

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

ORIGINAL

Form ACO-1
September 1999
Form Must Be Typed

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

Operator: License # 33629
Name: Great Plains Energy, Inc.
Address: PO Box 292, 429 N. Linden
City/State/Zip: Wahoo/Nebraska/68066
Purchaser: Eaglewing
Operator Contact Person: Dan Blankenau
Phone: (402) 277.5336
Contractor: Name: WW Drilling, LLC
License: 33575
Wellsite Geologist: Dan Blankenau

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: N/A

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. _____

<u>7/05/06</u>	<u>7/11/06</u>	<u>8/03/06</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 039-20976-0000

County: Decatur

NW NE SE NE Sec. 35 Twp. 4 S. R. 30 East West

1820 feet from S / (N) (circle one) Line of Section

 feet from (E) W (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:

(circle one) (NE) SE NW SW

Lease Name: Sauvage Well #: 3

Field Name: Swede Hollow

Producing Formation: LKC

Elevation: Ground: 2847' Kelly Bushing: 2852'

Total Depth: 4209' Plug Back Total Depth: 4209'

Amount of Surface Pipe Set and Cemented at 262 Feet

Multiple Stage Cementing Collar Used? Yes No

If yes, show depth set 2632 Feet

If Alternate II completion, cement circulated from 2632

feet depth to surface w/ 450 sx cmt.

Drilling Fluid Management Plan alt I KGR 10/30/07
(Data must be collected from the Reserve Pit)

Chloride content 700 ppm Fluid volume 600-800 bbls

Dewatering method used Allow to evaporate then squeeze and cover for farming.

Location of fluid disposal if hauled offsite:

Operator Name: N/A

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: _____

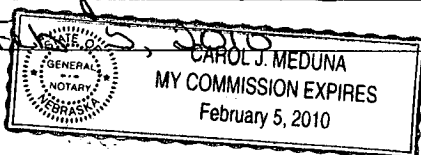
Title: President Date: 12/1/06

Subscribed and sworn to before me this 1st day of December

2006

Notary Public: Carol J. Medina

Date Commission Expires: February 5, 2010



KCC Office Use ONLY

N Letter of Confidentiality Received
If Denied, Yes Date: _____
 Wireline Log Received
 Geologist Report Received
 UIC Distribution

ALLIED CEMENTING CO., INC.

24952

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

SERVICE POINT:
OAKLEY, KS

DATE <u>7-5-06</u>	SEC. <u>35</u>	TWP. <u>4S</u>	RANGE <u>30W</u>	CALLED OUT	ON LOCATION <u>6:30pm</u>	JOB START <u>6:45pm</u>	JOB FINISH <u>7:00pm</u>
LEASE <u>SAUVASE</u>	WELL # <u>#3</u>	LOCATION <u>Selden 3w-9w wind</u>			COUNTY <u>Dearborn</u>	STATE <u>KS</u>	

OLD OR NEW (Circle one)

CONTRACTOR W+W Dnls #4

TYPE OF JOB Surface

HOLE SIZE 12"4 T.D. 263'

CASING SIZE 8 5/8 DEPTH 261'

TUBING SIZE DEPTH

DRILL PIPE DEPTH

TOOL DEPTH

PRES. MAX MINIMUM

MEAS. LINE SHOE JOINT

CEMENT LEFT IN CSG. 15'

PERFS.

DISPLACEMENT 15 1/2

EQUIPMENT

MP TRUCK CEMENTER Fuzzy

102 HELPER Walt

BULK TRUCK

315 DRIVER Kelly

BULK TRUCK

DRIVER

REMARKS:

cement did circulate

Plus down @ 7:00pm

Bob Thanks Fuzzy & crew

CHARGE TO: Great Plains

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 CONDITIONS" listed on the reverse side.

SIGNATURE Kirby Sturt

OWNER SAME

CEMENT

AMOUNT ORDERED 175 com 390cc

290 cc

COMMON	<u>175</u>	@ <u>12²⁰</u>	<u>2135⁰⁰</u>
POZMIX		@ <u>65</u>	<u>49⁹⁵</u>
GEL	<u>3</u>	@ <u>16⁶⁰</u>	<u>49⁸⁰</u>
CHLORIDE	<u>5</u>	@ <u>46⁶⁰</u>	<u>233⁰⁰</u>
ASC		@	
		@	
		@	
		@	
		@	
		@	
		@	
		@	
		@	
HANDLING	<u>183</u>	@ <u>1⁹⁰</u>	<u>347³⁰</u>
MILEAGE	<u>.08454 mile</u>		<u>67344</u>
TOTAL			<u>3439⁰⁰</u>

RECEIVED
KANSAS CORPORATION COMMISSION
DEC 04 2006
CONSERVATION DIVISION
MICHITA, KS

SERVICE

DEPTH OF JOB 261

PUMP TRUCK CHARGE 815⁰⁰

EXTRA FOOTAGE @

MILEAGE 46 @ 500 230⁰⁰

MANIFOLD @

@

@

TOTAL 1045⁰⁰

PLUG & FLOAT EQUIPMENT

1-8 5/8 plug @ 60⁰⁰

@

@

@

@

TOTAL 60⁰⁰

TAX _____

TOTAL CHARGE _____

DISCOUNT _____ IF PAID IN 30 DAYS

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 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 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.

24957

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

SERVICE POINT:
Oakley, KS

DATE <u>7-11-06</u>	SEC. <u>36</u>	TWP. <u>4s</u>	RANGE <u>30w</u>	CALLED OUT	ON LOCATION	JOB START <u>8:00pm</u>	JOB FINISH <u>11:45pm</u>
LEASE <u>SAUVASE</u>	WELL# <u>#3</u>	LOCATION <u>Rey Cord 66-9 1/2 W</u>			COUNTY <u>Dodge</u>	STATE <u>KS</u>	
OLD OR <u>NEW</u> (Circle one)			<u>win</u>				

CONTRACTOR <u>W+W #4</u>	OWNER <u>same</u>
TYPE OF JOB <u>2-stage (Top)</u>	<u>CEMENT</u>
HOLE SIZE	T.D.
CASING SIZE	DEPTH
TUBING SIZE	DEPTH
DRILL PIPE	DEPTH
TOOL <u>DU Tool</u>	DEPTH <u>2632'</u>
PRES. MAX	MINIMUM
MEAS. LINE	SHOE JOINT
CEMENT LEFT IN CSG.	
PERFS.	
DISPLACEMENT	

RECEIVED
KANSAS CORPORATION COMMISSION
DEC 04 2006
CONSERVATION DIVISION
WICHITA, KS

EQUIPMENT	
PUMP TRUCK	CEMENTER <u>Fuzzy</u>
<u>373</u>	HELPER <u>Jarrod</u>
BULK TRUCK	
<u># 394</u>	DRIVER <u>Lonnie</u>
BULK TRUCK	
<u># 377</u>	DRIVER <u>Mike</u>

AMOUNT ORDERED <u>575 l.ite 11/4" class</u>		
<u>500 gal WFR-II</u>	<u>2 gal cla-pro</u>	
<u>used (450 sk)</u>		
COMMON	@	
POZMIX	@	
GEL	@	
CHLORIDE	@	
ASC	@	
<u>lite</u>	<u>450</u>	@ <u>10.25</u> <u>4837.50</u>
<u>Flo-seal</u>	<u>112</u>	@ <u>2.00</u> <u>224.00</u>
<u>WFR-II</u>	<u>500</u>	@ <u>1.00</u> <u>500.00</u>
<u>cla-pro</u>	<u>2</u>	@ <u>25.00</u> <u>50.00</u>
HANDLING <u>6/4</u>	@ <u>1.90</u>	<u>1166.00</u>
MILEAGE <u>108 x sk x mile</u>		<u>2210.40</u>
TOTAL		<u>8988.50</u>

REMARKS:

m.x 500 gal WFR II followed
by 20 BBL RCL mic skin RH
with 435 sks down csg wash out
pump & lines Displace plug
to DU Tool Close DU Tool
@ 1700# cement did circulate
plug down @ 11:45pm
Thanks Fuzzy crew

SERVICE

DEPTH OF JOB	<u>2632'</u>
PUMP TRUCK CHARGE	<u>955.00</u>
EXTRA FOOTAGE	@
MILEAGE	@ <u>N/C</u>
MANIFOLD	@
	@
	@
TOTAL	<u>955.00</u>

CHARGE TO: Great Plains Energy
STREET _____
CITY _____ STATE _____ ZIP _____

PLUG & FLOAT EQUIPMENT

	@	
	@	
	@	
	@	
	@	
TOTAL		

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TAX _____
TOTAL CHARGE _____
DISCOUNT _____ IF PAID IN 30 DAYS

SIGNATURE Paul Beal

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 of this contract, "merchandise" refers to the material described on the front of this contract and to any other materials, products, supplies used, sold, or furnished under the requirements of this contract.

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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.

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ALLIED CEMENTING CO., INC.

24956

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

SERVICE POINT:
OAKLEY, KS

DATE 7-11-06	SEC. 35	TWP. 45	RANGE 30W	CALLED OUT	ON LOCATION 6:30pm	JOB START 7:00pm	JOB FINISH 8:00pm
LEASE SAUVASE	WELL # #3	LOCATION Rexford 66.9 1/2 N			COUNTY Decatur	STATE KS	
OLD OR <u>NEW</u> (Circle one)				WIN			

CONTRACTOR W+W #4

TYPE OF JOB 2-stage (Bottom)

HOLE SIZE 7 7/8 T.D. 4209 93

CASING SIZE 5 1/2 I.S. DEPTH 4212 93

TUBING SIZE _____ DEPTH _____

DRILL PIPE _____ DEPTH _____

TOOL _____ DEPTH _____

PRES. MAX _____ MINIMUM _____

MEAS. LINE _____ SHOE JOINT 42 7/8

CEMENT LEFT IN CSG. 42 7/8

PERFS. _____

DISPLACEMENT 99.24 Bbls

OWNER same

CEMENT

AMOUNT ORDERED 150 sks ASC

10% salt 2% cel

EQUIPMENT

RECEIVED

PUMP TRUCK CEMENTER 373-281 HELPER Sarred KANSAS CORPORATION COMMISSION

BULK TRUCK # 377 DRIVER Larry CONSERVATION DIVISION WICHITA, KS

BULK TRUCK # _____ DRIVER _____

COMMON	@		
POZMIX	@		
GEL	@	<u>3</u>	<u>16 65</u>
CHLORIDE	@		<u>49 95</u>
ASC	@	<u>150</u>	<u>14 20</u>
	@		<u>2130 00</u>
SALT	@	<u>14</u>	<u>19 20</u>
	@		<u>268 00</u>
WTR-II	@	<u>500</u>	<u>1 00</u>
	@		<u>500 00</u>
CLAPLO	@	<u>2.5al</u>	<u>25 00</u>
	@		<u>50 00</u>
HANDLING	@	<u>175 sk</u>	<u>1 90</u>
	@		<u>332 50</u>
MILEAGE	@	<u>.08 x 5K x mile</u>	<u>630 00</u>
TOTAL			<u>3961 25</u>

REMARKS:

Mix 500 gal WTR-II followed by 20 Bbl RCL, 150 sks cement wash out pump & lines displace 99.24 Bbls plug did not land Insert did hold Diap bomb - open DV Tool circulate 2 hrs Sub complete @ 8:00 pm

THANKS Fuzz Protator
Crew Head + Man

SERVICE

DEPTH OF JOB		<u>4212 93</u>
PUMP TRUCK CHARGE		<u>1675 00</u>
EXTRA FOOTAGE	@	
MILEAGE	@	<u>45</u>
	@	<u>5 00</u>
	@	<u>225 00</u>
MANIFOLD	@	
	@	<u>100 00</u>
	@	<u>100 00</u>
TOTAL		<u>2100 00</u>

CHARGE TO: Great Plains Energy

STREET _____

CITY _____ STATE _____ ZIP _____

PLUG & FLOAT EQUIPMENT

1- Guide shoe		<u>160 00</u>
1- AFU Insert (B)		<u>250 00</u>
8- Centralizers	@ <u>50 00</u>	<u>400 00</u>
1- Basket	@	<u>150 00</u>
1- DV Tool	@	<u>3500 00</u>
10- rotating scratcher	@ <u>55 00</u>	<u>2200 00</u>
TOTAL		<u>6660 00</u>

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TAX _____

TOTAL CHARGE _____

DISCOUNT _____ IF PAID IN 30 DAYS

SIGNATURE Frank Bellini

PRINTED NAME

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—**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.