

## GENERAL TERMS, CONDITIONS & LIMITATIONS

1. **ACCEPTANCE.** SAYBOLT WESTEN HEMISPHERE, (hereinafter referred to as "Saybolt") offers and will accept orders for services only under Saybolt's General Terms, Conditions and Limitations (the "Terms"). Saybolt performs its services for only one customer unless Saybolt is expressly notified in writing prior to performing the services that such services are for the benefit and account of more than one party and each such party has received a copy of these Terms (each such party, collectively and individually, being hereinafter referred to as "Customer"), but Saybolt may rely completely on the instructions received from the first nominating Customer without consultation with any other Customer and may use its own discretion in resolving conflicts, discrepancies and/or ambiguities in or among Customer communications with Saybolt. These Terms replace and supercede any terms and conditions previously used by Saybolt and/or Customer to the extent of overlap, duplication and/or conflict therebetween. There may be other documents between Customer and Saybolt dealing with commercial issues such as pricing and invoicing, for example, but in the absence of such other documents, Saybolt's standard commercial terms are payment in full without setoff or discount within fifteen (15) days of the date of Saybolt's invoice, with interest on any amounts due but unpaid to Saybolt accruing until payment thereof at the lesser of (i) the highest lawful rate of interest permitted by applicable law or (ii) one percent (1%) per month. If unpaid amounts are collected through a collection agent, legal proceedings or by an attorney, Customer shall pay all related administrative charges, costs, attorneys' fees, and agents' fees associated with such collection procedures or efforts.
2. **CUSTOMER RESPONSIBILITY.** Customer shall at all times be responsible for the complete care, custody, and control of its premises where the services are or will be performed (the "Site") and shall provide a safe environment for Saybolt's employees and representatives to perform Saybolt services.
3. **NO GUARANTEES.** Saybolt expressly advises that it is neither an insurer nor guarantor of the quality or quantity of any inspected or analyzed product and disclaims any liability in such capacity.
4. **HOLD HARMLESS.** Customer releases and shall save, indemnify, defend and hold Saybolt, its employees, officers, directors, agents affiliates, subsidiaries franchisees, intermediaries, and each parent of Saybolt (Saybolt and each of said employees, officers, directors, agents, affiliates, subsidiaries, and each parent of Saybolt being herein called an "Indemnified Person") harmless from and against any and all liabilities, losses or damages, claims, demands, causes of action, suits and associated expenses (including, but not limited to all court costs, expert witness fees, investigative expenses and attorneys' fees (the "Litigation Expenses"), and awards arising in favor of Customer or any third party as a result of, and/or in any way occurring, incident to, arising out of, or in connection with the performance of services by Saybolt pursuant to this Agreement and/or the transportation, handling, or disposal of Customer's property (including samples): (i) injury, disease, or death to persons, (ii) damage to, loss of, or loss of use of property (including pollution damage to any surface or water, or damage to any storage tank, vessel or other Site), and/or (iii) financial loss of every kind or character, and (iv) delay or failure to perform the services due to causes beyond Saybolt's control.
5. **EXTENT OF INDEMNITY.** The indemnities in these Terms shall not apply to any of the foregoing losses, costs, damages, or injuries caused solely by the gross negligence or willful misconduct of Saybolt or its employees. Further, this indemnity shall specifically apply to losses, claims, damages, liabilities, awards, demands, Litigation Expenses, suits or causes of action of every kind and character arising out of or in connection with the negligence of or breach of contract by any Indemnified Person, whether actual or alleged, in the performance of services under this Agreement. The foregoing indemnities will be in addition to any liability that the Customer might otherwise have in Saybolt and the other Indemnified Persons. To the extent necessary under applicable law, Customer agrees that its indemnity obligation will be sufficiently supported by available liability insurance coverage to be furnished by Customer.
6. **NO CONSEQUENTIAL DAMAGES.** In no event shall Saybolt be liable to Customer for indirect, punitive, special, incidental, or consequential damages (including, without limitation, loss of profit or business interruption). Litigation Expenses or other fees (including without limitation, attorneys' fees, court costs, and/or pre- or post-judgment interest), or any other expenses or costs incurred by Customer or any other party in any litigation against or involving Saybolt or any Indemnified Person in connection with this Agreement or any service provided under this Agreement even if Customer is the prevailing party.
7. **LIMITATION OF LIABILITY.** All claims must be made in writing within 45 days after delivery of the Saybolt report regarding the work/services or such claim shall be deemed as irrevocably waived. Saybolt's liability under this Agreement or in connection with any service hereunder will not exceed the amount equal to ten times the charges payable for the services which are the subject matter of the alleged liability or the amount of USD 20,000, whichever is less. This remedy shall be the sole and exclusive remedy against Saybolt arising out of its work. Customer acknowledges that from time to time circumstances may arise under which Saybolt may need to engage the services of third parties or purchase goods made by third parties in connection with Saybolt's services; under no circumstances shall Saybolt be held liable for any such services or goods and accepts no responsibility for analysis result produced in laboratories operated by third parties, regardless of whether Saybolt witnessed such analysis.
8. **NO THIRD-PARTY BENEFICIARIES: NO RIGHT OF RELIANCE.** Saybolt shall have no responsibility or liability for Customer's or any third party's use of or reliance on the data, information, or reports furnished by Saybolt. Customer is securing services hereunder for his own account, and not as an agent or broker, or in any other representative capacity, for any other person or entity. It is agreed and acknowledged that there are no third party beneficiaries to this Agreement, and that no third party may rely on such data, information, or reports, except with the express prior written consent of Saybolt. Customer represents, warrants, and agrees that said data, information, and reports are not requested, nor shall be used or relied upon, in connection with or as part of, the securing, amendment, renewal, or extension of any loan from any financial institution or other lender, or the certification to or contracting with, directly or indirectly, any governmental agency or department. The original written report carrying the signature of the authorized representative of Saybolt serves as the only and exclusive proof of the content of any information provided by Saybolt to Customer, regardless of whether such information is also supplied by other means (such as electronically).
9. **REPORTING.** Any report, certificate or statement submitted to Customer other than in written form bearing the signature of the authorized representative of Saybolt shall be deemed to have been issued at the request of and for the risk of Customer, and Saybolt shall not be responsible and/or liable for any deviation between information in such report, certificate or statement and the information in the original written report signed by such representative.
10. **LEGAL CONSTRUCTION, INTERPRETATION AND VENUE.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.
11. **AMENDMENT.** No amendment or deviation from, and no waiver of, the terms set forth herein shall bind Saybolt unless in writing and signed by a duly authorized officer or managing director of Saybolt.
12. **LANGUAGE.** These conditions are originally drawn up in the English language and the ruling language is English.
13. **REGISTRATION.** Above mentioned conditions were lodged at Harris County, Texas, U.S.A. on April 2004.