

CONFIDENTIAL

12/31/10

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form ACO-1
October 2008
Form Must Be Typed

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 33979

Name: Clipper Energy LLC

Address 1: 3838 Oak Lawn

Address 2: _____

City: Dallas State: TX Zip: 75219 + _____

Contact Person: Bill Robinson

Phone: (214) 220-1080

CONTRACTOR: License # 33724 **CONFIDENTIAL**

Name: Warren Drilling, LLC

Wellsite Geologist: Bill Robinson **DEC 31 2008**

Purchaser: na **KCC**

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: _____

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.: _____

11-6-08 11-11-08 11-15-08

Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date
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API No. 15 - 065-23484-0000

Spot Description: _____

ne sw nw nw Sec. 15 Twp. 7s S. R. 21 East West

800 Feet from North / South Line of Section

650 Feet from East / West Line of Section

Footages Calculated from Nearest Outside Section Corner:

NE NW SE SW

County: Graham

Lease Name: Butch Well #: 1

Field Name: WC

Producing Formation: Toronto

Elevation: Ground: 2135 Kelly Bushing: 2143

Total Depth: 3742 Plug Back Total Depth: 3742

Amount of Surface Pipe Set and Cemented at: 221 Feet

Multiple Stage Cementing Collar Used? Yes No

If yes, show depth set: 1715 Feet

If Alternate II completion, cement circulated from: 1715

feet depth to: surface w/ 425 sx cm.

Drilling Fluid Management Plan AT 4 NS 22509
(Data must be collected from the Reserve Pit)

Chloride content: _____ ppm Fluid volume: _____ bbls

Dewatering method used: _____

Location of fluid disposal if hauled offsite: _____

Operator Name: _____

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: Bill Robinson

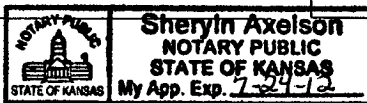
Title: geologist Date: 12-31-08

Subscribed and sworn to before me this 31st day of December

20 08

Notary Public: Sheryln Axelson

Date Commission Expires: 7-24-12



KCC Office Use ONLY

Letter of Confidentiality Received

If Denied, Yes Date: _____

Wireline Log Received

Geologist Report Received

_____ UIC Distribution

RECEIVED
KANSAS CORPORATION COMMISSION

JAN 02 2009

CONSERVATION DIVISION
WICHITA, KS

Operator Name: Clipper Energy LLC Lease Name: Butch Well #: 1
 Sec. 15 Twp. 7s S. R. 21 East West County: Graham

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 type="checkbox"/> Yes <input checked="" 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: RAG	<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>T/Anhydrite</td> <td>1717</td> <td>426</td> </tr> <tr> <td>B/KC</td> <td>3574</td> <td>-1431</td> </tr> </table>	Name	Top	Datum	T/Anhydrite	1717	426	B/KC	3574	-1431
Name	Top	Datum								
T/Anhydrite	1717	426								
B/KC	3574	-1431								

CASING RECORD <input checked="" 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	23	221	common	160	3% cc + 2% gel
production	7 7/8	5 1/2	14	3742	common	215	wfr-2

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				

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record <i>(Amount and Kind of Material Used)</i>	Depth
4	3372-74	A/500 15% HCL	3350

TUBING RECORD: Size: <u>2 7/8</u> Set At: <u>3350</u> Packer At: <u>na</u> Liner Run: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Date of First, Resumed Production, SWD or Enhr. <u>12-5-08</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>10</u> Gas Mcf <u>-</u> Water Bbls. <u>25</u> Gas-Oil Ratio <u> </u> Gravity <u>32</u>

DISPOSITION OF GAS: <input checked="" type="checkbox"/> Vented <input 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) <u> </u>	PRODUCTION INTERVAL: <u>RECEIVED</u> KANSAS CORPORATION COMMISSION
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Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

JAN 02 2009



December 31, 2008

Kansas Corporation Commission
Finney State Office Building
1300 South Market
Room 2078
Wichita, KS 67202-3802

Re: ACO1 Filings, Butch #1
API #15-065-23484

Gentlemen:

Clipper Energy, LLC hereby requests that the information included with this letter be held in confidence for the maximum time allowed.

Sincerely,

A handwritten signature in cursive script that reads "Sheryln Axelson".

Sheryln Axelson
Field Office Secretary

/sda

RECEIVED
KANSAS CORPORATION COMMISSION

JAN 02 2009

CONSERVATION DIVISION
WICHITA, KS

CONFIDENTIAL

DEC 31 2008

KCC

Telephone: 214-220-1080
Fax: 214-720-1048

Clipper Energy, LLC
Two Turtle Creek
Suite 1310
3838 Oak Lawn
Dallas, TX 75219

ALLIED CEMENTING CO., LLC. 034947

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

SERVICE POINT:
Russell KS

DATE <u>11-13-08</u>	SEC. <u>15</u>	TWP. <u>7</u>	RANGE <u>21</u>	CALLED OUT	ON LOCATION	JOB START <u>12:45am</u>	JOB FINISH <u>1:30am</u>
<u>Bulk</u> LEASE	WELL # <u>1</u>	LOCATION <u>Woodmen West side 3 North</u>			COUNTY <u>Graham</u>	STATE <u>KS</u>	
OLD OR <u>NEW</u> (Circle one)		<u>to stop sign 1 West 1 North 34 West Southside</u>					

CONTRACTOR Vision Rig #14
 TYPE OF JOB Production string Bottom stage
 HOLE SIZE 7 1/2 T.D. 3742'
 CASING SIZE 5 1/2 14" DEPTH 3748'
 TUBING SIZE DEPTH
 DRILL PIPE DEPTH
 TOOL DV Tool DEPTH 1715.50
 PRES. MAX MINIMUM
 MEAS. LINE SHOE JOINT 13.15
 CEMENT LEFT IN CSG. 13.15
 PERFS.
 DISPLACEMENT 91.13 Bbl

EQUIPMENT
 PUMP TRUCK CEMENTER John Roberts
 # 409 HELPER Travis
 BULK TRUCK
 # 410 DRIVER CH
 BULK TRUCK
 # DRIVER

REMARKS:

Est. Circulation & circulate 1.5 hrs
Tacet @ 3734.85 Mix 500gal
WFR-2 Mix 215 sk cement
Displace plug w/45 bbl H₂O, 45 bbl Drill mud
& 1.43 Bbl H₂O.
Land plug @ 1500 psi
Float Held!

CHARGE TO: Clipper Energy
 STREET
 CITY STATE ZIP

To Allied Cementing Co., LLC.
 You are hereby requested to rent cementing equipment and furnish cementer and helper(s) to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read and understand the "GENERAL TERMS AND CONDITIONS" listed on the reverse side.

PRINTED NAME
 SIGNATURE Tom Bacon

OWNER
 CEMENT 215
 AMOUNT ORDERED 250 Com
 COMMON 215 @ 13.50 2902.50
 POZMIX @
 GEL @
 CHLORIDE @
 ASC @
WFR-2 500gal @ 1.10 550.00
 HANDLING 215 @ 2.25 483.75
 MILEAGE .104/sk/mile 1290.00
 TOTAL \$5226.25

SERVICE

DEPTH OF JOB 3748'
 PUMP TRUCK CHARGE 1957.00
 EXTRA FOOTAGE @
 MILEAGE 60 @ 7.00 420
 MANIFOLD @

RECEIVED
 KANSAS CORPORATION COMM.

5226.25
2377.00
6114.00 JAN 02 2009 TOTAL \$2377.00
 CONSERVATION DIVISION
 WICHITA, KS
 PLUG & FLOAT EQUIPMENT

Blue AFU Float Shoe @ 515.00 515.00
Weatherford Fix latch down @ 449.00 449.00
10 Weatherford Turbodrill @ 77.00 770.00
Weatherford DV Tool @ 4380.00 4380.00
 TOTAL \$6114.00

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

CONFIDENTIAL

DEC 8 1 2008

KOC

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.

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ALLIED CEMENTING CO., LLC.

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

SERVICE POINT: Massett

DATE <u>11/16/08</u>	SEC. <u>15</u>	TWP. <u>7</u>	RANGE <u>21</u>	CALLED OUT <u>8:30</u>	ON LOCATION <u>11:00</u>	JOB START <u>1:00</u>	JOB FINISH <u>1:00</u>
LEASE <u>Long</u>	WELL # <u>1</u>	LOCATION <u>Academy W. Rd 390</u>			COUNTY <u>Leavenworth</u>	STATE <u>KS</u>	
OLD OR NEW (Circle one)			<u>As per 11/16/08 State</u>				

CONTRACTOR Warren Drilling, LLC
 TYPE OF JOB Surface
 HOLE SIZE 12 1/4" T.D. 221
 CASING SIZE 8 5/8" DEPTH 221
 TUBING SIZE DEPTH
 DRILL PIPE DEPTH
 TOOL DEPTH
 PRES. MAX 200' MINIMUM
 MEAS. LINE SHOE JOINT 15'
 CEMENT LEFT IN CSG. 15'
 PERFS.
 DISPLACEMENT Fresh water

OWNER Cl. Power Energy, LLC

CEMENT
 AMOUNT ORDERED 1600 lbs cement
Shoe 21 5/8"

COMMON _____ @ _____
 POZMIX _____ @ _____
 GEL _____ @ _____
 CHLORIDE _____ @ _____
 ASC _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 HANDLING _____ @ _____
 MILEAGE _____ @ _____

EQUIPMENT

PUMP TRUCK CEMENTER Randy Perry
 # _____ HELPER Tyler W.
 BULK TRUCK
 # _____ DRIVER John G.
 BULK TRUCK
 # _____ DRIVER

REMARKS:

Log to bottom before cementing
placed 1600 lbs cement
in 221' depth
at 11:00 AM
Completed cementing

TOTAL _____

SERVICE

DEPTH OF JOB 221'
 PUMP TRUCK CHARGE _____
 EXTRA FOOTAGE _____ @ _____
 MILEAGE _____ @ _____
 MANIFOLD Shoe 21 5/8" @ _____
 _____ @ _____
 _____ @ _____

TOTAL _____

CHARGE TO: Cl. Power Energy, LLC

STREET _____

CITY _____ STATE _____ ZIP _____

PLUG & FLOAT EQUIPMENT

8 5/8" Wooded Plug
 RECEIVED _____ @ _____
 KANSAS CORPORATION COMMISSIONER _____ @ _____
 _____ @ _____
JAN 02 2009 _____ @ _____
 _____ @ _____
 CONSERVATION DIVISION _____ @ _____
 WICHITA, KS

TOTAL _____

SALES TAX (If Any) _____

TOTAL CHARGES _____

DISCOUNT _____ IF PAID IN 30 DAYS

PRINTED NAME Randy Perry

SIGNATURE Randy Perry

CONFIDENTIAL

DEC 31 2008

KCC

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—**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.