## 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

ORICINAL

Operator: License # 32693	API No. 15 - 159-22420-00-00
Name: Hawkins Oil, L.L.C.	County: Rice
Address: 427 S. Boston, Suite 915	NW _NE_NE Sec. 20 _ Twp. 19 _ S. R. 9 East ⊠ West
City/State/Zip: Tulsa, OK 74103	
Purchaser: SemCrude	990 feet from (E) W (circle one) Line of Section
Operator Contact Person: James F. Hawkins, Jr.	Footages Calculated from Nearest Outside Section Corner:
Phone: (916) 362-7743  Contractor: Name: C & G Drilling Co.	(circle one) NE SE NW SW  Lease Name: Habiger Well #: C-2
License: 32701	Field Name: Chase-Silica
Wellsite Geologist: Paul Ramondetta	Producing Formation: Arbuckle
	Elevation: Ground: 1717' Kelly Bushing: 1724'
Designate Type of Completion:	Total Depth: 3273 Plug Back Total Depth: 3268
New Well Re-Entry Workover	0.404
Oil SWD SIOW Temp. Abd Gas ENHR SIGW	Amount of Surface Pipe Set and Cemented at Feet with 165 sx cement Multiple Stage Cementing Collar Used? Yes X No
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 NA
Operator:	feet depth tow/sx cmt.
Well Name:	200 - 100 - 1
Original Comp. Date: Original Total Depth:	Orilling Fluid Management Plan (Data must be collected from the Reserve Pil)
Deepening Re-perf Conv. to Enhr./SWD	Chloride contentppm Fluid volumebbls
Plug Back Plug Back Total Depth	Dewatering method used
Commingled Docket No.	
Dual Completion Docket No	Location of fluid disposal if hauled offsite:
Other (SWD or Enhr.?) Docket No	Operator Name:
10.08.04	Lease Name: License No.:
Spud Date or Date Reached TD Completion Date or	Quarter Sec Twp S. R East West
Recompletion Date Recompletion Date	County: Docket No.:
Kansas 67202, within 120 days of the spud date, recompletion, worked information of side two of this form will be held confidential for a period of	th the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, wer or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. 12 months if requested in writing and submitted with the form (see rule 82-3-s and geologist well report shall be attached with this form. ALL CEMENTING s. Submit CP-111 form with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promulgated to regulate are complete and correct to the best of my knowledge.	late the oil and gas industry have been fully complied with and the statements
Signature: Mark James 3/61/05	KCC Office Use ONLY
Title: Date: 3/61/05	Letter of Confidentiality Attached
Subscribed and sworn to before me this day of which the day of the	If Denied, Yes Date: RECEIVED Wireline Log Received
1008 Book O Baker is	Geologist Report Received MAR 0 7 2005
Notary Public: Still for Sance	UIC Distribution
Date Commission Expires: 114-13-06	FO2003996 KCC WICHITA

•	Hawkins O				Name:_			Well #:	C-2		
Sec. 20 · Twp. 19	9s. R9	East	X West	County	y:	Rice				<del> </del>	
NSTRUCTIONS: Sho ested, time tool open a emperature, fluid recor Electric Wireline Logs s	and closed, flowing very, and flow rates	and shut- if gas to	in pressures, surface test, a	whether slatong with the	hut-in pre	ssure reached s	static level, hydros	static pressu	res, botto	m hole	
Orill Stem Tests Taken (Attach Additional Si	heets)	X Ye	es No		XL	og Formatio	on (Top), Depth ar	nd Datum	<u>X</u>	Sample	
Samples Sent to Geolo	•	☐ Ye	s No		Nam	Name		Тор		Datum	
Cores Taken	ogical calley	□ Ye			Heebner			2749		-1017	
Electric Log Run (Submit Copy)		X Ye	<del></del>		:	sing		2901		-1169	
List All E. Logs Run:  Gamma Ray/Neutron/Collar I		Locato	TD		rbuckle D		3232 -150 3273		-1500		
			t all strings set-			ermediate, product	T				
Purpose of String	Size Hole Drilled		e Casing (In O.D.)		ight / Ft.	Setting Depth	Type of Cement	# Sacks Used		and Percent Additives	
Surface	12½	8-	-5/8"	23#		248'	Regular Class A	165	No	one	
Production	7-7/8"	8" 5-1/2"		14#		2374' ASC		120		onite 5: 10% eal 6%	
			ADDITIONAL	CEMENT	NG / SQL	JEEZE RECORD		1			
Purpose: Perforate Protect Casing Plug Back TD Plug Off Zone	Depth Top Bottom	Туре	of Cement		s Used			ercent Additive	es		
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					
2 SPF 2341' - 2361' Arbuckle				Acidized MCA acid	l with 300	gal.	15%				
										1	
TUBING RECORD	Size 2-7/8"	Set At 2982	) <b>1</b>	Packer .		Liner Run	Yes X No				
Date of First, Resumed F			Producing Met	None hod	Flowin				her <i>(Explair</i>		
11/19/04 Estimated Production Per 24 Hours	Oil 4 8	Bbls.	Gas O	Mcf	Wate	er B		as-Oil Ratio	RECE	Gravity	
Disposition of Gas	METHOD OF C					Production Inter	val		MAR O		
Vented Sold (If vented, Sun	Used on Lease		Open Hole Other (Spec	X Per	f. 🔲 (	Dually Comp.	Commingled	K	CC W	ICHITA	

## ALLIED CEMENTING CO., INC. 20132 Federal Tax I.D.

REMIT TO P.O. BO RUSSEI					
DATE KO -9 ALS	SEC.	TWP.	RANGE <b>A</b>	CALLED OUT	ON I

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665	SERVICE POINT:					
DATE A GO SEC. TWP. RANGE	CALLED OUT	ON LOCATION	JOB START <b>→ 430</b>	JOB FINISH		
LEASE Hobigen WELL# 2 LOCATION 3 / /3  OLD OR (NEW Circle one)	· •		COUNTY	STATE		
CONTRACTOR C+G Dulg	OWNER /	Lowkins	01/161	<u> </u>		
HOLE SIZE 12/4 T.D. 25-6	CEMENT					
CASING SIZE 8 DEPTH 34 5	AMOUNT OR	DERED 145	Elss, 370	CC 226		
TUBING SIZE DEPTH DRILL PIPE DEPTH OCAL land	ni -	1000				
TOOL DEPTH TI,						
PRES. MAX MINIMUM	COMMON	165 her	_@ <i>_7.8</i> 5_	1295,28		
MEAS. LINE SHOE JOINT	POZMIX		@			
CEMENT LEFT IN CSG. 20 F+ - PERFS.	GEL	344		33.00		
DISPLACEMENT /6BB	CHLORIDE _ ASC	Su4	@ <i>_<b>33.0</b>0</i> 	165.00		
EOUIPMENT	ASC			-		
EQUIPMENT						
PUMP TRUCK CEMENTER In M			@			
# / 8/ HELPER BUT			@			
BULK TRUCK						
# DRIVER Bud		<u> </u>	@			
BULK TRUCK						
# DRIVER	HANDLING	173 rus	_ @ <i>1.3</i> \$	Z33.ss		
	MILEAGE	173 kg 0		A0.30		
NOQUES PIC-			TOTAL	1917.10		
Hortup to Rigs In in It Buch		SERV	ICE			
my 1655K5 370 DC 270 Gol -	DEDTH OF IO	B 248				
Diso w 16 bbl tho - 100 0/49 -	<ul><li>PUMPTRUCK</li></ul>			570.00		
Close in	EXTRA FOOT	· · · · · · · · · · · · · · · · · · ·	@	5 10.00		
use up		22	`	88.00		
	MANIFOLD_	· · · · · · · · · · · · · · · · · · ·				
		<u></u>	@	<del></del>		
11/01/0-			@			
CHARGE TO: Hanking Oil + Gas-		•		100		
STREET			TOTAL	_658.00		
CITYSTATEZIP						
STATE ZIF		PLUG & FLOA	T EQUIPMEN	$\mathbf{T}$		
	No Place	7				
	/ /		@			
	177.114.104		@			
To Allied Cementing Co., Inc.		· · ·	@			
You are hereby requested to rent cementing equipment		RECEIVED	<b>)</b>			
and furnish cementer and helper to assist owner or						
contractor to do work as is listed. The above work was		MAR 0 7 2005	TOTAL			
done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND"	i	KCC WICH	IOIAL			
CONDITIONS" listed on the reverse side.	TAX	ACC WICH	_			
CONDITIONS Hated Off the Teverse side.	TOTAL CILLS	OCE.				
		RGE				
	DISCOUNT _		IF PAI	D IN 30 DAYS		
$\mathcal{P}$	<b>*</b>					
SIGNATURE Syou Highes	Bry	ran Hugh PRINT	es			
	•	DYTNI	TED 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. 20202/

REMIT TO P.O. B	OX 31 ELL, KANSAS 67	7665	SERVICE POINT:					
ROSS	222, 111 11 151 15 07	005			the Ban	<i>A</i>		
DATE 10 - 12 - 04	SEC. TWP.	RANGE	CALLED OUT 5/00 AM	ON LOCATION	JOB START	JOB FINISH		
LEASE Habiger	WELL# _3	LOCATION Chas	- 311 3KE	Slanta	COUNTY	STATE		
OLD OR NEW (Cir				/ - 1006	13300	, v-,-		
CONTRACTOR C			OWNER	Some	J			
TYPE OF JOB			OWNER	Jame				
HOLE SIZE 77	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	D. 3274'	CEMENT					
CASING SIZE 5		EPTH3273'	-	RDERED 12012	. ASC S#	Kohnelik		
TUBING SIZE		ЕРТН	500 gal A	54.				
DRILL PIPE	D	EPTH	5					
TOOL		EPTH	_					
	_	IINIMUM	COMMON_		_@			
MEAS. LINE		HOE JOINT I' Pleat			_@			
CEMENT LEFT IN	CSG. I'	Sf <sub>0</sub>	CLL _		_@			
PERFS.			CHLORIDE	1-	_@	.454		
DISPLACEMENT	•		ASC	120	_0 <u>8.P</u>	1176.00		
	EQUIPMEN	T	1 1 2	(a) (a)		-20000		
			Kolseal	600#	_@ <b>5</b> 0	_300.00		
	CEMENTER	0	-		_@			
# 18)	HELPER De	m Dimit m			_			
BULK TRUCK		,			- <sup>@</sup>			
_ <del></del>	DRIVER Cy	<u> </u>	-		_			
BULK TRUCK		0			_	-		
#]	DRIVER		- HANDLING	123	@ <u>1,35</u>	233,55		
			MILEAGE _	23x 123x.0	5	198,95		
	REMARKS	<b>:</b> :			TOTAL	2408,50		
Rom 3222 D 5	Fra. Brah	e Circulation.						
Pumarà 550	and Felh les	ANDEL MA GERMA	-	SERVI	CE			
ASC 5ª Kol	201 St. Wa	had we had			<u> </u>			
Released Plus	2. Durlos	durch hain b	DEPTH OF J	OB 3223'				
H20 Lond	a foul la	900 * Released		CK CHARGE		1180.00		
Tall bus	Hald. 1		EXTRA FOO		_ @			
		<del>Q</del> 0	MILEAGE _	<i>ઢ</i> 3	@ <u>4.00</u>	23.00		
		Thonk	- MANIFOLD		_ @			
					_@			
<b>4.</b> a	- 1				_ @			
CHARGE TO: Ho	D. O mideu	sall 6	-					
CTDEET					TOTAL	1272.00		
			-					
CITY	STATE	ZIP	-	PLUG & FLOAT	T EQUIPMEN	T		
			·	0	0.014	2/ 4		
				et Share	_@ <i>.2\63.0</i> 0_			
			1-55 Rul	tulizen		250,00		
To Allied Cement	•		1-23 Km	- Karakaran		60.00		
•	-	ementing equipment			_ @ _ @			
and furnish cemer	-		F	RECEIVED	_ @			
		The above work was		MAR 0 7 2005	TPO TPAT	CD2 - 2		
	-	n of owner agent or			IOIAL	523,00		
		nd the "TERMS AND	TAX <b>K</b> (	CC WICHITA				
CONDITIONS" I	isied on the rever	rse side.			=			
			TOTAL CHA	RGE	-			
			DISCOUNT		IF PAI	D IN 30 DAYS		
< )	atola. D			- 110		_		
<b>\ \</b> /	1/N W L-100 1 1/1	77 77	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	- N. I.A	1 _			

#### **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.