

### Kansas Corporation Commission Oil & Gas Conservation Division

AUG 1 1 2009

Form ACO-1 October 2008 Form Must Be Typed

### WELL COMPLETION FORM RECEIVED

**WELL HISTORY - DESCRIPTION OF WELL & LEASE** 

ORIGINAL

OPERATOR: License # 34038	API No. 15 - 101-22179-00-00
Name: Flatirons Resources LLC	Spot Description:
Address 1: _303 E. 17th Ave Suite 940	NWSESec. 15 Twp. 16 S. R. 28 East V West
Address 2:	
City: Denver State: CO zip: 80203 +	
Contact Person: <u>Jeffery Jones</u>	Footages Calculated from Nearest Outside Section Corner:
Phone: (303) 292-3902 ext 224	□ NE □ NW □ SE □ SW
CONTRACTOR: License # 33575	County: Lane
Name: WW Drilling, LLC	Lease Name: Lawrence Unit Well #: 34-15
Wellsite Geologist: Tim Priest	Field Name: Wildcat
Purchaser: None	Producing Formation: None
Designate Type of Completion:	Elevation: Ground: 2580 Kelly Bushing: 2585
New Well Re-Entry Workover	Total Depth: 4500 Plug Back Total Depth:
Oil SWD SIOW	Amount of Surface Pipe Set and Cemented at:Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used? Yes No
CM (Coal Bed Methane) Temp. Abd.	If yes, show depth set:Feet
Dry Other	If Alternate II completion, cement circulated from:
(Core, WSW, Expl., Cathodic, etc.)	feet depth to:w/sx cmt.
If Workover/Re-entry: Old Well Info as follows:	
Operator:	Drilling Fluid Management Plan  Oda must be collected from the Reserve Pit)
Well Name:	8-21-09
Original Comp. Date: Original Total Depth:	Chloride content: 6,900 ppm Fluid volume: 850 bbls
Deepening Re-perf Conv. to Enhr Conv. to SWD Plug Back: Plug Back Total Depth	Dewatering method used: Air Dry - Back fill
Commingled Docket No.:	Location of fluid disposal if hauled offsite:
Dual Completion	Operator Name:
Other (SWD or Enhr.?) Docket No.:	Lease Name: License No.:
7/7/2009 7/17/2009 RA 7/17/09	Quarter Sec TwpS. R
Spud Date or Date Reached TD Completion Date or Recompletion Date	County: Docket No.:
INSTRUCTIONS: An original and two copies of this form shall be filed with Kansas 67202, within 120 days of the spud date, recompletion, workover or co of side two of this form will be held confidential for a period of 12 months if req tality in excess of 12 months). One copy of all wireline logs and geologist we BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 for	onversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information uested in writing and submitted with the form (see rule 82-3-107 for confiden- Il report shall be attached with this form. ALL CEMENTING TICKETS MUST on with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promulgated to regulate the complete and correct to the best of my knowledge.  Signature:	he oil and gas industry have been fully complied with and the statements herein  KCC Office Use ONLY
Title: Managine Drado Date: 8/6/09	
Subscribed and sworn to before me this 7th day of	Letter of Confidentiality Received
20 07.	NOTARY Wireline Log Received
- 12 1- K	Beologist Report Received
Notary Public:	
Date Commission Expires: 3 - 28 - 16	PUBLIC Distribution

#### Side Two

Operator Name: Flat	irons Resources L	.LC		Lease_f	Name: _	Lawrence Unit		Well #:34-1	15	
Sec. 15 Twp. 10	6S. R. <u>28</u>	East	✓ West	County	Lane	9				
instructions: Sh time tool open and clo recovery, and flow rate surveyed. Attach final	sed, flowing and shu es if gas to surface te	t-in press st, along	ures, whether s	etrated. De	etail all sure rea	cores. Report all ached static level,	hydrostatic	pressures, bottom h	iole temperatu	re, fluid
Drill Stem Tests Taken		<b></b> ✓Y	′es □ No		<b></b> ✓ı	og Formatio	n (Top), Dep	oth and Datum	☐ Samp	ole
Samples Sent to Geol	•	✓Y	′es □ No		Nan	ne /drite- top		Тор 1991	Datur 594	n
Cores Taken Electric Log Run		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \			Heek	oner		3762 3800	-1177 -1215	
(Submit Copy)		•	_	·	Lans	naton		4184	-1599	
List All E. Logs Run:						rokee shale		4327	-1742	
•	sated Porosity, borehole co					issippian		4408	-1823	
			CASING	RECORD	N	ew Used				
						ermediate, producti	1			
Purpose of String	Size Hole Drilled	Se	re Casing t (In O.D.)	Weig Lbs./		Setting Depth	Type o Cemen	t Used	Type and Pe Additive	es
Surface	12 1/4"	8 5/8"		23#		252	common	162/75	4% gel	Je De
		· · · · · · · · · · · · · · · · · · ·								
			ADDITIONAL	CEMENTIN	IG / SOI	JEEZE RECORD				
Purpose: Depth Type of Cement  — Perforate — Protect Casing		#Sacks Used		Type and Percent Additives						
Plug Back TD Plug Off Zone									***************************************	
Shots Per Foot			RD - Bridge Plugs Each Interval Perfo					ement Squeeze Record of Material Used)		)epth
									PORATION COM	
								AU(	3 1 1 2009 SEIVE	}
								REC	CEIVE	D
					<u> </u>					
TUBING RECORD:	Size:	Set At:		Packer At:		Liner Run:	Yes	] No		
Date of First, Resumed F	Production, SWD or Enh	г.	Producing Metho	od:	Flowin	g Pumpin	g $\square$ G	as Lift Othe	er (Explain)	
Estimated Production Per 24 Hours	Oil E	ibis.	Gas M	Vicf _	Wat	er Bb	ols.	Gas-Oil Ratio	Gra	avity
DISPOSITIO	N OF GAS:		M	ETHOD OF (	COMPLE	ETION:		PRODUCTIO	N INTERVAL:	
. Vented Sold	Used on Lease		)pen Hole Other (Specify)	Perf.	Dually	Comp. Com	nmingled			

# ALLIED CEMENTING CO., LLC. 043578

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665	•	SER	VICE POINT: <u>Oak</u>	ley Ks
DATE 7-17-09 SEC TWP. 5 RANGE W C	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
) , , , , , , , ,		hoon	COUNTY	STATE
LEASE UNIT WELL# 37-13 LOCATION Shield	ds 3N-1	٤	Lane	Kan
OLD OR NEW (Circle one)			J :	
CONTRACTOR WILL # 10	OWNER	Same		
TYPE OF JOB PTA				
HOLE SIZE 19/8 T.D. 4500	CEMENT	•	<b>.</b>	40/
CASING SIZE DEPTH	AMOUNT OR	DERED	90- skg	60/40 per
TUBING SIZE DEPTH	- 466e	14# Fla	-Sec	
DRILL PIPE 4/2 XH DEPTH 2010' TOOL DEPTH				
PRES. MAX MINIMUM	COMMON	162-5kg	@ 1365	2.21130
MEAS. LINE SHOE JOINT	POZMIX	108-58	@ 760	8208
CEMENT LEFT IN CSG.	GEL	9 <	@ 2040	18360
PERFS.	CHLORIDE _		@	
DISPLACEMENT	ASC	1 - 4	_@	- A1 1 4A
EQUIPMENT	Flo-Sea	1 68 #	_@_ <u>245</u> _	1660
0			_@	
PUMPTRUCK CEMENTER Walt				
# 431 HELPER - A-1			@	-
BULK TRUCK			_	
# 345 DRIVER Kandy				
BULK TRUCK			@	
# DRIVER	HANDLING_	281 5/3	@ <u>2.16</u>	590 10
	MILEAGE	10¢ por skle	ial	<u> 98350</u>
REMARKS:			TOTAL	4,95590
50 sks 2 2010	•	•		
80 SK3 D 1230'		SERVI	CE	
50 SK D 600'				
#0 5ks D 280'	DEPTH OF JO			
20 5ks D 60'		CHARGE		1,17000
30 3/5 in Rit	EXTRA FOOT		- @ <del> </del>	
20 5ks in pr. H.		35-miles	5	_245=
	MANIFOLD		@	
	KANSAS COR	PORATION COMMISSION	_ @ @	
CHARGETO: Flativon Resources LC	•			;
	- AUI	G 1 1 2009	TOTAL	1415-00
STREET	RE	CEIVED	IOIAL	4110
CITYSTATEZIP				
	1	PLUG & FLOAT	r Equipmen	T
			@	
			_ @	
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	z de la companya della companya della companya de la companya della companya dell	N.		·
done to satisfaction and supervision of owner agent or	•		TOTAL	
contractor. I have read and understand the "GENERAL	OAT TO THAT?	( <b>f A</b> )		a.
TERMS AND CONDITIONS" listed on the reverse side.	SALES TAX (I	ıı Any)		
	TOTAL CHAR	GES_COV		
PRINTED NAME LORDING LANG	DISCOUNT Z		IE DA IF	O IN 30 DAYS
			I I AIL	, III JU DAIG
land De	Fuc	$\mathcal{D}$		

#### **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.
- 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:

**WARRANTIES:** 

- (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., LLC. 043567

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665		SER	VICE POINT:	FS
	ALLED OUT	ON LOCATION	JOB START	JOB FINISH
LEASE UNG WELL# 34-15 LOCATION 5 h.ele	de 3 7 e		COUNTY	9100pm STATE KS
OLD OR NEW (Circle one)	7,70, 20		Lane	F3
CONTRACTOR WAW #10	OWNER		,	·
TYPE OF JOB SUNSACE	OWNER	· · · · · · · · · · · · · · · · · · ·		
HOLE SIZE (2'14 T.D. 253'	CEMENT			_
CASING SIZE 8 <sup>らし</sup> の ユス DEPTH スラン	AMOUNT ORDI		SSK (on	390cc
TUBING SIZE DEPTH	2 90 gal	<del></del>		
DRILL PIPE DEPTH TOOL DEPTH				
PRES. MAX MINIMUM	COMMON	175	@ 1365	2288 ·
MEAS. LINE SHOE JOINT	POZMIX	· · · · · · · · · · · · · · · · · · ·	_ @ <del></del>	
CEMENT LEFT IN CSG.	GEL	3	@ 209	6120
PERFS.	CHLORIDE	6	@ 5713	342 90
DISPLACEMENT (5	ASC			• :
EQUIPMENT			_ @	
•			KANSAS CORPORATIO	N COMMISSION
PUMPTRUCK CEMENTER FUZZY				
# 431 HELPER WALT			-@ <b>AUG 1</b> 1	2009
BULK TRUCK		· · · · · · · · · · · · · · · · · · ·	- ® Decen	/ER
# 347 DRIVER DATTON			RECEIV	VEU
BULK TRUCK			- <u>@</u>	
#DRIVER	HANDLING	184	- @ <del>2                                  </del>	386 40
	MILEAGE			64400
REMARKS:	WIED/ YOU	·	TOTAL	3823
cement did circulate		SERVI	CE	
	DEPTH OF JOB			• ( • •
Plus down @ 91,00pm	DEPTH OF JOB	,	CE 254	99900
	DEPTH OF JOB PUMP TRUCK C EXTRA FOOTAG	CHARGE	252 @	999 99
Plus down @ 9',00pm	PUMP TRUCK C	CHARGE	252	999 99
	PUMP TRUCK C EXTRA FOOTAG	CHARGE GE 3 \$	252 _@	999 99
Plus down @ 9',00pm	PUMP TRUCK C EXTRA FOOTAC MILEAGE	CHARGE GE 3 \$	252 _@ _@	999 99
Plus down @ 91,00pm Thanks Tuzzet+crow	PUMP TRUCK C EXTRA FOOTAC MILEAGE	CHARGE GE 3 \$	252 _@	999 99
Plus down @ 9',00pm	PUMP TRUCK C EXTRA FOOTAC MILEAGE	CHARGE GE 3 \$	252 @	24500
Plus down @ 9'100pm  Thanks Tuzzy +c++w  CHARGE TO: Flatiron Resources LLC	PUMP TRUCK C EXTRA FOOTAC MILEAGE	CHARGE GE 3 \$	252 @	999 99
Plus down @ 9'100pm  Thanks Tuzzetterow  CHARGE TO: Flatiron Resources LLC  STREET	PUMP TRUCK C EXTRA FOOTAC MILEAGE	CHARGE GE 3 \$	252 @	24500
Plus down @ 9'100pm  Thanks Tuzzy +c++w  CHARGE TO: Flatiron Resources LLC	PUMP TRUCK C EXTRA FOOTAG MILEAGE MANIFOLD	CHARGE GE 3 \$	252 @	24500
Plus down @ 9'100pm  Thanks Tuzzetterow  CHARGE TO: Flatiron Resources LLC  STREET	PUMP TRUCK C EXTRA FOOTAG MILEAGE MANIFOLD	CHARGE GE 3 \$	7-52  @ @  @  TOTAL	245°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°
Plus down @ 9'100pm  Thanks Tuzzetterow  CHARGE TO: Flatiron Resources LLC  STREET	PUMP TRUCK C EXTRA FOOTAG MILEAGE MANIFOLD	CHARGE GE 3 \$	252  @ @  TOTAL  TEQUIPMENT	245°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°
Plug down @ 9'100pm  Thanks Tuzzy+crow  CHARGE TO: Flation Resources LLC  STREET  CITY STATE ZIP	PUMP TRUCK C EXTRA FOOTAG MILEAGE MANIFOLD	CHARGE GE 3 \$	2-52  _@ @  @  TOTAL  FEQUIPMENT  _@  @  @	245°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°
The NYS TUZZY + C N- WO  CHARGE TO: Flation Resources LLC  STREET  CITY STATE ZIP  To Allied Cementing Co., LLC.	PUMP TRUCK CEXTRA FOOTAGE MILEAGE MANIFOLD PL	CHARGE GE 3 \$	252  @ @  TOTAL  TEQUIPMENT	245°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°
Thanks Tuzzy + crow  CHARGE TO: Flation Resources LLC  STREET  CITY STATE ZIP  To Allied Cementing Co., LLC.  You are hereby requested to rent cementing equipment	PUMP TRUCK CEXTRA FOOTAGE MILEAGE MANIFOLD PL	CHARGE GE 3 \$	2-52  _@ @  @  TOTAL  FEQUIPMENT  _@  @  @	245°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°
Thanks Tuzzk + crow  CHARGE TO: Flation Resources LLC  STREET  CITY STATE ZIP  To Allied Cementing Co., LLC.  You are hereby requested to rent cementing equipment and furnish cementer and helper(s) to assist owner or	PUMP TRUCK CEXTRA FOOTAGE MILEAGE MANIFOLD PL	CHARGE GE 3 \$	2-52  _@ @  @  TOTAL  FEQUIPMENT  _@  @  @	245°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°
Thanks Tuzzy + craw  CHARGE TO: Flating Resources LLC  STREET	PUMP TRUCK CEXTRA FOOTAGE MILEAGE MANIFOLD PL	CHARGE GE 3 \$	252  @	245°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°
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Thanks Turkterew  CHARGE TO: Flating Resources LLC  STREET  CITY STATE ZIP  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	PUMP TRUCK C EXTRA FOOTAG MILEAGE MANIFOLD	CHARGE GE 3 \$	252  @	245°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°
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Thanks To Pesources LLC  STREET  CITY STATE ZIP  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.	PUMP TRUCK C EXTRA FOOTAG MILEAGE MANIFOLD	CHARGE GE GE Any)	252  @	245°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°
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Thanks To Pesources LLC  STREET  CITY STATE ZIP  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.	PUMP TRUCK CEXTRA FOOTAGE MILEAGE MANIFOLD PL SALES TAX (IF ATOTAL CHARGE	CHARGE GE 3 \$  UG & FLOAT	7-52  @ @  TOTAL  FEQUIPMENT  @ @  TOTAL	1244°

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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 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.