KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

From ACO-1 September 1999 From Wust Be Typed

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

ORIGINAL

Operation: License # 9394	APPI No. 115- 051-25336-00-00
D-OIL INC	Country: ELLIS
Name: PO BOX 259	NE_NW_NWSpace_29 Though 13 S. FR. 16 East V West
City/State/Zip: VICTORIA KS 67671	330
	000
Punchassen: Operation Contact Person: ALFRED DREILING RECEIVED	(B)
Caparatur Curtatur Irasan.	Foottages Calculated from Nearest Outside Section Conner:
Phomes: ((785)) 735-9225 APR 1 3 2005	(pinaleone) NE SE (NAM) SAW Lease Name: MERMIS Well #: 2
Commission: Name: ANDERSON DRILLING Licenses: 33237 KCC WICHITA	Lipiasse (was sine)
	Field Names: Herzog Spenduging Engagement Arbuckle
Wellsite Geologist: ROBERT O'DELL	The state of the s
Designate Type of Completion:	Elevation: Ground: 1950' Kally Bushing: 1955'
	TRottail (Despith: 3510 Pring Back Trottail (Despith: 3500
✓ Oil SVAD SIOWW Tempo, Abdd.	Amount of Surface Pipe Set and Cemented at 209 Feet
GassENHRSIGW	Multiple Stage Cementing Collan Used?
Dryy Other (Cone, WSW, Expl., Cathodic, etc)	If years, show deepth seet 1108 Freet
If Workover/Me entry: Old Well Info as follows:	If Alternate II completion, coment circulated from 1108
Operation:	freet dispoin to 1108 w/ 180 sw cont.
Well Name:	108 common, 72 Pozmix Domining Fluid Whenegement Plan Alt I NCL 7-72-(
Original Comp. Date:Original Total Depth:	(Data must be collected from the Reserve All)
	Chlorida contant pom Fluid volume bbls
Plug Beack Total Depth	Dewatering method used
Commingled Docket No	
Duel Completion Docket No	Location of fluid disposal if hauled offsite:
Other (SWO or Enter?) Docket No	Operation Name:
,	Lease Name: License No.:
02-22-05 03-01-05 3-30-05 Spoud Date on Date Reached ID Completion Date or	Quantier Sec Timp S. R. East West
Recompletion Date Recompletion Date	Country: Docket No:
INSTRUCTIONS: An original and two copies of this form shall be filled 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 1/107 for confidentiality in excess of 1/2 months). One copy of all windine logs TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells.	er 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 CEVENTING
All nequinements of the statutes, nules and negulations promulgated to negulations in an econglistic and correct to the best of my knowledge.	the the cill amid gas inclustry have been fully complied with and the statements
Sigmatures: Mchr M. Deiling	RCC Office Use ONLY
Tible: Gen. Mgr. 4-9-05	Letter of Conflictential by Received
Subscribed and sworm to before me this $9t$ day of $ADRIL$	If Openied, Yes Deter
20 05	Windine Logg Received
	फिल्मांक्युंक्षित्र सिक्क्यांपनवां
Notiany Public: Paul Jang	Wic With the Ministry was a second control of the control of
Date Commission Expines: DECEMBER 16, 2006	
NOTARY PUBLIC - Style of Kansas PAUL LANG My Appl. Exp. (2 - 16 - 2004)	

ORIGINAL

Oppositation (National): D-OI	L, INC		Lean	sæ Næmer; N	IERMIS		weir#: 2	⊬	
	\$. R. <u>16</u>	East ✓	West Cou	ty: ELLIS					
usinguctions sho ested, time tool open emperature, fluid reco lectric Whellne Logs	arnoti odlossedi, filowing weny, arnoti filow natie	y aumodi sehnutt-iim pan s iff gyass too seunffa	eessumes, whether one teest, allong wit	sthuutt-im ppnee	ssume nearthed	l statiic laweli, hydh	ostatic pressu	ness, battiann halies	
Drilli Sterm Trests Talkern (Attracts Additional Streets) Samples Sent to Geological Survey Thes			[]INID	Nume Anhydrite Topeka			Подру), (Despith armal (Dastum Подр 1086 2928		
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			√ IMD						
Donees Talkenn Sleedhio Loog (Rum			✓ IMED	1 -	ebner		3178		
(Submit(Capy))			<u> </u>	l.	nsing		3226		
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ist All E. Logs Runc					ouck1e		3475		
			CASING RECOR	D Nae	w Usaat				
	SSIZZER HHIZI IBO	T	notallance des agrict	r, ssunfaccae, ilntae Waigitht	omeediatee, proediu Setting	attionn, estac. Thugae off	# Sauks	Tiyyaa amad Penca	
Purpose of String	Drilladi	Size Cas Set (fin Q		bs.//Pt.	Depth	Causeut	Used	Availitivass	
SURFACE	12 1/4"	8 5/8"	23		209	COM	150	3% CC; 2% G	
Production	7 7/8"	5 1/2"	14		3506	Com	175	2% Ge1	
		ANIDI	DIMIONAL CEMEN	ming // Squ	EEZE RECOR	(D)			
Purposes: Perforate Protect Casing Pius Sack TD Pius Con Zone	Depth Type of Coment Top Bottom		ement #Sa	#Sacks Used Type and Percent Additives			185		
Streats Few Feech	PERFORMATION RECORD - Bridge Plugs Selftype Specify Portage of Each Interval Perforated				Acid, Flacture, Stot, Coment Squeeze Record (Amount and Kind of Meterial Used) Depto				
2/Ft	3475-3485				1,250 Gal. 15%				
							REC	EIVED	
		·						3 2005	
	<u></u>							VICHITA	
TUBING RECORD	Size	Set Att	Pedic	er Att	WitnerfRun				
	2 3/8"	3496				TYANGE VIN	D		
Destine out (Flinsts, Riversummend)	•	Ontani. Progr	diccing Wethod		-1-	,	🗀 -		
3-30-	05			griiwai Fil	Pum	ping Gassu		traer (Æsplain)	
Estimated Production Per 24 Hours	ØII	ESBUSS.	Gress Midf	Water			Gass-Oil Reatio	Gravit	
	6 BOI				55				
Disposition of Gas	METHOD OF		_ 1		ProductionInt	envæl ,			
Væntædi Soldi (Ui væntædi, Sub)	Used on Lease mit ACO-198)	<u></u>	Oppern Hitalie VIII Odheen (Soperails)	Restrict. D	ually Comp.	Commingled			

PRINTED NAME

ORIGINAL ALLIED CEMENTING CO., INC. 18590

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665		SERV	/ICE POI	NT.	sel
DATE 2-22-05 SEC. TWP. RANGE 18	CALLED OUT	ON LOCATION	JOB STA	RT	JOB FINISH
LEASE Memis WELL# 2 LOCATION / cfo	nig triE	,	COUNTY	<u>`</u>	STATE
CONTRACTOR ANA	OWNER				
TYPE OF JOB SURFACE					
HOLE SIZE 12 T.D. 214	CEMENT	~~~			
CASING SIZE DEPTH 2/2	AMOUNT OR	DERED L Com 3-2			
TUBING SIZE DEPTH DRILL PIPE DEPTH	150/9	u com s-L			
TOOL DEPTH					
PRES. MAX MINIMUM	COMMON	150	_@_ <i>_\$</i> .	20	1,2450
MEAS. LINE SHOE JOINT	POZMIX	, <u>,</u>	_@ <u></u>	<u>30</u>	11243
CEMENT LEFT IN CSG. 15.	GEL	3		3.00	2900
PERFS.	CHLORIDE	5		200	18000
DISPLACEMENT 2.5 bb/s	ASC		_	PIVU	
EQUIPMENT	· · · · · · · · · · · · · · · · · · ·	DECENTED.	-		
EQUI MENT		RECEIVED			
PUMPTRUCK CEMENTER	·A	PR 1 3 2005			
			_@		
# 36 U HELPER Colen BULK TRUCK	K(C WICHITA	_@		
#217 DRIVER CROIG			_ @		
BULK TRUCK			_ @		
# DRIVER			_@		
	HANDLING_	158	_ @ <u>/·</u>	50	<u>287</u>
DELMA DVO	MILEAGE	1065/5K/mi		 .	
REMARKS:			TC	TAL .	1,892 18
A 1/85 1:35					
Kan Sytr of 8 & setCIA		SERVI	CE		
					
Centry 150142 Pump plus CADS phis	DEPTH OF JO	****			
Part did Cina		CHARGE			625
CEMP 410 CIFE	EXTRA FOOT		- [@] /-		0.00
	MILEAGE	22	_@_ <i>4.2</i>	50	_ 99,-
	MANIFOLD_	1	_@	 .	
·	7000	1000	_@		•
0 0:17			_ @		
CHARGE TO: D-Oil Fac.					5 DD
STREET			TC)TAL .	724-
		•			
CITYSTATEZIP	1	PLUG & FLOAT	FOLIP	MENT	r
		LUG WILDMI	LQUII.	WILLIA	
	——————————————————————————————————————		_ @		0
	Plug		_@		55
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					.00
done to satisfaction and supervision of owner agent or			TC	OTAL .	<u> </u>
contractor. I have read & understand the "TERMS AND	T 4 32				
CONDITIONS" listed on the reverse side.	1AX		-		
	TOTAL CHAR	GE			
	DISCOUNT —		IF	PAID	IN 30 DAYS
[/] 21/2					
SIGNATURE					

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 REMIT TO P.O. BOX 31 SERVICE POINT: **RUSSELL, KANSAS 67665** TWP SEC. CALLED OUT ON LOCATION RANGE JOB START DATE 3 14 LEASE Mermis WELL# OLD OR NEW (Circle one) CONTRACTOR L'YDIES **OWNER** TYPE OF JOB HOLE SIZE T.D. AMOUNT ORDERED 35() 3 **CASING SIZE DEPTH TUBING SIZE DEPTH** DRILL PIPE **DEPTH** TOOL **DEPTH** PRES. MAX **MINIMUM** @<u>830</u> <u>896.40</u> COMMON MEAS. LINE **SHOE JOINT** CEMENT LEFT IN CSG. GEL @ 13.00 _ //7.00 PERFS. CHLORIDE @ **DISPLACEMENT** ASC 45# FLOSEAL 1.60 **EQUIPMENT** 344 RECEIVED **PUMP TRUCK** CEMENTER HELPER APR 13 2005 **BULK TRUCK** KCC WICHITA **DRIVER** 362 DRIVER HANDLING 367 423.99 TOTAL 2383.89 **SERVICE** DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE __ MILEAGE 21 mi @ <u>4.50</u> @ @ TOTAL 844.50 STATE ____ ZIP____ PLUG & FLOAT EQUIPMENT MANIFOLD_ 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 TOTAL _____ done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND TAX_ CONDITIONS" listed on the reverse side. TOTAL CHARGE __ IF PAID IN 30 DAYS DISCOUNT ____ SIGNATURE

PRINTED NAME

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.
- 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.
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 - 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. 18616

REMIT TO P.O. B RUSS	NSAS 676	665		SERVICE POINT:					
DATE 3-1-05	SEC.	TWP.	RANGE	CALLED OUT	ON LOCATION	JOB START	JOB FINISH		
LEASE MERMIS		2	LOCATION VICT	ORTA É Z	70 1/2N	COUNTY ELETS	STATE		
OLD OR NEW (Cir	rcle one)	·····		18	KN EIN				
CONTRACTOR	AFI	1		OWNER					
TYPE OF JOB			1 STRETAIC	-		•			
HOLE SIZE	<u>77/8</u>	T.I		CEMENT					
CASING SIZE	5/2		PTH 3506	_ AMOUNT OR	DERED				
TUBING SIZE			PTH		500	CAL W.F.	C-L.		
DRILL PIPE TOOL	<u>:</u>		PTH	•	· · ·	<u> </u>			
PRES. MAX			NIMUM ,	- COMMON		@			
MEAS. LINE			OE JOINT 19.14	COMMON POZMIX		_			
CEMENT LEFT IN	LCSG	10.		GEL	3	- <u>@</u> - <u>13</u> 90	29%		
PERFS.	. сво.	/ 4		CHLORIDE			-37		
DISPLACEMENT	<u> </u>	25 BB		ASC	175	-@- /025	179375		
DIST EMERICAL			•	WFR-Z	500	- <u>@</u>	5000		
•	EQU	JIPMENT		WAICE			<u> </u>		
				RE	CEIVED				
PUMP TRUCK (CEMENT	ER_///	<u>sek </u>			- [@]			
	HELPER		BALL	_ APF	₹ 1 3 2005				
BULK TRUCK				VCC	NAII OINA	_ @			
	DRIVER		ROCER	\\\\\	: WICHITA —	-			
BULK TRUCK									
<u>#</u>	DRIVER			HANDLING	178	@ <u>/50</u>	Z67°		
				MILEAGE	5.59 KILL	MIE	254 54		
	RE	MARKS:			// /	TOTAL	2854 29		
00 A A A #						IOIAL	2004		
P.C. ON #58 @ 1/06 15 SK @ 12.14. FLOAT HELD									
FLOAT HELD)		· · · · · · · · · · · · · · · · · · ·	DEPTH OF JO)B		,		
			. *	PUMP TRUCI	CHARGE		12600		
		·		EXTRA FOOT	TAGE	@	/		
				MILEAGE	TAGE Z6	@ 4/5°	11700		
				5/2 -	TRA		6000		
						@			
CHARGE TO:				-					
STREET				-		TOTAL	1437		
			ZIP		PLUG & FLOAT	r folipmen	T		
				c1/2	I LOG & FLOAI	EQUITMEN	•		
				5/6	4.5		47 . 90		
				GUILLE SH		_@	160°° Z35°°°		
			•	ZINSERT		_@	235		
To Allied Cement	ing Co.,	Inc.		5-CENT			250 °°		
You are hereby re	quested t	o rent ce	menting equipment	BASILET		@	1750°		
and furnish cemer				PORT COL	EAIC		150-		
contractor to do w	vork as is	listed. T	'he above work was				1=2-00		
done to satisfaction	on and su	pervision	of owner agent or			TOTAL	2535°		
			d the "TERMS AND				40		
CONDITIONS" I				TAX		-	, (2)		
	1 1	V		ТОТАТ СНАБ	RGE				
CULA	/ 4								
				DISCOUNT -		IF PAII	O IN 30 DAYS		
		•				•			
SIGNATURE			•		• •				

PRINTED NAME

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Allied" shall mean Allied Cementing Co., Inc., and "Customer" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

- —TERMS: Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "ALLIED" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.
- —ATTORNEY FEES: In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.
- —PRICES AND TAXES: All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.
- —TOWING CHARGES: ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.
- —PREPARATION CHARGES: If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.
- —DEADHAUL, CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.
- —SERVICE CONDITIONS AND LIABILITIES: 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:
- (A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:
- (B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.
- 2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.
- 3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.
- WARRANTIES: 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.
 - 2. More specifically:
- (A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.
- (B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.
- (C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.