



CHEMAC INC GENERAL TERMS AND CONDITIONS FOR SALE OF PRODUCTS, PARTS AND SERVICES

CHEMAC INC GENERAL TERMS AND CONDITIONS FOR SALE OF PRODUCTS, PARTS AND SERVICES

NOTICE: Sale by Seller of any Parts, Products and/or Services is expressly conditioned on the Buyer's consent to these Terms and Conditions. Any additional or different terms proposed by Buyer are expressly objected to and will not be binding upon Seller unless specifically accepted to in writing by Seller's authorized representative. Any order for Parts, Products and/or Services, or any statement of intent to purchase Parts, Products and/or Services, or any direction to perform work followed by Seller's performance of work shall constitute assent to these Terms and Conditions.

1. DEFINITIONS

"Affiliate" means with respect to either party an entity, including without limitation, any individual corporation, company, partnership, limited liability company or group, that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with such party.

"Buyer" means the entity to which Seller is providing Products, Parts or Services under the Contract.

"Buyer Group" means Buyer, its Affiliates, and its and their co-interest owners, joint venturers, partners, co-lessees, and contractors and subcontractors of any tier (other than Seller and its Affiliates), and anyone with whom Buyer has entered into a sharing agreement, and the shareholders, officers, directors, employees, agents, consultants and servants of all of the foregoing.

"Buyer Taxes" means all taxes, duties, fees, or other charges of any nature (including, but not limited to, ad valorem consumption, excise, franchise, gross receipts, import, export, license, property, sales, stamp, storage, transfer, turnover, use, or value-added taxes, and any and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto), imposed by any governmental authority of any country due to the execution of this Agreement other than Seller Taxes.

"Claims" means all claims, damages, liabilities, losses, demands, liens, encumbrances, causes of action or any kind (including actions in rem or in personam, civil or criminal), fines, penalties, sanctions, obligations, costs, judgments, interest and awards, whether created by law, tort or otherwise, including without limitation reasonable attorney's fees and other costs of defense.

"Contract" means either the contract agreement signed by both Parties or the purchase order signed by Buyer and accepted by Seller in writing, for the sale or lease of Parts, Products and/or Services, together with these Terms and Conditions and any other documents incorporated therein by reference, such as relevant addenda under Article 15, the final quotation, the agreed scope(s) of work, any Seller's order acknowledgement, as well as any changes under Article 16.

"Contract Price" means the aggregate amount stated in the Contract, and any adjustments to the same.

"Hazardous Materials" means any chemical, substance, material or emission, including H₂S gas, that is or may be regulated, governed, listed or controlled pursuant to any international, national, federal, provincial, state or local statute, ordinance, order, directive, regulation, judicial decision or other legal requirement applicable to Site as a toxic substance, hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, pesticide, radioactive material, regulated substance or any similar classification, or any other chemical, substance, emission or material, including, without limitation, petroleum or petroleum-derived products or by-products, regulated, governed, listed or controlled or as to which liability is imposed on the basis of potential impact to safety, health or the environment pursuant to any legal authority of the United States ("U.S.") or the country of the Site.

"Parties" means collectively the Seller and the Buyer.

"Parts" means the spare parts, which Seller has identified in the Contract.

"Products" means all equipment, materials, supplies, products, and other goods (excluding Parts) supplied by Seller to Buyer under the Contract.

"Proposal" means the formal offer together with the technical specification and any mutually agreed amendments or modifications thereto which may be offered by Seller to Buyer, to which these Terms and Conditions for Sale are attached.

"Seller" means the entity which is part of the Chemac, Inc. Group, issuing the Proposal and signing the Contract, and its successors and permitted assigns.

"Seller Group" means Seller, its Affiliates, and its and their co-interest owners, joint venturers, partners, co-lessees, and contractors and subcontractors of any tier, and the shareholders, officers, directors, employees, agents, consultants and servants of all of the foregoing.

"Services" means all the services, including technical assistance, training, repairs, etc., to be provided by Seller under the Contract.

"Site" means the premises where Parts or Products are used or Services are performed, not including Seller's premises from which it performs remote Services.

"Seller Taxes" means any and all corporate and personal income taxes, imposed on Seller and its employees by the legislation of the country of incorporation of Seller and/or on performance of the work and related to the execution of the Contract. Seller Taxes do not include any tax imposed where the Services are rendered and/or Parts or Products will be installed, including withholding taxes, which taxes are levied on the scope of work performed outside of the country of incorporation of Seller.

"Terms and Conditions" means these Terms and Conditions for Sale of Products and Services.

2. PAYMENT

2.1 Except as otherwise provided in the Contract, payment shall be made within net 30 days of the date of Seller's invoice by Buyer in the currency specified in the Proposal, upon presentation of the specified documents without any setoff whatsoever (including, without limitation, setoff under other contracts with Seller or its affiliates).

2.2 In addition to other remedies under the Contract, Buyer shall pay interest to Seller, at the rate of one and one-half percent (1-1/2%) per month (or any fraction thereof), not to exceed the lesser of eighteen percent (18%) per annum or the maximum amount permitted by applicable law, on all amounts not timely paid in accordance with the Contract.

2.3 If Buyer does not correct such failure to pay in the manner and time satisfactory to Seller, then Seller may, at its option, terminate the Contract in respect to the portion of the Products not delivered and Services not yet performed. Except in the case of bankruptcy, Buyer shall pay Seller its reasonable and proper termination charges in the event of such termination.

2.4 If Buyer's financial condition at any time does not justify continuation of the work to be performed by Seller on the terms of payment set forth above, Seller may require full or partial payment in advance or shall be entitled to terminate the Contract. If Buyer becomes bankrupt or insolvent, or if any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy laws or any insolvency laws, Seller shall be entitled to terminate the Contract. Buyer shall pay Seller its reasonable and proper termination charges in the event of such termination.

2.5 All the payments due shall be made, in any case, on the appointed dates, even if the Products cannot be delivered for reasons not attributable to Buyer and/or in consequence of a cause of Force Majeure suffered by Buyer. The notice that the Products are ready for shipment will replace the shipping documents to all intents and purposes, including the beginning of the warranty period. It is understood and agreed that all the extra costs arising from the change in the dates stated in the Contract for the reasons mentioned above shall be borne by Buyer.

3. TAXES AND DUTIES

3.1 Seller shall be responsible for Seller Taxes and shall pay Seller Taxes in accordance with local law to the applicable government authority.

3.2 If Buyer deducts or withholds Seller Taxes from the Contract Price, for each deducted or withheld amount of Seller Taxes, Buyer shall provide Seller, within one (1) month from payment, with the official receipt issued by the appropriate governmental authority to which the Seller Taxes have been paid. Buyer shall be responsible for, and shall pay directly when due and payable, any and all Buyer Taxes, and all payments due and payable by Buyer to Seller under this Contract shall be grossed-up for withholding tax and made in the full amount of the Contract Price except as may be prohibited by local law.

3.3 If Buyer does not comply with the legislation of the country where the Services are rendered and/or Parts or Products delivered, Buyer will indemnify Seller for any cost, risk and responsibility including, but not limited to, fees, taxes, duties, charges, penalties, legal expenses, and interest which Seller might suffer as a result of Buyer's breach in compliance.

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3.4 If the law of the country where the Services are rendered and/or Parts or Products delivered, or the law of the country of incorporation of Buyer, requires the Contract to be subject to stamp duty, fee, or registration with any local authority, Buyer will be responsible of the required formalities and bear the related costs. Buyer shall return to Seller a copy of the registration certificate or a registered copy of the Contract within ten (10) days from the due date provided by the above-mentioned laws to apply for the fee, duty or registration.

3.5 If Buyer benefits from any tax, fee or duty exemption applicable to the Seller and its sub-contractors, Buyer agrees to provide Seller, without charge, before the execution of the contract with documentation acceptable to the taxing or customs authorities supporting the tax, fee or duty exemption and with instructions for Seller and its sub-contractors about the procedure to apply for the exemption.

3.6 Should the Seller be refused to have the right to apply for the tax, fee or duty exemption, or should the Buyer not send the Seller such documentation, the Seller shall invoice and the Buyer shall pay unconditionally the applicable tax, fee or duty.

3.7 Buyer will promptly inform Seller about the revocation, expiry or any other change to the mentioned exemption by means of written communication sent to the Seller. If such communication is late or does not occur, the Buyer will compensate the Seller for any tax, duty, fee and fine, penalties, interest and court or administrative costs assessed against or incurred by Seller.

3.8 The Contract Price does not include any tax, duty, fee, or charge, including but not limited to VAT, GST and other sales, turnover, consumption or service taxes, or corporate income tax levied by any governmental authority other than the Seller's country of incorporation. Therefore if any of such taxes are applied, they will be added to the Contract Price.

4. DELIVERY, TITLE TRANSFER, RISK OF LOSS, STORAGE

4.1 Seller agrees to deliver Products and Parts to Buyer Ex Works (INCOTERMS 2010)(Seller's manufacturing facility) unless otherwise agreed in writing for an order. Title and risk of loss to products shall pass to Buyer when available for shipment from Seller's manufacturing facility.

4.2 In case Buyer takes care of shipment of goods inside the European Union territory but outside Seller's country of incorporation, Buyer must give evidence of shipment returning to Seller within ten (10) days from the delivery term any appropriate document able to demonstrate goods have been transported and delivered to the customer in the EU country of destination. If Buyer fails to provide the required documents within the time specified, Seller shall invoice Buyer the applicable value added tax (VAT), fines, interests and penalties.

4.3 If any Products to be delivered under this Contract or if any Buyer equipment repaired at Seller's facilities cannot be shipped to or received by Buyer when ready due to any cause not attributable to Seller or its other contractors, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due; (iii) all expenses and charges incurred by Seller related to the storage shall be payable by Buyer upon submission of Seller's invoices; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery.

4.4 If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer shall be responsible for, and shall retain risk of loss of, such equipment at all times, except that Seller shall be responsible for damage to the equipment while at Seller's facility to the extent such damage is caused by Seller's negligence.

5. EXCUSABLE DELAYS

5.1 Seller shall not be liable or be considered to be in breach or default of its obligations under the Contract to the extent that performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond its reasonable control, including, but not limited to, (i) acts of God, acts (or omissions) of governmental authorities, fires, severe weather conditions, earthquakes, strikes or other labor disturbances, floods, risk of kidnapping, war (declared or undeclared), armed conflict, acts or threats of terrorism, epidemics, civil unrest, riot, delays in transportation, or car shortages; or (ii) acts (or omissions) of Buyer or Buyer's suppliers or agents, including failure to promptly: (a) provide Seller with information and approvals necessary to permit Seller to proceed with work immediately and without interruption, (b)

comply with the terms of payment, or (c) provide Seller with such evidence as Seller may request that any export or import license or permit has been issued (if such is the responsibility of the Buyer), or (iii) shipment to storage under Article 54 or (iv) inability on account of causes beyond the reasonable control of Seller to obtain necessary materials, necessary components or services. Seller shall notify Buyer in the event of any such delay. The delivery or of performance date shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of such delay. Seller shall notify Buyer, as soon as practicable, of the revised delivery date. If Seller is delayed by acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall also be entitled to an equitable price adjustment.

5.2 If delay excused by this Article extends for more than ninety (90) days and the Parties have not agreed upon a revised basis for continuing the work at the end of the delay, including an equitable price adjustment, then either Party (except where delay is caused by acts or omissions of a Party, in which event only the Party not committing the acts or omissions), upon thirty (30) days written notice, may terminate the Contract with respect to the unexecuted portion of the work, whereupon Buyer shall promptly pay Seller its termination charges determined in accordance with Seller's standard accounting practices upon submission of Seller's invoices therefore.

6. COMPLIANCE WITH LAWS, CODES AND STANDARDS

6.1 The Contract Price is based on Seller's design, manufacture, testing and delivery of the Parts, Products and Services pursuant to (i) its design criteria, manufacturing processes and procedures and quality assurance program, (ii) those portions of industry specifications, codes and standards in effect as of the date of Seller's Proposal to Buyer which Seller has deemed applicable to the Products, (iii) the United States Federal, State and local laws, the local laws of the country of manufacturing of the Products or Parts or of the place of incorporation of Seller and any regulations or rules in effect on the date of Seller's Proposal to Buyer and (iv) any other specifications agreed upon in writing by Seller and Buyer.

6.2 The Contract Price, performance evaluation criteria, performance dates and Delivery will be equitably adjusted to reflect additional costs or delays incurred by Seller resulting from (i) a change in applicable laws, rules, standards and regulations described in Article 6.1(ii), Article 6.1(iii) or Article 6.1(iv) after the date of Seller's proposal to Buyer which affect the Parts, Products and/or Services and (ii) changes required to comply with regulatory or industrial requirements in the country where the Products and Parts will be installed or the Services will be rendered. Buyer shall advise Seller of requirements affecting the Parts, Products and/or Services resulting from the applicability of any laws, rules or regulations in the location where the Products or Parts will be installed or the Services will be rendered.

6.3 Buyer agrees not to re-export United States origin goods supplied by Seller contrary to the export control laws of the United States and European Union, as may be amended.

6.4 In the event of any change in law, regulation, rule or otherwise, at any time after Seller's proposal or the effective date of this Agreement which prevent Seller from executing its obligations under the Contract without breaching applicable United States and/or European Union laws, regulations, rules or otherwise, Seller shall have the right to withdraw its proposal or terminate the Contract without any liability.

6.5 Notwithstanding any other provisions herein, Buyer shall be responsible for timely obtaining of any required authorization, such as an export license, import license, foreign exchange permit, work permit or any other governmental authorization, even though any such authorization may be applied for by Seller. Buyer and Seller shall provide each other reasonable assistance in obtaining required authorizations. Seller shall not be liable if any authorization is delayed, denied, revoked, restricted or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller for the work.

6.6 Seller acknowledges that, in connection with the performance of this Contract, the import and customs laws and regulations of the country in which Seller's facility is located apply to the furnishing and shipment of the Parts, Products, materials and any components thereof.

7. WARRANTY

7.1 Subject to the limitations hereafter set forth, Seller warrants the Parts, Products and Services sold by it to be free from defects in workmanship or material for: (a) twelve (12) months from the date of installation or first use, or eighteen (18) months from the date of shipment from Seller's factory, whichever occurs first, in the case of Products and Parts, or (b) twelve (12)



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months from the completion of the performance of Services in the case of Services (the "Warranty Period"). Seller's obligation under this warranty for any Parts, Products or Services found by Seller to be defective in workmanship or material is limited to, at Seller's option, repairing or replacing such Products or Parts (by making available necessary replacement Parts or components at the original delivery point and Seller shall reimburse Buyer for any reasonable and evidenced transportation costs), or re-performing such Services, or refunding the amount which Seller received from Buyer for such Parts, Products or Services.

7.2 Notwithstanding anything to the contrary herein, Seller does not warrant that its Parts, Products or Services meet the requirements of any safety code of any state, municipality or other jurisdiction or that they will perform as anticipated or desired by Buyer and Buyer assumes all risk and liability whatsoever resulting from the use thereof, whether used singly or in combination with other machines, apparatus, or equipment. Parts, Products and Services shall be subject to Seller's stated manufacture variations. All tables published by Seller are based upon information believed reliable; however, Seller does not guarantee accuracy of same. All measurements and weights set forth in such tables are subject to reasonable tolerance variations.

7.3 Seller does not warrant the Parts, Products, or any repaired or replacement Parts or Services against normal wear and tear including that due to environment or operation, including excessive operation at peak capability or peak pressure. Seller shall not be responsible for retrieving or removing defective items or any part thereof (whether manufactured by Seller or not), or for reinstalling the same when repaired or replaced, or for any cost incurred in connection with such retrieval, removal or reinstallation. The warranties set forth herein shall not apply if the Product, Part or Service has been subject to misuse, negligence or accident, modification, heating, machining, bending, welding, or alteration of any kind, or has been operated under conditions more severe than, or otherwise exceeding, those set forth in the specifications for the Product, Part or Service. The warranties and remedies set forth herein are further conditioned upon (i) the proper storage, installation, operation, and maintenance of the Parts, Products and conformance with the operation instruction and installation manuals (including revisions thereto) provided by Seller and/or its subcontractors, as applicable and (ii) repair or modification pursuant to Seller's instructions or approval. With respect to any tubular goods acquired from Seller by Buyer, Buyer agrees to handle such goods in accordance with API Publication RP 5C1, Care and Use of Casing and Tubing, including without limitation § 6.3 thereof, Storage, and with good industry practice, and to defend, indemnify and hold harmless Seller from any loss, cost or damage resulting from Buyer's failure to perform its obligations under this Article 7. This warranty does not extend to Seller Products used with components which are not manufactured or approved by Seller. Further, Seller does not warrant any equipment or services of others designated by Buyer where such equipment or services are not normally supplied by Seller.

7.4 THE PRECEDING PARAGRAPHS OF THIS ARTICLE 7 SET FORTH THE EXCLUSIVE REMEDIES FOR ALL CLAIMS BASED ON FAILURE OF OR DEFECT IN THE PARTS, PRODUCTS OR SERVICES PROVIDED UNDER THE CONTRACT, WHETHER THE FAILURE OR DEFECT ARISES BEFORE OR DURING THE WARRANTY PERIOD AND WHETHER A CLAIM, HOWEVER INSTITUTED, IS BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT/EXTRA CONTRACTUAL LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND GUARANTEES WHETHER WRITTEN, ORAL, IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY PERSONAL PROPERTY, OR STATUTORY. BUYER ACKNOWLEDGES THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY SELLER SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, THAT BUYER IS NOT RELYING ON SELLER'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

8. INTELLECTUAL PROPERTY

8.1 Seller agrees to indemnify and hold harmless Buyer from any rightful claim of any third party that the Products or any Part manufactured by Seller and

furnished hereunder infringes any patent of the United States or national patent resulting from the grant by the European Patent Office upon termination of any opposition procedure, provided that: (a) Buyer promptly notifies Seller in writing of any such Claim; (b) Buyer makes no admission of liability and does not take any position adverse to Seller regarding such claim and gives Seller sole authority, at Seller's expense, to direct and control all defense, settlement and compromise negotiations; and (c) Buyer provides Seller with full disclosure and assistance that may be reasonably required to defend any such claim.

8.2 Seller shall have no obligation or liability with respect to any claim based upon: (a) any Products, Parts or Services that have been altered, modified, or revised; (b) the combination, operation, or use of any Products, Parts or Services with other products or services when such combination is part of any allegedly infringing subject matter; (c) failure of Buyer to implement any update provided by Seller that would have prevented the claim; (d) unauthorized use of Products, Parts or Services, including, without limitation, a breach of the provisions of the Contract; or (e) Products, Parts or Services made or performed to Buyer's specifications.

8.3 Should any Product, Parts or Service, or any portion thereof, become the subject of a claim, Seller may at its option (a) procure for Buyer the right to continue using the Product, Part or Service, or portion thereof, (b) modify or replace it in whole or in part to make it non-infringing, or (c) failing (a) or (b), take back Products, Parts or Services and refund any fees received by Seller attributable to the infringing Product, Part or Service.

8.4 The foregoing states Seller's entire liability for indemnifications for intellectual property rights infringement, for Products, Parts and Services. Buyer waives any moral rights.

8.5 Notwithstanding the foregoing, with respect to any Products, Parts or Services, or portions thereof, which are not manufactured/developed by Seller, only the indemnity of the manufacturer/developer, if any, shall apply.

8.6 Each Party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All intellectual property conceived, created, or provided by Seller, whether alone or with any contribution from Buyer or its personnel, shall be owned exclusively by Seller. For example, Seller shall own exclusively all rights in ideas, inventions, works of authorship including derivative works, strategies, plans, data, and other intellectual property created in or resulting from the Contract, including but not limited to all patent rights, copyrights, moral rights, rights in proprietary information, database rights, trademark rights and other intellectual property rights. To the extent that Buyer may acquire any right or interest therein, Buyer irrevocably assigns all such right and interest exclusively to Seller and agrees to execute assignments and other documentation as necessary to achieve that result. Nothing in this Contract shall be deemed to grant a license directly or by implication, estoppel, or otherwise, to any such intellectual property, although the Parties may provide for such a license in a separate written agreement.

9. INDEMNITY, LIMITATION OF LIABILITY AND INSURANCE

9.1 Mutual Indemnity for Personal, Death and Property Damage.

(a) Buyer assumes sole responsibility for and shall defend, indemnify and hold Seller Group harmless from and against any and all Claims for personal injury, illness, death and property damage and loss (whether real or personal, owned or leased) suffered by any of the Buyer Group arising out of or resulting from the performance of this Agreement, **REGARDLESS OF WHETHER CAUSED BY THE NEGLIGENCE, IN ANY FORM, OR FAULT, OR STRICT LIABILITY OR ABSOLUTE LIABILITY OF ANY MEMBER OF SELLER GROUP, OR ANY OTHER PERSON, NATURAL OR OTHERWISE AND/OR THE UNSEAWORTHINESS OF ANY VESSEL, ANY DEFECT IN ANY PREMISES OR VESSEL WHETHER PRE-EXISTING THIS CONTRACT OR NOT AND WHETHER SUCH DAMAGES, LOSSES, LIABILITIES, CLAIMS OR DEMANDS ARISE FROM TORT/EXTRA CONTRACTUAL, CONTRACT, QUASI-CONTRACT OR OTHERWISE.**

(b) Seller assumes sole responsibility for and shall defend, indemnify and hold Buyer Group harmless from and against any and all Claims for personal injury, illness, death and property damage and loss (whether real or personal, owned or leased) suffered by any of the Seller Group arising out of or resulting from the performance of this Agreement, **REGARDLESS OF WHETHER CAUSED BY THE NEGLIGENCE, IN ANY FORM, OR FAULT, OR STRICT LIABILITY OR ABSOLUTE LIABILITY OF ANY MEMBER OF BUYER GROUP, OR ANY OTHER PERSON, NATURAL OR OTHERWISE AND/OR THE UNSEAWORTHINESS OF ANY VESSEL, ANY DEFECT IN ANY PREMISES OR VESSEL WHETHER PRE-**

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EXISTING THIS CONTRACT OR NOT AND WHETHER SUCH DAMAGES, LOSSES, LIABILITIES, CLAIMS OR DEMANDS ARISE FROM TORT/EXTRACONTRACTUAL, CONTRACT, QUASI-CONTRACT OR OTHERWISE.

Property that has been rented to or consigned to Buyer and is not being operated or maintained by Seller Group shall be considered property of Buyer for the purposes of Article 9.

9.2 Indemnity for Third Parties. Seller hereby agrees to indemnify and hold harmless Buyer from any physical damage to property of third parties or injury to persons, including death, to the extent resulting directly from the negligence of Seller or its officers, servants, agents, employees, and/or assigns while engaged in activities under this Contract. Buyer shall likewise indemnify and hold harmless Seller from any physical damage to property of third parties or injury to persons, including death, to the extent resulting directly from the negligence of Buyer, its officers, servants, agents, employees, and/or assigns, while engaged in activities relating to this Contract. In the event such damage or injury is caused by the joint or concurrent negligence of Seller and Buyer, the loss shall be borne by each party in proportion to its negligence. For purposes of Seller's indemnity responsibility under this Article 9.2, no portion of the Buyer's equipment, facility or the Site is considered third party property.

9.3 Limitation of Liability. Excepting the indemnity obligations of the Seller in Art 9.1 (b), the total liability of Seller Group for all claims of any kind, whether in contract, warranty, indemnity, tort/extrac contractual liability (including negligence), strict liability, or otherwise, arising out of or relating to the performance or breach of the Contract or use of any Part, Product or Service shall not exceed the Contract Price. All liability of Seller Group under this Contract shall terminate upon expiration of the Warranty Period as defined in the Contract or any agreed extension thereof.

9.4 Consequential, Special Damages and Loss Profits.

NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY CONTAINED IN THIS CONTRACT, AND IN NO EVENT WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR OTHERWISE, EXCEPT TO THE EXTENT OF ANY LIQUIDATED DAMAGES AND/OR PRE-DETERMINED TERMINATION FEES PROVIDED FOR IN THIS CONTRACT:

(a) SELLER SHALL NOT BE LIABLE FOR, AND BUYER SHALL SAVE, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER GROUP FROM, THE CONSEQUENTIAL LOSS OF BUYER GROUP, AND

(b) BUYER SHALL NOT BE LIABLE FOR, AND SELLER SHALL SAVE, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS BUYER GROUP FROM, THE CONSEQUENTIAL LOSS OF SELLER GROUP.

For the purposes of this Article, the term "Consequential Loss" shall mean;

(i) Consequential or indirect loss of any type under law of this Contract; and
(ii) Unless specifically provided for as an indemnity obligation of a Party under this Article 9, loss and/or deferral of production, loss of product, loss of use, exclusion and loss of revenue, profit or anticipated profit (if any), cost of capital, overhead, cost of substitute Goods or Services, downtime costs, increased cost of working, loss of contract or business interruption, facility, vessel or rig downtime, costs relating to cleanup, removal, release or threatened release, remediation, or disposal of or any response to any hazardous material, or claims of Buyer's customers for any of the foregoing, special, incidental, exemplary, punitive, speculative or indirect loss of any type, no matter how characterized.

In each case whether direct or indirect, to the extent that these are not included in this sub-Article 9.4 and whether or not foreseeable at the date of Seller commencing the performance of this Contract.

9.5 If Buyer is furnishing Seller's Parts, Products or Services to a third party by contract or using Seller's Parts, Products or Services at a facility owned by a third party, Buyer shall obtain from such third party a provision affording Seller Group the protection of this Article and shall, in any event, indemnify and hold Seller Group harmless for and against any liability arising out of claims made by the third party in excess of the limitations and exclusions provided in this Contract.

9.6 IF SELLER FURNISHES BUYER WITH ADVICE OR ACTIVITIES CONCERNING ANY PARTS, PRODUCTS OR SERVICES WHICH IS NOT REQUIRED PURSUANT TO THE CONTRACT SPECIFICATION, THE FURNISHING OF SUCH ADVICE OR ACTIVITIES WILL NOT SUBJECT SELLER GROUP TO ANY LIABILITY, WHETHER IN CONTRACT,

WARRANTY, INDEMNITY, TORT/EXTRA-CONTRACTUAL LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

9.7 The provisions of this Article shall prevail over any conflicting or inconsistent provisions contained in any of the documents comprising this Contract.

9.8 The indemnification provided hereunder shall be effective to the maximum extent permitted by applicable law. The parties agree that in the event any law is enacted in any state, the laws of which are applied to this Contract that limits in any way the extent to which indemnification may be provided to an indemnitee, then this Contract shall automatically be amended to provide that the indemnification provided hereunder shall extend to the maximum extent permitted by applicable law.

9.9 Insurance.

(a) Buyer and Seller each agree that the indemnity obligations in this Article 9 shall be supported by insurance or qualified self-insurance maintained by Buyer and Seller, respectively as set forth in this Contract. Buyer and Seller agree to procure and maintain during the term of this Contract, at their sole expense, from insurers licensed in the jurisdiction where the work is to be performed and maintaining a minimum rating of AM Best's A- IX or S&P A, policies of insurance, as follows:

i) Workers Compensation insurance, including coverage for United States Longshoreman and Harbor Workers and Jones Acts, with statutory limits. Each party, and their insurer(s), agrees to Waive Right of Subrogation against Buyer Group and Seller Group, respectively, and to issue a policy endorsement evidencing such waiver.

ii) Marine, to the extent applicable, and Non-Marine Employers Liability insurance with a minimum limit of US\$1MM per injury or disease. Each Party, and their insurer(s), agrees to Waive Right of Subrogation against Buyer Group and Seller Group, respectively, and to issue a policy endorsement evidencing such waiver.

iii) Commercial General Liability including Product and Completed Operations Liability insurance, written on an occurrence-basis, with contractual and cross-liability coverage, worldwide coverage territory, and Sudden and Accidental Pollution Liability with a limit of \$1MM per occurrence. Each Party, and their insurers, shall name the other Party as Additional Insured for their independent acts, solely to the extent of the indemnity provided in this Article 9, and shall issue a policy endorsement evidencing such coverage. Coverage provided by each Party shall apply on a primary and non-contributory basis. Each Party, and their insurer(s), agrees to Waive Right of Subrogation against Buyer Group and Seller Group, respectively, and to issue a policy endorsement evidencing such waiver.

iv) Protection & Indemnity insurance, to the extent applicable, written on an occurrence-basis, with contractual and cross-liability coverage, worldwide coverage territory, and Sudden and Accidental Pollution Liability with a limit of \$1MM per occurrence. Each Party, and their insurers, shall name the other Party as Additional Insured for their independent acts, solely to the extent of the indemnity provided in this Article 9, and shall issue a policy endorsement evidencing such coverage. Coverage provided by each Party shall apply on a primary and non-contributory basis. Each Party, and their insurer(s), agrees to Waive Right of Subrogation against Buyer Group and Seller Group, respectively, and to issue a policy endorsement evidencing such waiver.

v) Excess Liability in the amount of \$100MM per occurrence and in the annual aggregate. Coverage shall attach directly excess of Article 9.9(a)(ii), (iii) and (iv) above and "follow form" of the underlying coverage terms and conditions. Coverage shall be written on an occurrence basis with contractual and cross liability coverage and worldwide coverage territory. Each Party, and their insurers, shall name the other Party as Additional Insured for their independent acts, solely to the extent of the indemnity provided in (section and agreement reference), and to issue a policy endorsement evidencing such coverage.

Coverage provided by each Party shall apply on a primary and non-contributory basis. Each Party, and their insurer(s), agrees to Waive Right of Subrogation against Buyer Group and Seller Group, respectively, and to issue a policy endorsement evidencing such waiver.

vi) Property Damage and Business Interruption insurance on property utilized under the scope of this Agreement, including, as applicable, hull, rig, machinery and equipment, on an All-Risk and Replacement Cost basis without application of co-insurance. Each Party, and their insurer(s), agrees to Waive Right of Subrogation against Buyer Group and Seller Group, respectively, and to issue a policy endorsement evidencing such waiver.

(b) Any policy deductibles, self-insured retentions, or premium obligations remain the responsibility of the policy holder and not the Additional Insured.



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(c) Each Party shall cause their insurers to issue, before the date of this Contract, certificates of insurance and policy endorsements evidencing the required coverage are in force, and providing that not less than thirty (30) days written notice shall be given to the other prior to cancellation or non-renewal.

(d) Each Party shall require all of its sub-contractors to maintain insurance as outlined in Article 9.9(a)(i) thru (vi).

(e) Notwithstanding anything to the contrary herein, with respect to all non-maritime work performed in Louisiana, or offshore Louisiana, each Party (on behalf of it the Seller Group or Buyer Group, respectively) shall pay to the other Party's insurers (or their agents or representatives) the premium required by their insurers for extending all of such other Party's insurance policies to protect such Party and the Seller Group or Buyer Group, respectively, as described herein (but only to the extent of the risks and liabilities expressly assumed by such Party under this Contract), and such insurance protection shall be governed by Louisiana law. Each Party will arrange to have the other Party billed for that premium by such Party's insurers (or their agents or representatives), and will advise the other Party prior to execution of this Contract if such premium will be in excess of \$500. At each subsequent renewal of a Party's insurance, such party will advise the other with respect to the premium required for such extensions and arrange to have such other party billed for the appropriate premium by their insurers (or their agents or representatives). Each Party warrants to the other that such amounts constitute the full costs of extending such insurance protection to such other party and the remainder of the Seller Group or Buyer Group, respectively.

10. DISPUTE RESOLUTION

10.1 If Buyer's place of business is in the U.S., any dispute arising out of or in connection with the contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Commercial Arbitration Rules of the American Arbitration Association in place as of the date of these General Terms and Conditions, which Rules are deemed to be incorporated by reference into this clause/article. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Houston, Texas.

10.2. If the Buyer's pertinent place of business is outside the U.S. the dispute shall be submitted to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce ("ICC"). The number of arbitrators shall be one, selected in accordance with the ICC rules, unless the amount in dispute exceeds the equivalent of U.S. \$5,000,000, in which event it shall be three. When three arbitrators are involved, each party shall appoint one arbitrator, and those two shall appoint the third within thirty (30) days, who shall be the Chairman. The seat, or legal place, of arbitration, shall be Frankfurt, Germany.

10.3 The language to be used in the arbitral proceedings shall be English. Any award rendered pursuant to arbitration hereunder shall be final and binding upon the Parties as from the date rendered, and shall be the sole and exclusive remedy between the Parties regarding any claims, counterclaims, issues or accounting presented in the arbitration proceeding. Judgment upon any award may be entered in any court having jurisdiction thereof.

11. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of (i) the State of Texas if Buyer's place of business is in the U.S. or (ii) Germany if the Buyer's place of business is outside the U.S., in either case without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction (the "Governing Law").

12. HEALTH AND SAFETY MATTERS

12.1 General Requirements. At all times Buyer shall take all necessary and legally required actions for the health and safety of Seller's personnel at Buyer's Site. This includes, but is not limited

to, instruction of Buyer's safety practices, proper and safe handling of Hazardous Materials, protection of Seller's personnel from exposure thereto, energization / de-energization of all power systems (electrical, mechanical and hydraulic) using a safe and effective lock-out tag procedure, communication of information necessary for Seller's personnel to work in a safe and legally compliant manner while present at Buyer's Site, including supplying relevant material safety data sheets (MSDS), job hazard analyses, and industrial hygiene monitoring results, where appropriate, and conducting periodic safety meetings during construction and start-up. Seller may at any time conduct safety audits to insure safe conditions exist. Neither the conduct or non-conduct of safety audits nor the making of any recommendation by Seller shall relieve Buyer of the responsibility to provide a safe place to work. Buyer shall provide Sellers copies of any applicable safety policies, work instructions, rules, procedures or practices in advance of the commencement of work at Buyer's Site.

12.2 Medical Treatment and Transport from Buyer Controlled or Offshore Site. If Seller personnel require first response medical attention while at Buyer's Site or working offshore, Buyer shall provide appropriate medical care consistent with international industry standards, including medical transport, where necessary, for emergency or urgent medical examination or treatment to a suitable medical services provider. For offshore work, Buyer shall be responsible for the medical evacuation of Seller's personnel from the offshore Site or installation to the departure point on the mainland or Buyer's designated medical services, provided, hospital or health care center. Buyer's provision for the medical evacuation of Seller's personnel shall cease upon their arrival at the designated medical services provider, hospital or health care center. In the interests of clarity and for the avoidance of all doubt, the Seller shall be solely responsible for arranging any and all medical examinations and/or treatment and/or any further medical evacuation to other healthcare facilities on the mainland or overseas and/or any subsequent repatriation of Seller personnel back to their point of origin. Buyer shall have in place during the term of this Contract suitable arrangement with a bona fide person to carry out such medical emergency evacuation. Notwithstanding the foregoing, the Seller may, after prior consultation with the Buyer's representative, make its own arrangements to evacuate any Seller personnel from the departure point on the mainland (or other suitable onshore location) to another location for medical treatment. The Seller shall be reimbursed by the Buyer at documented cost.

12.3 Excusable Delay for Unsafe Conditions. If, in Seller's reasonable opinion, security, health or safety of personnel, or the safe performance of work is, or is apt to be, imperiled by security, health or safety concerns (including but not limited to inability to obtain adequate security protections), local conditions, war (declared or undeclared), armed conflict or threatened conflict, civil unrest, terroristic acts or threats, kidnapping risk, or threat to the safety or well-being of the Site, Seller may, in addition to other rights and remedies available to it, remove some or all of its personnel from the Site, suspend performances of all or any part of the Contract, and/or evacuate its personnel. In such event, Seller shall communicate its concerns to Buyer's representatives. In the event of an evacuation, Buyer shall provide said evacuation. Any delay that results from the foregoing shall be considered to be an Excusable Delay.

12.4 Maximum Working Hours. Seller's personnel shall not be required to work in excess of maximum time periods prescribed by applicable law.

12.5 Asbestos. While performing work at Buyer's Site, Seller's personnel shall not be required to handle any asbestos containing materials (ACM), abate asbestos in equipment, or work in the presence of ACM materials that pose a reasonable health risk. If



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such conditions are present, the provisions of Article 13.2 shall apply.

12.6 Personal Protective Equipment. Seller shall provide standard Personal Protection Equipment (PPE) for its employees in accordance with relevant legal requirements. Such equipment shall include safety glasses and goggles, safety shoes/boots, hardhat, hearing protection, work gloves, and high visibility anti-flame coveralls. Other PPE or safety equipment if determined necessary by Buyer or through risk assessment for the scope of work will be provided by Buyer. Buyer approved survival suits shall be provided by Buyer and worn by all personnel during helicopter flights to and from the offshore work when required.

12.7 Communication of Applicable Legal Requirements. If Seller's work at Buyer's Site is subject to local, state or national legal requirements that are not reasonably available or ascertainable, Buyer shall notify Seller in writing and furnish copies of such legal requirements it reasonably understands applies to the work.

12.8 Security. When Seller's personnel are performing services on Buyer's Site; Buyer shall take all necessary precautions for their security. Seller's personnel shall comply with Buyer's Site security requirements communicate to Seller.

13. DIFFERING SITE CONDITIONS; HAZARDOUS MATERIALS

13.1 Differing Site Conditions. Seller shall promptly and, if feasible, before such conditions are disturbed, notify Buyer in writing of unknown physical conditions at the Site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in the work of the character provided for in the Contract. Buyer shall promptly investigate the conditions. If it is determined that such conditions do materially differ and cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and time of performance shall be made and the Contract modified in writing accordingly.

13.2 Responding to Hazardous Materials and Conditions. If Seller encounters Hazardous Materials at the Site, which require special handling and/or disposal, Buyer shall immediately take whatever precautions are required to legally eliminate or minimize such hazardous conditions so that the work under the Contract may safely proceed, including but not limited to, providing specialized training, equipment and alarms, consistent with legal requirements and international industry. Seller shall provide personal monitoring alarms. If such Hazardous Material cause an increase in Seller's cost of or the time required for performance of any part of the services, an equitable adjustment shall be made in the contract price and time of performance.

13.3 Responsibility for Hazardous Materials. Buyer agrees to assume full responsibility and properly manage, transport and dispose in accordance with applicable legal requirements of all Hazardous Materials and packing produced or generated in the course of Seller's work at the Site.

13.4 Hazardous Materials Transportation. Buyer shall be responsible for the receipt and transportation of materials and equipment, including material subject to hazardous materials transportation regulatory requirements, between the Buyer's nominated supply base or such other location as mutually agreed between the Parties, and Buyer's Site. At the conclusion of the work performed by Seller's personnel, Buyer shall be responsible at its cost to manage and transport any surplus materials that would be considered Hazardous Materials under applicable requirements.

13.5 Decontamination of Equipment. Buyer shall assume responsibility for decontaminating any equipment of Hazardous Materials prior to shipment to Seller's designated facility.

13.6 Naturally Occurring Radioactive Material (NORM). Prior to its shipment or return to Seller, Buyer shall de-contaminate any of its owned or rented tools, or any Seller furnished equipment, tools

or supplies brought to the job Site, that have been used for production, exploration or production testing and become contaminated with NORM. If Seller receives equipment from Buyer that has been contaminated with NORM, Buyer shall be responsible for all costs of de-contamination.

13.7 Indemnification for Hazardous Materials. Buyer shall indemnify Seller for any and all claims, damages, losses, causes of action, demands, judgments and expenses arising out of or relating to (i) the presence of any Hazardous Materials which are present on the Site prior to the commencement of Seller's work or (ii) improperly handled or disposed of by Buyer or its representatives or (iii) brought on to the Site or produced thereon by parties other than Seller.

14. CONFIDENTIALITY

14.1 In connection with the Contract, Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information. "Confidential Information" means (a) all pricing for Parts, Products and Services, (b) all Contract terms, (c) all information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (d) all information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral disclosure and is confirmed to be "confidential" or "proprietary" in writing within ten (10) days after oral disclosure. The obligations of this Article shall not apply as to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than from disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party or its representatives or affiliates on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law, a valid legal process or a government agency; (v) is approved for disclosure in writing by an authorized representative of Disclosing Party or (vi) Seller discloses to its financial advisors for analytical purposes, provided that such financial advisors are subject to an obligation as to confidentiality no less onerous than that set out in Article 14.

14.2 Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and permitted use(s) and maintenance of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except to its employees, agents or financing parties who have a need to know for Buyer to perform its obligations under the Contract or to use and maintain Products or Services, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Receiving Party agrees to obtain a commitment from any recipient of Confidential Information to comply with the terms of this Article. Confidential Information shall not be reproduced without Disclosing Party's written consent, and Receiving Party shall return all copies of Confidential Information to Disclosing Party upon request except to the extent that the Contract entitles Receiving Party to retain the Confidential Information. Seller may also retain one copy of Buyer's Confidential Information until all its potential liability under the Contract terminates.

14.3 If Receiving Party or any of its affiliates or representatives is required by law, legal process or a government agency to disclose any Confidential Information, that party agrees to provide Disclosing Party with prompt written notice to permit Disclosing Party to seek an appropriate protective order or agency decision or to waive compliance by Receiving Party with the provisions of this Article. In the event that efforts to secure confidential treatment are



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unsuccessful, Receiving Party may lawfully revise the Confidential Information to make it non-proprietary or to minimize the loss of its proprietary value.

14.4 Nothing in Article grants Receiving Party any license to any invention, patent, trademark or copyright now or later owned or controlled by Disclosing Party.

14.5 Buyer shall not disclose Confidential Information to Seller unless it is required to do so to enable Seller to perform work under the Contract. If Buyer does disclose Confidential Information, Buyer warrants that it has the right to disclose the information, and Buyer shall indemnify and hold Seller harmless against any claims or damages resulting from improper disclosure by Buyer.

14.6 Buyer shall not make any public announcement about the Contract or related documents, including its existence, without prior written Seller approval and on Seller approved terms.

14.7 As to any individual item of Confidential Information, the restrictions of this Article shall expire the earlier of five (5) years after the date of disclosure or three (3) years after termination or expiration of the Contract.

14.8 This Article does not supersede any separate confidentiality or nondisclosure agreement signed by the Parties.

15. RENTAL TOOLS

If Seller provides any rental tools to Buyer, the terms of this Contract shall apply including the Rental Tools Addendum, as applicable. If there is any conflict between these Terms and Conditions and the terms of any applicable addendum, the terms of the applicable addendum shall prevail.

16. CHANGES

16.1 Each party may at any time propose changes in the schedule or scope of Parts, Products or Services in the form of a draft change order. Seller is not obligated to proceed with the changed schedule or scope until both Parties agree to such change in writing. If mutually agreed, the changes will be documented in a written document signed by representatives of each party who have actual authority to legally bind Buyer or Seller, along with any equitable adjustments in the Contract Price or Delivery. Any changes in applicable laws, rules and regulations shall be treated as a change within the meaning, and subject to the requirements, of Article 16. Unless otherwise agreed by the parties, pricing for additional work arising from changes in laws, rules and regulations shall be at time and material rates.

16.2 All Parts and Products delivered shall conform to Seller's part or version number specified or (at Seller's option) its equivalent or the superseding number subsequently assigned by Seller. If the number ordered is no longer available, Seller is authorized to ship a valid interchangeable Product without notice to Buyer.

17. INSPECTION AND FACTORY TESTS

The quality control exercised by Seller in its manufacture of Products shall be in accordance with Seller's normal quality control policies, procedures and practices. Seller shall attempt to accommodate Buyer's requests to witness Seller's factory tests of Products, if such witnessing can be arranged without delaying the work. Such access shall be limited to areas directly concerned with Products ordered by Buyer and shall not include restricted areas where development work or work of a proprietary nature is being conducted.

18. TERMINATION AND SUSPENSION

18.1 Either Party (the "Non-Defaulting Party") may terminate this Contract if the other Party (the "Defaulting Party") (i) becomes insolvent or (ii) the Defaulting Party commits a material breach of this Contract, which does not otherwise have a specified contractual remedy, and fails to cure the breach within thirty (30) days of notice from the Non-Defaulting Party, or if it is not possible to cure such breach within thirty (30) days of such notice, fails to commence to cure the breach within thirty (30) days or fails

to thereafter continue diligent efforts to complete the cure as soon as reasonably possible.

18.2 If Buyer fails to fulfill any condition of its payment obligations, Seller may suspend performance and delivery. Any cost incurred by Seller in accordance with such suspension (including storage, demobilization and re-mobilization costs) shall be payable by Buyer upon submission of Seller's invoices. Performance of Seller's obligations shall be extended for a period equaling the period of Buyer's no fulfillment of any portion of the payment terms, whether or not Seller suspends performance and such additional time as may be reasonably necessary in the circumstances.

19. GENERAL CLAUSES

19.1 Seller may assign or novate its rights and obligations regarding the Products, Parts and/or Services in part or in whole, to one or more of its Affiliates, without Buyer's consent and upon written notice to Buyer setting forth the effective date of such assignment or novation. Notwithstanding the above, Buyer consents to Seller assigning its accounts receivables under this contract to any party, without prior notice from Seller. Buyer agrees to execute such documents as may be necessary to effect the assignment or novation. The delegation or assignment by Buyer of any or all of its duties or rights under the Contract without Seller's prior written consent shall be void.

19.2 In case Products are to be exported outside the EU and an authorization is required for the export in accordance with any applicable laws, Buyer shall provide Seller, upon Seller's written notice, with any and all information requested by Seller. In case of Buyer's delay in providing the abovementioned information, Seller shall not have any liability or be considered in breach or default of any its obligations under the Contract.

19.3 Nothing in this Contract shall restrict Seller from subcontracting portions of its work, provided that Seller shall remain responsible to Buyer for performance of subcontracted scope.

19.4 Except as provided in the Article entitled "Indemnities and Limitation of Liability", these provisions are for the benefit of the Parties hereto and not for any other third party.

19.5 This Contract represents the entire agreement between the Parties and no modification, amendment, rescission, waiver or other change shall be binding on either party unless agreed to in writing by the Parties' authorized representatives. Each party agrees that it has not relied on, or been induced by, any representations of the other party not contained in this contract.

19.6 The invalidity or unenforceability in whole or in part of any part of any provision in this Contract shall not affect the validity of the remainder of the Contract. Any provision of this Contract held invalid or unenforceable only in part or in degree will remain in full force and effect to the extent not held invalid or unenforceable.

19.7 Buyer shall notify Seller immediately upon any change in the ownership of more than fifty percent (50%) of Buyer's voting rights or in Buyer's controlling interest. If Buyer fails to do so or Seller objects to the change, Seller may (a) terminate the Contract, (b) require Buyer to provide adequate assurance of performance (including but not limited to payment), or (c) put in place special controls regarding Seller's Confidential Information.

19.8 The following Articles shall survive termination or cancellation of the Contract Article 3 (Taxes and Duties); Articles 6.3, 6.4 and 6.6 (Compliance With Laws); Article 7 (Warranty), Article 8 (Patents), Article 9 (Indemnities, Limitation of Liability and Insurance), Article 10 (Dispute Resolution), Article 12 (Health and Safety) Matters, Article 13 (Differing Site Conditions; Hazardous Materials), Article 14 (Confidentiality), Article 16 (Changes), Article 18 (Termination), Article 19 (General Clauses).

19.9 This Contract may be executed in multiple counterparts that together shall constitute one agreement.



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20. US GOVERNMENT CONTRACTS

20.1 This Article 20 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

20.2 Buyer agrees that all Products and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Contract, the country of origin of Products is unknown unless otherwise specifically stated by Seller in this Contract. Buyer agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Buyer represents and agrees that this Contract is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the Contract. The version of any applicable FAR clause listed in this Article 20 shall be the one in effect on the effective date of this Contract.

20.3 If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

20.4 If Buyer is procuring the Products or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price

END OF TERMS AND CONDITIONS