1. **CONTRACT**: This Contract (“Contract” or “Agreement”) together with any exhibits or attachments hereto or referred to herein, shall constitute the entire agreement between the parties, which shall govern and control all Work performed, and all materials supplied (“Subcontract Work”) by . (“Subcontractor”) for **Polaris EPC, Inc.** (“Contractor”) (each a “Party” or “Parties”) and shall be deemed incorporated into all Subcontract Work orders or written requests for Subcontract Work (“Purchase Order”) issued hereunder. Contractor shall not be bound by any terms or conditions not set forth herein, unless set forth in writing and signed by an authorized representative of Contractor, and any additional or inconsistent terms not so agreed to by Contractor in writing shall be null and void.
2. **SUBCONTRACT WORK**: The Contractor contracts with the Subcontractor for services to be performed as part of work (“Project”) under general contract with Contractor’s customer (“Owner”). The Subcontractor shall perform the Subcontract Work under the general direction of the Contractor to fulfill its obligations under its agreement with the Owner. The Subcontract Work is a portion of the Project and is to be performed in accordance with the terms of this Agreement in general and of the Purchase Order in specific.
3. **PAYMENT**: When the Subcontract Work covered by this Contract is properly completed according to the terms and conditions hereof, Subcontractor shall submit to Contractor an invoice in a form satisfactory to Contractor within sixty (60) days of completion of the Work. The compensation paid by Contractor to Subcontractor shall be pursuant to the Purchase Order, which shall constitute full payment. Contractor may require, as a condition precedent to any payment, that Subcontractor submit receipted bills, releases and waivers of lien rights. Invoices submitted by Subcontractor more than sixty (60) days after completion of the Work shall not be paid.
4. **CONTRACT PRICE**: Compensation for the satisfactory performance of the Subcontract Work shall be paid by the Contractor to the Subcontractor in accordance with the applicable Purchase Order. There shall be no additional payment whatsoever for any compensation not explicitly provided for in the Purchase Order for items such as, by way of example, but not exclusively: taxes, wages, costs of any type, or profit connected with the Subcontract Work.
5. **PERFORMANCE**: Subcontractor shall diligently and carefully perform all Subcontract Work required hereunder, time being of the essence, in a good and workmanlike manner. Subcontractor warrants that the Subcontract Work shall be free of defects for a period of one year after the date of completion of the Subcontract Work. Should Subcontractor be required to re-perform any work or perform any Warranty work pursuant to this Agreement, that Work shall be warranted for an additional one-year period, not to exceed two years from the original date of completion of the Subcontract Work. Without limiting Contractor’s other available remedies, Subcontractor shall re-perform any defective Subcontract Work at Subcontractor’s sole expense during such one-year period within five (5) days after receipt of notice from Contractor. Subcontractor shall be solely responsible for its acts and omissions and for the acts and omissions of its agents, employees, and subcontractors. Unless otherwise agreed by the parties, Subcontractor shall be solely liable for all expenses including labor, material, and any other expenses in connection with the performance of its Subcontract Work. Subcontractor shall assume all duties under this Contract as an independent Subcontractor and shall not be deemed for any purpose to be an agent, servant, or representative of Contractor. Contractor shall have no direct control of Subcontractor, or its agents, employees, or subcontractors in the performance of the Subcontract Work hereunder. Nothing contained herein shall be construed to be inconsistent with such independent Subcontractor relationship.
6. **LIABILITY AND INDEMNITY**: **Subcontractor agrees to and hereby does release, defend, indemnify, and hold harmless Owner, Contractor, its parent, any subsidiary, and affiliated companies, and their directors, officers, principals, members, shareholders, employees, agents, trustees, and representatives of each, and the successors and assigns of any of the preceding (“Contractor Group”) from and against all claims, demands, causes of action, damages, losses and expenses (Including reasonable attorneys’ fees, expert fees and litigation costs) of every kind and character for bodily injury, illness or death and for all loss, damage and destruction of property, violation of governmental laws, regulations, or orders (collectively “Claims”) to the extent caused by, or arising out of, Subcontractor’s negligence, strict liability, wrongful acts or omissions, in the performance or nonperformance of the Subcontract Work as defined by this Contract or the breach thereof. Specifically, applicable only to the provision of the Subcontract Work as defined by this Contract, Subcontractor’s release, defense, indemnity, and hold harmless obligations shall be construed in accordance with and enforceable to the maximum extent permitted by law, and if any portion of this clause should be deemed to be legally unenforceable, this clause shall be deemed amended to provide for Subcontractor’s obligations hereunder to be the maximum obligations allowable under applicable law, and the remaining portions shall be enforced to the maximum extent allowed by applicable law. Contractor shall have the right, at its option and at its own expense, to participate in the defense of each such claim without relieving Subcontractor of any obligations hereunder. Contractor reserves the right to retain sufficient funds otherwise owed to Subcontractor as payment to cover and enforce this obligation.**
7. **INSURANCE**: Without limiting Subcontractor’s liability in any way, Subcontractor shall maintain during the performance of the Subcontract Work, and for an appropriate period of time after performing the work for tail coverage in the event Subcontractor’s coverage is claims made coverage, the following insurance: (i) Worker’s Compensation and Employers’ Liability Insurance as required by applicable law; (ii) Automobile Liability not less than $1,000,000, (iii) Bodily Injury not less than $1,000,000, (iv) Property Damage and Completed Operations not less than $1,000,000 and (v) Contractual Liability and Pollution and Indemnity Coverage not less than $1,000,000. The above insurance shall provide that Contractor shall receive thirty (30) days written notice prior to the cancellation or material change of the insurance. The insurance required to be provided by Subcontractor under this Contract shall at all times be deemed to be primary to any insurance coverage purchased and maintained by Contractor. All Certificates of Insurance specified in item (i) shall contain a waiver of subrogation against Contractor and Owner. The insurance specified in items (ii), (iii), (iv) and (v) shall name Contractor and Owner as additional insureds and waive subrogation against Contractor with respect to the Subcontract Work performed under this Contract. Before commencing the Subcontract Work, Subcontractor shall provide Contractor with evidence of the above insurance.
8. **STATUTORY EMPLOYER** In all cases where Subcontractor’s employees are covered by the Louisiana Workers’ Compensation Law, La. R.S. 23:1021 et seq., Contractor and Subcontractor agree that the work and operations performed by Subcontractor and its employees pursuant to this Agreement or Service-Order are an integral part of and are essential to the ability of Contractor to generate Contractor’s goods, products and services, and that Subcontractor’s work and services shall be considered part of Contractor’s trade, business, and occupation, for purposes of La. R.S. 23:1061(A)(1). Furthermore, Contractor and Subcontractor agree that Contractor is the principal or statutory employer of Subcontractor’s employees for purposes of La. R.S. 23:1061(A) only. Irrespective of Contractor’s status either as the principal or statutory employer or as the special employer (as defined in La. R.S. 23:1031[C]) of Subcontractor’s employees, and regardless of any other relationship or alleged relationship between Contractor and Subcontractor’s employees, Subcontractor shall be and remain at all times primarily responsible for the payment of Louisiana workers’ compensation benefits to such employees, and shall not be entitled to seek contribution for any such payments from Contractor.
9. **INSPECTION OF PREMISES**: Subcontractor acknowledges that it has familiarized itself, or will have familiarized itself, with the condition of the Owner’s facilities and equipment upon which the Subcontract Work covered by this Contract is to be performed prior to beginning such Subcontract Work, and that Subcontractor accepts such facilities and equipment **“AS IS, WHERE IS”** for such Subcontract Work. Subcontractor further represents that it knows the location of the Subcontract Worksite, the areas to which it will be assigned, and the difficulties, which can in any way affect execution or safety of the Subcontract Work.
10. **USE OF PREMISES**: Subcontractor shall perform all Subcontract Work hereunder in such a manner as to cause a minimum of interference with Owner’s and Contractor’s operations and the operations of other Subcontractors on Owner’s premises. Subcontractor shall take all safety precautions and follow all Owner’s and Contractor’s safety and operating rules while on Owner’s premises. Subcontractor shall keep Owner’s premises in a clean and orderly condition. Upon completion of the Subcontract Work, Subcontractor shall promptly restore the premises to its original condition and leave said premises clean and free of all tools, equipment, waste materials, and rubbish.
11. **PAYMENT OF BILLS AND LIENS**: Subcontractor shall pay promptly all indebtedness for labor, materials, tools, and equipment used in the performance of this Contract. If any lien shall be attached to premises of Owner or Contractor as a result of the Subcontract Work hereunder performed, or in any way related to the activities of Subcontractor, Subcontractor shall promptly procure its release and hold Contractor and Owner harmless from all loss, cost, damage, or expense, including reasonable attorneys’ fees, incidental thereto. Subcontractor hereby authorizes Contractor to withhold any payments due to Subcontractor and pay any such liens. To the extent permitted by law, Subcontractor waives and hereby releases Contractor, Owner, and the premises of Contractor and Owner from all liens accrued or accruing to it whatsoever and authorizes Contractor to withhold payment due Subcontractor for the applicable statutory period to pay any liens arising from the Subcontract Work covered by this Contract.
12. **TAXES**: Subcontractor shall accept sole liability for, and pay, all taxes, assessments, licenses and fees (including interest and penalties, if any) levied, assessed, or imposed on account of the performance of the Subcontract Work under this Contract under any federal, state or local law or laws. When required to do so by law, Contractor shall have the right to withhold taxes, and pay such taxes, or to delay payment to Subcontractor, up to the amount of the tax, in those cases where Contractor is required to obtain verification that the Subcontractor has satisfied its tax liability before Contractor may make final payment to the Subcontractor. Subcontractor hereby accepts exclusive liability for any and all taxes, including the unemployment taxes, Federal Insurance Contributions Act Taxes and all state taxes relating to unemployment compensation laws as well as all interest and penalties provided for in such laws, or in any similar laws which may hereafter be enacted, with respect to the wages and salaries paid to Subcontractor’s employees for services rendered in connection with this Contract.
13. **PATENTS**: Subcontractor agrees to defend, protect, indemnify, and save harmless Contractor and Owner from and against all claims, suits, judgments, court costs, attorneys’ fees, and other liabilities, demands, or losses in any manner arising out of infringement or alleged infringement of any patent related to the performance of Subcontract Work by Subcontractor hereunder or because of the possession, use, or sale of any structure, apparatus, material, or other thing, whether tangible, or intangible, furnished or utilized by Subcontractor hereunder.
14. **AUDIT**: Except for any lump sum contracts, Contractor may, upon its request, audit all records of Subcontractor and any subcontractor relating to Subcontract Work performed hereunder; provided however, Subcontractor shall have the right to exclude any trade secrets, formulas, or processes from such inspection. Subcontractor further agrees to maintain its books and records relating to Subcontract Work performed hereunder for a period of three (3) years from the date such Subcontract Work is completed, and to make such books and records available to Contractor at all reasonable times within the three (3) year period.
15. **ASSIGNMENT AND SUBCONTRACTORS**: Subcontractor may not assign this Agreement, in whole or in part, to any third party without the prior written consent of Contractor and Owner. Notwithstanding the above, unless the Parties agree otherwise, Subcontractor may hire subcontractors to perform the Subcontract Work, but Subcontractor shall be solely responsible for payment of such subcontractors as well as for the actions of such subcontractor as if Subcontractor itself was performing the Work. Subcontractor shall provide Contractor with adequate advance notice of the identity of each subcontractor to be hired to perform Subcontract Work and the particular Subcontract Work to be performed, as well as any other information reasonably required or requested by Contractor with respect to such subcontractors. Contractor shall have the right to approve or reject subcontractors, and may reject any subcontractor with or without cause at any time. Subcontractor shall not employ or continue to employ any subcontractor rejected by Contractor to perform any Subcontract Work hereunder.
16. **DISPUTES**: In the event of a Dispute between the Parties, within five (5) days of receipt of Notice of Dispute, unless another time as is mutually agreed, the executive management of both Parties will confer and undertake to resolve the Dispute between themselves. If the Dispute remains unresolved more than twenty (20) days after receipt of Notice of Dispute, upon request of either Party, such Dispute shall be decided by final and binding arbitration pursuant to this Section 16. Any arbitration held under this Agreement shall be held in Lake Charles, Louisiana, unless otherwise agreed by the Parties, and shall be administered by the American Arbitration Association (“AAA”). The number of arbitrators required for the arbitration hearing shall be one (1). The arbitrator shall determine the rights and obligations of the Parties according to the substantive laws of the state of Louisiana, excluding its conflict of law principles, as would a court for the state of Louisiana; provided, however, the law applicable to the validity of the arbitration clause, the conduct of the arbitration, including resort to a court for provisional remedies, the enforcement of any award and any other question of arbitration law or procedure shall be the Federal Arbitration Act, 9 U.S.C.A. § 2. Issues concerning the arbitrability of a matter in dispute shall be decided by the arbitrator. If the arbitrator is prohibited from deciding, such determination shall be made by a court in Calcasieu Parish, Lake Charles, Louisiana. The arbitration award shall be final and binding, in writing, signed by the arbitrator, and shall state the reasons upon which the award thereof is based. The Parties agree that judgment on the arbitration award may be entered by any court having jurisdiction thereof. The non-prevailing party shall be assessed with the costs and reasonable attorneys’ fees of the prevailing party.
17. **CONFLICT OF INTEREST**: Subcontractor warrants that it has given no commissions, payments, gifts or lavish entertainment, or items of value to any employee of Contractor in connection with this Contract and acknowledges that the giving of any such payments, gifts, entertainment, or other things of value is strictly in violation of Contractor’s corporate policy and may result in the cancellation or termination for cause of this and future contracts. If an employee of Contractor should solicit a gift or gratuity from Subcontractor or one of its subcontractors, Subcontractor agrees to notify an officer of Contractor of such act.
18. **COMPLIANCE WITH LAWS:** All Subcontract Work performed and/or goods supplied under this Contract shall be performed or furnished in full and complete compliance with all applicable federal, state, and local laws and regulations including without limitation: Executive Order 11246, the Equal Opportunity Clause prescribed in 41 C.F.R. 60-1.4 (race, color, religion, sex and national origin); 41 C.F.R. 60-1.8 (non-segregated facilities); 41 C.F.R. 60-1.40 (establishment of a written affirmative action plan); the Affirmative Action Clause prescribed in 41 C.F.R. 60-250.5 (veterans); the Affirmative Action Clause prescribed in 41 C.F.R. 60-741.5 (handicapped Subcontract Workers); 48 C.F.R. Chapter 1 Subpart 19.7 (Small Business and Small Disadvantaged Business Concerns); Executive Order 12138 (women-owned businesses); and, the Fair Labor Standards Act. Subcontractor agrees that the contract clauses identified above are herein incorporated by reference to the extent they are required by law to be so incorporated.
19. **SAFETY PROVISION**: Subcontractor shall abide by any and all of Owner’s and Contractor’s safety and health rules. All Subcontract Work performed hereunder shall fully comply with all lawful governmental safety and health requirements, Subcontractor shall provide Contractor a detailed written incident report within twenty-four (24) hours of all accidents or occurrences involving personal injury to Subcontractor, its employees or third parties and all property damage to third parties, and shall furnish Contractor with a copy of all reports made by the Subcontractor to Subcontractor’s insurers, governmental entities or to others regarding such accidents or occurrences. Any equipment provided by Contractor to Subcontractor for the benefit of Subcontractor’s employees or those of its subcontractors shall be at the sole risk and liability of Subcontractor to ensure that such equipment is fit for the use intended and is in proper working order. Subcontractor agrees to defend, indemnify and save harmless Contractor from any and all claims of Subcontractor, subcontractors, and any of their employees or any third parties arising out of the use of any equipment furnished by Contractor or advice given by Contractor relating to such equipment to the fullest extent allowed by law, it being understood that Contractor shall not be liable under law, contract, strict liability or otherwise.
20. **SUBSTANCE ABUSE, WEAPONS AND FIREARMS**: Subcontractor shall maintain a drug and alcohol free work force at all times while on Contractor’s or Owner’s premises. Subcontractor shall not allow and shall take all steps reasonably necessary to prevent the possession of any unauthorized, prohibited, illegal, or controlled substance, illegal weapons or firearms by any of its employees on the Contractor’s or Owner’s premises.
21. **RIGHT OF TERMINATION**: Without limitation or waiver of any of Contractor’s rights elsewhere set forth in this Contract, Contractor reserves the right, with or without cause, to stop the Subcontract Work of Subcontractor and/or its subcontractors at any time, and in addition thereto to immediately terminate this Contract without liability, except to pay pro rata for Subcontract Work already properly without any extra costs to Contractor for dismantling or removal charges, lost profits, or to terminate this Contract in its entirety prior to the commencement of any Subcontract Work hereunder without liability except for any actual expenses reasonably incurred in preparation specifically for Subcontract Work under this Contract. In the event of termination due to termination by Owner, Contractor’s liability to Subcontractor shall be limited to the extent of Contractor’s recovery from Owner on Subcontractor’s behalf, except as otherwise provided in this Subcontract. Contractor agrees to cooperate with Subcontractor, at Subcontractor’s expense, in the prosecution of any Subcontractor claim arising out of the Owner termination, and to permit Subcontractor to prosecute the claim, in the name of the Contractor for the use and benefit of Subcontractor, or assign the claim to Subcontractor.
22. **FORCE MAJEURE**: Neither Party shall be liable for delays caused by unforeseen conditions beyond such Party’s reasonable control, including, but not limited to acts of God, acts of the public enemy, war, hostilities, invasion, insurrection, riot, civil disturbance, volcanoes, earthquakes, tidal waves, tsunamis and similar geologic events and the effects thereof, catastrophic storms or floods, extraordinary weather, tornadoes, or hurricanes; mandatory evacuations; government orders, epidemic or pandemic; explosion or fire; strikes or lockouts or other industrial stoppages; acts of third parties, terrorism, vandalism or sabotage, provided notice thereof is given to the other Party as soon as practicable, but no later than forty-eight (48) hours after the start of the event causing the delay, unless the event itself prevents such Party from doing so. All such conditions preventing performance shall be remedied as soon as possible, except that the settlement of strikes shall be at the discretion of the Party so affected. Contractor reserves the right to terminate this Contract should such delays, in Contractor’s sole judgment adversely affect Contractor, time being of the essence to this Contract.
23. **NOTICE**: All notices required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered in person, nationally recognized courier, or when deposited with the United States Postal Service, registered or certified mail, return receipt requested, postage prepaid, addressed to Contractor or Subcontractor as the case may be as set forth above. Email Notice may be given if a copy is also provided by one of the above methods within three (3) business days.
24. **WAIVER OF CONSQUENTIAL DAMAGES:** Except for a Party’s obligation to indemnify the other Party pursuant to Section 6 in respect of third-party claims, in no event, whether based on contract, warranty, tort (including, as the case may be, a Party’s own negligence) strict liability or otherwise, shall Contractor, Owner or their affiliates be liable to Subcontractor, or its subcontractors, suppliers or affiliates for special, incidental, exemplary, indirect or consequential damages including loss of profits or revenue, loss of use of equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, or any other such damages, and Subcontractor shall indemnify Contractor and its Affiliates against any such claims.
25. **NON-WAIVER**: Waiver of any breach or failure to enforce any of the terms or conditions of this Contract at any time shall not limit or waive either Party’s rights thereafter to enforce or compel strict compliance with every term and condition of this Contract.
26. **CONSTRUCTION**: In the event of any ambiguity in any of the terms of this Contract, including any exhibits hereto, such ambiguity shall not be construed for or against a party on the basis that the party did or did not author the same. In the event any provision of a proposal or quote provided by Subcontractor is inconsistent with the terms of this Agreement, this Agreement shall control. In the event any provision of this Contract is inconsistent with any applicable law, rule, or court order, said provision shall be deemed modified to comply with such law, rule or court order and as so modified, this Contract shall remain in full force and effect. Whenever the terms “include,” “includes” and “including” are used herein in connection with a listing of items, such listing shall be interpreted to be illustrative only, and shall not be interpreted as a limitation on or exclusive listing of the items included within the reference. Performance of any part of the work hereunder constitutes acceptance of all terms and conditions of this Order regardless of whether or not Contractor has acknowledged it.
27. **CONFIDENTIALITY**: This Contract, the Subcontract Work to be performed, drawings, designs, specifications and price shall be deemed confidential and shall not be revealed by Subcontractor to any third party not necessary for the completion of the Subcontract Work unless permission is first obtained in writing from Contractor and Owner for a period of three (3) years after the date of this Agreement. Such confidential information does not include information which: (a) was already in possession of Subcontractor prior to its receipt from Contractor without restriction on its use or disclosure; (b) is or becomes available to the general public through no act or fault of Subcontractor or a subcontractor of Subcontractor; (c) is rightfully disclosed to Subcontractor by a third party not known to be bound by this Agreement without restriction on its use or disclosure; (d) is independently created for or on behalf of Subcontractor without use of or access to Contractor’s confidential information; or (e) is in response to a valid order by a court or other governmental body, but with prompt notice to Contractor of such order, was otherwise required by law, or was necessary to establish the rights of either party under this Agreement.

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| *(Signature) Authorized Representative* | *Date* |  |
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| *(Print) Name and Title* |  |

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| **Polaris EPC, Inc.** |
|  |  |  |
| *(Signature)* |  | *Date* |
| Robin Austin, CFO  |
| *Name and Title* |