

PURCHASE ORDER TERMS AND CONDITIONS FOR GOODS OVER \$250,000

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1	DEFINITIONS 1
SECTION 2	PURCHASE ORDERS.....4
SECTION 3	PAYMENT.....5
SECTION 4	THE WORK7
SECTION 5	CHANGE ORDER7
SECTION 6	TAXES8
SECTION 7	DELIVERY, SUPPLIER QUALITY SURVEILLANCE (SQS) INSPECTION AND EXPEDITING.....9
SECTION 8	TITLE AND RISK OF LOSS..... 13
SECTION 9	WARRANTIES 13
SECTION 10	BACKCHARGES 16
SECTION 11	LIENS..... 16
SECTION 12	INDEMNIFICATION..... 17
SECTION 13	INTELLECTUAL PROPERTY20
SECTION 14	SUPPLIER'S OBLIGATIONS20
SECTION 15	CONFLICTS OF INTEREST23
SECTION 16	MATERIAL SAFETY DATA SHEETS24
SECTION 17	CHEMICAL HAZARD INFORMATION24
SECTION 18	RECORDS AND AUDIT25
SECTION 19	CONFIDENTIALITY26
SECTION 20	FORCE MAJEURE EVENTS.....27
SECTION 21	TERMINATION AND SUSPENSION27
SECTION 22	DELAYS29
SECTION 23	WORK MADE FOR HIRE29
SECTION 24	INSURANCE.....30
SECTION 25	INDEPENDENT CONTRACTOR30
SECTION 26	LAWS AND ORDINANCES31
SECTION 27	SAFETY AND LOSS PREVENTION32
SECTION 28	BUSINESS PRINCIPLES AND ANTI-BRIBERY / CORRUPTION33
SECTION 29	CLAIMS.....34
SECTION 30	DISPUTE RESOLUTION34
SECTION 31	LEGAL AND MISCELLANEOUS.....36

SECTION 1 DEFINITIONS

1.1 In addition to other defined terms used throughout these Purchase Order Terms and Conditions (the "Contract"), the following capitalized terms have the meanings specified in this Section 1.

"Change Order" means the right by written direction from Owner to make changes in the specifications and drawings for the Equipment, or any other obligation or requirement of Supplier.

"Claims" or "claims" means without limitation, court costs, litigation expenses and attorneys' fees and causes of action pertaining to indemnity or the enforcement of any right under this Contract or an applicable Purchase Order.

"Confidential Information" means all proprietary business and technical information or material received by either Party from the other Party that is not publicly known and that (i) gives the disclosing party some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of the disclosing party; (ii) is owned by the disclosing party; and (iii) is either (A) marked "Confidential Information", "Proprietary Information", or some other similar marking; (B) is reasonably known by the receiving party to be considered confidential and proprietary by the disclosing party; or, (C) from all the relevant circumstances should reasonably be assumed by the receiving party to be confidential and proprietary to the disclosing party. Confidential Information includes, but is not limited to, the following types of information and other types of information of similar nature (whether or not reduced to writing): trade secrets, inventions, drawings, file data, documentation, diagrams, specifications, Know-How, processes, formulas and formulations, models, flow charts, research and development procedures, research or development and test results, marketing techniques and materials, marketing and development plans, price lists, pricing policies, business plans, information relating to customers and/or suppliers' identities, characteristics and agreements, financial information and projections, and employee files. Confidential Information also includes any information described above that the disclosing party obtains from another party and that the disclosing party treats as proprietary or designates as Confidential Information, whether or not owned or developed by the disclosing party.

"Contract" means these Terms and Conditions,

"Contractor" has the meaning set forth in this Contract, the Purchase Order, or as stated by the Owner in writing.

"Construction Contract" means contracts defined as set forth in Section 151 of the Texas Insurance Code (as amended), commonly known as the Texas Anti-Indemnity Act.

"Corrective Work" has the meaning set forth in Section 9.1.1.

"C-TPAT" means the Customs – Trade Partnership Against Terrorism.

“Equipment” means all equipment, materials, supplies, goods, apparatus, structures, special maintenance tools, components, appliances, start up and permanent spare parts, consumables and other goods and appurtenances thereto to be provided by Supplier or its subvendors, and the lease of such Equipment, provided, however, that Equipment shall not include any materials, apparatus or tools owned by Supplier or a subvendor that are used to complete the Work.

“Facilities” means Owner’s facilities located at the Site.

“Force Majeure” has the meaning found in Section 20.

“Good Engineering and Manufacturing Practices” or “GEMP” means the generally accepted practices, methods, skill, care, techniques and standards employed by suppliers of similar goods and services to those provided by Supplier with respect to (i) the engineering, manufacturing, inspection, testing, and installation of equipment similar to the Equipment and its components, which includes applicable codes and standards, applicable law, and the standards recommended by the suppliers and manufacturers of the Equipment; (ii) personnel and facility safety and environmental protection; and (iii) optimizing the reliability and availability of the Equipment and its components under the operating conditions reasonably expected at the Site.

“Guaranteed Date(s)” means the guaranteed delivery date(s) set forth in the applicable Purchase Order.

“Intellectual Property” means all rights, title and interest, throughout the world, in: (i) any idea, algorithm, design, concept, technique, methodology, process, invention, discovery or improvement, whether or not patentable, including all United States and foreign patents, patent applications, patent license rights, industrial design registrations, patentable inventions and certificates of invention, and all continuations, continuations in part, re-issues and reexaminations relating thereto and all inventions and discoveries in such patents and patent applications, (ii) any works of authorship or expression which includes but is not limited to design or technical drawings, computer programs, materials, tapes, source and object codes, and all prior and proposed versions, releases, modifications, updates, upgrades and enhancements thereto, as well as all documentation and listings, databases in all forms, versions and media, together with prior and proposed updates, modifications and enhancements thereto, as well as all documentation and listings therefor and business plans, whether or not copyrightable, including moral rights and copyrights recognized by law, together with any renewal or extension thereof, (iii) any logos, trademarks, domain names, service marks, trade names and trade dress, and all goodwill relating thereto, (iv) any trade secrets, technology licenses, confidential information, shop rights, Know-How and other intellectual property rights owned or claimed and embodied therein, or associated therewith, or similar rights protectable under any laws or international conventions throughout the world, and (v) in each case of the foregoing items (i) through (iv), the right to apply for registrations, certificates or renewals with respect thereto and the right to prosecute, enforce, obtain damages relating to, settle or release any past, present, or future infringement thereof.

“Know-How” means all technical proprietary knowledge, information, discoveries, inventions and expertise possessed by either party or to which either party has rights, whether or not covered by any patent, patent application, future patent application, copyright, trademark, trade secret or other industrial or intellectual property rights.

“Latent Defect” means any defect or deficiency in the performance of the Work or other non-compliance with the requirements in this Contract or applicable Purchase Order related to the performance of the Work which could not reasonably be expected to be discovered by observation or inspection made with ordinary care.

“Owner” has the meaning set forth in the applicable Purchase Order.

“Party” or “Parties” has the meaning set forth in the applicable Purchase Order.

“Purchase Order” means a purchase order issued in accordance with Section 2 authorizing Supplier to perform certain Work.

“Proceeding” means any claim, suit, damage, cost, expense, fine, liability or cause of action whatsoever, (including reasonable attorneys’ fees), on account of, relating to, or arising out of any Claim brought by Owner against Supplier.

“Progress Report” means a progress report reflecting, among other things, the status of engineering, material procurement, production and shipping information.

“Records” means information pertaining to this Contract and any Purchase Order and all transactions related thereto maintained by the Supplier.

“Review Period” means the period required by the Owner representative, which shall not exceed twenty-one (21) days, calculated from the date on which the Owner representative receives a proposed compliance submittal and the Supplier’s notice that it is considered ready for review.

“Safety Orientation Program” means Owner’s safety rules and regulations and training available at each site.

“Services” means the Services to be performed by Supplier for Owner pursuant to a Purchase Order, including procurement, engineering, design, fabrication, manufacture, delivery, transportation, storage, construction, workmanship, labor, inspection, training, testing and any other services. The term “Services” also includes the product or physical results of the performance of such Services.

“Site” means the real property located at [●].

“Specifications” means the parameters requested for a piece(s) of Equipment or part.

“Supplier Group” as used in Section 12 means individually and/or collectively, Supplier, each subsidiary of Supplier, affiliate of Subsidiary, subvendor of Supplier, invitee of Supplier, and any director, officer, agent or employee of any of them.

“Supplier” has the meaning set forth in the applicable Purchase Order.

“Warranty Period” means the period commencing upon completion of the Work and ending eighteen (18) months thereafter (as may be extended pursuant to Section 9.1.2).

“Work” means all obligations, duties and responsibilities required of Supplier pursuant to this Contract, including the performance of Services, or provision of items of Equipment under a Purchase Order.

1.2 The terms “include,” “includes,” “including,” or any variants thereof, mean “including, without limitation.” References to “days” or a “day” shall mean a calendar day, unless otherwise stated. The remedies herein shall be cumulative and additional to any other or further remedies provided in law or equity. Unless expressly stated otherwise, reference in this Contract to an “Article” or a “Section” shall be a reference to an article or a section contained in this Contract (and not in any other exhibit, appendix or document forming this Contract) and reference in this Contract to an “Exhibit” shall be a reference to an exhibit attached to the applicable Purchase Order.

SECTION 2 PURCHASE ORDERS

2.1 Owner and Contractor may issue, and Supplier shall comply with, Purchase Orders. Supplier shall not perform any Work unless and until it is authorized to do so by a Purchase Order which references this Contract.

2.2 That Purchase Order, including any attachments, this Contract, and any change orders agreed upon in writing (collectively, the “Contract Documents”) comprise the full and final agreement between Owner and Supplier on the subject matter hereof. In the event of any ambiguity or conflict among the Contract Documents, such ambiguity or conflict shall be resolved in the following order, with the highest priority listed first: change orders agreed upon in writing between Owner and Supplier, any provision on the face of the Purchase Order, this Contract, and other documents listed herein or attached to the Purchase Order.

2.3 Each Purchase Order shall set out a description of the quantity of Work ordered, the Purchase Order Price, confirmation of the Guaranteed Dates, and any other information required by Owner.

2.4 Contractor may act for or on behalf of Owner, as Owner’s limited agent, with respect to Owner’s rights, remedies and obligations under this Contract, including executing Purchase Orders on Owner’s behalf, instructing or directing Supplier; approving or settling invoices with Supplier, and enforcing Owner’s rights under this Contract and applicable Purchase Orders. Notwithstanding the foregoing, Contractor has no authority to: (i) issue notices of default, termination, or suspension; (ii) enter into any Change Order on behalf of Owner; (iii) agree or accept a financial Claim by Supplier; (iv) terminate a Purchase Order; or (v) suspend all or any portion of the Work under a Purchase Order.

2.5 The Purchase Order Price, including any lump sum, unit prices and rates and sums shown in the pricing section of the applicable Purchase Order, shall be fixed and firm for the duration of such Purchase Order, or shall only be subject to escalation terms established in such Purchase Order. No escalation other than the escalation terms established in the applicable Purchase Order, or other adjustment shall be granted for any variation in any of Supplier's costs.

2.6 The Purchase Order Price includes all taxes, duties and fees charged to Supplier in the country where the Project is located or in any other country involving any part of the Work such as but not limited to licenses, royalties, operation permits, fees, personal property taxes, income taxes, company corporate taxes customs duties for imported materials and equipment, stamp duties, fines, etc. The Purchase Order Price also includes all taxes and social security or similar contributions required by Laws or collective union or union regulations, such as but not limited to compensation, salaries, wages, severance, social burden and benefits, pensions, annuities, etc. Supplier shall indemnify and hold Owner harmless from any liabilities on account of non-payment or late payment of any taxes, duties, fees, etc. as above mentioned.

2.7 To the extent the Purchase Order Price contains a lump sum component, such lump sum component incorporates all provisions for future development and all consequences to such Purchase Order. Only in case of a Change Order will there be any adjustment of the lump sum portion of any Purchase Order Price.

2.8 To the extent the Purchase Order Price is based on unit prices and approximate quantities, it is expressly understood that such unit prices are deemed to include and fully compensate Supplier for all its obligations to Owner for the Work.

2.9 Supplier acknowledges and agrees that no modification to the compensation for any Work shall be effective against Owner unless the Parties mutually agree in writing to such modification.

2.10 Supplier will maintain a Change Order record list showing both negative cost and positive cost changes for trending purposes.

2.11 Supplier shall take and pass through to Owner the full benefit of all available allowances, discounts, refunds and rebates applicable to the Equipment provided by Supplier under any Purchase Order.

SECTION 3 PAYMENT

3.1 To obtain payment for Work, unless otherwise expressly provided in the applicable Purchase Order, Supplier shall, upon delivery of the Equipment or completion of the Services, as applicable, invoice Owner. Said invoice shall be accompanied by appropriate backup information for the Work, including, approved time sheets and/or such other reasonable documentation for Work, as requested by Owner. Unless specifically stated otherwise in the applicable Purchase Order, all invoices shall be mailed or otherwise submitted to:

3.2 All Supplier invoices shall contain the following information:

- Purchase Order Number
- Supplier Invoice Number and Date
- Owner Order Line Item Number (if applicable)
- Purchase Order Price
- Extended and Total Pricing
- Unit of Measure
- Supplier Name and Remit to Address
- SAP Material Numbers (if applicable)

3.3 Supplier agrees Owner shall not be responsible or liable for, and Supplier hereby waives any and all claims with respect to, any compensation amounts for which Supplier fails to provide an invoice in compliance with the terms of this Contract within one hundred eighty (180) days of the completion of the relevant Work performed under an applicable Purchase Order.

3.4 Owner shall pay, or cause its Contractors to pay, undisputed amounts within forty-five (45) days after Owner's receipt of Supplier's valid invoice and supporting documentation. Payment shall be made via check or electronic funds transfer (EFT) at Owner's option. Supplier acknowledges that all EFTs shall be governed by the most current version of the National Automated Clearinghouse Association Operating Rules and Guidelines. If Owner disputes any invoice, in whole or in part, Owner may, in its sole discretion, either (a) pay only the undisputed portion or (b) hold payment until receipt of a corrected invoice from Supplier, and Owner and Supplier shall endeavor to promptly settle and adjust any disputed amount.

3.5 Complete or partial payment for Work ordered under any Purchase Order shall not be deemed an acceptance thereof or a waiver of any defects. The Purchase Order Price specified in each Purchase Order shall be the entire compensation payable to Supplier for the full and complete performance of the Work specified in such Purchase Order and all of Supplier's other obligations under this Contract and such Purchase Order.

3.6 In addition to disputed amounts set forth in an invoice, Owner may, in addition to any other rights under this Contract, at law or in equity, withhold payment on an invoice or a portion thereof, in an amount and to such extent as may be reasonably necessary to protect Owner from loss.

3.7 All payments are subject to final audit by Owner. Any payment made by Owner to Supplier shall not prevent Owner from filing claims for nor prejudice its right to recover the amount of such claims, however they may have arisen. Without limiting the type or nature of such claims, Owner may recover any sums paid to Supplier by mistake of law or fact. Owner, without waiver or limitation of any rights or remedies, shall be entitled from time to time to deduct from any amounts due or owed by Owner to Supplier in connection with a Purchase Order, mutually agreed to by the Parties.

SECTION 4 THE WORK

4.1 Supplier shall perform the Work in accordance with GEMP, applicable law and all other terms and conditions of this Contract. It is understood and agreed that the Work shall include any incidental work that can reasonably be inferred as required and necessary to complete the Work specified in each Purchase Order, excluding only those items which Owner has expressly agreed to provide as set forth in an applicable Purchase Order. Supplier shall obtain and pay for all permits, licenses, fees, and certificates of inspection necessary for the prosecution and completion of the Work and provide any bond required by applicable law in connection therewith. All means and methods used by Supplier in furtherance of the Work shall be Supplier's responsibility and under its control unless specified elsewhere within the applicable Purchase Order or this Contract.

4.2 Upon delivery or completion of the Work under, or termination of, a Purchase Order, Supplier shall deliver to Owner one (1) electronic and one (1) hardcopy set of record 'as-built' drawings and specifications, test reports and all documentation, manuals and instruction books necessary for safe and proper operation of the Equipment, if applicable.

4.3 To the extent Supplier will be performing Work on Site or some other location as directed by Owner, Supplier acknowledges that it has satisfied itself as to the nature of the Site or location for the performance of such Work, the conditions

4.4 Supplier shall not make substitutions for the materials, Equipment, and manufacturers set forth in the applicable Purchase Order without Owner's prior written consent. All Supplier requests for substitutions must be submitted in writing to Owner. Such requests must include supporting data and samples, if required to permit a fair evaluation of the quality, serviceability, warranty, and other pertinent aspects of the proposed substitute. Requests for substitutions also must state the effect of the substitute on the cost and schedule of the Work. Substitutions will be considered only if Owner receives the advantage of lesser cost with no decrease in quality, or earlier completion date or both.

SECTION 5 CHANGE ORDER

5.1 No changes or substitutions shall be made without the prior written consent of Owner. To the extent any change materially impacts the Work, as determined by Owner, then such change must be accompanied by a Change Order. If Supplier believes that a change affects a Purchase Order Price or a Guaranteed Date, Supplier shall so notify Owner in writing (with adequate supporting documentation) within five (5) business days after receipt of said written direction. Owner and Supplier shall endeavor to mutually agree in writing upon an adjustment to a Purchase Order (including its Purchase Order Price and/or Guaranteed Date(s)) to reflect the actual effect of such change. Supplier's request for any adjustments shall be deemed waived unless submitted in writing within such five (5) business days after Supplier receives direction to make such changes. Supplier shall not suspend performance of the unaffected portion of any Purchase Order while Owner and

Supplier are in the process of making such changes and any related adjustments or at any time thereafter unless so instructed in writing by Owner. If instructed in writing by Owner, Supplier shall comply with and perform such Change Order during the time Supplier and Owner require to mutually agree upon an adjustment. No agreement or understanding modifying the conditions or terms of this Contract or any Purchase Order shall be binding upon Owner nor will extra compensation be paid by Owner unless the agreement or understanding is made in writing.

5.2 In the event Owner and Supplier are unable, within ten (10) days of the issuance of a Change Order, to agree upon the terms of a mutually acceptable Change Order, including adjustments to any Guaranteed Date(s) and/or a Purchase Order Price, then Supplier shall nonetheless proceed with the Change Order if Supplier receives a written direction to do so from Owner, provided however, each of the Parties hereto reserve their rights to dispute any and all claims for modifications to the Purchase Order. Owner's written direction may include an adjustment in the Guaranteed Date(s) and/or the Purchase Order Price, if Owner deems it prudent and applicable. Pending final determination of Supplier's entitlement to such costs, Owner shall pay such invoices in accordance with the provisions of the applicable Purchase Order.

SECTION 6 TAXES

6.1 Owner shall pay all federal, state, and local Tax or other Taxes that are directly imposed on transactions governed by the Equipment Sale Contract. "Tax or Taxes" include the following U.S. taxes: federal, state, and local excise taxes, sales, use and transaction taxes, gross receipts taxes, utility taxes, environmental taxes and fees or any other taxes that Supplier may be required to collect or pay on the transactions governed by the Equipment Sale Contract except any taxes imposed on Supplier that by law cannot be passed on to the Owner.

6.2 Owner holds a Texas Direct Payment Permit and shall be responsible for all Texas state and local sales and use taxes, if any, arising out of the sale of the Equipment to Owner pursuant to the applicable Purchase Order and this Contract. Owner shall provide a properly completed Form 01-919 Texas Direct Payment Exemption Certification Limited Sales, Excise and Use Tax upon request in lieu of Texas state and local sales and use taxes. Supplier and its subcontractors shall purchase all Equipment tax-free for resale to Owner as the ultimate consumer of the Equipment. Supplier and Owner agree to provide each other information and data that they may from time to time reasonably request and otherwise fully cooperate with each other in connection with (i) the reporting of any Texas state and local sales or use taxes payable; (ii) any Texas state and local sales or use tax audit; and (iii) any assessment, refund claim or proceeding relating to Texas state and local sales and use taxes payable.

6.3 Notwithstanding the above, if Supplier is required to collect Tax on a transaction governed by this Equipment Sale Contract, Supplier shall invoice such Tax as a separate line item on the invoice. Supplier shall not collect any such Tax for which Owner furnishes to Supplier, in a timely manner, a valid and properly completed exemption certificate or valid license for which Owner may claim an available exemption from Tax. Owner shall be responsible for any Tax, interest and penalty if such

exemption certificate or license or other form of proof of exemption is disallowed by the proper taxing authority. In the event that a refund opportunity arises with respect to any Tax paid by one party as a result of the transactions governed by the Equipment Sale Contract, both parties shall reasonably work together to pursue such refund and the refund shall be paid to the party that incurred the tax burden.

6.4 If the Equipment Sale Contract involves goods imported into the Customs Territory of the United States, the party acting as the Importer of Record for US Customs purposes is responsible for filing the clearance declaration and shall be liable for paying any applicable import related fees and/or tax, such as customs duties, harbor maintenance fees, merchandise processing fees, and oil spill fees. Supplier shall provide Importer of Record all documentation necessary to support the Customs declaration. If the Equipment Sale Contract involves goods for which US import duty drawback can be claimed, the parties may separately negotiate the sharing of such drawback refund.

6.5 Owner shall not be liable for any of Supplier's income taxes; any withholding taxes imposed on gross amounts; any franchise tax measured by capital, capital stock, net worth, gross margin, gross receipt or gross profit; any minimum or alternative minimum tax; or any taxes imposed by law on Supplier that are prohibited by law from being passed on to Owner. Further, Owner shall not be liable to Supplier for any employment related tax, fee, or charge. Owner shall not be liable for any of Supplier's inventory based taxes, ad valorem taxes or property taxes. Owner shall be responsible for filing returns and paying inventory based taxes, ad valorem taxes and property taxes on property and/or inventory that they own on the assessment date.

6.6 Supplier will furnish to Owner a properly completed I.R.S. Form W-8 or I.R.S. Form W-9, as appropriate, to enable Owner to determine if U.S. income tax withholding is required. If U.S. withholding applies, Owner will withhold amounts on its payments to Supplier as required under U.S. law, unless Supplier provides Owner with the appropriate documentation to mitigate such tax.

SECTION 7 DELIVERY, SUPPLIER QUALITY SURVEILLANCE (SQS) INSPECTION AND EXPEDITING.

7.1 Shipment and delivery of the Equipment shall be in strict accordance with the Incoterm and other instructions contained in the applicable Purchase Order. Unless otherwise stated in a Purchase Order, the Incoterm applicable to shipment and delivery of the Equipment will be "[INSERT INCOTERM]" at [INSERT DELIVERY LOCATION], and any freight shall be paid by Supplier and is included in the Purchase Order Price.

7.2 Partial shipments are not allowed unless expressly stated in the Purchase Order. Partial shipments must be accompanied by identifying documents, but such shipments shall not be interpreted to make the obligations of Supplier severable. Itemized packing slips, identifying the Purchase Order, shall accompany each shipment hereunder.

7.3 Supplier shall, at its own costs and expense, properly pack, store, and maintain all Equipment prior to the delivery of any Equipment.

7.4 Supplier warrants that the Equipment, when delivered in accordance with the applicable Purchase Order, will (i) conform to the Specifications defined in such Purchase Order, and (ii) have been carefully manufactured, packaged, labeled, sold and delivered in full compliance with all applicable federal, state and local laws and regulations.

7.5 Supplier shall submit to Owner a Certificate of Origin for each individual shipment to Owner. Supplier shall advise Owner, prior to inquiring/tendering, of any equipment, materials or fabrications which are not originating from the following countries or regions:

7.5.1 Japan

7.5.2 United States and Canada

7.5.3 UK, France, Germany, Austria, Spain, Switzerland, Sweden, Finland and Italy

7.5.4 Argentina, Mexico, Romania

7.5.5 South Korea

7.5.6 Brazil

7.5.7 South Africa (for plate only)

7.5.8 Luxembourg (for beams only)

7.6 Notwithstanding Section 7.5 above, Supplier shall advise Owner, prior to inquiring/tendering, of any equipment, materials or fabrications which would be subject to quotas, CVD and or tariffs.

7.7 Supplier shall be responsible for the performance of all activities affecting quality and schedule of the Work, including those of its subvendors. Supplier shall establish, implement and maintain, and require its subvendors to establish, implement and maintain with respect to their portion of the work, appropriate quality assurance and quality control procedures as well as witness and hold point testing and inspection plans and any other documentation and information in accordance with the requirements set forth in this Contract and applicable Purchase Orders and shall be in all other respects satisfactory to Owner. Notwithstanding any such quality control programs established by subvendors, Supplier shall be responsible for assuring that the Work and the performance thereof is in strict compliance with the requirements of this Contract and the applicable Purchase Order. Owner reserves the right to review, comment upon and require changes to Supplier's quality assurance and quality control procedures, *provided, however*, that if such changes constitute a change to the Work,

Supplier may interpose a request for a Change Order pursuant to the terms of this Contract. The Equipment is subject to inspection, expediting, and auditing by Owner to verify the implementation of Supplier's quality assurance and quality control procedures. Supplier shall provide Owner, Owner's representative and/or any of their respective designees with access to the Equipment wherever and whenever it is in preparation and progress as well as access to: (i) all shop drawings, technical and design records, and other compliance submittals prepared for, or that may impact, the Equipment; and (ii) the opportunity to observe all tests of Equipment, including all Supplier's and subvendor's witness and hold point tests established in accordance with Supplier's fabrication procedures and any inspection test plan established pursuant to Supplier's quality assurance and quality control procedures. Supplier shall provide notice to Owner's representative of the schedule for all testing of Equipment not less than five (5) business days prior to any such testing. Supplier shall arrange for such inspection and observance of such tests at the mills or shops of Supplier or, if appropriate, of any subvendors where any part of the Equipment is being fabricated or manufactured. Supplier shall supply all necessary labor, material, equipment, apparatus, instruments, and competent test personnel who shall be able to take complete charge of the inspection or test, and shall be authorized to represent and make decisions for the proper carrying out of the inspection or tests to the reasonable satisfaction of Owner. Owner shall have the right to identify to Supplier any portion of the Work, including, without limitation, any design, engineering or Equipment, which in Owner's reasonable judgment does not conform to the requirements of this Contract or the applicable Purchase Order, including the compliance submittals. Upon such identification, Supplier shall promptly remedy any non-conformity as has been so identified by Owner. If Supplier reasonably believes that the non-conformity identified by Owner either: (i) does not represent non-conformity; or (ii) represents a change to the Work, Supplier shall (within five (5) days of Owner's initial identification) respond to Owner's identification with a detailed submission as to the factual and technical basis for Supplier's disagreement. If Supplier and Owner are unable to resolve their disagreement as to the non-conformity, such submission by Supplier shall constitute a request for a Change Order pursuant to the terms of this Contract.

7.8 Supplier shall prepare the compliance submittals in sufficient detail to satisfy all regulatory approvals and the requirements of this Contract and the applicable Purchase Order. The Owner representative shall have the right to review and inspect the preparation of compliance submittals, wherever they are being prepared. Each of the compliance submittals shall, when considered ready, be submitted to the Owner representative for the review period. In this paragraph, "review period" means the period required by the Owner representative, which shall not exceed twenty-one (21) days, calculated from the date on which the Owner representative receives a proposed compliance submittal and the Supplier's notice that it is considered ready for review. If the Owner representative, within such review period, notifies the Supplier that a proposed compliance submittal fails (to the extent stated) to comply with the requirements of this Contract or the applicable Purchase Order, it shall be rectified, resubmitted and reviewed in accordance with this paragraph at the Supplier's cost. For each part of the Work, and except to the extent that the prior consent of the Owner representative shall have been obtained: (i) fabrication shall not commence prior to the expiry of the review periods for the compliance submittals

which are relevant to the fabrication; (ii) fabrication shall be in accordance with such compliance submittals; and (iii) if the Supplier wishes to modify any design or document which has previously been submitted for such review, the Supplier shall immediately notify the Owner representative, and shall subsequently submit revised documents to the Owner representative for review. If the Owner representative instructs that further compliance submittals are necessary for carrying out the Work, Supplier shall, upon receiving the Owner representative's instructions, prepare such compliance submittals. Errors, omissions, ambiguities, inconsistencies, inadequacies and other defects shall be rectified by Supplier at its cost.

7.9 No inspection or review by Owner representative shall constitute an approval, acceptance, endorsement or confirmation of any drawing, plan, manual, specification, test, Equipment, Services, program, method of procedure or other work done or an acknowledgment of a drawing, plan, specification, test, Equipment, Services, program, method of procedure, or that any of the foregoing or other work done satisfies the requirements of this Contract or the applicable Purchase Order. No inspection or review shall relieve Supplier of any of its obligations to perform the Services or furnish the Equipment so that the Work, when complete, satisfies all the requirements of this Contract and applicable Purchase Order, or relieve Supplier from any liability. If Owner shall waive or fail to exercise its right to inspect and witness any test as herein provided, it shall in no way relieve Supplier of full liability for the quality, character, proper operation and performance of the completed Work, and every part of it, nor shall it prejudice or affect the rights of Owner set forth in this Contract or applicable Purchase Order.

7.10 SUPPLIER SHALL NOT SHIP THE EQUIPMENT WITHOUT OWNER'S FINAL INSPECTION OR A WRITTEN WAIVER OF INSPECTION FROM OWNER. VIOLATION OF THIS REQUIREMENT SHALL CONSTITUTE A REJECTION OF THE EQUIPMENT, WITH SUBSEQUENT RETURN OR OTHER ACTION AT SUPPLIER'S COST.

7.11 Complete and accurate information is required to maintain the overall schedule. Unless otherwise stated in a Purchase Order, Supplier shall at a minimum furnish every seven (7) days, a Progress Report, reflecting, among other things, the status of engineering, material procurement, production and shipping information. Weekly Progress Reports shall be prepared by the Supplier and submitted electronically to the Owner representative in such numbers of copies as Owner's representative may reasonably request. Each Progress Report shall include the required documents established in this Contract and subsequent purchase orders.

7.12 Supplier shall participate in regularly scheduled joint management meetings as Owner's representative may request. At Owner's sole discretion, participation may be by phone or video conferencing.

7.13 In the case of Equipment delivered during the preceding month, Supplier shall supply with each Progress Report for all Equipment delivered originals of: (i) all bills of lading marked freight prepaid issued or endorsed to the order of Supplier; (ii) one commercial invoice relating to the Equipment delivered; (iii) a detailed packing list for each shipment of Equipment; (iv) a certificate signed by an authorized representative

of Supplier, certifying that all items of Equipment included within an Equipment or category of Equipment have been delivered in compliance with the provisions of this Contract and the applicable Purchase Order, and that all such Equipment has passed any applicable factory quality tests.

7.14 Upon request of Owner, Supplier and each subvendor shall deliver or cause to be delivered from time to time, such additional documents, information, projections, technical analyses, shipping information, fabrication information, certifications of its officers, accountants, engineers or agents as may be reasonably requested and as relates to the Supplier's obligations under this Contract and applicable Purchase Order.

7.15 If, at any time, for reasons attributable to Supplier or its subvendors: (i) it is reasonably ascertained by Owner that actual progress is too slow for Supplier to achieve the Guaranteed Date(s); or (ii) Supplier's progress has fallen (or is reasonably ascertained by Owner that it will likely fall) behind schedule, then Owner may instruct Supplier to correct such Work by the submission of a revised program and supporting report describing the revised methods and corrective action which Supplier proposes to adopt in order to expedite the progress of the Work. Subject to the approval of Owner, Supplier shall adopt these revised methods, which may include, among other things, the installation of a representative or representatives of Owner at the facilities of Supplier or any of its subvendors at Supplier's sole risk and cost. The risk and costs of adopting all such revised methods shall be borne by Supplier, including any and all costs and expenses incurred by Owner in connection therewith (which shall be deemed to constitute corrective Work to remedy a defect or deficiency).

SECTION 8 TITLE AND RISK OF LOSS

8.1 Title. Title to all or any portion of the Equipment shall become (or shall be deemed to become) Owner's property upon the earliest of (i) any payment by Owner therefor; (ii) tender of such materials to the pertinent transportation provider for delivery to Owner's premises; or (iii) incorporation of such materials into the Equipment.

8.2 Risk of Loss. Regardless of when title to any Equipment passes to Owner as provided in Section 8.1, Supplier shall bear the risk of loss of any of material procured by Supplier until such material is incorporated into the Equipment. For any material procured by Owner, Supplier shall have care, custody, and control of such material, and shall bear the risk of loss for such material, from the time the material is procured until such material is incorporated into the Equipment. Supplier shall bear the risk of loss on the Equipment until the Equipment is delivered to Owner in accordance with this Contract and the applicable Purchase Order.

SECTION 9 WARRANTIES

9.1 Equipment Warranties

9.1.1 If the Equipment fails to meet any requirement set forth in Section 9 prior to the expiration of the Warranty Period, then Supplier shall, at its expense,

promptly repair, replace, reperform, refinish, remove and replace, adjust, or otherwise correct any such defect (collectively "Corrective Work")

9.1.2 Any Equipment subject to Corrective Work conducted by Supplier or any subvendor during the Warranty Period shall be further warranted for an additional three hundred sixty-five (365) days from the date such Corrective Work is completed and such corrected Equipment is returned to service.

9.1.3 If chronic failure of Equipment occurs during the Warranty Period (either original or as may be extended as a result of failures during the original Warranty Period), Supplier shall investigate the root cause of such chronic failure and complete such corrected Equipment in order to correct the root cause of the chronic failure.

9.2 Subject to Section 10, Supplier will be responsible for any and all costs and expenses incurred by Owner to repair, replace or refinish Equipment manufactured by Supplier, to re-perform nonconforming Work when Supplier has been given written notice of such failure and thereafter has failed to take prompt and effective action satisfactory to Owner to correct the failure in accordance with the foregoing.

9.3 Supplier shall, for the protection of Owner, obtain from all subvendors, and thereafter enforce, all warranties with respect to Services and Equipment. Supplier agrees during the Warranty Period to cause each subvendor to inspect and to repair, replace or otherwise correct any such nonconforming Work or Equipment consistent with such applicable subvendor warranty. Any subvendor warranty in excess of the warranties or longer than the Warranty Period set forth above shall be assigned to Owner at the end of the Warranty Period. Notwithstanding the foregoing, Supplier in all cases shall be responsible for the Work and no failure on the part of a subvendor to honor a warranty shall operate to limit or otherwise excuse Supplier's obligations with respect thereto.

9.4 General Warranties

9.4.1 Supplier warrants and represents to Owner that:

(a) Supplier will perform the Work expeditiously, in a good and workmanlike manner, in accordance with Owner instructions, protocols and/or guidelines and the latest recognized industry standards;

(b) the Work shall be in conformance to the requirements and specifications of this Contract and the applicable Purchase Order, including in accordance with applicable law and GEMP;

(c) the Work shall be free from encumbrances to title;

(d) all materials and equipment furnished in performance of the Work will be of good quality and new unless otherwise specified in the applicable Purchase Order;

(e) Supplier, its subvendors and agents will furnish only competent, skilled and properly trained workers to perform the Work;

(f) if any Work being performed require certifications or licenses, the workers performing such Work shall be so certified and/or licensed, and shall submit all valid certificates or licenses to Owner prior to starting Work; and

(g) the product of any Work performed under the applicable Purchase Order and this Contract shall be free from defects in design, material, and workmanship.

9.4.2 Neither Owner's inspection nor failure to inspect shall relieve Supplier of any obligation under this Contract or an applicable Purchase Order.

9.4.3 Except as provided below with regard to Latent Defects, at any time during the performance of the Work and during the Warranty Period, Owner will notify or make a reasonable attempt to notify Supplier of the failure of the Work or any product thereof to meet the warranties in Section 9. Notwithstanding the preceding sentence, in the event any Latent Defect(s) in Supplier's performance of the Work are discovered after the eighteen (18) month period following completion of the Work through the end of the thirty-sixth (36) month following completion of the Work, Supplier shall correct such Latent Defect at its sole cost and expense.

9.4.4 If Supplier fails to promptly commence and diligently complete Corrective Work within a reasonable time after notification by Owner or if Supplier agrees, Owner may take such steps as may be necessary to correct such nonconformities, Supplier shall be liable to Owner for all such costs subject to and limited by the terms established in Section 10, and Owner may require Supplier to provide corresponding credit invoices and may deduct such costs from any sums due or to become due to Supplier.

If corrective Work is performed under this Section 9.4.4, then Supplier warrants that such Corrective Work shall conform with the warranties set forth in this Section 9 until the end of the original warranty period or until twelve (12) months from the date that such Corrective Work is completed, whichever last occurs.

9.4.5 Supplier's warranties also apply to Work performed by Supplier's subvendors. Supplier shall obtain from all of its subvendors similar warranties with respect to Work performed by such subvendors; however, such subvendor warranties will not relieve Supplier from its warranty obligations hereunder with the exception of paint/coatings products which will be limited to the manufacturers warranties.

9.4.6 Supplier will make best efforts to assign to Owner all warranties and guarantees issued by manufacturers, fabricators and vendors with regard to Equipment or material procured by Supplier for incorporation into the Work or the product of the Work.

9.5 EXCEPT FOR THE WARRANTIES CONTAINED HEREIN, SUPPLIER MAKES NO OTHER WARRANTIES FOR SERVICES, EQUIPMENT OR GOODS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ADVICE, MERCHANTABILITY OR RESULT, OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND ALL SUCH OTHER WARRANTIES ARE DISCLAIMED. THE PARTIES AGREE THAT THE REMEDIES SET FORTH IN THIS CONTRACT ARE OWNER'S EXCLUSIVE REMEDIES FOR A BREACH OF WARRANTY DISCOVERED AFTER THE COMMENCEMENT OF THE WARRANTY PERIOD.

SECTION 10 BACKCHARGES

10.1 In the event that prior to the commencement of the Warranty Period any of the Work (including activities associated with the conduct of the Work) is found to have defects or deficiencies, it is the responsibility of Supplier to promptly repair, replace, reperform, or refinish the same when so directed.

10.2 If upon receiving written notice from Owner of Work which has defects or deficiencies, and having been directed to correct such Work by a certain date, Supplier states or by its actions indicates its inability or unwillingness to comply, then Owner shall proceed to instruct or accomplish the corrective work by the most expeditious means available to it and charge Supplier for the cost of repairing, replacing or refinishing Equipment or reperforming Services Such cost shall not exceed two and a half (2.5) times the charges invoiced by Supplier for the operations involved in the corrective work and the net cost delivered of material replacement, if any.

10.3 Before proceeding on such corrective Work as described in Section 10.2 above and, if available, Owner shall furnish the Supplier with a written estimate of the cost of performing the corrective Work. Upon completion of the corrective Work, Owner will invoice the Supplier for actual costs incurred, subject to and limited by the terms established in Section 10.2, or withhold such sum, from any funds due the Supplier.

SECTION 11 LIENS

11.1 Supplier shall save and keep Owner and Owner's premises free and clear from all construction claims, liens or encumbrances of the nature of mechanic's, labor or materialmen's liens or otherwise, whether legal or equitable, arising out of the Work. In the event any such claim, lien or encumbrance is made by anyone claiming by, through or under Supplier, Supplier shall at its own expense remove and discharge same within ten (10) business days. If Supplier fails to do so, then Owner may, in its sole discretion, remove and discharge all claims, liens or encumbrances by bond or direct payment to claimant. If Owner elects to exercise its right to remove and discharge, then Supplier shall be liable to Owner for all damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred by Owner, and Owner shall have the right to deduct such damages, costs and expenses from the amount due Supplier. If Owner does not elect to exercise its right to remove and discharge, then Supplier shall defend, indemnify and hold harmless Owner from and against all claims, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or relating to such claims, liens or encumbrances. Owner further reserves

the right to retain up to ten percent (10%) of the applicable Purchase Order Price until the Work thereunder is completed. When such claims, liens or encumbrances are removed or discharged, payment will be made of the amounts withheld.

Owner reserves the right to retain up to fifteen percent (15%) of any invoiced amount until the Work is completed to Owner's reasonable satisfaction and until all lienable claims, nonlienable claims or probable claims as may be brought against Supplier, or Owner, Owner's parents, subsidiaries, affiliates, partners, or co-venturers, arising out of or attributable to the Work, have been discharged to Owner's satisfaction.

11.2 Supplier shall submit conditional and final lien waivers as reasonably required by the Owner. All subvendors or subcontractors of Supplier with contracts in excess of Two Hundred Fifty Thousand Dollars (\$250,000) shall be required to submit lien waivers. The required form of waiver can be found on the Owner's website (<https://motiva.com/Suppliers/Supplier-Resources>).

SECTION 12 INDEMNIFICATION

12.1 GENERAL INDEMNITIES BY SUPPLIER. Except as to matters within the scope of Section 12.2, Supplier shall release, indemnify, defend and hold Owner , harmless from any and all claims, judgments, liabilities, damages, actions, fines, penalties, costs, expenses (including, without limitation, court costs, litigation expenses, and attorneys' fees), and causes of action (collectively "claims" for purposes of this Section 12) pertaining to or resulting from (a) injury to or death of any person, including, without limitation, employees of Owner (but expressly excluding employees of Supplier, its agents or invitees, or subvendors of any tier, which are specifically addressed in Section 12.3) or (b) damage to property (including, without limitation, property of any person or entity other than Owner), arising from or incidental to Supplier Group's, performance or non-performance of the Work under this Contract or any Purchase Order; provided however that such obligations shall be proportionately reduced if, when and only to the extent the above-described claims are determined by a final adjudication to be caused by the willful misconduct or gross negligence of Owner. For the avoidance of doubt, Supplier Group shall not be deemed to be under the control or supervision of Owner.

12.2 OTHER INDEMNITIES. Supplier shall release, indemnify, defend and hold Owner harmless from and against any and all claims arising from or incidental to: (a) the filing of any claims, liens or other such encumbrances by any firm, entity or person whomsoever arising out of the performance of the Work; (b) Supplier Group's failure or alleged failure to provide or perform anything required under Section 12; (c) any actual or alleged failure or neglect by Supplier Group to comply with any law, rule, regulation, order or ordinance, or industry practice; (d) any actual or alleged failure or neglect by Supplier Group to comply with the strict enforcement of any rule, regulation, requirement or condition of Owner, or arising from the actual or alleged failure of Supplier Group to comply with any provision of this Contract or applicable Purchase Order relating to safety or health; (e) Supplier Group's actual or alleged use of any information or suggestions on any material safety data sheets or other documents

containing hazard information furnished to Supplier by Owner; and (f) Supplier's actual or alleged failure to provide or perform anything required under Section 6; provided, however, that such obligations shall be proportionately reduced if, when and only to the extent the above-described claims are determined by a final adjudication to be caused by the willful misconduct or gross negligence of Owner. For avoidance of doubt, Supplier Group shall not be deemed to be under the control or supervision of Owner.

12.3 PERSONAL INJURY TO SUPPLIER GROUP PERSONNEL. Notwithstanding anything contained in this Contract to the contrary, Supplier shall release, indemnify, defend and hold Owner harmless from and against all claims arising from or related to injury to or death of any employees of Supplier Group arising from or incidental to (a) the Supplier Group's performance or non-performance of the Work; or (b) diagnosis, treatment, medical evacuation, provision of pharmaceutical products or medical supplies furnished or rendered by Owner to such person(s); such obligations shall be proportionately reduced if, when and only to the extent the foregoing-described claims of injury or death are determined by a final adjudication to be caused by the willful misconduct or gross negligence of Owner.

12.4 FAIR NOTICE. Owner and Supplier agree that this section complies with the requirement known as the Fair Notice Doctrine, to expressly state in a conspicuous manner to afford fair and adequate notice that this Contract has provisions requiring one party to be responsible for the negligence, strict liability or other fault of another party. However, if the work to be performed by Supplier under a Purchase Order falls within the definition of "Construction Contract" as set forth in Section 151 of the Texas Insurance Code (as amended), commonly known as the Texas Anti-Indemnity Act, then the indemnities and releases in Sections 12.1 and 12.2 of this Contract shall be proportionately reduced if, when, and only to the extent that any claim, liability or cause of action is determined by a final adjudication to be the result of the negligence or fault, the breach or violation of statute, ordinance, governmental regulations, standard or rule, or breach of contract of Owner. If the work to be performed by Supplier under a Purchase Order falls within the definition of a "Construction Contract" set forth in Section 130.001 of the Texas Civil Practice & Remedies Code (as amended), commonly known as the Texas Engineer and Architect Anti-Indemnity Act, then the indemnities and releases in Sections 12.1, 12.2, and 12.3 shall be proportionately reduced if, when and only to the extent that any claim, liability or cause of action is determined by a final adjudication to be the result of the negligence of Owner.

12.5 "Owner" as used herein shall include Motiva, its parents, subsidiaries, affiliates, partners, co-venturers, and their respective directors, officers, employees and agents.

"Supplier Group", as used herein, shall mean individually and/or collectively Supplier, each subsidiary of Supplier, affiliate of Supplier, subvendor of Supplier, invitee of Supplier, and any director, officer, agent or employee of any of them.

12.6 In the event that a final judgment is rendered against Owner which holds Owner at fault in a third-party action, and Supplier is not a party to such lawsuit, then it is agreed that any such finding shall not be binding upon Owner in a later action to determine responsibility under this section. It is stipulated that any determination of issues in such third-party action shall not be admissible in evidence or considered in any manner in any Proceeding between the Parties for determination of responsibility under this section, including the judgment, jury verdict, findings of fact, conclusions of law, special issues or interrogatories and their answers.

12.7 The indemnities and releases provided for in this section shall apply whether a claim is based on common law, civil law, maritime law, statute or contractual obligation between Owner and a third party, and shall be in addition to and not in derogation or substitution of any other indemnities and releases contained in this Contract.

12.8 The indemnitor under this section shall have the right to appoint counsel of its choosing. No indemnitee may incur any defense expenses, admit liability for or settle any claim without the indemnitor's prior written consent, which shall not be unreasonably withheld. The indemnitor shall have the right to enter into the settlement of any claim that it deems appropriate.

12.9 In no event shall either Party be deemed liable to the other Party for incidental, indirect, consequential, or special damages resulting from or arising out of this Contract or a Purchase Order, including without limitation, loss of profits, anticipated profits or business interruptions, howsoever they may be caused.

12.10 Supplier agrees to first submit any claim or dispute arising under, related to or in connection with the Work, this Contract, or a Purchase Order to Owner in writing, prior to initiating any dispute resolution proceedings. Supplier shall submit specific information to Owner regarding any such claim or dispute, along with supporting material to document the amount of the alleged claim (including, without limitation, labor hours, material costs and all other expenses to the extent not waived, limited, barred or released by other provisions of this Contract or by operation of law). The foregoing shall be submitted to Owner within ten (10) business days from the date on which the Supplier knew of the existence of such claim or dispute. Upon Owner's receipt of such a request and within that time frame, then Owner shall grant an extension period for an additional thirty (30) calendar days. No other extensions shall be permitted, and any claim not submitted within the extension period, if applicable, shall be deemed waived.

12.11 Supplier agrees to continue performance of the Work and shall proceed in accordance with the directives of Owner in the event of a dispute or controversy. Failure to proceed shall constitute a material breach of this Contract, regardless of the ultimate outcome of the dispute, it being understood and agreed that any controversy between the Parties shall not be deemed a basis to delay or suspend the Work, unless directed otherwise by Owner. This section shall survive completion or termination of any Purchase Order.

12.12 Completion of the internal dispute resolution procedure shall be a condition precedent to the right of Supplier to commence or continue any legal action against Owner.

SECTION 13 INTELLECTUAL PROPERTY

13.1 Supplier warrants that the Equipment shall be delivered free of any third-party claims for misappropriation or misuse of any trade secrets or other Confidential information or for infringement or alleged infringement of any patent or other intellectual property right covering the Equipment or the process for making the Equipment. Supplier does not warrant against infringement by, and assumes no responsibility by reason of, the use of the Equipment in combination with other materials or apparatus.

13.2 To the knowledge of the Supplier, the Suppliers operation, design, and use of the Equipment (including all equipment, products, Work, Know-How and manufacturing processes used thereby) does not infringe, violate, dilute, misuse, misappropriate or otherwise conflict with any Intellectual Property right of any third party. Supplier warrants that no written claims, notices or threats relating to any such activities have been made by any third party. To the knowledge of the Supplier, all of the Intellectual Property owned or used in association with the Equipment is valid and enforceable, except in the case of any patents, to the extent that the term thereof has expired. No written claims, notices or threats relating to the validity or enforceability of Supplier's Intellectual Property have been made by any third party against the Supplier. To the knowledge of the Supplier, no third party is infringing, violating, diluting, misusing or misappropriating any Intellectual Property, and the Supplier has not made any written claim against any third party alleging otherwise.

13.3 Supplier will indemnify, hold harmless and defend Owner from and against any claim, suit, damage, cost, expense, fine, liability or cause of action whatsoever, including reasonable attorneys' fees (collectively "IP Proceeding"), on account of, relating to, or arising out of any claim covered by the above warranty of Supplier.

SECTION 14 SUPPLIER'S OBLIGATIONS

14.1 Without relieving Supplier of its obligations and without assuming any responsibility, Owner or its representatives may inspect the equipment, procedures and facilities used or proposed for use by Supplier in the manufacture of Equipment hereunder. Supplier is required to reply to all inquiries resulting from the review(s), basing all responses on continuous quality improvement and corrective action. If the Owner or such representative should determine that the equipment, procedures or facilities are unsafe or otherwise inappropriate and said condition is not promptly remedied by Supplier, Owner may terminate this Contract or applicable Purchase Order upon notice thereof to Supplier.

14.2 Supplier will immediately notify Owner if (i) Supplier is served with notice of significant violation of any law, regulation, permit or license which relates to Supplier's manufacture of Equipment hereunder, (ii) Proceedings are commenced which could

lead to revocation of permits or licenses which relate to Supplier's manufacture of Equipment hereunder, (iii) permits, licenses or other government authorizations relating to Supplier's manufacture of Equipment hereunder are revoked, or (iv) Supplier becomes aware that its equipment or any facilities which are used or proposed to be used in the manufacture of Equipment hereunder are not in compliance, or may fail to comply in the future with applicable laws or regulations.

14.3 Supplier acknowledges and agrees that Supplier shall be solely responsible for communicating to its employees, subvendors and agents that adherence to Owner rules, regulations, requirements and conditions (particularly those pertaining to safety), is a condition to such employee, subvendor, or agent providing work to Owner and being present on Owner premises.

14.4 Supplier shall conduct background checks for any of its employees, and require that its subvendors conduct background checks for each of their employees who perform Work on Owner premises under a Purchase Order or who otherwise enter Owner's premises. The required background checks shall include, at a minimum, (a) criminal background check, (b) verification of eligibility to work in the United States, and (c) verification of driver's licenses, employment and educational history, and mailing addresses. Supplier shall ensure that all such background checks are conducted in accordance with all applicable laws. Neither Supplier nor any of its subvendors shall allow any employee (w) with a felony conviction, (x) without proof of eligibility to work in the United States, (y) whose background information cannot be verified, and/or (z) with false identification to enter Owner's premises or to perform any Work without prior written approval from Owner.

14.5 If Owner shall request Supplier to remove any subvendor, or any employee or agent of Supplier or its subvendors, from Owner's premises for any reason, Supplier shall immediately cause such subvendor, employee or agent to be removed and replaced at no cost to Owner. If said subvendor, employee or agent is removed from any one Owner site for cause, then the individual shall not be placed at any other Owner site, provided, however, Supplier retains the sole right to hire and fire its employees, subvendors and agents, and shall be solely responsible for any decision to fire its employees, subvendors and agents.

14.6 Except as otherwise specifically agreed in writing by the Parties, Supplier shall provide all labor, skills, expertise, and equipment necessary for the performance of the Work. Supplier shall thoroughly inspect all such equipment brought onto the Owner's premises by or on behalf of Supplier or its subvendors to ensure the equipment is of acceptable quality, is in good operating condition, and is safe and suitable for use. Supplier shall ensure that Supplier's and its subvendor's employees, agents, and invitees have adequate skill, training, and expertise to operate the equipment in the performance of the Work. Further, and notwithstanding anything contained in this Contract to the contrary, Supplier, as an independent contractor, assumes full responsibility for loss of or damage to its equipment or other property while performing hereunder.

14.7 No subcontract shall be let by Supplier in the performance of the Work without the specific written approval of Owner, regardless of any implied use of subvendors in any Supplier cost estimate, quotation, bid or proposal. In the event that Owner approves Supplier's utilization of subvendors, Supplier shall include in every subcontract a requirement prohibiting any further subcontracting of any portion of the Work by the subvendor, as well as provisions requiring the subvendor to be subject to the same performance requirements as those set forth herein, including without limitation, those relating to records, infringement of intellectual property rights, liens, compliance with applicable laws, rights of Owner to audit, nondisclosure of Confidential Information. Supplier shall also provide a statement that the subvendor meets and/or exceeds Owner's safety requirements. Supplier shall be fully responsible for and shall provide direct supervision for any of Supplier's subvendors, and their personnel or invitees performing Work at the Owner premises.

14.8 Notwithstanding anything contained in this Contract to the contrary, use of subvendors by Supplier (whether or not properly approved by Owner) in the performance of the Work shall not relieve Supplier from any liability or obligation, including, without limitation, Supplier's warranty obligations, under this Contract.

14.9 To ensure the safety of all personnel working on Owner's premises, Supplier shall ensure (by appropriate testing, if necessary) and, certify in writing, except as provided below, that the employees, agents and invitees of Supplier and its subvendors who come onto Owner's premises can quickly and efficiently interpret, react to, and understand oral and written instructions and safety-related signs and information (including, without limitation, Owner's voice alarm system and any safety lights, horns, sirens and whistles related thereto), which are presented or written in English. From time to time Owner may request Supplier to certify its obligations under this Section. If for any reason any of the employees, agents or invitees of Supplier, or its subvendors are unable to demonstrate that they can quickly and efficiently interpret, react to, and understand oral and written instructions and safety-related signs and information (including, without limitation, Owner's voice alarm system and any safety lights, horns, sirens and whistles related thereto) that are presented or written in English, Supplier shall so notify Owner prior to any such individual coming onto Owner's premises and shall establish to Owner's satisfaction a safety plan including at a minimum bi-lingual supervision. The bi-lingual supervisor to non-English speaking Supplier employee ratio should be no greater than 1:5. In addition, the bi-lingual supervisor must maintain direct line-of-site communication with no more than five (5) employees at all times while any of these employees are performing work in the facility. All Supplier bi-lingual supervisors must use an identification method that is readily visible to Owner employees. Owner prohibits any Supplier non-English speaking method that is not readily visible to Owner employees. Owner prohibits any Supplier non-English speaking lead, foreman or supervisor to perform the function required pursuant to this Section at Owner's premises.

14.10 Unless otherwise specifically provided to the contrary herein, Supplier shall assume the entire responsibility for the examination of the site for the performance of the Work and for acquaintance with the conditions that may exist or develop during the term of this Contract. It is the Supplier's responsibility to advise the Owner



representative of any conditions or activities that are considered a safety hazard or problem.

14.11 Supplier shall keep all employment records with regard to its employees as required by law. Supplier shall be responsible for and shall timely pay all payrolls and payroll taxes (including without limitation Social Security, Unemployment Compensation Taxes and other withholding taxes).

14.12 Prior to any Supplier employee, subvendor, agent or invitee acquiring access to the Owner computer, Internet or Intranet Work, written approval must be obtained by the Owner sponsor responsible for that individual while they are on Owner property. At that time, the Supplier employee, subvendor, agent or invitee shall be given a copy of the Owner Information Security Policies, Sections IT-20 and IT-40, governing use of the Owner's computer, Internet and Intranet Work.

14.13 Supplier's Financial Condition. Supplier represents and warrants that it has previously disclosed to Owner its most recent audited financial statements, prepared in accordance with generally accepted accounting principles in the relevant jurisdiction and which present a true and fair view of the Supplier's financial condition. Supplier agrees to provide Owner with notice on a prompt and contemporaneous basis of the occurrence of any event or series of events that, taken as whole, reasonably could have a material and adverse effect on the financial condition of Supplier and the ability of Supplier to fully perform the obligations under this Contract or any Purchase Order.

14.14 Supplier's Continuing Information Obligation; Provision of Adequate Assurances. Upon request, Supplier will deliver to Owner quarterly unaudited financial statements of the Supplier within forty-five (45) days after the end of the quarter to which those statements relate, and Supplier's annual audited financial statements promptly upon the issuance thereof. Whenever Owner reasonably deems itself insecure as to Supplier's continued capacity to fully perform the obligations under a PO, Owner may demand that Supplier promptly (but in all cases within fourteen (14) days) provide adequate assurances of Supplier's capability to fully perform.

SECTION 15 CONFLICTS OF INTEREST

No director, employee or agent of Supplier will give or receive any commission, fee, rebate, gift or entertainment of significant cost or value in connection with this Contract or any Purchase Order, or enter into any business arrangement with any director, employee or agent of Owner other than as an authorized purchasing representative of Owner without prior written notification thereof to Owner. Supplier may inquire about and report any actual or suspected violation of this Section by reviewing Owner's Ethics and Compliance Hotline at <https://secure.ethicspoint.com/domain/media/en/gui/48985/index.html> and taking appropriate action.

SECTION 16 MATERIAL SAFETY DATA SHEETS

Supplier is required to furnish Owner a complete MATERIAL SAFETY DATA SHEET (SDS) prior to the first delivery for each piece of Equipment under a Purchase Order, as well as updates as they are issued. All SDS's should be forwarded to the use location, attention Health, Safety and Environmental. Supplier will also provide Owner any other readily available information or advice ("Other Information") relating to the description, receipt, storage, handling, and/or discharge of the Equipment supplied hereunder and any information developed or obtained by Supplier regarding the safety of the Equipment in connection with the developing, manufacturing, post-processing, transporting, distributing, selling, recycling and disposing of the Equipment; provided, however, that any such Other Information is given without consideration and without any warranty whatsoever as to such Other Information or the results obtained.

SECTION 17 CHEMICAL HAZARD INFORMATION

Supplier warrants and represents to Owner that:

17.1 Supplier is aware that there are hazardous chemicals produced, used or stored by Owner on Owner's site to which Supplier, its subvendors, and their respective employees, agents and invitees, may be exposed.

17.2 Supplier is aware that Owner maintains Material Safety Data Sheets for any hazardous chemicals produced, used or stored on Owner's premises, and acknowledges that these Material Safety Data Sheets are available from Owner upon Supplier's request.

17.3 Upon receipt of information from Owner pertaining to hazardous chemicals produced, used or stored on Owner's site, Supplier shall take all measures prudent and necessary to determine the extent to which such chemical hazards may impact Supplier's performance of the work and the safety of Supplier, its subvendors, and their respective employees, agents and invitees. Supplier further covenants and agrees that Supplier is solely responsible for informing, and shall inform, the employees, agents and invitees of Supplier and its subvendors of the hazards of such chemicals prior to their performing any Work.

17.4 Supplier acknowledges and agrees that the employees, agents and invitees of Supplier and its subvendors shall attend and satisfactorily complete Owner's "Safety Orientation Program" prior to being granted access to Owner's site. Supplier further covenants and agrees that upon such employees, agents and invitees being informed of the hazardous chemicals produced, used or stored by Owner at Owner's site, to which they may be exposed, such employees, agents and invitees shall acknowledge in writing, on behalf of the Supplier and themselves, the receipt of such chemical hazard information by signing a form provided by Owner.

17.5 Supplier, its subvendors, and their respective employees, agents and invitees, shall take any and all precautions prudent and necessary to protect

themselves from the hazards of the chemicals to which they may be exposed and from the hazards associated with the Work to be performed under a Purchase Order.

17.6 Supplier, in accordance with the requirements of the OSHA Hazard Communication Standard, at a minimum, has an obligation and liability to furnish, and shall furnish, Owner, and the other employers at Owner's site whose employees may be exposed to hazardous chemicals produced, used or stored on Owner's site by Supplier, its subvendors or agents, the Material Safety Data Sheets and any other applicable information pertaining to the precautionary or protective measures to be taken to prevent exposure to such hazardous chemicals. Supplier further covenants and agrees that Supplier has developed and shall maintain a hazard communication program covering all such hazardous chemicals, and that such hazard communication program meets, at a minimum, all requirements of the OSHA Hazard Communication Standard.

Supplier expressly understands, acknowledges and agrees that:

17.6.1 OWNER MAKES NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE COMPLETENESS OR ACCURACY OF ANY INFORMATION OR SUGGESTIONS CONTAINED IN ANY MATERIAL SAFETY DATA SHEETS OR RELATED INFORMATION PRESENTED TO SUPPLIER, NOR AS TO THE FITNESS OR SUITABILITY OF THE SAME FOR ANY PARTICULAR PURPOSE OR ACTIVITY.

17.6.2 WITHOUT BEING RESTRICTED BY THE FOREGOING, ANY AND ALL WARRANTIES RESPECTING SUCH INFORMATION OR SUGGESTIONS, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED AND DISCLAIMED.

17.6.3 OWNER NEITHER UNDERTAKES NOR ASSUMES ANY LIABILITY (INCLUDING WITHOUT LIMITATION ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES) IN CONNECTION WITH THE USE OF OR ANY RELIANCE UPON ANY SUCH INFORMATION OR SUGGESTIONS.

SECTION 18 RECORDS AND AUDIT

Supplier will keep true and correct records pertaining to this Contract and all Purchase Orders issued thereunder and all transactions related thereto ("Records") and will maintain such Records for a period of at least two (2) years after termination or expiration of this Contract as applicable. On written request by Owner and at Owner expense and under appropriate provisions on confidentiality, Owner or Owner's third-party auditor may audit any and all such Records of the other Party at any time or from time to time for the purpose of confirming the accuracy of such Records and the manner in which such Records have been used in the administration of this Contract. The right to audit under this Section will expire two (2) years after termination or expiration of this Contract as applicable.

Any representatives authorized by Owner may audit any and all such records of Supplier, its subvendors or agents, relative to the Work performed hereunder, all transactions and charges related thereto, and to determine whether there has been

compliance with this Contract and applicable Purchase Orders, at any time or times during the term of the Purchase Order and for a period of two (2) full calendar years following its termination or expiration as applicable. In the event that Owner performs such audit and an overcharge to Owner is discovered, Supplier shall immediately reimburse Owner for the amount of such overcharge, including without limitation, any reasonable accounting fees associated with the audit, reasonable and verifiable travel expenses associated with the audit, and interest on the amount of the overcharge at the maximum rate permitted by applicable law.

SECTION 19 CONFIDENTIALITY

In order to fulfill this Contract and Purchase Orders issued thereunder it will be necessary for Supplier and Owner to make Confidential information available to each other directly or indirectly. Both Parties agree to hold all such Confidential Information in confidence at all times (notwithstanding that this Contract or applicable Purchase Orders shall have terminated, been cancelled or expired), and neither disclose the same to others nor use the same for any purpose other than as provided herein without the express written permission of the other Party. Each Party agrees to take all reasonable steps to keep secret and confidential all Confidential Information (as defined herein) communicated to it as required or permitted under this Contract, and will not use, except as expressly provided for herein, nor divulge to any person or persons, firms or corporations, government entities, or any other third party, any of the Confidential Information, except as expressly provided for herein. Supplier agrees not to disclose the existence or contents of the applicable Purchase Order and this Contract and related discussions, which are considered Owner's Confidential Information only. The Parties also agree not use the name, trademark(s), or logo(s) of the other Party in any way, including but not limited to, promotional materials, websites, publicity releases, advertising, marketing materials, or any other similar publications or communications, whether oral or written, without the prior express written consent of the other Party. The foregoing obligations shall be in effect for a period of five (5) years from the termination date of the applicable Purchase Order; provided, however, that the foregoing obligations with respect to confidential technical information shall survive the termination or expiration, as applicable, of the applicable Purchase Order for an indefinite period of time.

All Confidential Information whether given to Supplier by Owner or its agents, created by Supplier, or otherwise, shall not be disclosed by Supplier to any third party without the prior written consent of Owner. Supplier may, with Owner's express written agreement, disclose to any contractor, vendor, or engineering firm employed by it to render Work in connection with this Contract and any Purchase Order, provided that prior to making such disclosure, Supplier shall first require that each contractor, subcontractor, vendor, subvendor, and/or engineering firm has entered into a written agreement safeguarding the Confidential Information. Supplier will notify Owner if such disclosure occurs. The provisions of this Section shall not apply to information that is or become part of the public knowledge from sources other than the Party receiving such information hereunder.

The provisions of this Section shall be superseded by the terms and conditions of any previously executed non-disclosure agreement still effective between the Parties with respect to the matters within this Contract.

SECTION 20 FORCE MAJEURE EVENTS

Neither Party will be in breach of its obligations hereunder to the extent that performance is prevented or delayed by (i) any cause beyond the reasonable control of the Party concerned or a Force Majeure Event; (ii) labor disturbance, whether or not involving the employees of the Party concerned or otherwise, and whether or not the disturbance could be settled by acceding to the demands of a labor group; or (iii) compliance with a request or order of a person purporting to act on behalf of any government or governmental department or agency (including but not limited to EPA and OSHA). A "Force Majeure" event is (i) an Act of God; (ii) acts of civil or military authority; (iii) sabotage (other than by a person or Party for which Supplier is responsible); (iv) epidemics; (v) war; (vi) riot; (vii) fires (other than at a facility of Supplier or a subvendor); (viii) explosions (other than at a facility of Supplier or a subvendor); (ix) national strikes or strikes which are regional in scope and are not otherwise attributable to the workers of Supplier or its subvendor's workers; (x) changes in law which would make the performance of a Purchase Order illegal or impossible; or (xi) unusually severe weather which could not have been reasonably anticipated and planned for and which could not have reasonably foreseen or provided against. Owner shall have the right, in its sole discretion, to either: (i) terminate by written notice to Supplier all or part of this Contract and any Purchase Order if Supplier's performance under a Purchase Order is delayed by over sixty (60) days for any reason including a Force Majeure event; or (ii) extend any date of delivery or performance for a period equal to the duration of the delay taking into account any concurrent delays on the part of the Supplier or a subvendor, but Supplier shall not be entitled to any extra compensation for such delay.

Whenever any actual or potential event, including labor disputes, occurs that delays or threatens to delay the timely performance of any Purchase Order, Supplier will report such event immediately to Owner and will confirm by written notice within 24 hours.

SECTION 21 TERMINATION AND SUSPENSION

21.1 Termination for Convenience. Owner shall have the right to terminate all or any portion of the Work for its convenience at any time by written notice to Supplier. On the date of such termination stated in the notice, Supplier shall discontinue all Work pertaining to the applicable Purchase Order as instructed by Owner, shall place no additional orders, and shall preserve and protect materials on hand purchased for or committed under a Purchase Order and all Work in progress, and completed Work both in Supplier's and in its subvendor's plants pending Owner's instructions and shall dispose of same in accordance with Owner's instructions. The termination payment to Supplier or refund to Owner, if any, shall be promptly and mutually agreed to by Owner and Supplier, based on that portion of the Work completed prior to the date of termination, including reimbursement for reasonable and necessary expenses resulting from the termination, as substantiated by documentation satisfactory to and verified by Owner, disposition of work and material on hand and amounts previously paid by Owner and

applicable manufacturer termination charges. Supplier shall not be entitled to any loss of prospective profits, contribution to overhead or incidental consequential or other damages because of such termination. Supplier shall deliver or assign to Owner all Work (including Work in progress, and completed Work), with all applicable warranties or dispose of same as directed by Owner prior to final payment. For the avoidance of doubt, Supplier cannot under any circumstances terminate this Contract or any Purchase Order.

21.2 Termination for Default. In the event Supplier shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of Supplier's insolvency, or in the event Supplier is in material default of any provision or requirement of this Contract or a Purchase Order and such default is within Supplier's control and Supplier has failed to cure or begin curative measures for such default within ten (10) Days after Owner's written notice, Owner may, by written notice to Supplier, without prejudice to any other rights or remedies which Owner may have, terminate or suspend all of any part of this Contract or individual Purchase Orders. In the event of such termination, Owner may complete the performance of the Work by such means as Owner elects, and Supplier shall be commercially responsible for any additional costs incurred by Owner in so doing, including but not limited to expediting fees and additional costs incurred for ordering Services or Equipment from a similarly situated service providing the same, or substantially similar, piece of Equipment ordered from Supplier. Supplier shall deliver or assign to Owner any Work in progress as Owner may request. Any amounts due Supplier for Equipment completed by Supplier in full compliance with the terms of this Contract and applicable Purchase Order prior to such termination shall be subject to set off of Owner's additional costs of completing the Work direct damages. Waiver by Owner of any default of Supplier shall not be considered to be a waiver by Owner of any provision of this Contract, a Purchase Order, or of any subsequent default by Supplier. For the avoidance of doubt, Supplier cannot under any circumstances terminate this Contract or any Purchase Order.

21.3 Suspension of Performance. Owner may at any time, and from time to time, by written notice to Supplier, suspend further performance of all or any portion of a Purchase Order by Supplier. Supplier shall continue to perform any unsuspended portions of the Work. Such suspensions shall not exceed more than one hundred eighty (180) consecutive days each nor aggregate to more than one hundred eighty (180) days. Upon receiving any such notice of suspension, Supplier shall promptly suspend further performance of a Purchase Order to the extent specified, and during the period of such suspension shall properly care for and protect all Work in progress and materials, supplies, and equipment Supplier has on hand for performance of the Purchase Order at Owner's cost. Supplier shall use its best efforts to utilize its material, labor and equipment in such a manner as to mitigate costs associated with suspension. Owner may at any time withdraw the suspension as to all or part of the suspended performance by written notice to Supplier specifying the effective date and scope of withdrawal and Supplier shall, on the specified date of withdrawal, resume diligent performance of the Work for which the suspension is withdrawn.

If Supplier believes that any such suspension or withdrawal of suspension justifies modification of a Purchase Order Price or time for performance, Supplier shall comply with the provisions set forth in Section 5 of this Contract. In no event shall Supplier be entitled to any loss of prospective profits, contributions to overhead or any incidental, consequential or other damages because of such suspensions or withdrawals of suspension.

SECTION 22 DELAYS

Supplier shall promptly notify Owner of any actual or anticipated delay in delivery and take all necessary steps to avoid, overcome or end delays without additional cost to Owner; provided that delay was not caused by Owner. Supplier shall take all reasonable steps to mitigate the effect of delays on performance or delivery of the Equipment or the performance of the Services. Such steps shall include advanced planning and contingency planning. Owner shall have the right, in its' reasonable discretion and after consultation with Supplier, to either: (i) terminate by written notice to Supplier all or part of a Purchase Order; or (ii) extend any date of delivery or performance for a period equal to the duration of the delay taking into account any concurrent delays on the part of the Supplier or a subvendor, but Supplier shall not be entitled to any extra compensation for such delay. Further, Supplier will pay commercially reasonable costs required to maintain the schedule set forth in the applicable Purchase Order, including but not limited to, additional manpower and logistics costs. Supplier shall not be excused from performance hereunder where alternate sources of supply of materials, goods or Work (including, without limitation, transportation Work) are available.

SECTION 23 WORK MADE FOR HIRE

When applicable and required by Owner, Technical or business information and all other work product developed by Supplier and/or any of the personnel provided by Supplier under a Purchase Order shall be deemed a work made for hire made in the course of performing work hereunder, and all right, title, and interest in the work product, including without limitation all copyright, patent, trade secret, trademark and other proprietary rights throughout the world, shall vest, and does hereby vest, as between Supplier and Owner. Owner may use or transfer the work product in any manner it finds appropriate. Any and all such work product shall be delivered to Owner upon request or upon completion or termination of the work. As a work made for hire, each drawing or similar work product developed by Supplier for Owner shall contain a legend similar to the following:

XXXX ("SUPPLIER") HEREBY TRANSFERS FULL TITLE TO THIS DRAWING TO Motiva Enterprises LLC ("OWNER"), IN ACCORDANCE WITH THE GOVERNING AGREEMENT BETWEEN SUPPLIER AND OWNER. OWNER HAS THE FREE AND UNRESTRICTED RIGHT TO USE THIS DRAWING WITHOUT REGARD TO ANY PATENTS OR COPYRIGHTS OWNED OR CONTROLLED BY SUPPLIER. THIS DRAWING IS NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR ANY PURPOSE OTHER THAN AS SET FORTH IN THE GOVERNING AGREEMENT OR APPLICABLE PURCHASE ORDER. SUPPLIER SHALL NOT DISCLOSE THIS DRAWING TO OTHERS NOR USE THIS DRAWING FOR ANY PURPOSE OTHER THAN AS PROVIDED IN THE GOVERNING AGREEMENT WITHOUT OWNER'S PRIOR WRITTEN PERMISSION.

SECTION 24 INSURANCE

24.1 When Supplier is performing work hereunder, Supplier shall maintain and shall require its subvendors to maintain at no cost to Owner, the following insurance coverage with financially sound insurers: (a) Commercial General Liability Insurance on an occurrence form covering all operations to be conducted under a Purchase Order and including coverage for products and completed operations liability as well as contractual liability covering the indemnities assumed by Supplier under this Contract with a combined single limit bodily injury and property damage of \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate with respect to products and completed operations liability, and if subject to a general aggregate, an annual general aggregate of \$2,000,000; (b) Business Automobile Liability Insurance, whether scheduled or not, covering any owned, non-owned, and hired vehicles with a combined single limit bodily injury and property damage of \$1,000,000 per occurrence and \$5,000,000 per occurrence, to include pollution liability coverage endorsement CA 99 48 if Supplier is subject to Department of Transportation regulations as a carrier of Hazardous Materials; (c) all vehicles used to perform the duties subject to this Contract shall have this level of Business Automobile Liability Insurance; (d) Workers' Compensation Insurance covering all employees of Supplier in compliance with the authority having jurisdiction over each employee; if the purchase of the insurance is optional under the applicable laws or regulations of the authority having such jurisdiction, Supplier shall nevertheless purchase the insurance; (e) Employer's Liability Insurance covering all employees of Supplier with limits of liability of \$1,000,000 bodily injury by accident – each accident, \$1,000,000 bodily injury by disease – each employee and \$1,000,000 bodily injury by disease – policy limit, and (f) during the time any of Supplier Group or their employees are at any Owner premises, Umbrella/Excess Liability Insurance on an occurrence form in excess of the insurance described above (except Worker's Compensation) including coverage for products and completed operations liability and contractual liability covering the indemnities assumed by Supplier under this Contract, subject to a combined single limit bodily injury and property damage of \$4,000,000 per occurrence and in the annual general aggregate for all operations. Solely to the extent of Supplier's indemnity obligations hereunder, all such insurance policies shall name Owner as an additional insured (except for the Workers' Compensation Insurance), shall provide a waiver of subrogation in favor of Owner, and shall give Owner written notice of any cancellation or material change in accordance with the policy provisions. Upon request, Supplier shall provide a certificate of insurance to Owner, and Owner may require that Supplier provide such certificate prior to commencing any work specified by a Purchase Order.

SECTION 25 INDEPENDENT CONTRACTOR

It is expressly understood that the relationship created by this Contract and any Purchase Order is that of principal and independent contractor and not that of principal and agent, master and servant, or employer and employee. Supplier shall be fully responsible for and have the sole and exclusive direction and control of its employees, subvendors agents and invitees, and shall control the means, manner and methods required to accomplish the work. Any provisions of this Contract or a Purchase Order whereby Owner would otherwise have or appear to have the right to

direct Supplier in the manner of performing the work, or the right to exercise a measure of control over the work, shall be interpreted as meaning that Supplier shall follow the desires of Owner only in the results to be achieved and not in the means, manner or methods whereby the work is performed. Nothing in this Contract or any Purchase Order shall be construed to constitute Supplier or any of its employees, subvendors or agents as an employee, agent, servant, partner or co-venturer of Owner.

This Contract and any Purchase Orders are not considered exclusive contracts, and Owner shall have the right to contract with others to perform same or similar type Work as those to be performed by Supplier hereunder.

SECTION 26 LAWS AND ORDINANCES

This Contract and any Purchase Orders issued are made specifically subject to, and Supplier expressly agrees that Supplier, its subvendors and agents, shall comply with and abide by, all the laws, rules, regulations, orders and ordinances (now existing or that may be hereafter enacted or promulgated) of the United States and of the state and any political subdivision wherein the work is to be performed including, but not limited to, (a) the Occupational Safety and Health Act of 1970, as amended, and all regulations and standards adopted or promulgated thereunder or in connection therewith, (b) all state and/or local laws, ordinances, rules and regulations pertaining to occupational safety and/or health, and (c) laws relating to the protection of the environment including those related to the transportation or disposal of waste and the transportation, use or disposal of hazardous or toxic substances. Supplier may seek advice or report any actual or suspected violation of this section by reviewing Ethics and Compliance Hotline at <https://secure.ethicspoint.com/domain/media/en/gui/48985/index.html>, and taking appropriate action.

U.S. export control and economic sanctions laws can prohibit or significantly restrict the export, re-export, or other transfer of U.S.-origin technology to certain countries subject to U.S. economic sanctions. Supplier is committed to full compliance with these laws in connection with this Contract and each Purchase Order issued thereunder. Supplier will comply with U.S. export control and economic sanctions laws, and will take appropriate steps to ensure that Supplier's personnel do not violate these laws in their performance of this Contract and each Purchase Order issued thereunder. Supplier also agrees that it will not supply Equipment or work that originates from, is sourced from, or will be transshipped through, Cuba, Iran, Sudan, North Korea or Burma, without the prior written consent of Owner.

EPA Rule 40CFR82 (Protection of Stratospheric Ozone) requires Owner to label Equipment that is manufactured with or contains listed ozone-depleting substances, including chlorofluorocarbons. Prior to shipment of any material under a Purchase Order, Supplier will advise Owner whether such materials contain or are manufactured with such listed ozone-depleting substances, and in such event Owner will have the right to cancel such shipment or any additional shipments of such material with no cost to Owner.

SECTION 27 SAFETY AND LOSS PREVENTION

27.1 Supplier shall be solely responsible for the safety, health, medical surveillance, industrial hygiene and training of its employees, subvendors and agents. During performance of the work, Supplier shall continually monitor the work and safety habits of each of its employees, subvendors and agents to ensure proper job safety, shall conduct safety meetings as required by the Owner premises at which the work is being performed and shall perform routine safety inspections of operations, facilities, equipment (including without limitation any personal protective equipment), machinery, tools, materials and supplies used in the performance of the work.

27.2 Supplier shall inform its employees, subvendors and agents of, and shall comply with, all applicable health and safety standards, codes and regulations. If such standards, codes or regulations do not adequately protect against the hazards arising from any work to be performed hereunder, Supplier, its subvendors and agents, shall adopt appropriate practices that protect them and their respective employees against such hazards.

27.3 Supplier shall be responsible for an ongoing safety and loss prevention program during the performance of any work, and shall ensure that prior to performing any work that each of its employees, subvendors and agents has been properly trained and indoctrinated into such program. Failure on the part of Supplier to maintain an ongoing safety and loss prevention program shall be a material breach of this Contract entitling Owner to immediately terminate this Contract and any and all Purchase Orders.

27.4 When work is being performed on Owner premises or in areas of existing Owner premises, Supplier, its employees, subvendors and agents, shall adhere to, comply with and enforce all rules, regulations, requirements and conditions of Owner pertaining to drugs and safety (including without limitation any site-specific rules, regulations, requirements, and conditions) and any revisions pertaining thereto for which Supplier has been provided notice prior to or during any phase of the work. Noncompliance with Owner rules, regulations, requirements or conditions set forth herein shall be a material breach of this Contract entitling Owner to immediately terminate this Contract any and all Purchase Orders.

27.5 Supplier acknowledges and agrees that Supplier shall be solely responsible for communicating to its employees, subvendors and agents that adherence to Owner rules, regulations, requirements and conditions (particularly those pertaining to safety), is a condition to such employee, subvendor, or agent providing work to Owner and being present on Owner premises.

27.6 Supplier shall promptly furnish to Owner reports of any accident or near miss involving persons or property associated with the work. A "near miss" is any incident that could have caused serious injury or significant property damage.

27.7 To ensure the safety of all personnel working on Owner premises, Owner may from time to time test the ability of the employees, agents and invitees of Supplier

and its subvendors to interpret and react to safety related signs or information (including without limitation Owner's voice alarm system and any safety lights, horns, sirens and whistles related thereto).

SECTION 28 BUSINESS PRINCIPLES AND ANTI-BRIBERY / CORRUPTION

28.1 Business Principles

28.1.1 Supplier acknowledges that it has actual knowledge of: (i) the Motiva General Business Principles, at <https://motiva.com/>, and Motiva's Supplier Principles, at <https://motiva.com/Suppliers/Supplier-Resources> ; (ii) Motiva's Helpline, at <https://secure.ethicspoint.com/domain/media/en/gui/48985/index.html>.

28.1.2 Supplier agrees that it will adhere to and notify of violations of the principles contained in the Motiva General Business Principles and Motiva Supplier Guiding Principles and Expectations in all its dealings with or on behalf of Owner, in connection with this Contract, Purchase Orders, and related matters.

28.2 Anti-Bribery and Corruption

28.2.1 Supplier represents that, in connection with this Contract and related matters: (i) it is knowledgeable about anti-bribery laws applicable to the performance of this Contract and Purchase Orders issued thereunder and will comply with those laws; (ii) Supplier has not made, offered, authorized, or accepted, and will not make, offer, authorize, or accept, any payment, gift, promise, or other advantage, whether directly or through any other person, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would: (A) comprise a facilitation payment; or (B) violate the relevant anti-bribery laws.

28.2.2 Supplier will immediately notify Owner if Supplier receives or becomes aware of any request from a government official or any other person that is prohibited by the preceding paragraph.

28.2.3 Supplier will maintain adequate internal controls and procedures to ensure compliance with anti-bribery laws, including the ability to demonstrate compliance through adequate and accurate recording of transactions in its books and records.

28.2.4 Owner will have the right to confirm compliance with anti-bribery laws and record keeping by audit. Supplier will keep books and records available for five years following termination of the applicable Purchase Order.

28.2.5 Supplier will indemnify Owner for any liabilities arising out of Supplier's breach of anti-bribery laws or any related undertakings under this Contract.

SECTION 29 CLAIMS

29.1 Subject to the provisions of Section 5, Supplier shall give Owner written notice within ten (10) working days after any event which Supplier believes may give rise to a claim by Supplier for an increase in the Purchase Order Price or in the scheduled time for performance.

29.2 Within ten (10) working days after the occurrence of such event, Supplier shall provide Owner with a statement supporting Supplier's claim, which statement shall include Supplier's detailed estimate of the proposed change in Purchase Order Price and scheduled time occasioned thereby. Owner shall not be liable for, and Supplier hereby waives any claim or potential claim of Supplier, which Supplier knew or should have known and which was not reported by Supplier in accordance with the provisions of this Section 29. Supplier agrees to continue performance of the Work during the time any claim of Supplier hereunder is pending.

29.3 Any adjustments in the Purchase Order Price, or scheduled time for Supplier's claim, shall not be binding on Owner, unless expressly agreed to in writing by Owner. Any such adjustments in the Purchase Order Price so agreed to in writing shall be paid to Supplier by Owner in accordance with Section 3. No claim hereunder by Supplier shall be allowed if asserted after final payment under a Purchase Order.

SECTION 30 DISPUTE RESOLUTION

30.1 The Parties shall attempt to promptly resolve any claims, disputes, issues, and other controversies arising out of or relating to this Contract or a Purchase Order by good faith negotiations, first, during the normal course of business on the Project. To that end, the Parties agree to stay all proceedings, including enforcement of lien actions, pending the outcome of the dispute resolution process set out in this Section 30. All negotiations pursuant to this Section 30 are deemed to be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

30.2 Either Party may give the other Party notice of any claims, disputes, issues, and other controversies which have not been resolved during the normal course of business, hereinafter collectively, "Dispute(s)".

30.3 If a Dispute cannot be resolved informally within fifteen (15) calendar days after receipt of a Notice of Dispute, either Party may give written notice to the other Party requesting that a representative of Owner's senior management and a representative of Supplier's senior management (together the "Project Senior Management Committee") meet in attempt to negotiate a resolution to the Dispute. The Project Senior Management Committee shall have full authority to resolve the Dispute. Such notice shall include: (a) a statement of that Party's position and a summary of arguments supporting such position; and (b) the name and title of the executive who will be representing that Party and of any other person who will accompany the executive. Within ten (10) calendar days after receipt of the request for referral to senior management, the receiving Party shall respond with: (a) a

statement of that Party's position and a summary of arguments supporting such position; and (b) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within fifteen (15) calendar days after receipt of the request for referral to senior management shall meet at an agreed time and place and thereafter as often as the committee deems reasonably necessary to exchange relevant information and to attempt to resolve the Dispute.

30.4 Any controversy, dispute or claim arising out of, connected to or related to this Contract or any Purchase Order, including but not limited to controversies, disputes, or claims as to the execution, validity, scope, making, interpretation, enforceability performance, breach or termination of this Contract or a Purchase Order, shall be submitted to binding arbitration in Houston, Texas and settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration rules. The proceedings shall be in English and each Party shall bear its own cost of translations where necessary. The Parties acknowledge that this agreement to arbitrate has been entered into with the assistance of counsel of each Party's choice and without any fraud, duress, or undue influence.

30.5 Arbitration may be initiated upon either Party's written demand made thirty (30) calendar days after a written demand for arbitration. Such request shall state the identities of the parties and the nature of the controversy, dispute, or claim and the relief sought. The arbitration shall be before three arbitrators. One nominated by the claimant in its request for arbitration; one nominated by the respondent within fifteen (15) calendar days of the request for arbitration and the third nominated by the two so chosen within fifteen (15) calendar days of the respondent's nomination. If a Party does not name an arbitrator or the two so nominated cannot agree on a third, the nomination will be made by the first two (2) arbitrators within thirty (30) days after the appointment of the second party-appointed arbitrator. Arbitration must be initiated within one (1) calendar year after the accrual of the dispute controversy or claim upon which the demand is based. Failure to initiate arbitration within one (1) calendar year shall bar the controversy, dispute, or claim from arbitration or litigation.

30.6 Unless the arbitrators, upon a showing of good cause, rule otherwise, a claim of confidentiality of any answer or document will be honored and such information will not be disclosed to third parties or used for any purpose outside the arbitration without the consent of the Party claiming the privilege.

30.7 The arbitrators shall render a reasoned award, in writing, within thirty (30) calendar days of the last arbitration hearing; such award may include cost and attorney's fees to the prevailing party. The arbitrators shall determine all issues within the scope of this arbitration provision, including, but not limited to the making, validity, scope, interpretation, or enforceability of the agreement or the authority or capacity of the persons signing the agreement and the jurisdiction of the arbitrators. The arbitrators are empowered to award compensatory damages, but may not award consequential damages such as lost profits or moral, exemplary, or punitive damages.

30.8 The final and any interim award of the arbitrators may be made a judgment of any court having jurisdiction over the Parties or of any jurisdiction where

any of the Parties have real or personal property and each Party consents to jurisdiction in such venues and to service of process by regular mail or commercial courier.

30.9 Performance of the underlying Purchase Order shall continue as required by the agreement pending rendition of the arbitrators' award.

SECTION 31 LEGAL AND MISCELLANEOUS

31.1 Supplier acknowledges that the timely performance of delivery of Equipment as specified in the applicable Purchase Order and provision of warranty Work is essential to Owner, and therefore TIME IS OF THE ESSENCE with respect to the performance of the Work.

31.2 Any questions concerning the interpretation and enforcement of this Contract or a Purchase Order will be governed by the domestic law of the State of Texas, without regard to the principles of the conflicts of laws.

31.3 The headings in this Contract are for convenience only and are not to be construed so as to affect the interpretation or enforcement of this Contract, a Purchase Order, or the intent of the Parties. The Contract and each Purchase Order will be construed without regard to which Party wrote it.

31.4 Supplier hereby provides Supplier's approval that Owner may novate this Contract or any Purchase Order to any Person jointly controlled by Owner and any co-venturers, to any Person who acquires an ownership interest in Owner or the Facilities, to any of Owner's other Contractors, or to an affiliate of Owner. Supplier shall expeditiously execute any document required to facilitate such novation of this Contract or a Purchase Order.

31.5 Where applicable, Supplier represents that: (1) it is a participant in good standing of the Customs - Trade Partnership Against Terrorism ("C-TPAT") as regulated by the Department of Homeland Security, U.S. Customs and Border Protection, or (2) it complies fully with the minimum standards and requirements to be a participant of C-TPAT, including, without limitation, those standards relating to supply chain and container security (and in particular, those standards related to container inspection, seals, and storage).

31.6 The terms and conditions of this Contract regarding audit rights, confidentiality, warranties, indemnity, liability incurred upon or prior to termination, and title and possession of work product, along with all other terms and conditions that, by their sense and context, are intended to survive the execution, delivery, performance, termination or expiration of this Contract, shall survive and continue in effect.

31.7 Any failure by Owner at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Contract or to exercise a right hereunder, shall not operate or be construed as a waiver of such terms, conditions or rights, and shall not affect or impair Owner's right at any time to enforce same.

31.8 Supplier shall not assign this Contract or any Purchase Order, in whole or in part, without the prior written consent of Owner. Supplier shall not assign any monies due, or to become due to Supplier hereunder, without the prior written consent of Owner. Any such assignment without the prior written consent of Owner shall be void and of no force and effect. This Contract shall inure to and be binding upon the respective successors and permitted assigns of the Parties hereto. Owner may assign this Contract or any Purchase Order to a third party with notice to Supplier.

31.9 Effective January 1, 2012, Supplier also certifies that it is in compliance with the California Transparency in Supply Chains Act of 2010, the UK Modern Slavery Act, and any other laws relating to the prevention and eradication of slavery and human trafficking in its supply chain.

31.10 This Contract may not be amended or modified in any manner except by a written agreement signed by both Parties that expressly amends this Contract. No employee, representative, or agent of Owner has any authority to bind Owner to any affirmative representation or modification concerning the Equipment or Services to be provided hereunder unless specifically included as a written amendment hereto and signed by an authorized purchasing representative of Owner.

31.11 Each Party agrees that a Purchase Order may be, but is not required to be, submitted electronically.

31.12 Unless otherwise specifically provided to the contrary herein, all notices and other communications provided for in this Contract or under a Purchase Order shall be in writing. Such notices and communications shall be deemed duly served and given when received after being delivered by hand or overnight delivery service, electronic mail to the address below, or on the third day after such notice or communication is sent by registered or certified mail (postage prepaid) and addressed as follows:

If to Supplier:

Attention:

Phone: () -

Email: () -

If to Owner:

Motiva Enterprises LLC

Attention:

Phone: () -

Email: () -



Each Party may change its address or any fax number at any time by giving written notice of such change to the other Party in the manner provided herein.

Additional terms proposed by either Party in acceptance or acknowledgment of a Purchase Order, or on invoices or other documents delivered to either Party, will not be binding unless accepted in writing by both Parties. Either Party's lack of objection to any additional terms, or the acceptance of Equipment shipped pursuant hereto, will not constitute nor be deemed an agreement by either Party to any proposed additional terms.