KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

SEP 24 2010

June 2009

Form Must Be Typed

, OIL & GAS CONSI	SEP 24 2010 Form Must Be Typed
	ETION FORM All blanks must be Signed All blanks must be Filled PTION OF WELL & LEASEC WICHITA
OPERATOR: License # 32948	API No. 15 - 163-23872 -0000
Name: Tomlinson Operating, LLC	Spot Description:
Address 1:7154 W State St. PMB 302	SW_SE_NW_SW Sec. 32 Twp. 10 S. R. 20 East West
Address 2:	1,600 Feet from North / South Line of Section
City: Boise State: ID Zip: 83714 +	750 Feet from ☐ East / ☑ West Line of Section
Contact Person: Sid Tomlinson	Footages Calculated from Nearest Outside Section Corner:
Phone: (208) 229-1937	□NE □NW □SE ☑SW
CONTRACTOR: License #_ 33350	County: Rooks
Name: Southwind Drilling, Inc.	Lease Name: Keller B Well #: 1
Wellsite Geologist: Robert Milford	Field Name: Trico
Purchaser: NCRA	Producing Formation: Arbuckle
Designate Type of Completion:	Elevation: Ground: 2114 Kelly Bushing: 2123
✓ New Well Re-Entry Workover	Total Depth: 3800 Plug Back Total Depth: 3750
✓ Oil ☐ wsw ☐ swb ☐ slow	Amount of Surface Pipe Set and Cemented at: 324 Feet
Gas D&A ENHR SIGW	Multiple Stage Cementing Collar Used? ✓ Yes No
☐ OG ☐ GSW ☐ Temp. Abd.	If yes, show depth set: 1583 Feet
CM (Coal Bed Methane)	If Alternate II completion, cement circulated from: 1583
Cathodic Other (Core, Expl., etc.):	feet depth to: surface w/ 225 sx cmt.
If Workover/Re-entry: Old Well Info as follows:	
Operator:	Drilling Fluid Management Plan
Well Name:	(Data must be collected from the Reserve Pit)
Original Comp. Date: Original Total Depth:	Chloride content: 68,000 ppm Fluid volume: 400 bbls
☐ Deepening ☐ Re-perf. ☐ Conv. to ENHR ☐ Conv. to SWD	Dewatering method used: evaporation
Conv. to GSW	
Plug Back: Plug Back Total Depth	Location of fluid disposal if hauled offsite:
Commingled Permit #:	Operator Name:
☐ Dual Completion Permit #:	Lease Name: License #:
ENHR Permit #:	QuarterSecTwpS. R East West
GSW Permit #:	County: Permit #:
6-18-2010 6-27-10 8-03-2010	
Spud Date or Date Reached TD Completion Date or Recompletion Date	
of side two of this form will be held confidential for a period of 12 months if rec	onversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information quested in writing and submitted with the form (see rule 82-3-107 for confiden- ell report shall be attached with this form. ALL CEMENTING TICKETS MUST
AFFIDAVIT	KCC Office Use ONLY
am the affiant and I hereby certify that all requirements of the statutes, rules and	1

lations 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.

Signature: Sid Jours	luseur	
Title: Member	Date: <u>9/21/2</u>	2010

KCC Office Use ONLY
Letter of Confidentiality Received
Date:
Gonfidential Release Date:
Wireline Log Received
Geologist Report Received
UIC Distribution
ALT I III Approved by: Date: 427110

Operator Name: 101	mlinson Operatin	g, LLC		Lease	Name: _	Keller B		_ Well #: 1 _		
Sec. 32 Twp. 10	s. R. <u>20</u>	East	✓ West	Count	y: Rool	(S				
INSTRUCTIONS: Shitime tool open and clorecovery, and flow ratiline Logs surveyed. A	osed, flowing and shu es if gas to surface to	t-in press st, along	ures, whether s with final chart(hut-in pre	ssure rea	ched static level	, hydrostatic pres	sures, bottom	hole temp	erature, fluid
Drill Stem Tests Taker		⊘ Y	es No		 ✓L	og Formatio	n (Top), Depth ar	nd Datum		Sample
(Attach Additional s Samples Sent to Geo	·	 ✓Y	es 🗌 No		Nam			Top 1575		Datum 548
Cores Taken Electric Log Run Electric Log Submitte	d Electronically	 ✓ Y	☐ Yes		Topek	a		3154 3356		-1031 -1233
(If no, Submit Copy List All E. Logs Run:	<i>)</i>	_	_		1	Kansas City		3396 3617	-1	273 494
Log-Tech: Dual porosity, and mi	•	•	ensated		Arbud TD	kle		3686 3795		563 672
		Rep		RECORD conductor, s	☐ Ne	ew Used ermediate, product	ion, etc.			
Purpose of String	Size Hole Drilled	Si	ze Casing t (In O.D.)	We	ight ./Ft.	Setting Depth	Type of Cement	# Sacks Used		and Percent additives
Surface	12 1/4	8 5/8		23		324	common	225	2%gel	, 3% CaCl
Production	7 7/8	5 1/2	,, w	15.50		3794	common	150	10% s	alt
			ADDITIONAL	CEMENT	ING / SQL	JEEZE RECORD				
Purpose: Perforate	Depth Top Bottom	Type of Cement # Sack			s Used Type and Percent Additives					
Protect Casing Plug Back TD Plug Off Zone	3686-3706	commo	n ·	60						
Shots Per Foot			RD - Bridge Plug Each Interval Per				cture, Shot, Cemen		rd	Depth
4	3690-3696					350 gals 15		CEIVED		3690-96
							SEP	2 4 2010		
							KCC	WICHITA	1	
TUBING RECORD:	Size:	Set At:		Packer /	At:	Liner Run:				
	2 7/8 Production, SWD or EN	3747 HR.	Producing Met	hod:		Į Į	Yes ✓ No			
8-04-2010			Flowing	✓ Pumpi			Other (Explain)			
Estimated Production Per 24 Hours	Oil 20	Bbls.	Gas	Mcf	Wat (bls.	Gas-Oil Ratio		Gravity 32
DISPOSITION	ON OF GAS:		ħ	METHOD O	F COMPLE	ETION:		PRODUCTI	ON INTER	VAL:
☐ Vented ☐ Sold	Used on Lease		Open Hole [s	Perf.	Dually (Submit		mmingled 3	690-3696	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	

Tomlinson Operating, LLC 7154 W. State Street, PMB 302 Boise, ID 83714

SID TOMLINSON CYNDA TOMLINSON 208-229-1937 tomlinson.operating@gmail.com

KELLER 'B' #1

S/2 NW SW (1600' FSL & 750' FWL) Sec. 32-10-20W, Rooks Co., Kansas

API #15-163-23872-00-00

Elevations: KB 2123 ' Ground 2114'

6-17-10 Moving in & rigging up Southwind rig #2.

6-18 TD 325'. Preparing to run surface casing. Spud 7:40 AM today.

6-19 TD 1298', pulling plugged bit. Ran 11 jts. (315') new 8 5/8", 23#casing and set 1' off bottom at 324'. Quality cemented with 225 sacks common + 2% gel + 3% CaCl. Plug down 1:30 PM on 18th. Cement circulated to surface. Waited 8 hours for cement to set.

6-20 Drilling at 2155'. Anhydrite 1579'-1626'. Anhydrite top (+544).

6-21 Drilling at 2730'.

6-22 TD 3194. Making short trip for DST #1.

6-23 Drilling at 3410'. Ran DST #1, Topeka 30' zone.

6-24 TD 3570', circulating for samples. Ran DST #2 Lansing E/F zones.

6-25 TD 3625'. going in hole to drill after DST #4.

6-26 TD 3715, preparing to run DST #6.

6-27 TD 3800'. Laying down drill pipe to run 5 2" casing.

6-28-10 Waiting on cement. Ran 85 jts. (3783') new 5 1/2", 15.5#, API J-55 casing and set at 3794'. Port collar @ 1583'. Quality cemented with 150 sacks common + 10% salt. Ran 500 gallons Mud Flush ahead of cement. Job complete 12:30 PM on 27th.

Deviation surveys: 1 degree @325', 1 degree @ 1298', 1 1/4 degree @ 3194', 3/4 degree @ 3800'.

Drill Stem Tests:

6-22-10 **DST #1 3175-3194 (Topeka 30' zone).** 30/30/30/30

Recovered 10' oil spotted mud.

IFP 15-19 FFP 20-21 SIP 756-703 psi

6-23-10 **DST #2 3468-3492 (Lansing E/F zones)** 30/45/60/60

Recovered 200'total fluid: 50' slightly gassy oil (38 gravity) and 30' slightly water cut mud(95% mud), and 120' slightly mud cut water(85% water, 95,000 PPM chlorides). IFP 24-54 FFP 60-109 SIP 709-702 psi

6-24-10 **DST #3 3520-3570 (Lansing H/I zones)** 30/30/30/30

Recovered 10' sli oil and water cut mud(90% mud).

IFP 18-24 FFP 12-20 SIP 106-77 psi.

6-25-10 **DST #4 3566-3625 (Lansing J/K zones).** 30/30/30/30

Recovered 15' sli oil cut mud (90% mud).

IFP 18-20 FFP 20-22 SIP 159-56 PSI

DST #5 3618-3699 (6' into Arbuckle) 30/45/60/60 Recovered 150' total fluid: 75' free oil (39 gravity) + 75' mud cut oil.

IFP 22-45 FFP 46-80 SIP 1046 -1005

6-26-10 **DST #6 3699-3715 (22' into Arbuckle)** 30/45/60/60

Recovered 90' gas in pipe & 580' total fluid: 520' gassy oil (36 gravity) & 60' gassy mud cut oil (50% oil).

IFP 26-101 FFP 107-238 SIP 1157-1139 psi.

RECEIVED

SEP 2 4 2010

KCC WICHITA

QUALITY OILWELL CEMENTING, INC.

Phone 785-483-2025 Cell 785-324-1041	Н	Home Office P.O. Box 32 Russell, KS 67665 No. 4								
Date 7-9-10	c. Twp.	Range	RO	County OVS	State K.S	On Location	Finish 10:31Am			
Lease Keller 'B'	Well No.	1	Location	on& 115	NtOCL L	~ to 1st curve	TUTE UNK			
	vell			Owner		<u></u>	je d			
Type Job Port Collar				To Quality	Oilwell Cementing,	Inc. ent cementing equipme	ent and furnish			
Hole Size	T.D.			cementer a	and helper to assist	owner or contractor to	do work as listed.			
csg. 5/2	Depth			Charge 5:2 Tomlinson Operating LLC						
Tbg. Size 2/2	Depth			Street		<i></i>	J			
Tool	Depth			City		State				
Cement Left in Csg.	Shoe Jo	oint		The above	was done to satisfaction	on and supervision of own	6 .			
Meas Line	Displace	. 8 1/4 bt	<u>)</u>	Cement Ar	mount Ordered 40	00 % Bbgel	1416 Floseal			
	JIPMENT			Used	230	·				
Pumptrk 5 No. Cementer-Helper	Bran	90N3		Common	138	to a fee or a see assuming alternative to				
Bulktrk 1 No. Driver Driver	ROCK	Y 3		Poz. Mix	92					
Bulktrk No. Driver Driver	DAVE	3		Gel.	12					
JOB SERVIC	ES & REMA	RKS		Calcium						
Remarks:	• .			Hulls			·			
Rat Hole				Salt .						
Mouse Hole	:			Flowseal	100#					
Centralizers				Kol-Seal						
Baskets				Mud CLR	48					
D/V or Port Collar @ 1	583′	•		CFL-117 o	r CD110 CAF 38					
_	- 11 July 1980			Sand						
Breswed Lu	1160	2800)	Q\$[Handling	412					
	1/2			Mileage	33					
F Held Ope	Neil 10	00/ <i>DU</i>	MPG		FLOAT EQU	PMENT	· · · · · · · · · · · · · · · · · · ·			
and out lis	MX	00 1230		Guide Sho	e					
TK & CICCA	nent to	2 Curto	oe_	Centralize	<u> </u>					
				Baskets						
Clased tool	hedied	11 DEQ){b/	AFU Inser	tš	<u> </u>				
+ Neldi Kas	15 Tt	1 × was	<u> </u>	Float Shoe)	<u> </u>				
CRON				Latch Dow	/n		7			
	<i>1.</i>						RECEIVED			
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	···	<u> </u>		Mileage		KC(CWICHITA			
						Ta	ıx			
		1 < 1		1		Discou	nt .			
X Signature Verry	WE	resher	2]	•	Total Charg	je			

QUALITY OILWELL CEMENTING, INC.

Phone 785-483-2025 Cell 785-324-1041	t the Control of the Control	Н	ome Office	P.O. B	ox 32 Ru/	rsell, KS 67665	<u>N</u>	10. 4104
	Sec.	Twp.	Range		County	State	On Location	Finish
Date 6-27-10	32	10	20	Ka	ots.	Kansas		12:30FM
Lease Roller	V	/ell No.	B-1_	Location	on Fllix	1. to (Line 21	TEN Fint
Contractor Soud win	rd 7	Prilli	inc XIO	2	Owner			
Type Job Production	5	omo	2 .0		To Quality O	ilwell Cementing, In	1C.	nont and formink
Hole Size		T.Ø.T	3800		cementer an	id helper to assist o	nt cementing equipnowner or contractor to	o do work as listed.
1	50%	Depth	3797		Charge	m linson C	Sperative	
Tbg. Size		Depth			Street			•
Tool Port Collac		Depth	1583		City		State	
Cement Left in Csg. 40)\	Shoe Jo	oint 401		The above wa	as done to satisfaction	and supervision of ow	vner agent or contractor.
Meas Line		Displac	e 89±7	321	Cement Amo	ount Ordered	20 Com 10	0%5aH
· ·	QUIPM	IENT			3/20/	of Mus (Char-48	
Pumptrk No. Cement	ter S	kove		<u> </u>	Common	20	, jear	
Bulktrk No. Driver	Ba	motor			Poz. Mix			
Bulktrk No. Driver	15	(0			Gel.	1	1 6	
JOB SER	VICES	& REMA	RKS		Calcium	(Yron	duction	Carry
Remarks:					Hulls			
Rat Hole 30st					Salt 22			
Mouse Hole 2054	. :			١, ،	Flowseal			·
Centralizers / 3.5	/3,	14 9	49		Kol-Seal			
Baskets 50		4			Mud CLR 48	500 gal		
D/V or Port Collar					CFL-117 or (CD110 CAF 38		
	ļ -	1000			Sand			
30 sx Post Ho	Je_				Handling 2	22		·
20 5× Mouse 19	o ke				Mileage			<i>9991</i>
						FLOAT EQUIP	MENT	
land plug @ 1	120c	<i>)(S</i>)			Guide Shoe			
		/			Centralizer (6		
Float Hold					Baskets /	· · · · · · · · · · · · · · · · · · ·	×	RECEIVED
	- 8 4				AFU Inserts			POLIVED
					Float Shoe	4		SEP 2 4 2010
	***				Latch Down	1	K	CC MICHA
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A DATE					Pumptrk Cha	irge Woll /	ong String	
Must					Mileage 3	3 //		
								ax
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Signature / OUY U		red	res		er verse e î.		Total Char	ge

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 CUS-TOMER.

- 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 QUAL-ITY, 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

ewner, 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.

- Mala Balanda, and has been been been the consideration and a consideration of consideration of a consideration of the consideration o

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 CUS-TOMER 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 employ**ees**.

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 QUALI-TY, 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 6766	No.	4045
	Sec. Twp.	Range	County	State	On Location	Finish
Date (18-10 3	2 10	20	Reak	Kansas		1:30 pm
ease Roller	Well No.	B-1	Location F	Vis N. telo.	line Iw to	Frut
Contractor Sarahan	d Dil	line Pia	Owner		- 21	
Type Job Surface	1	77 /27	To Qua	ality Oilwell Cementing,	Inc. rent cementing equipment	and furnish
Hole Size 124	T.D.	325	cemer	iter and helper to assist	owner or contractor to do	work as listed
Csg. 85 27	Depth	325	Charg To	Sid Tomb	nson	
Tbg. Size	Depth)	Street	7/54 IN St	te St PMB.	302
Tool	Depth	1	City	Boise	State II 8.	37/4
Cement Left in Csg. 16-	Shoe	Joint		7	on and supervision of owner	agent or contract
Meas Line	Displa	ace 1931		nt Amount Ordered		ACC
	QUIPMENT	7 (+ +	2%	ful		
Pumptrk A No. Cemente Helper	The	3	Comm	non 225		
Bulktrk No. Driver Driver	Dave	3	Poz. N	/lix		
Bulktrk No. Driver Driver	156	1	Gel.	4		
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Remarks:			Hulls			
Rat Hole			Salt			
Mouse Hole	. :		Flows	eal		
Centralizers			Kol-Se	eal		
Baskets			Mud C	CLR 48		
D/V or Port Collar			CFL-1	17 or CD110 CAF 38		
	-/400		Sand		×	
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ament O	lyl [1 Culate	Milea	- 		
				FLOAT EQU	IPMENT	.
			Guide	Shoe		
			Centra		R	CEIVED -
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			AFU	nserts		
			Float	Shoe	KCC	WICHITA
1			Latch	Down		»F»
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		1	Hary	P. A	Tax	
711-				_LISSOT)	Discount	
X Signature ////////////////////////////////////	n A	and.	_		Total Charge	

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- (A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:

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- (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 and action and action of the fluids and action and action of the fluids and action and action or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids and action action and action or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids and action in cements caused by contamination of water or other fluids. Action of 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:

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- (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.