

### Kansas Corporation Commission Oil & Gas Conservation Division

Form ACO-1 September 1999 Form Must Be Typed

#### **WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE**

Operator: License # 3956	API No. 15 - 167-23363-0000
Name: Brungardt Oil & Leasing, Inc.	County: Russell
Address: P.O. Box 871	SWSENE_Sec16Twp12SR13 East  West
City/State/Zip: Russell, KS 67665	2550 feet from S / (N)(circle one) Line of Section
Purchaser: N.C.R.A.	1180 feet from (E)/ W (circle one) Line of Section
Operator Contact Person: Gary L. Brungardt	Footages Calculated from Nearest Outside Section Corner:
Phone: ( 785 ) 483-4975	(circle one) NE SE NW SW
Contractor: Name: Mid Kan Well Service	Lease Name: L. Reilly - Harris - Quinn Well #: 1
License: 33695	Field Name: Waldo
Wellsite Geologist:	Producing Formation: Lansing Kansas City
Designate Type of Completion:	Elevation: Ground: 1737 Kelly Bushing: 1742
New Well Re-Entry Workover	Total Depth: 3560 Plug Back Total Depth:
✓ OilSWDSIOWTemp. Abd.	Amount of Surface Pipe Set and Cemented at 387 Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used?
Dry Other (Core, WSW, Expl., Cathodic, etc)	If yes, show depth setFeet
If Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from
Operator:	feet depth tow/sx cmt.
Well Name:	
Original Comp. Date:Original Total Depth:	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)
Deepening Re-perf Conv. to Enhr./SWD	17-7-67
Plug BackPlug Back Total Depth	
Commingled Docket No	Dewatering method used Evaporation
Dual Completion Docket No	Location of fluid disposal if hauled offsite:
Other (SWD or Enhr.?) Docket No	Operator Name:
	Lease Name: License No.:
7-5-06 7-13-06 8-28-06 Spud Date or Date Reached TD Completion Date or	Quarter Sec Twp S. R
Recompletion Date Recompletion Date	County: Docket No.:
per oper-kec-bls	,
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	the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, er or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. I2 months if requested in writing and submitted with the form (see rule 82-3-and geologist well report shall be attached with this form. ALL CEMENTING . Submit CP-111 form with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promulgated to regulations are complete and correct to the best of my knowledge.	ate the oil and gas industry have been fully complied with and the statements
Signature: Lary & Buyered	KCC Office Use ONLY
itle: Own on - Fres. dow Date: 10/5/06	Letter of Confidentiality Received
Subscribed and sworn to before me this 5th day of OCtober	If Denied, Yes Date:
ode.	Wireline Log Received
lotary Public: ( a lene Hackmenter	Geologist Report Received RECEIVED
Date Commission Expires: 10 23 200 CARLE	NE HACHMEISTER OCT - 6 2006
UARLEI	NE HACHMEISTER OCT - 15 FULLE
ST/	ATE OF KANSAS KCC WICHITA

Operator Name: Brungardt Oil & Leasing, Inc.			Lease Name: L. Reilly - Harris - Quinn Well #: 1								
Sec Twp		4	•	st 🗹 West		nty: _Russ					****
INSTRUCTIONS: Stested, time tool ope temperature, fluid re Electric Wireline Log	en and o	closed, flowing and flow rate	g and shues if gas to	ıt-in pressures, o surface test, a	whether long with	shut-in pr	essure reached	static level, hydr	ostatic pressu	res, bott	om hole
Drill Stem Tests Taken  (Attach Additional Sheets)  ✓ Yes No			✓ Log Formation (Top), [			on (Top), Depth	, Depth and Datum		Sample		
· · · · · · · · · · · · · · · · · · ·				Yes ✔ No			ne		Тор		Datum
Cores Taken			See attached Geologist Report.								
ist All E. Logs Run:											
Sonic Log Cement Bond	l Log										·
1445			Repo	CASING ort all strings set-c			ew Used	ion, etc.			***
Purpose of String		Size Hole Drilled	Si	ze Casing et (In O.D.)	W	eight s. / Ft.	Setting Depth	Type of Cement	# Sacks Used		and Percent
Surface	12	- 1/4"	8 - 5/8"	<del></del>	23#		387	Common	225	Additives 2% gel 3% cc	
Oil String	oil String 7 - 7/8"		4 1/2		10.5#		3545	Common	250	10% Salt	
			<u></u>			•					· · · · · · · · · · · · · · · · · · ·
Purpose:	7	Depth	<u> </u>		I		UEEZE RECORD				
Perforate Protect Casing Plug Back TD Plug Off Zone		Top Bottom	Type of Cement		#Saci	ks Used	Type and Percent Additives		s		
Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated				ė		cture, Shot, Cemen		ord	Depth	
2	3058 -	3060					500 gallons 1	5% acid			3058, 3060
2 2997 - 3000						500 gallons 15% acid				2997, 3000	
	·	· · · · · · · · · · · · · · · · · · ·				***************************************					
						***************************************					
TUBING RECORD	Siz 2	ze 3/8	Set At 3406		Packer None	At	Liner Run	]Yes ☑ No			1
Date of First, Resumer 8/28/06	d Produc	tion, SWD or E	inhr.	Producing Meth	od	Flowing	g 📝 Pumpin	g Gas Lif	ft Oth	er (Explair	1)
Estimated Production Per 24 Hours		Oil X	Bbis. 60	Gas 1	s Mcf			ols. G	Bas-Oil Ratio	1 10 17 2 2 3 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	Gravity 39
Disposition of Gas	ı	METHOD OF C	OMPLETIC	ON		*· * <u>-</u> *· · · · · · · · · · · · · · · · · · ·	Production Interv	/al			
Vented Sold (If vented, Su		sed on Lease O-18.)		Open Hole Other (Specif	✓ Per	f. [] [	Dually Comp.	Commingled		R	ECEIV
								_		0	CT - 6 70

KCC WICHITA

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

Russell, KS 67665

Invoice Number: 103372

Invoice Date: 07/13/06

Completion N

Sold Brungardt Oil Company

To: P. O. Box 871 Russell, KS

67665

Cust I.D....: Brung

P.O. Number ..: L. ReillyHarris dunn

P.O. Date...: 07/13/06

Due Date.: 08/12/06 Terms...: Net 30

Item I.D./Desc.	Qty. Used	,	Unit	Price	Net	TX
Common	275.00		SKS	10.6500	2928.75	T
Salt	25.00	i	SKS	19.2000	480.00	${f T}$
WFR-2	500.00		GAL	1.0000	500.00	T
Handling	300.00		SKS	1.9000	570.00	E
Mileage	20.00		MILE	24.0000	480.00	Ε
300 sks @.08 pe	r sk per mi					
Prod. String	1.00		JOB	1610.0000	1610.00	Ė
Mileage pmp trk	20.00		MILE	5.0000	100.00	E
Guide Shoe	1.00		EACH	125.0000	125.00	T
Insert	1.00		EACH	215.0000	215.00	T
Turbolizers	6.00		EACH	55.0000	330.00	$\mathbf{T}$
TRP	1.00		EACH	55.0000	55.00	T

All Prices Are Net, Payable 30 Days Following Date of Invoice. 1 1/2% Charged Thereafter. If Account CURRENT take Discount of \$\frac{739.37}{000} ONLY if paid within 30 days from Invoice Date

 Subtotal:
 7393.75

 Tax....:
 338.27

 Payments:
 0.00

 Total...:
 7732.02

Ledust

RECEIVED OCT - 6 2006 KCC WICHITA \$ 699265, 207/21/00 207/21/00 Allied Cementing Co., Inc P.O. Box 31

Russell, KS 67665

Invoice Number: 103371

Invoice Date: 07/13/06

Sold Brungardt Oil Company

To: P. O. Box 871 Russell, KS 67665 Orillung

Cust I.D....: Brung

P.O. Number. .: L. ReillyHarris Junn

P.O. Date...: 07/13/06

Due Date.: 08/12/06 Terms...: Net 30

Item I.D./Desc.	Qty. Used	Unit	Price	Net	TX
Common	225.00	SKS	10.6500	2396.25	Т
Gel	4.00	SKS	16.6500	66.60	T
Chloride	7.00	SKS	46.6000	326.20	T
Handling	236.00	SKS	1.9000	448.40	E
Mileage	22.00	MILE	18.8800	415.36	E
236 sks @.08 pe	r sk per mi				
Long Surface	1.00	JOB	815.0000 -	815.00	Ε
Mileage pmp trk	22.00	MILE	5.0000	110.00	E
Rubber Plug	1.00	EACH	100.0000	100.00	T
_					

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

If Account CURRENT take Discount of \$\frac{467.78}{677.81}\$

ONLY if paid within 30 days from Invoice Date

Subtotal:

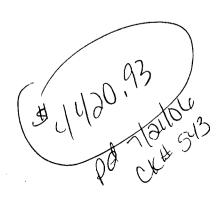
Tax....:

Payments:

0.00
4888.71

Doduct.

RECEIVED OCT - 6 7008 KCC WICHITA



# CEMENTING CO., INC. 25597

REMIT TO P.O. BOX 31 SERVICE-POINT: **RUSSELL, KANSAS 67665** RANGE W CALLED OUT ON LOCATION SEC. TWP. COUNTY STATE LOCATION BLAKER 4526 LEASE/ALZES CLATA WELL# **OLD** OR NEW (Circle one) SUETILLS **CONTRACTOR OWNER** PRONICTION STRING TYPE OF JOB -**CEMENT HOLE SIZE** DEPTH 3651 AMOUNT ORDERED <u>275 Com, 10% SALT</u> **CASING SIZE** 500 GUI W/2-2 **TUBING SIZE DEPTH DRILL PIPE DEPTH TOOL DEPTH** PRES. MAX **MINIMUM** COMMON\_ MEAS. LINE SHOE JOINT POZMIX CEMENT LEFT IN CSG. GEL @ CHLORIDE @ 56 ZBL **DISPLACEMENT** ASC (a) @ **EQUIPMENT** (a) PUMP TRUCK CEMENTER \_/ILAKIC @ 366 TIDAY HELPER (a) **BULK TRUCK** @ 345 **DRIVER BULK TRUCK** @ **DRIVER** HANDLING @ MILEAGE \_ **REMARKS:** TOTAL \_ **SERVICE** DEPTH OF JOB PUMP TRUCK CHARGE 16017 EXTRA FOOTAGE \_\_\_\_\_\_@ \_\_\_ MILEAGE \_\_ @ MANIFOLD \_\_\_\_\_ @ \_ \_ @ TOTAL \_\_\_\_\_ STREET \_ PLUG & FLOAT EQUIPMENT To Allied Cementing Co., Inc. @\_ -- You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or RECEIVED contractor to do work as is listed. The above work was TOTAL - 5 2008 done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND TAX\_ KCC WICHITA CONDITIONS" listed on the reverse side. TOTAL CHARGE \_ - IF PAID IN 30 DAYS SIGNATURE Burton Been

#### GENERAL TERMS AND CONDIN

DEFINITIONS: In these terms and conditions, "Allied" shall mean Allied Cementing Co., Inc., and "Customer" share of 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.

21029

SERVICE POINT: REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665 B7-2-06 TWP RANGE CALLED OUT 11:30PM 10:00 Pm LOCATION BUNKOR OLD OR NEW (Circle one) #( **OWNER** TYPE OF JOB **CEMENT HOLE SIZE** AMOUNT ORDERED 225 St Com 3%cc CASING SIZE 8 > New DEPTH **TUBING SIZE DEPTH** DRILL PIPE **DEPTH** TOOL DEPTH PRES. MAX **MINIMUM** COMMON\_ MEAS. LINE SHOE JOINT POZMIX \_ CEMENT LEFT IN CSG. 20 GEL CHLORIDE DISPLACEMENT @ **EQUIPMENT** @ PUMP TRUCK CEMENTER GNEWN @ HELPER GARY 398 @ **BULK TRUCK** @ DRIVER BRIDE @\_\_\_ BULK TRUCK \_\_\_\_@ DRIVER HANDLING \_\_\_\_\_@ MILEAGE \_\_\_ REMARKS: TOTAL **SERVICE** DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE \_\_\_\_\_@ MILEAGE MANIFOLD \_ @ . \_\_\_\_\_@ CHARGE TO: BRUNG AROY VIL TOTAL \_ STREET \_\_\_\_ STATE \_\_\_\_\_ ZIP\_\_ PLUG & FLOAT EQUIPMENT 85/8 RUBBER Plug (solio) To Allied Cementing Co., Inc. You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractorato 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. RECEIVED TOTAL CHARGE -DISCOUNT -**KCC WICHITA** SIGNATURE Button B 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.