Kansas Corporation Commission Oil & Gas Conservation Division

ORIGINAL

Form ACO-1 September 1999 Form Must Be Typed

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

| Operator: License # 3956 | API No. 15 - 167-23362-0000 |
|--|--|
| Name: Brungardt Oil & Leasing, Inc. | County: Russell |
| Address: 529 E. 14th | <u>SESWNWSec16Twp12SR13East</u> |
| City/State/Zip: Russell, KS 67665 | 2310 feet from S / (N) (circle one) Line of Section |
| Purchaser: N.C.R.A. | 830 feet from E / (W) (circle one) Line of Section |
| Operator Contact Person: Gary L. Brungardt | Footages Calculated from Nearest Outside Section Corner: |
| Phone: (_785)483-4975 | (circle one) NE SE NW (SW) |
| Mid Kan Wall Sange | Lease Name: L. Reilly Well #: 1 |
| 33605 | Field Name: Waldo |
| | Producing Formation: Lansing Kansas City |
| Wellsite Geologist: | |
| Designate Type of Completion: | Elevation: Ground: 1729 Kelly Bushing: 1733 |
| New Well Re-Entry Workover | Total Depth: 3550 Plug Back Total Depth: 392 |
| OilSWDTemp. Abd. | Amount of Surface Pipe Set and Cemented atFeet |
| 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 tosx cmt. |
| Well Name: | Teet depth to w/ Alt - Dig - 1211 |
| Original Comp. Date: Original Total Depth: | Drilling Fluid Management Plan (Data must be collected from the Reserve Pit) |
| Deepening Re-perf Conv. to Enhr./SWD | Chloride content N/A ppm Fluid volume 200 bbls |
| Plug Back Plug Back Total Depth | Dewatering method used_Evaporation |
| Commingled Docket No | |
| Dual Completion Docket No | Location of fluid disposal if hauled offsite: |
| Other (SWD or Enhr.?) Docket No | Operator Name: |
| 7-16-06 T-24-06 Spud Date or Recompletion Date Per oper-kec-blg 7-24-06 Date Reached TD Completion Date Recompletion Date | Lease Name: License No.: East West County: 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, workow Information of side two of this form will be held confidential for a period of 1 107 for confidentiality in excess of 12 months). One copy of all wireline logs TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells | |
| lerein are complete and correct to the best of my knowledge. | te the oil and gas industry have been fully complied with and the statements |
| Signature: Vcery 1. Degrate | KCC Office Use ONLY |
| itle: Ouver- Viewer Date: 10/6/06 | Letter of Confidentiality Received |
| Subscribed and sworn to before me this was day of October | If Denied, Yes Date: |
| ode a | Wireline Log Received |
| Palara Alasha at | Geologist Report Received |
| lotary Public: Callin (Mellimerila) | Vεm uic Distribution RECEIVED |
| Date Commission Expires: 10/03/000 | E HACHMEISTER OCT 1 0 2006 |
| NOT STATE | FIRST PUBLIC E OF KANSAS KCC WICHITA |

| Operator Name: Br | ungardt Oil & Leasin | g, Inc. | | Lease Name: | L. Reilly | | Well #: | | |
|---|---|---------------------------------------|---------------------------------------|-----------------------------------|-------------------|----------------------------|--|--------------|--|
| | 12 S. R. 13 | | | County: Russ | | | | | |
| tested, time tool op temperature, fluid re | Show important tops en and closed, flowir ecovery, and flow rate gs surveyed. Attach | ng and shut-in p es if gas to surf | oressures, whe ace test, along | ther shut-in pr with final cha | essure reached | l static level, hydro | ostatic pressu | res, bottor | m hole |
| Drill Stem Tests Tak | | ✓ Yes | □No | [] | Log Format | ion (Top), Depth a | and Datum | | Sample |
| Samples Sent to Go | eological Survey | ☐ Yes | ✓No | Nan | ne | | Тор | C | Datum |
| Cores Taken | | Yes | ✓No | See | attached geolo | gy report. | | | |
| Electric Log Run (Submit Copy) | | ✓ Yes | No | | | | | | |
| List All E. Logs Run | : | | | | | | | | |
| Sonic Micro Radiation Gua | rd | | | | | | | | |
| | | Panart all | CASING REC | _ | | | | | |
| Purpose of String | Size Hole | Size Ca | sing | Weight | ermediate, produc | Type of | # Sacks | | and Percent |
| Surface | Drilled 12 - 1/4" | Set (In C | 23 | Lbs. / Ft. | Depth 392 | Common | Used 225 | 3%cc 2 | dditives 2%ael |
| Oil String | 7 - 7/8" | 4 - 1/2" | 10. | 5# | 3545 | Common | 250 | | |
| | | | | | | | | | |
| | ······································ | AD | DITIONAL CEN | MENTING / SQI | UEEZE RECORI |)) | 1 | .L | |
| Purpose: Perforate Protect Casing | Depth Top Bottom | Type of Ce | ement # | #Sacks Used | | Type and Percent Additives | | | |
| Plug Back TD Plug Off Zone | | | | | | | | | |
| Shots Per Foot | PERFORAT Specify | ON RECORD - Footage of Each | Bridge Plugs Se Interval Perforate | t/Type ed | | cture, Shot, Cement | | rd | Depth |
| 1 | 2973 | | | | 1000 gallons | 15% acid | | : | 2973 |
| 1 | 2988 - 2990 | | | 2000 gallons 15% ac | | 15% acid | acid 29 | | 2988, 2900 |
| | | | · · · · · | | | | | | |
| TUBING RECORD | Size | Set At | Pa | acker At | Liner Run | | | | |
| | 2 3/8" d Production, SWD or E | 3414 inhr. Prod | No: ducing Method | ne | | Yes No | and the second s | | |
| 9/15/06 | | | · · · · · · · · · · · · · · · · · · · | Flowing | Pumpii | ng Gas Lift | Othe | er (Explain) | |
| Estimated Production Per 24 Hours | | Bbls. 35 | Gas Mcf | Wate X | | bls. G | as-Oil Ratio | | Gravity 40 |
| Disposition of Gas | METHOD OF C | OMPLETION | | - | Production Inter | val | | | |
| Vented Sold (If vented, So | ✓ Used on Lease ubmit ACO-18.) | | pen Hole | Perf. D | ually Comp. | Commingled | | D⊏∧ı | —————————————————————————————————————— |
| | | | | | | | | ベビしi | EIVED |

OCT 1 0 2006 KCC WICHITA Quality Oilwell Cementing Inc.

Completion

Invoice

845 E Wichita P.O. Box 32 Russell, KS 67665

| Date | Invoice # |
|-----------|-----------|
| 7/19/2006 | 46 |

| Bill To | |
|--|--|
| Brungardt Oil & Producing Co P.O. Box 871 Russell Ks 67665 | |
| | |
| | |

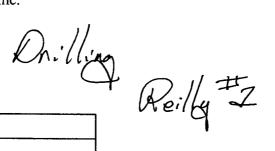
| P.O. No. | Terms | Project |
|----------|--------|--------------|
| | Net 30 | 2. Reilly #1 |

| Quantity | Description | Rate | Amount |
|-----------------|-------------------------|---------------------------------------|------------------|
| 275 | common | 10.50 | 2,887.50 |
| 51 | Salt | 9.00 | 459.00 |
| | Mudclear | 1.50 | 750.00 |
| 326 | handling | 1.90 | 619.40 |
| 1 | pump truck charge | 1,050.00 | 1,050.00 |
| | | 5.00 | 110.00 |
| | Mileage | 0.08 | 573.76 |
| | 4 1/2" rubber plug | 45.00 | 45.00 |
| 8 | centralizers AFU insert | 52.00 | 416.00 |
| 1 | guide shoe | 200.00 | 200.00 |
| 1 | russell co. Sales Tax | 120.00 7.30% | 120.00 356.06 |
| | | | |
| | | RECEIVED OCT 1 0 2006 KCC WICHI | |
| | | 1,20 | |
| | | OCT 10 2040 | |
| ļ | | 1 | ۳۸ |
| | | KCC MICHI | I |
| ank you for you | r business. Dave | Total | \$7,586.72 |

797/21/00 547

- Quality Oilwell Cementing Inc.

845 E Wichita P.O. Box 32 Russell, KS 67665



| Date | Invoice # |
|-----------|-----------|
| 7/11/2006 | 37 |

Invoice

| P.O. No. | Terms | Project |
|----------|--------|---------|
| | Net 30 | |

| Quantity | Description | Rate | Amount |
|-----------------------------------|---|----------------------|--|
| 7 4 1 22 236 5,192 | common Calcium Gel surface pipes 0-500ft pump truck mileage charge handling Mileage 8 5/8 solid rubber plug russell co. Sales Tax | 45 16 700 5 | 2,362.50T .00 315.00T .25 65.00T .00 700.00 .00 110.00 .90 448.40 .08 415.36 .00 95.00T |
| | | RI 01 KC | ECEIVED T 1 0 2006 C WICHITA |
| Thank you for you | r business. Dave | Total | \$4,718.40 |

Pd 7/13/00 CKU544

QUALITY OILWELL CEMENTING, INC.

Phone 785-483-2025 Cell 785-324-1041 Home Office P.O. Box 32 Russell, KS 67665

No. 1037

| Sec. | Twp. | Range | Called Out | On Location | Job Start | Finish |
|--|----------------|----------|-------------------|--|--|------------------------|
| Date 7.11.06 | ιwρ. | Trange | Called Out | On Location | | 11:30 PM |
| Lease Re//4 Well No. | / | Location | Bun Dor | 4.11 90 | County County | State |
| Contractor Shields | 0,19 | | Owner | 2w/N/a | 1/25 | |
| Type Job /2 4/ | | 392 | You are I | ty Oilwell Cementing, Inc hereby requested to rent assist owner or contrac | cementing equipment and | furnish cementer and |
| Hole Size | T.D. | 389 | | assist owner or contrac | tor to do work as listed. | |
| Csg. | Depth | | Charge To | Brungard | towy XL | asing Inc |
| Tbg. Size | Depth | | Street | | | / |
| Drill Pipe | Depth | | City | | State | |
| Tool | Depth | | The abov | ve was done to satisfaction | on and supervision of owne | r agent or contractor. |
| Cement Left in Csg./0 1/5 | Shoe Joint | | | | | |
| Press Max. | Minimum | | | | | |
| Meas Line | Displace | 3# 2 | 4.16 | | CEMENT | |
| Perf. | | | | | | |
| EQUIPMI | ENT | | Amount Ordered | 225 Con | 3% cc 2% | gel |
| | | <u> </u> | Consistin | ng of | , | |
| Pumptrk No. Cementer Helper | | 1000 | Common | 225 0 | 1050 | 2362 |
| Bulktrk 2 No. Driver Driver | | Meit. | Poz. Mix | | , | |
| No. Driver | | Days | ·v | H a | 1/ 25 | 1500 |
| Bulktrk Driver | | | Gel. | 7 | 10 | 167 |
| JOB SERVICE | ES & REMARK | s | Chloride | | 45 | 315 |
| Pumptrk Charge | | 700 | 200 | 3 | | |
| Mileage 72 | 500 | 116 | 7 00 | | | |
| Footage | | | | | | |
| | To | tal 810 | 00 | | | |
| Remarks: | 0 | 10.1 | | | Sales Ta | x |
| (PNOT L | 1/ | | Handling | 236 x / | 99 | 448.40 |
| | | | Mileage | | ck Pek Mile | 415.36 |
| | | | | MPTRE CHO | 4 | 810 00 |
| months of | | | | | Sub Tota | al 010.00 |
| 1 Man | //. | | | | Tota | al Or A |
| - Jana | <u> </u> | | Floating E | Equipment & Plugs ${\cal S}$ | 8 501.0 | 15.00 |
| The state of the s | * | | Squeeze | Manifold | Ribber plu | 9 |
| | | | Rotating I | Head | <u>' </u> | |
| | | | | | | |
| | | | | RECEIV | | 70711 |
| | | ····· | | OCT 1 0 2 | .006 Ta. | |
| X. X. # | (d | | | KCC WIC | Discoun | 1152 185 11 |

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Quality" shall mean Quality Oilwell Cementing, fnc., 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, CUSTOMERS'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.

Phone 785-483-2025 Cell 785-324-1041 Home Office P.O. Box 32 Russell, KS 67665

No. 1047

| Cell 785-324-1041 | | | | | | | |
|--------------------------------|------------|--------------|------------------|--|-----------------------------|---------------------------|---------------------------------------|
| Date 7-18-06 Sec. | Twp. | Range /プ | Calle | ed Out | On Location | Job Start | 18.30 PM |
| Lease / Reilly Well No. / | / | Location | Rug | bor H. | 114N2W | County | State |
| Contractor Shields D | 119 | | | Owner | 1111/25 | | |
| Type Job pradice to An) String | | | You are here | lwell Cementing, Inc. by requested to rent ceme | nting equipment and f | urnish cementer and | |
| Hole Size 7 7 T.D. 3550 | | | | ist owner or contractor to | do work as listed. | <u> </u> | |
| Csg. 4/2 | Depth _ | 354s | <u> </u> | Charge To | Rungardt | Del X | Leasing |
| Tbg. Size | Depth | | | Street | | <u> </u> | |
| Drill Pipe | Depth | | | City | | State | |
| Tool | Depth | | | The above w | as done to satisfaction and | supervision of owner | agent or contractor. |
| Cement Left in Csg. | Shoe Joint | | | | | | |
| Press Max. | Minimum | | | | | 1,000,000,000,000,000,000 | |
| Meas Line | Displace/ | _ | 6,50 | | CI | EMENT 9 | roland |
| Perf. | -016 | <u>'</u> シ | | Amount == | | 500 pt | Jet (1801/8 |
| EQUIPME | NT | | | Ordered | To Edm 1 | en sact | · · · · · · · · · · · · · · · · · · · |
| · No. Cementer | - | 2000 | | Consisting of | 795 10 | 1050 | 126236 |
| Pumptrk Helper No. Driver | | Keith | | Common Ø | | 100 | 200/ |
| Bulktrk Driver No. Driver | | Dank | | Poz. Mix | | | |
| Bulktrk Driver | <u> </u> | | | Gel. | | | |
| JOB SERVICE | S & REMARK | (S | _ | Chloride | | | • |
| Described Channe | | 1635 | 000 | Fact | - 5/0 | 100 | 459001 |
| Pumptrk Charge Mileage | 50 | 116 |) 99 | 500 | gal mud al | par 48 | 75000 |
| Footage | | | | • | | 126 | 9 |
| | To | otal | | | | | |
| Remarks: Dhy man | sé po | 10 10 | 5/2 | | | Q() Sales Tax | -0110 |
| - Rot hole | 15 | 5/c | | Handling | 26 2/ | | 6/92 |
| Cent on 1,4 | 171 | 0 11 | 12- | Mileage | + persk per | mile | 57376 |
| 13,14 | | | | / | Pump: | Sub Total | 1160,00 |
| mixed 500 | and 1 | nud C | 1/000 | Floating Equi | oment & Plugs 42 | Kubber Ni | 4500 |
| 48 followed jut 250 sk | | | Squeeze Manifold | | | | |
| 1 1 1 0 | Wa T | 1200 | 051 | Rotating Head | d | 522 | 1///02 |
| | 10 | | , , , | 8 1 | ube Centr | ilizer, EA | 7/0- |
| floor held | | | 16. | Dr Choc | | 1200 | |
| | | | | IDE | a Trosport | * | 200- |
| - | | | | | RECEIVED | Tax | |
| X ~ ~ | 1/2 | | | | OCT 1 0 2006 | Discount | |
| Signature Vina | 1 | <u>مىرە.</u> | 4 | · la | CC WICHITA | Total Charge | 7586.72 |
| | | Kuran a | | 7 | A AL A VVII ATTILLEM | | |

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, CUSTOMERS'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.