

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

API NO. 15-<sup>155-</sup>213730000 ORIGINAL

Operator: License # 31229

Name: DLB Oil & Gas, Inc

Address 1601 N.W. Expressway

Suite 700

City/State/Zip OKC OK 73118-1401

Purchaser: N/A

Operator Contact Person: Stephen Adams

Phone (405) 848-8808

Contractor: Name: White & Ellis Frilling, Inc

License: 5420

Wellsite Geologist: Joe Baker

Designate Type of Completion

New Well  Re-Entry  Workover

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

If Workover:

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. \_\_\_\_\_

1/6/96 1/12/96 1/13/96  
Spud Date Date Reached TD Completion Date

County Reno  
NW-SW-SW Sec. 15 Twp. 23 Rge. 8  <sup>E</sup>W  
1100' Feet from SN (circle one) Line of Section  
600' Feet from EW (circle one) Line of Section

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

Lease Name Ehling Well # 15-13

Field Name Wildcat

Producing Formation None

Elevation: Ground 1651 KB 1656

Total Depth 3790' PBDT \_\_\_\_\_

Amount of Surface Pipe Set and Cemented at 224' 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 DAA JH 8-5-96  
(Data must be collected from the Reserve Pit)

Chloride content 3100 ppm Fluid volume 8800 bbls

Dewatering method used evaporation

Location of fluid disposal if hauled offsite: \_\_\_\_\_

Operator Name N/A/

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, 130 S. Market - Room 2078, 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 Vice President, Operations Date 7/24/96

Subscribed and sworn to before me this 24th day of July, 1996.

Notary Public Robin Morton

Date Commission Expires 6/3/97

RECEIVED  
KANSAS CORPORATION COMMISSION

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)

JUL 25 1996  
7-25-96  
CONSERVATION DIVISION  
WICHITA, KS

Operator Name DLB Oil & Gas, Inc Lease Name Ehling Well # 15-13  
 Sec. 15 Twp. 235 Rge. 8  East County Reno  
 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.)  
 List All E.Logs Run:  
 IND, DENS, NEUT, MICROLOG

Name	Top	Datum
Heebner	2956	
Lansing	3147	
Miss	3670	
Kinderhook Shale	3728	

CASING RECORD <input 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	23#	224'	60/40 poz	195	2%gel 4% 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				

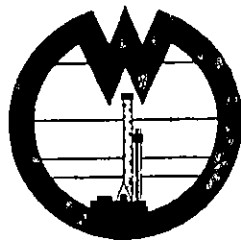
Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type		Acid, Fracture, Shot, Cement Squeeze Record	
	Specify Footage of Each Interval Perforated		Amount and Kind of Material Used	Depth

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

Production Interval  Other (Specify) \_\_\_\_\_



ORIGINAL

# WHITE

AND ELLIS DRILLING, Inc.

15-155-21373

## DRILLERS LOG

Operator: DLB Oil & Gas, Inc.  
1601 NW Expressway - #700  
Oklahoma City, OK 73118-1401

Contractor: White & Ellis Drilling, Inc.  
P. O. Box 48848  
Wichita, KS 67201-8848

Lease Name Ehling Well No. 15-13  
1100' FSL &  
Spot 600' FWL SW/4 Section 15 Township 23S Range 8W  
County Reno State Kansas

### Casing Record:

Surface: 8 5/8" @ 224' with 195

Production: \_\_\_\_\_ @ \_\_\_\_\_ with \_\_\_\_\_

Type Well: D & A Total Depth 3790'

Drilling Commenced: 1-6-96 Drilling Completed: 1-12-96

<u>Formation</u>	<u>From</u>	<u>To</u>	<u>Tops</u>	
Cellar	0	5	Heebner/Lansing	2965
Clay & Sand	5	225	Kansas City	3240
Red Bed	225	500	KC/Cherokee	3535
Shale & Sand	500	1170	Cher/Miss/	
Shale & Red Bed	1170	1505	Kinderhook	3643
Shales	1505	2060	Miss/Kinderhook	3737
Shales & Lime	2060	2345		
Shales	2345	2565		
Shale & Lime	2565	2800		
Lime & Shale	2800	3790		

RECEIVED  
KANSAS CORPORATION COMMISSION

JUL 25 1996

CONSERVATION DIVISION  
WICHITA, KS

\*DRPRIH\*  
4/30/96  
9:33:17 AM

DLB OIL & GAS, INC.  
DRILLING REPORTS BY LEASE - CUMULATIVE

PAGE 1

ORIGINAL

15-155-21373

DLB OIL & GAS, INC. Operated

309060      EHLING #15-13  
OPERATOR:   DLB OIL & GAS, INC.  
LOCATION:     1100 FSL 600 FWL  
              NW/4 SW/4 SW/4  
SECTION:    15 -23S -8W  
              S/2 N/2 SW/4 & S/2 SW/4  
COUNTY:    OTTAWA  
PROPOSED TD: 3800'  
FORMATION:  MISSISSIPPI CHAT TEST  
ELEVATION:  
CONTRACTOR:

01/07/96 Spud @ 8 PM 1/6/96. WOC @ 225'. 225'/1 1/4 hrs. Mud wt 9.1, Vis 42. Bit #1 cut a total of 225'/1 1/4 hrs. Dev. survey 1/2 degree @ 225'. Drlg 1 1/4 hrs, Trip 1 1/2 hrs, Circ 1/2 hr, Rig repair 1/4 hr, Jetting 1 1/4 hrs, RU 13 hrs, WOC 5 1/2 hrs, Cmt 1/2 hr, Survey 1/4 hr. TIH w/5 jts 8 5/8" 23# J-55. Set @ 224'. Allied pumped 195 sx 60/40 poz, 2% gel, 4% CC.

01/08/96 Drlg @ 1505'. 1280'/15 1/2 hrs. Shale. Bit #2 cut a total of 1280'/15 1/2 hrs. Mud wt 9.7, Vis 28. Drlg 15 1/2 hrs, Trip 1/4 hr, Rig service 3/4 hr, Rig repair 1 hr, Jetting & Conn 4 hrs, WOC 2 1/2 hrs.

01/09/96 Drlg @ 2345'. 840'/20 3/4 hrs. Shale. Bit #2 cut a total of 2120'/36 1/4 hrs. Mud wt 9.7. Drlg 20 3/4 hrs, Rig service 3/4 hr, Jetting 2 1/2 hrs.

01/10/96 Drlg @ 2965'. 620'/18 hrs. Lime & Shales. Bit #2 cut a total of 2740'/54 1/4 hrs. Mud wt 9, Vis 40, Gels 9/15, WL 12, pH 11, Cl 9000, Solids 4%. Drlg 18 hrs, Rig service 3/4 hr, Rig repair 3/4 hr, Jetting 4 1/2 hrs.

01/11/96 Drlg @ 3535'. 570'/21 1/2 hrs. Kansas City. Bit #2 cut a total of 3310'/75 3/4 hrs. Mud wt 9.1, Vis 52, Gels 10/28, WL 7.6, pH 11, Cl 8000, Solids 5.1%. Drlg 21 1/2 hrs, Rig service 3/4 hr, Jetting 1 3/4 hrs.

01/12/96 TD @ 3790'. Coming out for log. 255'/15 1/4 hrs. Kinderhook Shale. Bit #2 cut a total of 3565'/91 hrs. Mud wt 9.1, Vis 62, Gels 10/28, WL 8, pH 10.5, Cl 8000, Solids 5.3%. Dev. survey 1 1/4 degrees @ 3790'. Drlg 15 1/4 hrs, Trip 3 hrs, Circ 4 1/2 hrs, Rig service 3/4 hr, Jetting 1/4 hr, Company time 7 3/4 hrs, Survey 1/4 hr.

01/13/96 Set rig off hole. Trip 1/4 hr, Company time 6 1/4 hrs, Logging 4 hrs, WOC 2 hrs, plugged hole 3 hrs. 35 sx @ 1250'; 35 sx @ 700'; 35 sx @ 275'; 35 sx @ 60'; 10 sx mousehole, 15 sx rathole; 10 sx water well.

TIGHT HOLE  
INFORMATION REGARDING THIS WELL IS TO BE CONSIDERED CONFIDENTIAL. PLEASE DO NOT RELEASE DATA TO ANYONE.

RECEIVED  
KANSAS CORPORATION COMMISSION

JUL 25 1996

CONSERVATION DIVISION  
WICHITA, KS

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

SERVICE POINT:

West Bend  
1-7-96

DATE <u>1-6-96</u>	SEC <u>15</u>	TWP <u>23</u>	RANGE <u>8</u>	CALLED OUT <u>8:30am</u>	ON LOCATION <u>10:30am</u>	JOB START <u>1:00pm</u>	JOB FINISH <u>2:00pm</u>
LEASE <u>Elling</u>	WELL # <u>#15-13</u>	LOCATION <u>4th St. Rd + 14 Hwy 1w 3/5 E/S</u>			COUNTY <u>Reno</u>	STATE <u>K.Sa</u>	

~~OLD~~ OR NEW (Circle one)

**ORIGINAL**

CONTRACTOR White + Ellis Drilling Rig #8  
 TYPE OF JOB Surface pipe job  
 HOLE SIZE 12" T.D. 22.5"  
 CASING SIZE 6 3/8 Nipple DEPTH 22.4"  
 TUBING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_  
 DRILL PIPE \_\_\_\_\_ DEPTH \_\_\_\_\_  
 TOOL \_\_\_\_\_ DEPTH \_\_\_\_\_  
 PRES. MAX 100' MINIMUM \_\_\_\_\_  
 MEAS. LINE 209' SHOE JOINT \_\_\_\_\_  
 CEMENT LEFT IN CSG. 1.5"  
 PERFS. Displace meat 13.4 bbl

OWNER Same CEMENT

AMOUNT ORDERED  
195 @ 4.20 = 819.00

COMMON	<u>117</u>	@	<u>6.10</u>	<u>713.70</u>
POZMIX	<u>78</u>	@	<u>3.15</u>	<u>245.70</u>
GEL	<u>4</u>	@	<u>9.50</u>	<u>38.00</u>
CHLORIDE	<u>8</u>	@	<u>28.00</u>	<u>224.00</u>
		@		
		@		
		@		
		@		
		@		
HANDLING	<u>195</u>	@	<u>1.05</u>	<u>204.75</u>
MILEAGE	<u>50</u>			<u>390.00</u>

TOTAL \$1816.15

**EQUIPMENT**

PUMP TRUCK CEMENTER Mike M  
 # 120 HELPER Duane S.  
 BULK TRUCK  
 # \_\_\_\_\_ DRIVER \_\_\_\_\_  
 BULK TRUCK  
 # 311 DRIVER Bob W.

**REMARKS:**

**SERVICE**

Circulate Hole with Rig mud pump  
Mix cement + Release the plug  
Displace plug down with water  
Cement did circulate to surface

DEPTH OF JOB	<u>22.4"</u>		
PUMP TRUCK CHARGE			<u>445.00</u>
EXTRA FOOTAGE		@	
MILEAGE	<u>50</u>	@	<u>2.35</u> <u>117.50</u>
PLUG <u>1-8" wooden plug</u>		@	<u>45.00</u> <u>45.00</u>
		@	
		@	

TOTAL \$607.50

CHARGE TO: D.L.B. Oil + Gas Inc  
 STREET 1601 NW Expressway Suite 700  
 CITY Oklahoma City STATE Oklahoma ZIP 73118-1401  
405-848-8808

**FLOAT EQUIPMENT**

	@	
	@	
	@	
	@	
	@	

TOTAL \_\_\_\_\_

*Thank you  
Allied Cementing Co Inc  
Mike + Duane + Bob*

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.

SIGNATURE Shelby Stone

TAX -0-  
 TOTAL CHARGE \$2423.65  
 DISCOUNT \$484.73 IF PAID IN 30 DAY:

Net \$1938.92

RECEIVED  
KANSAS CORPORATION COMMISSION

JUL 25 1996

CONSERVATION DIVISION  
WICHITA, KS

# ALLIED CEMENTING CO., INC.

0004

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

ORIGINAL

SERVICE POINT:

Med. Lodge Ks.

DATE <u>1-12-96</u>	SEC. <u>15</u>	TWP. <u>23S</u>	RANGE <u>8W</u>	CALLED OUT <u>1:30</u>	ON LOCATION <u>4:30</u>	JOB START <u>4:50</u>	JOB FINISH <u>7:45</u>
LEASE <u>2k Long</u>	WELL # <u>15-13</u>	LOCATION <u>Hwy 50 J of ARKINGTON #N, 1W, 14N, E/S</u>			COUNTY <u>KEO</u>	STATE <u>KANSAS</u>	
OLD OR <u>NEW</u> (Circle one)							

CONTRACTOR W+E Rigs # 8  
 TYPE OF JOB Rotary Plug  
 HOLE SIZE 7 7/8" T.D. 3790  
 CASING SIZE 8 5/8" DEPTH  
 TUBING SIZE DEPTH  
 DRILL PIPE 4 1/2" DEPTH 1250  
 TOOL DEPTH  
 PRES. MAX MINIMUM  
 MEAS. LINE SHOE JOINT  
 CEMENT LEFT IN CSG.  
 PERFS.

OWNER D.L.B. OIL & GAS INC  
CEMENT

AMOUNT ORDERED 165 60/40 4% GEL

COMMON	<u>99</u>	@	<u>6.10</u>	<u>603.90</u>
POZMIX	<u>66</u>	@	<u>3.15</u>	<u>207.90</u>
GEL	<u>6</u>	@	<u>9.50</u>	<u>57.00</u>
CHLORIDE		@		
		@		
		@		
		@		
		@		
		@		
HANDLING	<u>165</u>	@	<u>1.05</u>	<u>173.25</u>
MILEAGE	<u>165 x 50</u>		<u>.04</u>	<u>330.00</u>

TOTAL \$1372.05

EQUIPMENT

PUMP TRUCK CEMENTER Neal Rupp  
 #237 HELPER JUSTIN HART  
 BULK TRUCK  
 #242 DRIVER John Kelley  
 BULK TRUCK  
 # DRIVER

REMARKS:

1st Plug @ 1250 35 SK  
2nd Plug @ 700 35 SK  
3rd Plug @ 275 35 SK  
4th Plug @ 60 35 SK + Wooden Plug  
Kathole 15 SK  
Mouthhole 10 SK  
WATERWELL 10 SK

SERVICE

DEPTH OF JOB	<u>1250</u>			
PUMP TRUCK CHARGE				<u>445.00</u>
EXTRA FOOTAGE		@		
MILEAGE	<u>50</u>	@	<u>2.35</u>	<u>117.50</u>
PLUG Dry Plug <u>8 5/8"</u>	<u>1</u>	@	<u>23.00</u>	<u>23.00</u>
		@		<u>23.00</u>
		@		

TOTAL \$585.50

CHARGE TO: D.L.B. OIL & GAS INC.  
 STREET 1601 N.W. EXPRESS WAY SUITE 700  
 CITY OKLAHOMA CITY STATE OKLA ZIP 73118

FLOAT EQUIPMENT

		@		
		@		
		@		
		@		
		@		

TOTAL

RECEIVED  
KANSAS CORPORATION COMMISSION

JUL 25 1996

CONSERVATION DIVISION  
WICHITA, KS

TAX \_\_\_\_\_  
 TOTAL CHARGE \$1957.55  
 DISCOUNT \$391.51 IF PAID IN 30 DAYS  
 NET \$1566.04

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.

SIGNATURE X Jay Cloud

## 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.