

INNOPHOS CANADA INC.

GENERAL TERMS AND CONDITIONS FOR CONTRACTORS

1. CONTRACTUAL RELATIONSHIP

Contractor represents that it is fully experienced and properly qualified and licensed as necessary to perform the work provided for in this contract (“Work”) and that it shall perform all such Work in a good and workmanlike manner and in accordance with the best standards of practice.

Contractor warrants that it is and shall operate as an independent contractor and not as an agent of **Innophos Canada Inc.** (hereinafter referred to as “Company”).

Contractor is not authorized to enter into any commitments or obligations on behalf of the Company. Contractor is responsible for all matters concerning its employees.

2. CONDUCT OF THE WORK

Contractor will comply with any and all laws, ordinances, rules and regulations of any and all governmental authorities bearing on the conduct of the Work. If Contractor performs any Work contrary to such laws, ordinances, rules or regulations, it shall assume full responsibility therefor and shall indemnify, defend and save harmless the Company, from and against any liabilities, expenses, fines, penalties or losses resulting therefrom, and all additional costs attributable to any necessary changes or corrective measures required shall be solely for Contractor’s own account.

Contractor shall comply with the safety rules, regulations and accident prevention programs which are in effect at the Company plant property where Contractor’s services are to be performed and which may otherwise be promulgated by the Company plant manager for the safe and orderly conduct of said services. Failure to observe and strictly abide by said rules, regulations and accident prevention programs shall be deemed cause for the immediate termination, without penalty, of Contractor’s services under this contract.

3. PROTECTION OF EQUIPMENT AND THE FACILITY

Contractor shall continuously maintain protection of the Work while in progress including all materials, tools and equipment delivered to the job site in connection therewith. Contractor shall be responsible for all work or materials furnished by it until final written acceptance of the Work by Owner. Contractor shall be responsible for all loss or damage to its tools, equipment and supplies.

4. WARRANTY

Contractor will perform the work in strict accordance with the company’s purchase order and this contract in a good and workmanlike manner and in conformity with the best standards of practice. All materials to be supplied hereunder shall be new and first grade and fit for the purpose intended. Contractor, at its expense, will promptly replace or repair any materials or equipment which do not comply with the requirements hereof.

5. CONFIDENTIAL INFORMATION

Contractor will treat as confidential all information relating to secret processes, products, compositions, machinery, apparatus and trade secrets of the Company, or relating to the Work, the job site, the Company's operations at the job site and the general business affairs of the Company which Contractor may observe or which may be disclosed to it by the Company as a result of or in the course of the Work hereunder. Contractor will not use any such information except to perform the contract and will not divulge any of said information to any other party, for any reason or at any time, except with the prior written consent of the Company.

Contractor will not disclose information contained in the contract documents to third parties or use same for any purpose other than performance of the Work hereunder without the prior written consent of the Company.

Contractor shall not release for publication, advertising or any other purpose information concerning the Company's activities and properties, particularly as related to, but not limited to, the Work and the job site without the prior written consent of the Company.

6. SUBCONTRACTS

Contractor will obtain the Company's prior written approval before subcontracting any portion of the Work. No such approval shall relieve Contractor from any of its obligations under this contract and Contractor shall continue to be primarily responsible to the Company for all of the Work, whether or not subcontracted by it. Contractor agrees to bind each of its permitted subcontractors to the provisions of this contract. Contractor shall pay all subcontractors any amounts owing to them when due. In the event of registration of a construction lien or similar charge on title to the Company's property, Contractor shall arrange for the discharge of same within 10 days after such discharge is requested by the company.

7. INDEMNIFICATION

- A. Contractor agrees to indemnify, hold harmless and defend the Company (including officers, directors, employees and agents of the Company) from and against any and all loss, damage, expense (including legal fees) claims, suits and liabilities based upon damage to, or destruction of, any property or injury to any person (including death) arising out of or attributable to the performance or non-performance by Contractor hereunder (including, but not limited to, Contractor's employees, subcontractors or agents), except to the extent such injuries or damages are caused by the gross negligence or wilful misconduct of the Company.
- B. In the event that employees of the Company, or any tools, equipment, improvements or other property on or about the Company's facilities are used by Contractor or any of its subcontractors, irrespective of who pays said employees and regardless of whether a rental or other consideration is paid for the use of said tools, equipment, improvements or other property, Contractor agrees to indemnify, defend and save the Company (including officers, directors, employees and agents of the Company) from and against any and all losses, damages, expenses (including legal fees), claims, suits and liabilities arising out of or incident or pertaining to the receipt, custody and/or use of said employees tools,

equipment, improvements or other property of the Company except to the extent such injuries or damages are caused by the gross negligence or wilful misconduct of the Company.

8. INSURANCE

Prior to commencement of work on Company's property, Contractor will furnish to the Company insurance certificate(s) evidencing that it maintains, in companies acceptable to the Company, the following coverages and naming Company as an additional insured.

- A. Employer's Liability, with minimum limits of \$2,000,000 each injury/occupational disease.
- B. Comprehensive General Liability: with Products Liability, Completed Operations, Contractual, Independent Contractors and Protective Liability, with minimum limits of \$5,000,000 combined single limit, each occurrence, for any one occurrence with respect to bodily injury and property damage.
- C. Comprehensive Automobile Liability covering all owned, leased, and non-owned vehicles used in connection with the work hereunder with minimum limits of \$2,000,000 combined single limit, each occurrence personal injury and property damage.

Certificate(s) shall specify policy expiration date(s) and shall further provide for thirty (30) days prior notification to the Company of cancellation or material change in coverage and renewal certificates shall be in the Company's possession prior to expiration dates of all policies noted therein. Contractor shall require and be responsible for similar coverage being in force for any of its subcontractors.

9. TERMINATION

Company may terminate this contract in whole or in part at any time, for any reason, or for no reason, upon prior written notice to Contractor. If termination is due to breach of this contract and the purchase order, termination may be immediate and the Company shall have no liability whatsoever to Contractor. Upon termination, Contractor shall remove all its personnel, subcontractors and equipment from the job site no later than the effective date of termination. Contractor agrees that compliance by Company with the provisions of this Section will be in full settlement of all claims of any character whatsoever which Contractor may have against Company arising out of or resulting from the contract or the performance of the Work.

10. AMENDMENTS AND MODIFICATIONS

No amendment, supplement, additional or modification of the contract shall be effective or binding on Company unless made in writing, dated, acknowledged as an amendment to the contract and signed by the Company.

11. HOLDBACK

Company shall be entitled to hold back from each invoice received from Contractor the amount of 10% of the invoice price (excluding taxes) for a period of 30 days from completion of the Work to permit Company to be satisfied that (i) the Work is in accordance with Company's specifications and purchase order; and (ii) this contract has been complied with by Contractor. If the Company is so satisfied, the balance owing to Contractor shall be paid forthwith following such 30-day period.

12. ENGLISH LANGUAGE

The parties hereto desire that this contract and all documents and notices related thereto be written in English. *Les parties ont expressément exigé que ce contrat ainsi que tous documents et avis émis en vertu de celui-ci ou s'y rattachant soient en anglais.*