



GENERAL PROVISIONS - SERVICES

1. ACCEPTANCE OF CONTRACT/TERMS AND CONDITIONS

(a) This Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties.

(b) SELLER's acknowledgment, acceptance of payment, or commencement of performance, shall constitute SELLER's unqualified acceptance of this Contract.

(c) Unless expressly accepted in writing by AMRO FABRICATING, additional or differing terms or conditions proposed by SELLER or included in SELLER's acknowledgment are objected to by AMRO FABRICATING and have no effect.

2. APPLICABLE LAWS

(a) This Contract shall be governed by and construed in accordance with the laws of the State of California without regard to its conflicts of laws provisions. SELLER, in the performance of this Contract, agrees to comply with all applicable local, state, and federal laws, orders, rules, regulations and ordinances. SELLER shall procure all licenses/permits, pay all fees, and other required charges, and shall comply with all guidelines and directives of any local, state, and/or federal governmental authority.

(b) SELLER shall be responsible for compliance with all requirements and obligations relating to its employees under all local, state, and federal statutes, ordinances, rules, and obligations including, but not limited to, employer's obligations under laws relating to: income tax withholding and reporting; civil rights; equal employment opportunity; discrimination on the basis of age, sex, race, color, religion, disability, national origin, or veteran status; overtime; minimum wage; social security contribution and withholding; unemployment insurance; employer's liability insurance; worker's compensation; veteran's rights; and all other employment, labor, or benefits related laws.

(c) SELLER shall comply with the Occupational Safety and Health Act of 1970, as amended. SELLER shall notify AMRO FABRICATING promptly in writing if a charge of noncompliance with the Act has been filed against SELLER in connection with SELLER's services performed hereunder on premises owned, leased or operated by AMRO FABRICATING.

3. ASSIGNMENT

Any assignment of SELLER's Contract rights or delegation of SELLER's duties shall be void, unless prior written consent is given by AMRO FABRICATING. Nevertheless, SELLER may assign rights to be paid amounts due, or to become due, to a financing institution if AMRO FABRICATING is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts. Amounts assigned shall be subject to setoff or recoupment for any present or future claims of AMRO FABRICATING against SELLER. AMRO FABRICATING shall have the right to make settlements and/or adjustments in price without notice to any assignee financing institution.

4. CHANGES

(a) The AMRO FABRICATING Procurement Representative may at any time, by written notice, and without notice to sureties or assignees, make changes within the general scope of this Contract in any one or more of the following: (i) description of services; (ii) drawings, designs, or specifications; (iii) method of shipping or packing; (iv) place of inspection, acceptance, or point of delivery; (v) time of performance; and (vi) place of performance.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Contract, AMRO FABRICATING shall make an equitable adjustment in this Contract price and/or delivery schedule, and modify this Contract accordingly. Changes to the time of performance will be subject to a price adjustment only.

(c) SELLER must request any equitable adjustment under this clause within thirty (30) days from the date of receipt of the written change order from AMRO FABRICATING. If the SELLER's proposed equitable adjustment includes the cost of property made obsolete or excess by the change, AMRO FABRICATING shall have the right to prescribe the manner of disposition of the property.

(d) Failure to agree to any adjustment shall be resolved in accordance with the "Disputes" clause of this Contract. However, nothing contained in this "Changes" clause shall excuse SELLER from proceeding without delay in the performance of this Contract as changed.

5. CONTRACT DIRECTION

(a) Only the AMRO FABRICATING Procurement Representative has authority on behalf of AMRO FABRICATING to make changes to this Contract. All amendments must be identified as such in writing and executed by the parties.

(b) AMRO FABRICATING engineering and technical personnel may from time to time render assistance or give technical advice or discuss or affect an exchange of information with SELLER's personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Contract and shall not be the basis for equitable adjustment.

(c) Except as otherwise provided herein, all notices to be furnished by the SELLER shall be in writing and sent to the AMRO FABRICATING Procurement Representative.

6. DEFAULT

(a) AMRO FABRICATING, by written notice, may terminate this Contract for default, in whole or in part, if SELLER (i) fails to comply with any of the terms of this Contract; (ii) fails to make progress so as to endanger performance of this Contract; (iii) fails to provide adequate assurance of future performance; (iv) files or has filed against it a petition in bankruptcy; or (v) becomes insolvent or suffers a material adverse change in financial condition. SELLER shall have ten (10) days (or such longer period as AMRO FABRICATING may authorize in writing) to cure any such failure after receipt of notice from AMRO FABRICATING. Default involving delivery schedule delays, bankruptcy or adverse change in financial condition shall not be subject to the cure provision.

(b) Following a termination for default of this Contract, SELLER shall be compensated only for Work actually delivered and accepted. AMRO FABRICATING may require SELLER to deliver to AMRO FABRICATING any

supplies and materials, manufacturing materials, and manufacturing drawings that SELLER has specifically produced or acquired for the terminated portion of this Contract. AMRO FABRICATING and SELLER shall agree on the amount of payment for these other deliverables.

(c) In the event of a cancellation or termination under this Contract, SELLER shall be liable to AMRO FABRICATING for cover costs, in addition to AMRO FABRICATING's other rights and remedies at law or in equity.

(d) Upon the occurrence and during the continuation of a default, AMRO FABRICATING may exercise any and all rights and remedies available to it under applicable law and equity, including without limitation, cancellation of this Contract. If after termination for default under this Contract, it is determined that SELLER was not in default, such termination shall be deemed a termination for convenience.

(e) SELLER shall continue all Work not terminated or cancelled.

7. DEFINITIONS

The following terms shall have the meanings set forth below:

(a) "Contract" means the instrument of contracting, such as "Purchase Order", "PO", "Subcontract", or other such type designation, including these General Provisions, all referenced documents, exhibits, and attachments. If these terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a Purchase Order or other such document) the term "Contract" shall also mean the release document for the Work to be performed.

(b) "AMRO FABRICATING" means AMRO FABRICATING CORPORATION, acting through its companies or business units, as identified on the face of this Contract. If a subsidiary or affiliate of AMRO FABRICATING CORPORATION is identified on the face of this Contract, then "AMRO FABRICATING" means that subsidiary or affiliate.

(c) "AMRO FABRICATING Procurement Representative" means a person authorized by AMRO FABRICATING's cognizant procurement organization to administer and/or execute this Contract.

(d) "SELLER" means the party identified on the face of this Contract with whom AMRO FABRICATING is contracting.

(e) "Work" means all required labor, articles, materials, supplies, goods, and services constituting the subject matter of this Contract.

8. DISPUTES

All disputes under this Contract that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. Until final resolution of any dispute hereunder, SELLER shall diligently proceed with the performance of this Contract as directed by AMRO FABRICATING.

9. ELECTRONIC CONTRACTING

The parties agree that if this Contract is transmitted electronically neither party shall contest the validity of this Contract, or any acknowledgement thereof, on the basis that this Contract or acknowledgement contains an electronic signature.

10. EXTRAS

Work shall not be supplied in excess of quantities specified in this Contract. SELLER shall be liable for handling charges and return shipment costs for any excess quantities.

11. FURNISHED PROPERTY

(a) AMRO FABRICATING may provide to SELLER property owned by either AMRO FABRICATING or its customer (Furnished Property). Furnished Property shall be used only for the performance of this Contract.

(b) Title to Furnished Property shall remain in AMRO FABRICATING or its customer. SELLER shall clearly mark (if not so marked) all Furnished Property to show its ownership.

(c) Except for reasonable wear and tear, SELLER shall be responsible for, and shall promptly notify AMRO FABRICATING of, any loss or damage. Without additional charge, SELLER shall manage, maintain, and preserve Furnished Property in accordance with good commercial practice.

(d) At AMRO FABRICATING's request, and/or upon completion of this Contract, the SELLER shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by AMRO FABRICATING.

12. GRATUITIES/KICKBACKS

SELLER shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as an AMRO FABRICATING supplier.

13. INDEPENDENT CONTRACTOR RELATIONSHIP AND SELLER PERSONNEL

(a) SELLER's relationship to AMRO FABRICATING shall be that of an Independent Contractor and this Contract does not create an agency, partnership, or joint venture relationship between AMRO FABRICATING and SELLER or AMRO FABRICATING and SELLER personnel. Personnel supplied by SELLER hereunder shall be deemed employees of SELLER and shall not for any purposes be considered employees or agents of AMRO FABRICATING. SELLER assumes full responsibility for the actions and supervision of such personnel while performing services under this Contract. AMRO FABRICATING assumes no liability for SELLER personnel.

(b) SELLER shall inform AMRO FABRICATING if a former employee of AMRO FABRICATING or its parent or any subsidiary will be assigned Work under this Contract, and any such assignment shall be subject to AMRO FABRICATING approval.

(c) Nothing contained in this Contract shall be construed as granting to SELLER or any personnel of SELLER rights under any AMRO FABRICATING benefit plan.

(d) SELLER will ensure that SELLER personnel assigned to work on AMRO FABRICATING's or Customer's premises comply with any on-premises guidelines and: (i) do not bring weapons of any kind onto AMRO FABRICATING's or Customer's premises; (ii) do not manufacture, sell, distribute, possess, use or be under the influence of controlled substances or alcoholic beverages while on AMRO FABRICATING's or Customer's premises; (iii) do not possess hazardous materials of any kind on AMRO FABRICATING's or Customer's premises without AMRO FABRICATING's authorization; (iv) remain in authorized areas only; (v) will not conduct any non-AMRO FABRICATING related

business activities (such as interviews, hirings, dismissals or personal solicitations) on AMRO FABRICATING's or Customer's premises, (vi) will not send or receive non-AMRO FABRICATING related mail through AMRO FABRICATING's or Customer's mail systems; and (vii) will not sell, advertise or market any products or memberships, distribute printed, written or graphic materials on AMRO FABRICATING's or Customer's premises without AMRO FABRICATING's written permission or as permitted by law.

(e) All persons, property, and vehicles entering or leaving AMRO FABRICATING's or Customer's premises are subject to search.

(f) SELLER will promptly notify AMRO FABRICATING and provide a report of any accidents or security incidents involving loss of or misuse or damage to AMRO FABRICATING's or Customer's intellectual or physical assets, and all physical altercations, assaults, or harassment.

(g) Prior to entry on AMRO FABRICATING premises, SELLER shall coordinate with AMRO FABRICATING to gain access to facilities. SELLER shall provide information reasonably required by AMRO FABRICATING to ensure proper identification of personnel, including, but not limited to verification of citizenship, lawful permanent resident status, protected individual or other status.

(h) SELLER personnel: (i) will not remove AMRO FABRICATING or Customer assets from AMRO FABRICATING's or Customer's premises without AMRO FABRICATING authorization; (ii) will use AMRO FABRICATING or Customer assets only for purposes of this Contract; (iii) will only connect with, interact with or use computer resources, networks, programs, tools or routines that AMRO FABRICATING agrees are needed to provide services; and (iv) will not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers. AMRO FABRICATING may periodically audit SELLER's data residing on AMRO FABRICATING's or Customer's information assets.

(i) AMRO FABRICATING may, at its sole discretion, have SELLER remove any specified employee of SELLER from AMRO FABRICATING's premises and request that such employee not be reassigned to any AMRO FABRICATING premises under this Contract.

(j) SELLER shall provide AMRO FABRICATING any information about SELLER's personnel that AMRO FABRICATING is required by law to obtain, including information on "leased employees" and "management services organization" as these terms are used in Secs. 414(m), (n), and (o) of the Internal Revenue Code.

(k) Violation of this clause may result in termination of this Contract in addition to any other remedy available to AMRO FABRICATING at law or in equity. SELLER shall reimburse AMRO FABRICATING or Customer for any unauthorized use of AMRO FABRICATING or Customer assets.

(l) SELLER shall advise the AMRO FABRICATING Procurement Representative of any unauthorized direction or course of conduct.

(m) SELLER shall be responsible for and hold harmless AMRO FABRICATING and its customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Contract.

(n) SELLER shall indemnify and hold harmless AMRO FABRICATING from and against any actual or alleged liability, loss, costs, damages, fees of attorneys, and other expenses which AMRO FABRICATING may sustain or incur in consequence of (i) SELLER's failure to pay any employee for the Work rendered under this Contract, or (ii) any claims made by SELLER's personnel against AMRO FABRICATING.

14. INFORMATION OF AMRO FABRICATING

(a) SELLER shall not reproduce or disclose any information, knowledge, or data of AMRO FABRICATING that SELLER may receive from AMRO FABRICATING or have access to, including proprietary or confidential information of AMRO FABRICATING or of others when in possession of AMRO FABRICATING (hereinafter AMRO FABRICATING INFORMATION), without the prior written consent of AMRO FABRICATING. AMRO FABRICATING INFORMATION includes, but is not limited to, business plans, marketing information, cost estimates, forecasts, bid and proposal data, financial data, formulae, compositions, products, processes, procedures, inventions, systems, or designs. SELLER agrees not to use any AMRO FABRICATING INFORMATION for any purpose except to perform this Contract. SELLER shall maintain data protection processes and systems sufficient to adequately protect AMRO FABRICATING information.

(b) Prior to commencement of Work, SELLER shall have a written agreement with each of its employees performing services hereunder sufficient to enable SELLER to comply with this Clause.

(c) AMRO FABRICATING INFORMATION provided to the SELLER remains the property of AMRO FABRICATING. Within thirty (30) days of the expiration or termination of this Contract or upon the request of AMRO FABRICATING, SELLER shall return or certify the destruction of all AMRO FABRICATING INFORMATION and any reproductions, and the SELLER shall promptly surrender all information or proprietary data developed by SELLER in performance of this Contract, unless its retention is authorized in writing by AMRO FABRICATING.

(d) The provisions set forth above are in addition to any obligations contained in a proprietary information agreement between the parties.

15. INFORMATION OF SELLER

SELLER shall not provide any proprietary information to AMRO FABRICATING without prior execution of a proprietary information agreement by the parties.

16. INSPECTION AND ACCEPTANCE

(a) AMRO FABRICATING and its customer may inspect all Work at reasonable times and places. SELLER shall provide all information, facilities, and assistance necessary for safe and convenient inspection without additional charge.

(b) No such inspection shall relieve SELLER of its obligations to furnish and warrant all Work in accordance with the requirements of this Contract. AMRO FABRICATING's final inspection and acceptance shall be at destination.

(c) If SELLER delivers non-conforming Work, AMRO FABRICATING may, in addition to any other remedies available at law or at equity: (i) accept all or part of such Work at an equitable price reduction; or (ii) reject such Work.

(d) SELLER shall not re-tender rejected Work without disclosing the corrective action taken.

17. INSURANCE/ENTRY ON AMRO FABRICATING FACILITIES

(a) In the event that SELLER, its employees, agents, or subcontractors enter the site(s) of AMRO FABRICATING or its customers for any reason in connection with this Contract then SELLER and its subcontractors shall maintain for the performance of this Contract workers compensation, commercial (CGL) and automobile liability (AL) (third party bodily injury and property damage liability) insurance with a minimum of \$1,000,000 per occurrence limit and such other insurance as AMRO FABRICATING may require. SELLER shall provide AMRO FABRICATING thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of SELLER's required insurance, provided however such notice shall not relieve SELLER of its obligations to maintain the required insurance. SELLER shall name AMRO FABRICATING as an additional insured to the CGL and AL policies for the duration of this Contract. If requested, SELLER shall provide AMRO FABRICATING with a "Certificate of Insurance" evidencing SELLER's compliance with these requirements. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of AMRO FABRICATING and is not contributory with any insurance which AMRO FABRICATING may carry. "Subcontractor" as used in this clause shall include SELLER's subcontractors at any tier. SELLER's obligations for maintaining insurance coverages herein are freestanding and are not affected by any other language in this Contract.

(b) SELLER shall defend, indemnify and hold harmless AMRO FABRICATING, its officers, employees, and agents from any losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys fees, all expenses of litigation and/or settlement, and court costs, by reason of property damage or loss or personal injury to any person caused in whole or in part by the actions or omissions of SELLER, its officers, employees, agents, suppliers, or subcontractors.

18. INTELLECTUAL PROPERTY

(a) SELLER assigns, conveys and transfers to AMRO FABRICATING without any further consideration each and every invention, discovery, improvement, mask work, and patent relating to the Work, conceived, developed, or generated in performance of this Contract, and upon request shall execute any required papers and furnish all reasonable assistance to AMRO FABRICATING to vest all right, title and interest in such inventions, discoveries, improvements, maskworks, and patents in AMRO FABRICATING.

(b) All data, copyrights, reports, and works of authorship developed in performance of this Contract shall be the sole property of AMRO FABRICATING, shall be used by SELLER solely in work for AMRO FABRICATING. To the extent that any of the deliverable items may not, by operation of law, be works made for hire, SELLER hereby assigns to AMRO FABRICATING the ownership of copyright in the deliverable items and AMRO FABRICATING shall have the right to obtain and hold in its own name copyrights, registrations, and similar protection which may be available in the deliverable items. SELLER agrees to give AMRO FABRICATING or its designees all assistance reasonably required to perfect such rights.

(c) To the extent that any pre-existing inventions, technology, designs, works of authorship, mask works, technical information, computer software, and other information or materials are used, included, or contained in the Work or deliverable items and not owned by AMRO FABRICATING pursuant to this or a previous agreement with SELLER,

SELLER grants to AMRO FABRICATING an irrevocable, nonexclusive, world-wide, royalty-free license to: (i) make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works based upon, such pre-existing inventions, technology, designs, works of authorship, mask works, technical information, computer software, and other information or materials and derivative works thereof; and (ii) authorize others to do any, some or all of the foregoing.

(d) Items delivered under this Contract such as operation and maintenance manuals shall be delivered with the right to copy for internal use and/or copy and deliver with the right to use to AMRO FABRICATING's customers.

(e) All reports, memoranda or other materials in written form, including machine readable form, prepared by SELLER pursuant to this Contract and furnished to AMRO FABRICATING by SELLER hereunder shall become the sole property of AMRO FABRICATING.

(f) SELLER warrants that the Work performed or delivered under this Contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. SELLER agrees to defend, indemnify, and hold harmless AMRO FABRICATING and its customers from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys fees, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Contract infringes or otherwise violates the intellectual property rights of any person or entity.

19. MAINTENANCE OF RECORDS

(a) SELLER shall maintain complete and accurate records in accordance with generally accepted accounting principles to substantiate SELLER's charges hereunder. Such records shall include, but not be limited to, applicable time sheets, job cards, phone bills, travel receipts and job summaries. SELLER shall retain such records for three (3) years from final payment of this Contract.

(b) AMRO FABRICATING shall have access to such records, and any other records SELLER is required to maintain under this Contract, for the purpose of audit during normal business hours, upon reasonable notice for so long as such records are required to be retained.

20. PAYMENTS, TAXES, AND DUTIES

(a) Unless otherwise provided, terms of payment shall be net thirty (30) days from the latest of the following: (1) AMRO FABRICATING's receipt of the SELLER's proper invoice; (2) scheduled completion of performance date of the Work; or (3) actual completion of performance of the Work.

(b) Each payment made shall be subject to reduction to the extent of amounts which are found by AMRO FABRICATING or SELLER not to have been properly payable, and shall also be subject to reduction for overpayments. SELLER shall promptly notify AMRO FABRICATING of any such overpayments and remit the amount of the overpayment except as otherwise directed by AMRO FABRICATING.

(c) AMRO FABRICATING shall have a right of setoff against payments due or at issue under this Contract or any other Contract between the parties.

(d) Payment shall be deemed to have been made as of the date of mailing AMRO FABRICATING's payment or electronic funds transfer.

(e) Unless otherwise specified, prices include all applicable federal, state, and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice.

(f) SELLER agrees to submit upon the request of AMRO FABRICATING's Procurement Representative a release of claims upon final payment under this Contract.

21. PRECEDENCE

Any inconsistencies in this Contract shall be resolved in accordance with the following descending order of precedence:

(1) Face of the Purchase Order and/or Task Order, release document, or schedule, (including any continuation sheets), as applicable, including any special terms and conditions; (2) this document and (3) the Statement of Work.

22. PROHIBITED SOFTWARE

(a) This clause only applies to Work that includes the delivery of software.

(b) As used herein, "Prohibited License" means the General Public License ("GPL") or Lesser/Library GPL, the Artistic License (e.g., PERL), the Mozilla Public License, the Netscape Public License, the Sun Community Source License, the Sun Industry Standards License, or variations thereof, including without limitation licenses referred to as "GPL-Compatible, Free Software License."

(c) As used herein, "Prohibited Software" means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (1) open source, publicly available, or "free" software, library or documentation, or (2) software that is licensed under a Prohibited License, or (3) software provided under a license that (a) subjects the delivered software to any Prohibited License, or (b) requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge, or (c) obligates AMRO FABRICATING to sell, loan, distribute, disclose or otherwise make available or accessible to any third party (i) the delivered software, or any portion thereof, in object code and/or source code formats, or (ii) any products incorporating the delivered software, or any portion thereof, in object code and/or source code formats.

(d) Unless SELLER has obtained AMRO FABRICATING's prior written consent, which AMRO FABRICATING may withhold in its sole discretion, SELLER shall not use in connection with this Contract, or deliver to AMRO FABRICATING, any Prohibited Software.

(e) SELLER agrees to defend, indemnify, and hold harmless AMRO FABRICATING, its customers and suppliers from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys fees, relating to use in connection with this Contract or the delivery of Prohibited Software.

23. QUALITY CONTROL SYSTEM

(a) SELLER shall provide and maintain a quality control system to an industry recognized Quality Standard and in compliance with any other specific quality requirements identified in this Contract.

(b) Records of all quality control inspection work by SELLER shall be kept complete and available to AMRO FABRICATING and its customers.

24. RELEASE OF INFORMATION

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, will be made by SELLER or its subcontractors without the prior written approval of AMRO FABRICATING.

25. SEVERABILITY

Each clause, paragraph and subparagraph of this Contract is severable, and if one or more of them are declared invalid, the remaining provisions of this Contract will remain in full force and effect.

26. STOP WORK

(a) SELLER shall stop Work for up to one hundred (100) days in accordance with any written notice received from AMRO FABRICATING, or for such longer period of time as the parties may agree and shall take all reasonable steps to minimize the incurrence of costs allocable to the Work during the period of Work stoppage.

(b) Within such period, AMRO FABRICATING shall either terminate in accordance with the provisions of this Contract or continue the Work by written notice to SELLER. In the event of a continuation, an equitable adjustment in accordance with the principles of the "Changes" clause shall be made to the price, delivery schedule, or other provision(s) affected by the Work stoppage, if applicable, provided that the claim for equitable adjustment is made within twenty (20) days after date of notice to continue.

27. SURVIVABILITY

If this Contract expires, is completed, or is terminated, SELLER shall not be relieved of those obligations contained in this Contract for the following clauses:

Applicable Laws
Electronic Contracting
Export Control
Independent Contractor Relationship and Seller Personnel
Information of AMRO FABRICATING
Insurance/Entry on AMRO FABRICATING Property
Intellectual Property
Maintenance of Records
Prohibited Software
Release of Information
Warranty

28. TERMINATION FOR CONVENIENCE

(a) AMRO FABRICATING reserves the right to terminate this Contract, or any part hereof, for its convenience.

AMRO FABRICATING shall terminate by delivering to the SELLER a Notice of Termination specifying the extent of termination and the effective date. In the event of such termination, SELLER shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this Contract, SELLER shall be paid a percentage of the Contract price reflecting the percentage of the Work performed prior to the notice of termination, plus reasonable charges SELLER can demonstrate to the satisfaction of AMRO FABRICATING using its standard record keeping system have resulted from the termination. SELLER shall not be paid for any Work performed or costs incurred which reasonably could have been avoided.

(b) In no event shall AMRO FABRICATING be liable for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the total Contract price. SELLER's termination claim shall be submitted within ninety (90) days from the effective date of the termination.

(c) SELLER shall continue all Work not terminated.

29. TIMELY PERFORMANCE

(a) SELLER's timely performance is a critical element of this Contract.

(b) If SELLER becomes aware of difficulty in performing the Work, SELLER shall timely notify AMRO FABRICATING, in writing, giving pertinent details. This notification shall not change any performance schedule.

30. WAIVERS, APPROVALS, AND REMEDIES

(a) Failure by either party to enforce any of the provisions of this Contract or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a party thereafter to enforce such provision or law.

(b) AMRO FABRICATING's approval of documents shall not relieve SELLER of its obligation to comply with the requirements of this Contract.

(c) The rights and remedies of either party in this Contract are cumulative and in addition to any other rights and remedies provided by law or in equity.

31. FORCE MAJEURE.

Seller shall not be liable for excess re-procurement costs pursuant to the "Cancellation for Default" article of this contract, incurred by Buyer because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of Seller. Examples of these causes are (a) acts of God or of the public enemy, (b) acts of the Government in either its sovereign or contractual capacity, (c) fires, (d) floods, (e) epidemics, (f) quarantine restrictions, (g) strikes, (h) freight embargoes and (i) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of Seller. If the delay is caused by delay of a subcontractor of Seller and if such delay arises out of causes beyond the reasonable control of both, and if such delay is without the fault or negligence of either, Seller shall not be liable for excess costs unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedules. Seller shall notify Buyer in writing within 10 days after the beginning of any such cause.

32. WARRANTY

(a) SELLER warrants that it is and shall remain free of any obligation or restriction which would interfere or be inconsistent with or present a conflict of interest concerning the Work to be furnished by SELLER under this Contract.

(b) SELLER warrants that it will perform the services under this Contract with the degree of high professional skill and sound practices and judgment which is normally exercised by recognized professional firms with respect to services of a similar nature.

(c) SELLER warrants that all Work furnished pursuant to this Contract shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of this Contract and be free from defects in

design, material, and workmanship. This warranty shall begin upon final acceptance and extend for a period of one (1) year. If any nonconforming Work is identified within the warranty period, SELLER, at AMRO FABRICATING's option, shall promptly repair, replace, or re-perform the Work. Transportation of replacement Work, return of non-conforming Work, and re-performance of Work shall be at SELLER's expense. If repair, or replacement, or re-performance of Work is not timely, AMRO FABRICATING may elect to return, re-perform, or repair, replace, or re-procure the Work at SELLER's expense. All warranties shall run to AMRO FABRICATING and its customers.