Kansas Corporation Commission RIGINAL OIL & Gas Conservation Division

Form ACO-1 October 2008 rm Must Be Typed

WICHITA, KS

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License #32278	API No. 15 - 163-23785-00-00
Name: Tengasco, Inc.	Spot Description:
Address 1: PO Box 458	SE_NE_SE_Sec. 28 Twp. 8 S. R. 19
Address 2:	1,650 Feet from North / South Line of Section
City: Hays State: KS Zip: 67601 +	Feet from 💟 East / 🗌 West Line of Section
Contact Person: Gary Wagner	Footages Calculated from Nearest Outside Section Corner:
Phone: (785) 625-6374	□NE □NW ☑SE □SW
CONTRACTOR: License # 33493	County: Rooks
Name: American Eagle Rig #2	Lease Name: Veverka B Well #; 2
Wellsite Geologist: Mike Bair	Field Name: Webster
Purchaser: Coffeyville Resources	Producing Formation: Arbuckle
Designate Type of Completion:	Elevation: Ground: 1993' Kelly Bushing: 2000'
New Well Re-Entry Workover	Total Depth: 3436' Plug Back Total Depth:
✓ Oil SWD SIOW	Amount of Surface Pipe Set and Cemented at: 262' Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used? Yes No
CM (Coal Bed Methane) Temp. Abd.	If yes, show depth set: 1425' Feet
Dry Other	If Alternate II completion, cement circulated from: 1425'
(Core, WSW, Expl., Cathodic, etc.)	feet depth to: surfacew/_240sx cmt.
If Workover/Re-entry: Old Well Info as follows:	
Operator:	Drilling Fluid Management Plan Alt II NCC 3-10-09 (Data must be collected from the Reserve Pit)
Well Name:	
Original Comp. Date: Original Total Depth:	Chloride content: 27000 ppm Fluid volume: 190 bbls
Deepening Re-perf Conv. to Enhr Conv. to SWD	Dewatering method used: Hauled to disposal
Plug Back: Plug Back Total Depth Docket No.:	Location of fluid disposal if hauled offsite:
•	Operator Name:Tengasco, Inc.
Dual Completion Docket No.: Other (SWD or Enhr.?) Docket No.:	Lease Name: Mosher License No.: 32278
11-5-08 11-10-08 12-4-08	Quarter SW Sec. 33 Twp. 8 S. R. 18 East ✓ West
Spud Date or Date Reached TD Completion Date or Recompletion Date	County: Rooks Docket No.: D-20839
Kansas 67202, within 120 days of the spud date, recompletion, workover or c of side two of this form will be held confidential for a period of 12 months if rec	the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information quested in writing and submitted with the form (see rule 82-3-107 for confidenell report shall be attached with this form. ALL CEMENTING TICKETS MUST orm 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.	the oil and gas industry have been fully complied with and the statements herein
Signature: Hary Wagner	KCC Office Use ONLY
Title: Production Manager Date: 12-31-08	Letter of Confidentiality Received
Subscribed and sworn to before me this 3/2 day of 1/2c.	, If Denied, Yes Date:
20 <u>O</u> 8 .	Wireline Log Received RECEIVED
Notary Public: 5, rdg K Januarstan	Geologist Report Receive ANSAS CORPORATION COMMISSIO
Date Commission Expires: $259000000000000000000000000000000000000$	K. Pfannenstiel UIC Distribution JAN 0 2 2009
STATE OF KANSAS MY APP.	ATE OF KANSAS Exp. 315/30/3 CONSERVATION DIVISION

Side Two

Operator Name: Teng	gasco, Inc.		_ Lease N	Name: _	/everka B		Well #: <u>2</u>	
Sec. 28 Twp. 8	S. R. <u>19</u> [East 🗸 West	County:	Rook	S			
instructions: Shoot time tool open and clos recovery, and flow rates surveyed. Attach final control of the surveyed of the sur	ed, flowing and shut-i if gas to surface test	n pressures, whether sh , along with final chart(s	nut-in press	sure read	ched static level,	hydrostatic p	ressures, bottom h	ole temperature, fluid
Drill Stem Tests Taken (Attach Additional Sh	neets)	✓ Yes No		VL	og Formation	(Top), Dept	h and Datum	☐ Sample
Samples Sent to Geological Survey				Name Anhydrite			Top Datum 1416' +584'	
Cores Taken Electric Log Run (Submit Copy)				Topeka Heebner			2945' 3154'	-945' -1154'
List All E. Logs Run:				Toror	ito .		3174'	-1174'
Dual Induction	Neutron Den	sity/PF Micro		LKC			3193'	-1193'
CBL/GR	, recution Den	Sity/i L, Wilcio		BLKC			3408'	-1402'
				Arbu	ckle		3432' (sample) -1432'
		CASING Report all strings set-c		vface inte		on oto		
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weig Lbs. /	ght	Setting Depth	Type of Cement		Type and Percent Additives
Surface	12-1/4"	8-5/8"	23#		262'	Com	180	3%CC,2%Gel
Production	7-7/8"	5-1/2"	14	1#	3433'	ASC	150	2% Gel
		ADDITIONAL	CEMENTIN	NG / SQL	JEEZE RECORD			
Purpose: Perforate	Depth Top Bottom				Type and Percent Additives			
Protect Casing Plug Back TD Plug Off Zone	0-1425'	60/40 Poz	240		6% Gel, 1/4# flocele/ sx			
		15						
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			
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	110						· 11	
			-					CEIVED PRATION COMMISSION
							IAN	0 2 2009
TUBING RECORD: Size: Set At: Packer At: 2-7/8" 3386'				<u>:</u>	Liner Run: Yes No CONSERVATION DIVISION			
Date of First, Resumed P	roduction, SWD or Enhr.	Producing Meth	_	Flowing	g 🗸 Pumpin	g 🔲 G		CHITA, KS er (Explain)
Estimated Production Oil Bbls. Gas Mcf Per 24 Hours 10				Wate	er Bb		Gas-Oil Ratio	Gravity
					280			Et authorise and a second a second and a second a second and a second a second and a second and a second and a second and
DISPOSITION	N OF GAS:	м	IETHOD OF	COMPLE	TION:		PRODUCTION	ON INTERVAL:
Vented Sold	Used on Lease	✓ Open Hole Other (Specify)	Perf.	Dually	Comp. Com	ımingled	3433-36'	100
1.						1		

ALLIED CEMENTING CO., LLC. 34806

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665	SERVICE POINT:			
			i)	
DATE 11-10-08 SEC. TWP. RANGE C	ALLED OUT	ON LOCATION	JOB START	JOB FINISH
LEASE PROPERTY WELL # B-2 LOCATION ZURICH	6 /2 Ya		COUNTY	STATE
OLD OR NEW (Gircle one)	O AN T		Rocks	KONISAS
OLD OIGHEW (GHELE OHE)	<u> </u>			•
CONTRACTOR AMERICON FAGIR RIGHT 2	OWNER		*	
TYPE OF JOB PRODUCTION STRING				
HOLE SIZE 7 1/8 T.D. 3436	CEMENT	DERED 180	- ACO	ng P
TUBING SIZE 14 # DEPTH	AMOUNTOR	CDERED ITALI	ex Mou	A SIREL
DRILL PIPE DEPTH	500 1	nAL WER-2	مدار المرابع	
TOOL AFY INSERT DEPTH 3418		HE WING	7.4.5.3	
PRES. MAX MINIMUM	COMMON	<u>: i</u>	_ @	·
MEAS. LINE SHOE JOINT 15.11	POZMIX		_@	
CEMENT LEFT IN CSG. 15	GEL	 	_@	
PERFS.	CHLORIDE _		@	
DISPLACEMENT 3 4 BBL	ASC		_ @ @	
EQUIPMENT			-@	
	•		_ @	
PUMPTRUCK CEMENTER GARAGE				
# 398 HELPER GOAL		·	@	
# 370 DRIVER — #		·	[@] KANSAS CC	RECEIVELI PRPORATION COMMIS
BULK TRUCK				
# DRIVER	HANDLING	· · · · · · · · · · · · · · · · · · ·	_@ J A	N 0 2 2009
•	HANDLING_ MILEAGE		w	ERVATION DIVISION
PORT CONGR ON # JT (1425) CIRCULATE DA BOHOM (HR		SERVI	TOTAL	
	DEPTH OF JO)B		
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CITYSTATEZIP				•
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But	1-BASKE	ollor.		
To Allied Cementing Co., LLC.		RALIZORS	_	
You are hereby requested to rent cementing equipment and furnish cementer and helper(s) to assist owner or	1- TRP.			
contractor to do work as is listed. The above work was	* **			
done to satisfaction and supervision of owner agent or			TOTAL	
contractor. I have read and understand the "GENERAL	•			
TERMS AND CONDITIONS" listed on the reverse side.	SALES TAX (If Any)		
		RGES		
PRINTED NAME	•			
SIGNATURE Alle Man and I down the	PISCOUNT =	· · · · · · · · · · · · · · · · · · ·	IF FAII	DIA DO DATO

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "ALLIED" shall mean Allied Cementing Co., LLC, 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., LLC. 034939

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665 SERVICE POINT:

RUSSell	KS
	

DATE 11-5-08	SEC.	TWP.	RANGE	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
Veverka B) ·			,	COUNTY	STATE
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	DRIVER					#AN 0 2 20)09
BULK TRUCK						CONSERVATION DIV	
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TERMS AND CO	וסדווטאכ	NS listed	on the reverse side	•			s., *s.
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PRINTED NAME				_ DISCOUNT		IF PA	ID IN 30 DAYS
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OLGNIATURE	A.	11.		*****			7

GEORE."

GENERAL: TERMS AND CONDITIONS

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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.
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- 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.

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- (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., LLC. 34814 REMIT TO P.O. BOX 31 SERVICE POINT: RUSSELL, KANSAS 67665 NOON JOB START JOB FINISH 11:00 Am 12:00 pm COUNTY ROOKS LOCATION ZURICH 24N WILLIAM LEASE VERVERKA WELL# B-2 OLD OR NEW (Circle one) CONTRACTOR DORVICE USED 240 SI TYPE OF JOB Coment PORT CONOR (CIRC. Cement) **HOLE SIZE** AMOUNT ORDERED 300 S5 6940 62 Gel CASING SIZE 5 3 **DEPTH** TUBING SIZE 2.7/8 DEPTH DRILL PIPE DEPTH TOOL PORT CONOR @ PRES. MAX MINIMUM COMMON : MEAS. LINE **SHOE JOINT POZMÍX @** CEMENT LEFT IN CSG. **GEL CHLORIDE** DISPLACEMENT 74 BB-**EQUIPMENT** CEMENTER /SO BAIM **PUMP TRUCK** @ RECEIVED @ KANSAS CORPORATION COMMISSION 398 **BULK TRUCK** DRIVER Negle BULK TRUCK @ CONSERVATION DIVISION DRIVER HANDLING MILEAGE _ **REMARKS:** TOTAL _ FOUND PORT GOHOR @ 1425 TEST TO Inn# (HeLD). OPEN P.C. of Recieved **SERVICE** CIRCULATION, MIXED 240SX COMENT + Cement CipCulated AROUND ANNULES DEPTH OF JOB DISPLACED PLAREL Chsen PC of TOST.
TO LOOD # (HELD), ROM 45 TS &
WASHED CLEAN. CAME OUT OF HOLD PUMP TRUCK CHARGE EXTRA FOOTAGE _____ MILEAGE MANIFOLD _ @_ HONING TOOL TOTAL STREET -STATE Rep. MARVIN MILLS ON PLUG & FLOAT EQUIPMENT TO SURFACE W/240 SX. To Allied Cementing Co., LLC. @ You are hereby requested to rent cementing equipment and furnish cementer and helper(s) to assist owner or contractor to do work as is listed. The above work was TOTAL _ done to satisfaction and supervision of owner agent or contractor. I have read and understand the "GENERAL SALES TAX (If Any) TERMS AND CONDITIONS" listed on the reverse side. TOTAL CHARGES ___

DISCOUNT _

___ IF PAID IN 30 DAYS

SIGNATURE How Plagues

PRINTED NAME ___

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "ALLIED" shall mean Allied Cementing Co., LLC, 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.