Note: Location/Footage Chang

Kansas Corporation Commission Oil & Gas Conservation Division

Form ACO-1 September 1999 Form Must Be Typed

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

ORIGINAL

- 32380	UKIGINAL
Operator: License # 32380	API No. 15 - 099-23248-0000
Name: STP, Inc.	County: Labette
Address: 5901 North Western, Suite 200	SW_SW_NE_ Sec. 6 Twp. 35 S. R. 18 East West
City/State/Zip: Oklahoma City, OK 73118	2307 feet from S / N (circle one) Line of Section
Purchaser: STP, Inc.	feet from S /(N) (circle one) Line of Section feet from E / W (circle one) Line of Section
Operator Contact Person:	Footages Calculated from Nearest Outside Section Corner:
Phone: (_405_) 840-9894	(círcle one) NE SE NW SW
Contractor: Name: Well Refined Drilling Inc.	Heave Name: Benning R Well #: 1-6
	rieu ivame:
Wellsite Geologist: Mike Ebers	Producing Formation: Weir Coal
Designate Type of Completion:	Elevation: Ground: 817 Kelly Bushing:
New Well Re-Entry Workover	Total Depth: 903 Plug Back Total Depth:
Oil SWD SIOW Temp. Abd.	Amount of Surface Pipe Set and Cemented at 23Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used? ☐ Yes ✓ No
Dry Other (Core, WSW, Expl., Cathodic, etc)	If yes, show depth setFeet
If Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from
Operator:	feet depth to 818 w/ 95 sx cmt.
Well Name:	
Original Comp. Date: Original Total Depth:	Drilling Fluid Management Plan Me 11 Uh 6:25:03
Deepening Re-perf Conv. to Enhr./SWD	(Data must be collected from the Reserve Pit)
Plug Back Plug Back Total Depth	Chloride content ppm Fluid volume bbls
Commingled Docket No.	Dewatering method used Air Drilled
Dual Completion Docket No	Location of fluid disposal if hauled offsite:
Other (SWD or Enhr.?) Docket No	Operator Name:
Out (0445 of Ethin.:)	Lease Name: License No.:
O2/08/2003 O2/10/2003 Working On Pipeline Spud Date or Date Reached TD Completion Date or	Quarter Sec. Twp. S. R. East West
Spud Date or Date Reached TD Completion Date or Recompletion Date Date Reached TD Completion Date or Recompletion Date	County: Docket No.:
	Docket No.:
INSTRUCTIONS: An original and two copies of this form shall be filed with Kansas 67202, within 120 days of the spud date, recompletion, workover Information of side two of this form will be held confidential for a period of 12 107 for confidentiality in excess of 12 months). One copy of all wireline logs at TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells.	r or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. 2 months if requested in writing and submitted with the form (see rule 82-3- and geologist well report shall be attached with this form. ALL CEMENTING Submit CP-111 form with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promulgated to regulat herein are complete and correct to the best of my knowledge.	e the oil and gas industry have been fully complied with and the statements
Signature: Kickan Marlin	KCC Office Use ONLY
Title: Operations Manager Date: 5/29/03	Letter of Confidentiality Attached
Subscribed and sworn to before me this <u>19th</u> day of May 2003	· · · · · · · · · · · · · · · · · · ·
	, Wireline Log Received
John & William	Jeologist Report Received
Notary Public: 91 blaca K. Willams	UIC Distribution
Date Commission Expires: Alley 6, 2004	

Operator Name: STF	me: STP, Inc. Lea				nning R		Well #: <u>1-6</u>		
Sec. 6 Twp. 35	5 S. R. 18	East West		,: Labette					
tested, time tool open temperature, fluid rec	and closed, flowin overy, and flow rate	and base of formations p g and shut-in pressures s if gas to surface test, final geological well site	, whether sh along with fi	nut-in press	ure reached	static level, hydr	ostatic pressu	res, bottom hole	
Drill Stem Tests Taker		☐ Yes ☑ No		Log	Format	ion (Top), Depth	and Datum	∠ Sample	
Samples Sent to Geological Survey			,	Name			Тор	Datum	
Cores Taken		Yes No		Summi	tt Shale		332		
Electric Log Run (Submit Copy)		✓ Yes No		Mulky	Shale		377	382	
List All E. Logs Run:				Iron Po	st Coal		408	410	
Diff Temperature Density-Neutron				Bevier			440	441	
Dual Induction CDL 25" Hi-Res Gamma Ray/Cement Bon	d			Crowe Weir River	burg Coal Coal top	!	488 585 860	489 588 863	
		CASING	RECORD		✓ Used	***************************************	000	003	
	i diti-l-	Report all strings set-	T			T	т	1	
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weigh Lbs. / I		Setting Depth	Type of Cement	# Sacjs Used	Type and Percent Additives	
Surface	12 1/4	8 5/8	. 24		23	Portland	4		
Production	6 3/4	4 1/2	9 1/	/2	818	Diacel	95		
		ADDITIONAL		0 / 80/155	75 05000				
Purpose:	Depth	ADDITIONAL Type of Cement	#Sacks U		ZE NECOHL				
Perforate Protect Casing Plug Back TD Plug Off Zone	Top Bottom	Type of Cernain	#Oders o	,seu		Type and F	ercent Additives		
Shots Per Foot	PERFORATION Specify F	DN RECORD - Bridge Plug ootage of Each Interval Perl	s Set/Type forated			cture, Shot, Cement		d Depth	
4	Perforate 568	3 - 570 ft			***************************************				
		100 to							
TUBING RECORD	Size 2 3/8	Set At 580	Packer At	Lir	ner Run	Yes No			
Date of First, Resumerd P Working On Pipe		hr. Producing Meth	· · · · · · · · · · · · · · · · · · ·	Flowing	Pumpin	g Gas Lift	Other	(Explain)	
Estimated Production Per 24 Hours	Oil B	bls. Gas I	Vicf	Water	Bb	ls. Ga	as-Oil Ratio	Gravity	
Disposition of Gas	METHOD OF CO	MPLETION		Pro	duction Interv	al			
Vented Sold (If vented, Submi	Used on Lease it ACO-18.)	Open Hole Other (Specify	Perf.	Dually	Comp. [Commingled			
		110m Trans							

NOT YET COMPLETED



March 7, 2003

Jerry Cash STP Cherokee OKC, OK 73118

Jerry:

RE. Completion Recommendation:

Edna Hollow Project **Benning,R. #1-6**SWSWNE-Section 6-35S-18E
Labette County, OK

The captioned well was drilled as a Weir development well on Edna Hollow Project on February 10, 2003; formation at TD 903' is Mississippian. A recommendation to set casing to TD was made 2/21/03.

This well tested shows of 40, 15, and 11 mcf from the Summit, Mulky, and Croweberg shales, respectively. A significant show of 117 mcf was tested after drilling the Weir Coal at 568'. No increase was noted after drilling 2.5' of Riverton at 842'. The Weir show persisted, slightly reduced, to TD. The Weir exhibits a slight Temp Log response and the Summit exhibits a fair Temp Log show. Chip desorption indicates encouraging gas contents for all target intervals.

I recommend that testing of the Riverton be deferred here pending additional test results on nearby wells. Testing of the Weir should take priority based on the amount of undeveloped acreage nearby.

Recommendation:

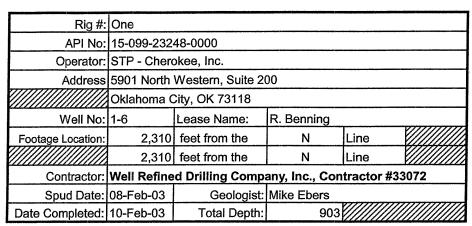
Although the Weir is only 2 feet thick at this location, the gas show from this coal suggests better development nearby. Perm problems may be an issue here so close to Valeda and minimal treatment to start is recommended.

-Perforate: \

Weir Coal: 568-570'

RECEIVED
JUN 0 2 2003
KCC WICHITA

Well Refined Drilling Company, Inc. - Drilling Log 4270 Gray Road * Thayer, KS 66776



Casing Record								
	Surface	Production						
Size Hole:	12.500	6.750						
Size Casing:	8.625							
Weight:								
Setting Depth:	23							
Type Cement:	Portland							
Sacks:	V ₄							
Elevation:								



Rig Time	Work Performed



S. 6	T. 35	R. 18
Location:	SW SW NE	
County:	Labette	

Gas Tests			
Depth	Oz.	Orifice	Flow (mcf)
343	8.0	0.750	40.000
383	15.0	0.750	55.200
408	15.0	0.750	55.200
423	15.0	0.750	55.200
443	22.0	0.750	66.600
483	24.0	0.750	69.500
543	24.0	0.750	69.500
583	18.0	1.250	186.000
723	12.0	1.250	152.000
783	10.0	1.250	138.000
843	9.0	1.250	132.000
863	9.0	1.250	132.000

	Well Log								
Formation	Тор	Bottom	Formation	Тор	Bottom	Formation	Тор	Bottom	
Overburden	0	1	Coal	400	402	Shale	705	719	
Clay	1	4	Shale	402	408	Coal	719	720	
Lime	4	24	Coal	408	409	Shale	720	776	
Shale	24	45	Shale	409	430	Coal	776	777	
Sand	45	81	Coal	430	431	Shale	777	840	
Shale	81	166	Shale	431	474	Coal	840	842	
Lime	166	195	added water	443		Shale	842	852	
Shale	195	276	Coal	474	476	Chat	852	855	
Lime	276	277	Shale	476	533	Lime	855		
Shale	277	287	Coal	533	535	TOTAR PEREN	903		
Oswego Lime	287	324	Shale	535	566	-OEIV	ED		
Black Shale	324	328	Coal	566	569	JUN 0 2 200 KCC WICHI			
Lime	328	366	Shale	569	602	KOO . 2 200	3		
Shale	366	367	LA Sand	602	619	ACC WICHI			
Lime	367	369	Shale	619	656	**			
Black Shale	369	373	LA Sand	656	689				
Lime	373	381	Shale	689	704				
Shale	381		Coal	704					

• ORIGINAL

CONSOLIDATED OIL WELL SERVICES, INC. 211 W. 14TH STREET, CHANUTE, KS 66720 620-431-9210 OR 800-467-8676

TREATMENT REPORT

TICKET NUMBER 22848

LOCATION Bartlesuille

FOREMAN Travis Thorne

		1 - 1			
DATE CUSTOMER ACCT # WELL NAME OTRIC	TR SECTION	TWP 35	RGE / &	COUNTY	FORMATION
		y			
CHARGE TO 57.	OWNER				•
MAILING ADDRESS	The same of the sa				
CITY			<u> Yanana</u>		
	CONTRACT				
STATE ZIP CODE		TO LOCATIO	N		
TIME ARRIVED ON LOCATION		LOCATION			
WELL DATA		LOOMINON	-	*	
HOLE SIZE 63/4 TOTAL DEPTH			TYPE	OF TREATMENT	
TOTAL DEFIN	₹ 6			•	
CASING SIZE U1/2	[]S	URFACE PIP	E		BREAKDOWN
CASING DEPTH 8/8	. MPI	RODUCTION	CASING	[] ACIE	STIMULATION
CASING WEIGHT CASING CONDITION	_ []·sc	QUEEZE CE	MENT	[] ACIE	SPOTTING
	[]PI	UG & ABAN	IDON	[]FRA	c ·
TUBING SIZE	[]PI	UG BACK	•	[]FRA	C + NITROGEN
TUBING DEPTH TUBING WEIGHT	[]м	ISC PUMP		[] FOA	M FRAC
TUBING CONDITION	- []o	THER		[] NITF	
				1,	
PACKER DEPTH					X
PERFORATIONS	~			JRE LIMITATIONS	
SHOTS/FT	SURFACE PIF	PE		THEORETICAL	INSTRUCTED
OPEN HOLE	ANNULUS LO TUBING	NG STRING			
TREATMENT VIA	I TOBING				
INSTRUCTION PRIOR TO JOB					
,				,	
, ,					
JOB SU	MMARY				5-
DESCRIPTION OF JOB EVENTS					VECE!
Broke ciclistra in 8BBL of die	wister r	1 6	T Chi		VED
shot down elegated and lines	*		1		RECEIVED NO 2 2003 NICHITA
plus to better and	Chappe	a 121	105	JUNCO'	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~
11.09 10 31.1h 3t 34.01	10000				VICH
					TA
					*
PRESSURE SUMMARY	(4 (39) No. 10 (10) (10) (10) (10) (10) (10) (10) ((5° > 3° A) 2 A A A A A A A	TRE	ATMENT RATE	35 70 70 70 70 70 70 70 70 70 70 70 70 70
BREAKDOWN or CIRCULATING psi	BREAKDOV				
FINAL DISPLACEMENT psi ANNULUS psi	INITIAL BPI	VI			-
MAXIMUM psi	FINAL BPM MINIMUM B				
MINIMUM psi AVERAGE psi	MAXIMUM I	3PM			
SIP psi	AVERAGE E	orivi			
15 MIN SIP psi					
AUTHODIZATION TO PROCEED	J L TITLE			DATE	
	7			DATE	

TERMS

In consideration of the prices to be narged for our services, equipment and products as set forth in Consolidated Oil Well Services, Inc's (COWS) current Price Schedule, and for the performance of services and supplying of materials; customer agrees to the following terms and conditions.

Terms. Cash in advance unless satisfactory credit is established. On credit sales, invoices payable to P.O. Box 884, Chanute, KS 66720. Invoices payable within 30 days of invoice date. Charges subjected to interest after 30 days from invoice date. Interest will be charged at Maximum rate allowed by law. In the event it is necessary to employ an attorney to enforce collection of such account, customer agrees pay all collection costs and attorney's fees in the amount of 20% of said amount.

Any applicable federal, state or local sales, use, occupation, consumer's or emergency taxes shall be added to the quoted price.

A sales tax reimbursement of 2% is applied to chemical and product charges for all services performed on oil and gas wells in the State of Texas.

All process license fees required to be paid to others will be added to the scheduled prices.

All prices are subject to change without notice.

SERVICE CONDITIONS

Customer warrants that the well is in proper condition to receive the services, equipment, products, and materials to be supplied by COWS.

"The customer shall at all time have complete care, custody, and control of the well, the drilling and production equipment at the well, and the premises about the well. A responsible representative of the customer shall be present to specify depths, pressures, or materials used for any service which is to be performed."

(a) COWS shall not be responsible for, and customer shall secure COWS against any liability for damage to property of customer and of the well owner (if different from customer), unless caused by the willful misconduct or gross negligence of COWS, this provision applying to but not limited to sub-surface damage and surface damage arising from subsurface damage.

4. Kg

(b) Customer shall be responsible for and secure COWS against any liability for reservoir loss or damage, or property damage resulting from sub-surface pressure, losing control of the well and/or a well blowout, unless such loss or damage is caused by the willful misconduct of gross negligence of COWS.

- (c) Customer stand be responsible for and secure COWS against any and all liability of whatsoever nature for damages as a result of a subsurface trespass, or an action in the nature thereof, arising from a service operation performed by COWS hereunder.
- (d) Customer shall be responsible for and secure COWS against any liability for injury to or death of persons, other than employees of COWS, or damage to property (including, but not limited to, injury to the well), or any damages whatsoever, irrespective of cause, growing out of or in any way connected with the use of radioactive material in the well hole, unless such damage shall be caused by the willful misconduct or gross negligence of COWS.
- (e) COWS makes no guarantee of the effectiveness of the products, supplies or materials, nor of the results of any treatment or services.
- (f) Because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, COWS is unable to guarantee the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by COWS. COWS personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but customer agrees that COWS shall not be responsible for any damage arising from the use of such information except where due to COWS gross negligence or willful misconduct in the preparation or furnishing of it.

WARRANTIES - LIMITATION OF LIABILITY

COWS warrants only title to the products, supplies and materials and that the same are free from defects in workmanship and materials. THERE NO WARRANTIES, EXPRESS OR IMPLIED OR MERCHANTABILITY, FITNESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE, COWS's liability and customer's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale or use of any products, supplies or materials is expressly limited to the replacement of such products, supplies or materials on their return to COWS or, at COWS's option, to the allowance to the customer of credit for the cost of such items. In no event, shall COWS be liable for special, incidental, indirect, punitive or consequential damages.

COWS personnel will use their best efforts in gathering such information and their best judgement in interpreting it, but Customer agrees that COWS shall not be liable for and CUSTOMER SHALL INDEMNIFY AGAINST ANY DAMAGED ARISING FROM THE USE OF SUCH INFORMATION, even if such is contributed by the COWS negligence or fault.

CONSOLIDATED OIL WELL SERVICES, INC. 211 W. 14TH STREET, CHANUTE, KS 66720 620-431-9210 OR 800-467-8676

ORIGINAL TICKET NUMBER 22848 LOCATION Bactlesy Ile FOREMAN Travis Thurs

		- 100= "		070,07		OF OTION		505	T 001/9177/	FORMEON
3-12-03	CUSTOME 755/	H ACCT#	WELL NAME	QTR/QTI	۲	SECTION	TWP	RGE	COUNTY	FORMATION
		ır.	· Dilling		70 7				1	
	<	771								
CHARGE TO		1. 1.45				OWNER	etrosensasione	50.0505 CH-56.00		
MAILING ADDRESS					1.0.	OPERATOR	20 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
								(75)3450450		
СІТУ						CONTRACT		09-97-97-97-97-97-97-97-97-97-97-97-97-97	· STATES STATES STATES AND	
STATE			ZIP CODE		pa-u	DISTANCE				
TIME ARRIVE	D ON LOCAT					TIME LEFT	LOCATION			
		WEL	_ DATA		1				o	
HOLE SIZE	63/4		,		_			TYPE	OF TREATMENT	
IOIAL DEPTE	1									
CASING SIZE	(17)	Z23: 13.1.1000006.		20.20	1 1	[]S	URFACE PI	PE	[] ACI	D BREAKDOWN
CASING DEP		8/8	, .			K ∫ PI	RODUCTIO	N CASING	[] ACI	D STIMULATION
CASING WEIG						[]S	QUEEZE C	EMENT	[] ACI	D SPOTTING
CASING CON	DITION	Magnethy a Conf.			1	[]PI	LUG & ABA	NDON	[]FR/	AC
TUBING SIZE					11		LUG BACK			C + NITROGEN
TUBING DEPT	ГН				·					
TUBING WEIG				1		[] M	ISC PUMP		[] FOA	AM FRAC
TUBING CONI	DITION		,			[]0	THĘR		[] NIT	ROGEN
					l					
PACKER DEP	722823, 4,4,4, b., 8,44							DDECC	LIDE LIMITATIONS	
PERFORATIO	A KI # 5170 / 2007/23 V								URE LIMITATIONS THEORETICAL	INCTRLICTED
SHOTS/FT	INO				s	URFACE PII	PE		THEORETICAL	INSTRUCTED
OPEN HOLE			E. E. I. E. I.	,		NNULUS LO	ONG STRIN	G		
					l "L	UBING				
TREATMENT	VIA]	1			4	•
INSTRUCTION	PRIOR TO J	OB							***************************************	

			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				***************************************			The state of the s
				JOB SUM	MAF	RΥ				
DESCRIPTION	I OE IOB EVE	ENITO			•					
77	8.9 /		6130. 1	J 1		1				(
Dioke	erelish	-n (50 864 L	- air i	45	101 1	hy "	75 SKS	04 01.6	cel + Prosent
5/20-1	dewe	<u> </u>	oc,,ou out	110,05		HUPPY	ou pr	2/05	DUIDDE	_1
17/0	9 To	5-4-	in 50-1	5200		100c=	1			
<i>V</i>	,,		*							
					,					,
		And the state of t		* . *						
				****	A STATE OF THE PARTY.	V 1 50 P. "				<i>\$</i>
		PRESSURE	SUMMARY				*********	TR	EATMENT RATE	
BREAKDOWN			pı		-4	BREAKDO			<u> </u>	
FINAL DISPLA	CEMENT		p:	si 🤻 🦎		INITIAL BE	M			
ANNULUS MAXIMUM			ps · ps		潭	FINAL BPN MINIMUM				
MINIMUM			ps		1	MAXIMUM				
AVERAGE ISIP			ps			AVERAGE		102.00., 50.00		N/2003 Table (4/A) 0.5 kg/m 17 mm a 4/4/4
5 MIN SIP			ps							
15 MIN SIP		***************************************	ps	si ,	-	211000000000000000000000000000000000000	* * * * * * * * * * * * * * * * * * *	2-2-2 m. 12 day 20. 32. 2	~~~~~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	200 - 200 -
AUTHORIZATI	ON TO PROC	EED		¥.*.	TITLE				DATE	

TREATMENT REPORT

TERMS

In consideration of the prices to be enarged for our services, equipment and products as set forth in Consolidated Oil Well Services, Inc's (COWS) current and Price Schedule, and for the performance of services and supplying of materials; customer agrees to the following terms and conditions.

Terms. Cash in advance unless satisfactory credit is established. On credit sales, invoices payable to P.O. Box 884, Chanute, KS 66720. Invoices payable within 30 days of invoice date. Charges subjected to interest after 30 days from invoice date. Interest will be charged at Maximum rate allowed by law. In the event it is necessary to employ an attorney to enforce collection of such account, customer agrees pay all collection costs and attorney's fees in the amount of 20% of said amount.

Any applicable federal, state or local sales, use, occupation, consumer's or emergency taxes shall be added to the quoted price.

A sales tax reimbursement of 2% is applied to chemical and product charges for all services performed on oil and gas wells in the State of Texas.

All process license fees required to be paid to others will be added to the scheduled prices.

All prices are subject to change without notice.

SERVICE CONDITIONS

Customer warrants that the well is in proper condition to receive the services, equipment, products, and materials to be supplied by COWS.

"The customer shall at all time have complete care, custody, and control of the well, the drilling and production equipment at the well, and the premises about the well. A responsible representative of the customer shall be present to specify depths, pressures, or materials used for any service which is to be performed."

- (a) COWS shall not be responsible for, and customer shall secure COWS against any liability for damage to property of customer and of the well owner (if different from customer), unless caused by the willful misconduct or gross negligence of COWS, this provision applying to but not limited to sub-surface damage and surface damage arising from subsurface damage.
- (b) Customer shall be responsible for and secure COWS against any liability for reservoir loss or damage, or property damage resulting from sub-surface pressure, losing control of the well and/or a well blowout, unless such loss or damage is caused by the willful misconduct of gross negligence of COWS.

- (c) Customer stand be responsible for and secure COWS against any and all liability of whatsoever nature for damages as a result of a subsurface trespass, or an action in the nature thereof, arising from a service operation performed by COWS hereunder.
- (d) Customer shall be responsible for and secure COWS against any liability for injury to or death of persons, other than employees of COWS, or damage to property (including, but not limited to, injury to the well), or any damages whatsoever, irrespective of cause, growing out of or in any way connected with the use of radioactive material in the well hole, unless such damage shall be caused by the willful misconduct or gross negligence of COWS.
- (e) COWS makes no guarantee of the effectiveness of the products, supplies or materials, nor of the results of any treatment or services.
- (f) Because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, COWS is unable to guarantee the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by COWS. COWS personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but customer agrees that COWS shall not be responsible for any damage arising from the use of such information except where due to COWS gross negligence or willful misconduct in the preparation or furnishing of it.

WARRANTIES - LIMITATION OF LIABILITY

COWS warrants only title to the products, supplies and materials and that the same are free from defects in workmanship and materials. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED OR MERCHANTABILITY, FITNESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. COWS's liability and customer's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale or use of any products, supplies or materials is expressly limited to the replacement of such products, supplies or materials on their return to COWS or, at COWS's option, to the allowance to the customer of credit for the cost of such items. In no event, shall COWS be liable for special, incidental, indirect, punitive or consequential damages.

COWS personnel will use their best efforts in gathering such information and their best judgement in interpreting it, but Customer agrees that COWS shall not be liable for and CUSTOMER SHALL INDEMNIFY AGAINST ANY DAMAGED ARISING FROM THE USE OF SUCH INFORMATION, even if such is contributed by the COWS negligence or fault.