

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

API NO. 15- 155- 21,286 - 0000
 County Reno **ORIGINAL**
 50's - C - NE - SW Sec. 20 Twp. 25 S Rge. 09 x W
1930 Feet from (S)N (circle one) Line of Section
3300 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 Conkling Well # 1-20"A"
 Field Name Langdon
 Producing Formation Mississippi Chert
 Elevation: Ground 1710 KB 1719
 Total Depth 4050 PBTD 4033
 Amount of Surface Pipe Set and Cemented at 232 Feet
 Multiple Stage Cementing Collar Used? Yes X No
 If yes, show depth set _____ Feet
 If Alternate II completion, cement circulated from _____
 feet depth to _____ w/ _____ sx cat.
 Drilling Fluid Management Plan 4-15-94 CB
 (Data must be collected from the Reserve Pit)
 Chloride content 10000 ppm Fluid volume 2000 bbls
 Dewatering method used evaporation & hauling
 Location of fluid disposal if hauled offsite: _____
 Operator Name C & C Tank Service, Inc.
 Lease Name Roach SWD License No. 30708
SW Quarter Sec. 14 Twp. 23 S Rng. 09 SEW
 County Reno Docket No. 22208

Operator: License # 31160
 Name: Phillips Exploration Company, L C
 Address 100 S. Main, Suite 510
 City/State/Zip Wichita, Kansas 67202
 Purchaser: NCRA
 Operator Contact Person: James B. Phillips
 Phone (316) 265-2857
 Contractor: Name: Sterling Drilling Co., Inc.
 License: 5142
 Wellsite Geologist: Casey Galloway

Designate Type of Completion
 New Well Re-Entry Workover
 Oil SWD SOW Temp. AB
 Gas ENHR SIGW
 Dry Other (Core, WSW, Expl. Methods, 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 _____ PBTD
 Commingled _____ Docket No. _____
 Dual Completion _____ Docket No. _____
 Other (SWD or Inj?) _____ Docket No. _____
9/3/93 9/12/93 9/30/93
 Spud Date Date Reached TD Completion Date

RECEIVED
 KANSAS CORPORATION COMMISSION
 1-27-94
 JAN 27 1994
 CONSERVATION DIVISION
 WICHITA, KS

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 James B. Phillips
 Title President Date 9/25/93
 Subscribed and sworn to before me this 24th day of January, 19 94.
 Notary Public Ada C. May
 Date Commission Expires _____

ADA C. MAY
 NOTARY PUBLIC
 STATE OF KANSAS
 My Appt. Exp. 10-28-95

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)

P1

Operator Name Phillips Exploration Company, LC Lease Name Conkling Well # 1-20"A"
 Sec. 20 Twp. 25 S Rge. 09 East West
 County Reno

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 (Attach Additional Sheets.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Log	Formation (Top), Depth and Datum	<input type="checkbox"/> Sample
Samples Sent to Geological Survey	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Name	Top	Datum
Cores Taken	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Heebner	3214	-1495
Electric Log Run (Submit Copy.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Lansing	3421	-1702
List All E.Logs Run:		B/KC	3766	-2047
DIL, SDL/DSN, FF-MSG, Coral		Cherokee Shale	3873	-2154
		Miss Chert	3896	-2177
		Miss Lime	3960	-2241
		Kinderhook Shale	3874	-2255
		T.D.	4050	-2331

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	20	232	60/40 Poz	175	3%CC, 2%gel
Production	7 7/8	5 1/2	15.5	4046.54	Howco EA-2	150	10%salt, 1%gel
			5% CalSeal,	.6 of 1%Halad 322,	5#/sk		Gilsonite

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
4	3898 to 3903	250 gal 10% acetic 3898-3903
		500 gal 7 1/2% HCL, 1500 gal 6% HCL/
		1 1/2% HF 3898-3903

TUBING RECORD	Size <u>2 7/8</u>	Set At <u>4025.71</u>	Packer At <u>none</u>	Liner Run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumed Production, SWD or Inj.	Producing Method <input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)			
<u>10/09/93</u>				
Estimated Production Per 24 Hours	Oil Bbls. <u>50</u>	Gas Mcf <u>20</u>	Water Bbls. <u>250</u>	Gas-Oil Ratio <u>400</u> Gravity <u>34</u>

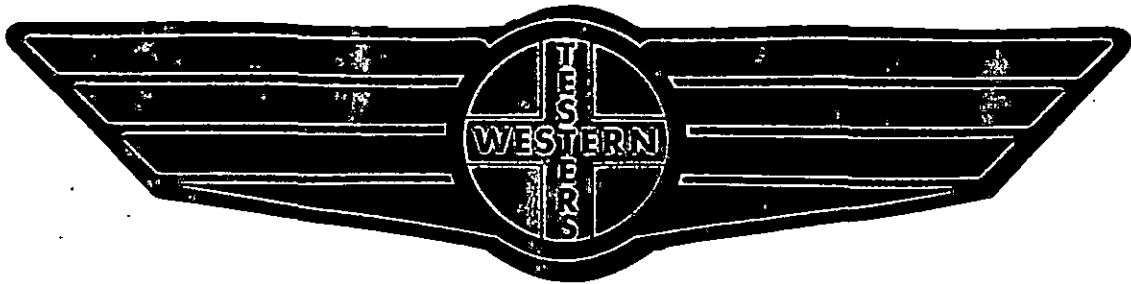
Disposition of Gas: Vented Sold Used on Lease (If vented, submit ACO-18.)

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

Production Interval: 3898-3903

ORIGINAL

FORMATION TEST REPORT



Home Office:

Wichita, Kansas 67201

P.O. Box 1599

Phone 1 - 80 - 688 - 7021

COMPANY PHILLIPS EXPLORATION CO LEASE & WELL NO. #1-20A CORNHILL SEC. 20 TWP. 34S RGE. 9W T15S R10E DATE

API #15-155-21286

DST REPORT

GENERAL INFORMATION

DATE : 9-10-93. TICKET : 19173
CUSTOMER : PHILLIPS EXPLORATION CO. LEASE : CONKLING
WELL : #1-20 A TEST: 2 GEOLOGIST: JIM PHILLIPS
ELEVATION: 1716 K.B. FORMATION: MISSISSIPPI
SECTION : 20 TOWNSHIP : 25S
RANGE : 9W COUNTY: RENO STATE : KS
GAUGE SN#: 10270 RANGE : 4150 CLOCK : 12

WELL INFORMATION

PERFORATION INTERVAL FROM: 3872.00 ft TO: 3917.00 ft TVD: 3917.0 ft
DEPTH OF SELECTIVE ZONE: TEST TYPE: OIL
DEPTH OF RECORDERS: 3876.0 ft 3879.0 ft
TEMPERATURE: 121.0

DRILL COLLAR LENGTH:	425.0 ft	I.D.:	2.200 in
WEIGHT PIPE LENGTH :	0.0 ft	I.D.:	0.000 in
DRILL PIPE LENGTH :	3427.0 ft	I.D.:	3.800 in
TEST TOOL LENGTH :	20.0 ft	TOOL SIZE :	5.500 in
ANCHOR LENGTH :	45.0 ft	ANCHOR SIZE:	5.500 in
SURFACE CHOKE SIZE :	0.750 in	BOTTOM CHOKE SIZE:	0.750 in
MAIN HOLE SIZE :	7.875 in	TOOL JOINT SIZE :	4.5XH
PACKER DEPTH:	3867.0 ft	SIZE:	6.630 in
PACKER DEPTH:	3872.0 ft	SIZE:	6.630 in
PACKER DEPTH:	0.0 ft	SIZE:	0.000 in
PACKER DEPTH:	0.0 ft	SIZE:	0.000 in

MUD INFORMATION

DRILLING CON. :	STERLING DRLG. #2	VISCOSITY :	58.00 cp
MUD TYPE :	CHEMICAL	WATER LOSS:	6.000 cc
WEIGHT :	8.800 ppg	SERIAL NUMBER:	
CHLORIDES :	3000 ppm	REVERSED OUT?:	NO
JARS-MAKE :			
DID WELL FLOW?:	NO		

COMMENTS

Comment

WEAK BUILDING TO A STRONG BLOW IN 9 MINUTES ON
INITIAL FLOW PERIOD. STRONG BLOW THROUGHOUT FINAL
FLOW PERIOD.

DST REPORT (CONTINUED)

FLUID RECOVERY

Feet of Fluid	% Oil	% Gas	% Water	% Mud	Comments
60.0	0.0	0.0	0.0	100.0	MUD
60.0	5.0	5.0	0.0	90.0	OIL & GAS CUT MUD
60.0	14.0	21.0	0.0	65.0	HEAVY OIL & GAS CUT MUD
0.0	0.0	0.0	0.0	0.0	2100 GAS ABOVE FLUID
0.0	0.0	0.0	0.0	0.0	

RATE INFORMATION

OIL VOLUME:	0.0536 STB		
GAS VOLUME:	0.4118 SCF		TOTAL FLOW TIME: 120.0000 min.
MUD VOLUME:	0.7193 STB		AVERAGE OIL RATE: 5.8899 STB/D
WATER VOLUME:	0.0000 STB		AVERAGE WATER RATE: 0.0000 STB/D
TOTAL FLUID :	0.7729 STB		

FIELD TIME & PRESSURE INFORMATION

INITIAL HYDROSTATIC PRESSURE: 1838.00

Description	Duration	p1	p End
INITIAL FLOW	30.00	93.00	93.00
INITIAL SHUT-IN	60.00		749.00
FINAL FLOW	90.00	104.00	114.00
FINAL SHUT-IN	120.00		769.00

FINAL HYDROSTATIC PRESSURE: 1827.00

OFFICE TIME & PRESSURE INFORMATION

INITIAL HYDROSTATIC PRESSURE: 1846.00

Description	Duration	p1	p End
INITIAL FLOW	30.00	92.00	92.00
INITIAL SHUT-IN	60.00		743.00
FINAL FLOW	90.00	107.00	115.00
FINAL SHUT-IN	60.00		701.00

FINAL HYDROSTATIC PRESSURE: 1823.00

PRESSURE TRANSIENT REPORT

GENERAL INFORMATION

DATE : 9-10-93	TICKET : 19173
CUSTOMER : PHILLIPS EXPLORATION CO.	LEASE : CONKLING
WELL : #1-20 A TEST: 2	GEOLOGIST: JIM PHILLIPS
ELEVATION: 1716 K.B.	FORMATION: MISSISSIPPI
SECTION : 20	TOWNSHIP : 25S
RANGE : 9W COUNTY: RENO	STATE : KS
GAUGE SN#: 10270 RANGE : 4150	CLOCK : 12

INITIAL FLOW

<u>Time (min)</u>	<u>Pressure</u>	<u>Delta P</u>
0.00	92.00	92.00
5.00	92.00	0.00
10.00	92.00	0.00
15.00	92.00	0.00
20.00	92.00	0.00
25.00	92.00	0.00
30.00	92.00	0.00

INITIAL SHUT IN

<u>Time (min)</u>	<u>Pressure</u>	<u>Delta P</u>	<u>Horner T</u>
3.00	109.00	109.00	0.00
6.00	172.00	63.00	0.00
9.00	233.00	61.00	0.00
12.00	289.00	56.00	0.00
15.00	343.00	54.00	0.00
18.00	393.00	50.00	0.00
21.00	441.00	48.00	0.00
24.00	488.00	47.00	0.00
27.00	526.00	38.00	0.00
30.00	563.00	37.00	0.00
33.00	594.00	31.00	0.00
36.00	628.00	34.00	0.00
39.00	651.00	23.00	0.00
42.00	672.00	21.00	0.00
45.00	686.00	14.00	0.00
48.00	701.00	15.00	0.00
51.00	714.00	13.00	0.00
54.00	724.00	10.00	0.00
57.00	734.00	10.00	0.00

PRESSURE TRANSIENT REPORT (CONTINUED)

INITIAL SHUT IN (CONTINUED)

<u>Time (min)</u>	<u>Pressure</u>	<u>Delta P</u>	<u>Horner T</u>
60.00	743.00	9.00	0.00

FINAL FLOW

<u>Time (min)</u>	<u>Pressure</u>	<u>Delta P</u>
0.00	107.00	107.00
5.00	107.00	0.00
10.00	107.00	0.00
15.00	107.00	0.00
20.00	107.00	0.00
25.00	107.00	0.00
30.00	107.00	0.00
35.00	108.00	1.00
40.00	108.00	0.00
45.00	108.00	0.00
50.00	108.00	0.00
55.00	109.00	1.00
60.00	110.00	1.00
65.00	110.00	0.00
70.00	111.00	1.00
75.00	112.00	1.00
80.00	113.00	1.00
85.00	114.00	1.00
90.00	115.00	1.00

FINAL SHUT IN

<u>Time (min)</u>	<u>Pressure</u>	<u>Delta P</u>	<u>Horner T</u>
3.00	135.00	135.00	0.00
6.00	199.00	64.00	0.00
9.00	251.00	52.00	0.00
12.00	305.00	54.00	0.00
15.00	355.00	50.00	0.00
18.00	402.00	47.00	0.00
21.00	447.00	45.00	0.00
24.00	497.00	50.00	0.00
27.00	525.00	28.00	0.00
30.00	553.00	28.00	0.00

PRESSURE TRANSIENT REPORT (CONTINUED)

FINAL SHUT IN (CONTINUED)

<u>Time (min)</u>	<u>Pressure</u>	<u>Delta P</u>	<u>Horner T</u>
33.00	577.00	24.00	0.00
36.00	603.00	26.00	0.00
39.00	624.00	21.00	0.00
42.00	638.00	14.00	0.00
45.00	654.00	16.00	0.00
48.00	665.00	11.00	0.00
51.00	678.00	13.00	0.00
54.00	687.00	9.00	0.00
57.00	694.00	7.00	0.00
60.00	701.00	7.00	0.00

ORIGINAL

STERLING DRILLING COMPANY

BOX 129
STERLING, KANSAS 67579
(316) 278-2131

SAMPLE LOG CONKLING # 1-20-A
API# 15-155-21286
Located: 50' South of C NE-SW, Section 20-25S-09W,
Reno County, Kansas

OWNER: PHILLIPS EXPLORATION COMPANY
ROTARY DRILLING CONTRACTOR: STERLING DRILLING COMPANY

COMMENCED; September 3, 1993
COMPLETED: September 12, 1993

TOTAL DEPTH; 4050' K.B. Driller
4047' K.B. Logger

LOG

0' - 74' Surface Soil and Sand
74' - 235' Red Bed
235' - 530' Shale and Red Bed
530' - 800' Red Bed
800' - 4050' Lime and Shale

CASING RECORD

Spud at 8:45 am, 9-3-93. Drilled 235' of 12 1/4" hole. Ran 5 joints of 8-5/8", 20# casing. 220.36' pipe set at 232' K.B. Cemented with 175 sacks of 60/40 Pozmix with 2% gel and 3% cc. Plug down at 1:45 pm, 9-03-93, by Allied Cementing Company with returns to surface.

Ran 97 joints New 5 1/2", 15.5# casing. Total of 4050' pipe set at 4046' K.B. Cemented with 150 sacks EA2 & 500 gal HOWCO mud flush. Plug down at 8:20pm, 9-12-93.

DEVIATION SURVEYS

1/4 degree at 235'; 1 degree at 4050'

RECEIVED
KANSAS CORPORATION COMMISSION
JAN 27 1994
CONSERVATION DIVISION
WICHITA, KS

Phone 913-483-2627, 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.

2883

Home Office P. O. Box 31

Russell, Kansas 67665

NEW

Date	9-3-92	Sec.	20	Twp.	25S	Range	9W	Called Out	9:20 AM	On Location	11:15 AM	Job Start	1:05 PM	Finish	1:30 PM
Lease	CANLING	Well No.	1-20A	Location	LANSDON 1/4 Sec 20E			County	NEO	State	KANSAS				

Contractor	STERING DRILL # 8	
Type Job	SURFACE	
Hole Size	12 1/4"	T.D. 235'
Csg.	8 7/8" 23#	Depth 235'
Tbg. Size		Depth
Drill Pipe		Depth
Tool		Depth
Cement Left in Csg.	20'	Shoe Joint
Press Max.	250#	Minimum 30#
Meas Line		Displace 88%
Perf.		

EQUIPMENT

Pumptrk	266	No.	Cementer	K. PRINGARD
			Helper	
Pumptrk		No.	Cementer	R. W. SEN
			Helper	
			Driver	
Bulktrk	222		Driver	

DEPTH of Job	235'
Reference:	1 PUMP CHARGE
	1 W/LEASE ON PUMP
	1 8 7/8" TOP WOOD PUG
	Sub Total
	Tax
	Total

Remarks: CEMENT DED (CIRCULATE)

Owner PHILLIPS EXPLORATION
 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 PHILLIPS EXPLORATION
 Street
 City State
 The above was done to satisfaction and supervision of owner agent or contractor.

Purchase Order No. X.V. Whitman 1300
CEMENT

Amount Ordered	1.75 cu 60:40:2 + 3% (COCI)
Consisting of	
Common	
Poz. Mix	
Gel.	
Chloride	
Quickset	
Handling	
Mileage	

Sub Total
 Total

RECEIVED
 KANSAS CORPORATION COMMISSION
 JAN 27 1994
 CONSERVATION DIVISION
 WICHITA, KS

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.