

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

RECEIVED
NOV 21 2002
Form ACO-1
September 1999
Form Must Be Typed

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

ORIGINAL
11-21-02

Operator: License # 31337
Name: Wildcat Oil & Gas, LLC
Address: 10266 SW 170th Avenue
City/State/Zip: Nashville, Kansas 67112
Purchaser: _____
Operator Contact Person: Gary Adelhardt
Phone: (620) 246-5212
Contractor: Name: Duke Drilling Co., Inc.
License: 5929
Wellsite Geologist: Tim Pierce
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: _____
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. _____
07-10-02 07-16-02 7-17-02
Spud Date or Date Reached TD Completion Date or Recompletion Date

API No. 15 - 095-21817-00-00
County: Kingman County, Kansas
NW SW NW Sec. 12 Twp. 30 S. R. 9 East West
1650 feet from S / (circle one) Line of Section
330 feet from E / (circle one) Line of Section
Footages Calculated from Nearest Outside Section Corner:
(circle one) NE SE (NW) SW
Lease Name: Adelhardt "A" Well #: 1
Field Name: Spivey-Grabs-Basil
Producing Formation: _____
Elevation: Ground: 1628' Kelly Bushing: 1636'
Total Depth: 4340' Plug Back Total Depth: _____
Amount of Surface Pipe Set and Cemented at 222 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 MEI Ex 12-10-02
(Data must be collected from the Reserve Pit)
Chloride content 53,000 ppm Fluid volume 1,800 bbls
Dewatering method used Hauled off
Location of fluid disposal if hauled offsite: _____
Operator Name: Wildcat Oil & Gas, LLC
Lease Name: Dickson #2 SWD License No.: 31337
Quarter SW Sec. 8 Twp. 31 S. R. 8 East West
County: Harper Docket No.: E-05673

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: Sec/Treas Date: 08-15-02
Subscribed and sworn to before me this 15 day of August
2002
Notary Public: Joyce E. Reida
Date Commission Expires: 9-9-2002

KCC Office Use ONLY

NO Letter of Confidentiality Attached
If Denied, Yes Date: _____
YES Wireline Log Received
YES Geologist Report Received
UIC Distribution
JOYCE E. REIDA
Notary Public - State of Kansas
My Appt. Expires 9-9-02

✓

Operator Name: Wildcat Oil & Gas, LLC Lease Name: Adelhardt "A" Well #: 1

Sec. 12 Twp. 30 S. R. 9 East West County: Kingman County, Kansas

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.

Drill Stem Tests Taken <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Attach Additional Sheets)</i> Samples Sent to Geological Survey <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Submit Copy)</i> List All E. Logs Run: Dual Induction Log Dual Compensated Porosity Log	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> Log</td> <td>Formation (Top), Depth and Datum</td> <td><input type="checkbox"/> Sample</td> </tr> <tr> <td>Name</td> <td>Top</td> <td>Datum</td> </tr> <tr> <td>Onaga SH</td> <td>2359'</td> <td>(-723')</td> </tr> <tr> <td>Indian Cave SS</td> <td>2374'</td> <td>(-738')</td> </tr> <tr> <td>Topeka</td> <td>2933'</td> <td>(-1297')</td> </tr> <tr> <td>Heebner</td> <td>3330'</td> <td>(-1694')</td> </tr> <tr> <td>Lansing</td> <td>3547'</td> <td>(-1911')</td> </tr> <tr> <td>Stark SH</td> <td>3924'</td> <td>(-2288')</td> </tr> <tr> <td>Cherokee SH</td> <td>4160'</td> <td>(-2524')</td> </tr> <tr> <td>Mississippi</td> <td>4221'</td> <td>(-2585')</td> </tr> </table>	<input checked="" type="checkbox"/> Log	Formation (Top), Depth and Datum	<input type="checkbox"/> Sample	Name	Top	Datum	Onaga SH	2359'	(-723')	Indian Cave SS	2374'	(-738')	Topeka	2933'	(-1297')	Heebner	3330'	(-1694')	Lansing	3547'	(-1911')	Stark SH	3924'	(-2288')	Cherokee SH	4160'	(-2524')	Mississippi	4221'	(-2585')
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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	# Sacs Used	Type and Percent Additives
Surface	12-1/4"	8-5/8"	24#	222'	60/40 Poz	200	3%cc 2%gel
Production	7-7/8"	5-1/2"	14#	4335'	50/50 Poz	125	12 1/2% salt

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
4	4223' - 4229'		

TUBING RECORD		Size	Set At	Packer At	Liner Run
		2-3/8	4223'		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumerd Production, SWD or Enhr.			Producing Method		
07-29-02			<input checked="" type="checkbox"/> Flowing <input 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
		200,000	0		

Disposition of Gas Vented Sold Used on Lease *(If vented, Sumit ACO-1B.)*

METHOD OF COMPLETION Open Hole Perf. Dually Comp. Commingled

Production Interval Other (Specify) _____

ALLIED CEMENTING CO., INC. 09751

Federal Tax I.D.# 48-0727860

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

ORIGINAL
SERVICE POINT:
Med Lodge

DATE	7-17-02	SEC.	12	TWP.	305	RANGE	9W	CALLED OUT	10:00 PM	ON LOCATION	12:30 AM	JOB START	6:20 AM	JOB FINISH	7:00 AM
LEASE	Adlehardt		WELL #	A-1		LOCATION	Zenda		COUNTY	Kingman		STATE	KS		
OLD OR NEW	(Circle one)														
	<i>1 E 1/2 N E into</i>														

CONTRACTOR	<i>Duke #2</i>		OWNER	<i>Wild Cat Oil + Gas</i>	
TYPE OF JOB	<i>Production</i>				
HOLE SIZE	<i>7 7/8</i>	T.D.	<i>4337</i>		
CASING SIZE	<i>5 1/2 x 14</i>	DEPTH	<i>4336</i>		
TUBING SIZE		DEPTH			
DRILL PIPE		DEPTH			
TOOL	<i>AFU Insert</i>	DEPTH	<i>4319</i>		
PRES. MAX	<i>1300</i>	MINIMUM			
MEAS. LINE		SHOE JOINT	<i>17</i>		
CEMENT LEFT IN CSG.					
PERFS.					
DISPLACEMENT	<i>107 BBLs 2% KCL Water</i>				

EQUIPMENT

PUMP TRUCK	CEMENTER	<i>Justin Hart</i>
# <i>343</i>	HELPER	<i>Mark Brumgardt</i>
BULK TRUCK		
# <i>364</i>	DRIVER	<i>Walter Harmon</i>
BULK TRUCK		
#	DRIVER	

CEMENT		
AMOUNT ORDERED	<i>625 5x 50.50.0 + 1230/6</i>	
	<i>Salt + 5# kol-seal + 3% FL-10</i>	
	<i>25.5x 60.40.4 500 gals Mud Clean</i>	
COMMON A	<i>178</i>	@ <i>6.65</i> <i>518.70</i>
POZMIX	<i>72</i>	@ <i>3.55</i> <i>255.60</i>
GEL	<i>1</i>	@ <i>10.00</i> <i>10.00</i>
CHLORIDE		@ <i>7.50</i> <i>97.50</i>
SALT	<i>13</i>	@ <i>7.50</i> <i>97.50</i>
Kol Seal	<i>625#</i>	@ <i>.50</i> <i>312.50</i>
FL10-32#		@ <i>8.00</i> <i>256.00</i>
Mud Clean	<i>500 gal</i>	@ <i>.75</i> <i>375.00</i>
HANDLING	<i>177</i>	@ <i>1.10</i> <i>194.70</i>
MILEAGE	<i>30</i>	@ <i>7.40</i> <i>212.40</i>

RECEIVED

TOTAL \$ *2232.40*

NOV 21 2002

KCO WICHITA SERVICE

REMARKS:

*Aipe on BTM Drop Ball Break Circ
Pump 10 BBLs Mud Clean 5 BBLs Fresh
H²O - Plug House 10.5x + Rat
15.5x 60.40.4 @ H²O
Mix 125.5x 50.50.0 @ 14.9# - 27 BBLs
Release Plug Disp 107 BBLs 2%
KCL Water Sump Plug 500 + 300#
Release Press Float Held*

DEPTH OF JOB	<i>4337</i>	
PUMP TRUCK CHARGE		<i>1264.00</i>
EXTRA FOOTAGE		@
MILEAGE	<i>30</i>	@ <i>3.00</i> <i>90.00</i>
PLUG	<i>5 1/2 TRP</i>	@ <i>60.00</i> <i>60.00</i>
		@
		@

TOTAL \$ *1414.00*

CHARGE TO: *Wild Cat Oil + Gas*

STREET _____

CITY _____ STATE _____ ZIP _____

FLOAT EQUIPMENT

<i>5 1/2</i>		
<i>1</i>	<i>Guide Shoe</i>	@ <i>150.00</i> <i>150.00</i>
<i>1</i>	<i>AFU Insert</i>	@ <i>235.00</i> <i>235.00</i>
<i>4</i>	<i>Centralizers</i>	@ <i>50.00</i> <i>200.00</i>
		@
		@

TOTAL \$ *585.00*

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	<i>- 0 -</i>
TOTAL CHARGE	\$ <i>4231.40</i>
DISCOUNT	\$ <i>423.14</i> IF PAID IN 30 DAYS

SIGNATURE *Tim Pierce*

TIM PIERCE
PRINTED NAME

nt # 3808.26

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.

Federal Tax I.D.# 48-0727860

10096

ORIGINAL

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

SERVICE POINT:

Mid Lodge

DATE <u>7-10-02</u>	SEC. <u>12</u>	TWP. <u>30S</u>	RANGE <u>9W</u>	CALLED OUT <u>2:00 PM</u>	ON LOCATION <u>3:00 PM</u>	JOB START <u>4:00 PM</u>	JOB FINISH <u>4:15 PM</u>
LEASE <u>Adkard</u>	WELL # <u>#A-1</u>	LOCATION <u>Zenda</u>		COUNTY <u>Kingman</u>	STATE <u>K</u>		
OLD OR NEW (Circle one)		<u>1 E 1/2 N</u>					

CONTRACTOR Duke # OWNER Wild Cat Oil + Gas

TYPE OF JOB Surface

HOLE SIZE 12 1/4 T.D. 223

CASING SIZE 8 7/8 x 24 DEPTH 223

TUBING SIZE DEPTH

DRILL PIPE DEPTH

TOOL DEPTH

PRES. MAX 300 MINIMUM

MEAS. LINE SHOE JOINT

CEMENT LEFT IN CSG. 15'

PERFS.

DISPLACEMENT 13 1/2 BBLs Fresh H₂O

EQUIPMENT

PUMP TRUCK CEMENTER Justin Hart

360-302 HELPER Dwayne West

BULK TRUCK

242 DRIVER Kevin Brungardt

BULK TRUCK

DRIVER

CEMENT AMOUNT ORDERED 200 SX 60' 40' 2 & 3% cc

COMMON 120 @ 6.65 798.00

POZMIX 80 @ 3.55 284.00

GEL 3 @ 10.00 30.00

CHLORIDE 7 @ 30.00 210.00

@

@

@

@

@

HANDLING 210 @ 1.10 231.00

MILEAGE 210 x 30 .04 252.00

TOTAL 1805.00

REMARKS:

Pipe on BTM Break Circ
Mix 200 SX 60' 40' 2 & 3% cc
Release Plug Disa 13 1/2 BBLs
Fresh H₂O & shut down
Shut Head in, 300'
15' cement in CSG
circulated Cement

SERVICE

DEPTH OF JOB 223'

PUMP TRUCK CHARGE 0-300' 520.00

EXTRA FOOTAGE @

MILEAGE 30 @ 3.00 90.00

PLUG Wood Cup 8 7/8 @ 45.00 45.00

@

@

TOTAL 655.00

CHARGE TO: Wild Cat Oil + Gas

STREET 10286 SW 170TH AVE

CITY NASHVILLE STATE KANSAS ZIP 67112

FLOAT EQUIPMENT

@

@

@

@

@

TOTAL

To Allied Cementing Co., Inc.

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TAX

TOTAL CHARGE 2460.00

DISCOUNT 246.00 IF PAID IN 30 DAYS

2214.00

SIGNATURE John J. Armer

JOHN J. ARMER

PRINTED NAME

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.

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—**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.

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—**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.