

ORIGINAL

SIDE ONE

STATE CORPORATION COMMISSION OF KANSAS
OIL & GAS CONSERVATION DIVISION
WELL COMPLETION FORM
ACO-1 WELL HISTORY
DESCRIPTION OF WELL AND LEASE

API NO. 15- 141-20,266 -00-00

County Osborne
Approx. 100' S of _____ East
NW SE NW _____ Sec. 22 Twp. 10S Rge. 15 West

Operator: License # 6600

3530 Ft. North from Southeast Corner of Section

Name: Don Karst Well Service, Inc.

2970 Ft. West from Southeast Corner of Section
(NOTE: Locate well in section plat below.)

Address 201 E. 29th Street

Lease Name Elliott Well # 3

P.O. Box 1316

Field Name Ruggles

City/State/Zip Hays, KS 67601

Producing Formation Kansas City, Conglomerate, Toronto

Purchaser: Farmland

Elevation: Ground 1794' KB 1799'

Operator Contact Person: Donald D. Karst

Total Depth 3598' PBD n/a

Phone (913) -628-1125

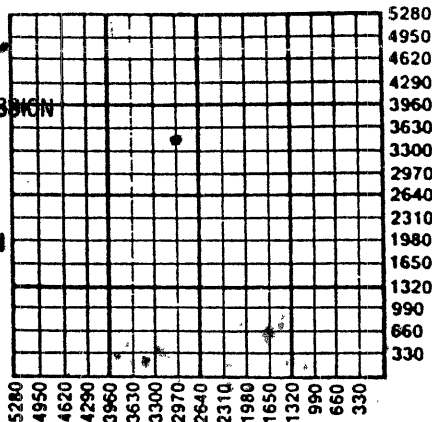
Contractor: Name: Emphasis Oil Operations

License: 8241

Wellsite Geologist: David Shumaker

Designate Type of Completion
 New Well Re-Entry Workover
 Oil SWD Temp. Abd.
 Gas Inj Delayed Comp.
 Dry Other (Core, Water Supply, etc.)

RECEIVED
STATE CORPORATION COMMISSION
11-21-91
NOV 21 1991
CONSERVATION DIVISION
Wichita, Kansas



If OWMO: old well info as follows:
Operator: _____

Amount of Surface Pipe Set and Cemented at 702 Feet

Well Name: _____

Multiple Stage Cementing Collar Used? Yes No

Comp. Date _____ Old Total Depth _____

If yes, show depth set _____ Feet

Drilling Method:
 Mud Rotary Air Rotary Cable

If Alternate II completion, cement circulated from _____

7/31/91 8/8/91 8/28/91
Spud Date Date Reached TD Completion Date

feet depth to _____ w/ _____ sx cmt.

INSTRUCTIONS: This form shall be completed in triplicate and filed with the Kansas Corporation Commission, 200 Colorado Derby Building, Wichita, Kansas 67202, within 120 days of the spud date of any well. Rule 82-3-130, 82-3-107 and 82-3-106 apply. Information on side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form. See rule 82-3-107 for confidentiality in excess of 12 months. One copy of all wireline logs and drillers time log shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells. Any recompletion, workover or conversion of a well requires filing of ACO-2 within 120 days from commencement date of such work.

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.

Signature Donald Karst
Title Donald D. Karst President Date 11-11-91

Subscribed and sworn to before me this 11th day of November, 19 91.

Notary Public Colleen Payton
Date Commission Expires 5-2-95

K.C.C. OFFICE USE ONLY
F Letter of Confidentiality Attached
C Wireline Log Received
C Drillers Timelog Received
Distribution
 KCC SWD/Rep NGPA
 KGS Plug Other (Specify)

Colleen Payton
NOTARY PUBLIC
State of Kansas
My Comm. Expires 5-2-95

SIDE TWO

Operator Name Don Karst Well Service, Inc. Lease Name Elliott Well # 3
 Sec. 22 Twp. 10S Rge. 15 East West
 County Osborne

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all drill stem 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 during test. Attach extra sheet if more space is needed. Attach copy of log.

Drill Stem Tests Taken (Attach Additional Sheets.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Formation Description <input type="checkbox"/> Log <input checked="" type="checkbox"/> Sample <table border="1"> <thead> <tr> <th>Name</th> <th>Top</th> <th>Bottom</th> </tr> </thead> <tbody> <tr><td>Anhydrite</td><td>962 (+837)</td><td></td></tr> <tr><td>Base Anhydrite</td><td>998 (+801)</td><td></td></tr> <tr><td>Topeka</td><td>2672 (-872)</td><td></td></tr> <tr><td>Heebner</td><td>2915 (-1114)</td><td></td></tr> <tr><td>Toronto</td><td>2936 (-1136)</td><td></td></tr> <tr><td>Lansing Kansas City</td><td>2964 (-1163)</td><td></td></tr> <tr><td>Base Kansas City</td><td>3227 (-1424)</td><td></td></tr> <tr><td>Conglomerate Sand</td><td>3321 (-1522)</td><td></td></tr> <tr><td>Arbuckle</td><td>3370 (-1571)</td><td></td></tr> <tr><td>R.T.D.</td><td>3598 (-1798)</td><td></td></tr> </tbody> </table>	Name	Top	Bottom	Anhydrite	962 (+837)		Base Anhydrite	998 (+801)		Topeka	2672 (-872)		Heebner	2915 (-1114)		Toronto	2936 (-1136)		Lansing Kansas City	2964 (-1163)		Base Kansas City	3227 (-1424)		Conglomerate Sand	3321 (-1522)		Arbuckle	3370 (-1571)		R.T.D.	3598 (-1798)	
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R.T.D.	3598 (-1798)																																		
Samples Sent to Geological Survey	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																		
Cores Taken	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																		
Electric Log Run (Submit Copy.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																																		

CASING RECORD New 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
Surface	12-1/4	8-5/8	24#	702	60/40 poz	300	3%cc, 2%gel
Production	7-7/8	5-1/2	14#	3447	60/40 poz	225	10% salt, 5% gel.

Shots Per Foot	Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	
		Depth	
2hpf	3322-34, 3153-59, 3008-11, 2992-96	500 gal 15% INS	3322-34
2hpf	2936-40	2000 gal 15% INS	3180-82
4hpf	3180-82	4000 gal. 15% INS	3153-59
		2500 gal 15% INS	2994 & 3110

TUBING RECORD Size 2-3/8" Set At 3595' Packer At none Liner Run Yes No

Date of First Production 8-28-91 Producing Method Flowing Pumping Gas Lift Other (Explain)

Estimated Production Per 24 Hours	Oil	Bbls.	Gas	Mcf	Water	Bbls.	Gas-Oil Ratio	Gravity
	12		0		30			

Disposition of Gas: no gas **METHOD OF COMPLETION** Production Interval
 Vented Sold Used on Lease Open Hole Perforation Dually Completed Commingled
 (If vented, submit ACO-18.) Other (Specify) _____ 3322-34
2992-3182 o.a.
2936-40

ORIGINAL

15-141-20266-00-00

DON KARST WELL SERVICE, INC.
P.O. Box 1316
Hays, Kansas 67601

GEOLOGICAL REPORT

Elliott No. 3
100' S of NW-SE-NW,
Section 22, Twp. 10 South,
Rge. 15 West
Osborne County, Kansas

August 7, 1991

RECEIVED
STATE COMMISSION

NOV 21 1991

Wichita, Kansas

ORIGINAL

15-141-20266-00-00

Don Karst Well Service, Inc.
P.O. Box 1316
Hays, Kansas 67601

GEOLOGICAL REPORT:

Elliott No. 3
100' S of NW-SE-NW
22-10S-15W
Osborne County, Kansas

CONTRACTOR:

Emphasis Oil Operations Rig No. 6
P.O. Box 506
Russell, Kansas 67665

DRILLING COMMENCED:

July 31, 1991

DRILLING COMPLETED:

August 6, 1991

CASING RECORD:

8 5/8 set at 702' with 300 sx.
5 1/2 set at 3447' with 210 sx.

SAMPLES:

10' intervals from 2650' to
3598' R.T.D.

DRILLING TIME:

By Geolograph.
1' intervals plotted and recorded
from 2550' 3598' R.T.D.

DRILL STEM TESTS:

No tests were run on the Elliott
No. 3.

LOGS:

Dual Compensated Porosity and
Dual Induction
Great Guns, Great Bend, Kansas

ELEVATION:

American Elevations, Inc.
Kelly Bushing 1799'
Ground Level 1794'
Measurements from K.B.

FORMATION TOPS
(Dual Induction Log)

<u>FORMATION</u>	<u>DEPTH</u>	<u>MINUS DATUM</u>
Anhydrite	962	+837
Base-Anhydrite	998	+801
Topeka	2671	-872
Heebner	2913	-1114
Toronto	2935	-1136
Lansing-Kansas City	2962	-1163
Base-Kansas City	3223	-1424
Conglomerate Sand	3321	-1522
Arbuckle	3370	-1571
Rotary Total Depth	3598	-1799
Log Total Depth	3597	-1798

Lithology: Zones of Interest

NOTE: All sample descriptions have been corrected to the log measurements.

Topeka 2971 (-872-Top)

2702-06

LS; White to buff, poor crystalline porosity with scattered light stain, slightly chalky. Very slight show of free oil and faint odor.

Toronto 2935 (-1136)

2936-39

LS; White, traces of crystalline porosity with light stain. Trace of free oil and faint odor.

Lansing-Kansas City 2962 (-1163)

2976-78

B Zone

LS; White to buff, fine crystalline, dense to chalky. No free oil or odor.

2992-96

C Zone

LS; Buff to white, fair oolitic and fossil cast porosity, with scattered light stain. Very slight show of free oil and faint odor.

Lithology: Page 2

3009-12 D Zone	LS;	White, crystalline and oolitic porosity with scattered light stain. No free oil but faint odor.
3038-40 F Zone	LS;	White, crystalline to slightly fossiliferous. Poor porosity with scattered light spotty stain. Very slight show of free oil and faint odor.
3046-53 G Zone	LS;	White, fossiliferous and oolitic. No visible show.
3102-05 H Zone	LS;	White, poor crystalline porosity with a trace of stain. No free oil or odor.
3152-56 3158-60 J Zone	LS;	Buff, crystalline porosity, slightly chalky oolitic and fossiliferous. Scattered light to dark stain. Show of free oil and fair odor.
3180-82 K Zone	LS;	Buff, crystalline and fossil porosity with scattered light stain. Very slight show of free oil and faint odor.
Base-Kansas City 3223 (-1424)		
Conglomerate Sand 3321 (-k522) 3321-28 3332-35	SS;	White to transparent, fine grained, well sorted and rounded. Fair porosity with dark stain. Very slight show of heavy free oil and very faint odor.
Arbuckle 3370 (-1571) 3370-72	Dol;	White, fine crystalline and dense. No shows.
3407-3416	Dol;	Buff, good medium crystalline porosity with no show.
3416-T.D.	Dol;	Buff to pink, fair to good medium to coarse crystalline porosity with no shows. This section appears to be permeable for use as a disposal if needed.

NOTE: All other sample descriptions are on the time/lithology log.

Rotary Total Depth 3598 (-1799)
Log Total Depth 3587 (-1798)

REMARKS AND RECOMMENDATIONS

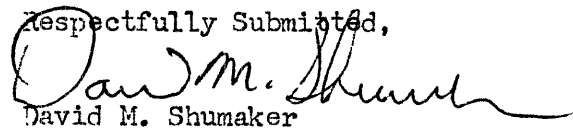
The Elliott No. 3 Lansing-Kansas City minus of -1163 was 3 feet lower than Elliott No. 2. The Lansing-Kansas City B, C, F, J and K Zones described in this report contained shows of oil and should be perforated.

The Conglomerate Sand minus of -1522 was 2 feet higher than that of the Elliott No. 2. The Sand contained fair porosity and a show of heavy free oil. This sand section should be perforated also.

The Arbuckle datum of 1571 was 21 feet higher than the Elliott No. 2, but contained no shows of oil.

It was recommended that pipe be set at least 50 feet in the Arbuckle with rat hole below for use as a disposal in the future if or when the Lansing and Conglomerate zones become non-commercial.

DMS/das

Respectfully Submitted,

David M. Shumaker
Petroleum Geologist

Phone 913-483-2627, Russell, Kansas

Phone 316-793-5861, Great Bend, Kansas

ORIGINAL

Phone Plainville 913-434-2812

Phone Ness City 913-798-3843

No 3284

ALLIED CEMENTING CO., INC.

Home Office P. O. Box 31

Russell, Kansas 67665

15-141-20266-00-00

Date	8-1-91	Sec.	22	Twp.	10	Range	15	Called Out		On Location	7:00 AM	Job Start		Finish	8:45 AM
Lease	Elliott	Well No.	3	Location	Natoma 1/4 E - 1/4 S			County	Osborne	State	Kan				
Contractor	Emphasis Oil Oper # 6														
Type Job															
Hole Size	12 1/4	T.D.	709'												
Csg.	8 5/8	Depth	902'												
Tbg. Size		Depth													
Drill Pipe		Depth													
Tool		Depth													
Cement Left in Csg.	15'	Shoe Joint													
Press Max.		Minimum													
Meas Line	✓	Displace													
Perf.															

EQUIPMENT

Pumptrk	No.	Cementer	Walt Glenn
	177	Helper	
Pumptrk	No.	Cementer	Paul
		Helper	
Bulktrk	218	Driver	
Bulktrk		Driver	

DEPTH of Job

Reference:	Pumptruck	
	8 5/8 Rubber Plug	
	2.00 per mile	
		Sub Total
		Tax
		Total

Remarks:

Cement Did Circ

Owner:
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.

Charge To: Don Karst Well Service
Street: 201 E. 29th St
City: Hays State Kan 67601

The above was done to satisfaction and supervision of owner agent or contractor.

Purchase Order No. X *[Signature]*

CEMENT

Amount Ordered: 300 6 1/4 poz, 3% CC - 2% bel

Consisting of Common Poz. Mix Gel. Chloride Quickset

RECEIVED
STATE CORPORATION COMMISSION
NOV 21 1991
CONSERVATION DIVISION
Wichita, Kansas

Sales Tax

Handling: 1.00 per SK
Mileage: 4¢ per SK/mile

Sub Total

Total

Floating Equipment

[Signature]

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 workmanship 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 willful 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.

Phone 913-483-2627, Russell, Kansas

Phone Plainville 913-434-2612

Phone 316-793-5861, Great Bend, Kansas

Phone Ness City 913-798-3843

ORIGINAL ALLIED CEMENTING CO., INC.

No 2085

Home Office P. O. Box 31

Russell, Kansas 67665

15-141-20266-00-00

Date	8-6-91	Sec.	22	Twp.	10	Range	15	Called Out		On Location	10:15 AM	Job Start		Finish	1:00 PM
Lease	Elliott	Well No.	3	Location	Natome 1/4E-S.S.			County	Osborne	State	Kan				

Contractor	Emphasis oil Oper #6	
Type Job	Production String	
Hole Size	7 7/8 Box 1316	T.D. 3598'
Csg.	5 1/2	Depth 3447'
Tbg. Size	FARMLAND	Depth
Drill Pipe	(108-)	Depth
Tool	(108-)	Depth
Cement Left in Csg.	27'	Shot Joint 27'
Press Max.	(108-)	Minimum
Meas Line	(108-)	Displace
Perf.	(108-)	OFF

Owner
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.
Puggles

Charge To Don Karst Cement Service
Street
City Kansas City, Mo
State n/a

The above was done to satisfaction and supervision of owner agent or contractor.

Purchase Order No.
X *Lang Lang*

500 set WFR-2 CEMENT
Ordered 225 SKS 60/40 per, 10% S.H., 5861'

Consisting of	
Common	
Poz. Mix	
Gel.	
Chloride	
Quickset	

Handling 1.00 per SK	
Mileage 4¢ per SK mile	
Sub Total	
Total	

No.	Cementer	
Pumptrk 153	Helper	Walt Dave
No.	Cementer	
Pumptrk 218	Helper	Mark
Bulktrk	Driver	

DEPTH of Job	8/28/91
Reference:	02-081P
Pumptruck	5 1/2 Rubber Plug
2.00 per mile	
Sub Total	
Tax	
Total	

Remarks:
Float Held
Donald D. Karst
President
11-11-91
11th November

Floating Equipment 5 1/2
1- Guide Sigs -
1- AFU insert -
1- Basket -
4- Centralizers -

GENERAL TERMS AND CONDITIONS

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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:

(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 workmanship 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.