

ORIGINAL

RELEASED

SIDE ONE

AUG 25 1992

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

Operator: License # 3988

Name: SLAWSON EXPLORATION COMPANY, INC.

Address 104 S. Broadway, Suite 200

City/State/Zip Wichita, Kansas 67202-4165

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

Operator Contact Person: Steve Slawson

Phone ( 800 ) 333-5493

Contractor: Name: L. D. Drilling, Inc.

License: 6039

Wellsite Geologist: \_\_\_\_\_

Designate Type of Completion

New Well  Re-Entry  Workover

Oil  SWD  Temp. Abd

Gas  Inj  Delayed Comp.

Dry  Other (Core, Water Supply, etc.)

If OWMO: old well info as follows:

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

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

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

Drilling Method:

Mud Rotary  Air Rotary  Cable

6-14-90 6-25-90 \_\_\_\_\_

Spud Date Date Reached TD Completion Date

API NO. 15- 101-21,549-60-00

County LANE FROM CONFIDENTIAL

NE NE NW Sec. 30 Twp. 17-S Rge. 30 East West

4950' Ft. North from Southeast Corner of Section

2970' Ft. West from Southeast Corner of Section

(NOTE: Locate well in section plat below.)

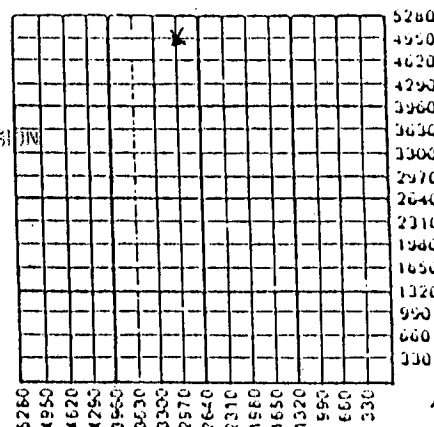
Lease Name RAMSEY "Z" Well # 1

Field Name Wildcat

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

Elevation: Ground 2895' KB 2900'

Total Depth 4588' PBID \_\_\_\_\_



17-20-00

Amount of Surface Pipe Set and Cemented at 345 Feet

Multiple Stage Cementing Collar Used? Yes  No

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

If Alternate II completion, cement circulated from NA

feet depth to \_\_\_\_\_ w/ \_\_\_\_\_ SX CMT.

INSTRUCTIONS: This form shall be completed in triplicate and filed with the Kansas Corporation Commission, 200 Colorado Derby Building, Wichita, Kansas 67202, within 120 days of the spud date of any well. Rule 82-3-130, 82-3-107 and 82-3-106 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 drillers time log 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. Any recompletion, workover or conversion of a well requires filing of ACO-2 within 120 days from commencement date of such work.

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 Division Engineer Date 7-6-90

Subscribed and sworn to before me this 6th day of July, 1990

Notary Public [Signature]  
Date Commission Expires March 6, 1994

K.C.C. OFFICE USE ONLY

F  Letter of Confidentiality Attached

C  Wireline Log Received

C  Drillers Timelog Received

Distribution

KCC  SWD/Rep  NCPA

KGS  Plug  Other (Specify)

CONFIDENTIAL

PI

**CONFIDENTIAL**

SIDE TWO

Operator Name Stawson Exploration Co., Inc. Lease Name RAMSEY "Z" Well # 1 #1  
 County Lane East  West   
 Sec. 30 Twp. 17 S R. 30 E

**INSTRUCTIONS:** Show the correct top and base of formations penetrated. Detail all cores. Report all drill stem tests giving interval test, true log, 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   
 Samples Sent to Geological Survey Yes  No   
 Cores Taken Yes  No   
 Electric Log Run Yes  No  (Submit copy.)

Formation Description  
 Log  Sample   
 Name \_\_\_\_\_  
 Top \_\_\_\_\_ Bottom \_\_\_\_\_  
 See attached

**CASING RECORD**  New  Used  
 Report all strings set-conductor, surface, intermediate, production, etc.

Purpose of String	Size Hole	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	345	60-40 Pozmix	190	2% gel, 3% CC

**PERFORMANCE RECORD** Specify footage of Each Interval Perforated  
 Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used) Depth

TUBING RECORD	Size	Set At	Packer At	Liner Run
				Yes <input type="checkbox"/> No <input type="checkbox"/>

Date of First Production \_\_\_\_\_  
 Producing Method  Flowing  Pumping  Gas Lift  Other (Explain) \_\_\_\_\_  
 Estimated Production Per 24 Hours \_\_\_\_\_  
 Oil \_\_\_\_\_ Bbls. \_\_\_\_\_ Gas \_\_\_\_\_ Mcf \_\_\_\_\_ Water \_\_\_\_\_ Bbls. \_\_\_\_\_ Gas-Oil Ratio \_\_\_\_\_ Gravity \_\_\_\_\_

**METHOD OF COMPLETION**  
 Disposition of Gas:  Vented  Solid  Used on Lease (If vented, submit ACO-18.)  
 Open Hole  Perforation  Dually Completed  Commingled  Other (Specify) \_\_\_\_\_  
 Production Interval \_\_\_\_\_

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ATTACHMENT TO ACO-1  
Slawson Exploration Co., Inc.  
Ramsey "Z" #1  
Sec. 30-17S-30W  
Lane County, Kansas  
API #15-101-21,549-00-00

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FROM CONFIDENTIAL

DRILL STEM TESTS TAKEN:

DST #1  
3938-64'  
30-45-45-60  
Weak blow inc to fair  
IHP 1977#  
IFP 78 - 80#  
ISIP 1090#  
FFP 112 - 120#  
FSIP 1082#  
FHP 1969#  
BHT 110°

Rec 90' GIP, 9' clean gassy oil (10% gas, 90% oil, 28° Gv @ 60°) 120' GMCO (10% gas, 10% mud, 80% oil)

DST #2  
4003-20'  
Anchor slid 10' to bottom.  
  
Test Invalid  
Rec. 40' mud w/show of oil.

DST #3  
3992-4020'  
30-45-45-60  
IHP 1900#  
IFP 110 - 338#  
ISIP 1048#  
FFP 440 - 780#  
FSIP 1040#  
FHP 1976#  
BHT 123°

Rec 1800' gassy wtr w/show of oil.

DST #4  
4004-4020'  
30-45-45-60  
Wk blow to surface  
IFP 22 - 24#  
ISIP 1012#  
FFP 27 - 29#  
FSIP 996#  
HP 1193 - 1980#  
BHT 113°

Rec 10' free oil (36° API), 45' HOCM (25% oil, 75% mud)

DST #5  
4095-4122'  
30-45-20-20  
IFP 20 - 22#  
ISIP 1100#  
FFP 28 - 30#  
FSIP 1070#  
HP 2014 - 2001#  
BHT 118°

Rec 5' free oil, 25' muddy oil.

DST #6  
4157-4191'  
30-45-45-60  
ISIP 1066#  
FSIP 1041#  
IFP 46 - 49#  
FFP 82 - 92#  
HP 2054 - 2041#  
BHT 120°F

Rec 90' GIP, 90' clean gassy oil (37° API) 60' gassy muddy oil (10% gas, 30% mud, 60% oil) 60' OWCM (10% oil, 20% wtr @ 24000 ppm Chls, 70% mud)

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JUL 19 1990

CONSERVATION DIVISION  
Wichita, Kansas

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Slawson Exploration Co., Inc.  
Ramsey "Z" #1  
Sec. 30-17S-30W  
Lane County, Kansas  
API #15-101-21,549-00-00

AUG 2 5 1992

FROM CONFIDENTIAL

DRILL STEM TESTS TAKEN: (cont'd)

DST #7

4195-4213'  
30-45-45-60  
6' flow throughout  
ISIP 921#  
FSIP 921#  
IFP 20 - 34#  
FFP 64 - 92#  
HP 2082 - 2054#  
BHT 128°

Rec 260' sulfur wtr  
(33000 ppm Chls)

DST #8

4283-4304'  
30-45-20-20  
Weak blow that died  
ISIP 993#  
IFP 26 - 30#  
FFP 33 - 33#  
FSIP 938#  
HP 2118 - 2086#  
BHT 121°F

Rec 20' drlg mud

DST #9

4325-65'  
30-45-45-60  
4" blow off btm,  
strong throughout  
ISIP 1074#  
IFP 180 - 453#  
FFP 462 - 780#  
FSIP 1070#  
HP 2207-2196#  
BHT 134°F

Rec 1600' sulfur wtr  
(25000 ppm Chls)

DST #10

4385-4534'  
30-20-20-20  
Weak blow that died  
ISIP 548#  
IFP 52 - 52#  
FFP 54 - 100#  
FSIP 382#  
HP 2197 - 2180#  
BHT 128°F

Rec 15' drlg mud.

LOG TOPS:

ANHY	2256'	+ 644'	BKC	4284'	-1384'
B/ANHY	2275'	+ 625'	MARM	4325'	-1425'
WAB	3502'	- 602'	ALTA "B"	4360'	-1460'
HOW	3611'	- 711'	FS	4456'	-1556'
TOP	3655'	- 755'	L CHER	4477'	-1577'
HEEB	3886'	- 986'	JZ	4518'	-1618'
LANS	3925'	-1025'	MISS	4547'	-1647'
MUN CR	4099'	-1199'	LTD	4592	-1692
STK	4108'	-1298'			

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15-101-21549-00-00

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DRILLER'S WELL LOG

FROM CONFIDENTIAL

0 - 347 Surface  
 347 - 825 Clay & shale  
 825 - 1760 Clay & Sand Streaks  
 1670 - 2171 Shale & Sand  
 2171 - 2430 Shale W/sand streaks  
 2430 - 2780 Shale W/lime streaks  
 2780 - 4122 Lime & Shale  
 4122 - 4169 Lime  
 4169 - 4588 Lime & Shale  
 R.T.D. 4588

Slawson Exploration Company, Inc.  
 RAMSEY "Z" #1  
 NE NE NW Sec. 30-17S-30W  
 Lane County, Kansas

ELEVATION: 2895 GR 2900 KB

FORMATION DATA: (Sample)

B K/C 4279 (-1379)  
 Marmaton 4321 (-1421)  
 Alta. "A" 4334 (-1434)  
 Alta. "B" 4356 (-1456)  
 Ft. Scott 4456 (-1556)  
 L. Cherokee 4477 (-1577)  
 Johnson 4515 (-1615)  
 Miss 4538 (-1638)

COMMENCED: 6-14-90  
 COMPLETED: 6-25-90

SURFACE CASING:

8 5/8" set @ 345' W/190 sx  
 60/40 Pozmix, 2% Gel, 3% CC

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 CONSERVATION DIVISION  
 Wichita, Kansas

A F F I D A V I T

STATE OF KANSAS )  
 )  
 ) ss  
 COUNTY OF BARTON)

GREG DAVIDSON of lawful age, does swear and state that the facts and statements herein are true and correct to the best of his knowledge.

*Greg Davidson*  
 Greg Davidson

Subscribed and sworn to before me this 29th day of June, 1990.



*Bessie M. DeWerff*  
 Notary Public: Bessie M. DeWerff

My Commission expires: 5-20-93

Phone 913-483-2627, Russell, Kansas

Phone 316-793-5861, Great Bend, Kansas

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Phone Plainville 913-434-2812

Phone Ness City 913-798-3843

AUG 2 5 1992

# ALLIED CEMENTING CO., INC. N<sup>o</sup> 8013

Home Office P. O. Box 31

Russell, Kansas 67665

*Now*

Date	Sec.	Twp.	Range	Called Out	On Location	Job Start	Finish
6-25-90	30	17	30	4:15 PM	7:00 PM	7:30	10:30 PM
Lease	Well No.	Location			County	State	
Ramsay "Z"		Manning 2 1/2 E			Lane	KS	

Contractor	Owner	
Z.W. Drilling	Stawson	
Type Job	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.	
Hole Size	Charge To	
7 7/8	Stawson Excavation	
T.D.	Street	
4588	City	
Csg.	State	
Depth	The above was done to satisfaction and supervision of owner agent or contractor.	
Tbg. Size	Purchase Order No.	
Depth	X OED DRILLING	
Drill Pipe	CEMENT	
4 1/2 XH	Amount Ordered	
Depth	215 60/40 6070 gel 1/4" Aboral max.	
2280	Consisting of	
Tool	Common	
Depth	Poz. Mix	
Shoe Joint	Gel.	
Minimum	Chloride	
Displace	Quickset	
Perf.	Sales Tax	

### EQUIPMENT

No.		Cementor	
#	Pumptrk	158	Helper
No.	Pumptrk	J.D.	Helper
		BILL	
#	Bulktrk	69	Driver
	Bulktrk		Driver

### DEPTH of Job

Reference:	Pump trk change	
	Misc	
	1 8 3/4 Day hole plug	
	Sub Total	
	Tax	
	Total	

Remarks:	1 <sup>st</sup> 50 AX - 2280'
	2 <sup>nd</sup> 50 AX - 1400'
	3 <sup>rd</sup> 40 AX - 700'
	4 <sup>th</sup> 50 AX - 375'
	10 AX - 40'
	15 AX - Rathole

*Thank you*

City	State
Purchase Order No.	
X OED DRILLING	
CEMENT	
Amount Ordered	215 60/40 6070 gel 1/4" Aboral max.
Consisting of	
Common	
Poz. Mix	
Gel.	
Chloride	
Quickset	
Handling	
Mileage	
Sub Total	
Total	
Floating Equipment	

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JUL 19 1990

CONSERVATION DIVISION  
Wichita, Kansas

## 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 the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.

—**PRICES AND TAXES:** All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.

—**TOWING CHARGES:** ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.

—**PREPARATION CHARGES:** If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.

—**DEADHAUL CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.

—**SERVICE CONDITIONS AND LIABILITIES:** 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:

(A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:

(B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.

2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.

3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

**WARRANTIES:** 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.

2. More specifically:

(A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.

(B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.

(C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

Phone 913-483-2627, Russell, Kansas  
 Phone 316-793-5861, Great Bend, Kansas

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Phone Plainville 913-434-2812  
 Phone Ness City 913-798-3843

**ALLIED CEMENTING CO., INC.** No. 8006

Home Office P. O. Box 31

Russell, Kansas 67665

AUG 25 1992

*Ness*

Date <i>6-14-90</i>	Sec. <i>30</i>	Twp. <i>17</i>	Range <i>30</i>	Called Out <i>3:00 PM</i>	On Location <i>4:30 PM</i>	Job Start <i>5:45 AM</i>	Finish <i>6:15 PM</i>
Lease <i>1.8 mi 2"</i>		Well No. <i>1</i>	Location <i>Manning 2 1/2 East</i>			County <i>Lane</i>	State <i>KA</i>

Contractor <i>J.D. Drilling</i>	Owner <i>Shawson</i>
Type Job <i>Surface</i>	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.
Hole Size <i>12 1/4</i>	T.D. <i>347'</i>
Csg. <i>8 5/8</i>	Depth <i>345'</i>
Tbg. Size	Depth
Drill Pipe	Depth
Tool	Depth
Cement Left in Csg. <i>15'</i>	Shoe Joint
Press Max.	Minimum
Meas Line <i>MO.</i>	Displace <i>21.5</i>
Perf.	

Charge To <i>Shawson Exploration</i>	
Street	
City	State
The above was done to satisfaction and supervision of owner agent or contractor.	
Purchase Order No.	
X <i>John Reed</i>	
<b>CEMENT</b>	
Amount Ordered <i>140 dx 60/40 270 gel 3% cc</i>	
Consisting of	
Common	
Poz. Mix	
Gel.	
Chloride	
Quickset	
Sales Tax	
Handling	
Mileage	
Sub Total	
Total	
Floating Equipment	

**EQUIPMENT**

<i>Ness</i>	No.	Cementer	
Pumptrk <i>#158</i>		Helper	
Pumptrk	No.	Cementer <i>John</i>	
		Helper <i>J.D.</i>	
Bulktrk <i>#101</i>		Driver <i>...</i>	
Bulktrk		Driver	

**DEPTH of Job**

Reference:	<i>Pump take charge</i>	
	<i>Milano</i>	
	<i>1.8 5/8 TWP</i>	
	Sub Total	
	Tax	
	Total	

Remarks: *Cement did circulate.*  
*3 bit changed*

*Thank You.*

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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:

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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.