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JUN 29 2005
KCC WICHITA

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

Form ACO-1
September 1999
Form Must Be Typed

ORIGINAL

Operator: License # 6039
Name: L. D. DRILLING, INC.
Address: 7 SW 26 AVE.
City/State/Zip: GREAT BEND, KANSAS 67530
Purchaser:
Operator Contact Person: L. D. DAVIS
Phone: (620) 793-3051
Contractor: Name: L. D. DRILLING, INC.
License: 6039
Wellsite Geologist: KIM SHOEMAKER

Designate Type of Completion:
✓ New Well ___ Re-Entry ___ Workover
___ Oil ___ SWD ___ SIOW ___ Temp. Abd.
___ Gas ___ ENHR ___ SIGW
✓ Dry ___ Other (Core, WSW, Expl., Cathodic, etc)

If Workover/Re-entry: Old Well Info as follows:
Operator:
Well Name:
Original Comp. Date: ___ Original Total Depth: ___
___ Deepening ___ Re-perf. ___ Conv. to Enhr./SWD
___ Plug Back ___ Plug Back Total Depth
___ Commingled Docket No.
___ Dual Completion Docket No.
___ Other (SWD or Enhr.?) Docket No.

6/11/05	6/20/05	
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 063-21594-00-00
County: GOVE
SW - NE - NE/4 - Sec. 35 Twp. 15 S. R. 30 ☐ East ☑ West
1460 feet from (S) / N (circle one) Line of Section
890 feet from (E) / W (circle one) Line of Section
Footages Calculated from Nearest Outside Section Corner:
(circle one) NE (SE) NW SW
Lease Name: ENFIELD/LEWIS UNIT Well #: 1
Field Name: UN-NAMED
Producing Formation:
Elevation: Ground: 2654' Kelly Bushing: 2659'
Total Depth: 4410' Plug Back Total Depth:
Amount of Surface Pipe Set and Cemented at 311 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 ALT II Pit w/in 4-17-07
(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 No.:
Quarter Sec. Twp. S. R. ☐ East ☐ West
County: Docket No.:

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of 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 geologist well report 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.

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: Bessie Dowell
Title: SEC/TREASURER Date: June 28, 2005
Subscribed and sworn to before me this 28 day of June,
20 05.
Notary Public: Rashell Patten
Rashell Patten
Date Commission Expires: 2-02-07

NOTARY PUBLIC - STATE OF KANSAS
Rashell Patten
My Appt. Exp. 2-2-07

KCC Office Use ONLY
___ Letter of Confidentiality Received
If Denied, Yes ☐ Date:
___ Wireline Log Received
___ Geologist Report Received
___ UIC Distribution

Side Two

Operator Name: L. D. DRILLING, INC. Lease Name: ENFIELD/LEWIS UNIT Well #: 1

Sec. 35 Twp. 15 S. R. 30 ☐ East ☑ West County: GOVE

INSTRUCTIONS: Show important tops and base 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. Attach copy of all Electric Wireline Logs surveyed. Attach final geological well site report.

Drill Stem Tests Taken ☑ Yes ☐ No
(Attach Additional Sheets)

Samples Sent to Geological Survey ☑ Yes ☐ No

Cores Taken ☐ Yes ☑ No

Electric Log Run ☑ Yes ☐ No
(Submit Copy)

List All E. Logs Run:

Radiation Guard Log

☑ Log Formation (Top), Depth and Datum ☑ Sample

Name Top Datum

SEE ATTACHED

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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#	311'	Common	200	3% CC & 2% Gel

ADDITIONAL CEMENTING / SQUEEZE RECORD

Purpose: ____ Perforate ____ Protect Casing ____ Plug Back TD ____ Plug Off Zone	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record *(Amount and Kind of Material Used)*	Depth

TUBING RECORD Size Set At Packer At

Liner Run ☐ Yes ☐ No

Date of First, Resumerd Production, SWD or Enhr.

Producing Method ☐ Flowing ☐ Pumping ☐ Gas Lift ☐ Other *(Explain)*

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

Disposition of Gas METHOD OF COMPLETION Production Interval

☐ Vented ☐ Sold ☐ Used on Lease
(If vented, Submit ACO-18.)

☐ Open Hole ☐ Perf. ☐ Dually Comp. ☐ Commingled

☐ Other *(Specify)*

** Attachment to and Made a Part of ACO1: Enfield/Lewis Unit SW NE SE/4 Sec 35-15-30 Gove Co **

DAILY DRILLING REPORT

OPERATOR: L.D. DRILLING, INC.

LEASE: Enfield/Lewis Unit
SW NE SE/4 Sec 35-15-30
Gove Co., Kansas

WELLSITE GEOLOGIST: KIM SHOEMAKER

CONTRACTOR: L.D. DRILLING, INC.

ELEVATION: GR: 2654'
KB: 2659'

SPUD: 6/11/05 4:00 P.M.

PTD: 4350'

SURFACE: Ran 7 jts New 24# 8 5/8" Surface Casing, Tally 304.25', Set @ 311'
With 200 sx Common, 3% CC, 2% Gel, Did Circulate by Allied Cementing,
Plug Down 11:15 A.M., Strap & Weld 1st 3 jts by D&S Welding

06/11/05 Move in & Rig Up
06/12/05 314' Wainting on Cement
06/13/05 1509' Drilling
06/14/05 2665' Drilling
06/15/05 3280' Drilling ** Displaced at 3256'
06/16/05 3770' Drilling
06/17/05 4050' Short trip, Start out of Hole for DST #1
06/18/05 4120' on DST #2
06/19/05 4242' Breaking Down Tool
06/20/05 4390' Drilling
06/21/05 RTD 4410'
Plugging: 20 sx @ 2075', 100 sx @ 1060', 40 sx @ 361'
10 sx w/wood plug @ 40', 15 sx in Rathole;
Total 190 sx of 60/40 6% Gel, 1/4# Flo Seal per sk
Plug Down @ 9:15 p.m. 6/20/05 by Allied Cementing

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DST #1 4036 - 4050 Middle Creek
TIMES: 30-30
BLOW: 1st Open:
2nd Open:
RECOVERY: 5' mud

IFP: ISIP:
FFP: FSIP:
TEMP:

DST #2 4035 - 4120' Lansing 220
TIMES: 30-30-30-30
BLOW: 1st Open: 1/2 blo dec to SB
2nd Open: SB died 18 min
RECOVERY: 35' mud

IFP: 22-31 ISIP: 508
FFP: 30-41 FSIP: 487
TEMP: 116 degrees

DST #3 4116 - 4282 Marm/Myrick Station
TIMES: 30-30-30-30
BLOW: 1st Open: blo died in 20 min
2nd Open: no blo
RECOVERY: 20' mud

IFP: 22-26 ISIP: 794
FFP: 30-31 FSIP: 767
TEMP: 118 degrees

DAILY DRILLING REPORT

OPERATOR: L.D. DRILLING, INC.

LEASE: Enfield/Lewis Unit
SW NE SE/4 Sec 35-15-30
Gove Co., Kansas

WELLSITE GEOLOGIST: KIM SHOEMAKER

CONTRACTOR: L.D. DRILLING, INC.

ELEVATION: GR: 2654'
KB: 2659'

SPUD: 6/11/05 4:00 P.M.

PTD: 4350'

DST #4 4245 - 4340' Cherokee - Johnson
TIMES: 30-30-30-30
BLOW: 1st Open: 1/2 dec to SB
2nd Open: no blo
RECOVERY: 10' mud

IFP: 20-24 ISIP: 851
FFP: 25-31 FSIP: 779
TEMP: 118 degrees

SAMPLE TOPS:			LOG TOPS:	
Anhy	2061		2060	+601
Anhy Base	2088		2058	+573
Stotler	3324	-663	3324	+663
Heebner	3706	-1045	3705	-1044
Lansing	3748	-1087	3744	-1083
Muncie Creek	3914	-1253	3912	-1251
Stark	4004	-1343	4003	-1342
Hush Puckney	4039	-1378	4038	-1377
Base KC	4084	-1423	4082	-1421
Marmaton	4110	-1449	4110	-1449
Altamont	4132	-1471	4134	-1473
Pawnee	4200	-1539	4198	-1537
Myrick Station	4236	-1575	4234	-1573
Ft Scott	4255	-1594	4254	-1593
Cherokee	4280	-1619	4279	-1618
Johnson	4322	-1661	4322	-1661
Mississippi	4366	-1705	4364	-1703
RTD	4410			
LTD	4409			

ALLIED CEMENTING CO., INC.

Federal Tax I.D.# 48-0727860

REMIT TO P.O. BOX 31
RUSSELL, KANSAS 67665

SERVICE POINT:
Oakley

DATE 6-20-05	SEC. 35	TWP. 15S	RANGE 30W	CALLED OUT	ON LOCATION 5:30 PM	JOB START 7:00 PM	JOB FINISH 9:15 PM
LEASE Ewing Lewis	WELL # Unit 1		LOCATION Healy 8N - W.S.			COUNTY Gove	STATE Kan
OLD OR NEW (Circle one)							

CONTRACTOR L-D Drlg
TYPE OF JOB PTA
HOLE SIZE 7 7/8 T.D. 4410'
CASING SIZE DEPTH
TUBING SIZE DEPTH
DRILL PIPE 4½ XH DEPTH 2075'
TOOL DEPTH
PRES. MAX MINIMUM
MEAS. LINE SHOE JOINT
CEMENT LEFT IN CSG.
PERFS.
DISPLACEMENT

OWNER Same

CEMENT

AMOUNT ORDERED 190 sks 60/40 poz 6% Gel, ¼# Flo-Seal

COMMON	114 sks	@	
POZMIX	76 sks	@	
GEL	10 sks	@	
CHLORIDE		@	
ASC		@	
Flo-Seal	48#	@	1.70
		@	
		@	
		@	
		@	
		@	
		@	
HANDLING	202 sks	@	1.60
MILEAGE	64 per sk/mile		

TOTAL

EQUIPMENT

PUMP TRUCK # 102 CEMENTER Walt
HELPER
BULK TRUCK # 218 DRIVER Alan
BULK TRUCK # DRIVER

REMARKS:

25 sks @ 2075'
100 sks @ 1060'
40 sks @ 361'
10 sks @ 40'
15 sks in R.H.

Thank You

SERVICE

DEPTH OF JOB
PUMP TRUCK CHARGE
EXTRA FOOTAGE @
MILEAGE 55 miles @ 5.00
MANIFOLD @
@
@

TOTAL

CHARGE TO: L-D Drlg, Inc
STREET
CITY STATE ZIP

PLUG & FLOAT EQUIPMENT

8 5/8
1-DH Plug @
@
@
@
@

TOTAL

TAX

TOTAL CHARGE

DISCOUNT IF PAID IN 30 DAYS

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 CONDITIONS" listed on the reverse side.

SIGNATURE

PRINTED NAME

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KCC WICHITA

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.

ALLIED CEMENTING CO., INC.

19991

Federal Tax I.D.# 48-0727860

REMIT TO P.O. BOX 31
RUSSELL, KANSAS 67665

SERVICE POINT: Oakley

DATE 6-11-05	SEC. 35	TWP. 15	RANGE 30 W	CALLED OUT	ON LOCATION 9:30 AM	JOB START 11:00 PM	JOB FINISH 11:15 PM
LEASE Lewis (Unit)	WELL # 1		LOCATION Healy 8 1/2 N - W into			COUNTY Rawlins	STATE Kan
OLD OR NEW (Circle one)							

CONTRACTOR L-D Drlg
TYPE OF JOB Surface
HOLE SIZE 12 1/4 T.D. 314'
CASING SIZE 8 5/8 DEPTH 311'
TUBING SIZE DEPTH
DRILL PIPE DEPTH
TOOL DEPTH
PRES. MAX MINIMUM
MEAS. LINE SHOE JOINT
CEMENT LEFT IN CSG. 15'
PERFS.
DISPLACEMENT 18.8 BBL

OWNER Same

CEMENT

AMOUNT ORDERED 200 sks com 3% cc - 2% gel

COMMON	200 sks	@	10.00	2,000.00
POZMIX		@		
GEL	4 sks	@	14.00	56.00
CHLORIDE	7 sks	@	38.00	266.00
ASC		@		
HANDLING	211 sks	@	1.60	337.60
MILEAGE	6¢ per sk/mile			696.30
			TOTAL	3,355.90

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EQUIPMENT

PUMP TRUCK # 102 CEMENTER Walt
HELPER
BULK TRUCK # 377 DRIVER Lonnie
BULK TRUCK # DRIVER

REMARKS:

SERVICE

DEPTH OF JOB			
PUMP TRUCK CHARGE			670.00
EXTRA FOOTAGE	@		
MILEAGE	55 - miles @	5.00	275.00
MANIFOLD	@		
	@		
	@		
		TOTAL	945.00

CHARGE TO: L-D Drlg, Inc
STREET
CITY STATE ZIP

PLUG & FLOAT EQUIPMENT

1 - 8 5/8 Surface Plug	@		55.00
	@		
	@		
	@		
	@		
		TOTAL	55.00

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 CONDITIONS" listed on the reverse side.

TAX
TOTAL CHARGE
DISCOUNT IF PAID IN 30 DAYS

SIGNATURE

PRINTED NAME

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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:

(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.