

**SUNOCO RETAIL LLC
GENERAL TERMS AND CONDITIONS FOR
ENGINEERED EQUIPMENT PROCUREMENT**

Notwithstanding any acceptance, offer, proposal, quotation, acknowledgment or other writing executed by Seller and Sunoco containing additional or different terms and conditions, commencement of Work by Contractor or any other reasonable form of acceptance shall be deemed an acceptance of all terms hereof. Any additional or different terms and conditions proposed by Contractor shall be deemed rejected unless specifically accepted in writing by Sunoco. All reference to "Contractor" or "Supplier" shall mean Seller, and all references to "Sunoco", "Purchaser", or "Buyer" herein shall mean Sunoco Retail LLC, inclusive of all Sunoco parents, affiliates, subsidiaries, and assigns.

1. ENTIRE CONTRACT AND PURCHASE ORDERS

1.1. The shipment of the Equipment and/or the performance of any services (or the delivery of any deliverable arising therefrom) shall constitute acceptance by Seller of the terms and conditions contained in this Contract. Any terms contained in any invoice or other acknowledgement of this Contract by Seller or proposed at any time by Seller in any manner, written or oral, which add to, vary from, or conflict with the terms and conditions in this Contract are deemed to be material alterations, and notwithstanding any acceptance of the Equipment by Sunoco or other course of conduct, such terms shall be deemed to be objected to and rejected by Sunoco without need of further notice thereof and shall be of no effect or in any circumstances binding upon Sunoco unless expressly accepted by Sunoco in writing. Written acceptance or rejection by Sunoco of any particular additional term or condition shall not constitute an acceptance by Sunoco of any other additional term or condition.

2. SHIPPING

2.1. Seller shall ship the Equipment via the means of shipment specified in this Contract, or if none is specified, via a means of shipment that is appropriate for the type, volume and value of the Equipment, and taking into account the applicable delivery schedule. Seller shall comply, or cause its carrier to comply, with Sunoco's facility access requirements applicable to the facility where the Equipment shall be delivered.

2.2. Seller shall be responsible for appropriate packing, marking and protection of the Equipment and for proper loading, blocking, and covering to adequately assure safe transit to the destination. No charge will be allowed for packing, shipment or handling unless stated in this Contract.

2.3. If Sunoco is unable to accept delivery of the Equipment on any delivery date, Seller shall safely store the Equipment and Sunoco shall pay the reasonable cost of the storage.

3. TITLE TO EQUIPMENT AND RISK OF LOSS

Unless otherwise specified in this Contract, title to the Equipment shall pass to Sunoco upon payment thereof by Sunoco or upon delivery to Sunoco's facilities or other site designated by Sunoco, whichever occurs earlier. Unless otherwise specified in this Contract, risk of loss to the Equipment shall pass to Sunoco upon delivery of the Equipment to Sunoco's facilities.

4. TESTING, INSPECTION AND ACCEPTANCE

4.1. Seller shall be responsible for all activities affecting quality and schedule including those of its suppliers. Sunoco reserves the right to review and audit Seller's quality assurance and quality control procedures, and Seller's quality plan implementation.

4.2. Sunoco shall have the right to inspect the Equipment prior to final acceptance, and upon reasonable notice to Seller, observe testing of the Equipment during manufacture and/or before shipping of the Equipment and shall have the right to review any and all test records and reports relating to the Equipment that are maintained by Seller. Sunoco also shall have the right to conduct its own testing or inspection of the Equipment. Seller shall give Sunoco prompt notice of when testing by Seller is expected to be done and when the Equipment have reached the stage at which inspection or testing by Sunoco may be carried out. Inspection and approval by Sunoco at Seller's plant does not preclude rejection of the Equipment by Sunoco for defect upon discovery by subsequent inspection, or in any way limit or affect any of Seller's warranties given with respect to the Equipment.

4.3. Sunoco's payment for the Equipment shall not constitute inspection and acceptance of Equipment and shall not operate as a waiver of Sunoco's right to reject the Equipment.

5. INVOICING

5.1. As a condition to payment of the purchase price or any progress or installment payment thereof, Seller must comply with the invoicing procedures of Sunoco. Sunoco may withhold payment or return invoices to Seller without liability or loss of discount privileges if: (i) invoices do not conform to Sunoco's invoice procedures or contain errors; (ii) Sunoco has reason to believe that Seller will fail to deliver remaining shipments of the Equipment that conform with the

specifications, or will fail to deliver remaining shipments of the Equipment in accordance with the delivery schedule, and Seller fails, within three (3) days of Sunoco's written notice to provide reasonable assurances of its prompt and proper performance; (iii) any portion of the Equipment delivered to date have proved not to be in strict conformity with the requirements of this Contract and Seller has failed to cure the non-conformity; or (iv) there is an on-going breach by Seller of a material term of this Contract.

5.2. Seller's acceptance of final payment shall constitute a waiver by Seller of its claims relating to or arising from this Contract. Seller's right to claim for or recover any alleged underpayment by Sunoco shall be waived, unless the claim is made in writing and is received by Sunoco within 180 days after the end of the contract term and if no contract term, within 180 days after final acceptance by Sunoco of the Equipment.

6. GUARANTEES AND WARRANTIES

6.1. Seller warrants that the Equipment shall meet the performance or other guarantee(s) given by Seller in connection with the Equipment. If the Equipment or any part or portion thereof fails to meet a performance or other guarantee, Seller, at its sole cost and expense, shall remedy any defect or cause until such performance or other guarantee is fully satisfied.

6.2. Seller warrants that (1) it has good and merchantable title to the Equipment free and clear of any liens, restrictions, encumbrances or security interests; (2) the Equipment shall conform to the drawings, specifications and other descriptions agreed to by Sunoco; and (3) the Equipment is consistent with any samples, models or designs provided by Seller and agreed by Sunoco. Seller further warrants that the Equipment is of good and merchantable quality and suitable for its intended purpose, as evidenced in this Contract and in the drawings and specifications referred to herein, is free from any defects in design, materials or workmanship and will fulfill satisfactorily the operating conditions, if any, specified herein. Unless otherwise provided in this Contract, the "Warranty Period" shall be the period of one (1) year from the date of operational start-up of the Equipment but not to exceed eighteen (18) months from the date of final acceptance by Sunoco; provided that if there is a performance or other guarantee, the Warranty Period shall be the twelve month period following the successful performance in accordance with the performance or other guarantee. The foregoing warranties are in addition to any express warranty or services guarantee given by Seller to Sunoco or provided by law.

6.3. If, during the Warranty Period, the Equipment fails to conform to the requirements of this Contract, or is otherwise found to be defective excluding normal wear and tear of the Equipment, then, such non-conforming or defective Equipment shall, at Sunoco's option, be promptly repaired or replaced at Seller's sole cost and expense including, without limitation, the costs of removal, packing, transportation and reinstallation ("Warranty Work"). Seller shall bear the expense of making good all other property destroyed or damaged by its defective Equipment or as a result of the Warranty Work.

6.4. Within five (5) days after being notified in writing by Sunoco that the Equipment fails to conform to the requirements of this Contract or is found to be defective, Seller, with a workforce acceptable to Sunoco, shall commence, and thereafter complete as rapidly as reasonably possible, repair or replacement of the non-conforming or defective Equipment. Notwithstanding the foregoing, if in the sole discretion of Sunoco, the non-conforming or defective Equipment creates an immediate risk to person or property or the Equipment is critical to Sunoco's operations, Sunoco may undertake the Warranty Work and charge Seller for all reasonable costs associated with the Warranty Work. In no event, will any work undertaken by Sunoco pursuant to this Section limit, impair or void any performance or other guarantees or warranties provided by Seller.

6.5. Equipment repaired or replaced hereunder shall have the warranties herein provided for longer of (i) the remainder of the original warranty period or (ii) twelve (12) months from the date on which the repaired or replaced Equipment is accepted by Sunoco.

6.6. If applicable, Seller shall use commercially reasonable efforts to obtain customary warranties against defects in design, materials and workmanship from every manufacturer or supplier furnishing materials for the Equipment. All such warranties shall be assigned to the Sunoco. Such manufacturer's or supplier's

warranties shall in no way limit the Seller's obligations with respect to warranties hereunder, which the parties recognize to be independent, and on which Sunoco may fully rely.

6.7. The warranties set forth herein shall not affect or limit any of Sunoco's other rights or remedies provided by the Contract or applicable law and shall not be deemed to establish a period of limitation or prescription within which such other rights or remedies must be asserted.

7. NONDISCLOSURE AND OWNERSHIP

All plans, drawings, designs, processes and specifications supplied by Sunoco to Seller shall remain the sole and exclusive property of Sunoco, and any information derived therefrom or otherwise communicated to Seller, shall be regarded by Seller as strictly confidential and shall not be disclosed to any third party without the prior written consent of Sunoco. All drawings, field notes, specifications and other documents and materials, whether written or oral, developed by Seller in connection with this Contract shall be the property of Sunoco; provided, however that information developed by Seller prior to the commencement of performance of this Contract shall remain the property of Seller.

8. INTELLECTUAL PROPERTY RIGHTS

For purposes of this Section, "Intellectual Property Rights" shall mean and include any U.S. or foreign patent, copyright, trade secret, trademark or any other property or proprietary right of a third party. Seller represents and warrants that the Equipment, including any labels or trademarks affixed thereto by or on behalf of Seller, are free from any claim of a third party for infringement or misappropriation of any Intellectual Property Right and that neither the Equipment nor use thereof by Sunoco will infringe on any Intellectual Property Right. Seller shall (i) defend, at Seller's sole expense, indemnify and hold Sunoco harmless from any claim, suit, action or proceeding for alleged infringement or misappropriation of any Intellectual Property Rights associated with the Equipment, and (2) shall (a) procure for Sunoco the right to continue to use the Equipment; (b) replace the Equipment with an equivalent non-infringing equipment; or (c) with the prior written approval of Sunoco, remove the Equipment and refund all payments made by Sunoco for the Equipment. The indemnities set forth in this Section 8 shall include, without limitation, the obligation to pay and discharge any and all judgments, decrees, penalties and awards which may be rendered in any such suit, action or proceeding against Sunoco, its parents or their respective subsidiaries and affiliates and all court, arbitration and mediation, attorneys' fees and other out-of-pocket expenses incurred in connection with such claims, lawsuits, actions or proceedings.

9. TERMINATION

9.1. Sunoco may, upon five (5) days' written notice to Seller, for its convenience terminate further performance of all or any separable part of this Contract. After receiving a notice of termination, Seller shall place no further orders for material or equipment and issue no further subcontracts, shall stop work on the date given in the notice and shall preserve and protect materials on hand purchased for or committed to this Contract pending Sunoco's instructions. Seller shall consult with Sunoco regarding the disposition of existing orders and subcontracts, and use its best efforts to terminate them on terms favorable to Sunoco. If Sunoco terminates this Contract for convenience, Seller shall receive, as its sole and exclusive remedy, payment for the materials ordered and Equipment supplied up to the date of the termination or the progress payments due as of the date of termination based on that portion of the work satisfactorily performed to the date of termination. Seller shall not be entitled to recover any loss of prospective profits, contribution to overhead or incidental, consequential or other damages as result of the termination of this Contract.

9.2. If any proceeding is instituted against Seller seeking to adjudicate Seller as a bankrupt or insolvent, or if Seller makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the insolvency of Seller, or if Seller files a petition seeking to take advantage of any law relating to bankruptcy, insolvency reorganization, winding up, or composition or readjustment of debts and, in the case of any such proceeding instituted against Seller but not by Seller, such proceeding is not dismissed within 60 days after such filing, then, without prejudice to any other rights or remedies available under this Contract or at law or in equity, Sunoco may terminate for cause Seller's right to perform all or any part of the work under this Contract. Notwithstanding the foregoing, if an order for relief under Chapter 11 of the Bankruptcy Code is entered with respect to Seller during the term of the Contract, Seller acknowledges and agrees that it will, subject to Bankruptcy Court approval, formally assume or reject, subject to the requirements of 11 U.S.C. §365, this Contract within seven (7) days of delivery of notice for such action by Sunoco. If Seller fails to timely move for approval or rejection of this Contract, it acknowledges and agrees that (1) it will not contest or in any way otherwise take any action to oppose such a motion filed by Sunoco or the lifting of the automatic stay of 11 U.S.C. §362 to permit Sunoco to enforce its rights under the Contract (the "Lift Stay Order"); (2) it waives all rights it may

have under 11 U.S.C. §362(f); (3) it hereby consents to the ex-parte entry of the Lift Stay Order pursuant to 11 U.S.C. §362(f); and (4) at the option of Sunoco, it agrees that it will execute an agreed Lift Stay Order on forty-eight (48) hours' notice. Each party acknowledges and represents to each other and agrees that (1) each is familiar with this Contract and the importance of completing this Contract on time and within its terms and (2) based upon such familiarity, it is critical to performance of the Contract that Sunoco have prompt and immediate access to its contractual remedies under this Contract in the event of a default hereunder by Seller.

9.3. Seller shall be in default of its obligations under this Contract (i) upon the occurrence of any event set forth in Section 9.2., or (ii) Seller refuses or fails to: (a) provide the Equipment in accordance with the requirements of this Contract; (b) dedicate sufficient properly skilled personnel for the fabrication of the Equipment; (c) achieve substantial completion or final completion of the work on the Equipment on or before the applicable milestone dates; (d) provide adequate assurance satisfactory to Sunoco of Seller's present and future ability to perform its obligations under this Contract when due; or (iii) if Seller otherwise is in material default of its obligations under this Contract. If such refusal, failure, or default continues for forty-eight (48) hours after receipt of such notice from Sunoco (except such forty-eight (48) hours cure period shall not apply with respect to clause (c) above), then without prejudice to any other rights or remedies available under this Contract or at law or in equity, Sunoco may terminate for cause Seller's right to perform all or any part of the remaining work on the Equipment.

9.4. If Sunoco terminates this Contract for cause, Sunoco may complete the performance of the terminated portions of this Contract by such means as Sunoco selects, and Seller shall be responsible for any additional costs incurred by Sunoco in doing so. Seller shall deliver and assign to Sunoco any work in progress. Any amounts due Seller for goods or services completed by Seller in full compliance with the terms of this Contract prior to such termination, as verified by Sunoco, shall be subject to set-off of Sunoco's additional costs of completing performance under this Contract and other damages incurred by Sunoco as a result of Seller's default. Sunoco's waiver of any of Seller's defaults shall not be considered to be a waiver by Sunoco of any provision of this Contract or any subsequent default by Seller. If this Contract is terminated for cause, and it is later determined by the final order or judgment of a court of competent jurisdiction, arbitration entity or administrative proceeding of any type that Seller was not in default, the parties agree that the termination shall then be considered a termination for convenience governed by Section 9.1 hereof.

10. CHANGES

Sunoco shall have the right by written direction to make changes in the specifications and drawings for the Equipment. If any such change causes an increase or decrease in the contract sum or the time required for performance, or any other provision of the Contract, Seller shall notify Sunoco in writing together with supporting documentation within five (5) business days after receipt of said written direction. Equitable adjustments will be negotiated in good faith and any changes to the Contract terms that are agreed upon will be set forth in a written Change Order and signed by both parties. A fully executed Change Order shall constitute the full and final adjustment for a specified change, shall bar further changes to any Contract terms, and shall be binding on both parties. If Sunoco orders a change or takes any action that Seller considers changes the specifications, Seller shall submit to Sunoco, within ten (10) business days of receiving notice of the change, a written claim for amendments to the Contract due to the change. Seller's failure to submit a claim within the allowed time shall constitute a waiver of the right to any equitable adjustment on account of the change.

This Contract may not be changed, amended, augmented, or modified, in whole or in part, unless it is in writing and signed by Sunoco and Seller.

11. INDEPENDENT CONTRACTOR

Seller agrees that it is an independent contractor with respect to the transactions contemplated by this Contract and that neither it nor its employees shall be considered employees of Sunoco. Seller shall have no authority to make any statements, representations, or commitments of any kind, or to take any action binding upon Sunoco.

12. NO THIRD PARTY BENEFICIARIES

Nothing in this Contract, express or implied, is intended to or shall be construed to confer upon or give to any person, firm, corporation, or legal entity, other than the parties hereto, any rights, remedies or other benefits under or by reason of this Contract.

13. TAXES

Unless otherwise required by law, Seller has exclusive liability for sales, use, excise and other taxes, charges or contributions with respect to or imposed on any material or equipment supplied or work performed by Seller, including such taxes

or contributions imposed on the wages, salaries or other payments to persons employed by Seller or its subcontractors in the performance of this Contract. Any applicable state and/or local sales or use taxes due on the Equipment or services are the duty of the Seller to collect and shall be separately stated on all invoices. Seller shall not collect or include any sales or use taxes on Equipment or services for which Sunoco provides Seller with a properly completed exemption certificate. Seller shall pay all such taxes, charges, or contributions before delinquency or discount date and shall indemnify and hold Sunoco harmless from any liability and expense by reason of Seller's failure to pay such taxes, charges or contributions.

14. MATERIALS SAFETY DATA SHEET REQUIREMENTS

In accordance with the Occupational Safety and Health Administration's Hazard Communication Standard, 29 CFR 1910.1200, Seller shall provide Sunoco with all Material Safety Data Sheets (MSDS) applicable to the Equipment purchased at least thirty (30) days in advance of the shipment. All updates to such MSDS shall be provided to Sunoco with the first shipment after updating. Seller shall send one copy of such MSDS to each of Sunoco's receiving facilities to the operating unit receiving the Equipment, and an additional copy of the MSDS to Sunoco Products Safety Group.

15. INDEMNITY

Seller agrees to defend, hold harmless and indemnify Sunoco, its parent, their subsidiaries and affiliates, as well as their employees, agents, officers, directors, invitees, partners and their assigns and successors in interest ("Indemnitees") from and against any and all claims, liabilities, expenses (including reasonable attorneys' fees), losses, damages, demands, fines and causes of action caused by, arising out of, (i) Seller's failure to comply with applicable laws and regulations; or (ii) the Equipment; or (iii) the acts or omissions of Seller, that of its suppliers, subcontractors, agents, servants or employees, as well as any joint negligence or fault of the Indemnitees, whether or not such actions or omissions occur jointly or concurrently, provided, however, that Seller's obligations hereunder shall apply only to the extent of its percentage share of the causation, as determined by agreement with Sunoco or, if there is no agreement, then as determined by a court of competent jurisdiction or arbitration or administrative proceeding. Seller's defense, hold harmless and indemnity requirements, as set forth above, shall also extend to injuries sustained by Seller's employees and shall not be limited by any applicable workers' compensation law or similar statute. This Section shall survive termination or cancellation of this Contract.

16. LIENS

To the full extent allowed by law, Seller hereby waives its right to assert any mechanic's lien or similar lien claim against Sunoco, its facilities or the Equipment. Seller shall defend, indemnify and hold Sunoco harmless from all such claims or any mechanic's lien claim that is brought by any person supplying labor or materials in connection with the Equipment or services performed. If any mechanic's lien is placed upon any portion of, or interest in, Sunoco, its facilities, or the Equipment, Seller will promptly remove the lien, upon receiving notice from Sunoco or, failing that, will be liable for Sunoco's costs and attorney's fees for doing so.

17. TIME

17.1. Time is of the essence of the Contract. In the manufacture, fabrication and delivery of the Equipment, Seller shall strictly comply with the Schedule, including the delivery date and milestone dates, if any, specified by Sunoco, and each such date shall be a material term of this Contract.

17.2. If Seller suffers a delay in achieving any milestone or delivering any submittals or any portion of the Equipment, beyond the times allowed by the Contract, due to an Excusable Delay, Seller shall be entitled to an equitable extension of time with respect to the affected Contract times. Alternatively, Sunoco may issue a written direction to Seller to accelerate its efforts to eliminate or reduce such a delay. In that case, Seller shall promptly comply with the direction to the extent that it reasonably can, and shall be entitled to an equitable adjustment of the contract sum. The parties shall, whenever possible, agree upon the adjustment in contract sum that will be due for acceleration efforts, in a Change Order issued before acceleration begins, however, if Sunoco has so directed in writing, Seller shall accelerate without awaiting final agreement on the adjustment to the purchase price.

17.3. Excusable Delay is defined as delay in the delivery for any stated milestone or for the scheduled completion date that is caused by the actions of Sunoco or Force Majeure. Without limitation, the following are expressly excluded from Excusable Delay: (1) job site labor disputes, work stoppages, or suspensions of work unless such disputes or other events are area-wide or Sunoco determines, in its reasonable judgment, that the dispute is one over which Seller has no control and could not reasonably have prevented; (2) adverse weather conditions, or (3) stop work orders necessitated by Seller's failure to comply with this Contract, or its delay in remedying defective Equipment.

17.4. If Seller suffers an inexcusable delay, it shall be responsible to accelerate its efforts to eliminate the delay or to reduce it as much as possible. Such acceleration shall be at Seller's own cost and without adjustment to the purchase price due under this Contract.

17.5. Seller will report to Sunoco at the intervals specified in this Contract or the following: (1) the status of its preparation of submittals, (2) the status of component buy-out and fabrication and (3) projected actual shipment dates. If any status report reflects that any milestone date or shipment of the Equipment will be later than specified in this Contract, Seller shall inform Sunoco of the reasons for the delay. If those reasons are anything other than Sunoco's acts or omissions or Force Majeure, Seller shall also inform Sunoco of the measures it has taken to recover the delay. In addition, Seller shall respond to reasonable, informal inquiries by Sunoco on the status of the order and shall be given access to Seller's manufacturing facilities and those of Seller's suppliers, upon reasonable notice, so that Sunoco may confirm for itself the status of its order.

17.6. If Seller becomes aware of likely delays in the completion of the Equipment or in shipping them that would result in failure to meet a delivery or milestone date, Seller shall report those delays to Sunoco promptly, without awaiting the next scheduled status report, and consult with Sunoco about possible means of eliminating or mitigating the potential delays.

17.7. If Sunoco so requests, Seller shall provide unpriced copies of Seller's purchase orders for major components and critical items required to manufacture the Equipment or otherwise to satisfy the requirements of this Contract. Sunoco may assist Seller, at Sunoco's discretion, in expediting shipment of Seller's purchased materials and equipment, however, Sunoco shall have no obligation to provide such assistance, and no such assistance shall relieve Seller of obligations of timely performance, and Sunoco shall assume no liability due to any assistance it may offer.

17.8. The term "Force Majeure" as used herein shall mean acts of God, fires, explosions, floods, acts of public enemy, insurrections, riots, area-wide strikes, embargoes, orders, or acts of civil or military authority, or other causes of a similar nature.

18. COMPLIANCE WITH LAWS

Seller warrants that all work performed incident to this Contract and all Equipment furnished pursuant to this Contract shall comply with all applicable federal, state and local laws, ordinances and regulations. Seller warrants and agrees that it has used and will continue to use due diligence to ensure that during the performance of this Contract, no officer, employee, agent or other representative of Seller has made or will make any payment in violation of any applicable federal, state, or local law or regulation. Seller shall supply such evidence of compliance as Sunoco may require. In performing this Contract, Seller shall not discriminate or permit discrimination against any person because of race, color, religion, national origin, sex, disability, covered veteran status and/or sexual orientation. Specifically, Seller agrees to comply with the regulations set forth in the Equal Opportunity Clause at 41 CFR 60-250.5(a), 41 CFR 60-741.5(a), 41 CFR 60-1.4, Executive Order 13201 and Section 202 of the Executive Order 11246, and all amendments thereto, unless specifically exempt. In the event of such discrimination, Sunoco may, in addition to any other rights or remedies available under this Contract, at law or in equity, terminate this Contract forthwith.

19. WAIVERS

No waiver by either party of any breach of any of the covenants or conditions herein contained shall be construed a waiver of any succeeding breach of the same or of any other covenant or condition.

20. ASSIGNMENT

Seller shall not assign this Contract or any claim against Sunoco arising directly or indirectly out of or in connection with this Contract without Sunoco's prior written consent.

21. SET OFF

Seller grants Sunoco without waiver or limitation of any rights or remedies of Sunoco, the right to set-off and apply any amounts owed by Sunoco to Seller or Seller's successors or assigns against any amounts owed by Seller or Seller's successors or assigns to Sunoco or any collateral held by Sunoco as security for any indebtedness owed by Seller to Sunoco.

22. INSURANCE

22.1. Seller shall procure and maintain with reputable insurers with A.M. Best Company's rating of not less than "A:-VII", policies of insurance written on an occurrence basis or on a claims made basis (in which event such insurance shall be maintained during the term of this Contract and for a period of two years following expiration or earlier termination of this Contract) or self-insurance acceptable to

Sunoco, with limits not less than those indicated for the respective items as follows:

(1) Statutory Workers' Compensation and Employer's Liability Insurance and, if applicable, coverage under the Longshoremen and Harbor Workers' Compensation Act, the Jones Act or other Maritime Employer's Liability, complying with laws of each jurisdiction in which any work is to be performed or elsewhere as may be required. Employer's Liability Insurance (and Maritime Employer's Liability, if applicable) shall be provided with a limit not less than \$2,000,000 each occurrence.

(2) Commercial General Liability (by any combination of primary and excess or umbrella policies), including but not limited to all Premises and Operations, Blanket Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Fire Legal Liability, Explosion, Collapse and Underground Damage Liability, Broad Form Property Damage Liability (including completed operations), and if applicable, Watercraft and Aircraft Liability, as well as coverage on all Seller's mobile equipment (other than motor vehicles licensed for highway use) owned, hired or used in the performance of this Contract with limits not less than: \$5,000,000 Bodily Injury & Property Damage combined each occurrence and aggregate.

(3) If Seller and/or its carriers is making deliveries of the Equipment to one of Sunoco's facilities or providing services, Seller shall carry and maintain, or cause its carrier to carry and maintain, with an insurance company, Commercial Automobile Liability Insurance, including Contractual Liability, covering all motor vehicles licensed for highway use and employed in the performance of this Contract, with limits not less than: \$5,000,000 Bodily Injury, Personal Injury & Property Damage combined each occurrence and aggregate.

22.2. Seller shall provide to the Contract Specialist certificates of insurance acceptable to Sunoco prior to commencement of performance hereunder. All insurance shall (i) provide that coverage shall not be suspended, voided, canceled, non-renewed, reduced in scope or limits except after thirty (30) days' prior written notice has been given to Sunoco; and (ii) apply separately to each insured and additional insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

22.3. The Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to add, or shall have an existing blanket endorsement so as to add, Sunoco as an additional insured to all lines of coverage (except Statutory Workers' Compensation and Occupation Disease Insurance); provided, however, that Sunoco shall be named as an additional insured only with respect to any claims arising out of or related to this Contract and/or Seller's obligations hereunder; and shall provide that the coverage afforded to Sunoco as an additional insured will be primary to any other coverage available to it, and that no act or omission of Sunoco shall invalidate the coverage.

22.4. The insurance requirement set forth herein shall not in any way limit Seller's liability arising out of this Contract, or otherwise, and shall survive the termination/cancellation of this Contract.

23. DISPUTE RESOLUTION

23.1. If any claim or dispute arises involving this Contract, Seller shall proceed with the delivery of the Equipment, without interruption or delay, shall follow Sunoco's directions, and may bring a claim as provided in this Section. Seller's failure to proceed with delivery of the Equipment as directed during the pendency of any claim or dispute shall constitute a material breach of this Contract. The parties agree that any dispute that cannot be resolved amicably shall first be submitted to mediation before a mutually acceptable mediator, prior to either party's resorting to legal action. If the mediation has not concluded within sixty (60) days of the initial demand in writing for mediation, either party may then pursue litigation in accordance with this Section, without further recourse to mediation. If the parties are unable to agree upon a mediator within thirty (30) days after either notifies the other in writing of its intent to mediate, the mediator shall be appointed by the American Arbitration Association located in closest proximity to where the Equipment is delivered. Each party will bear its out-of-pocket costs of the mediation; all other costs of the mediation, e.g., mediator fees and related charges, will be shared equally. If the parties are unable to agree upon a site, the mediation will be held at a location selected by the mediator. A request for mediation will immediately suspend the running of any statute of limitations, until the mediation is completed or abandoned by either party, upon giving written notice to the other.

23.2. All disputes not resolved by mediation shall be decided by litigation in the federal or state courts of the State of Texas. **BOTH PARTIES EXPRESSLY WAIVE THE RIGHT TO JURY TRIAL IN ANY LEGAL PROCEEDING IN ANY WAY ARISING OUT OF OR RELATED TO THIS CONTRACT, AND EXPRESSLY SUBMIT TO THE PERSONAL JURISDICTION OF THE COURTS NAMED IN THIS ARTICLE.**

24. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Texas without regard to that state's otherwise applicable conflict of laws principles.

25. SEVERABILITY OF PROVISIONS

The invalidity, illegality and unenforceability of any provision(s) of this Contract shall in no way affect or impair the validity, legality and enforceability of the remaining provisions hereof.

26. CAPTIONS

Captions used in this Contract are not part of this Contract and are for convenience of reference only and shall not affect the meaning or construction of any of its provisions.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE IF SELLER PERFORMS SERVICES ON SUNOCO'S WORK SITE

27. SERVICES

If requested by Sunoco, Seller will provide field support, oversight and other necessary assistance during the installation of the Equipment to ensure that the Equipment is installed in a good and workmanlike manner, in accordance with applicable contract documents and in accordance with any requirements of Seller.

28. INDEMNIFICATION

With respect to Section 15 Indemnification, if this Contract relates to work of any kind performed in Ohio, **CONTRACTOR EXPRESSLY AND SPECIFICALLY WAIVES ITS STATUTORY AND CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER OHIO LAW, INCLUDING ANY AMENDMENTS TO THIS CONTRACT.**

29. SUNOCO'S FACILITIES

Seller shall ensure that Seller and its employees, subcontractors and agents comply with Sunoco's Safety and Security Standards, to the extent applicable, and, if entering property owned or controlled by Sunoco for any purpose, shall observe all applicable safety, health, and environmental laws and with Sunoco's health, safety and security policies, including without limitation such other policies as Sunoco's Safety and Security Standards. Sunoco may at any time, in its sole discretion, modify or replace Sunoco's Safety and Security Standards and or other site specific safety standards, or otherwise furnish or change health and safety requirements, by notification to Seller either orally or in writing, without complying with any other provision regarding giving notice. Upon Sunoco's request, Seller shall promptly remove from Sunoco's work-site any person under the control of Seller who violates any of the aforesaid laws, regulations or Sunoco's policies or who may cause or threaten to cause a breach of the peace or who is otherwise objectionable to Sunoco.

[SIGNATURE PAGE FOLLOWS]

This Contract has been executed by their duly authorized representatives on this _____ day of _____, 20 ____.

SELLER

Company Name: _____

Authorized Representative's Name: _____

Title: _____

Signature: _____

SUNOCO RETAIL LLC

Authorized Representative's Name: _____

Title: _____

Signature: _____