STATE CORPORATION COMMISSION OF KANSAS OIL & GAS CONSERVATION DIVISION WELL COMPLETION FORM

WELL COMPLETION FORM	County Rawlins
ACO-1 WELL HISTORY DESCRIPTION OF WELL AND LEASE	E
	C -N/2 - NE - SW Sec. 13 Twp. 25 Rge. 36 X W
Operator: License # 6111	Feet from S/N (circle one) Line of Section
Name: N-B Company, Inc.	3300 Feet from E/W (circle one) Line of Section
Address P. O. Box 506	Footages Calculated from Nearest Outside Section Corner: NE, SE, NW or SW (circle one)
City/State/Zip Russell, KS 67665-0506	Lease Name GMT Frisbie Well # 1
Purchaser:	Field Name
Operator Contact Person: Kyle B. Branum	Producing Formation
Phone (913) -483-5345	Elevation: Ground 3300' KB 3305'
	Total Depth <u>4546'</u>
Contractor: Name: Emphasis Oil Operations	Amount of Surface Pipe Set and Cemented at427 Feet
License: 8241	Multiple Stage Cementing Collar Used?YesNo
Wellsite Geologist: Mark Torr	
Designate Type of Completion	If yes, show depth set Feet
X New Well Re-Entry Workover	If Alternate II completion, cement circulated from
OilSUDSIOWTemp. APD 1 5	feet depth to w/ sx cmt.
X Dry Other (Core, WSW, Expl., Cate)	InitiAby Fluid Management Plan ALTH D3A
If Workover/Re-Entry: old well info as follows:	(Data must be collected from the Reserve Pit)
Operator:	Chloride contentppm Fluid volumebbls
Well Name:	Dewatering method used
Comp. DateOld Total Depth	l Location of fluid disposal if hauled offsite:
Deepening Re-perf Conv. to Inj/SWD	Operator Name RELEASED 44
Plug Back PBTD PBTD Commingled Docket No.	Operator Name 478 44
Dual Completion Docket No	Lease NameAPR 2ns 8 No.94
Other (SWD or Inj?) Docket No	Quarter SecTVRNA_OONSERTINGTINE/W
12/21/92 1/4/93 Spud Date Date Reached TD Completion Date	
Perby Building, Wichita, Kansas 67202, within 120 days of Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on 12 months if requested in writing and submitted with the months). One copy of all wireline logs and geologist well in the state of the	be filed with the Kansas Corporation Commission, 200 Colorado f the spud date, recompletion, workover or conversion of a well, side two of this form will be held confidential for a period of a form (see rule 82-3-107 for confidentiality in excess of 12 report shall be attached with this form. ALL CEMENTING TICKETS lls. Submit CP-111 form with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promule with and the statements herein are complete and correct to the statement herein are complete and correct to the statements herein are complete and correct to the statement herein are complete and correct to the statements herein are complete and correct to the statement herein are correct to the statement herein are complete and correc	gated to regulate the oil and pas industry have been fully complied the best of my knowledge.
Signature Say, M. Ton	K.c.c. OFFICE USE SULY
	15-93 F Letter of Confidentiality Attached
Subscribed and sworm to before me this 15th day of a	C Geol od hita Rignest Received
19 93.	Distribution
Hotary Public Mare & Clevar Mass	KCC
Date Commission Expires dug 15+ 1994	(Specify)
ENOTARY DIANE L. CREEVAN VOCC	
DIANE L. CREEVAN VOSS State of Kansas My Appt. Exp. Aug. 1, 1994	Form ACO-1 (7-91)

| API NO. 15- 153-20,794-00

Operator Name <u>N-B</u> Sec. <u>13</u> Twp. <u>2S</u>	ŗ	7	County	D 1		Well #	1		
INSTRUCTIONS: Show interval tested, time hydrostatic pressures, if more space is need.	tool open ar , bottom hole 1	nd closed, flowing a temperature, fluid re	and shut-in pres	sures, wheth	ner shut-in pre	ssure read	hed static level		
Drill Stem Tests Take (Attach Additional		X Yes A No	₩ Log	Formatio	n (Top), Depth	and Datums	Sample		
Samples Sent to Geolo	-	☐ Yes ☑ No	Name Anhydri	Name Top Datum Anhydrite 3185 +120					
Cores Taken		☐ Yes ဩ No	Lansing-	-KC	4245 -	940			
Electric Log Run (Submit Copy.)		X Yes No	Base KC	;	4534 - 4548 -				
List All E.Logs Run:	RA Guard		Keep	confid	lential				
	Report al	CASING RECORD	Li New Xi U		production, et	c.			
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		
Surface	[2 1/4" 8 5/8"		20	427'	common	285	60/40, poz 3% CC, 2% gel		
		ADDITIONA	L CEMENTING/SQUE	EZE RECORD					
Purpose: Perforate Protect Casing Plug Back TD Plug Off Zone	Depth Top Bettom 		#Sacks Used		Type and Percen	t Additive	\$		
Shots Per Foot		RECORD - Bridge P(i ge of Each Interval			Fracture, Shot, d Kind of Hater		peeze Record Depth		
·									
						X.			
TUBING RECORD	Size	Set At	Packer At	Liner Run	☐ Yes ☐	No			
Date of First, Resum	ed Production,	SWD or Inj. Prod	ucing Method F	lowing Pu	mping Gas L	ift 🗆 ot	her (Explain)		
Estimated Production Per 24 Hours	011	Bbis. Gas	Hcf Wate	r Bbls.	Gas-Oil	Ratio	Gravity		
Disposition of Gas: Vented Sold (If vented, sub		.ease Open	Hole Perf.		Comp. Comm		Production Interval		

EMPHASIS OIL OPERATIONS

P. O. BOX 506

RUSSELL, KS 67665

DRILLERS LOG

OPERATOR: N-B Company, Inc.

P. O. Box 506

Russell, KS 67665-0506

CONTRACTOR: Emphasis Oil Operations

Box 506

Russell, KS 67665

LEASE: GMT Frisbie

WELL #1

LOCATION: C N/2 NE SW

Section 13-2S-36W Rawlins County, Kansas

LOGGERS TOTAL DEPTH: 4548'

ROTARY TOTAL DEPTH: 4546'

COMMENCED: 12/21/92

CASING: 8-5/8" @ 427' w/285 sks cement

ELEVATION: 3305' K.B.

COMPLETED: 1/4/93

STATUS: Dry Hole

DEPTHS & FORMATIONS

(All measurements from K.B.)

Dakota Sand	2120'	Topeka	3801'
Shale	2185'	Heebner	4182'
Cedar Hills	3050'	Lasing-Kansas City	4246'
Shale	3085'	Base Kansas City	4534'
Anhydrite	3176'	R.T.D.	4546'
Shale	3223'		

RECEIVED STATE CORPORATION COMMISSION

> 6 1993 IARI

STATE OF KANSAS

) ss

COUNTY OF RUSSELL)

MUN

Kyle B. Branum, of Emphasis Oil Operations, states that the above and foregoing is a true and correct log of the above captioned well, to the best of his knowledge.

Subscribed and sworn to before me on January 5, 1993.

My commission expires: February 6, 1996.

GLENDA R. TIFFIN NOTARY PUBLIC STATE OF KANSAS
MY APPT. EXPIRES 2-6-96

N-B Company GMT Frisbie # 1 C-N/2-NE-SW of Section 13-2S-36W Rawlins County, Kansas

APR 19

CONFIDENTIAL

Drill-stem test data

DST # 1

Interval: 4308-4323 Times: 15-30-45-30

Recovery: 2790' of muddy water and saltwater

SIP: 1235-1235 FP: 594-1235

RELEASED

DST # 2

Interval: 4382-4419 Times: 15-30-45-30

Recovery: 2040' of muddy water and saltwater

SIP: 1272-1241 FP: 410-924 FROM CONFIDENTIAL

APR 2 8 1994

DST # 3

Interval: 4428-4460

Times: 30-30

Recovery: 5' drilling mud

Gary M. Toy

SIP: 166 FP: 28-28

KEEP ALL WELL INFORMATION CONFIDENTIAL FOR A PERIOD OF 12 MONTHS.

Gary M. Torr N-B Company

RECEIVED STATE CORPORATION COMMISSION

APR 1 9 1993

CONSERVATION DIVISION Wichita, Kansas

Phone Plainville 913-434-2812 Phone Ness City 913-798-3843

Eugh.

ALLIED CEMENTING CO., INC.

5088

100	no	me Uttice P	. U. BOX 3 I			Russell, Ruilsus V/ VVJ		* *
	Sec.	ľwp.	Range	Ca	lled Out	On Location	Job Start	Finish
Date 12-22-92	2 43	2	36	1:3	Ogm	5:30am	8:00 am	8,30gm
Lease Fr'2	Well No.	1	Location	Mª Don	ald 7N-	-3E-125-Ento	Rawlins	State
Contractor Emph	asis #8				Owner //	Mark Torr		
	red			.	You are he	Cementing Co., Inc. ereby requested to rent co	ementing equipment and	furnish
Hole Size 12%	1	T.D.	43KBR 1	y NTH	cementer as	nd helper to assist owne	r or contractor to do w	ork as listed.
Csg. 85/8	24#	Depth	43ABR 1 48ONFI	DEM	Charge To	Tark Torr		
Tbg. Size		Depth			Street &		55	70-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1
Drill Pipe		Depth			City St	moleton	State Compa	as 67469
Tool		Depth				vas done to satisfaction a		
Cement Left in Csg.	2015	Shoe Join	nt		Purchase Or	der No.		
Press Max.		Minimum	1		x Accel	15.60		
Meas Line		Displace	2614	Bbls	- Mark		EMENT	
Perf.					Amount			· /
EQUIPMENT			Ordered 285 sk 60/40 lo2 3200 22 Gel					
					Consisting		35	1085 6
No.	Cementer		12		Poz. Mix		65	30 S 70
Pumptrk 6463	Helper	Tel	<i>m</i>		Gel.	500 /65 W 1	5/c	NIC
No.	Cementer				Chloride	Balls 85ha @	2100	168 =
Pumptrk	Helper	— _	L A		Quickset			
2752	Driver	رد	teve A		-			
Bulktrk Sulktrk	Driver				-		Sales Tax	
					Handling	0 100	<u>La</u>	2850
DEPTH of Job	427			ŧ	Mileage	4010	Mile	62700
	1/8 Surface	Plus	13	8000	165	30/30/		02.0
		00		42 00	5		Sub Total	
	1.858 F	of a			-			
	tor IV	Sub '		10 50	Floating E	anisment	Total	24679
		Т	ax		Troating D		74 ps	
	L.		Total 5	3200		STATE	RECEIVED	৩ ল
Remarks:	ement - Rel					RELEASED	COMMISS	<i>l</i> ON
To Within 1	Remarks: Mix Cement - Release Plus & Displace To Within 15ft from Bottom					4	IPR 1 9 1993	
Cemen	211	irca la	te		Α	APR 2 8 1994 COAS	ERVATION DIVISION	
		and the second s			FROM	CONFIDENTIA	ronna. Kansas	

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Allied" shall mean Allied Cementing Co., Inc., and "Customer" shall refer to party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of 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 "ALLIED" 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 "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED 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 terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited

to, a reasonable sum as and for attorney's fees:

—PRICES AND TAXES: All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'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 ALLIED shall be added to the quoted prices charged to CUSTOMER.

—TOWING CHARGES: ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED 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 ALLIED, 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 ALLIED for the expenses incurred by ALLIED as a result of the cancellation.

-DEADHAUL CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'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. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED 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 ALLIED, 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 ALLIED'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 ALLIED or its employees.
- 2. With respect to any of ALLIED'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 ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.

3. ALLIED 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. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and work-manship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'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 ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED 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 ALLIED 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 construed as a warranty by ALLIED 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 ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.

(C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

JARTMERFEROGRADIS

ALLIED CEMENTING CO., INC.

4088

i I lau l	, H	ome Office P. O. Box	c 31	•	Kussell, Kansas 0/00	3		
New	_ 000.	ſwp. Rang	J-	lled Out	On Location	Job Start	Finish 1,301m	
Date /- 3 - 9	73 13	2 34		PIN	9:00PM	County		
Lease Frizz De	e Well No.		ocation ///CL	Donald	01/036	Kawliws	State	
Contractor Em Oh	asis Dry	Rig 8		Owner	546			
Type Job Dlug					To Allied Cementing Co., Inc. You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as listed.			
Hole Size	778	T.D. 454	16		Mark T	- 9		
Csg.		Depth		Charge To	A Constitution of the Cons	e O		
Tbg. Size		Depth		Street	P 102 Box	59		
Drill Pipe		Depth	}	City Stockton State Kan 67669				
Tool	_	Depth APR 1	-AITIAL	The above contractor.	was done to satisfaction	and supervision of owner	r agent or	
Cement Left in Csg		Shoe Join FIT	DEW	Purchase O	rder, No.		•	
Press Max.		Minimum		x A	do K. La			
Meas Line Displace					· · · · · · · · · · · · · · · · · · ·	CEMENT		
Perf.				Amount	10060			
				Ordered	19040 68	gel 2 He	ruseof	
	EQUIPM	ENT		Consisting	g of		,	
Hays No.	Cementer	Na	. 0	Common	114	6.35	723,90	
. 157	Helper	ma	6	Poz. Mix	<u> 74 </u>	3.45	201.40	
Pumptrk / 55 No.				Gel. Chloride		6,75	47.25	
Pumptrk	Helper			Quickset				
2029	Driver	Ste	ve	F	10 Seal 50	2# 100	50,00	
Bulktrk //a 45				-		Sales Tax		
Bulktrk /	Driver			_			100	
<u> </u>				Handling		1,00	190,00	
DEPTH of Job				Mileage ៵	55 m	.04	418.00	
Reference:	Dump tile	chy	380 00	1		Sub Total	1630,5	
6	Jefer mily	0 55m	110.00	-				
	Dlug		21.00	_		Total		
	<i>*</i>	Sub Total Tax	511.00	Floating	Equipment			
		Total			RE	LEASED		
Remarks:	55K 0	3/25						
10	sk 0	2455			APF	2 8 1994		
40	15h 0	475			FROM C	ONFIDENTIAL		
	10 0 40	of plug						
	1011	7/						

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Allied" shall mean Allied Cementing Co., 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 "ALLIED" 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 "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED 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 terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited

to, a reasonable sum as and for attorney's fees:

—PRICES AND TAXES: All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'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 ALLIED shall be added to the quoted prices charged to CUSTOMER.

—TOWING CHARGES: ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED 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 ALLIED, 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 ALLIED for the expenses incurred by ALLIED as a result of the cancellation.

-DEADHAUL CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'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. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED 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 ALLIED, 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 ALLIED'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 ALLIED or its employees.

2. With respect to any of ALLIED'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 ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.

3. ALLIED 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. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and work-manship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'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 ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED 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 ALLIED 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 construed as a warranty by ALLIED 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 ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.

(C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

SOM CONFIDENTIAL