

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

ORIGINAL

Form ACO-1
October 2008
Form Must Be Typed

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 32798
Name: Hart Energies LLC
Address 1: 6903 S 78th E Ave
Address 2: _____
City: Tulsa State: OK Zip: 74133 + _____
Contact Person: William G. Hart
Phone: (918) 633-4161
CONTRACTOR: License # 33843
Name: Terra Drilling
Wellsite Geologist: William G. Hart
Purchaser: West Wichita Gas Gathering/NCRA
Designate Type of Completion:
 New Well _____ Re-Entry _____ Workover
 Oil _____ SWD _____ SIOW
 Gas _____ ENHR _____ SIGW
_____ CM (Coal Bed Methane) _____ Temp. Abd.
_____ Dry _____ Other _____
(Core, WSW, Expl., Cathodic, etc.)

If Workover/Re-entry: Old Well Info as follows:
Operator: N/A
Well Name: _____
Original Comp. Date: _____ Original Total Depth: _____
_____ Deepening _____ Re-perf. _____ Conv. to Enhr. _____ Conv. to SWD
_____ Plug Back: _____ Plug Back Total Depth
_____ Commingled _____ Docket No.: _____
_____ Dual Completion _____ Docket No.: _____
_____ Other (SWD or Enhr.?) _____ Docket No.: _____
7/18/09 6-30-09 7/28/09 7-12-09 9/18/09 7-12-09
Spud Date or Date Reached TD Completion Date or Recompletion Date
per OPer - KCC-514

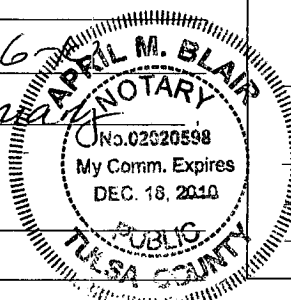
API No. 15 - 007-23441-00-00
Spot Description: _____
SE NE Sec. 1 Twp. 34 S. R. 10 East West
2030 Feet from North / South Line of Section
660 Feet from East / West Line of Section
Footages Calculated from Nearest Outside Section Corner:
 NE NW SE SW
County: Barber
Lease Name: Tucker Well #: 1
Field Name: Wildcat
Producing Formation: Mississippian
Elevation: Ground: 1325 Kelly Bushing: 1338
Total Depth: 5030 Plug Back Total Depth: 4955
Amount of Surface Pipe Set and Cemented at: 227 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 NR 3-4-10
(Data must be collected from the Reserve Pit)
Chloride content: 9300 ppm Fluid volume: _____ bbls
Dewatering method used: vacuum clear liquids air dry
Location of fluid disposal if hauled offsite: _____
Operator Name: N/A
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: William G. Hart
Title: Owner Hart Energies Date: 2-26
Subscribed and sworn to before me this 26th day of February
20 10
Notary Public: April M. Blair
Date Commission Expires: 12-18-10



KCC Office Use ONLY

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

RECEIVED
KANSAS CORPORATION COMMISSION
MAR 01 2010

CONSERVATION DIVISION
WICHITA, KS

Operator Name: Hart Energies LLC Lease Name: Tucker Well #: 1
 Sec. 1 Twp. 34 S. R. 10 East West County: Barber

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 checked="" type="checkbox"/> Yes <input 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, MEL	<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 Shale</td> <td>3495</td> <td>-2157</td> </tr> <tr> <td>Mississippian Unc</td> <td>4540</td> <td>-3202</td> </tr> <tr> <td>Chattanooga Shale</td> <td>4841</td> <td>-3503</td> </tr> <tr> <td>Maquoketa Shale</td> <td>4882</td> <td>-3544</td> </tr> <tr> <td>Simpson Sandstone</td> <td>4986</td> <td>-3648</td> </tr> </table>	Name	Top	Datum	Heebner Shale	3495	-2157	Mississippian Unc	4540	-3202	Chattanooga Shale	4841	-3503	Maquoketa Shale	4882	-3544	Simpson Sandstone	4986	-3648
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Simpson Sandstone	4986	-3648																	

CASING RECORD <input 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		227	Common	105	Pozmix 70, Gel 3, Chloride 5
Production	7 7/8	5 1/2	15.5	4955	Class A	200	Kol-seal 1000, FI-160, Mudclean 500, Clapso 13

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	n.a.			

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
	4540-49 2spf; 4549-54 6spf; 4554-55 2spf. Gas gun 4549-53	Acid 1000 gal 15% HCl	
	4559-60 2spf; 4560-62 6spf; 4562-63 2spf. Gas gun 4560-62	Acid 1500 gal 15% HCl	

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 MAR 01 2010
 CONSERVATION DIVISION
 WICHITA, KS

TUBING RECORD:	Size: <u>2.875</u>	Set At: <u>4260</u>	Packer At: <u>n.a.</u>	Liner Run: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumed Production, SWD or Enhr. <u>11/20/09</u>		Producing Method: <input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)		
Estimated Production Per 24 Hours	Oil Bbls. <u>2</u>	Gas Mcf <u>20</u>	Water Bbls. <u>90</u>	Gas-Oil Ratio _____ Gravity _____

DISPOSITION OF GAS: <input type="checkbox"/> Vented <input checked="" type="checkbox"/> Sold <input type="checkbox"/> Used on Lease <i>(If vented, Submit ACO-18.)</i>	METHOD OF COMPLETION: <input type="checkbox"/> Open Hole <input checked="" type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <input type="checkbox"/> Other (Specify) _____	PRODUCTION INTERVAL: <u>Mississippian 4540-4562</u>
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ALLIED CEMENTING CO., LLC. 042976

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

SERVICE POINT:
Medicine Lodge, KS

DATE <i>071209</i>	SEC. <i>01</i>	TWP. <i>34s</i>	RANGE <i>10w</i>	CALLED OUT <i>5:00 Am</i>	ON LOCATION <i>6:00 Am</i>	JOB START <i>6:00 Pm</i>	JOB FINISH <i>7:00 Pm</i>
LEASE <i>Tucker</i>	WELL# <i>1</i>	LOCATION <i>Hazelton, KS, 2 1/2 E, S 4 E/176</i>			COUNTY <i>Barber</i>	STATE <i>KS</i>	
OLD OR NEW (Circle one)							

CONTRACTOR *Terra #1*
 TYPE OF JOB *Production Casing*
 HOLE SIZE *7 7/8* T.D. *5036*
 CASING SIZE *5 1/2* DEPTH *4955*
 TUBING SIZE DEPTH
 DRILL PIPE DEPTH
 TOOL DEPTH
 PRES. MAX *1500* MINIMUM
 MEAS. LINE SHOE JOINT *36*
 CEMENT LEFT IN CSG. *36*

OWNER *Hart Energies*

PERFS.
DISPLACEMENT *120 Bbls 2% KCL Water*

CEMENT
 AMOUNT ORDERED *25sx 60:40:40 gel & 200sx "A" ASC + 5# Keflex + 5% FL-160 & 500gal Mud Clean*

COMMON			
POZMIX			
GEL			
CHLORIDE			
ASC Class A ASC 200	@	<i>18.60</i>	<i>3,120.00</i>
Kol-Seal	<i>1000</i>	@ <i>.89</i>	<i>890.00</i>
FL-160	<i>94</i>	@ <i>13.30</i>	<i>1,250.20</i>
Mud Clean	<i>500</i>	@ <i>1.00</i>	<i>500.00</i>
Clapro	<i>13</i>	@ <i>31.25</i>	<i>406.25</i>

MAR 01 2010

CONSERVATION DIVISION
WICHITA, KS

EQUIPMENT
 PUMP TRUCK CEMENTER *D. Felio*
 # *414-302* HELPER *G. Grieve*
 BULK TRUCK
 # *356-252* DRIVER *S. Priddy*
 BULK TRUCK
 # DRIVER

HANDLING	<i>200</i>	@ <i>2.40</i>	<i>480.00</i>
MILEAGE	<i>200/15</i>	<i>1.10</i>	<i>300.00</i>
TOTAL			<i>7,546.45</i>

REMARKS:

Pipe on Btm, Break Circ Pump, Mud Clean Plug, Keflex & FL-160 25sx 60:40 Cement, Pump 200sx "A" ASC Cement, Stop Pump, Wash Pump & Lines, Release Plug, Start Disp. w/ 2% KCL Water, See increase in PST, Slow Rate, Bump at 120 Bbls total Disp, Release PST, Float Did Hold

SERVICE

DEPTH OF JOB	<i>4955</i>		
PUMP TRUCK CHARGE			<i>2,185.00</i>
EXTRA FOOTAGE		@	
MILEAGE	<i>15</i>	@ <i>7.00</i>	<i>105.00</i>
MANIFOLD		@	

TOTAL *2,290.00*

CHARGE TO: *Hart Energies*
 STREET
 CITY STATE ZIP

PLUG & FLOAT EQUIPMENT

<i>1</i>	<i>- Guide Shoe - WG</i>	@ <i>192.00</i>	<i>192.00</i>
<i>1</i>	<i>- AFU insert - WG</i>	@ <i>293.00</i>	<i>293.00</i>
<i>2</i>	<i>- Basket - WG</i>	@ <i>166.00</i>	<i>372.00</i>
<i>4</i>	<i>- Centralizer - WG</i>	@ <i>57.00</i>	<i>228.00</i>
<i>1</i>	<i>- TRP - IR</i>	@ <i>74.00</i>	<i>74.00</i>

TOTAL *1,159.00*

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.

SALES TAX (If Any)
 TOTAL CHARGES
 DISCOUNT IF PAID IN 30 DAYS

PRINTED NAME *Terry Smith*
 SIGNATURE *Terry Smith*

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., LLC. 34124

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

SERVICE POINT:
Medicine Lodge, KS

DATE <i>070109</i>	SEC. <i>01</i>	TWP. <i>34s</i>	RANGE <i>10w</i>	CALLED OUT <i>6:00 PM</i>	ON LOCATION <i>8:00 PM</i>	JOB START <i>3:30 AM</i>	JOB FINISH <i>4:00 AM</i>
LEASE <i>Tuckers</i>		WELL # <i>1</i>	LOCATION <i>Hazleton, KS, 3 NE on ^{KS} 2 1/4</i>		COUNTY <i>Barber</i>	STATE <i>KS</i>	
OLD OR <u>NEW</u> (Circle one)			<i>S, E and S into</i>				

CONTRACTOR *Terra #1*

TYPE OF JOB *Surface*

HOLE SIZE *12 1/4* T.D. *230*

CASING SIZE *8 5/8* DEPTH *227*

TUBING SIZE DEPTH

DRILL PIPE DEPTH

TOOL DEPTH

PRES. MAX *300* MINIMUM *-*

MEAS. LINE SHOE JOINT *N/A*

CEMENT LEFT IN CSG. *15'*

PERFS.

DISPLACEMENT *13 1/2 Bbls Fresh H2O*

OWNER *Hart Energies*

CEMENT

AMOUNT ORDERED *175sx 60:40:2% gel + 3% cc*

COMMON	<i>105</i>	@ <i>15.45</i>	<i>1622.25</i>
POZMIX	<i>70</i>	@ <i>8.00</i>	<i>560.00</i>
GEL	<i>3</i>	@ <i>20.00</i>	<i>62.40</i>
CHLORIDE	<i>5</i>	@ <i>58.20</i>	<i>291.00</i>
ASC		@	

EQUIPMENT

PUMP TRUCK CEMENTER *D. Felio*

352 HELPER *S. Priddy*

BULK TRUCK

389 DRIVER *S. Priddy*

BULK TRUCK

DRIVER

RECEIVED

KANSAS CORPORATION COMMISSION

@ *MAR 01 2010*

CONSERVATION DIVISION

@ *WICHITA, KS*

HANDLING *175* @ *2.40* *420.00*

MILEAGE *175x.10x15* *312.00*

TOTAL *3267.65*

REMARKS:

Pipe on Btm, Break Circ, Pump Fresh H2O, Spacer Mix 175sx 60:40 cement, Stop Pump, Release Plug, Start Disp w/ Fresh H2O, Wash up on Plug, See increase in Pst, Slow Rate, Stop Pump at 13 1/2 Bbl total Disp, Shut in, Release line Pst, Cement Did Circ.

SERVICE

DEPTH OF JOB	<i>227</i>		
PUMP TRUCK CHARGE			<i>1018.00</i>
EXTRA FOOTAGE		@	
MILEAGE	<i>15</i>	@ <i>7.00</i>	<i>105.00</i>
MANIFOLD		@	

CHARGE TO: *Hart Energies*

STREET

CITY STATE ZIP

TOTAL *1123.00*

PLUG & FLOAT EQUIPMENT

<i>1 - Wood Surface Plug</i>	@ <i>68.00</i>	<i>68.00</i>
	@	
	@	
	@	
	@	

TOTAL *68.00*

To Allied Cementing Co., LLC.

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SALES TAX (If Any)

TOTAL CHARGES ~~1123.00~~

DISCOUNT ~~1123.00~~ IF PAID IN 30 DAYS

PRINTED NAME *Kerry Savage*

SIGNATURE *Kerry Savage*

8 5/8

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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.

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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.