

**Exhibit A**  
**US Purchase Order Terms and Conditions**

As used herein, "Seller" includes Seller, its subsidiaries and affiliates; "Chemex" includes Chemex Global Inc., and its subsidiaries and affiliates. Seller and Chemex hereby agree as follows:

**1.0 Applicability.**

These US Purchase Order Terms and Conditions constitute a part of and apply to this Purchase Order, except to the extent that the face of this Purchase Order expressly provides otherwise.

**2.0 Services and Deliverables.**

Seller agrees to perform the services or deliver the services deliverables ("Services") and/or provide the goods ("Goods") described in this Purchase Order, in accordance with this Purchase Order. Upon acceptance of a Purchase Order, shipment of Goods or commencement of Services, Seller shall be bound by the provisions of this Purchase Order, whether Seller acknowledges or otherwise signs this Purchase Order, unless Seller objects in writing prior to shipping Goods or commencing Services.

This writing does not constitute a firm offer within the meaning of Section 2.205 of the Texas Business & Commerce Code, and may be revoked at any time prior to acceptance. This Purchase Order may not be added to, modified, superseded, or otherwise altered, except by a writing signed by an authorized Chemex representative. Any terms or conditions contained in any acknowledgement, invoice or other communication of Seller, which are inconsistent with the terms and conditions herein, are hereby rejected. To the extent that this Purchase Order might be treated as an acceptance of Seller's prior offer, such acceptance is expressly made on condition of assent by Seller to the terms hereof and shipment of the Goods or beginning performance of any Services by Seller shall constitute such assent. Chemex hereby reserves the right to reschedule any delivery or cancel this Purchase Order issued at any time prior to shipment of the Goods or prior to commencement of any Services. Cancellation fees due from Chemex for reasons other than non-performance by Seller shall be as follows:

- a. After issuance of Purchase Order, but prior to the commencement of engineering by Seller: no charge;
- b. After commencement of engineering, but prior to Seller ordering of materials for use in construction of Goods: fifteen percent (15.0% ) of the amount specified on the face of this Purchase Order for the Goods less applicable taxes and other charges such as shipping costs, duties, customs, tariffs, imposts and government imposed surcharges ("Purchase Price");
- c. After Seller orders materials for use in construction of Goods, but prior to commencement of manufacturing of Goods: sixty-five percent (65.0%) of the Purchase Price;
- d. After Seller commences manufacturing of Goods, but prior to shipment of Goods: seventy-five percent (75.0%) of Purchase Price; and
- e. After Goods are ready for shipment: one hundred percent (100.0%) of Purchase Price.

**3.0 Delivery.**

Time is of the essence. Delivery of Goods shall be made pursuant to the schedule, via the carrier and to the place specified on the face of this Purchase Order. If no delivery schedule is specified, the order shall be filled promptly and delivery will be made by the most expeditious form of land transportation. If no method of shipment is specified in this Purchase Order, Seller shall use the least expensive suitable carrier. In the event Seller fails to deliver the Goods within the time specified, Chemex may, at its option, enforce liquidated damages in the form of a one percent (1.0%) reduction in Purchase Price for each day after the time specified the Goods are shipped (which Seller and Chemex agree is not a penalty and is instead the minimally adequate compensation to Chemex for damages that are difficult if not impossible to quantify due to late delivery of Goods) up to a maximum of fifteen percent (15.0%) of the Purchase Price, or, Chemex may demand its allocable fair share of Seller's available Goods and terminate the balance of this Purchase Order. If appropriate or required by the terms specified on the face of this Purchase Order, Seller shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify the contents without opening, and all boxes and packages must contain packing sheets listing contents. Chemex's Purchase Order number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading.

**4.0 Identification, Risk of Loss, and Delivery of Goods.**

Identification of the Goods shall occur in accordance with Section 2.501 of the Texas Business & Commerce Code. Seller assumes all risk of loss until receipt at the specified delivery location by Chemex. Title to the Goods shall pass to Chemex upon receipt by it of the Goods at the designated delivery location. If the Goods are destroyed prior to title passing to Chemex, Chemex may at its option cancel this Purchase Order or require delivery of substitute Goods of equal quantity and quality. Such delivery will be made as soon as practicable. If loss of Goods is partial, Chemex shall have the right to require delivery of the Goods not destroyed.

**5.0 Payment.**

As full consideration for the performance of the Services, delivery of the Goods and the assignment of rights to Chemex as provided herein, Chemex shall pay Seller the amount agreed upon and specified in this Purchase Order. Applicable taxes and other charges such as shipping costs, duties, customs, tariffs, imposts and government-imposed surcharges shall be stated separately on Seller's invoice. Payment is made when Chemex's check is mailed. Payment shall not constitute acceptance. All personal property taxes assessable upon the Goods prior to receipt by Chemex of Goods conforming to this Purchase Order shall be borne by Seller. Seller shall invoice Chemex for all Goods delivered and all Services actually performed. Each invoice submitted by Seller must be provided to Chemex within ninety (90) days of completion of the Services or delivery of Goods and must reference this Purchase Order. Chemex reserves the right to return all incorrect invoices. Chemex will receive a two percent (2.0%) discount on the invoiced amount for all invoices that are submitted more than ninety (90) days after completion of the Services or delivery of Goods. Unless otherwise specified on the face of this Purchase Order, Chemex shall pay the invoiced amount within thirty (30) days after receipt of a correct invoice. Seller will receive no royalty or other remuneration on the production or distribution of any products developed by Chemex or Seller in connection with or based on the Goods or Services provided.

**6.0 Warranties.**

**6.1 Services.** Seller represents and warrants that all Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures. Further, Seller represents and warrants that the Services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated in this Purchase Order. Seller represents and warrants that the performance of Service under this Purchase Order will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Seller is bound.

**6.2 Goods.** Seller warrants that all Goods provided will be new (manufactured within 3 months or less from purchase date and Seller has not previously assigned or sold said Goods), and will not be used, reconditioned-refurbished or be considered gray market. Seller warrants that all Goods delivered shall be free from defects in materials and workmanship and shall be fit for purpose and conform to the applicable specifications for a period of: (i) eighteen (18) months from the date of delivery to Chemex; or (ii) twelve (12) months from the date the Goods are placed in use for their intended service, whichever is shorter. If the warranty period provided in Seller's standard warranty covering the Goods is longer than eighteen (18) months from the date of delivery to Chemex or twelve (12) months from the date Goods are placed in use for their intended service, then Seller's standard warranty period shall apply.

Seller hereby agrees that it will make spare parts available to Chemex for a period of five (5) years from the date of shipment at Seller's then current price, less applicable discounts. Additionally, Goods purchased shall be subject to all written and oral express warranties made by Seller's agents, and to all warranties provided for by the Texas Business & Commerce Code. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. Seller shall furnish to Chemex Seller's standard warranty and service guaranty applicable to the Goods. All warranties and Service guarantees shall run both to Chemex and to its customers, including without limitation Chemex customers who purchase equipment or services from Chemex incorporating Seller's Goods or Services.

If Chemex identifies a warranty problem with the Goods during the warranty period, Chemex will promptly notify Seller of such problems and will return the Goods to Seller, at Seller's expense.

Within five (5) business days of receipt of the returned Goods, Seller shall, at Chemex's option, either repair or replace such Goods, or credit Chemex's account for the same. Replacement and repaired Goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

**7.0 Inspection.**

Chemex shall have a reasonable time after receipt of Goods or Services, and before payment, to inspect them for conformity hereto, and Goods received prior to inspection shall not be deemed accepted until Chemex has run an adequate test to determine whether the Goods conform to the specifications hereof. Use of a portion of the Goods for the purpose of testing shall not constitute an acceptance of the Goods. If Goods tendered do not wholly conform to the provisions hereof, Chemex shall have the right to reject such Goods. Nonconforming Goods will be returned to Seller freight collect and risk of loss will pass to Seller upon Chemex's delivery to the common carrier.

**8.0 Independent Contractor.**

Chemex is interested only in the results obtained under this Purchase Order; the manner and means of achieving the results are subject to Seller's sole control. Seller is an independent contractor for all purposes, without express or implied authority to bind Chemex by contract or otherwise. Neither Seller nor its employees, agents or subcontractors ("Seller's Assistants") are agents or employees of Chemex, and therefore are not entitled to any employee benefits of Chemex, including but not limited to, any type of insurance. Seller shall be responsible for all costs and expenses incident to performing its obligation under this Purchase Order and shall provide Seller's own supplies and equipment.

**9.0 Seller Responsible for Taxes and Records.**

Seller shall be solely responsible for filing the appropriate federal, state and local tax forms, including, without limitation, a Schedule C or a Form 1020, and paying all such taxes or fees, including estimated taxes and employment taxes, due with respect to Seller's receipt of payment under this Purchase Order. Seller further agrees to provide Chemex with reasonable assistance in the event of a government audit. Chemex shall have no responsibility to pay or withhold from any payment to Seller under this Purchase Order any federal, state, or local taxes or fees. Chemex will regularly report amounts paid to Seller by filing Form 1099-MISC with the Internal Revenue Service. If applicable, Chemex shall provide Seller with such records as Seller may request to document a non-taxable sale of the Goods.

**10.0 Insurance.**

Seller shall be solely responsible for maintaining and requiring Seller's Assistants to maintain such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance as is required by law. Upon request, Seller shall provide Chemex with certificates of insurance or evidence of coverage before commencing performance under this Purchase Order. Seller shall provide adequate coverage for any Chemex property under the care, custody or control of Seller or Seller's Assistants.

**11.0 Indemnity.**

**SELLER SHALL INDEMNIFY, HOLD HARMLESS, AND AT CHEMEX'S REQUEST, DEFEND CHEMEX, ITS OFFICERS, DIRECTORS, CUSTOMERS, AGENTS AND EMPLOYEES, AGAINST ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS OF SUIT ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GOODS OR SERVICES PROVIDED UNDER THIS PURCHASE ORDER, INCLUDING, WITHOUT LIMITATION: (i) ANY CLAIM BASED ON THE DEATH OR BODILY INJURY TO ANY PERSON, DESTRUCTION OR DAMAGE TO PROPERTY, OR CONTAMINATION OF THE ENVIRONMENT AND ANY ASSOCIATED CLEAN-UP COSTS; (ii) SELLER FAILING TO SATISFY THE INTERNAL REVENUE SERVICE'S GUIDELINES FOR AN INDEPENDENT CONTRACTOR; (iii) ANY CLAIM BASED ON THE NEGLIGENCE, OMISSIONS OR WILLFUL MISCONDUCT OF SELLER OR ANY SELLER ASSISTANTS; AND (iv) ANY CLAIM BY A THIRD PARTY AGAINST CHEMEX ALLEGING THAT THE GOODS OR SERVICES, THE RESULTS OF SUCH SERVICES, OR ANY OTHER PRODUCTS OR PROCESSES PROVIDED UNDER THIS PURCHASE ORDER, INFRINGE A PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT OF A THIRD PARTY, WHETHER SUCH ARE PROVIDED ALONE OR IN COMBINATION WITH OTHER PRODUCTS, SOFTWARE OR PROCESSES. SELLER AGREES TO PAY OR REIMBURSE ALL COSTS THAT MAY BE INCURRED BY CHEMEX IN ENFORCING THIS INDEMNITY, INCLUDING ATTORNEYS' FEES.**

**SHOULD CHEMEX'S USE, OR USE BY ITS DISTRIBUTORS, SUBCONTRACTORS OR CUSTOMERS, OF ANY GOODS OR SERVICES PURCHASED FROM SELLER BE ENJOINED, BE THREATENED BY INJUNCTION, OR BE THE SUBJECT OF ANY LEGAL PROCEEDING, SELLER SHALL, AT ITS SOLE COST AND EXPENSE, EITHER: (i) SUBSTITUTE FULLY EQUIVALENT NON-INFRINGEMENTS; (ii) MODIFY THE GOODS OR SERVICES SO THAT THEY NO LONGER INFRINGE BUT REMAIN FULLY EQUIVALENT IN FUNCTIONALITY; (iii) OBTAIN FOR CHEMEX, ITS DISTRIBUTORS, SUBCONTRACTORS OR CUSTOMERS, THE RIGHT TO CONTINUE USING THE GOODS OR SERVICES; OR (iv) IF NONE OF THE FOREGOING IS POSSIBLE, REFUND ALL AMOUNTS PAID FOR THE INFRINGING GOODS OR SERVICES.**

**12.0 Confidentiality.**

Seller will acquire knowledge of Chemex Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such Chemex Confidential Information in confidence during and following termination or expiration of this Purchase Order. "Chemex Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including without limitation, information relating to the research, development products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product (as defined in Section 13.0 hereof) and other material or information considered proprietary by Chemex relating to the current or anticipated business or affairs of Chemex which is disclosed directly or indirectly to Seller. In addition, Chemex Confidential Information means any third party's proprietary or confidential information disclosed to Seller in the course of providing Services or Goods to Chemex. Chemex Confidential Information does not include any information: (i) which Seller lawfully knew without restriction on disclosure before Chemex disclosed it to Seller; (ii) which is now or becomes publicly known through no wrongful act or failure to act of Seller; (iii) which Seller developed independently without use of the Chemex Confidential Information, as evidenced by appropriate documentation; or (iv) which is hereafter lawfully furnished to Seller by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose Chemex Confidential Information which is required to be disclosed pursuant to a requirement of a government agency or law so long as Seller provides prompt notice to Chemex of such requirement prior to disclosure.

Seller agrees not to copy, alter or directly or indirectly disclose any Chemex Confidential Information. Additionally, Seller agrees to limit its internal distribution of Chemex Confidential Information to Seller's Assistants who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Seller's Assistants of nondisclosure agreements with provisions substantially similar to those set forth herein. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Chemex Confidential Information.

Seller further agrees not to use the Chemex Confidential Information except in the course of performing hereunder and will not use such Chemex Confidential Information for its own benefit or for the benefit of any third party. The mingling of the Chemex Confidential Information with information of Seller shall not affect the confidential nature or ownership of the same as stated hereunder. Seller agrees not to design or manufacture any products which incorporate Chemex Confidential Information. All Chemex Confidential Information is and shall remain the property of Chemex. Upon Chemex's written request or the termination of this Purchase Order, Seller shall return, transfer or assign to Chemex all Chemex Confidential Information, including all Work Product (as defined in Section 13.0 hereof), and all copies thereof. Seller may retain one (1) copy of its project file relating to this Purchase Order to the extent necessary to comply with internal record retention guidelines.

**13.0 Ownership of Work Product.**

For purposes of this Purchase Order, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, Services deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others which result from or relate to the Services performed hereunder or Goods manufactured hereunder. Standard Goods manufactured by Seller and sold to Chemex without having been designed, customized or modified for Chemex do not constitute Work Product and Chemex's interest in the Work Product only extends to the design of Goods developed specifically for Chemex for use in modular process equipment. All Work Product shall at all times be and remain the sole and exclusive property of Chemex. Seller hereby agrees to irrevocably

assign and transfer to Chemex, and does hereby assign and transfer to Chemex, all of its worldwide right, title and interest in and to the Work Product, including all associated intellectual property rights. Chemex will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedures that Chemex deems appropriate. Seller agrees: (i) to disclose promptly in writing to Chemex all Work Product in its possession; (ii) to assist Chemex in every reasonable way, at Chemex's expense, to secure, perfect, register, apply for, maintain and defend for Chemex's benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in Chemex's name as it seems appropriate; and (iii) to otherwise treat all Work Product as Chemex Confidential Information as described in Section 12.0 above.

These obligations to disclose, assist, execute and keep confidential survive the expiration or termination of this Purchase Order. All tools and equipment supplied by Chemex to Seller shall remain the sole property of Chemex.

Seller will ensure that Seller's Assistants appropriately waive any and all claims and assign to Chemex any and all rights or any interests in any Work Product or original works created in connection with this Purchase Order. Seller irrevocably agrees not to assert against Chemex or its direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Seller affecting the Work Product.

Chemex will not have rights to any works conceived or reduced to practice by Seller which were developed entirely on Seller's own time, without using equipment, supplies, facilities or trade secret or Chemex Confidential Information or Work Product.

**14.0 Noninterference with Business.**

During and for a period of two (2) years immediately after the termination or expiration of this Purchase Order, Seller agrees not to unlawfully interfere with the business of Chemex in any manner, and further agrees not to solicit or induce any employee or independent contractor to terminate or breach an employment, contractual or other relationship with Chemex.

**15.0 Termination.**

Chemex may terminate this Purchase Order upon written notice to Seller if Seller fails to perform or otherwise breaches this Purchase Order, files a petition in bankruptcy, becomes insolvent, or dissolves. In the event of such termination, Chemex shall pay Seller for the portion of the Services satisfactorily performed and those conforming Goods delivered to Chemex through the date of termination, less appropriate offsets, including any additional costs to be incurred by Chemex in completing the Services.

Seller may terminate this Purchase Order upon written notice to Chemex if Chemex fails to pay Seller within thirty (30) days after Seller notifies Chemex in writing that payment is past due.

Upon the expiration or termination of this Purchase Order for any reason: (i) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or termination; and (ii) Seller will promptly notify Chemex of all Chemex Confidential Information or any Work Product in Seller's possession and, at the expense of Seller and in accordance with Chemex's instructions, will promptly deliver to Chemex all such Chemex Confidential Information and/or Work Product.

**16.0 Remedies.**

If Seller breaches this Purchase Order, Chemex shall have all remedies available by law and at equity. For the purchase of Goods, Seller's sole remedy in the event of breach of this Purchase Order by Chemex shall be the right to recover damages not to exceed the Purchase Price. No alternate method of measuring damages shall apply to this transaction. Seller shall have no right to resell Goods for Chemex's account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by Chemex. Any resale so made shall be for the account of Seller.

**17.0 Force Majeure.**

Chemex shall not be liable for any failure to perform, including failure to: (i) accept performance of Services; or (ii) take delivery of the Goods as provided caused by circumstances beyond its control which make such performance commercially impractical, including, but not limited to, acts of God, fire, flood, acts of war, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation. In the event Chemex is so excused, either party may terminate the Purchase Order and Chemex shall at its expense and risk return any Goods received to the place of shipment.

**18.0 Severability.**

If any provision of this Purchase Order shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**19.0 Limitation of Liability.**

**IN NO EVENT SHALL CHEMEX BE LIABLE TO SELLER OR SELLER'S ASSISTANTS, OR ANY THIRD PARTY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS PURCHASE ORDER, WHETHER OR NOT CHEMEX WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**

**20.0 Assignment; Waiver.**

Seller may not assign this Purchase Order or any of its rights or obligations under this Purchase Order without the prior written consent of Chemex. Any assignment or transfer without such written consent shall be null and void. This Purchase Order shall inure to the benefit of, and be binding upon, the successors and assigns of Chemex without restriction. A waiver of any default hereunder or of any term or condition of this Order shall not be deemed to be a continuing waiver of a waiver of any other default or any other term or condition.

**21.0 Nonexclusive Agreement.**

This is not an exclusive agreement. Chemex is free to engage others to perform Services or provide Goods the same as or similar to Seller's. Seller is free to, and is encouraged to advertise, offer and provide Seller's Services and/or Goods to others; provided, however, that Seller does not breach this Purchase Order.

**22.0 Notices**

Except for Purchase Orders which may be sent by local mail, e-mail or facsimile transmission, all notices and other communications hereunder shall be in writing and shall be addressed to Seller or to an authorized Chemex representative, and shall be considered given when: (a) delivered personally; (b) sent by confirmed e-mail or facsimile; (c) sent by commercial overnight courier with written verification receipt; or (d) three (3) days after having been sent, postage prepaid, by first class or certified mail.

**23.0 Survival of Obligations.**

Any obligations and duties which by their nature extend beyond the expiration or termination of this Purchase Order shall survive the expiration or termination of this Purchase Order.

**24.0 Governing Law.**

**THIS PURCHASE ORDER SHALL BE CONSTRUED IN ACCORDANCE WITH, AND DISPUTES SHALL BE GOVERNED BY, THE LAWS OF THE STATE OF TEXAS, EXCLUDING ITS CONFLICT OF LAW RULES. THE DISTRICT COURT OF THE COUNTY OF HARRIS OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION, SHALL HAVE JURISDICTION AND VENUE OVER ALL CONTROVERSIES ARISING OUT OF, OR RELATING TO, THIS PURCHASE ORDER. THE APPLICABILITY OF THE UN CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS HEREBY EXPRESSLY WAIVED BY THE PARTIES AND IT SHALL NOT APPLY TO THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER.**

**25.0 Entire Agreement; Modification.**

This Purchase Order is the complete, final and exclusive statement of the terms and conditions of the agreement between the parties and it supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This Purchase Order may not be varied, modified, altered, or amended except in writing, including a Purchase Order or a change order issued by Chemex, signed by the parties. The terms and conditions of this Purchase Order shall prevail notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller. Notwithstanding the foregoing, this Purchase Order will not supersede or take the place of any written agreement which is signed by both parties and covers the same subject matter as this Purchase Order or its related Purchase Orders.

**26.0 Compliance with Laws.**

**26.1 General.** Seller shall comply with all applicable federal, state and local laws in the performance of this Purchase Order, including, but not limited to, all applicable employment, tax, export control and environmental laws.

**26.2 Hazardous Materials.** If Goods include hazardous materials, Seller represents and warrants that Seller understands the nature of any hazards associated with the manufacture, handling and transportation of such hazardous materials.

**26.3 Customs.** Upon Chemex's request, Seller will promptly provide Chemex with a statement of origin of all Goods and United States Customs documentation for Goods wholly or partially manufactured outside of the United States.

**27.0 Liens.**

Seller represents that the Goods and/or Services furnished hereunder are free of liens or other encumbrances of any kind, and Seller shall release, indemnify, protect and hold harmless Chemex from and against any and all liens and encumbrances relating thereto. Before Chemex pays any of Seller's invoices hereunder, Chemex may require Seller to certify that there are no unsatisfied claims for Services or Goods in relation to this Purchase Order, and to submit to Chemex releases and/or lien waivers from Seller and its subcontractors, laborers, service providers and materials/equipment suppliers.

**28.0 Injunctive Relief.**

Seller acknowledges and agrees that the obligations and promises of Seller under this Purchase Order are of a unique and intellectual nature giving them particular value. Seller's breach of any promises contained in this Purchase Order will result in irreparable and continuing damage to Chemex for which there will be no adequate remedy at law and, in the event of such breach, Chemex will be entitled to seek injunctive relief, or a decree of specific performance.

**LIST OF ATTACHMENTS**

Attachment No.	Description
A	Scope of Supply
B	Documentation and Delivery Schedule
C	Equipment Warranty
D	Payment & Cancellation Schedule
E	Shipping Instructions
F	Invoice Submittal
G	Notifications
H	Requirements for Quality Assurance / Quality Control
I	Submittal of Documentation CML-DOC-3003
J	Technical - Commercial Clarifications Form
K	Sellers Equipment Pricing Breakdown
L	Technical Requisition for Purchase