

GENERAL CONDITIONS FOR PROFESSIONAL SERVICE CONTRACTS

1. DEFINITIONS:
2. SUPPLIER RESPONSIBILITY:
3. RIGHT OF ENTRY:
4. ENGINEERING WORK:
5. CONDITIONS FOR WORK ON OWNER'S PREMISES:
6. OWNER'S AND SUPPLIER'S REPRESENTATIVES AND EMPLOYEES:
7. RECORDS:
8. CHANGES:
9. DELAYS:
10. CLAIMS:
11. PAYMENT:
12. SUSPENSION OF WORK:
13. TERMINATION FOR CONVENIENCE:
14. FAILURE BY SUPPLIER:
15. CONFIDENTIAL INFORMATION:
16. PATENTS, TRADE SECRETS, COPYRIGHTS AND TRADEMARKS:
17. INVENTIONS:
18. CAMERAS, PHOTOGRAPHS AND OTHER MEDIA:
19. INDEMNITY:
20. TAXES:
21. LAWS AND REGULATIONS:
22. NOTICES:
23. INDEPENDENT CONTRACTOR:
24. ASSIGNMENT AND SUBCONTRACTING:
25. WAIVER:
26. ENTIRE CONTRACT:
27. APPLICABLE LAW:

1. DEFINITIONS:

A. Unless the context otherwise requires:

"Approval" means the approval of Owner.

"As directed," "as required," "acceptable," "satisfactory," and similar terms refer by or to Owner.

"Contract" means this Supplier Service Contract and all other documents incorporated by reference herein or therein, as amended from time to time.

"Owner" includes its successors, assigns and legal representatives.

"Supplier" means the individual, corporation, partnership, joint venture, association or other entity that has undertaken to carry out the Work and includes Supplier's successors, permitted assigns and legal representatives.

"Work" means the Supplier services and all other things to be provided, supplied, made or done by Supplier pursuant to this Contract.

B. Unless the context otherwise requires, (a) words in the singular include the plural and vice versa, (b) words of any gender (masculine, feminine or neuter) include each other gender, and (c) a reference to any article, paragraph or clause is a reference to such article, paragraph or clause in these General Conditions.

C. Headings are included for purposes of easy reference and shall not affect the meaning or interpretation of this contract.

2. SUPPLIER RESPONSIBILITY:

Supplier shall use his best efforts and Supplier ability to perform the Work and shall, as a minimum, conform to

the standards of care, skill and diligence normally exercised by a Supplier in good standing in the performance of services of a similar nature. Supplier warrants that portions of the facilities designed in whole by Supplier and constructed in accordance with Supplier's design shall operate and perform in accordance with the intent and requirements of this Contract.

3. RIGHT OF ENTRY:

At any reasonable time, the Supplier shall permit Owner, their customers and regulatory authorities right of access to all of the Seller's facilities involved in the order and to applicable records.

4. ENGINEERING WORK:

All engineering Work shall be subject to Owner's approval after such Work has been checked and approved by Supplier. Unless otherwise agreed to by Owner, Supplier shall sign all drawings and specifications as checked and approved prior to submitting them for Owner's review. Supplier shall submit to Owner for Owner's approval all design engineering data, flow diagrams, piping and instrument diagrams, general arrangement drawings and detail drawings. Unless otherwise stated, within ten (10) days after Owner has received general arrangement and piping diagrams and within five (5) days after Owner has received other detail drawings, Owner will approve or note corrections to be made upon such data, diagrams and drawings and return one (1) copy of each to Supplier. Supplier shall, promptly upon receipt of such data, diagrams and drawings, proceed with the Work that has been approved by Owner. If corrections are required, Supplier shall resubmit the required data, diagrams and drawings with corrections made. Unless otherwise agreed to by Owner, all construction drawings used for bid purposes shall be stamped "Approved for Construction" and signed by

Supplier prior to requesting bids. Supplier shall furnish Owner with the required number of copies and one (1) reproducible tracing of final corrected drawings, unless Owner specifies otherwise. In the event that Supplier produces any such drawings through the use of computer-aided design ("CAD") facilities or equipment, Supplier shall also furnish Owner, upon Owner's request, with a copy of such drawings on standard electronic data storage media (magnetic tape, disk, etc.) with the data arranged in a commonly recognized interchange file format. Notwithstanding Owner's approval of drawings and other pertinent data, Supplier shall be and remain fully responsible for the adequacy, accuracy and completeness of such data, diagrams and drawings and the Work performed pursuant thereto, and Supplier shall not be relieved from any duties or responsibilities under this Contract on account of such Owner approval.

5. CONDITIONS FOR WORK ON OWNER'S PREMISES:

In the event that any portion of the Work is to be performed on Owner's premises, the following conditions shall apply:

A. Supplier shall conform to all safety, security, fire protection and first aid requirements set forth in Exhibits "S" and "S-I," "Contractor Health, Safety, Security, Fire Protection and First Aid Requirements" to this Contract. Supplier shall have and discharge the obligations of "Contractor" set forth in said Exhibits "S" and "S-I."

B. (a) Supplier shall, at his expense, procure and maintain the following insurance:

(i) WORKERS' COMPENSATION INSURANCE in the amount required by all applicable laws, including, without limitation, the Longshore and Harbor Workers' Compensation Act and any other federal compensation act or maritime act, and EMPLOYER'S LIABILITY INSURANCE to a limit of not less than \$1,000,000. Supplier before commencing the Work shall be qualified under the workers' compensation laws of the state or states in which the Work or any portion of the Work is to be performed and shall at all times comply with the provisions of said laws. All subcontractors of Supplier shall be required by Supplier to maintain the above described insurance coverages and to comply with qualification requirements of all applicable workers' compensation laws; Supplier shall do so on behalf of his subcontractors if his subcontractors fail to maintain said insurance or to comply with said qualification requirements.

(ii) COMPREHENSIVE GENERAL LIABILITY INSURANCE, including, without limitation, automobile liability covering Supplier and his employees for all of Supplier's operations hereunder, including, without limitation, the operations of all subcontractors, the operation of vehicles and equipment by Supplier or any and all subcontractors and liability assumed under the "Indemnity" provision of this Contract, with limits of not less than \$1,000,000 as a combined single limit for injury

to, or death of, any person or persons and for property damage, including consequential loss, arising out of any single occurrence.

(b) Prior to commencement of the Work, Supplier shall provide Owner with certificates of insurance which demonstrate compliance with the terms of Paragraph B of this Article 5. The Comprehensive General Liability Policy (a) shall name Kaiser Aluminum as an additional insured, (b) shall provide that other insurance which Owner may have to insure loss shall be in excess of and not contribute to a loss to which the insurance provided herein by Supplier is applicable, and (c) shall provide that the insurer waives any right to subrogation which might arise by reason of any payment under the policies against Kaiser Aluminum, its subsidiaries, its affiliated companies and the agents and employees of any of the foregoing.

(c) Insurance deductibles, if any, shall not exceed \$10,000 per occurrence and shall be absorbed entirely by Supplier with no contribution by Owner. In the event of a reduction or exhaustion of any aggregate limit, Supplier shall secure additional insurance or shall have excess insurance available so as to comply at all times with the above requirements as to limits.

6. OWNER'S AND SUPPLIER'S REPRESENTATIVES AND EMPLOYEES:

A. Within five (5) days after the award of this Contract and prior to commencement of any Work, Supplier shall appoint a competent Supplier's representative who shall have charge of the Work. Supplier shall give Owner written notice of the name, address and telephone number (day and night) of such representative. Supplier's representative shall be authorized to receive orders and to act for Supplier in all matters and shall be qualified to superintend the Work.

B. Within five (5) days after the award of this Contract, Owner shall appoint a competent Owner's representative who shall be authorized to give direction and to act for Owner in all matters concerning the Work. Owner shall give Supplier written notice of the name, address and telephone number (day and night) of such representative.

C. Owner may require Supplier to remove any person employed by Supplier in or near Owner's premises if Owner determines that the presence of such person is detrimental to the performance of the Work or to Owner's other operations or if, in Owner's opinion, the employee is not qualified to perform the Work assigned to him or is guilty of improper conduct.

7. RECORDS:

Supplier shall keep a complete set of accounts and records on a cost accounting basis, in accordance with

generally accepted accounting principles, showing all expenditures under this Contract. If this Contract provides for compensation on a cost basis or if Supplier claims compensation from Owner under Article 8 "Changes," Article 9 "Delays," Article 10 "Claims," Article 12 "Suspension of Work," Article 13 "Termination for Convenience" or otherwise, as a condition precedent to any obligation of Owner to pay for Work hereunder, Owner or its representatives shall have the right to inspect, audit and verify such accounts and records; and Supplier shall furnish any supporting information in connection with such accounts and records, as Owner may request.

8. CHANGES:

A. Owner at all times shall have the right to correct errors and omissions in and to make any changes in or deletions from or additions to the scope or complexity of the Work. Supplier shall not depart from the requirements of this Contract unless first directed, in writing, by Owner, and thereafter shall promptly comply with all such written directives of Owner.

B. Within five (5) days after receipt of such written notice, Supplier shall give Owner an estimate of the increase or decrease in the cost of the Work and time of performance resulting from such changes. The Contract price shall be increased or decreased, as the case may be, on account of each authorized change, addition or deletion by an amount equal to the sum of (a) the lowest reasonable increase or decrease, if any, in the direct cost of performing the Work resulting from such change, addition or deletion and (b) the allowances provided for in this Contract, or if no allowances are stated in this Contract, a maximum of fifteen percent (15%) of the direct cost to cover overhead and profit as the combined allowance to Supplier and all subcontractors for overhead and profit; provided that if the Contract price provides for unit prices, such unit prices shall be applicable in lieu of the amounts specified in clauses (a) and (b) of this sentence to the extent such change, addition or deletion involves Work covered by such unit prices. If any change or accumulation of changes is covered by unit prices or if unit prices are subsequently agreed upon and if quantities originally contemplated are so changed by such written Owner directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to Owner or to Supplier, the applicable unit prices shall be equitably adjusted. Under no circumstances, however, shall Supplier be entitled to any amount for indirect costs, damages or expenses of any nature regardless of the number, nature or timing of changes to the Work, including, without limitation, "impact" costs or labor inefficiency costs. The time for performance shall be increased or decreased, as the case may be, for each authorized change, addition or deletion by the lowest reasonable number of days by which the time required for Supplier's completion of each phase of the Work will be increased or decreased, if at all, as result of such change, addition or deletion.

C. Owner may determine the amount of the increase or decrease in the Contract price and time for performance, if any, necessary to reasonably compensate Supplier for such change and shall issue an amendment to this Contract providing for such change in the Contract price and time for performance. Each such determination by Owner shall be final and binding upon Owner and Supplier; and this Contract shall be modified in accordance therewith unless within thirty (30) days following Supplier's notice or receipt of such determination, Supplier protests such determination by written notice to Owner. Pending final resolution of any dispute arising under this Contract, unless Owner and Supplier otherwise agree in writing, Supplier shall proceed diligently with the performance of the Work and Owner shall continue to make payments subject to the terms of Article 11 "Payment."

9. DELAYS:

If Supplier is delayed at any time in prosecuting the Work by (a) any act or neglect of Owner, (b) changes in the Work (collectively, clauses (a) and (b) of this sentence, the "Compensable Delays") or by (c) fire or unavoidable casualties or (d) any other cause which Supplier could not reasonably foresee or provide against (collectively, clauses (c) and (d) of this sentence, the "Excusable Delays"), then the Contract compensation and time for performance shall be adjusted as follows. In the event of Compensable Delays, Supplier shall be entitled to an equitable adjustment both in the Contract compensation and in the time for performance. In the event of Excusable Delays, Supplier shall be entitled only to an equitable adjustment in the time for performance. For Compensable Delays, Supplier's sole monetary compensation shall be for extended duration costs determined by (a) computing the actual excess direct costs for the extended duration, plus (b) a reasonable amount for similar items as substantiated by any subcontractor, plus (c) escalation in labor and materials costs related to industry-wide increases in the costs of such items, plus (d) five percent (5%) of the sum of clauses (a) through (c) of this sentence for home office overhead. In determining the compensation due hereunder for Compensable Delays, no allowance shall be made for profit.

10. CLAIMS:

Subject to and without in any way enlarging or limiting the other provisions of this Contract, and unless otherwise specifically prescribed in this Contract, any claim of Supplier against Owner for extension of time, extra compensation or damages, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by Supplier unless said claim is set forth in writing, accompanied by itemized supporting data specifically identifying each and every element of cost that Supplier claims to have incurred or claims that he will incur, and filed with Owner within thirty (30) days after the conditions upon which said claim is

based became known or should have become known to Supplier.

11. PAYMENT:

A. Supplier shall receive the Contract price as full and complete payment for the Work hereunder. Subject to all other provisions of this Contract, the above compensation shall be paid as provided in this Article 11.

B. Within ten (10) days after the end of each month, Supplier shall furnish to Owner a detailed invoice showing the man-hours expended and the value of the Work done during such month.

C. Within thirty (30) days after receipt of such invoice, Owner shall remit to Supplier one hundred percent (100%) of the amount determined by Owner to be due to Supplier for such period.

D. Owner's obligation to make any of the payments required hereunder shall be subject to the right of Owner to withhold an amount equal to the amount of any claims Owner may have against Supplier under or in connection with this Contract or any other contract between the parties hereto.

E. Any overpayment by Owner to Supplier shall be deemed to be a mistake of fact and promptly repaid to Owner upon demand.

12. SUSPENSION OF WORK:

Owner may, for its convenience, suspend the Work in whole or in part at any time by written notice to Supplier stating the nature, effective date and anticipated duration of such suspension; whereupon, Supplier shall suspend the Work to the extent specified and shall place no further orders or subcontracts relating thereto. During the period of any such suspension, Supplier shall protect and care for all of the Work. Supplier shall give Owner copies of all outstanding orders and subcontracts for services and shall take any action on such orders and subcontracts as Owner may direct. If the cost of the Work, including the cost of any additions to the Work made necessary by the suspension, is increased or decreased by such suspension, the Contract price shall be adjusted in accordance with the provisions of Article 8 "Changes" unless the suspension is necessitated, in whole or in part, by a failure of Supplier to comply with the requirements of this Contract.

13. TERMINATION FOR CONVENIENCE:

A. Owner may, for its convenience, terminate the Work in whole or in part at any time by written notice to Supplier stating the extent and effective date of such termination; whereupon Supplier shall (a) stop all work and place no further orders or subcontracts for materials, services, equipment or supplies, except as may be necessary to complete portions of the Work not terminated, (b) assign to Owner, in the manner and to the extent directed, all of the rights of Supplier under

work orders, purchase orders and subcontracts relating to the terminated portion of the Work, (c) terminate work orders, purchase orders and subcontracts outstanding to the extent that they relate to the terminated portion of the Work and are not assigned to Owner, (d) take any necessary action to protect property in Supplier's possession in which Owner has or may acquire an interest, (e) complete performance of the unterminated portion of the Work, and (f) take any other action toward termination of the Work which Owner may direct.

B. In the event of a termination of the Work or any portion thereof under this Article 13, Owner will pay to Supplier, subject to the limitations hereinafter set forth, the sum of (a) the payroll cost, (including taxes, insurance and fringe benefits), (b) eighty-five percent (85%) of the payroll cost, and (c) any other direct, reasonable and necessary costs actually incurred by Supplier in connection with such termination. Deductions will be made by Owner for amounts previously paid to Supplier and for any amounts which may be due Owner or which Owner may offset or withhold by the terms hereof. Any payment to Supplier under this Article 13 shall be made in accordance with the provisions of Article 11 "Payment."

C. After receipt of a notice of termination, Supplier shall submit to Owner his written termination claim in the form and with the certification which Owner may prescribe. Such claim shall be submitted promptly, but in no event more than ninety (90) days after the effective date of termination.

14. FAILURE BY SUPPLIER:

A. Time is of the essence of this Contract, and Supplier shall perform and complete the Work in accordance with the requirements of this Contract.

B. In the event (a) Supplier fails to diligently prosecute the Work (except in cases for which an extension of time is provided), (b) Supplier fails to make the progress set forth in this Contract, (c) Supplier fails to supply enough properly skilled workers or proper materials for the Work, (d) Supplier performs the Work in a manner which he knows or should have known to be defective, (e) Supplier disregards any laws, ordinances, regulations or orders of any authority having jurisdiction over the Work, (f) Supplier fails to pay any indebtedness when due, becomes insolvent, or in the event any voluntary or involuntary proceedings are instituted by or against Supplier in bankruptcy or insolvency, or in the event a receiver, trustee or assignee for the benefit of creditors of Supplier is appointed, or (g) Supplier fails to perform any of the conditions of or obligations assumed under this Contract, Owner shall have the right, if it so elects and without prejudice to any other rights it may have, to suspend payment in whole or in part under this Contract until the default has been remedied and/or to

take the Work remaining to be completed wholly or partly out of the hands of Supplier or any other person in whose hands or possession the Work or any part of it may be, in which event Owner may take over such of Supplier's and such other person's tools, equipment, materials and supplies as Owner deems necessary to complete such Work or may award such Work to another Supplier, all at Supplier's expense. In such event, Supplier, in the manner and to the extent directed by Owner, and only to that extent, shall assign to Owner all of the rights of Supplier under work orders, purchase orders and subcontracts relating to the Work.

C. In the event Owner exercises any of its rights under Paragraph B of this Article 14, Supplier shall not receive any further payment for the portion of the Work taken out of the hands of Supplier until the Work is completed. The actual expense of completion, including subcontracting costs and compensation for materials and equipment furnished by Owner and for its managerial and administrative expenses attributable thereto, shall be certified by Owner and shall be binding on the parties. If such expense shall be less than the unpaid balance of the Contract compensation to be paid Supplier for fully performing the Work, the difference shall be paid to Supplier in accordance with the provisions of Article 11 "Payment"; and the property of Supplier or such other person shall be released to Supplier or such other person, as the case may be, at Owner's premises. If such expense exceeds the unpaid balance of such Contract compensation, Supplier shall promptly pay the difference to Owner on demand. Owner may retain possession of and/or place in storage Supplier's or such other person's equipment and property, at the sole risk and expense of Supplier or such other person, as the case may be, until such payment is made, and may, upon sixty (60) days' notice, sell the same at public or private sale and be a purchaser thereat and may execute any act or deed on behalf of and as agent of Supplier or such other person, as the case may be, to complete the sale and to transfer and perfect the title of any purchaser thereof.

D. In addition to the rights provided above, Owner shall have and may exercise or enforce any other rights or remedies provided by law or equity for any default or breach by Supplier; and Supplier shall be liable for and shall pay any losses or damages suffered by Owner arising out of any such breach or default by Supplier in the performance of this Contract.

15. CONFIDENTIAL INFORMATION:

A. All information, including plans, drawings, designs, calculations, specifications, reports, daily logs, data and other information disclosed to Supplier by or on behalf of Owner, or prepared by Supplier in connection with the Work, shall remain or become, as the case may be, the property of Owner. All such material shall be delivered to Owner by Supplier upon completion of the Work or upon request, whichever is sooner.

B. Supplier represents and warrants that, to the best of his knowledge and belief, no information or material he discloses to Owner in connection with the performance of the Work involves any subject matter which is a trade secret of any third party and that Supplier is not aware of any adverse claim, interest or other fact or right, including patent infringement or misappropriation of trade secrets, which would in any way affect Supplier's ability to enter into or to perform this Contract or in any way impair the right of Owner to freely utilize any information or developments flowing therefrom.

C. Supplier shall not use the name of Owner in connection with any other project, proposed project, advertising brochure or other commercial use without the prior written consent of Owner.

D. In order to prevent the unauthorized disclosure and/or use of the information referred to in Paragraph A of this Article 15 (collectively, the "Confidential Information") which may cause damage to Owner and/or other parties to whom Owner owes a duty of confidentiality or who have an interest in the same, Supplier shall receive, keep and maintain the Confidential Information in strict confidence and shall not disclose or use the same except as expressly provided herein. Supplier may disclose the Confidential Information (a) to such of his own officers, directors, employees and agents as have a need (and only to the extent such persons have a need) to know such information in connection with the proper performance of the Work, (b) to such of his subcontractors, vendors, suppliers and the officers, directors, employees and agents of any of them as have a need (and only to the extent such persons have a need) to know such information in connection with the proper performance of the Work, and (c) with the Owner's prior written consent, which Owner may withhold in its sole discretion (Supplier and all such persons to whom Supplier is so authorized to disclose the Confidential Information being, the "Authorized Recipients"). The Authorized Recipients may use the Confidential Information solely for the purpose of performing the Work or performing work under any other contract with Owner. In the event Supplier shall disclose any Confidential Information to any other Authorized Recipient, Supplier shall ensure that each such person is made aware of, and shall observe and comply with, the obligations of confidentiality, non-disclosure and use of the Confidential Information as provided herein. The foregoing obligations of confidentiality, non-disclosure and use shall not apply to any Confidential Information to the extent that the Authorized Recipient can prove that (a) such Confidential Information was lawfully in his possession prior to the effective date of this Contract and was not acquired directly or indirectly from Owner, or (b) such Confidential Information lawfully is or becomes public knowledge through no breach of this Contract or any

other duty of confidentiality, non-disclosure or use owed to Owner, including, without limitation, such duties as are intended to apply to Authorized Recipients hereunder, or (c) such Confidential Information is lawfully provided to such Authorized Recipient by any third party, unless the Confidential Information was obtained directly or indirectly from Owner, or the third party acquired the Confidential Information through a breach of any other duty of confidentiality, non-disclosure or use owed to Owner, including, without limitation, such duties as are intended to apply to Authorized Recipients hereunder.

E. If requested by Owner to do so, Supplier shall procure a written undertaking from each Authorized Recipient which shall acknowledge the terms of this Contract with respect to the treatment of Confidential Information and which shall evidence such Authorized Recipient's agreement to be bound by such terms. Such undertaking shall be in favor of Owner and Supplier and shall be in such form as Owner may prescribe.

16. PATENTS, TRADE SECRETS, COPYRIGHTS AND TRADEMARKS:

A. Supplier shall indemnify, defend and hold Owner (including its successors in interest) harmless from and against any action against Owner based on a claim that the Work or any part thereof, including any process, system, method or arrangement used by Supplier, furnished by Supplier pursuant to this Contract, or the operation or use of the Work or any part thereof by Owner, constitutes infringement of any U.S. Patent, now or hereafter issued, or violates any other proprietary interest including, without limitation, copyrights, trademarks and trade secrets, if Supplier is notified promptly in writing and is given authority, information and assistance, at Supplier's expense, for the defense of the action.

B. In the event Owner is enjoined from the operation or use of the Work or any part thereof in connection with any said action, Supplier shall, at his expense, take all reasonable steps to procure for Owner the right to operate or use the Work. If Supplier cannot so procure the right within a reasonable time, Supplier shall then promptly, at his expense, (a) modify the Work so as to avoid infringement or violation of any patent or other proprietary interest, (b) replace the Work with work which does not infringe or violate any patent or other proprietary interest, or (c) remove the Work, refund to Owner any Contract compensation theretofore paid to Supplier and pay to Owner any transportation costs and other expenses that may have been paid or incurred by Owner in connection with the Work so removed.

C. In the event any said action is based on infringement or violation of a proprietary interest (a) relating solely to specifications and drawings furnished by Owner, to a particular process or the product of a particular manufacturer specified by Owner or to Owner-furnished items, and (b) such specifications, drawings, processes

or products are something other than that which has been offered or recommended by Supplier to Owner or to other parties, then the provisions of Paragraphs A and B of this Article 16 shall not be applicable.

17. INVENTIONS:

Any and all inventions, discoveries and/or improvements conceived or first actually reduced to practice or developed by Supplier in the course of performance of this Contract shall be promptly and fully communicated to Owner, shall be the sole and exclusive property of Owner or its nominee and shall be treated in confidence by Supplier and not disclosed by Supplier or used by Supplier in any manner whatsoever, except in connection with the Work. At Owner's request, Supplier shall execute any and all instruments or documents which Owner may deem necessary to assign and convey to Owner or its successors or assigns the sole and exclusive right, title and interest in and to any such inventions, discoveries and improvements and patents covering same, together with any and all instruments or documents deemed necessary by Owner in order to apply for and obtain patents of the United States and/or foreign countries therefor. The obligation to execute any and all such instruments or documents shall continue after the termination or expiration of this Contract. All expenses of applying for or obtaining patents, when authorized by Owner, shall be borne by Owner.

18. CAMERAS, PHOTOGRAPHS AND OTHER MEDIA:

Supplier shall not bring any cameras onto the premises of Owner and shall not take, have taken or otherwise obtain photographs, films, videotapes or other media representations of any kind of Owner's premises without the prior written consent of Owner. In the event that Owner does authorize Supplier to take, have taken, or otherwise obtain any such photographs, films, videotapes or other media representations, the receipt and use thereof will be subject to such terms and conditions as Owner deems appropriate at the time.

19. INDEMNITY:

A. Supplier shall indemnify, save harmless and defend Owner, its subsidiaries, its affiliated companies and the directors, officers, employees, agents and representatives of any of the foregoing from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs and expenses of whatsoever kind or character, including, without limitation, attorneys' fees and expenses, arising out of or by reason of any liability or obligation in any manner caused or occasioned by or claimed to be caused or occasioned by, any act, omission, fault or negligence of Supplier or anyone acting on his behalf, including, without limitation, subcontractors and vendors, their subcontractors and subvendors and the directors, officers, employees, agents and representatives of any of the foregoing, in connection with or incident to this

Contract or the performance of the Work except where caused by the concurrent negligence of Owner, its directors, officers, employees, agents and representatives (other than Supplier or anyone acting on his behalf), in which event Supplier's liability for the payment of damages, costs and expenses hereunder shall be reduced in proportion to the negligence of Owner, its directors, officers, employees, agents and representatives (other than Supplier or anyone acting on his behalf) on the basis of comparative negligence or fault.

B. Without limiting the foregoing, Supplier shall indemnify, save harmless and defend Owner, its subsidiaries, its affiliated companies and the directors, officers, employees, agents and representatives of any of the foregoing from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs and expenses of whatsoever kind or character, including, without limitation, attorneys' fees and expenses, arising out of or by reason of any injuries (including death) or damage to any person or entity employed by or acting on Supplier's behalf in connection with this Contract, except where caused by the concurrent negligence of Owner, its directors, officers, employees, agents and representatives (other than Supplier or anyone acting on his behalf), in which event Supplier's liability for the payment of damages, costs and expenses hereunder shall be reduced in proportion to the negligence of Owner, its directors, officers, employees, agents and representatives (other than Supplier or anyone acting on his behalf) on the basis of comparative negligence or fault.

C. Supplier's obligations under this Article 19 and under Article 15 "Confidential Information," Article 16 "Patents, Trade Secrets, Copyrights and Trademarks" and Article 17 "Inventions" shall continue without limitation as to time, notwithstanding the extinguishment of other rights and duties under this Contract by completion, Contract termination or any other manner.

20. TAXES:

A. Supplier shall be responsible for and shall pay all contributions, taxes and assessments which are measured by wages, salaries or other remuneration paid to persons employed by Supplier or his subcontractors for the Work, or which arise by virtue of their employment, and which now or hereafter may be imposed by any governmental body. Such contributions, taxes and assessments shall include, without limitation, those for social security, disability, unemployment and other benefits, and for income withholding taxes. Supplier shall comply with all administrative regulations relating to such matters.

B. Supplier shall be responsible for and shall pay all taxes, excises, assessments or other charges of any kind levied by any governmental body on or because of the Work or on or because of the use of any equipment,

supplies, material or labor in the performance of this Contract.

21. LAWS AND REGULATIONS:

Throughout the performance of the Work, Supplier shall comply with all applicable federal, state and local laws, ordinances and regulations, whether existing or hereafter enacted, of all governing bodies having jurisdiction over the Work or any part thereof. In addition, Supplier shall comply with all rules and regulations which, from time to time, may be issued by Owner concerning security, health, welfare, conduct and other similar matters when any of the Work is being performed on Owner's premises.

22. NOTICES:

All notices to Supplier hereunder shall be in writing and may be served on Supplier or on Supplier's representative by hand, facsimile, telex, telegram, cablegram or regular mail addressed to Supplier or to Supplier's representative, as the case may be, at the address indicated in or as provided under this Contract. Any notices to Owner hereunder shall be in writing and may be served on Owner by hand, facsimile, telex, telegram, cablegram or regular mail addressed to Owner at the address indicated in this Contract, with a copy sent to Owner's representative. The address of either party or their representative(s) may be changed at any time by written notice of such change to the other party. Any such notice shall be effective upon delivery to the intended recipient or seven (7) days after being placed in the ordinary course of the mail, postage paid and properly addressed, whichever occurs first.

23. INDEPENDENT CONTRACTOR:

Supplier shall perform the Work solely as an independent contractor and not as the agent or employee of Owner.

24. ASSIGNMENT AND SUBCONTRACTING:

Neither this Contract nor any right, privilege or obligation hereunder shall be assigned or delegated by subcontract or otherwise in whole or in part by Supplier without the prior written consent of Owner. Any attempted assignment without such prior written consent shall be void.

25. WAIVER:

No waiver of any provision of this Contract shall constitute a waiver of any other provision of this Contract or of the same or any other provision in any other instance. No waiver shall be effective except in writing signed by the authorized representatives of the parties hereto.

26. ENTIRE CONTRACT:

This Contract contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all negotiations, proposals,

agreements and understandings, whether written or oral, with respect thereto. No amendment, variance or change in the provisions of this Contract shall be effective except in writing signed by the authorized representatives of the parties hereto.

27. APPLICABLE LAW:

This Contract shall be governed by and construed in accordance with the laws of the State of California without reference to principles regarding conflicts of laws.