Date Commission Expires

STATE CORPORATION CONMISSION OF KANSAS

OIL & GAS CONSERVATION DIVISION WELL COMPLETION FORM	County Finney
ACO-1 WELL HISTORY DESCRIPTION OF WELL AND LEASE	-NE SW SW sec. 18 Twp. 21S Rge. 34 X v
Operator: License #52]()	/ 990   Fact from S/N (circle one) Line of Section
Lebsack Oil Production, Inc.	/ 8501 Feet from E/W (circle one) Line of Section
Address P.O. Box 489	Footages Calculated from Nearest Dutside Section Corner:   NE, SE, NW or SW (circle one)
	Lease Name L. R. KESTER vell # 2-18
City/State/Zip Hays, KS 67601	Christabelle
Purchaser:	
Operator-Contact Person: Rex Curtis	Producing Formation
Phone (913) 625-5444	Elevation: Ground 3044'   KB 3049'
Abercrombie RTD, Inc.	Total Depth 4900 PBTD
License: 30684	Amount of Surface Pipe Set and Comented at
Wayne Lebsack	Multiple Stage Cementing Coller Used? Yes No
Designate Type of Completion	If yet, show depth set Fest
	If Alternate II completion, cement circulated from
Cil SWD SIOV Temp. Abd.	feet depth tow/sx cmt.
X Dry Other (Core, WSW, Expl., Cathodic, etc)	Drilling Fluid Management Plan 3-8-94 DYA
if Workover/Re-Entry: old well info as follows:	(Data must be collected from the Reserve Pit)
Operator: N/A	Chloride content 31,000 ppm Fluid volume 1000 bbis
Well Name:	Devatering method used evaporation
Comp. Date Old Total Depth	-
Deepening Re-perf Conv. to Inj/SWD	
Plug Back PBTD Commingled Docket No.	Operator NameN/A
Dual Completion Docket No.	Lesse NameLicense No
11-20-93 11-29-93	
pud Date Date Reached TD Completion Date	County Docket No
<del></del>	
Derby Building, Wichita, Kansas 67202, within 120 days of Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on 12 months if requested in writing and submitted with the months). One copy of all wireline logs and peologist wall:	l be filed with the Kansas Corporation Commission, 200 Colorado f the spud date, recompletion, workover or conversion of a well, side two of this form will be held confidential for a period of a form (see rule 82-3-107 for confidentiality in excess of 12) report shall be attached with this form. ALL CEMENTING TICKETS lis. Submit CP-111 form with all temporarily abandoned wells.
all requirements of the statutes, rules and regulations promuterith and the statements herein are complete and correct to the	gated to regulate the cil and gas industry have been fully complied he best of my knowledge.
ritte Vice-President pare 1	Sectionist Pennsylvation
subscribed and sworn to before se this 5thday of Jan	Uary STAFF SPECIAL NORTH SION STAFF SPECIAL NEPA NEPA NEPA
lotary Public J. Hen Williams	KES 11/10/7 1991 Other

7-28-97

CONSERVATION DIVISION

Form ACD-1 (7-91)

SIDE THO

Operator Name	ebśack Oil	Production,	Inc.	e Kame	L. R.	Kester	Wall #	2-18	
		East			Finney				
Sec. <u>18</u> Tep. <u>215</u>	24	∑ yest	Loun	·γ	<del></del> -				
INSTRUCTIONS: Show interval tested, time hydrostatic pressures if more space is need	e tool open m , bottom hole	nd closed, flowi temperature, flui	ng and shut-i	n pres	sures, whet	her shut-in pre	ssure rea	ched statio	c level
Drill Stem Tests Take (Attach Additional		⊠ Yes □ No	Z	l Log	Formatio	n (Top), Pepth	and Datum	. 🗆 .	ample
Samples Sent to Geolo	gical Survey	☐ Yes ☐ No	. i "	Anhydrite		ite 21		Datum of	
Cores Taken			AI			ىدچ	- 820 - 868 - 1362		
Electric Log Run (Submit Copy.)	Lectric Log Run Yes No (Submit Copy.)		H.	eebne ansin KC		3869 <b>'</b> 3913 4411			
List All E.Logs Run:			CI Mo Mo	Marmaton Cherokee Morrow Morrow S and Mississippi		44,37 4568 4776 4808 4832		- 1388 - 1519 - 1727 - 1759 - 1783	
	<del></del>	CASING REC	<del></del>				<i></i>		
	Report al	l strings set-co				production, et	c.		
Purpose of String	Size Hole     Drilled	Size Casing Set (In D.D.	Weight	:	Setting Depth	Type of Cement	# Sacks Used	Type and Additi	
Surface	12½"	<u>8 5/8" ·</u>	20#	.	302.621	60-40posmi	225	2% gel	3% cc
	!	ADDITI	ONAL CEMENTING	SQUEE	ZE RECORD		!	1	
Purpose:  Perforate  Protect Casing     Plug Back TD	Depth Top Bottom	ttom Type of Cement A		Sacks Used Type and Percent Additives			5		
Plug Off Zone	į		<u> </u>	į					_
Shots Per Foot		RECORD - Bridge e of Each Interv	•	>e		Fracture, Shot, d Kind of Hater		•	rd pth
				1					
				1					
TURING RECORD	Size	Sat At	Packer /	(1	Liner Run	□ <sub>Y••</sub> □	No		
Date of First, Resum	ed Production,	SWD or inj. P	roducing Metho	,q □ <sup>E</sup> ľ	owing D.Pum	mping Gas L	ift D ot	her (Explai	in)
Estimated Production Per 24 Hours	oil	Bbls.   Gas	Mcf	Water,	Bbls.	Gas-Dil	Ratio	Sr.	vity
Disposition of Gas:			NETHOD OF CO	MPLETIC	CHI CHI			Production 1	Interva
Vented Sold (If vented, sub					Dually	Comp. D Come	ingled _	·	
		⊔ o	ther (Specify)				_		

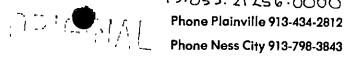
FURMATION TESTING

TICKET Nº 19769

0

					55.21256.0000
P. O. BOX 1599 PHONE (316) 262-5861	Elevation 30 44	GL_	Formation_MC	MOW.	Eff. PayFt.
WICHITA, KANSAS 67201					
	lugusta	_Date_//	28-93	Customer Order	JOHN A.
/ 1 - 1 -	Produc	_		UN	TUINAL
( A ( ) 4400		1.	/ 7/	·	
ADDRESS 1. O. Box 489		<u>, 75</u>			
LEASE AND WELL NO. LESTER 2	18 COUNTY F	INNEY	_STATE/CS	Sec/ <b>8</b> Twj	2 L Rge 34
Mail Invoice To	1 San	ne		No. Copies	Requested
Co. Name	Add	iress		rior copies	
Mail Charts To	· Tosygam	· —		No. Copies	Requested
110 10	PAdd		03/-	tal Depth 48	رد
Formation Test NoInterval Tested			835_ft. To		
Packer Depth 4762 ft. Size 63	7 in. 24 in.	_	•	_ft. Size	in.
	<b>7</b> io.	Packer Depth.	<del></del>	.ft. Size	in.
Depth of Selective Zone Set.		<u>-                                      </u>	12531	//=	
1 F	00ft.	Recorder Num		Cap4/3	75
Donoin recorder Depair (Outside)	<u>د ک -</u>		ober 13548		<i>/</i>
Below Straddle Recorder Depth	ft.	Recorder Nun		Cap	
Drilling Contractor Abercrombie	<u>#8</u>	Drill Collar I	· / D	I. D.	in.
Mud Type Chemical Viscosity	7/	Weight Pipe	,,,,	•	in.
	<b>сс.</b>	Drill Pipe Le			<u> </u>
Chlorides 7,000	P.P.M.	Test Tool Les	· · · · · ·	ft. Tool Siz	<i>51</i> /_
Jars: Make VTC Serial Number	700	Anchor Leng	7/, —	ft. Size_ n. Bottom Chok	e Size 3/4 in.
Did Well Flow?Reversed Out		Surface Choke Main Hole S	<b>7</b> //~		Size 4/2 XH in.
710-1/ 510-0/-	7	Main Flore 3			5126
Blow: Weak Strady B	10W / 1N	Ch . / /	Buck	<del>- 7</del>	
		, , , , , , , , , , , , , , , , , , ,			
Recovered 5 ft. of Sightly	oil Speed	co m	<u> </u>		
Recoveredft. of					
Recovered ft. of					
Recovered ft. of			_ <del>_</del>	- <del></del>	<del></del>
Recovered ft. of			<del> </del>	<del></del> -	
Chlorides P.P.M. Sample Jars u	sedRemarks:				<del></del>
	<del></del>				
A.M.			A.M.		A.M.
Time On Location 8:70	Time Pick Up Tool	10:00	P.M. Tim	e Off Location	P.M.
Time Set Packer(s) 12:05 P.M.	Time Started Off Botton	<u>. 3/5</u>	A.M. P.M. Max	imum Temperature_	1310
Initial Hydrostatic Pressure		(A) 23	P.S.I.		
Initial Flow Period	Minutes 30	(B)	//O P.S.I. to	(C) 66	P.S.I.
Initial Closed In Period	Minutes 4.5	_(D) <b>_</b>	P.S.I.		
Final Flow Period	Minutes 40	— (···/· — <b>- ·</b>	P.S.I. to	(F) 66	P.S.I.
Final Closed In Period	Minutes	_,	2 P.S.I.		
Final Hydrostatic Pressure		. (H)_ <b>æ</b> .ऽ	<b>9.3</b> P.S.I.		
COMPANY TERMS			i	FIELD IN	VOICE
Western Testing Co., Inc. shall not be liable for	damages of any kind to t	the neonatry or	nerconnel	Open Hole Test	\$
of the one for whom a test is made or for any	v loss suffered or sustair	ned directly or	indirectly	Misrun	\$
through the use of its equipment, of its statemer Tools lost or damaged in the hole shall be paid	nts or opinion concerning	g the results of	any test. is made.	Straddle Test	\$
				Jars	\$
All charges subject to 12% interest after 60 d for collection will be added to the original amou	ays from date of invoic	e, Any expense	incurred	Selective Zone	\$
102 CONSTITUTE TO THE POPULATION OF THE POPULATIO			J	Safety Joins Standby	\$
1 January Pa	1-0-0				SPECETVED MISSION
Test Approved By W Signature df Customer or his	authorized representativ			Extra Packer	SOURATHINI : 100/
Signature discussioner of mis	addionized representativ	_	l	Circ. Sub. STATE	\$ <u>-01021</u>
+	1		<b>\</b>	Mileage	1817/1 11 123.
Slint	Store	_		Fluid Sampler	NOTION DIVISION
Western Representative				Extra Charts	CONTRACTION DIVISION CONTRACTOR C
	71		/	Insurance	T wife him have
	1 /101 1	~ ~ .	1	Telecopier	<b>&gt;</b>





15.055.21256.0000

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## ALLIED CEMENTING CO., INC. Home Office P. O. Box 31 Russell, Kansas 67665

110

112								
	Sec.	Γwp.	Range	Called Out	On Location	Job Start	Finish	
Date //- 21-	93 18	21	34		2:00 Am		6:00 AM	
Lease Keste	Well No.	2-18		rend 1	1W-25-1W	-34 Finney	12 State	
Contractor A	bererons	ie RTI	#8	Owner	Lebsack	Of E.S. Proc	<u>L</u>	
Type Job S	ur Face_			_  You are be	Cementing Co., Inc. ereby requested to rent	cementing equipment at	ad furnish	
Hole Size	1.	т.р. 3	07'	cementer s	and helper to assist ow	mer or contractor to do	work as listed.	
Csg. S	55/8	Depth	02'	Charge To	About	L' PTN		
Tbg. Size		Depth		Street	Abercram		<del></del>	
Drill Pipe		Depth		<del></del>	Jichita _		12.40	
Tool		Depth		The above was done to satisfaction and supervision of owner agent or				
Cement Left in Csg.	151	Shoe Joint		Purchase Or			<del></del>	
Press Max.		Minimum		- V A	1 0	Not	<del></del>	
Meas Line	_	Displace		A VM	thony 1			
Perf.						CEMENT 		
				Ordered	225 sks	60/40 poz 3%C	c-2%/61	
	EQUIPME	INT		Consisting		1-9		
okley No.	Cementer		lalt	Common		5Ks 0685	92425	
Pumptrk 191	Helper			Poz. Mix Gel.	90	Sks 2 300 Sks 2 200	27000	
No.	Cementer			- Chloride		5ks 2 2500	17500	
Pumpuk	Helper			Quickset				
	Driver	5+	eve	-	<u> </u>			
Bulktrk Bulktrk	Driver			_		Sales Tax		
DUIKTE	Dilver				100	Sales 12x	00-00	
		<u> </u>		- Handling	1 - por 5	K	225 00	
DEPTH of Job			00	Mileage	44 par skl	mil.	45000	
	Vimptruc	k	430 00	50	milo	Sub Total	2 044 75	
9	8% Plus		4200				2,044	
	295	mil.	112 50	_		er		
	s - Ber - L	Sub Total		- Floating E		Total		
		Tex	<u> </u>	_\	<del></del>			
<u> </u>		Total	58450	<u> </u>				
Remarks:		-:				<del></del>		
Com	ent Did	6-2-	/		<del></del>			
	<del></del>	4FC		_		<del></del>		
				-				
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## **GENERAL TERMS AND CONDITIONS**



DEFINITIONS: In these terms and conderons, "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

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 accom-

plish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

Phone 9.3-483-2627, Russell, Kansas

Phone 316-793-5861, Great Bend, Kansas

Phone Plainville 913-434-2812

Phone Ness City 913-798-3843

4954

## ALLIED CEMENTING CO., INC. Home Office P. O. Box 31 Russell, Kansas 67665

New	Home Uttice P. U. Box 31	Kussell, Kansas 0/005			
Sec.	• • • • • • • • • • • • • • • • • • •	alled Out On Location Job Start Finish			
Date 11-29-93 18	<del>                                     </del>	30 Am 3:30 Am 5:30 Am 10:95Am			
Lease L. R. Kester Well No.	2-18 Location Fren	d 11w-25-1w 345 Finney KS.			
Contractor Abercon bie	004 # 8	Owner 40659ck Oil Production			
Type Job		To Allied Cementing Co., Inc. You are hereby requested to rent cementing equipment and furnish			
Hole Size 7 7/8	T.D. 4900	cementer and helper to assist owner or contractor to do work as listed.			
Csg.	Depth	To Abercrombie orly.			
Tbg. Size	Depth				
Drill Pipe	Depth	Street 801 Union Center			
Tool	Depth	The above was done to satisfaction and supervision of owner agent or			
Cement Left in Csg.	Shoe Joint	contractor.			
Press Max.	Minimum	Purchase Order No.			
		x Unitory / (and			
Meas Line	Displace	CEMENT			
Perf.		Amount 355 SK. 60/40 poz 670 sel /4 Flosoal/SKI			
EQUIPM	MENT	Consisting of			
No. Cementer	Kan	Common 213 5K5 7 655 1,459 65			
Pumptrk 300 Helper	Fi+3	Poz. Mix 142 SKs 3 300 42600 Gel. 12 SKs 3 700 8400			
No. Cementer  Pumptrk Helper		Chloride			
Driver		Fla-Sec   89 165 0 10 97 90			
Bulktrk 205	Stere				
Bulktrk Driver		Sales Tax			
DIDELL - L I-L	:	Handling SK 355			
DEPTH of Job  Reference:	, , , , , , , , , , , , , , , , , , , ,	Mileage 46 por skl mile 710 00			
- 1 Junptru	-	Sub Total 3 13 195			
	1/2 50				
1-81/8 Dry Hol	le Plus 2100	Total			
	Tax	- Floating Equipment			
	Total 658 50				
Remarks: 100 Sk. @ 3100 St.	10 St. @ 40ft.				
50 St. @ 2260 ft.	15 SK, in Riet Hol	300			
50 SK @ 1200 ft.		STATE CONTROL TO A SOUN			
50 SK, Q 650 St,		STATECH			
So st. @ 350 H.		MAN WAY			
		CONSERVATION DIVISION			

## GENERAL TERMS AND CONDITIONS

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.—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. Notwith-standing 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.

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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 work-manship 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.