

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form ACO-1
September 1999
Form Must Be Typed

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

ORIGINAL

Operator: License # 31160
Name: Phillips Exploration Company L.C.
Address: 2338 Bromfield Circle
City/State/Zip: Wichita, KS 67226
Purchaser: _____
Operator Contact Person: James B. Phillips
Phone: (316) 687-9983
Contractor: Name: Sterling Drilling Company Inc.
License: 5142
Wellsite Geologist: James B. Phillips

Designate Type of Completion:
____ New Well ____ Re-Entry ____ Workover
____ Oil ____ SWD ____ SLOW ____ Temp. Abandoned
____ Gas ____ ENHR ____ SIGW
 Dry ____ Other (Core, WSW, Expl., Cathodic, etc)

If Workover/Re-entry: Old Well Info as follows:
Operator: _____
Well Name: _____

Original Comp. Date: _____ Original Total Depth: _____
____ Deepening ____ Re-perf. ____ Conv. to Enhr./SWD
____ Plug Back ____ Plug Back Total Depth
____ Commingled Docket No. _____
____ Dual Completion Docket No. _____
____ Other (SWD or Enhr.?) Docket No. _____
10/1/99 6/7/99
Spud Date or Date Reached TD Completion Date or Recompletion Date

API No. 15-155214350000
County: Reno
SE SW SW Sec. 19 Twp. 23 S. R. 7 East West
210 540' FSL feet from SE / N (circle one) Line of Section
180 810 FWL feet from SE / W (circle one) Line of Section

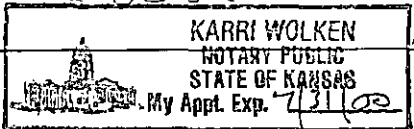
Footages Calculated from Nearest Outside Section Corner:
(circle one) NE SE NW SW
Lease Name: Bostick 1-19 Well #: _____
Field Name: Salt Creek
Producing Formation: _____
Elevation: Ground: 1602 Kelly Bushing: 1611
Total Depth: 3825 Plug Back Total Depth: _____
Amount of Surface Pipe Set and Cemented at 231' w/ 200 sx 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 Part 1 DPW 6-14-00
(Data must be collected from the Reserve Pit)
Chloride content 10000 ppm Fluid volume 800 bbls
Dewatering method used evaporation & hauling
Location of fluid disposal if hauled offsite: _____
Operator Name: C&C Tank Service
Lease Name: Roach SWD License No.: 30708
Quarter SW Sec. 14 Twp. 23 S. R. 9 East West
County: Reno Docket No.: 22208

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 of 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: President Date: 11/15/99
Subscribed and sworn to before me this 15th day of November, 1999.
Notary Public: [Signature]
Date Commission Expires: _____



KCC Office Use ONLY
 Letter of Confidentiality Attached
 If Denied, Yes Date: 4-12-00 DPW
 Wireline Log Received
____ Geologist Report Received
____ UIC Distribution

X

15-155-21435-0000 ORIGINAL

Operator Name: Phillips Exploration Co, L.C. Lease Name: Bostick Well #: 1-19

Sec. 19 Twp. 23 S. R. 7 East West County: Reno

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all final copies of drill stems 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 test, along with final chart(s). Attach extra sheet if more space is needed. Attach copy of all Electric Wireline Logs surveyed. Attach final geological well site report.

<p>Drill Stem Tests Taken <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Attach Additional Sheets)</i></p> <p>Samples Sent to Geological Survey <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Cores Taken <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Submit Copy)</i></p> <p>List All E. Logs Run: Dual Induction, Density, Sonic</p>	<p><input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Name</td> <td style="width: 15%;">Top</td> <td style="width: 15%;">Datum</td> </tr> <tr> <td>Heebner</td> <td>2904</td> <td>-1293</td> </tr> <tr> <td>Lansing</td> <td>3096</td> <td>-1485</td> </tr> <tr> <td>Mississippi</td> <td>3660</td> <td>-2049</td> </tr> </table>	Name	Top	Datum	Heebner	2904	-1293	Lansing	3096	-1485	Mississippi	3660	-2049
Name	Top	Datum											
Heebner	2904	-1293											
Lansing	3096	-1485											
Mississippi	3660	-2049											

CASING RECORD <input type="checkbox"/> New <input checked="" 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	# Sacs Used	Type and Percent Additives
Surface	12 1/4	8 5/8	20 #	231	Class A	200sx	60/40 poz

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 <i>(Amount and Kind of Material Used)</i>	Depth

TUBING RECORD	Size	Set At	Packer At	Liner Run <input type="checkbox"/> Yes <input type="checkbox"/> No
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Date of First, Resumerd Production, SWD or Enhr.	Producing Method <input type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other <i>(Explain)</i>
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Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity
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Disposition of Gas Vented Sold Used on Lease *(If vented, Sumit ACO-18.)*

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

Production Interval _____

ORIGINAL

15-155-21435-0000

Sterling Drilling Company, Rig #4

Box 1006, Pratt, Kansas 67124-1006
Office Phone (316) 672-9508, Fax 672-9509

SAMPLE LOG

Bostick 1-19

LOCATION:	210' N & 180' W of Se Sw Sw	Section 19	T 23s	R 7w
API:	15-155-214350000	Reno County, Kansas		

OWNER: Phillips Exploration Company, LC
CONTRACTOR: Sterling Drilling Company, Rig #4

COMMENCED: 06/01/99
COMPLETED: 06/07/99

TOTAL DEPTH:	DRILLER	3825	FEET
	LOGGER	3825	FEET

Ground Elevation: 1602
KB Elevation: 1611

LOG

0 -	38 FEET	Top Soil and Sand
38 -	1340 FEET	Redbeds Salt and Ahnydrite
1340 -	3825 FEET	Limestone, Shale and Dolomite

RECEIVED
KANSAS CORPORATION COMMISSION

APR 04 2000

CONSERVATION DIVISION
WICHITA, KS

CASING RECORDS

Spud @ 1:30 pm on 06-01-99. Drilled 12-1/4" hole to 245'. Ran 6 joints of 8-5/8" surface casing 231.40' set at 243' KB. Cemented with 200 sacks 60/40 Poz, 2% Gel, 4% CC. Plug down at 6:45 pm on 06-01-99 by Allied. Good returns. Ticket # 2611.

Plugged well as follows:

Heavy mud from 3825' to 1275' then 35 sacks, then heavy mud to 700' then 35 sacks, then heavy mud to 300' then 35 sacks, then heavy mud to 60' then 25 sacks. Plugged rathole with 15 sacks and mousehole with 10 sacks all using 60/40 Poz, 6% Gel. Started plugging at 2:15am and finished at 4:30am on 6/7/99. Allied, # 2563.

DEVIATION SURVEYS

1/4 degree(s) at	245	feet
3/4 degree(s) at	3490	feet
3/4 degree(s) at	3825	feet

ALLIED CEMENTING CO., INC.

2611

Federal Tax I.D.# 48-0727860

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

15-155-214350000

SERVICE POINT:

ORIGINAL

St Bend

DATE <u>6-1-99</u>	SEC. <u>19</u>	TWP. <u>23</u>	RANGE <u>7</u>	CALLED OUT <u>1:30 PM</u>	ON LOCATION <u>3:30 PM</u>	JOB START <u>6:00 PM</u>	JOB FINISH <u>6:45 PM</u>
LEASE <u>Bostick</u>		WELL # <u>1-19</u>		LOCATION <u>4th St Rd. 14 jct. 3E, 2S, 3/4W, N/5</u>		COUNTY <u>Reno</u>	STATE <u>Ka</u>
OLD OR <u>NEW</u> (Circle one)							

CONTRACTOR Stirling Dalg #4

TYPE OF JOB Surface

HOLE SIZE 12 1/4" T.D. 246'

CASING SIZE 8 5/8" (used 20') DEPTH 246'

TUBING SIZE _____ DEPTH _____

DRILL PIPE _____ DEPTH _____

TOOL _____ DEPTH _____

PRES. MAX _____ MINIMUM _____

MEAS. LINE _____ SHOE JOINT _____

CEMENT LEFT IN CSG. 15'

PERFS. _____

DISPLACEMENT 15 bbls

EQUIPMENT

PUMP TRUCK CEMENTER Tom D - Jayson D.

181 HELPER Bob B

BULK TRUCK _____

342 DRIVER Rick W.

BULK TRUCK _____

_____ DRIVER _____

OWNER Same

CEMENT

AMOUNT ORDERED 200 lbs 60/40, 42 cc, 290 Mel,

COMMON	<u>120</u>	@	<u>6.35</u>	<u>762.00</u>
POZMIX	<u>80</u>	@	<u>3.25</u>	<u>260.00</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>200</u>	@	<u>1.05</u>	<u>210.00</u>
MILEAGE	<u>45</u>			<u>360.00</u>

TOTAL \$ 1854.00

REMARKS:

Ran 246' of 8 5/8" csg. Broke circulation

Mixed 200 lbs 60/40, 42 cc, 290 Mel.

Released Plug. Displaced with fresh #30.

Cement did circulate

Thanks

SERVICE

DEPTH OF JOB 246'

PUMP TRUCK CHARGE _____ 470.00

EXTRA FOOTAGE _____ @ _____

MILEAGE 45 @ 2.85 128.25

PLUG 1-8 5/8" wooden @ 45.00 45.00

_____ @ _____

_____ @ _____

TOTAL \$ 643.25

CHARGE TO: Phillips Exploration Co, Lc.

STREET 2338 Broomfield Circle

CITY Wichita STATE Ks ZIP 67226

RECEIVED FLOAT EQUIPMENT
KANSAS CORPORATION COMMISSION

APR 04 2000 @ _____

_____ @ _____

CONSERVATION DIVISION @ _____

WICHITA KS @ _____

_____ @ _____

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.

Thank you!

SIGNATURE K.L. Thompson

TOTAL _____

TAX -0-

TOTAL CHARGE \$ 2497.25

DISCOUNT \$ 499.45 IF PAID IN 30 DAYS

Kenneth Thompson
PRINTED NAME

Net \$ 1997.80

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.

ALLIED CEMENTING CO., INC. 2563

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

15-155-21435-0000

ORIGINAL
SERVICE POINT:

Great Bend

DATE <u>6-7-99</u>	SEC. <u>19</u>	TWP. <u>23</u>	RANGE <u>7</u>	CALLED OUT <u>10:00 PM</u>	ON LOCATION <u>12:00 AM</u>	JOB START <u>2:00 AM</u>	JOB FINISH <u>4:30 AM</u>
LEASE <u>Bootick</u>		WELL # <u>1-19</u>	LOCATION		COUNTY <u>Renos</u>	STATE <u>Kansas</u>	

OLD OR (NEW) (Circle one)

CONTRACTOR Stirling Drilling
 TYPE OF JOB Rotary Plug
 HOLE SIZE 7 7/8 T.D. 3825'
 CASING SIZE _____ DEPTH _____
 TUBING SIZE _____ DEPTH _____
 DRILL PIPE 4 1/2 x HOLE DEPTH 1275'
 TOOL _____ DEPTH _____
 PRES. MAX _____ MINIMUM _____
 MEAS. LINE _____ SHOE JOINT _____
 CEMENT LEFT IN CSG. _____
 PERFS. _____

OWNER Same
 CEMENT

AMOUNT ORDERED 155 AX 60/40 4% GEL

COMMON	<u>93 AX</u>	@	<u>6.35</u>	<u>590.55</u>
POZMIX	<u>62 AX</u>	@	<u>3.25</u>	<u>201.50</u>
GEL	<u>5 AX</u>	@	<u>9.50</u>	<u>47.50</u>
CHLORIDE		@		
		@		
		@		
		@		
		@		
		@		
		@		
HANDLING	<u>155 AX</u>	@	<u>1.05</u>	<u>162.75</u>
MILEAGE x	<u>45</u>			<u>279.00</u>

EQUIPMENT

Y.B.
 PUMP TRUCK CEMENTER J.D. Drilling
 # 181 HELPER Jim Dickson
 BULK TRUCK
 # 342 DRIVER Rick Weiser
 BULK TRUCK
 # _____ DRIVER _____

TOTAL # 1281.30

REMARKS:

Safety meeting, Rig up truck,
1st - 35 AX - 1275'
2nd - 35 AX - 700'
3rd - 35 AX - 300'
4th - 35 AX - 60' + 8 3/8 wooden plug
15 AX in rat holes
10 AX in mouse holes

SERVICE

DEPTH OF JOB 1275'
 PUMP TRUCK CHARGE _____ 470.00
 EXTRA FOOTAGE _____ @ _____
 MILEAGE x 45 @ 2.85 128.25
 PLUG 1-8 3/8 wooden @ 23.00 23.00
Dry HOLE @ _____
 @ _____

TOTAL # 621.25

CHARGE TO: Phillips Exploration Co.
 STREET 2338 Broomfield Circle
 CITY Wichita STATE Ka ZIP 67226

THANK YOU.

RECEIVED FLOAT EQUIPMENT
 KANSAS CORPORATION COMMISSION

APR 07 2000 @ _____
 @ _____
 @ _____
 CONSERVATION DIVISION @ _____
 WICHITA, KS @ _____

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 # 1902.55
 DISCOUNT # 380.51 IF PAID IN 30 DAYS

Net \$1522.04

SIGNATURE X K.L. Thompson

X PRINT NAME - Kenneth Thompson

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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.

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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:

(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.

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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.

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(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.