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

Operator: License # _5030	API No. 15 - 051-25665-0000
Name: Vess Oil Corporation	County: Ellis
Address: 1700 Waterfront Parkway, Bldg. 500	NW - NW Sec. 25 Twp. 11 S. R. 17 East \ \ West
City/State/Zip: Wichita, KS 67206	330 feet from S / (circle one) Line of Section
Purchaser: Eaglwing, LP	330 feet from E W circle one) Line of Section
W.P. Horigan	
Phone: (316) 682-1537 X103	Footages Calculated from Nearest Outside Section Corner: (circle one) NE SE NW SW Lease Name: Colahan B Well #: 30 W Field Name: Bemis Shutts Producing Formation: N/A
Contractor: Name: L. D. Drilling, Inc.	Lease Name: Colahan B Well #: 30
License: 6039	Ply Sield Name: Bemis Shutts
Wellsite Geologist: Wes Hansen CONSERVA	Producing Formation: N/A
Wellsite Geologist: Wes Hansen CONSERVATION DIVISION WICHITA, KS	Elevation: Ground: 2096 Kelly Bushing: 2101
Designate Type of Completion: WICHITA, KS New Well Re-Entry Workover	
	Total Depth: 3613 Plug Back Total Depth:
Oil SWD SIOW Temp. Abd.	Amount of Surface Pipe Set and Cemented at 1122 Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used?
Dry Other (Core, WSW, Expl., Cathodic, etc)	If yes, show depth set Feet
If Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from
Operator:	feet depth tosx cmt.
Well Name:	Drilling Fluid Management Plan DH 7/18/08
Original Comp. Date: Original Total Depth:	(Data must be collected from the Reserve Pit)
Deepening Re-perf Conv. to Enhr./SWD	Chloride content 9300 ppm Fluid volume 400 bbls
Plug BackPlug Back Total Depth	Dewatering method used EVAPORATION
Commingled Docket No.	Location of fluid disposal if hauled offsite:
Dual Completion Docket No	
Other (SWD or Enhr.?) Docket No	Operator Name:
8/7/07 8/13/07	Lease Name: License No.:
Spud Date or Date Reached TD Completion Date or	Quarter Sec Twp S. R East West
Recompletion Date Recompletion Date	County: Docket No.:
INSTRUCTIONS: An original and two copies of this form shall be filed with Kansas 67202, within 120 days of the spud date, recompletion, workove Information of side two of this form will be held confidential for a period of 12 107 for confidentiality in excess of 12 months). One copy of all wireline logs a TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells.	r or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. 2 months if requested in writing and submitted with the form (see rule 82-3-and geologist well report shall be attached with this form. ALL CEMENTING Submit CP-111 form with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promulgated to regulat nerein are complete and correct to the best of my knowledge.	e trie oii and gas industry nave been fully complied with and the statements
AX Ca	
Signature:	KCC Office Use ONLY
Title: Operations Engineer Date: 9/6/07	Letter of Confidentiality Attached
Subscribed and sworn to before me this at day of Suptem b	If Denied, Yes Date:
20 07	Wireline Log Received
Color December 1	Geologist Report Received
Notary Public: Notary	UIC Distribution
Date Commission Expires: MICHELLE D. HENNING NOTARY PUBLIC STATE OF KANSAS	

Side Two

Operator Name: Vess	s Oil Corporation	n	Lease	Name:	Colahan B		Well #: 30		
Sec. 25 Twp. 11				/:_Ellis					
INSTRUCTIONS: She tested, time tool open temperature, fluid reco Electric Wireline Logs	and closed, flowin	g and shut-in press es if gas to surface	sures, whether sh test, along with f	nut-in pre	essure reache	d static level, hydro	static pressur	es, bottom hole	
Drill Stem Tests Taken		✓ Yes	No	L	og Forma	tion (Top), Depth a	nd Datum	Sample	
Samples Sent to Geol	amples Sent to Geological Survey		No	Name			Top Datum		
Cores Taken Electric Log Run (Submit Copy)		Yes ✓		SEE		E ATTACHED			
List All E. Logs Run:							mananana pananapa paga salah sal		
			SING RECORD ps set-conductor, su	✓ Ne urface, inte		ction, etc.			
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weig Lbs./		Setting Depth	Type of Cement	# Sacjs Used	Type and Percent Additives	
surface	12-1/4"	8-5/8"	24#		1122	60/40 pozmix	500	3% cc, 2% gel	
		ADDITI	ONAL CEMENTIN	NG / SQL	JEEZE RECOR	ID			
Purpose: ✓ Perforate — Protect Casing — Plug Back TD — Plug Off Zone	Depth Top Bottom	Type of Cemen	nt #Sacks	Used		Type and Pe	ercent Additives	\$	
- Tog On Zono					-				
Shots Per Foot		ON RECORD - Bridg Footage of Each Interv	,	KANSA	Pro 1100 - (/	acture, Shot, Cement Amount and Kind of Mat		rd Depth	
					SEP 1 0 2	N COMMISSION			
				CO	NSED	(10)7			
					NSERVATION D WICHITA, KS	IVISION ;			
TUBING RECORD	Size	Set At	Docker At		Lines Bun				
	0120	SELAL	Packer Af	ı	Liner Run	Yes No			
Date of First, Resumerd	Production, SWD or E	nhr. Producir	ng Method	Flowing	J Pump	oing Gas Lift	Othe	er <i>(Explain)</i>	
Estimated Production Per 24 Hours	Oil	Bbls. Gas	Mcf	Wate	r .	Bbls. Ga	as-Oil Ratio	Gravity	
Disposition of Gas	METHOD OF C	COMPLETION			Production Inte	erval			
Vented Sold	Used on Lease	Open	Hole Perf.		ually Comp.	Commingled	• .		

ATTACHMENT TO ACO-1

Colahan B #30 NW NW NW 330'FNL 330'FWL Sec. 25-11S-17W Ellis County, KS

SAMPLE TOPS

Anhydrite	1206 (816)
B/Anhy	1240 (781)
Topeka	2999 (-989)
Heebner	3264 (-1163)
LKC	3318 (-1217)
BKC	3547 (-1446)
Arb	3586 (-1485)
RTD	3613 (-1512)

DST #1

3564-91'

Zone: Arbuckle

Times:

30-45-45-60

1st open: 2nd open:

 $BB - 1.5 \min$

BB - 2.5 min

Rec:

244' OCMW (2% oil, 37% mud, 61% Wtr); 693' OCMW (2% oil, 9%

mud, 89% wtr); 1071' MW (1% mud, 99% wtr w/scum of oil) CL -KANSAS CORPORATION COMMISSION

27,000 ppm. 2008' TF.

IFP:

87

FFP: 719

ISIP:

903

FSIP: 903

Hyd:

1734

TEMP: 108F

DST #2

3602-13

Zone: Arbuckle

CONSERVATION DIVISION WICHITA, KS

Times:

30-45-45-60

1st open:

 $BB - 1 \min$

2nd open:

 $BB - 2 \min$

Rec:

5' WO (90% oil, 10% wtr); 152' OCMW (2% oil, 37% mud, 61% wtr);

378' OCMW (2% oil, 4% mud, 94% wtr); 441' SLTOCW (1% oil, 99%

wtr); 1071' SW w/scum of oil (Cl -25,000 ppm); TF -2047'.

IFP:

133

FFP: 757

ISIP:

919

FSIP: 919

Hyd:

1753

TEMP: 107F

ALLIED CEMENTING CO., INC. 33347

Federal Tax	I.D.4			
REMIT TO P.O. BOX 31		SER	VICE POINT:	
RUSSELL, KANSAS 67665	Pussen			
			The same	
DATE 8-14-07 SEC. TWP. RANGE	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
DATE 0-14-01 33			COUNTY	STATE
LEASE OF WAN WELL # B-30 LOCATION DON	PIR RD TCT	15	E'M'S	STATE
OLD OR NEW (Circle one)	Ma F d	NINTO	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	18:11-20
1 6 80 01 0		<i> </i>		
CONTRACTOR L-D DKLG Right	OWNER			
TYPE OF JOB ROTARY PLAN	-			
HOLE SIZE 7 1/8 / T.D. 36/3	CEMENT	to.	. loc	
CASING SIZE 35/6 DEPTH 1/22	AMOUNT ORD	Contract to the second	5 5K 14	6 6 Zast
TUBING SIZE DEPTH			* *	
DRILL PIPE DEPTH		SK,		
TOOL DEPTH PRES. MAX MINIMUM				
PRES. MAX MINIMUM MEAS. LINE SHOE JOINT	COMMON		_ @ _	-
CEMENT LEFT IN CSG.	POZMIX GEL		_	_
PERFS.	CHLORIDE		_	
DISPLACEMENT	ASC		_	-
EQUIPMENT	7100			
EQUI MENT	<u></u>			
PUMP TRUCK CEMENTER Gless	-			
PUMP TRUCK CEMENTER GARAGE # 398 HELPER ROB			@	
BULK TRUCK			_ @	
# 4/0 DRIVER KOCKY			_ @	
1 10 10 10 10			_ @	-
# DRIVER	IVED	***Arginia men	_ @	
0~	WOODLING	JOYAL SK		
REMARKS:	NED TION WANDLING MILEAGE 34 2007	100 poff Telebrane	<i>_</i>	•
CONSERVATION.			TOTAL	,
REMARKS: CONSERVATION L	Or ISKNA			
	•	SERVI	CE	
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10 SK @ 765	DEPTH OF JOB	CHARGE		
15 SK @ Ratiole	PUMP TRUCK (EXTRA FOOTA	CHARGE		
- C Nationes	MILEAGE 24		_ @	-
THANK S	MANIFOLD			
	MANIFOLD			
			@	
CHARGE TO: Vess Oil Corporation				
			TOTAL	
STREET			101112	
CITYSTATEZIP				
•	PI	LUG & FLOAT	EQUIPMEN	\mathbf{T}
	856 WOOD	DN Plus.	@	
	***		_@	
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			TOTAL	
contractor. I have read & understand the "TERMS AND	TAX			
CONDITIONS" listed on the reverse side.	1AX		· · · · · · · · · · · · · · · · · · ·	
	TOTAL CHARG	E		
	DISCOUNT		IE DATI	O IN 30 DAYS
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SIGNATURE / SIGNATURE	A contract of	and the second second	and I	
SIGNATURE		April Comment of the	S for	
	* *	PKINTE	D 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. Federal Tax I.D.#

SEC. TWP. RANGE CALLED OUT ON LOCATION JOB START JOB FINIS	REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665		SER	VICE-POINT:	
DATE - OF A STATE LEAST LAHAN WELL & B - 30 LOCATION (CIVIL NA EAR COUNTY) LEAST CASING WORTER ON THE STATE ENTRY COUNTY CONTRACTOR DRIS, ROLL CONTRACTOR DRISH COMMON COM	ROSSELL, RANSAS 07005			Kussa	<u> </u>
LEASE LAND WELL B - 30 LOCATION CORE NO NO LAND END COUNTY COLOR OLD CONTRECTOR OR CONTRACTOR DEPTH OF THE PROPERTY OF THE PRO		CALLED OUT	ON LOCATION	10:00 PA	JOB FINISH
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TYPE OF IOB HOLE SIZE 12 12 1 1D 1/2.5 CASING SIZE 2 DEPTH TUBING SIZE DEPTH TOOL DEPT	CONTRACTOR (- 1) R.G. R. R. JE	OWNER		•	
TOTAL TO Allied Cementing Co., Inc. You are hereby requested to rent cementing equipment afforms on the reverse side. 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 to do work as is listed on the reverse side. DISPOLITIONS OF THE MANDLING TOTAL SERVICE AMOUNT ORDERED SUIL SIZE AMOU	TYPE OF JOB LONG SURFACE	:			
TUBING SIZE DEPTH TOOL DETTH TOTAL TOTAL DEPTH OF JOB TOTAL TOTAL TOTAL TO Allied Comenting Co., Inc. You are hereby requested to rent cementing equipment aft furnish cementer and helper to assist owner or contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side. TOTAL TAX TOTAL	HOLE SIZE 1.D.	- .		· ·	
DRILL PIPE DEPTH TOOL DEPTH PRES. MAX MINIMUM MEAS. LINE SHOE JOINT 42.7 PERFS. DISPLACEMENT EQUIPMENT EQUIPMENT FUMP TRUCK CEMENTER 6/2 4.4 # 3 28 HELPER 6/2 4.4 # 3 10 DRIVER DOUG BULK TRUCK # 3 10 DRIVER DOU		_ AMOUNT OR		SK	
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PUMPTRUCK CEMENTER STEAM @ @) <u> </u>			
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REMARKS: REMARK	BULK TRUCK	· :		_ `	No
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REMARKS: TOTAL			A TON Mile		
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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.