

ARTICLE 1. GENERAL

1.1 The following terms and conditions, together with such terms as are set forth in the Purchase Order Form (the "Form"), with such plans, specifications or other documents as are incorporated by reference, as amended in any subsequent authorized writing from Purchaser, shall constitute the entire contract and purchase order agreement (the "Purchase Order") between Imperial Western Products, Inc. ("Purchaser") and Supplier. "Party" shall mean either Purchaser or Supplier. "Parties" shall mean both Purchaser and Supplier. If bid documents, performance specifications, technical product descriptions or other similar descriptive materials submitted or created by Supplier in connection with this purchase relationship between the Parties, have been referenced in any way, these shall not be deemed to supersede any contrary portions of these terms, but to the extent that any language is not inconsistent with Purchaser's requirements, it will constitute a part of the basis of the Purchase Order. If this Purchase Order is construed as an offer, this offer expressly limits acceptance to the terms of this offer and notice of objection to any different or additional terms in any response to this offer is hereby given. If this Purchase Order is construed as an acceptance of an offer, this acceptance is expressly conditioned upon the offeror's assent to any different or additional terms contained or referenced in this Purchase Order. If this Purchase Order is construed as a confirmation of an existing contract, the Parties agree that this confirmation states the exclusive terms of any contract between the Parties. This Purchase Order shall be deemed to have been accepted by the Supplier upon receipt by the Purchaser of any writing, including a writing transmitted by fax or other means of electronic transmission, indicating acceptance, or by any of the following: (i) shipment of the goods or any portion thereof, (ii) commencement of any work on site or (iii) performance of any services hereunder.

1.2 In order to acknowledge and document various events during the performance of the Work, Purchaser may from time to time sign Supplier's forms, such as delivery tickets, labor tickets, time sheets, bills of lading, sales orders, tickets or acknowledgements. Supplier agrees that any such signature by Purchaser on a Supplier provided form is for the sole purpose of acknowledging deliveries of materials or equipment, or quantities provided by Supplier. Notwithstanding the foregoing, in no instance shall any terms and conditions on any Supplier provided forms or documents amend, modify, waive, or release any aspect of the Purchase Order. Under no circumstances will terms and conditions on any Supplier provided form or document be binding on Purchaser regardless of whether such document is attached to a Form. Supplier expressly agrees that any such additional terms and conditions on any Supplier provided forms do not form part of this Purchase Order and hereby waives and releases Purchaser from and against any such claims at law, equity, or otherwise related to any Supplier provided forms.

ARTICLE 2. RELATIONSHIP OF THE PARTIES

2.1 Independent Contractor Supplier is an independent contractor and shall maintain complete control of and responsibility for its employees, suppliers, sub-contractors, and agents (collectively, "Lower Tier Suppliers"). Supplier shall also

be solely responsible for the means and methods for carrying out the Work and for the safety of its Lower Tier Suppliers.

2.2 Lower Tier Suppliers

2.2.1 The names of any proposed or existing Lower Tier Suppliers who shall perform a portion of the Work shall be submitted to and pre-approved in writing by Purchaser prior to commencing with the provision of any the Work hereunder.

2.2.2 Supplier shall be solely responsible for any purchase orders, contracts, or agreements made by Supplier with any Lower Tier Suppliers in connection with the Work. Neither this Purchase Order nor any purchase order issued by Supplier to any Lower Tier Supplier shall create any contractual relationship between such Lower Tier Supplier and Purchaser, nor any liability of Purchaser to such Lower Tier Supplier. Supplier shall indemnify Purchaser from any and all claims of any Lower Tier Suppliers.

2.3 Non-exclusive

Notwithstanding anything to the contrary, Purchaser makes no commitment of any kind with respect to a business volume or the like.

ARTICLE 3. SCOPE OF WORK/DELIVERY

3.1 Supplier shall provide such goods and/or services (collectively "Work") as described below or as specified in the Form.

3.2 Performance

Supplier shall perform the Work in accordance with the Purchase Order. If this is not the case, Purchaser reserves the right to procure alternate suppliers and, whether or not Purchaser procures alternate suppliers, Purchaser will have the right to hold Supplier accountable for all costs, losses, damages and expenses incurred by Purchaser.

3.3 Delivery

3.3.1 Timely completion and delivery of the Purchase Order is of the essence. Supplier shall immediately notify Purchaser of any actual or potential delivery delays. If delivery of goods is early, delayed or not in accordance with the Purchase Order, Purchaser reserves the right to reject the goods, purchase elsewhere and hold Supplier accountable for all costs, losses, damages and expenses incurred by Purchaser. If at any time Supplier has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause and duration of the anticipated delay will be given immediately to Purchaser. Acceptance of late delivery of goods shall not be deemed a waiver of Purchaser's right to hold Supplier liable for any loss or damage resulting therefrom, nor shall it act as a modification of any of Supplier's performance obligations hereunder. In case of shortage in the delivered goods, an adjustment will be made to the price, insofar Purchaser accepts the delivery. In no event will Purchaser be required to pay for any quantity of goods delivered in excess of the quantity specified in the Form.

3.3.2 Delinquency in delivery or otherwise unsatisfactory service will be considered cause for cancellation and/or

rejection of custom and non-custom goods at no expense to Purchaser.

3.3.3 In the event Supplier is delayed in delivering goods and such delay is caused by war, riot, civil insurrection, act of public enemy, act of civil or military authority, fire, flood, earthquake, or act of God, such delay shall be excused, provided that if any such delay continues for a period of ten (10) days or more, then Purchaser may terminate the Purchase Order upon written notice to Supplier without penalty. Supplier shall not be entitled to additional or extra compensation by reason thereof. In the event of any such occurrence, Supplier shall deliver such goods, if any, which can be delivered notwithstanding any such occurrence. If the agreed final delivery is delayed through a cause which Supplier could have reasonably controlled or anticipated and overcome through the exercise of commercially reasonable diligence, and as a result Purchaser shall have suffered loss but does not elect to terminate the Order in accordance with the previous sentence, then Supplier undertakes to pay liquidated damages (not a penalty) of 0.5% of the Order Price for each week of delay up to a maximum of 10% of the Order Price. Liquidated damages are not applicable in the event of concurrent delays caused by Purchaser.

3.4 Title and Risk of Loss

3.4.1 Title to the Work will transfer from Supplier to Purchaser upon Purchaser's receipt of the goods at the location designated in the Form or specified in writing by the Purchaser, for delivery of goods. ("Delivery Place").

3.4.2 Notwithstanding anything to the contrary herein, the risk of loss to the goods shall remain with Supplier until actual delivery of the goods to Purchaser or its customers at the Delivery Place specified on the Form, or at such other Delivery Place specified in writing by Purchaser.

3.5 Packaging and Documentations

3.5.1 Supplier shall package and label any goods shipped under the Purchase Order in accordance with standard commercial practices customary for similar shipments. To the extent that any goods contain hazardous materials, Supplier will provide all relevant information pursuant to Occupational Safety and Health Act (OSHA) regulations 29 CFR 1910, 1200, as amended, if applicable, including complete Material Safety Data Sheet (OSHA Form 20), and any other applicable law, rule or regulation, and mandated labeling information, or any similar requirements in any other jurisdictions to which Purchaser informs Supplier the products are likely to be shipped.

3.5.2 Extra charges, including but not limited to charges for packing, boxing or cartage under the Purchase Order will not be permitted except as agreed to by the Parties in writing. Supplier's failure to ship by the most economical means that is reasonably available may result in a back charge of the additional freight expense incurred.

ARTICLE 4. INSPECTION AND REJECTION

4.1 Inspection

Purchaser may at any time, but is not obliged to, inspect and test the Work, whether it be at Supplier's plant, any sub-supplier's plant, or a third-party inspection location during

manufacture, upon completion, and at destination before acceptance. Purchaser's inspection, receipt and payment for the Work will not be deemed acceptance thereof by Purchaser. Nor shall receipt of goods by Purchaser's customer, or inspection or testing of goods received by Purchaser's customer, shall not constitute acceptance of such goods by Purchaser.

4.2 Rejection

Purchaser may reject or revoke acceptance of any and all goods found by Purchaser: (a) not to be in compliance with: (i) the warranties applicable to such goods, (ii) the specifications, design, drawings, or descriptions for such goods, or (iii) with any other term or instruction set out in the Order; (b) to be unsatisfactory; (c) to be suspect due to defects or nonconformities in similar goods; or (d) to have been rejected or returned by Purchaser's customers. If any goods are rejected or acceptance is revoked, Purchaser may, without prejudice to any other rights or remedies, and without authorization from Supplier, return the goods or any part thereof to Supplier, and all amounts theretofore paid by Purchaser to Supplier on account of the purchase price of such returned goods, together with any costs incurred by Purchaser in connection with the original delivery and/or return of such goods, shall be repaid to Purchaser by Supplier or set-off by Purchaser. In the event of any rejection or revocation of acceptance of any goods, Supplier shall have no right to cure the defect causing rejection or revocation of acceptance or to furnish replacement goods, although Purchaser may, in its sole discretion, elect to require correction or cure of such defect or the furnishing of replacement goods, all at the sole cost and expense of Supplier. Any right exercised by Purchaser hereunder will not be in limitation of any rights which Purchaser may have under this Purchaser Order or under applicable laws.

ARTICLE 5. TERMS OF PAYMENT

5.1 Invoicing

5.1.1 Supplier shall submit to Purchaser separate invoices for each Purchase Order not more than once each month. Such invoices shall represent the value of the completed Work and shall be prepared in a format reasonably acceptable to Purchaser, with supporting documentation as necessary or as Purchaser may request from time to time. Payment shall be due as set forth on the Form, or if not stated on the Form, as otherwise set by Purchaser. If Purchaser disputes any part of an invoice, Purchaser is not obliged to pay for the disputed part of the invoice, and upon Purchaser's request, Supplier shall reissue the invoice to include only the undisputed part.

5.1.2 If applicable law or regulation requires the payment of any sales or use taxes on account of a transaction, which tax is imposed upon Purchaser, then such amount of tax shall be stated separately on the invoice and accrued and paid directly by Supplier to the state as required by statute. In all cases, taxes imposed, if any, shall be stated separately on all invoices. If Purchaser incurs any additional taxes or penalties from a taxing authority due to incorrect or incomplete information furnished by Supplier, Supplier will be responsible for all such additional taxes, penalties, and any legal expenses incurred by Purchaser. Supplier shall be liable for all taxes applicable to income or profits received by Supplier in relation to the Work.

5.1.3 Purchaser may withhold payment hereunder for Supplier's failure to provide insurance certificates that comply with the requirements of the Purchase Order. Payment shall be deemed to have been made when deposited in the mail or sent by electronic delivery. Payment of an invoice shall not constitute acceptance of the goods and shall be subject to appropriate adjustment for failure of Supplier to meet the requirements of the Purchase Order. Supplier shall have ninety (90) days after delivery of the goods, rental or performance of services, to invoice, in a form and manner satisfactory to Purchaser at Purchaser's sole discretion, for Work. In the event Supplier fails to invoice Purchaser for all amounts due within such timeframe, Supplier waives the right to seek payment for and releases Purchaser from any obligation to pay such amounts. In the event Purchaser is required to or agrees to pay invoices not submitted within ninety (90) days after delivery, then Purchaser may withhold from such payment the amount of fifty percent (50%) of the applicable invoice, and Supplier agrees and acknowledges that such amount is a liquidated damage and represents a fair, reasonable, and proportionate approximation of Purchaser's damages caused thereby and do not constitute a penalty.

5.2 Payments and Progress Payments

Payment for completed Work under all Purchase Orders shall be made by Purchaser to Supplier in accordance with the terms specified on the Form or elsewhere within this Purchase Order for the approved invoice amount, less any retainage specified elsewhere in this Purchase Order. The prices shall include all applicable federal, state, and local taxes, duties or other governmental charges and feeds imposed on the sale, use, production, or handling of the Work unless otherwise agreed by the Parties in the Form or in writing ("Price"). Progress payments to Supplier shall not constitute acceptance of the Work. Cash discounts shall apply from the date a correct, properly supported invoice is received by Purchaser. All payments to Supplier shall be made in United States Dollars unless otherwise indicated within this Purchase Order.

5.3 Final Payment

Upon completion of the Work pursuant to the terms and conditions of the Purchase Order, Supplier shall notify Purchaser in writing thereof and that final payment therefore is due and shall be made in accordance with the terms of this Purchase Order.

5.4 Liens

Supplier shall promptly pay for all the Work, labor, materials, and equipment used or employed by Supplier under all Purchase Orders and shall maintain all materials, equipment, structures, buildings, and premises free and clear of mechanic's or other liens. Supplier shall be required, upon completion of the Work subject to this Purchase Order and before final payment is due, to furnish Purchaser, (i.) a form satisfactory to Purchaser and sufficient to effect the appropriate release of or defense of any applicable liens pursuant to applicable law, (ii.) reasonable evidence that all of the Work, labor, materials, and equipment have been paid in full.

6.5 Setoff

Purchaser may credit toward the payment of any monies that may become due Supplier under the Purchase Order, any sums which are now or hereafter may be owed to Purchaser or by Supplier or by an affiliate of Supplier.

ARTICLE 6. OBLIGATIONS OF SUPPLIER

6.1 The Work shall be completed promptly following execution of this Purchase Order, or by the times specified in the Form.

6.2 Warranty

Supplier warrants that all goods supplied under the Purchase Order will be: (i) in strict accordance with the specifications, samples, drawings or other descriptions provided by or through Purchaser, and all applicable performance and material standards, including without limitation, and by way of example only, those defined by the American National Standards Institute (ANSI) and the American Society for Testing and Materials (ASTM); (ii) new (unless otherwise expressly stated on the Form), (iii) merchantable and free from defects in design, material and workmanship; (iv) fit for the purpose for which they are intended; and (v) produced in compliance with all laws, rules, regulations, and standards, including without limitation, the Occupational Safety and Health Act (OSHA). Supplier further warrants that: (i) the goods (including, but not limited to, the manufacture, sale, and Purchaser's or its customer's intended use of such goods) do not and will not infringe on any patents or other proprietary interests (including, but not limited to, copyrights, trademarks, and trade secrets); and (ii) it has, and will convey to Purchaser, good and marketable title to the goods, free and clear of all security interests and all other liens and encumbrances. Supplier further warrants that all services will be performed in accordance with the standards of care and diligence normally practiced by persons performing similar services and in the best workmanlike manner. If goods require calibration, filling, or assembly (including assembly to other goods), Supplier shall provide Purchaser written instructions and procedures, train Purchaser's or its customers' personnel on such procedures when necessary, and certify Purchaser's or its customers' personnel and facilities as needed, which training and certification shall be subject to the same warranty as other services provided by Supplier. All warranties provided herein shall apply to goods calibrated, filled, modified, or assembled in accordance with Supplier's instructions and procedures, or industry standards. Supplier acknowledges that these warranties will be assigned and passed on to Purchaser's customers, and hereby consents to such assignments. In the event Purchaser's customer or any other third-party makes a claim relating to any good or service, Supplier will, to the extent Purchaser requests, directly participate in responding to such claim. Such participation shall not diminish, limit, waive, or otherwise impair Purchaser's right to satisfy any such claim, or any of its rights under the Purchase Order. The representations and warranties set forth herein shall survive any inspection, delivery, or acceptance of, or payment for, the goods or services, as well as completion of the Purchase Order or termination of any portion of the Purchase Order.

6.3 Insurance

6.3.1 Supplier shall, on or before the commencement of Work and as a condition of payment, procure and maintain during the

term of this agreement the following types and minimum amounts of insurance:

(a) Commercial general liability insurance (including, but not limited to, product liability, contractual liability, commercial operations, property damage, explosion, collapse and underground damage hazards), and automobile liability insurance covering owned, non-owned or rented automotive equipment to be used in the performance of the work to be performed by contractor and architect, legal liability and completed operations/products liability, with minimum limits of One Million Dollars (\$1,000,000) and One Million Dollars (\$1,000,000) respectively combined single limit per occurrence. Such liability insurance shall provide contractual coverage and, if applicable, Blanket XCU.

(b) Worker's compensation insurance in a form prescribed by the laws of the applicable jurisdiction and employer's liability insurance coverage with minimum limits of One Million Dollars (\$1,000,000) per occurrence;

(c) Professional liability insurance with minimum limits of Two Million Dollars (\$2,000,000) protecting Supplier, Purchaser and as may be required by Purchaser, Purchaser's landlord, from errors and omissions of Supplier from or in connection with the performance of Supplier's services and the Work.

(d) Automobile Liability insurance for owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence.

(e) Umbrella Liability insurance with a follow-form policy covering Employers Liability, General Liability, and Automobile Liability in a combined single limit of not less than Ten Million Dollars (\$10,000,000).

(f) Supplier shall furnish Purchaser with original certificates of insurance meeting or exceeding the coverage(s) required hereunder.

(g) Insurance coverage shall include Purchaser as a named additional insured and state that the policies may not be changed or terminated without at least 30 days prior written notice to Purchaser. Such insurance shall be primary to, and receive no contribution from, any insurance maintained by or on behalf of Purchaser, and Purchaser shall not be responsible or liable for any deductibles, self-insured retentions and/or premiums of Supplier's insurance. Where Purchaser is an additional insured, such insurance shall be without any limitation that restricts the scope of coverage afforded thereunder to Purchaser to less than that afforded to Supplier. Supplier shall require its underwriters and/or insurers to waive their rights of subrogation against Purchaser and its insurers.

6.4 Indemnification

6.4.1 SUPPLIER AGREES TO INDEMNIFY, DEFEND, AND HOLD PURCHASER HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, AND SETTLEMENTS, AS WELL AS COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, RELATED TO THE DEFENSE OF ANY OF THE ABOVE ("DAMAGES"), WHICH MAY BE ASSERTED AGAINST PURCHASER OR TO WHICH PURCHASER MAY HEREAFTER BE SUBJECT, PAY OUT, OR REFUND AND WHICH ARISE OUT OF OR ARE IN ANY MANNER CONNECTED WITH THE ORDER, SUPPLIER'S OR ITS AGENTS', EMPLOYEES', OR SUBCONTRACTORS' PERFORMANCE THEREUNDER, OR WITH THE SALE, USE, DESIGN, MANUFACTURE, MARKETING, QUALITY OF GOODS SUPPLIED, OR PERFORMANCE OF ANY SERVICES

UNDER THE PURCHASE ORDER. WITHOUT LIMITING THE SCOPE OF THIS INDEMNITY, THIS INDEMNITY SHALL EXTEND TO DAMAGES ARISING UNDER SUPPLIER'S WARRANTY OBLIGATIONS, EXPRESS OR IMPLIED, WHETHER BY CONTRACT OR IN LAW OR EQUITY, TO PURCHASER, PURCHASER'S CUSTOMERS OR OTHERS, AND PRODUCT LIABILITY BASED ON STRICT LIABILITY. THIS INDEMNITY DOES NOT EXTEND TO DAMAGES SOLELY CAUSED BY PURCHASER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. FOR PURPOSE OF THIS INDEMNITY, "PURCHASER" SHALL EXTEND TO AND MEAN PURCHASER AS WELL AS ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES. SUPPLIER SHALL ALSO INDEMNIFY PURCHASER FOR ANY CLAIMS OR LOSSES ARISING FROM THE SHIPMENT OR TRANSPORTATION OF THE GOODS BY SUPPLIER, INCLUDING BUT NOT LIMITED TO ANY CLAIMS OR LOSSES FOR ENVIRONMENTAL OR POLLUTION DAMAGE ARISING OUT OF OR IN CONNECTION WITH SHIPPING OR TRANSPORTING THE GOODS.

6.4.2 Limits of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS PURCHASE ORDER OR PROVIDED FOR UNDER ANY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL PURCHASER OR SUPPLIER BE LIABLE TO ANY PERSON, EITHER IN CONTRACT OR TORT, FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT AND INDIRECT LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, OR LOSS OF PROSPECTIVE REVENUE, RELATING TO THIS PURCHASE ORDER, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO THE OTHER PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH OTHER PARTY.

6.5 Codes, Laws, and Regulations

Supplier shall comply with all applicable codes, laws, regulations, standards, and ordinances in force including without limitation laws that relate to labor and employment, safety, the environment, competition, (data) privacy, anti-corruption, bribery, anti-money laundering, export controls and economic sanctions, manufacturing, packaging, labelling, shipment and sales, during the term of this Purchase Order. Supplier, at its own expense, shall obtain and maintain all certifications, authorizations, licenses and permits necessary to conduct its business and perform its obligations under this Agreement. Supplier shall have in place a code of business conduct that includes, but is not limited to, policies on gifts, anti-corruption, fair labor standards, export controls and sanction compliance, and safety procedures.

6.6 Publicity

Supplier shall not disclose the nature of the Work or engage in any other publicity or public media disclosures with respect to this Purchase Order without the prior written consent of Purchaser. Notwithstanding the restrictions contained in this Article 6.6, nothing in this Purchase Order shall preclude Supplier from publicly disclosing the fact that Supplier has performed the Work for Purchaser.

6.7 Access to Records

Supplier shall keep full and detailed accounts as may be necessary and satisfactory to Purchaser to ensure compliance with the pricing structure under the Purchase Order. Purchaser, its agents, and customers shall be afforded access to all of Supplier's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to the Purchase Order, and Supplier shall preserve all such records for a period of five (5) years after final payment

6.8 Working Files

Supplier shall maintain files containing all deliverable documentation, including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of the Work. Supplier shall provide copies of the information contained in its working files to Purchaser upon request of Purchaser.

6.9 Safety

Supplier is solely responsible for the health and safety of its own employees and its Lower Tier Suppliers. If and when Purchase designates a contractor with general control of the Site, Supplier shall comply with said contractor's health and safety plan. Supplier shall comply with all applicable laws and regulations related to health and safety. If any of Supplier's employees, agents, or representatives ("Supplier Personnel") enter upon Purchaser's premises or Purchaser's customer's premises, Supplier shall ensure that such Supplier Personnel abide by and follow all laws and all health, safety, and other rules and regulations established by Purchaser or Purchaser's customer.

ARTICLE 7. FORCE MAJEURE

Neither Party will be deemed to be in breach of this Purchase Order to the extent that non-performance is beyond a Party's reasonable control and is not caused by its fault or negligence and could not have been prevented by such Party through reasonable precautions or mitigation efforts (a "Force Majeure"), which includes but is not limited to non-performance due to fire, flood, hurricane, earthquake, other elements of nature, epidemic, war, national emergency, terrorism, riots, rebellions, revolutions, other civil disorders, actions of military authorities or embargo. During any period of a Force Majeure, (i) Supplier shall continue to perform to the fullest extent possible and, in case of any shortage, (ii) Supplier shall allocate its available supply of goods such that, on a percentage basis, the reduction in the quantity of goods available for Purchase is no greater than the overall reduction in goods available by Supplier and (iii) Purchaser may cancel the Purchase Order or Form without penalty, liability or compensation being due by Purchaser. embargo. During any period of a Force Majeure, (i) Supplier shall continue to perform to the fullest extent possible and, in case of any shortage, (ii) Supplier shall allocate its available supply of goods such that, on a percentage basis, the reduction in the quantity of goods available for Purchase is no greater than the overall reduction in goods available by Supplier and (iii) Purchaser may cancel the Purchase Order or Form without penalty, liability or compensation being due by Purchaser.

ARTICLE 8. OBLIGATIONS OF PURCHASER

8.1 Timely Review

Purchaser shall examine Supplier's studies, reports, proposals, and other documents related to the Work and render decisions required by Supplier in a timely manner.

8.2 Technical Guidance and Information Transfer Purchaser may, at its sole discretion, provide technical guidance on Purchase Order performance. Technical guidance may include:

- (a) Guidance that assists Supplier in accomplishing the Work
- (b) Review comments on deliverables
- (c) Copies of technical guidance documents relative to the Work, as they are made available to Purchaser, provided that technical guidance shall be issued in writing or, after verbal issuance, confirmed in writing

8.3 Furnished Data

Purchaser shall provide Supplier's technical data in its possession as requested by Supplier, including, but not limited to, previous reports, maps, surveys, borings, and other information relating to the Work, as Purchaser reasonably determines. Supplier may reasonably rely upon the accuracy of the information provided by Purchaser, unless Purchaser expressly states in writing its inability to verify the accuracy of particular information.

8.4 Changes

Purchaser reserves the right to make changes at any time in any one or more of the following: specifications, drawings, design, and data for goods to be specifically manufactured for Purchaser or Purchaser's customers; as well as method of shipment or packing; time or place of delivery; quantities of goods (increase or decrease). If any such change or changes causes an increase or decrease in the cost of or time required for performance of the Purchase Order, Purchaser and Supplier shall equitably adjust the Purchase Order Price or delivery schedule (or both). Supplier shall not unilaterally change the Order or substitute goods. Nothing contained in this paragraph shall excuse or release Supplier from proceeding without delay in the performance of the Purchase Order as changed. No changes to this Purchase Order, including to the Work, shall be valid except to the extent such changes are in writing and mutually agreed by the Parties.

ARTICLE 9. TERMINATION

9.1 Cancellation

For non-custom goods, and/or services, Purchaser may cancel the Purchase Order, in whole or in part, at any time prior to receipt of goods. As to custom goods designed and manufactured exclusively for Purchaser, Purchaser and Supplier shall equitably determine a cancellation charge for such goods taking into account the liability of Purchaser's customer to Purchaser for such cancellation.

9.2 Termination

a) In case Supplier does not (timely or properly) perform its obligations under the Purchase Order, Supplier shall automatically be in default without any notice of default being required, and Purchaser is entitled to, without prejudice to any other rights or remedies Purchaser may have and without having to pay any compensation, rescind this Purchase Order in

whole or in part, terminate this Purchase Order with immediate effect or suspend the performance of its obligations under the Purchase Order.

(b) Each Party is entitled to terminate this Purchase Order in whole or in part with immediate effect if the other Party (i) decides to dissolve the legal entity or company, (ii) applies for or is subject to insolvency proceedings (whether or not temporarily), or (iii) becomes insolvent.

(c) Purchaser is entitled to terminate this Purchase Order in whole or in part with immediate effect if (i) Purchaser, in its sole discretion, determines that a change in law or economic sanctions or export controls prohibit or create risk for it to continue under the Purchase Order or believes that continuing with the Purchase Order will put Purchase Order at risk of violating anti-corruption or bribery laws, (ii) Supplier merges, splits or in any way ceases or transfers (part of) its business or (iii) any event or circumstance occurs that, in the opinion of Purchaser, will or may adversely affect Suppliers ability to comply with this Purchase Order and its legal obligations.

(d) In the event of termination by Purchaser in accordance with this Purchase Order, Purchaser shall not be liable to pay Supplier compensation for the performances that have not been carried out by Supplier and Supplier shall not be entitled to any compensation in relation to the premature termination of this Purchase Order.

10. GENERAL LEGAL PROVISIONS

10.1 Proprietary Information

Except when otherwise authorized in writing by Purchaser, all drawings, specifications, technical data, and other information furnished to Supplier either by Purchaser or developed by Supplier or others in connection with the Work rendered are, and shall remain, the property of Purchaser, and may not be copied or otherwise reproduced or used in any way except in connection with the Purchase Order, or disclosed to third parties or used in any manner detrimental to the interest of Purchaser. Supplier grants to Purchaser and its affiliates and its and their successors and assigns a perpetual, transferable, royalty free license to practice in connection with the Work any and all intellectual property held by Supplier. Supplier will acquire no right, title, interest or license in any of Purchaser's or its affiliates' or customer's intellectual property. Supplier shall use Purchaser intellectual property and intellectual property of Purchaser's customer's solely and to the extent necessary for the performance of the Work.

10.2 Nondisclosure Agreement

To enable the Supplier to conduct activities related to the Work, it may be necessary for Purchaser to disclose proprietary or confidential information to the Supplier. Such information may include, but is not limited to, drawings, data, designs, inventions, and other technical information supplied by Purchaser or Purchaser's customer in connection with the Work. Confidential information shall remain the property of the party that supplied it and shall not be reproduced, used, or disclosed to others by Supplier without Purchaser's prior written consent. In that regard, the Supplier agrees, for a period of five (5) years from the date of disclosure of information identified as proprietary or confidential by Purchaser, or which by its nature would be understood by a

reasonable person to be proprietary or confidential, that the Supplier shall treat the information in strictest confidence and shall not disclose it to third parties unless the information:

(a) Was part of the public domain when received or becomes a part of the public domain through no action or lack of action by the Supplier.

(b) Prior to disclosure, was already in the Supplier's possession and not subject to an obligation of confidence imposed in another relationship.

(c) Subsequent to disclosure, is obtained from a third party who is lawfully in possession of the information and not subject to a contractual relationship to Purchaser with respect to the information.

Upon completion of work by Supplier under the Purchase Order, Supplier shall promptly return all confidential information to the party that supplied it, together with all copies or reprints thereof and Supplier shall thereafter make no further use, either directly or indirectly, of any such confidential information or any information derived therefrom without Purchaser's prior written consent.

10.3 Waivers

No waiver by either Party of any default by the other Party in the performance of any provision of this Purchase Order shall operate or be construed as a waiver of any future default, whether like or different in character.

10.4 Assignment

(a) Supplier may not assign, transfer, grant any security interest over, hold on trust or deal in any other manner with the benefit of all or any part of this Purchase Order, or novate any or all of its obligations under the Purchase Order without Purchaser's consent (not to be unreasonably withheld). Purchaser may assign, transfer, grant any security interest over, hold on trust or deal in any other manner with the benefit of all or any part of this Purchase Order, or novate any or all of its obligations under this Purchase Order without Supplier's consent.

10.5 Heading

All headings are provided for the sake of convenience only and are not intended to be, and shall not be construed as constituting, a part of the Purchase Order.

10.6 Severability

If any provision of the Purchase Order is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; the Purchase Order shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Purchase Order; and the remaining provisions of the Purchase Order shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance. Furthermore, in lieu of such illegal, invalid or unenforceable provisions, there shall be added automatically as a part of the Purchase Order, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid or enforceable.

10.7 Venue and Governing Law

Any and all lawsuits initiated by either Party and arising out of or relating to the Purchase Order, its performance or its breach,

or goods supplied pursuant to the Purchase Order, shall be brought in Dallas County, Texas and in no other city, state, country, or jurisdiction, and the Parties hereby submit to the exclusive jurisdiction and venue of the State and Federal courts in Dallas County, Texas. The laws of the State of Texas shall govern the validity, interpretation, and enforcement of the Purchase Order without regard to choice of law rules that would apply the law of another state.

10.8 Amendments

Subject to Purchaser's rights to make changes to the Purchase Order, including without limitation as set forth in Article 8.4, none of the terms and conditions contained herein may be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of Purchaser and an authorized representative of Supplier.

10.9 Survival

The representations and warranties made by Supplier, the confidentiality obligations, and the Supplier's indemnification obligations in the Purchase Order shall survive completion and/or termination of the Purchase Order.

10.10 Costs and Expense

No extra charges, fees, costs, or compensation of any kind will be allowed unless specifically agreed to in writing by Purchaser.

ARTICLE 11. ADDITIONAL RENTAL TERMS

To the extent Supplier rents equipment to Purchaser, the following terms shall apply:

11.1 Transportation. All transportation costs, including but not limited to, loading and unloading costs, storage, carriage, towage, and salvage and demurrage costs shall be included in the Purchase Order.

11.2 Inspection of Equipment. Purchaser acknowledges that Purchaser will inspect the equipment within two (2) business days of taking possession thereof, and will confirm them to be in good working order and repair, and suitable for Purchaser's needs.

11.3 Damage to Equipment.

During the term of this rental, Purchaser shall not be responsible for deterioration caused by normal wear and tear which would not be remedied by a prudent operator.

11.4 Rental Charges.

Purchaser shall pay the amounts owed at the rate stipulated in the Form without deduction for project downtime, except to the extent caused by reasons beyond Purchaser's reasonable control or as authorized by Supplier.

11.5 Rental Warranties:

11.5.1 Equipment shall be delivered to Purchaser in good and serviceable condition. Rental rates shall not apply (i) during any period in which the equipment is inoperable, or (ii) during the time Supplier is performing maintenance, or repairs to the equipment that are inoperable, or (iii) in case of loss, breakdown or damage to the equipment or part thereof. Rent payments shall cease from the date of any of the events

mentioned above until the date on which the equipment has been replaced or repaired and are commissioned and ready for their intended use.

11.5.2 Fair Handling: at the end of the rental period, Purchaser will return the equipment to Supplier (except in case of total constructive loss which expression shall mean that the equipment is actually lost or incapable of economic repair as the Parties will mutually agree), at the same conditions they were rented out, fair wear and tear and depreciation excluded. Supplier shall within forty eight (48) hours of receiving the equipment (or within such other mutually agreed time frame) examine the equipment, directly or by a third party qualified to perform tests and inspections on the equipment. Purchaser reserves the right to participate to such inspection. Purchaser shall be liable for any loss of or damage to the equipment occurring when such equipment are under the sole care, custody and control of Purchaser, unless (i) the loss or damage is the result of a defect (including but not limited to incorrect design or assembly of the equipment), (ii) the loss or damage is the result of normal wear and tear, (iii) the loss or damage is the result of Supplier's negligent acts or omissions, or (iv) the equipment is found to be in breach of warranty. In the event loss or damage to the equipment occurs, Purchaser's obligation hereunder shall not exceed an amount equal to the lowest of (i) the cost of repair of such equipment, and, to the extent necessary to prevent double recovery, less any insurance or other amount payable to Supplier from any other source by reason of such damage or loss; or (ii) the depreciated replacement value of the equipment as determined by the Parties. In case of such loss or damage, the rental price related to such damaged or lost equipment will continue to be charged until notice of such damage or loss is provided to Supplier up to a maximum of ten (10) days rental price. For the avoidance of doubt, in no event shall such charges exceed a duration of ten (10) days rental.