

**EQUIPMENT PURCHASE AGREEMENT
(SHORT FORM WITH INSTALLATION)**

THIS EQUIPMENT PURCHASE AGREEMENT ("Contract") is made as of the ____ day of _____, 20__, (the "Effective Date") by and between AM/NS Calvert LLC ("Buyer"), a Delaware limited liability company, with its principal place of business located at 1 AM/NS Way, Calvert, Alabama 36513 and _____ ("Seller"), a _____, with its principal place of business located at _____.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 "Certificate of Acceptance" means the written confirmation issued by the Buyer once the Work has satisfactorily been completed as required under this Contract.

1.2 "Claims" means any and all claims, actions, suits, demands, arbitrations and causes of action or other similar activity made, filed, done or attempted or submitted for or on account of any actual or alleged liabilities, losses, damages, fines, penalties, awards, judgments, decrees, orders, holdings, determinations, opinions, costs and expenses of every kind and amount whatsoever (including without limitation reasonable attorney's fees), on account of or as a result of any actual or alleged loss of, damage to or defect in property or any actual or alleged disease, illness or injury, including death, of one or more persons.

1.3 "Contract" means the entire agreement between the parties represented by the Contract Documents, which may be modified, amended, supplemented or restated from time to time.

1.4 "Contract Documents" shall consist of (i) the Equipment Purchase Agreement (this document), (ii) all Annexes, and (iii) any purchase order issued by Buyer to Seller for the Work.

1.5 "Contract Price" has the meaning set forth in Article 5 herein.

1.6 "Contractor" means the Seller.

1.7 "Environmental Requirements" has the meaning set forth in Owner's Site Rules and all laws, rules and regulations relating to the environment, environmental conditions, industrial hygiene, animal or plant life, health or safety, employee safety, or the use, storage, treatment, generation, transportation, processing, handling, production, disposal, emission, discharge, release or threatened release of Hazardous Material(s) or hazardous substances, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act of 1976, the Hazardous Materials Transportation Act, the Federal Water Pollution Control Act, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Safe Drinking Water Act, the Federal Emergency Planning and Community Right-to-Know Act of 1986, the Resource Conservation and Recovery Act, and the Federal Insecticide, Fungicide, and Rodenticide Act.

1.8 "Equipment" means all equipment, machines, parts, components and/or spare parts as stipulated within the Seller's scope of supply and work, that are necessary to complete the scope of the Contract.

1.9 "Final Acceptance" has the meaning set forth in Section 13.3.

1.10 "Hazardous Material" shall mean petroleum or petroleum products, radioactive materials, and any hazardous substance, material, or waste which is defined or listed or regulated by any local, state, or federal governmental authority including, without limitation, (i) any material or substance which is (A) designated as a "hazardous substance" under the Federal Water Pollution Control Act, 33 U.S.C. §1251 et. seq., (B) defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et. seq., (C) identified as "hazardous constituents" in 40 CFR, Part 261, Appendix VIII, or (D) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et. seq., and (ii) polychlorinated biphenyls, asbestos, or any other substance subject to the National Emissions Standard for Hazardous Air Pollutants as found in 40 CFR 61.

1.11 "Intellectual Property" has the meaning set forth in Section 19.1.

1.12 "Intellectual Property Rights" has the meaning set forth in Section 19.1.

1.13 "Laws" has the meaning set forth in Section 3.1.

1.14 "Owner" means the Buyer.

1.15 "Owner Indemnitees" means Owner, the members of Owner, and any person or entity directly or indirectly controlling, controlled by, or under common control of Owner or the Members of Owner, including each of their respective directors, officers, employees, and agents.

1.16 "Owner's Site Rules" shall mean Owner's (i) "Contractor Safety & Health Field Manual", (ii) "Occupational Health and Safety Requirements" and (iii) "Site Environmental Requirements", which are incorporated herein by reference and accessible at <https://northamerica.arcelormittal.com/am-ns-calvert-supplier-portal>, and as amended from time to time by Owner.

1.17 "Parties" means the Buyer and the Seller.

1.18 "Project" means the Buyer's steel processing plant located in Mobile County, Alabama, and all related production and auxiliary equipment and other infrastructures and buildings from time to time located on or adjacent to the Project Site and owned and operated by Buyer, its subsidiaries or affiliates.

1.19 "Project Site" means the physical location of the Project.

1.20 "Scope of Work" has the meaning set forth in Section 2.1.

1.21 "Subcontractor" means any person or entity (to whatever tier), other than the Seller, used by the Seller for the supply of any part or for any services or work relating to the Equipment, and any person or entity to whom any part of the Contract has been subcontracted by the Seller, but not any assignee of the Subcontractor. The term Subcontractor also shall include suppliers, sub-suppliers and sub-consultants of Seller, and other similar designations.

1.22 "Technical Documentation" means all data, information, designs, drawings, specifications, diagrams, documents and manuals required under the Contract and/or, in the reasonable opinion of the Buyer, which are necessary for the installation, operation, maintenance and repair of the Equipment and for the proper training of the Buyer's operational and maintenance personnel.

1.23 "Warranty Period" shall have the meaning set forth in Section 14.3 herein.

1.24 "Work" means the design, manufacture, equipment, and/or installation and other services required by the Contract Documents, whether it is fully completed or partially completed, and includes all labor, materials, equipment and services provided by the Seller to fulfill the Seller's obligations under the Contract Documents.

Other terms defined and employed elsewhere in the Contract, including the Annexes attached to this Contract shall, except where the contrary is specifically indicated, have the meaning ascribed to them elsewhere in this Contract.

ARTICLE 2 - SCOPE OF WORK AND GENERAL REQUIREMENTS

2.1 Scope of Work. The "Scope of Work" of this Contract includes all Work required in the Contract Documents. Annex C Scope of Work provides a detailed description of the Work. The Seller shall carry out and perform all Work necessary to furnish and deliver the Equipment to the location specified in Annex C Scope of Work in a finished state suitable for the intended use, as specified and in accordance with the Contract. All items of accessory, fitting, sundry apparatus and labor, whether specified in detail herein or not, which are necessary for the completion of the Seller's obligations under the Contract, shall be considered as part of the Scope of Work by the Seller. Seller shall deliver the Work in accordance with the terms of this Contract.

2.2 Standard of Performance. All Work shall be in conformity with the latest applicable and widely recognized industry standards or practices and state-of-the-art materials and components as of the date of this Contract unless otherwise specified under the Contract. Seller shall have a project quality control manager to ensure and verify that the quality of the Work meets the requirements of this Contract, including but not limited, following the procedures and requirements set forth in Annex G Quality Assurance.

2.3 Experience; Qualifications. Seller represents, warrants and covenants that it and its Subcontractors are and will continue to (i) be fully experienced, qualified and licensed to perform the Work and all of their respective obligations under this Contract; (ii) possess the necessary approvals, knowledge, skills and experience with similar work, to render the Work pursuant to the terms of this Contract; (iii) have the financial and technical capability to satisfy their respective obligations hereunder; and (iv) be properly equipped, financed, and organized to perform the Work. Seller shall have the status of an independent contractor maintaining the complete control over its employees and its Subcontractors.

2.4 Training. Except as may otherwise be provided in Annex C Scope of Work, the Seller shall provide training and instruction of Buyer's operating staff before and during operation, maintenance and repair, in such a manner such that the Buyer's operating staff is able to operate and maintain the Equipment independently and properly.

2.5 Spare Parts. Except as may otherwise be provided in Annex C Scope of Work, Seller confirms that spare parts for the Equipment will be available at reasonable prices through Seller or the parts manufacturer for a ten (10) year period following Final Acceptance (reasonable prices shall be

prices that are substantially similar to prices for such part at the date of this Contract, as adjusted for normal inflation affecting all parts generally).

2.6 Seller Personnel. Seller shall provide an adequate number of qualified employees and competent supervisory staff, craftpersons and other personnel to perform the Work on a timely basis. Upon Buyer's request, Seller shall remove an employee or Subcontractor from the performance of the Work for incompetence or failure to cooperate. Seller shall take full responsibility for its own relations with its own employees and Subcontractors. Seller will endeavor to maintain continuity of its key personnel throughout all phases of the Work, and will give prompt written notice to Buyer of any changes or anticipated changes in its key personnel.

2.7 Business Entertainment Policy. The Seller represents and warrants that no representative of Buyer has received from or will be offered by the Seller any direct or indirect benefit arising from this Contract or the award thereof. Employees of the Buyer are not permitted to accept any gifts from vendors, customers or other business partners. Any gifts sent to the office or home of an employee are to be reported to his supervisor. Low value gifts sent to the Buyer or to the home of an employee are to be placed in general areas for the use of all employees. The name of company making this gift is to be removed in advance. The acceptance of dinner invitations by vendors, customers or other business partners is not permitted unless pre-approved by a Buyer executive. Invitations for business lunches are acceptable if held in a reasonable environment and if approved in advance by the employee's supervisor / executive. Invitations for other types of entertainment, for example to golf tournaments, are not permitted unless pre-approved by a Buyer executive.

2.8 Logistics. Contractor agrees to comply with Owner's logistics requirements set forth on Annex R Logistics.

ARTICLE 3 - PERMITS, LAWS, RULES, AND RELATED MATTERS

3.1 Compliance with Laws and Code Requirements

(a) The Seller shall keep itself fully informed of and shall fully comply, and shall cause its Subcontractors to fully comply, with all laws in connection with the Work performed under this Contract, including without limitation, environmental laws, occupational safety and health laws, ordinances, rules, codes, orders, regulations, permits and other binding determinations of any government or governmental authority, department or agency having jurisdiction relating to the Seller's or a Subcontractor's presence on the Project Site, supply of Equipment, performing services, the conduct of its business, the Project Site or any other matter relating to this Contract (collectively, the "Laws"). Evidence of compliance with the Laws will be furnished by the Seller to Buyer at such times as Buyer may reasonably request. This also includes, without limitation, obtaining or making all approvals and filings, complying with country of origin requirements under the United States-Mexico-Canada Agreement (USMCA) and any other duty preference programs, and, upon request, Seller will submit to Buyer evidence of such compliance. If equipment or parts purchased by Seller under this Contract are manufactured in a country other than the United States of America, Seller will mark the equipment "Made in [country of origin]". In accordance with U.S. Customs Law, markings shall be permanent as the nature of the product will permit and located in a conspicuous place, easily available to U.S. Customs inspection upon arrival in the United States. If such equipment is of a nature whereby marking is impossible, a securely affixed tag with country of origin named shall suffice. At Buyer's request, Seller shall certify in writing its compliance with this provision. Seller agrees to indemnify and hold Buyer harmless from and against any liability claims, demands, fines, penalties or expenses arising from or relating to Seller's noncompliance with this section. If Seller retains Subcontractors to perform work or provide products in connection with this Contract, the Seller will use only Subcontractors that will adhere to the requirements

of this section. The Seller shall monitor Subcontractor's compliance. Failure by Seller to adhere to this provision shall be a material breach of this Contract and Buyer shall have the right to immediate termination of the Contract without liability.

(b) The Seller shall promptly notify Buyer if: (a) it or any Subcontractor is served with notice of a material violation of any Laws; or (b) Seller becomes aware that the Equipment is not in compliance with applicable Laws.

(c) Upon Buyer's request, Seller will furnish it with a certificate satisfactory in form to Buyer that Equipment furnished by Seller and/or its Subcontractors in performance of this Contract was produced in full compliance with the requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and the regulations and orders of the U.S. Department of Labor.

(d) Before and at the time Equipment is shipped, Seller shall give Buyer sufficient warning in writing (including, without limitation, appropriate labels on all Equipment, containers, and packing, and including, without limitation, disposal and recycling instructions, material safety data sheets and certificates of analysis) of any restricted or Hazardous Material in accordance with all applicable Laws, that is an ingredient or part of the Equipment, together with any special handling instructions that are needed to advise carriers, Buyer, and their subcontractors and employees how to take appropriate measures while handling, transporting, processing, using or disposing of it or its containers and packing. In any case, the Seller will be liable for any consequences that might derive from non-compliance with the Laws including, but not limited to, in connection with the transport, handling, import or any other issues related to hazardous or restricted materials.

3.2 Equal Opportunity Employer. Seller certifies that it has a policy ensuring equal employment opportunity without regard to race, color, national origin, sex, age, religion, disability or veteran status, that it maintains no employee facilities segregated on the basis of any protected classification, and that it is not debarred or suspended from being awarded Federal or Federally assisted contracts.

3.3 Licenses and Permit. The Seller shall secure and pay for, and comply with, all permits, licenses, qualifications, governmental fees, and inspections necessary for the proper execution and completion of the Work, except to the extent Buyer expressly states in writing that a permit will be obtained by Buyer. Seller represents and warrants that at the time of submission of its quotation for performance of the Work, it and its Subcontractors were properly licensed and qualified to do business in all governmental jurisdictions in which the Work is to be performed and covenants to maintain such licensing and qualification throughout the term hereof (including the Warranty Period). Seller warrants that it is, and/or its Subcontractors are, as applicable and required, duly licensed as a general contractor in the State of Alabama in the classification(s) and with bid limits as required by the nature of the Work. Proof of such permits, certificates, or licenses shall be submitted to Buyer.

3.4 Non-Solicitation. Seller agrees that during the term of this Contract and for a period of six (6) months after the Final Acceptance of the Work, the Seller shall not, individually or on behalf of any other person or entity, directly or indirectly, hire, or solicit or encourage (including, but not limited to, raising wage rates or benefits for the purpose of encouraging other workers to leave their employment) any officer or employee of any design professional, contractor, subcontractor or supplier on the Project, who personally spent more than 10% of his or her annual average working time over the last twelve (12) calendar months working on any part of the Project, to leave his or her employment, or provide names or other information about such parties' officers and employees to any person or company under circumstances which could lead to the use of that information for purposes of recruiting, hiring, soliciting

or encouraging any such officer or employee to leave the employment or service of any other contractor, subcontractor or supplier on the Project.

3.5 Labor Matters.

(a) The Seller shall at all times enforce strict discipline and good order among its employees and shall not employ in the performance of the Work any unfit person or anyone not skilled in the task assigned to him or her. Buyer shall have no authority to, on behalf of Seller or otherwise, hire, discharge, promote, suspend or otherwise discipline any Seller employee. Buyer shall have the right to refuse access to its property, for any reason, to any Seller or Subcontractor employee or agent, and Buyer shall have the right, at any time and for any reason, to have removed from its premises any person, including any employee or agent of Seller or Subcontractors. When directed by Buyer, Seller shall cause such employee or agent to be removed from Buyer's property.

(b) Seller agrees that it and its agents, employees and Subcontractors will at all times comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (as amended), and all other state or federal laws regulating the employment of aliens (including, but not limited to, those which make it unlawful for an employer to employ or continue to employ an alien knowing the alien is or has become unauthorized with respect to such employment or to fail to comply with the I-9 or E-Verify requirements), and any successor statutes, laws, rules and regulations (collectively, the "Immigration Laws"). Seller will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform any Work in connection with the Project. Furthermore, Seller will not knowingly allow any of its Subcontractors to employ or continue to employ any unauthorized aliens to perform any Work in connection with the Project. Prior to performing any work on the Project, Seller agrees to enroll and maintain enrollment in the federal work authorization program administered by the U.S. Department of Homeland Security commonly known as E-Verify or any subsequent replacement program (the "E-Verify program") and to utilize the E-Verify program during the performance of the Contract in accordance with the Immigration Laws. Seller will retain and make available for inspection by Buyer, or any authorized governmental agency, at the Project Site (and if requested provide a copy to Buyer), on the first day of employment or upon reasonable notice, a completed I-9 Employment Eligibility Verification Form and an E-Verify confirmation. Upon request, Seller will provide to Buyer any available copies of associated employment eligibility, identity, and work authorization documentation for each person that Seller employs on the Project Site. If Seller receives actual knowledge of the unauthorized status of one of its Project Site employees, or if Seller learns of facts that would lead a reasonable person to infer the unauthorized status of any Site employee, Seller will immediately remove that employee from the Project Site, inform Buyer, and shall require each Subcontractor to act in a similar fashion with respect to such Subcontractor's employees. Seller agrees to include a provision in all subcontracts requiring that each Subcontractor shall comply with the duties and responsibilities with regard to its employees that the Seller has agreed to in this section. Seller agrees to defend (at Buyer's option, and with counsel acceptable to Buyer), indemnify and hold harmless the Buyer Indemnified Parties as to any fines, damages and other liabilities of any kind, including, but not limited to, any damages resulting from work stoppages or delays, arising out of or relating to the breach of this section or noncompliance with any Immigration Laws by Seller or Subcontractors.

3.6 Slave Labor. Seller represents that neither it nor any of its Subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor in the supply of goods or provision of services under this Contract. At Buyer's request, Seller shall certify in writing its compliance with this provision. Seller agrees to indemnify and hold the Buyer Indemnified Parties from and against any liability claims, demands, fines, penalties or expenses arising from or relating to Seller's noncompliance of this section. If Seller retains Subcontractors to perform work on the Project, the Seller will use only

subcontractors that will adhere to the requirements of this Section. The Seller shall monitor its Subcontractors' compliance with this Section. Failure by Seller to adhere to this Section shall be a material breach of the Contract and Buyer shall have the right to immediate termination of the Contract for cause without liability to Buyer.

3.6 Owner's Site Rules. Seller and its Subcontractors shall at all times comply with Owner's Site Rules while working on Owner's site.

ARTICLE 4 - TIMING OF THE WORK

4.1 Time of Performance. Seller shall begin the Work and shall complete the Work at the times set forth in the Contract Documents and on Annex B Schedule and Milestone Dates. TIME IS OF THE ESSENCE as regards to Seller's performance of the Work and the time limits stated in the Contract.

4.2 Contract Schedule. Promptly after the execution of this Contract, Seller shall provide its schedule and will periodically update same and other necessary schedules in the interest of planning for the completion of the Equipment and Scope of Work in the most expeditious and economical manner, consistent with any milestone and completion dates set forth on Annex B. Seller shall comply with all progress reporting requirements reasonably requested by Buyer.

ARTICLE 5 - CONTRACT PRICE

The "Contract Price" is USD \$ [REDACTED] (in words: [REDACTED] and No/100 U.S. Dollars). The break-down of the Contract Price is set forth in Annex A1 Price Breakdown. The Contract Price is Seller's full compensation for the full and complete performance by Seller of all Work and compliance with all terms and conditions of this Contract. The Contract Price shall be inclusive of amounts due to Seller, including but not limited to, all taxes (subject to Article 21), duties, fees and other assessments of whatever nature imposed by governmental authorities and applicable to the performance of the Work and this Contract.

ARTICLE 6 - PAYMENT TERMS

6.1 Payments. All payments shall be made in accordance with the conditions stated hereunder. All payments under this Contract will be due within sixty (60) days after receipt by the Buyer of a proper invoice for such payment, and upon receipt by Buyer of all the respective documents and requirements herein with respect to such payment.

6.2 Terms of Payment. The Contract Price shall be paid in accordance with the conditions and proportions set forth in this Section 6.2.

(a) Advance Payment: An Advance Payment in the amount of USD \$ [REDACTED], which amount represents percent (%) of the price for the Equipment and the Technical Documentation, in accordance with the Contract Price breakdown schedule in the Annex A1 Price Breakdown, shall be paid by Buyer to Seller within sixty (60) days after receipt of the following documents:

(i) Pro-forma Invoice (one original and three copies) covering one hundred percent (100%) of the price for the Equipment and the Technical Documentation;

(ii) One (1) original and three (3) copies of Seller's commercial invoice covering percent (%) of the price for the Equipment and the Technical Documentation;

(iii) Standby Letter of Credit as Advance-Payment security in the amount of USD \$ _____, which amounts represents percent (%) of the price for the Equipment and the Technical Documentation, in accordance with the specimen enclosed in Annex K to this Contract; and

(iv) Standby Letter of Credit as Performance security on behalf of the Seller that the terms of the Contract shall be complied with in each and every particular instance in the amount of USD \$ _____, which amount represents percent (%) of the Contract Price, in accordance with the specimen enclosed in Annex K to this Contract.

(b) Payment against delivery of Technical Documentation: A total amount of USD \$ _____, which amount represents percent (%) of the price for the Technical Documentation, in accordance with the Contract Price breakdown schedule in the Annex A1, shall be paid by Buyer to Seller after all of the Technical Documentation has been delivered to the Buyer and within sixty (60) days after receipt of the following documents:

(i) One (1) original and three (3) copies of Seller's commercial invoice showing the % of the price for the Technical Documentation; and

(ii) A written statement duly signed by the Seller stating that all the Technical Documentation has been delivered.

(c) Payments against delivery of the Equipment, Commissioning and Acceptance:

(i) Delivery: An amount of USD \$ _____, which amount represents percent (%) of the price for the Equipment, in accordance with the Contract Price breakdown schedule in the Annex A1, shall be paid by Buyer to Seller after final delivery of the Equipment at the Project Site and within sixty (60) days after receipt of the following documents:

(A) One (1) original and three (3) copies of Seller's commercial invoice showing the percent (%) of the price for the Equipment, and showing the description, quantity, unit price, total amount and Contract Number;

(B) One (1) original and three (3) copies of the quality certificate(s) issued by the manufacturer(s) of the Seller or Seller's own workshop(s) and signed by Seller or Seller's representative;

(C) If applicable, all the relevant documentation which proves that the imported Equipment has been imported into the U.S.A. in compliance with applicable Laws;

(D) One (1) original and three (3) copies of one of the original of packing list identifying contents of each package; and

(E) One copy of the original Certificate of Delivery issued by the Buyer.

(ii) Commissioning: An amount of USD \$ _____, which represents percent (%) of the price for the Equipment, in accordance with the Contract Price breakdown schedule in the Annex A1, shall be paid by Buyer to Seller within sixty (60) days after receipt of and against presentation of the following documents:

(A) One (1) original and three (3) copies of Seller's commercial invoice(s) showing the **percent (%)** of the price for the Equipment, and

(B) One (1) copy of the original Commissioning Completion Certificate signed by Buyer.

(iii) Final Acceptance: An amount of USD \$_____, which amount represents **percent (%)** of the price for the Equipment and the price for the Technical Documentation, in accordance with the Contract Price breakdown schedule in the Annex A1, shall be paid by Buyer to Seller after Final Acceptance and within **sixty (60)** days after receipt of the following documents:

(A) One (1) original and three (3) copies of Seller's commercial invoice(s) showing the **percent (%)** of the price for the Equipment and the Technical Documentation;

(B) One (1) copy of the original Certificate of Acceptance signed by the Buyer; and

(C) Standby Letter of Credit as warranty security for **percent (%)** of the Contract Price in accordance with the specimen enclosed in Annex K. The Standby Letter of Credit for Warranty shall be in place for the Warranty Period.

(iv) Installation: An amount of USD \$_____, which amount represents **one hundred percent (100%)** of the price for the installation of the Equipment, in accordance with the Contract Price breakdown schedule in the Annex A1, shall be paid by Buyer to Seller on a monthly physical progress basis against the schedule, and within sixty (60) days after receipt of the following documents:

(A) One (1) original and three (3) copies of Seller's commercial invoice showing the percentage of completion of installation in accordance with the respective Certificate of Progress signed by the Buyer.

6.3 Right to Audit. Buyer and its representatives shall have the right to audit, copy and inspect any records and accounts of Seller relating to the payment obligations of Buyer for a period of one (1) year after the end of the Warranty Period.

6.4 Right to Withhold Payment. Buyer may withhold payment to such an extent as may be necessary to protect itself from loss on account of any of the following causes: (a) defective Work not remedied; (b) evidence indicating probable filing of claims by other parties relating to the Work; (c) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price; (d) reasonable evidence that the Work cannot be completed within the agreed upon time, and the unpaid balance would not be adequate to cover actual damages for anticipated delay; or (e) failure to carry out the Work in accordance with the Contract. Buyer, without waiver or limitation of any rights or remedies of Buyer shall be entitled from time to time to deduct any and all amounts owed by Seller to Buyer in connection with this Contract from any amounts due or owing by Buyer to Seller in connection with this Contract (or any other contract with Buyer).

6.5 Payment Not Acceptance. No payment made to the Seller, or partial or entire use of occupancy of the Work by the Buyer, shall be an acceptance of any Work not in accordance with the Contract.

6.6 Stand-By Letter of Credits; Bonds. Unless waived in writing by the Buyer, the Seller shall provide the following: (a) any advance payment from Buyer to Seller shall be secured by a Standby Letter of Credit for the amount of such advance payment (shall be valid until Final Acceptance); (b) a Standby Letter of Credit for the performance of the Contract in the amount of **percent (%)** of the Contract Price (shall be valid until Final Acceptance); (c) a Standby Letter of Credit for warranty claims in the amount of **percent (%)** of the Contract Price (shall be valid until expiration of the Warranty Period provided herein). The costs of all Standby Letters of Credit shall be paid by Seller and at no cost to Buyer. In lieu of the foregoing requirements, at the sole option of Buyer: (i) the Seller shall furnish payment and performance bonds, both of which shall be equal to one hundred percent (100%) of the Contract Price and such bonds shall remain in place until Final Acceptance; and/or (ii) upon Final Acceptance, Seller shall furnish Buyer with a warranty bond in the amount of ten percent (10%) of the Contract Price, which shall remain in effect through the Warranty Period. All standby letters of credit or bonds required hereunder shall be issued by a first class bank or surety acceptable to Buyer and in the form set forth in Annex K Specimens of Standby Letters of Credit, Bonds and Lien Waivers.

6.7 Lien Waivers. With each progress payment invoice submitted by Seller, Seller shall furnish partial lien waivers, releases and affidavits executed by Seller and its Subcontractors in the form set forth on Annex K, and with the Seller's invoice for final payment, Seller shall furnish final lien waivers, releases and affidavits executed by Seller and its Subcontractors in the form set forth on Annex K. Each invoice shall be accompanied by such further evidence as Buyer may request showing that all labor and materials furnished and equipment used during the period covered by any progress invoice or other invoice have been paid in full, and that the Work is not subject to liens or claims on account thereof. Buyer may withhold payment of invoices until Seller furnishes such evidence.

6.8 No Liens. This shall be a "no lien" project. Seller and Subcontractors shall not file any materialmen's or mechanics' liens, and they hereby waive all rights to such liens on the Project. Seller shall discharge at once, or bond or otherwise secure, to Buyer's satisfaction, all laborers', mechanics' or materialmen's liens, or any other lien, claim (including, without limitation, attorney's fees), charges, or encumbrances, of whatever kind which may be filed, asserted or maintained by any Subcontractors or any of their respective employees, agents, or vendors and subcontractors against the Work, or to the extent applicable to Seller, the Project, the Project Site, any other property of Buyer and/or any monies retained by Buyer or due or to become due from Buyer to Seller or to any Subcontractors or any of their respective employees, agents, or vendors and subcontractors arising out of Work performed by Seller or by such Subcontractors and/or out of materials, services or equipment furnished by Seller or by such Subcontractors, under or in connection with this Contract or in connection with the Work and the Project.

6.9 Security Interest. Buyer hereby reserves, and Seller hereby grants to Buyer, a security interest in the Equipment to the extent, and in the amount, of the payments made by Buyer to Seller under this Contract in advance of delivery of the Equipment. As used in this Section, "Equipment" includes the Equipment in its fully completed or partially completed form, and any and all subassemblies, component parts and/or materials which are acquired by Seller for use in the manufacture of the Equipment. Seller hereby authorizes Buyer, and agrees to assist Buyer upon request, in filing a financing statement or any other document necessary to enable Buyer to perfect and continue a security interest in the Equipment in which Buyer has a security interest. Seller agrees to segregate the Equipment in which Buyer has a security interest from Seller's other property and shall attach or affix thereto an identification specifying that the Equipment is the property of Buyer. Seller shall not permit any liens or encumbrances to be placed upon any such Equipment and shall cause any such liens or encumbrances to be promptly discharged.

ARTICLE 7 - DELIVERY AND TERMS OF DELIVERY

7.1 Delivery of Equipment. The Seller shall deliver the Equipment and the Technical Documentation on the basis **DDP Project Site** according to the INCOTERMS 2020 (ICC 2020) and unload the same at the Project Site at the location specified on Annex C Scope of Work. The Seller shall apply in writing to the Buyer for permission to deliver the Equipment or any part thereof four (4) weeks prior to readiness for shipment. No Equipment may be delivered without written permission from the Buyer. The Equipment shall be delivered to Buyer in accordance with the packing, marking and shipping requirements set forth on Annex H Packing, Marking and Shipping Requirements.

7.2 Title to Equipment. The title of ownership of any part of the Equipment will pass from the Seller to the Buyer upon arrival of the Equipment and/or part of Equipment on the Project Site; provided, however, to the extent Buyer makes any payments to the Seller for the Equipment or any other deliverable hereunder prior to delivery (through a progress payment), upon the making of any such progress payment, title to all such Equipment, including all materials, parts, work-in-process, documents or any other item acquired, produced or used in connection with the manufacture of the Equipment, whether now existing or hereafter acquired or arising, and the products and proceeds thereof (including insurance proceeds payable by reason of loss or damage thereto) shall forthwith vest in Buyer to the extent such payments are attributable to that portion of the Equipment. Buyer's interest in the Equipment shall be free and clear of all liens, claims, security interests or encumbrances of Seller and any other person or entity.

7.3 Risk of Loss. Notwithstanding the passage of title as set forth in Section 7.2, the Seller shall be responsible for the care of the Equipment and any portion or section thereof until Final Acceptance in accordance with the Contract, and the risk of loss shall be Seller's until Final Acceptance. In the event that any part of the Equipment shall suffer loss or damage while the Seller has responsibility for the care thereof, the same shall be made good by the Seller at Seller's sole cost and expense. Seller shall also be responsible for any equipment, components, tools, or other similar items entrusted or provided to the Seller by the Buyer, and any equipment, components, tools, and other items brought onto the Project Site by the Seller or Seller's Subcontractors.

ARTICLE 8 - DELIVERY OF DOCUMENTATION

Seller will provide Buyer, at no additional cost to Buyer, (i) operation, maintenance, and training manuals (written in the English language) in a form and content acceptable to Buyer, (ii) copies of all specifications relating to the Equipment, including but not limited to materials, components and assemblies comprising the Equipment, and layouts, drawings, list of spare parts, diagrams and models of the Equipment; (iii) any other Technical Documentation required to be delivered pursuant to the Contract; and (iv) Seller shall comply with the requirements of the technical documentation specifications set forth on Annex C. In addition, Seller shall promptly provide Buyer with all specifications relating to requirements necessary for the proper set up of the Equipment, including necessary floor loads to hold the Equipment, height, depth and width requirements, electrical, power, water, and heating requirements, and any and all other requirements necessary to properly and safely install, set up, maintain and operate the Equipment. The operating and maintenance manuals shall be in a comprehensive and functionally structured form that is required to allow comprehensive operation and maintenance of the Equipment. Notwithstanding the review by the Buyer of documents submitted by the Seller, the Seller shall be responsible for any errors, omissions or discrepancies therein. Seller shall promptly notify Buyer of any errors and inadequacies Seller or any Subcontractor has discovered in such documents.

ARTICLE 9 - INSTALLATION

9.1 General. The following provisions apply to the extent any portion of the Work is performed on the Project Site, and without limiting the applicability of other provisions of this Contract that apply to work on the Project Site.

9.2 Installation Services. Seller shall (i) furnish qualified technicians to effect the installation of the Equipment; (ii) meet with Buyer's personnel to assist Buyer in conducting various testing procedures relative to the functional capabilities and capacities of the Equipment; and (iii) assist in start up, try out and operator training as necessary with respect to the Equipment. Seller shall perform any commissioning and ensure that the Equipment meets any performance guarantees required in the Contract Documents.

9.3 Use of Buyer's Equipment. Seller shall provide all equipment, materials, tools and other supplies it needs for performance of the Work. In the event that Seller uses equipment, materials tools or supplies provided by Buyer ("Buyer Provided Equipment") in the performance of the Work, Seller shall abide by Buyer's policies, procedures and instructions in regard to the use thereof and shall not allow any employee or Subcontractor to use or operate such Buyer Provided Equipment unless such employee or Subcontractor is both trained and licensed for such use. Seller shall be solely responsible for and inspect and insure that any such Buyer Provided Equipment is in proper working order and suitable for the intended use of Seller or Subcontractor. Unless Buyer states otherwise, Seller shall be responsible for maintaining such Buyer Provided Equipment in the manner requested by Buyer during the time Seller utilizes such Buyer Provided Equipment. In the event that this Contract is terminated, Seller shall return within three (3) days after such termination to Buyer all such Buyer Provided Equipment in the same shape as such Buyer Provided Equipment were in when given to Seller.

9.4 Coordination with Other Contractors and Suppliers. The Seller shall coordinate the Work with its Subcontractors and other contractors or suppliers appointed by the Buyer which are executing work related to or relevant for the Equipment or any other activity relating to the Project, to ensure that the Work is correctly and timely executed and all interfaces are properly accounted for. The Buyer reserves the right to direct Seller to schedule the order of performance of its Work in such manner as not to interfere with the performance of other contracts of Buyer.

9.5 Environmental Requirements. While performing Work on the Project Site, Seller shall comply with all of Owner's Site Rules, and all rules adopted by Buyer in connection therewith. The Seller shall secure and pay for, and comply with, all environmental permits necessary for the proper execution and completion of the Work, except as otherwise directed in writing by the Buyer.

9.6 Foreign Trade Zone. Seller understands and agrees that Buyer's facility where the Work is to be performed under the Contract Documents has been or may be designated a Foreign Trade Subzone pursuant to 19 U.S.C. §81b. As such, all vehicles and persons entering or departing the Foreign Trade Subzone are subject to Buyer's inspection and Seller may be required to provide a general inventory of any and all tools, equipment, materials or merchandise passing in or out of the Foreign Trade Subzone during the course of the Work, but in particular, those items of equipment of a material nature such as compressors, welders, generators, etc. Seller further agrees to strictly comply with all requirements of the Foreign Trade Zones Act (19 U.S.C. §81a et seq.) and all rules, regulations, or laws of any kind relating to the Foreign Trade Zones Act which are now or hereafter prescribed by governmental authority to include, but not be limited to:

(a) Controlled vehicular plant entrance via the gate designated from time to time by Buyer. A vehicle pass shall be required for entrance at all times.

(b) Identification badges for all contractors. Identification badges must be clearly and visibly displayed while in the Foreign Trade Subzone.

(c) Compliance with all Buyer's safety/security regulations and requirements.

(d) Any and all Foreign Trade Subzone perimeter fence alterations shall not be permitted without prior written authorization of Buyer. Damages to perimeter fencing/gate/structural integrity shall be immediately reported to Buyer.

9.7 Safety. Seller shall strictly comply with Owner's Site Rules. Seller shall be solely responsible for and take necessary safety and other precautions to protect property and persons from damage, injury or illness arising out of the performance of the Work, Seller shall comply strictly with local, municipal, provincial, state and national laws, orders, and regulations pertaining to health or safety which are applicable to Seller or to the Work, including without limitation the Occupational Safety and Health Act of 1970 (84 U.S. Statutes 1590), as amended and any state plans approved thereunder, and regulations thereunder, to the extent applicable, and Seller warrants the materials, equipment and facilities, whether temporary or permanent furnished by Seller in connection with the performance of the Work shall comply therewith. At all times while any of Seller's employees, agents, Subcontractors or suppliers are on Buyer's premises, Seller shall be solely responsible for providing them with a safe place of employment, and Seller shall inspect the places where its employees, agents, Subcontractors and/or suppliers are or may be present on Buyer's premises or Buyer's affiliates' premises and shall promptly take action to correct conditions which are or may become an unsafe place of employment for them, and notify Buyer of such conditions. Seller shall act carefully and shall cause its Subcontractors, suppliers and employees to act carefully to avoid the risks of bodily harm to persons or damage to any property. Seller shall indemnify and save harmless Buyer, and its affiliates, officers, employees and agents from and against any and all claims, loss or liability in any manner arising out of Seller's failure to comply with this Article 9. Seller shall initiate and maintain such permits and programs as may be necessary to comply with requirements set forth by the Occupational Safety and Health Administration (OSHA) and any other local, state and federal regulations. If OSHA permits are not required to perform the Work, a letter shall be submitted to Buyer prior to commencement of the Work at the Project Site certifying that no permits are required.

9.8 Cleanup Requirements. Seller shall at all times keep its areas of the Project Site in a neat, clean and safe condition and remove from Buyer's premises, Buyer's affiliates' premises, and the vicinity thereof and properly dispose of all debris and rubbish caused by Seller's operations. All packing material related to Seller's Work must be collected and disposed of. Upon completion of the Work, Seller shall promptly return unused materials furnished by Buyer and remove from Buyer's premises and Buyer's affiliates' premises all of Seller's equipment, material, scaffolding and like items, leaving Buyer's premises and Buyer's affiliates' premises and the vicinity clean, safe and ready for use.

9.9 Failure to Maintain Work Area. In the event Seller shall fail to maintain its Work area as described above and in a manner satisfactory to Buyer, or to effect such cleanup or removal immediately after receipt of written notice to do so, Buyer shall have the right without further notice to Seller to perform such cleanup and remove such items on behalf of, at the risk of and at the expense of Seller. Buyer may store items removed at a place of its choosing on behalf of Seller and at Seller's risk and expense. Buyer shall promptly notify Seller of such place of storage. Seller shall promptly reimburse Buyer for the costs of such cleanup, removal and storage.

ARTICLE 10 - ENGINEERING, DRAWINGS AND MANUALS

10.1 Engineering. Unless otherwise provided in Annex C Scope of Work, the Seller shall be responsible for the engineering of the Equipment in accordance with the requirements of the Contract. The engineering services provided by Seller under this Contract shall meet the industry standards of professional care and skill ordinarily used by members of the engineering profession practicing under similar conditions on first class, state of the art projects, with respect to design and engineering, and incorporating the most advanced reliable technology and processes. If the Seller is required by the Contract or is instructed by the Buyer to comply with any detailed engineering provided by the Buyer, the Seller shall be responsible for the correct incorporation of such engineering unless within a reasonable period of time after receipt thereof Seller shall have given notice to the Buyer of any inadequacies, or time or cost impact, the Seller perceives in the engineering.

10.2 Meetings; Drawings. The Seller shall carry out the engineering and engineering liaison meetings to the extent necessary to comply with the engineering and quality standards required by this Contract, and such other meetings at the request of and at the location designated by the Buyer. The Seller shall submit to the Buyer for review all drawings, and other technical data or information, and the Buyer shall have the right to inspect all drawings produced by the Seller or any Subcontractor of any part of the Equipment.

ARTICLE 11 - ASSIGNMENT

11.1 Assignment. The rights of the Seller under this Contract may not be assigned and its obligations hereunder may not be delegated without the prior written consent of Buyer which consent may be withheld for any reason. Buyer may assign or collaterally assign, in whole or in part, its rights, interests and obligations hereunder without limitation (i) to any of its affiliates or to any lender for the Project or to their respective affiliates, and (ii) subject to Seller's prior written consent which shall not be unreasonably withheld or delayed, to any other person. Seller shall execute all consents and acknowledgments reasonably requested by Buyer to effect such assignments.

11.2 Subcontracting. The Seller shall not subcontract any part of the work under the Contract in contradiction to the Subcontractor list approved by Buyer in writing. The Seller shall be responsible for the acts, omissions, defaults and neglects of any and of each Subcontractor, its agents, servants and/or workmen as fully as if they were the acts, omissions, defaults or neglects of the Seller and/or its agents, servants or workmen. Seller shall ensure that its Subcontractors comply with the provisions of this Contract, insofar as they apply to the subcontracted Work or to the goods and materials to be supplied. All references herein to duties and obligations of Seller shall be deemed to pertain also to all Subcontractors, to the extent applicable. Nothing contained in this Contract shall create any contractual relationship between any Subcontractor and Buyer.

ARTICLE 12 - INSPECTIONS AND TESTING

12.1 Inspection and Test of Work. Seller shall, during the course of performance of the Work hereunder, without additional compensation, make or cause to be made all tests required by the Contract Documents. Seller shall furnish Buyer with documentation satisfactory to Buyer in every respect of the results of all inspections and tests. Buyer shall be given not less than five (5) working days notice of any tests to be made by Seller and its Subcontractors in order that Buyer may witness any such tests. All test protocols and procedures are to be reviewed and approved in advance by Buyer.

12.2 Right to Inspect. Buyer, as well as others as may be required by applicable laws, ordinances and regulations, shall have the right at all reasonable times to inspect the Work and all

material, supplies and equipment for the Work at Seller's and the Subcontractors' shops for conformance with the Contract. Seller shall provide, or cause to be provided access and sufficient, safe and proper facilities for such inspections. Neither the failure to make such inspection nor to discover defective workmanship, materials or equipment, nor approval of or payment to Seller for such Work, materials or equipment shall prejudice the rights of Buyer. Seller shall bear all costs of tests and inspections required by the Contract Documents, or by applicable laws, ordinances or regulations.

12.3 Uncovering Work and Restoration. If Seller covers any portion of the Work prior to any inspection or test provided for in the Contract, by Law, or an agreed upon inspection schedule, the cost of uncovering and covering the Work to allow for such inspection or test shall be borne by Seller. Re-examination of any of the Work may be ordered by Buyer. In the event of such re-examination, if any part of the Work is determined by Buyer to be defective, Seller shall not be reimbursed for uncovering, repair or corrective and restoration costs. If such Work is found to be in accordance with the Contract Documents requirements upon such re-examination, Buyer shall pay Seller the cost of uncovering and restoration.

ARTICLE 13 - ACCEPTANCE

13.1 Certificate of Completion; Certificate of Acceptance. When Seller deems the Work fully completed, including satisfactory completion of such inspections, tests and documentation as are specified in this Contract, Seller shall, within ten (10) working days thereafter, give a written "Certificate of Completion" of the Work to Buyer, specifying the Work completed and the date it was completed. After receipt of Seller's Certificate of Completion, Buyer may inspect the Work and either reject the notice of completion and specify defective or uncompleted portions of the Work, or give the Seller a written "Certificate of Acceptance" of the Work.

13.2 Correction of Defects. In the event Buyer rejects the Certificate of Completion and specifies defective or uncompleted portions of the Work, Seller shall within five (5) working days of such notification, provide for Buyer's review and approval, a schedule detailing when all defects will be corrected and/or the Work will be completed and shall proceed to remedy such defective and uncompleted portions of the Work. Thereafter, Seller shall again give Buyer a written Certificate of Completion of the Work, specifying a new date for the completion of the Work based upon the date such defective or uncompleted portions of the Work were corrected. The foregoing procedure shall apply again and successively thereafter until Buyer has given Seller written Certificate of Acceptance.

13.3 Final Acceptance. "Final Acceptance" shall not have occurred until (i) Seller has corrected all deficiencies related to the Equipment and Buyer has issued a "Certificate of Acceptance" which shall not be unreasonably withheld, (ii) Seller has provided all documentation pursuant to this Contract, (iii) Seller provides evidence satisfactory to Buyer, including lien waivers, releases and affidavits, as required in Article 6, that all of Seller's Subcontractors have been paid, and (iv) Seller has satisfied such other requirements as are specified in the Contract.

13.4 No Implied Acceptance. Any failure by Buyer to inspect or to reject the Work or to reject Seller's notice of completion, as set forth above, shall not be deemed to be acceptance of the Work for any purpose by Buyer nor imply acceptance of, or agreement with, the Certificate of Completion.

ARTICLE 14 - WARRANTY

14.1 Warranty.

(a) Seller guarantees to Buyer that (i) the Work shall comply strictly with the provisions of this Contract and all specifications and drawings referred to in this Contract or thereafter furnished by Buyer, and that the Work shall be first-class in every particular manner and free from defects in materials and workmanship and in any design or engineering furnished by Seller and its Subcontractors and fit for its intended purpose; (ii) all materials, equipment and supplies furnished by Seller and its Subcontractors for the Work shall be new, merchantable, of the most suitable grade and fit for their intended purposes; and (iii) all computer software provided as part of the Equipment will be free of any harmful programs or data incorporated into the software that disrupts the proper operation of the software.

(b) Any and all manufacturer's, contractor's, and subcontractor's warranties covering the Work shall strictly comply with the requirements set out in the Technical Documentation, and the other Contract Documents, and OSHA regulations and the building code then in effect for the Project Site. In the event of a conflict between the Contract Documents, the warranty shall meet the strictest and most demanding requirement found within the Contract Documents. The warranty shall be a term type, without deductibles or limitations on coverage, or coverage amount. Seller agrees that the cost of such warranty has been factored into the Contract Price. No warranty provided as part of any submittal to any design professional by Seller or its suppliers or other subcontractors shall be acceptable to Buyer unless Buyer approves of such warranty in writing.

14.2 Correction of Defects. Seller shall promptly correct Work rejected by the Buyer or failing to conform to the requirements of the Contract Documents, whether observed before or after Final Acceptance and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract within the Warranty Period. The Seller shall bear the costs of correcting such rejected Work, including additional testing and inspections and compensation for services and expenses made necessary thereby, and Seller is liable to compensate Buyer for all damages arising from the defective or non-conforming work. If the Seller, after notice, fails to proceed promptly to correct defective Work in accordance with the Contract, the Buyer may have the defects (including the replacement parts) corrected and the Seller shall be liable for all costs and expense incurred. Should any minor defects to the Equipment occur (or defects requiring urgent correction) during the Warranty Period, the Buyer will have the right to repair such defects at Seller's cost and expense, and without prejudice to any other rights it may have hereunder. If Buyer prefers to accept the Work which is not in accordance with the requirements of the Contract, Buyer may do so instead of requiring correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

14.3 Warranty Period. As used herein, the "Warranty Period" means **thirty-six (36) months** after Final Acceptance unless otherwise provided in Annex C Scope of Work. If during the Warranty Period operation of the plant or of the affected piece of equipment has to be stopped due to the repair or replacement of defective Equipment, the Warranty Period shall be extended for the affected part or the complete Equipment, as the case may be, for the duration of interruption. The Warranty Period for replaced parts of Equipment is twelve (12) months after the completed repair or replacement but in no event shall expire earlier than the end of the Warranty Period stipulated in this Article 14.

14.4 No Other Limitation. The establishment of a Warranty Period herein relates only to the specific obligation of the Seller to repair or correct the Equipment, or the costs and expense to repair, with respect to a claim for defects, and shall not limit the time period for which Buyer may seek its indemnification rights under Article 17 for damages that may arise in connection with such defects, or the

time period which Buyer may seek recovery for claims for any other damages or losses by Buyer (i) pursuant to any indemnification obligation herein or (ii) arising from a breach of this Contract by Seller that relates directly to a defect in the Equipment.

ARTICLE 15 - CHANGES

15.1 Notice of Change. The Scope of Work shall be subject to change by additions, deletions, reductions or revisions by Buyer (a "Change"). Seller will be notified of such Changes by receipt of additional and/or revised drawings, specifications, exhibits or written orders. Pricing for Change. Seller shall submit to Buyer within ten (10) working days after receipt of notice of a Change, a detailed statement of pricing with supporting calculations and pricing for the Change together with any adjustments in the schedule required for the performance related to the Scope of Work as changed. The pricing shall be itemized as required by Buyer and shall be in sufficient detail to permit an analysis of all labor, material and equipment and shall cover all work involved in the Change, whether such work was deleted, reduced, added or modified. Amounts related to subcontracts shall be supported in similar detail. In addition, if the proposal includes a time extension, a justification shall also be furnished. Should a deletion or reduction in the performance required hereunder be ordered, there shall be a corresponding reduction in the Contract Price in an amount to be determined by good faith negotiation between Buyer and Seller. Buyer Approval of Change. Seller shall not perform Changes in the Work until Buyer has approved in writing the pricing for the Change and any adjustment in the schedule for performance of the Scope of Work, except as set forth in Section 15.4. Upon receiving such written approval from Buyer, Seller shall diligently perform the Change so stated in such Change order in strict accordance with this Contract. Buyer shall not be liable for, and Seller hereby waives, any claim or potential claim of Seller which was not approved by Buyer in accordance with the provisions of this Section 15.3. Disputes; Change Directive. Seller shall not suspend performance of the Work during the review and negotiation of any such Change, except as may be directed by Buyer. In the event the Change must be performed immediately and Buyer and Seller are unable to reach agreement for pricing of a Change or time for performance of the Change, Buyer may issue a change directive directing Seller to perform the change in the requested time frame. Upon receipt of the change directive, Seller shall immediately commence performance of the Change and alert Buyer of any dispute regarding the pricing for the Change or time of performance. In such event the Seller shall keep contemporary records of the cost of making the Change. Such records shall be open to inspection by Buyer and may be used to make a final determination of the value of the Change. With respect to a change directive, Seller shall be entitled to fair and reasonable compensation based upon its costs in connection with the change directive.

ARTICLE 16 - INSURANCE

16.1 Builder's Risk Insurance Provided by Contractor.

(a) Seller will purchase and maintain during the term of this Contract and until Final Acceptance, Builder's Risk insurance coverage covering the full value of the Work, with an insurance company and terms and conditions reasonably acceptable to Buyer. This Builder's Risk insurance shall extend to cover property damage to Buyer's and its affiliates' existing and surrounding property that is not part of the Work, if the loss or damage arises from the Work. The Builder's Risk insurance shall be endorsed to provide that the Buyer shall be included as a named insured, with the understanding in each case that any obligation imposed upon the insured (including the payment of premiums) shall be solely the obligation of Seller or its Subcontractors or suppliers and not that of Buyer or its affiliates.

(b) Seller and its Subcontractors and suppliers are solely responsible for loss or damage to their temporary structures (such as sheds, lock boxes, construction trailers, batch plants, etc.), tools, equipment and personal effects. Seller and its Subcontractors and suppliers and their insurers waive

right of recovery against Buyer, its affiliates, all other contractors, subcontractors, suppliers, and each other for all losses.

16.2 Additional Seller Furnished Insurance.

(a) Without limiting any of the other obligations or liabilities of the Seller under this Contract, Seller will at all times carry and continuously maintain at its own expense at least the minimum insurance coverages set forth below, in each case with insurance companies and terms and conditions reasonably acceptable to Buyer. Occurrence-based Commercial General Liability, Business Automobile Liability, statutory Workers' Compensation and Employer's Liability insurance shall be maintained by Seller until Final Acceptance:

(i) Commercial General Liability:

Bodily injury and property damage	\$1 million per occurrence
Products/completed operations	\$1 million per occurrence
General aggregate	\$2 million
Products/completed operations aggregate	\$4 million

Products/completed operations coverage shall be maintained during the term of the Contract and for 3 years after Final Acceptance

(ii) Business Automobile Liability \$1 million per occurrence

(iii) Workers' Compensation Statutory limit with

Employer's Liability coverage of:

Bodily injury by accident, each accident	\$1 million
Bodily injury by disease, each employee	\$1 million
Bodily injury by disease, policy limit	\$1 million

U.S. Longshore & Harbor Workers' Compensation Act Statutory limit

Jones Act \$1 million

(iv) Excess Liability:

Excess per occurrence and general aggregate	\$5 million
Excess products/completed operations	\$5 million
Completed operations extended 3 years	

(Excess to Employer's Liability, Commercial General Liability, and Business Automobile Liability, and Jones Act.)

(v) Railroad Protective Liability:

As required by agreements with Norfolk Southern or other rail service provider applicable to the Project Site.

Seller shall furnish Railroad Protective Liability insurance when the Work at the Project Site is being performed on or within 50 feet of a railroad or affects any railroad property, including but not limited to tracks, bridges, tunnels and switches.

Policy shall be endorsed to name Norfolk Southern and/or other applicable rail service provider as an additional insured and shall include a severability of interests provision.

\$2 million occurrence/\$2 million aggregate

(vi) Professional Liability errors and omissions (if Seller or any Subcontractor provides engineering services in its Scope of Work):

insurance coverage to be provided by Seller	\$10 million per claim
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Professional Liability insurance, including "errors and omissions" coverage, shall be maintained by Seller during the term of the Contract and for seven (7) years following the date of Final Acceptance.

(vii) Seller shall, in addition to the above described insurance, also provide replacement cost value transport insurance (including marine transport insurance if applicable) for the Equipment until arrival at the Project Site as per institute Cargo Clauses (A) and shall name Buyer as a beneficiary of such coverage in the event that Buyer suffers a loss hereunder.

(b) Insurance carried in accordance with this Section 16.2, with the exception of Workers' Compensation, Professional Liability and transport insurance, shall be endorsed to provide that the Buyer shall be included as additional insureds, with the understanding in each case that any obligation imposed upon the insured (including the payment of premiums) shall be solely the obligation of Seller or its Subcontractors and not that of Buyer. The endorsement naming the additional insureds on Seller's Commercial General Liability insurance shall be ISO form CG 00 01 0196, or an updated equivalent. Inasmuch as such insurance is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

(c) Unless otherwise agreed by Buyer, the Seller shall include in each subcontract and purchase order it enters into provisions and insurance requirements not less favorable to Buyer than those contained in this Section 16.2.

16.3 With respect to all insurance maintained by Seller hereunder, (A) the interests of Buyer and Seller shall not be invalidated by any action or inaction of any other person, and Seller and Buyer shall be insured regardless of any breach or violation by the Seller or any other person of any warranties, declarations or conditions contained in such policies; (B) all deductibles or self-insured retentions shall be in amounts acceptable to Buyer but shall be paid by Seller; (C) such insurance shall be primary without right of contribution of any other insurance or self-insurance carried by or on behalf of Seller or Buyer with respect to their interest in the Project; and (D) if such insurance is cancelled by the insurer for any reason whatsoever (including nonpayment of premium) or any substantial change is made in the coverage that affects the interests of Seller and Buyer, such insurance shall nonetheless remain effective for thirty (30) days after receipt of written notice to Buyer sent by registered mail from such insurer of such cancellation or change.

16.4 Seller shall furnish Buyer prior to the date that Seller signs this Contract, and on any coverage renewal date, approved certificates of all insurance required hereby executed by each insurer or by an authorized representative of each insurer where it is not practical for such insurer to execute the certificate itself. The certificates of insurance shall evidence that the insurance required is in effect, identify the underwriters, the type of insurance, the insurance limits (including applicable deductibles), and the policy term, and shall specifically list the special provisions enumerated for such insurance required by this section. The insurance certificates shall provide that not less than thirty (30) days advance written notice will be given to Buyer prior to any cancellation, reduction or restrictive modification of the coverage. Upon request, Seller shall furnish Buyer with copies of all insurance policies, binders, endorsements, cover notes and other evidence of such insurance obtained by Seller.

16.5 The Seller shall not perform any Work under the Contract unless appropriate insurance pursuant to this Article is obtained.

16.6 Waivers of subrogation from Seller and its Subcontractors shall be provided in favor of Buyer on Commercial General Liability, Business Automobile Liability, Workers' Compensation/Employer's Liability, Umbrella/Excess Liability, and all other liability policies carried and maintained by Seller and its Subcontractors with the exception of Professional Liability insurance.

ARTICLE 17 - INDEMNIFICATION

17.1 To the fullest extent permitted by applicable laws, and without limiting any other rights and remedies to which Buyer may be entitled under this Contract, Seller hereby agrees to and shall indemnify, defend (at Buyer's option and with counsel acceptable to Buyer) and save harmless the Owner's Indemnitees from and against any and all Claims, and all losses, liabilities, judgments, decrees, fines, penalties, damages, obligations, expenses, and amounts paid in settlement and investigation and costs and charges of any kind, including, but not limited to attorneys' fees, that may be alleged or asserted against, or incurred by, an Owner Indemnitee, which arise out of, relate to, or result in any way from any one or more of the following: (i) Seller's fault in the performance of the Work (including any Subcontractor's performance of any portion of the Work); (ii) Seller's breach of this Contract; (iii) any representation or warranty made by Seller in this Contract being untrue, incorrect, false, or misleading; (iv) Seller's violation of, or noncompliance with, any Laws (including, but not limited to, Environmental Requirement and laws) in the performance of the Work; (v) any personal injury, death, disease, sickness, or property damage or destruction arising out of or in any way related to the Work; (vi) the failure to pay all duties, sales, use and other taxes and assessments, including penalties and punitive damages, which are or may be required in any contract present or future, or state or federal laws, upon or in respect to all salaries, wages or other compensation of all persons employed by Seller or its Subcontractors or suppliers in connection with the performance of any Work covered by this Contract; (vii) any actual or asserted infringement or improper appropriation of use by Owner or Seller or any of their affiliates of trade secrets, proprietary information, know-how, copyright rights (both statutory and nonstatutory) or patented or unpatented inventions, or for actual or alleged unauthorized imitation of the work of others, arising out of the use or sale of materials, equipment, methods, processes, designs, information, or other things (including construction methods, construction equipment, and temporary construction facilities) furnished by Seller, or its Subcontractors or suppliers in or for the performance of the Work; or (viii) either directly or indirectly, any actual or alleged release or threat of release of any Hazardous Material or hazardous substances into the outdoor or indoor environment, or public or private nuisance, in connection with the Work, including any acts or omissions of Seller, its Subcontractors, suppliers or affiliates in the performance of the Work.

17.2 Owner shall have the right, at its sole option and expense, to participate in, or at its option to assume the defense of, such defense, without relieving Seller of its obligations under this Contract; and

if Seller fails to fully perform its obligations, Owner may perform them or arrange to have them performed at Seller's expense, without relieving Seller of its obligations under this Contract. Seller expressly waives any provision of any worker's compensation laws under which Seller could preclude its joinder as an additional defendant(s) or avoid liability for damages (such as a statutory immunity), contribution or indemnity in any actions, at law or otherwise, where Seller's employee or employees, its heirs, assigns or anyone else entitled to receive damages by reason of injury or death, makes a Claim against Owner's Indemnitees. In the event Seller fails or refuses to indemnify, defend and save harmless as specified in this Contract, then, in addition to any other damages allowable by law, Seller shall be liable to Owner for the costs (including without limitation reasonable attorney's fees) of enforcing Seller's agreement to indemnify, defend and save harmless.

17.3 Seller's indemnification obligations shall apply regardless of whether the party to be indemnified was concurrently negligent, whether actively or passively. The indemnification obligations under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits paid by or for Seller for any Subcontractor or supplier under worker's compensation acts, disability benefit acts or other employee benefit acts.

17.4 If any Claims are brought against any of Owner's Indemnitees by any person directly or indirectly employed by Seller, or any person for whose acts Seller may be liable, the indemnification obligation of Seller shall be absolute, and shall not be limited or affected in any way by any claims or benefits paid or payable by or on behalf of Seller under any Worker's Compensation statutes, disability benefit statutes or other employee benefit statutes. Seller expressly waives any provision of any Worker's Compensation statutes whereby Seller could preclude its joinder as an additional defendant or avoid liability for damages, contribution or indemnity in any actions, at law or otherwise, where Seller's employee or employees, their heirs, assigns or anyone else entitled to receive damages by reason of injury, illness or death brings an action against Owner's Indemnitees.

17.5 Seller's indemnification and related obligations set forth in this Section 17 shall survive the expiration or termination of this Contract. In the event a Claim has arisen prior to expiration or termination of this Contract and Seller is not adequately performing its obligations to indemnify, defend and hold harmless, Owner reserves the right to retain sufficient funds under this Contract to cover Seller's obligations.

ARTICLE 18 - TERMINATION

18.1 Termination For Cause. Buyer may immediately terminate this Contract for any breach of the Contract by Seller, which remains uncured to the satisfaction of the Buyer within twenty (20) days after notice of such breach. The rights and remedies of Buyer under this Section shall be non-exclusive, and shall be in addition to any and all other remedies available to Buyer at law or in equity. Also, in the event of any proceeding, voluntary or involuntary, in bankruptcy or insolvency by or against the Seller, or upon the inability of the Seller to meet its debts as they become due, or in the event of the appointment, with or without Seller's consent, of an assignee for the benefit of creditors or of a receiver, then the Buyer shall be entitled, at its sole option, to cancel any unfilled part of this Contract without any liability whatsoever. Each of the foregoing reasons for termination shall be deemed a termination for cause. In the event of a termination for cause, Buyer shall be relieved of all of its duties and obligations hereunder, including without limitation, its obligation to pay Seller for work performed hereunder, except for the portion of the Contract Price which relates to any Equipment retained by Buyer (less any damages incurred by Buyer as a result of the breach). In the event Buyer terminates this Contract, in whole or in part, for cause, in addition to any other remedy hereunder or by law, Buyer may purchase similar replacement Equipment, and Seller shall reimburse Buyer for the reasonable costs of re-procuring similar replacement Equipment which exceed the original Contract Price attributable to the Equipment.

18.2 Termination For Convenience. Buyer reserves the right at any time by written notice to Seller, to terminate this Contract, without cause, irrespective of whether or not Seller is in default of any of its obligations under this Contract, whereupon Seller shall terminate work pursuant to the terms of such notice. To the extent the Equipment ordered hereunder has been assembled or is made specifically for Buyer, and cannot be sold to other purchasers, upon such termination without cause by Buyer, Seller shall promptly advise Buyer of the quantities of applicable work and material on hand or purchased prior to termination and the most favorable disposition that Seller can make thereof. Seller will comply with Buyer's instructions regarding disposition of such work and material. All claims by Seller based on such termination must be asserted, in writing and in full, within thirty (30) days from the date of notification of the termination, and Buyer shall pay Seller the order price of finished work, and the cost to Seller, excluding profit or losses, of work in process and raw material, less, however (i) the agreed value of any items used or sold by Seller with Buyer's consent and (ii) the reasonable value or cost (whichever is higher) of any defective, damaged or destroyed work or material and any items sold or used by Seller without Buyer's consent. As a condition precedent to receiving the payments set forth above, Seller shall assign to Buyer all the Seller's rights and interests in, and deliver to Buyer all papers, documents, agreements, and all completed Equipment parts and work in process relating to the Equipment, to the extent requested by Buyer, and transfer and deliver to Buyer all the Seller's rights and interests in all materials with respect thereto, whether on order, in transit, in the Seller's possession, or elsewhere. The payment provided for in this clause shall constitute Buyer's only liability in the event this Contract is terminated as provided above.

18.3 Suspension. Buyer reserves the right to stop or suspend the work hereunder at any time or times in Buyer's sole discretion, upon giving Seller written notice thereof. Should such stoppage or suspension occur which is not due to the fault of Seller, Buyer shall (i) pay Seller its additional documented costs, charges and expenses arising directly out of such stoppage or suspension, exclusive of overhead and actual or anticipated profits, and (ii) extend time of delivery for a period commensurate with the delay caused by such stoppage or suspension.

18.4 Wrongful Termination. Upon a determination by a court that Buyer's termination of Seller was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 18.2 and Seller's remedy for wrongful termination is limited to the recovery of the payments permitted for termination for convenience as set forth therein.

ARTICLE 19 - INTELLECTUAL PROPERTY

19.1 No Infringement. The Seller shall ensure that neither the Equipment, the Work, nor any work related thereto, its performance, and its use for the purpose contemplated in the Contract will, by reason of the supply or performance by the Seller or its Subcontractors of any portion of the Equipment or Work, constitute or result in any infringement or violation of any patent, trademark, service mark, copyright or other right (the "Intellectual Property Rights") to any intellectual property, technical information, know-how, data, documents, drawings, software, prototypes, materials, combinations or processes (the "Intellectual Property") or any law relating thereto.

19.2 Royalties and License Fees. Seller shall in no way obligate Buyer for any royalties or license fees applicable to the Equipment or Work without the prior written consent of Buyer. Seller represents and warrants that it owns the right to use all Intellectual Property Rights and has procured any necessary licenses or agreements for equipment, materials, methods, processes or systems comprising the Equipment and Work. The Seller shall pay all royalties and license fees which relate to any material or process used or incorporated into the Equipment and Work by Seller. Seller hereby grants Buyer at no extra cost a royalty-free, non-exclusive, irrevocable license under any Intellectual Property Rights wholly owned or controlled or hereafter owned or controlled by Seller in connection with the Equipment and

Work, to use in any manner in connection with the Buyer's business, including but not limited to, any repairs or subsequent sale or disposal of the Equipment.

19.3 Ownership of Materials. All materials which Seller or its Subcontractors prepares or develops specifically for Buyer in the performance and completion of the Equipment and Work hereunder, including documents, calculations, financial or accounting information, maps, sketches, notices, reports, data, drawings, models and samples, and any and all inventions and copyrightable material contained therein, shall become the exclusive property of Buyer, subject to Seller's and its Subcontractors' right to use the same to perform the work related to the Equipment and Work under this Contract. Seller agrees to execute all documents and to take all steps requested by Buyer, at Buyer's expense, which Buyer deems necessary or desirable to complete and perfect Buyer's said ownership and Buyer's property rights in said material. In the event Buyer is enjoined in such suit or proceeding from use of any item of Intellectual Property, Seller shall promptly (in addition to any other remedy Buyer available to Buyer) either (a) secure termination of the injunction and procure for Buyer the right to use such Intellectual Property, without any obligation or liability, or (b) replace such Intellectual Property with a non-infringing item of Intellectual Property, or modify same to become non-infringing, all at Seller's sole expense.

ARTICLE 20 - CONFIDENTIALITY

20.1 Obligations. Seller shall treat all Confidential Information (hereinafter defined) as strictly confidential from the date of receipt, and Seller shall not use or disclose Confidential Information to any third parties, nor permit third parties to use or duplicate the same, except to the extent necessary for the performance of the Work in accordance with this Contract. Seller shall cause such third parties to enter into confidentiality agreements having the same content as this Article 20. Upon Buyer's request, Seller shall promptly deliver to Buyer or, at Buyer's option destroy, all written Confidential Information without retaining any copies, extracts or other reproductions of such materials, and shall certify the return or destruction of such Confidential Information in writing to Buyer. The provisions of this Article 20 shall survive termination or expiration of this Contract indefinitely.

20.2 Confidential Information Defined. The term "Confidential Information" means all information and materials disclosed by Buyer, or on Buyer's behalf, to Seller, including but not limited to, plans and specifications; designs; formula; methodologies; know-how; engineering data; processes; methods of manufacture; materials handling methods, procedures and improvements; information and materials concerning the Buyer's current, future or proposed products and services; financial, accounting, statistical and numerical information; the Buyer's customers and vendors; technical specifications; plans for business development; organizational data; marketing plans and strategies; sales data; and any and all other information and materials relating to the Buyer's business. Seller acknowledges that such Confidential Information constitutes trade secrets of the Buyer. The foregoing shall not apply to plans, designs, data and information furnished directly or indirectly by Buyer hereunder which (i) are known to the public at the time of disclosure to Seller, (ii) became known to the public after disclosure to Seller through no fault of Seller or its Subcontractors or consultants, (iii) were rightfully acquired by Seller from a third party who was lawfully in possession of the information and was under no obligation to Buyer or any other party to maintain the confidentiality thereof, or (iv) are required to be disclosed by Seller by law, regulation or court order (provided, however, if an event described in (iv) arises, then Seller agrees to provide Buyer with written notice of such potential disclosure, and provide Buyer with a reasonable opportunity to secure the confidential protection thereof).

20.3 Other Disclosures. Seller agrees that it will treat this Contract and its terms and conditions and any other contract documents, all of which constitute trade secrets of the Buyer, as confidential and proprietary information of the Buyer and shall not permit release of the Contract or its

terms and conditions or any other contract documents to other parties, or make any public announcement, publicity releases, or advertisements pertaining to this Contract, without the Buyer's prior written consent. If Buyer consents to release the Contract or any terms and conditions or any other contract documents to the Seller's subcontractors or consultants, Seller shall also require its Subcontractors and consultants to comply with this requirement of confidentiality.

20.4 Injunctive Relief. In the event of a breach or threatened breach by Seller or any of its Subcontractors or consultants of the provisions of this section or any other confidentiality provisions of the Contract, Buyer shall be entitled to an injunction restraining any or all of them from disclosing, in whole or in part, any of such confidential information to any other person or entity. Nothing herein shall be construed as prohibiting Buyer from pursuing any other remedies available to Buyer for such breach or threatened breach, including recovery of damages from Seller.

ARTICLE 21 - TAXES AND DUTIES

21.1 Seller shall collect and pay (i) all contributions, taxes and premiums payable under applicable Laws and based upon the payroll of employees engaged in the performance of the Work, (ii) all sales, use, excise, income, transportation, privilege, occupational and other taxes that Seller is required by law to pay, and (iii) any personal taxes on property owned by Seller.

21.2 Unless otherwise specified on any Contract Documents, sales or use taxes on material, supplies and other personal property sold or transferred by Seller to Buyer for which Buyer is deemed to be the user or consumer are not included in the Contract Price and will be self-assessed by Buyer. All other sales and use taxes for which Seller is responsible for tax as the consumer, including but not limited to, sales or use taxes on expendable items for which Seller is responsible, and sales or use taxes on goods purchased by or provided by Seller, whether or not installed or incorporated as part of real property, are included in the Contract Price. In the event Seller excludes any taxes from the Contract Price in accordance with Buyer's determination that said taxes are not applicable, and such determination is subsequently challenged by applicable taxing authorities, Buyer shall reimburse Seller for any amounts Seller is finally assessed and for its reasonable costs (including reasonable attorney's fees) resulting from such challenge.

21.3 Tax Forms. Seller shall provide any and all tax related forms which in the judgment of the Buyer, are required by any Laws to be obtained from the Seller in connection with any payments made pursuant to the Contract.

21.4 Tax Indemnification. Seller shall defend, indemnify and hold Buyer harmless from and against all liability for all duties, taxes and charges which are imposed on or with respect to, or are measured by, the amounts expended by Seller for the Work furnished hereunder, and the wages, salaries, and other remunerations paid to persons employed in connection with performance of the Work.

ARTICLE 22 - MEDIATION, ARBITRATION AND LITIGATION

22.1 Amicable Resolution; No Work Stoppage. It is the parties' intention to resolve any disputes under the Contract amicably, if at all possible, by reasonable businesslike negotiations and without resort to litigation or arbitration. Whether or not the parties succeed in resolving the dispute amicably, and irrespective of the size or nature of the dispute, Seller shall not be allowed to cease or delay performance of the Services hereunder during the pendency of the dispute. If Seller stops or delays performance because of a dispute, Seller shall be responsible for damages to Buyer for any losses Buyer suffers as a result of such stoppage or delay.

22.2 Mediation. At the sole discretion of the Buyer, any dispute arising out of or related to the Contract shall be subject to mediation. Mediation, unless the parties mutually agree otherwise, shall be in accordance with the Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Contracts reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

22.3 Arbitration Generally. The parties acknowledge and agree that this Contract and the subject matter hereof are substantially connected with and involved with interstate commerce. Subject to the limitation set forth in the last sentence of this Section 22.3, any dispute arising out of or relating to this Contract or the breach thereof, shall, in the sole discretion of the Owner, be settled by arbitration in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association. Arbitration expenses shall be borne as provided by such Rules, except as follows: the costs of the filing fees and of the arbitration panel in general shall be paid by the losing party, but in cases of monetary relief the losing party will only bear the proportion of the arbitration filing fees and panel's costs equal to the percent of the winning party's prayer for relief that is granted. The provisions of this Article 22 to arbitrate and judgment upon the award rendered by the arbitrators shall be specifically enforceable in any court having jurisdiction thereof. The arbitration shall take place in Mobile, Alabama, unless another location is mutually agreed upon. Notwithstanding anything to the contrary contained in this Article 22, in the event a party has a claim seeking equitable remedies, including without limitation the remedies of injunctive relief and specific performance, such party shall have the right to avail itself of the state and federal courts in Alabama in pursuing such relief.

22.4 Notice Of Arbitration. Buyer shall give notice of its intent to cause any controversy or claim to be settled by arbitration, together with a description of the facts and circumstances giving rise thereto in sufficient detail as to permit the Seller to investigate the particulars thereof. If the Buyer elects to arbitrate, a copy of the notice to arbitrate shall also be furnished to the regional office of the American Arbitration Association in or nearest to Mobile, Alabama. Within twenty (20) business days after receipt of a notice of arbitration from Buyer, the Seller shall send a notice to Buyer containing a detailed response to the claim giving the position of the Seller, and any counterclaim and the remedy sought. In the event the Seller gives notice of a counterclaim, the Buyer shall have ten (10) days following its receipt of such notice to provide a written detailed response to the counterclaim setting forth the Buyer's position.

22.5 Discovery. Unless otherwise agreed by the parties, during the arbitration proceedings discovery shall be available and shall be conducted in accordance with the rules of discovery set forth in the U.S. Federal Rules of Civil Procedure in effect at such time. Any refusal to allow such discovery shall be specifically enforceable in court by the aggrieved party, and the arbitration proceeding shall be stayed pending resolution of the court proceeding. Notwithstanding any rule of the American Arbitration

Association to the contrary, any arbitrators' award shall specify not only the result and conclusion, but shall state in detail the grounds upon which the award is based.

22.6 Litigation. In the event any party institutes legal or equitable proceedings and Buyer does not elect arbitration, then venue and jurisdiction shall be determined in accordance with Section 25.7 hereof and the jury waiver set forth in Section 25.8 shall apply.

22.7 Necessary Parties. Arbitration arising out of or relating to the Contract shall include at Buyer's election by consolidation, joinder or in any other manner any other person who is not a party to the Contract if: (i) the inclusion of such other person is necessary for complete relief to be afforded among those who are already parties to the arbitration; or (ii) such other person or entity is involved in a question of law or fact common to the parties to the arbitration and which will arise in such proceedings; or (iii) the written consent of the other person sought to be included and of Buyer has been obtained for such inclusion, which consent shall make specific reference to this paragraph, but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

22.8 Buyer Dispute with Third Party. In the event that Buyer is required to arbitrate a dispute with a third party, which dispute arises out of or is directly related to the Work to be performed by Seller under this Contract, and/or the Project of which the Work is a part, and/or this Contract, and/or any other contract or agreement related directly or indirectly, to any of the foregoing, Seller agrees to join in such arbitration proceeding as Buyer may direct and shall submit to such jurisdiction and be finally bound by the judgment rendered in accordance with the arbitration rules as may be established therein.

22.9 Subcontractors. Seller shall include a provision like this Article 22 in each of its subcontracts and shall require its Subcontractors to include a similar provision in their subcontracts, binding them to participation and potential joinder in the mediation, litigation, and arbitration processes contemplated by this Contract.

ARTICLE 23 - FORCE MAJEURE

If by reason of acts of God, winds, fires, epidemics, landslides, floods, droughts, famines, acts of public enemies, acts or orders of any kind of any governmental authority, insurrection, military action, war, whether or not declared, sabotage, riots, civil disturbances, explosions or partial or entire failure of utilities, either party is unable in whole or in part to carry out its duties and obligations on its part as required by the Contract, such party shall not be deemed to be in default during the continuance of such inability; provided, however, force majeure does not include lock-out, shortage of labor, lack of or inability to obtain raw materials, fuel or supplies (unless caused solely by priorities, restrictions or allocations imposed by governmental authority), or any other industrial disturbance. The parties shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing the party from carrying out its duties and obligations hereunder. Nothing herein shall limit a parties' rights under Article 17 hereunder. Seller shall not be entitled to additional or extra compensation by reason of Seller having been delayed in performance of its obligations due to a force majeure event, whether such delay was excused or not.

ARTICLE 24 - NOTICES

Notices and other communications made with respect to this Contract shall be given in writing and addressed (i) if to Buyer, to the project manager identified by Buyer to Seller, with a copy to the following:

AM/NS Calvert LLC
1 AM/NS Way
Calvert, Alabama 36513
Attention: Chief Procurement Officer
and by Email to: Purchasing.Calvert@arcelormittal.com

and

AM/NS Calvert LLC
1 AM/NS Way
Calvert, Alabama 36513
Attention: Chief Financial Officer

and (ii) if to Seller, to the following:

[Seller Notice]

ARTICLE 25 – MISCELLANEOUS

25.1 Entire Contract; Amendments. This Contract represents the entire and integrated agreement between the parties hereto with respect to the subject matter hereof, and supersede all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written instrument signed by both parties. If any clause, provision or section of this Contract, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into or taken under the Contract is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder thereof or any other clause, provision or section or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken thereunder or hereunder. No verbal agreement or conversation with any officer, agent, or employee of Buyer, either before or after execution of the Contract, shall affect or modify or add to any of its terms or any of the obligations contained in any document or instrument included in the Contract.

25.2 Third Party Beneficiaries. There are no third-party beneficiaries to the Contract or to any act or omission to act hereunder.

25.3 Governing Law. This Contract shall be governed by the laws of the State of Alabama, without regard to its conflicts of laws principles, under exclusion of the UN Convention of Contracts for the International Sale of Goods (provided that the arbitration provisions of Article 22 shall be governed by the Federal Arbitration Act).

25.4 Survival of Obligations. Notwithstanding the acceptance of the Equipment by Buyer or the termination of this Contract, any duty or obligation of Seller which has not been fully observed, performed and/or discharged and any right, unconditional or conditional, which has been created for the benefit of Buyer and which has not been fully enjoyed, enforced and/or satisfied shall survive such acceptance or termination until such duty or obligation has been fully observed, performed and/or discharged and such right has been fully enjoyed, enforced and/or satisfied.

25.5 Execution in Counterparts. This Contract may be executed in one or more counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument. All signatures need not appear on the same counterpart.

25.6 Waiver. Buyer's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Contract, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, and/or any right or privilege.

25.7 Jurisdiction and Venue. If any controversy or claim arising out of or relating to this Contract is found by a court of competent jurisdiction not to be subject to arbitration, or if Buyer does not elect arbitration, such controversy or claim, including actions for specific performance or other equitable relief shall be brought in and each party irrevocably submits itself to the exclusive jurisdiction of the Circuit Court of the State of Alabama sitting in Mobile County, Alabama, or the United States District Court for the Southern District of Alabama, Southern Division, and irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined only in and by either of the aforementioned courts. Any controversies or claims relating to arbitration and the enforceability of the arbitration provisions of this Contract and any claims for judgment on final award of an arbitration pursuant to this Contract, at the election of Buyer, shall be brought in and each party irrevocably submits itself to the exclusive jurisdiction of the Circuit Court of the State of Alabama sitting in Mobile County, Alabama, or the United States District Court for the Southern District of Alabama, Southern Division, and irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined only in and exclusively by either of the aforementioned courts. Furthermore, each party hereby irrevocably waives and agrees not to assert by way of motion, as a defense or otherwise in any such action or proceeding, any Claim that such party is not personally subject to the jurisdiction of the Circuit Court of the State of Alabama sitting in Mobile County, Alabama, or the United States District Court for the Southern District of Alabama, Southern Division, that such action or proceeding is brought in an inconvenient forum, that the venue of such action or proceeding is improper or that this Contract may not be enforced in or by such courts. Each party agrees that process against such party may be served by delivery of service of process by certified or registered mail in the manner provided for the giving of notices under this Contract.

25.8 WAIVER OF TRIAL BY JURY. EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY RELATING TO THE CONTRACT OR EXECUTED OR DELIVERED IN CONNECTION WITH THE CONTRACT OR (B) IN ANY WAY CONNECTED WITH OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THE CONTRACT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. ALL PARTIES AGREE THAT ANY ONE OF THEM MAY FILE A COPY OF THESE TERMS AND CONDITIONS WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT BETWEEN THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY, AND THAT ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN THEM NOT SUBJECT TO ARBITRATION SHALL INSTEAD BY TRIED IN A COURT OF COMPETENT JURISDICTION (AS AGREED TO ABOVE) BY A JUDGE SITTING WITHOUT A JURY.

25.9 Conflicts in the Contract. In cases of express conflict between parts of the Contract, Buyer's documents shall have precedence over Seller's documents, if any of Seller's documents are made part of this Contract, and the several documents forming this Contract shall be taken as mutually explanatory of one another; but in case of ambiguities, discrepancies, or inconsistencies the same shall be explained and adjusted by Buyer who shall thereupon inform and instruct Seller with respect thereto. In

the event of an express conflict between the Contract Documents, or between any other documents which are a part of the Contract, Seller shall notify Buyer immediately and shall comply with Buyer's resolution of the conflict.

25.10 Annexes. In all Annexes to this Contract, the term "Owner" shall mean the "Buyer" and the term "Contractor" shall mean the "Seller". The Annexes to this Agreement include the following:

Annex A1	Price Breakdown
Annex B	Schedule and Milestone Dates
Annex C	Scope of Work/Service
Annex G	Quality Assurance
Annex H	Packing, Marking and Shipping Requirements
Annex J	Technical Document Specification
Annex K	Specimens of Standby Letters of Credit, Bonds and Lien Waivers

THIS CONTRACT is entered into as of the day and year written above.

AM/NS Calvert LLC
[BUYER]

[SELLER]

By: _____

By: _____

Its: _____

Its: _____

Printed Name: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

ANNEX A1

PRICE BREAKDOWN

ANNEX B

SCHEDULE AND MILESTONE DATES

ANNEX C

SCOPE OF WORK/SERVICE

ANNEX G
QUALITY ASSURANCE

ANNEX H

PACKING, MARKING AND SHIPPING REQUIREMENTS

ANNEX J

TECHNICAL DOCUMENT SPECIFICATION

ANNEX K

**SPECIMENS OF STANDBY LETTERS OF CREDIT,
LIEN WAIVERS AND AFFIDAVITS,
AND PAYMENT AND PERFORMANCE BONDS**

Standby Letter of Credit for Down Payment

To: _____ (Beneficiary or advising Bank)

Standby Letter of Credit No. _____

We, _____ (the bank) _____ hereby issue our irrevocable Standby-Letter of Credit No. _____ ("Standby L/C") as follows:

Amount: _____

Date and place of expiry: _____ at our counters/your counters

Beneficiary: _____

Applicant: _____

Covering: Security for performance of the contractual obligations in the amount of _____ representing ____% of the total value of Contract no. _____ dated _____ concerning the _____ (name of Contract)

This Standby L/C is available with us /with _____ (advising Bank) by sight payment in one or more drawings, against presentation of the following document:

Beneficiary's manually signed declaration, stating the following:

"This demand is made under Standby Letter of Credit No. ____ of _____(Bank). We _____ (Beneficiary) hereby demand payment of _____ (amount) from _____ (Bank) under the aforementioned Standby Letter of Credit, which represents a sum due to us from _____ (Applicant) as the latter has failed to fulfill the contractual obligations."

All charges in connection with this Standby L/C (including possible amendment charges) will be born by the Applicant.

This Standby L/C is subject to the Uniform Customs and Practice for Documentary Credits (1993) Revision International Chamber of Commerce (ICC) Publication 500.

Standby Letter of Credit for Performance

To: _____ (Beneficiary or advising Bank)

Standby Letter of Credit No. _____

We, _____ (the bank) _____ hereby issue our irrevocable Standby-Letter of Credit No. _____ ("Standby L/C") as follows:

Amount: _____

Date and place of expiry: _____ at our counters/your counters

Beneficiary: _____

Applicant: _____

Covering: Security for performance of the contractual obligations for Substantial Completion of Milestones in the amount of _____ representing _____% of the total value of Contract no. _____ dated _____ concerning the _____ (name of Contract)

This Standby L/C is available with us / with _____ (advising Bank) by sight payment in one or more drawings, against presentation of the following document:

Beneficiary's manually signed declaration, stating the following:

"This demand is made under Standby Letter of Credit No. _____ of _____(Bank). We _____ (Beneficiary) hereby demand payment of _____ (amount) from _____ (Bank) under the aforementioned Standby Letter of Credit, which represents a sum due to us from _____ (Applicant) as the latter has failed to fulfill the contractual obligations for Substantial Completion of Milestones."

This Standby L/C shall be deducted pro-rata Substantial Completion of Milestones against presentation of certificates of Substantial Completion of the respective Milestone duly signed by Beneficiary and Applicant. The value of each such deduction is to be determined by Beneficiary. All charges in connection with this Standby L/C (including possible amendment charges) will be born by the Applicant.

This Standby L/C is subject to the Uniform Customs and Practice for Documentary Credits (1993) Revision International Chamber of Commerce (ICC) Publication 500.

Standby Letter of Credit for Warranty

To: _____ (Beneficiary or advising Bank)

Standby Letter of Credit No. _____

We, _____ hereby issue our irrevocable Standby-Letter of Credit No. _____ ("Standby L/C") as follows:

Amount: _____

Date and place of expiry: _____ at our counters/your counters

Beneficiary: _____

Applicant: _____

Covering: Security for performance of the contractual obligations regarding the Correction Period in the amount of _____ representing _____% of the total value of Contract no. _____ dated _____ concerning the _____ (name of Contract)

This Standby L/C is available with us / with _____ (advising Bank) by sight payment in one or more drawings, against presentation of the following document:

Beneficiary's manually signed declaration, stating the following:

"This demand is made under Standby Letter of Credit No. _____ of _____(Bank). We _____ (Beneficiary) hereby demand payment of _____ (amount) from _____ (Bank) under the aforementioned Standby Letter of Credit, which represents a sum due to us from _____ (Applicant) as the latter has failed to fulfill the contractual obligations regarding the Correction Period."

All charges in connection with this Standby L/C (including possible amendment charges) will be born by the Applicant.

This Standby L/C is subject to the Uniform Customs and Practice for Documentary Credits (1993) Revision International Chamber of Commerce (ICC) Publication 500.

Lien Waiver Forms

CONTRACTOR'S INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF _____
COUNTY OF _____

SUBJECT PROJECT: _____
CONTRACT NO: _____
ADDRESS OF PROJECT:
1 AM/NS Way
Calvert, Alabama 36513

TO: AM/NS Calvert LLC ("Owner")

WORK PERFORMED: _____

Upon the receipt of the sum of \$ _____ for an interim payment in the amount due the undersigned Contractor, through _____, 20____, (hereinafter referred to herein as "**DATE**") for labor, materials, goods, equipment, supplies and services furnished by the undersigned for the above-described project (the "Project"), pursuant to that certain contract dated _____, 20____, (the "Contract") with Owner, the undersigned, being first duly sworn does hereby represent and certify to Owner as an inducement to Owner to make an interim payment, and as representations upon which Owner may rely in making said payment, as follows: there are no additional costs or claims for any extras or additions for labor or material with respect to the Contract and Project to **DATE** except as may be stated on the pay request submitted with this waiver; all work performed or materials installed or supplied to **DATE** are in accordance with the approved plans and specifications for the Project; all bills, charges and expenses for labor, supervision, materials, supplies, equipment, utilities, overhead, rentals and for all other things furnished or caused to be furnished for the Project by the undersigned through the date of the undersigned's previous pay request have been paid in full; there are no unpaid claims or demands of subcontractors, subsubcontractors, material suppliers, equipment suppliers, mechanics, laborers, lessors or others resulting from or arising out of any work done or materials or equipment supplied pursuant to said Contract by the undersigned or by any other contractor, subcontractor, subsubcontractor, material supplier, equipment supplier, mechanic, laborer, lessor or other person or entity, through the date of the undersigned's previous pay request; all federal and state payroll taxes and contributions for unemployment insurance, old age pensions, annuities, retirement benefits and union dues, imposed or assessed under any provision of any law (state or federal) or contract (and measured by wages, salaries or other remunerations paid by the undersigned to its employees or to its subcontractors engaged in said work or in any other operation incidental thereto) have been paid in full to **DATE**; and all payments received by the undersigned for this Project will be used exclusively for the benefit of this Project.

In consideration of the interim payment, the undersigned does hereby release Owner, and Owner's officers, employees and agents from all claims of any kind arising under or by virtue of said Contract and work done and/or materials and/or equipment supplied by the undersigned for the Project to **DATE**, and does hereby waive and release all liens and claims of lien and/or payment or performance bond claims of any kind whatsoever for any work done or labor or materials furnished for the Project to **DATE**. The undersigned individual executing this instrument on behalf of the undersigned Contractor represents and warrants that (s)he has the authority to bind the undersigned Contractor hereto.

The undersigned Contractor agrees to indemnify, defend and hold harmless Owner, and Owner's officers, employees and agents against any loss or damage, including reasonable attorney's fees, which any of them may sustain by reason of the untruth or inaccuracy of any of the foregoing statements and representations, or by reason of the filing of any claim(s), lien(s) or other action(s) by any subcontractors, sub-subcontractors, material suppliers, mechanics, laborers, lessors or others resulting from, or arising out

of, any work done, services provided or materials, goods or equipment supplied pursuant to, or in connection with, the work required by said Contract.

WITNESS the hand and seal of the undersigned this ____ day of _____, 20__.

(Name of Contractor Company)

Witness/Attest:

By: _____

(Signature of Person Signing)

Its: _____

(Office of Person Signing)

(AFFIX CORPORATE SEAL IF A CORPORATION)

STATE OF _____) * * * COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, as _____ of _____, whose name is signed to the foregoing instrument and who is known to me, being first duly sworn, acknowledged before me on this day that the statements and representations made therein are true, and being informed of the contents of the foregoing instrument, and being duly authorized to execute same on behalf of said entity (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this ____ day of _____, 20__.

My Commission Expires: _____

NOTARY PUBLIC

Print Name: _____

[S E A L]

CONTRACTOR'S AFFIDAVIT

STATE OF
COUNTY OF

MUST BE NOTARIZED

The undersigned, first being duly sworn, deposes and says that (s)he is officer/partner (title)_____ of (Firm Name) _____, the Contractor referred to in the PARTIAL RELEASE AND WAIVER OF CONTRACTOR on the front hereof employed by Owner to furnish the Work for Owner's premises and that the total estimated amount of the Contract is \$_____ of which Contractor has received payment of \$_____; and that the following statement includes the names of all parties who have furnished or who have been contracted with by Contractor to furnish material or labor for the Work and the amounts furnished by, contracted for, paid or due and to become due each; and that the items mentioned include all labor and material required to complete said Work according to plans and specifications:

Names and Addresses	Purpose	Subcontract/ Vendor Price	Amount Paid	Amount Now Due
Total Labor and Material to Complete (If more, list on separate sheet)				

All material (except as above listed) has been paid for in full.

The undersigned further states that there are no other contracts for said Work outstanding; that there are not any claims made or to be made by and that there is nothing due or to become due to any person for material, labor, or other work of any kind done or to be done upon or in connection with said Work other than above stated; that all releases and waivers are true, correct, and genuine and delivered unconditionally; and that there is no claim either legal or equitable to defeat the validity of said releases and waivers.

By: _____ (Affiant)
Its: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

_____ Notary Public

INTERIM WAIVER AND RELEASE UPON PAYMENT OF SUBCONTRACTORS/SUPPLIER

STATE OF _____
COUNTY OF _____

SUBJECT PROJECT: _____
CONTRACT NO: _____
ADDRESS OF PROJECT
1 AM/NS Way
Calvert, Alabama 36513

TO:

WORK PERFORMED: _____

OWNER: AM/NS Calvert LLC

Upon the receipt of the sum of \$ _____ as interim payment in the amount due the undersigned subcontractor/supplier through _____, 20____, (hereinafter referred to herein as "**DATE**") for labor, materials, goods, equipment, supplies and services furnished by the undersigned for the above-described project (the "Project"), pursuant to that subcontract/supply contract dated _____, 20____, with _____ ("Contractor"), the undersigned, being first duly sworn does hereby represent and certify to Contractor as an inducement to Contractor to make an interim payment, and as representations upon which Contractor may rely in making said payment, as follows: there are no additional costs or claims for any extras or additions for labor or material with respect to the above-described subcontract/supply contract and project to **DATE** except as may be stated on the pay request submitted with this waiver; all work performed or materials supplied or installed to **DATE** are in accordance with the approved plans and specifications for the Project; all bills, charges and expenses for labor, supervision, materials, supplies, equipment, utilities, overhead, rentals and for all other things furnished or caused to be furnished for the Project by the undersigned through the date of the undersigned's previous pay request have been paid in full; there are no unpaid claims or demands of subcontractors, subsubcontractors, material suppliers, equipment suppliers, mechanics, laborers, lessors or others resulting from or arising out of any work done or materials or equipment supplied pursuant to said subcontract/supply contract by the undersigned or by any other subcontractor, subsubcontractor, material supplier, equipment supplier, mechanic, laborer, lessor or other person or entity, through the date of the undersigned's previous pay request; all federal and state payroll taxes and contributions for unemployment insurance, old age pensions, annuities, retirement benefits and union dues, imposed or assessed under any provision of any law (state or federal) or contract (and measured by wages, salaries or other remunerations paid by the undersigned to its employees or to its subcontractors engaged in said work or in any other operation incidental thereto) have been paid in full to **DATE**; and all payments received by the undersigned for this Project will be used exclusively for the benefit of this Project.

In consideration of the interim payment, the undersigned does hereby release Contractor and Owner, and Owner's officers, employees and agents from all claims of any kind arising under or by virtue of said subcontract/supply contract and work done and/or materials and/or equipment supplied by the undersigned for the Project to **DATE**, and does hereby waive and release all liens and claims of lien and/or payment or performance bond claims of any kind whatsoever for any work done or labor or materials furnished for the Project to **DATE**. The undersigned individual executing this instrument on behalf of the undersigned subcontractor/supplier represents and warrants that (s)he has the authority to bind the undersigned subcontractor/supplier hereto.

The undersigned subcontractor/supplier agrees to indemnify, defend and hold harmless Contractor and Owner, and Owner's officers, employees and agents, against any loss or damage, including reasonable attorney's fees, which Contractor, and/or the Owner of the Project, and Owner's officers, employees and agents, may sustain by reason of the untruth or inaccuracy of any of the foregoing statements and representations, or by reason of the filing of any claim(s), lien(s) or other action(s) by any subcontractors, sub-subcontractors, material suppliers, mechanics, laborers, lessors or other resulting

from, or arising out of, any work done, services provided or materials, goods or equipment supplied pursuant to, or in connection with, the work required by said subcontract/supply contract.

WITNESS the hand and seal of the undersigned this ____ day of _____, 20_____.

(Name of Subcontractor/Supplier Company)

Witness/Attest:

By: _____
(Signature of Person Signing)
Its: _____
(Office of Person Signing)

(AFFIX CORPORATE SEAL IF A CORPORATION)

STATE OF _____) * * * COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, as _____ of _____, whose name is signed to the foregoing instrument and who is known to me, being first duly sworn, acknowledged before me on this day that the statements and representations made therein are true, and being informed of the contents of the foregoing instrument, and being duly authorized to execute same on behalf of said entity (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this ____ day of _____, 20_____.

My Commission Expires: _____

NOTARY PUBLIC

Print Name: _____

[S E A L]

CONTRACTOR'S UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

STATE OF _____
COUNTY OF _____

SUBJECT PROJECT: _____
CONTRACT NO: _____
ADDRESS OF PROJECT:
1 AM/NS Way
Calvert, Alabama 36513

TO: AM/NS Calvert LLC ("Owner")

WORK PERFORMED: _____

Upon the receipt of _____ Dollars (\$_____), the amount due the undersigned Contractor for the **final payment** for labor, materials, goods, equipment, supplies and services furnished by the undersigned for the above-described project (the "Project"), pursuant to that certain contract dated _____, 20____ (the "Contract") with Owner, the undersigned, being first duly sworn, does hereby represent and certify to Owner, as an inducement to Owner to make final payment, and as representations upon which Owner may rely in making said payment, as follows: there are no additional costs or claims for any extras or additions for labor or material with respect to the Contract and Project; all work performed or materials installed or supplied are in accordance with the approved plans and specifications for the Project; all bills, charges and expenses for labor, supervision, materials, supplies, equipment, utilities, overhead, rentals and for all other things furnished or caused to be furnished for the Project by the undersigned have been paid in full; there are no unpaid claims or demands of subcontractors, subsubcontractors, material suppliers, equipment suppliers, mechanics, laborers, lessors or others resulting from or arising out of any work done or materials or equipment supplied pursuant to said Contract by the undersigned or by any other contractor, subcontractor, subsubcontractor, material supplier, equipment supplier, mechanic, laborer, lessor or other person or entity; all federal and state payroll taxes and contributions for unemployment insurance, old age pensions, annuities, retirement benefits and union dues, imposed or assessed under any provision of any law (state or federal) or contract (and measured by wages, salaries or other remunerations paid by the undersigned to its employees or to its subcontractors engaged in said work or in any other operation incidental thereto) have been paid in full; and all payments received by the undersigned for this Project will be used exclusively for the benefit of this Project.

In consideration of the final payment, the undersigned does hereby release Owner, and Owner's officers, employees and agents from all claims of any kind arising under or by virtue of said Contract and work done and/or materials and/or equipment supplied by the undersigned for the Project, and does hereby waive and release all liens or claims of lien and/or payment or performance bond claims of any kind whatsoever for any work done or labor or materials furnished for the Project. The undersigned individual executing this instrument on behalf of the undersigned Contractor represents and warrants that (s)he has the authority to bind the undersigned Contractor hereto.

The undersigned Contractor agrees to indemnify, defend and hold harmless Owner, and Owner's officers, employees and agents, against any loss or damage, including reasonable attorney's fees, which any of them may sustain by reason of the untruth or inaccuracy of any of the foregoing statements and representations, or by reason of the filing of any claim(s), lien(s) or other action(s) by any subcontractors, sub-subcontractors, material suppliers, mechanics, laborers, lessors or others resulting from, or arising out of, any work done, services provided or materials, goods or equipment supplied pursuant to, or in connection with, the work required by said subcontract.

WITNESS the hand and seal of the undersigned this ____ day of _____, 20_____.

(Name of Contractor Company)

Witness/Attest:

By: _____

(Signature of Person Signing)

Its: _____

(Office of Person Signing)

(AFFIX CORPORATE SEAL IF A CORPORATION)

STATE OF _____) * * * COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, as _____ of _____, whose name is signed to the foregoing instrument and who is known to me, being first duly sworn, acknowledged before me on this day that the statements and representations made therein are true, and being informed of the contents of the foregoing instrument, and being duly authorized to execute same on behalf of said entity (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this _____ day of _____, 20____.

My Commission Expires: _____

NOTARY PUBLIC

Print Name: _____

[S E A L]

CONTRACTOR'S AFFIDAVIT

STATE OF
COUNTY OF

MUST BE NOTARIZED

The undersigned, first being duly sworn, deposes and says that (s)he is officer/partner (title)_____ of (Firm Name)_____ the Contractor referred to in the FINAL RELEASE AND WAIVER OF CONTRACTOR on the front hereof employed by Owner to furnish the Work for Owner's premises and that the total amount of the Contract is \$_____ of which Contractor has received payment of \$_____; and that the following statement includes the names of all parties who have furnished or who have been contracted with by Contractor to furnish material or labor for the Work and the amounts furnished by, contracted for, paid or due and to become due each; and that the items mentioned include all labor and material required to complete said Work according to plans and specifications:

Names and Addresses	Purpose	Subcontract/ Vendor Price	Amount Paid	Amount Now Due
Total Labor and Material to Complete (If more, list on separate sheet)				

All material (except as above listed) has been paid for in full.

The undersigned further states that there are no other contracts for said Work outstanding; that there are not any claims made or to be made by and that there is nothing due or to become due to any person for material, labor, or other work of any kind done or to be done upon or in connection with said Work other than above stated; that all releases and waivers are true, correct, and genuine and delivered unconditionally; and that there is no claim either legal or equitable to defeat the validity of said releases and waivers.

By: _____ **(Affiant)**
Its: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____ Notary Public

UNCONDITIONAL WAIVER AND RELEASE OF SUBCONTRACTOR/SUPPLIER UPON
FINAL PAYMENT

STATE OF _____ SUBJECT PROJECT: _____
COUNTY OF _____ CONTRACT NO: _____
ADDRESS OF PROJECT:
1 AM/NS Way
TO: Calvert, Alabama 36513

WORK PERFORMED: _____

OWNER: AM/NS Calvert LLC

Upon the receipt of the sum of _____ Dollars(\$ _____), the amount due the undersigned subcontractor/supplier for the **final payment** for labor, materials, goods, equipment, supplies and services furnished by the undersigned for the above-described project (the "Project"), pursuant to subcontract/supply contract dated _____, 20____, with _____ ("Contractor"), the undersigned, being first duly sworn, does hereby represent and certify to Contractor, as an inducement to Contractor to make final payment, and as representations upon which Contractor may rely in making said payment, as follows: there are no additional costs or claims for any extras or additions for labor or material with respect to the above-described subcontract/supply contract and project; all work performed or materials supplied or installed are in accordance with the approved plans and specifications for the Project; all bills, charges and expenses for labor, supervision, materials, supplies, equipment, utilities, overhead, rentals and for all other things furnished or caused to be furnished for the Project by the undersigned have been paid in full; there are no unpaid claims or demands of subcontractors, subsubcontractors, materials suppliers, equipment suppliers, mechanics, laborers, lessors or others resulting from or arising out of any work done or materials or equipment supplied pursuant to said subcontract/supply contract by the undersigned or by any other subcontractor, subsubcontractor, material supplier, equipment supplier, mechanic, laborer, lessor or other person or entity; all federal and state payroll taxes and contributions for unemployment insurance, old age pensions, annuities, retirement benefits and union dues, imposed or assessed under any provision of any law (state or federal) or contract (and measured by wages, salaries or other remunerations paid by the undersigned to its employees or to its subcontractors engaged in said work or in any other operation incidental thereto) have been paid in full; and all payments received by the undersigned for this Project will be used exclusively for the benefit of this Project.

In consideration of the final payment, the undersigned does hereby release Contractor and Owner, and Owner's officers, employees and agents, from all claims of any kind arising under or by virtue of said subcontract/supply contract and work done and/or materials and/or equipment supplied by the undersigned for the Project, and does hereby waive and release all liens and claims of lien and/or payment or performance bond claims of any kind whatsoever for any work done or labor or materials furnished for the Project. The undersigned individual executing this instrument on behalf of the undersigned subcontractor/supplier represents and warrants that (s)he has the authority to bind the undersigned subcontractor/supplier hereto.

The undersigned subcontractor/supplier agrees to indemnify, defend and hold harmless Contractor and Owner, and Owner's officers, employees and agents, against any loss or damage, including reasonable attorney's fees, which the Contractor and/or the Owner of the Project, and Owner's officers, employees and agents, may sustain by reason of the untruth or inaccuracy of any of the foregoing

statements and representations, or by reason of the filing of any claim(s), lien(s), or other action(s) by any subcontractors, sub-subcontractors, material suppliers, mechanics, laborers, lessors or others resulting from, or arising out of, any work done, services provided or materials, goods or equipment supplied pursuant to, or in connection with, the work required by said subcontract/supply contract.

WITNESS the hand and seal of the undersigned this _____ day of _____, 20____.

(Name of Subcontractor/Supplier Company)

Witness/Attest:

By: _____
(Signature of Person Signing)
Its: _____
(Office of Person Signing)

(AFFIX CORPORATE SEAL IF A CORPORATION)

STATE OF _____) * * * COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, as _____ of _____, whose name is signed to the foregoing instrument and who is known to me, being first duly sworn, acknowledged before me on this day that the statements and representations made therein are true, and being informed of the contents of the foregoing instrument, and being duly authorized to execute same on behalf of said entity (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 20____.

My Commission Expires: _____

NOTARY PUBLIC

Print Name: _____

[S E A L]

ADVANCE PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, _____, as Principal, and _____ as Surety, are held and firmly bound unto AM/NS Calvert LLC as Obligee, in the penal sum of _____ Dollars (\$_____) (the "Penal Sum"), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, That Whereas, the Principal entered into a certain Contract which is incorporated herein, agreed to by Surety and made a part thereof, with the Obligee, dated _____, 20__ for _____ (the "Contract"). Whereby, Obligee has agreed to make an advance payment (the "Advance Payment") to Principal of future sums due to Principal under the Contract in the amount of the Penal Sum in exchange for this Advance Payment Bond (the "Bond") and Principal's promise to perform its obligations under the Contract.

NOW THEREFORE, Surety agrees to reimburse Obligee for the Advance Payment owed to Obligee if Principal fails to perform any of its obligations under the Contract. Such payment shall be made by Surety to Obligee within ten (10) days of Surety's receipt of a written demand from an authorized representative of Obligee. Such demand shall state the amount of the Advance Payment owed to Obligee and shall be accepted by Surety as conclusive proof of amounts owed to Obligee under this bond. Payments due by Surety to Obligee under this Bond shall be made notwithstanding any dispute between Obligee and Principal.

The obligations of the Surety under this Bond shall cease upon the earliest of the following (i) the date the Advance Payment is reduced to zero as certified in writing to the Surety by Obligee; (ii) the date the Advance Payment, or any remaining balance thereof, is repaid to Obligee by the Principal or Surety (such payment must be certified in writing to Surety by the Obligee); or (iii) _____, ____ 20__. [*Insert date when bond will expire*]

It is a condition hereof that any change, alteration, modification or amendment of any nature whatsoever that may be made in the terms of said Contract, any change in the character of scope of the work to be performed, or the method of performance, under said Contract or modification of said Contract or in the time for completion thereof, any change in the manner, time or amount of payment as provided therein, or any change that may be made in the performance of the work under said Contract, may be made without notice to the Surety, and without affecting the obligations of the Surety under this bond and without requiring the consent of the Surety, and no such change or changes shall release the Surety from any of its obligations hereunder, and the Surety hereby consents to and waives notice of any such change, alteration, modification or amendment.

It is further condition hereof that no one other than the named Obligee and the successors, administrators, or assigns of the Obligee shall have any right of action under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have hereunto set their hands and seals, this _____ day of _____, 20__.

CONTRACTOR AS PRINCIPAL

Company _____ (Seal)

Signature: _____

Name and Title:

Witness: _____

SURETY

Company: _____ (Seal)

Signature: _____

Name and Title:

Attach Power of Attorney

Witness: _____

(Any additional signatures appear on page attached)

FOR INFORMATION ONLY

AGENT OR BROKER:

(Name, Address and Telephone)

CONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as _____ Principal, and _____ as Surety, are held and firmly bound into AM/NS Calvert LLC as Obligee, in the penal sum of _____ DOLLARS (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, That Whereas, the Principal entered into a certain contract which is incorporated herein, agreed to by Surety and made a part hereof, with the Obligee dated _____, 20__ for _____(the "Contract").

NOW, THEREFORE, if the said Principal shall pay promptly and in full the claims of all persons, firms or corporations, performing labor or furnishing equipment, materials, or supplies incurred in connection with the work to be performed under said Contract, and shall indemnify and save harmless the Obligee from all loss, liability, costs, damages, penalty, attorney's fees, expenses for all taxes, insurance premiums, and any and all applicable contributions, allowances or other payments thereof by the Obligee necessary to insure orderly prosecution of work or other items or services used in, upon or for or incurred in connection with the work to be performed under said Contract, then this obligation shall be of no effect, but otherwise it shall remain in full force and effect.

It is a condition hereof that any change, alteration, modification or amendment of any nature whatsoever that may be made in the terms of said Contract, any changes in the character or scope of the work to be performed, or the method of performance, under said Contract or modification of said Contract or in the time for completion thereof, any change in the manner, time or amount of payment as provided therein, or any change that may be made in the performance of the work under said Contract, may be made without notice to the Surety, and without affecting the obligations of the Surety under this bond and without requiring the consent of the Surety, and no such change or changes shall release the Surety from any of its obligations hereunder, and the Surety hereby consents to and waives notice of any such change, alteration, modification or amendment.

Subject to the priority of the named Obligee with respect to recovery up to the penal sum of this bond, persons who have supplied or furnished labor, material, machinery, equipment or supplies to the Principal for use in the prosecution of the work provided for in said Contract shall have a direct right to action against said Principal and Surety under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have hereunto set their hands and seals, this ____ day of _____, 20__.

CONTRACTOR AS PRINCIPAL
Company (Seal)

SURETY
Company: (Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:
Attach Power of Attorney

Witness: _____

Witness: _____

(Any additional signatures appear on page attached) _____
FOR INFORMATION ONLY
AGENT OR BROKER:
(Name, Address and Telephone)

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, _____ as Principal, and _____ as Surety, are held and firmly bound unto AM/NS Calvert LLC as Obligee, in the penal sum of _____ Dollars (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, That Whereas, the Principal entered into a certain Contract which is incorporated herein, agreed to by Surety and made a part thereof, with the Obligee, dated _____, 20__ for _____ (the "Contract").

NOW THEREFORE, if the said Principal shall fully indemnify and save harmless the Obligee from all loss, liability costs, damages, penalty, attorney's fees or expense which Obligee may incur by reason of failure to well and truly keep and perform each, every and all of the terms and conditions of said Contract on the part of the said Principal to be kept performed, including but not limited to, completion within the time specified of all work under the Contract, then this obligation shall be of no effect, but otherwise it shall remain in full force and effect.

It is a condition hereof that any change, alteration, modification or amendment of any nature whatsoever that may be made in the terms of said Contract, any change in the character of scope of the work to be performed, or the method of performance, under said Contract or modification of said Contract or in the time for completion thereof, any change in the manner, time or amount of payment as provided therein, or any change that may be made in the performance of the work under said Contract, may be made without notice to the Surety, and without affecting the obligations of the Surety under this bond and without requiring the consent of the Surety, and no such change or changes shall release the Surety from any of its obligations hereunder, and the Surety hereby consents to and waives notice of any such change, alteration, modification or amendment.

It is further condition hereof that no one other than the named Obligee and the successors, administrators, or assigns of the Obligee shall have any right of action under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have hereunto set their hands and seals, this _____ day of _____, 20__.

CONTRACTOR AS PRINCIPAL

Company (Seal)

Signature: _____

Name and Title:

Witness: _____

SURETY

Company: (Seal)

Signature: _____

Name and Title:

Attach Power of Attorney

Witness: _____

(Any additional signatures appear on page attached) _____

FOR INFORMATION ONLY

AGENT OR BROKER:

(Name, Address and Telephone)

SUBCONTRACTOR/ SUPPLIER FINAL RELEASE AND WAIVER OF RIGHT TO LIEN

For good and valuable consideration, the receipt of which is hereby acknowledged, _____ (name of Subcontractor or Supplier), located at _____ (Subcontractor's or Supplier's address), hereby knowingly and intentionally releases and forever waives any right, entitlement or claim it may have against AM/NS Calvert LLC. ("Owner") or its affiliates, any of their properties, any of their lenders or secured creditors, and any of their successors and assigns, to establish, file or assert any lien or other claim, including without limitation, mechanic's lien claims, unjust enrichment claims, and any other claim of any kind or nature whatsoever under applicable State law, any other statutory or common law, or any principle of equity, which Subcontractor or Supplier may have or may hereafter acquire, by reason of having furnished, supplied, constructed or performed any work, improvements, labor, equipment or materials as a Subcontractor, Supplier or materialman to _____ (name of Contractor) at or in connection with any facility or property of AM/NS Calvert or its affiliates.

[NAME OF SUBCONTRACTOR OR SUPPLIER]

Authorized Signature: _____

By: _____

Title: _____ 0

Date: _____

SUBSCRIBED AND SWORN TO BEFORE me this ____ day of _____, 20__.

Notary Public
My Commission Expires: