

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

Operator: License # 5399
Name: American Energies Corporation
Address: 155 North Market, Suite 710
Wichita, Kansas 67202
City/State/Zip _____

Purchaser: Eott, ONEOK
Operator Contact Person: Alan L. DeGood, President
Phone (316) 263-5785

Contractor: Name: Mallard JV
License: 4958
Wellsite Geologist: David Barker

Designate Type of Completion
 New Well Re-Entry Workover
 Oil SWD SIOW Temp. Abd.
 Gas ENHR SIGW
 Dry Other (Core, WSW, 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 _____ PBDT
 Commingled _____ Docket No. _____
 Dual Completion _____ Docket No. _____
 Other (SWD or Inj?) Docket No. _____
8/9/00 8/16/00 9/01/00
Spud Date Date Reached TD Completion Date

API NO. 15- 007-22625-0000
County Barber
SE SE NE Sec. 18 Twp. 31S Rge. 11 E
2310 Feet from S (circle one) Line of Section
330 Feet from E (circle one) Line of Section
Footages Calculated from Nearest Outside Section Corner:
 SE, NW or SW (circle one)
Lease Name Chain Well # 2
Field Name Ils
Producing Formation Mississippian Chert
Elevation: Ground 1636 KB 1641
Total Depth 4410' PBDT 7 jts 25# 8 5/8"
Depth of Surface Pipe Set and Cemented at 263' Feet
Single Stage Cementing Collar Used? Yes No
Yes, show depth set _____ Feet
If Alternate II completion, cement circulated from _____
feet depth to _____ w/ _____ sx cmt.

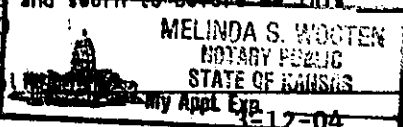
Drilling Fluid Management Plan ALT 1 JH 8/6/01
(Data must be collected from the Reserve Pit)
Chloride content 65,000 ppm Fluid volume 1,200 bbls
Dewatering method used Hauled
Location of fluid disposal if hauled offsite:
American Energies Corporation
Operator Name _____
Lease Name Short "A" #1 License No. 5399
C N/2 SE
Quarter 12 Twp. 31S Rng. 8W E/W
County Harper Docket No. D25,867

RECEIVED
STATE CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION
Wichita, Kansas
11/2/00
11/2/00

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 Alan L. DeGood
Title Alan L. DeGood, President Date 10/16/00
Subscribed and sworn to before me this 16th day of October, 19 2000
Notary Public Melinda S. Wooten
Date Commission Expires 12-17-04 Melinda S. Wooten



K.C.C. OFFICE USE ONLY
F Letter of Confidentiality Attached
C Wireline Log Received
C Geologist Report Received
Distribution
 KCC SWD/Rep NGPA
 KGS Plug Other
(Specify)

X

JAN 1970

SIDE TWO

Operator Name American Energies Corporation

Lease Name Chain #2

Well # #2

SE SE NE

East

County Barber

Sec. 18 Twp. 31S Rge. 11W

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.)

See Attachment
Samples Sent to Geological Survey Yes No

Cores Taken Yes No

Electric Log Run Yes No
(Submit Copy.)

List All E.Logs Run:

Dual Induction
Gamma Ray-Collar
Compensated Neutron Density

Log Formation (Top), Depth and Datum Sample

Name Top Datum

See Attachment

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"	25#	263'	60/40 poz	225	2% gel 3% cc
Production		4 1/2"	10.5#	4409'	ASC	100 sx	500# Gilsom 500 gal. mud flush

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
2 SPF	4342-4350'	1,000 Gallons - HCL	
		Frac 60,000# sand,	
		40,000 gallons gelled water	

TUBING RECORD	Size	Set At	Packer At	Liner Run
140 jts	2-3/8"			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Date of 1st, Resumed Production, (SWD or In.)	Producing Method
10/05/00	<input checked="" 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
	0	230	10		

Disposition of Gas:

METHOD OF COMPLETION

Production Interval

Vented Sold Used on Lease Open Hole Perf. Dually Comp. Commingled

**AEC'S INTEREST:
AMERICAN ENERGIES CORPORATION
DAILY WELL REPORT**

LEASE: Chain #2 **SURFACE CASING:** 8 5/8"
SPOT LOCATION: SE SE NE **PRODUCTION CASING:**
SEC/TWP/RNG: Section 18-T31S-R11W **ELEVATION:** GL:1636 **KB:** 1641
COUNTY: Barber **SPUD DATE:**08/09/2000
OPERATOR: American Energies Corporation **COMPLETION DATE:**
CONTRACTOR: Mallard JV **GEOLOGIST:** David Barker

NOTIFY: Gough, Adams, Hambricht, **REFERENCE WELL:**
 Bucy, McLish, Coakley, Thrasher, 1:Chain #1 W/2 NW SE Sec 18-T31S-R11W
 D & D Investment, Tucker Petroleum, 2:Chain A C NW NE Sec 18-T31S-R11W
 Hyde and Cooper 3:

FORMATION:	SAMPLE LOG:	COMPARISON:	ELECTRIC LOG TOPS:	
			#1	#2 #3
Onaga Shale	2632 -991	+4 +10	2627	-986
Wabunsee	2680 -1039	+3 +12	2678	-1037
Howard	2986 -1345	+3 +5	2985	-1344
Topeka	3079 -1438		3075	-1434
Heebner Shale	3589 -1948	-5 +3	3588	-1947
Toronto	3615 -1974		3608	-1967
Upper Douglas	3639 -1998	0 +4	3635	-1994
Lower Douglas	3703 -2062	+18 +13	3700	-2059
Brown LS	3766 -2125		3764	-2123
Stark Shale	4143 -2502		4140	-2499
Hush	4185 -2542		4179	-2538
B/KC	4242 -2601		4238	-2597
Cherokee Shale	4323 -2682		4320	-2679
Mississippi	4334 -2693		4332	-2691
Mississippi LM	4394 -2753		4398	-2757
RTD	4410			

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 STATE CORPORATION COMMISSION
 NOV 2 2000
 11-2-00
 CONSERVATION DIVISION
 Wichita, Kansas

08/10/00 WOC, MIRT, Mallard JV spudded @ 11:00 PM 08/09/00, drld 12 1/4" surface hole to 265, ran 7 jts used 25# 8 5/8" casing, sedt at 263' , Allied cmdt. w 225 sx 60/40 poz, 2% gel, 3% cc. cement circulated plug was down @ 6:00 AM 08/10/00.

08/11/00 Drlg @ 1171'
 08/12/00 Drlg @ 2370'
 08/13/00 Drlg @ 3070'
 08/14/00 Drlg @ 3726'
 08/15/00 Drlg @ 4306'

08/16/00 Tripping out for logs, RTD: 4410. Results of DST #1: 4319-4368 (Mississippi), Times: 30-60-45-90. 1st opening - strong blow off bottom of bucket in 30 seconds, No GTS. 2nd opening - GTS immediately: 5": 1.67 MCF, 10": 22 MCF, 15": 22 MCF increased to 40 MCF in 45". Recovered 130' VSLGCM (5% gas, 95% mud). 4197' GIP. IHP: 2173, IFP: 34-49, ISIP: 876, FFP: 36-62, FSIP: 1054, FHP: 2149.

08/17/00 Ran 108 jts used tested 4 1/2" 10.5# casing, set @ 4409'. Cemented with 100 sx ASC with 500# Gilsonite and 500 gallons mud flush. Circulation throughout. Plug down at 10:45 p.m. 8/16/00. Insert held. PBTD: 4388'.

ORIGINAL

MALLARD JV, Inc.
DRILLING CONTRACTORS

P. O. Box 1009
McPherson, KS 67460

316-241-4640

Drillers Log

OPERATOR: **American Energies Corporation**
155 N. Market, Suite 710
Wichita, KS 67202

WELL: **Chain #2**

API #: 15-007-22625-0000

COMMENCED: August 10, 2000

LOCATION: SE SE NE
2310' FNL, 330' FEL
Section 18, Township 31 S, Range 11 W
Barber County, KS

COMPLETED: August 16, 2000

TOTAL DEPTH: 4,410'

ELEVATION: 1645' GL, 1650' KB

STATUS: Set Casing - Mississippian formation

SPUD: 11:00 pm 8/10/00

SIZE HOLE DRILLED: 12-1/4" x 265'

SURFACE CASING SIZE: **8-5/8" x 25# x 256.66' (7 jts.)**

SET AT: **263'**

CEMENT: **225 sacks** 60/40 Pozmix, 2% gel, 3% cc

SIZE HOLE DRILLED: 7-7/8" x 4410' RTD

PRODUCTION CASING: **4-1/2" x 10.5# x 4408' (108 jts.)**

SET AT: **4408'**

CEMENT: **100 sacks** ASC

PD: 10:47 pm 8/16/00

DRILL STEM TESTS: 1

ELECTRIC LOG: Yes

RECEIVED
STATE CORPORATION COMMISSION

NOV 2 2000
11-2-00
CONSERVATION DIVISION
Wichita, Kansas

15-007-22625-0000

ADD
40-06

ORIGINAL



SALES OFFICE:
 105 S. Broadway
 Suite #420
 Wichita KS 67202
 (316) 262-3699
 (316) 262-5799 FAX

SALES & SERVICE OFFICE:
 10244 NE Hiway 61
 P.O. Box 8613
 Pratt, KS 67124-8613
 (316) 672-1201
 (316) 672-5383 FAX

ACIDIZING - FRACTURING - CEMENTING

Invoice

Bill to:			200000	Invoice	Invoice Date	Order	Order Date
AMERICAN ENERGIES CORP. 155 N. Market, Suite 710 Wichita, KS 67202				851	8/22/00	2646	8/16/00
Service Description							
Cement - Longstring							
Lease						Well	
Chain						2	
AFE	CustomerRep	Treater	Well Type	Purchase Order	Terms		
	Butch Jackson	Dave Scott	New Well		Net 30		

<u>ID.</u>	<u>Description</u>	<u>UOM</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Price</u>
D204	AA2	SK	100	\$13.56	\$1,356.00
D202	60/40 POZ	SK	25	\$8.00	\$200.00
C313	GAS BLOK	LB	71	\$5.00	\$355.00
C223	SALT (Fine)	LBS	587	\$0.35	\$205.45
C196	FLA-322	LB	47	\$7.25	\$340.75
C243	DEFOAMER	LB	10	\$2.50	\$25.00
C322	GILSONITE	LB	500	\$0.55	\$275.00
F100	CENTRALIZER, 4 1/2"	EA	4	\$50.00	\$200.00
F130	TOP RUBBER CEMENT PLUG, 4 1/2"	EA	1	\$38.00	\$38.00
F160	GUIDE SHOE-REGULAR, 4 1/2"	EA	1	\$95.00	\$95.00
F200	FLAPPER TYPE INSERT FLOAT VALVES, 4 1/2"	EA	1	\$60.00	\$60.00
E107	CEMENT SERVICE CHARGE	SK	125	\$1.50	\$187.50
R701	CEMENT HEAD RENTAL	EA	1	\$70.00	\$70.00
E100	HEAVY VEHICLE MILEAGE - 1 WAY	MI	30	\$3.00	\$90.00
E104	PROPPANT / BULK DELIV SERVICES/TON MILE, \$200 MIN	TM	177	\$1.25	\$221.25
R209	CASING CEMENT PUMPER, 4001-4500'	EA	1	\$1,680.00	\$1,680.00

Sub Total: \$5,398.95

Discount: \$1,294.19

Discount Sub Total: \$4,104.76

Tax Rate: 5.90%

Taxes: \$0.00

(T) Taxable Item

Total: \$4,104.76

PLEASE REMIT TO Acid Services, LLC, Dept No 1131 , Tulsa, OK 74182

Accounts become past due the last day of the month following billing. Interest rate 1.5% per month (18% per year) on past due accounts.

15-007-22625-0000

...ORIGINAL

ALLIED CEMENTING CO., INC.

P.O. BOX 31
RUSSELL, KS 67665
PH (785) 483-3887
FAX (785) 483-5566

* INVOICE *

Invoice Number: 081911

Invoice Date: 08/09/00

AD
20-26

Sold American Energies Corp.
To: 155 N. Market #710
Wichita, KS
67202

Cust I.D.....: Am Eng
P.O. Number...: Chain #2
P.O. Date....: 08/09/00

Due Date: 09/08/00
Terms: Net 30

Item I.D./Desc.	Qty	Used	Unit	Price	Net	TX
Common	135.00		SKS	6.3500	857.25	E
Pozmix	90.00		SKS	3.2500	292.50	E
Gel	4.00		SKS	9.5000	38.00	E
Chloride	7.00		SKS	28.0000	196.00	E
Handling	225.00		SKS	1.0500	236.25	E
Mileage min. chg.	1.00		MILE	100.0000	100.00	E
Surface	1.00		JOB	470.0000	470.00	E
Mileage pmp trk	6.00		MILE	3.0000	18.00	E
Wooden plug	1.00		EACH	45.0000	45.00	E

All Prices Are Net, Payable 30 Days Following Subtotal: 2253.00
Date of Invoice. 1 1/2% Charged Thereafter. Tax.....: 0.00
If Account CURRENT take Discount of \$ 225.33 Payments: 0.00
ONLY if paid within 30 days from Invoice Date Total....: 2253.00

2027.67

ENT'D AUG 18 2000

ALLIED CEMENTING CO., INC.

Federal Tax I.D.# 48-0727860

4473
ORIGINAL

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

15-007-22625-0000

SERVICE POINT:

Medicine Lodge

DATE <u>8-9-00</u>	SEC. <u>18</u>	TWP. <u>31s</u>	RANGE <u>11w</u>	CALLED OUT <u>1:00 Am</u>	ON LOCATION <u>2:00 Am</u>	JOB START <u>5:55 Am</u>	JOB FINISH <u>5:55 Am</u>
LEASE <u>Chain</u>	WELL # <u>2</u>	LOCATION <u>160 + Isabel Rd.</u>			COUNTY <u>Barber</u>	STATE <u>KS.</u>	
OLD OR <u>NEW</u> (Circle one)		<u>6N, 15W 3/4</u>					

CONTRACTOR Mallard Drilling
 TYPE OF JOB Surface
 HOLE SIZE 12 1/4 T.D.
 CASING SIZE 8 7/8 x 24" DEPTH 263
 TUBING SIZE _____ DEPTH _____
 DRILL PIPE _____ DEPTH _____
 TOOL _____ DEPTH _____
 PRES. MAX 250 MINIMUM —
 MEAS. LINE _____ SHOE JOINT _____
 CEMENT LEFT IN CSG. 15'
 PERFS. _____
 DISPLACEMENT 15 3/4 Bbls freshwater
 EQUIPMENT _____
 PUMP TRUCK CEMENTER Carl Balding
 # 261-263 HELPER Stane Winsor
 BULK TRUCK _____
 # 214-314 DRIVER Dave West
 BULK TRUCK _____
 # _____ DRIVER _____

OWNER American Energies
 CEMENT AMOUNT ORDERED _____
225 sx 60:40:2+3 1/2 cc
 COMMON 135 @ 6.35 857.25
 POZMIX 90 @ 3.25 292.50
 GEL 4 @ 9.50 38.00
 CHLORIDE 7 @ 28.00 196.00
 _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 HANDLING 225 @ 1.05 236.25
 MILEAGE 225 - MINIMUM 100.00
 TOTAL \$1720.00

REMARKS:

SERVICE

Run 263 feet of casing.
Break circulation,
Pump 225 sx 60:40:2+3 1/2 cc
Release plug.
Displace with 15 3/4 Bbls freshwater.
SHUT IN,
Cement did circulate

DEPTH OF JOB 263
 PUMP TRUCK CHARGE 0-300' 470.00
 EXTRA FOOTAGE _____ @ _____
 MILEAGE 6 @ 3.00 18.00
 PLUG wooden 8 1/2" @ 45.00 45.00
 _____ @ _____
 _____ @ _____

TOTAL \$533.00

CHARGE TO: American Energies
 STREET 155 N. MARKET ST., ST. 710
 CITY WICHITA STATE KANSAS ZIP 67202

FLOAT EQUIPMENT

_____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____

TOTAL _____

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 is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side.

TAX _____
 TOTAL CHARGE 2253.25
 DISCOUNT 225.33 IF PAID IN 30 DAYS
2027.92

SIGNATURE Lavon R. Urban

LAVON R. URBAN
 PRINTED NAME

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.