



1. Agreement, Changes or Amendments

This Purchase Order shall constitute the complete and exclusive agreement between Buyer and Seller to purchase the goods and/or services described herein, hereinafter ("Work.") The terms and conditions, including any additional provisions attached to or incorporated herein by reference, shall constitute the entire contract between Buyer and Seller regarding the subject matter herein. It is expressly understood that Seller's acceptance of this Purchase Order, by execution, performance or otherwise, is upon and subject to the terms and conditions hereof, and that any additional or different terms and conditions proposed or expressed by the Seller are null and void unless specifically agreed to in writing by Buyer.

2. General Warranties

a. Seller represents and warrants that (i) it has the power, authority and right to enter into the Purchase Order and to carry out and perform the terms hereof; (ii) the Work shall be performed or supplied in a good and workmanlike manner, in accordance with all specifications and drawings, if any, for the Work set forth in the Purchase Order and in accordance with accepted industry practices prevailing at the time and place where the Work is being rendered/supplied; and (iii) any materials furnished under the Purchase Order are (a) free from liens and encumbrances, (b) free from defects in material, design (to the extent such design is performed by Seller or its Suppliers as part of the Work) and workmanship, (c) in compliance with all specifications for materials set forth in the Purchase Order and (d) new and have not been previously used, unless otherwise specified in the Purchase Order.

b. Correction. If prior to final completion of the Work under the Purchase Order or within one (1) year thereafter, Buyer shall reasonably determine that: (i) Seller has not performed the Work, including provision of materials, in accordance with the warranties set forth in this Section, or (ii) Seller has made an error or omission in the performance of the Work, then Seller, at its own expense, shall promptly undertake and complete such corrective action and shall reimburse Buyer for costs and expenses, including but not limited to materials, as is necessary to remedy the error, omission or non-conformance. If Seller does not complete such required corrective action within five (5) days following receipt of written notice from Buyer that such corrective action is required, then Buyer may (in addition to any other rights under the Agreement, at law or in equity) correct such error, omission or non-conformance, and Seller shall be liable to Buyer for all costs and expenses incurred by Buyer in connection with such corrective action. Notwithstanding the foregoing, if any error, omission or non-conformance materially affects the use of the facilities or presents an imminent threat to the safety or health of any person, Buyer may take corrective action immediately without giving such written notice to Seller, and Seller shall be liable to Buyer for all costs and expenses incurred by Buyer in connection with such corrective action and arising out of or relating to the error, omission or non-conformance. Seller shall pay Buyer on demand all costs and expenses for which Seller incurs or is liable under this Section. No acceptance or payment by Buyer shall constitute a waiver of any of the foregoing warranties or Seller's obligations hereunder. This warranty is in addition to any other warranties provided by law.

c. Assignment of Warranties. All manufacturer's warranties and remedies applicable to materials shall be assigned and transferred to Buyer upon final completion of the Work under the Purchase Order, and Seller agrees to fully assist and cooperate with Buyer in the enforcement of such warranties, provided, however, no such warranty shall in any way relieve Seller from its obligations to Buyer.

3. Buyer's Right to Terminate

Buyer has the right to terminate this Purchase Order in whole or in part at any time by written notice to Seller. In such event, Seller may claim only properly supported out-of-pocket costs plus a reasonable amount of demonstrable overhead for work already performed, all to be determined in Buyer's discretion. For specially made products unique to

this Purchase Order, any partially completed work or raw materials whose full costs are included in the aforesaid termination charges shall be identified in writing and held by Seller for disposition in accordance with Buyer's written instructions. The foregoing notwithstanding, Buyer reserves the right to cancel all or any part of the undelivered portion of this Purchase Order, without liability, in addition to Buyer's other rights and remedies, if Seller breaches any of the terms and conditions of this Purchase Order.

4. Assignment and Severability

This Purchase Order shall not be assigned by either party without the prior written consent of the other party except that it may be assigned without such consent to subsidiaries, affiliates or to any surviving corporation of a merger with Buyer. In case any one or more of the provisions contained in this Purchase Order shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions herein and this Purchase Order shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein. In the event any act required under this Purchase Order is inconsistent with or penalized or prohibited under applicable law, the party obligated to perform such act shall be excused from such performance and the Purchase Order construed as if such obligation had never been set forth herein.

5. Title, Risk of Loss, and Title Claims

Title and risk of loss and damage shall pass, from Seller to Buyer upon delivery and acceptance of Work by Buyer or Buyer's representative at the designated destination. Seller warrants title to the Work sold hereunder free of all encumbrances. Seller agrees to pay off and satisfy all claims made in connection with the Work sold hereunder and agrees to indemnify, protect and save Buyer harmless from and against all such claims.

6. Delays, Termination and Force Majeure

Seller agrees to notify Buyer of any matter which could delay the timely performance of this Purchase Order. If Seller fails to make the necessary progress with the performance of this Order or to make deliveries within the time specified in this Order, Buyer may terminate this Purchase Order, or such part or parts hereof as to which there has been a delay without liability to the Seller.

7. Relationship of Parties

Seller shall be an independent contractor and shall not be deemed for any purpose to be an agent, servant, or representative of Buyer. Buyer shall have no direct control of Seller, its agents, or subcontractors in the delivery of the Work hereunder. Seller shall be solely responsible for performance of and shall control all of the details necessary to comply with its obligations under this Purchase Order in a manner consistent with all applicable safety, health, environmental and industry practices and procedures. Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.

8. Governing Law and Compliance

The Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law principles. Application of the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded. The Parties consent to personal jurisdiction in any action brought in any court, federal or state, within Montgomery County, Texas, having subject matter jurisdiction arising under the Agreement and with respect to any such claim the Parties irrevocably waive, to the fullest extent permitted by Applicable Law, any claim, or any objection they may now or hereafter have, that venue is not proper. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY AND ALL CLAIMS OR RIGHTS THAT SUCH PARTY MAY HAVE TO ANY TRIAL BY JURY ON ANY ISSUE ARISING OUT OF ANY LITIGATION OR DISPUTES OR CLAIMS UNDER THE AGREEMENT OR ANY PURCHASE ORDER, SUCH PARTY INTENDING TO WAIVE AND FOREVER RELINQUISH ANY RIGHT UNDER APPLICABLE LAW PROVIDING FOR A RIGHT OF TRIAL BY JURY.

9. Inspections and Waiver

All material covered by this Purchase Order shall be subject to final inspection and acceptance at destination, notwithstanding any prior payment or inspection. Acceptance of all or any part of the Work shall not be deemed to be a waiver of Buyer's rights under this Agreement. Waiver by either party of a right or default under this Purchase Order shall be in writing, and any such waiver shall not be deemed a waiver of any subsequent right or default, whether of a similar nature or otherwise.

10. Use of Buyer's Name

Seller agrees that it will not use Buyer's name in promotional material without Buyer's prior written consent.

11. Indemnification

Seller agrees to indemnify and save harmless the Buyer, its agents, servants and employees from and against any and all expense, loss, damage, liability and attorney's fees which it incurs for any and all damage or injury of any kind or nature whatever (including death) to all persons, (including those employed by Seller) or property which is caused by, results from, arise out of or occurs in connection with the performance by Seller, or any subcontractor of Seller of this order regardless of the fault or negligence or alleged strict liability on the part of Buyer. Upon demand, Seller agrees to assume on behalf of the Buyer the defense of any action, at law or in equity, which may be brought against Buyer upon any such claim and to pay on behalf of the Buyer the amount of any settlement or the amount of any judgment that may be entered against the Buyer in any such action.

12. Set-Off Provision

In the event Seller shall fail in any way to perform hereunder, Buyer may offset, as appropriate, any performance or payment due by Buyer under this or any other agreement between the parties. Additionally, Seller's failure to issue its invoice within thirty (30) days of service shall render the invoice null and void and Buyer's obligation to pay said invoice is in Buyer's sole discretion.

13. Buyer's Premises and Insurance Requirements

All persons or equipment entering Buyer's property at the direction of the Seller shall be servants and the responsibility of the Seller not the Buyer. All such persons who enter onto Buyer's property shall observe all safety, health, security, environmental and traffic regulations and all of Buyer's safety, health, security, environmental and traffic policies.

13.1 During the term of this Purchase Order, Seller will maintain the following insurance coverage, all on an occurrence basis except as noted below, with insurers rated at least A-, VII by AM Best or at least A by Standard & Poor's, meeting all requirements of any applicable laws or statutes or appropriate governing bodies and with limits not less than the amount specified:

13.1.1. Workman's Compensation Insurance as required by law and regulations applicable to and covering employees of Seller engaged in performance of the Work.

13.1.2. Automobile Liability Insurance including non-owned and hired vehicle coverage with limits of liability of not less than \$1,000,000 bodily injury and \$1,000,000 property damage for each occurrence.

13.1.3 Comprehensive General Liability Insurance including products/completed operations with limits of liability of not less than \$1,000,000 (Each Occurrence), \$1,000,000 (Fire Damage) \$5,000 (Med Expense), \$1,000,000 (Personal & Adv Injury), \$2,000,000 (General Aggregate), \$2,000,000 (Products). The insurance required shall provide coverage for, among other risks, the contractual liability assumed under the indemnification provision set forth in this Agreement.

Each policy shall be endorsed to provide Waiver of Subrogation rights in favor of Buyer (and Buyer's customer, if applicable) and an additional insured endorsement in favor of the Additional Insured. Nothing contained in these provisions relating to coverage and amounts set forth herein shall operate as a limitation of Seller's liability in tort, contract or any other theory of recovery.

In the event that Seller fails to provide the



foregoing minimum insurance or fails to maintain it through the duration and expiration of any notice period required hereinabove, SELLER SHALL FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS BUYER FOR ANY AND ALL CLAIMS AND SUMS DUE, INCURRED BY OR ASSESSED AGAINST ANY OF THE INDEMNITEES THAT OTHERWISE WOULD HAVE BEEN COVERED BY THE FOREGOING INSURANCE HAD THE FOREGOING MINIMUM INSURANCE POLICIES AND LIMITS BEEN IN PLACE, EFFECTIVE, AND TREATED INDEMNITEES AS ADDITIONAL INSUREDS.

13.2: Seller shall be solely responsible for any and all deductibles in the policies described above. In any event, Seller's liability shall not be limited to the insurance required hereunder, nor to the amounts thereto, nor because of any exclusion from coverage in any insurance policy.

13.3: To the greatest extent allowed by law, Seller will cause its insurers to waive rights of subrogation on all policies, and Seller hereby agrees to waive its rights of recovery on all policies.

13.4: General Liability, Automobile Liability, and Excess Liability insurance policies required herein shall include Buyer, Buyer's affiliates, their directors, officers, employees and agents as additional insureds for claims related to the Work.

13.5: Seller's insurance shall be primary to any that might be carried by Buyer whose insurance, if any, shall be non-contributing.

13.6: Seller shall, if so requested, provide evidence of all insurances required herein, including any renewals thereof, and shall provide certificates with respect to the policies carried, together with any other relevant information Buyer may reasonably require.

13.7: Seller or its insurers shall be required to provide at least 30 days advanced written notice to Buyer of any cancellation, non-renewal or material change of any required coverage. Lapse or absence of any required insurance shall not relieve Seller of any liability.

13.8: In so far as Seller's insurance does not protect its sub-contractor(s) doing work hereunder, Seller shall, at no additional expense to Buyer, ensure that its sub-contractor(s) has reasonable and prudent insurance coverage and limits. Coverage from sub-contractors shall meet the requirements in Sections 13.3, 13.4 (excluding pollution requirement), 13.5, and 13.7. Certificates of same will be available upon request of Buyer. No sub-contractor shall be allowed on premises of Buyer without Seller having insurance of insurance from its sub-contractor.

14. Tax Clause

Buyer shall reimburse Seller for all taxes, other than taxes measured on Seller's income, for production or transportation of any material sold hereunder.

15. Intellectual Property Rights

Except where goods specified herein are made to Buyer's design, specification or instructions, Seller shall defend, indemnify and hold harmless Buyer, its successors, assigns, Sellers, and users of goods specified herein, against any and all claims, demands, loss, cost and liability arising out of or resulting from the actual or alleged infringement of any rights under patents, trademarks, copyrights, or trade secrets, or any litigation based thereon.

16. Confidentiality

This Purchase Order and all specifications, drawings, technical or marketing information revealed, directly or indirectly, to Seller in connection with this Order or resulting from work hereunder, shall remain the property of Buyer and shall be returned at Buyer's request and may not be used for any other purpose without Buyer's prior written consent. Seller agrees to hold the aforementioned information in confidence except where it can be shown to have been in the public domain prior to disclosure hereunder.

17. Packing, Shipment and Delivery of Goods

17.1 Packaging, shipment and delivery of all materials shall be in strict accordance with Applicable Law and the Agreement.

17.2. Seller shall: (i) efficiently and timely prepare materials for pick up by the transportation carrier; (ii) be responsible for proper packaging, labeling and preparation for shipment in full compliance with applicable law; (iii) include with each shipment or delivery a Material Safety Data Sheet for each item if required by applicable law; and (iv) include with each shipment itemized packing slips or other identifying documents. Seller shall not charge Buyer for packaging (including crating, lumber and other packaging materials) unless otherwise specified in the Purchase Order.

17.3. All shipments of materials shall be made "F.O.B. Destination". Partial shipments are not allowed unless expressly stated otherwise in the Purchase Order or otherwise authorized by Buyer. Freight shall be paid by Seller, at its sole expense, unless expressly stated otherwise in the Purchase Order.

17.4. Buyer reserves the right, regardless of whether or not payment has been made to reject and return, at Seller's risk and expense, any shipment of materials that may contain defective goods or otherwise fail to comply with the Agreement. Seller shall not substitute any materials specified by Buyer in the Purchase Order without Buyer's prior written approval.

18. Safety and Workplace Policies

Seller shall be responsible for providing a healthy and safe work place and working environment for Seller's employees/agents while this Purchase Order is active. Seller shall comply with all safety requirements imposed by Applicable Law for the safety of Persons or property, including the U.S. Department of Transportation requirements under 49 C.F.R. Parts 191, 192, 195 and 199, and shall conduct all activities in a safe and responsible manner. Seller shall provide all properly functioning personal protective equipment and other safety equipment as appropriate and necessary for the performance of the Work upon request. Seller shall also provide to Buyer its OSHA statistics and any annual updates thereto. If required by Buyer, Seller shall participate in Buyer's safety orientation program prior to commencing the performance of this Purchase Order. Seller shall immediately notify Buyer of any loss of or damage to property or injury to persons, including the employees of Seller and its Suppliers. Seller's failure to comply with the obligations set forth in this Section shall constitute a material breach of the Agreement.

19. Conflict of Interest

Seller shall not pay any fee, commission, rebate or anything of substantial value, to or for the benefit of any employee of Buyer, nor will Seller do any business with any company for the purpose of directly benefiting any employee of Buyer. Seller shall use its best efforts to prevent any of its employees from engaging in any activities contrary or detrimental to the best interests of Buyer.

20. Compliance (a) Unless exempt, Seller and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a) (for women and minorities), 60-300.5(a) (for protected veterans) and 60-741.5(a) (for individuals with disabilities). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion,

sex, national origin, protected veteran status or disability. In addition, if applicable, the provisions of 41 CFR § 61-300.10 (veterans' employment reports) and provisions of 29 CFR Part 471, Appendix A to Subpart A (posting notice of employee rights) are incorporated by reference as terms and conditions herein and are binding on Seller and its subcontractors.

(b) Buyer has a zero tolerance policy towards bribery and corruption. Seller agrees that in connection with this Purchase Order, it and its Related Parties will comply with all applicable anti-bribery and corruption and anti-money laundering laws and regulations, including those under the U.S. Foreign Corrupt Practices Act, UK Anti-Bribery Act, and any applicable local laws, and will not offer, give or agree to give any person whosoever, or solicit, accept or agree to accept from any person, either directly or indirectly, anything of value in order to obtain, influence, induce or reward any improper advantage (the "Anti-Corruption Obligation"). For the purpose of this clause, Seller's "Related Parties" means its affiliates, subcontractors, suppliers, agents, intermediaries, and its and their directors, officers and employees. Seller agrees to procure that each of its Related Parties complies with this Section. Seller shall: (a) immediately report in writing to Buyer details of any breach of the Anti-Corruption Obligation; (b) ensure and monitor compliance with the Anti-Corruption Obligation; (c) make clear, in its dealings connected to Buyer, that it is required to act, and is acting, in accordance with the Anti-Corruption Obligation; and (d) permit Buyer to inspect, audit and make copies of any books and records of Seller relating to this Purchase Order and Seller's compliance with the Anti-Corruption Obligation (including through the appointment of an independent and internationally respected auditor). Buyer shall have the right to terminate this Purchase Order or suspend any goods and/or services or payments with immediate effect if Buyer reasonably believes that Seller has breached in any material respect any of the requirements set out in this Section.

21. Child Labor (i) In the provision of the goods or services under this Purchase Order or otherwise in its general operations, Seller shall not use nor permit the use of any child labor under any circumstances, regardless of the legality of the use of child labor in any relevant country. Further, Seller shall procure that no affiliate, subcontractor or other person acting for Seller in whatever capacity in the provision of the goods or services under this Purchase Order or otherwise in its general operations, shall use nor permit the use of any child labor under any circumstances, regardless of the legality of the use of child labor in any relevant country. (ii) Seller shall confirm in writing to Buyer its intention to comply with sub-clause (d)(i) above upon Buyer's request. (iii) Any failure by Seller to comply with sub-clauses (d)(i) or (d)(ii) above shall be deemed to constitute a material breach of this Purchase Order, entitling Buyer to terminate this Purchase Order upon written notice to Seller without liability to Seller, but without prejudice to Buyer's other rights and remedies under this Purchase Order or at law. (iv) Buyer may audit Seller to ensure compliance with this clause. (v) Child Labor is defined by the International Labour Organization Minimum Age Convention (C138, 1973).

22. The foregoing terms and conditions shall be superseded by any terms and conditions stated on the face hereof. Furthermore, in any conflict between these general terms and conditions and the provisions of any other contractual agreement between Buyer and Seller, the terms and conditions most favorable to Buyer shall prevail.

23. Seller's also agree to abide by Seller's Code of Conduct which is located at [www.hmttank.com](http://www.hmttank.com).