



PURCHASE ORDER GENERAL CONDITIONS

1. Definitions.

- 1.1 "Buyer" shall mean the company specified in the Purchase Order from whom the Purchase Order is issued.
- 1.2 "Change" shall mean a change to the original Purchase Order issued pursuant to Article 8.
- 1.3 "Change Order" shall mean a written instruction issued by Buyer pursuant to Article 8
- 1.4 "Delivery Date" shall mean the date specified in the Purchase Order as the Delivery Date.
- 1.5 "Goods" shall mean the goods, and all work and/or services which form a part thereof, to be provided under the Purchase Order all as more fully described in the Purchase Order and as may be amended by the issue of any Change Order.
- 1.6 "Price" shall mean all sums payable to Seller as specified in the Purchase Order for provision of the Goods.
- 1.7 "Project" shall mean the work being undertaken by Buyer for its customer of which the Goods being provided under the Purchase Order form an integral part.
- 1.8 "Purchase Order" shall mean these General Conditions, together with the Purchase Order form and the other documents expressly referred to therein.
- 1.9 "Seller" shall mean the person, firm, company or other legal entity as specified in the Purchase Order and to whom the Purchase Order is issued.

2. Controlling Terms. THESE PURCHASE ORDER GENERAL CONDITIONS ARE CONTROLLING AND TO THE EXCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS of Seller in Seller's acceptance of the Purchase Order. If Seller includes or attaches any other additional terms in Seller's purported acceptance, commences performance or tenders the Goods, a contract of sale will result upon Buyer's terms and conditions as stated herein, without inclusion of any other or additional terms or conditions.

3. Nature of Agreement. Buyer's receipt of the Purchase Order Acknowledgement signed by Seller shall be deemed to commence Seller's performance under the Purchase Order. However, Seller's commencement of performance without such Acknowledgement but in response to Buyer's Purchase Order will also constitute acceptance. The Purchase Order constitutes the entire agreement between the parties and will govern the duties and obligations of the parties, and supersedes any prior correspondence, proposals or agreements, written or oral, unless specifically set forth in the Purchase Order. No amendment or waiver to these Purchase Order General Conditions is valid, nor shall any waiver of rights hereunder be deemed to have occurred, unless written and signed by both Buyer and Seller. It is the Seller's obligation to bring any conflicts within the Purchase Order to the attention of the Buyer; if not, Buyer shall have the sole determination as to applicability and priority of such conflicting terms or requirements. Buyer's decision as to the applicability and priority of such conflicting terms or requirements shall be final, and all costs incurred in correcting Seller's erroneous interpretation shall be for Seller's account. Buyer shall have no obligation for payment to Seller until the Purchase Order is executed between the Parties, or Buyer provides prior written direction to Seller to proceed with the work under the Purchase Order.

4. Controlling Law and Arbitration. The terms and conditions of the Purchase Order shall be governed by the laws of the State of Louisiana, without regard to any conflicts of laws principles that could require application of any other law. Buyer's remedies hereunder include both enforcement of the terms and conditions of the Purchase Order as well as any and all applicable remedies at law. If any provision of the Purchase Order becomes void or is ruled to be unenforceable by law, the remaining terms and conditions shall be valid and enforceable at law. Any dispute or difference of any kind which shall arise between Buyer and Seller in connection with the Purchase Order shall, if not settled by agreement between the parties, be settled by arbitration in the United States, administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted in the English language. The arbitration award shall be final and binding upon the Parties concerned. Judgment upon the award rendered may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and/or order of enforcement as the case may be. Notwithstanding any dispute or difference and unless the Purchase Order shall be terminated, both parties shall continue with the due performance of the Purchase Order.

5. Assignment. Seller may not assign the Purchase Order or any of this work hereunder, nor pledge any payment by Buyer pursuant to the Purchase Order without the prior written consent of Buyer. If consent is granted, such assignment shall not increase or alter Buyer's obligations nor diminish Buyer's rights. Buyer reserves the right to assign the Purchase Order, in whole or in part, to any party, including its affiliates.

6. **Statutory and Safety Obligations.** Seller shall comply with all relevant local, State and Federal statutes, laws and regulations affecting performance of the work and shall comply with Buyer's and its customer's safety regulations, a copy of which is available on request. Seller shall give all notices and shall obtain all permits required to be given or obtained in Seller's name which may relate to the Goods and are required by any statute or regulation and shall bear all costs in connection therewith. Regardless of whose responsibility it is to effect delivery to the nominated destination(s) under the terms of the Purchase Order, Seller will pack, mark, label, classify and describe the Goods in accordance with the appropriate regulations for Dangerous Cargo where applicable. The Seller acknowledges that when Goods supplied are intended to be transported for the Buyer by a Carrier, Seller warrants that on delivery to Buyer or his agent the Goods have been accurately described, classified, packed, marked and labeled all in strict accordance with all applicable laws (whether USA or foreign) and that where applicable the Goods are in proper condition for carriage by air. Without prejudice to the generality of other provisions in these conditions, Seller hereby agrees to defend, indemnify and hold harmless Buyer, its customer(s), its and their respective parent, affiliated and subsidiary companies, and the agents, employees, officers, directors, and servants of each, against any and all loss, expense, damage, claim and liability suffered or incurred by the parties indemnified hereunder or any of them arising out of or in connection with Seller's failure to meet the requirements or omission of such aforesaid Regulations and/or Law and/or any misstatement or omission in information concerning the Goods given to Buyer and subsequently used by Buyer in completing (or having completed on its behalf) Shipper and/or appropriate Government Dangerous Cargo declaration Forms. Seller's aforesaid indemnity is given notwithstanding the contribution to such loss, claim and liability of the negligence of or breach of statutory duty of the parties indemnified hereunder or any of them. Seller shall confirm in writing on its headed stationery that "all Regulations as currently apply to Dangerous Goods have been complied with" and Seller shall state in full the particulars thereby required to be stated with reference to the particular type of transportation used.

Goods supplied under the Purchase Order which are contaminated beyond use, at the time of delivery, shall be regenerated or disposed of by Seller. The title and risk of the contaminated Goods will transfer to Seller at the time the contamination is identified and notified to Seller, who will bear all expenses for the said processes. In the event Buyer contaminates the Goods, Buyer will be responsible for the processes of regeneration or disposal.

7. **Payment.** In consideration of the satisfactory performance of the work, Buyer shall make payment to the Seller upon the payment terms and invoicing instructions as expressed in the Purchase Order. Seller shall send Buyer a detailed price invoice or invoices as instructed in the Purchase Order clearly stating the Purchase Order Number, the item numbers and the settlement terms and containing all information required to be stated for any applicable taxes. Unless otherwise specified in the Purchase Order, payment will be effected within forty five (45) days of receipt of Seller's true and correct invoice at Buyer's invoicing address. Seller acknowledges that except as specifically provided in the Purchase Order the rates and prices contained therein are sufficient to cover all his obligations whether expressed or implied under the Purchase Order. When work is to be performed other than at Seller's premises, Seller shall be deemed to have satisfied himself as to all local conditions and other factors which may in any way affect the performance of the work. Irrespective of any terms and conditions elsewhere in this Purchase Order, any payment made by Buyer is expressly conditioned upon Buyer's timely receipt of conforming Goods properly crated and shipped. Any payment made to Seller prior to such receipt is deemed to be in trust for the benefit of Seller's suppliers.
8. **Changes.** Buyer reserves the right to issue changes to the Purchase Order including changes to quality, quantities, technical requirements, schedule, method of shipment, place of delivery and the manner of Seller's performance, to all of which Seller agrees to comply. If such requested Change affects the Price or delivery schedule, Seller and Buyer pledge their best efforts to reach mutually agreeable and equitable adjustment to the same. No Change shall be effective unless such Change has been authorized by written instruction subsequently confirmed by Change Order, issued by Buyer's authorized representative. In the event the parties are unable to agree the reasonable effect on Price and Delivery Date, Buyer shall nevertheless have the right to require Seller to proceed with the Change forthwith, and any disputes arising therefrom shall be determined in accordance with the arbitration provisions contained in Article 4.
9. **Time of Performance.** Time is of the essence of the Purchase Order. The Delivery Date shown herein is of critical importance to the avoidance of substantial loss on the Project to Buyer, its various subcontractors and customer. Delivery shall take place at the location stipulated by Buyer in the Purchase Order. In the event of delay, or anticipated delay, from any cause, including Force Majeure, Seller shall immediately notify Buyer in writing of the delay or anticipated delay, and will undertake to mitigate the delay by all necessary means. Unless Buyer issues a Change Order to the contrary, Seller's failure to pursue the work in a timely manner or meet key milestone or delivery dates shall be reason for termination of the Purchase Order at the option of the Buyer and without charge to the Buyer.
10. **Force Majeure.** Any unforeseen act beyond the reasonable control of Buyer or Seller extending longer than forty-eight hours which renders a Party unable to perform its obligations shall constitute Force Majeure, and performance (except payment by Buyer) shall be excused during such period of Force Majeure. Upon the occurrence of a Force Majeure event a Party shall give immediate notice to the other Party including date of inception of such event and expected duration. Each Party shall use its best efforts to minimize the adverse effects of such event. Should a Force Majeure situation continue for thirty (30) days, Buyer may cancel this Purchase Order with no liability for costs or damages arising from such cancellation save for payment of work already completed.
11. **Taxes.** Unless stated within the Purchase Order all taxes of any nature including but not limited to sales, use and excise taxes are deemed to be included in Seller's purchase price.
12. **Offset.** Buyer reserves the right to withhold from Seller's payment any amount owed Buyer by Seller or payment imposed on Buyer from a third party source as a result of Seller's actions or inactions pursuant to the Purchase Order.
13. **Title and Risk of Loss.** Title will be deemed to have passed to Buyer once such materials, inventory, work in progress, drawings, specifications, data and other documentation are identified as attaching to the work being performed pursuant to the

Purchase Order, and will so remain unless Buyer subsequently rejects the Goods upon which event title shall revert to Seller. Once title has passed, Seller is to segregate the Goods and identify such Goods as being the property of the Buyer. From such point of identification of the Goods as to the Purchase Order, including any subsequent rejection by Buyer, Seller shall assume proper care and custody of, and shall bear all risk of loss to, the Goods and shall either insure or self-insure the Goods for such loss or damage.

14. **Liens/Encumbrances.** To the maximum extent permitted by applicable law, Seller agrees that, in consideration of entering into the Purchase Order, Seller shall waive any and all right to lien the Goods, the real property upon which the Goods shall be located and any hydrocarbon product associated with the Goods. Seller acknowledges that in entering into the Purchase Order, Seller shall look solely and exclusively to Buyer for payment and shall not rely on any statutory, common law or other right to lien or encumber the real property of Buyer or its customer(s) or upon which the Goods shall be located or any hydrocarbon associated therewith. Accordingly, Seller agrees to keep and maintain the Goods lien free from any liens asserted by Seller both during and after completion of the Goods.

The final payment provided for under the Purchase Order shall not become due until Seller delivers to Buyer an affidavit that attests that there are no debts for which a lien could be filed upon the Goods or the real property upon which the Goods shall be located or for which a judgment could be obtained against Seller. Seller shall indemnify, defend and hold harmless Buyer from and against all liens and other encumbrances against the Goods or any portion thereof or the real property upon which the Goods shall be located. Buyer shall have the right to participate in any defense and review any settlement in connection with the foregoing indemnity obligation, but such participation shall in no way constitute a waiver of Seller's obligations under such indemnity obligations.

15. **Quality of Goods.** All Goods shall conform strictly as to quality and description with the particulars stated in the Purchase Order and with all statutory requirements applicable to such work; be of new and sound materials and workmanship within generally recognized industry standards, and conforming to all Buyer specifications; be fit for the purpose for which it is supplied under the Purchase order; and conform strictly as to quantity. All work shall be performed by suitably qualified and competent personnel and all equipment and tools provided hereunder shall at all times be maintained in first class operating condition by Seller. Buyer reserves the right to require the replacement of any such personnel, equipment and tools that do not comply with the foregoing provisions at Seller's cost. Any deviation in Buyer's requirements as to the Goods must be in writing and issued pursuant to Article 8 hereof. Buyer reserves the right to reject all or any part of a shipment of non-conforming Goods and Seller is responsible for the return of such rejected Goods to Seller at Seller's expense.

16. **Free Issue Materials.** Where Buyer provides free issue materials for incorporation in the Goods, such materials shall remain the property of Buyer but shall become at the risk of Seller and shall so remain until delivery to or acceptance of the Goods by Buyer in accordance with the provisions of the Purchase Order whichever shall be the later. Seller shall use such materials economically and any surplus shall be accounted for to the Buyer and disposed of in accordance with Buyer's instructions. Waste, loss of or damage to such materials arising from bad workmanship or failure of seller to maintain such materials in good order and condition shall be made good at Seller's expense, replacements thereof to be equivalent quality and specification and subject to Buyer's approval. All such free issue materials provided by Buyer shall be deemed to be in good condition when received by or on behalf of Seller unless Seller otherwise notifies Buyer within forty eight (48) hours.

17. **Inspection Testing and Expediting.** Seller is fully responsible for the design, fabrication, manufacture and construction of the Goods, to the extent stated in the Scope of Work attached to the Purchase Order, and for compliance with all applicable terms, conditions, specifications, drawings and codes. Seller shall have the obligation and Buyer and its customer shall both have the right to inspect, test and expedite the Goods (including Seller's suppliers or subcontractors of any tier) in the process of being manufactured, stored, in transit and upon delivery, to assure technical and commercial compliance therewith as well as adherence to schedule. Seller shall make available at its own expense, all tools, instruments, apparatus, facilities, services and materials necessary for carrying out tests on the Goods (or on Seller's request, confirmatory re-tests), as may be required by Buyer, and when requested, the Goods shall be completely assembled for such tests and at Buyer's option shall be dismantled for inspection before dispatch. Where reasonably practicable not less than fourteen (14) days notice shall be given by Seller to Buyer that the work is ready for inspection and testing. Seller shall supply Buyer and its customer, with as needed data, drawings, specifications, certificates of analysis, test results, quality documentation, schedules and other documents and information in accordance with the supplier data requirements list included in the Purchase Order. Seller shall not be relieved of its obligation under the Purchase Order or otherwise by the inspection, testing, review, or waiver of any rights thereof by Buyer, or approval or acceptance of the Goods by Buyer or its customer.

18. **Warranty.** Seller warrants to Buyer that the Goods furnished to Buyer under the Purchase Order, whether manufactured or fabricated by Seller or others, shall (a) be free of any lien, encumbrance or security interest; (b) in strict conformance to Buyer's specifications, drawings and other technical requirements (or, if sold by sample or model, in conformance to such sample or model); (c) be of merchantable quality and fit for the intended use of Buyer to the extent such use is known or reasonably should be known by Seller; and (d) conform to all applicable laws, ordinances, codes and regulations. Seller further warrants that the Goods will be of sufficient size and capacity, and of proper materials, to properly perform the functions specified in the Purchase Order. Additionally, Seller warrants that the Goods shall be free from defects in materials and workmanship for a period of one (1) year after being placed in service, or eighteen (18) months from delivery, whichever occurs first or for such greater period as stated within the Purchase Order. Where a defect arises within the aforesaid original guarantee period but does not become apparent until that period has expired, Seller's liability shall not cease merely because Buyer has been unable to give notice of the defect to Seller within the said period.

19. **Warranty Remedies.** If within the warranty period specified in these general conditions, Buyer discovers any defect, error, omission, performance deficiency or breach of any warranty as to the Goods, then Seller shall promptly repair or replace without cost to Buyer, the work in question. Seller warrants such replacement Goods for a period of twelve (12) months from the date of completion and acceptance thereof. If Seller fails after reasonable notice to proceed promptly with the repair or replacement of the defective Goods, Buyer may repair or replace the Goods and charge all related costs including access costs

to Seller without voiding the warranties herein. The rights and remedies of Buyer provided in this Article are in addition to any other rights or remedies provided in law, equity, or under the Purchase Order.

20. **Suspension.** At its option, Buyer may suspend all or any part of the work under the Purchase Order upon written notice to Seller. Upon receipt of such written notice, Seller shall take all reasonable actions to preserve and protect all completed Goods and all work in progress including materials and related plans and drawing as well as taking reasonable measures to assure a prompt resumption of work once the suspension ends.
21. **Cancellation for Convenience.** At its option, Buyer may cancel all or part of the work pursuant to the Purchase Order by giving written notice to the Seller of such cancellation and take immediate possession of all Goods and any items (including all specifications, drawings and technical data) having been identified and/or incorporated by Seller as a part of the work pursuant to the Purchase Order. Seller shall maintain proper care and custody of the cancelled work until Buyer can physically take possession. In the event of Cancellation for Convenience, Buyer shall pay to Seller, upon receipt of proper documentation and adjusted for any prior payments to Seller, all costs for work completed and a reasonable cancellation fee to be agreed by the Parties.
22. **Default.** Any material breach of the requirements and/or terms and conditions of the Purchase Order by the Seller shall be grounds for default at the option of the Buyer. In addition, Seller shall be deemed in default if Seller becomes insolvent, makes an assignment for benefit of its creditors, or voluntarily or involuntarily is placed in bankruptcy. Buyer has the right of Anticipatory Default and may take possession of any and all Goods and materials identified to the Purchase Order if Seller does not respond to Buyer's written demand of adequate assurance of due performance within a reasonable time not exceeding thirty (30) days. In the event of default by Seller, Seller shall be liable to Buyer for all costs incurred by Buyer in the completion of the Purchase Order including those costs in excess of the Purchase Order price to Buyer. Such costs shall include but not be limited to any commercially reasonable charges, expenses or commissions incurred in stopping delivery, in the transportation, care and custody of the Goods after Seller's breach, in connection with return or resale of the Goods or otherwise resulting from the breach.
23. **Sitework.** If Seller is to perform any work, including supervision of installation, at the site of construction or at the office or on vessels or property of Buyer or its customers, Buyer's General Conditions and Special Conditions for Subcontracts on the Project, are expressly adopted by reference hereto and shall apply in addition to, and take precedence over the provision of this Purchase Order when such work is being performed at those locations. Copies of such terms and conditions, if not attached hereto, are available to Seller on request.
24. **Indemnification.** Seller agrees to defend, indemnify and hold harmless Buyer, its customer(s), its and their respective parent, affiliated and subsidiary companies, and the agents, employees, officers, directors, and servants of each, and their insurers and underwriters ("Buyer Indemnities"), (a) against any property damage, pollution, personal injury or death, fine, penalty, loss, cost, damage or liability (including attorneys' fees) arising from or in any way associated with the Goods purchased pursuant to the Purchase Order, including defects thereof, as well as the negligent performance of Seller pursuant to the Purchase Order; (b) Seller's failure to comply with any and all applicable laws, codes, ordinances or regulations; and (c) any and all laborer's, material men's, mechanics' or other liens arising from Seller's performance pursuant to the Purchase Order.
25. **Insurance.**
 - 25.1 Seller shall, at all times during the term of the Purchase Order at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the Purchase Order at Buyer's option.
 - 25.2 All insurance should be issued by companies admitted to do business within the **State of Louisiana** and have a rating of A- or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by Buyer before the Purchase Order is accepted.
 - 25.3 Buyer shall be provided written notice 30 days before cancellation or non-renewal of any insurance referred to herein.
 - 25.4 Before starting the work, Seller shall furnish Buyer with a certificate of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in these general conditions.
 - 25.5 Buyer, its customer, its and their parent and affiliated companies, and the agents, employees, officers, directors, and servants of each shall be named as additional insured on all insurance policies specified herein.
 - 25.6 All insurance provided in compliance with these general conditions shall be primary as to any other insurance or self-insurance programs afforded to or maintained by Buyer.
 - 25.7 Seller waives all rights against Buyer for recovery of damages to the extent these damages are covered by insurance maintained pursuant to the Purchase Order.
 - 25.8 By requiring insurance herein, Buyer does not represent that coverage and limits will be adequate to protect Seller, and such coverage and limits shall not limit Seller's liability under the indemnities and reimbursements granted to Buyer in the Purchase Order.
 - 25.9 The limits of insurance, which may be increased by Buyer, as deemed necessary, shall not be less than as follows:
Workers Compensation/Employers Liability
Seller shall maintain a Workmen's Compensation policy complying with all of the statutory benefits required by the Workmen's Compensation and Occupational disease laws of the state where operations are being conducted. The Policy shall

be endorsed to provide Employer's Liability coverage for the following: (1) endorsements to cover all states in which the work is performed; and (2) "Borrowed Servant" endorsement stating that a claim brought against Buyer as a "borrowed servant" by an employee of Seller shall be treated as a claim against Seller.

Commercial General Liability	With minimum limits of \$1,000,000 per occurrence
Business Automobile Liability	With minimum limits of \$1,000,000 per occurrence
Excess Liability	Supplementing the primary coverages of the policies required in this Clause 25 of \$5,000,000 per occurrence.

26. **Patents and Other Proprietary Rights.** Seller warrants, represents and covenants that the Goods and the sale and use thereof do not infringe directly or indirectly any valid patent, copyright, property right or trademark, and Seller agrees, at its cost and expense, to protect, defend, indemnify and hold harmless Buyer's Indemnities from and against any and all costs, expense, liabilities or damages, including attorneys fees, arising out of any alleged or actual claim or suit for misappropriation of trade secret or for a patent, copyright or other proprietary right infringement issued pursuant to the Purchase Order. Designs, whether detailed or conceptual, prepared by Seller in response to the Purchase Order shall become the property of Buyer and Seller shall turn over all such designs to Buyer, including all copies thereof, at the expiration date of the warranty period. Buyer shall have the right, at no additional charge, to use and/or reproduce Seller's applicable literature, such as operating and maintenance manuals, technical publications, prints, drawings, training manuals, and other similar supporting documentation and sales literature. Buyer shall have the sole right to seek patents on any invention, item or idea arising out of the work. Buyer shall remain the exclusive owner of Buyer's proprietary information, including but not limited to all proprietary information patented or not, used or developed in connection with this Purchase Order.
27. **Confidentiality and Publicity.** Seller shall not use for any purpose whatsoever other than for Seller's performance pursuant under the Purchase Order, any data, drawings and other documents given Seller by Buyer without the prior written permission of Buyer. Such data, documents and drawings are to be returned to the Buyer upon completion of the work under the Purchase Order. Seller also shall not engage in any acts of publicity nor publicize any generalities or details about the Purchase Order without the prior written permission of Buyer.
28. **Seller's Lower Tier Vendors and Suppliers.** Buyer reserves the right to approve all Seller's contractors, vendors or suppliers with a purchase order or subcontract greater than US\$50,000.00 in value.
29. **Documentation and Audit Rights.** Where Seller's invoice includes compensation for work performed at a unit price or for Changes in the work, Seller shall submit Seller's determination of units of work performed in accordance with the provisions of the Purchase Order substantiated by documents satisfactory to Buyer. Upon verification by Buyer of said documents, Buyer will advise Seller in writing of either Buyer's acceptance of Seller's determination of units or of Buyer's determination of such units. Where Seller's invoice includes compensation for work performed for a reimbursable price, all costs, expenses, and other amounts so invoiced shall be substantiated and supported by documents satisfactory to Buyer. Seller shall maintain for a period of three (3) years after final payment under the Purchase Order, all records and accounts pertaining to work performed by Seller under the Purchase Order. Buyer shall have the right to audit, copy and inspect or cause to have audited, copied and inspected such records and accounts at all reasonable times during the course of such work and for the three (3) year period for the purpose of verifying Seller's invoices and its compliance with the Purchase Order.
30. **Export Compliance.** Seller recognizes that the provision of the Goods, work and/or services hereunder may be subject to United States export control laws, rules and regulations and accordingly Seller agrees to cooperate in complying with any licensing and reporting requirements. In connection herewith, Buyer may require Seller to declare the origin of any goods or technology provided hereunder. Seller shall maintain for a period of three (3) years after final payment under the Purchase Order, all records relating to the import and export of the Goods and shall make such records available for review by Buyer at any time.
31. **Survival.** Articles 4, 11, 18, 22, 24, 26, 27, 29 and 30 are deemed to survive the completion or earlier termination of this Purchase Order.
32. **Country of Origin for Steel Parts for Pressure Vessels and Load Bearing Applications.** The country of origin is required to be printed on the Material Test Record for all items materials used for process pressure containing or load bearing applications. Materials manufactured or imported from other than the US, Canada, Japan, South Korea, Austria, Belgium, Denmark, France, Germany, Finland, Italy, Luxembourg, Netherlands, Norway, Sweden, Switzerland, or United Kingdom shall require specific written approval from InterMoor.

"Origin" is defined as the smelting of the raw materials into the steel billet.

"Manufacture" is defined as the production of the steel billet into the final product for use.