

STATE CORPORATION COMMISSION OF KANSAS  
OIL & GAS CONSERVATION DIVISION  
WELL COMPLETION FORM  
ACO-1 WELL HISTORY  
DESCRIPTION OF WELL AND LEASE

API NO. 15-171-20,437-00-00 ORIGINAL

Operator: License # 6111

Name: N-B Company, Inc.

Address P. O. Box 506

City/State/Zip Russell, KS 67665-0506

Purchaser: \_\_\_\_\_

Operator Contact Person: Cliff Ottaway

Phone ( 913 ) -628-6900

Contractor: Name: Emphasis Oil Operations

License: 8241

Wellsite Geologist: Cliff Ottaway

Designate Type of Completion

New Well  Re-Entry  Workover

Oil  SWD  SLOW  Temp. Abd.  
 Gas  ENHR  SIGW  
 Dry  Other (Core, WSU, Expl., Cathodic, etc)

If Workover/Re-Entry: old well info as follows:

Operator: \_\_\_\_\_

Well Name: \_\_\_\_\_

Comp. Date \_\_\_\_\_ Old Total Depth \_\_\_\_\_

Deepening  Re-perf.  Conv. to Inj/SWD  
 Plug Back  PBTB  
 Commingled  Docket No. \_\_\_\_\_  
 Dual Completion  Docket No. \_\_\_\_\_  
 Other (SWD or Inj?)  Docket No. \_\_\_\_\_

9/11/91 9/22/91  
Spud Date Date Reached TD Completion Date

County Scott

NE -NE - SW - Sec. 22 Twp. 19S Rge. 34  W  E

2310 Feet from (S)N (circle one) Line of Section

2970 Feet from (E)W (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:  
NE, (SE) NW or SW (circle one)

Lease Name Christy Well # 1

Field Name \_\_\_\_\_

Producing Formation \_\_\_\_\_

Elevation: Ground 3082' KB 3090'

Total Depth 5000' PBTB \_\_\_\_\_

Amount of Surface Pipe Set and Cemented at 246 Feet

Multiple Stage Cementing Collar Used?  Yes  No

If yes, show depth set \_\_\_\_\_ Feet

If Alternate II completion, cement circulated from \_\_\_\_\_

feet depth to \_\_\_\_\_ w/ \_\_\_\_\_ sx cmt.

Drilling Fluid Management Plan A/T/D D&R  
(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 Rng. \_\_\_\_\_ E/W

County \_\_\_\_\_ Docket No. \_\_\_\_\_

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 200 Colorado Derby Building, 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 on 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: [Signature]  
Title: P.O.A. Christy Joint Venture Date: 10-1-91

Subscribed and sworn to before me this 1st day of October 1991

Notary Public: [Signature]

Date Commission Expires: 11-9-92

K.C.C. OFFICE USE ONLY  
F  Letter of Confidentiality Attached  
C  Wireline Log Received  
G  Geologist Report Received  
Distribution  
SWD/Rep \_\_\_\_\_ NGPA \_\_\_\_\_  
KGS \_\_\_\_\_ Plug \_\_\_\_\_ Other \_\_\_\_\_ (Specify)  
RECEIVED  
STATE CORPORATION COMMISSION  
OCT 02 1991 10-03-91

Operator Name N-B Company, Inc.

Lease Name Christy

Well # 1

East

County Scott

Sec. 22 Twp. 19S Rge. 34

West

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all drill stem 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 during test. Attach extra sheet if more space is needed. Attach copy of log.

Drill Stem Tests Taken  Yes  No  
(Attach Additional Sheets.)

Samples Sent to Geological Survey  Yes  No

Cores Taken  Yes  No

Electric Log Run  Yes  No  
(Submit Copy.)

Log Formation (Top), Depth and Datums  Sample

Name Top Datum

*SEE ATTACHED*

List All E.Logs Run:

*SEE ATTACHED*

CASING RECORD

New  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	20#	250	60/40	170	2% gal / 3% cc

ADDITIONAL CEMENTING/SQUEEZE RECORD

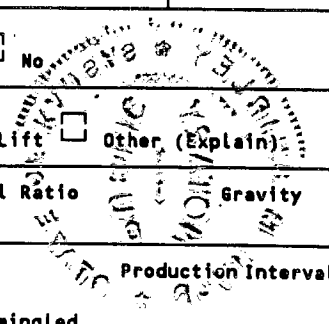
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate				
<input type="checkbox"/> Protect Casing				
<input type="checkbox"/> Plug Back TD				
<input type="checkbox"/> Plug Off Zone				

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type	Acid, Fracture, Shot, Cement Squeeze Record	
	Specify Footage of Each Interval Perforated	(Amount and Kind of Material Used)	Depth

TUBING RECORD	Size	Set At	Packer At	Liner Run	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date of First, Resumed Production, SWD or Inj.					
Producing Method	<input type="checkbox"/> Flowing	<input type="checkbox"/> Pumping	<input type="checkbox"/> Gas Lift	<input type="checkbox"/> Other (Explain)	
Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity

Disposition of Gas:  
 Vented  Sold  Used on Lease  
 (If vented, submit ACO-18.)

METHOD OF COMPLETION:  
 Open Hole  Perf.  Dually Comp.  Commingled  
 Other (Specify) \_\_\_\_\_



**CLIFTON K. OTTAWAY**  
**CONSULTING PETROLEUM GEOLOGIST**

**ORIGINAL**

P.O. BOX 494

(913) 628-6900

HAYS, KANSAS 67601  
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CORPORATION COMMISSION

GEOLOGIC REPORT

OCT 03 1991

CONSERVATION L  
Wichita, Kansas

Christy Joint Venture Christy No. 1  
NE NE SW Sec. 22-19-34  
Scott County, Kansas  
Commenced: 9-11-91  
Completed: 9-21-91

Pipe Record  
8 5/8" @ 250' w/170 sk  
D. & A. 5000' Miss.  
Anhydrite: 2308-2324  
Drilled by: Emphases  
Drlg Rig No. 10

ELEVATION 3090 K.B.  
3082 G.L. 3088 D.F.

FORMATION DATA  
Corrected to Log

FORMATION	MINUS DATA	DEPTH
HEEBNER .....	-870 .....	3960
LANSING-KANSAS CITY .....	-914 .....	4004
BASE KANSAS CITY .....	-1351 .....	4441
MARMATON .....	-1403 .....	4493
FORT SCOTT .....	-1460 .....	4550
CHEROKEE SHALE .....	-1506 .....	4596
MARROW SHALE .....	-1685 .....	4775
MARROW SAND .....	-1732 .....	4822
MISSISSIPPI .....	-1760 .....	4850
RTD .....	-1910 .....	5000
LTD .....	-1909 .....	4999

CORES: None

DRILL STEM TESTS: Three see below

ELECTRIC LOGS: MERCURY R.A. GUARD, DAUL INDUCTION, DENSITY

FORMATION DESCRIPTIONS

LANSING-KANSAS CITY: 4004-4441

This section consisted of barren limestones and shale stringers. There were a couple zones that had some good porosity but there was no show of oil.

MARMATON: 4493-4545

There was a trace of free oil, staining and a faint odor in a white to offwhite, fine to medium crystalline, fossiliferous limestone with fair intercrystalline porosity.

ORIGINAL

DRILL STEM TEST NO. 1: 4471-4525

RECOVERY: 330' SALT WATER  
TIMES: 45-45-45-45  
IF: 55-141  
FF: 87-194  
ISIP: 1070  
FSIP: 1012

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OCT 03 1991

EXPLORATION DIVISION  
Wichita, Kansas

FORT SCOTT: 4550-4595

Scattered free oil, staining, gas and faint odor in a white to tan, fine crystalline, fossiliferous limestone with fair vugy porosity. This was included in DST No. 2.

DRILL STEM TEST NO. 2: 4548-4591

RECOVERY: 60' GASY OIL CUT MUD (3% G, 8% O, 1% W, 88% M)  
590' GASY OIL CUT WATER (3% G, 2% O, 70% W  
25% M); 510' GASY OIL CUT WATER (3% G 1% O,  
96% W)  
TIMES: 15-45-15-45  
IF: 157-300  
FF: 371-501  
ISIP: 1111  
FSIP: 1099

MARROW SAND: 4822-4836

A trace of dark staining, asphaltic, tarry residue in a white to clear, well rounded, sorted sandstone. There were a few clusters of sand but mostly individual graians. This was included in DST No. 3.

DRILL STEM TEST NO. 3 4820-4840

RECOVERY: 32' MUDDY WATER; 248' MUDDY SALT WATER  
TIMES: 45-45-60-45  
IF: 22-87  
FF: 98-162  
ISIP: 1118  
FSIP: 1089

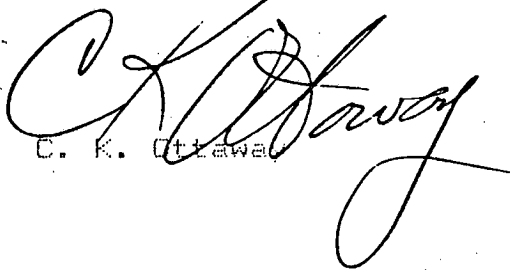
MISSISSIPPI: 4850-TD.

There were no oil shows in this section of white to tan, sandy, chalky dolomitic limestone.

Recommendations:

Based on the lack of shows in the samples, the negative drill stem test results and the log calculations it was recommended and confirmed by all to plug and abandon this test hole.

Respectfully submitted

  
C. K. Ottawa

ORIGINAL

RECEIVED  
STATE CORPORATION COMMISSION

OCT 03 1991

CONSERVATION DIVISION  
Wichita, Kansas

EMPHASIS OIL OPERATIONS  
P. O. BOX 506  
RUSSELL, KS 67665

DRILLERS LOG

OPERATOR: N-B Company, Inc.  
P. O. Box 506  
Russell, Kansas 67665-0506

CONTRACTOR: Emphasis Oil Operations  
Box 506  
Russell, KS 67665

LEASE: Christy WELL #1

LOCATION: NE NE SW  
Section 22-19S-34W  
Scott County, Kansas

LOGGERS TOTAL DEPTH: 4999'

ROTARY TOTAL DEPTH: 5000'

COMMENCED: 9/11/91

CASING: 8-5/8" @ 246' w/170 sks cement

ELEVATION: 3090' K.B.

COMPLETED: 9/22/91 STATE

STATUS: Dry Hole

OCT 03 1991

JN

Notary Public, Kansas

DEPTHS & FORMATIONS

(All measurements from K.B.)

Sand & Shale	252'	Lansing-Kansas City	4004'
Anhydrite	2308'	Base Kansas City	4426'
Shale	2322'	Marmaton	4466'
Heebner	3960'	Mississippi	4850'
Toronto	3971'	R.T.D.	5000'

STATE OF KANSAS )  
                          ) ss  
COUNTY OF RUSSELL)

Kyle B. Branum, of Emphasis Oil Operations, states that the above and foregoing is a true and correct log of the above captioned well, to the best of his knowledge.

*Kyle B. Branum*  
Kyle B. Branum

Subscribed and sworn to before me on September 24, 1991.

My commission expires: February 6, 1992.

GLEND A. TIFFIN  
NOTARY PUBLIC  
STATE OF KANSAS  
MY APPT. EXPIRES 2-6-92

*Glenda R. Tiffin*  
Glenda R. Tiffin, Notary Public

Phone 913-483-2627, Russell, Kansas

Phone Plainville 913-434-2812

Phone 316-793-5861, Great Bend, Kansas

Phone Ness City 913-798-3843

# ALLIED CEMENTING CO., INC.

No 1404

Home Office P. O. Box 31

Russell, Kansas 67665

Date	9-11-91	Sec.	22	Twp.	19	Range	34	Called Out	5:30 Pm	On Location	7:30 Pm	Job Start	11:00 Pm	Finish	12:00 and
Lease	Christy	Well No.	#1	Location		Madoc 6 1/2 so Eloc		County	Scott	State	KS				
Contractor	Emphasis Drilling														
Type Job	Surface														
Hole Size	12 1/4		T.D.	252											
Csg.	8 5/8 20#		Depth	250											
Tbg. Size															
Drill Pipe															
Tool															
Cement Left in Csg.	15'		Shoe Joint												
Press Max.															
Meas Line			Displace	15.3											
Perf.															

### EQUIPMENT

No.	Cementer	Randy Parsons
Pumptrk #158	Helper	
No.	Cementer	Bill
Pumptrk	Helper	
#69	Driver	Mike
Bulktrk	Driver	

### DEPTH of Job

Reference:	Pumptruck	
	8 5/8 Plug	
	9 Mileage	
		Sub Total
		Tax
		Total

Remarks: Cement Circulated  
 Allied Cementing  
 By Randy Parsons

Owner  
 To Allied Cementing Co., Inc.  
 You are hereby requested to rent cementing equipment and furnish  
 cementer and helper to assist owner or contractor to do work as listed.

Charge To N-B Co Inc  
 Street  
 City State

The above was done to satisfaction and supervision of owner agent or contractor.

Purchase Order No.  
 X N.Y. Thompson

### CEMENT

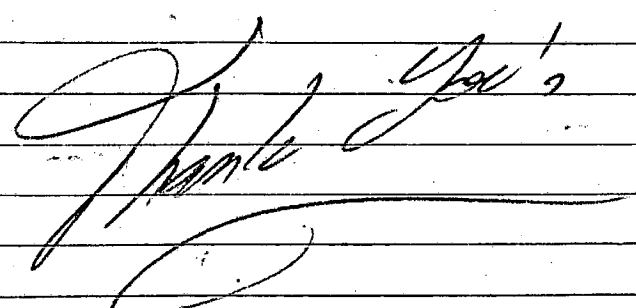
Amount Ordered 1705x 60/40 poz 37cc 27gel

Consisting of  
 Common  
 Poz. Mix  
 Gel.  
 Chloride RECEIVED  
 Quickset CORPORATION COMMISSION

OCT 03 1991

Handling CONSERVATION L  
 Wichita, Kansas

Mileage  
 Sub Total  
 Total

Floating Equipment  


## GENERAL TERMS AND CONDITIONS

**DEFINITIONS:** In these terms and conditions, "Allied" shall mean Allied Cementing Co., 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 "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 and for 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 owner; and:

(B) Oil spill, 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 ALLIED or 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.



Phone 913-483-2627, Russell, Kansas

Phone Plainville 913-434-2812

Phone 316-793-5861, Great Bend, Kansas

Phone Nees City 913-798-3843

# ALLIED CEMENTING CO., INC.

No 2946

Home Office P. O. Box 31

Russell, Kansas 67665

*New*

Date	Sec.	FWP.	Range	Called Out	On Location	Job Start	Finish
9-21-91	22	19	34	5:00 PM	7:30 PM	9:00 PM	12:45
Lease	Well No.	Location			County	State	
Christy	1	Moooc-6 1/2 south west side			Scott	MO	

Contractor	Owner	
Emphasis #10	N.B. Co. Inc.	
Type Job	To Allied Cementing Co., Inc. You are hereby requested to rent cementing equipment and furnish cement and helper to assist owner or contractor to do work as listed.	
Rotary Plug	Charge To	N.B. Company Inc.
Hole Size 7 7/8	T.D.	5000'
Csg.	Depth	
Tbg. Size	Depth	
Drill Pipe 4 1/2 XH	Depth	3035'
Tool	Depth	
Cement Left in Csg.	Shoe Joint	
Press Max.	Minimum	
Meas Line	Displace	
Perf.		

### EQUIPMENT

No.	Cementer
Pumptrk # 158	Jayson Drilling
No.	Helper
Pumptrk	Bob Werner
No.	Driver
Bulktrk # 220	Mike Marder
Bulktrk	

DEPTH of Job	3035'
Reference:	Pumptrk charge
	Mileage
	1.875 dry hole plug
	Sub Total
	Tax
	Total

Remarks:

- 1<sup>st</sup> 100 AX - 3035'
- 2<sup>nd</sup> 50 AX - 2330'
- 3<sup>rd</sup> 80 AX - 1270'
- 4<sup>th</sup> 50 AX - 630'
- 5<sup>th</sup> 50 AX - 260'
- 10 AX - 40' solid bridge
- 15 AX in rat hole
- 10 AX in mouse hole

City	State
The above was done to satisfaction and supervision of owner agent or contractor.	
Purchase Order No.	
X	D.K. Ramsey
<b>CEMENT</b>	
Amount Ordered	365 60/40 60% gel 1/4" flo seal per ax.
Consisting of	
Common	
Poz. Mix	
Gel.	
Chloride	
Quickset	
Sales Tax	
Handling	RECEIVED
Mileage	STATE CORPORAT
	OCT 03 1991
	CONSERVA
	Wichita
Floating Equipment	

By Allied Cementing Co. Inc.  
 JAYSON DRILLING  
 Jayson Drilling

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(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.