

PROCUREMENT STANDARD TERMS AND CONDITIONS (SERVICES)
(Effective July 31, 2007)

The following terms and conditions cover all purchases of Services by Florida Crystals Corporation, individually or as agent for its Affiliates (hereinafter "Buyer") from the entity or individual so identified on the Purchase Order (hereinafter "Vendor"). Only a document signed by Buyer and Vendor shall amend or supersede this document.

1. CONTRACT FORMATION. The purchase order and the documentation referred to therein or attached thereto, including, but not limited to, applicable drawings, plans, and specifications, (the "Purchase Order"), represents Buyer's offer to engage Vendor to provide the labor, equipment and materials to perform certain services identified in the Purchase Order (the "Services") strictly in accordance with these terms and conditions. . By taking any action under the Purchase Order (including, but not limited to, Vendor's commencement of performance or tender of a purchase order acknowledgment), or by Vendor failing to deliver written objection to the Purchase Order prior to commencement of performance thereunder or tender of a purchase order acknowledgment, Vendor shall be deemed to have read, understood and accepted the terms of this offer, which shall thereafter become the binding agreement (the "Agreement") governing the purchase of the Services. Any acceptance which deviates from the terms and conditions contained in the offer is rejected unless Buyer agrees in writing.

2. EQUIPMENT. Unless specifically excluded in the Agreement, Vendor shall provide and be responsible for all tools, vehicles, equipment and other materials and property, including personal property, of Vendor and Vendor's Workforce ("Vendor's Equipment") required in the performance of Services. Buyer shall be responsible for those items specifically identified in the Agreement. Vendor's Equipment must be suitable for the hazardous classification of the building, area, or process in which it will be utilized. Vendor or Vendor's Workforce shall not operate Buyer's vehicles or powered equipment ("Buyer's Equipment") without Buyer's consent. If consent is given, Buyer's Equipment is provided "as-is", without representation or warranty, express or implied, and used at Vendor's own risk. Vendor or Vendor's Workforce operating Buyer's Equipment must be qualified to safely operate the specific equipment in question.

3. VENDOR'S WORKFORCE. Unless specifically excluded in the Agreement, Vendor shall provide all labor required in the performance of Services and be solely responsible for paying its employees, subcontractors and agents ("Vendor's Workforce"), including but not limited to, paying any and all taxes, insurances and benefits associated with their employment or retention by Vendor. Vendor shall ensure that Vendor's Workforce has the skill, knowledge, experience, licenses and permits that are necessary and appropriate for the proper performance of the Services in a professional manner.

4. COMPANY RULES AND REGULATIONS AND LAWS. Vendor and Vendor's Workforce shall abide by the "Company Rules and Regulations" (the "Rules") governing contractors while on Buyer's premises and all applicable professional standards and laws, ordinances, rules, codes and regulations of any federal, state, regional and local authorities (collectively, the "Laws"), including any relevant Occupational Safety and Health Administration rules and regulations.

5. COMMENCEMENT AND COMPLETION. Unless otherwise set forth in the Agreement or directed by Buyer, Vendor shall commence performance of the Services immediately upon receipt of the Purchase Order. Vendor will complete the Services within the timeframe set forth in the Agreement as time is of the essence.

6. PRICE AND INVOICING.

6.1. Buyer shall pay Vendor the price for the Services as set forth in, and calculated in accordance with, the Agreement (the "Price"). The Price includes all taxes except sales tax. Vendor will not collect sales tax if an exemption is available.

6.2 For Services to be performed for a fixed amount, there shall be no additional charges in excess of the fixed amount stated in the Agreement, including, but not limited to, any charges for project-administration fees, overtime, mobilization costs, leasing expenses, travel expenses, and taxes (excluding sales taxes), unless specifically provided in the Agreement. If there are "Major Changes" to Services to be performed at a fixed rate, that being changes that are not within the scope of work or consistent with the Agreement, then the parties will discuss the proposed Major Change, the Vendor will indicate in writing the labor and materials necessary to implement the Major Change and the parties will agree on pricing for same in writing or by the issuance of an amended or a new Purchase Order ("Change Order"). Unless documented by a Change Order, any claim for payment for additional services (including materials) performed by Vendor shall be deemed to have been waived by Vendor.

6.3 Vendor shall invoice Buyer for each payment. Buyer's Purchase Order number must be stated on Vendor's invoice in order for it to be timely processed. Invoices which do not bear a Purchase Order number will be returned to Vendor for re-invoicing. Invoices properly bearing a Purchase Order number shall be paid within thirty (30) days of Buyer's receipt of the invoice less ten percent (10%) retainage (the "Retainage"). Payment of invoices does not constitute a release of any of Vendor's obligations under the Agreement.

6.4 As a condition to each payment, Vendor shall provide Buyer with a release from Vendor and all subcontractors and materialmen of all claims, mechanic's liens, or rights to any claim against Buyer or the real property upon which the project site is located accruing prior to the date of the applicable invoice.

6.5 The Retainage shall be paid at Final Completion. "Final Completion" occurs when (a) all punch list items have been fully completed to the satisfaction of Buyer; (b) Vendor has completed its final site cleanup and restoration; and (c) Vendor has delivered to Buyer, as applicable, (i) certificate of occupancy and other necessary approvals evidencing completion of the Services, including all change orders; (ii) all warranties; (iii) all operation, maintenance and parts manuals; (iv) all software; (v) spare parts lists; (vi) good and marketable title for all equipment, appliances and other components of the Services; (v) Vendor's final affidavit and release of lien; (vi) satisfactions of lien for any claims of lien filed on account of the Services, unless transferred to bond by Vendor; (vii) "as built" surveys and drawings for the Services detailing all changes or deviations from the original Agreement; (viii) all Deliverables and other documents pursuant to Section 17; and (ix) any other documents, items, materials or work required to be provided by Vendor pursuant to the Agreement.

7. CONSTRUCTION LIENS. Vendor shall indemnify, defend and hold Buyer harmless from and against any and all liens or other claims whatsoever filed against Buyer or Buyer's property by any lienor for work performed or materials or services furnished in connection with the Services for which Vendor has been paid or for which payment is not due at the time the lien is filed.

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8. VENDOR'S WARRANTIES AND COVENANTS.

8.1. In addition to any warranties set forth in Agreement, Vendor warrants and covenants that (a) the Services will be performed in a timely, professional, safe and workmanlike manner in accordance with, and in satisfaction of, the requirements of the Agreement, the Rules and all applicable Laws; (b) all material, equipment and supplies furnished (i) shall satisfy, and perform in accordance with, the requirements and specifications of the Agreement; (ii) are free from defects in design, workmanship and materials; (iii) are manufactured and supplied in compliance with all applicable Laws (iv) are new; (v) are free from liens or other title encumbrances; (vi) can be used by Buyer without infringing or violating the rights of any third parties; and (vii) free from any contamination by hazardous wastes or other hazardous or toxic materials of any kind; (c) Vendor is not a party to, or bound by, any agreement or commitment, or subject to any restriction, including but not limited to, agreements related to existing or previous employment containing confidentiality or noncompete covenants, which now or in the future could interfere with the performance by Vendor of Services under the Agreement; and (d) any Deliverables will not infringe upon any patent, design, copyright trademark or other intellectual property rights of any third parties.

8.2. Vendor's warranty for Services shall be for the longer of one (1) year or the period set forth in Agreement (the "Warranty Period"). Vendor shall obtain similar warranties as those set forth in this section from each of its subcontractors and suppliers, which warranties shall run in favor of the Buyer.

8.3. Approval of Vendor's designs or specifications, or acceptance of the Services shall not prejudice Buyer's warranty rights under the Agreement. All warranties, express or implied, shall survive inspection, acceptance and payment by Buyer. The establishment of a Warranty Period relates only to the specific obligation of Seller to correct breaches of the warranties and does not establish a period of limitation with respect to any other obligation under the Agreement.

9. CORRECTION OF WORK. Vendor shall promptly correct faults or defects in the Services discovered during the Warranty Period ("Warranty Work") at its expense. If Vendor fails to perform Warranty Work satisfactorily, Buyer may correct such faults or defects and Vendor shall reimburse Buyer for the cost of correction. Buyer, at its discretion, may offset against any payments owing Vendor the costs Buyer incurred in correcting any such faults or defects.

10. INSURANCE.

10.1. Vendor will, at its expense and for the duration of the Agreement, purchase and maintain policies for the following insurances (the "Insurances"):

(a) Worker's Compensation and Employer's Liability Insurance. Such insurance will (i) fully comply with the statutory requirements of the respective state; (ii) be amended to waive Vendor's subrogation rights against Buyer for all claims arising out of the performance of the Agreement; and (iii) have limits of not less than \$1,000,000 for employer's liability.

(b) Commercial General Liability Insurance. Such insurance will include coverage for Vendor's Workforce with respect to Services performed under the Agreement and have liability limits of not less than \$2,000,000 general aggregate per location, \$2,000,000 aggregate for products and completed operations, \$1,000,000 aggregate for

personal and advertiser's injury for each incident and \$1,000,000 combined single limit for each occurrence.

(c) Professional Liability Insurance. Where applicable to the Services being rendered and if requested to do so by Buyer, Vendor shall maintain professional liability insurance coverage of the type and in amounts usually insured by companies of like size and operating similar business as conducted by Vendor.

(d) Automobile Liability Insurance. Such insurance is required for all owned, non-owned and hired and vehicles operated on the jobsite and used by Vendor in performance of the Agreement, and will have liability limits of not less than \$1,000,000 combined single limit for bodily injury and property damage for each accident.

(e) Umbrella Liability Insurance. Such insurance will (i) be required if Vendor is involved in major alterations, additions, demolition, welding or cutting operations; (ii) have liability limits of not less than \$5,000,000 for each occurrence and \$5,000,000 aggregate; and (iii) be in excess of the coverage's described in Subsections (a), (b), (c) and (d) above.

(f) Watercraft Liability Insurance. Such insurance will (i) be required by Vendor and Vendor's Workforce when watercraft and barges are used in the performance of the Services; (ii) include protection and indemnity on the crew, if applicable in said jurisdiction in which Services are being performed; (iii) have liability limits of not less than \$2,000,000 for each occurrence and \$4,000,000 aggregate.

10.2. The policies for the Insurances will (a) be with an insurer licensed or authorized to do business in all jurisdictions for the locations at which the Services will be performed and having an AM Best rating of A-10 or better or as is otherwise acceptable to Buyer; (b) include "*Florida Crystals Corporation and its Affiliates*" as an additional insured and provide thirty (30) days prior written notice of cancellation or material change, except for Workers' Compensation; (c) be primary over any insurance, self insurance or limits maintained by Buyer; and (d) will not reduce or limit Vendor's obligation to indemnify and defend Buyer for claims made or suits brought which result from or are in connection with Vendor's performance of the Agreement. Prior to performing any of the Services, Vendor will furnish Buyer a certificate of insurance showing evidence of the Insurances.

10.3. Vendor shall be responsible for verifying that Vendor's Workforce has and maintains worker's compensation insurance and contractual liability insurance for all written contracts entered into by Vendor's Workforce.

11. INDEMNIFICATION. Vendor agrees to indemnify, defend, and hold harmless Buyer, including its respective officers, directors, employees, Affiliates and agents, from any and all claims, suits, losses, damages, costs, and expenses, including, but not limited to, those resulting from bodily injury, property damage, intellectual property infringement, exposure to asbestos, asbestos-containing materials, unpaid wages, unpaid bills for materials, fuel, rentals, services, taxes, licenses, legal fees, and costs, to the extent resulting from or arising out of (a) Vendor's or Vendor's Workforce's (i) negligent acts or omissions; (ii) breach of Vendor's obligations, covenants or warranties hereunder; or (ii) performance of the Services, or (b) Vendor's Equipment.

12. PROJECT SITE. Vendor has examined the project site to its satisfaction, including any existing work or improvements in place, but excluding latent problems not reasonably discoverable, and has determined that the same are fit and proper to receive the Services.

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Vendor acknowledges, and will advise Vendor's Workforce, that the premises upon which Services will be performed, including but not limited to refineries, power plants, packaging, storage, and distribution facilities, labs, offices, hospitality centers, and other properties owned or controlled by Buyer (the "Properties"), contain inherent risks and hazards, including, but not limited to, risks involving asbestos, moving vehicles, machinery, and equipment, uneven or slippery surfaces, explosion, fire, smoke, gases, steam, chemicals, emissions, electricity, debris and other hazardous conditions. Vendor voluntarily elects to enter upon the Properties, and voluntarily assumes all risks of loss, damage, or injury that may be sustained by Vendor, Vendor's Workforce and Vendor's Equipment while on the Properties. Buyer shall not be responsible to provide project site security against vandalism, theft, breakage or damage to the Services, materials incorporated in the Services or stored at the project site, or Vendor's Equipment.

13. TERMINATION. This Agreement is nonexclusive and may be terminated by Buyer at any time, without cause and for convenience by giving Vendor at least ten (10) days' prior written notice, in which event Buyer shall pay Vendor for all Services properly completed up to the date of the termination (which is not cancelable or recoverable). In the event of any termination of this Agreement, Vendor shall fully cooperate with Buyer in (a) protecting and preserving all work in place; (b) transferring all building permits or other approvals to the name of Buyer or the successor vendor or general contractor; and (c) otherwise generally cooperating with Buyer to ensure timely and lien-free transition of the Services to other contractors or Buyer. All prior payments made under the Agreement shall be applied to the amounts due hereunder. In no event shall the total payments due to Vendor under the Agreement exceed the Price. All materials and supplies paid for by Buyer shall be delivered by Vendor to Buyer upon termination of the Agreement.

14. PERFORMANCE. If Vendor at any time refuses or neglects to supply sufficient properly skilled workmen or sufficient materials of proper quality and quantity, or fails to perform the Services required hereunder with reasonable diligence and dispatch, or otherwise fails in the performance of any part of the Agreement, and such default by Vendor is not cured within seven (7) days after written notice thereof by Buyer to Vendor, then Buyer may immediately terminate this Agreement. In such case, Vendor shall not be entitled to receive any further payment under this Agreement until all Services are completely finished, at which time, if expense is incurred by Buyer for completing the Services in accordance with the Agreement which exceeds the Price ("Excess Cost"), Buyer shall apply the Retainage against the Excess Cost and Vendor shall promptly pay Buyer upon demand any remaining Excess Cost not satisfied by application of the Retainage.

15. FORCE MAJEURE. Vendor shall not be liable for any delay in the performance of Services when such delay is caused by fires, floods, earthquakes, hurricanes, riots, acts of God, war, governmental interference or restrictions, strikes, or such other similar causes ("Force Majeure"), if notice of the Force Majeure is promptly delivered to Buyer. If a Force Majeure occurs, Vendor's time to perform the Services shall be extended for a reasonable period under the circumstances, but in no event longer than sixty (60) days from the performance date set forth in the Agreement ("Extension Period"). If Vendor fails to perform the Services before the expiration of the Extension Period, Buyer may terminate the Agreement and Vendor shall refund to Buyer any installment payments or deposits Buyer made toward the Services not performed. Buyer shall not be liable for any delay in failing to perform its obligations under the Agreement where such delay is caused by Force Majeure and Buyer's time for

performance shall be extended for a reasonable period under the circumstances, but in no event longer than the Extension Period. . Notwithstanding the foregoing, in the event Buyer determines it no longer needs or no longer can use Vendor's Services or that the delay will adversely impact its operations due to the Force Majeure, Buyer may terminate the Agreement and Buyer shall be relieved of any further obligation or liability thereunder, excluding payment of outstanding invoices.

16. DELIVERABLES. All right, title and interest in and to all writings, drawings, plans, specifications and programs, and all other original works of authorship, prepared by Vendor at Buyer's expense, or which, as determined by the Buyer, arise out of or otherwise relate to the Services and which Vendor prepares, whether in whole or in part and whether alone or with others, during its engagement by Buyer (the "Deliverables"), shall be the sole and exclusive property of Buyer. Vendor will do everything reasonably necessary during and after its engagement and without charge to Buyer to enable Buyer to secure and protect its ownership rights in the Deliverables.

17. CONFIDENTIALITY. All Deliverables and disclosures, drawings, specifications, or technical information furnished to Vendor by Buyer are the sole property of Buyer and shall be held in confidence upon the understanding and agreement by Vendor that they shall not be disclosed or furnished to any third party, shall not be used by Vendor in whole or in part for any purpose except fulfillment of its obligations under the Agreement and shall be returned immediately upon request by Buyer. Vendor shall make no announcement concerning the fact that Vendor has contracted to provide any Services hereunder without the prior written permission of Buyer.

18. MISCELLANEOUS.

18.1. The Agreement represents the final agreement of the parties with respect to its subject matter and all prior oral or written undertakings or agreements are superseded and merged therein. Any modification of this Agreement or additional obligation assumed by either party shall be binding only if in writing and signed by each party. In the event of any conflict between the Purchase Order, including these terms and conditions, and the other documents which form a part of the Agreement, the Purchase Order shall govern. In the event Vendor's proposal or any other document of Vendor contains terms or conditions which limit Buyer's rights or remedies, such terms or conditions shall not be considered a part of this Agreement. If Vendor uses its own form of acknowledgement, acceptance, confirmation or receipt of Buyer's Purchase Order, said form is used for convenience only and shall not alter the terms of this Agreement.

18.2. Any failure on the part of any of the parties hereto to enforce any provision of this Agreement shall not constitute a waiver of that provision, nor prejudice the right of the parties hereto to enforce the provisions at any time subsequent to any such failure to enforce. The rights and remedies set forth in this Agreement to a nondefaulting party shall be deemed cumulative, and the exercise of one of such rights or remedies shall not operate to bar the exercise of any other rights and remedies provided to a nondefaulting party under this Agreement or at law or in equity.

18.3. This Agreement may not be assigned or transferred to any other person or entity without the express, prior, and written consent of Buyer.

18.4. The prevailing party in any action brought to interpret or enforce this Agreement shall be entitled to recover from the

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nonprevailing party the reasonable attorneys' fees, costs and expenses incurred by the prevailing party in such action.

18.5. This Agreement shall be governed by, construed and enforced in accordance with the laws of Florida without reference to choice of law principles thereof. Vendor agrees that any suit, action or proceeding brought against any party with respect to this Agreement or any judgment entered by any court in respect of this Agreement shall only be brought in the state or federal courts of the state wherein the Services at issue were to be performed by Vendor accepts the exclusive jurisdiction of those courts for the purpose of any such suit, action or proceeding. Any provisions under the Laws required to be included herein shall be deemed to be incorporated herein by reference, including Executive Order No. 11246, as amended.

18.6. "Affiliates" are any entity which controls, is controlled by, or is under common control with Florida Crystals Corporation and are intended third party beneficiaries of this Agreement and all rights thereunder. The term "control" means the ownership, directly or indirectly, or the power to direct the voting or disposition, of fifty percent (50%) or more of the voting stock or equity interests of the subject entity.

18.7. Those sections of these terms and conditions which by their nature are intended to survive the making of the final payment or any termination of the Agreement shall so survive, including, but not limited to Sections 7, 8, 9, 11, 16 and 17.