

KANSAS CORPORATION COMMISSION 0 7 2010 OIL & GAS CONSERVATION DIVISION WELL COMPLETION FORM L HISTORY - DESCRIPTION COMMISSION 0 7 2010

Form ACO-1 June 2009 Form Must Be Typed Form must be Signed All blanks must be Filled

WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 33094	API No. 15
Name: Cimarex Energy Co.	Spot Description:
Address 1: 348 Rd. DD	NE_SE_NW_NE_Sec. 6 Twp. 27 S. R. 34 East West
Address 2:	810 Feet from ✓ North / ☐ South Line of Section
City: Satanta State: KS Zip: 67870 +	
Contact Person: Melissa Imler	Footages Calculated from Nearest Outside Section Corner:
Phone: (620) 276-3693 ext. 14	□ NE □NW □ SE □SW
CONTRACTOR: License #_33784	County: Haskell County
Name: Trinidad Drilling Limited Partnership	Lease Name: Pleasant Prairie Unit Well #: 80
Wellsite Geologist: NA	Field Name: Pleasant Prairie
Purchaser: NCRA	Producing Formation: Mississippi (St. Louis)
Designate Type of Completion:	Elevation: Ground: 3016 Kelly Bushing: 3028
✓ New Well Re-Entry Workover	Total Depth: 5350 Plug Back Total Depth: 5321
✓ Oil □wsw □swb □slow	Amount of Surface Pipe Set and Cemented at: 1933' Feet
☐ Gas ☐ D&A ☐ ENHR ☐ SIGW	Multiple Stage Cementing Collar Used? ☐ Yes ✓ No
☐ OG ☐ GSW ☐ Temp. Abd.	If yes, show depth set:Feet
CM (Coal Bed Methane)	If Alternate II completion, cement circulated from:
Cathodic Other (Core, Expl., etc.):	feet depth to:w/sx cmt.
If Workover/Re-entry: Old Well Info as follows:	W/ SX CITE.
Operator:	
Well Name:	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)
Original Comp. Date: Original Total Depth:	Chloride content:ppm Fluid volume:bbls
☐ Deepening ☐ Re-perf. ☐ Conv. to ENHR ☐ Conv. to SWD	Dewatering method used:
Conv. to GSW	Dewatering method used.
Plug Back: Plug Back Total Depth	Location of fluid disposal if hauled offsite:
Commingled Permit #:	Operator Name: Cimarex Energy Co.
Dual Completion Permit #:	Lease Name: Reimer White SWD License #: 33094
SWD Permit #:	Quarter SW Sec. 35 Twp. 28 S. R. 34 East / West
ENHR Permit #:	County: Haskell County Permit #: D-11701
GSW Permit #:	round,
03/23/2010 03/30/2010 04/21/2010 04/21/2010 Completion Date or	
Spud Date or Date Reached TD Completion Date or Recompletion Date	
,	the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, powersion 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.

AFFIDAVIT

I am the affiant and I hereby certify that 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: Meling	Imler	_
Title: Administrative Assistant	Date: 06/03/2010	

	KCC Office Use ONLY
N	Letter of Confidentiality Received
	Date:
	Confidential Release Date:
	Wireline Log Received
	Geologist Report Received
	LUG Bi-d-lb-sdi-m
AL	T \ I \ I \ I \ I \ I \ Approved by: \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \

Side Two

Operator Name: Ul	<u>marex Energy Co</u>	•		Lease	Name: _	Pleasant Prai	ine Onit	_Well #:80	}	
Sec. 6 Twp.27	7s. R. <u>34</u>	☐ East	✓ West	County	_{y:} <u>Hasl</u>	cell County				
instructions: Si time tool open and cl recovery, and flow ra line Logs surveyed.	osed, flowing and shi tes if gas to surface to	ut-in pressi est, along v	ures, whether s with final chart(hut-in pres	sure rea	ched static level,	hydrostatic press	sures, bottom	hole temp	perature, fluid
Drill Stem Tests Take		<u></u> Y	es 🗸 No		⊘ L	og Formatio	n (Top), Depth an	d Datum		Sample
<u>_</u>			es No		Name					Datum
Cores Taken			es 🗹 No		1	Corral / Chase a / B_Heebner		1916-2625 3463-3905		
Electric Log Run Electric Log Submitte	ed Electronically	_	✓ Yes No Yes No		LKC /	C / Pleasanton		3945-4492		
(If no, Submit Cop	y)	_	_		Marma	aton / Cherokee		4510-4662		
List All E. Logs Run:						Atoka / Morrow St. Louis B / St. Louis C		4874-4932 5026-5096		
CBL, Resistiv	ity, Sonic, Indu	uction E	Electric & (CDL						
			CASING	RECORD	St. Lo	uis D / Osage		5134-5244		
		Repo			_	ermediate, producti	on, etc.			
Purpose of String	Size Hole Drilled		e Casing (In O.D.)	Wei Lbs.		Setting Depth	Type of Cement	# Sacks Used		and Percent
Surface	12 1/4	8 5/8		24		1933	65/35 poz / CI C	730	6% gel 1/4	4# floseal/ 3% CC
Production	7 7/8	5 1/2		15.5		5343	50/50 poz / Cl H	300		
		1								
			ADDITIONAL	CEMENTI	NG / SQL	EEZE RECORD			RECE	IVFD
Purpose:	of Cement # Sacks Use			Type and Percent Additives JUN 0 7 2010						
Perforate	Top Bottom	1,700	or Germent	# Sacks	SUsed		Type and P			7 2010
Perforate Protect Casing Plug Back TD	Top Bottom	1,700	or Gerneric	# Sacks	SUsed		Type and P			7 2010
	Top Bottom	1,7,60	or cerneric	# Sauks	S Used		iype and P	•	JUN 0	7 2010 ICHITA
Protect Casing Plug Back TD					S Used			K(JUN 0 CC W	
Protect Casing Plug Back TD	PERFORATI	ON RECOR	D - Bridge Plug Each Interval Perf	s Set/Type	SUSED		ture, Shot, Cement	K(JUN 0 CC W	
—— Protect Casing —— Plug Back TD —— Plug Off Zone	PERFORATI	ON RECOR	D - Bridge Plug	s Set/Type	SUSED	(An	cture, Shot, Cement	K(Squeeze Recor	JUN 0 CC W	Depth
Protect Casing Plug Back TD Plug Off Zone Shots Per Foot	PERFORATI Specify	ON RECOR Footage of E ouis 'B')	D - Bridge Plug: Each Interval Perf	s Set/Type forated	Sused	(An	cture, Shot, Cement nount and Kind of Ma	K(Squeeze Recor	JUN 0 CC W	Depth
Protect Casing Plug Back TD Plug Off Zone Shots Per Foot 3spf	PERFORATI Specify Mississippi (St. L	ON RECOR Footage of B ouis 'B')	D - Bridge Plug Each Interval Perf 5024' - 5038	s Set/Type forated	Sused	750gals 15%	cture, Shot, Cement nount and Kind of Ma	Squeeze Recor (erial Used) 0.4Bbls 2%	CC W	Depth 5024-5038
Protect Casing Plug Back TD Plug Off Zone Shots Per Foot 3spf 3spf	PERFORATI Specify Mississippi (St. L Mississippi (St. Lo	ON RECOR Footage of B ouis 'B')	D - Bridge Plug Each Interval Perf 5024' - 5038 5072' - 5084	s Set/Type forated	Sused	750gals 15%	cture, Shot, Cement nount and Kind of Ma HCL NEFE & 3	Squeeze Recor (erial Used) 0.4Bbls 2%	CC W	ICHITA
Protect Casing Plug Back TD Plug Off Zone Shots Per Foot 3spf 3spf TUBING RECORD:	PERFORATI Specify Mississippi (St. L Mississippi (St. Lo Mississippi (St. Lo	ON RECOR Footage of E ouis 'B') Duis 'C')	D - Bridge Plug Each Interval Perf 5024' - 5038 5072' - 5084	s Set/Type forated		750gals 15% 1000gals 15% Hi	cture, Shot, Cement nount and Kind of Ma HCL NEFE & 3	Squeeze Recor (erial Used) 0.4Bbls 2%	CC W	Depth 5024-5038
Protect Casing Plug Back TD Plug Off Zone Shots Per Foot 3spf 3spf TUBING RECORD:	PERFORATI Specify Mississippi (St. L Mississippi (St. Lo Mississippi (St. Lo	ON RECOR Footage of E ouis 'B') Duis 'C') Duis 'C')	D - Bridge Plug- Each Interval Perf 5024' - 5038 5072' - 5084 5096' - 5106	s Set/Type forated 3' Packer A	t:	(Ar. 750gals 15% House Run:	cture, Shot, Cement nount and Kind of Ma HCL NEFE & 3 CL NEFE, 45 ball set	Squeeze Recor (erial Used) 0.4Bbls 2%	CC W	Depth 5024-5038
Protect Casing Plug Back TD Plug Off Zone Shots Per Foot 3spf 3spf TUBING RECORD: Date of First, Resumed 06/02/10 Estimated Production	PERFORATI Specify Mississippi (St. Lo Mississippi (St. Lo Size: 2 7/8" Production, SWD or EN	ON RECOR Footage of E ouis 'B') Duis 'C') Duis 'C')	D - Bridge Pluggach Interval Perf 5024' - 5038 5072' - 5084 5096' - 5106	s Set/Type forated	t:	(Ar. 750gals 15% 1000gals 15% H	cture, Shot, Cement nount and Kind of Ma HCL NEFE & 3 CL NEFE, 45 ball sec	Squeeze Recor terial Used) 0.4Bbls 2%	CC W	Depth 5024-5038 5096-5106
Protect Casing Plug Back TD Plug Off Zone Shots Per Foot 3spf 3spf TUBING RECORD: Date of First, Resumed 06/02/10	PERFORATI Specify Mississippi (St. Lo Mississippi (St. Lo Size: 2 7/8" Production, SWD or EN	ON RECOR Footage of E ouis 'B') Duis 'C') Duis 'C')	D - Bridge Pluggach Interval Perf 5024' - 5038 5072' - 5084 5096' - 5106	s Set/Type orated Packer A	t:	(Ar. 750gals 15% 1000gals 15% H	cture, Shot, Cement nount and Kind of Ma HCL NEFE & 3 CL NEFE, 45 ball sec	Squeeze Recorterial Used) 10.4Bbls 2% alers & 33Bbls 24	CC W Cd KCL Wtr KCL wtr	Depth 5024-5038 5096-5106
Protect Casing Plug Back TD Plug Off Zone Shots Per Foot 3spf 3spf TUBING RECORD: Date of First, Resumed 06/02/10 Estimated Production Per 24 Hours	PERFORATI Specify Mississippi (St. Lo Mississippi (St. Lo Mississippi (St. Lo Size: 2 7/8" Production, SWD or EN	ON RECOR Footage of E ouis 'B') Duis 'C') Duis 'C')	D - Bridge Pluggach Interval Perf 5024' - 5038 5072' - 5084 5096' - 5106 Producing Meth	s Set/Type orated Packer A	t: g	CAR T50gals 15% His 1000gals 15% His Liner Run: Gas Lift Our Bt 92	cture, Shot, Cement nount and Kind of Ma HCL NEFE & 3 CL NEFE, 45 ball sec	Squeeze Recorterial Used) 10.4Bbls 2% alers & 33Bbls 24	CC W	Depth 5024-5038 5096-5106 ump Gravity 34.9
Protect Casing Plug Back TD Plug Off Zone Shots Per Foot 3spf 3spf TUBING RECORD: Date of First, Resumed 06/02/10 Estimated Production Per 24 Hours	PERFORATI Specify Mississippi (St. Lo Mississippi (St. Lo Mississippi (St. Lo Oil Oil 6 ON OF GAS:	ON RECOR Footage of E ouis 'B') Duis 'C') Set At: 5154' HR.	D - Bridge Plug-Each Interval Perf 5024' - 5038 5072' - 5084 5096' - 5106 Producing Meth Flowing Gas	s Set/Type forated B' Packer A od: Pumpin Mcf	t: g	Comp. Comp.	cture, Shot, Cement nount and Kind of Ma HCL NEFE & 3 CL NEFE, 45 ball sea Yes No ther (Explain) ele	Squeeze Recor (erial Used) 0.4Bbls 2% alers & 33Bbls 26 ctrical subme	CC W	Depth 5024-5038 5096-5106 ump Gravity 34.9

ALLIED CEMENTING CO., LLC.

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665 SERVICE POINT:

DATE 7	SEC.	TWP.	RANGE	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
DATE		<u> </u>	LOCATION	<u> </u>		COUNTY	STATE
LEASE	WELL#		LOCATION		• •	* *	1
OLD OR NEW (C	ircie one)						
CONTRACTOR		. 1.		OWNER			
TYPE OF JOB							
HOLE SIZE				CEMENT			
CASING SIZE	:		TH A CONTRACTOR	AMOUNT OR	DERED		
TUBING SIZE		DEI		***) <u> </u>		
DRILL PIPE		DEI				-	
TOOL		DEI					
PRES. MAX	<u> </u>		NIMUM DE LOINT			@	
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BULK TRUCK	DRIVER	**			KCC WIC	H@A	
#	DRIVER				***	_ @	
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	RE	MARKS:				TOTA	L <u>i zaki</u>
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				PUMP TRUCK	CHARGE		
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				MILEAGE	<u> </u>	@	
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To Allied Ceme	nting Co.,	LLC.		Lat. Val	the second	@	
	_		nenting equipment	- APPLICATION OF THE PROPERTY			
			o assist owner or				
contractor to do	work as is	listed. The	ne above work was	S			- 1
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			nd the "GENERAI	CALECTAVA	If Amr.\		4
TERMS AND CONDITIONS" listed on the reverse side.				.С.	If Any)		- m
				TOTAL CHAR	GES		
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SIGNATURE				·			

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 rull 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., LLC.

REMIT TO P.O. BOX 31

SERVICE POINT:

RUSSELL, KANSAS 67665 JOB FINISH ON LOCATION JOB START CALLED OUT TWP. RANGE SEC. DATE COUNTY STATE LEASE. WELL# LOCATION OLD OR NEW (Circle one) OWNER CONTRACTOR TYPE OF JOB T.D. **CEMENT** HOLE SIZE AMOUNT ORDERED ____ DEPTH \ CASING SIZE DEPTH ____ TUBING SIZE DEPTH DRILL PIPE DEPTH TOOL COMMON_____@___ MINIMUM PRES. MAX POZMIX ______@ _____ SHOE JOINT MEAS. LINE @ _____ CEMENT LEFT IN CSG. CHLORIDE ____@ PERFS. _____@__ DISPLACEMENT **EQUIPMENT** CEMENTER _____ PUMP TRUCK @ HELPER _____@____ **BULK TRUCK** @ _____ DRIVER 1 _____ @ _____ BULK TRUCK _ @ _____ DRIVER HANDLING____ MILEAGE _____ TOTAL _____ **REMARKS: SERVICE** DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE _____@ __ RECEIVED @ 1271. ______ JUN 07 2010 CHARGE TO: TOTAL _ 616 KCC WICHITA CITY_____STATE ____ZIP____ PLUG & FLOAT EQUIPMENT To Allied Cementing Co., LLC. Rubber 119 1 @ 113 00 113 00 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 TOTAL _ done to satisfaction and supervision of owner agent or contractor. I have read and understand the "GENERAL SALES TAX (If Any) TERMS AND CONDITIONS" listed on the reverse side. TOTAL CHARGES _____ DISCOUNT _____ IF PAID IN 30 DAYS PRINTED NAME_____ SIGNATURE _____

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 darnages 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:
- (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.