

Confidentiality Requested:

Yes No

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form ACO-1

January 2018

Form must be Typed

Form must be Signed

All blanks must be Filled

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

Phone: (_____) _____

CONTRACTOR: License # _____

Name: _____

Wellsite Geologist: _____

Purchaser: _____

Designate Type of Completion:

New Well Re-Entry Workover

Oil WSW SWD

Gas DH EOR

OG GSW

CM (Coal Bed Methane)

Cathodic Other (Core, Expl., etc.): _____

If Workover/Re-entry: Old Well Info as follows:

Operator: _____

Well Name: _____

Original Comp. Date: _____ Original Total Depth: _____

Deepening Re-perf. Conv. to EOR Conv. to SWD

Plug Back Liner Conv. to GSW Conv. to Producer

Commingled Permit #: _____

Dual Completion Permit #: _____

SWD Permit #: _____

EOR Permit #: _____

GSW Permit #: _____

Spud Date or Date Reached TD Completion Date or Recompletion Date

API No.: _____

Spot Description: _____

_____ - _____ - _____ Sec. _____ Twp. _____ S. R. _____ East West

_____ Feet from North / South Line of Section

_____ Feet from East / West Line of Section

Footages Calculated from Nearest Outside Section Corner:

NE NW SE SW

GPS Location: Lat: _____, Long: _____
(e.g. xx.xxxxx) (e.g. -xxx.xxxxx)

Datum: NAD27 NAD83 WGS84

County: _____

Lease Name: _____ Well #: _____

Field Name: _____

Producing Formation: _____

Elevation: Ground: _____ Kelly Bushing: _____

Total Vertical Depth: _____ Plug Back Total Depth: _____

Amount of Surface Pipe Set and Cemented at: _____ Feet

Multiple Stage Cementing Collar Used? Yes No

If yes, show depth set: _____ Feet

If Alternate II completion, cement circulated from: _____

feet depth to: _____ w/ _____ sx cmt.

Drilling Fluid Management Plan

(Data must be collected from the Reserve Pit)

Chloride content: _____ ppm Fluid volume: _____ bbls

Dewatering method used: _____

Location of fluid disposal if hauled offsite:

Operator Name: _____

Lease Name: _____ License #: _____

Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West

County: _____ Permit #: _____

AFFIDAVIT

I am the affiant and I hereby certify that all requirements of the statutes, rules and regulations 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.

Submitted Electronically

KCC Office Use ONLY

Confidentiality Requested

Date: _____

Confidential Release Date: _____

Wireline Log Received Drill Stem Tests Received

Geologist Report / Mud Logs Received

UIC Distribution

ALT I II III Approved by: _____ Date: _____

Operator Name: _____ Lease Name: _____ Well #: _____

Sec. _____ Twp. _____ S. R. _____ East West County: _____

INSTRUCTIONS: Show important tops of formations penetrated. Detail all cores. Report all final copies of drill stems tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface test, along with final chart(s). Attach extra sheet if more space is needed.

Final Radioactivity Log, Final Logs run to obtain Geophysical Data and Final Electric Logs must be emailed to kcc-well-logs@kcc.ks.gov. Digital electronic log files must be submitted in LAS version 2.0 or newer AND an image file (TIFF or PDF).

Drill Stem Tests Taken <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Attach Additional Sheets)</i> Samples Sent to Geological Survey <input type="checkbox"/> Yes <input type="checkbox"/> No Cores Taken <input type="checkbox"/> Yes <input type="checkbox"/> No Electric Log Run <input type="checkbox"/> Yes <input type="checkbox"/> No Geologist Report / Mud Logs <input type="checkbox"/> Yes <input type="checkbox"/> No List All E. Logs Run:	<input type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample Name Top Datum
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CASING RECORD <input type="checkbox"/> New <input type="checkbox"/> Used							
Report all strings set-conductor, surface, intermediate, production, etc.							
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	# Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate <input type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone				

1. Did you perform a hydraulic fracturing treatment on this well? Yes No *(If No, skip questions 2 and 3)*
2. Does the volume of the total base fluid of the hydraulic fracturing treatment exceed 350,000 gallons? Yes No *(If No, skip question 3)*
3. Was the hydraulic fracturing treatment information submitted to the chemical disclosure registry? Yes No *(If No, fill out Page Three of the ACO-1)*

Date of first Production/Injection or Resumed Production/Injection:	Producing Method: <input type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other <i>(Explain)</i> _____			
Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio Gravity

DISPOSITION OF GAS: <input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease <i>(If vented, Submit ACO-18.)</i>	METHOD OF COMPLETION: <input type="checkbox"/> Open Hole <input type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <i>(Submit ACO-5)</i> <i>(Submit ACO-4)</i>	PRODUCTION INTERVAL: Top Bottom
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Shots Per Foot	Perforation Top	Perforation Bottom	Bridge Plug Type	Bridge Plug Set At	Acid, Fracture, Shot, Cementing Squeeze Record <i>(Amount and Kind of Material Used)</i>

TUBING RECORD:	Size:	Set At:	Packer At:	
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416 Main Street
 P.O. Box 225
 Victoria, KS 67671
 Office (785) 639-3949
 24 Hour Service Line (785) 639-7269

03

Invoice

Date	Invoice #
4/18/2024	1219

Please Pay from this Invoice:
 Remit Payment to:
 416 Main Street PO BOX 225
 Victoria, KS 67671
 Billing Questions Call Tianna at
 (785) 639-3949
 Email: franksoilfield@yahoo.com

KCC License Number
 35469

Bill To
Patterson Energy, LLC PO Box 400 Hays, KS 67601-0400

County/State	Lease/Well#	Terms	Job Type
Graham County, KS	Flora Barry #1	Net 30	Surface

Description	Quantity	Rate	Amount
Pump Charge	1	950.00	950.00
Mileage	55	6.50	357.50
9.21 tons at 55 miles	506.55	1.50	759.83
80/20 3%CC 2% Gel	190	20.95	3,980.50T
Discount		-302.39	-302.39

Thank you!

Accounts Due Net 10th. 1-1/2% Per Month on all Past Due Accounts. 18% Annual Rate.	Subtotal	\$5,745.44
<i>We appreciate your business and look forward to serving you again!</i>	Sales Tax (7.5%)	\$283.61
	Balance Due	\$6,029.05

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FRANKS Oilfield Service

◆ 815 Main Street Victoria, KS 67671 ◆ 24 Hour Phone (785) 639-7269
 ◆ Office Phone (785) 639-3949 ◆ Email: franksoilfield@yahoo.com

TICKET NUMBER 1219
 LOCATION Hays
 FOREMAN Jack

FIELD TICKET & TREATMENT REPORT CEMENT

DATE	CUSTOMER #	WELL NAME & NUMBER	SECTION	TOWNSHIP	RANGE	COUNTY
4-18-24	34886	Flem Barry #1	24	9	21	Graham

CUSTOMER Patterson Energy LLC		
MAILING ADDRESS PO BOX 400		
CITY Hays	STATE KS	ZIP CODE 67601

TRUCK #	DRIVER	TRUCK #	DRIVER
CK 103	103 ck		
202	ST		

JOB TYPE Surface HOLE SIZE _____ HOLE DEPTH _____ CASING SIZE & WEIGHT 8 7/8" 23#
 CASING DEPTH 39' DRILL PIPE _____ TUBING _____ OTHER _____
 SLURRY WEIGHT 15.2 SLURRY VOL _____ WATER gal/sk _____ CEMENT LEFT in CASING _____
 DISPLACEMENT 18.6 DISPLACEMENT PSI 300 MIX PSI _____ RATE _____

REMARKS: Safety Meeting Set up on Discovers Circulated mud mixed cement & displaced.
 Retrieved cement to pit & shut in

ACCOUNT CODE	QUANTITY or UNITS	DESCRIPTION of SERVICES or PRODUCT	UNIT PRICE	TOTAL
PC002	1	PUMP CHARGE <u>Surface</u>	\$950.00	\$950.00
M001	55	MILEAGE	\$6.50	\$357.50
M002	9.21 tons	<u>Truck mileage delivery</u>	\$759.82	\$759.82
CB007	190 sw	<u>Class A 80/20 3cc 289.11</u>	\$20.95	\$3,980.50
			sub total	\$6,047.82
			less 5% disc.	\$302.39
			sub total	\$5,745.43
			SALES TAX	283.61
			ESTIMATED TOTAL	6029.05

AUTHORIZATION  TITLE _____ DATE _____

I acknowledge that the payment terms, unless specifically amended in writing on the front of the form or in the customer's account records, at our office, and conditions of service on the back of this form are in effect for services identified on this form.



416 Main Street
 P.O. Box 225
 Victoria, KS 67671
 Office (785) 639-3949
 24 Hour Service Line (785) 639-7269

CB

Invoice

Date	Invoice #
4/23/2024	1222

Please Pay from this Invoice.
 Remit Payment to:
 416 Main Street P.O. BOX 225
 Victoria, KS 67671
 Billing Questions-Call Tianna at
 (785) 639-3949
 Email: franksoilfield@yahoo.com

KCC License Number
 35469

Bill To
Patterson Energy, LLC PO Box 400 Hays, KS 67601-0400

County/State	Lease/Well#	Terms	Job Type
Graham County, KS	Flora Barry #1	Net 30	Long String/Port Collar

Description	Quantity	Rate	Amount
Pump Charge	1	950.00	950.00
Mileage	55	6.50	357.50
12.06 tons at 55 miles	663.3	1.50	994.95
5-1/2" Guide Shoe	1	400.00	400.00T
5-1/2" Latchdown Plug & Assembly	1	495.00	495.00T
5-1/2" Turbalizer Centralizers	9	80.00	720.00T
5-1/2" Basket	3	275.00	825.00T
5 1/2 Stop Ring	3	35.00	105.00T
5-1/2" Port Collar	1	2,750.00	2,750.00T
Class A 10% salt, 5 Kolseal	175	27.00	4,725.00T
60/40 4% gel 1/4# floseal	50	16.10	805.00T
Mud Flush	500	1.00	500.00T
KCL	2	30.00	60.00T
Discount		-684.37	-684.37

Thank you!

Accounts Due Net 10th. 1-1/2% Per Month on all Past Due Accounts. 18% Annual Rate.	Subtotal	\$13,003.08
<i>We appreciate your business and look forward to serving you again!</i>	Sales Tax (7.5%)	\$811.18
	Balance Due	\$13,814.26

FRANKS Oilfield Service

◆ 815 Main Street Victoria, KS 67671 ◆ 24 Hour Phone (785) 639-7269
 ◆ Office Phone (785) 639-3949 ◆ Email: franksoilfield@yahoo.com

TICKET NUMBER 1222
 LOCATION Hoxie KS
 FOREMAN Chris K

FIELD TICKET & TREATMENT REPORT CEMENT

DATE	CUSTOMER #	WELL NAME & NUMBER	SECTION	TOWNSHIP	RANGE	COUNTY
4-23-24		Flossy Bony #1	24	9S	21W	Groham
CUSTOMER Peterson Energy			TRUCK # DRIVER TRUCK # DRIVER			
MAILING ADDRESS			103 CEDAR D			
CITY STATE ZIP CODE			301 JOSH T			

JOB TYPE Leasing/Rate HOLE SIZE 7 7/8" HOLE DEPTH 3812' CASING SIZE & WEIGHT 5 1/2' 15.5"
 CASING DEPTH 3810' DRILL PIPE _____ TUBING _____ OTHER _____
 SLURRY WEIGHT 14.8" SLURRY VOL _____ WATER gal/sk _____ CEMENT LEFT in CASING 40.12'
 DISPLACEMENT _____ DISPLACEMENT PSI _____ MIX PSI _____ RATE _____

REMARKS: Safety meeting. Rig up on Discovery Rig #2. Run 5 1/2" casing. Circulate to thin mud.
 Pump 500 gal mud flush 70 bbls KCl. Plug isolate w/ 30 seals. Move hole w/ 20 seals.
 mix 175 seals cement 10% seal. 5" gibbsite. Washup lines. Displace w/ 91 bbls of H₂O
 Load plug-held. Release - held

Thanks!
Chris + crew

ACCOUNT CODE	QUANTITY or UNITS	DESCRIPTION of SERVICES or PRODUCT	UNIT PRICE	TOTAL
PC001	1	PUMP CHARGE	\$950 ⁰⁰	\$950 ⁰⁰
M001	55	MILEAGE	\$65 ⁰⁰	\$357 ⁵⁰
M002	12.06 tons	Ton mileage Delivery	\$994 ⁹⁵	\$994 ⁹⁵
FE03B	1	5 1/2" AFW Guide shoe	\$400 ⁰⁰	\$400 ⁰⁰
FE051	1	5 1/2" latch down + assembly	\$495 ⁰⁰	\$495 ⁰⁰
FE014	9	5 1/2" toolbars	\$80 ⁰⁰	\$720 ⁰⁰
FE022	3	5 1/2" brisles	\$275 ⁰⁰	\$825 ⁰⁰
FE102	3	5 1/2" stopring	\$35 ⁰⁰	\$105 ⁰⁰
FE080	1	5 1/2" part collar	\$2750 ⁰⁰	\$2750 ⁰⁰
CB031	175 seals	Class A 10% seal 5" kalscal	\$27 ⁰⁰	\$4725 ⁰⁰
CB010	50 seals	10/40 4% gel 1/4" glassal	\$16 ¹⁰	\$805 ⁰⁰
CB013	500 gal.	mud flush	\$1 ⁰⁰	\$500 ⁰⁰
CB014	2 gal	KCl	\$30 ⁰⁰	\$60 ⁰⁰
		sub total		\$13,157 ⁴⁵
		less 5% disc.		\$12,599 ³⁷
				\$13,003 ⁰⁸
		SALES TAX		811.18
		ESTIMATED TOTAL		13814.26

AUTHORIZATION [Signature] TITLE _____ DATE _____

I acknowledge that the payment terms, unless specifically amended in writing on the front of the form or in the customer's account records, at our office. and conditions of service on the back of this form are in effect for services identified on this form.

OB



QUALITY OILWELL CEMENTING, INC.
PO Box 32 - 740 West Wichita Ave, Russell KS 67665
Phone:785-324-1041 fax:785-483-1087
Email: cementing@ruraltel.net

Date: 4/26/2024
Invoice # 4070

P.O.#:
Due Date: 5/26/2024
Division: Russell

Invoice

Contact:
PATTERSON ENERGY
Address/Job Location:

PO BOX 400
HAYS KS 67601

Reference:
FLORABARRY 1

Description of Work:
PORT COLLAR JOB

Services / Items Included:	Quantity	Price	Taxable	Item	Quantity	Price	Taxable
Labor		\$ 932.75	No				
Multi Density- 80/20	280	\$ 5,269.09	Yes				
Bulk Truck Matl-Material Service Charge	350	\$ 365.91	No				
Pump Truck Mileage-Job to Nearest Camp	68	\$ 319.91	No				
Premium Gel (Bentonite)	8	\$ 242.55	Yes				
Bulk Truck Mileage- Job to Nearest Bulk Plant	68	\$ 248.82	No				
Flo Seal	100	\$ 209.09	Yes				

Invoice Terms:

Net 30

SubTotal: \$ 7,588.12
Discount Available ONLY if Invoice is Paid & Received within listed terms of invoice: \$ (189.70)

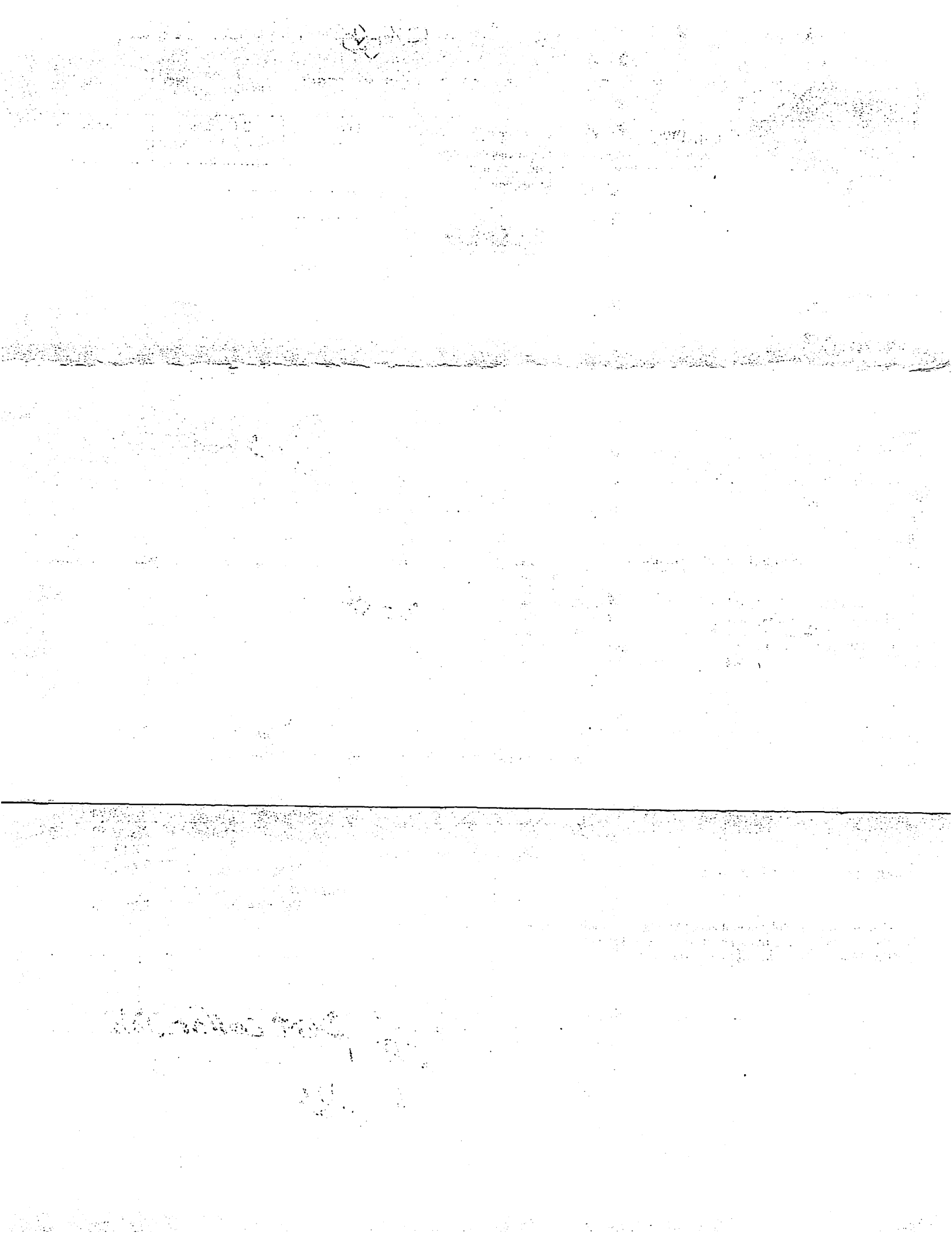
SubTotal for Taxable Items: \$ 5,577.71
SubTotal for Non-Taxable Items: \$ 1,820.71

7.50% Graham County Sales Tax

Total: \$ 7,398.42
Tax: \$ 418.33
Amount Due: \$ 7,816.75
Applied Payments:
Balance Due: \$ 7,816.75

Thank You For Your Business!

Past Due Invoices are subject to a service charge (annual rate of 24%)
This does not include any applicable taxes unless it is listed.
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QUALITY OILWELL CEMENTING, INC.

Federal Tax I.D.# 20-2886107

Phone 785-483-1071
Cell 785-324-1041

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

No. 4070

Date <i>4-26-24</i>	Sec.	Twp.	Range	County <i>Graham</i>	State <i>Ks</i>	On Location	Finish
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Location *Palco 3W N in*

Lease <i>FLORABARRY</i>	Well No. <i>1</i>	Owner 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 <i>Western</i>		
Type Job <i>Port Collar</i>		
Hole Size	T.D.	Charge To <i>Patterson Energy</i>
Csg. <i>5 1/2</i>	Depth	Street
Tbg. Size <i>2 3/4</i>	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 <i>350 @ 970</i>

Meas Line	Displace	<i>800 # Gel</i>
EQUIPMENT		
Pumptrk <i>17</i> No.	Cementer Helper <i>Bill</i>	Common <i>200 # 20 @ msc</i>
Bulktrk No.	Driver <i>NICK</i>	Poz. Mix
Bulktrk <i>21</i> No.	Driver <i>DOUG</i>	Gel. <i>8</i>
		Calcium

JOB SERVICES & REMARKS		Hulls
Remarks:		Salt
Rat Hole		Flowseal <i>100 #</i>
Mouse Hole		Kol-Seal
Centralizers		Mud CLR 48
Baskets		CFL-117 or CD110 CAF 38
D/V or Port Collar		Sand
<i>P.C. C 1722</i>		Handling <i>350</i>
<i>pump 800 # 6e/</i>		Mileage
<i>Centw 280ry</i>		
<i>Cent Rid CIRC</i>		
<i>Test 700 # OC</i>		

FLOAT EQUIPMENT	
	Guide Shoe
	Centralizer
	Baskets
	AFU Inserts
	Float Shoe
	Latch Down

Pumptrk Charge	<i>port collar Job</i>	Tax
Mileage <i>68</i>		Discount
		Total Charge

X Signature *Dally*

Thanks

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.