

BERCEN

SERVICES RIDER GENERAL CONDITIONS

Except as otherwise provided herein, this Services Rider ("Rider") is referenced in or attached to the "Purchase Order" identified above and is incorporated into the Purchase Order's "Terms and Conditions of Purchase" by this reference. The Terms and Conditions, this Rider and any other incorporated Riders and the Purchase Order are jointly referred to as the "Agreement." Terms not defined in this Rider shall have the meanings set forth in the Terms and Conditions. This Rider is intended to compliment the Terms and Conditions. In the event of a conflict between the Terms and Conditions and this Rider, this Rider shall have priority.

1. Instructions. Buyer will provide Seller instructions, by means of drawings or as otherwise necessary for the proper execution of the Services (the "Instructions"). The Services shall be executed in conformity with Buyer's Instructions even when Buyer furnishes new or different Instructions for the Services, so long as the scope of the Services is not changed. Changes in the scope of services are governed by Section 10. Seller shall only use the materials or equipment that Buyer specifies by manufacturer and/or trademark/trade name. Throughout the term of the Agreement, Seller shall ensure the Services are performed in conformance with the Instructions; provided, however, Seller shall also ensure that any discrepancies between the Instructions and Services to be performed or errors in the Instructions will be immediately conveyed to Buyer upon discovery so that the parties can resolve the discrepancy and/or error.

2. Samples. Seller shall submit with such promptness as to cause no delay in the delivery of the Services two (2) copies of all samples, shop or setting drawings, schedules and/or specifications required for the Services ("Samples"). Upon receipt of the Samples, Buyer will change and/or approve the Samples. Seller shall make any changes to the Services that are necessary for the Services to conform with any changes to the Samples, subject to the provisions in Section 1 regarding Seller's obligation to identify discrepancies and/or errors. Buyer's approval of Samples shall not relieve Seller from responsibility or liability for errors in the Samples or resulting Goods. Seller shall make no claim for delay arising from approval of any Samples, unless Seller has first advised Buyer in writing that such approval was requested by a specific date and Buyer agreed to approve the Samples by that specific date.

3. Work Product. Seller will fully and promptly disclose in writing to Buyer all work, drawings, Samples, schedules, specifications, models, ideas, inventions,

discoveries, processes, improvements, specifications, operating instructions, notes, and all other documentation (whether or not patentable) conceived or first reduced to practice by Seller in connection with rendering of the Services, alone or with others, (the "Work Product") prior to completion of the Services or delivery of related Goods. Unless specifically stated otherwise in the Purchase Order, Seller agrees that the Work Product is the property of Buyer and that Seller will, during the term of the Agreement and thereafter, execute all papers and do all things deemed necessary by Buyer to ensure that Buyer obtains full title to such Work Product. All Work Product generated in connection with the Purchase Order for Buyer is owned by Buyer and shall be subject to inspection by Buyer and shall be delivered to Buyer or otherwise disposed of by Seller only as directed by Buyer. Seller agrees that if any work or any portion thereof created under the Purchase Order, whether or not such work was created at the direction of Buyer, is copyrightable, it shall be deemed to be a "work made for hire," as such term is defined in the Copyright Laws of the United States. If, for any reason, any such copyrightable work created by Seller is excluded from the definition of a "work made for hire," Seller hereby assigns and conveys to Buyer the entire right, title and interest in and to such work including work created prior to the date of execution of this Agreement, including the copyright therein and any copyright renewal thereof. Seller shall cooperate with Buyer or its designees and execute documents of assignment, declarations and other documents which may be prepared by Buyer and take other necessary actions as reasonably directed by Buyer, to effect the foregoing or to perfect or enforce any proprietary rights resulting from or related to this Agreement. Such cooperation and execution shall be performed without additional compensation to Seller; provided, however, Buyer shall reimburse Seller for reasonable out-of-pocket expenses incurred at the specific request of Buyer. Seller shall cause each of Seller's employees, agents and subcontractors charged with performance under the Agreement or granted access to confidential information to execute an agreement recognizing Buyer's ownership rights and concurring with the obligations of Seller set forth in this paragraph. Unless otherwise arranged with Buyer, Seller shall pay all royalties and expense fees on Goods and Work Product incorporated in or related to the Services. To the extent there is a conflict between this paragraph and the "intellectual property" paragraph in the Terms and Conditions, this paragraph has priority.

4. Buyer's Property. All Buyer's drawings, samples, schedules, specifications, models, ideas, inventions, discoveries, processes, improvements, specifications,

Instructions, notes, and all other documentation ("Buyer's Property") provided to Seller are not to be used by Seller for any purpose other than the rendering of the Services and providing Goods under the Agreement. Upon the completion of the Services or termination of the Agreement for any cause or for no cause, or at any earlier time upon the demand of Buyer, Seller shall, without cost to Buyer, return to Buyer, in an orderly and expeditious manner, all Buyer's Property and other property belonging to Buyer, including, but not limited to, Work Product, then in the possession of Seller, including copies, extracts, summaries and portions thereof, on whatever media rendered, shall purge from its computer systems any Buyer's Property unless otherwise provided in the Purchase Order, and, upon request of Buyer, certify in writing that it has complied with these requirements.

5. Quality Materials and Warranty. In addition to the other warranties set forth in the Agreement, Seller guarantees and warrants all Services for a period of one year from the date of final payment. Seller warrants that the Work Product supplied by Seller under the Agreement and all rights thereto are: (1) owned by Seller, and do not violate or in any way infringe upon the rights of any third party; and, (2) are free and clear of all liens and encumbrances. This warranty compliments the warranties set forth in the Terms and Conditions.

6. Equipment. Seller shall provide, at its expense, all equipment, materials and supplies required by Seller to complete its performance hereunder, except for equipment, material and supplies, if any, to be provided or paid for by Buyer. Seller acknowledges and agrees that Buyer shall not be held liable for any loss of or damage to any equipment or other property belonging to or rented by Seller or its employees or agents which is used, or to be used in connection with this Agreement, except to the extent attributable to the gross negligence or willful misconduct by Buyer or its employees or agents. Subject to the requirements of Section 20, Seller shall insure all of its equipment, materials and supplies with the necessary comprehensive general liability insurance.

7. Protection of Services and Property. In connection with its performance under the Agreement, Seller shall continuously protect Buyer's property including, but not limited to, Buyer's Property, equipment and real estate, from damage, injury or loss and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions. If attributable to Seller, Seller shall repair or replace any damaged, injured or lost Buyer's property to the extent necessary to return the property to its condition prior to the damage, injury or loss. Buyer assumes no responsibility for loss, damage, destruction, or theft of property owned by or leased to Seller or its subcontractors.

8. Status Reports and Access. Seller will provide Buyer, upon request and at no cost to Buyer, with a written status report of Services accomplished, Services in progress, and Services planned with completion dates.

Buyer and its representatives shall at all times have access to the Services wherever they are being performed and Seller shall provide safe access for Buyer where the Services are being performed. If the Services are to be examined, inspected or tested by Buyer or a third party (the "Inspection"), Seller shall give Buyer timely notice of its readiness for Inspection. The parties shall mutually agree upon the inspection date, provided, however, that Seller shall not object to an inspection date set by a government or quasi-government authority. If any Services or related Goods should be covered up without approval or consent of Buyer, they will be uncovered for Inspection at Seller's expense. Costs of Inspection required by any third party shall be borne by Seller and certificates of such Inspection and approval shall be obtained by Seller on behalf of Buyer to the extent allowed by law.

9. Supervision and Seller Personnel. Seller shall keep, during the entire performance of the Services, a competent supervisor. Seller shall, at all times, keep Buyer advised of the 24/7 contact information of the supervisor and shall provide Buyer with immediate written notice of any change in the supervisor. All directions given to supervisor shall be binding upon Seller as if given to Seller. Seller shall supervise the performance of the Services.

10. Changes in the Services. Buyer may change the scope of Services by written instruction to Seller, including, but not limited to, ordering additional Services or making changes by altering, adding to or deducting from the Services, without invalidating the Agreement. Seller shall submit at no cost to Buyer a written proposal outlining the costs and other pertinent information regarding a change in the scope of Services. Seller's stated fees for the change in scope of Services may not be increased prior to acceptance by Buyer for a period of three (3) months from the date of receipt by Buyer. The parties agree that this paragraph will not be deemed waived by any conduct of Buyer. Moreover, waiver by Buyer of this paragraph in one or more instances shall not constitute a waiver on a subsequent occasion.

11. Correction of Services. In the Event that Goods resulting from the Services do not conform to the Instructions, Seller shall promptly remove from Buyer's premises all non-conforming Goods and promptly replace and re-execute the Services in accordance with the Instructions/Samples and without expense to Buyer and shall bear the expense of making all Services in conformance with the Instructions/Samples.

12. Documentation. Upon request, Seller shall provide to Buyer a set of as-built drawings and all necessary updates/modifications required for Buyer to use and maintain the Goods for their intended purposes, for so long as Buyer is using the Goods. Seller shall deliver instructional documentation with the Goods. Such documentation shall include sets of operating and maintenance manuals, which shall include, at a minimum, the following; contractor and supplier lists, warranties,

wiring and control diagrams, operating instructions, maintenance instructions, and parts lists.

13. Mutual Responsibility of Sellers. Should Seller cause damage of any kind to any other seller, Seller shall promptly and fairly settle with such seller by agreement or otherwise so as to not delay the rendering of the Services. If such other seller sues Buyer on account of any damage attributable to Seller, Buyer shall notify Seller, who shall defend such proceedings at Seller's sole expense and, if any judgment against Buyer arises therefrom, Seller shall pay or satisfy it and pay all costs incurred by Buyer and hold Buyer harmless. If any part of Seller's Services depends on the proper execution or the results of the services of any other seller, Seller shall inspect and promptly report to Buyer any defects in such services or goods that render it unsuitable for such proper execution and results. Seller's failure to so inspect and report shall constitute an acceptance of the other seller's services and goods as fit and proper.

14. Subcontractors. Seller shall, as soon as practicable after Seller's receipt of this Purchase Order, notify Buyer in writing of the names of subcontractors to assist in the rendering of the Services and for such others as Buyer may direct and shall not employ any that Buyer has objection to and Buyer timely notifies Seller of such objection. Seller agrees that Seller is fully responsible to Buyer for the acts and omissions of persons directly employed by Seller and for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor and Buyer.

15. Use of Buyer's Premises. When Seller, its agents, or its subcontractors are performing the Services on Buyer's premises, Seller shall confine Seller's equipment, apparatus, the storage of materials, and the operations of its employees, agents and subcontractors to limits indicated by law, ordinances, rules, standards, regulations, permits, or directions of Buyer and shall not unreasonably encumber Buyer's premises with Seller's equipment, apparatus, or materials. Seller shall enforce Buyer's rules, regulations and instructions including, but not limited to those regarding signs, advertisements, fires and smoking, safety and welding procedures. Seller shall not create any unsafe or unhealthful working conditions to which Seller's employees or employees of Buyer and/or subcontractors may be exposed and shall be responsible for enforcing all occupational and safety laws relating to the Services. If requested by Buyer, Seller shall provide, maintain, and properly remove sanitary facilities. No photographs of Buyer's premises or the Services shall be taken nor shall Seller allow any photographs to be taken by Seller's employees, subcontractors, or any other person participating through this Agreement without the express written permission of Buyer. All such approved photographs are Work Product and shall become the property of Buyer, and the use shall be controlled by Buyer.

16. Site Condition. Buyer's sites are industrial chemical manufacturing facilities. Seller shall avoid contact with Buyer's chemicals and equipment and with chemicals or residue that may be in or on the ground in either liquid or solid form when at Buyer's site(s). Buyer has material safety data sheets for Seller's reference. Seller is solely responsible for ensuring that all necessary and appropriate safety, training and procedural precautions are taken by Seller and Seller's agents. In the event of any incident of injury or illness involving Seller or Seller's agents, Seller shall promptly notify Buyer and shall, upon Buyer's request, provide Buyer with access to all files, records and reports relating to such incident in Seller's custody or control. Access to Buyer's site to perform Services are/or deliver Goods must be authorized by appropriate Buyer's personnel.

17. Cleaning Up. When Seller or its subcontractors are performing the Services on Buyer's premises, Seller shall at all times keep the premises free from accumulations of waste material or rubbish caused by Seller, its employees, agents or subcontractor, and at the completion of the Services, Seller shall remove all of its waste material and rubbish from and about the premises and all of its tools, scaffolding and surplus materials and shall leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, Buyer may remove any remaining material and the rubbish and charge the cost to Seller or apply the cost against any final payment due Seller.

18. Nature of Relationship. The relationship between Buyer and Seller is that of independent contractors. Neither party shall be deemed to be the agent of the other nor is any joint venture or partnership relationship hereby created and neither party is authorized to take any action binding upon the other.

19. Law Compliance. The Rider incorporates by reference and Seller shall comply with all applicable laws, rules, regulations, ordinances and executive orders, including but not limited to environmental laws ("Laws"), of any governmental authority related in any way to the Services. Permits and licenses necessary for the performance of the Services shall be secured and paid for by Seller. If Seller supplies any Services contrary to the Laws, Seller shall bear all costs and expense related to modifying or replacing such Services.

20. Insurance. Unless otherwise expressly stated on the Purchase Order, Seller shall maintain:

- (a) Employer's liability and worker's compensation insurance as required by applicable laws.
- (b) Comprehensive general liability insurance which includes all claims for damages for personal injuries or death suffered by persons other than Seller's employees. This insurance shall be in an amount of not less than Two Million U.S. Dollars (\$2,000,000) per occurrence and liability

insurance against all claims for damages to property of Buyer and other parties in an amount of not less than One Million U.S. Dollars (\$1,000,000).

extent there is a conflict between this paragraph and the "insurance" paragraph in the Terms and Conditions, this paragraph has priority.

- (c) Comprehensive general liability insurance which includes all claims for contractual liability, property damage, personal injury liability, explosion/collapse, and products and completed operations liability in an amount of not less than Two Million U.S. Dollars (\$2,000,000) per occurrence. Such comprehensive general liability insurance shall cover the operation or use of any equipment, material or supplies that Seller provides to complete the Services pursuant to Section 6.
- (d) In the event Seller shall use automobiles, trucks, or other self-propelled vehicles in the performance of this Purchase Order, Seller shall also maintain comprehensive automobile liability insurance which includes all claims arising out of owned, non-owned, and hired vehicles. This insurance shall be in an amount of not less than Two Million U.S. Dollars (\$2,000,000) for any one person, Two Million U.S. Dollars (\$2,000,000) per occurrence, and property damage insurance in an amount of not less than One Million U.S. Dollars (\$1,000,000) for the operation of such vehicles.
- (e) Where potential exposure is present, Seller should obtain pollution insurance in the amount of Two Million U.S. Dollars (\$2,000,000) per occurrence.
- (t) The comprehensive general liability insurance and comprehensive automobile liability insurance required by this Agreement shall be occurrence-based policies.
- (g) For all insurance coverage required by this Agreement, Seller shall specifically name Buyer as an additional insured with coverage primary to any other insurance available to Buyer. Seller shall be responsible for ensuring that all subcontractors name Buyer as an additional named insured with coverage primary to any other insurance available to Buyer. Any exceptions to full insurance coverage must have the written approval of Buyer and shall be noted on the certificate of insurance. Special hazards, if not otherwise insured, shall upon agreement with Buyer, be insured by adding a rider to the insurance policy. Seller shall submit to Buyer, upon request, a certificate of insurance prior to commencing Services or delivering Goods. Insurance shall be in a form reasonably acceptable to Buyer and shall require the insurer to give Buyer at least thirty (30) days prior notice of any modification or cancellation. To the