

WELL COMPLETION FORM  
WELL HISTORY - DESCRIPTION OF WELL & LEASE

ORIGINAL

Operator: License # 31191  
 Name: R&B Oil & Gas  
 Address: PO Box 195  
 City/State/Zip: Attica, Kansas 67009-0195  
 Purchaser: \_\_\_\_\_  
 Operator Contact Person: Randy Newberry  
 Phone: (620) 254-7251  
 Contractor: Name: Duke Drilling Co., Inc.  
 License: 5929  
 Wellsite Geologist: Tim Pierce  
 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: \_\_\_\_\_  
 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. \_\_\_\_\_  
 11-12-04 11-19-04 11-19-04  
 Spud Date or 11-19-04  
 Recompletion Date Date Reached TD Completion Date or  
 Recompletion Date

RECEIVED  
MAR 30 2005  
KCC WICHITA

API No. 15 - 007-22864-00-00  
 County: Barber County, Kansas 120' E of  
 NW NE NE \_\_\_\_\_ Sec. 6 Twp. 31 S. R. 11  East  West  
330 feet from (S) N (circle one) Line of Section  
870 feet from (E) W (circle one) Line of Section  
 Footages Calculated from Nearest Outside Section Corner:  
 (circle one) NE SE NW SW  
 Lease Name: Chain Ranch Well #: 1-6  
 Field Name: \_\_\_\_\_  
 Producing Formation: \_\_\_\_\_  
 Elevation: Ground: 1785' Kelly Bushing: 1793'  
 Total Depth: 4461' Plug Back Total Depth: \_\_\_\_\_  
 Amount of Surface Pipe Set and Cemented at 230 Feet  
 Multiple Stage Cementing Collar Used?  Yes  No  
 If yes, show depth set \_\_\_\_\_ Feet  
 If Alternate II completion, cement circulated from \_\_\_\_\_  
 feet depth to \_\_\_\_\_ w/ \_\_\_\_\_ sx cmt.

Drilling Fluid Management Plan P & A KGR 3/5/08  
 (Data must be collected from the Reserve Pit) 320  
 Chloride content \_\_\_\_\_ ppm Fluid volume \_\_\_\_\_ bbls  
 Dewatering method used Haul to Disposal  
 Location of fluid disposal if hauled offsite: \_\_\_\_\_  
 Operator Name: Jody Oil & Gas Corp.  
 Lease Name: Sanders 3A License No.: 3288  
 Quarter SW Sec. 20 Twp. 31 S. R. 8  East  West  
 County: Harper Docket No.: D-23, 313


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: Randy Newberry  
 Title: President Date: 3-28-05

Subscribed and sworn to before me this 28<sup>th</sup> day of March, 2005.

Notary Public: Jane Swingle  
 My Commission Expires: 1-6-2007

 **JANE SWINGLE**  
 Notary Public - State of Kansas  
 My Appt. Exp. 1-6-07

KCC Office Use ONLY  
 Letter of Confidentiality Attached  
 If Denied, Yes  Date: \_\_\_\_\_  
 Wireline Log Received  
 Geologist Report Received  
 UIC Distribution

X

Operator Name: R&B Oil & Gas Lease Name: Chain Ranch Well #: 1-6

Sec. 6 Twp. 31 S. R. 11  East  West County: Barber County, Kansas

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all final copies of drill stems tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface test, along with final chart(s). Attach extra sheet if more space is needed. Attach copy of all Electric Wireline Logs surveyed. Attach final geological well site report.

<p>Drill Stem Tests Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(Attach Additional Sheets)</i></p> <p>Samples Sent to Geological Survey <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Electric Log Run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(Submit Copy)</i></p> <p>List All E. Logs Run:</p>	<p><input type="checkbox"/> Log Formation (Top), Depth and Datum <input checked="" type="checkbox"/> Sample</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">Name</td> <td style="width:20%;">Top</td> <td style="width:20%;">Datum</td> </tr> <tr> <td>Mississippi</td> <td>4427</td> <td>-2637</td> </tr> </table> <p style="text-align: center; font-weight: bold; font-size: 1.2em;">RECEIVED</p> <p style="text-align: center; font-weight: bold; font-size: 1.2em;">MAY 19 1958</p>	Name	Top	Datum	Mississippi	4427	-2637
Name	Top	Datum					
Mississippi	4427	-2637					

CASING RECORD <input type="checkbox"/> New <input type="checkbox"/> Used							
Report all strings set-conductor, surface, intermediate, production, etc.							
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacjs Used	Type and Percent Additives
Surface	12-1/4"	8-5/8"	28#	230'	60/40 Poz	215	3%cc 2%gel

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate <input type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone				

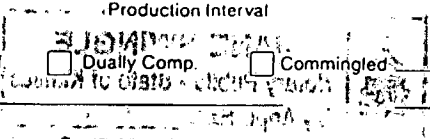
Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record <i>(Amount and Kind of Material Used)</i>	Depth

TUBING RECORD	Size	Set At	Packer At	Liner Run <input type="checkbox"/> Yes <input type="checkbox"/> No
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Date of First, Resumed Production, SWD or Enhr. \_\_\_\_\_ Producing Method  Flowing  Pumping  Gas Lift  Other (Explain) \_\_\_\_\_

Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcl	Water Bbls.	Gas-Oil Ratio	Gravity
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Disposition of Gas  Vented  Sold  Used on Lease *(If vented, Sumit ACO-18.)* METHOD OF COMPLETION  Open Hole  Perf.  Dually Comp.  Commingled  Other (Specify) \_\_\_\_\_



# ALLIED CEMENTING CO., INC.

17336

ORIGINAL

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

SERVICE POINT:  
MEDICINE LODGE

DATE <u>11-12-04</u>	SEC. <u>6</u>	TWP. <u>31s</u>	RANGE <u>11W</u>	CALLED OUT <u>3:00 PM</u>	ON LOCATION <u>4:15 PM</u>	JOB START <u>6:00 PM</u>	JOB FINISH <u>6:15 PM</u>
LEASE <u>CHAIN RANCH</u>	WELL # <u>1-6</u>	LOCATION <u>ISABEL RD. + RIDGE RD.</u>			COUNTY <u>BARBER</u>	STATE <u>KANSAS</u>	
OLD OR <u>NEW</u> (Circle one)		<u>1/2 N TO CHAIN RANCH, 1/2 W, 7 W</u>					

CONTRACTOR DUNE #2

TYPE OF JOB SURFACE CASING

HOLE SIZE 12 1/4" T.D. 230'

CASING SIZE 8 5/8" X 28" DEPTH 230'

TUBING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_

DRILL PIPE \_\_\_\_\_ DEPTH \_\_\_\_\_

TOOL \_\_\_\_\_ DEPTH \_\_\_\_\_

PRES. MAX 150" MINIMUM \_\_\_\_\_

MEAS. LINE \_\_\_\_\_ SHOE JOINT \_\_\_\_\_

CEMENT LEFT IN CSG. 15'

PERFS. \_\_\_\_\_

DISPLACEMENT 13 1/2 BBLs WATER

OWNER R+B OIL & GAS

CEMENT AMOUNT ORDERED  
215 SY 60:40:2 + 3% CARI 2

COMMON A	<u>129</u>	@	<u>7.85</u>	<u>1012.65</u>
POZMIX	<u>86</u>	@	<u>4.10</u>	<u>352.60</u>
GEL	<u>4</u>	@	<u>11.00</u>	<u>44.00</u>
CHLORIDE	<u>7</u>	@	<u>33.00</u>	<u>231.00</u>
ASC		@		

EQUIPMENT

PUMP TRUCK # 343 CEMENTER KEVIN BRUNGALDT  
HELPER MARK BRUNGALDT

BULK TRUCK # 364 DRIVER JERRY CUSHENBERY

BULK TRUCK # \_\_\_\_\_ DRIVER \_\_\_\_\_

RECEIVED  
MAR 30 2005  
KCC WICHITA

HANDLING	<u>226</u>	@	<u>1.35</u>	<u>305.10</u>
MILEAGE	<u>226 - MINIMUM</u>			<u>150.00</u>
TOTAL				<u>2095.35</u>

REMARKS:  
RUN 8 5/8" CSG. + BREAK CIRCULATION  
REG UP TO CEMENT PUMP  
PUMP 5 BBLs FRESH WATER  
MIX 215 SY 60:40:2 + 3% CARI 2  
DISPLACE PLUG TO 215' / 13 1/2 BBLs  
CEMENT DID CIRCULATE

CHARGE TO: R+B OIL & GAS

STREET P.O. BOX 195

CITY ATTICA STATE KANSAS ZIP 67009

SERVICE

DEPTH OF JOB	<u>230'</u>			
PUMP TRUCK CHARGE				<u>570.00</u>
EXTRA FOOTAGE		@		
MILEAGE	<u>12</u>	@	<u>4.00</u>	<u>48.00</u>
TOTAL				<u>618.00</u>

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.

PLUG & FLOAT EQUIPMENT

MANIFOLD	<u>8 5/8" SURFACE PLUG</u>	@	<u>45.00</u>	<u>45.00</u>
TOTAL				<u>45.00</u>

SIGNATURE [Signature]

TAX \_\_\_\_\_

TOTAL CHARGE 2759.35

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 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. 17338

ORIGINAL

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

SERVICE POINT: MEDICINE LODGE

DATE <u>11-19-04</u>	SEC. <u>6</u>	TWP. <u>31s</u>	RANGE <u>11W</u>	CALLED OUT <u>7:00AM</u>	ON LOCATION <u>9:15 AM</u>	JOB START <u>10:00 AM</u>	JOB FINISH <u>11:30 AM</u>
LEASE <u>CHAIN RANCH</u>		WELL # <u>1-6</u>		LOCATION <u>ISABEL RD + RENEE RD.</u>		COUNTY <u>BARBER</u>	STATE <u>KANSAS</u>
OLD OR NEW (Circle one) <u>NEW</u>			<u>1/2 N TO CHAIN RANCH, 1/2 W 42S</u>				

CONTRACTOR LUKE #2

TYPE OF JOB ROTARY AUG

HOLE SIZE 7 7/8" T.D. \_\_\_\_\_

CASING SIZE 3 7/8" DEPTH 230'

TUBING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_

DRILL PIPE A 1/2" 16.6' DEPTH 600'

MOOL \_\_\_\_\_ DEPTH \_\_\_\_\_

PRES. MAX \_\_\_\_\_ MINIMUM \_\_\_\_\_

MEAS. LINE \_\_\_\_\_ SHOE JOINT \_\_\_\_\_

CEMENT LEFT IN CSG. \_\_\_\_\_

PERFS. \_\_\_\_\_

DISPLACEMENT 5 BBL WATER

OWNER R+B OIL & GAS

CEMENT AMOUNT ORDERED 135x 60:40:6

COMMON <u>A</u>	<u>31</u>	@ <u>7.85</u>	<u>635.85</u>
POZMIX	<u>54</u>	@ <u>4.10</u>	<u>221.40</u>
GEL	<u>7</u>	@ <u>11.00</u>	<u>77.00</u>
CHLORIDE		@	
ASC		@	
<b>RECEIVED</b>			
<b>MAR 30 2005</b>			
<b>KCC WICHITA</b>			
HANDLING <u>142</u>	@ <u>1.35</u>		<u>191.70</u>
MILEAGE <u>142 - MINT HURL</u>			<u>150.00</u>

**EQUIPMENT**

PUMP TRUCK # 343 CEMENTER KEVIN BRUNBOLD

BULK TRUCK # 364 DRIVER LARRY GOLDSBERRY

HELPER BILL McROD

DRIVER \_\_\_\_\_

REMARKS: 11-19-04

- 50sq - 600'
- 50sq - 260'
- 10sq - 40'
- 10sq - MOUSEHOLE
- 1sq - RATHOLE

**SERVICE**

DEPTH OF JOB	<u>600'</u>		
PUMP TRUCK CHARGE			<u>570.00</u>
EXTRA FOOTAGE	@		
MILEAGE <u>12</u>	@ <u>4.00</u>		<u>48.00</u>
TOTAL <u>618.00</u>			

CHARGE TO: R+B Oil & Gas

STREET P.O. Box 195

CITY AMICA STATE KANSAS ZIP 67009

**PLUG & FLOAT EQUIPMENT**

MANIFOLD	@		
<u>8 7/8" DRY HOLE PLUG</u>	@ <u>23.00</u>		<u>23.00</u>
TOTAL <u>23.00</u>			

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.

TAX \_\_\_\_\_

TOTAL CHARGE \_\_\_\_\_

DISCOUNT \_\_\_\_\_ IF PAID IN 30 DAYS

SIGNATURE [Signature]

PRINTED NAME \_\_\_\_\_

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—**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.

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(A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:

(B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.

2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.

3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

**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.