

ORIGINAL

PURCHASE ORDER

15-165-00210-00-00

CORR

J. M. HUBER CORPORATION

Drawer 831 • Telephone 328

BORGER, TEXAS

No. 54849

PURCHASE ORDER NUMBER
MUST APPEAR ON ALL
INVOICES, PACKAGES AND
CORRESPONDENCE.

PRODUCERS OF

CARBON BLACK
GAS AND OIL
PRINTING INKS
KAOLIN CLAY

Date 5 - 26 1949

SHIP TO: J. M. HUBER CORPORATION

Pratt, Kansas.

State Corporation Commission
Conservation Division
800 Bitting Building
Wichita, Kansas.

VIA _____

SUBJECT TO TERMS AND CONDITIONS ON THIS AND REVERSE SIDE HEREOF

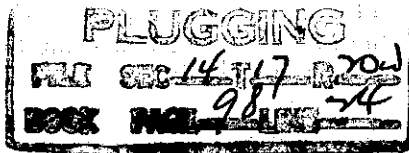
F.O.B. _____ TERMS _____

5-24-49

PLUGGING

Derr Well No. 1.
NE NE SW 14-17-20W
File No. 98-24

\$25.00



Conf. Inv.
File #98-24

RECEIVED

JUN - 3 1949

STATE CORPORATION
COMMISSION
KANSAS

IMPORTANT. . . INVOICES MUST BE MAILED
IN QUADRUPLICATE TO BORGER, TEXAS.

J. M. HUBER CORPORATION

By *W. L. Walker, Jr.*
W. L. Walker, Jr.

No. 54849

CONDITIONS OF PURCHASE

Seller by accepting this order agrees to the following conditions of purchase:

1. Buyer recognizes that Seller may, for operating convenience, desire to utilize its own sales form in acknowledging this order, or otherwise acknowledge it than by simple acceptance. Regardless of the form in which this purchase order may be accepted, Seller agrees that any provisions in the form of acceptance used, which modify, conflict with or contradict any provision of this order, shall be deemed to be waived, and that the provisions of this order constitute the whole contract between the parties.

2. If terms of this order do not appear on or agree with Seller's invoice as rendered Seller agrees that Buyer may change invoice to conform to this order and make payment accordingly.

3. The Seller warrants that goods subject to this order shall conform to specifications, if any, and shall be free from defect in workmanship and material. All such goods shall be subject to inspection and to rejection for breach of warranty by the Buyer within a reasonable time after receipt. The signature of our Receiving Department is for count of original packages only and not for correct weight or count, quality or condition of content. The Seller shall not replace defective goods without the prior written consent of the Buyer.

4. The failure of any goods delivered hereunder to meet the quality herein specified or, except to the extent provided in Paragraph 5 hereof, the failure of the Seller to make any delivery in the quantity or within the time specified or to comply with any of the other terms and conditions hereof shall, at the Buyer's option, relieve Buyer of any obligation to accept such goods or undelivered part thereof and upon any such failure Buyer may place a purchase order elsewhere for an equal or less quantity of goods of the same or substantially equal quality and charge Seller with any loss so incurred. Any failure of Buyer to exercise such option with respect to any portion of this order shall not constitute a waiver with respect to any undelivered installments.

5. In the event of war, fire, flood, accidents, labor troubles, Government act, order or regulation or any other cause or condition beyond the reasonable control of either party hereto, whether similar to the foregoing or not, interfering with production, transportation or use of the goods specified herein, the parties hereto shall be excused from performance hereunder proportionately as Seller's ability to produce or deliver or Buyer's ability to receive or use is reduced by such cause or condition, taking into consideration, however, Seller's stock on hand and its total obligations to make deliveries or Buyer's stock on hand and its total obligations to receive deliveries of goods of the same or substantially equal quality, as the case may be.

6. Seller will give Buyer the benefit of any price declines to actual time of shipment, except that should Buyer permit shipment to be made before specified shipping date, Buyer shall have advantage of lower prices which occur before specified shipping date.

7. Seller agrees to pack goods covered by this purchase order to comply with I.C.C. regulations and, if for export, to comply with latest Steamship Requirements.

8. Whenever Seller shall, by virtue hereof, have in its possession property of Buyer, Seller shall be deemed an insurer thereof and shall be responsible for its safe delivery to Buyer.

9. Seller certifies that all goods delivered under this contract have been produced in compliance with the Federal Wage and Hour Law (Fair Labor Standards Act of 1938).

10. The within contract or purchase order and these conditions contain the entire agreement between the Buyer and the Seller and there are no prior or contemporaneous, oral or written understandings or agreements binding on the Buyer affecting the subject-matter of the within order other than those expressly referred to therein. No agreement or other understanding in any way modifying the conditions of the contract resulting from the acceptance of the within order will be binding upon the Buyer unless made in writing and signed by its authorized representative.

It is requested that Seller show Buyer's purchase order number on acknowledgment, invoices and in all correspondence relative to order. It is also re-

quested that Seller mark each package clearly with Buyer's purchase order number, in all cases where it is practical to do so.