CONTRACTOR EQUIPMENT RESPONSIBILITIES

These Contractor Equipment Responsibilities (these "Responsibilities") shall be applicable to the undersigned (together with any subcontractors engaged by undersigned, "Contractor") in the provision of certain services (the "Services") to Charter Steel, a division of Charter Manufacturing Company, Inc. ("Customer"). In connection with the provision of the Services, Contractor desires that Customer allow Contractor access to certain Customer or third party facilities and/or equipment. In consideration for being granted any such access, and for other good valuable consideration, the receipt and sufficiency of which are hereby incontrovertibly acknowledged, Contractor agrees to the terms and conditions contained in these Responsibilities, as follows:

1. Contractor Obligations. Contractor agrees, represents and warrants that: (a) the Services will be performed only by such of Contractor's employees as are qualified, legally authorized to provide the Services, and have the experience, expertise, training and know-how necessary to safely, fully and adequately perform the Services; (b) Contractor and its employees shall comply with all Customer rules, regulations and policies in Contractor's provision of the Services; and (c) Contractor will not cause any damage to Customer's facility, or to any property or equipment owned or leased to or by Customer or located at or in Customer's facilities (the "Equipment").

2. Equipment And Other Damage. Contractor shall to the fullest extent permitted by law, indemnify and hold harmless Customer and its subsidiaries, affiliates, shareholders, directors, officers, partners, employees, agents, successors and permitted assigns from and against any and all liability claims, demands, damage to any property, injury to persons including death, losses, damages, expenses (including attorneys' fees, and investigation costs), payments, recoveries and judgements in connection therewith, to the extent arising out of or caused in any manner by (i) the negligent acts or omissions or willful misconduct of Contractor, its employees, agents or subcontractors or (ii) Contractor's failure to comply with these Responsibilities. Contractor shall, at its own expense and subject to Customer's approval, diligently defend any and all actions brought against Customer based upon any of the foregoing with counsel acceptable to Customer, and shall pay all attorneys' fees and all other expenses, and promptly discharge any judgements, settlements or compromises arising therefrom. Contractor's liability under this Section shall survive the expiration or termination of this Agreement, but this shall not be construed to mean that Contractor's liability does not survive as to other provisions of this Agreement.

3. No Customer Warranties. **CUSTOMER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONCERNING ITS FACILITIES, THE EQUIPMENT, OR ANY OTHER MATTER. ALL GUARANTEES, WARRANTIES, CONDITIONS AND REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, WHETHER ARISING OUT OF ANY STATUTE, LAW, COMMERCIAL USAGE OR OTHERWISE, ARE HEREBY EXCLUDED. CONTRACTOR'S ACCESS TO AND USE OF CUSTOMER'S FACILITIES AND THE EQUIPMENT ARE PROVIDED "AS-IS," AND CONTRACTOR ASSUMES ALL RISKS ASSOCIATED WITH SUCH ACCESS AND USE. IN NO EVENT SHALL CUSTOMER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS OR LOSS OF BUSINESS REPUTATION OR GOODWILL, WHETHER BASED ON BREACH OF WARRANTY OR OTHER CONTRACTUAL CLAIM, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY.**

4. Setoff Permitted. Notwithstanding anything to the contrary in any other agreement between Customer and Contractor, and without prejudice to any other right or remedy it has or may have, Customer may, without notice to Contractor, set off or recoup any liability it owes to Contractor against any liability for which Customer determines Contractor is liable to Customer or its affiliates, whether either liability is matured or unmatured, liquidated or unliquidated, and regardless of whether either liability arises under these Responsibilities.

5. Confidentiality. All information disclosed by Customer or its agents to Contractor or its agents ("Confidential Information"), including but not limited to designs, equipment, facility layout, specifications, samples, patterns, plans, drawings, documents, data, business operations, and employee names and information, whether disclosed orally or disclosed or accessed in written, electronic, physical, visual or other form or media, and whether or not marked as confidential, is confidential, solely for Contractor's use in performing the Services, and may not be disclosed or copied unless authorized by Customer in writing. Upon Customer's request, Contractor shall promptly return all Confidential Information to Customer, and destroy all analysis and materials created by Contractor based, in whole or in part, on the Confidential Information. Customer shall be entitled to injunctive relief for any violation of this section, without the necessity of providing bond or proving damages. This section shall not apply to information that is (a) in the public domain through no fault of Contractor or its agents or affiliates; (b) known to Contractor at the time of disclosure, without any obligation of confidentiality; or (c) rightfully obtained by the Service Provider on a non-confidential basis from a third party.

6. Precedence. In the event of any inconsistency between these Responsibilities and any other agreement between Customer and Contractor, these Responsibilities shall control unless such other agreement specifically references these Responsibilities and clearly states that such agreement is intended to prevail over these Responsibilities.

CONTRACTOR

Entity: _____ Signature: _____

_____ Name: _____

Date: _____ Title: _____