Kansas Corporation Commission Oil & Gas Conservation Division

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE



Operator: License # 31900	API No. 15 - 179-21144-00-00
Name: Nor-West Kansas Oil, L.L.C.	County: Sheridan
Address: RR 2, Box 14	<u>- E/2_ NW _ Sw Sec. 2 Twp. 10 S. R. 29 </u> East West
City/State/Zip:	2,040' feet from S / N (circle one) Line of Section
Purchaser: N/A	930 feet from E / (W) (circle one) Line of Section
Operator Contact Person: Patrick G. Wanker, SecTreas.,	Footages Calculated from Nearest Outside Section Corner:
Phone: (_785) _743-2769	(circle one) NE SE NW (SW)
Contractor: Name: Murfin Drilling Inc.,	Lease Name: Bixenman Brothers Well #: 1
License: 30606 RECEIVED	Field Name: Unknown
Wellsite Geologist: Kitt Noah FEB 1 0 2006	Producing Formation: N/A
Designate Type of Completion:	Elevation: Ground: 2,810' Kelly Bushing: 2,820'
New Well Re-EntryKGGVWICHITA	Total Depth: 4,193' Plug Back Total Depth:
OilSWDSIOWTemp. Abd.	Amount of Surface Pipe Set and Cemented at 269 Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used? ☐Yes ☑No
✓ Dry Other (Core, WSW, Expl., Cathodic, etc)	If yes, show depth set Dry Feet
If Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from Dry
Operator:	feet depth tosx cmt.
Well Name:	Billion Florida Management Plan A 10 1000 13 /
Original Comp. Date:Original Total Depth:	Drilling Fluid Management Plan John KGR /Z// (Data must, be collected from the Reserve Pit)
Deepening Re-perf Conv. to Enhr./SWD	Chloride content 1,400 ppm Fluid volume 600 bbls
Plug BackPlug Back Total Depth	Dewatering method used Chemical Mud
Commingled Docket No	Location of fluid disposal if hauled offsite:
Dual Completion Docket No	
Other (SWD or Enhr.?) Docket No	Operator Name:
10/17/05 10/25/05 10/25/05	Lease Name: License No.:
Spud Date or Date Reached TD Completion Date or	Quarter Sec TwpS. R East West
Recompletion Date Recompletion Date	County: Docket No.:
Kansas 67202, within 120 days of the spud date, recompletion, workove Information of side two of this form will be held confidential for a period of 1 107 for confidentiality in excess of 12 months). One copy of all wireline logs TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells.	
All requirements of the statutes, rules and regulations promulgated to regula	te 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: May 9. Hongy	KCC Office Use ONLY
Title: Jec- Tras Date: 2-9-06	Letter of Confidentiality Received
16/201	If Denied, Yes Date:
Subscribed and sworn to before me the 19/12 day of	, Wireline Log Received
20	Geologist Report Received
Notary Public: My buy lan Schreeden	UIC Distribution
Date Commission Expires: 9/9/08	MARY ANN SCHNEIDER NOTARY PUBLIC
	STATE OF KANICAG

Sec. 2 Twp. T	S R 29	_	d ✓ West	Cor	unty: She	ridan			
NSTRUCTIONS: Shested, time tool open emperature, fluid rec electric Wireline Logs	and closed, flowir overy, and flow rat	and base on and shut es if gas to	of formations -in pressures surface test,	penetrates, whethe	ed. Detail r shut-in p	all cores. Reportessure reache	ed static level, hyd	Irostatic pressu	res, bottom hole
rill Stem Tests Taker (Attach Additional S		√ Ye	es 🗌 No		· Z	Log Forma	ation (Top), Depth	and Datum	Sample
amples Sent to Geo	logical Survey	☐ Ye	es 🗸 No		1	ime nydrite		Тор	Datum
ores Taken		Ye	es 🗸 No			oeka		2,418' 3,683'	-402 -863
lectric Log Run		✓ Ye	es No		1 '	ronto		3,925'	-1,105
(Submit Copy)					Lar	nsing		3,942'	-1,122
st All E. Logs Run:					Bas	se K.C.		4,193'	-1,373
Radiation Gua	rd; Microresi	stivity.							
		Renor		RECOR		New Used ntermediate, prodi	uation at-		
Purpose of String	Size Hole Drilled	Size	e Casing (In O.D.)	V	Veight	Setting	Type of	# Sacks	Type and Perce
Surface	12 1/4"	8 5/8"	(0.0.)	23	33.711.	Depth 279	Coment	Used 180	Additives 3%CC: 2%GE
				-	ζ	1270	OOW	100	3%CC. 2%GE
				-					
D			ADDITIONA	L CEMEN	TING / SC	UEEZE RECOF	RD		
Purpose: Perforate Protect Casing Plug Back TD Plug Off Zone	Depth Top Bottom	Type	of Cement	#Sac	cks Used		Type and	Perce il Additives	3
Shots Per Foot	PERFORATI Specify	ON RECORD	O - Bridge Plu ach Interval Pe	gs Set/Typ	ре	Acid, Fr	acture, Shot, Cemer Amount and Kind of M	nt Squeeze Recoi	rd Deptr
						,			
	· · ·								
							,		
							11111		
				· · ·	<u> </u>				
JBING RECORD	Size	Set At		Packer	At	Liner Run	Yes No		
ate of First, Resumerd F	Production, SWD or E	nhr.	Producing Met	hod	Flowin	<u></u>	 		er (Explain)
timated Production Per 24 Hours	Oil	Bbls.	Gas	Mcf	Wat	er [Bbls. (Bas-Oil Ratio	Gravity
position of Gas	METHOD OF C	OMPLETION				Production Inte	rval	· · · · · · · · · · · · · · · · · · ·	

Allied Cementing Co., Inc P.O. Box 31

Russell, KS 67665

(PAID OCT 2 4 120% VOICE

Haa 16

Invoice Number: 098954

Invoice Date: 10/20/05

Sold Nor West Kansas Oil LLC

To: R. R. #2, Box 14
WaKeeney, KS

67672

RECEIVED FEB 10 2006

KCC WICHITA

Cust I.D....: NorWKS

P.O. Number..: BiyemanBros.#1

P.O. Date...: 10/20/05

Due Date.: 11/19/05 Terms...: Net 30

Item I.D./Desc.	Qty. Used	Unit	Price	Net	TX
Common	180.00	SKS	10.0000	1800.00	т
Gel	3.00	SKS	14.0000	42.00	T
Chloride	6.00	SKS	38.0000	228.00	${f T}$
Handling	189.00	SKS	1.6000	302.40	E
Mileage	28.00	MILE	11.3400	317.52	E
189 sks @.06 pe:	r sk per mi				
Surface	1.00	JOB	670.0000	670.00	E
Mileage pmp trk	28.00	MILE	5.0000	140.00	E

All Prices Are Net, Payable 30 Days Following
Date of Invoice. 1 1/2% Charged Thereafter.

If Account CURRENT take Discount of \$\frac{349.99}{249.99}

ONLY if paid within 30 days from Invoice Date

3499.92

Tax....:

Payments:

0.00
3630.33

0000 * 0.00 * 2,630.33 + 349.99 - 002 * 3,280.34 *

ALLIED CEMENTING CO., INC. Federal Tax I.D.#

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

SERVICE POINT: OAKleyKS

10-18-05 DATE	SEC.	TWP.	RANGE 29	CALLED OUT		CATION 15 Am	JOB START	JOB FINISH
SEYEM AVENS	WELL#	± /	LOCATION G	edd o	STINNEL	(COUNTY Sheriolan	STATE (< 5
OLD OR NEW (Ci			Ganthuy Y					v,'w+V
								() ()
CONTRACTOR			15 # 14	OWNER	501	v6	·	
TYPE OF JOB	3 vc	face_	2/2/	CHERALERIC	T'			
	114	<u>T.D.</u>		_ CEMENT		1 62	~ /	28
CASING SIZE &	<u>, 18 3</u>		TH 269'	AMOUN	I ORDEREL	100	0 (om	2 10 16
TUBING SIZE		DEP		2900	30			
DRILL PIPE		DEP			<u> </u>			
TOOL		DEF				<i>~</i> . ~	1000	1000
PRES. MAX		MIN	IMUM	COMMO	N\	80	@ 10	1800
MEAS. LINE		SHC	E JOINT	POZMIX			@	-1129
CEMENT LEFT IN	CSG.	15 1		GEL		3	@ 17	72
PERFS.				CHLORII	DE	<u>6</u>	@ <u>38°°°</u>	マスアー
DISPLACEMENT		16.1	BBLS	ASC			@	·
	FOL	IPMENT					@	
	EQU	HI IVIISINI			RECEIVED		@	
					- I I I		@	
-		ER Tu			EB 10 200	16	@	
	HELPER	Andr	ew				@	
BULK TRUCK		. 1	•	KC	C MICHI	TA	@	
#377	DRIVER	Ky II.				- C	@	
BULK TRUCK _	administration of	'		د ۱ ماه مه دوست فاهمنونیان بیناند. د ۱ ماه مه دوست فاهمنونیان بیناند.			@69_	
#	DRIVER			— HANDLI	NG 15	34	@ \ <u> </u>	302=
					E .064	3KY in	ا ب	317 =
	****	AADIZG		WILLEAGO				2689
		MARKS:	,	•	·		IOIAL	, 200
Cement d	ich (Sircul	16				₩a f	·- ,
				,		SERVI	CE	
50 b comp	اسر ا ب	<u>a 3</u>	:45Am			· N		7
				DEPTH C	OF JOB		26	9
Thunks		シットル	+	PUMP TI	RUCK CHAI	RGE		670
	133		row		FOOTAGE_		@	• · · · · · · · · · · · · · · · · · · ·
					E 2	8	@ 500	140-
					DLD		@	
				Wizitin C				
							@	
	. .		14	1				85
CHARGE TO:							TOTAL	810
STREET							IOIAL	, 010
STREET				,				
CITY	ST	ATE	ZIP		DITIC	& FI OAT	EQUIPMEN	VТ
# ** 1	•			•	LUG	C FLOAD	EQUII ME	\ <u> </u>
•		•					_ @	
			1				_ @	
To Allied Comer	sting Co	Inc						
To Allied Cemer			manting aquinman	t			_ @	
You are hereby i	equested	to rent cer	nenting equipmen	L				
and furnish cem	enter and	helper to a	issist owner or	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		*		
-contractor to do						**	TOTAI	
done to satisfact	ion and su	ipervision	of owner agent of	•			IOIAI	
contractor. I have	e read &	understan	d the "TERMS Al	ND				
CONDITIONS"				1AX	· · · · · · · · · · · · · · · · · · ·		-	
••	r 5			TOTAL	CHARGE _			
		ř						TD IN 20 D 43
	1		,	DISCOU	NT	- ,	IF PA	ID IN 30 DAY
7 4	·//	, /	/		J 	, 11	/	
SIGNATURE	#4 <i>1\9%</i>	1/1	inh	()	Rt. B	An-	wh	
SIGNATURE			00.0			<u> </u>	ED 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 bement, 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.

0.00 * ., Inc

3,562.03 + 335 • 09 -

3,226.94 *

MAID NOV - 3 2005

INVOICE

Invoice Number: 099117

Invoice Date: 10/26/05

Sold Nor West Kansas Oil LLC

R. R. #2, Box 14 To:

WaKeeney, KS

67672

RECEIVED FEB 1 0 2006

KCC WICHITA

Cust I.D....: NorWKS

P.O. Number..: BixemanBros.#1

P.O. Date...: 10/26/05

Due Date.: 11/25/05

Terms....: Net 30

Item I.D./Desc.	Qty. Used	Unit	Price	Net	TX
Common	120.00	SKS	10.0000	1200.00	Т
Pozmix	80.00	SKS	4.7000	376.00	T
Gel	10.00	SKS	14.0000	140.00	T
FloSeal	50.00	LBS	1.7000	85.00	${f T}$
Handling	212.00	SKS	1.6000	339.20	T
Mielage	26.00	MILE	12.7200	330.72	${f T}$
212 sks @.06 per	sk per mi	country against philips or acceptant	EW1		
Plug	1.00	JOB	750.0000	750,00	T
Mileage pmp trk	26.00	MILE	5.0000	130.00	\mathbf{T}

All Prices Are Net, Payable 30 Days Following Date of Invoice. 1 1/2% Charged Thereafter. If Account CURRENT take Discount of \$ 335.09 ONLY if paid within 30 days from Invoice Date

Subtotal: 3350:92 ·Tax...: 211.11 Payments: 0.00 Total...: 3562.03

3562.03 335.09 335.09

ALLIED CEMENTING CO

CALLED OUT

Federal Tax I.D.# 4

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

10-25.05

TWP.

RANGE

CO., Ii	VC		19770
SERV	ICE PC	INT: دلاح	K5
ON LOCATION		OAM	JOB FINISH
610	COUNT S \ €	rdan	STATE 1
4 w cn			
Ame			
ered 200			
120	@10	,00	1200 376 140
40 190	- @ <u>()</u>	+ 30	3765
10	- @ <u>- -</u>	100	140
)	
	-		
-		70	
50	- @ - T	70	85=
	-		
	- © @		
/ED	- © — _		
2006	- —		
HITA 6 x s k x m	- @	0	-0
HITA	ع ۾ ڇ	<u>~</u>	229
6 X C V V V	- 4		3 3 7 3
0 43× 6 m			- 3 3
	Т	'OTAL	2470-
SERVIO	CE		
	2	420	o'
CHARGE GE スし			750°
GE	@		1
76	-@ - 5	<u>्र</u>	1300
	-		***************************************
•	- @ — @		*****
	_		
	. Т	OTAL	880 50
LUG & FLOAT	'EQUI	PMEN'	Т
	_ w		*
	_ @	**	

PRINTED NAME

10 29 10: <u>DATE</u> LEASE BAOK # 1 LOCATION GALLACE , Huy 40 6 WELL# OLD OR NEW (Circle one) 6 N - 1W - NAW Murgin OWNER__ CONTRACTOR TYPE OF JOB **CEMENT** T.D. **HOLE SIZE** AMOUNT ORDERED **CASING SIZE DEPTH** TUBING SIZE **DEPTH** 4112 DRILL PIPE **DEPTH** TOOL_ **DEPTH** COMMON____(& PRES. MAX **MINIMUM** POZMIX MEAS. LINE SHOE JOINT CEMENT LEFT IN CSG. GEL CHLORIDE . PERFS. DISPLACEMENT ASC ___ **EQUIPMENT** Flo-seal **PUMP TRUCK** CEMENTER TUZZY # 102 HELPER WAIT RECEIVED **BULK TRUCK** FEB 1 0 2006 DRIVER # 218 **BULK TRUCK** DRIVER MILEAGE . 06 **REMARKS:** 55K5 0 1005Ks 40 5FS 10 5K5 DEPTH OF JOB 10 5K5 PUMP TRUCK CHAR EXTRA FOOTAGE MILEAGE MANIFOLD .. CHARGE TO: Workwist KANSAS COLL STREET ____ CITY_____STATE_ ZIP **PLUG** 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 TOTAL done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND TAX -CONDITIONS" listed on the reverse side. TOTAL CHARGE _ ____ IF PAID IN 30 DAY DISCOUNT -Grette Ulmuh

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 charge to CUSTOMER.
- —TOWING CHARGES: ALLIED will make a reasonable attempt to get to and from each job site using its own equipmen. 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: I. 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 merchandisc 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.