

CONFIDENTIAL

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

ORIGINAL

Operator: License # 5393
Name: A. L. ABERCROMBIE, INC.
Address: 150 N. Main, Suite 801
City/State/Zip: WICHITA, KS 67202
Purchaser: Panhandle Eastern
Operator Contact Person: Steve Frankamp
Phone: (316) 262-1841
Contractor: Name: ABERCROMBIE RTD, INC.
License: 30684
Wellsite Geologist: John Hastings
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 _____
Casing/led _____ Docket No. _____
Dual Completion _____ Docket No. _____
Other (SWD or Inj?) _____ Docket No. _____
Spud Date 3-19-94 Date Reached TD 4-4-94 Completion Date 5-25-94

API NO. 15- 119-20,900-000
County MEADE
Approx. NW NW SE Sec. 19 Twp. 32S Rge. 29 ²
2510' Feet from SW (circle one) Line of Section
2080' Feet from SW (circle one) Line of Section
Footages Calculated from Nearest Outside Section Corner:
NE, SE, NW or SW (circle one)
Lease Name ESTES Well # 2
Field Name ANGELL
Producing Formation ATOKA (AT PRESENT)
Elevation: Ground 2712' XB 2717'
Total Depth 6150' PBDT 6109'
Amount of Surface Pipe Set and Cemented at 1620' 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 cnt.

Drilling Fluid Management Plan ALT 1 JH 10-17-94
(Data must be collected from the Reserve Pit)
Chloride content 400 calcium ppm Fluid volume 3500 bbls
Dewatering method used evaporation
Location of fluid disposal if hauled offsite: _____
Operator Name _____ License No. _____
Lease Name _____ Sec. _____ Twp. _____ Rng. _____ E/W _____
County _____ Docket No. _____

RELEASED KCC
JUL 26 1995 JUN 14

FROM CONFIDENTIAL CONFIDENTIAL

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 Jack A. Wharton
Title Vice President Date 6-13-94
Subscribed and sworn to before me this 13th day of June 19 94.
Notary Public Angela Woodard
Date Commission Expires 3-20-97

ANGELA WOODARD
Notary Public - State of Kansas
My Appl. Expires /

K.C.C. OFFICE USE ONLY
F Letter of Confidentiality
C Wireline Log Received
C Geologist Report Received
Distribution: KCC SVD/RCP NGPA Plug
RECEIVED
JUN 16 1994
KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION
Wichita, Kansas
11

Operator Name A. L. ABERCROMBIE, INC. Lease Name ESTES Well # 2

Sec. 19 Twp. 32 Rge. 29 East West County MEADE

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 Datum Sample
 Name Top Datum
 See attached.

List All E. Logs Run:
 Compensated Density Neutron
 Dual Induction
 Micro-Electric

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 1/2"	8 5/8"	28	1620'	65-35 posmix Class A	527	6% gel 3% cc
PRODUCTION	7 7/8"	5 1/2"	15.5	6138'	50-50 posmix Common	75	2% gel, 3/4% CFB-2, 7% gilsinite/sk
						235	BA-29, 4% gilsinite per skt

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	5586'-5596' (Morrow Sand)	Acidized w/1,000 gal 7.5% HCL Fraced w/361 bbls gelled water mixed w/118,000 CF of CO ₂ , 26,000# sand	5586'-96' 5586-96'
	Set Baker Model D production packer at		5566'
4	5554'-5560' (Atoka)	Acidized w/500 gal 15% HCS	5554'-5560'

TUBING RECORD Size 2 3/8" Set At 5553' KB Packer At _____ Liner Run Yes No

Date of First, Resumed Production, SWD or Inj. W.O. Pipeline connection Producing Method Flowing Pumping Gas Lift Other (Explain)

Estimated Production Per 24 Hours Oil Bbls. Gas Mcf Water Bbls. Gas-Oil Ratio Gravity

1,000

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

METHOD OF COMPLETION

Open Hole Perf. Dually Comp. Commingled Other (Specify) _____

Production Interval 5554'-5560'

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ORIGINAL

ABERCROMBIE RTD, INC.
DRILLING CONTRACTOR

150 N. MAIN, SUITE 801 / WICHITA, KANSAS 67202 / 316-262-1841



ESTES #2
E/2, SEC. 19-32S-29W
MEADE CO., KS

API# 15-119-20900

DST #1 5458'-5533'

30-60-60-60
Gas to surface in 13 minutes
gauged thru 1/4" choke
20 min 20,700 CFGPD
25 min 22,900 CFGPD
30 min 27,000 CFGPD
2nd open period
10 min 32,400 CFGPD
20 min 35,900 CFGPD
30 min 37,600 CFGPD
40 min 40,900 CFGPD
50 min 45,500 CFGPD
60 min 48,700 CFGPD

Rec. 450' fluid; 300' slightly muddy & heavy gas cut
oil (50% oil, 45% gas, 5% mud), 150' heavy mud & gas
cut oil (45% oil, 40% mud, 15% gas)

IFPs 170-125 ISIP 1733
FFPs 193-193 FSIP 1690

ELECTRIC LOG TOPS

HERRINGTON	2689' (+28')
WINFIELD	2772' (-55')
COUNCIL GROVE	3107' (-390')
HEEBNER	4368' (-1651')
LANSING	4512 (-1795')
MARMATON	5118' (-2401')
ATOKA SHALE	5525' (-2808')
MORROW SHALE	5569' (-2852')
MORROW SAND	5578' (-2861')
CHESTER	5656' (-2939')
RTD	6150' (-3433')
LTD	6149' (-3432')

DST #2 5555'-5595' (LOWER ATOKA - MORROW SAND)

30-60-90-60
Gas to surface in 3 minutes
gauge thru 1 1/4" choke 5 minutes 893 MCFGPD
10 minutes 1,064 MCFGPD
15 minutes 1,105 MCFGPD
20 minutes 1,146 MCFGPD
25 minutes 1,146 MCFGPD
30 minutes 1,105 MCFGPD
gauge 2nd open period 10 minutes 937 MCFGPD
20 minutes 1,023 MCFGPD
30 minutes 1,023 MCFGPD
40 minutes 1,064 MCFGPD
50 minutes 1,064 MCFGPD
60 minutes 1,105 MCFGPD
70 minutes 1,105 MCFGPD
80 minutes 1,146 MCFGPD
90 minutes 1,146 MCFGPD

Rec. 100' drilling mud
IFPs 295-295 ISIP 1863
FFPs 352-352 FSIP 1863

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ESTES #2

E/2, SEC. 19-32S-29W
MEADE CO., KS

PAGE 2

DST #3 5596'-5621' (MORROW SAND)

30-60-60-60

Gas to surface in 6 minutes gauged thru 1/4" choke

10 min 30,800 CFG

20 min 54,700 CFG

30 min 100,900 CFG

2nd open gauged thru 3/4" choke

10 min 194,000 CFG

20 min 227,000 CFG

stabilized at 227,000 CFG rest of test Rec. 10' drilling mud.

IFPs 136-90 ISIP 857

FFPs 146-68 FSIP 845

DST #4 5963'-6023' (MISS., ST. LOUIS)

30-60-45-60

Weak blow

Rec. 30' SOCM (2% Hvy Blk oil, 98% mud)

IFPs 147-90 ISIP 611

FFPs 159-102 FSIP 261

DST #5 6079'-6102' (LOWER ST. LOUIS)

30-60-30-60

1/2" weak blow, 1st open, 2nd flow no blow

Rec. 15' drilling mud

IFPs 113-79 ISIP 1820

FFPs 147-102 FSIP 1777

DST #6 5548'-5566' (STRADDLE PACKERS)

30-60-30-60

Gas to surface in 3 minutes

gauged thru 1/2" choke 10 minutes 211 MCFGPD

gauged thru 1/2" choke 15 minutes 285 MCFGPD

gauged thru 1/2" choke 20 minutes 337 MCFGPD

gauged thru 1/2" choke 25 minutes 388 MCFGPD

gauged thru 1/2" choke 30 minutes 424 MCFGPD

2nd open period 3/4" choke 10 minutes 370 MCFGPD

2nd open period 3/4" choke 20 minutes 534 MCFGPD

2nd open period 3/4" choke 30 minutes 569 MCFGPD

Recovered 140 gas cut mud

IFPs 136-159 ISIP 1902

FFPs 227-193 FSIP 1896

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CONFIDENTIAL

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

Phone 913-625-5516, Hays, KS
 Phone 913-672-3471, Oakley, KS

Phone 316-886-5926, Medicine Lodge, KS
 Phone 913-798-3843, Ness City, KS

ALLIED CEMENTING CO., INC.

Home Office P. O. Box 31

Russell, Kansas 67665

6326
CONFIDENTIAL

NEW

Date	4/5/94	Sec.	19	Twp.	32s	Range	29w	Called Out	11:00AM	On Location	2:30 PM	Job Start	8:30 PM	Finish	3:30 AM
Lease	ESTES	Well No.	2	Location	Meade 9w 2 1/2 s W1s			County	Meade	State	KS				

Contractor	Abercrombie #5	Owner	Same
Type Job	Cmt 5 1/2 Prod. Csg.	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	7 7/8	T.D.	6150
Csg.	5 1/2 15.50#	Depth	6138
Tbg. Size		Depth	
Drill Pipe		Depth	ORIGINAL
Tool		Depth	
Cement Left in Csg.	29	Shoe Joint	29
Press Max.	1200	Minimum	150
Meas Line		Displace	146.5 BBL
Perf.			

Charge To **A. L. Abercrombie**
 Street **801 Union Center**
 City **Wichita** State **Ks. 67202**
 The above was done to satisfaction and supervision of owner agent or contractor.

Purchase Order No.
 x **W. C. Craig**

EQUIPMENT

Pumptrk	No. 266	Cementor	Max Ball
		Helper	Justin Hart
Pumptrk	No.	Cementor	
		Helper	
Bulktrk	256	Driver	John Kelley
Bulktrk		Driver	NJB

CEMENT

Amount	755Ks 50/50 2 1/2" Kol-Seal 3/4" CD-31		
Ordered	2355Ks Class A + 4" Kol-Seal 1.8" BA-29		
1000g 91 Mud Sweep 5" 91 C14 Pro			
Consisting of			
Common	273	6.85	1870.05
Poz. Mix	37	3.00	111.00
Gel.	1	9.00	9.00
Chloside	BA-29 398#	10.24	4075.52
Quickset	Mud Sweep 1000 g.	1.80	1800.00
Kol Seal	1465#	3.6	527.40
C1A-Pro	5 gal	21.80	109.00
CD-31	48#	4.25	204.00
Handling	310	1.00	310.00
Mileage	35		434.00

DEPTH of Job **6138'** JUN 14

Reference:	Pump Charge	1328.00
3S	Mileage	78.75
1	5 1/2 Rubber Plug	45.00
Total		1451.75

Total \$ 12,349.72
 DISCOUNT FROM CONFIDENTIAL (\$ 9,879.77)
 Total 9449.97

Remarks: Cmt 5 1/2 Prod. Csg with 1000g Mud Sweep Plug Rat & Mouse Hole with 209Ks 50/50 2 Cmt with 555Ks 50/50 2 1/2" Kol-Seal 3/4" CD-31 & 2355Ks Class A + 4" Kol-Seal 1.8" BA-29 wash up Pump Lines Prop Plug Displace 146.5 BBL and Plug

Floating Equipment

5-5 1/2 Guide Stoc	-	125.00
1-5 1/2 AFU Insert	-	184.00
2-5 1/2 Baskets	-	254.00
5-5 1/2 Centralizers	-	280.00
24-5 1/2 Scratchers	-	600.00
Reciprocating		\$ 1448.00

STATE RECEIVED
 JUN 14 1994
 WICHITA DIVISION

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 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 913-433-2627, Russell, Kansas
 Phone 316-793-5861, Great Bend, Kansas

ORIGINAL

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

ALLIED CEMENTING CO., INC.

Home Office P. O. Box 31

Russell, Kansas 67665

4724
CONFIDENTIAL

NEW WELL

Date	3-20-94	Sec.	19	Twp.	32S	Range	29W	Called Out	2:30 ^P	On Location	5:30 ^P	Job Start	9:25	Finish	10:25
Lease	ESTES	Well No.	2	Location				160 1/2 23 Jct W Meade 9W - 2 1/2 S 43	County	MEADE	State	KANSAS			

Contractor	ABERROMBIE R.T.D. Rig #5
Type Job	SURFACE Csg.
Hole Size	12 1/4
Csg.	8 5/8 28#
Tbg. Size	
Drill Pipe	
Tool	RELEASED
Cement Left in Csg.	
Press Max.	JUL 26 1995 800
Meas Line	FROM CONFIDENTIAL
Perf.	

Owner	A.L. ABERROMBIE INC.
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	A.L. ABERROMBIE INC
Street	801 Union Center
City	Wichita
State	Ks 67202
The above was done to satisfaction and supervision of owner agent or contractor.	
Purchase Order No.	
X	W. C. Craig
White CEMENT 525 x 65/35 76CEL + 376CEL + 1/4" CELLO FLAKE 15X	
Amount Ordered	250 x CLASS A + 376CEL + 76CEL -

EQUIPMENT

No.	Cementer	272	NEAL B
Pumptrk	Helper		CARL B
No.	Cementer		
Pumptrk	Helper		
	Driver		MARK B.
Bulktrk	Driver		JOHN K

Consisting of			
Common	250	6.85	1712.50
Poz. Mix			
Gel.	5	9.00	45.00
Chloride	23	25.00	575.00
Quickset	F10 Seal 131#	1.10	144.10
	525 lite	5.85	3071.25
			Sales Tax
Handling	775	1.00	775.00
Mileage	35		1085.00
TOTAL	\$ 9109.60		
Disc	- 1821.92		
	\$ 7287.68	Total	7407.85

DEPTH of Job	1620'	
Reference:		
	Pump Take	980.00
	35 Mileage	78.75
	1 8 5/8 Top Rubber Plug	83.00
	Total	1141.75

Remarks: RAN 8 5/8 TO 1620' - CEMENTED WITH 525 x 65/35 76CEL + 376CEL + 1/4" CELLO-FLAKE Followed by 250 x CLASS A + 376CEL + 276CEL - DISPLACED PLUG TO 1602 WITH 100Bbls FRESH H₂O - A.F.A. Held! CEMENT DID CIRCULATE

Floating Equipment
 1-AFU INSET - 258.00
 1-BASKET - 180.00
 2-CENTRALIZERS - 122.00
 \$ 560.00
 (Extra 100 Sacks used per Bill Craig)

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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 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.