

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

Operator: License # 7383

Name: Grady Bolding Corporation

Address P. O. Box 486

City/State/Zip Ellinwood, KS. 67526

Purchaser: N. C. R. A.

Operator Contact Person: Grady Bolding

Phone (316) 564-2240

Contractor: Name: Shields Drilling Company

License: 5184

Wellsite Geologist: Jim Musgrove

Designate Type of Completion

New Well Re-Entry

Oil SWD SLOW Temp. Abandonment
 Gas ENHR SIGW
 Dry Other (Core, WSW, etc.)

If Workover:

Operator: CONSERVATION DIVISION
Wichita, Kansas

Well Name: _____

Comp. Date _____ Old Total Depth _____

Deepening Re-perf. Conv. to Inj/SWD
 Plug Back PBTB
 Commingled Docket No. _____
 Dual Completion Docket No. _____
 Other (SWD or Inj?) Docket No. _____

8/3/95 8/12/95 8/26/95
Spud Date Date Reached TD Completion Date

API NO. 15- 185-23002000 ORIGINAL
County Stafford

-NW - SE - NW Sec. 5 Twp. 23S Rge. 14 X W
1650 Feet from S (N) (circle one) Line of Section
1650 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 MILLER Well # 4
Field Name Wood Ext.

Producing Formation: Kansas City

Elevation: Ground 1961 KB 1966

Total Depth 4050 PBTB _____

Amount of Surface Pipe Set and Cemented at 405 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 ALT 1 99 3-26-96
(Data must be collected from the Reserve Pit)

Chloride content 10,000 ppm Fluid volume 1500 bbls

Dewatering method used Evaporation & settling
Evaporation

Location of fluid disposal if hauled offsite:
Ellinwood Tank Service

Operator Name Oil Producers Inc of KS.

Lease Name Seifkes SWD 4297
Palmitia SWD License No. 8061

NW/4 Quarter 16 Sec. 22 Twp. 25 S Rng. 16 E (W)

County Stafford Docket No. D-22209
Edwards D-20983

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 Grady Bolding
Title President Date 10-3-95

Subscribed and sworn to before me this 3rd day of October, 19 95.

Notary Public Jenny Kasselmann

Date Commission Expires 7-16-98

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)

JENNY KASSELMAN
State of Kansas
My Appt. Exp. 7-16-98

Operator Name Grady Bolding Corporation

Lease Name MILLER

Well # 4

Sec. 5 Twp. 23S Rge. 14 East West

County Stafford

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.) see attachment

Samples Sent to Geological Survey Yes No

Cores Taken Yes No

Electric Log Run Yes No
(Submit Copy.)

Log Formation (Top), Depth and Datum Sample

Name Top Datum

see attached

List All E.Logs Run:
Dual Induction; Compensated Density;
Computer analyzed; Bond Log.

CASING RECORD ^{Surface} <input type="checkbox"/> New <input checked="" type="checkbox"/> Used production							
Report all strings set-conductor, surface, intermediate, production, etc.							
Purpose of String Surface	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"	28#	405'	60/40 poz	235	2% Gel 3% CC
Production	7 7/8"	5 1/2"	14#	4049'	ASC	165	

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
1	3741-3750	1000 gallons 15% NE	3741-3750

TUBING RECORD		Size	Set At	Packer At	Liner Run
		2 3/8" EUE	4025	NONE	<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)			
8/26/95					
Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity
	75	minimal	0		24.5

Disposition of Gas: **METHOD OF COMPLETION** Vented Sold Used on Lease (If vented, submit ACO-18.) Open Hole Perf. Dually Comp. Commingled Other (Specify) _____

Production Interval 3741-3750'

<u>Formation</u>	<u>Electric Log Depth</u>	<u>Sub-sea Datum</u>
Anhydrite	887	+1079
Heebner	3407	-1441
Toronto	3428	-1462
Douglas	3448	-1482
Brown Lime	3536	-1570
Lansing	3547	-1581
Base Kansas City	3782	-1816
Conglomerate	3865	-1899
Simpson Shale	3997	-2031
Arbuckle	4047	-2081
Rotary Total Depth	4052	-2086
Log Total Depth	4050	-2084

ORIGINAL

(All tops and zones corrected to Electric Log Measurements)

15-185-23002

DRILL STEM TEST #1 3542-3585'
Times: 30-30-45-30

Blow: Weak, steady

Recovery: 50' oil cut mud

Pressures: ISIP 167 psi
FSIP 201 psi
IFP 50-50 psi
FFP 58-58 psi
HSH 1699-1675 psi

DRILL STEM TEST #2 3665-3680'
Times: 45-45-45-45

Blow: Strong; gas to surface 45 minutes
Too small to measure

Recovery: 240' muddy gassy oil

Pressures: ISIP 345 psi
FSIP 336 psi
IFP 33-50 psi
FFP 58-67 psi
HSH 1738-1710 psi

DRILL STEM TEST #3 3688-3725'
Times: 45-45-45-45

Blow: Strong, gas to surface during first shut in
T.S.T.M.

Recovery: 250' muddy gassy oil

Pressures: ISIP 526 psi
FSIP 510 psi
IFP 75-92 psi
FFP 125-142 psi
HSH 1790-1770 psi

RECEIVED
STATE CORPORATION COMMISSION

OCT - 4 1995

CONSERVATION DIVISION
Wichita, Kansas

ALLIED CEMENTING CO., INC.

2843

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

ORIGINAL

SERVICE POINT:

8-4-95 Heat Bond

DATE <u>8-3-95</u>	SEC. <u>5</u>	TWP. <u>23</u>	RANGE <u>14</u>	CALLED OUT <u>11:00 AM</u>	ON LOCATION <u>12:30 PM</u>	JOB START <u>1:30 PM</u>	JOB FINISH <u>5 AM</u>
LEASE <u>Miller</u>	WELL # <u>84</u>	LOCATION <u>R19 + Radium Rd 5 1/2 S E15</u>			COUNTY <u>Stafford</u>	STATE <u>K.S.</u>	

OLD OR NEW (Circle one)

CONTRACTOR Shields Drilling Rig
 TYPE OF JOB Surface
 HOLE SIZE 12 1/2" T.D. 40 # 4
 CASING SIZE 8 5/8" DEPTH 405 #
 TUBING SIZE _____ DEPTH _____
 DRILL PIPE _____ DEPTH _____
 TOOL _____ DEPTH _____
 PRES. MAX _____ MINIMUM _____
 MEAS. LINE _____ SHOE JOINT _____
 CEMENT LEFT IN CSG. 15 #
 PERFS. Displacement

OWNER _____ CEMENT _____

AMOUNT ORDERED
235 @ 32cc 22gal

COMMON _____ @ _____
 POZMIX _____ @ _____
 GEL _____ @ _____
 CHLORIDE _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 HANDLING _____ @ _____
 MILEAGE _____ @ _____

EQUIPMENT

PUMP TRUCK CEMENTER M. H. m.
 # 120 HELPER Duane S.
 BULK TRUCK
 # _____ DRIVER _____
 BULK TRUCK
 # 101 DRIVER Burr

TOTAL _____

REMARKS:

SERVICE

Circulate Hole with Rig mud pump
Mix Cement Release Plug
Displace it Down with water
Cement did circulate
To surface

DEPTH OF JOB 405 #
 PUMP TRUCK CHARGE _____
 EXTRA FOOTAGE _____ @ _____
 MILEAGE _____ @ _____
 PLUG 1-8 3/4" wooden plug @ _____
 _____ @ _____
 _____ @ _____

TOTAL _____

CHARGE TO: Moody Building Corp
 STREET P.O. Box 486
 CITY Ellinwood STATE K.S. ZIP 67526
316-564-2240

FLOAT EQUIPMENT

_____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____

TOTAL _____

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

RECEIVED
 STATE CORPORATION COMMISSION
 TAX OCT 4 1995
 TOTAL CHARGE _____
 CONSERVATION DIVISION
 DISCOUNT Wichita, Kansas

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 Burton Booby

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. 2058

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

SERVICE POINT: med. lodge, ks.

ORIGINAL

DATE <u>8-12-95</u>	SEC. <u>5</u>	TWP. <u>23s</u>	RANGE <u>14w</u>	CALLED OUT <u>5:00 P.M.</u>	ON LOCATION <u>8:45 A.M.</u>	JOB START <u>10:35 A.M.</u>	JOB FINISH <u>11:45 A.M.</u>
LEASE <u>Miller</u>		WELL# <u>4</u>		LOCATION <u>Radium</u>		COUNTY	STATE <u>KS.</u>

OLD OR NEW (Circle one)

CONTRACTOR Shelds Drlg
 TYPE OF JOB Production Csg
 HOLE SIZE 7 7/8 T.D.
 CASING SIZE 5 1/2 X 15.5 DEPTH
 TUBING SIZE DEPTH
 DRILL PIPE DEPTH
 TOOL DEPTH
 PRES. MAX MINIMUM
 MEAS. LINE 4037' SHOE JOINT 155
 CEMENT LEFT IN CSG.
 PERFS:

OWNER Grady Bolding
 CEMENT 15-185-23002
 AMOUNT ORDERED 500 Gallons ASF
190 sks. ASC

COMMON @
 POZMIX @
 GEL @
 CHLORIDE @
 HANDLING @
 MILEAGE @

EQUIPMENT

PUMP TRUCK CEMENTER ARRY D
 # 266 HELPER CARL B.
 BULK TRUCK
 # 68 DRIVER
 BULK TRUCK
 # DRIVER

TOTAL _____

REMARKS:

Mix + Pump 500 Gallon ASF
Plug Rathole w/15 sks.
Plug mousehole w/10 sks.
Cement w/165 sks. ASC.
Release Plug
Displace 95 1/2 Bbls
Release Plug
Float held

SERVICE

DEPTH OF JOB _____
 PUMP TRUCK CHARGE _____
 EXTRA FOOTAGE @ _____
 MILEAGE @ _____
 PLUG Rubber @ _____
 @ _____
 @ _____

TOTAL _____

CHARGE TO: Gary Bolding Corp
 STREET _____
 CITY _____ STATE _____ ZIP _____

FLOAT EQUIPMENT

@ _____
 @ _____
 @ _____
 @ _____
 @ _____

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.

SIGNATURE Burton Boery

RECEIVED
 STATE CORPORATION COMMISSION
 TAX _____
 TOTAL CHARGE 4 1995
 DISCOUNT _____ IF PAID IN 30 DAYS
 CONSERVATION DIVISION
 Wichita, Kansas

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.

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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.

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.