

## 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 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 Inc.** (hereinafter referred to as "Company").

### 2. INDEMNIFICATION

A. Contractor agrees to indemnify, defend and save the Company (including officers, directors, employees and agents of the Company) harmless from and against any and all losses, damages, expenses (including attorney's fees) claims, suits and liabilities based upon damages to, or destruction of, any property or injury to any person (including death) arising out of or attributable to the performance or nonperformance by Contractor hereunder (including, but not limited to, Contractor's employees, subcontractors or agents); including injuries or damages caused in part by the negligence of the Company, except for such injuries or damages which are caused solely by the negligence 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 attorney's fees) claims, suits and liabilities arising out of incident or pertaining to the receipt, custody and/or use of said employees, tools, equipment, improvements or other property of the Company, including injuries or damages caused in whole or in part by the negligence of the Company.

### 3. INSURANCE

Prior to commencement of work on the company's property, Contractor shall furnish to the Company insurance certificates evidencing that it maintains, in companies acceptable to the Company, the following coverages:

A. Worker's Compensation, with minimum statutory limits, Employer's Liability, with minimum limits of \$2,000,000 each injury/occupational disease.

B. Comprehensive General Liability: Products/Completed Operations, Contractual, and Independent Contractors, with minimum limits of \$5,000,000 each occurrence, combined single limit, Personal Injury and Property Damage.

C. Comprehensive Automobile Liability, with minimum limits of \$2,000,000 combined single limit, each occurrence, Personal Injury and Property Damage.

Insurance certificates shall recite and insure (specifically, or by noting that "Blanket Contractual" provisions are included in the policy) the indemnification provisions contained in Article 2 above.

Certificates(s) shall specify policy expiration date(s) and shall further provide for 10 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.

If required by the Company, the Worker's compensation and Employer's Liability Certificate of Insurance shall be endorsed to include coverage under the Longshoremen's and Harbor Workers' Federal Compensation Act and/or the Jones Act.

#### 4. CONDUCT OF THE WORK

Contractor shall comply with any and all laws, ordinances, rules and regulations of any and all governmental authorities bearing on the conduct of the work, including, but not limited to, the Occupational Safety & Health Act of 1970, as amended, and the Fair Labor Standards Act of 1938, as amended, and Executive Order 11246, as amended (including Equal Opportunity and Nondiscrimination provisions thereof). If Contractor performs any work contrary to such laws, ordinances, rules or regulations, it shall assume full responsibility therefor and shall indemnify 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 company's immediate cancellation, without penalty, of Contractor's services under this contract.

#### 5. CONFIDENTIAL INFORMATION

Contractor shall treat as confidential all information relating to secret processes, products, compositions, machinery, apparatus or trade secrets of the Company, or relating to the work, the job site, the Company's operations at the job site or 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 the work hereunder. Contractor shall not use any such information except to perform the contract and shall not divulge said information to others, for any reason or at any time, except with the prior written consent of the Company.

Contractor shall not disclose information contained in the contract documents to third parties or use same for any purpose other than performance of the work 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. SUBCONTRACTORS

Contractor shall obtain the Company's prior 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 portions of the work, whether or not subcontracted by it. Contractor agrees to bind each of its subcontractors to the provisions of these GENERAL TERMS AND CONDITIONS FOR CONTRACTORS.

#### 7. PRECEDENCE OF TERMS AND CONDITIONS

The terms and conditions of the Company's Purchase Order shall supplement the General Terms And Conditions For Contractors; however, in the event of any conflict between the terms and conditions of the Company's Purchase Order with the General Terms And Conditions For Contractors, the General Terms And Conditions For Contractors shall take precedence over the terms and conditions of the Company's Purchase Order.

4/22/04