

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE



WICHITA, KS

API No. 15 - 193,20734-00-00 Operator: License # 30535 Name: Hartman Oil Co.,Inc. County: THOMAS Address: 12950 E 13th St. N. N/2 -NE - SW - SW Sec. 26 Twp. 10 S. R. 33 East 7 West City/State/Zip: Wichita, Ks. 67230-1457 feet from (S) N (circle one) Line of Section 940' feet from E / W circle one) Line of Section Purchaser:_ Operator Contact Person: Stan Mitchell Footages Calculated from Nearest Outside Section Corner: Phone: (620) 277-2511 (circle one) SE NW Contractor: Name: H2 Drilling (Rig #2) Lease Name: Rains . Well #: 1-26 Field Name: wildcat License: 33793 Wellsite Geologist: Wes Hansen Producing Formation: N/A Elevation: Ground: 3104' _ Kelly Bushing: 3115' Designate Type of Completion: Total Depth: 4750' Plug Back Total Depth: Surface ✓ New Well _____ Re-Entry Amount of Surface Pipe Set and Cemented at 364' - w/260 sks Oil SWD __ _ SIOW Gas _ ENHR ___ __ SIGW Multiple Stage Cementing Collar Used? Yes ✓ No If yes, show depth set N/A __ Other (Core, WSW, Expl., Cathodic, etc) Feet If Workover/Re-entry: Old Well Info as follows: If Alternate II completion, cement circulated from____ Operator:_ Well Name: __ **Drilling Fluid Management Plar** _____Original Total Depth: __ Original Comp. Date: ____ (Data must be collected from the Reserve P ___ Re-perf. Chloride content 2600 __ Deepening Conv. to Enhr./SWD __ppm Fluid volume_8000 ___ Plug Back_ Plug Back Total Depth Dewatering method used Evaporation __ Commingled Docket No. .. Location of fluid disposal if hauled offsite: __ Dual Completion Docket No. Operator Name:___ __ Other (SWD or Enhr.?) Docket No._ ____ License No.:___ Lease Name:____ 7 4*19*/08 3/29/08 4/6/08 Spud Date or Date Reached TD Completion Date or Recompletion Date Recompletion Date ____ 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. KCC Office Use ONLY Signature: Vice President Field Operations Date: 4/14/08 _ Letter of Confidentiality Received Subscribed and sworn to before me this 14th day of April If Denied, Yes Date:_ RECEIVED Geologist Report Received 20 OX Notary Public: Sunda Chanel APR 16 2008 **UIC Distribution** CONSERVATION DIVISION Date Commission Expires: _

Notary Public State of Kansas

Linda Chanel Neises My Appt Exp_\(\alpha\)\(\)

~<u>e__</u>

KCC

Operator Name: Hartman Oil Co.,Inc.				Lease Name: Rains `			Well #: 1-26 APR [E			
Sec. 26 Twp. 10	S. R. 33	East	✓ West	County	: THO	MAS			CONFIDEN	
NSTRUCTIONS: Sho ested, time tool open emperature, fluid reco Electric Wireline Logs	and closed, flowin	g and shut s if gas to	in pressures, surface test, a	whether shalong with fi	nut-in pre	essure reached	static level, hydr	ostatic pressu	ests giving interval	
Drill Stem Tests Taken (Attach Additional Sheets) ✓ Yes No					Log Formation (Top), Depth			and Datum ✓ Sample		
Samples Sent to Geological Survey			es 🗹 No	Name Anhy			Top Datum 2617' +498'			
Cores Taken Yes 🗸 I			es 🗸 No		Heebner			4030'	-915'	
Electric Log Run			es 🗌 No		Lansing			4070'	-955'	
(Submit Copy)					Marmanton			4374'	-1259'	
List All E. Logs Run:				Pawnee				-1372'		
Dual Induction L	Log - Dual (Comper	sated Por	ositv	Ft S			4489' 4539'	-1424'	
Log - Borehole				JUN. 9	Cherokee Shale			4570'	-1455'	
Microresistivity Log					Mississippi			4606'	-1591'	
			CASING	RECORD	VII35					
		Repor				rmediate, product	tion, etc.			
Purpose of String	Size Hole Drilled			Weig Lbs./		Setting Depth			Type and Percent Additives	
Surface	12-3/4"	8-5/8"		23#		364'	common	260	3 % CC - 2 % gel	
			ADDITIONAL	OFMENTIN	10.400					
Purpose:	Depth	Γ		CEMENTING / SQUEEZE RECORD				e and Percent Additives		
Perforate Protect Casing Plug Back TD Plug Off Zone	Top Bottom			#Sacks	#Sacks Used Type		Type and I			
Shots Per Foot			D - Bridge Plug				cture, Shot, Cemen		L.	
Specify Footage of Each Interval Perforated (Am				nount and Kind of M	aterial Used)	Depth				
TUBING RECORD	Size	Set At	P	Packer At	l	Liner Run	Yes No			
Date of First, Resumerd F	Production, SWD or E	nhr.	Producing Meth		Flowing			t Othe	er (Explain)	
Estimated Production Per 24 Hours	Oil	Bbls.	Gas	Mcf	Wate	r Bb		as-Oil Ratio	Gravity	
Disposition of Gas	METHOD OF C	OMPLETIO	N	<u>l</u>		Production Interv	/al			
Vented Sold	Used on Lease	I	Open Hole	Perf.	<u></u>	ually Comp.	Commingled	VALIERS CO	RECEIVED DRPORATION COMMISSION	
(If vented, Subn	nn ACO-18.)		Other (Specia	_{fy)} D&A				KANSNO	4 C 2008	

APR 16 2008

ALLIED CEMENTING CO., INC.

32230

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

SERVICE POINT:

,			()G 85 6°	
DATE 3 27 00 AG IO 33	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
the same of the sa	San		COUNTY	STATE
		lad f N	Thomas	425
OLD OR NEW (Circle one)		PARTER		
CONTRACTOR Ha Orillity	OWNER	Same	apr 1	5 2008
TYPE OF JOB Surface &		-	CONF	DENTIAL
HOLE SIZE 12 14 T.D. 364	CEMENT			
CASING SIZE ? Property DEPTH 369,63		RDERED <u>A CoC</u>		ુ <i>મે</i> દેવું
TUBING SIZE DEPTH	Will CG	12 % gol	y	
DRILL PIPE DEPTH TOOL DEPTH			•	
PRES. MAX MINIMUM	COMMON	alwo sks	@ 14,20	3692,00
MEAC LINE CHOE TOINE	POZMIX	4	_	0,36
CEMENT LEFT IN CSG. 15	GEL _	5" 5 K.S	@ 18, 25	93,35
PERFS.	CHLORIDE	9 sh5	@ <i>\$2,45</i>	472.05
DISPLACEMENT 2222	ASC		_@	
EQUIPMENT			_@	ECEIVED
			$-rac{@}{@}$ KANSAS COR	PORATION COMMISS
PUMP TRUCK CEMENTER				
# 1/23-231 HELPER Alan			- [@]	R 1 6 2008
BULK TRUCK #_318 DRIVER WIFF			@ CONS	ERVATION DIVISION
BULK TRUCK			@	WICHITA, KS
DRIVER		9 300 00 00	<u> </u>	733 (3)
	HANDLING MILEAGE	W. C.	@ 2 115	389,10 373,00
REMARKS:	MILEAGE _	provisions Com	GCG &	12
NEWARIS.			TOTAL	<u> 2128.90</u>
		SERVIO	CE	
			ař.	
		OB <u> </u>	····	
	PUMP TRUC		- 500 42	56,20
		TAGE LOS	. (a) <u>* 3'() </u>	63.60
	MANIFOLD	Head rental	- @ <i>*******</i> - @	113.00
	MANIFOLD.		@	4.40.
			@	
CHARGE TO: Marthago Oil				
STREET			TOTAL	1144.20
CITYSTATEZIP	451 <u>.</u>	PLUG & FLOAT	FAHDMEN	T
	9H	TLUG & FLOAT	EQUIFMEN	1
	land men En	and the comment of the second		APP (S)
		er des	· @	<u> </u>
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				um u i
lone to satisfaction and supervision of owner agent or			TOTAL	63000
contractor. I have read & understand the "TERMS AND				
CONDITIONS" listed on the reverse side.	TAX			
	TOTAL CHAI	RGE		
	DISCOINT		Tan an a ren	- IN 20 P 4555
	DISCOUNT _		— IF PAIL	IN 30 DAYS
IGNATURE	4	tare s		
IOIVATURE Com of file	and the stary	Professor and	D NIA 3 65	
		PRINTE	D 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 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.

32892

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

SERVICE POINT:

PRINTED NAME

	, - -					<u> </u>	<u> </u>
DATÊ	SEC.	TWP.	RANGE	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
LEASE	WELL#	# E 69	LOCATION	9 111 600 1	3	COUNTY	STATE
OLD OR NEW (Ci		,, , , , , , , , , , , , , , , , , , , ,	127			2 42 82 102 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	KCC
CONTRACTOR	W.	2 1886	the Part &	OWNER	5 486		PR 1 5 2008
TYPE OF JOB	JA F	10		OWNER		2	NFIDENTI
HOLE SIZE	7 46	T.D	. 4750	CEMENT		C	MALIENTIA
CASING SIZE		DEI		AMOUNT O			4
TUBING SIZE	st Juni	DEI		2.00 SKG	· Mary Page y Lord	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	Hay min Car
DRILL PIPE TOOL	Start Miles	DEI DEI					
PRES. MAX			NIMUM	COMMON	1949 85%	@ 1423	19001
MEAS. LINE			DE JOINT	POZMIX	EO SKS	_ @ => -2 ?	
CEMENT LEFT IN	CSG.			GEL _	2 500	_	08125
PERFS.				CHLORIDE _		_@	
DISPLACEMENT				ASC		_ @	•
	EQU	IPMENT				_@	•
			,A. ¹⁹		4	-@ <u>^</u>	1. 11. 15
	CEMENT		BAR I	<u> </u>	Service Co.	_ @ 	
	HELPER	ĴĊ	334026.	-		@	
BULK TRUCK # * * * * * * * * * * * I	ORIVER	,	1 7 D1 -			@	
BULK TRUCK	JKI V LIK		"M. S. W.C.	. *************************************		_ @	
•	DRIVER		Q.	LIANDI INC	209515	_@	50 at 3 35
					Par SEN COL	_@	200
	REM	IARKS:		March 2 14 Mest	d'house	TOTAL	4256
25 BRC .		11. 12.				IOIAL	2 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6
1000 200	4 F	1 = 7 2 (1)	d .		SERVI	CE	
April SHES 1	15°	1400					
10 519 1	19 -	2/0		DEPTH OF JO	OB	2620	
	0.158 /	HOSE			K CHARGE	•	1075
	7.55 P	432		EXTRA FOOT		_@	a 085
				MILEAGE	J 947	_@_ <u>^</u>	- 40 F 12.
		Ser Jan	The Mark	MANIFOLD		_	
		***	HANK JOH				
CHARGE TO:	HARLY.	ador and to	and the	F	RECEIVED DRPORATION COMMISSION	Ø	
STREET				KANSAS CO	DRPORATION	TOTAL	1138
					IPR 16 LUGG		,
CITY	STA	TE	ZIP		DI LIGHEN BIYISTON	FOHIPMEN	e r
				C	ONSERVATION, RS. CA.	EQUIT MEN	•
				· · · · · · · · · · · · · · · · · · ·	75°-4		
م كنت الله المشاهيد و حد الله الله المداه	بعيد أحسد إريد بسد	وبيشيان شير جدد	حرا بهمانيس مسيهموريوما بيوادركات إرو	- Sanda - Sanda - Sanda - Sanda	entre of the two was a substitute of the substit	@	- Lie de les les les les les les les les les le
To Allied Cementi	ng Co., Ir	ıc.				@	
You are hereby red	•		enting equipment	-		_@	
and furnish cemen	_				· · · · · · · · · · · · · · · · · · ·	_@	
contractor to do w	ork as is l	isted. Th	e above work was				
done to satisfaction and supervision of owner agent or						TOTAL	
			the "TERMS AND	TAX			
CONDITIONS" li	sted on th	e reverse	side.		RGE	•	
				DISCOUNT -		—— IF PAII	O IN 30 DAYS
SIGNATURE	a de de			4.			

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 KÄNSAS 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.