### RECEIVED

[AUG 3 n 2001

#### Kansas Corporation Commission Oil & Gas Conservation Division

Form ACO-1 September 1999 Form Must Be Typed

### KCC WICHITA

### WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

ORIGINAL

Operator: License # 6039	API No. 15 - 185-23131-0000
Name: L. D. Drilling, Inc. UNFIDENTIAL	County: Stafford
Address: R. R. 1 Box 183 B	NV_SE_SESec. 24 Twp. 21 S. R. 12 ☐ East ✓ West
City/State/Zip: Great Bend, KS 67530	990 feet from (S) / N (circle one) Line of Section
Purchaser: na AUG 2.5º 2001	990 feet from (E) / W (circle one) Line of Section
Operator Contact Person: L. D. Davis	Footages Calculated from Nearest Outside Section Corner:
Phone: (620 ) 793-3051 <b>CONFIDENTIAL</b>	(circle one) NE SE NW SW
Contractor: Name: Company Tools	Lease Name: Keeler Well #: 1
License: 6039	Field Name: Widener
Wellsite Geologist: Todd Morgenstern	Producing Formation: na
Designate Type of Completion: APR 1 7 20	03 <sub>Elevation: Ground: 1803' Kelly Bushing: 1808'</sub>
New Well Re-Entry Workover	Total Depth: 3587 Plug Back Total Depth:
OII SWD SIOWTemp. Ab@oniden	mount of Surface Pipe Set and Cemented at 375 Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used?
Dry Other (Core, WSW, Expl., Cathodic, etc)	If yes, show depth set Feet
If Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from
Operator:	feet depth tosx cmt.
Well Name:	Drilling Fluid Management Plan 94 11.17.03
Original Comp. Date: Original Total Depth:	(Data must be collected from the Reserve Pit)
Deepening Re-perf Conv. to Enhr./SWD	Chloride contentppm Fluid volumebbls
Plug BackPlug Back Total Depth	Dewatering method used
Commingled Docket No	Location of fluid disposal if hauled offsite:
Dual Completion Docket No	Operator Name:
Other (SWD or Enhr.?) Docket No	·
7-31-01 8-10-01	Lease Name: License No.:
Spud Date or Date Reached TD Completion Date or Recompletion Date  Completion Date	Quarter SecTwpS. R
Accomplision Buto	County: Docket No.:
INSTRUCTIONS: An original and two copies of this form shall be filed with Kansas 67202, within 120 days of the spud date, recompletion, workove Information of side two of this form will be held confidential for a period of 1: 107 for confidentiality in excess of 12 months). One copy of all wireline logs TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells.	2 months if requested in writing and submitted with the form (see rule 82-3- and geologist well report shall be attached with this form. ALL CEMENTING
All requirements of the statutes, rules and regulations promulgated to regular herein are complete and correct to the best of my knowledge.	te the oil and gas industry have been fully complied with and the statements
Signature: Dessie DeWerff	KCC Office Use ONLY
Title: Sec/Treas Date: 8-29-01	Letter of Confidentiality Attached
Subscribed and sworn to before me this 29 day of August	If Denied, Yes Date:
¥¥ <u>200</u> 1	Wireline Log Received
Notary Public: Rooh (10) Patter	Geologist Report Received  UIC Distribution
, Kasheli Patten	
Date Commission Expires: 2-02-03	TATE OF KANSAS

### RECEIVED

AUG 3 0 2001

Side Two

### ORIGINAL

perator Name: L. D. DHIRRE MCICHITA		Lease	Lease Name: Keeler			Well #:1			
Sec. <u>24                                    </u>			County		afford				
ested, time tool open emperature, fluid reco	and closed, flowing very, and flow rates	and base of formations g and shut-in pressure s if gas to surface test ïnal geological well sit	s, whether st , along with f	nut-in pres	sure reached	static level, hydro	static pressure	es, bottom hole	
Orill Stem Tests Taken (Attach Additional S	heets)	✓ Yes No		□ Lo	g Formati	on (Top), Depth a	nd Datum	Sample	
Samples Sent to Geol	•	∐ Yes	Name o				Тор	Datum	
Cores Taken Yes		Yes No	☑ No				Rele	<b>836</b> 0	
List All E. Logs Run:		KCC	KCC UG 2.9 2001		See Attachment		APR 1 7 2003 From Confidential		
		AUG 299							
			G RECORD	✓ Nev					
Purpose of String	Size Hole	Report all strings se Size Casing	Wei	ght	Setting	Type of	# Sacks	Type and Percent	
Surface	12 1/4"	Set (In O.D.) 8 5/8"	24#	rt,	Depth 375	60/40 Pro	240	Additives 2% Gel 3% O	
		ADDITION	AL CEMENTII	NG / SQUE	EZE RECORD	)	<u></u>		
Purpose: Perforate	Depth Top Bottom	Type of Cement	#Sacks						
Protect Casing Plug Back TD Plug Off Zone									
Shots Per Foot PERFORATION RECORD - Bridge Plugs Set/Ty Specify Footage of Each Interval Perforated			lugs Set/Type Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used) Depth					
TUBING RECORD	Size .	Set At	Packer A	М ,	Liner Run	Yes No			
Date of First, Resumed F	roduction, SWD or Er	nhr. Producing M	-	Flowing	Pumpi	ng Gas Lif	t Othe	or (Explain)	
Estimated Production Per 24 Hours	Oil	Bbls. Gas	Mcf	Water	В	bis. G	Sas-Oil Ratio	Gravity	
sposition of Gas METHOD OF COMPLETION					Production Inter				

### Attached to Thypage a part of ACO1 - Keeler #1

AUG 3 n 2001

DAILY DRILLING REPORT

KCC MICHITA

OPERATOR: L. D. DRILLING, INC.

WELLSITE GEOLOGIST:

TODD MORGENSTERN

KCC

CONTRACTOR: L. D. DRILLING, INC.

AUG 2.5° 2001

SPUD: 6:15 P.M. 7-31-01

CONFIDENTIAL

ORIGIN

FROM Confidential

LEASE: KEELER #1

NW SE SE SEC. 24-21-12

STAFFORD COUNTY, KS.

**ELEVATION:** 

1803' GR 1808 KB

PTD:

3625

SURFACE: Ran 9 Jts. new 24# 8 5/8" Set at 375' W/240 sx. 60/40 Pozmix, 2% Gel 3% CC Plug down @ 2:00 A.M. 8-01-01 Did Circulate. Allied Cement

7-31-01 Move in, rig up and spud 378' W.O.C. Will bust plug @ 10.00 AM 8-02-01 1410 Drilling (going to shut down to work on mud pump) @ 1440' 1440' Waiting on bearing for pillar 8-03-01 block. Should be drilling this p.m. Bob's oil hauled free fluids from reserve IFP:12-14 2065' Drilling 2065' Drilling 8-04-01 8-05-01 2522' Change out mud pump 2860' Drilling 8-06-01 8-07-01 3255' DST #1 On bottom 3395' on bottom after DST #2 8-08-01 3574' Come out for DST #4 8-09-01 8-10-01 3587' Plugging 3587- RTD 1st plug @ 600' W/40 sx. 2nd plug @ 390' W/50 sx. 3rd plug @ 40' W/10 sx.

SAMPLE TOPS:

rathole

Total

3051 (-1243) Heebner 3070 (-1262) Toronto 3085 (-1277) Douglas 3179 (-1371) Brown Lime 3193 (-1385) -2; to Se well L/KC Base K/C 3438 (-1630) Cong. 3465 (-1657) 3501 (-1693) Simpson Arbuckle 3554 (-1746) R.T.D. 3587 (-1779)

15 sx.

Plug down 10:00 A.M. 8-10-01

115 sx. 60/40 Poz, 6% Gel

Allied Cementing - KCC plugger Scott Alberg

3210-3255 DST #1 B & C Zone TIMES:45-45-45-45

BLOW: 1st Open 4" blow 2nd open 4" blow

RECOVERY: 170' gip, 10' osm

FFP:12-15 ISIP: FSIP:

141 114

DST #2 3325-3395 H-I-J-Zone

TIMES: 45-45-45-45

BLOW: 1st open bb in 3 min

2nd open bb in 9 min

RECOVERY: 40' mw wos

1080' water 56000ppm clorides

IFP:52-351 FFP: ISIP: FSIP: 356-524 777 762

3438-3562 Arbuckle

DST #3 30-30-30-30 TIMES:

BLOW: 1st open weak

2nd open no blow

RECOVERY: 15' mud

IFP: 15-15 FFP: 17-12 ISIP:

107

Temp 101°

FSIP:

129

DST #4 3562-3574 Arbuckle Mis-run

DST #5 3439-3574 Arbuckle

TIMES: 45-45-45-45

BLOW: 1st open 2" dec. to 1/2"

2nd open 1/4" died in 30 min.

RECOVERY: 5' gip, 55' gcmwos temp 101° IFP: 20-34 FFP:35-42 ISIP:718 FSIP:628

DST#6 3575-3587 Arbuckle

TIMES 30-30-30-30

BLOW: 1" through out 2nd 1/4"

RECOVERY: 55' saltwater

IFP: 14-24 FFP: 26-34 ISIP: 1082 FSIP: 1024

106° temp.

# ALLIED CEMENTING CO., INC. Federal Tax I.D.# 48-0727860

- Grat Fond

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

SERVICE POINT:

	SEC.	TWP.	RANGE	CALLED OUT	ON LOCATION	JOB START	JOB FINISH			
DATE 7-31-01	24	21	12	7:00PM	9:00 PM	COUNTY	STATE			
LEASE Keeler	WELL#	/	LOCATION Ellin	wood south to	SET/SE	Staller	-Kanana			
OLD OR NEW (Cir	cle one)			th 1/2 east 1/4		7 00				
	15					ORIG	INAL			
CONTRACTOR	AND ADDRESS OF THE PARTY OF THE	rulling		OWNER AGO	M Co	01110	111/1			
	inface.	TD	378'	CEMENT						
CASING SIZE 8					DERED 24	O- AN	60/10			
TUBING SIZE	78	DEF	TH 377 KCC	2% GEL	797.00	and the the	740 poz			
DRILL PIPE		DEF		F-10 WEL	V /0 LU.					
TOOL		DEF	ATIP ') OF	2001						
PRES. MAX					Release	@ 6.65				
MEAS. LINE			DE JOINT CONFIDEN	TIAL COMMON		@ 3.55				
CEMENT LEFT IN	CSG./5	,		GEL	APR 1 7 2003	@ 10.00	2			
PERFS.				_ CHLORIDE _	From	@ 30.00	)			
DISPLACEMENT	X 231/2				Confidential	_ @	2247868			
	EQU	<b>IPMENT</b>				_ @				
MB.						_ @	* * * * * * * * * * * * * * * * * * * *			
	CEMENTI	ER J.D.	DREILING			_ @				
	HELPER		IE Turley	HANDLING		_@				
BULK TRUCK			-	<ul><li>HANDLING</li><li>MILEAGE</li></ul>		_ @				
#341 1	DRIVER	LONN	ie Marquis	MILEAGE						
BULK TRUCK			0			TOTAL				
# 1	DRIVER					TOTAL				
	REN	MARKS:			SERVICE					
Ram 8 3/8 C	rsina	to boi	Low		B 3 300 "					
Circulate u	rith n	ig pum	p, howhup to	######################################	CHARGE 0 2	PERSONAL PROPERTY AND STREET,	\$ 520.00			
pump tak me	redice	mint,	sheet down	1887 (1888   1888   1884   1885   1885   1885   1885   1885   1885   1885   1885   1885   1885   1885   1885	AGE 77'	@50	38.50			
change value	Maria I Principal Service Control of the Control			_ MILEAGE	,	_ @				
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marifold. Release press think				RECE	N/ED	_ @				
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	0			AUG 3	0 2001	TOTAL	-			
CHARGE TO:										
STREET R.R. 1	Box /	83 B		_ KCC WI	CHITOAT EQU	IPMENT				
CITY Great B	and ST	ATE Ka	1000 ZIP 67530	2						
<u> </u>						_@				
		+ 4.				_ @				
	-	Hank)	you.				A CONTRACTOR OF THE SECOND			
						_ @				
To Allied Cement	ing Co., l	Inc.				_ @				
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and furnish cemer						TOTA	L			
			he above work was							
done to satisfaction	on and su	pervision	of owner agent or	TAX						
			the "TERMS ANI							
CONDITIONS" I	isted on t	he reverse	e side.	TOTAL CHAR	RGE					
				DISCOUNT _		IF PA	ID IN 30 DAYS			
		7	10				A CONTRACTOR OF THE PARTY OF TH			
SIGNATURE !	Min	hool	1 To I want	V 1/1	Mine!	10	190			
SIGNATURE & Michael Rolling				_ A 2011	DDINIT	ED NAME	J			
					FRINI	LD MAIVIE				

#### 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.

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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 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.

## ALLIED CEMENTING CO., INC.

Federal Tax I.D.# 48-0727860

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

SERVICE POINT:

	ANGE W	CALLED OUT	ON LOCATION	JOB START	JOB FINISH			
	OCATION BANKS	1-1-4 11 4	1-1-	COUNTY STA FORM	STATE			
OLD OR NEW (Circle one)	SCATION DAY (SA)	15 tartheat une T	KCC	STH TOKO	1112			
OLD OR NEW (Circle one)				001	01111			
CONTRACTOR A D DRIG		OWNER	AUG 2.9° 2001	UKI	GINAL			
TYPE OF JOB Rotary plugt			CONFIDENTIAL					
HOLE SIZE 7 1/2 T.D.		CEMENT	CONFIDENTIAL					
	1 220'	AMOUNT OR	DERED 1/5 s	× 60/40	6% gel			
TUBING SIZE DEPTH					7 '			
DRILL PIPE DEPTH	ł		alesse					
TOOL DEPTH	I							
PRES. MAX MINIM	IUM	COMMONAPR	1 7 2003	@				
MEAS. LINE SHOE	JOINT		From	@				
CEMENT LEFT IN CSG.			rfidential	@				
PERFS.		CHLORIDE _	AND SECOND SECTOR	@				
DISPLACEMENT				@				
EQUIPMENT				@				
EQUITIENT				@				
DIM DEDUCK CENTERED To 1				@				
PUMPTRUCK CEMENTER JACK	Description of the second			@				
#120 HELPER Steve		- HANDLING_		@				
BULK TRUCK		MILEAGE						
# 342 DRIVER Lannie								
BULK TRUCK				TOTAL				
# DRIVER				TOTAL				
REMARKS:			SERVIO	CE				
1st who 600' with 4	0 3×	DEPTH OF JO	R					
	5 5 V	PUMP TRUCK	The recommend is seen a supplementary to the second of the					
2 not plug (c) 390 with 31	3,2	EXTRA FOOT		@				
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11.		TAUD 3	0001	TOTAL	•			
CHARGE TO: A.D. Dailing		_ AUG 3	in 2001					
STREET RR. 1- Bx 183	B	KCC W	KCC WICHIOAT EQUIPMENT					
CVENT 1 13 CONTACTO K	ZIP 6 7536		a					
CITY Great Brand STATE NS,	ZIP_6 /336		13	@				
				@				
To Allied Cementing Co., Inc.								
You are hereby requested to rent cemen	ting equipment							
and furnish cementer and helper to assis	st owner or			TOTAL				
contractor to do work as is listed. The	above work was	the American	James Harris	to 3 and a section of the	the second			
done to satisfaction and supervision of	owner agent or	TAX	1 - 1/2					
contractor. I have read & understand th	e "TERMS ANI	)						
CONDITIONS" listed on the reverse si		TOTAL CHAR	GE					
		DISCOUNT _		IE PA1	D IN 30 DAYS			
0	1	DISCOUNT =		- 11 170	D II O DAIG			
// n an	/	200		1 .				
SIGNATURE Way y. May h	-	LOKAN	MATGI	18IM				
			PRINTE	ED NAME				

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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.

—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.