

CONFIDENTIAL

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

ORIGINAL Form ACO-1  
October 2008  
Form Must Be Typed

WELL COMPLETION FORM  
WELL HISTORY - DESCRIPTION OF WELL & LEASE

12/08/09

OPERATOR: License # 34225

Name: Buffalo Resources, LLC

Address 1: 301 Commerce Street Suite 1380

Address 2: \_\_\_\_\_

City: Fort Worth State: TX Zip: 76102

Contact Person: Matthew Flanery

Phone: ( 817 ) 870-2707

CONTRACTOR: License # 5929

Name: Duke Drilling Company, Inc

Wellsite Geologist: Curtis Covey

Purchaser: NCRA

Designate Type of Completion:

- New Well  Re-Entry  Workover
- Oil  SWD  SIOW
- Gas  ENHR  SIGW
- CM (Coal Bed Methane)  Temp. Abd.
- Dry  Other \_\_\_\_\_

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.: \_\_\_\_\_

9/15/09 9/21/09 10/8/09

Spud Date or  Recompletion Date  Date Reached TD  Completion Date or  Recompletion Date

API No. 15 - 15-167-23596-00-00

Spot Description: \_\_\_\_\_

NW SW NE SE Sec. 23 Twp. 12 S. R. 15  East  West

1,660 Feet from  North /  South Line of Section

1,210 Feet from  East /  West Line of Section

Footages Calculated from Nearest Outside Section Corner:

NE  NW  SE  SW

County: Russell

Lease Name: Ney Well #: 1-23

Field Name: Elsasser

Producing Formation: Arbuckle

Elevation: Ground: 1,781' Kelly Bushing: 1,789'

Total Depth: 3,285' Plug Back Total Depth: 3,251'

Amount of Surface Pipe Set and Cemented at: 440 Feet

Multiple Stage Cementing Collar Used?  Yes  No

If yes, show depth set: 874' Feet

If Alternate II completion, cement circulated from: 874

feet depth to: surface w/ 80 sx cmt.

Drilling Fluid Management Plan At US 12 2809  
(Data must be collected from the Reserve Pit)

Chloride content: 47,000 ppm Fluid volume: 1000 bbls

Dewatering method used: Evaporation

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: Daron Patterson

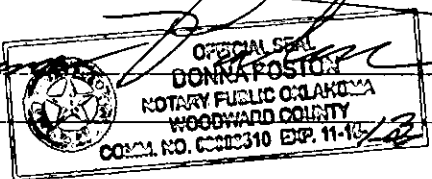
Title: Production Foreman Date: 12/8/2009

Subscribed and sworn to before me this 9<sup>th</sup> day of Dec

2009

Notary Public: [Signature]

Date Commission Expires: \_\_\_\_\_



**KCC Office Use ONLY**

Letter of Confidentiality Received

If Denied, Yes  Date: \_\_\_\_\_

Wireline Log Received

Geologist Report Received

UIC Distribution

Operator Name: Buffalo Resources, LLC Lease Name: Ney Well #: 1-23  
 Sec. 23 Twp. 12 S. R. 15  East  West County: Russell

**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 checked="" type="checkbox"/> Yes <input 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: <b>Compensated Density Neutron, Dual Induction,                  Micro, Sonic, Cement Bond</b>	<input type="checkbox"/> Log Formation (Top), Depth and Datum <input checked="" 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>Topeka</td> <td>2,679'</td> <td>-890'</td> </tr> <tr> <td>Heebner</td> <td>2,901'</td> <td>-1,112'</td> </tr> <tr> <td>Toronto</td> <td>2,919'</td> <td>-1,130'</td> </tr> <tr> <td>Lansing</td> <td>2,952'</td> <td>-1,163'</td> </tr> <tr> <td>BKC</td> <td>3,203'</td> <td>-1,414'</td> </tr> <tr> <td>Arbuckle</td> <td>3,225'</td> <td>-1,436'</td> </tr> </table>	Name	Top	Datum	Topeka	2,679'	-890'	Heebner	2,901'	-1,112'	Toronto	2,919'	-1,130'	Lansing	2,952'	-1,163'	BKC	3,203'	-1,414'	Arbuckle	3,225'	-1,436'
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Arbuckle	3,225'	-1,436'																				

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"	24	440'	Common	210	3%CC, 2% gel
Production	7 7/8"	5 1/2"	17#	3,284'	EA-2	170	

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 (Amount and Kind of Material Used)	Depth
4spf	3,234'-3,246' 3,254'-3,258'	400 gallons 15% HCL	
	CIBP @ 3251'	RECEIVED KANSAS CORPORATION COMMISSION	3,251'
		DEC 11 2009	
		CONSERVATION DIVISION WICHITA, KS	

TUBING RECORD: Size: <u>2 3/8"</u> Set At: <u>3,249'</u> Packer At: <u>None</u>		Liner Run: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Date of First, Resumed Production, SWD or Enhr. <u>11/10/2009</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>50</u>	Gas Mcf <u>None</u>	Water Bbls. <u>None</u> Gas-Oil Ratio <u>23</u>

DISPOSITION OF GAS: <input 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) _____	PRODUCTION INTERVAL: <u>3,234' - 3,246'</u>
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JOB LOG

SWIFT Services, Inc.

DATE 10-5-09 PAGE NO. 1

CUSTOMER Buffalo Resources WELL NO. #1-23 LEASE Ney JOB TYPE Part Celler TICKET NO. 16167

CHART NO.	TIME	RATE (BPM)	VOLUME (BBL) (GAL)	PUMPS		PRESSURE (PSI)		DESCRIPTION OF OPERATION AND MATERIALS
				T	C	TUBING	CASING	
	0810							catalog tool
								5 1/2" x 2 3/4" P.C. @ 826'
	1045							Run by Locate P.C. @
	1130					700		Test Csg.
								Open PC
	1135	2	3			50		Taking notes & check flow
	1138	4	0			200		Start Cement
		4	35			200		circ cement / raise weight
		4	41/0			200		End cement / Start Displacement
	1150							Cement Displaced
								CONFIDENTIAL DEC 08 2009 KCC
						700		Close PC Test Csg
								Run syts
	1200	3	0			100		Reverse out
	1205		12					Hole Clean wash up Trk
								80 sks cement SMD circ 15 sks topit
								Thank you N. R. Josh F. Susan F

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CHARGE TO: Bullhok Resources  
 ADDRESS:  
 CITY, STATE, ZIP CODE:

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 WICHITA, KS

TICKET  
 No 16167

PAGE 1 OF 1

SERVICE LOCATIONS 1. <u>Huss, KS</u>	WELL/PROJECT NO. <u>#1-23</u>	LEASE <u>Nov</u>	COUNTY/PARISH <u>Russell</u>	STATE <u>KS</u>	CITY	DATE <u>10-4-09</u>	OWNER <u>Sime</u>
2. <u>Ness City, KS</u>	TICKET TYPE <input checked="" type="checkbox"/> SERVICE <input type="checkbox"/> SALES	CONTRACTOR <u>Acc Well Service</u>	RIG NAME/NO.	SHIPPED VIA <u>CT</u>	DELIVERED TO <u>Location</u>	ORDER NO.	
3.	WELL TYPE <u>oil</u>	WELL CATEGORY <u>Development</u>	JOB PURPOSE <u>Part Cellar</u>	WELL PERMIT NO.	WELL LOCATION		
4. REFERRAL LOCATION	INVOICE INSTRUCTIONS						

PRICE REFERENCE	SECONDARY REFERENCE/ PART NUMBER	ACCOUNTING			DESCRIPTION	QTY.		QTY.		UNIT PRICE	AMOUNT
		LOC	ACCT	DF		UM	UM				
575		1			MILEAGE #110	46	mi			5.00	200.00
576D		1			Pump Charge (Part Cellar)	1		840		1100.00	1100.00
290		1			D-Air	1	100'			35.00	35.00
100		1			Mileage Tool man	40	mi			2.00	80.00
105		1			Part Cellar Tool Rental	1	ea	5.00		300.00	300.00
330		2			SMD Cement	80	cks			14.00	1120.00
276		2			Fluents	25	#			1.50	37.50
581		2			Cement Service Charge	125	cks			1.50	187.50
582		2			Drilling minimum	1	ea			250.00	250.00

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**LEGAL TERMS:** Customer hereby acknowledges and agrees to the terms and conditions on the reverse side hereof which include, but are not limited to, **PAYMENT, RELEASE, INDEMNITY, and LIMITED WARRANTY** provisions.

MUST BE SIGNED BY CUSTOMER OR CUSTOMER'S AGENT PRIOR TO START OF WORK OR DELIVERY OF GOODS

x Dan Patterson

DATE SIGNED: 10-5-09 TIME SIGNED: 1215  A.M.  P.M.

**REMIT PAYMENT TO:**

**SWIFT SERVICES, INC.**  
 P.O. BOX 466  
 NESS CITY, KS 67560  
 785-798-2300

SURVEY	AGREE	UN-DECIDED	DIS-AGREE	PAGE TOTAL	<u>3710.00</u>
OUR EQUIPMENT PERFORMED WITHOUT BREAKDOWN?				TAX	
WE UNDERSTOOD AND MET YOUR NEEDS?					
OUR SERVICE WAS PERFORMED WITHOUT DELAY?				TOTAL	
WE OPERATED THE EQUIPMENT AND PERFORMED JOB CALCULATIONS SATISFACTORILY?					
ARE YOU SATISFIED WITH OUR SERVICE?	<input type="checkbox"/> YES <input type="checkbox"/> NO				
<input type="checkbox"/> CUSTOMER DID NOT WISH TO RESPOND					

**CUSTOMER ACCEPTANCE OF MATERIALS AND SERVICES** The customer hereby acknowledges receipt of the materials and services listed on this ticket

SWIFT OPERATOR: Mark K. He APPROVAL:

Thank You!

JOB LOG

SWIFT Services, Inc.

DATE 9-21-09 PAGE NO. 1

CUSTOMER *B. Kato Res.* WELL NO. *1-23* LEASE *Ney* JOB TYPE *Long String* TICKET NO. *16175*

CHART NO.	TIME	RATE (BPM)	VOLUME (BBL) (GAL)	PUMPS		PRESSURE (PSI)		DESCRIPTION OF OPERATION AND MATERIALS
				T	C	TUBING	CASING	
	11:00							on loc Rg Tally Csg.
								5 1/2 17" csg.
								Instrt Floor + shoe
								Latch down Baffle
								Cent. "1" "2" "3" "4" "7" "8" "9" "64"
								Rc. PB "65"
								Port Collar "65" 874'
	11:35							Start in work csg.
	1300							Tag Return Down Ball
	1320							Calculate Rg pump
	1405							Plug Run hole 255R
			12					Pump 500 gal Mud Fluid Rehydrate Csg.
			30					30' Kcc Fluid
	1415	6						Mix 175 gal EA-2 Cent.
			42					Finish Mixing
								work out pump + loc
	1430	6.7						Dig. Latch down Plug
	1440		76				1600	Plug Down 1600' 11.18' Rg
								Return pump D. L. S.
								work and rack up 1600'
	1445							Job Complete

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WICHITA, KS

*Rg volume R. H. Jones*





PO Box 466  
Ness City, KS 67560  
Off: 785-798-2300

# TICKET CONTINUATION

TICKET No. 16175

CUSTOMER *Bullfinch Resources* WELL *Ney #173* DATE *9-21-09* PAGE *2* OF *3*

PRICE REFERENCE	SECONDARY REFERENCE / PART NUMBER	ACCOUNTING			TIME	DESCRIPTION	QTY		UNIT PRICE		AMOUNT	
		OC	ACC	DP			QTY	UM	QTY	UM	QTY	UM
325		1				Standard Cement	700	SP	11	18	2200	18
274		1				Calseal	1000	B	10	30	300	18
253		1				Salt	1000	F		15	150	18
285		1				CER-1	94	F	4	18	376	18
276		1				Flouke	50	"	1	18	75	18
290		1				D Air	7	9.1	35	18	70	18
						RECEIVED KANSAS CORPORATION COMMISSION DEC 1 2009 CONSERVATION DIVISION WICHITA, KS						
						CONFIDENTIAL DEC 08 2 109 KSCC						
5.1						SERVICE CHARGE	CUBIC FEET					
5.7						MESSAGE CHARGE	TOTAL WEIGHT	LOADED MILES	TON MILES			
							20584	40	419.62			

CONTINUATION TOTAL 3890.12

# QUALITY OILWELL CEMENTING, INC.

Phone 785-483-2025  
Cell 785-324-1041

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

No. 5763

Date	10-15-09	Sec.		Twp.		Range		County		State		On Location		Finish	10:50 AM
Lease	Ney	Well No.	1-23			Location	Russell W to Canyon Rd 8 1/2 N								
Contractor	J. Duke Drilg Rig 88					Owner	1211								
Type Job	Surface					To Quality Oilwell Cementing, Inc. You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as listed.									
Hole Size	12 1/4		T.D.	452		Charge To	Buffalo Resources								
Csg.	8 5/8		Depth	440		Street									
Tbg. Size			Depth			City	State								
Tool			Depth			The above was done to satisfaction and supervision of owner agent or contractor.									
Cement Left in Csg.	10 40'		Shoe Joint			CEMENT									
Meas Line			Displace	25 1/2 ABL		Amount Ordered 210 com 3% cc 2% g e									
EQUIPMENT						Common									
Pumptrk	1	No.	Cementer	Blake		Poz. Mix									
			Helper			Gel.									
Bulktrk	4	No.	Driver	Rocky		Calcium									
			Driver			Hulls									
Bulktrk	pu	No.	Driver	Dane		Salt									
			Driver			Flowseal									
JOB SERVICES & REMARKS						Handling									
Remarks:						Mileage									
Ran AFW Insert						FLOAT EQUIPMENT									
1st collar						Guide Shoe									
Cents on 1.3.5						Centralizer 3 8 1/8									
Cement Cir						Baskets									
Thanks						AFU Inserts 1 8 1/8									
						1 wooden plug									
						Pumptrk Charge									
						Mileage									
						Tax									
						Discount									
X Signature <i>Dave Pate</i>						Total Charge									

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## GENERAL TERMS AND CONDITIONS

**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 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 "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 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 furnished 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 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 construed 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.