

Kansas Corporation Commission Oil & Gas Conservation Division

Form ACO-1

JAN 1 4 2004

WELL COMPLETION FORM

September 1999 Form Must Be Typed

WELL HISTORY - DESCRI	PTION OF WELL & LEASE
CONSERVATION DIVISION WICHTA KS Operator: License #32511	API No. 15 - 051-25251 0000 ORIGINAL
Name: Imperial American Oil Corporation	County: Ellis
Address: 900 N. Tyler Rd.	NE_NE_NW Sec. 2 Twp. 12 S. R. 16 East West
City/State/Zip: Wichita, Kansas 67212	490 330 490 feet from S / (circle one) Line of Section
Purchaser: NCRA JAN 1 3 2004	2630 1980 2630 feet from E / (circle one) Line of Section
Operator Contact Person: Hal Porter	KCC Wthm/officer from E / (W) (circle one) Line of Section Footages Calculated from Nearest Outside Section Corner:
Phone: (316) 721-0036 CONFIDENTIAL	*
Contractor: Name: Murfin Drilling Company, Inc.	(circle one) NE SE NW SW Lease Name; Carrie Unit Well #: 2-2
License: 30606	Field Name: Wildcat
Wellsite Geologist: Randall Kilian	
	Producing Formation: Lansing-KC
Designate Type of Completion:	Elevation: Ground: 1747 Kelly Bushing: 1752
New Well Re-Entry Workover	Total Depth: 3399 Plug Back Total Depth:
Oil SWD SIOW Temp. Abd.	Amount of Surface Pipe Set and Cemented at 922 Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used?
Dry Other (Core, WSW, Expl., Cathodic, etc)	If yes, show depth setFeet
If Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from
Operator:	feet depth tosx cmt. ALT I WHM (Z-28-06
Well Name:	Drilling Fluid Management Plan
Original Comp. Date: Original Total Depth:	(Data must be collected from the Reserve Pit)
Deepening Re-perf Conv. to Enhr./SWD	Chloride content 53,000 ppm Fluid volume 400 bbls
Plug BackPlug Back Total Depth	Dewatering method used evaporation/backfill
Commingled Docket No	Location of fluid disposal if hauled offsite:
Dual Completion Docket No	·
Other (SWD or Enhr.?) Docket No	Operator Name:
10/18/03 10/25/03	Lease Name: License No.:
Spud Date or Date Reached TD Completion Date or Recompletion Date	Quarter Sec TwpS. R East West
	County: Docket No.:
INSTRUCTIONS: An original and two copies of this form shall be filed with t Kansas 67202, within 120 days of the spud date, recompletion, workover Information of side two of this form will be held confidential for a period of 12 107 for confidentiality in excess of 12 months). One copy of all wireline logs a TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells.	r or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. It months if requested in writing and submitted with the form (see rule 82-3-11) and geologist well report shall be attached with this form. ALL CEMENTING Submit CP-111 form with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations proprulgated to regulate herein are complete and correct to the pest of the knowledge.	e the oil and gas industry have been fully complied with and the statements
Signature: 100100	KCC Office Use ONLY
Title: President Date: 1/13/04	Letter of Confidentiality Attached
Subscribed and sworn to before me this 13 payof The Author	If Denied, Yes Date:
JULIE BUF	Wireline Log Received
STATE OF	
Notary Publicifulu Burrow My Appt. Emp. :	UIC Distribution
Date Commission Expires: Makeh 2005	

CONFIDENTIAL



CONFIDENTIAL Unit

Operator Name: Impe	erial American O	il Corpor	ation	Lease	Name:	carrie Unit	1	Well #: 2-2	e A	*;= *** ********************************
Sec. 2 Twp. <u>12</u>			□ West .	County	y: Ellis					
EQUID BOOD Sh ested, time tool open emperature, fluid rec Electric Wireline Logs	and closed, flowing overy, and flow rates	and shuts if gas to	-in pressures, v surface test, al	vhether sl ong with f	hut-in pre	ssure reached s	tatic level, hydros	static pressure	es, bottom	hole
Drill Stem Tests Taker		⊠ Y€	es 🔲 No		<u> </u>	og Formatic	n (Top), Depth ar	nd Datum	∏ Sa	ample
Samples Sent to Geo	,	⊠ Y€	es 🗌 No		Name Anhy			Тор 918		atum 334
Cores Taken		— □ Ye	es 🔀 No		Tope			2676	-9:	24
Electric Log Run (Submit Copy)		× Ye			1 '	oner Shale		2923	-	171
List All E. Logs Run:					Lans	J		2970		218 460
-					1	e/Kansas Cit	У	3212		460 570
Micro-Log, Du	Micro-Log, Dual Receiver Cement Bond Log		Arbu			3322	-1570 -1648			
					Tota	I Depth		3400	-7(548
		Repo	CASING		□ Ne	ew Used ermediate, product	lon, etc.			
Purpose of String	Size Hole	Siz	e Casing	We	ight	Setting	Type of Cement	# Sacks Used		nd Percent ditives
Surface	Drilled 12 1/4"	Set (In O.D.) Lbs. / 8 5/8" 23#		. / ۴ί.	Depth 922'	60/40 Poz	450		CI, 2%gel	
Production	7 7/8"	5 1/2"	15.5#			3378.92	ASC	200	2% gel, 500 WFR-2	
										
			ADDITIONAL	CEMENT	ING / SQL	JEEZE RECORD	1			
Purpose: Depth Type of Cement #Sacks Perforate Protect Casing Plug Back TD			d Type and Percent Additives							
Plug Off Zone										
Shots Per Foot			RD - Bridge Pluç Each Interval Per		e		cture, Shot, Cement mount and Kind of Ma		rd	Depth
4	retrievable Plug	@ 3200	', Pf 3178-81	, 3125-2	28	8 AC 250 gal 15% MCA, retreat w/750 gal MCA				
4	3066-68, 3052-5	58				AC 250 gal 15% MCA, retreat w/500 gal 15% MCA				
4 3014-20, 2999-3002						AC 500 gal 15% MCA, retreat w/750 gal 15% MCA				
4	2943-46 ,2971-7	74	A CONTRACTOR OF THE CONTRACTOR			AC 250 gal 15% MCA, retreat w/ 500 gal 15% MCA				
4	2705-11					AC 250 gal 15% MCA, retreat w/500 gal 15% MCA				
TUBING RECORD	Size	Set At	-	Packer	At	Liner Run	Yes 🗓 No			
	3/8" d Production, SWD or I	3000 Enhr.	Producing Met	hod	Flowin			t Noth	ner (Explain)	***************************************
Estimated Production Per 24 Hours	Oil 26	Bbls.	Gas	Mcf				as-Oil Ratio		Gravity
DRANSAS CORPORA	40 VAN 40 W N . A	COMPLETI	ON			Production Inter	val			
Vented Sold			Open Hole Other (Spec	□ Pe	rf. 🔲	Dually Comp.	Commingled	Lansing, To	oronto, To	opeka

CONSERVATION DIVISION

ALLIED CEMENTING CO., INC. 14548 ORIGINAL ORIGINAL

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SE	RV	ICE	PO	II	VT:	9	Ď	•	

	SEC.	TWP.	RANGE	CA	LLED OUT		LOCATION	JOB START	JOB FINISH
DATE 10/19/0.	3					4:	45 A.M.	COUNTY	STATE
LEASE Lanit	WELL#	2-2	LOCATION 3	lue	14:11 3	school		FAIN	K3
OLD OR NEW (C	ircle one)		21	14	18 51	TNO		NUU	
CONTRID A CHOR	AA	· # //			OWATED		JA	N 13 2004	
CONTRACTOR TYPE OF JOB	Long	-5 . ~ C	LCC		OWNER		20	ALFIREACTIAN	i
HOLE SIZE /A	14:3		. 923^		CEMENT		SU	NFIDENTIA	ent.
CASING SIZE	8385		PTH 922		AMOUNT		ED	060/40 -	342
TUBING SIZE		DE	PTH						,
DRILL PIPE		DE	PTH			nga sananan ngarandi Kraali salah adalah dalah dalah			
TOOL			PTH				~~ ^	@ 745	10225
PRES. MAX			NIMUM OF JOINT		COMMON POZMIX		270 Jeo	_@ <u>(==</u> 	<u> </u>
MEAS. LINE CEMENT LEFT I	N CSG		OE JOINT		GEL		<u> </u>	@ 70 @ @ 2=	9/03
PERFS.	iv CSG.	<u> </u>			CHLORID	F.	14		42000
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		UIPMENT							
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#	HELPER		reine					_@	71750
BULK TRUCK	TIDEL EIG				HANDLIN		<u></u>	@ 115	5/256
#	DRIVER	. Oc	in		MILEAGE	1	J4-	SK Mile	
BULK TRUCK			/					mom i i	42045
#	DRIVER		was a language and the second and th	·				TOTAL	4204=
	RE	EMARKS:					SERVI	CE	
					DEPTH OF	FIOR			
					PUMP TRU		ARGE		63000
_	- Justin Compression		1		EXTRA FO			@	
Ce	ment	Cinc	ulated b		MILEAGE	-	25	@ 350	875
					PLUG	848	Kulbe.	<u> </u>	
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					RECE	EIVED			01050
CHARGE TO:	T. ~	20 201	A	K	ANSAS CORPORA		\$SION	TOTAL	877 30
CHARGE TO:	-MPE	1121	American		AA 1	4 2004			
STREET					20-01A 8	FI	LOAT EQU	IPMENT	
CITY	S	ТАТЕ	7TP		AMSERVALI	on diabion			
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To Allied Cemer	nting Co.,	Inc.			***************************************	And a state of the		_ @	
You are hereby i	requested	to rent ce	menting equipme	ent					
and furnish cem	enter and	helper to	assist owner or					TOTAL	-
contractor to do	work as i	s listed.	The above work v	vas					
		^	of owner agent		TAX				
			nd the "TERMS A	AND	тотат ст	IADCE			
CONDITIONS"	listed on	the revers	se side.		TOTAL CE	ARGE -			
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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 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.

	ITING CO., INC.	1415741
REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665	SERVICE POINT:	sell
	ALLED OUT ON LOCATION JOB START	JOB FINISH
LEASE CARRIE WELL # 2-2 LOCATION FAIR	PORT & W &S FILES	STATE SAC
OLD OR NEW (Circle one)	14W 45	2001
CONTRACTOR MURFIN DRLG Rig # 16	OWNER	3 2004
HOLE SIZE 7 % T.D. 3399	CEMENT	ENTIAL
CASING SIZE S 12 DEPTH 3378 TUBING SIZE S 18 SUFFACE DEPTH 922	AMOUNT ORDERED 200 SK AS 500 GAL WFR-2	C 2/6 gel
DRILL PIPE DEPTH TOOL AFU INSEAT DEPTH 3355		
PRES. MAX 1,000 # MINIMUM	COMMON 2001SC @ 902 POZMIX @	78000
CEMENT LEFT IN CSG.	GEL 4 @ 40 = 20 = 20 = 20 = 20 = 20 = 20 = 20 =	400
PERFS. DISPLACEMENT 79 BBL	CHLORIDE @ 100°	500
EQUIPMENT /	@@	· · · · · · · · · · · · · · · · · · ·
PUMPTRUCK CEMENTER Gleval		
# 177 HELPER Shane BULK TRUCK	HANDLING 200 @ 145 MILEAGE 5 & LSV Mile	2304
# 2/3 DRIVER KUFUS BULK TRUCK	· · · · · · · · · · · · · · · · · · ·	
# DRIVER	TOTAL	L 2820=
REMARKS:	SERVICE	•
TOSK & MORGE HOLE	DEPTH OF JOB	112000
	DEPTH OF JOB	
15 SKE RATHOLE	DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE 25 @ 3 52 PLUG 5 1/2 RUBBER @	8750 5000
15 SK @ RATHOLE FIGAT HELD	DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE 25 @ 3 52 PLUG 5 1/2 RUBBER @	8755
15 SK @ RATHOLE FIDAT HELD THANK'S	DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE 25 @ 3 == PLUG 5 // 2 RUBBER @ @ @ @ @ @ @ @	8755
15 SK @ RATHOLE FIGAT HELD	DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE 25 @ 3 == PLUG 5 // 2 RUBBER @ @ @ @ @ @ @ @	8755
15 SK @ RATHOLE FIDAT HELD THANK'S	DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE 25 @ 3 == PLUG 5 // 2 RUBBER @ @ @ @ @ @ @ @	8755
THANKS CHARGE TO: Indee Hope 15 SK & RATHOLE FIBAT HELD THANKS	DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE 25 @ 3 = PLUG 5 // 2 FURBER @ @ TOTAL	8755
THANKS CHARGE TO: IMPERIAL AMERICAN STREET	DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE 25 @ 350 PLUG 5 // 2 FUBBER @ @ TOTAIN	8750 5000 L
TOSKE MOBBE HOLE 15 SKE RATHOLE FIDAT HELD THANK'S CHARGE TO: IMPERIAL AMERICAN STREET CITY STATE ZIP	DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE 25 @ 352 PLUG 5/2 RUBBER @ TOTAIN FLOAT EQUIPMENT Guide Shee @ AFU TRISERT @ 7 - Centralizers @ 462 25 - Recipo SCRATIRO 352	235° 280°
THANKS CHARGE TO: IMPERIAL AMERICAN STREET	DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE PLUG 5 // 2 RURBER @ TOTAIN FLOAT EQUIPMENT FLOAT EQUIPMENT TOTAIN TOTAIN FLOAT EQUIPMENT	235° 280° 235° 280° 280° 280°
TOSKE POSSE HOPE 15 SKE RATHOLE FIDAT HELD THANKS CHARGE TO: TANPERIAL AMERICAN STREET CITY STATE ZIP To Allied Cementing Co., Inc. You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or	DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE PLUG 5 // 2 RURBER @ TOTAIN FLOAT EQUIPMENT FLOAT EQUIPMENT TOTAIN TOTAIN FLOAT EQUIPMENT	235° 280° 280° 280°
THANKS CHARGE TO: TANPERIAL AMERICAN STREET CITY STATE ZIP 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 is listed. The above work was done to satisfaction and supervision of owner agent or	DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE PLUG 5 // 2 RURBER @ TOTAIN FLOAT EQUIPMENT FLOAT EQUIPMENT TOTAIN TOTAIN FLOAT EQUIPMENT	235° 280° 235° 280° 280° 280°
THANKS CHARGE TO: TANPERIAL AMERICAN STREET CITY STATE ZIP 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 is listed. The above work was	DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE 25 @ 35 PLUG 5 1/2 RUBBER @ TOTAIN FLOAT EQUIPMENT Guide Shee @ AFU TXSERT @ 7- Cen TRALizers @ 35 PLUG Sheet & 35 PL	235° 280° 280° 280° 280° 128°
TOSK & POSSE HOLE 15 SK & RATHOLE THANKS CHARGE TO: TANPERIAL APPRICATION STREET CITY STATE ZIP 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 is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND	DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE 25 @ 35= PLUG 5 1/2 RUBBER @ TOTAIN FLOAT EQUIPMENT Guide Shee @ AFY TXSERT @ 7- Centralizers @ 46= 1-BASKET @ TOTAIN TOTAIN TOTAIN	235° 280° 280° 280° 280° 280° 128° 128°
TOSK & POSSE HOLE 15 SK & RATHOLE THANKS CHARGE TO: TANPERIAL APPRICATION STREET CITY STATE ZIP 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 is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND	DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE @ MILEAGE 25 @ 352 PLUG 5/12 FURBER @ @ TOTAL FLOAT EQUIPMENT FLOAT EQUIPMENT GUIDE Shee @ AFU TXSERT @ 1-BASKET @ TOTAL TOTAL TAX TOTAL CHARGE	235° 280° 280° 280° 280° 280° 128° 128°

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- —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.
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- —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:

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- (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.