

**BILFINGER INDUSTRIAL SERVICES INC.
PURCHASE ORDER TERMS & CONDITIONS**

1. CONTRACT DOCUMENTS:

The term "Contract Documents" includes all portions of the contract between Purchaser and Owner (except private financial data) and all Advertisements for Bids, Instructions to Bidders, Bid Documents, Addenda, Plans, Drawings, Specifications, General and Special Conditions, Guarantees, and any and all other documents forming or by reference made a part of such contract, and of this Purchase Order (hereinafter called "Order"), as are applicable to this Order.

Seller, by acceptance of this Order, either by acknowledging receipt of this order, performing work or by shipment, agrees to furnish the equipment, materials and/or services described herein in strict accordance with this Purchase Order, Contract Documents and any and all other stipulations and instructions herein written or attached hereto and by reference made a part of this Order. For satisfactory performance hereunder, Purchaser shall make payment to Seller in accordance with the prices and terms of payment herein written.

2. COMPLETE AGREEMENT:

This Order may only be accepted by Seller agreeing to the Terms and Conditions as stated herein. Acceptance by Seller, whether by written acknowledgment, return of executed acceptance copy or by any performance, shall constitute acceptance of all Terms and Conditions of this order. The Terms of this order shall govern over prior and subsequent offerings, proposals, purchase orders or similar communications unless otherwise specifically agreed to in writing by Purchaser. Purchaser is not responsible for any goods manufactured or delivered or services rendered ("items") absent a signed purchase order.

3. OBLIGATIONS UNDER CONTRACT DOCUMENTS:

The Contract Documents are incorporated herein by reference and made an integral part of this order. The Contract Documents can be reviewed by the Seller at the Purchaser's principal place of business. The Seller is bound, responsible, obligated and liable to the Purchaser, as the Purchaser is bound, responsible, obligated, and liable under the Contract Documents to the Owner. The Contract Documents and this order shall be interpreted together and in harmony with one another. However, in case of conflict between the Contract Documents and this order, this order shall govern. The Seller must call any such conflict or discrepancy to the Purchaser's attention, in writing, prior to executing this order, for written decision; otherwise the Seller agrees to be bound by the Purchaser's interpretation of such provision.

4. PRICE:

(a) If the price is omitted on the face hereof, except where this order is given in acceptance of quoted prices, Seller's price for the items shall be the lowest prevailing market price, and in no event is this order to be filled at higher prices than last previously quoted or charged without Purchaser's written consent. (b) The price, unless otherwise expressly stated herein, includes all taxes and duties of any kind levied by Federal, State, Local or other governmental authority, required to be paid with respect to the production, sale, or shipment of the items covered by this order and also all charges for packing, loading, and shipping. If the price includes transportation charges, such charges shall be limited to the actual transportation costs. (c) If a multistate sales/use tax exemption certificate or similar evidence of exemption is attached to this order, the purchase price for the items furnished hereunder will be adjusted to eliminate any such tax.

5. EQUIPMENT AND INSURANCE:

If this order applies to rented equipment, operated or otherwise, Seller acknowledges that such equipment will be subject to the damage, depreciation, and wear and tear associated with the use thereof and Seller will make no claim against Purchaser for such damage, depreciation, or wear and tear. If this order is for equipment operated by Seller or its employees, or if Seller performs services on the premises of Purchaser or its customer, Seller warrants

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that it has worker's compensation and employer's liability insurance; comprehensive general and auto liability insurance all sufficient to protect Purchaser against claims for personal injury, death and property damage and that Seller will supply Purchaser with certificates evidencing Seller's insurance coverage prior to commencement of work. Seller agrees, at Seller's cost, to procure greater coverage limits should Purchaser deem Seller's coverage inadequate.

6. COMPLIANCE WITH LAW:

Seller warrants that no Federal, State or Local law or regulation shall be violated in the performance of this order, including but not limited to those applicable to safety and health and equal employment opportunity, and that all items furnished conform in all respects to all such laws and regulations.

7. WARRANTY:

Seller warrants that the items furnished under this order shall be new and unused, shall be free from defects in title, design (other than design provided by Purchaser), material and workmanship and shall comply with all of the requirements of this order for a period of at least twelve (12) months from the date of operational start up of the items furnished hereunder or shall comply with the warranty period as set forth in the Contract Documents, whichever is longer. Seller agrees to repair or replace, f.o.b. site of installation, free of charge for materials or labor, including labor required to remove and reinstall items, any items or parts thereof, which prove to be in any way defective or otherwise fail to comply with the requirements hereunder, provided, however, that this warranty shall not extend to damage to such items attributable to causes beyond the control of Seller after delivery. In addition to any applicable damages sustained by Purchaser due to a breach of this warranty, Seller agrees to fulfill this warranty by supplying work or materials at the site of installation, as necessary, or by reimbursing Purchaser for corrective work performed by Purchaser, at Purchaser's election.

8. TIME IS OF THE ESSENCE:

The Seller shall proceed with each and every part of this order in a prompt and diligent manner. The Seller shall commence, continue and complete its performance of this order so as to not delay the Purchaser, Contractor, other contractors or subcontractors, and so as to insure completion as directed by the Purchaser. Any time specified for the completion of this order, or a portion thereof, is a material provision of this order, and time is of the essence. The Seller shall, from time to time, on demand of the Purchaser, give adequate evidence to the Purchaser to substantiate the planned performance and progress of this order and various parts thereof. If the Seller should delay or threaten to delay the progress or performance of this order, or cause any action or potential damage or liability to the Purchaser, the Seller may be deemed in breach of this order, and shall indemnify and hold the Purchaser harmless from all liability and costs. The Seller shall bear the costs of all damages done to others and shall be directly responsible to same for any damages caused by or resulting from acts or omissions of the Seller. In the event any other vendor, contractor or subcontractor should damage the Seller, the Seller shall neither seek nor be entitled to any compensation from the Purchaser, but will seek its damages directly from such other party.

9. INSPECTION:

Purchaser shall have the right to inspect the items covered by this order at Seller's plant at Purchaser's expense during manufacture or before shipment, but no such inspection shall relieve Seller from strict compliance with the terms of this order. Purchaser shall be supplied with unpriced copies of orders to Seller's suppliers and may expedite such suppliers without in any way relieving Seller of its responsibilities hereunder.

10. RISK OF LOSS:

Notwithstanding the terms of shipment, the risk of loss shall pass to Purchaser only after Purchaser takes actual delivery of the items. Seller's delivery to a carrier or to an intermediate party shall not be deemed actual delivery of the items to Purchaser.

11. DEFAULT:

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If Seller fails to perform any of its obligations hereunder, Purchaser shall be entitled to all remedies and damages provided by law and under this contract and in addition, Purchaser may, by written notice to Seller, terminate the whole or part of this order if Seller (a) fails to make any deliveries as required herein; or (b) fails to make progress so as to endanger, in Purchaser's opinion, the performance of this order in accordance with its terms.

12. INDEMNITY:

Seller agrees to indemnify, save harmless, and defend Purchaser, Owner, Contractor and Architect/Engineer from liability of any kind (including court costs, expenses or attorney's fees incurred) and all damages and loss (a) for the use, or alleged use, of any invention or discovery and for the infringement or alleged infringement of any patent, copyright, trademark, process, article, apparatus or application therefore occurring in the performance of this order or arising by reason of the use or disposal by or for the account of Purchaser of items furnished under this order; (b) from any and all claims, suits and liability for injuries to property or persons, including death, on account of any act or omission of Seller (c) from any claim, damages and liability which are or could be asserted by any employee of Seller arising out of or connected with the items furnished under this order; (d) from any and all claims, suits and liens for items furnished hereunder by persons other than Seller; and (e) the failure of the items supplied by Seller to meet the requirements of plans, specifications and other contract documents furnished or made available to Seller.

13. MISCELLANEOUS:

(a) If Purchaser is not the ultimate consumer of the items furnished under this order by Seller, then all rights, benefits, and remedies conferred upon Purchaser hereunder shall inure and be available to and are for the express benefit of the successors in interest to the items, including the Owner joint venture, if any, of which Purchaser is a member and the ultimate consumer or user of the items. (b) Changes will be binding upon Purchaser only if in writing and signed by Purchaser. Purchaser may make changes in this order, and if such changes cause an increase or decrease in the cost of or time required for the performance of this order, then an equitable adjustment shall be made if Purchaser is notified within seven (7) days by the Seller of the adjustment claimed; otherwise, the same shall be waived. (c) This order may be terminated in whole or in part by Purchaser for its convenience, and it will give instructions to Seller accordingly. An equitable adjustment of Seller's compensation shall be determined by mutual agreement. (d) Assignment or delegation of duties under this order by Seller is expressly prohibited unless consented to in writing by Purchaser. (e) Purchaser may setoff against any amount payable to any person under this order any claim or charge Purchaser might have against Seller. (f) Seller shall promptly pay all amounts due for labor, materials, and equipment used in Seller's performance of this order, and on request by Purchaser, will furnish evidence of such payments. (g) This order shall be performed in strict compliance with its terms notwithstanding any previous or trade custom, practice, course of dealing or course of performance.

14. CHOICE OF LAW, VENUE, AND WAIVER OF JURY TRIAL:

The validity, interpretation and performance of this order shall be governed by the laws of the State of Missouri, including its statutes of limitation, without regard to conflicts of laws principles that would require the application of the procedural or substantive law of any other jurisdiction. Any action, hearing, suit or proceeding arising out of or relating to this order must be brought in the courts of the State of Missouri, St. Louis County, or if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Missouri. Each of the parties to this order irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding and waives any objection it may now have or hereafter have to venue or to convenience of forum. EACH PARTY HERETO WAIVES THE RIGHT TO A TRIAL BY A JURY IN ANY DISPUTE IN CONNECTION WITH OR RELATING TO THIS ORDER

15. BUSINESS CONDUCT CLAUSES

15.1 Compliance Obligation

Seller shall comply with all applicable laws and regulations including but not limited to anti-corruption, anti-money laundering, anti-terrorism, export control, economic sanction and anti-boycott laws, regulations and administrative requirements applicable to Seller or its services.

15.2 Anti-Corruption Obligation

Seller hereby represents and warrants that neither payments nor any other advantages or favors have been or shall be, directly or indirectly, offered, promised, or provided to: (i) a private party, which as a result could lead to an improper advantage in relation to the business of Bilfinger Industrial Services, Inc. or (ii) a public official, member of the judicial system or any other government-related or state-owned entity or person ("Public Official") for himself or herself or another person or entity, in order to influence official action, or any Public Official.

15.3 Termination Right

Seller acknowledges and agrees that any breach of the Business Conduct Clauses set out in Clause 15 of this Agreement will be deemed a material breach of contract entitling Bilfinger Industrial Services, Inc. to terminate the Agreement at any time and with immediate effect, without any obligation to pay any outstanding fees or make any other payment. Bilfinger Industrial Services, Inc. shall not be obliged to compensate any loss suffered by the Seller as the result of a termination under this Clause 15.3 (Termination Right).

15.4 Books and Records

Seller shall keep full records in relation to the performance of this Agreement. The content of these records shall include, but not be limited to full and accurate description of performance of Seller and its Subcontractors (e.g. details of service providers, timesheets, and relevant correspondence or summaries thereof), all expenditures, all payments made and any other documents created or received in connection with this Agreement with Bilfinger Industrial Services, Inc.

15.5 Payment Details

All payments to Seller by Bilfinger Industrial Services, Inc. will be made only after receipt of an invoice referring to the Agreement and setting out details of the services provided and/or products delivered, by transfer to a bank account in Seller's name in the country where the services are to be provided or where Seller has established or maintains its principal place of business.