

1. PREAMBLE

The "Purchase Terms and Conditions for Field Work" contained herein shall apply unless modified in the purchase order document or in the contract.

2. DEFINITIONS - ORDER OF PRECEDENCE

The term "Purchase Order" shall mean the purchase order document, the contract between parties (if any) as referenced in the purchase order document, the attachments to the purchase order document and/or to the contract (such as the Purchase Terms and Conditions for Field Work set forth herein, the drawings, the specifications and any other document) and the amendments thereto issued by Buyer to Seller for the purchase of Equipment hereinafter defined. The term "Purchase Order" shall further mean any other format that documents Buyer's purchase commitment as accepted by Seller. The term "Buyer" shall have the meaning of S.A. AJINOMOTO OMNICHEM N.V.. The term "Seller" shall have the meaning of seller as identified in the Purchase Order. The term "Work" shall mean all the work to be performed by Seller, and any materials and equipment to be incorporated therein, whether at Seller's or its subcontractor's facilities, or at Buyer's facilities, as well as any and all items ordered under the Purchase Order as specified therein. The term "Acceptance of the Work" shall have the meaning as defined in Article 19 below. The term "Construction Site" shall mean that part of Buyer's facilities as defined in the Purchase Order. The term "Overtime Work" shall mean all hours which are required, by contract or law, to be paid at a premium hourly rate. The term "Price" shall mean the price for the performance of the Work as specified in the Purchase Order.

In case of conflict between the documents forming the Purchase Order, Seller shall inform Buyer of such conflict and the order of precedence in resolving such conflict shall be as follows : (a) the purchase order document including its attachments; (b) the contract between parties (if any) as referenced in the purchase order document including its attachments ;(c) the Purchase Terms and Conditions for Field Work; (d) the other documents forming the Purchase Order in the precedence as defined in the purchase order document.

3. SCOPE, SPECIFICATIONS, DRAWINGS, TECHNICAL DOCUMENTATION AND OTHER ITEMS

3.1. Except as otherwise provided in the Purchase Order, Seller shall provide and furnish in connection with its performance of the Work all personnel and services and all consumables, equipment and other things which are required for its performance of the Work.

3.2. Buyer shall have the full and free property of and right to use the specifications, drawings, technical documentation and other items which are provided by Seller to Buyer under the Purchase Order. Buyer's approval of such specifications, drawings, technical documentation and other items shall not relieve Seller of any of its responsibilities under the Purchase Order.

4. CHANGES TO SCOPE OF SUPPLY

Without invalidating the Purchase Order, Buyer shall have at any time the right to make changes in the Work and in the specifications, drawings, technical documentation and/or any other item, to issue additional instructions, to request Seller to perform additional work or to omit a portion or portions of the Work and Seller shall comply with any such request. Any adjustment in the Price, the delivery time or any other provision resulting from such change, addition or omission shall be agreed upon between Buyer and Seller and documented in a change to the Purchase Order. Certain Purchase Orders may have a larger number of relatively small scope changes (additions or deletions) or specification changes during the lifetime of the Purchase Order. In order to minimize administration, such small changes shall be documented using a Field Change Notice (FCN) as set forth in the Attachment entitled "Field Change Notice", attached hereto and hereby made a part hereof. FCNs shall be confirmed by a change to the Purchase Order consolidating all FCNs, latest upon completion of the Purchase Order. Costs associated to FCNs initiated by Seller later than 1 week after the reason for the FCN occurred will be rejected by Buyer.

5. COMPLIANCE WITH LAWS, REGULATIONS AND CODES

5.1. Seller shall not perform, sell or price the Work in violation of any applicable law, rule or regulation including but not limited to EC Regulations and Directives. To the extent that the Purchase Order is in conflict with any such law, lawful order, rule or regulation, Seller will timely notify Buyer of such conflict whereafter Buyer shall take appropriate measures. Seller will defend, indemnify and hold harmless Buyer, Buyer's subcontractor and Buyer's customer from and against any and all claims, losses, damages, costs and expenses resulting from or arising out of Seller's failure to comply with this Article.

5.2. The Work shall conform to all codes, regulations, norms and standards as required by the Purchase Order. Where such codes, regulations, norms and standards require approval of drawings and/or specifications or tests by official or non-official authorities, Seller shall obtain such approvals, shall perform such tests and shall supply any and all certificates and documents that are required to cover said approvals, all at its sole expense. No delay on the part of official authorities in relation to the foregoing will be considered as a case of force majeure. Seller will notify Buyer at least one (1) week prior to any testing so that Buyer may witness the tests.

6. RESPONSIBILITIES OF BUYER

Buyer agrees to furnish the following at no cost to Seller for performance of the Work : (a) application for permits and approvals as are necessary for the performance of the Work at the Construction Site; (b) suitable access to and reasonable space for necessary temporary facilities at the Construction Site and (c) water and electricity as available on the Construction Site.

7. SELLER'S EXAMINATION

Seller will be held to have examined the Construction Site, to have obtained from Buyer all information related to the Construction Site as may reasonably be required by Seller and to be satisfied as to the conditions under which Seller will be obliged to operate in performing the Work, such as obstructions, whether above or underground, the character and nature of the Work, safety regulations and all other considerations which may affect the Work in any manner.

8. SUBCONTRACTING

8.1. Seller shall be responsible for the direction and control of the work of all its subcontractors. Seller shall in no event be relieved from its responsibility for the Work and every part thereof by its subcontractors.

8.2. Seller shall secure in each subcontract the same rights for Buyer as Buyer has under the Purchase Order.

9. LABOR

Seller shall employ, or cause to be employed, on or in connection with the performance of the Work only persons who are fit and skilled in the Work assigned. Seller shall at all times enforce, or cause to be enforced, strict discipline and good order among the persons employed on the Work. Should any disorderly, incompetent, or objectionable person be employed by Seller, or by any of its subcontractors or vendors, upon or about the Construction Site, Seller shall, upon request of Buyer, cause such person to be removed from the Work and not again employed thereon without the written permission of Buyer.

10. OTHER CONTRACTORS

10.1. Buyer reserve the right to enter into contracts with other contractors for work relating to but not included in the Work. Seller agrees at all times to cooperate fully with such other contractors and shall properly coordinate and correlate the Work with the work of such other contractors.

10.2. If any part of the Work depends, for its proper performance, upon the work of any such other contractor, Seller shall inspect such other contractor's work at the point of its connection to the Work. If Seller should fail to so inspect such other contractor's work and/or to report any such deficiencies or defects, Seller shall be deemed to have accepted such other contractor's work as being fit and proper for its connections to the Work, except as to deficiencies which may develop in such other contractor's work after Seller's performance under the Purchase Order.

10.3. Should Seller cause damage to the work of any such other contractor, Seller agrees to repair, or to remove from the Construction Site and replace, such work or to cause such work to be repaired, or to be removed and replaced, all at Seller's expense.

11. SAFETY AND SECURITY

Seller shall comply with, and shall cause its permanent and temporary employees and subcontractors or vendors to abide by, all safety and security laws established by law, and Buyer's rules and regulations in force at the Construction Site and existing facilities. These conditions are contained in the latest version of procedure SHE-SOP-017. Said rules and regulations shall be accepted by Seller in writing before the commencement of any portion of the Work at the Construction Site.

12. PROTECTION OF THE WORK - FREE ISSUE MATERIAL

12.1. Seller shall till the Date of Mechanical Completion cover and protect or cause to be covered and protected in a manner satisfactory to Buyer the Work from damage from the elements or from any other cause, and shall efficiently maintain or cause to be maintained, such covering and protection at all times at Seller's sole expense.

12.2. All material issued free to Seller by Buyer shall remain the property of Buyer provided, however, that till the date of Acceptance of the Work Seller shall be liable to keep such free issue material in good condition, in safe custody and fully insured and that Seller shall replace at its own cost any and all such free issue material lost, damaged or inefficiently used.

13. USE OF THE CONSTRUCTION SITE

Seller shall store or cause to be stored all items required, shall erect or cause to be erected all temporary structures on, and shall confine or cause to be confined the operations of its personnel and those of all its subcontractors or vendors employed on the Work or on the Construction Site to only such portions of the Construction Site as may be designated by Buyer and in strict accordance with:(a)the rules and regulations referred to in Article 11 above, and (b) Buyer's specific instructions.

14. REMOVAL OF WASTE MATERIALS AND RUBBISH

Seller shall not allow waste materials or rubbish to accumulate in or about the Construction Site and shall enforce compliance with all housekeeping standards in effect thereon. Seller shall promptly remove or dispose or have promptly removed or disposed of such waste materials and rubbish in accordance with all applicable rules and regulations. Any work, that Seller will be requested to perform in connection with the foregoing is deemed to be included in the Price. After the completion of the Work, Seller shall thoroughly remove all rubbish from and about the Work, and shall promptly remove all equipment, all tools, scaffolding and surplus materials, and shall leave the Construction Site clean and ready for use.

15. EXPEDITING, INSPECTION AND TESTING

15.1. At the request of Buyer, Seller shall submit to Buyer a detailed schedule for the performance of the Work. Seller shall give Buyer at least ten (10) working days prior written notification of readiness of the Work or any part thereof for inspection or testing in accordance with the provisions of the Purchase Order.

15.2. Buyer or its nominee shall at all reasonable times and at such times as requested by Buyer have access to the Construction Site and to any premises where Work is being performed, to monitor the progress of the Work and/or to inspect and/or to test the Work at all stages.

15.3. Buyer shall at any time be entitled to reject the Work or any part thereof which is found to be nonconforming to the Purchase Order. The Work or any part thereof so rejected shall be immediately corrected at Seller's expense and shall be resubmitted for inspection.

15.4. Buyer's approval of Seller's drawings or other documents as well as inspection or testing by Buyer or his nominee during performance of the Work shall neither be deemed to constitute acceptance in part or in whole of the Work or any part thereof, nor shall it relieve Seller from any of its responsibilities under the Purchase Order, such as its responsibility to meet the warranties set forth in Article 22.

16. DELAYS DUE TO BUYER - COMPLETION TIME

16.1. In the event Seller should be delayed in the completion of the Work by reason of any act or omission of Buyer or of another contractor or vendor employed by Buyer, the time within which the Work is to be completed shall be extended by the period of such delay, or a mutually agreed upon period but no such extension shall be made unless written notice thereof is given by Seller to Buyer within five (5) working days after the occurrence of such delay. Buyer and Seller shall agree on the actions to be taken to mitigate the consequences of such delay. Seller hereby waives all claims for additional payments by reason of such delay which are in excess of those provided for under the Purchase Order.

16.2. Time is of the essence hereof and if the Work or any part thereof is not completed within the time specified in the Purchase Order, or within a reasonable time for completion of such Work if no time is specified, Buyer may without prejudice to Buyer's other rights under the Purchase Order charge Seller for all costs of every character whatsoever that Buyer has incurred and/or will incur as a result of or in any way connected with Seller's failure to meet the agreed upon completion date(s).

17. RIGHT TO USE AND/OR OCCUPANCY

Buyer shall have the right to use and/or occupy any portion of the Work which in the opinion of Buyer has been completed or substantially completed in accordance with the Purchase Order, provided that Buyer shall first have given to Seller written notice of Buyer's Acceptance of such portion of the Work which has been completed in accordance with the Purchase Order. Any such use and/or occupancy shall not, however, be deemed an acceptance of any part of such portion of the Work which has not been completed in accordance with the Purchase Order. The provisions of this Article shall apply to all or such part of the Work so accepted as from the date of the Acceptance of such part of the Work.

18. OVERTIME WORK

18.1. Overtime Work performed at Seller's election and Overtime Work, if any, required under any provision of the Purchase Order shall be performed at Seller's sole expense. Casual Overtime Work required by the nature of the Work such as the pouring and finishing of concrete, the lifting and setting of equipment, the erection of structural steel and piping and Overtime Work required for its safe, proper or expeditious performance shall for the purpose of payment not be classified as Overtime Work.

18.2. If Seller is requested or authorized to perform Overtime Work under the Purchase Order, Seller shall perform such Overtime Work, but subject to Seller obtaining the authorization(s) required by law.

19. ACCEPTANCE OF THE WORK

The Work shall be accepted by Buyer (hereinafter called "Acceptance of the Work") when it is the opinion of Buyer that the Work has been completed in accordance with the provisions of the Purchase Order, whereupon Buyer shall promptly give Seller written notice of Buyer's Acceptance of the Work. Acceptance of the Work shall not relieve Seller from any of its responsibilities under the Purchase Order, such as its responsibility to meet the warranties set forth in Article 22.

20. PRICE - TERMS OF PAYMENT

20.1. Except as otherwise provided for under these terms and conditions or under the Purchase Order, the Price is fixed and not subject to any escalation or adjustment of any kind (including Seller's failure to consider certain factors that affect the Price).

20.2. Seller will invoice hundred percent (100 %) of the Price after completion of the Work.

20.3. The invoice shall (a) be rendered as a hard copy; (b) mention the Purchase Order number and (c) be submitted in duplicate.

20.4. The invoice will be paid by Buyer within ninety (90) days after the date of receipt by Buyer of a valid and correct invoice. In the event a cash discount is granted the invoice due date will be calculated from the date the invoice is received by Buyer. Buyer will execute payments by whichever method Buyer deems appropriate.

21. RECORDS AND BOOKS OF ACCOUNTS

If in accordance with the Purchase Order, the Work will be performed on a Time and Material basis. Seller agrees to keep and cause its subcontractors to keep, proper records and books of accounts showing all data necessary for determining the cost, amounts, and charges earned

under the Purchase Order, in such detail as is requested by Buyer and such records and books of account shall be open to audit by a representative of Buyer at all reasonable times during the performance of the Work and for a period of eighteen months (18) after the Acceptance of the Work or sooner termination of the Purchase Order.

22. WARRANTY

22.1. Seller hereby warrants that the Work shall conform to the Purchase Order and that the Work shall be free from : (a) defects in consumables and workmanship, and (b) defects in or due to design (other than any design supplied or specified by Buyer). If the Work, or any part thereof, fails to meet any or all of the foregoing warranties at any time prior to the Expiration Date of the warranty period, hereinafter defined, then, upon Buyer's request for corrective work, Seller shall, at its sole expense, promptly and within such a time and in such a manner as to minimize production interruption and/or losses of the facility in which the Work is incorporated, repair or correct said Work, or any part thereof, to the extent necessary to cause it to meet the foregoing warranties and re-install it.

22.2. As used herein the "Expiration Date" shall mean twelve (12) months after the date the facility, in which the Work is incorporated, is put in operation, but in no event later than eighteen (18) months after the date of Preliminary Acceptance of the Work. In any event the warranty periods shall each be extended by the time it takes, after Seller receives Buyer's request for corrective work for such Work, to complete all of the corrective work required hereunder for such Work. Any part of the Work repaired or corrected under this provision shall be similarly warranted by Seller, the period of such warranty being calculated from the date of repair or correction.

22.3. If Seller fails to comply with the provisions of Article 22.1 above, promptly after any such request, or if the Work or any part thereof reveals defects requiring urgent repair or correction, Buyer shall have the right to perform or cause to be performed, the work provided for above at Seller's risk and without prejudice to Buyer's other rights under the Purchase Order. After such work has been carried out, Seller shall pay Buyer the cost thereof incurred by Buyer within thirty (30) days after receipt of the invoice.

23. LIABILITY

Seller is liable for and shall hold harmless and indemnify Buyer and Buyer's customer and their employees and agents, against any and all claims, liabilities, losses, damages and expenses of every character whatsoever, asserted against or incurred by Buyer as a result of or in any way connected with Seller's performance or Seller's failure to perform under the Purchase Order.

24. COMPLIANCE WITH LABOR LAW

Seller shall comply with all governmental laws, rules and regulations (including, without limitation, all applicable statutes with respect to the labor employed on the Work) and shall protect and indemnify Buyer against any payroll, taxes or contributions imposed with respect to any employees of Seller by any applicable law dealing with old age benefits, unemployment compensation, accident insurance, health insurance, and related subjects.

25. INSURANCE

These conditions are contained in the Attachment entitled "Responsibility for Material Damage, Insurance".

26. FORCE MAJEURE

26.1. Neither party shall be liable for default or delay caused by any occurrence beyond its reasonable control, but not including strikes limited to Seller or his subcontractor, shortage of labor, or due to default on the part of a subcontractor except due to force majeure on the part of said subcontractor. In the event Seller should be delayed in the completion of the Work by reason of any such occurrence, the time within which the Work is to be completed shall be extended by the period of such delay but no such extension shall be made unless written notice thereof is given by Seller to Buyer within five (5) working days after the commencement of such occurrence. No extra payment shall be made by Buyer to Seller for any expenses over and above those provided in the Purchase Order incurred by Seller by reason of any such delay.

26.2. In the event the performance under the Purchase Order is delayed for more than thirty (30) days as a result of any contingency referred to in Article 26.1, Buyer shall be entitled to terminate in writing without prior notice to Seller the Purchase Order in whole or in part in accordance with the provisions of Articles 31.3 and 31.4, however the extra costs referred to in Article 31.4 paragraph c will not be deducted from the amounts due by Buyer to Seller.

27. LIENS AND ASSOCIATED CHARGES

Seller shall indemnify and save harmless Buyer from and against liens arising out of Seller's Work and all other liens and charges, of every character whatsoever, upon the Work and/or upon the Construction Site arising out of work performed and/or things furnished by Seller, or by any of its subcontractors or vendors under or in connection with the Purchase Order or in connection with the Work. Seller shall promptly advise Buyer of the existence of any such liens and/or charges. If at any time there should be evidence of any such lien or charge, Buyer shall have the right to retain from any payment then due, or thereafter to become due, under the Purchase Order an amount sufficient to discharge such lien or charge. Should there prove to be any such lien or charge after all such payments have been made, Seller

shall refund to Buyer all moneys that the latter may be compelled to pay in discharging such lien or charge.

28. SECRECY

As used herein, "Confidential Information" shall mean and encompass any and all information, data, designs and other proprietary know-how, whether technical or non-technical, which is in any way, heretofore or hereafter, disclosed to Seller by or on behalf of Buyer in the course of, as a result of, or in connection with the Purchase Order, whether or not specifically marked confidential. Except as otherwise agreed to in writing by Buyer, Seller shall keep confidential and prevent the disclosure to or use by others of Confidential Information, except on a confidential basis to such of its employees, vendors and subcontractors who need such Confidential Information in order to enable Seller to properly execute the Purchase Order and who sign secrecy agreements obligating them at least to the same extent as Seller is obligated under this provision, and Seller shall not use or permit to be used Confidential Information for anyone other than Buyer.

29. PATENTS, TRADEMARKS AND COPYRIGHTS

Seller shall protect and indemnify Buyer from and against claims, damages, judgments, expenses and loss arising from infringement or alleged infringement of any patent or copyright, by the Work (or any part thereof) and/or arising from the use by Buyer of the Work, and Seller shall defend and settle at its sole expense any suit or proceeding brought against Buyer for such infringement, provided that Seller is notified promptly in writing of the commencement of such suit or proceeding and provided further that Buyer shall not settle or compromise any such suit or proceeding without the prior written consent of Seller. Furthermore, in the event that Buyer should be enjoined in such suit or proceeding from using the Work or any part thereof, Seller, at its option, shall promptly either (a) secure termination of the injunction and procure for Buyer the right to use the Work without any obligation or liability, at Seller's sole expense and to Buyer's satisfaction, or (b) modify the Work to become non-infringing, at Seller's sole expense and to Buyer's satisfaction. The provisions of this paragraph, however, shall not apply to infringement caused by specifications furnished by Buyer.

30. TERMINATION FOR CONVENIENCE

Buyer may at any time terminate the Purchase Order in whole or in part, whether or not Seller is in default, by giving written notice to Seller and Buyer and Seller shall negotiate an equitable amount to be paid by Buyer to Seller to compensate Seller for the demonstrable actual costs incurred by Seller as a result of Buyer's termination under this provision.

31. TERMINATION FOR DEFAULT

31.1. In the event that Seller should be or become financially insolvent, should make a general assignment for the benefit of creditors, should have any proceeding brought seeking the appointment of a receiver or similar officer of the court with respect to Seller's business, should disregard laws, ordinances, governmental rules or regulations or instructions from Buyer which are consistent with the Purchase Order as evidenced by written notices from Buyer to Seller, or should fail to perform or fulfill, at the time and/or in the manner herein provided, any obligation or condition required to be performed or fulfilled by Seller hereunder, including failure to supply the quality desired and failure to keep the specified delivery time, and such failure is not excused under the FORCE MAJEURE provision or is not remedied within fifteen (15) days after Seller's receipt of written notice from Buyer specifying such failure, Buyer shall have the right to terminate or rescind de jure and without summons or prior notice to Seller the Purchase Order in whole or in part, with immediate effect, by written notification given at any time after such events.

31.2. In the event that Buyer has reason to believe that Seller will not be able to perform or fulfill, at the time and/or in the manner herein provided, any obligation or condition required to be performed or fulfilled by Seller hereunder, including failure to supply the quality desired and failure to keep the specified delivery time and such failure is not excused under the FORCE MAJEURE provision and Seller either disagrees with or remains silent about Buyer's contention, Buyer shall have the right to appoint, at its sole option, an independent surveyor to assess whether or not Buyer's contention is correct. In the event Buyer's contention is confirmed in writing by said independent surveyor, then Buyer shall have the right to terminate or rescind de jure and without summons or prior notice to Seller the Purchase Order in whole or in part, with immediate effect, by written notification given at any time after such event, in which case Seller shall pay the costs and expenses related to the independent surveyor's audit. In the event the independent surveyor confirms in writing to Buyer that Seller will be able to meet all his obligations in the manner and within the time as required under the Purchase Order, then the costs and expenses related to the independent surveyor's audit will be borne by Buyer.

31.3. In the event of such termination or rescission Seller shall immediately discontinue all work relating to the Purchase Order or to the part thereof so canceled, and shall at Buyer's option either cancel all outstanding orders for consumables and/or work or assign any of such orders to Buyer. Seller shall promptly deliver to Buyer all specifications, drawings, certificates and all other documentation relating to the Work or to the part thereof so canceled and shall notwithstanding any lien or any dispute between Buyer and Seller with regard to Seller's default or in consequence thereof of any character whatsoever, allow Buyer at its sole option to take possession of the whole or a part of the Work so canceled. Buyer shall have the right to complete the Work or the part thereof so canceled by whatever method Buyer may deem expedient.

31.4. Should Buyer elect to exercise its sole option to take possession of the whole or part of the Work pursuant to Article 31.3, Seller shall not be entitled to receive from Buyer any further payment until the Work or the part thereof so canceled is completed and until all amounts specified under the paragraphs (b) and (c) below are fully defined. In this event, Seller shall then be entitled to receive from Buyer payment of the balance between the amounts specified hereunder:

(a) The Price for the Work or any part thereof which has been completed under the Purchase Order up to the Termination Date and that meet the specifications defined in the Purchase Order; (b) Seller's cost of labor, consumables and other things utilized in performing the Work or any part thereof which is in process under the Purchase Order on the Termination Date and that meet the specifications defined in the Purchase Order.; (c) Seller's cost for all consumables and other things which are not covered by paragraph (b) above, which were purchased specifically for use in performing the Work under the Purchase Order and which cannot be used by Seller for other purposes and that meet the specifications defined in the Purchase Order.; (d) Seller's cost for engineering work required by the terms of, and performed under, the Purchase Order and that meet the specifications defined in the Purchase Order. less the amounts specified hereunder: (e) the amounts previously paid under the Purchase Order; (f) all claims of Buyer against Seller, of every character whatsoever arising out of or in connection with or resulting from the Purchase Order and/or the Work (including claims on account of Seller's failure to perform its obligations under the Purchase Order); (g) any reasonable extra costs incurred by Buyer through Seller's default. Any excess over such balance shall be paid by Seller to Buyer.

32. APPLICABLE TERMS

If the Purchase Order constitutes an offer, Seller's acceptance of the Purchase Order is hereby expressly submitted to the provisions of the Purchase Order and performance of the Work or any part thereof shall be deemed to constitute such acceptance. If the Purchase Order constitutes an acceptance of an offer such acceptance is expressly made conditional on Seller's assent to the terms of the Purchase Order, and performance of the Work or any part thereof covered hereunder shall be deemed to constitute such assent.

33. NON-WAIVER

No waiver by either party of any breach by the other party of any of the provisions of the Purchase Order shall be construed as a waiver of any subsequent breach, whether of the same or of any other provisions of the Purchase Order

34. ENTIRE AGREEMENT

The Purchase Order sets forth the entire agreement between the parties hereto pertaining to the subject matter hereof, and there are no other documents nor oral understandings, representations or warranties affecting it. Neither course of performance nor course of dealing nor usage of trade shall be used to interpret, construe, qualify, explain or supplement any of the provisions of the Purchase Order.

35. ASSIGNMENT

Seller may not, without prior written consent of the buyer, assign or otherwise transfer to a third party the benefits or obligations resulting from the Purchase Order or in connection therewith, in whole or in part. The Purchase Order shall be binding and shall inure to the benefit of the legal successors of either party hereto.

36. GOVERNING LAW

The Purchase Order shall be governed by and construed in accordance with the laws of Belgium. All disputes arising out of or in connection with the Purchase Order shall in first instance be settled by the courts of Brussels. The application of the Uniform Law on the International Sale of Goods and the Uniform Law on the Formation of Contracts for the International Sale of Goods is excluded.

FIELD CHANGE NOTICE (FCN)					
From: S.A.AJINOMOTO OMNICHEM N.V.	("Buyer")				
To:	("Seller")				
Buyer hereby orders Seller and Seller accepts to make the change(s), addition(s) or omission(s) as described below subject to the terms and conditions contained herein and in the original Purchase Order or Contract referred to hereafter.					
Purchase Order:	Date of FCN:				
Description of the change(s), addition(s) or omission(s): (specify amount of labor, material and other things required or deleted)					
Seller's commitment or estimate for:					
<ul style="list-style-type: none"> ■ Impact on the original price (currency of the contract) ■ Impact on contractual delivery time (working days) 	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">FIRM</th> <th style="width: 50%;">ESTIMATED</th> </tr> </thead> <tbody> <tr> <td style="height: 40px;"></td> <td style="height: 40px;"></td> </tr> </tbody> </table>	FIRM	ESTIMATED		
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Buyer's representative:Seller's representative:					
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Distribution : orig: Buyer's Procurement Manager					
cc : Buyer's Project Manager					
	Buyer's Requisitioner				
	Buyer's Department Manager				
	Seller				

"RESPONSIBILITY FOR MATERIAL DAMAGE, INSURANCE"

1. Seller shall at its own care and expense, on its own behalf subscribe and maintain operative such insurance policies as are necessary to keep Buyer harmless from loss or damage of the Work. Such insurance will in no way constitute a limit of Seller's liability.
2. Seller shall except as otherwise provided herein indemnify and save harmless Buyer for all property loss or damage and/or bodily injury and all consequential losses arising therefrom caused directly or indirectly by any negligent act, error or omission of Seller, and/or Seller's employees, agents or sub-contractors.
3. Buyer shall, at its own care and expense, subscribe and maintain operative, a fire/explosion policy covering physical damage to (and business interruption of) its existing facilities. After the date of Preliminary Acceptance of the Work, the Work will be regarded as being part of the existing facilities and will be covered by the said policy.
4. In addition to article 23 Liability of the OmnicheM Purchase Terms and Conditions for Field Work, Seller shall, at its own care and expense, subscribe and maintain operative, on its own behalf and on behalf of Buyer for their respective rights and interests, a liability insurance in respect of all legal liabilities arising out of bodily injury and/or property loss and/or damage sustained by Buyer and any other participant to the Work and/or any other third party and caused by any accident arising out of the execution of the Purchase Order.
5. Seller shall, at its own cost and expense, subscribe and maintain operative a Workmen's Compensation Insurance and/or Employers Liability Insurance in accordance with local legal requirements. This insurance shall provide a waiver of subrogation against all other parties involved on Buyer's Site.
6. Seller shall submit evidence that insurances as stipulated above, are effected with companies acceptable to Buyer, are in force at terms and conditions satisfactory to Buyer and shall also indicate the value of cover held. The terms and conditions must include an Indemnity to Principals Clause and a full Contractual Liability extension. Seller shall give Buyer 30 days notice by recorded delivery before altering or canceling any such insurances. In case such insurance are cancelled by the Insurer, such 30 days notice by recorded delivery will equally be given to Buyer by the Insurer.
7. In the Work to be performed at Buyer's plant or at any other premises specified in the Purchase Order, any person attending such premises at the invitation of Seller shall be deemed to be acting as an agent or employee of Seller and Seller undertakes to indemnify Buyer against any and all claims and actions which may arise due to, or in connection with, the acts or omissions of such agent or employee. Seller will also satisfy Buyer, on request, that adequate policies of insurance are in force to meet any such claims.
8. Seller shall, at its own cost and expense, subscribe and maintain operative an Automobile Insurance in accordance with local legal requirements. This insurance shall provide a waiver of subrogation against all other parties involved on Buyer's Site.