

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

API No. 15-09521744-0000

County Kingman County, Kansas

C-W/2 - E/2 - SE Sec. 21 Twp. 29S Rge. 7 XX<sup>E</sup>

1465 Feet from S/N (circle one) Line of Section

1070 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 Graber "B" Well # 1

Field Name Spivey-Grabs-Basil

Producing Formation \_\_\_\_\_

Elevation: Ground 1539 KB 1547

Total Depth 4517' PBDT 4500'

Amount of Surface Pipe Set and Cemented at 275 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 AH-1,7-8-98 uc  
(Data must be collected from the Reserve Pit)

Chloride content 20,000 ppm Fluid volume 240 bbls

Dewatering method used Hauled Offsite

Location of fluid disposal if hauled offsite:

Operator Name Messenger Petroleum

Lease Name Nicholas SWD License No. 4706

Quarter 20 Sec. 20 Twp. 30S S Rng. 8W E/W

County Kingman Docket No. D-27, 434

Operator: License # 6236

Name: MTM Petroleum, Inc.

Address P.O. Box 82

City/State/Zip Spivey, Kansas 67142-0082

Purchaser: \_\_\_\_\_

Operator Contact Person: Marvin Miller

Phone ( 316 ) 532-3794

Contractor: Name: Duke Drilling Co., Inc.

License: 5929

Wellsite Geologist: Jerry Smith

Designate Type of Completion  
 New Well  Re-Entry  Workover

Oil  SWD  SLOW  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  PBDT  
 Commingled Docket No. \_\_\_\_\_  
 Dual Completion Docket No. \_\_\_\_\_  
 Other (SWD or Inj?) Docket No. \_\_\_\_\_

02-09-98 02-17-98 04-07-98  
Spud Date Date Reached TD Completion Date

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 Marvin Miller

Title Marvin A. Miller, President Date 5-26-98

Subscribed and sworn to before me this 26th day of May, 19 98.

Notary Public Kathy Hill

Date Commission Expires 01-04-99

K.C.C. OFFICE USE ONLY		
F	<input type="checkbox"/>	Letter of Confidentiality Attached
C	<input checked="" type="checkbox"/>	Wireline Log Received
C	<input checked="" type="checkbox"/>	Geologist Report Received
Distribution		
<input checked="" type="checkbox"/>	KCC	<input type="checkbox"/> SLD/Rep
<input type="checkbox"/>	KGS	<input type="checkbox"/> Plug
<input type="checkbox"/>		<input type="checkbox"/> NGPA
		<input type="checkbox"/> Other (Specify)

**KATHY HILL**  
Notary Public - State of Kansas  
My Appt. Expires 01-04-99

RECEIVED  
MAY 27 1998  
05-02-98  
OIL & GAS CONSERVATION DIVISION  
Wichita, Kansas

Operator Name MTM Petroleum, Inc. Lease Name Grab "B" Well # 1  
Sec. 21 Twp. 29 Rge. 7  East  West  
County Kingman County, Kansas

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.)

Name	Formation (Top)	Depth	Datum	Sample
Heebner SH.	3097	(-1550)	3103	
Lansing	3328	(-1781)	3335	
B./Kansas City	3825	(-2278)	3834	
Mississippian	4103	(-2556)	4109	
Kinderhook SH.	4383	(-2836)	4390	
Chattanooga	4470	(-2923)	4477	
Simpson	4501	(-2954)	4508	

List All E.Logs Run:  
Dual Induction Laterlog  
Compensated Density Dual Spaced Neutron Log  
Computer Analyzed Log

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	# Sacks Used	Type and Percent Additives
Surface	12-1/4"	8-5/8"	24#	275'	60/40 Poz	175	3%cc 2%gel
Production	7-7/8"	4-1/2"	10.5#	4350'	ASC	125	5# KolSeal

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
4	4104' to 4109'	25# Delta Frac	4110'

TUBING RECORD		Size	Set At	Packer At	Liner Run			
		2 3/8"	4132'		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Date of First, Resumed Production, SWD or Inj.		Producing Method						
5-18-98		<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	Bbls.	Gas	Mcf	Water	Bbls.	Gas-Oil Ratio	Gravity
	4		40		60		10:1	

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: 4104-4109'

ALLIED CEMENTING CO., INC.

5867

RECEIVED  
1998 JUN 24 A 11:50

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

SERVICE POINT:  
med lodge

DATE 2-9-98	SEC. 4	TWP. 21S	RANGE 7W	CALLED OUT 4:00PM	ON LOCATION 5:30AM	JOB START 10:00AM	JOB FINIS 11:00AM
LEASE Graber	WELL.# B #2	LOCATION Rago Jct #14			COUNTY Kingman	STATE KS	

OLD OR NEW (Circle one)

CONTRACTOR Duke Drq. #1

TYPE OF JOB Surface Csg

HOLE SIZE 12 1/4 T.D. 277

CASING SIZE 8 5/8 x 24 DEPTH 276

TUBING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_

DRILL PIPE 4 1/2 x hole DEPTH 277

TOOL \_\_\_\_\_ DEPTH \_\_\_\_\_

PRES. MAX 200 MINIMUM 100

MEAS. LINE \_\_\_\_\_ SHOE JOINT \_\_\_\_\_

CEMENT LEFT IN CSG. 15 ft.

PERFS. \_\_\_\_\_

OWNER M.T.M. Petroleum  
CEMENT

AMOUNT ORDERED 175 SXS. 60/40  
3% CaCl<sub>2</sub> + 2% Gel

COMMON A 105 @

POZMIX 70 @

GEL 3 @

CHLORIDE 6 @

\_\_\_\_\_ @

\_\_\_\_\_ @

\_\_\_\_\_ @

\_\_\_\_\_ @

\_\_\_\_\_ @

HANDLING 175 @

MILEAGE 175 x 4.5

EQUIPMENT

PUMP TRUCK CEMENTER Arny Drelling

# 266 HELPER Justin Hart

BULK TRUCK

# 301 DRIVER John Kelley

BULK TRUCK

# \_\_\_\_\_ DRIVER \_\_\_\_\_

REMARKS:

SERVICE

Mix + Pump 175 SXS 60/40 / 2% Gel

3% CaCl<sub>2</sub> Displace Plug w/

16 3/4 Bds. Fresh H<sub>2</sub>O. Shot In

Cement Lin to Surface

DEPTH OF JOB 276'

PUMP TRUCK CHARGE 0.300

EXTRA FOOTAGE \_\_\_\_\_ @

MILEAGE 4.5 @

PLUG Wooden 8 5/8" @

\_\_\_\_\_ @

\_\_\_\_\_ @

CHARGE TO: Duke Drq. Co.

STREET Box 823

CITY Grant STATE Ks ZIP 67530

Band

FLOAT EQUIP

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 \_\_\_\_\_

TOT \_\_\_\_\_

R \_\_\_\_\_

SIGNATURE \_\_\_\_\_

Date 2-18-98 District Medicine Lodge Ticket No. 5841  
 Company MTM Petroleum Rig Duke #1  
 Lease Grabber Well No. 1  
 County Kingman State KS  
 Location RABO Tr + 34 N Field 21-29-7

CASING DATA: PTA  Squeeze   
 Surface  Intermediate  Production  Liner   
 Size 4 3/4 Type \_\_\_\_\_ Weight 105 Collar \_\_\_\_\_

Casing Depths: Top 18 Bottom 4250

Drill Pipe: Size 4 1/2 Weight 16.60 Collars \_\_\_\_\_  
 Open Hole: Size 1 3/4 T.D. \_\_\_\_\_ ft. P.B. to \_\_\_\_\_ ft.

**CAPACITY FACTORS:**

Casing: Bbls/Lin. ft. 0.159 Lin. ft./Bbl. 62.70  
 Open Holes: Bbls/Lin. ft. 0.602 Lin. ft./Bbl. 16.59  
 Drill Pipe: Bbls/Lin. ft. \_\_\_\_\_ Lin. ft./Bbl. \_\_\_\_\_  
 Annulus: Bbls/Lin. ft. 0.406 Lin. ft./Bbl. 24.64  
 Bbls/Lin. ft. \_\_\_\_\_ Lin. ft./Bbl. \_\_\_\_\_  
 Perforations: From \_\_\_\_\_ ft. to \_\_\_\_\_ ft. Amt. \_\_\_\_\_

**CEMENT DATA:**

Spacer Type: Mud Sweep 300 Gal  
 Amt. \_\_\_\_\_ Sks Yield \_\_\_\_\_ ft<sup>3</sup>/sk Density \_\_\_\_\_ PPG \_\_\_\_\_

LEAD: Pump Time \_\_\_\_\_ hrs. Type ASC + 5" K-1 Seal  
 Excess \_\_\_\_\_

Amt. 125 Sks Yield 1.57 ft<sup>3</sup>/sk Density 14.5 PPG  
 TAIL: Pump Time \_\_\_\_\_ hrs. Type CC: 40:4  
 Excess \_\_\_\_\_

Amt. 25 Sks Yield 1.40 ft<sup>3</sup>/sk Density 14.1 PPG  
 WATER: Lead 6.7 gals/sk Tail 2.23 gals/sk Total 25 Bbls.

Pump Trucks Used 255-265 - Stone Winson  
 Bulk Equip. 242 - Frank Brun Gair D

Float Equip: Manufacturer Fence Co  
 Shoe: Type Regular Guide shoe Depth 4250  
 Float: Type ADU Insert Depth 4212  
 Centralizers: Quantity 3 Plugs Top Rubber Btm. \_\_\_\_\_  
 Stage Collars 1 - Basket  
 Special Equip. \_\_\_\_\_  
 Disp. Fluid Type freshwater Amt. 685 Bbls. Weight 8.34 PPG  
 Mud Type \_\_\_\_\_ Weight \_\_\_\_\_ PPG \_\_\_\_\_

 COMPANY REPRESENTATIVE Don Cumiller

 CEMENTER Paul Balding

TIME	PRESSURES PSI		FLUID PUMPED DATA			REMARKS	
	AM/PM	DRILL PIPE CASING	ANNULUS	TOTAL FLUID	Pumped Per Time Period		RATE Bbls Min.
8:20						Pipe on Bottom break circulation w/ rig	
8:25		300		7	17	5	Mud sweep flush
				13.75	6.25	2	Mix + Annulus 25 sk x 60:40 plug Rat + miscible
9:10		400		48 1/4	35	6	Mix + Annulus 125 sk x ASC
9:17							Cement + Annulus
							switch valves 4' wash annulus + lines
							switch valves + Release plug
9:20						4	start Displacement
		150				6	slow Rate
				75 1/4	27	6	Mud sweep turn shoe
9:26		200		87 1/4	12	6	Cement turn shoe
		150				4	slow Rate
		350		98 1/4	11	4	see lift pressure
		550		112 1/4	14	2.5	slow Rate
9:35		1000		116 1/4	15		Bump plug

 RECEIVED  
 STATE COMMISSION

MAY 27 1998

 REGISTRATION DIVISION  
 Wichita, Kansas

FINAL DISP. PRESS: 550 PSI BUMP PLUG TO 1000 PSI BLEEDBACK 4 BBLs. THANK YOU

# ALLIED CEMENTING CO., INC.

5841

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

SERVICE POINT:

Medicine Lodge

DATE <u>2-15-98</u>	SEC. <u>21</u>	TWP. <u>29</u>	RANGE <u>1</u>	CALLED OUT <u>11:30 Am</u>	ON LOCATION <u>3:20 pm</u>	JOB START <u>8:55 am</u>	JOB FINISH <u>9:35 am</u>
LEASE <u>Graber</u>	WELL # <u>1</u>	LOCATION <u>Rago. tra 3 1/4 N, W/S</u>		COUNTY <u>Kingman</u>	STATE <u>KS</u>		

OLD OR NEW (Circle one)

CONTRACTOR Duke Rig 1  
 TYPE OF JOB reduction  
 HOLE SIZE 7 7/8 T.D.  
 CASING SIZE 4 3/8 x 10-S DEPTH 4240  
 TUBING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_  
 DRILL PIPE \_\_\_\_\_ DEPTH \_\_\_\_\_  
 TOOL \_\_\_\_\_ DEPTH \_\_\_\_\_  
 PRES. MAX 1000 MINIMUM 30  
 MEAS. LINE \_\_\_\_\_ SHOE JOINT 37.51  
 CEMENT LEFT IN CSG. \_\_\_\_\_  
 PERFS. \_\_\_\_\_

OWNER MTM Petroleum  
 CEMENT

AMOUNT ORDERED 125 sx ASL + 5<sup>th</sup> Kcl-seal  
25 sx 60-40-4  
300 Gal mudsweep

COMMON \_\_\_\_\_ @ \_\_\_\_\_  
 POZMIX \_\_\_\_\_ @ \_\_\_\_\_  
 GEL \_\_\_\_\_ @ \_\_\_\_\_  
 CHLORIDE \_\_\_\_\_ @ \_\_\_\_\_  
ORIGINAL \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 HANDLING \_\_\_\_\_ @ \_\_\_\_\_  
 MILEAGE \_\_\_\_\_ @ \_\_\_\_\_

**EQUIPMENT**

PUMP TRUCK CEMENTER Carl Baldwin  
 # 25-265 HELPER Stane Winsor  
 BULK TRUCK \_\_\_\_\_  
 # 242 DRIVER Jack Brunkard  
 BULK TRUCK \_\_\_\_\_  
 # \_\_\_\_\_ DRIVER \_\_\_\_\_

TOTAL \_\_\_\_\_

**REMARKS:**

**SERVICE**

File on bottom break circulation within  
ann 300 Gal mud-sweep, plug reuse  
1 Kcl Hole 1/25 sx 10:40:4.  
mix + dump 125 sx ASL + 5<sup>th</sup> Kcl-seal  
Cement in, wash annus + lines.  
Release plug + Dissolve with 68 1/2 BPS  
fresh water, dump plug

DEPTH OF JOB 4240  
 PUMP TRUCK CHARGE \_\_\_\_\_  
 EXTRA FOOTAGE \_\_\_\_\_ @ \_\_\_\_\_  
 MILEAGE \_\_\_\_\_ @ \_\_\_\_\_  
 PLUG Rubber \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_

TOTAL \_\_\_\_\_

CHARGE TO: MTM Petroleum  
 STREET \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

**FLOAT EQUIPMENT**  
 TELEPHONE \_\_\_\_\_  
 STATE OPERATIONAL COMMISSION \_\_\_\_\_

1- Reg-Guide shoe 7 1/8 @  
1- AFM Insert 2 1/2 @  
1- Basket \_\_\_\_\_ @  
3- Centralizer Wichita, Kans @  
 \_\_\_\_\_ @ \_\_\_\_\_

TOTAL \_\_\_\_\_

TAX \_\_\_\_\_  
 TOTAL CHARGE \_\_\_\_\_  
 DISCOUNT \_\_\_\_\_ IF PAID IN 30 DAYS

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 M. J. ...

# 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.