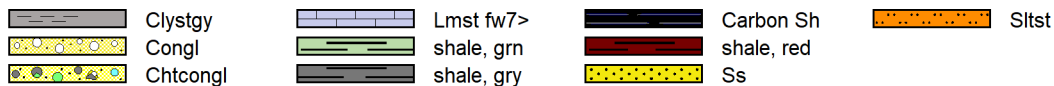
[illegible]

5

Final Flow Pressure 45 to 71 PSI
Final Closed in Pressure 727 PSI
Final Hydrostatic Pressure 1477 PSI
Temperature 100 °F
Pressure Change Initial 6.4 %
Close / Final Close



ROCK TYPES



OTHER SYMBOLS

INTERVALS

■ Core
· DST

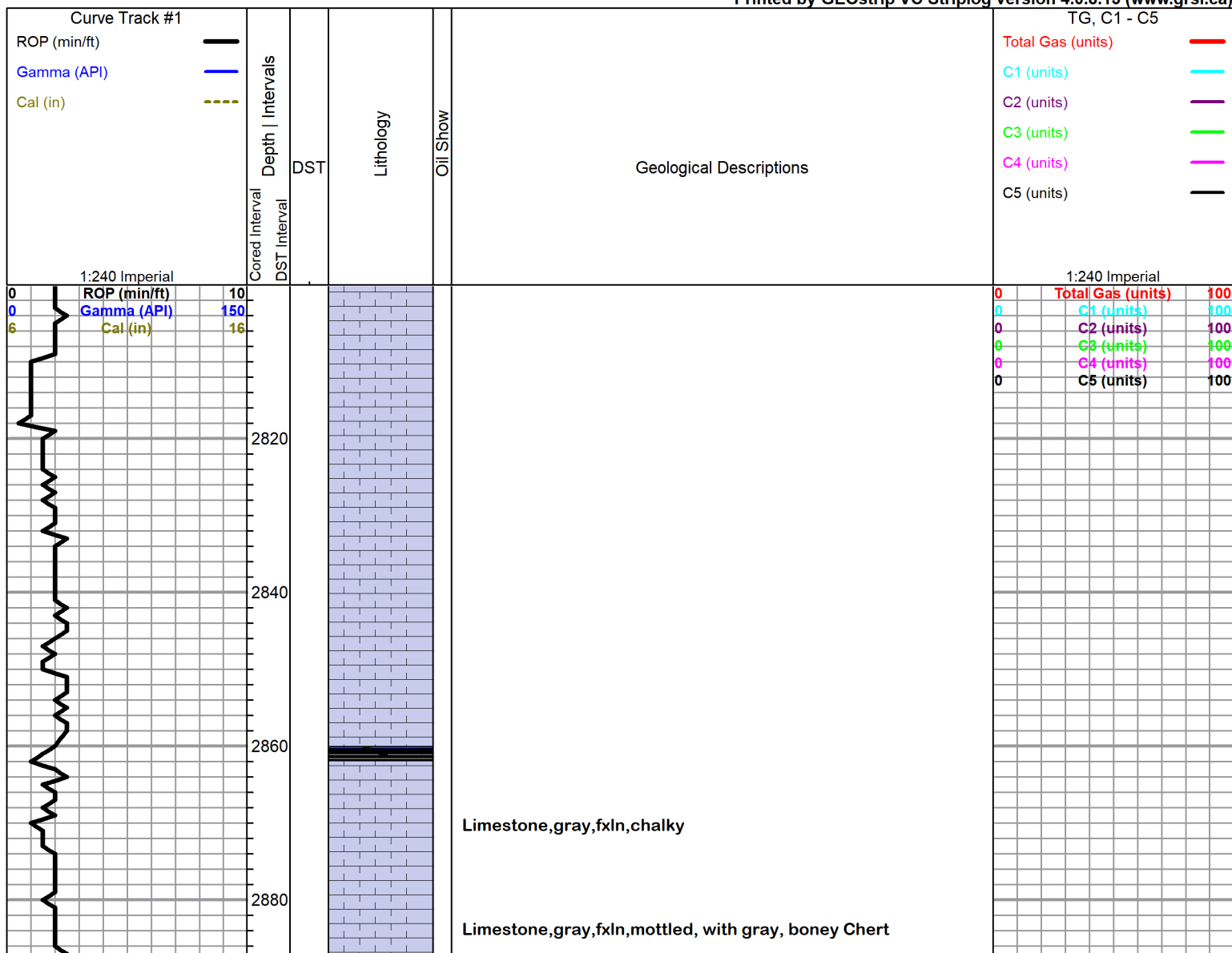
Oil Show

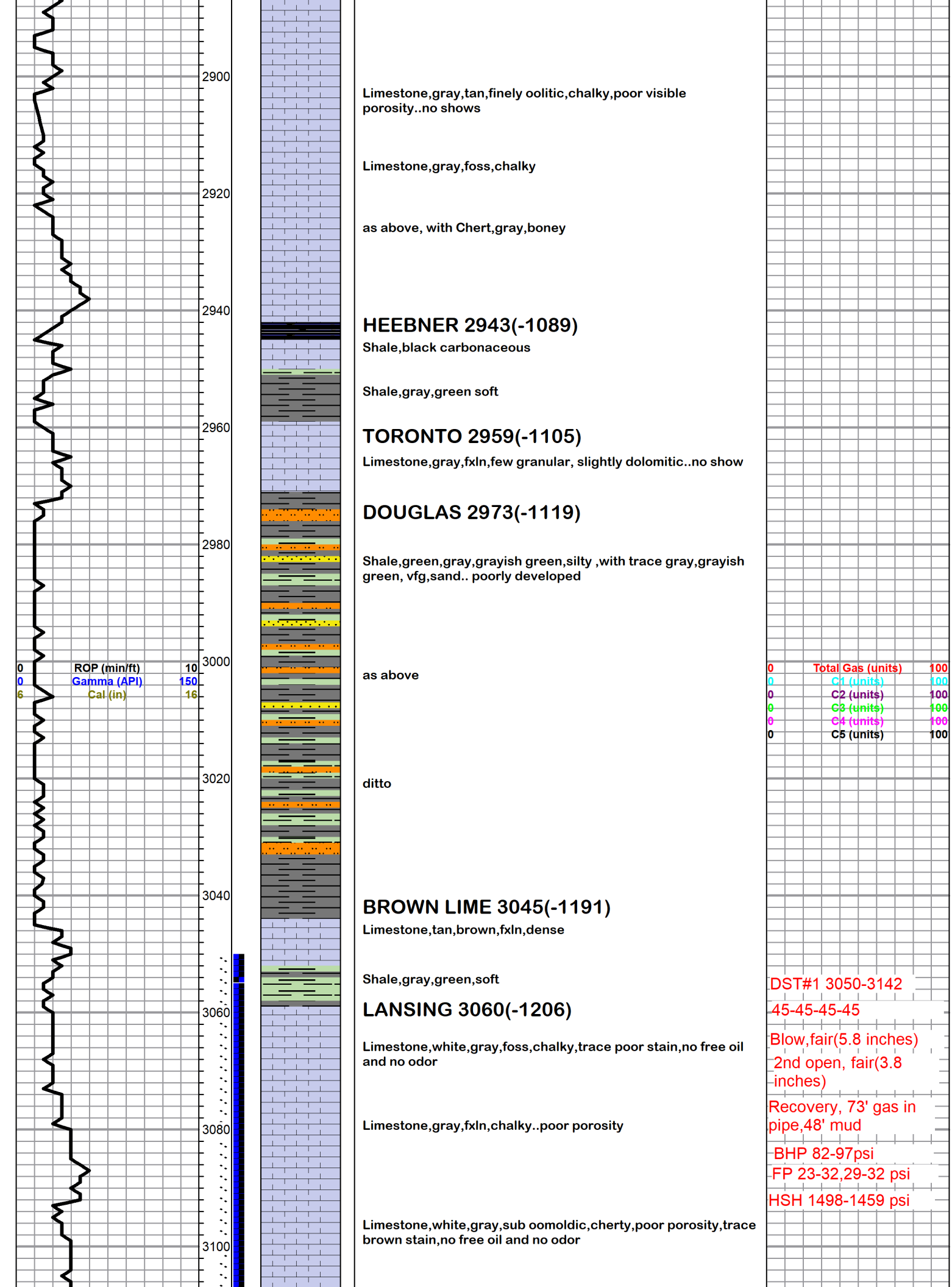
● Good Show
● Fair Show
● Poor Show
○ Spotted or Trace
○ Questionable Stn
D Dead Oil Stn
■ Fluorescence
* Gas

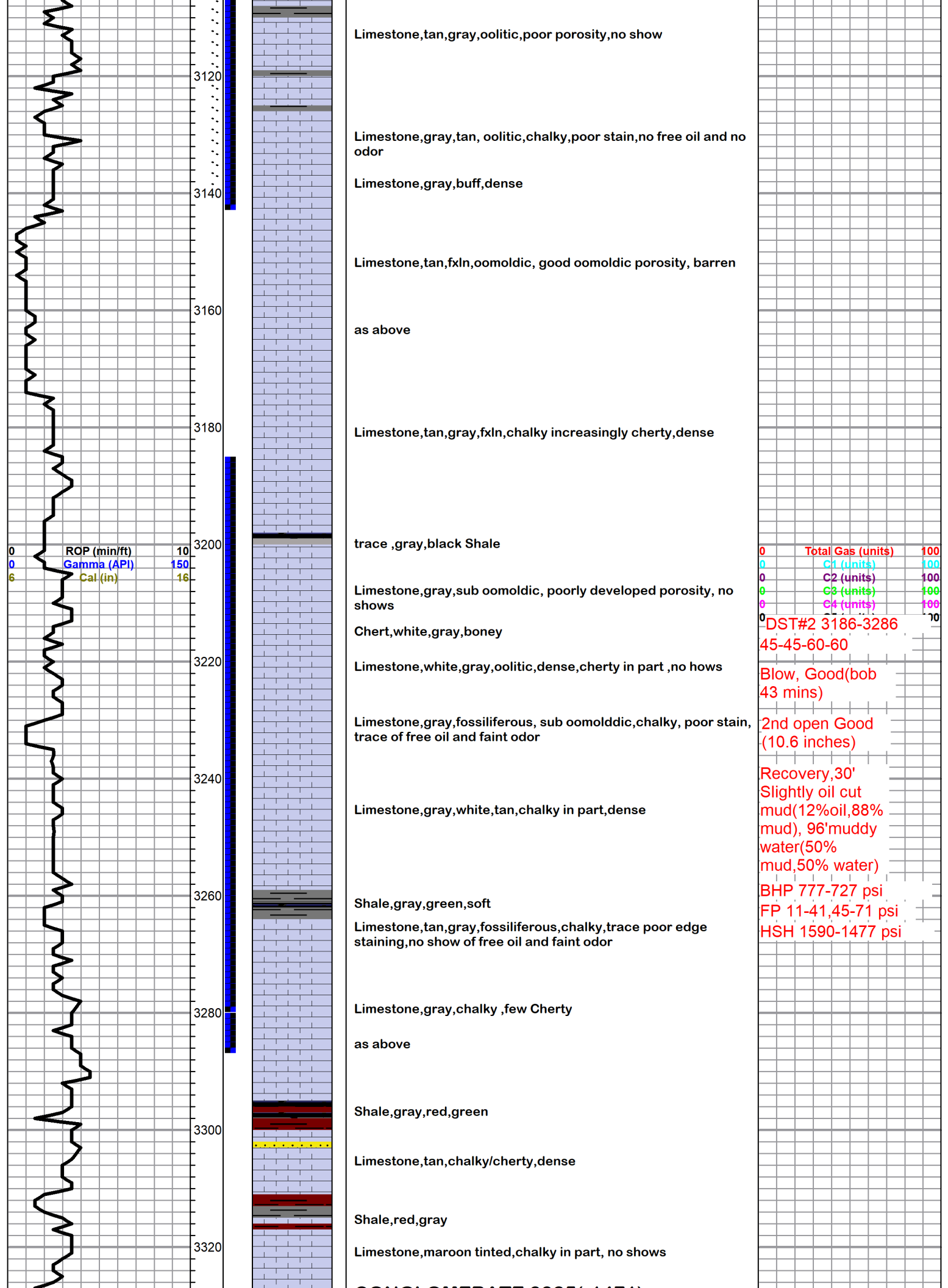
DST

■ DST Int
■ DST alt
■ Core
■ tail pipe

Printed by GEOstrip VC Striplog version 4.0.8.15 (www.grsi.ca)







CONGLOMERATE 3325(-1471)

Shale,pink,red soft

Varied colored Chert in matrix of varied colored Shales

as above,trace Sand,orange tinted, vfg,friable, no shows

ROTARY TOTAL DEPTH 3348(-1494)

3340

3360

3380

QUALITY OILWELL CEMENTING, INC.

Federal Tax I.D.# 20-2886107

Phone 785-483-1071

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

No. 3989

Cell 785-324-1041

Date	11-19-23	Sec.	24	Twp.	17	Range	12	County	Barton	State		On Location		Finish	6:00 PM
Lease								Location							
Well No. 4								Owner							
Contractor								To Quality Oilwell Cementing, Inc.							
Type Job								You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as listed.							
Hole Size								T.D.		Charge To					
Csg.								Depth		Street					
Tbg. Size								Depth		City State					
Tool								Depth		The above was done to satisfaction and supervision of owner agent or contractor.					
Cement Left in Csg.								Shoe Joint		Cement Amount Ordered					
Meas Line								Displace							
EQUIPMENT															
Pumptrk								No.		Cementer		Common			
Bulktrk								No.		Driver		Poz. Mix			
Bulktrk								No.		Driver		Gel.			
Bulktrk								No.		Driver		Calcium			
JOB SERVICES & REMARKS															
Remarks:								Hulls							
Rat Hole								Salt							
Mouse Hole								Flowseal							
Centralizers								Kol-Seal							
Baskets								Mud CLR 48							
D/V or Port Collar								CFL-117 or CD110 CAF 38							
730								50M		Sand					
400								25M		Handling					
300								60M		Mileage					
40								10M		FLOAT EQUIPMENT					
RH								30M		Guide Shoe					
MH								15M		Centralizer					
								Baskets							
								AFU Inserts							
								Float Shoe							
								Latch Down							
								Pumptrk Charge							
								Mileage							
								Tax							
								Discount							
								Total Charge							
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.

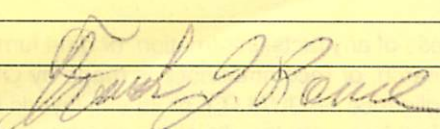
Federal Tax I.D.# 20-2886107

Phone 785-483-1071

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

No. 8875

Cell 785-324-1041

Date	11/14/23	Sec.	24	Twp.	17	Range	12	County	Barton	State	Kansas	On Location		Finish	10:00pm				
								Location								O'Brien 1E 1/2 S W 1/4			
Lease								Well No.		Owner									
Beran								4		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.									
Contractor								Southwind Drilling											
Type Job								Surface											
Hole Size				12 1/4				T.D.				353							
Csg.				8 5/8				Depth				351							
Tbg. Size								Depth											
Tool								Depth											
Cement Left in Csg.								20'								Shoe Joint			
Meas Line								Displace								2.1			
EQUIPMENT				Common															
Pumptrk				16				No.				Cementer							
												Helper							
												Tim							
Bulktrk				3				No.				Driver							
												Corey							
Bulktrk				PV				No.				Driver							
												David							
JOB SERVICES & REMARKS				Hulls															
Remarks:								Salt											
Rat Hole								Flowseal											
Mouse Hole								Kol-Seal											
Centralizers								Mud CLR 48											
Baskets								CFL-117 or CD110 CAF 38											
D/V or Port Collar								Sand											
								Handling											
Ran 8 5/8 and est. Circulation								Mileage											
Cemented with 180 sks								FLOAT EQUIPMENT											
								Guide Shoe											
								Centralizer											
Cement Did Circulate								Baskets											
								AFU Inserts											
								Float Shoe											
								Latch Down											
								Pumptrk Charge											
								Mileage											
												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.