CONFIDENTIAL

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

ORIGINAL

Form ACO-1

September 1999

Form Must Be Typed

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

Operator: License # 7311	API No. 15 - 109-20805-00-00
Name: Shakespeare Oil Co.	County: Logan
Address: _202 W. Main ST	se _nw _nw _se Sec. 15 Twp. 13 S. R. 32 ☐ East 🗸 West
City/State/Zip: Salem IL. 62881	2155 feet from S/ N (circle one) Line of Section
Purchaser: none	2115 feet from E W (circle one) Line of Section
Operator Contact Person: Don Williams	Footages Calculated from Nearest Outside Section Corner:
Phone: (_618) _548-1585	(circle one) NE (SE) NW SW
Contractor: Name: WW Drilling LLC	Lease Name: Frey Well #: 4-15
License: 33575	Field Name: Stratford Southwest
Wellsite Geologist: Steve Davis	Producing Formation: none
Designate Type of Completion: New Well Re-Entry Workover	Elevation: Ground: 2924 Kelly Bushing: 2929
	Total Depth: 4620 Plug Back Total Depth:
	Amount of Surface Pipe Set and Cemented at 209 Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used? ☐Yes ✓ No
Dry Other (Core, WSW, Expl., Cathodic, etc)	If yes, show depth setFeet
If Workover/Re-entry: Old Well Info as follow NFIDENTIAL	If Alternate II completion, cement circulated from
Operator: MAY 12-2008	feet depth tosx cmt.
**************************************	Drilling Fluid Management Plan DA 1/1/07070
Original Comp. Date: Original Total Depth:	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit) (Data must be collected from the Reserve Pit)
Deepening Re-perf Conv. to Enhr./SWD	Chloride content 12,800 ppm Fluid volume 510 bbls
Plug Back Total Depth	Dewatering method used_air dry,backfill
Commingled Docket No	Location of fluid disposal if hauled offsite:
Dual Completion Docket No	
Other (SWD or Enhr.?) Docket No.	Operator Name:
4/21/08 4/29/08 4/29/08	Lease Name: License No.:
Spud Date or Date Reached TD Completion Date or Recompletion Date	Quarter Sec TwpS. R East West County: Docket No.:
Information of side two of this form will be held confidential for a period of 107 for confidentiality in excess of 12 months). One copy of all wireline log TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged well	
All requirements of the statutes, rules and regulations promulgated to regu herein are complete and correct to the best of my knowledge.	late the oil and gas industry have been fully complied with and the statements
Signature: Donald R WILL Title: VICE PRESIDENT Date: 5/12/08	KCC Office Use ONLY
Title: V(CE / RESIDEN) Date: S//2/08	Letter of Confidentiality Received
Subscribed and sworn to before me this day of Your	If Denied, Yes Date:
20 <u>108</u> .	Wireline Log Received RECEIVED
Notary Public: Malessa A. Del TOFFICIA	Geologist Report Received KANSAS CORPORATION COMMISS LUC Distribution
Date Commission Expires: 11-(0-1) MELISSA Notary Public.	A. NOEL State of Illinois MAY 1 6 2008
My Commission	Expires 11-06-11 CONSERVATION DIVISION WICHITA, KS

Side Two

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perator Name: Shak	espeare Oil Co.		Leas	e•Name: Fre	y		_ Well #: <u>4-1</u>	5
ec. 15 Twp. 13	S. R	_ East 🗸 \		ty: Logan				
NSTRUCTIONS: Sho ested, time tool open emperature, fluid reco Electric Wireline Logs	and closed, flowing overy, and flow rate	ig and shut-in pre es if gas to surfac	essures, whether se test, along with	shut-in press	ure reached	static level, bydra	ostatic pressu	ests giving interval res, bottom hole ed. Attach copy of all
Orill Stem Tests Taken (Attach Additional S		✓ Yes [No	Log	Formati	on (Top), Depth a	and Datum	Sample
Samples Sent to Geol	ogical Survey	☐ Yes	No	Name			Тор	Datum
Cores Taken Electric Log Run (Submit Copy)		Yes [☑ No ☑ No		SEE	GEO RE	PORT	
ist All E. Logs Run:			•					
DIL,C	DL,CNL, C	FR.						
	·		CASING RECORD ings set-conductor, s		Used	tion ata		
Purpose of String	Size Hole Drilled	Size Casir Set (In O.I	ng We	eight . / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
Surface	12 1/4	8 5/8	23#	20	09	common	160	3% cc. & 2% gel
		ADD	ITIONAL CEMENT	ING / SQUEE	ZE RECORD			
Purpose: Perforate Protect Casing Plug Back TD	Depth Top Bottom	Type of Cen	nent #Sack	s Used		Type and F	Percent Additives	3
Plug Off Zone			· -					1 11 11 11 11 11 11 11 11 11 11 11 11 1
Shots Per Foot	PERFORAT Specify	ION RECORD - Br Footage of Each In	idge Plugs Set/Type terval Perforated	e	Acid, Frac	cture, Shot, Cemen	t Squeeze Reco	
							ateriai Useuj	Depth
		-						
	CONFIG	DENTIAL						
	MAY	DENTIAL 1 2 2008						
TUBING RECORD	Size	(CsetAt	Packer	At L	iner Run	Yes No	<u></u>	
Date of First, Resumerd	Production, SWD or E	Enhr. Produ	cing Method	Flowing	Pumpir	ng Gas Lif	ft Oth	er <i>(Explain</i>)
Estimated Production Per 24 Hours	Oil	Bbls. G	as. Mcf	Water	ы	ols. G	Sas-Oil Ratio	Gravity
	Oil METHOD OF (as Mcf		roduction Inter			RECEIVED ISAS CORPORATION CO

WW Drilling, LLC WaKeeney, KS Well Plugging Orders

Operator: Shakespeare Oil Company License # 7311 Address: 202 W Main ST, Salem Illinois, 62881 API # 15-109-20805-00-00 Lease Name: Frey #4-15 Legals: 2155'FSL & 2115'FEL, Section 15-13s-32w County: Logan Plug # **Feet** Sx. 1st 25 2430 @ 1380 2nd 100 @ 3rd 40 @ 260 4th 10 @ 5th @ Rathole 15 Mousehole Total: 190 Type: 60/40 Poz - 4% Gel - 1/4 # per sx flo-seal Spud Report: Rich Williams Date: 4/21/2008 Time: 11:00 AM Orders From: Pat Bedore Date: 4/24/2008 Time: 2:15 PM Reported to: David Wann Date: 4/30/2008 Time: 9:30 AM Results: D&A CONFIDENTIAL MAY 1 2 2008 **KCC**

RECEIVED KANSAS CORPORATION COMMISSION

MAY 1 6 2008

CONSERVATION DIVISION WICHITA, KS

ALLIED CEMENTING CO., LLC. 54285

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665	<u>,</u>	SERV	ICE POINT:	lay Ks
DATE 4-25-08 SEC. TWP. 135 RANGE 30 W	CALLED OUT (ON LOCATION	JOB START	1.50
LEASE Frey WELL# 4-15 LOCATION O. A. C. OLD OR (NEW) (Circle one)	· 175-22	-1/25	Logon	STATE Ke, 14
CONTRACTOR W-W DA # ==	OWNER	Samo		
HOLE SIZE 1775 T.D. 4410	CEMENT			
CASING SIZE DEPTH	AMOUNT ORDE	ERED 190	5K5 60/4	6 500
TUBING SIZE , DEPTH	421.	el YutiFI	~ So- 1	
DRILL PIPE 413 x 4 DEPTH 243A				
TOOL DEPTH			. 50	
PRES. MAX MINIMUM	COMMON	114 sks		1, 1/8-
MEAS. LINE SHOE JOINT	POZMIX	71 5/6	@ 720	5472
CEMENT LEFT IN CSG.	GEL	7/ 5/c		!3/=
PERFS. DISPLACEMENT	CHLORIDE		. @	
	ASC	494	@ <u></u>	1000
EQUIPMENT	Flo-Soc 1	47,		108
			. @	
PUMPTRUCK CEMENTER L) 1t			· · · · · · · · · · · · · · · · · · ·	
# <u>422</u> HELPER			@	
BULK TRUCK # 21/2 DRIVER Tacco			@	
			@	
BULK TRUCK / # DRIVER			@	
# DRIVER	HANDLING	199 543	@ 215	427-
	MILEAGE	7d per 36/	m.lo	_ 282 <u>~</u>
REMARKS:		. ,	TOTAL	3,115-10
			- 0 11 122	}
25 5ks 2 2430'		SERVIC	E	
100 5% a 1370'				
40 51: 2 260'	DEPTH OF JOB _		2430'	
10 % 0 40'	PUMP TRUCK CI			1,07500
CONFIDENTIAL CONFIDENTIAL	EXTRA FOOTAG		@	
ONEDENTIFIC	MILEAGE 14	- milos	@ 700	9800
CONFIDE 2008 Mark You	MANIFOLD	·	@	
MAY 12 LOS			@	
			@	
CHARGE TO: Shakespeace 0,1 Co.				, ,,, 00
STREET _			TOTAL	1,173
				•
CITYSTATEZIP	PI I	JG & FLOAT	FOLIDMENT	r
RECEIVED KANSAS CORPORATION COMMISSION	1100		_	
	1 7 11 71	85/8	-	
MAY 1 6 2008	1- DA DIO	9	@	
To Allied Comenting Co. L.L.C. CONSERVATION DIVISION			_	
TO Affied Cementing Co., LLC. WICHITA, KS				
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			TOTAL	
contractor. I have read and understand the "GENERAL	SALES TAX (If At	.w)		
TERMS AND CONDITIONS" listed on the reverse side.	- SALES TAX ULAI	1y) ————		-
	TOTAL CHARGES	S		
PRINTED NAME 3 5 11 () TO	TOTAL CHARGES			IN 20 DAVC
PRINTED NAME 3. 5 // /pre				IN 30 DAYS

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 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. 32261

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665	The second secon	SER	VICE POINT:	e, Ks
DATE 4 2 02 15 TWP. RANGE C	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
LEASE FIG. WELL# 4-15 LOCATION Joke KI OLD OR NEW (Circle one)	135 1/2 w	5.795	Locan	STATE
CONTRACTOR WW 8 TYPE OF JOB 5	OWNER 5	n.		······································
HOLE SIZE 1) 14 T.D. 210 CASING SIZE 85/8 DEPTH 2/0	CEMENT AMOUNT OR	DERED 160	5K3 370	
TUBING SIZE DEPTH DRILL PIPE DEPTH TOOL		79	e Get	
TOOL DEPTH PRES. MAX MINIMUM MEAS. LINE SHOE JOINT CEMENT LEFT IN CSG. 15	COMMON POZMIX GEL	160 sks	@ 18 ²⁵ @ 14 ²⁸	7272°
PERES. DISPÉACEMENT EQUIPMENT	CHLORIDE ASC			15) 22
PUMP TRUCK CEMENTER Alexa # 423 HELPER Wayse BULK TRUCK			@ 	
# 347 DRIVER Section BULK TRUCK # DRIVER REMARKS:	HANDLING_' , MILEAGE	Maria Ka	@ <u>215</u>	363 25 288 25 242 255
	and the state of the state of the state of		TOTAL	2150-
Consid D. C. Ciculate		SERVI	CE	
Control D.C Circlete	DEPTH OF JOI	B 2/0		
CONFIDENTIAL The Man		B 2/0 CHARGE		917 00
CONFIDENTIAL The far MAY 1 7 2008 KCC	PUMP TRUCK EXTRA FOOTA MILEAGE MANIFOLD	B 2/0 CHARGE AGE 14m/e	@ 7	9800
CONFIDENTIAL The far MAY 1 7 2008 KCC CHARGE TO: Shaffes Deale	PUMP TRUCK EXTRA FOOTA MILEAGE	B 2/0 CHARGE AGE 14m/e	@ 7	9800
CONFIDENTIAL MAY 1 7 2008 KCC CHARGE TO: Shelles Deale STREET CITY STATE ZIP	PUMP TRUCK EXTRA FOOTA MILEAGE MANIFOLD	B 2/0 CHARGE AGE 14m/e	@ 7 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	*
CONFIDENTIAL MAY 1 ? 2008 KCC CHARGE TO: Shaker Deale STREET CITY STATE ZIP_ RECEIVED KANSAS CORPORATION COMMISSION	PUMP TRUCK EXTRA FOOTA MILEAGE MANIFOLD	B 2/0 CHARGE AGE	@ 72 @ @ TOTAL EQUIPMEN	TT
CONFIDENTIAL MAY 1 ? 2011)8 KCC CHARGE TO: Shapes peare STREET CITY STATE ZIP RECEIVED KANSAS CORPORATION COMMISSION MAY 1 6 2008 To Allied Cementing Co., Inc. CONSERVATION DIVISION	PUMP TRUCK EXTRA FOOTA MILEAGE MANIFOLD	B 2/0 CHARGE AGE	@ 72 @ @ TOTAL EQUIPMEN @ @ @ @ @ @ @ @ @ @ @ @ @ @ @ @ @ @ @	TT
CONFIDENTIAL MAY 1 7 20198 KCC CHARGE TO: Shakes peace STREET CITY STATE ZIP RECEIVED KANSAS CORPORATION COMMISSION MAY 1 6 2008 To Allied Cementing Co., Inc. You are hereby requested to rent cementing Contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or	PUMP TRUCK EXTRA FOOTA MILEAGE MANIFOLD	B 2/0 CHARGE AGE	@ 72 @ @ TOTAL EQUIPMEN @ @ @ @ @ @ @ @ @ @ @ @ @ @ @ @ @ @ @	TT
CONFIDENTIAL MAY 1 7 20198 KCC CHARGE TO: State State STREET CITY STATE ZIP RECEIVED KANSAS CORPORATION COMMISSION MAY 1 6 2008 To Allied Cementing Co., Inc. You are hereby requested to rent cementing Well of the state of the sta	PUMP TRUCK EXTRA FOOTA MILEAGE MANIFOLD P TAX	B_2/O CHARGE AGE	@	TT
CONFIDENTIAL MAY 1 7 2008 KCC CHARGE TO: State STATE ZIP RECEIVED KANSAS CORPORATION COMMISSION MAY 1 6 2008 To Allied Cementing Co., Inc. You are hereby requested to rent cementing 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	PUMP TRUCK EXTRA FOOTA MILEAGE MANIFOLD P TAX TOTAL CHARG	B_2/O CHARGE_AGE_ I'In /t	© 72 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	

GENERAL TERMS AND CONDITIONS

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- —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.
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- —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.