

COMPANY Work Order Standard Terms & Conditions

These terms and conditions shall apply to services ("Services") to be performed by COMPANY or its affiliates ("Contractor") as identified in the attached Work Order for the customer identified herein ("Customer"). Acceptance of CONTRACTOR's Work Order is expressly limited to the terms and conditions of CONTRACTOR's Work Order, these terms and conditions and any specifications or other terms attached hereto (collectively, this "Contract"). Notwithstanding any oral or written statements made by CUSTOMER, CONTRACTOR's acceptance of CUSTOMER's order does not in any way whatsoever constitute acceptance of CUSTOMER's terms and conditions, and CUSTOMER's terms and conditions are hereby expressly rejected by CONTRACTOR and are not a part of the contract between CONTRACTOR and CUSTOMER unless an authorized official of CONTRACTOR expressly agrees in writing to accept such terms and conditions or any part thereof.

1. SCOPE OF CONTRACTOR'S SERVICES:

CONTRACTOR shall provide all Services under this Contract pursuant to a work order or other form of service order (a "Work Order") in a form mutually agreed upon by the parties and which shall be validly executed by both parties. Neither party shall be obligated to perform under a Work Order until such Work Order has been duly executed by both parties. Each Work Order will set forth, to the extent practicable, the scope of the Services, the term, schedule, and payment terms. Any Work Order executed pursuant to this Contract shall incorporate and include all the terms and conditions of this Contract. In the event of any conflict between the provisions of a Work Order and this Contract, the terms of this Contract shall prevail. If CONTRACTOR furnishes CUSTOMER with any advice or assistance concerning any products, systems or work which is not required pursuant to the scope of Services, the furnishing of such advice or assistance will not subject CONTRACTOR to, and CUSTOMER HEREBY RELEASES AND WAIVES ANY CLAIMS AGAINST CONTRACTOR FOR, ANY LIABILITY, WHETHER IN CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE OF CONTRACTOR), STRICT LIABILITY OF CONTRACTOR OR OTHERWISE IN CONNECTION WITH SUCH ADVICE OR ASSISTANCE.

2. ATTENDANCE AT SITE: CUSTOMER shall ensure that CONTRACTOR's representatives have full and free access during visits to CUSTOMER's premises or whatever location in which such Services are to be performed (the "Site") to enable CONTRACTOR to perform the Services under this Contract. CUSTOMER shall provide details to CONTRACTOR in writing of the safety and security regulations applicable to all personnel at the Site and shall take such other steps as may be necessary to promote a safe work place at the Site.

3. PRICE AND PAYMENT: CUSTOMER shall pay all charges under this Contract to CONTRACTOR

(the "Charges") pursuant to the terms of an invoice to be provided by CONTRACTOR to CUSTOMER. Where CONTRACTOR has extended credit to CUSTOMER, terms of payment shall be Net 10 days from date of the invoice. The amount of credit or terms of payment may be changed or credit withdrawn by CONTRACTOR at any time. All amounts due shall be paid in U.S. Dollars directly to CONTRACTOR as directed by CONTRACTOR. In the event of a bona fide dispute of CONTRACTOR's invoice amount, CUSTOMER shall deduct the disputed portion and remit the balance with a detailed written explanation of such dispute. Late payments shall be subject to an interest rate equal to the lower of 18% per annum or the highest rate allowed by law, which shall be added to the invoice amount. Payments will be applied first to any unpaid finance charges and then to amounts due under any outstanding invoices. All collection costs, including collection agency fees and/or reasonable attorneys' fees and costs, incurred in the collection of any unpaid past due amounts may be recovered by CONTRACTOR. Except as provided elsewhere herein:

A. any tax, including sales, use, excise, value added or the like, imposed within the United States of America on the value of the Services, equipment or work provided by CONTRACTOR, or upon the gross payments made by CUSTOMER under this Contract are not included in the Charges and shall be for the account of CUSTOMER. Except as may be directed otherwise by CUSTOMER in writing, all of the above shall be collected and paid by CONTRACTOR and billed to CUSTOMER unless the enacting regulation, law or the like requires it to be paid by CUSTOMER or where CONTRACTOR identifies to CUSTOMER that such amounts must be paid and CONTRACTOR is not legally able to make such payments. Any interest or penalty imposed as a result of a failure to pay the taxes or the like described in this Section 3(A) shall be borne by the party liable for such taxes, assessments or other

charges, without regard to whether or not the cost was included in the Charges; and

B. all taxes and the like imposed upon the income or profits of CONTRACTOR are included in the Charges and shall be for the account of CONTRACTOR.

4. CONTRACTOR'S WARRANTY: The Services provided by CONTRACTOR under this Contract shall be carried out with due care and skill. CONTRACTOR's obligation under this Contract shall be limited to making good by repairing, at CONTRACTOR's expense, any defect caused by the negligence of CONTRACTOR or its employees in carrying out the Services. CONTRACTOR shall be limited to remedying such defects which appear before the expiry of a period of twelve (12) months after the performance of the Services, provided further that CUSTOMER shall have notified CONTRACTOR of any such defect prior to the expiration of such twelve (12) month period. CONTRACTOR's warranty (and CONTRACTOR's obligations to repair arising therefrom) shall not extend to failures or defects arising from (i) misuse, neglect of or damage caused by CUSTOMER or any third party; or (ii) any failure or delay on the part of CUSTOMER to comply with any of its obligations or fulfill any of its responsibilities as set out in the Contract; or (iii) accidents or other Force Majeure events. Where work is carried out by CONTRACTOR in the circumstances referred to above, CUSTOMER shall pay CONTRACTOR's additional charges for labor, associated expenses and spare parts provided at CONTRACTOR's standard rates of charge and prices prevailing at the time. CONTRACTOR's obligation under this Section 4 is subject to CONTRACTOR being given timely notice by CUSTOMER of the appearance of the defect and a reasonable opportunity to investigate and rectify it. The undertaking and obligations of CONTRACTOR under this Section 4 are in place of and in lieu of all other express or implied warranties. To the fullest extent permitted by applicable law and except as expressly provided in this Contract, CONTRACTOR specifically disclaims all other warranties, guarantees, terms or conditions of any kind, whether oral, statutory, express or implied (including, without limitation, warranties of merchantability or fitness for a particular purpose). CONTRACTOR's liability and CUSTOMER's remedies in respect of defects in the Services and any damage resulting therefrom whether arising from breach of contract or warranty, negligence or otherwise are solely and exclusively as stated in Section 4 of this Contract.

5. LIMITATION OF LIABILITY: IN ALL CASES THE PARTIES ESTABLISHING OR ALLEGING A BREACH OF CONTRACT OR A RIGHT TO BE INDEMNIFIED IN ACCORDANCE WITH THIS CONTRACT SHALL BE UNDER A DUTY TO TAKE ALL NECESSARY MEASURES TO MITIGATE THE LOSS WHICH HAS OCCURRED PROVIDED THAT IT CAN DO SO WITHOUT UNREASONABLE INCONVENIENCE OR COST. NEITHER CONTRACTOR NOR CUSTOMER SHALL BE LIABLE TO THE OTHER IN ANY INSTANCE, WHETHER BY WAY OF INDEMNITY OR BY REASON OF ANY BREACH OF THE CONTRACT OR OF STATUTORY DUTY OR BY REASON OF TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) FOR ANY LOSS OF PROFIT, LOSS OF USE, LOSS OF CONTRACTS, LOSS OF REVENUES OR OF ANTICIPATED SAVINGS, ANY INCREASE IN OPERATING COSTS, OR FOR ANY FINANCIAL OR ECONOMIC LOSS OR FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGE WHATSOEVER THAT MAY BE SUFFERED BY THE OTHER PARTY, NOR SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL OR PUNITIVE DAMAGES. THE LIABILITY OF CONTRACTOR TO CUSTOMER UNDER THIS CONTRACT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE CHARGES (AS DEFINED IN SECTION 3) HOWSOEVER CAUSED INCLUDING, BUT NOT LIMITED TO, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY, OR BREACH OF THIS CONTRACT.

6. INDEMNIFICATION: Each party ("Indemnitor") shall defend, release, discharge, indemnify, protect and hold harmless the other party and its officers, directors, employees, contractors and invitees (collectively, the "Indemnitee Group") from and against any and all actions, claims, costs (including without limitation, costs of investigation, litigation and court costs), damages, demands, fines, interest, judgments, liabilities, losses, penalties, proceedings, suits (including appeal), and expenses (including, without limitation, reasonable attorney's fees) (collectively, "Claims") that are brought by or on behalf of the Indemnitor or its officers, directors, employees, contractors, or invitees ("Indemnitor Group") alleging bodily injury, illness or death of any member of the Indemnitor Group or that result from physical damage, loss, or loss of use of any tangible property of Indemnitor Group, and which arise out of, relate to, or are connected with this Contract or the performance hereof. THE OBLIGATIONS TO RELEASE, DEFEND AND INDEMNIFY CONTAINED IN THIS SECTION SHALL APPLY

EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE JOINT, SOLE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, CONTRACTUAL LIABILITIES OF THIRD PARTIES, OR OTHER FAULT, WHETHER PASSIVE OR ACTIVE, OF ANY PERSON OR ENTITY, INCLUDING BUT NOT LIMITED TO THE INDEMNITEE GROUP.

7. ASSIGNMENT: This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns and neither party shall assign this Contract without the written consent of the other Party. Any assignment made by either party in contravention of this Section shall be null and void for all purposes. There are no third party beneficiaries to this Contract or any part or specific provision of this Contract.

8. FORCE MAJEURE: If performance of any obligation under this Contract (other than an obligation of CUSTOMER to make payment) is prevented, restricted or delayed by any cause beyond the reasonable control of the party whose performance is affected, including, without limitation, any act of God, act or omission of government (including any change in applicable laws), war, hostilities, rebellion, revolution, insurrection, military or usurped power, civil war, riot (whether war be declared or not) commotion, disorder or industrial dispute at either party's premises or elsewhere, failure or delay in source of supply of materials or equipment, fire, explosion, accident or breakdown of essential machinery or equipment (a "Force Majeure"), then that party shall be excused from and shall not be liable for failure in performance solely to the extent of that prevention, restriction or delay, and the time for performance shall be extended to the extent necessary to overcome the effect of the delay. Notwithstanding such an event that affects performance and excuses liability for same, the party claiming Force Majeure shall make all reasonable efforts to notify the other party within 24 hours of the occurrence of the Force Majeure event, and mitigate the delay and cost caused by the Force Majeure event. CONTRACTOR shall not be required to subcontract work or to work additional hours unless CUSTOMER agrees to pay all additional costs over and above what it would have cost CONTRACTOR had there not been a Force Majeure with respect thereto.

9. INDEPENDENT CONTRACTOR: CONTRACTOR, in providing the Services hereunder, is acting as an independent contractor and does not undertake by any order or otherwise to perform any obligation of CUSTOMER, or to assume

any liability for CUSTOMER's business or operations.

10. APPLICABLE LAW: The validity, performance, and construction of this Contract shall be governed by the laws of the State of Texas (excluding its conflict of laws rules which would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding hereunder shall be brought exclusively in state courts located in Wharton County, Texas. Each party consents to the personal jurisdiction of the courts of said county and waives any objection that such courts are an inconvenient forum.

11. ENTIRE AGREEMENT: This Contract constitutes the entire agreement and understanding of the parties with respect to its subject matter. Each of the parties acknowledges, that in entering into this Contract, it has not relied on any oral or written representation, warranty or other assurance (except as provided for or referred to in this Contract) and waives all rights and remedies which might otherwise be available to it in respect thereof, provided always, that nothing in this Contract shall limit or exclude any liability of a party for fraud. No representations or statements of any kind made by any representative of CONTRACTOR which are not stated herein, or upon the face or reverse of this Contract, shall be binding upon CONTRACTOR unless made in writing and signed by a duly authorized representative of CONTRACTOR. No course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in this Contract.