RECEIVED JUL 1 1 2005 **KCC WICHITA**

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

22204	ORIGINAL
Operator: License # 32204	API No. 15 - 033-21422-0000 URIUNAL
Name: REDLAND RESOURCES, INC. Address: 6001 NW 23RD STREET	County: COMANCHE
Address: OKLAHOMA CITY, OK 73127	C _ E/2 _ NE Sec. 11 _ Twp. 35 _ S. R. 16 East \(\vec{V} \) West
· · · · · · · · · · · · · · · · · · ·	feet from S / (Circle one) Line of Section
Purchaser: PLAINS MKTG/WESTERN GAS	teet from E)/ W (circle one) Line of Section
Operator Contact Person: ALAN THROWER	Footages Calculated from Nearest Outside Section Corner:
Phone: (_405) 789-7104	(circle one) NE SE NW SW
Contractor: Name: DUKE DRILLING CO., INC.	Lease Name: DEL Well #: 11-8
License: 5929	Field Name: AETNA GAS AREA
Wellsite Geologist: MIKE POLLOK	Producing Formation: MISSISSIPPIAN/OSWEGO
Designate Type of Completion:	Elevation: Ground: 1802 Kelly Bushing: 1815
New Well Re-Entry Workover	Total Depth: 5400 Plug Back Total Depth: 5345'KB
Oil SWD SIOW Temp. Abd.	Amount of Surface Pipe Set and Cemented at 1007'KB Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used?
Dry Other (Core, WSW, Expl., Cathodic, etc)	If yes, show depth setFeet
If Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from
Operator:	feet depth tow/sx cmt.
Well Name:	Drilling Fluid Management Plan AI+ I SB 8-7-0
Original Comp. Date: Original Total Depth:	(Data must be collected from the Reserve Pit)
Deepening Re-perf Conv. to Enhr./SWD	Chloride content 5,000 ppm Fluid volume 480 bbls
Plug Back Total Depth	Dewatering method used TRUCK HAULING
Commingled Docket No.	Location of fluid disposal if hauled offsite:
Dual Completion Docket No	,
Other (SWD or Enhr.?) Docket No	Operator Name: OIL PRODUCERS
12/19/04 01/01/05 06/25/05	Lease Name: MAY License No.: 8061
Spud Date or Date Reached TD Completion Date or	Quarter Sec. 13 Twp. 35S S. R. 16 East V West
Recompletion Date Recompletion Date	County: COMANCHE Docket No.: D27726
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.	or 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
All requirements of the statutes, rules and regulations promulgated to regulat	te 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: MM AMOWY	KCC Office Use ONLY
Title: VICE PRESIDENT Date: 07/07/05	Letter of Confidentiality Received
Subscribed and sworn to before me this 7 day of July	If Denied, Yes Date:
•	Wireline Log Received
20.05.	Geologist Report Received
Notary Public: () Wel-	UIC Distribution
Date Commission Expires:	

CINDI J. JONES Oklahoma County

Notary Public in and for State of Oklahoma Commission # 02018227 Expires 10/30/06

(SEAL)

Operator Name: REDLAND RESOURCES, INC.				Lease	ease Name: DEL Well #			_ Well #: _11-	8	
Sec. 11 Twp. 35 S. R. 16 East West					COM	ANCHE				
INSTRUCTIONS: Si tested, time tool oper temperature, fluid red Electric Wireline Log	n and closed, flowing covery, and flow rate	g and shut-in poss if gas to surfa	ressures, ice test, a	whether shalong with fi	ut-in pr	essure reached	static level, hydro	static pressur	es, botto	m hole
Drill Stem Tests Take		Yes	√ No		√ t	.og Formati	on (Top), Depth a	nd Datum		Sample
Samples Sent to Ge	ological Survey	✓ Yes	□No		Nan CHA			Top 2406		Datum 591
Cores Taken		Yes	√ No			HEEBNER		4309		2494
Electric Log Run (Submit Copy)		✓ Yes	☐ No			SING		4513		2698
List All E. Logs Run:						VEGO LM		5120		3305
•						EROKEE SH		5162		3347
DUAL INDUC	· · · · · · · · · · · · · · · · · · ·	NEUTRO	N			S DETRITAL		5216		3401
DENSITY, MI	CROLOG				_	S UNCONFO		5244 -3429		3429
					OSA	GE MARKE	₹	5324		3509
		Report all s		RECORD conductor, sur	✓ N rface, int	ew 🔲 Used ermediate, product	tion, etc.			
Purpose of String	Size Hole Drilled	Size Cas Set (In O		Weig Lbs./		Setting Depth	Type of Cement	# Sacks Used		and Percent dditives
SURFACE	12.25"	8.625"		23#		1007'KB	65/35 LITE POZ	400		CACL, .25# FLOCELE
PRODUCTION	N 7.875"	4.5"		10.50#		5385'KB	CLASS H	200	6%CACL, 1	0%SALT, 1% GEL
		ADI	DITIONAL	CEMENTIN	IG / SQI	JEEZE RECORD		<u></u>		
Purpose: —— Perforate —— Protect Casing —— Plug Back TD —— Plug Off Zone	Depth Top Bottom	Type of Ce	ment	#Sacks I	Used		Type and Pe	ercent Additives		
Shots Per Foot	PERFORATI Specify I	ON RECORD - E Footage of Each I	Bridge Plug nterval Per	s Set/Type forated			cture, Shot, Cement		d	Depth
3	5234'-5310'					ACIDIZE W/2500 GAL 15%				
						FRAC W/4798 BBLS TREATED WATER A				
						AND 35,000# OTTAWA SAND ALL				
4	5120-5126'					ACIDIZE W/3000 GAL 15% NEFE AL				
TUBING RECORD 2.3	Size 3 75"	Set At 4922'KB	N	Packer At N/A		Liner Run	Yes 📝 No			
OlL 4/15/05 GA		nhr. Prod	ucing Meth] Flowing	Pumpin	g Gas Lift	Othe	er (Explain)	
Estimated Production Per 24 Hours	0il i	Bbls. 70	as I	Mcf	Wate	or Bb		is-Oil Ratio	4(Gravity
Disposition of Gas	METHOD OF C	OMPLETION				Production Interv	······································			-
Vented Sold (If vented, Sub	✓ Used on Lease omit ACO-18.)		oen Hole her <i>(Specif</i>	Perf.		ually Comp.	✓ Commingled A	PPLICATIO	N ATTA	CHED

ALLIED CEMENTING CO., INC. 20309

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

RUSS	ELL, KA	NSAS 6766	55				M.	<u></u>
DATE 12-19-04	SEC.	TWP.	RANGE	16	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
LEASE DO	WELL#	11-8	LOCATIO	1 Last	of Hardtner.	Bust May	COUNTY	LSTATE
OLD OR NEW Cir	rcle one)				st into			
CONTRACTOR .	Dak	47		•	OWNER \mathcal{D}	odland B	SOUMOS	
TYPE OF JOB S	orfac				_	30 10410		
HOLE SIZE 121 CASING SIZE 8	411 5/2 22	T.D.	1012' TH 1010		CEMENT	DERED 4005	11.612611	+20/000 +
TUBING SIZE 6	-17_C5;	DEF		,	14# th-se	al 150sx C	uss A+3%	x.+ 2.6csl
DRILL PIPE 41		DEP					•	
TOOL Afo in PRES. MAX	sert	DEF MIN	TH 96		_ COMMON_ _/	sosy n	_@7,85	1177.50
	00		DE JOINT		POZMIX	3737 17	_ @	
CEMENT LEFT IN		1.91			GEL	35x		33.0
PERFS. DISPLACEMENT	1-1 1/2	bbl fresh	h lo		_ CHLORIDE _ ASC	185x	@_ 33,^^	594,00
DISTERCEMENT		UIPMENT	1 1 40			ileight 400sx	_୍ <u>ଞ୍</u>	2920.00
	EQ		_		flo-seal	199#	@ 1,40	140.00
		ER mike			<u> </u>			
# 352 I	HELPER	Trawu	Cush	mbery	-		_	
BULK TRUCK # 264 I	ORIVER	Larry	Golds				@	
BULK TRUCK		•		'			_@	
# 359 I	ORIVER.	Josh r	negom	ell	- HANDLING_	596 sx	@ <u>3</u> €	30),408
					MILEAGE	596 x 105	X45	1341,00
, <u,< td=""><td></td><td>MARKS:</td><td></td><td></td><td>RECE</td><td></td><td>TOTAL</td><td>7010:10</td></u,<>		MARKS:			RECE		TOTAL	7010:10
2) Julies on b	offom,	Drop Ba	Break	Circ.	JUL 1 1		CE	
3% occ + 1/4 #fk	o Sial	345,5691	ct tail	Convat	_KCC WI	CHITA	CE 	
LEOSKA+30/60	<u>ut2%</u>	sel 4 m	Stop P	VINPS.	DEPTH OF JO			
Release Rubbur	- Plug c	stact D	15p. (0) (43'HIBBI	PUMP TRUCK			570,00
Disp. Plug Die Leave 400 psl on	n Casi	ra. Gin	whate U	5 pp	EXTRA FOOT MILEAGE		_@ <u>150</u>	725
1255x topit	Truck	< Kept 1	Dying 1	Spaids	MANIFOLD _			
			•	•			_@	
CHARGE TO:	محملح	Dosavo	rn C				_@	
	CIMIC	NE SOU	<u> </u>		-		TOTAL	1105,00
STREET					·			
CITY	ST	TATE	ZII	·	-]	PLUG & FLOAT	r equipmen	Т
					85/2 D. LL	w Plug	<u>@</u>	100 06
						insert	_	325. 8
To Allied Cement	ing Co.,	Inc.			85/8 Bask	ut !		180,00
You are hereby re-	-			•		. 6	_@e @	' —
and furnish cemer contractor to do w							_	
done to satisfaction							TOTAL	605°
contractor. I have		•		•				
CONDITIONS" 1	isted on	the reverse	side.		TAX	98		
					TOTAL CHAR	GE		
_					DISCOUNT		IF PAII	D IN 30 DAYS
	1.1	منه ۱۵ د	$A \lambda$	וותומו A איד	TICA A TOTATO AND A TWO	7 . \ .(1 4		
SIGNATURE	Janet .	nently	<u> </u>	VILL BI	LICABLEMANN E CHARGED		ED MANGE	
		ı	V	1770/22	- 4-10 THE PROPERTY - 4-10	PKINT	ED NAME	

UPOR INVOICH.

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. 17747 ORIGINAL

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665 service point:
med ladge, ts.

DATE 1-1-05	SEC.	TWP. 355	RANGE	CALI	LED OU	Τ , Μ .	ON LOCA	ATION	JOB START	JOB FINISH
LEASE Del	WELL#	l-Ø	LOCATION M A	. Dar	ach	2,,2	3/40-	クニ	COUNTY	COD A COST
OLD OR NEW Cir	•	<i>,</i> 2		-1221	1414	∞	~ / (1)	10 C	COMATCIO	<u> </u>
						_				
CONTRACTOR) Yke ?	Drlq.	<u> </u>	(OWNE	R Rec	bralk	Res	sources	
TYPE OF JOB TO		₹	<u> </u>	—	ODB 4D	N LOTE				
HOLE SIZE 77/5		T.D.	5400'		CEME		DEDED 0			
CASING SIZE 47	2X 10.5		TH5387'						20:40:6	1 / 0/-
TUBING SIZE DRILL PIPE		DEP			X005	X H	TASC-	2021	sol-Seal	+ 678
TOOL		DEP DEP			7500	o O C	200H	S.MUX 1491	d.clean'	
PRES. MAX			IMUM		COMM		nudic 15		@ 7.85	117.75
MEAS. LINE			DE JOINT 39.70		POZMI		10		@ 1.85	41.00
CEMENT LEFT IN	I CSG	5110			GEL GEL	^	1		@ 11.00	11.00
PERFS.	1 050.				CHLOR	IDE	•		@ <u>11.00</u> @	. 11.00
DISPLACEMENT	D	hle Co	resh H20		ASC		200	<u> </u>	@ 11.35	2270.0
DIST ENCENIENT	_		esh h U			Sea		O tt	@ <u>50</u>	500.00
	EQUL	PMENT		· ·	FL- I		113		<u> 8.∞</u>	904.00
						·Cle			M. 1.00	250.00
		- 1	y Dreiling			- Cle		1400	@ ·75	187.50
	HELPER J	<u>biuac</u>	Felio	,	пси	- CAE	<u> </u>	OGMI_	@	<u> </u>
BULK TRUCK				_					. @	
	DRIVER L	Arry	G.						@	
BULK TRUCK		•		_					@	-
#I	DRIVER			— Ē	IANDI	LING	260			351.00
							260		105	58500
	REM	ARKS:							ТОТАІ	5217.25
Dina an F	20tham	Boo	AK C:rc.						TOTAL	,, ,, ,, ,,
10m0 2500	Als mu	7.010	DD "0"					PEDVIC	ימוני	
Pump 2500	10/2 11/0	7-01	ATT C				2	SERVIC	E	
Plug RH+m					SCOTI	OF 10	D &	207	t	
	sx H+			1		OF JO		<u> 387</u>		200
600 El - 160	Relex	1000	Log. Displac				CHARGI	i		390.00
253/1 Bhis. F	rechie	2 Aton	BummylAtc	ı		FOOT	AGE		.@	10000
			I. Float Hel		ИILEA	GF.	_ 7 ,		@ 4 .00	180.09
109 to tions	<u> </u>		ATTION HER	<u> </u>				•	.@	
				_	F	RECE	IVED		. @ . @	
n	N - 4	n		_	u ·	1 has 1/1 has	. I V & &			
CHARGE TO: Re	MAID	Kesa	ources		J	UL 1	1 2005			1/-70
STREET					1/6	>~ 1A1	מירוו ויי		TOTAL	1570.0
					K	JC VV	ICHITA			
CITY	STA	ГЕ	ZIP			1	PLUG & I	TLOAT	EQUIPMEN	JT
					4%		Ledu	DOM	EQUII MESI	11
				_	.,,					
				Ŋ	MANIF	OLD _	1. 2. 6		.@	-
					(C) - (C) -	$\frac{\mathcal{O}}{\mathcal{O}}$	C THOI	noe	@ <u>300.0</u>	300.00
To Allied Cement	ing Co., In	c.		ئے			4 sec			360.00
You are hereby re-	quested to	rent cem	enting equipment	t 🛂	6A+C	-4 D	N Plu	9	_	300.00
and furnish cemer	nter and he	lper to as	ssist owner or	_				<u> </u>	. @	
contractor to do w	ork as is li	sted. Th	e above work was	S						
done to satisfactio	on and supe	ervision o	of owner agent or						TOTAL	. 860.00
contractor. I have	read & un	derstand	the "TERMS AN	ID						
CONDITIONS" li	isted on the	e reverse	side.	T	TAX					
				т	ΉΔΤ	СНУБ	GE		3	
				Γ	DISCOU	JNT -	C. C.		IF PAI	D IN 30 DAYS
	<u> </u>	١.,,		٠						
SIGNATURE 🗶	Danied W	Shitle .		,	X	λω	D WHITE	EV		
	₩.m., 1	Y	ANYAP	PLIC	ABILI	KAT E	,		D NAME	
		•	WILL I	BIE CI	HARC	GED	I	MINIE	N MANIE	

UPON INVOICING

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.