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OCT 27 2005

KCC WICHITA

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

ORIGINAL

Operator: License # 4058
Name: American warrior INC
Address: P.O. box 399
City/State/Zip: Garden City, Ks 67846
Purchaser: None
Operator Contact Person: Kevin wiles SR
Phone: (620) 275-2963
Contractor: Name: Duke drilling
License: 5929
Wellsite Geologist: Steve Murphy

Designate Type of Completion:
 New Well Re-Entry Workover
 Oil SWD SLOW 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. _____

7-20-05	7-30-05	7-30-05
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 033-21,436-00-00
County: Comanche 140'S of
NE - NE - SE - Sec. 18 Twp. 31 S. R. 17 East West
2170 feet from (S) / N (circle one) Line of Section
330 feet from (E) W (circle one) Line of Section

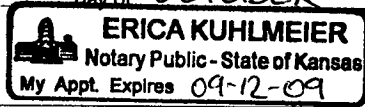
Footages Calculated from Nearest Outside Section Corner:
(circle one) NE (SE) NW SW
Lease Name: Jerry Bunnell Well #: 2-18
Field Name: NA
Producing Formation: None
Elevation: Ground: 2088 Kelly Bushing: 1099
Total Depth: 5100 Plug Back Total Depth: 5100
Amount of Surface Pipe Set and Cemented at 518 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 Alt. I SB 9-2-05
(Data must be collected from the Reserve Pit) PCA 7-30-05
Chloride content 9,000 ppm Fluid volume 320 bbls
Dewatering method used Hauled Off Site
Location of fluid disposal if hauled offsite:
Operator Name: American Warrior INC
Lease Name: Lenertz 1-13 License No.: 4058
Quarter SE Sec. 13 Twp. 32 S. R. 19 East West
County: Comanche Docket No.: D-27,927

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: _____
Title: Production Supt. Date: 10-24-05
Subscribed and sworn to before me this 24 day of OCTOBER
20 05
Notary Public: Erica Kuhlmeier
Date Commission Expires: 09-12-09



KCC Office Use ONLY

Letter of Confidentiality Received
If Denied, Yes Date: _____
 Wireline Log Received
 Geologist Report Received
 UIC Distribution

Operator Name: American warrior INC Lease Name: Jerry Bunnell Well #: 2-18
 Sec. 18 Twp. 31 S. R. 17 East West County: Comanche 140'S of _____

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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Attach Additional Sheets)</i> Samples Sent to Geological Survey <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Submit Copy)</i> List All E. Logs Run: CNL/CDL, DIL, Micro Sonic	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">Name</td> <td style="width:20%;">Top</td> <td style="width:20%;">Datum</td> </tr> <tr> <td>Heebner</td> <td>4197</td> <td>-2096</td> </tr> <tr> <td>Lansing</td> <td>4380</td> <td>-2279</td> </tr> <tr> <td>BKC</td> <td>4786</td> <td>-2685</td> </tr> <tr> <td>Pawnee</td> <td>4908</td> <td>-2807</td> </tr> <tr> <td>FT.Scott</td> <td>4940</td> <td>-2839</td> </tr> <tr> <td>Cherokee</td> <td>4951</td> <td>-2850</td> </tr> <tr> <td>Miss</td> <td>5002</td> <td>-2901</td> </tr> </table>	Name	Top	Datum	Heebner	4197	-2096	Lansing	4380	-2279	BKC	4786	-2685	Pawnee	4908	-2807	FT.Scott	4940	-2839	Cherokee	4951	-2850	Miss	5002	-2901
Name	Top	Datum																							
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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#	518	65/35 pos	650	3%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 type="checkbox"/> Plug Off Zone				

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record <i>(Amount and Kind of Material Used)</i>	Depth
	D&A		

TUBING RECORD		Size	Set At	Packer At	Liner Run		
D/A						<input type="checkbox"/> Yes	<input type="checkbox"/> No
Date of First, Resumerd Production, SWD or Enhr.			Producing Method				
D/A			<input type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)				
Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity		

Disposition of Gas	METHOD OF COMPLETION	Production Interval
<input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease <i>(If vented, Submit ACO-18.)</i>	<input type="checkbox"/> Open Hole <input type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <input type="checkbox"/> Other (Specify) _____	_____

RECEIVED
 OCT 27 2005
 KCC WICHITA

ALLIED CEMENTING CO., INC. 20805

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

SERVICE POINT:
Medicine H/B

DATE <u>7-2005</u>	SEC. <u>18</u>	TWP. <u>31S</u>	RANGE <u>17W</u>	CALLED OUT <u>7:30 P.M.</u>	ON LOCATION <u>10:00 P.M.</u>	JOB START <u>11:30 AM</u>	JOB FINISH <u>2:00 AM</u>
LEASE <u>Jerry Bunnell</u>		WELL # <u>2-18</u>		LOCATION <u>Wilmore KS,</u>		COUNTY <u>Comanche KS,</u>	STATE
OLD OR <input checked="" type="radio"/> NEW (Circle one)			<u>1/4 N 1/4 E 1/2 N W/ATO</u>				

CONTRACTOR Duke #7 OWNER American Warrior

TYPE OF JOB Surface
 HOLE SIZE 12 1/2 T.D. 518
 CASING SIZE 8 5/8 DEPTH 518
 TUBING SIZE DEPTH
 DRILL PIPE 4 1/2 DEPTH 518
 TOOL DEPTH

PRES. MAX 400 PSI MINIMUM —
 MEAS. LINE SHOE JOINT 42 FT
 CEMENT LEFT IN CSG. 42 FT
 PERFS.
 DISPLACEMENT FRESH WATER 30/250

EQUIPMENT
 PUMP TRUCK CEMENTER David W.
 # 352 HELPER Traucy C.
 BULK TRUCK
 # 363 DRIVER Jason K.
 BULK TRUCK
 # DRIVER

CEMENT
 AMOUNT ORDERED 175sx 65' 35' 6 + 3%
cc + 1/4" Flo-seal + 196 AM Chlor
100sx A + 3% cc + 2% Gel

COMMON <u>100 A</u>	@ <u>8.70</u>	<u>870.00</u>
POZMIX	@	
GEL <u>2</u>	@ <u>14.00</u>	<u>28.00</u>
CHLORIDE <u>9</u>	@ <u>38.00</u>	<u>342.00</u>
ASC	@	
<u>AM Chloride 3</u>	@ <u>33.00</u>	<u>99.00</u>
<u>Flo Seal 44 #</u>	@ <u>1.70</u>	<u>74.80</u>
<u>ALW 175</u>	@ <u>8.15</u>	<u>1426.25</u>
	@	
	@	
	@	
	@	
HANDLING <u>300</u>	@ <u>1.60</u>	<u>480.00</u>
MILEAGE <u>45 x 300 x .06</u>		<u>810.00</u>
		TOTAL <u>4130.05</u>

REMARKS:

p:pc on Bottom Break Circ Pump
175sx 45' 35' 6 + 3% cc + 1/4" Flo-
seal + 196 AM Chlor + 100sx A + 3%
cc + 2% gel shut Down Release
Plug Displace w/ Fresh water
Slow Rate Bump Plug Shut in
Cement Did circ wash up Rig Down.

SERVICE

DEPTH OF JOB <u>518</u>		
PUMP TRUCK CHARGE <u>0-300'</u>		<u>670.00</u>
EXTRA FOOTAGE <u>218'</u>	@ <u>.55</u>	<u>119.90</u>
MILEAGE <u>45</u>	@ <u>5.00</u>	<u>225.00</u>
MANIFOLD <u>Head Rent</u>	@ <u>75.00</u>	<u>75.00</u>
	@	
	@	

CHARGE TO: American Warrior
 STREET _____
 CITY _____ STATE _____ ZIP _____

TOTAL 1089.90

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KCC WICHITA

PLUG & FLOAT EQUIPMENT

<u>8 5/8</u>		
<u>1-Baffle Plate</u>	@ <u>45.00</u>	<u>45.00</u>
<u>1-Basket</u>	@ <u>180.00</u>	<u>180.00</u>
<u>2-Centralizers</u>	@ <u>55.00</u>	<u>55.00</u>
<u>1-Rubber Plug</u>	@ <u>100.00</u>	<u>100.00</u>
	@	

TOTAL 380.00

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.

TAX _____
 TOTAL CHARGE ~~6500.00~~
 DISCOUNT ~~6500.00~~ IF PAID IN 30 DAYS

ANY APPLICABLE TAX
 WILL BE CHARGED
 UPON INVOICING

SIGNATURE X Kenneth McGuire

SIGNATURE X KENNETH M'Guire
 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 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. 17242

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

SERVICE POINT: Ness City

DATE <u>7-30-05</u>	SEC. <u>18</u>	TWP. <u>31</u>	RANGE <u>17</u>	CALLED OUT <u>10:00am</u>	ON LOCATION <u>5:30pm</u>	JOB START <u>6:15pm</u>	JOB FINISH <u>7:45pm</u>
LEASE <u>Burrell</u>			WELL # <u>2-18</u>	LOCATION <u>Wilmore 40 1/4 E 2nd St</u>		COUNTY <u>Comanche</u>	STATE <u>KS</u>
OLD OR <u>NEW</u> (Circle one)							

CONTRACTOR Duke Drilling # 7

TYPE OF JOB Rotary Plug

HOLE SIZE 7 7/8 T.D. 5100

CASING SIZE 8 5/8 DEPTH _____

TUBING SIZE _____ DEPTH _____

DRILL PIPE _____ DEPTH _____

TOOL _____ DEPTH _____

PRES. MAX _____ MINIMUM _____

MEAS. LINE _____ SHOE JOINT _____

CEMENT LEFT IN CSG. _____

PERFS. _____

DISPLACEMENT _____

OWNER _____

CEMENT AMOUNT ORDERED 185 6 3/4 @ 6 1/2 gal

COMMON	<u>111 A</u>	@	<u>8.70</u>	<u>965.70</u>
POZMIX	<u>74</u>	@	<u>4.70</u>	<u>347.80</u>
GEL	<u>10</u>	@	<u>14.00</u>	<u>140.00</u>
CHLORIDE		@		
ASC		@		
		@		
		@		
		@		
		@		
		@		
		@		
HANDLING	<u>195</u>	@	<u>1.60</u>	<u>312.00</u>
MILEAGE	<u>45 X 195 X .06</u>			<u>526.50</u>
TOTAL				<u>2292.00</u>

EQUIPMENT

PUMP TRUCK CEMENTER J. Weighaus

224 HELPER _____

BULK TRUCK

289 DRIVER Mike

BULK TRUCK

_____ DRIVER _____

REMARKS:

1000' @ 50 sk

530' 50

250 50

40 10

10' MH

15 RH

Thanks

SERVICE

DEPTH OF JOB	<u>1000'</u>		
PUMP TRUCK CHARGE			<u>665.00</u>
EXTRA FOOTAGE		@	
MILEAGE	<u>45</u>	@	<u>5.00</u>
		@	
		@	
		@	

RECEIVED

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TOTAL 890.00

**KCC WICHITA
PLUG & FLOAT EQUIPMENT**

MANIFOLD	@	
8 5/8 Day Hole	@	
	@	
	@	
	@	

TOTAL _____

TAX	_____
TOTAL CHARGE	_____
DISCOUNT	_____ IF PAID IN 30 DAYS

ANY APPLICABLE TAX
WILL BE CHARGED
UPON INVOICING

To Allied Cementing Co., Inc.
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SIGNATURE Kenneth McGuire

KENNETH MCGUIRE
PRINTED NAME

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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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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.

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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.