

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

ORIGINAL

Form ACO-1
September 1999
Form Must Be Typed

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

Operator: License # 30742
Name: Palomino Petroleum, Inc.
Address: 4924 SE 84th St.
City/State/Zip: Newton, KS 67114-8827
Purchaser: None
Operator Contact Person: Klee R. Watchous
Phone: (316) 799-1000
Contractor: Name: Southwind Drilling, Inc.
License: 33350
Wellsite Geologist: Robert A. Schreiber

Designate Type of Completion:
 New Well Re-Entry Workover
 Oil SWD SLOW 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. _____

11/14/07	11/23/07	11/23/07
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 063-21681-00-00
County: Gove
SE NE NW Sec. 12 Twp. 15 S. R. 27 East West
1150 feet from S / N (circle one) Line of Section
2310 feet from E / W (circle one) Line of Section
Footages Calculated from Nearest Outside Section Corner:
(circle one) NE SE NW SW
Lease Name: Cheney-Garvey Well #: 1
Field Name: None (Wildcat)
Producing Formation: None
Elevation: Ground: 2329 Kelly Bushing: 2339
Total Depth: 4285' Plug Back Total Depth: _____
Amount of Surface Pipe Set and Cemented at 209 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 ALT IF WITH
(Data must be collected from the Reserve Pit) 3-11-08
Chloride content _____ ppm Fluid volume _____ bbls
Dewatering method used _____
Location of fluid disposal if hauled offsite: _____
Operator Name: _____
Lease Name: _____ License No.: _____
Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West
County: _____ Docket No.: _____

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Signature: Klee R. Watchous
Title: President Date: February 01, 2008
Subscribed and sworn to before me this 1st day of February,
20 08.

Notary Public: Carla R. Penwell
Carla R. Penwell NOTARY PUBLIC - State of Kansas
Date Commission Expires: October 08, 2009
My Appt. Expires 10-16-09

KCC Office Use ONLY

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

FEB 04 2008

CONSERVATION DIVISION
WICHITA, KS

Operator Name: Palomino Petroleum, Inc. Lease Name: Cheney-Garvey Well #: 1
 Sec. 12 Twp. 15 S. R. 27 East West County: Gove

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.

Drill Stem Tests Taken <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Attach Additional Sheets)</i> Samples Sent to Geological Survey <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Submit Copy)</i> List All E. Logs Run: Radiation Guard	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample <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>Anhy.</td> <td>1782</td> <td>(+557)</td> </tr> <tr> <td>Base Anhy.</td> <td>1816</td> <td>(+523)</td> </tr> <tr> <td>Topeka</td> <td>3323</td> <td>(-984)</td> </tr> <tr> <td>Heebner</td> <td>3555</td> <td>(-1216)</td> </tr> <tr> <td>Toronto</td> <td>3576</td> <td>(-1237)</td> </tr> <tr> <td>LKC</td> <td>3597</td> <td>(-1258)</td> </tr> <tr> <td>BKC</td> <td>3890</td> <td>(-1551)</td> </tr> <tr> <td>Marmaton</td> <td>3943</td> <td>(-1604)</td> </tr> </table>	Name	Top	Datum	Anhy.	1782	(+557)	Base Anhy.	1816	(+523)	Topeka	3323	(-984)	Heebner	3555	(-1216)	Toronto	3576	(-1237)	LKC	3597	(-1258)	BKC	3890	(-1551)	Marmaton	3943	(-1604)
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Marmaton	3943	(-1604)																										

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	# Sacks Used	Type and Percent Additives
Surface	12 1/4"	8 5/8"	20#	209'	common	150	2% gel, 3% c.c.

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
Date of First, Resumerd Production, SWD or Enhr.		Producing Method <input type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)		
Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio Gravity

Disposition of Gas Vented Sold Used on Lease *(If vented, Submit ACO-18.)*

METHOD OF COMPLETION Open Hole Perf. Dually Comp. Commingled Other (Specify) _____

Production Interval _____

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 CONSERVATION DIVISION
 WICHITA, KS

Pawnee	4034	(-1965)
Ft. Scott	4096	(-1757)
Cherokee Sh.	4118	(-1779)
Cherokee Sd.	4168	(-1829)
Miss.	4192	(-1853)
Miss. Dolo.	4202	(-1863)
LTD	4285	(-1946)

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CONSERVATION DIVISION
WICHITA, KS



ALLIED

CEMENTING CO., LLC
Cementing & Acidizing Services

RECEIVED

NOV 29 2007

INVOICE

24 S. Lincoln Street
P.O. Box 31
Russell, KS 67665-2906

Invoice Number: 111384

Invoice Date: Nov 27, 2007

Page: 1

Voice: (785) 483-3887
Fax: (785) 483-5566

Bill To:

Palomino Petroleum, Inc.
4924 SE 84th St.
Newton, KS 67114-8827

Federal Tax I.D.#

Customer ID	Well Name/# or Customer P.O.	Payment Terms	
Palo	Cheney Garvey #1	Net 30 Days	
Sales Rep. ID	Camp Location	Service Date	Due Date
	Oakley	Nov 27, 2007	12/27/07

Quantity	Item	Description	Unit Price	Amount
120.00	MAT	Common Class a	12.60	1,512.00
80.00	MAT	Pozmix	6.40	512.00
7.00	MAT	Gel	16.65	116.55
50.00	MAT	Flo Seal	2.00	100.00
209.00	SER	Handling	1.90	397.10
50.00	SER	Mileage 209 sx @.09 per sk per mi	18.81	940.50
1.00	SER	Plug to Abandon	815.00	815.00
50.00	SER	Mileage Pump Truck	6.00	300.00
1.00	EQP	Dry Hole Plug	35.00	35.00

ALL PRICES ARE NET, PAYABLE
30 DAYS FOLLOWING DATE OF
INVOICE. 1 1/2% CHARGED
THEREAFTER. IF ACCOUNT IS
CURRENT, TAKE DISCOUNT OF

\$ 4,728.81

ONLY IF PAID ON OR BEFORE

Dec 27, 2007

Subtotal	4,728.15
Sales Tax	333.33
Total Invoice Amount	5,061.48
Payment/Credit Applied	
TOTAL	5,061.48

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KANSAS CORPORATION COMMISSION

FEB 04 2008

CONSERVATION DIVISION
WICHITA, KS

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.



INVOICE

24 S. Lincoln Street
P.O. Box 31
Russell, KS 67665-2906

RECEIVED

Invoice Number: 111204
Invoice Date: Nov 16, 2007
Page: 1

Voice: (785) 483-3887
Fax: (785) 483-5566

NOV 21 2007

Bill To:
Palomino Petroleum, Inc. 4924 SE 84th St. Newton, KS 67114-8827

Federal Tax I.D.#:

Customer ID	Well Name/# or Customer P.O.	Payment Terms	
Palo	Cheney Garkey #1	Net 30 Days	
Sales Rep ID	Camp Location	Service Date	Due Date
	Oakley	Nov 16, 2007	12/16/07

Quantity	Item	Description	Unit Price	Amount
150.00	MAT	Common Class a	12.60	1,890.00
3.00	MAT	Gel	16.65	49.95
5.00	MAT	Chloride	46.60	233.00
158.00	SER	Handling	1.90	300.20
50.00	SER	Mileage 158 sx @.09 per sk per mi	14.22	711.00
1.00	SER	Surface	815.00	815.00
50.00	SER	Mileage Pump Truck	6.00	300.00
1.00	SER	Manifold Head Rental	100.00	100.00
1.00	EQP	Wooden Surface Plug	60.00	60.00

ALL PRICES ARE NET, PAYABLE
30 DAYS FOLLOWING DATE OF
INVOICE. 1 1/2% CHARGED
THEREAFTER. IF ACCOUNT IS
CURRENT, TAKE DISCOUNT OF

\$ 445.91

ONLY IF PAID ON OR BEFORE

Dec 16, 2007

Subtotal	4,459.15
Sales Tax	157.42
Total Invoice Amount	4,616.57
Payment/Credit Applied	
TOTAL	4,616.57

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KANSAS CORPORATION COMMISSION

FEB 04 2008

CONSERVATION DIVISION
WICHITA, KS

ALLIED CEMENTING CO., INC.

31806

Federal Tax I.D.

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

SERVICE POINT:

Oakley

DATE <u>11-14-07</u>	SEC. <u>12</u>	TWP. <u>15s</u>	RANGE <u>27W</u>	CALLED OUT	ON LOCATION <u>3:00 PM</u>	JOB START <u>6:30 am</u>	JOB FINISH <u>7:00 p.m</u>
LEASE <u>Cheney Garvey</u>	WELL # <u>1</u>	LOCATION <u>Quinter 20s 1w SW NW into</u>		COUNTY <u>Gore</u>	STATE <u>KS</u>		
OLD OR (NEW) (Circle one)							

CONTRACTOR Southwind Drilling Rig #1 OWNER same

TYPE OF JOB surface

HOLE SIZE 12 1/4 T.D. 211'

CASING SIZE 8 5/8 DEPTH 208.45'

TUBING SIZE DEPTH

DRILL PIPE DEPTH

TOOL DEPTH

PRES. MAX MINIMUM

MEAS. LINE SHOE JOINT

CEMENT LEFT IN CSG. 15'

PERFS.

DISPLACEMENT 12.87 BBL

EQUIPMENT

PUMP TRUCK CEMENTER Andrew

422 HELPER Alan

BULK TRUCK

394 DRIVER Larene

BULK TRUCK

DRIVER

REMARKS:

Cement did circulate

Thank you

CHARGE TO: Palomino Petroleum

STREET

CITY STATE ZIP

To Allied Cementing Co., Inc.
You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side.

SIGNATURE Frank J. Rome

CEMENT			
AMOUNT ORDERED	<u>150 sks com</u>		
	<u>3% cc 2% gel</u>		
COMMON	<u>150 sks</u>	@ <u>12.60</u>	<u>1890.00</u>
POZMIX		@	
GEL	<u>3 sks</u>	@ <u>16.65</u>	<u>49.95</u>
CHLORIDE	<u>5 sks</u>	@ <u>46.60</u>	<u>233.00</u>
ASC		@	
		@	
		@	
		@	
		@	
		@	
		@	
		@	
HANDLING	<u>158 sks</u>	@ <u>1.90</u>	<u>300.20</u>
MILEAGE	<u>94 sk/mile</u>		<u>711.00</u>
			<u>TOTAL 3184.15</u>

SERVICE

DEPTH OF JOB			
PUMP TRUCK CHARGE			<u>815.00</u>
EXTRA FOOTAGE		@	
MILEAGE	<u>50 miles</u>	@ <u>6.00</u>	<u>300.00</u>
MANIFOLD	<u>head rental</u>	@	<u>100.00</u>
		@	
		@	

TOTAL 1215.00

PLUG & FLOAT EQUIPMENT

<u>8 5/8</u>			
<u>wooden surface plug</u>	@		<u>60.00</u>
	@		
	@		
	@		
	@		
	@		

TOTAL 60.00

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CONSERVATION DIVISION
WICHITA, KS

TAX

TOTAL CHARGE

DISCOUNT IF PAID IN 30 DAYS

SIGNATURE Frank J. Rome
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.

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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.

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—**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.