RECEIVED

SEP 15 2005

#### KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION CONFIDENTIAL Form Must Be Typed

SEP 39 2005

Form ACO-1

#### KCC WICHITA WELL COMPLETION FORM CONFIDENCE DESCRIPTION OF WELL & LEASE

Operator: License # 5474	Garage State of the State of th	API No. 15 - 065-23075-0000
Name: NORTHERN LIGHTS OIL CO., L	C	County: GRAHAM
D O POV 164		sw_sw_nesec. 11 Twp. 6 s. R. 22 East Wes
ANDOVED KE 67002		2310 feet from S (N)(circle one) Line of Section
NCDA		2200 feet from (E) W (circle one) Line of Section
Operator Contact Person: KURT SMITH		Footages Calculated from Nearest Outside Section Corner:
Phone: ( <u>316</u> ) <u>733-1515</u>		(circle one) (NE) SE NW SW
Contractor: Name: MALLARD JV		Lease Name: HENRY Well #: 2
4050		Field Name: MARIE
Wellsite Geologist: Kurt Smith		Producing Formation: LKC
Designate Type of Completion:		Elevation: Ground: 2236 Kelly Bushing: 2241
✓ New Well Re-Entry V	Vorkover	Total Depth: 3850 Plug Back Total Depth: 3617
✓ OilSWDSIOW		Amount of Surface Pipe Set and Cemented at 232 Fee
Gas ENHR SIGW	•	Multiple Stage Cementing Collar Used?   √ Yes  N
Dry Other (Core, WSW, Expl.,	Cathodic, etc)	If yes, show depth set 1911 Fee
If Workover/Re-entry: Old Well Info as follows:	•	If Alternate II completion, cement circulated from 1911
Operator:		feet depth to 253 w/ 499 sx cm
Well Name:		
Original Comp. Date: Original To	tal Depth:	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)
Deepening Re-perf	•	Chloride content 3000 ppm Fluid volume 2000 bbl
Plug Back Plu	g Back Total Depth	Dewatering method used EVAPORATION
Commingled Docket No		
-		Location of fluid disposal if hauled offsite:
Other (SWD or Enhr.?) Docket No		Operator Name: NORTHERN LIGHTS OIL CO., LC
	<b>=</b> 00 0=	Lease Name: PAKKEBIER License No.: 5474
7-19-05 7-26-05 Spud Date or Pate Reached TD Recompletion Date	7-26-05 Completion Date or Recompletion Date	Quarter <u>NW</u> Sec. <u>11</u> Twp. 6 S. R. <u>22</u> East ✓ West County: <u>GRAHAM</u> Docket No.: D-28,401
Kansas 67202, within 120 days of the spud Information of side two of this form will be held 107 for confidentiality in excess of 12 months). TICKETS MUST BE ATTACHED. Submit CP-4All requirements of the statutes, rules and regulations.	date, recompletion, workover confidential for a period of One copy of all wireline log 4 form with all plugged well ations promulgated to regulations	ith the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, over or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. If 12 months if requested in writing and submitted with the form (see rule 82-3-125 and geologist well report shall be attached with this form. ALL CEMENTING Is. Submit CP-111 form with all temporarily abandoned wells.
herein are complete and correct to the best of m		KCC Office Use ONLY
Title: MANACING PARTNER I		Letter of Confidentiality Attached
Subscribed and sworn to before me this	day of SEPTEM	If Denied, Yes Date:
10 2005		Wireline Log Received
		Geologist Report Received
Notary Public:		UIC Distribution
	KURT L. S OFFICIAL MY COMMISSIO SEAL July 14, 2	ON EXPIRES

#### CONFIDENTIAL

Side Two

SEP 9 2005 ORIGINAL
HENRONFIDENTIAWell#: 2

Operator Name: NC	RIMERNLIGH	S OIL C	.U., LU			April (2000 (1) )		======================================			
Sec. 11 Twp. (	6 s. R. 22	Eas	t ✓ West	County	: GRA	HAM					
INSTRUCTIONS: Si tested, time tool ope temperature, fluid red Electric Wireline Log	n and closed, flowing covery, and flow rate	g and shu s if gas to	t-in pressures, surface test, a	whether she	ut-in pre	essure reached	static level, hydr	ostatic pressur	ests giving interval res, bottom hole ed. Attach copy of all		
Drill Stem Tests Take		<b>✓</b> Y	'es No		√ L	.og Formati	ion (Top), Depth	and Datum	Sample		
Samples Sent to Ge	ological Survey	VY	es No		Nam	e		Тор	Datum		
Cores Taken	J ,	Y	es ✓ No		Anh	ydrite		1911	+330		
Electric Log Run (Submit Copy)		<b>√</b> Y	es No		LKC	;		3492	-1251		
List All E. Logs Run:					вкс	;		3699	-1458		
RAG					Arbuckle 3838 -1599						
		Repo		RECORD		ew Used ermediate, produc	ction, etc.				
Purpose of String	Size Hole Drilled	Sit	ze Casing et (In O.D.)	te Casing Weigh		Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives		
surface	12 1/4	8 5/8		24#		232	common	168	3%gel2%cc		
Production	7 7/8	5 1/2		14#		3839	ASC	150	_		
			ADDITIONAL	CEMENTIN	NG / SQI	JEEZE RECORI	)				
Purpose: Perforate Protect Casing Plug Back TD Plug Off Zone	Top Bottom			#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						
4	3422-3425					250 GAL MCA 3422					
								SEP	DEIVED 1 5 2005		
TUDING RECORD	Si	0-444						KCC	WICHITA		
TUBING RECORD Size Set At Packer At 2 7/8 3637					ī	Liner Run	Yes ✓ No	,			
Date of First, Resumed Production, SWD or Enhr. Producing Method					Flowing	g <b>√</b> Pumpi	ng Gas Li	ft Oth	er <i>(Explain)</i>		
Estimated Production Per 24 Hours	Oil 60	Bbls.	Gas	Mcf	Wate	er B	ibls. (	Gas-Oil Ratio	Gravity		
Disposition of Gas	METHOD OF C	COMPLETIC	DN .		W	Production Inter	val				
Vented Sold (If vented, St	Used on Lease umit ACO-18.)		Open Hole Other (Specia	✓ Perf.	C	Dually Comp.	Commingled				

### CAPPIED CEMENTING CO., INC. 21604

SEP 0 9 2005 REMIT TO P.O. BOX 31 SERVICE POINT: RUSSELL, KANSAS 67665 OAKLEY CONFIDENTIAL TWP. RANGE ON LOCATION
6:45 Pm CALLED OUT JOB START JOB FINISH 4:30AM 5:45 AM STATE LOCATION HILL CITY 13N-6E- NIN WELL# GRAHAM OLD OR NEW (Circle one) **CONTRACTOR** MAIL ARd OWNER SAME TYPE OF JOB HOOLICTED W STRENG HOLE SIZE **ČEMENT CASING SIZE** AMOUNT ORDERED DEPTH 475 SKS 66/40 POZ 686EL **TUBING SIZE DEPTH DRILL PIPE DEPTH** 1911 TOOL **DEPTH** 285° Sks PRES. MAX **MINIMUM** COMMON MEAS. LINE 190 SKS **SHOE JOINT** POZMIX CEMENT LEFT IN CSG. 245Ks GEL PERFS. CHLORIDE @ DISPLACEMENT 463/4 BBL WATER ASC @ **EQUIPMENT** @ (a) @ PUMP TRUCK CEMENTER TERRY @ RECEIVED HELPER WAYNE WAST @ **BULK TRUCK** SFP 15 7005 @ 394 LOWNIE DRIVER (a) BULK TRUCK 377 **DRIVER** @ MILEAGE <u>64 PER SK</u> **REMARKS:** TOTAL RAT Hol **SERVICE** 601401026906 Plo-SEAL WASh TRUCK + LINES DIACE WAS 46 SH BOL WATER DEPTH OF JOB PUMP TRUCK CHARGE PRESSURED TO 3000 PET Shu EXTRA FOOTAGE MILEAGE @ MANIFOLD\_ @ @ @ CHARGE TO: Northern LIGHTS TOTAL STREET CITY\_\_ \_\_\_\_\_STATE \_\_\_\_ZIP PLUG & FLOAT EQUIPMENT (a) 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 TOTAL \_ contractor. I have read & understand the "TERMS AND TAX\_ CONDITIONS" listed on the reverse side. TOTAL CHARGE \_\_\_\_ DISCOUNT ------ IF PAID IN 30 DAYS

SIGNATURE ZANOLA Bellevice

PRINTED NAME

#### 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. 21603

REMIT TO P.O. B					SEP 0 9 ZW	7	SERV	'ICE	POINT:	
RUSS	ELL, KAI	NSAS 676	65	$C_0$	NFDENT	TAL		_	Ð AK	228/
7-25-05	SEC.	TWP.	RANGE		ALLED OUT	ON I	LOCATION			JOB FINISH
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LEASE	WELL#	_2_	LOCATION	15/1	CITY 15	N-60	=-N2i	6	<i>Paham</i>	
OLD OR NEW (Ci	rcle one)					•				
CONTED A CITOD	MAIL	nd )	DR16.		OWNER	· 5A	M C			
CONTRACTOR TYPE OF JOB PA	7			tom s	TAGE	3/7	11/6			
HOLE SIZE	7 %	7.E	19 A F	50°.	CEMENT					
CASING SIZE	51/2		PTH 383	39		ORDERE	D 1503	SKS	ASC.	22686
TUBING SIZE		DE	PTH							
DRILL PIPE		DE	PTH							
TOOL P-V	Tool	DE	PTH 19	///						
PRES. MAX			NIMUM		COMMON_			_@_		
MEAS. LINE		SH	OE JOINT , 4	4.17	POZMIX _			_@_	1 0 A 1407	. 1- 9
CEMENT LEFT IN	I CSG.		44.14		GEL	Contract of the Contract of th	5 <i>K</i> s	_@_	14 %	-12 40
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DISPLACEMENT		BBL W	, ,	M4 6	$ASC_{/3}$	<i>O J/</i> 2	>	_	10 %	1612
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CHARGE TO: 10	ORTHER	N LI	6HIS		5EP 1	5 2005				
STREET					KCCV	VICHI	ΓA		TOTAL	1745
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T AU 10	· · · ·	<b>.</b>			in - CEA	HRAL	ITSAS	_ @ _ . @ .	5000	500
To Allied Cement				4	2 - BA	SKELS		_ @ _	1400	280 %
You are hereby re					1-0-0	700	/ .	_ @ _		3300 %
and furnish ceme		-								-
done to satisfaction									TOTAL	4475 3
contractor. I have		-	_						101111	*
CONDITIONS" 1				עווייי	TAX			_		<b>\</b>
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SIGNATURE	Val	M	KJell	M	l		PRINTI		<del></del>	
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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.
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  - 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.

# CONFIDENTIAL ORIGINAL ALLIED CEMENTING CO., INC. 21591 20. BOX 31 SERVICE POINT:

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

RUSS		NSAS 676	65		P 0 9 2005	521	Russ	e/	
	SEC.	TWP.	RANGE	CON	CALEDOUTAL	ON LOCATION	JOB STA	RT	JOB FINISH
DATE 7-19-05						2'45PM	COUNT	<b>&gt;</b> ∧ Y	4-30ay
LEASE Henry	WELL#	2	LOCATION	Bogue	N to they	24 W	Cosalia	ara	Kausz
OLD OR NEW (Ci	rcle one)		36 4	5N 5	W Ninto				
CONTRACTOR 1	Mallare	1 Doll	iho T	22	OWNER				
TYPE OF JOB	Al-Garce	ι		,2,					
HOLE SIZE 124	N	T.E	0. 2321		CEMENT			-13	
CASING SIZE	35 <sub>6</sub>	DE	PTH 232'		AMOUNT O	RDERED 160	sts Con	~_3	%CC
TUBING SIZE			PTH		Zabel				
DRILL PIPE			PTH						
TOOL			PTH NUMBER		COMMON	160	@ <b>?</b>	20	1392.00
PRES. MAX MEAS. LINE			NIMUM OE JOINT		POZMIX	A see Alle	@_ <del></del> @		1,1 1
CEMENT LEFT IN	I CSG 1	<del>ر کی کا با</del>	OL JOHAI		GEL	3	@	100	42.00
PERFS.	, , , , , , , , , , , , , , , , , , , ,				CHLORIDE	104	@ 33		190.00
DISPLACEMENT	/3	3BU			ASC		@		
	,	JIPMENT	7				@		
							@		***************************************
PUMP TRUCK	CEMENT	ER Ste	Δ.		-		@		
	HELPER	Tren	-		·		@		
BULK TRUCK		4			·		@		
# 282	DRIVER	Prasu					@ @		
BULK TRUCK							@	<b>1</b>	
#	DRIVER				HANDLING	168	_ <u>@</u>	0	268.80
					MILEAGE _	6 E/5k/mil	4		856.80
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STREET					,,,,,	AAIOLIILO			
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					1 Waden Si	Ages Fly			55 00
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To Allied Cement	ting Co	Inc				WWW.WI			
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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.