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

ORIGINAL

Operator: License #_6039	API No. 15 - 009-24726-00-00
Name: L.D. DRILLING, INC.	Çgunty: BARTON
Address: R.R. 1 BOX 183 B	60' SWNWNE Sec. 36 Twp. 18 S. R. 15 East West
City/State/Zip: GREAT BEND, KS 67530	930 feet from S /(N)(circle one) Line of Section
Purchaser:	2250 feet from (E)/ W (circle one) Line of Section
Operator Contact Person: L.D. DAVIS	Footages Calculated from Nearest Outside Section Corner:
Phone: (<u>620</u>) <u>793-3051</u>	(circle one) NE SE NW SW
Contractor: Name: L. D. DRILLING, INC.	Lease Name: HOWELL Well #: 1
License: 6039	Field Name: MERTEN NE
Wellsite Geologist: KIM SHOEMAKER	Producing Formation:
Designate Type of Completion:	Elevation: Ground: 1901 Kelly Bushing: 1906
New Well Re-Entry Workover	Total Depth: 3600' Plug Back Total Depth:
Oil SWD SIOWTemp. Abd.	Amount of Surface Pipe Set and Cemented at 898' 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:	0,0 1/4
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	Chloride content ppm Fluid volume bbls
Plug Back Plug Back Total Depth	Dewatering method used
Commingled Docket No.	CO TO
Dual Completion Docket No	
Other (SWD or Enhr.?) Docket No. FEB	2 5 ^O pêrêtêr Name:
11-06-01 11-14-01 12-04-01 Spud Date or Recompletion Date Date Reached TD Recompletion Date Recompletion Date Recompletion Date	Lease Name: License No.: License No.: East West County: Docket No.:
Kansas 67202, within 120 days of the spud date, recompletion, workov 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 regul herein 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: Descript	KCC Office Use ONLY
Title: Sec/Treas Date: 2-22-02	Letter of Confidentiality Attached
Subscribed and sworn to before me this 22ndday of February	If Denied, Yes Date:
	Wireline Log Received
$R_{\text{MB}} = R_{\text{MB}} = R_{\text$	Geologist Report Received
Notary Public: Rashell Patten	UIC Distribution
Date Commission Expires: 2-02-03	NOTARY PUBLIC - STATE OF KANSAS

My Appl. Exp. 2-2-02

Side Two

ORIGINAL

Operator Name: L.D.	DRILLING, INC)		Lease	Name:	HOWELL		. Well #: 1		
Sec. 36 Twp. 18					: BAR					
INSTRUCTIONS: Sho tested, time tool open temperature, fluid reco Electric Wireline Logs	and closed, flowing very, and flow rate	g and shut-in pr s if gas to surfa	ressures, v ice test, al	whether sh long with fi	nut-in pre	ssure reached	static level, hydro	static pressur	es, bottom	hole
Drill Stem Tests Taken (Attach Additional S		✓ Yes	□No	,	L	og Formati	on (Top), Depth a	nd Datum	☐ Sa	ample
Samples Sent to Geol	•	Yes	□No		Nam	е		Top Datum		atum
Cores Taken Electric Log Run (Submit Copy)			✓ No No		SEE	ATTACHME	ENT			
List All E. Logs Run:										
		Report all s	CASING I		Ne	w Used	tion, etc.			
Purpose of String	Size Hole Drilled	Size Cas Set (In O		Weig Lbs.		Setting Depth	Type of Cement	# Sacks Used		nd Percent ditives
SURFACE	12 1/4"	8 5/8"		24#		898'	60/40 POZ	450	2%GEI	L 3%CC
PRODUCTION	7 7/8"	5 1/2"				3599'	ASC	135		
		A.D.	DITIONAL	CEMENT	NC / SOI	IEEZE BECOBI			<u> </u>	
Purpose: Perforate	Ton Bottom		#Sacks							
Protect Casing Plug Back TD Plug Off Zone					··· · ·					
	1									
Shots Per Foot	PERFORATI Specify	ON RECORD - E Footage of Each I	Bridge Plug Interval Perl	s Set/Type forated			cture, Shot, Cement mount and Kind of Ma		rd	Depth
,	· · · · · · · · · · · · · · · · · · ·									
,	THIS W	ELL WILL	BE PL	UGGED	D&A					
		, ,, ,, ,,			i					
TUBING RECORD	Size	Set At	 	Packer A	At	Liner Run	Yes No	· · · · · · · · · · · · · · · · · · ·		
Date of First, Resumed F	Production, SWD or E	nhr. Prod	lucing Meth	od [Flowing	g Pumpi	ng Gas Liff	ı 🗍 Oth	er (Explain)	
Estimated Production Per 24 Hours	Oil	Bbls.	Gas	Mcf	Wate	er E	Bbls. G	as-Oil Ratio		Gravity
Disposition of Gas	METHOD OF (COMPLETION				Production Inte	rval			
Vented Sold	Used on Lease		Open Hole	Perf.	. 🔲 ı	Dually Comp.	Commingled			

DAILY DRILLING REPORT

ORIGINAL

60' N & 60' E SW NW NE

Sec 36-18-15W, Barton Co, KS 1901' Ground 1906' KTB

OPERATOR: L.D. DRILLING, INC.

WELLSITE GEOLOGIST: KIM SHOEMAKER

CONTRACTOR: L. D. DRILLING, INC.

SPUD:

11-06-01 @ 6:15 p.m.

Ran 22 jts., New 8 5/8" 24# Surface Csg. Set @ 898' w/450 sx. 60/40 Pozmix, 2% Gel, 3% CC, Allied Plug down 1:15 P.M. 11-7-01 Did Circ. Start Drilling 11:15, Drill Plug and 40' Cement

Move In, Rig Up & Spud 11-06-01

11-07-01 875' Drilling

11-08-01 1161' Mud Pump Problems

11-09-01 1844**'** DST #1 on Bottom

11-10-01 2550**'** Drilling

11-11-01 3065' Drilling Displaced @ 2957'

11-12-01 3296' CFS & Come Out for DST #3 Pauls hauling free fluids

3388' CTCH 11-13-01

11-14-01 36001 RTD Logging

11-15-01 Ran 87 jts new & used $5\frac{1}{2}$ " csg.

3,631.23' tally

Set @ 3599' - 1' off Bottom

Cement 135 sx ASC, 15 sx Rathole

Plug Down 8:30 P.M. by Allied Cementing

DST #1 1757 - 1844' Chase

LEASE: HOWELL #1

TIMES: 30-45-45-60

PTD: 3550'

BLOW: 1st Open 1" blt

2nd open 4" decreaced, flush tool

RECOVERY: 270' DM

no help

IFP: 16-50 FFP: ISIP: 480 FSIP:

Temp: 80° 135 - 157

DST #2 3229 - 3250' Lansing A

TIMES: 30-45-45-60

BLOW: 1st open blt to 2"

2nd open blt to 12"

RECOVERY: 90' gip, 30' vsgcwm

IFP: 9 - 18 FFP: ISIP: 958 FSIP: 18-24 966

Temp: 104°

3278 - 3296 D-F

TIMES: 30-45-45-60

BLOW: 1st open blt to 4"

2nd open blt to 3"

KANSAS CORPORATION OMIRECOVERY: 65' SMCW

DST #3

1002 IFP: 11-25 FFP: 26-43

FSIP: ISIP: 985

966

SAMPLE TOPS:				TAVATI	0.0
Anhy.	893	+1013	898CC	NSERVATI	
Base Anhy	920	+ 986			
Chase	1787	+ 119	1789	+ 117	
Winfield	1840	+ 66	1838	+ 68	
Heebner	3148	-1242	3148	-1242	
Brown Lime	3225	-1319	3225	-1319	
Lansing K/C	3232	-1326	3233	-1327	ı
Base KC	3449	-1543	3451	-1545	
Arbuckle	3523	-1617	3526	-1620	
	Log	TD	3602	-1696	

DST/供到 3368 - 3388' Lansing H DITMES: 30 X 4

BLOW: 1st open 1" blt

2nd open 1" blt dec to ½"

RECOVERY: 35'gip, 25' osm w/good show of free oil in tool

Temp: 102°

IFP: 12-15 FFP: 11-17 ISIP: 87 FSIP: 77

DST #5 3448 - 3531 Arbuckle

TIMES: 30-45-45-60

BLOW: 1st open Bt BK 9min 2nd open Bt BK 32 Min

RECOVERY:170'gip,60'oi1,35 grav.,

70'sgwcmo, 5%gas, 8%wtr, 40%mud, 47%oil, Temp: 118° 180 SW

IFP:53-114 FFP:119-179 ISIP:939 FSIP:893

ALLIED CEMENTING CO., INC. 7339

ORIGINAL

SERVICE POINT:

ORIGINAL

ORIGINAL

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ORIGINAL

ORIGINAL

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

the state of the s	
	ALLED OUT ON LOCATION JOB START JOB FINISH 2:30 pm 7:00 pm 8:20 pm
	mitz black top- 2 north BARTON IXS
	th-Isoutheast into
The state of the s	
CONTRACTOR L.D. DRG	OWNER L. D. DAVID
TYPE OF JOB Long string	CEMENT
HOLE SIZE 778 T.D. 3600'	CEMENT
CASING SIZE 55 DEPTH 3599'	AMOUNT ORDERED 150 SX asc
TUBING SIZE DEPTH DRILL PIPE DEPTH	5 Kol Seal/sx
TOOL DEPTH	
PRES. MAX 500 165 MINIMUM— 0-	COMMON ASC 150 @ 8,20 1230,00
MEAS. LINE SHOE JOINT 11'	POZMIX @
CEMENT LEFT IN CSG. 11	GEL @
PERFS.	CHLORIDE @
DISPLACEMENT	Kol Seal 750 1 @ ,50 375,00
EQUIPMENT	@
EQUIMENT	@
	@
PUMPTRUCK CEMENTER	@
# /8 HELPER TIME BULK TRUCK	HANDLING 165 @ 1.10 181.50
	MILEAGE 12 M/ 100.00
# 341 DRIVER HARRY A	KEUNIYE)
# DRIVER	KANSAS CORPORATION COMMISSION TOTAL 1886.50
DRIVER	(
٠,	FEB 2 5 2002
REMARKS:	SERVICE
Run 87 its of 5 à csa, cement	CONSERVATION DIMESTORY
with 156 sx a se coment - Displace	DEPTH OF JOB 3599"
plus with 91 BBIs of fresh Water	PUMP TRUCK CHARGE //30.00
handed plug @ 500 lbs of pressure	EXTRA FOOTAGE@
	MILEAGE 12 @ 3.00 36.00
·	PLUG Rubber @ 60.00 60.00
	TOTAL 1226.00
1:0	TOTAL <u>LAZBIU</u>
CHARGE TO: L.D. DAVIS	
STREET	FLOAT EQUIPMENT
CITYSTATEZIP	1-53 Guicle Shoe 150.00 150.00
	1-53 Insert @235.00 235.00 5-52 Centralizers @50.00 250.00
	@ !
	- S-@
The AUC LOCAL COLUMN	<u> </u>
To Allied Cementing Co., Inc.	H
You are hereby requested to rent cementing equipment	TOTA 1/235 N
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	TAX
•	TOTAL CHARGE 3747.50
CONDITIONS" listed on the reverse side.	#2711-1
	DISCOUNT 30 DAYS
SIGNATURE Miles Physical Signature	_mike Kasselman
	PRINTED NAME
	1

ALLIED CEMENTING CO., INC. 7335

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

SERVICE POINT:

	SICO pm 10:00 pm	JOB START	JOB FINISH
	3.7	COUNTY	STATE
	nila Placktop. 2 north	PARTON	175
OLD ORNEW (Circle one) 1 1005+ 3/4 504	11- 41 southeast into		•
CONTRACTOR L.D. Dela	OWNER L. D. Davis		
TYPE OF JOB See FACE		14.4.1 1. + 1	* <u> </u>
HOLE SIZE 125 T.D. 901	CEMENT		
CASING SIZE 95/8 DEPTH 9/20'	AMOUNT ORDERED	D < x 6/40	742
TUBING SIZE DEPTH		/	
DRILL PIPE DEPTH			
TOOL DEPTH		e e e e e	
PRES. MAX MINIMUM	COMMON	_ @	
MEAS. LINE SHOE JOINT	POZMIX	_ @	· ·
CEMENT LEFT IN CSG. 38'	GEL		
PERFS.	CHLORIDE	_@	
DISPLACEMENT JA DDIS		@	
EQUIPMENT		@	
		_@	
PUMPTRUCK CEMENTER Jak		@ @	· · · · · · · · · · · · · · · · · · ·
# 151 HELPER PLANT	HANDLING		
BULK TRUCK Turns	MILEAGE		· ;
# 344 DRIVER Tim	MILLAGE		
BULK TRUCK		mom. I	
# DRIVER		TOTAL	Can an account
		KANEAC CORD	EWED
REMARKS:	SERVI	KANSAS CORPOR	RATION COMMISS
Run 22 it's of 878 supface Dise		+	
coment will 450 sy coment	DEDTH OF IOD	rtb 2	5 2002
	DEPTH OF IOR	•	. 0 =,-=
	DEPTH OF JOB PUMP TRUCK CHARGE	 	
Displace with 35 P.C. Is of Fresh Water	PUMP TRUCK CHARGE	 	
Displace with 55 P.C. Is of Fresh Water	PUMP TRUCK CHARGE EXTRA FOOTAGE	<u>CONSERVATI</u>	
Displace with 35 P.C. Is of Fresh Water	PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE	 	
Displace with 35 P.C. is of Fresh Water	PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE	CONSERVATI @	
Displace with 35 P.C. is of Fresh Water	PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE	ONSERVATI @ @	
Displace with 35 P.C. is of Fresh Water	PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE	ONSERVATI @	
Displace with 35 P.C. is of Fresh Water	PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE	ONSERVATI @ @ @ @ @	
Displace with 35 P.C. Is of Fresh Water Content Did Circ	PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE	ONSERVATI @	
CHARGE TO: L.D. DALVIS	PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE PLUG 1-8/8 Rubber	CONSERVATI @ @ @ @ @ TOTAL	
Displace with 35 P.C. Is of Fresh Water Content Did Circ	PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE	CONSERVATI @ @ @ @ @ TOTAL	
CHARGE TO: L.D. DALAS STREET	PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE PLUG 1-8/8 Rubber	CONSERVATI @ @ @ @ @ TOTAL	
CHARGE TO: L.D. DALVIS	PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE PLUG 1-8/8 Rubber	CONSERVATI @ @ @ @ @ TOTAL	
CHARGE TO: L.D. DALAS STREET	PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE PLUG 1-8/8 Rubber	CONSERVATI @ @ @ TOTAL	
CHARGE TO: L.D. DALAS STREET	PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE PLUG 1-8/8 Rubber	CONSERVALI @ @ @ TOTAL IPMENT @	
CHARGE TO: L.D. DALAS STREET	PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE PLUG 1-8/8 Rubber	CONSERVALI @	
Charge to: L.D. Davis STREET CITY STATE ZIP	PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE PLUG 1-8/8 Rubber	TOTAL OPPORTUGE OPPO	
CHARGE TO: L.D. DALA'S STREET CITY STATE ZIP To Allied Cementing Co., Inc.	PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE PLUG 1-8/8 Rubber	TOTAL OPPMENT OPPME	
CHARGE TO: L.D. Dan's STREET CITY STATE ZIP To Allied Cementing Co., Inc. You are hereby requested to rent cementing equipment	PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE PLUG 1-8/8 Rubber	TOTAL OPPMENT OPPME	
CHARGE TO: L.D. Davis 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	PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE PLUG 1-8/8 Rubber	TOTAL TOTAL OPEN OPEN	
CHARGE TO: L.D. Davis 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	PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE PLUG 1- 8/8 Rubber FLOAT EQU	TOTAL TOTAL OPEN OPEN	
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CHARGE TO: L.D. Dali'S 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	PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE PLUG 1-8/8 Rubbox FLOAT EQU	TOTAL TOTAL TOTAL TOTAL	ON DIVISION
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CHARGE TO: L.D. Dali'S 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	PUMP TRUCK CHARGE EXTRA FOOTAGE MILEAGE PLUG 1-8/8 Rubbox FLOAT EQU TAX TOTAL CHARGE	TOTAL TOTAL TOTAL TOTAL	ON DIVISION

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.