

TERMS AND CONDITIONS

QUALITY: Seller warrants that the goods will conform to description and specifications and will be free from all defects in material and workmanship and all defects due to design (other than Buyer's design). Buyer shall have the right to inspect and test any goods before acceptance if such inspection and test are made within a reasonable time or as provided in the specifications. Upon request of Buyer, Seller, at its sole expense, shall repair, or replace f.o.b. Seller's plant, all or any part of any machinery or equipment covered by this order which proves, within one (1) year from the date it is placed in operation but no later than eighteen (18) months from date of shipment, to be defective in material or workmanship.

QUANTITY: Goods shipped in excess of quantity designed in this order may be returned at Seller's expense.

PRICE: In case the price specified herein includes the payment or allowance of any transportation charges by Seller, Buyer shall be charged with any increase or credited with any decrease in such transportation charges caused by changes in the rates for such transportation in effect at the date hereof.

DELIVERY: Each package shall be numbered and labeled with Buyer's order number; unit shipped to, shall contain an itemized packing slip and shall be properly packed for shipment. No charges will be allowed for packing, crating, freight, express or cartage unless specified on the face hereof. Time is of the essence hereof and if any goods are not delivered within the time specified in this order or within a reasonable time if no time is so specified, Buyer may either (i) refuse to accept such goods and terminate this order, or (ii) cause Seller to ship the goods by the most expeditious means of transportation whereupon any additional transportation charges in excess of those which would apply for the usual means of transportation shall be for the account of Seller.

INVOICES: Unless otherwise requested by Buyer, invoices shall (a) be rendered separately for each delivery, (b) cover not more than one order, (c) rendered with order number noted thereon, (d) copy of receipt of transportation charges must accompany invoice. If invoice is subject to cash discount, the discount period will be calculated from the date the invoice is received by Buyer.

PATENTS: Except as hereinafter limited, Seller shall protect and indemnify Buyer from and against claims, damages, judgments, expenses and loss arising from infringement or alleged infringement of any patent of the United States by any of the goods delivered hereunder, and Seller shall defend or settle at its own expense any suit or proceeding brought against Buyer for such infringement, provided that Seller is notified promptly in writing of the commencement of such suit or proceeding and is given authority, information and assistance by Buyer for the defense or settlement thereof, and provided further that Buyer shall not settle or compromise any such suit or proceeding without the prior written consent of Seller. Furthermore, in the event that Buyer should be enjoined in such suit or proceeding from using any of the goods delivered hereunder, Seller, at its option, shall promptly either (i)

secure termination of the injunction and procure for Buyer the right to use such goods without any obligation or liability, (ii) replace said goods with non-infringing goods or modify same to become non-infringing, all at Seller's expense and to Buyer's satisfaction, or (iii) remove said goods at Seller's expense and refund to Buyer the amount paid to Seller therefore. The provisions of this paragraph, however, shall not apply to the use of any of the goods delivered hereunder in combination with other materials or in the practice of any process, or to infringement by reason of such use.

INSTALLATION: In the event that any goods ordered hereunder require, in connection with the installation thereof, the services of a supervisor, expert or other employee connected with or employed by Seller, and Seller agrees to furnish the same, either with or without charge, such supervisor, expert or other employee in performing such services shall not be deemed to be the agent or employee of Buyer, and Seller assumes full responsibility for his acts and omissions and exclusive liability for any payroll taxes or contributions imposed by any Federal or State law dealing with any of the subjects covered by the Federal Social Security Act approved August 14, 1935, as amended.

INSURANCE: If this order provides for work to be performed by Seller on property owned or controlled by Buyer, or on property of others named herein, Seller shall insure to each of its employee engaged upon the work the compensation provided for by, and shall strictly comply with, each and every statute applicable thereto with respect to Workmen's Compensation and Employer's Liability insurance and shall procure and maintain, at the cost and expense of Seller, until final acceptance of the work by Buyer, public liability insurance in a reputable and financially responsible insurance company, properly safeguarding Seller against liability for injuries to persons, including injuries resulting in death, in amounts acceptable to Buyer, and shall furnish to Buyer written certificates from insurance carriers or from appropriate governmental authorities establishing that said insurance of employees and said public liability insurance have been procured and are being properly maintained, and that the premiums therefore are paid, and specifying the names of the insurers and the respective policy numbers and expiration dates. All such insurance policies shall provide (unless by statute applicable thereto it is otherwise provided) that in the event of cancellation thereof, written notice of such cancellation shall be given to Buyer at least five (5) days prior to the effective date of such cancellation.

FORCE MAJEURE: Neither party hereto shall be liable to the other for default or delay in performing its obligations hereunder if caused by fire, strike, riot, war, act of God, delay of carriers, governmental order or regulation, complete or partial shut down of plant by reason of inability to obtain sufficient raw materials or power, and/or any other similar or different occurrence beyond the reasonable control of the party so defaulting or delaying.

DRAWINGS, ETC.: All drawings, blue prints, dies, patterns, tools printing plates, etc., prepared or constructed by Seller and paid for by Buyer shall be the property of Buyer, and upon completion of deliveries hereunder, or upon termination of this order, shall be delivered to Buyer.

FAIR LABOR STANDARDS ACT: Seller hereby agrees that the goods will be produced in compliance with the Fair Labor Standards Act, as amended, and agrees to so certify on its invoices.

ASSIGNMENT: Any assignment of this order without the prior written consent of Buyer shall be void.

NON-WAIVER: No waiver by either party of any breach of any of the terms of this order to be performed by the other party shall be construed as a waiver of any subsequent breach, whether of the same or of any other item of this order.

REMEDIES: The rights and remedies of Buyer set forth in this order are not exclusive and are in addition to all other rights and remedies of Buyer.

GOVERNING LAW: The validity, interpretation, and performance of this order with respect to goods delivered or to be delivered under this order shall be governed by the law of the State from which such goods are to be shipped.

MISCELLANEOUS: If this order constitutes an offer, Seller's acceptance of this order is hereby expressly limited to the terms of this order and shipment of any part of the goods covered hereunder shall be deemed to constitute such acceptance. If this order constitutes an acceptance of an offer, such acceptance is expressly made conditional on Seller's assent to the terms of this order, and shipment of any part of the goods covered hereunder shall be deemed to constitute such assent. This order constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and there are no oral understandings, representations or warranties affecting it. This order shall not be amended except in writing signed by the parties hereto.

FEDERAL STANDARDS: All listed material or machinery of this order shall have been manufactured in compliance with Federal Standards.

NON-DISCRIMINATION CLAUSE: Equal Employment Opportunity: The provisions of Section 202 Executive Order 11246 (30 F.R. 12319) are, by this reference, incorporated herein and the Vendor (Sub-Contractor) hereunder shall be bound by the provisions of said Section 202 except to the extent that this order (Sub-Contractor) may be exempt there from under the provisions of such order or under the rules, regulations and relevant orders issued pursuant thereto.

INSTRUCTIONS AND CONDITIONS: Acknowledge this order promptly, advising when shipment will be made. If shipment is not made when promised, we reserve the right to cancel all or any part of this order. Do not substitute materials on this order without authority from this office. Prepay all shipments unless otherwise instructed. If specified routing is not shown, shipment shall be by best available route serving WOODSIDE'S interest.