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ORIGINAL

Form ACO-1 June 2009

KCC WICHITA Form Must Be Typed
All blanks must be Filled

Kansas Corporation Commission Oil & Gas Conservation Division

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License #7030	API No. 15
Name: John Roy Evans Oil Company, LLC	Spot Description:
Address 1: P.O. Box 385	NW_SE_NW_NE_Sec. 2 Twp. 10 S. R. 15 East V West
Address 2:	1,750 Feet from 🗹 East / 🗌 West Line of Section
•	
Contact Person: Gary Kirmer	Footages Calculated from Nearest Outside Section Comer:
Phone: (620) 793-2026	V NE □NW □SE □SW
CONTRACTOR: License #_33905	County: Osborne Losse Name: Finnesy Woll #: 5
Name: Royal Drilling, Inc.	Lease Marie
Wellsite Geologist: Josh Austin	Field Name: Round Mound
Purchaser:	Producing Formation:
Designate Type of Completion:	Elevation: Ground: 1920 Kelly Bushing: 1927
✓ New Well Re-Entry ✓ Workover	Total Depth: 3580' Plug Back Total Depth:
Пoil Пwsw Пswd Пslow	Amount of Surface Pipe Set and Cemented at: 237 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, cernent circulated from:
Cathodic Other (Core, Expl., etc.):	feet depth to:w/sx cmt,
If Workover/Re-entry: Old Well Info as follows:	
Operator:	
Well Name:	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)
Original Comp. Date: Original Total Depth:	Chloride content: 49000 ppm Fluid volume: 1000 bbls
Deepening Re-perf. Conv. to ENHR Conv. to SWD	• •
Conv. to GSW	Dewatering method used: Hauled off clear liquids. Allow to dry & backfill.
Plug Back: Plug Back Total Depth	Location of fluid disposal if hauled offsite:
Commingled Permit #:	Operator Name:Jeff's Oitwell Supervision
Dual Completion Permit #:	Lease Name: Carmichal SWD License #: 32247
SWD	
☐ ENHR Permit #:	Quarter NW Sec. 15 Twp. 9 S. R. 17 East West
GSW Permit #:	County: Rooks Permit #: E-23724
7/14/2010 7/19/2010 7/20/2010	
Spud Date or Date Reached TD Completion Date or Recompletion Date	
Kansas 67202, within 120 days of the spud date, recompletion, workover or confisite two of this form will be held confidential for a period of 12 months if recompletions.	the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information quested in writing and submitted with the form (see rule 82-3-107 for confidenell report shall be attached with this form. ALL CEMENTING TICKETS MUST rm with all temporarily abandoned wells.
AFFIDAVIT	KCC Office Use ONLY
I am the affiant and I hereby certify that all requirements of the statutes, rules and	regu-
lations promulgated to regulate the oil and gas industry have been fully complied	p.s
and the statements herein are complete and correct to the best of my knowledge	ge. Confidential Release Date:
Hr II'	Wireline Log Received
Signature	Geologist Report Received
Title: Production Superintendent Date: 3/30/2011	UIC Distribution

Side Two

Operator Name: John	Roy Evans Oil	Compan	y, LLC	Lease	Name:	-innesy			Well #:5_			
Sec. 2 Twp. 10	s. r. <u>15</u>	East	✓ West	Count	y: Osbo	me						
INSTRUCTIONS: Show time tool open and closs recovery, and flow rates line Logs surveyed. Att	ed, flowing and shut if gas to surface te	-in pressu st, along w	res, whether si with final chart(s	hut-in pre:	ssure read	ched statio	c level, l	hydrostatic p	ressures, bottom t	nole tempe	erature, fluid	
Drill Stem Tests Taken		✓ Ye	es 🗍 No		Ø.	xg Fo	rmation	(Top), Dept	h and Datum	s	ample	
(Attach Additional Sheets) Samples Sent to Geological Survey Yes V No				Name Topeka				Тор 2836	_	Datum -909		
Cores Taken Yes No Electric Log Run Yes No				Heebner		3077	-1150 -1171					
				Toronto		3098						
Electric Log Submitted (If no, Submit Copy)	Electronically	Ye	s 🗸 No		1				3125		-1198	
(п по, завим сору)						Lansing Conglomerate			3489	-1562		
List All E. Logs Run: Dual Compensated Porc Dual Induction Log Microresistivity Log	osity Log				1	omerate	Sand		3515		588	
		Pana	CASING	RECORD		_		on ate				
Purpose of String	Size Hole Drilled	Siz	e Casing (In O.D.)	We	eight ./Ft.	Setti Dep	ng	Type of Cement		Type and Percent Additives		
Surface			20		237	237 common		150	0 3% cc, 2% gel			
			ADDITIONAL	CEMENT	ING / SQL	JEEZE RE	CORD		<u> </u>	<u> </u>		
Purpose: Depth Top Bottom Protect Casing		Type of Cement # Sacks			(s Used	Type and Percent Additives						
Plug Back TD Plug Off Zone							-					
Shots Per Foot	Shots Per Foot PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated					Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)				Depth		
							-					
							·					
								<u> </u>				
TUBING RECORD:	Size:	Set At:		Packer	At:	Liner Ru	_	Yes [] No	'		
Date of First, Resumed Production, SWD or ENHR. Producing Method: Flowing					ing [Gas Lift	□ 0	ther (Explain)				
Estimated Production Per 24 Hours	Oil	Bbls.	Gas	Mcf	Wat	er	Bt	ols.	Gas-Oil Ratio		Gravity	
DISPOSITIO	_		-	_		ETION;		arainete d	PRODUCT	ION INTER	VAL:	
					(Submit			nmingled mit ACO-4)		RE(CEIVED	

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

John Roy Evans Oil Company, LLC Finnesy #5

DST #1 3078'-3200'

30-30-30
Blow Weak
Recovered 20' mud with a few oil specks.
ISIP-397 psi
FSIP- 163 psi
IFP- 87-91 psi
FFP- 92-94 psi
HSH- 1595-1561 psi

DST #2 3262'-3340

30-30-30-30 Blow Weak Recovered 5' mud ISIP- 664 psi FSIP- 638 psi IFP- 65-72 psi FFP- 68-143 psi HSH- 1673-1625 psi

DST #3 3200'-3340'

30-30-30-30 Blow Weak Recovered 15' mud ISIP-743 psi FSIP- 673 psi IFP- 97-102 psi FFP-102-104 psi HSH- 1688-1633 psi

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APR 0 4 2^
KCC WICHITA





QUALITY OILWELL CEMENTING, INC.

740 West Wichita Ave, Russell KS 67665 Phone:785-324-1041 fax:785-483-1087 Email: cementing@ruraltel.net Pratt Location 620-388-5422

Invoice

Date: 7/20/2010 Invoice # 4092

P.Q.#:

Due Date: 8/19/2010

Division:

Contact: JOHN ROY EVANS Address/Job Location: JOHN ROY EVANS P.O. BOX 385

CLAFLIN KS 67525

Reference: **FINNESY 5**

Description of Work: PLUG JOB

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Services / Items Included:

Quantity

Price

Item

Quantity

Price

⊩from Job'location to Nearest Bulk Plant : Truck Material-Material Service Charge

30 207 \$161.68 \$382.06

Invoice Terms:

Labor: \$868.54

Quoted by: Dave Funk

SubTotal: \$

4,021.05

Net 30

Discount Available ONLY if Invoice is Paid &

(603.16)

Received within listed terms of invoice:

Total: \$ 3,417.89

Tax: \$ 290.31 3,708.20

Applied Payments:

Balance Due: \$

3,708.20

Thank You For Your Business!

Past Due Invoices are subject to a service charge (annual rate of 24%) This does not include any applicable taxes unless it is listed. ©2008-2013 Straker Investments, LLC. All rights reserved.

QUALITY OILWELL CEMENTING, INC.

Home Office P.O. Box 32 Russell, KS 67665

Phone 765-483-2025

No. 4092

Cen 785-324-1041											
Date 7-20-2010 Sec.	Twp.	Range	1 .	County	State	On Location	5:00 AV				
	10	15	1	DOUNE	1 1/2	E to C.R.					
	Well No. ♯	-	Locati			Eto C.R.	657,1N				
	ling #	<u>a</u>		Owner 23	レビ Dilwell Cementing,	Inc					
Type Job Plucy		You are here	eby requested to r	ent cementing equipmen	nt and furnish						
Hole Size 7" 4" T.D. 3542"					d helper to assist	owner or contractor to c	o work as listed.				
Csg.	Depth				Charge John Roy Evans						
TDg: Size リゼッ Depth 1160'			Street								
Tool	Depth			City State							
Cement Left in Csg.	Shoe Join			The above was done to satisfaction and supervision of owner agent or contractor.							
Meas Line	Displace ·	1120		Cement Amo	ount Ordered \mathcal{U}	20 sx 60140 496	4 # F.S.				
EQUIP	MENT	,									
119,50	eale 4			Common /	20						
Bulktrk No. Driver COC	K-1 4	·		Poz. Mix &	0						
Bulktrko de up No. Driver	- 4	/		Gel.		RECEIVE	<u>.</u>				
JOB SERVICES	& REMARK	(S		Calcium		NL-	7011				
Remarks:				Hulis		APR 0 4					
Rat Hole				Salt		APR 04 KCC WIC	ATIH				
Mouse Hole			·	Flowseal 5	OF	KCC +					
Centralizers				Kol-Seal							
Baskets				Mud CLR 48	3						
D/V or Port Collar				CFL-117 or (CD110 CAF 38						
	we want			Sand							
11(0) - 92 2X				Handling 2	07 / 2						
670 = 80 SX	, , , , , , , , , , , , , , , , , , ,			Mileage		A CONTRACTOR OF THE PROPERTY O					
2901 = 40 SX		7)			FLOAT EQUI	PMENT	2.				
40'- 10 SX	, , , , , , , , , , , , , , , , , , , ,	The same of the sa	ł.	Guide Shoe		The same					
Rathole- 30 5X				Centralizer							
Pousehole - 15 3x			,	Baskets							
		ويسأ أبي أسر		AFU Inserts		0.000					
200 SX 6040 496	Gel 4	HES.		Float Shoe							
- And	. التعمرية			Latch Down	,						
Cement did-	Dieculo	te.			,						
<u> </u>			1 77		4. 1	177					
	7 (5)			Pumptrk Cha	arge plus						
				Mileage 36		Charles and the second					
						Tax					
						Discount					
Signature Port 2	tamer					Total Charge	\				
						·	\				

DEFINITIONS: In these terms and conditions, "Quality" shall mean Quality Oilwell Cementing, 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 "QUALITY" 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 eyent 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 "QUALITY," refunded directly to "CUSTOMER." For purposes of this paragraph, QUALITY 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 term of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limit to, a reasonable sum as and attorney's fees.
- PRICES AND TAXES: All merchandise listed in "QUALITY'S" current price shall schedule are F.O.B. QUALITY'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 QUALITY shall be added to the quoted prices charged to CUS-
- --TOWING CHARGES: QUALITY will make a reasonable attempt to get to and from each job site using its own equipment. Should QUALITY 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 QUAL-ITY, 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 QUALITY for the expenses incurred by QUALITY as a result of the cancellation.
- DEADHAUL, CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charges as set forth in QUALITY'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. QUALITY carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond QUALITY'S control, QUALITY 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 QUALITY, its officers, agents and employees, from and against any and all claims or suits for:
- That DEFEND IN THEKAP A 400 FURNISHED TO IN ME (A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well fowner; and the last to the control of the 19 30 10 33 • . . .

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- (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 QUALITY'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 QUALITY or its employees.
- 2. With respect to any of QUALITY'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 CUS-TOMER and before return to QUALITY at the landing, CUSTOMER shall either recover the lost item without cost to QUALITY or reimburse QUALITY the current replacement cost of the item unless the loss or damage results from the sole negligence of QUALITY or its employees.
- 3. QUALITY 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. QUALITY 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. QUALITY'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 QUALITY to be defective. THIS IS THE SOLE WARRANTY OF QUALITY 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 QUALITY 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 constructed as a warranty by QUALITY 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 QUALITY or any interpretation of test, meter readings, chart information, analysis or research, or recommendations made by QUALI-TY, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of QUALITY or its employees in the preparation or furnishing of such facts, information or data. (C) Work done by QUALITY shall be under the direct supervision and control of the CUSTOMER or his agent and QUALITY will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.





QUALITY OILWELL CEMENTING, INC.

740 West Wichita Ave, Russell KS 67665 Phone:785-324-1041 fax:785-483-1087

.Email: cementing@ruraitel.net

Pratt Location 620-388-5422

Contact:

JOHN ROY EVANS Address/Job Location: JOHN ROY EVANS P.O. BOX 385 **CLAFLIN KS 67525**

Reference: FINNESY 5

Description of Work:

RECEIVED APR 0 4 2011

KCC WICHITA

Services / Items Included:

Quantity

Price

Item

Quantity

Price

Invoice Terms:

Net 30

Labor: \$844.41

Quoted by: Dave Funk

SubTotal: \$ 3,962.32

Date: 7 · 20 · 10 Invoice # 4120

Due Date: 8 - 20 - 10

P.O.#:

Division:

Discount Available ONLY if Invoice is Paid &

Received within listed terms of invoice:

(594.35)

Total: \$

3,367.98

286.22

Tax: \$

3,654.19

Applied Payments:

Balance Due: \$

3,654.19

Thank You For Your Business!

Past Due Invoices are subject to a service charge (annual rate of 24%) This does not include any applicable taxes unless it is listed. ©2008-2013 Straker Investments, LLC. All rights reserved.

Phone 785-483-2025 Cell 785-324-1041				ssell, KS 6766	No.			
Sec.	Twp. Range		County	State	On Location	Finish		
Date 7-14-10 2	10 15	05	DECAGE	Ransas		10:30pm		
Lease Figures	Well No.	Location	on Natos	10 W	SFTW			
Contractor Royal Dillia	Ro >	u , , , , , , , , , , , , , , , , ,	Owner					
Type Job Surface	To Quality O	ilwell Cementing,	Inc.	nt and furnish				
Hole Size /24 T.D. 237			You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as listed.					
Csg. 8\\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Depth 237		Charge To	When Par	Finns	*************************************		
Tbg. Size	Depth		Street	7				
Tool	Depth		City		State			
Cement Left in Csg. // -/51	Shoe Joint		The above was done to satisfaction and supervision of owner agent or contractor					
Meas Line	Displace 145 R	<u></u>		ount Ordered	50 Com 76/1	26/ml		
EQUIP	MENT			7		1		
Pumptrk 5 No. Cementer Helper	Temp 3		Common /	50				
Bulktrk & No. Driver Driver	audin 3		Poz. Mix					
Bulktrk No. Driver Driver	Gel. 3							
JOB SERVICES	Calcium S RECEIVED							
Remarks:	Hulls APR 0 4 2011							
Rat Hole			Salt		• •			
Mouse Hole	Flowseal KCC WICHITA							
Centralizers	Kol-Seal							
						+		

Baskets Mud CLR 48 D/V or Port Collar CFL-117 or CD110 CAF 38 Sand Handling/ FLOAT EQUIPMENT Guide Shoe Centralizer Baskets AFU Inserts Float Shoe Latch Down Pumptrk Charge Mileage 3 Tax Discount X Signature **Total Charge** DEFINITIONS: In these terms and conditions, "Quality" shall mean Quality Oilwell Cementing, 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.

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"-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 term of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limit to, a

reasonable sum as and attorney's fees.

- PRICES AND TAXES: All merchandise listed in "QUALITY'S" current price shall schedule are F.O.B. QUALITY'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 QUALITY shall be added to the quoted prices charged to CUSTOMER.

- TOWING CHARGES: QUALITY will make a reasonable attempt to get to and from each job site using its own equipment. Should QUALITY 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 fumished by QUALITY, 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 QUALITY for the expenses incurred by QUALITY as a result of the cancellation.

DEADHAUL, CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul-charges as set forth in QUALITY'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. QUALITY carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond QUALITY'S control, QUALITY 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 QUALITY, 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 QUALITY'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 QUALITY or its employees.

2. With respect to any of QUALITY'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 QUALITY at the landing, CUSTOMER shall either recover the lost item without cost to QUALITY or reimburse QUALITY the current replacement cost of the item unless the loss or damage results from the sole negligence of QUALITY or its employees.

3. QUALITY 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. QUALITY warrants all merchandise manufactured or furnished by it to be free from defects in material and workman-ship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. QUALITY'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 QUALITY to be defective. THIS IS THE SOLE WARRANTY OF QUALITY 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 QUALITY 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 constructed as a warranty by QUALITY 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 QUALITY or any interpretation of test, meter readings, chart information, analysis or research, or recommendations made by QUALITY, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of QUALITY or its employees in the preparation or furnishing of such facts, information or data. (C) Work done by QUALITY shall be under the direct supervision and control of the CUSTOMER or his agent and QUALITY will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.