

Date Printed:

2/3/2012

Purchase Order Number:

HOU008482-0000-001

To Rick Balzumati REFRACTORY CONSTRUCTION SVCS. 3240 DELESANORI KEMAH, TX 77565 Contact Rick Balzumati	Ship Via Not Applicable Shipping Point Freight Terms Net 30 from date of invoice MSA # 08HOP40 Buyer Tracie Miller-Kistler Procurement Mgr., 713-740-3968 Date Issued 2/3/2012
Submit Invoices To PL Propylene LLC 9822 La Porte Freeway Houston, Texas 77017 Attn: Accounts Payable	Ship To PL Propylene LLC 9822 La Porte Freeway Houston, Texas 77017 Att.Stores Receiving

SAFETY TRAINING REQUIREMENTS:

Individuals who are required to conduct work onsite at a minimum must attend and master testing requirements provided at the HOUSTON AREA SAFETY COUNCIL or RECIPROCAL SAFETY COUNCIL in both Basic Plus and PL Propylene Site Specific Training prior to arrival.

PRE-EMPLOYMENT SCREENINGS:

Pre-employment drug screens and background checks will be at PL Propylene's discretion and monitored by PL Propylene HSS Manager.

MINIMUM PPE FURNISHED BY THE CONTRACTOR:

- * Hard Hat with attached chemical splash goggles ANSI 289.1-1997 Class E
- * Safety Glasses with side shields or equivalent wrap around protection (Z87+)
- * Safety-Toe Footwear ANSI 241-1991
- * Hearing Protection (ear plugs/ muffs)
- * Fire Retardant Garments (FRG)
- * Long sleeve FRG must be worn and sleeves must be worn rolled down and buttoned. Coveralls must be zipped up. The site HS&S Manager in conjunction with the Operations and Maintenance Managers may deem areas as Non FRG required areas based on a hazard assessment and valid need

PLANT ACCESS:

PL Propylene access badges are required for all contractors/personnel entering the PL Propylene facility. Access badges can be obtained at the Main Gate entrance.

PLANT SPONSORS:

Contractors are responsible for obtaining their Plant Sponsor's name and phone number prior to arriving at the facility.

CELL PHONE USAGE:

Cell phones are prohibited.

NON-SMOKING FACILITY:

PL Propylene is a non-smoking facility.

CHANGE ORDER POLICY:

No extra charges of any kind, or change in or cancellations of, or waiver of or exception to any of the terms and conditions of this Agreement and the Work as described on Purchase Order will be recognized or enforceable unless authorized in writing by a duly authorized representative of PLP's Sponsor.

Extra charges applied without authorization in writing by a duly authorized representative of PLP's Sponsor will be returned unpaid without liability to PL Propylene.

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Line	Item	Specs Attached	Quantity	U/M	Unit Cost	Extended Cost	Due Date
1	RT00344920-05	Yes	1	Not Exceed	\$4,819.00	\$4,819.00	2/3/2012

Repair 4"nozzle on vessel 2302LB

Manufacturer**Manufacturer Part No** n/a

Repair 4"nozzle on vessel 2302LB
R.C.S.C. Proposal No. 12-001PET (2302 nozzle number 27 repair)
Scope of Work: SEE JEFF HOUSE upon arrival to PL Propylene
Set up job and inspect nozzle
Remove damaged nozzle parts
Prep steel for installation by removing rust, debris, etc.
Repair liner in nozzle
Clean jobsite
see attached quote

Total Extended Cost

\$4,819.00

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By beginning performance of the Work (defined below), Supplier agrees, without reservation, that these PL PROPYLENE GENERAL TERMS AND CONDITIONS (the "General Terms and Conditions") are fully incorporated into and made a part of the Purchase Order to which they are attached for all purposes.

1) GENERAL.

PL Propylene LLC shall be referred to herein as "PLP". The person provided the Work to PLP and identified as such on the Purchase Order to which these General Terms and Conditions are attached shall be referred to herein as "Supplier". PLP and Supplier are sometimes referred to herein as "Party" or collectively as "Parties".

These General Terms and Conditions, including any attachments hereto and the Purchase Order to which these General Terms and Conditions are attached, including any other attachment(s) thereto, shall be referred to as the "Agreement".

The Work shall include the provisions of (i) all goods and materials, whether ordered/requested by PLP or incidental to the performance of the Work (collectively, "Goods"); (ii) all reports, data, specifications, drawings and designs; (iii) all labor, supervision and services; (iv) all machinery, equipment, tools and transportation; and (v) all other things of every kind and character that are provided by Supplier in connection with the performance of the Work as more fully described on the Purchase Order.

2) INSPECTION AND REJECTION.

PLP reserves the right to inspect at all times any and all Work performed. Work that fails to comply with the warranties of Supplier set forth in Section 14 or is otherwise deemed defective may be rejected at PLP's sole option. Supplier shall (i) reimburse PLP for the costs of inspection and (ii) at PLP's sole option, either redo the rejected Work or refund the purchase price for the applicable Work.

For all Goods delivered in error, or in excess of quantity shown on the Purchase Order, PLP reserves the right to return such Goods at Supplier's expense, Supplier agreeing to hold PLP harmless for any damage, destruction or other loss occurring during such return.

3) CHANGES.

No extra charges of any kind, or change in or cancellations of, or waiver of or exception to any of the terms and conditions of this Agreement and the Work as described on Purchase Order will be recognized or enforceable unless authorized in writing by a duly authorized representative of PLP's Sponsor.

4) PERFORMANCE AND CANCELLATION.

Time is of the essence in the performance of this Agreement. PLP may in its sole discretion cancel any unperformed Work. Upon receipt of notice of cancellation, Supplier shall stop all performance of the specified Work except as otherwise directed by PLP. For Work performed prior to cancellation, PLP shall pay to Supplier for Work performed: (A) with respect to services, (i) on the basis of hours worked, when Work is compensated on an hourly basis or (ii) a pro rata amount of the fixed sum on the basis of hours worked, when Work is compensated on a fixed price basis and (B) with respect to Goods, the agreed to unit price for Goods already delivered to PLP.

5) ALTERNATE SUPPLY.

At any time during the term of this Agreement that PLP can purchase the Work at a price or under terms which will result in a cost to PLP that is lower than the cost of the Work charged by Supplier, PLP may notify Supplier of such lower cost and Supplier shall, within ten (10) days after such notice, advise PLP in writing whether or not Supplier shall meet such price or such terms. If Supplier elects not to meet such price or such terms, or fails to advise PLP within such ten (10) day period, PLP may purchase the lower cost Work or Goods and the relevant Purchase Order pursuant to the terms of Section 4.

6) TITLE AND RISK OF LOSS.

Risk of loss of and title to all Goods shall remain with Supplier until the Goods are accepted by PLP at PLP's facility.

7) COMPLIANCE.

Supplier shall perform the Work in a safe and environmentally conscientious manner taking all reasonable and necessary precautions to prevent any spill, leak, discharge, or emission of or harmful exposure to any regulated or unregulated hazardous materials, hazardous substance, oil, or other contaminant ("Pollution") and shall be, in every respect, in compliance with applicable law and PLP rules regarding Pollution, including reporting and record keeping requirements. Supplier shall provide PLP with prior written notice of any hazardous materials proposed to be used by Supplier at a PLP's facility in performance of the Work. Such hazardous usage is subject to PLP's prior written consent. In the event of Pollution, Supplier shall be solely responsible for the cessation, cleanup and disposal of all waste materials or unused products arising from or related to the Work as well as any damages, fines, penalties, expenses, permits or necessary approvals; provided, however, PLP shall have the right to aid in or take over such cessation, cleanup and disposal at its sole option and at the cost and expense of Supplier.

8) INSURANCE.

Supplier must maintain at all times with a reliable insurance carrier or carriers, at Supplier's sole expense, insurance policies (i) that provide sufficient coverage and limits to cover the liabilities assumed under this Agreement, (ii) that include but are not limited to General Liability, including coverage for Products and Contractual Liability, Automobile Liability and Workers Compensation including Employers Liability coverage, and (iii) that comply with the terms and conditions set forth on Attachment 2 attached hereto. All policies, excepting Workers Compensation, shall include PLP and its affiliated companies, subsidiaries and clients as additional insureds. All policies shall provide a waiver of subrogation in favor of PLP and its affiliated companies, subsidiaries and clients. All policies provided by Supplier shall be deemed as primary coverage with respect to any and all other insurance.

9) COMPENSATION AND INVOICING.

PLP agrees to pay Supplier and Supplier agrees to accept as full and complete compensation for the Work the consideration set forth on the applicable Purchase Order. The Purchase Order shall designate whether the Work shall be performed on (i) a fixed price separated sum basis, (ii) a

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time-and-materials basis, or (iii) some combination thereof. For Work performed and compensated on a time-and-materials basis, the terms of Attachment 1 attached hereto (and all attachments thereto) shall be applicable.

Supplier shall invoice PLP monthly. Invoices shall be sent to the address provided in Section 19 to the attention of Accounting. Invoices shall (i) specify the relevant Purchase Order number; (ii) provide a description of all charges on a line item basis, specifying among other things, the Work/Goods performed/provided, any surcharges, and freight and transportation charges; and (iii) be accompanied by any other reasonably supporting documentation requested by PLP, including copies of Supplier employee time sheets and third party receipts, to enable PLP to verify amounts charged by Supplier. Invoices shall be marked as "Partial" or "Final". PLP shall make payment to Supplier within forty-five (45) days following PLP's receipt of Supplier's invoice; provided, however, final payment shall not be made until final completion of all Work, including, but in no way limited to, the delivery by Supplier to PLP of all deliverables (e.g. data book, Goods, design drawings, specifications, etc) which are a part of the Work.

Payment shall not be deemed a waiver by PLP of any of its rights under this Agreement. If PLP, in good faith, disputes any invoice, in whole or in part, PLP shall notify Supplier of the dispute within the time required for payment of the relevant invoice and in sufficient detail to allow Supplier to identify the relevant Work. Payment of the disputed amount may be withheld until settlement of the dispute pursuant to Section 18, but payment shall be made of the undisputed portion in accordance with this Section 9. In the event that the dispute is resolved against PLP, PLP shall promptly following such resolution pay to Supplier such amounts. Amounts included on an invoice failing to adhere to the requirements provided for herein with respect to invoices may be treated by PLP as a disputed amount until such time as Supplier provides an invoice meeting these invoicing requirements. Invoice inquiries should be directed to Ap_plp@petrologistics.com or 713-740-3977.

10) SALES AND USE TAXES.

Unless otherwise provided herein or by law, Supplier shall pay all sales, use, excise, and other taxes, charges and contributions now or hereafter imposed on, with respect to, or measured by the Work furnished or provided in connection with the Work or measured by Goods purchased, if any, and Supplier shall indemnify PLP against any liability and expense by reason of Supplier's failure to pay the same.

11) WITHHOLDING.

PLP shall have the right to withhold any money ever payable by it hereunder, including amounts withheld pursuant to Section 12, and apply the same to payment of any obligations of Supplier to PLP or to any other parties arising in any way out of this Agreement and its performance.

12) RETAINAGE.

PLP may, at its option, retain up to ten percent (10%) of the invoiced amounts due Supplier. Any funds retained by PLP will be promptly remitted to Supplier upon completion of the Work.

13) AUDIT.

Supplier shall maintain a true and correct set of records pertaining to its performance of this Agreement for a period of not less than two (2) years following completion of applicable Work provided. PLP has the right to audit all Supplier's records to verify any invoice for a period of two (2) years after completion of the Work and/or delivery date of Goods. If it is determined that PLP has been overcharged and has overpaid pursuant to any audit, Supplier shall promptly reimburse PLP.

14) WARRANTY.

Supplier represents and WARRANTS: (1) that the Work and Goods provided are fit for use for the specified purpose for which they are purchased by PLP, are free from defect in design, workmanship, and material, are new, are of merchantable quality, and are in strict accordance with the specifications hereof and provided for on the Purchase Order, unless otherwise agreed in writing and Supplier agrees to promptly repair or replace without cost to PLP any Work and Goods which shall be found defective within eighteen (18) months after completion or delivery of the Work and/or Goods and that PLP may at its option, in lieu of the foregoing, repair or replace such Goods and Work itself or by contracting with a third party, at Supplier's sole cost and expense (to be reimbursed to PLP within 30 days of receipt of PLP's invoice); (2) that Supplier will carry out the performance of the Work with due diligence and in a good and workmanlike manner; (3) that the Goods and Work do not infringe, directly or indirectly, any valid United States or country of first use patent, copyright or trademark, and that Supplier will, at Supplier's cost and expense, defend, indemnify and hold PLP, and its affiliated companies and clients harmless from and against any claims, demands, actions and litigation based on alleged or actual infringement thereof; (4) that all amounts charged by the Supplier and payable pursuant hereto are lawfully chargeable; (5) that Supplier has good title to any Goods furnished or used in connection with the Work by it hereunder or the right to deliver same; (6) that any Goods furnished in connection with the Work hereunder shall be delivered in full compliance with all federal, state and local laws, rules, regulations and orders that may be applicable thereto, including the Occupational Safety and Health Act of 1970, as amended; (7) that Supplier shall pay when due all of its obligations incurred in the performance of the Work and keep PLP's property free and clear of all liens arising out of the performance of the Work; (8) that Goods furnished were produced in compliance with all applicable requirements of the Fair Labor Standards Act; (9) that the Goods furnished hereunder when used in their customary or recommended manner shall comply with the applicable requirements of the current Federal Occupational Safety & Health laws and regulations in effect at the time of shipment; (10) that any vendor, personnel, and/or agents of Supplier required at delivery of Goods at PLP's property will abide by all applicable safety and security regulations and procedures; (11) that Supplier will transfer ownership of manufacturing warranties, guarantees and manuals provided to Supplier on PLP's behalf upon receipt; (12) that Supplier shall comply with all applicable laws, rules and regulations and PLP company policies in the performance of the Work; (13) that Supplier will secure and pay for all permits, certificates and licenses and give all notices required to perform the Work pursuant to applicable law; and (14) that upon acceptance of a Purchase Order, Supplier has fully investigated and incorporated into the compensation, timeline and other material terms of the Purchase Order, (x) the conditions at and around the Work site, (y) the reasonably foreseeable complications, hazards and risks incident to performing the Work and (z) the availability of labor, tools, materials, supplies, equipment and transportation necessary to perform the Work. These warranties shall run to the benefit of PLP and its affiliated companies, subsidiaries and clients.

15) CANCELLATION.

If Supplier breaches any provision hereof, PLP shall have the right in addition to any other rights it may have hereunder or at law, to terminate the attached Purchase Order by giving Supplier written notice; whereupon PLP shall be relieved of all further obligation hereunder, except to pay Supplier for Work performed prior to termination: (A) with respect to services, (i) on the basis of hours worked, when Work is compensated on an hourly basis or (ii) a pro rata amount of the fixed sum on the basis of hours worked, when Work is compensated on a fixed price basis and (B) with respect to Goods, the agreed to unit price for Goods already delivered to PLP.

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IF WORK IS NOT COMPLETED UPON THE AGREED UPON DATE OF COMPLETION, THEN, EXCEPT WHERE DELAY IS CAUSED AS A RESULT OF DELAYS DESCRIBED IN SECTION 20, PLP SHALL BE ENTITLED TO LIQUIDATED DAMAGES EQUAL TO ONE PER CENT (1.0%) PER WEEK OF THE TOTAL VALUE OF THE PURCHASE ORDER FOR EACH FULL WEEK SO DELAYED, UP TO A MAXIMUM OF FIVE PER CENT (5%) OF THE TOTAL VALUE OF THE PURCHASE ORDER.

16) LIABILITY AND INDEMNITY.

A) SUPPLIER SHALL BE RESPONSIBLE FOR AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS PLP AGAINST ANY AND ALL LOSSES, AND CLAIMS RELATED THERETO (WHETHER AS TO PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE), ARISING OUT OF OR IN ANY WAY ATTRIBUTABLE, DIRECTLY OR INDIRECTLY, TO THE WORK, WHICH ARE SUFFERED BY SUPPLIER OR SUPPLIER'S EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES, REGARDLESS OF THE CAUSE OR CAUSES OF SUCH LOSSES, EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PREEXISTING DEFECT, NEGLIGENCE, WHETHER SOLE, JOINT, COMPARATIVE OR CONCURRENT, OR STRICT LIABILITY OF PLP; PROVIDED, HOWEVER, THE INDEMNITY OBLIGATIONS OF THIS SECTION 16(A) SHALL NOT APPLY TO ANY LOSSES, AND CLAIMS RELATED THERETO, TO THE EXTENT SUCH LOSSES ARISE OUT OF OR ARE ATTRIBUTABLE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF PLP.

B) PLP SHALL BE RESPONSIBLE FOR AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SUPPLIER AGAINST ANY AND ALL LOSSES, AND CLAIMS RELATED THERETO (WHETHER AS TO PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE), ARISING OUT OF OR IN ANY WAY ATTRIBUTABLE, DIRECTLY OR INDIRECTLY, TO THE WORK, WHICH ARE SUFFERED BY PLP OR PLP'S EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES, REGARDLESS OF THE CAUSE OR CAUSES OF SUCH LOSSES, EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PREEXISTING DEFECT, NEGLIGENCE, WHETHER SOLE, JOINT, COMPARATIVE OR CONCURRENT, OR STRICT LIABILITY OF SUPPLIER; PROVIDED, HOWEVER, THE INDEMNITY OBLIGATIONS OF THIS SECTION 16(B) SHALL NOT APPLY TO ANY LOSSES, AND CLAIMS RELATED THERETO, TO THE EXTENT SUCH LOSSES ARISE OUT OF OR ARE ATTRIBUTABLE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUPPLIER.

C) WITH RESPECT TO THIS AGREEMENT, BOTH PARTIES AGREE THAT THESE PROVISIONS SET OUT IN THIS SECTION 16 COMPLY WITH THE REQUIREMENT, KNOWN AS THE EXPRESS NEGLIGENCE RULE, TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THIS AGREEMENT HAS PROVISIONS REQUIRING ONE PARTY (THE "INDEMNITOR") TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ANOTHER PARTY (THE "INDEMNITEE"). PLP AND SUPPLIER UNDERSTAND THAT PURSUANT TO THIS AGREEMENT, EACH PARTY IS SOMETIMES AN INDEMNIFYING PARTY AND SOMETIMES AN INDEMNIFIED PARTY. EACH INDEMNIFYING PARTY REPRESENTS TO THE INDEMNIFIED PARTY (1) THAT IT, THE INDEMNIFYING PARTY, HAS CONSULTED AN ATTORNEY CONCERNING THIS AGREEMENT OR, IF IT HAS NOT CONSULTED AN ATTORNEY, THAT IT WAS PROVIDED THE OPPORTUNITY AND HAD THE ABILITY TO SO CONSULT, BUT MADE AN INFORMED DECISION NOT TO DO SO, AND (2) THAT IT, THE INDEMNIFYING PARTY FULLY UNDERSTANDS ITS OBLIGATIONS UNDER THIS AGREEMENT.

D) TO THE PROPORTIONATE EXTENT OF THE FAULT OR NEGLIGENCE OF SUPPLIER, ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF ITS OR THEIR EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND REPRESENTATIVES, SUPPLIER SHALL DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS PLP, ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF ITS OR THEIR EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, CLAIM, SUIT, LIABILITY, STRICT LIABILITY, PRODUCT LIABILITY, JUDGMENT AND EXPENSE (INCLUDING ATTORNEY'S FEES AND OTHER COSTS OF LITIGATION) AND ANY FINES, PENALTIES AND ASSESSMENTS, ARISING OUT OF OR ATTRIBUTABLE TO INJURY, DISEASE OR DEATH OF, OR DAMAGE TO OR LOSS OF PROPERTY OF THIRD PARTIES RESULTING FROM OR ARISING OUT OF SUPPLIER'S PERFORMANCE OF THE WORK.

17) CONSEQUENTIAL DAMAGES.

Notwithstanding any other provision of this Agreement, in no event shall either Party be liable to the other, for lost profits or indirect, incidental, punitive, exemplary, consequential or special damages whether arising under contract, tort (including negligence), strict liability, or otherwise, (except for lost profits or indirect, incidental, punitive, exemplary, consequential or special damages suffered by non-affiliated third parties for which responsibility is allocated between the Parties).

18) DISPUTE RESOLUTION.

If at any time any dispute or difference arises between PLP and Supplier pursuant to the Agreement either Party shall as soon as is reasonably practicable give notice to the other of the existence of such dispute or difference specifying its nature and the point at issue. Both Parties agree that before litigation is filed, a good faith effort shall be made to resolve any such dispute, including referral of the dispute to the senior management of each Party or to non-binding mediation by a third party. If such good faith efforts fail and the dispute remains unresolved two (2) weeks after the notice of such dispute is received, then either Party may pursue litigation. IN THE EVENT OF LITIGATION, THEN THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN HARRIS COUNTY, TEXAS, AND IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. PARTIES ACCEPT, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVE ANY DEFENSE OF FORUM NON CONVENIENS OR LACK OF PERSONAL JURISDICTION. FURTHER, EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL FOR ANY AND ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT. If either PLP or Supplier institutes suit to enforce any right or obligation against the other arising from this Agreement, the prevailing party shall be entitled to recover all expenses of litigation, attorneys' fees, and court costs from the other Party.

19) NOTICE.

Any notice, request, instruction, correspondence or other document to be given hereunder by any Party hereto to another (herein collectively called "notice") shall be given in writing, delivered in person or by courier service requiring acknowledgement of receipt or mailed by certified mail, postage prepaid and return receipt requested, or by telecopier or by e-mail, to the address, facsimile and e-mail as follows.

To Supplier: To the address, phone, facsimile, and/or email set forth on the Purchase Order for Supplier

To PLP: PL Propylene, LLC

9822 LaPorte Freeway

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Attention: Tracie Miller-Kistler
Phone: 713-740-3968
Facsimile: 713-740-3999
tmiller-kistler@petrologistics.com

Notice given by personal delivery or courier shall be effective upon actual receipt. Notice given by mail shall be effective upon actual receipt or, if not actually received, the fifth (5th) business day following deposit with the U.S. Post Office. Notice given by telecopier shall be confirmed by appropriate answerback, and notice given by telecopier or by e-mail shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. Any Party hereto may change any address to which notice is to be given to it by giving notice as provided above of such change of address.

20) FORCE MAJEURE.

Each Party shall be excused from performance hereunder and absolved from liability from any act, omission or circumstance occasioned by any cause not within its reasonable control and which could not, by reasonable diligence, have been foreseen or avoided. Such acts, omissions or circumstances, however, shall not relieve a Party of liability in the event of its failure to use reasonable diligence to remedy the situation and remove the cause with all reasonable dispatch and to give notice (including all details of the situation) in writing to the other Party as soon as possible after the occurrence thereof. If by reason of any such force majeure event, the quantity of Goods available to Supplier shall be less than its total needs for its own use and sale, Supplier shall allocate on a fair and equitable basis such quantities of Goods. Quantities of Goods affected by a force majeure event, may at the option of PLP, be eliminated from the Agreement without liability. PLP may at its option terminate the Agreement and/or applicable Purchase Order if any force majeure event continues without interruption for ninety (90) days.

21) CONFIDENTIALITY.

The Supplier agrees that all designs, drawings, technical information and any other data whether written or oral supplied directly or indirectly by PLP to the Supplier, or derived therefrom (the "Confidential Information") shall be held in strict confidence by the Supplier and shall be used only in the performance of Supplier's obligations hereunder. Such Confidential Information shall remain the property of PLP and shall be returned to PLP at the conclusion of this Agreement and/or applicable Purchase Order. The Supplier further agrees that no Confidential Information supplied, or information derived from such Confidential Information will be commingled with other technology either known to the Supplier or obtained from other parties in the past or future for any purpose other than in connection with Supplier's performance under the terms of the Agreement and/or applicable Purchase Order. Notwithstanding any other provision, the following information shall not be considered confidential: (a) information in the public domain by publication or otherwise; (b) written information which Supplier can establish was in its possession at the time of disclosure to the Supplier and which is held by Supplier free of any obligation of confidence of any third party; (c) information lawfully received from third parties and not obtained directly or indirectly from PLP; or (d) information which is developed independently within the Supplier's organization by persons not privy to the confidential information. Supplier's obligations hereunder shall terminate two (2) years from the date this Agreement terminates.

22) ASSIGNMENT.

Neither Party shall assign this Agreement, nor any monies due nor to become due hereunder, without the other Party's prior written consent, such consent to not be unreasonably withheld, delayed or conditioned, and any attempted assignment without such consent shall be null and void. Upon the request of PLP, Supplier agrees that it will enter into a consent to collateral assignment by PLP of this Agreement to PLP's financing counterparties, which consent shall contain customary terms and conditions, including the grant to such financing counterparties of a right to cure defaults of PLP under this Agreement.

23) REFERENCE AND CONFLICT.

In the event of a conflict between these General Terms and Conditions and the attached Purchase Order, the terms and conditions of these General Terms and Conditions shall prevail, unless it is expressly stated in the applicable Purchase Order that the particular conflicting provision of the Purchase Order shall control.

24) INDEPENDENT CONTRACTOR AND SUBCONTRACTORS.

Supplier shall be an independent contractor with respect to the performance of the Work. Nothing in this Agreement shall be construed to create the relationship of partnership, principal and agent, joint venture, fiduciary and beneficiary, or employer and employee between PLP and Supplier. Supplier shall not contract with any subcontractor to perform the Work without the prior written consent of PLP. Supplier's subcontracting shall not discharge Supplier from its obligations under this Agreement and Supplier shall be fully responsible to PLP for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them unless PLP executes a written release.

25) MISCELLANEOUS.

- a) This Agreement contains the entire agreement of the Parties with respect to the subject matter addressed herein and shall only be amended and modified upon the written agreement of the Parties hereto, unless otherwise expressly provided for herein.
- b) THE PARTIES COVENANT AND AGREE THAT THIS AGREEMENT SHALL BE DEEMED FOR ALL PURPOSES AS PREPARED THROUGH THE JOINT EFFORTS OF THE PARTIES AND SHALL NOT BE CONSTRUED AGAINST ONE PARTY AS A RESULT OF THE PREPARATION, SUBMITTAL OR OTHER EVENT OR NEGOTIATION, DRAFTING OR EXECUTION.
- c) This Agreement shall be interpreted in accordance with the laws of the State of Texas without giving effect to choice of law principles thereof.
- d) If any provision of this Agreement is partially or completely unenforceable pursuant to applicable law, then such provision shall be deemed amended to the extent necessary to make it enforceable, if possible. If not possible, then such provision shall be deemed deleted. If any provision is so deleted, then the remaining provisions shall remain in full force and effect.

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26) ORIGIN OF GOODS.

ALL GOODS TO BE USED FOR PRESSURE RETAINING COMPONENTS, BOLTING AND NUTS SHALL BE FROM NORTH AMERICAN, WESTERN EUROPEAN, JAPANESE, OR KOREAN PROVIDERS AND/OR MANUFACTURERS. PLP WILL CONSIDER ISO 9001 PROVIDERS AND/OR MANUFACTURERS FROM OTHER ORIGINS; PROVIDED, HOWEVER, SUCH PROVIDERS AND/OR MANUFACTURERS MAY ONLY BE USED UPON THE PRIOR WRITTEN APPROVAL OF PLP. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, NO GOOD, INCLUDING ANY AND ALL COMPONENTS OF THE GOODS, MANUFACTURED IN CHINA SHALL BE DELIVERED WITHOUT THE PRIOR WRITTEN CONSENT OF PLP. ANY AND ALL COST INCURRED AS A RESULT OF VIOLATING THIS SECTION 26 WILL BE FOR SUPPLIER'S ACCOUNT.

27) DELIVERY.

The hours designated to receive purchased Goods will be from 7:00 am to 3:00 pm, Monday through Thursday, except holidays, at PLP's facility located at the address set forth in Section 19. Prior to delivery, Supplier shall request an appointment by contacting PLP at (713) 740-3941. NO Friday deliveries will be accepted (unless otherwise agreed to in advance). Goods Supplier desires to deliver after hours or alternate days require prior approval by PLP. PLP shall have no obligation to receive any unscheduled delivery of Goods and/or deliveries not made in accordance with these terms. Any cost or expense resulting therefrom shall be the responsibility of Supplier. Goods must be delivered with customary documentation which includes, but is not limited to, BOL, COA, packing slip, manifest, etc and must be identified/marked with the Purchase Order number, line item number, destination, contents, quantity, date and gross, tare and net weight, to the extent applicable, per each package, tote, drum, etc constituting part of a delivery. The contract of freightment should clearly indicate Goods, manufacturer name, distributor name, lot number, weight and test, if any, performed. In the event Goods arrive at the PLP's facility without the paperwork stated herein, the Goods will be staged and held until proper paperwork is obtained from Supplier. Supplier will be responsible for any costs and expenses as well as any extra charges applied (demurrage) resulting therefrom. Trucks will be heavy weighed and light weighed prior to and after unloading at the PLP's facility. Each tote, drum or alternate package will be weighed when unloaded at PLP's discretion. If there is a discrepancy between Supplier's reported weight and receiving weight as measured by PLP greater than 1%, then either (1) Supplier shall accept the receiving weight as measured by PLP or (2) PLP may reject the Goods pursuant to Section 2 above. PLP shall not be responsible for detention due to differences between reported and received weights. The Supplier will be responsible for any additional labor or handling cost and expenses arising from any weight discrepancy. The Supplier must ensure that the Goods are suitably packed to avoid damage in transit or in storage.

28) INTELLECTUAL PROPERTY

Supplier and/or subcontractors acknowledges that any and all inventions, discoveries, improvements, or creations which Supplier or subcontractors may conceive or make in the performance of this Agreement, whether individually or jointly with others, shall be the sole and exclusive property of PLP. Supplier agrees to execute any and all documents which may be deemed necessary by PLP in its sole discretion to evidence such ownership, and further agrees to cooperate fully in the filing and/or prosecution of any patent application(s) related to such inventions, discoveries, improvements or creations. Supplier further agrees to make prompt written disclosure to PLP of each such invention, discovery, improvement, or creation specifically pointing out features or concepts that Supplier believes to be new or different. Supplier agrees that all copyrightable works created in connection with the performance of this Agreement shall be the sole and exclusive property of PLP. To the extent that such works are not deemed to be "works for hire," Supplier hereby assigns all proprietary interests, including copyrights, in those works to PLP, without further compensation.

28) APPROVAL DOCUMENTS.

PLP's signature on any shipping/receiving document shall only constitute acknowledgment of receipt of the Work and/or Goods, and not acceptance of such Work and/or Goods, which remains subject to PLP's rights of inspection and rejection, and shall not constitute acceptance of any different terms or conditions other than those provided for herein. Approval of documents by PLP or any of its designees does not relieve Supplier of its responsibility for providing Work that is fully functional and complies fully with the specifications issued by PLP.

29) MATERIAL SAFETY DATA SHEETS.

Supplier shall furnish PLP, prior to the first delivery of Goods, Supplier's current Material Safety Data Sheet and other literature pertaining to the hazards associated therewith and the precautions which should be observed with respect thereto. Supplier shall promptly furnish PLP copies of any revisions to any of the same issued by Supplier during the term of this Agreement.