# Kansas Corporation Commiss OIL & GAS CONSERVATION DIVISION

# **WELL COMPLETION FOR**

**WELL HISTORY - DESCRIPTION OF WELL** 

6039

Name: L. D. Drilling, Inc. Address: R.R. 1 Box 183 B

Operator: License # \_\_\_\_

	Empore in the minimum
ION COMMISSION	KANSAS COLIVORALIC LOCI MILITARIO.1  Form ACO-1 September 1999
	NUG (Form Must Be Typed
ETION FORM TION OF WELL & LEA	$\sim -9 - 0$
105.00	126-0000NORTOWAL
API No. 15 - 185-23	2n
County: STAFFOI	
	1.2− <sub>Twp.</sub> 22 s. R. 14 ☐ East  West
	feet from S (N)(circle one) Line of Section
	feet from E /(W/(circle one) Line of Section
ū	Nearest Outside Section Corner:
(circle one) NE	
Lease Name: WILLIAM	4S "G" Well #: #2
Field Name:	Smallwood
Producing Formation:	Arbuckle
Elevation: Ground: 192	23 Kelly Bushing: 1928  Ig Back Total Depth:
Total Depth: Plu	g Back Total Depth:
Amount of Surface Pipe Se	t and Cemented at 347 Feet
Multiple Stage Cementing (	<del></del> -
If yes, show depth set	Feet
	ement circulated from
feet depth to	sx cmt.
Drilling Fluid Managemen (Data must be collected from th	nt Plan Aut   8/14/31 B
Chloride content	ppm Fluid volume bbis
Dewatering method used_	
Location of fluid disposal if	hauled offsite:
Operator Name:	
Lease Name:	License No.:
Quarter Sec	_ TwpS. R 🗌 East 🗍 West
County:	Docket No.:
or conversion of a well. Rumonths if requested in writing	nission, 130 S. Market - Room 2078, Wichita, ule 82-3-130, 82-3-106 and 82-3-107 apply. g and submitted with the form (see rule 82-3-be attached with this form. ALL CEMENTING temporarily abandoned wells.
<del></del>	
the oil and gas industry have	ve been fully complied with and the statements
the oil and gas industry have	
	ve been fully complied with and the statements
Lette	we been fully complied with and the statements  KCC Office Use ONLY
Lette	KCC Office Use ONLY
Lette	KCC Office Use ONLY  r of Confidentiality Attached

7.441.000	
City/State/Zip: Great Bend, KANSAS 67530	1980 feet from S / (N) (clrcle one) Line of Section
Purchaser:N.C.R.A.	feet from E / (circle one) Line of Section
Operator Contact Person: L. D. Davis	Footages Calculated from Nearest Outside Section Corner:
Phone: (620) 793-3051	(circle one) NE SE NW SW
Contractor: Name: Company Tools	Lease Name: WILLIAMS "G" Well #: #2
License: 6039	Field Name: Smallwood
Wellsite Geologist: Kim Shoemaker	Producing Formation: Arbuckle
Designate Type of Completion:	Flevation: Ground: 1923 Kelly Bushing: 1928
X New Well Re-Entry Workover	Total Depth: 3744 Plug Back Total Depth:
XOilSWDSIOWTemp. Abd.	Amount of Surface Pipe Set and Cemented at 347 Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used? ☐ Yes ☒ No
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:	_ · · ·
Original Comp. Date: Original Total Depth:	Drilling Fluid Management Plan Aur   8/14/31 JB (Data must be collected from the Reserve Pit)
Deepening Re-perf Conv. to Enhr./SWD	Chloride content ppm Fluid volume bbis
Plug Back Plug Back Total Depth	Dewatering method used
Commingled Docket No	
Dual Completion Docket No	Location of fluid disposal if hauled offsite:
Other (SWD or Enhr.?) Docket No	Operator Name:
	Lease Name: License No.:
5-05-01         5-12-01         5-16-01           Spud Date or         Date Reached TD         Completion Date or	Quarter Sec Twp S. R East West
Recompletion Date Recompletion Date	County: Docket No.:
Kansas 67202, within 120 days of the spud date, recompletion, workov Information of side two of this form will be held confidential for a period of	the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, were or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. 12 months if requested in writing and submitted with the form (see rule 82-3-s and geologist well report shall be attached with this form. ALL CEMENTING s. Submit CP-111 form with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promulgated to regul herein are complete and correct to the best of my knowledge.	ate the oil and gas industry have been fully complied with and the statements
Signature: Desire Wo winff	KCC Office Use ONLY
Title: Sec/Treas Date: 6-08-01	Letter of Confidentiality Attached
Subscribed and sworn to before me this 8th day of June	If Denied, Yes Date:
Subscribed and Sworn to before the thisday or	, Wireline Log Received
88-2001 Day O	, Geologist Report Received
Notary Public: Pachall Pachall	UIC_Distribution
Rashell Patten Date Commission Expires: $2-02-03$	KCC
Date Commission Expires: 2-02-03 NOTARY PUBLIC - STA  Rashell P  My Appt. Exp.	TE OF KANSAS Patten
OMPG EAU	

## Side Two

ested, time tool open a emperature, fluid recov	ind closed, flowing ery, and flow rates	nd base of formations and shut-in pressures if gas to surface test, nal geological well site	, whether s along with	hut-in press	ure reached s	tatic level, hydros	itatic pressu	res, bottom I	role
Orill Stem Tests Taken (Attach Additional Sh	eets)	X Yes No		Log	Formatio	n (Top), Depth an	d Datum	∑ Sar	nple
Samples Sent to Geolo	gical Survey	☐ Yes ☐ No		Name			Тор	Dat	um
Cores Taken Electric Log Run (Submit Copy)		Yes No			See	attachment	:		
ist All E. Logs Run:								·	
		CASING Report all strings set	RECORD	XX New	Used	on, etc.			
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	_	ight	Setting Depth	Type of Cement	# Sacks Used	Type and Addit	
Surface	12 1/4"	8 5/8"	24		347'	60/40 Poz	240	2% Gel	, 3% c
Production	. 7 . 7/8"	5 1/2"	14	#	3738	ACS	165	5#Kols	eal pe
		ADDITIONA	LOFMENT	NC 4 SOUTH	75 850000			<u> </u>	
Purpose: Perforate	Depth Top Bottom	Type of Cement		s Used	Used Type and Percent Additives				
Protect Casing Plug Back TD Plug Off Zone									
Shots Per Foot		ON RECORD - Bridge Plootage of Each Interval P				ture, Shot, Cement Sount and Kind of Mat		ırd	Depth
	_				400 gal	20% FE	(open h	ole) 3	744
			·						
TUBING RECORD	Size 2 1/2"	Set At 3735 *	Packer	Al	Liner Run	Yes No			
Date of First, Resumed Pr		hr. Producing Me	thod	Flowing	X Pumpin	g Gas Lift	, [] Qft	ner (Explain)	
Estimated Production Per 24 Hours	<del></del> _	Bbls. Gas	Mcf	Water 0	Bt	ols. Ga	as-Oil Ratio		Gravity
Disposition of Gas	METHOD OF C	OMPLETION	<u>-</u>		Production Interv	ral			

Marian Carlos

# DAILY DRILLING REPORT

# ORIGINAL

OPERATOR: L. D. Drilling, Inc.

WELLSITE GEOLOGIST: Kim Shoemaker

CONTRACTOR: Company Tools

SPUD: 5-05-01 9:45 P.M.

LEASE: Williams "G" #2

E/2 SE/NW Sec. 12-22-14

Stafford County, Ks.

ELEVATION:

\_\_\_\_\_1923 GR 1928 KB

PTD:

3750**'** 

SURFACE: Ran 8 Jts. new 8 5/8" Set @ 347' W/240 sx. 60/40 Pozmix, 2% Gel, 3% cc Did not circulate 1" cement W/100 sx. common W/3 sks cc on side. Cement came to cellar. Allied Plug down 7:00 A.M. 5-06-01

5-06-01	350' WOC
5-07-01	1420' Drilling
5-08-01	2498' Drilling
5-09-01	3225' Drilling (Mud up at 3300')
5-10-01	3520' Drilling
5-11-01	3744' DST #3 in progress
	3744' RTD
5-12-01	Ran 89 Jts. new 5 1/2" csg. Cement W/165 sx. ACS, 5# Kolseal per sack. Set at 3738' (6' off bottom

DST	#1	3442-98	Lans.	В	&	F	

TIMES: 30-45-45-60

BLOW: 1st Open bb in 9 min. 2nd open bb 19½ min.

RECOVERY: 341' gip, 196' ocmw

IFP:47-92 FFP:89-31 ISIP: FSIP: 802 788

DST #2 3553-3609 Lans. IJK

TIMES: 45-45-45

BLOW: 1st open blt to 6" 1. 2nd open blt to 2"
RECOVERY: 60' gip, 60' so&gcwm
5% oil, 10% gas, 10% water

IFP: 11-26 FFP:27-35ISIP: 307

DST #3 3682-3744 Simp. sand & arb.

TIMES: 45-45-45-

BLOW: 1st open bb in 5 min.

2nd open bb 25 min.

RECOVERY: 180' gip, 700' cgo, 120' smcgo 80% oil, 10% gas, 10% mud

IFP: FFP: 53-221 256-342

ISIP: 920 FSIP: 927

FSIP:

311

### SAMPLE TOPS:

Anhy 804-821		(+1124)
Heebner	3280	(-1352)-1' to producer
Brown Lime	3406	(-1478)
Lansing	3417	(-1489)
Base K/C	3621	(-1693)
Viola	3667	(-1739)
Simp. Şhale	3685	(-1757)
Arb.	3737	(-1809)
RTD	3744 <b>'</b>	(-1816)

AUG 0 2 2001

CONSERVATION DIVISION

# ALLIED CEMENTING CO., INC. 8028 Federal Tax I.D.# 48-0727860 SERVICE POINT: SERVICE POINT:

REMIT TO P.O. BOX 31

RUSSELL, KANSAS 67665			Moral	Bond.
	LLED OUT	ON LOCATION	JOB START	JOB FINISH
DATE 5.6.01 12 22 141  LEASE WELL# 2. LOCATION K 191	12:00 AM 281 11WV	1:45 AM	COUNTY	STATE
OLD OR NEW (Circle one) Fost into.	,		1,2	· · · · · · · · · · · · · · · · · · ·
CONTRACTOR & Drilling	OWNER Co.	Tools.		
TYPE OF JOB Surface.  HOLE SIZE 1244 T.D. 350	CEMENT			
CASING SIZE 854 DEPTH. 347	ANACHMECOR	DERED <u>240</u>	N. 60/112	ne 7
TUBING SIZE DEPTH	2% 661 3	5% CC	4PX 791	100 de-
DRILL PIPE DEPTH	1000 /	minima w/ s	X CC FOR M	de luch all
TOOL DEPTH	<u> </u>		Sere these	Coment.
PRES. MAX MINIMUM	COMMON		@	
MEAS. LINE SHOE JOINT	POZMIX			
CEMENT LEFT IN CSG.	GEL			
PERFS.	CHLORIDE		@	
DISPLACEMENT 21.6		KANSAS	COSPORATION C	₩####################################
EQUIPMENT			_@	
_			MOG 02 20	
PUMP TRUCK CEMENTER STATISTICS			_@	
#120 HELPER Blave T.			<del>I MOITAV</del> ŽJE	)NASION
BULK TRUCK	HANDLING	CON		
#341 DRIVER Farry 4.	MILEAGE			· <del></del>
BULK TRUCK				
# DRIVER			TOTAL	
REMARKS:		SERVI	CE	
Ran 8 % casing to bottom,	DEPTH OF JOI	3 347 '		
Time with sia sump, brook up to	PUMP TRUCK			
pump take & mixed 240 ax 14 mos 2+3.	EXTRA FOOTA		@	
shut down on se notices over nel ruse 8%	MILEAGE			
wines refine + displace w 21.2 bblo fresh h22.	PLUG <u>/- 홍</u>	FWP	@	-
tiant did not circulat. (1" with 100 DAY.			_@	
rommon 3% CC, coment was in cellar to surface.	)			·
•				
CHARGE TO: 22 Drilling Inc.			TOTAL	·
STREET R.R. Rox 183 B		FLOAT EQU	IPMENT	
CITY-Great Bend STATE Kansas ZIP 67530				
1			_@	
-Thank you.				
- I manke you.		<u> </u>	@	
			_ @	· <u> </u>
To Allied Comenting Co. Inc.			_@	. <del> </del>
To Allied Cementing Co., Inc. You are hereby requested to rent cementing equipment				
			TOTAL	<i></i>
and furnish cementer and helper to assist owner or				
contractor to do work as is listed. The above work was	d			
done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND"	TAX		<b>-</b>	
CONDITIONS" listed on the reverse side.	TOTAL CHAR	GE		
COMDITIONS IISled on the levelse side.	DISCOUNT —		IF PA1	ID IN 30 DAYS
1 1000 1/				
SIGNATURE & Som Mayhin	X DORK	IN MA	rghei,	<u> </u>

# GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Allied" shall mean Allied Cementing Co., Inc., and "Customer" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

- —TERMS: Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "ALLIED" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.
- —ATTORNEY FEES: In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.
- —PRICES AND TAXES: All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.
- —TOWING CHARGES: ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.
- —PREPARATION CHARGES: If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.
- —DEADHAUL, CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.
- —SERVICE CONDITIONS AND LIABILITIES: 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:
- (A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:
- (B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.
- 2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.
- 3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.
- WARRANTIES: 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.
  - 2. More specifically:
- (A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.
- (B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.
- (C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

ALLIED CEMENTING CO., INC Federal Tax I.D.# 48-0727860 SERVICE, POINT: · 'REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665 and Bond 5-11-01 ON LOCATION TWP. CALLED OUT JOB START DATE 5-11-01 LOCATION 281 & K-19 - 4W. LEASE William OLD OR NEW (Circle one) OWNER 5000 CONTRACTOR TYPE OF JOB tronutur **CEMENT** HOLE SIZE f.D. **<3744** AMOUNT ORDERED 165 A. ASC. 5 Kolden CASING SIZE 5. DEPTH 3738 12 Jack W/30# FL-10. **TUBING SIZE DEPTH** DRILL PIPE **DEPTH** DEPTH PRES. MAX DOS# @ [@]:::\/ **MINIMUM** COMMON. SHOE JOINT 12th 7 MEAS. LINE **POZMIX** KANSAS COMPORATION COMMISSION CEMENT LEFT IN CSG. 12.41 GEL CHLORIDE DISPLACEMENT 99 bb 3 **EOUIPMENT** PUMP TRUCK CEMENTER \_\_\_\_ HELPER ROLL HANDLING BULK TRUCK MILEAGE \_\_ Steve DRIVER **BULK TRUCK** TOTAL \_ DRIVER **SERVICE REMARKS:** Kolned per Soil DEPTH OF JOB 3238' PUMP TRUCK CHARGE EXTRA FOOTAGE Distacos With MILEAGE PLUG 1-53 Rulla TOTAL . CHARGE TO: L.O On Solom STREET RAI BOX 183 8 FLOAT EQUIPMENT CITY A BOX STATE @ @ · 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.

TOTAL CHARGE

DISCOUNT -IF PAID IN 30 DAYS

PRINTED NAME

TOOL

PERFS.

# 18.1

#342

# **GENERAL TERMS AND CONDITIONS**

DEFINITIONS: In these terms and conditions, "Allied" shall mean Allied Cementing Co., Inc., and "Customer" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

- —TERMS: Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "ALLIED" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.
- —ATTORNEY FEES: In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.
- —PRICES AND TAXES: All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.
- —TOWING CHARGES: ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.
- —PREPARATION CHARGES: If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.
- —DEADHAUL, CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.
- —SERVICE CONDITIONS AND LIABILITIES: 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:
- (A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:
- (B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.
- 2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.
- 3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.
- WARRANTIES: 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.
  - 2. More specifically:
- (A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.
- (B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.
- (C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.