

MATERIAL PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. **GENERAL.** These General Terms and Conditions ("Terms and Conditions") are hereby incorporated in and form a part of the

Purchase Order to which they are attached (collectively referred to herein as the "Agreement"). For the purpose of this Agreement, "Buyer" shall be the the entity acquiring goods or materials pursuant to the Agreement and the term "Seller" shall refer to any party which, by means of this order, contracts with Buyer to provide goods or materials. The Purchase Order, including these General Terms and Conditions, constitutes the final, binding and entire agreement between Buyer and Seller. Acceptance of this Agreement may only be on the terms stated herein, except as otherwise specifically authorized in writing by Buyer. Except as provided herein, it is a condition of this Agreement that any unauthorized modification by Seller of the Terms and Conditions herein contained shall have no force or effect and Seller hereby agrees that any such provisions or modifications shall not constitute a part of this Agreement.

2. **ACCEPTANCE.** Seller's delivery of written acceptance or confirmation, or performance, shall constitute acceptance of this Agreement by Seller, and a contract shall be formed thereby. No additional or inconsistent provision in Seller's acceptance or confirmation shall be effective unless accepted in writing by authorized representative of the Buyer.

3. **NOTIFICATION.** Seller shall advise the Buyer's purchasing department at once of each shipping date of the Goods (as defined herein), whether delivered in whole or in part. Seller shall deliver all the goods or materials that are the subject of this Purchase Order (the "Goods") on the dates and according to the payment terms set forth in the Purchase Order.

4. **GUARANTEE.** With the exception of rented equipment, all Goods shall be new and of first class quality. Surplus, used, or refurbished Goods shall be permitted ONLY if it is so specified in the Purchase Order. If surplus or refurbished material is not specified in the Purchase Order, Seller guarantees that the Goods furnished under the Purchase Order: (a) are manufactured by Seller or another company specified in the item's description; (b) are manufactured of new, never used components; (c) are not in any way refurbished; and (d) were not acquired by Seller through the surplus market. Seller also guarantees that the Goods (including the use thereof) are free and clear of any patent infringement and agrees at its sole expense to indemnify, defend and hold Buyer harmless from any and all liability or loss of any nature or kind including without limitation all costs, expenses and damages (including attorney's and other expert's fees) arising from or relating to any claim, demand, action or suit arising from or relating to infringement of patents by the Goods. Buyer has the right to inspect the Goods covered by this Purchase Order at any time during its progress.

5. **WARRANTY.** The Seller warrants that, (a) the Goods are in good working order, in conformity with the specifications provided in the Purchase Order or other relevant documentation; (b) the Goods are merchantable and fit for the particular purpose specified by the Buyer or otherwise known to Seller; a period of one year from the date of receipt by the Buyer; (C) the manufacture and sale of the Goods to the Buyer is in compliance with all applicable international, federal, state, municipal, and local laws, statutes, ordinances, rules, regulations, and orders; and (d) Seller has a good and marketable title to the Goods, free and clear of all pledges, liens, charges, encumbrances, or claims of any kind. Seller warrants the Goods as set forth herein for a period of one (1) year or for the manufacturer's warranty, whichever is longer, from the date of receipt of Goods by the Buyer ("Warranty Period"). If during this Warranty Period, the Goods fail to conform in any manner to this warranty, Seller shall promptly repair, replace or otherwise make good, at its own expense to the satisfaction of Buyer, any such nonconforming Goods. If the Seller is required to replace the Goods, the Warranty Period shall be extended for an additional one (1) year from the date such Goods are repaired/replaced.

6. **CANCELLATION.** Buyer reserves the right to cancel this Purchase Order, in whole or in part, with reasonable notice at any time (a) prior to acceptance by Seller or (b) after acceptance by Seller, if Seller fails to deliver all or any part of the Goods in accordance with the terms of this Purchase Order. Acceptance of any part of the Goods shall not bind the Buyer to accept future nonconforming shipments.

7. **LOSS OR DAMAGE.** To the fullest extent permitted by law, Seller shall indemnify and , defend and hold harmless Buyer for any loss of or damage to all patterns, specifications, plans or the like, and equipment, delivered by the Buyer to Seller or manufactured by Seller or the Buyer for the purpose of this Purchase Order from the time of such delivery or manufacture until such patterns, specifications, plans or the like, and equipment, are returned or delivered to the Buyer.

8. **DESIGN.** Seller shall not in any manner cast, inscribe or placard with Seller's trademark or name any objects of the Buyer's design covered by this Purchase Order, including without limitation castings, machinery, apparatus, or equipment.

9. **SUBCONTRACTING.** Seller shall not assign, transfer, delegate or subcontract this Purchase Order wholly or in part to any other person or persons without the prior written consent of the Buyer.

10. **SHIPPING.** Bills of lading, express receipts, invoices, shipping lists, and other appropriate papers relating to this Purchase Order must be sent to the Buyer on the day shipment is made. All such papers shall bear the Buyer's Purchase Order number. All shipments must be made in name of Seller and all shipping and invoice requirements must be completed within every particular shipment.

11. **PACKAGING.** All packages, including without limitation, barrels, boxes, bags, crates, drums, kegs, reels, containers or other

packages, must be tagged or marked with Seller's name and the Buyer's Purchase Order number. Packages and packing material will not be returned to Seller unless specifically set forth in this Purchase Order.

12. **INVOICING.** Net invoices and cash discount invoices received by the Buyer without supporting papers complete to the Buyer's satisfaction shall not be paid until complete as specified herein. The date of receipt by the Buyer of final and complete supporting papers shall in all cases govern dates of payment.

13. **PAYMENT TERMS.** Unless different payment terms are expressly stated in the Purchase Order, all proper and complete undisputed invoices submitted to the Buyer shall be paid in accordance with payment terms of a 2% discount if paid within 15 calendar days or net total within 45 calendar days (commonly known as 2/15, net 45) of receipt of invoice by the Buyer.

14. **CONFIDENTIALITY.** Except as expressly agreed by the Buyer in writing, Seller shall treat this Agreement as strictly confidential in every respect. Seller shall refrain from any publicity or advertising concerning the sale of any Goods covered hereby. Failure by Seller to maintain such confidentiality shall be considered a material breach, which shall permit the Buyer to terminate this Agreement immediately and without notice, and the Buyer shall incur no further liability with regard thereto. These obligations of confidentiality shall survive termination of the Agreement.

15. **GOVERNANCE.** This Agreement, and any disputes relating to, arising out of or connected with this Agreement, shall in all respects be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law rules thereof that may direct the application of the laws of another jurisdiction.

16. **AMENDMENTS.** . No additions, deletions or alterations shall be made to this Agreement unless the same shall be in writing and properly executed by authorized representatives of both parties.

17. **DELIVERY.** All Goods are F.O.B. Destination, where Seller must, at its own expense and risk, transport the Goods to the place of delivery unless expressly stated otherwise in the Purchase Order. Unless expressly stated otherwise in the Purchase Order, the place of delivery shall be the Buyer's facility. Seller shall tender delivery in the manner provided in this Purchase Order or as instructed by an authorized representative of the Buyer at the place of delivery. Seller shall prepay all transportation expenses. Title and risk of loss or damage of the Goods delivered in compliance with the Agreement shall pass to the Buyer upon acceptance at Buyer's facility.

18. **REJECTION OF GOODS.** Rejected goods shall be held at the destination by Buyer at Seller's cost and risk, provided that Buyer shall notify Seller of such rejection. Goods rejected as not conforming to this Purchase Order shall be returned at Seller's expense, including transportation and handling costs. Buyer at its sole discretion, may require Seller to replace any goods which Buyer is entitled to reject hereunder or to grant a full refund or credit to Buyer in lieu thereof. Where Buyer elects a refund or credit, such refund or credit shall be made within 5 days of Buyer's rejection notice. Seller shall bear all risk after notice of rejection, and Seller will, if requested to do so by Buyer, at Seller's expense, promptly replace such goods, in whole or in part, thereof which are defective. If Seller is unable or refuses to promptly replace such goods, Buyer may replace such goods through other sources and charge Seller the cost incurred by Buyer.

19. **BREACHES.** In the event of any breach by Seller of any provision of this Purchase Order or in the event of the assertion by any other parties of any claim or lien against the Buyer or any of its property, arising from or relating to Seller's performance under this Agreement, the Buyer shall have the right to retain out of any payments due or to become due to Seller an amount sufficient, in the Buyer sole discretion, to offset any and all loss, damage or expense that the Buyer does or may suffer, until the breach or claim has been remedied or cured by Seller to the Buyer's satisfaction. This right shall be in addition to all other rights under this Agreement, at law, or equity, and shall not constitute an election of remedies.

20. **EQUAL OPPORTUNITY.** In the performance of this Agreement, the Seller and the Buyer shall not engage in any conduct or practice which violates applicable law, order, or regulation prohibiting discrimination against any person by reason of race, religion, national origin, sex, age, handicapped condition, or veteran's status. If this Agreement is subject to Executive Order 11246, as amended, the Seller and the Buyer shall comply therewith.

21. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL THE BUYER BE LIABLE IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION PUNITIVE OR ECONOMIC DAMAGES OR LOSS PROFITS, REGARDLESS OF WHETHER THE BUYER SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY.

22. **INDEMNIFICATION.** To the fullest extent permitted by law, Seller hereby agrees to fully indemnify, defend and hold harmless the Buyer and its affiliates from and against any and all losses, costs (including without limitation attorney's fees), damages, injuries, liabilities, claims, liens, demands, taxes, penalties, or fines ("Losses") in any manner arising out of or in connection with the purchase, sale or use of the Goods described in the Purchase Order, Seller's obligations under this Agreement, or breach of of the terms of sale existing between the parties.

23. **OWNERSHIP OF WORK PRODUCT.** All work product, property, data documentation, information or materials conceived, discovered, developed or created by the Seller pursuant to this Agreement (collectively, the "Work Product") shall be owned exclusively by the Buyer. To the greatest extent possible, any Work Product shall be deemed to be a "work made for hire" (as defined in the United States Copyright Act, 17 U.S.C.A. §101 et seq., as amended) and owned exclusively by the Buyer. Seller hereby unconditionally and irrevocably transfers and assigns to the Buyer all right, title and interest in or to any Work Product.

24. OBLIGATIONS OF SELLER.

a. Compliance with Laws, Regulations, Procedures, Programs and Standards.

i. shall comply with (i) all applicable federal, state and local laws, statutes, rules, permits, regulations, ordinances or orders issued by any governmental authority having jurisdiction over the Work or the Work Site, including but not limited to, all laws, statutes, rules, permits, regulations, ordinances and orders regarding labor, safety, fire, public health, worker health and safety, and protection of the human and natural environment, and (ii) all of Buyer's applicable Work Site Environmental Health, Safety and Security Procedures, Programs and Standards.

ii. Seller agrees that if it or any of its employees or subcontractors violate any applicable law or regulation, Buyer shall be entitled, acting in good faith, to terminate this Agreement for Cause as provided herein in Section 20 without prejudice to any other available rights or remedies.

b. Permits and Licenses. Prior to commencing and at all times while performing the Work, Seller shall, and shall cause its Subcontractors to, have and maintain, at its own cost and expense, all permits, licenses, approvals, registrations, variances, certifications and/or other authorizations required to perform the Work by federal, state or local laws, regulations, rules, ordinances or statutes, including without limitation those laws, regulations, rules, ordinances or statutes pertaining to protection of the human and natural environment (collectively "Permits"). Upon request of the Buyer, Seller shall furnish copies and/or evidence thereof to the Buyer;

c. Environment . Requirements At its own cost and expense, Seller agrees that it shall adhere to the following requirements and obligations:

i. Chemicals. Seller agrees that prior to bringing chemicals (e.g., solvents, lubricants, fuels, oils, inhibitors, etc.) or any such product that may be contained in any equipment furnished to Buyer as a part of the Work onto the Work Site and/or Buyer Property, it shall (i) provide Material Safety Data Sheet(s) or similar documents to Buyer for such chemicals and (ii) for any chemicals in excess of one gallon obtain written preauthorization from Buyer. Seller shall be responsible for temporary storage of chemicals at the Work Site and/or Buyer Property and shall remove all excess chemicals at completion of the Work.

ii. Waste. Unless otherwise agreed in writing, Seller shall be responsible for controlling, sampling, handling, storage, transportation, and disposal of all waste generated from its performance of the Work. Seller shall ensure that waste is properly analyzed and labeled for purposes of handling, storage, transportation and disposal. Seller shall dispose of all waste at a properly permitted, off-site waste disposal facility, and shall not dispose of waste at the Work Site or on Buyer Property without Buyer's advance written consent. Copies of all paperwork concerning disposal of waste generated at the Work Site and/or on Buyer Property shall be delivered promptly to Buyer.

iii. Equipment. Seller shall keep and maintain all Seller equipment in good operating condition and repair, and shall perform maintenance, repairs, cleaning and re-fueling of its equipment not on Work Site or Buyer Property, unless otherwise agreed in writing. Seller shall implement precautions against accidents, spills, vapor release, and contamination and shall protect equipment stored temporarily at the Work Site or on Buyer Property from misuse and tampering.

iv. Storage Tanks Seller shall not exceed above-ground storage tank or underground storage tank ("AST"/"UST") capacity limits. Seller shall have and maintain appropriate protective measures for AST/UST while on Work Site or Buyer Property.

v. Spill Prevention and Remediation. Seller shall have and maintain written procedures for preventing, responding to, and mitigating the spill of any chemical, as a foreseeable result of the Work, even if the likelihood of a spill is deemed remote. Seller shall ensure that all spills are immediately reported to Buyer.

vi. **Seller is hereby notified that the Work Site may contain hazards including, but not limited to, anhydrous ammonia, formic acid, sulfuric acid, sodium hydroxide, hydrogen gas, asbestos containing , paint containing lead, and low activity cesium 137 sources for density measurement level detection.** Seller will inform all Seller employees and subcontractors that these hazards may exist prior to performing WorkSite.

vii. In its sole discretion, Buyer shall have the right to stop the Work for environmental reasons, including without limitation Seller's non-compliance with any of the foregoing requirements. If Seller's fault or non-compliance causes such a work stoppage, then Buyer shall not be liable for stand-by time, start-up time, or other related costs and expenses.

d. Safety and Security. Seller agrees that it shall adhere to and abide by the following requirements:

i. provide adequate protection for its equipment. Seller's employees and subcontractors and all Work, and shall provide such suitable safety appliances as may be needed to safely perform all Work;

ii. perform all Work under, and shall ensure that all Seller's employees and subcontractors engaged in any Work also operate under Buyer's safety rules and the relevant OSHA safety rules applicable to the Work, adhering to whichever safety rules are most stringent. Seller hereby confirms that he is familiar with, and shall abide by Buyer's Work Site Environmental, Health, Safety and Security Procedures, Programs and Standards in effect at the Work Site as well as safety procedures generally applicable to persons on Buyer's premises and Buyer Property;

iii. ensure all site Work is performed in accordance with and that all Seller Persons shall abide by Buyer's Work Site Environmental, Health, Safety and Security Procedures, Programs and Standards in effect at the Work Site; and

iv. In its discretion, Buyer shall have the right to stop the Work for safety reasons, including without limitation Seller's non-compliance with any of the foregoing requirements. If Seller's fault or non-compliance causes such a work stoppage, then Buyer shall not be liable for stand-by time, start-up time, or other related costs and expenses.

e. Work Site.

i. Seller shall perform all Work without interference to Buyer's employees or operations in areas around the Work Site or Buyer's Property.

ii. Seller shall keep the Work Site clean and free from rubbish on a daily basis. Upon completion of the Work, Seller shall remove all waste materials, both hazardous and nonhazardous (unless otherwise agreed in writing), tools, and Seller-owned equipment from the Work Site and leave the Work Site "broom clean."

f. Supervision and Training

i. Seller shall be solely responsible for (a) all means, methods, techniques, and procedures of each Project and the Work; and (b) the acts and omissions of all agents, representatives and employees of Seller, all Subcontractors and their agents, employees, and all other persons performing any Work.

ii. Seller shall enforce strict discipline and good order among its Personnel at all times. Seller shall not employ any person unfit or unskilled at that portion of any Work assigned to him/her.

iii. Seller shall be solely responsible for providing and ensuring that all workers, employees, representatives, agents, consultants, Subcontractors and visitors of Seller are provided with training, including, but not limited to, the Buyer's safety orientation that is proper and adequate for the performance of the Work and the Work Site. As applicable to the Work and the Work Site, Seller's training shall address the environmental requirements set forth above in Section 7.c (as applicable) and include without limitation risk assessment and reduction, and incident prevention, response, communication and mitigation.

iv. Assignment of Personnel: Seller shall select its employees ("Personnel") to perform services for Owner who are qualified to perform the requested services. Seller shall submit Personnel names and qualifications to Owner in advance of performing any services.

25 DEFAULT. Each of the following shall constitute an "Event of Default":

a. the other party is in material breach any obligation hereunder, which default is incapable of cure, or being capable, has not been cured within fifteen (15) days after receipt of notice of such default (or such additional cure period as the parties may agree in writing);

b. the Goods that are the subject of the Purchase Order continue to exhibit defects, causing frequent or extended periods of nonuse or serious disruptions of use, notwithstanding Seller's remedial or maintenance efforts, over a continuous

period of three (3) months or more; or

c. insolvency of Seller, which shall include (i) commencing a voluntary case or proceeding or consenting to same seeking liquidation, reorganization or similar relief under any bankruptcy, insolvency or similar laws; (ii) making a general assignment for the benefit of creditors; (iii) failing generally to pay its debts when due; or (iv) taking any corporate action to authorize any of the foregoing. Upon the occurrence of an Event of Default, the non-defaulting party may, upon fifteen (15) days' notice to the defaulting party, terminate the Agreement.

26. LAWS AND PROVISIONS. In addition to its obligations pursuant to Section 5, Seller shall comply fully with all applicable laws of the countries in which the obligations set forth in this Agreement shall be performed, as well as the applicable anti-corruption, anti-money laundering, anti-terrorism and economic sanction and anti-boycott laws of the United States, including without limitation, the United States Foreign Corrupt Practices Act. In performing its obligations under this Agreement, Seller and its officers, directors, employees, agents and representatives agree that they have not, and will not:

a. directly or indirectly, offer, give, make, promise, pay or authorize the payment of any money, gift, or anything of value to any person that is an officer or employee of any government, or an officer or employee of any department, agency or instrumentality thereof, or of any public international organization, or any person acting in an official capacity on behalf of such government, department, agency or instrumentality thereof, or any candidate for or appointee to a political or government office, or to any political party; or

b. receive, transfer, retain, use or hide the proceeds of any criminal activity whatsoever, or employ or otherwise conduct business with a "designated person", namely a person or entity that appears on any list issued by the United States or international organization such as the United Nations as being involved in money laundering, terrorism, or drug trafficking, or as having violated economic or arms embargoes.

In the event Seller becomes aware or obtains knowledge of any violations of the above obligations of this Section 26, Seller shall promptly report to Buyer any such violation. Seller acknowledges receipt of a copy of Buyer's Code of Business Conduct and Ethics.