

ORIGINAL

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION
WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

Form ACO-1
September 1999
Form Must Be Typed

*KCC
M
7/30/08*

Operator: License # 33924
 Name: ABARTA Oil & Gas Co., Inc.
 Address: 1000 Gamma Drive, Suite 400
 City/State/Zip: Pittsburgh, PA 15238
 Purchaser: NCRA
 Operator Contact Person: Kenneth J. Fleeman
 Phone: (412) 963-6443
 Contractor: Name: Royal Drilling, Inc.
 License: 33905
 Wellsite Geologist: James Musgrove
 Designate Type of Completion:
 New Well Re-Entry Workover
 Oil SWD SIOW Temp. Abd.
 Gas ENHR SIGW
 Dry Other (Core, WSW, Expl., Cathodic, etc)
 If Workover/Re-entry: Old Well Info as follows:
 Operator: _____
 Well Name: _____
 Original Comp. Date: _____ Original Total Depth: _____
 Deepening Re-perf. Conv. to Enhr./SWD
 Plug Back Plug Back Total Depth
 Commingled Docket No. _____
 Dual Completion Docket No. _____
 Other (SWD or Enhr.?) Docket No. _____

3/26/08	4/1/08	4/1/08
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 167-23495-0000
 County: Russell
 _____ SW _____ SE _____ NE Sec. 22 Twp. 15 S. R. 14 East West
2310 feet from S / (circle one) Line of Section
1000 feet from (circle one) W Line of Section
 Footages Calculated from Nearest Outside Section Corner:
 (circle one) NE SE NW SW
 Lease Name: OCHS Well #: 1
 Field Name: Wildcat
 Producing Formation: Arbuckle
 Elevation: Ground: 1865 Kelly Bushing: 1874
 Total Depth: 3410 Plug Back Total Depth: _____
 Amount of Surface Pipe Set and Cemented at 904 Feet
 Multiple Stage Cementing Collar Used? Yes No
 If yes, show depth set _____ Feet
 If Alternate II completion, cement circulated from _____
 feet depth to _____ w/ _____ sx cmt.

Drilling Fluid Management Plan *AI I NR*
 (Data must be collected from the Reserve Pit)
 Chloride content _____ ppm Fluid volume 8-28-08 bbls
 Dewatering method used Evaporation
 Location of fluid disposal if hauled offsite: _____
 Operator Name: _____
 Lease Name: _____ License No.: _____
 Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West
 County: _____ Docket No.: _____

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

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

Signature: *Kenneth J. Fleeman*
 Title: Manager of Engineering Date: 7/24/08
Commonwealth of Pa, County of Allegheny
 Subscribed and sworn to before me this 24th day of July
 2008
 Notary Public: *Tracey G. Mulert*
 Date Commission Expires: 5/16/09

KCC Office Use ONLY
 Letter of Confidentiality Received
 Wireline Log Received
 Geologist Report Received
 UIC Distribution
 If Denied Yes Date: 8/12/08
RECEIVED
KANSAS CORPORATION COMMISSION
JUL 28 2008

COMMONWEALTH OF PENNSYLVANIA
 Notarial Seal
 Tracey G. Mulert, Notary Public
 O'Hara Twp., Allegheny County
 My Commission Expires May 16, 2009
 Member, Pennsylvania Association of Notaries

CONSERVATION DIVISION
 WICHITA, KS

Operator Name: ABARTA Oil & Gas Co., Inc. Lease Name: OCHS Well #: 1
 Sec. 22 Twp. 15 S. R. 14 East West County: Russell

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all final copies of drill stems tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface test, along with final chart(s). Attach extra sheet if more space is needed. Attach copy of all Electric Wireline Logs surveyed. Attach final geological well site report.

Drill Stem Tests Taken Yes No
 (Attach Additional Sheets)

Samples Sent to Geological Survey Yes No

Cores Taken Yes No

Electric Log Run Yes No
 (Submit Copy)

List All E. Logs Run:

Compensated Density/Neutron/PE, Micro Log,
 Sonic Log, Dual Induction, CBL

Log Formation (Top), Depth and Datum Sample

Name	Top	Datum
Anhydrite	889	+985
Grand Haven	2432	-558
Tarkio Lime	2502	-628
Elmont	2566	-692
Howard	2705	-831
Topeka	2776	-902
Heebner	3006	-1132

See attached for remaining tops.

CASING RECORD <input checked="" type="checkbox"/> New <input type="checkbox"/> Used							
Report all strings set-conductor, surface, intermediate, production, etc.							
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
Surface	12 1/4	8 5/8	23	904	Class A	350	2% Gel 3% CC
Production	7 7/8	5 1/2	15.5	3407	Class A	200	10% CC 2% Gel

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate <input type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input checked="" type="checkbox"/> Plug Off Zone	3332/3336	Class A	75	None

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
4	3332-3336	Cement Squeeze with 75 Sxs Class A	
4	3310-3311		

TUBING RECORD	Size	Set At	Packer At	Liner Run
	2 7/8	3247		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Date of First, Resumerd Production, SWD or Enhr. 6/23/08 Producing Method Flowing Pumping Gas Lift Other (Explain)

Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity
	6	0	24	-	N/A

Disposition of Gas Vented Sold Used on Lease (If vented, Submit ACO-18.) METHOD OF COMPLETION Open Hole Perf. Dually Comp. Commingled Other (Specify) _____ Production Interval _____

CORPORATE OFFICE:
1000 Gamma Drive, Suite 400
Pittsburgh, PA 15238
■ 412-963-6443, FAX 412-963-6498 ■

WEST VIRGINIA OFFICE:
147 West Main Street, Suite 3
Bridgeport, WV 26330
■ 304-842-5446, FAX 304-842-5450 ■

ABARTA

OIL & GAS COMPANY

KENTUCKY FIELD OFFICE:
24442 KY Rt. 32
Martha, KY 41159
■ 606-652-4600, FAX 606-652-4602 ■

KENTUCKY GAS PLANT:
470 Lost Lick Branch Road
Martha, KY 41159
■ 606-652-4722, FAX 606-652-4107 ■

July 25, 2008

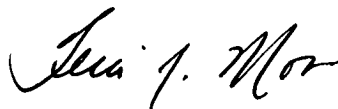
Kansas Corporation Commission
130 S. Market – Room 2078
Wichita, KS 67202

Dear Sir or Madam:

Please let this letter serve as ABARTA Oil & Gas Co., Inc.'s formal request to hold all enclosed materials regarding the OCHS #1 (15-167-23495) confidential for the twelve month term.

If you should have questions or need further information regarding this request, please feel free to contact me at our corporate office location listed above or via email at tmoore@abartaenergy.com.

Sincerely,



Terri J. Moore
Operations Analyst

C: File

RECEIVED
KANSAS CORPORATION COMMISSION

JUL 28 2008

CONSERVATION DIVISION
WICHITA, KS

ALLIED CEMENTING CO., LLC. 30319

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

SERVICE POINT:

Russell

DATE <u>3-26-08</u>	SEC. <u>22</u>	TWP. <u>15 S</u>	RANGE <u>14 W</u>	CALLED OUT	ON LOCATION	JOB START <u>6:30pm</u>	JOB FINISH <u>7:00pm</u>
LEASE <u>OCHS</u>		WELL # <u>1</u>	LOCATION <u>Russell + I-70 8 S</u>		COUNTY <u>Russell</u>	STATE <u>Ks.</u>	
OLD OR <u>NEW</u> (Circle one)			<u>1/4 W Sint.</u>				

CONTRACTOR Stearling Drilling Ris # 1

TYPE OF JOB Surface Job

HOLE SIZE 12 1/4 T.D. 904'

CASING SIZE 8 7/8 DEPTH 903.80

TUBING SIZE DEPTH

DRILL PIPE DEPTH

TOOL DEPTH

PRES. MAX MINIMUM

MEAS. LINE SHOE JOINT

CEMENT LEFT IN CSG. 15'

PERFS.

DISPLACEMENT 56.60 bbl

OWNER _____

CEMENT AMOUNT ORDERED 350 Con 38 CC

28 Gal

EQUIPMENT

PUMP TRUCK CEMENTER Shane

366 HELPER Doug

BULK TRUCK

362 DRIVER Travis

BULK TRUCK

DRIVER

COMMON	<u>350</u>	@	<u>12.15</u>	<u>4252.50</u>
POZMIX		@		
GEL	<u>7</u>	@	<u>18.25</u>	<u>127.75</u>
CHLORIDE	<u>11</u>	@	<u>51.00</u>	<u>561.00</u>
ASC		@		

RECEIVED

KANSAS CORPORATION COMMISSION

JUL 28 2008

CONSERVATION DIVISION
WICHITA, KS

HANDLING	<u>368</u>	@	<u>2.05</u>	<u>754.40</u>
MILEAGE	<u>.09/bk/mi.</u>			<u>274.00</u>
			TOTAL	<u>\$5,969.15</u>

REMARKS:

Cem did C.C.C.

Circ 8 bbls TO pit

CHARGE TO: Abarta Oil + Gas

STREET _____

CITY _____ STATE _____ ZIP _____

SERVICE

DEPTH OF JOB				
PUMP TRUCK CHARGE				<u>893.00</u>
EXTRA FOOTAGE	<u>603</u>	@	<u>.70</u>	<u>422.10</u>
MILEAGE	<u>8 mi.</u>	@	<u>7.00</u>	<u>56.00</u>
MANIFOLD		@		
		@		
		@		
			TOTAL	<u>\$1,371.10</u>

PLUG & FLOAT EQUIPMENT

		@		
		@		
	<u>8 7/8 Solid Rubber Plug</u>	@		<u>110.00</u>
		@		
		@		

TOTAL \$110.00

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 done to satisfaction and supervision of owner agent or contractor. I have read and understand the "GENERAL TERMS AND CONDITIONS" listed on the reverse side.

PRINTED NAME Jennis Border

SIGNATURE Jennis Border

SALES TAX (If Any) _____

TOTAL CHARGES _____

DISCOUNT _____ IF PAID IN 30 DAYS

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 willful 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.

3089

28098

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

SERVICE POINT:

Russell

DATE <u>5/20/08</u>	SEC. <u>22</u>	TWP. <u>15</u>	RANGE <u>14</u>	CALLED OUT	ON LOCATION	JOB START <u>11:00 AM</u>	JOB FINISH <u>12:30 PM</u>
LEASE <u>Ochs</u>	WELL # <u>1</u>	LOCATION <u>Russell 9S 3/4 W</u>			COUNTY <u>Russell</u>	STATE <u>K</u>	
OLD OR NEW (Circle one)							

CONTRACTOR _____ OWNER _____

TYPE OF JOB ARB. Squeeze

HOLE SIZE _____ T.D. _____

CASING SIZE 5 1/2 DEPTH _____

TUBING SIZE 2 3/8 DEPTH _____

DRILL PIPE _____ DEPTH _____

TOOL Dans 3260 DEPTH _____

PRES. MAX _____ MINIMUM _____

MEAS. LINE _____ SHOE JOINT _____

CEMENT LEFT IN CSG. _____

PERFS. _____

DISPLACEMENT _____

CEMENT AMOUNT ORDERED

75# Com

7 lbs FC10

COMMON <u>75</u>	@ <u>12.15</u>	<u>911.25</u>
POZMIX _____	@ _____	_____
GEL _____	@ _____	_____
CHLORIDE _____	@ _____	_____
ASC _____	@ _____	_____
<u>FC10</u> <u>7 lbs</u>	@ <u>1.65</u>	<u>81.55</u>
RECEIVED	@ _____	_____
KANSAS CORPORATION COMMISSION	@ _____	_____
JUL 28 2008	@ _____	_____
CONSERVATION DIVISION	@ _____	_____
WICHITA, KS	@ _____	_____
HANDLING <u>75</u>	@ <u>2.05</u>	<u>153.75</u>
MILEAGE (MIN) <u>SK/m/09</u>	@ _____	<u>274.00</u>
		TOTAL <u>1420.55</u>

EQUIPMENT

PUMP TRUCK CEMENTER Bill

409 HELPER Gary

BULK TRUCK

_____ DRIVER Travis

BULK TRUCK

_____ DRIVER _____

REMARKS:

Perfs c 33 32-36
Pressure 3000 Sat 150 gal Acid
to open up perfs c 1 BPM 1200 #
Com of 25 lbs Com of FC10
Followed with Com. became to
2.50 # wash eye 2000 out of CSG.
pull tubing

SERVICE

DEPTH OF JOB _____

PUMP TRUCK CHARGE _____ 1045.00

EXTRA FOOTAGE @ _____

MILEAGE 11 @ 7 77.00

MANIFOLD @ _____

_____ @ _____

_____ @ _____

TOTAL 1122.00

CHARGE TO: Abertg

STREET _____

CITY _____ STATE _____ ZIP _____

PLUG & FLOAT EQUIPMENT

_____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

TOTAL _____

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

SIGNATURE [Signature]

TAX _____

TOTAL CHARGE _____

DISCOUNT _____ IF PAID IN 30 DAYS _____

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.

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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.

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 willful 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.