

ATTACHMENT C
TECHNICAL ASSISTANCE AGREEMENT (BURNERS AND FLARES)

Purchase Order/Contract Number: _____
Purchase Order/Contract Date: _____
Is work tax exempt: Yes or No - If yes, tax exempt number: _____

Scheduled Starting Date of Services: _____
Scheduled Completion Date of Services: _____

"COMPANY": _____
Address: _____
Billing Address: _____
Work Site Address: _____
Point of Contact: _____
Phone: _____
FAX: _____
E-mail: _____

"CONTRACTOR":
John Zink Company, LLC
11920 East Apache, Tulsa, Oklahoma 74116
Point of Contact: _____
Phone: _____
FAX: _____
E-mail: _____
Service Required: _____
Equipment S.O. No.: _____

CALCULATION AND PAYMENT OF CHARGES

Standard rate for normal work day: \$1,200.00 per person per full work day or fraction thereof. Overtime rates for normal work day: \$225.00 per person per hour. Weekend or holiday rate: \$1,800.00 per person per full work day or fraction thereof. Overtime rates for weekend or holidays: \$340.00 per person per hour. Travel and living expenses shall be paid at cost plus 15% in addition to the above rates. Payments shall be made on a portal to portal basis. Travel outside the contiguous United States shall be business class. These rates are valid for thirty days from date of initial dispatch of service personnel and thereafter may be changed by Contractor with one (1) week advance written notice. These rates do not include any taxes, other than Contractor's contributions or taxes for unemployment insurance, old age retirement benefits, pensions and annuities, now or hereafter imposed by the United States or any state or political subdivision thereof. To the extent allowed by applicable law, the Company shall be responsible for all other taxes and charges and filing and payment thereof. Payment of invoices shall be made net 30 days after submittal of the invoice. Documents supporting the invoices shall be furnished upon request. Payments due hereunder are not subject to any off-sets with any other contract. If, at the request of the Company, the service personnel are required to remain in excess of five (5) days beyond the original schedule, Contractor may, at its option, replace the service personnel with service personnel of like qualification and all costs associated with such replacement shall be to the account of the Company.

WORKING HOURS

The normal working hours, consisting of work and travel time, shall be from 8:00 A.M. to 5:00 P.M. with one (1) hour for lunch and such additional work breaks as may be required by applicable law. Normal work days shall be Monday through Friday, except holidays recognized by Contractor. Overtime shall consist of work and travel time in excess of normal working hours. Travel time shall include both assignment travel and commuting travel.

SERVICES PROVIDED

The sole function of the Contractor's service personnel shall be to provide the technical advice and assistance expressly stated above. All services performed by the Contractor are expressly limited and conditioned upon the Company's acceptance of this Technical Assistance Agreement and the terms stated therein and any provision or differing terms proposed by Company shall be void and of no effect, unless accepted in writing by Contractor. No change to this Agreement shall be valid unless in writing, signed by the Company and Contractor. If this Agreement is incorporated into the purchase order or other agreement issued by the Company, which shall only be done with the approval of the Contractor, the terms of this Agreement shall take precedence over all conflicting terms stated in such other documents.

THE SERVICES PROVIDED BY THE CONTRACTOR HEREUNDER DO NOT SERVE TO MODIFY, WAIVE OR OTHERWISE LIMIT OR EXPAND THE TERMS OF THE CONTRACT WHICH APPLY TO THE SALE OF THE EQUIPMENT UPON WHICH SERVICES ARE TO BE PERFORMED BY THE CONTRACTOR.

In witness whereof, the parties to this Agreement have executed this Agreement effective as of the latest date stated below.

(Signature) _____
Company (print): _____
Name (print): _____
Title (print): _____
Date: _____

(Signature) _____
John Zink Company, LLC
Name (print): _____
Title (print): _____
Date: _____

ATTACHMENT C
TECHNICAL ASSISTANCE AGREEMENT (BURNERS AND FLARES)

1. RELATIONSHIP OF THE PARTIES. The parties hereto are independent contractors and neither the Contractor nor the Contractor's personnel are agents, servants or employees of the Company or its contractors or subcontractors. The Contractor shall notify the Company before proceeding with and upon completion of the services. At all times when Contractor's service personnel are present or performing services at the Company's work site, the Company shall provide an authorized representative to whom the Contractor's service personnel shall report and who shall be responsible for the safety of all persons and protection of all property in and adjacent to the work site. In providing the services hereunder, the Contractor assumes no right or duty to control or shut down the project or equipment or to control or direct the safety, operational, or maintenance procedures or methods utilized at the work site. Contractor assumes no responsibility for workmanship, productivity, technical qualification or training and qualification requirements of the personnel of the Company or others. Company shall provide emergency medical aid to Contractor's service personnel. Contractor shall reimburse Company for the cost of such aid.

2. ACCESS TO EQUIPMENT. Contractor shall have free access to the work site and the equipment.

3. EXCLUSIONS. Parts used shall be to the Company's account and shall be approved by the Company. Removed components shall be disposed of by, and decontamination shall be the responsibility of, the Company.

4. WARRANTY. All services shall be performed by Contractor in a workmanlike manner, consistent with U.S. industry practices. If, within three months of performance of the services, any services prove deficient, Contractor will correct the deficiency. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY STATED HEREIN. CONTRACTOR EXTENDS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. The Contractor shall not be responsible for goods and services furnished by the Company or others, or the costs thereof, without the Contractor's prior written agreement. Company's remedies under warranty are specifically limited to the correction of any deficient services performed by Contractor and are exclusive of all other remedies.

5. INSURANCE. Contractor shall maintain, and at Company's request shall provide Company with certificates evidencing, the following insurance coverage: (a) Statutory Workers' Compensation and Employer's Liability Insurance, with limits of \$500,000.00 per occurrence; (b) Commercial General Liability Insurance, with a combined single limit for bodily injury and property damage of \$1,000,000.00 per occurrence and in the aggregate; and (c) Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Contractor's certificate of insurance shall include insurers' statement that it shall endeavor to provide Company with 30 days prior written notice of reduction or cancellation of the policy. Contractor shall not be required to provide endorsements of additional insured or waiver or subrogation. Company shall maintain the risk of physical loss or damage to its property and the work site, including, but not limited to, materials, equipment and supplies being shipped to, entering into, forming part of, or intended to be incorporated into the property at or near the work site.

6. INDEMNITY. CONTRACTOR SHALL, AT ITS OWN COST AND EXPENSE AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAWS, SUBJECT TO THE LIMIT ON CONTRACTOR'S LIABILITY, DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY, ITS PARENT, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND THEIR SUCCESSORS AND ASSIGNS AGAINST ALL DAMAGES, LOSSES, COSTS, CLAIMS, STRICT LIABILITY CLAIMS, LIENS, ENCUMBRANCES, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES), AS AND TO THE EXTENT ARISING OUT OF OR RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR. COMPANY SHALL, AT ITS OWN COST AND EXPENSE AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAWS, SUBJECT TO THE LIMITS ON COMPANY'S LIABILITY, DEFEND, INDEMNIFY AND HOLD HARMLESS CONTRACTOR, ITS PARENT, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND THEIR SUCCESSORS AND ASSIGNS, AGAINST ALL DAMAGES, LOSSES, COSTS, CLAIMS, STRICT LIABILITY CLAIMS, LIENS, ENCUMBRANCES, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES), AS AND TO THE EXTENT ARISING OUT OF OR RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF COMPANY. ALL LIABILITY, LOSSES, DAMAGES, COSTS OR EXPENSES RESULTING FROM PERSONAL INJURY, INCLUDING DEATH, LOSS OF OR PHYSICAL DAMAGE TO PROPERTY, CAUSED BY THE JOINT OR CONCURRING ACTS OF COMPANY AND CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, SHALL BE BORNE BY COMPANY AND CONTRACTOR TO THE EXTENT EACH IS DETERMINED NEGLIGENT EITHER BY AGREEMENT OF THE PARTIES OR BY A COURT OF COMPETENT JURISDICTION. THE OBLIGATIONS OF THE PARTIES UNDER THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR OTHER TERMINATION OF THIS AGREEMENT.

7. LIMITATIONS OF LIABILITY. In no event, whether based on contract, indemnification, warranty, tort, or any other cause or combination of causes whatsoever, shall either party be liable to the other party or the other party's parent, affiliates, officers, directors, employees or agents, for loss of profit or special, incidental, indirect, or consequential damages. This limitation shall apply notwithstanding any failure of essential purpose of any limited remedy. Contractor's cumulative liability on all claims of any kind, whether based on contract, indemnification, warranty, tort, or any other cause or combination of causes whatsoever, shall in no event exceed the order price.

8. MISCELLANEOUS: (a) The Company's audit rights shall consist of Contractor making available for Company's examination, at Contractor's home offices, the directly relevant and pertinent time sheets. (b) This Agreement supersedes all previous agreements and understandings of the parties on this subject matter and constitutes the entire Agreement between the parties. (c) If any provision of this Agreement is held to be illegal or invalid for any reason by a court of competent jurisdiction, the remaining provisions hereof shall be unimpaired and the illegal or invalid provision shall be construed and applied so as to most closely effectuate its intent. (d) This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. The parties consent and will submit to the jurisdiction of the courts of, and of the federal courts seated in, the State of Oklahoma with respect to disputes relating to this Agreement.