



TERM AND CONDITIONS FOR SERVICES

1. AGREEMENT

1.1. "Services" means the supply of any Services to be rendered by Contractor (including the supply of goods). "Contractor" means the party identified on the face of the Order. "Buyer" means GTC Vorro Environmental Services, LLC.

1.2. Acceptance of this Order by Contractor shall be deemed effective upon Contractor's acknowledgment of the Order or commencement of the Services. Any proposal made by Contractor for additional or different terms and conditions, or any attempt by Contractor to vary the terms & conditions stated herein is rejected. This Order shall constitute the entire agreement with reference to its subject matter and shall not be amended without Buyer's written consent executed by an authorized officer.

2. SCOPE

Contractor shall provide the Services described in the Order to Buyer in accordance with these terms and conditions. Contractor shall deliver the Services free and clear of all liens, encumbrances and claims whatsoever. If liens, encumbrances, or claims are attached to the Site, Contractor agrees to waive such liens, encumbrances or claims and indemnify Buyer against any costs, expenses or charges resulting therefrom.

3. CHANGES

Buyer reserves the right at any time to make changes to the Services including the date(s) of performance.

4. PAYMENT TERMS

4.1. Invoices will be payable thirty (30) days following Buyer's receipt of a correct invoice, together with the appropriate supporting documentation. All of Contractor's claims for money due or to become due from Buyer under this Order shall be subject to deduction or set-off by Buyer by reason of any counterclaim arising out of this or any other transaction with Contractor.

4.2. Unless otherwise stated on the face of the Order, the amount indicated in the Order constitutes the total payment due to Contractor for Services shall include all compensation due to Contractor for all costs, taxes, duties, fees, or charges of any kind accruing with respect to the performance of the Services. If specified in the Order, expense reimbursement will be made only in accordance with Buyer's reimbursable guidelines. Buyer shall not be liable for any charges for cartage, demurrage, standby fees, boxing, packaging, etc. All of Contractor's invoices must refer to the Order number.

5. WARRANTY

5.1. Contractor warrants that it will perform all Services in a good, workmanlike and professional manner, in accordance with the specifications, drawings, samples, or Order or descriptions furnished or approved in writing by Buyer. Contractor shall furnish, at its expense, all supplies, equipment, tools, labor and transportation necessary to perform the Services. The Services shall be performed in strict compliance with all applicable laws, regulations, labor agreements and working conditions. Contractor shall execute and deliver such documents as may be required to effect or to evidence such compliance.

5.2. If any defect, error, or omission in the Services arises or is discovered within six (6) months from the date of completion, Contractor shall, upon notice from Buyer, promptly reperform the Services as may be required to remedy such defect, error or omission at Contractor's own expense, including any removal of improper, faulty or unsuitable materials used in the performance of the Services. A further warranty of six (6) months shall apply to the corrected Services from the date of Buyer's acceptance.

6. INSURANCE

6.1. Without limiting Contractor's duty to indemnify Buyer, Contractor agrees to maintain at Contractor's cost and expense, from the Order date and for two (2) years following completion of the Services, insurance acceptable to Buyer of the types and with minimum limits no less than as follows:

- Commercial General Liability ("CGL") covering Products/Completed Operations with minimum limits of \$2,000,000 per occurrence, \$2,000,000 in aggregate.
- Business Automobile Liability Insurance covering the ownership, operation, and maintenance of all owned, non-owned, and hired motor vehicles with minimum limits of \$1,000,000 bodily injury/ property damage per occurrence, or a \$1,000,000 combined single limit. If the Services require Contractor to remove and haul hazardous waste, or if the Services create the risk of environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement (CA 99 48) shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.
- Workers Compensation Insurance with statutory limits.
- Professional Liability (Errors and Omissions) Insurance if the Services are of a professional nature: minimum limits of \$1,000,000.
- Excess (or Umbrella) Liability Insurance with a minimum limit of \$5,000,000 per occurrence.

6.2. Contractor shall name Buyer and Buyer's client (at which site the work is performed), and their affiliates as additional insured under all coverages except Workers Compensation and Professional Liability. Contractor shall furnish certificates evidencing such insurance coverage to Buyer with endorsements and waivers of subrogation acceptable to Buyer not later than 10 days from the Order date. Contractor's insurance will be primary and non-contributory with respect to any claims made by Buyer.

7. TERMINATION

7.1. Termination for Default. Buyer may terminate the Order in whole or in part, for default if Contractor fails to perform Services in accordance with the requirements of the Order. Such termination shall be effective upon written notice to Contractor and such termination shall be without compensation to Contractor and without prejudice to Buyer's rights available at law or in equity.



7.2. Termination for Convenience. Buyer may at its option at any time, terminate the Order in whole or in part by giving prior notice to Contractor in writing. Upon receipt of notice, Contractor shall promptly discontinue any further performance under the Order, except as may be necessary to protect Services already completed as Buyer may request. In the event of termination for convenience made by Buyer, Buyer shall pay Contractor only for the Services actually performed through the date of termination.

8. FORCE MAJEURE

In the event any force majeure hinders performance in part or in whole of the Order, either Party shall notify the other Party of such force majeure in writing within three (3) days from the discovery of the occurrence of the force majeure. Each Party affected by force majeure shall take reasonable action to eliminate the cause of such force majeure and, upon removal of such force majeure. If the cumulative duration or any period or periods of force majeure exceeds sixty (60) days, either Party may terminate the Order, and termination shall be treated as a termination for convenience.

9. LIMITATION OF LIABILITY

NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES AND PROFITS, EVEN IF CAUSED BY THE SOLE, CONCURRENT, ACTIVE, OR PASSIVE NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF A PARTY; PROVIDED THAT SUCH LIMITATION SHALL NOT APPLY TO CLAIMS COVERED BY INSURANCE REQUIRED TO BE MAINTAINED OR ANY CLAIMS BASED UPON GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS AFFILIATES OR SUBCONTRACTORS.

10. CONTRACTOR PERSONNEL

Contractor shall not assign the Order or subcontract the Services unless approved in writing by Buyer; in which event, Contractor will maintain the principal role in performing the Services and will be responsible for the performance of any approved subcontractors or assignees. CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR THE SAFETY OF CONTRACTOR AND ITS EMPLOYEES AND ITS SUBCONTRACTORS AND THEIR RESPECTIVE EMPLOYEES.

11. INDEMNITY

11.1. CONTRACTOR'S INDEMNIFICATION OF BUYER AND OTHERS. CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS BUYER, BUYER'S CONTRACTORS AND SUBCONTRACTORS OF ANY TIER, OWNER/OPERATORS OF ANY SITE, AND BUYER'S DIRECTORS, OFFICERS, OWNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, PARENT, AFFILIATES, AND SUBSIDIARIES, DIRECT AND REMOTE, AS WELL AS BY INVITEES OR GUESTS OF ANY OF THE FOREGOING OR INDIVIDUALS OR ENTITIES (hereinafter the "BUYER GROUP") FROM AND AGAINST ANY AND ALL CLAIMS, LIENS, DEMANDS, CAUSES OF ACTION, LIABILITIES OF EVERY KIND AND CHARACTER, AND DAMAGES

(INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES), ON ACCOUNT OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE THAT MAY BE MADE OR ASSERTED BY CONTRACTOR, CONTRACTOR'S SUBCONTRACTORS OF ANY TIER, OR CONTRACTOR'S OR ITS SUBCONTRACTORS' RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, AS WELL AS INVITEES OR GUESTS OF ANY OF THE FOREGOING INDIVIDUALS OR ENTITIES ARISING OUT OF, RESULTING FROM OR IN ANY WAY INCIDENTAL TO, DIRECTLY OR INDIRECTLY, TRANSACTIONS SUBJECT TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO THOSE ACTUALLY OR ALLEGEDLY CAUSED BY THE FAULT OR STRICT LIABILITY OF THE BUYER GROUP, THE UNWORTHINESS OF ANY VESSEL, CRAFT OR PLATFORM, OR THE SOLE OR CONCURRENT NEGLIGENCE OF ONE OR MORE MEMBERS OF THE BUYER GROUP). This indemnification obligation shall be supported by insurance to be provided by Contractor with policy limits equal to the lesser of (1) the limits of liability prescribed for Comprehensive General Liability insurance herein, or (2) the maximum amount which may be required by law, if any, without rendering this mutual indemnification obligation void, unenforceable or otherwise inoperative. The insurance provided in support of these indemnity obligations shall, however, in no way limit Contractor's indemnity obligations hereunder save and except to the extent necessary, if any, to prevent said indemnification obligations from being declared void, unenforceable or otherwise inoperative.

11.2. BUYER'S INDEMNIFICATION OF CONTRACTOR AND OTHERS. BUYER AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CONTRACTOR, CONTRACTOR'S CONTRACTORS AND SUBCONTRACTORS OF ANY TIER, AND CONTRACTOR'S DIRECTORS, OFFICERS, OWNERS, EMPLOYEES, AGENTS, PARENT, AFFILIATES AND SUBSIDIARIES, DIRECT AND REMOTE AS WELL AS INVITEES OR GUESTS OF ANY OF THE FOREGOING INDIVIDUALS OR ENTITIES (hereinafter the "CONTRACTOR GROUP") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITIES OF EVERY KIND AND CHARACTER AND DAMAGES (INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES), ON ACCOUNT OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE THAT MAY BE MADE OR ASSERTED BY BUYER, BUYER'S THIRD-PARTY CONTRACTOR'S AND SUBCONTRACTORS OF ANY TIER, OR BUYER'S DIRECTORS, REPRESENTATIVES, OFFICERS, EMPLOYEES OR AGENTS, ARISING OUT OF, RESULTING FROM OR IN ANY WAY INCIDENTAL TO, DIRECTLY OR INDIRECTLY, TRANSACTIONS SUBJECT TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO THOSE ACTUALLY OR ALLEGEDLY CAUSED BY THE FAULT OR STRICT LIABILITY OF THE CONTRACTOR GROUP, THE UNWORTHINESS OF ANY VESSEL, CRAFT OR PLATFORM, OR THE SOLE OR CONCURRENT NEGLIGENCE OF ONE OR MORE MEMBERS OF THE CONTRACTOR GROUP). This indemnification obligation shall be supported by insurance to be provided by Buyer with policy limits equal to the lesser of (1) the limits of liability prescribed for Comprehensive General Liability insurance herein, or (2) the maximum amount which may be



required by law, if any, without rendering this mutual indemnification obligation void, unenforceable or otherwise inoperative. The insurance provided in support of these indemnity obligations shall, however, in no way limit Buyer's indemnity obligations hereunder save and except to the extent necessary, if any, to prevent said indemnification obligations from being declared void, unenforceable or otherwise inoperative.

11.3. INDEMNITY AGAINST THIRD PARTY CLAIMS. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE BUYER GROUP FROM AND AGAINST ANY AND ALL CLAIMS, LIENS, DEMANDS, CAUSES OF ACTION, LIABILITIES OF EVERY KIND AND CHARACTER, AND DAMAGES (INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES) ARISING OUT OF ILLNESS, BODILY INJURY, DEATH, PROPERTY LOSS OR DAMAGE SUFFERED BY ANY THIRD PARTY TO THE EXTENT ATTRIBUTABLE TO THE FAULT OR NEGLIGENCE OF CONTRACTOR GROUP. LIKEWISE, BUYER AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE CONTRACTOR GROUP FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND LIABILITY OF EVERY KIND AND CHARACTER ARISING OUT OF ILLNESS, BODILY INJURY, DEATH, PROPERTY LOSS OR DAMAGE SUFFERED BY ANY THIRD PARTY, TO THE EXTENT ATTRIBUTABLE TO THE FAULT OR NEGLIGENCE OF BUYER GROUP. FOR PURPOSES HEREOF, A "THIRD PARTY" IS DEFINED AS ANY PERSON OR ENTITY OTHER THAN THOSE IN THE BUYER GROUP OR CONTRACTOR GROUP.

11.4. Anti-Indemnity Statutes. In the event this Agreement is subject to the indemnity limitations of any state anti-indemnity statute (including, but not by way of limitation, Chapter 127 of the Texas Civil Practices and Remedies Code or any successor statute), and so long as such limitations are in force, each Party covenants and agrees to support the mutual indemnity obligations contained in this Section 13 by carrying insurance (or qualified self-insurance) of the types and in the amounts not less than those required herein.

11.5. New Mexico Oilfield Anti-Indemnity Act. Notwithstanding anything to the contrary herein, if and to the extent that the indemnity obligations of this Agreement are deemed unenforceable by New Mexico Statutes § 56-7-2, each Party agrees to defend, protect, indemnify, and hold harmless the other Party from and against any and all claims of every kind and character arising in connection herewith in favor of any person or entity, including the Parties, on account of bodily injury, personal injury, illness or death, or damage to or loss of such person's or entity's property to the extent of each Party's own respective legal liability.

11.6. Each party hereby waives the right to and releases the other party's Group from the releasing Party's indirect, incidental, consequential, punitive and exemplary damages, loss of profit, lost opportunity or business interruptions, however same may be caused arising out of or related to this Agreement or the Work, REGARDLESS OF FAULT. Contractor agrees to release, indemnify, defend and hold Buyer harmless against all liabilities, claims or demands for injuries or death to any person or damage or destruction of any property arising out of or

resulting from Contractor's acts or omissions in the performance of the Order, including injuries or death of Contractor personnel or damage or destruction of Contractor property. The liability of Contractor shall not be limited by the insurance required to be maintained under the Order.

12. GOVERNING LAW

The laws of the State of Texas shall govern the validity and interpretation of the Order and the rights of the Parties hereunder. The Parties agree that the venue for any action arising out of the Order shall be in any state or federal court located in Harris County, Texas.

13. CONFIDENTIALITY

All drawings, specifications, plans, data, or other written or oral material furnished by Buyer to Contractor, and all copies thereof, shall remain the property of Buyer, and all such material and copies shall be returned to Buyer on demand. The information disclosed in such drawings, specifications, plans, data or other written material shall not be disclosed to third parties or used by Contractor other than in connection with this order without Buyer's prior written consent, except to the extent that such information is in the public domain or was in Contractor's prior possession without obligation of secrecy. These obligations of confidentiality shall continue for fifteen (15) years from the Order date or until the information no longer qualifies for trade secret protection under applicable law, whichever is longer. All such information and specifications shall be returned upon demand of the Buyer.

14. AUDIT RIGHTS AND ACCESS

For purposes of permitting verification by Buyer of any amounts paid to or claimed by Contractor, Contractor shall keep and preserve for not less than two (2) years, in accordance with generally accepted accounting practices, books, records and accounts pertaining to the Order, and make such records available as necessary for an accurate audit by Buyer or its agent or representatives. If an audit indicates errors in Contractor's invoices, Contractor shall promptly refund any overpayments to Buyer.