TERMS AND CONDITIONS FOR GOODS AND SERVICES

1. INTERPRETATION. In these Terms, unless the context clearly indicates otherwise:

1.1 words in the singular include the plural, and words used in the plural include the singular; references to any party include such party's successors and assigns but only if such successors and assigns are permitted by these Terms;

1.2 the words "include", "includes" and "including" will be deemed to be followed by the words "without limitation";

1.3 the words "herein", "hereunder", "hereof", "hereto" and words of similar import will be deemed references to these Terms as a whole and not to any particular section or other provision hereof;

1.4 headings will be ignored in construing these Terms;

1.5 any reference to any law, including any statutes and ordinances, means such law, including all rules and regulations promulgated thereunder, as amended, modified, codified or reenacted, in whole or in part and in effect at the time of determining compliance or applicability;

1.6 relative to the determination of any period of time, "from" means "from and including", "to" means "to but not excluding" and "through" means "through and including";

1.7 a reference to "writing" includes any means of reproducing words in a tangible and permanently visible form;

1.8 a reference to a "day" means a calendar day;

1.9 a reference to a "month" means a calendar month;

1.10 a reference to a "year" means 365 days or 366 days, as the case may be;

1.11 the language which governs the interpretation of these Terms is the English language and any communication and documentation related to these Terms, will be in the English language;

1.12 a reference to "$" means the lawful currency on the date hereof of the United States of America; and

1.13 the language of these Terms will be deemed to be the language the parties have chosen to express their mutual intent and no rule of strict construction will be applied against either party.

2. TERM. Subject to Section 17, these Terms will expire upon the later of completion of the services or acceptance of the goods identified in the Purchase Order. Notwithstanding the foregoing sentence, Sections 8, 9, 10, 11, 12, 14, 22, 23 and 24 survive any expiration or termination of the Terms and will continue in full force and effect.

3. ACCEPTANCE. Any acceptance of the purchase order (the "Purchase Order") is limited to acceptance of the terms and conditions for goods and services contained herein (together with the Purchase Order, the "Terms"). No prior or current course of dealing, usage of trade or custom of the industry, or printed form of counterparty identified in the Purchase Order ("Counterparty"), such as a billing invoice, proposal, confirmation, bill of lading or packing list, will modify or supplement the Terms. Commencement of services or shipment of any goods, in whole or part, covered by the Purchase Order constitutes acceptance of the Terms.

4. DELIVERY AND PERFORMANCE. Time is of the essence and the buyer identified in the Purchase Order ("Buyer") may terminate the Purchase Order if delivery of goods is not made or services are not commenced or completed by the date specified in the Purchase Order; or, if no date is specified, then within a reasonable time following acceptance of the Purchase Order or commencement of services hereunder. Buyer's acceptance of goods delivered or services performed after the scheduled date will not waive Buyer's rights with respect to any late delivery or performance, nor will it constitute a waiver of future compliance with the Terms. Counterparty will supply all personnel, materials, and equipment necessary to complete the services at the location designated in the Purchase Order, unless otherwise stated in the Purchase Order.

5. SHIPPING INSTRUCTIONS. Unless otherwise specified in the Purchase Order, Counterparty will: (a) ship all goods freight and duty prepaid, DDP Buyer destination, and in the least expensive way to meet Buyer's delivery requirements, (b) ensure that a packing slip accompanies each shipment, and (c) not charge Buyer for packing, shipment or handling. Counterparty is liable to Buyer for damaged goods resulting from improper packing or marking. At Counterparty's expense, Buyer may return any goods received in excess of the Purchase Order requirements for refund or credit.

6. CHANGES OR SUBSTITUTIONS.

6.1 No changes to or substitutions of goods or services supplied or provided by Counterparty will be made to the Purchase Order without the prior written consent of Buyer.

6.2 Buyer may, by written direction to Counterparty, make changes in the specifications and drawings for goods or services covered by this Purchase Order (each, a "Directed Change"). If Counterparty believes a Directed Change affects the price or delivery date for such goods or services, Counterparty must notify Buyer in writing and provide adequate supporting documentation within 20 days after receipt of a Directed Change. If Counterparty fails to timely submit a request for equitable adjustment to the price or delivery date, no equitable adjustment pursuant to the Directed Change will be made. If Counterparty timely submits a request for equitable adjustment to the price or delivery date, Counterparty will suspend performance of the Directed Change until Buyer instructs Counterparty to perform the Directed Change. The parties will mutually agree to an equitable adjustment to the price or delivery date to reflect the effect of a Directed Change. In the event Buyer directs Counterparty to proceed prior to agreement on the equitable adjustment, Counterparty will proceed with such change and will document all directly related costs as they occur and will submit weekly reports of such costs to Buyer for consideration as part of any subsequent negotiations.

7. ACCEPTANCE/REJECTION. Counterparty will be responsible for the performance of all activities affecting quality and schedule, including the performance of its suppliers. Buyer may review the quality assurance and quality control procedures of Counterparty and Counterparty's suppliers. Counterparty will promptly accommodate any request of Buyer to audit Counterparty's quality control procedures, witness Counterparty's testing of the goods and services, or inspection and approval of the goods and services at destination to ensure quality and compliance with the specifications of the Purchase Order, Buyer's approved manufacturers list ("AML"), and suggested manufacturer and fabricator lists. Counterparty will notify Buyer at least 15 days in advance of the date that Buyer may witness Counterparty's testing of the goods and services. No inspection, testing or approval, or lack of inspection, testing, or approval, given under these Terms by Buyer will relieve Counterparty of its responsibility for compliance with these Terms, or from any warranty, either express or implied, or guarantee or liability.

Buyer, in its sole discretion, may reject all or a portion of the goods if such goods do not conform to the requirements or specifications as stated in these Terms ("Nonconforming Goods"). If such goods are determined to be Nonconforming Goods, Counterparty will, on Buyer's written instruction, (a) promptly correct or replace such Nonconforming Goods with conforming goods, at Counterparty's sole expense, or (b) refund the price for such Nonconforming Goods, together with all inspection, testing, shipping, handling, and transportation expenses incurred by Buyer in connection therewith. If Counterparty fails to

timely correct or deliver replacement goods, Buyer may replace them with goods from a third party and charge Counterparty the cost thereof. Title to goods will pass to Buyer upon acceptance by Buyer of conforming goods. Title to Nonconforming Goods will not pass to Buyer unless and until the Nonconforming Goods are accepted by Buyer.

All services performed by Counterparty hereunder will be subject to inspection, testing and approval by Buyer. Buyer, at its sole discretion, may reject all or a portion of the services if such services do not conform to the requirements or specifications set forth in these Terms. Counterparty will repair or re-perform any rejected portions of the services, at Counterparty's sole expense, within a reasonable time, but no more than 30 days after receipt of Buyer's written notice of rejection. In the event Counterparty was notified of Buyer's rejection of services and failed to promptly and adequately correct such services, Buyer may correct or have such services corrected by a third party and Buyer will be entitled to deduct the cost of such corrective services from any monies due or becoming due to Counterparty under these Terms. In the event that no monies are due or will become due to Counterparty under these Terms, then Counterparty will promptly pay Buyer the costs incurred in correcting such services.

8. IDENTIFICATION AND INVOICING. Counterparty will render an invoice, in a format acceptable to Buyer, for each shipment of goods or upon completion of each service pursuant to the Purchase Order. Counterparty will issue such invoices, with bills of lading or prepaid expense bills attached, in United States dollars and will direct such invoices to the billing address as listed in the Purchase Order. Goods and services will be provided at the prices set forth in the Purchase Order, unless otherwise approved by the Buyer in writing. Subject to Section 16, Buyer will pay undisputed invoices in United States dollars within 30 days from the date of receipt of a correct invoice by the accounts payable department of the Buyer. Buyer, without waiver or limitation of any of its rights or remedies, will be entitled to deduct any amounts otherwise owed by Counterparty to Buyer from any amounts owed by Buyer to Counterparty in connection with the Purchase Order. For any services entered into Buyer's cost control system, costs generated from Buyer approved time sheets generated in such system will be the basis for electronic payment to Counterparty and will be deemed an invoice as that term or its' derivatives are used in the Terms. All such invoices will be deemed a true and accurate representation of charges from Buyer and will be prepared in accordance with applicable law and U.S. federal tax reporting standards. Invoices will not cover more than one Purchase Order and must show cash discount terms. Buyer reserves the right to calculate and deduct the applicable discount based on the terms agreed to by the parties in the Purchase Order. Buyer will be under no obligation to pay any invoices of Counterparty received by Buyer more than 90 days after completion or termination of services or delivery of goods under the Purchase Order.

Buyer may, in good faith, dispute any charge contained in any invoice. In the event of such protest, Buyer may withhold the disputed amount from any payment due under these Terms, without interest accruing thereupon. The payment of an invoice will not preclude or affect Buyer's right to later dispute any charge made and withhold payment of such disputed amount from any payment due hereunder. Upon notice of such dispute, Counterparty will either furnish Buyer with satisfactory proof as to the disputed charge or modify or withdraw such charge from the invoice.

9. TAXES.

9.1 Counterparty will pay any and all applicable taxes, duties, fees, tariffs or other charges imposed or assessed by governmental or regulatory bodies, with respect to the goods delivered hereunder, the taxable incident of which occurs prior to transfer of title to the goods to Buyer. If the goods require importation into the United States, such importation and payment of associated duties, fees, tariffs and taxes will be the sole responsibility of Counterparty. Except for those related to importation, Buyer will pay any and all applicable taxes, duties, fees, tariffs or other charges imposed or assessed by governmental or regulatory bodies, with respect to the goods delivered hereunder, the taxable incident of which occurs upon or after transfer of title to the goods to Buyer. Buyer will furnish Counterparty current applicable exemption or resale certificates, or direct pay permits required or permitted by law for use by Buyer regarding the imposition or

payment of any excise, sales or use taxes. Counterparty will pay all taxes imposed on or measured by income, net worth or gross receipts. Counterparty will pay all contributions or taxes for unemployment insurance, retirement benefits, pensions, and annuities now or hereafter imposed by the United States or any state or political sub-division thereof, however measured, which may be levied or become due as a result of this transaction.

10. LIENS.

10.1 If Buyer is alleged to be in default of Buyer's payment obligations and such alleged non-payment is not otherwise permitted under these Terms, then Counterparty will not be precluded from asserting a direct lien claim against Buyer for such dispute.

10.2 Except as set forth in Section 10.1, Counterparty will keep the goods and services and Buyer's property upon which such services are performed free and clear of all liens. Counterparty will settle all lien claims, including lien claims of its subcontractors for services performed and goods furnished within 7 days of notice of such lien claims. If allowed by law, Counterparty will post suitable bond or security to settle lien claims.

10.3 If Counterparty fails or refuses to settle all such lien claims within 7 days of notice of such lien claims, Buyer will notify Counterparty in writing and may:

(a) settle such lien claims on behalf of and for the account of Counterparty and deduct any settlement payments from amounts due Counterparty,

(b) take actions to prevent such filing, including, issuance of two-party checks for reimbursement of portions of the services performed or goods provided by subcontractors, and

(c) withhold payment of amounts otherwise due pursuant to these Terms or withhold any portion of or all sums due or to become due to Counterparty, without interest, until satisfactory evidence is furnished to Buyer that all liens have been settled and released. In no event will Buyer have the obligation or duty to verify the validity or amount of any lien as a precondition to payment or settlement of such lien. Counterparty's right to contest the lien against Buyer will be forever lost and waived if Counterparty fails to promptly and satisfactorily have the lien released or bonded off.

10.4 When requested by Buyer, invoices for progress payments and the final payment will be submitted with and substantiated by fully executed and verified all-bills-paid affidavits, releases and lien waivers that comply with applicable law and will substantiate that all suppliers, subcontractors and laborers have been paid in full for services performed and goods furnished from the dates of the invoices they accompany. Buyer will not be obligated to make any payment on any invoice for services performed or goods provided until requested affidavits, releases and lien waivers are received. All affidavits, releases and lien waivers required to be provided under this Section will be prepared and submitted using a format provided or preapproved by Buyer.

10.5 If applicable law requires or permits the filing or service of any notice of commencement ("Lien Notice") by the Counterparty or Buyer, then prior to the performance of any services or providing goods, Counterparty will cause a Lien Notice to be prepared and provided to Buyer for execution and public filing. If applicable law requires the Counterparty to execute and file a Lien Notice, Counterparty will execute and file the Lien Notice. Counterparty will immediately notify Buyer in writing of any requests received for any Lien Notice and Counterparty will provide a copy of such Lien Notice to the requestor. Counterparty will comply with any jobsite posting requirements applicable to the Lien Notice.

11. AUDITS. If any part of the payment provided for hereunder is to be made on the basis of Counterparty's costs or other flexible billing basis, Counterparty will retain and permit Buyer or its designee during normal business hours access to such books and records, for a period of at least 3 years from the date such costs were incurred or longer if required by law.

Each party will be responsible for its own general and administrative costs and travel costs associated with any audit, reconciliation, inspection and examination.

12. WARRANTIES.

12.1 Counterparty represents and warrants that all goods and the results of services performed will, when delivered to Buyer, be free and clear of all liens, claims, charges or encumbrances of every kind. Counterparty warrants that all goods delivered will be new, and that Counterparty has the right and authority to sell such goods to Buyer. Counterparty warrants that all goods supplied by Counterparty and all services performed by Counterparty under the Purchase Order will conform to applicable specifications, drawings, samples, and descriptions, and will be free from defects in material and workmanship. These warranties will commence upon delivery and acceptance of goods or acceptance of services, and will extend for 12 months after Buyer accepts and places the goods in service or 12 months after the product of the work is placed in service (the "Warranty Period"). If an extended warranty is offered by a manufacturer or a vendor that (a) meets generally acceptable industry standards and (b) is broader, longer or more favorable in any respect as to the warranty contemplated for the Warranty Period herein, then Counterparty will obtain such extended warranty, at no additional cost, and such warranty will automatically apply hereunder without further action of the parties. Such extended warranties will be cumulative and additional to the warranty set forth during the Warranty Period. Counterparty will use its best efforts to (y) obtain manufacturer or vendor warranties that are freely assignable to Buyer and (z) cause any such manufacturers or vendors to perform their obligations under such extended warranties. Buyer's written approval of designs furnished by Counterparty will not relieve Counterparty of its obligations under this warranty.

12.2 Counterparty, at its sole cost, including costs of removal, packing, transportation and reinstallation will, at Buyer's option, repair or replace any goods and services furnished to Buyer which fail to meet the warranty set forth in Section 12.1. Goods or services that are repaired or replaced by Counterparty pursuant to such warranty will be further warranted for an additional 1 year from the date of Buyer's acceptance of such repair or replacement; provided that in no event will Counterparty be obligated to correct defective goods or services more than 2 years after the goods are placed in service or the product of the work is originally placed in service. Counterparty will reimburse Buyer for repairs or replacements made by Buyer if Counterparty fails to take prompt and effective action to correct the failure of the warranty after Buyer's written notice.

12.3 Where it is not practical to return goods to Counterparty for repair, Counterparty will perform such warranty work at Buyer's facilities where the goods are located.

12.4 The warranty obligations of Counterparty in this Section will not apply to goods that are damaged by Buyer's negligent use of the goods**.**

12.5 **EXCEPT AS EXPRESSLY SET FORTH IN THE TERMS, COUNTERPARTY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE GOODS, THEIR MERCHANTABILITY, OR FITNESS FOR ANY INTENDED USE OR PURPOSE.**

13. INSURANCE. If this Purchase Order requires the performance of services, then Counterparty will procure or cause to be procured and maintained at its expense, and with insurance companies designated by A.M. Best Company with a rating of A- or better and found acceptable to Buyer, the insurance policies described below.

13.1 Workers' compensation for all benefits required of Counterparty by applicable law, U.S. longshore and harbor workers' compensation insurance, the Outer Continental Shelf Lands Act, with voluntary compensation for marine operations, to include transportation, wages, maintenance, and cure, and under applicable maritime law (including Jones Act Coverage) where required, or other statutory insurance laws in the area having jurisdiction over such employees, agents, servants and borrowed servants, or over the location where the services are being performed.

13.2 Employer's liability insurance covering the employees of Counterparty with limits of at least $500,000 per occurrence.

13.3 General liability insurance with a combined single limit of at least $2,000,000 per occurrence.

13.4 Business automobile liability insurance with a combined single limit of at least $1,000,000 per occurrence.

13.5 The insurance limits in this Section can be satisfied through any combination of primary and excess liability policies.

The general liability and business automobile liability policies will include Buyer and its affiliates as additional insureds for liabilities arising out of the performance under these Terms to the same and full extent of coverage provided to Counterparty under those policies and to the full extent allowed by applicable law. Such policies will be non-contributory and primary to any other insurance of Buyer. Such insurance will specifically provide that it applies separately to each insured against which claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The workers' compensation and employer's liability policies will provide that all rights of subrogation against Buyer and its affiliates are waived when permitted by law.

Upon Buyer's request, Counterparty will furnish Buyer with certificates of insurance that evidence the insurance required by this Section and Counterparty will enforce its insurance carrier's obligations to Buyer as an additional insured hereunder.

14. INDEMNIFICATION/LIABILITY

14.1 **FOR PURPOSES OF THESE TERMS:**

(a) **"CLAIMS" MEANS ALL LOSSES, DAMAGES, DEMANDS, SUITS AND OTHER LIABILITIES, INCLUDING DIRECT CLAIMS, REASONABLE ATTORNEY FEES AND OTHER EXPENSES OF LITIGATION OR DEFENSE.**

(b) **"COUNTERPARTY GROUP" MEANS COUNTERPARTY, ITS AFFILIATES, INVITEES OR SUBCONTRACTORS.**

(c) **"INDEMNITEES" MEANS BUYER, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND INVITEES.**

14.2 **COUNTERPARTY WILL PROTECT, INDEMNIFY, HOLD HARMLESS, RELEASE, DISCHARGE AND DEFEND INDEMNITEES, JOINTLY AND SEVERALLY, FROM AND AGAINST ALL CLAIMS BECAUSE OF COUNTERPARTY GROUP'S NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL MISCONDUCT. IT IS THE SPECIFIC AND EXPRESS INTENT OF THE PARTIES THAT THE FOREGOING INDEMNITY OBLIGATIONS APPLY EVEN IF THE LIABILITY, LOSS OR DAMAGE IS CAUSED OR ALLEGED TO HAVE BEEN CAUSED IN PART BY BUYER OR ITS AFFILIATES; PROVIDED, HOWEVER, THE FOREGOING INDEMNITY**

OBLIGATIONS WILL NOT APPLY TO THE PERCENTAGE OF THE LIABILITY, LOSS OR DAMAGE THAT IS ATTRIBUTABLE TO AND CAUSED BY BUYER OR ITS AFFILIATES.

14.3 **COUNTERPARTY WILL PROTECT, INDEMNIFY, HOLD HARMLESS, RELEASE, DISCHARGE AND DEFEND INDEMNITEES, JOINTLY AND SEVERALLY, FROM AND AGAINST ALL CLAIMS BECAUSE OF:**

(a) **VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW RELATED TO THESE TERMS BY COUNTERPARTY GROUP;**

(b) **A BREACH BY COUNTERPARTY GROUP OF ANY TERM, PROVISION OR WARRANTY CONTAINED HEREIN, OR ANY ACT OR OMISSION IN THE PERFORMANCE OF ANY TERM, PROVISION OR WARRANTY CONCERNING THE MANUFACTURE, SALE, PRICE AND DELIVERY OF THE GOODS OR SERVICES PROVIDED FOR HEREIN;**

(c) **COUNTERPARTY'S INFRINGEMENT OR UNAUTHORIZED DERIVATION OF ANY PATENT, TRADEMARK, COPYRIGHT, FRANCHISE, OR OTHER INTELLECTUAL PROPERTY RIGHT, OR ANY CLAIM OF MISAPPROPRIATIONS OF THIRD PARTY PROPRIETARY RIGHTS, INCLUDING TRADE SECRETS.**

14.4 **COUNTERPARTY WILL PROTECT, INDEMNIFY, HOLD HARMLESS, RELEASE, DISCHARGE AND DEFEND INDEMNITEES, JOINTLY AND SEVERALLY, FROM AND AGAINST ALL CLAIMS:**

(a) **ASSERTED BY ANY EMPLOYEES OF COUNTERPARTY OR ITS AFFILIATE, THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, OR ANY GOVERNMENTAL AGENCY HAVING JURISDICTION, WHICH RELATE TO COUNTERPARTY'S BREACH OF SECTION 20;**

(b) **IN WHICH EMPLOYEES OF COUNTERPARTY GROUP, THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, OR ANY GOVERNMENTAL AGENCY HAVING JURISDICTION, ASSERT ENTITLEMENT TO BENEFITS, OR ENTITLEMENT TO AN OFFER OF SUCH BENEFITS UNDER THE EMPLOYER SHARED RESPONSIBILITY PROVISIONS OF THE AFFORDABLE CARE ACT, IN EACH CASE, ON THE BASIS THAT SUCH INDIVIDUALS ARE EMPLOYEES OF BUYER, AND NOT OF COUNTERPARTY GROUP; OR**

(c) **ASSERTED BY ANY EMPLOYEES OF COUNTERPARTY GROUP, THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, ON THE BASIS THAT SUCH EMPLOYEES ARE JOINTLY EMPLOYED BY COUNTERPARTY GROUP AND BUYER.**

THIS INDEMNITY WILL INCLUDE ANY CLAIMS MADE BY A LABOR UNION ON BEHALF OF EMPLOYEES OF COUNTERPARTY GROUP, THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS.

14.5 **COUNTERPARTY'S OBLIGATIONS AS SET FORTH IN SECTION 14.2 WILL NOT BE NEGATED OR REDUCED BY VIRTUE OF COUNTERPARTY'S INSURANCE CARRIER'S DENIAL OF INSURANCE COVERAGE OF THE OCCURRENCE OR EVENT WHICH IS THE SUBJECT MATTER OF THE CLAIMS OR REFUSAL TO DEFEND COUNTERPARTY OR BUYER. IN ADDITION, COUNTERPARTY WILL PAY**

ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES AND ALL OTHER EXPENSES OF LITIGATION INCURRED BY BUYER TO ENFORCE COUNTERPARTY'S OBLIGATIONS AS SET FORTH IN THIS SECTION.

15. DEFAULT. Buyer may, subject to the provisions of Section 16, by written notice to Counterparty, terminate part of the Purchase Order, terminate the Terms, or exercise any other remedy provided by law or in equity, if:

15.1 Counterparty fails to deliver the goods or perform services within the time specified therefore;

15.2 Counterparty fails to perform any of its material duties or obligations under these Terms, fails to perform services in a safe and satisfactory manner, or fails to make progress so as to endanger performance of the Purchase Order in accordance with the Terms, and, in each case, does not cure such failure within a period of 10 days, or such longer period as Buyer may authorize in writing, after receipt of notice from Buyer specifying such failure; or

15.3 Counterparty files a petition or otherwise commences or authorizes the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or has any such petition filed or proceeding commenced against it or its assets, or otherwise becomes bankrupt or insolvent, however evidenced, or is unable to pay its debts as they fall due.

Buyer's continued confidence in the ability of Counterparty to properly and expeditiously perform under these Terms is a substantial and material concern of Buyer. In the event of an uncured or uncurable default by Counterparty, Buyer may offset, setoff, or recoup amounts owing to Counterparty under these Terms or any other agreement between Buyer and Counterparty for any losses, damages, costs and expenses incurred by Buyer arising from such default.

16. REMEDIES. If Buyer terminates the Purchase Order in part or terminates the Terms as provided in Section 15, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, goods or services similar to those terminated and Counterparty will be liable to Buyer for any excess costs for such similar goods or services, provided that Counterparty will continue the performance of the Purchase Order to the extent not terminated. Counterparty will not be entitled to any compensation for services completed prior to termination until Buyer has had the opportunity to complete the services and determine the exact amount of damages. The rights and remedies of Buyer provided in this Section will not be exclusive and are in addition to any other rights and remedies provided by law or these Terms.

17. TERMINATION. Buyer may terminate the Purchase Order in whole or in part, without cause and at any time. As of the effective date of any such termination, Counterparty will (a) discontinue all such work, will place no additional orders, (b) preserve and protect materials on hand purchased for or committed to the order, work in progress, and completed work both in Counterparty's and in its suppliers' plants pending Buyer's instructions, and (c) dispose of goods only in accordance with Buyer's instructions. Any termination payment or refund to Buyer will be based solely on work satisfactorily performed and accepted to the date of such termination. In no event will Counterparty be entitled to anticipated profits or any damages because of such termination.

18. SUSPENSION OF PERFORMANCE. Buyer may by written notice to Counterparty, suspend all or any portion of the Purchase Order at any time. Such suspension will neither exceed 180 consecutive days each, nor, in the aggregate, 270 days. Upon receiving any such notice of suspension, Counterparty will promptly suspend further performance of the Purchase Order to the extent specified, and during the period of such suspension will properly care for and protect all work in progress and materials, supplies, and equipment Counterparty has on hand for performance of the Purchase Order. Counterparty will use its best efforts to utilize its material, labor and equipment in such a manner as to minimize costs associated with the suspension. Buyer may at any time withdraw the suspension as to all or part of the suspended performance by written notice to Counterparty specifying the effective date and scope of such withdrawal and Counterparty will, on the specified date of withdrawal, resume diligent performance of the work for which the suspension is withdrawn. If Counterparty believes that any such suspension or such withdrawal of

suspension justifies modification of a Purchase Order's price or time for performance, Counterparty will comply with Section 6. Notwithstanding anything to the contrary herein, in no event will Counterparty be entitled to any loss of profits, overhead, or any incidental or consequential damages because of any suspension or withdrawal of suspension.

19. COMPLIANCE WITH LAWS.

19.1 Each party will fully comply with all federal, state, local and foreign laws, ordinances, rules, codes and regulations in its performance of these Terms. Each party will, to the extent applicable, abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based upon their status as protected veterans or individuals with disabilities, prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin and require affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability. Also, to the extent applicable, each party will comply with 29 CFR Part 471, Appendix A to Subpart A.

19.2 Each party represents, warrants and covenants that:

(a) either (i) it is an entity with a class of securities registered on a U.S. national securities exchange ("Issuer"), or it is a wholly owned subsidiary of an Issuer, and none of the Issuer's executive officers, directors or, to the knowledge of such party, controlling shareholders is a "foreign official," a "foreign political party or official thereof" or a "candidate for foreign political office", except as would be reasonably apparent to a reader of the Issuer's public filings made pursuant to the Securities Exchange Act of 1934 or the Securities Act of 1933 or (ii) none of such party's officers, directors, shareholders or owners is a "foreign official", a "foreign political party or official thereof" or a "candidate for foreign political office", each as defined in the U.S. Foreign Corrupt Practices Act of 1977, or is related to any of the foregoing by blood, marriage or otherwise. .

(b) it has not made, offered, promised, or authorized, and will not make, offer, promise or authorize the giving of any payment, gift, promise, entertainment or other advantage, including offers of employment ("Item of Value"), whether directly or indirectly, to: (i) any government, foreign official, agent, or employee of any government department or agency, whether or not acting in an official capacity; (ii) any foreign governmental department, state-owned or run enterprise or agency representing a foreign government; (iii) any political party or foreign official thereof or any candidate for political office; (iv) an officer or employee of a public international organization; or (v) any person if all or any portion of such Item of Value was or will be offered, given or promised, directly or indirectly, to persons described in (i) through (iv) for purposes of influencing any act or decision of such entities or persons in their official capacity, including a decision to do or omit to do any act; or inducing such entities or persons to use their influence with any government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality in order to obtain or retain business with, or direct business to, the other party or to any person or entity, or where such offer, promise, payment or gift of an Item of Value would otherwise violate law, in each case in connection with establishing or maintaining any business, entering into any agreement, securing any necessary approvals or engaging in any other business-related activity with respect to the other party.

(c) it has not used and will not use any broker, agent, consultant or other intermediary in connection with soliciting, obtaining, negotiating, structuring or performing these Terms or in connection with the subject matter to which it applies where the use of the broker, agent, consultant or other intermediary would cause such party to breach Section 19.2(b),

or where the actions of the broker, agent, consultant or other intermediary would breach this Section.

(d) it will notify the other party if it fails to satisfy Section 19.2(a), Section 19.2(b) or Section 19.2(c) during the term of these Terms.

19.3 If the Terms require the performance of services or the repair of goods pursuant to Section 12.3 at locations owned or controlled by Buyer, then Counterparty will (a) comply with "Company Policies Applicable to Contractors", copies of which will be provided upon request; and (b) at its own cost, comply with Buyer's safety rules for contractors and Buyer work site specific safety and security procedures while performing services hereunder. Counterparty will provide safety training to Counterparty's employees in accordance with industry and training standards required by applicable law. In accordance with the transportation worker identification credential program as required by the U.S. Maritime Transportation Security Act ("TWIC") requirements, prior to all work on or around a Buyer work site, Counterparty will contact a Buyer representative to determine whether a TWIC card is required for unescorted access to the Buyer work site. Buyer will have the right to request removal from Buyer's premises where Counterparty may be performing services hereunder of any of Counterparty's employees who, in Buyer's sole opinion, has engaged in improper conduct, is not performing in a satisfactory manner, or is not qualified to perform assigned services. Counterparty will promptly comply with such a request.

19.4 For work performed by Counterparty that is covered by California Health and Safety Code § 25536.7 and upon request by Buyer, Counterparty will promptly complete and execute any documentation requested to demonstrate and verify compliance with California Health and Safety Code § 25536.7.

19.5 For work performed by Counterparty that is "Covered Work" (as defined in the California Project Labor Agreement), Counterparty will, prior to the performance of any such work, complete and execute the "Agreement to be Bound", attached to the California Project Labor Agreement as "Attachment A".

19.6 If the Purchase Order requires the performance of services, Counterparty will provide to Buyer a properly completed and executed IRS Form W-9 or IRS Form W-8 on or before issuance of this Purchase Order, and thereafter, upon our request. Counterparty will cooperate with Buyer regarding any tax information and reporting requirements imposed upon Buyer pertaining to the Purchase Order and to the payments made pursuant to the Terms. In the event Counterparty fails to provide the required IRS Form W-9 or IRS Form W-8, Buyer may be required by applicable law to withhold and remit a portion of amounts otherwise due Counterparty pursuant to the Purchase Order. It is Counterparty's responsibility to recover any portion of such amounts directly from the applicable taxing authorities, and not from Buyer.

19.7 IMPORT/EXPORT. Counterparty will not obligate Buyer to be an importer or exporter into or out of any country. If Counterparty is importing goods manufactured outside the United States under these Terms, Counterparty will be the Importer, as defined by applicable law, for all such imports and responsible for all associated taxes, duties and fees. To the extent Counterparty participates in the Customs Trade Partnership Against Terrorism ("CTPAT") program, Counterparty will comply with CTPAT's Minimum Security Criteria and Guidelines published by the U.S. Customs and Border Protection. If Counterparty is exporting goods manufactured inside the United States under these Terms, Counterparty will be the U.S. Principal Party in Interest, as defined by applicable law, for all such exports.

19.8 OSHA HAZARD COMMUNICATION STATEMENT: The OSHA Hazard Communication Standard, 29 CFR 1910.1200 requires that a Safety Data Sheet ("SDS") be provided to the buyer of a hazardous chemical. The SDS must accompany the initial shipment with a second copy mailed to: Marathon Petroleum Company LP, Toxicology & Product Safety, SDS Coordinator, 539 S. Main St., Findlay, Ohio 45840 or e-mailed to sdsinfo@marathonpetroleum.com. Unless an

SDS is provided to Buyer, Counterparty represents and warrants to Buyer that the goods purchased pursuant to the Purchase Order, in whole or in part, are not hazardous chemicals subject to the OSHA Hazard Communication Standard, 29 CFR 1910.1200. Goods purchased pursuant to the Purchase Order will be subject to return at Counterparty's expense if a required SDS is not provided to Buyer with the initial shipment.

19.9 Where applicable, certified low leak technology/low emission valves must comply with applicable packing and low fugitive emissions standards by a certification that the valve or valve packing has been tested pursuant to generally-accepted good engineering practices and has been found to be leaking at no greater than 100 ppm, or a guarantee that it will not have emissions greater than 100 ppm for 5 years, and all valves must be compliant with the current version of Buyer's pipe, valves and fittings AML.

20. INDEPENDENT CONTRACTOR; NO PARTNERSHIP.

20.1 Counterparty will perform and execute the provisions of these Terms as an independent contractor. Buyer exercises no control over the means or methods of Counterparty's delivery of goods or performance of services.

20.2 Counterparty covenants that none of Counterparty's or its affiliates' respective employees, agents, representatives or subcontractors will be deemed to be employees, agents, representatives or third party contractors of Buyer.

20.3 These Terms are not intended to and do not (a) create a partnership, joint venture, or other relationship creating fiduciary, quasi-fiduciary, or similar duties and obligations between the parties or any of their respective affiliates; or (b) otherwise subject the parties to joint and several or vicarious liability. Neither Counterparty nor Buyer is authorized to take any action in any way whatsoever for or on behalf of the other, except as may be necessary to prevent injury to persons or property or as otherwise expressly provided in these Terms. These Terms will not establish exclusivity of business dealings between the parties or their respective affiliates.

21. FORCE MAJEURE.

21.1 The term "Force Majeure" means an event or occurrence which by the exercise of reasonable diligence the affected party is or was unable to prevent or overcome and which prevents the affected party from performing its obligations under the Terms.

21.2 Within 7 days from the occurrence of a Force Majeure event, the affected party will provide the other party written notice of the occurrence of such Force Majeure event, including supporting evidence. Such affected party's obligations will be suspended for the duration of the Force Majeure event. Within 30 days of the end of the Force Majeure event, the affected party will remedy such situation and resume the full performance of its obligations under the Terms.

21.3 Notwithstanding Section 21.2, Counterparty will continue performance of any obligation not affected by the Force Majeure event.

22. CONFIDENTIALITY. All non-public, confidential or proprietary information of the Buyer that may be furnished or disclosed, whether oral, written or electronic in form, to Counterparty or its affiliates, including specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, rebates or these Terms, in connection with the Purchase Order is confidential ("Confidential Information"). Confidential Information will be used by Counterparty solely in performance of the Purchase Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Counterparty will promptly return all Confidential Information received from Buyer. This Section will not apply to information that is: (a) in the public domain; (b) known to the Counterparty or its affiliates at the time of disclosure; or (c) rightfully obtained by the Counterparty on a

non-confidential basis from a third party. Counterparty will not advertise or publish the fact that Counterparty has furnished or contracted to furnish Buyer with goods or services or disclose any of the details of these Terms to any third party except as may be required to perform under these Terms and as authorized by Buyer. Buyer may apply to a court of competent jurisdiction for injunctive relief to stop any violation or threatened violation of the confidentiality or limited use obligations of this Section and for any legal or equitable relief related to such violation. Buyer or its affiliates will be entitled to injunctive relief for any violation of this Section.

23. PROPRIETARY RIGHTS. Notwithstanding the "work made for hire" rule under the Copyright Act of 1976, all work created by Counterparty for Buyer hereunder and all rights related thereto belong to Buyer and will be assigned by Counterparty to Buyer. Counterparty will not file any patent application, or seek any other form of intellectual property protection, for any intellectual property developed during, or arising out of, performance of the services and work performed by Counterparty for Buyer hereunder without the express prior written consent of Buyer.

24. INFRINGEMENT. Counterparty warrants that Buyer's purchase, manufacture, installation, use or resale of the goods covered hereby will not result in any claim of infringement of any patent, trademark, copyright, franchise, or other intellectual property right or any claim of misappropriations of third party proprietary rights, including trade secrets.

25. ETHICAL BUSINESS PRACTICES. No director, officer, shareholder, owner, employee or agent of Counterparty will give or receive any commission, fee, rebate, or gift, or enter into any business arrangement with any director, employee, including family members, or agent of Buyer or its affiliates without prior written notification thereof to Buyer. This prohibition does not include articles of nominal value given as sales promotions or holiday remembrances, or the value of reasonable entertainment consistent with local social and business customs. Counterparty will promptly notify Buyer and assist in any investigation of any violation of this Section and violations may, in Buyer's sole discretion, result in the cancellation of these Terms and any other terms with Counterparty. Counterparty will comply with Buyer's Code of Business Conduct, which is available on Marathon Petroleum Corporation's website, or Counterparty's code of conduct or similarly identified document, which Counterparty will provide at Buyer's request. In addition, Counterparty will comply with Buyer's Supplier Code of Conduct, which is available on Marathon Petroleum Corporation's Supply Chain website.

26. DATA ENCRYPTION. Counterparty will encrypt all information, knowledge, works and ideas that are provided or made available to Buyer in the course of Counterparty providing services or delivering goods under the Purchase Order ("Data") whenever such Data is in transit. This obligation includes Confidential Information. Such encryption will be AES 256-bit encryption (NIST FIPS Pub. 197) unless otherwise required by law or industry standards applicable to data in transit.

27. MISCELLANEOUS.

27.1 ASSIGNMENT. Neither party will assign or subcontract the Terms, or any performance of the Terms, including any right to payment, without the prior written consent of the other party; provided that such consent will not be unreasonably withheld, conditioned or delayed and such consent will not be required in the case of a party's assignment to an affiliate. Any attempted assignment or subcontract in violation of this Section will be void and will in no way release either party from its obligations under the Terms.

27.2 GOVERNING LAW. The Terms, and any disputes arising hereunder will be governed by the Laws of the State of New York without regard to the conflict of laws provisions thereof to the extent such rules or principles would require or permit the application of the laws of any other jurisdiction.

27.3 ENTIRE CONTRACT. The Terms constitute the entire agreement with respect to goods delivered and services performed hereunder, and no oral promises, agreements or warranties affecting it and no prior or subsequent agreement adding to, altering or waiving any term, condition or provisions

hereof will be valid and enforceable unless in writing and signed by both parties. In the event of any conflict between the Purchase Order and the Terms and Conditions for Goods and Services, the Terms and Conditions for Goods and Services will control to the extent of such conflict.

27.4 AMENDMENTS. These Terms will not be modified, in whole or in part, except by a written amendment signed by both parties and expressly identified as an amendment or modification.

27.5 **CONSPICUOUS. TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE PROVISIONS IN THESE TERMS IN BOLD-TYPE FONT ARE "CONSPICUOUS" FOR THE PURPOSE OF ANY APPLICABLE LAW.**

27.6 SEVERABILITY. Each clause and provision of these Terms is severable. If any clause or provision of these Terms is held invalid or unenforceable by any court of competent jurisdiction, all other clauses or provisions of these Terms will remain in full force and effect. If any clause or provision contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing these Terms, the parties will amend or otherwise modify these Terms to replace such clause or provision with a valid and enforceable clause or provision giving effect to the intent of the parties.

27.7 THIRD PARTY BENEFICIARIES. The provisions of these Terms are solely for the benefit of the parties hereto and their respective successors and permitted assigns, and no other person or entity has any remedy, claim, liability, action or other right under these Terms.

27.8 NOTICES. Notices and other communication to each party must be sent to the address provided in the Purchase Order. All notices to Buyer will be sent to the attention of the Purchase Order Requestor as provided in the Purchase Order. Any notice required or permitted hereunder will be deemed given: (a) 3 days after being deposited in the U.S. Mail as registered or certified mail, return receipt requested, postage prepaid, and (b) when received if delivered by recognized commercial courier or next business day delivery and addressed to the address set forth in the Purchase Order.

27.9 WAIVER. Neither action taken nor inaction pursuant to the Terms will be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained herein by the party committing such action or inaction. A waiver by any party of a particular right, including breach of any provision of these Terms, will not operate or be construed as a subsequent waiver of that same right or waiver of any other right.

27.10 PUBLICITY. Counterparty and its affiliates will not use Buyer's or its affiliates' names, trademarks or logos in any manner without the prior written consent of Buyer. No photographs, videos, images, depictions, recordings, social media posts or any other media, now known or developed in the future, will be taken or made by Counterparty concerning the Buyer's or its affiliates' facilities or property without the prior written consent of Buyer.