

Apex Gear Service, Inc.

Service Agreement

1. **APPLICABLE TERMS.** This Agreement governs the sale and performance of services provided by Apex Gear Service, Inc. herein referred to as the Company (“Services”). The Standard Terms Addenda, these terms, any other applicable addenda, the Company’s proposal, price quote, purchase order or acknowledgement issued by The Company form the parties’ final agreement (“Agreement”). In the event of any ambiguity or conflict between these documents, precedence shall apply in accordance with the order written in the previous sentence. The Company’s proposal, offer or acceptance is conditioned on Buyer’s acceptance of this Agreement. Any additional or conflicting terms in Buyer’s request for proposal, specifications, purchase order or any other written or oral communication are not binding on The Company unless separately signed by The Company. The Company’s failure to object to Buyer’s additional or conflicting terms does not operate as a waiver of the terms contained in this Agreement.

2. **PRICING & PAYMENT.** Prices and payment terms are: (i) as stated in the Company’s proposal, or if none are stated; (ii) the Company’s standard rates in effect when The Company receives Buyer’s purchase order; or if neither (i) nor (ii) apply, then The Company’s standard rates in effect when the Services are performed.

(a) **Payment** - Unless stated in the Company’s proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.

(b) **Credit Approval** - All orders are subject to credit approval by The Company. The Company may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer’s financial condition, The Company may withhold performance of Services, require cash payments or advance payments, or require other satisfactory financial security before performance of Services.

(c) **Taxes** - Unless stated in writing by The Company, The Company’s rates exclude charges for taxes, excises, fees, duties or other government charges related to the Services. Buyer will pay these amounts or reimburse The Company if payment is made by The Company. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold The Company harmless from any taxes, costs and penalties arising from same. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer’s account.

(d) **Late Payments**– Late payments, meaning any payments received by The Company more than thirty (30) days after the date of the Services, shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(e) **Disputed Invoice** - If Buyer disputes all or any portion of an invoice, it must first deliver written notice to The Company of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify The Company of any dispute constitutes a waiver of Buyer’s claim. If Buyer only disputes a portion of the invoice, Buyer must pay the undisputed portion in accordance with Paragraph 2(a). Upon resolution of the dispute in

favor of The Company, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(f) Suspension/Termination Right - The Company may suspend Services if an undisputed invoice is more than fifteen (15) days past due. The Company may terminate this Agreement if an undisputed invoice is more than thirty (30) days past due. Unless otherwise prohibited by law, The Company may also terminate this Agreement immediately in the event of a material adverse change in the Buyer's financial condition, including, but not limited to bankruptcy, insolvency, or liquidation.

3. RISK OF LOSS AND SCHEDULE. Services shall be performed at the location identified in the Agreement ("Site"). Risk of loss of or damage to Buyer's equipment, including "Equipment" (equipment, materials, components and items of any kind for which The Company is to provide Services under the Agreement), shall remain with Buyer at all times during the performance of the Services hereunder. If Buyer procures or has procured property damage insurance applicable to occurrences at the Site, Buyer shall obtain a waiver by the insurers of all subrogation rights against The Company. Any performance or completion dates are estimated dates only. The Company is not liable for any loss or expense incurred by Buyer or Buyer's customers if The Company fails to meet any such dates.

4. CANCELLATION. Buyer may cancel this Agreement at any time by giving The Company thirty (30) days written notice. Except for The Company's right to terminate in accordance with Paragraph 2, either party may terminate this Agreement for material breach by the other party, provided that the breaching party has not remedied the breach or commenced to cure the breach within a reasonable period, having due regard to the nature of the breach. In the event of a termination or cancellation, unless the Agreement includes a defined termination or cancellation schedule, Buyer is liable for cancellation charges, including without limitation: (i) the full price for any completed Services; (ii) the allocable portion of the price as determined by The Company for any partially completed Services, including 20% overhead and profit, (iii) reasonable demobilization costs, (iv) the cost of any parts obtained for performing Services to Buyer which cannot be returned for a full refund, (v) the cost of any specialized equipment rented by Company to perform Services for Buyer; and (vi) payments due to subcontractors which cannot be: (1) cancelled without any payment obligation; or (2) refunded.

5. FORCE MAJEURE / DELAYS. If either party is unable to perform or suffers delay in performance, due to any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, inclement or unusually severe weather conditions, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, COVID-19 or other health-related delays, or acts or inaction of government, the time of performance will be extended by a period equal to the length of time it takes to overcome the effect of the event. In addition, The Company shall be entitled to be compensated by Buyer for reasonable and direct additional costs incurred during such event. The Company will notify Buyer within a reasonable time after becoming aware of any such event. If there are force majeure delays exceeding 180 days in the aggregate, The Company may terminate the Agreement pursuant to Paragraph 4. For the avoidance of doubt, failure by Buyer to pay shall not constitute a force majeure delay.

6. BUYER'S REQUIREMENTS. The Company' performance is contingent upon Buyer timely complying with and fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all necessary access to Equipment, where applicable, and all required "Third Party Parts" (parts, components, equipment or materials provided by Buyer or that exist in the Equipment which were not manufactured or supplied by The Company or which were originally supplied by The Company and subsequently repaired, serviced or otherwise altered by any party not affiliated with The Company), documents, permits and approvals needed for The Company to perform including, but not limited to, accurate technical information and data, drawing and document approvals, and all necessary commercial documentation. Buyer shall provide access to the Site as reasonably required by The Company for the performance of the Services. The Company may request a change order for an equitable adjustment in prices and times for performance, as well as to adjust for any additional costs or any delay resulting from the failure of Buyer, Buyer's contractors, successors or assigns to meet these obligations or any other obligations in this Agreement.

Buyer shall also maintain the Site in a safe condition, notify The Company promptly of any site conditions requiring special care, and provide The Company with any available documents describing the quantity, nature, location, and extent of such conditions, including any Material Safety Data Sheets (MSDS) related to all hazardous materials at the Site which may impact the Services.

7. INDEMNITY. The Company and Buyer (each as an "Indemnitor") shall indemnify, hold harmless and defend the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor or its subcontractor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of negligence. No part of Buyer's Site or property of Buyer (or Site Owner) is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third-party claims covered by this Paragraph. Indemnitor has the unrestricted right to select and hire counsel, and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. Indemnitee shall not make any admission(s) which might be prejudicial to Indemnitor and shall not enter into a settlement without the express permission of Indemnitor.

8. WARRANTY. (a) The Company warrants that it will perform the Services in a professional and workmanlike manner. If the Services fail to meet the warranty standards set forth in this Paragraph 8(a) within ninety (90) days from completion of the Services ("Warranty Period"), and Buyer promptly reports such non-conformance to The Company during the above mentioned Warranty Period, The Company shall at its own expense re-perform the relevant Services or, in The Company' sole discretion, refund Buyer the pro rata portion of the fees paid to The Company under this Agreement allocable to the nonconforming Services (the "Warranty").

(b) Conditions to the Warranties. The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Equipment other than by The Company or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Equipment in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement, (iii) or in the absence of such conditions, parameters or instructions or to the extent not applicable, in accordance with the generally accepted industry standards applicable in the locale where the Services are

being performed and having regard to the nature of the Services; (iv) Buyer discontinuing use of the Equipment after it has, or should have had knowledge of any defect in the Equipment; (v) Buyer providing The Company with reasonable access to operating and maintenance data as requested by The Company, (which may include secure broadband connection). Without expense to The Company, Buyer shall provide to The Company and The Company' subcontractors and their respective employees and agents on a twenty four (24) hours a day, seven (7) days a week basis, access to the Site, and each unit, including rights of way and easements required for safe access of such persons and equipment, as well as, to the extent applicable, online access to the Site, including to an installed remote monitoring system and to all units, as necessary to permit The Company to perform the Services.; (vi) Equipment not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (vii) Buyer not being in default of any payment obligation. Buyer shall provide, without cost to The Company, access to the nonconformity by disassembling, removing, replacing, and reinstalling any Equipment, materials, or structures to the extent necessary to permit The Company to perform its warranty obligations.

(c) Exclusions from Warranty Coverage. The Warranties do not apply to any Third-Party Parts or Equipment or to services not performed by The Company pursuant to this Agreement. The Company will have no liability to Buyer under any legal theory for such Third-Party Parts, Equipment, services or any related assignment of warranties.

(d) Warranty Notice. Buyer must provide written notice of any claims for breach of Warranty within the applicable Warranty Period. Additionally, absent written notice within the Warranty Period, any use of the Equipment after expiration of the Warranty Period is conclusive evidence that the Warranties have been satisfied.

(e) Limitation on Warranty. The Company's liability under the Warranties is limited to the total paid by Buyer for Services on the particular Equipment which fails to perform properly. If The Company is unable to perform Services which result in restoration of the Equipment after Buyer has given Notice to The Company under paragraph (d) above, The Company will refund Buyer the amount paid for the Services related to the particular non-performing Equipment. Under no circumstance will The Company be liability for any incidental, consequential, or other damages including lost income, profits, or any other damages suffered by Buyer.

(f) Remedies. Buyer's sole and exclusive remedies for breach of the Warranties are limited, at The Company' discretion, to re-performance of the non-conforming portion of the Services, within a reasonable time period, or refund of all or part of the purchase price. The warranty on re-performed Services is limited to the remainder of the original Warranty Period. Unless The Company agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) transportation to and from the Company factory or repair facility; and (ii) damage to Equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Paragraph 8(b) or from their deteriorated condition.

(g) THE WARRANTIES IN THIS PARAGRAPH 8 ARE THE COMPANY' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN PARAGRAPH 9 BELOW. THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE COMPANY IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, LOSS OF PRODUCTION, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

THE COMPANY' MAXIMUM LIABILITY UNDER THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, INDEMNITY OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PRICE PAID TO THE COMPANY FOR SERVICES PERFORMED UNDER THIS AGREEMENT.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS PARAGRAPH 9 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF THE COMPANY HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS PARAGRAPH 9 EXTEND TO THE COMPANY' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS AND SUCCESSORS AND ASSIGNS OF THE COMPANY.

FOR THE AVOIDANCE OF DOUBT, IN THE EVENT THAT PHYSICAL LOSS OR DAMAGE TO THE BUYER'S PROPERTY RESULTS FROM THE FAILURE OF A PORTION OF THE SERVICES TO CONFORM TO ITS RESPECTIVE WARRANTY DURING THE APPLICABLE WARRANTY PERIOD, THE COMPANY' LIABILITY SHALL IN NO CASE EXCEED THE COMPANY' OBLIGATION TO PERFORM THE REMEDIES SPECIFIED IN PARAGRAPH 8, AS APPLICABLE, WHICH THE COMPANY WOULD HAVE HAD TO PERFORM IF SUCH REMEDY HAD BEEN CARRIED OUT IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE PHYSICAL LOSS OR DAMAGE.

10. CONFIDENTIALITY.

(a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, the quotation, the Agreement, processes and procedures, know-how, methods and techniques employed by The Company in connection with the Services, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the Services to be performed under this Agreement in any manner that identifies the other party without advance written permission. Except for security surveillance in Buyer's ordinary course of business, the observing or recording of the Services or any part thereof, whether by photographic, video or audio devices or in any other manner is prohibited. In the event any such prohibited observation or recording occurs, The Company may (in addition to any other legal or equitable rights and remedies) stop the Services until The Company has satisfied itself that the prohibited conduct has ceased, and in such event (a) the date of delivery or time for performance will be extended by a period of time which The Company determines necessary and (b) Buyer will reimburse The Company for The Company' and its Suppliers'

additional costs and expenses resulting from such delay, including but not limited to any for demobilization or remobilization. Unless required by appropriate governmental authorities, neither party shall, without the prior written consent of the other party, issue any public statement, press release, publicity hand-out or other material relating to the Services performed on Buyer's Site or Equipment. However, The Company has the right to share confidential information with its affiliate and subcontractors provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; or (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information, or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is the Company's policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes The Company from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to The Company confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

(d) The Company shall retain all intellectual property rights in the Services, works, The Company's documents, processes, the Company's confidential information, and any design information and/or documents made by (or on behalf of) The Company. Upon receipt of all fees, expenses and taxes due in respect of the relevant Services, The Company grants to the Buyer a non-transferable, non-exclusive, royalty-free license to copy, use and communicate The Company's documents for the sole purpose of operation and maintenance of the facility upon which the Services have been performed.

11. COMPLIANCE WITH LAWS. The parties agree to comply with all applicable laws and regulations.

12. CHANGES IN SERVICES. No change will be made to the scope of Services unless Buyer and The Company agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts The Company's obligations or performance under this Agreement, the Company shall be entitled to a change order for an equitable adjustment in the price and time of performance.

13. NON-WAIVER. Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

14. MODIFICATION OF TERMS. These terms may only be modified by a written instrument signed by authorized representatives of both parties.

15. ASSIGNMENT. Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent to, any parent, wholly owned subsidiary or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to a competitor of The Company; an entity in litigation with The Company; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. The Company may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

16. APPLICABLE LAW AND JURISDICTION. This Agreement is governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH THE COMPANY AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a Federal District Court for the Northern District of Illinois, Western Division, in Rockford, Illinois, or the Circuit Court of the Twenty-Third Judicial Circuit, DeKalb County, Illinois. By signing this Agreement, each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes. In the event of a breach of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs from the non-prevailing party.

17. SEVERABILITY. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

18. EXPORT/IMPORT COMPLIANCE. Buyer acknowledges that The Company is required to comply with applicable export/import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of goods or information provided in the performance of the Services, including any export/import license requirements. Buyer agrees that such goods or information shall not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export/import laws and regulations. The Company's continuing performance hereunder is conditioned on compliance with such export/import laws and regulations at all times.

19. NUCLEAR. In the event the Services provided under the Agreement are to be performed at or in any manner in connection with a nuclear installation, the following conditions shall apply:

A. Buyer's Insurance

(1) If Buyer procures property damage insurance applicable to occurrences at the Site and third party non-nuclear liability insurance, or either of such types of insurance, such insurance will name The Company and its subcontractors as additional insureds.

(2) Buyer shall have at its own cost, prior to the arrival of nuclear fuel at the Site, secured and shall thereafter maintain in force protection against liability arising out of or resulting from a Nuclear Incident (as defined in the Atomic Energy Act of 1954, as amended) as required by the Nuclear Regulatory Commission; provided, however, that if the nuclear liability protection system

in effect on the date of the Agreement expires or is repealed, changed, or modified, Buyer will, without cost to The Company, maintain liability protection through government indemnity, limitation of liability, and/or liability insurance which will not result in a material impairment of the protection afforded The Company and its subcontractors by such nuclear liability protection system which is in effect as of the date of the Agreement, taking into account the availability of insurance, customary practice in the industry for plants of similar size and character, and other relevant factors in light of then existing conditions. In any event, the protection provided pursuant to this Paragraph shall remain in effect until the decommissioning of the nuclear plant.

B. Waivers by Buyer: Neither The Company, nor its subcontractors shall be liable for any loss of, damage to, or loss of use of property or equipment wherever located, arising out of or resulting from a "Nuclear Incident." Buyer waives and will require its insurers to waive all rights of recovery against The Company and its subcontractors on account of any such loss, damage, or loss of use. All such waivers shall be full and unrestricted and in a form acceptable to The Company.

In the event Buyer recovers damages from a third party based on losses at the Site resulting from the hazardous properties of source, special nuclear or byproduct material (as defined in the Atomic Energy Act of 1954, as amended), Buyer shall defend, indemnify and hold The Company and its subcontractors harmless against claims by such third party which are based on Buyer's recovery of such damages. In addition, Buyer waives and will require its insurers to waive all rights of recovery against The Company and its subcontractors, for any and all costs or expenses arising out of or in connection with the investigation and settlement of claims or the defense of suits for damage resulting from the nuclear energy hazard.

C. Third Party Property Protection: Buyer will indemnify and hold The Company and its subcontractors harmless for any liability arising out of loss of or damage to property at the Site which arises out of a Nuclear Incident. In addition, Buyer shall obtain for the benefit of The Company and its subcontractors, protection against liability for, arising out of, or resulting from damage to any property or equipment located at the Site which is used or intended for use by Buyer in connection with the operation of the nuclear power plant (including but not limited to fuel) and which is owned by parties other than Buyer.

D. Decontamination: Buyer shall, without cost to The Company, perform any required decontamination and health physics necessary for, related to or resulting from The Company performance of its contractual obligations. This includes but is not limited to decontamination of any The Company equipment or tools used in the performance thereof. Buyer shall provide documentation demonstrating that components or parts being returned to The Company after such decontamination meet the requirements designated for unrestricted release as set forth in the United States Code of Federal Regulations, Title 10 Part 20.

20. SURVIVAL. The Paragraphs entitled "Limitation of Liability," "Indemnity", "Confidentiality," "Risk of Loss and Schedule," "Export/Import Compliance," and "Nuclear" survive any termination, expiration or cancellation of this Agreement.

21. SITE SAFETY. Buyer shall comply with all federal, state, and local safety regulations and standards applicable to the Site and to the Equipment on which The Company will perform the Services. The Company shall not be obligated to commence or perform Services unless Buyer's Site complies with all applicable safety requirements. In the event Buyer's Site safety is non-compliant, The Company may suspend the Services until such time as Buyer corrects the non-compliance. To the extent The Company

incurs additional time and expense as the result of Buyer's non-compliance, The Company shall be entitled to an equitable adjustment in the schedule, price and other affected provisions of the Agreement.

22. ENVIRONMENTAL COMPLIANCE. To the extent that the performance of Services at the Site may involve the generation of hazardous waste as such term is defined in the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), the laws of the state in which the Site is located and the rules or regulations issued thereunder as are now in effect or hereafter amended from time to time (such generated hazardous waste being herein referred to as "Hazardous Waste") shall apply.

Buyer shall at its expense and in accordance with all applicable federal, state and local laws, rules, regulations and ordinances (i) furnish The Company with containers for Hazardous Waste, (ii) designate a storage area at the Site proximate to the Services where such containers are to be placed; and (iii) handle, store and dispose of Hazardous Waste. Buyer shall reimburse The Company for additional costs, if any, incurred in complying with any such laws, regulations, rules and/or ordinances.

The Company shall have no responsibility or liability with regard to any Hazardous Waste which it does not know or have reason to know will be generated or released in the performance of the Services, and Buyer shall indemnify and hold The Company harmless for all damages, losses, costs, liabilities, fines and penalties, (including reasonable attorneys' fees) related to pollution and environmental impairment arising from the Buyer's property, the Equipment or the Services.

23. ASBESTOS

The terms "Asbestos" and "Presumed Asbestos Containing Material" shall have the meanings set forth in United States Code of Federal Regulations Chapter 29 Section CFR 1926.1101 et seq., and "ACM" shall mean Asbestos and Asbestos containing materials.

(1) The Buyer warrants and represents that, in any areas which may be accessed by The Company or its Suppliers, any ACM which is or is contained in thermal insulation or sprayed-on surfacing material is conspicuously and specifically marked as ACM, and any other ACM is in a lawful condition.

(2) Prior to The Company's commencement of Services at any Site:

(a) The Buyer shall, at Buyer's expense remove all thermal insulation, sprayed-on surfacing material, and/or Presumed Asbestos Containing Material (any or all of the foregoing hereinafter "PACM"), and ACM which may be disturbed during or removal of which is required for the performance of the Services; and,

(b) The Buyer shall ensure that any areas where any activities involving the abatement or removal of PACM or ACM shall be conspicuously identified, posted and isolated, all as required by applicable law. BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN PERFORMING THE SERVICES AND DISPATCHING EMPLOYEES TO WORK AREAS, THE COMPANY IS RELYING UPON THE AGREEMENTS, WARRANTIES, AND REPRESENTATIONS MADE BY BUYER IN THIS PARAGRAPH 23. Without limiting its other rights and remedies, The Company (i) shall not be obligated to commence, and may stop any affected Services, unless and until it is fully satisfied that the Buyer is in compliance with this Paragraph 23, and (ii) shall be entitled to an equitable adjustment in the schedule, price and other provisions of the Agreement resulting from Buyer's non-compliance.

(3) In no event shall The Company be obligated to install, disturb, handle, or remove any PACM.

(4) The Company makes no representation that it is licensed to abate ACM.

(5) Buyer shall defend, indemnify and hold The Company harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the Buyer's failure to comply with the provisions of this Paragraph 23.

24. THIRD PARTY PARTS

Buyer warrants that any and all Third Party Parts which may be the subject of any Services shall (a) be fully compatible with the corresponding part, component, equipment or material of the Original Equipment Manufacturer ("OEM") in terms of form, fit, and function; (b) shall be timely provided to the Company hereunder; and (c) shall be capable of installation in the same manner and within the same time as the corresponding OEM part, component, equipment, or material.

THE COMPANY:

APEX GEAR SERVICE, INC.

BUYER:

By: _____

Title: _____

By: _____

Title: _____