



**Occidental Chemical Corporation**  
A subsidiary of Occidental Petroleum Corporation

# PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES,  
TRANSPORTATION PAPERS AND CORRESPONDENCE.

PURCHASE ORDER NO. VERSION NO. REFERENCE

**4503100302**

DATE 10/23/2023 PAGE 1 OF 6

ADDRESS CORRESPONDENCE REGARDING THIS ORDER TO:

Delapaz, Jose M  
1000 Tidal Road  
DEER PARK TX 77536  
USA  
TEL: 281-476-2066  
FAX: 713-985-8837  
EMAIL: jose\_delapaz@oxy.com

TO:

**PRECISE MECHANICAL SALES  
& SERVICE INC  
DEPT 22 PO BOX 4346  
HOUSTON TX 77210-4346  
USA**

**DELIVER TO:**

**Occidental Chemical Corporation  
Ingleside Plant  
4133 Highway 361  
GREGORY TX 78359  
USA**

All delivery drivers for the Texas Plants must have a TWIC card and/or Hazardous Material Endorsement(HME). Vehicles must be identified with company name.

Payment terms: Net 35 Days  
Shipping Terms: FOB DESTINATION FRT ALLOWED

SITE REPRESENTATIVE:  
Thomas Putnam 361-776-6065

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REPAIR/RETURN:

THIS DOCUMENT HAS BEEN ISSUED TO REPAIR THE FOLLOWING MATERIAL.

ACTUAL REPAIR COST SHOULD BE SENT TO THE ATTENTION OF THE BUYER NOTED ON THE TOP OF THIS PURCHASE ORDER BEFORE PROCEEDING WITH REPAIRS. FAILURE TO CONTACT THE BUYER MAY RESULT IN NON-PAYMENT OR DELAYED PAYMENT OF THE INVOICE.

PLEASE CONFIRM SHIPPING TERMS, DELIVERY AND PRICING BY EMAIL OR PHONE TO THE BUYER AND NUMBER INDICATED ON THE TOP LEFT HAND SIDE OF THIS PURCHASE ORDER. PACKING LIST AND INVOICES MUST CONTAIN THE FOLLOWING: PURCHASE ORDER NUMBER, ITEM DESCRIPTION, AND MATERIAL MASTER NUMBERS(WHERE APPLICABLE).

MATERIAL COST AND LABOR COST MUST BE SEPARATED AND ITEMIZED ON INVOICES. INVOICES MUST BE MAILED TO THE A/P ADDRESS LISTED ON THE BOTTOM LEFT CORNER OF THIS PURCHASE ORDER. INVOICES MAILED TO ANY OTHER LOCATION WILL BE RETURNED AS UNPAYABLE.

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PRICING PER PROPOSAL #: 23PMS241

The Purchasing Order number must be referenced on all invoices and paperwork.  
Also, please include the "Material" number below (if applicable) on all packing slips.

INVOICE TO:

If you would like to email invoices,  
send request to APImage@oxy.com  
**Do Not Send Invoices To This Email Address.**

Occidental Chem. Corp.  
P.O. BOX 2286  
Houston, TX 77252-2286

A/P Phone Number 800-699-6623



**THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS ON THE FACE AND AS ATTACHED, AND ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER ARE OBJECTED TO AND REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING BY THE BUYER.**

APPROVED: \_\_\_\_\_  
OCCIDENTAL CHEMICAL CORPORATION

ACCEPTED: \_\_\_\_\_  
SELLER



**Occidental Chemical Corporation**  
A subsidiary of Occidental Petroleum Corporation

## PURCHASE ORDER CONTINUATION

TO:

**PRECISE MECHANICAL SALES  
& SERVICE INC  
DEPT 22 PO BOX 4346  
HOUSTON TX 77210-4346  
USA**

PURCHASE ORDER NO. VERSION NO.

REFERENCE

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10/23/2023

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Item	Material Order qty.	Unit	Description	Unit Value	Net Value
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00010	23,326	Dollars		1.00	23,326.00
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Overhaul Spare Brine Sludge compressor

Deliver To: T. Putnam  
**Delivery Date:** 12/16/2023

Delivery Location: Main Stores

Total net value excl. tax	USD	23,326.00
=====		

## Purchase Order - Terms and Conditions

1. **ORDER CONFIRMATION; ACCEPTANCE:** Within one (1) business day from receipt of this Purchase Order ("Order"), Seller shall confirm pricing and delivery dates to Buyer (which may be via email or other electronic data interchange). If Seller ships any material, commences any work, or performs any service covered by this Order, that action shall constitute Seller's acceptance of the terms and conditions of this Order ("Terms and Conditions") and such material, work, or service shall be governed by these Terms and Conditions, which are incorporated into and made a part of such this Order. Under this Order, "Seller Party" or "Seller Parties" shall mean Seller and its affiliates, and it's or their respective agents, employees, or representatives, and any of their respective heirs, successors, or assigns, and "Buyer Party" or "Buyer Parties" shall mean Buyer and its affiliates, and it's or their respective agents, employees, or representatives, and any of their respective heirs, successors, or assigns.

2. **ENTIRE AGREEMENT; CONFLICT:** This Order, together with any documents attached hereto or incorporated herein by reference, constitutes Seller's and Buyer's entire understanding about the work, services, materials, and/or goods described herein (singly or collectively, the "Goods") and supersedes any and all prior or contemporaneous negotiations, proposals, commitments, agreements, representations or understandings with respect to such Goods, either written or oral. No confirming orders, or other documentation, written or oral, by Seller modifies, alters, or changes the express written terms of this Order and Buyer hereby expressly rejects any terms and conditions contained in any order acknowledgement or proposal provided by Seller. None of Seller's inconsistent and/or additional terms and conditions referenced or submitted in acknowledging this Order or in releases, invoices or other documents shall apply to this Order unless expressly assented to in a written instrument signed by Buyer. In the event of any conflict or discrepancies among the provisions set forth herein, the order of precedence in resolving such conflict or discrepancies shall be (a) the typed terms on the face of this Order, and (b) these Terms and Conditions.

3. **PRICES:** The prices for the Goods are set forth on the face of this Order and shall not be increased without Buyer's prior written consent, which may be provided or withheld at Buyer's sole option. Buyer shall receive the full benefit of any general reductions in Seller's prices made prior to delivery of the Goods. Seller warrants that the prices for the Goods are not less favorable than those currently extended to Seller's other customers for work, services and/or goods similar to the Goods in quality and of like or lesser quantity, after giving effect to all applicable discounts and rebates.

Buyer may notify Seller that Buyer has received an offer ("Competitive Offer") to sell Buyer work, services and/or goods similar to the Goods. If (a) Buyer's cost of purchasing such similar work, services and/or goods under that Competitive Offer would be less than this Order's applicable price after giving effect to all applicable discounts and rebates and (b) the other terms of that Competitive Offer (except for quantity) are substantially similar to the terms of this Order, Seller shall, within ten (10) days of receipt of such notice, either (i) reduce this Order's price to meet such lower cost for the term and quantity covered by the Competitive Offer or for the remaining term and quantity under this Order, whichever is less, or (ii) permit Buyer to accept the Competitive Offer by reducing this Order's quantity accordingly. Seller shall notify Buyer of Seller's election to meet such lower cost or reduce this Order's quantity within such ten (10) day period.

4. **INVOICES:** Seller's invoices shall: (a) specify Buyer's order number; (b) separately itemize taxes; (c) be rendered separately for each delivery and indicate whether it is a "Partial Billing" or "Final Billing"; (d) clearly identify the Goods provided; and (e) include proper support documents. Invoices will not be accepted after six (6) months following the delivery of the Goods. Buyer shall have no obligation to reimburse Seller for Goods for which invoices are submitted for payment after such six (6) month period. To the maximum extent permitted by Applicable Law, Buyer shall be entitled to reject Seller's invoice without liability if it fails to include the details specified in Section 4 (a)-(e) above, is issued after the time set forth above, or is otherwise inaccurate or incomplete. Such rejection shall not entitle Seller to suspend performance and any resulting delay in Buyer's payment or nonpayment, as applicable, shall be Seller's sole responsibility.

5. **PAYMENT:** Buyer shall pay all undisputed invoice amounts within the time frame and pursuant to the payment terms set forth on the face of this Order, calculated from Buyer's receipt of an acceptable invoice. Any payment or cash discount period will begin on Buyer's invoice receipt date and will be extended by the number of days of delay caused by errors or omissions in any invoice.

Seller hereby authorizes Buyer to deduct from any amount payable to Seller any payment or part thereof to the extent and for so long as Buyer reasonably deems necessary to indemnify it from actual or potential losses arising from Seller's acts or omissions in performing, or failing to perform, Seller's obligations under this Order, including, without limitation, losses due to defective work, third party claims, failure to make payments reasonably due third parties, damage to Buyer or another contractor, or failure to deliver the Goods in accordance with this Order.

Seller's acceptance of the final payment shall constitute Seller's waiver and release of all of Seller's claims against Buyer.

For the avoidance of doubt, unless expressly agreed to in writing in this Order, no other compensation or remuneration of any kind and nature whatsoever shall accrue or be payable to Seller for the Goods or based on the results of the Goods, including, without limitation, any success fee, finder's fee, broker's fee, net profits interest, carried working interest, or bonus fee.

6. **TAXES:** Unless otherwise noted herein, the prices for the Goods include all applicable taxes. Each party shall be solely responsible for the ascertainment of, timely filing for, and prompt payment of any and all of such party's taxes. Except for value added taxes, goods and service taxes, sales and use taxes, gross receipts taxes, and excise taxes imposed, levied, or assessed on the sale of Goods from Seller to Buyer ("Transactional Taxes"), Seller acknowledges that it has taken into account the taxes to be imposed, levied, or assessed on Seller as a result of this Order in establishing the price set forth herein. Any Transactional Taxes shall be added to the invoiced amounts payable and shown separately in the invoice. Seller shall fully release, defend, and indemnify Buyer from and against, and hold Buyer harmless from, any and all taxes that are imposed, levied, or assessed against Seller for which Seller bears primary liability therefore under applicable laws, rules, regulations, statutes, orders, requirements or ordinances promulgated, issued, or enacted by any governmental authority, whether federal, state or local (collectively, "Applicable Law").

## 7. WARRANTIES AND COVENANTS:

7.1 To the extent that the Goods consist of materials and equipment, Seller expressly warrants that all of the Goods furnished under this Order: (a) are merchantable; (b) are not defective with respect to design, workmanship, and materials; (c) shall conform to the specifications attached hereto or, if not attached, as provided by Buyer (the "Specifications"); (d) unless otherwise specified, are comprised of components that are new and of good quality; (e) are fit for the purposes specified within this Order or as advertised by Seller; (f) include the benefit of all manufacturer's warranties if such warranties are transferable; (g) are free of any charge, encumbrance, lien, or other security interest; (h) do not and will not constitute an infringement of any third party intellectual property rights; and (i) comply with Applicable Law and are capable of operating in accordance with all requirements of this Order (including Applicable Law). Seller further expressly warrants that it owns or possesses the right to transfer to Buyer all ownership of or license to the Goods (if applicable) as set forth in this Order. Buyer will be entitled to inspect all materials and goods before, upon, or within a reasonable time after delivery. No substitution of any materials or goods will be made without Buyer's written approval. Buyer reserves the right to reject materials or goods which have been reworked. If Buyer discovers that any Goods provided hereunder do not comply with these warranties, then at Buyer's option, Seller shall, at Seller's sole expense and liability, promptly correct, repair, or replace such defects or refund Buyer that portion of compensation attributable to the defective Goods. If Buyer elects to have Seller replace or repair the defective materials or goods, Seller shall immediately, after receiving notice from Buyer of such defective materials or goods, proceed, at Seller's sole cost and expense, to replace or repair the materials or goods, including providing parts, freight, and labor for removal and reinstallation, to the satisfaction of Buyer. If Seller fails, after a reasonable period of time not to exceed seven (7) days, to perform the remedial action, or to commence to repair or replace any defective Goods and thereafter continue to proceed diligently to complete the same, or if Buyer determines it cannot wait for Seller to perform the remedial action, Buyer may, in addition to any other remedies that Buyer has under these Terms and Conditions, at law, or in equity, perform or have others perform corrective work, and Seller shall be responsible for all reasonable costs incurred by Buyer. Seller shall pay all reasonable costs incurred in retrieving and removing any defective Goods and reinstalling conforming ones, including, without limitation, all costs of disassembling, removal, inspection, reinstallation, retesting and transportation. The warranties in this Section shall extend: (i) to twelve (12) months from date of installation and acceptance by Buyer, or eighteen (18) months from date of delivery and acceptance by Buyer, whichever occurs first, and (ii) with respect to any item or part that has been corrected, repaired, or replaced, to the longer of the original unexpired warranty or twelve (12) months from the date of acceptance of such correction, repair, or replacement.

7.2 To the extent that the Goods consist of services, whether provided by Seller or its materialmen, suppliers, vendors, or subcontractors of any tier or other persons who have entered into a contract, expressed or implied, whether directly or indirectly, with Seller to supply Goods for this Order (individually and collectively, "Subcontractors"), Seller agrees as follows:

A. Seller shall perform all services: (a) diligently and in a thorough, good, and workmanlike manner; (b) in a manner that meets or exceeds the specifications or requirements provided by Buyer or, if none are given, the highest recognized standards of good practice in the industry utilized by reputable persons that specialize in providing similar services; (c) free from defects in workmanship; and (d) in a manner suited for Buyer's purposes, either specified or advertised by Seller.

B. Seller shall obtain and maintain at Seller's sole cost and expense all permits and licenses required in connection with performance of the services and, if permitted by Buyer to subcontract, shall be fully responsible for the errors, acts, and omissions of Seller's employees and Subcontractors (and of persons directly or indirectly employed by any of them) assisting Seller in performing the services, as if such errors, acts, and omissions were committed by Seller. The work or services performed under this Order by any Subcontractor shall be subject to inspection by Buyer to the same extent as the work or services of Seller. Seller shall not subcontract all or any portion of the services without Buyer's prior written approval. In every case, all contractual requirements and obligations set forth in this Order shall be extended to permitted Subcontractors.

C. Seller shall and shall cause its permitted Subcontractors to: (a) be fully qualified and, to the extent required, licensed to perform the services pursuant to Applicable Law, and (b) exercise for Buyer's benefit its best knowledge and skill in planning and shall perform all services in the most efficient, timely, and economical manner.

D. Seller shall only permit individuals with the proper skill, knowledge, and experience to perform the services.

E. If Buyer discovers any defective services, then at Buyer's option, Seller shall, at Seller's sole expense and liability, promptly correct, repair, or replace such defects or refund Buyer for that portion of the compensation attributable to the defective services. If Seller fails, after a reasonable period of time not to exceed seven (7) days, to perform the remedial action, or to commence to repair or replace any defective services and thereafter continue to proceed diligently to complete the same, or if Buyer determines it cannot wait for Seller to perform the remedial action, Buyer may, in addition to any other remedies that Buyer has under these Terms and Conditions, at law, or in equity, perform or have others perform corrective work, and Seller shall be responsible for all reasonable costs incurred by Buyer to correct the defects. The warranties in this Section shall extend: (a) to twelve (12) months from date of completion and acceptance of the services, and (b) with respect to any portion of the services that has been corrected, repaired, or replaced, to twelve (12) months from the date of acceptance of such correction, repair, or replacement.

F. Seller is an independent contractor in all respects with regard to the performance of the services. Seller, Seller's employees, or Subcontractors performing the services will not be considered for any purpose to be Buyer's employees, agents, or representatives. Buyer is interested in the results of the services and will not direct or control the manner or method in which Seller performs the services.

7.3 All warranties made in this Order are in addition to any other rights and remedies of Buyer at law, in equity or under this Order and shall survive inspection, delivery, acceptance, and payment. Without relieving Seller of any of its obligations under this Order, Seller shall assign in full, and without cost to Buyer, all warranties from Subcontractors that are applicable to the Goods and deliver such assigned warranties with the Goods. The warranties shall be for the benefit of Buyer and its successors and assigns and the respective successors and assigns of any of them and are fully transferable and assignable.

8. **QUANTITY:** Buyer is only obligated to purchase the quantity of Goods stated herein. Buyer reserves the right to accept or reject, in whole or in part, partial or excess deliveries of Goods and such Goods may be returned to Seller at Seller's sole risk and expense, including any costs incurred by Buyer related to storage and handling of such Goods.

9. **PACKING, SHIPPING & DELIVERY; TITLE AND RISK OF LOSS:** All packaging for the Goods shall be numbered and labeled with Buyer's order number, stock number, contents, and weight, and shall contain an itemized packing slip and a safety data sheet if one is available for the Goods. Seller shall include with the packing slip for each shipment a detailed, complete bill of materials that lists each part and component of the Goods purchased by Buyer and indicate which components are and are not included in the shipment. Additionally, Seller shall label, tag, stamp, or otherwise identify each unit of all Goods with any additional equipment or project-specific information specified by Buyer in this Order. Buyer reserves the right to reject Goods not completely identified as specified in this Section 9 and to return such Goods to Seller at Seller's cost. All Goods (a) shall be properly packed, marked and shipped to meet the requirements of the common carrier, provide for efficient handling, and insure adequate protection against damage to the Goods, and (b) shall be shipped and routed in accordance with Buyer's instructions. Unless otherwise specified, Seller's shipments shall be declared at the value with the lowest transportation charge. Seller shall send Buyer an original bill of lading or a signed delivery receipt with Seller's invoice as evidence of shipment. Buyer shall not pay for packing, crating, freight, express cartage, or other additional costs unless specified herein. If any Goods are not delivered within the applicable times specified herein (or within a reasonable time if no time is specified), Buyer may, at its sole option, (i) refuse to accept such Goods and terminate this Order, or (ii) cause Seller to ship such Goods by the most expeditious means of transportation at no additional cost to Buyer.

Unless otherwise specified on the face of this Order, title, and risk of loss with respect to the Goods shall pass from Seller to Buyer upon delivery of the Goods to Buyer's facility. If the risk of loss passes to Buyer at the shipping point and if Seller fails to ship in the manner or route directed by Buyer, Seller agrees to reimburse Buyer for any loss, delay, or damage which Buyer suffers.

10. **TIMELINESS:** Time is of the essence to Buyer. Seller shall deliver all Goods, including any services hereunder, within Buyer's delivery schedule as set forth in this Order. If Seller for any reason anticipates difficulty in complying with the required delivery date or in meeting any of the other requirements of this Order, Seller shall promptly notify Buyer in writing.

11. **SPECIAL ITEMS:** The Goods shall include, and Seller shall deliver to Buyer upon termination or cancellation of this Order or upon earlier delivery of the Goods hereunder, all customized tooling, dies, and other equipment that (a) Seller makes or acquires solely for purposes of providing Goods to Buyer, and (b) are directly or indirectly paid for by Buyer.

12. **CHANGES:** At any time, Buyer may request additions, deletions or modifications (each, a "Change") to the Specifications, designs, technical data, reports, blue prints, drawings, models, patterns, and other documents prepared by Seller pursuant to this Order (collectively, the "Work Documents"), to the quantities of Goods, to delivery dates for Goods, or to any other condition or term of this Order (individually or collectively, the "Changed Criteria"), upon request in writing (which may be via email) or orally with a prompt written confirmation (which may be via email). If Buyer submits to Seller a Change that will cause a material increase or decrease in the cost to Seller or the time required for Seller to perform under this Order, Seller shall respond to Buyer within one (1) business day of the Change notification with a written statement setting forth the effect that such Change would have on the Changed Criteria. If Buyer elects to proceed, then Seller shall perform such Change in accordance with Buyer's request and an equitable adjustment shall be mutually agreed in writing in the form of a change order ("Change

Order”) revising the Order price and/or delivery schedule.

Seller shall give Buyer prior notice of any change to Seller’s or its Subcontractor’s manufacturing process that could affect the Goods’ performance characteristics; provided, however, that all Goods shall be manufactured to conform to the Specifications. Seller shall not perform any Change unless and until such Change is authorized pursuant to this Section 12, and should Seller perform or claim to perform any additional or changed work in this Order prior to authorization by Buyer in the form of a Change Order, Seller shall not be entitled to reimbursement from Buyer for such additional or changed work and all such costs and expenses incurred by Seller shall be for Seller’s account.

13. CANCELLATION FOR CONVENIENCE: Buyer may cancel this Order or any part thereof for any or no reason and at any time by giving Seller written notice (“Cancellation Notice”). Unless otherwise specified therein, such cancellation shall be effective immediately upon Buyer’s delivery of such Cancellation Notice. Upon receipt of a Cancellation Notice, Seller shall protect all property in its possession in which Buyer has an interest, shall terminate all work, services, and commitments pursuant to this Order as quickly and effectively as possible, and shall promptly provide written proof thereof to Buyer.

Seller shall be entitled, as its sole and exclusive remedy for such cancellation, to that percentage of the price corresponding to the percentage of the work and services performed by Seller prior to Seller’s receipt of the Cancellation Notice, less all amounts previously paid, plus actual direct and non-avoidable costs reasonably incurred by Seller as a result of such cancellation. Seller shall not be paid for any work or services performed after Seller receives the Cancellation Notice, or for any costs incurred by Seller’s suppliers or Subcontractors which Seller could reasonably have avoided, or for any other amounts not explicitly provided for in this Section. Upon cancellation for convenience, Seller shall promptly ship to Buyer all Goods and materials paid for by Buyer.

14. TERMINATION FOR DEFAULT: Buyer shall have the right to terminate this Order or any part thereof upon the occurrence of any of the following events (a “Seller Default”): (a) Seller or its parent becomes bankrupt; or has a receiving order or an administration order made against it; or presents its petition in bankruptcy; (b) Seller or its parent makes an arrangement with or assignment in favor of its creditors, goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), becomes insolvent or fails to pay its debts or obligations when due; (c) Seller refuses or fails to deliver the Goods or perform the work or services as scheduled or specified herein (or within a reasonable time if no time is specified), which refusal or failure is not cured or remedied within ten (10) days after Buyer’s notice thereof; (d) Seller’s delay or failure to make progress, as solely determined by Buyer, endangers performance of this Order in accordance with its terms, which delay or failure is not cured or remedied within ten (10) days after Buyer’s notice thereof; (e) Seller commits a breach of any of its representations, warranties, covenants or obligations under this Order, which breach is not cured or remedied within ten (10) days after Buyer’s notice thereof. Termination for a Seller Default described in Section 14(a) or (b) above shall be effective immediately upon Buyer giving written notice to Seller of such termination. Termination for a Seller Default described in Section 14(c), (d) or (e) above shall be effective immediately upon Buyer giving written notice to Seller after expiration of the applicable period for cure or remedy of such Seller Default. Upon any termination in accordance with this Section 14, Seller shall (i) immediately discontinue work on the date and to the extent specified in the notice; (ii) place no further orders to Subcontractors or for any other items or services except as necessary for completion of portions of the work under the Order that are not discontinued; (iii) cooperate with Buyer in the transfer of Work Documents, and any other items or information and disposition of work in progress to mitigate damages; (iv) comply with other reasonable requests from Buyer regarding the terminated work; and (v) thereafter execute only that portion of the work under the Order not terminated, and to comply with any Applicable Law. Buyer shall not be liable to Seller for payment of any amount other than for the value of any partial shipment of Goods received and accepted by Buyer. Seller shall be liable to Buyer for any and all damages, losses, costs and expenses incurred by Buyer arising out of or resulting from the Seller Default which gave rise to the termination, and Buyer shall have the right, at its sole option, to invoice Seller for such damages and/or to deduct and offset such damages from any balance due to Seller under this Order or any other order or agreement between the parties hereto.

Notwithstanding any dispute, it shall be the responsibility of Seller to continue to prosecute all of the work under this Order diligently and in a thorough, good, and workmanlike manner in conformity with these Terms and Conditions. Seller shall have no right to cease performance hereunder or to permit the prosecution of the work under this Order to be delayed. Buyer shall, subject to its right to withhold or offset amounts pursuant to this Order, continue to pay Seller undisputed amounts in accordance with this Order; provided, however, the occurrence of any negotiation or litigation shall not prevent or affect Buyer from exercising its rights under this Order, at law, or in equity, including Buyer’s right to terminate pursuant to Sections 13 or 14.

15. BUYER’S RIGHTS & REMEDIES: This Order’s termination or cancellation by Buyer shall not prejudice any claim for damages or non-performance Buyer would otherwise have against Seller. The rights and remedies of Buyer set forth in this Order are not exclusive and are in addition to all other rights and remedies of Buyer.

16. AUDIT: Seller shall maintain a true and correct set of books and records relating to the Goods and Seller’s performance of its obligations hereunder (collectively, “Records”) and shall retain all Records for a period of three (3) years after final payment hereunder or for such period as is required by Applicable Law, whichever is longer. At any time until expiration of such period, Buyer and its authorized representatives may, upon written notice to Seller, (a) inspect and audit any Records for purposes of verifying Seller’s compliance with the Terms and Conditions, and (b) reproduce and retain copies of any such Records. In the event that any error is discovered as a result of an audit conducted pursuant to this Section 16, then the parties shall remedy such error, including, if applicable, by the payment by each party of any additional amount owed by such party within thirty (30) days of such discovery.

17. ASSURANCE OF PERFORMANCE: If Buyer has reasonable grounds for insecurity about Seller’s performance of this Order, Buyer may make a demand for an adequate assurance of due performance (the “Assurance”) from Seller. This demand shall be in writing and shall state in reasonable detail the grounds for such insecurity. Upon receipt of such a demand, Seller shall promptly provide Buyer with an Assurance that is adequate in resolving the grounds for such insecurity, as reasonably determined by Buyer. Buyer may (a) suspend its performance under this Order until Buyer receives such an Assurance and (b) terminate this Order (without liability to Seller and without prejudice to any other rights or remedies Buyer may have) if Seller does not promptly provide such an Assurance.

18. INSPECTION/REJECTION: Seller shall allow Buyer to have access to Seller’s and Seller’s Subcontractors’ facilities at all reasonable times, for Buyer to observe the progress of the work and services required to be performed under this Order, to inspect or test the materials being used, and to expedite the production and delivery of the Goods. Seller shall provide sufficient, safe, and proper facilities for such access, inspection, and expedition. Neither Buyer’s approval of Seller’s proposed design, product specifications, test plans or procedures, manufacturing processes, methods, tooling, or facilities, nor Buyer’s inspection, failure to inspect, expedition, failure to expedite, acceptance of delivery, payment, or use of the Goods, shall relieve Seller of any of its obligations hereunder or be deemed an acceptance or a waiver of defects. The Goods are subject to final inspection, testing and acceptance by Buyer, notwithstanding any prior inspection, any passage of title, or any payments hereunder, with such inspection to occur at Buyer’s plant or other places designated by Buyer in writing. Buyer may reject any Goods which fail to conform to the Work Documents, the Specifications or the requirements of this Order, and such Goods shall be returned to Seller at Seller’s expense.

19. HAZARDOUS MATERIALS OR SUBSTANCES: Seller shall notify Buyer in advance of shipment, or at any other time it becomes known, if the Goods are or could be considered hazardous or dangerous, including Goods containing materials, substances, pollutants, or contaminants which could be hazardous to human health and/or the environment (“Hazardous Materials”). Seller shall (a) comply with Applicable Law relating to the protection of the environment, including those related to the transportation, management, or disposal of Hazardous Materials, and (b) furnish Buyer with copies of all relevant information concerning the physical, chemical, and toxicological properties of the Goods, and emergency steps to be used in the event of a health, safety, or environmental incident involving the Goods.

20. SELLER DEVELOPED INFORMATION: As between Buyer and Seller, Seller shall retain ownership of all proprietary intellectual property rights owned by Seller and developed by it prior to this Order (hereinafter referred to as “Seller’s Intellectual Property”), regardless of whether such Seller’s Intellectual Property is included in the Work Documents, and nothing in this Section 20 shall result in a transfer of ownership of any Seller’s Intellectual Property or the proprietary intellectual property owned and developed by Subcontractors outside of this Order (“Third Party Intellectual Property”). Seller’s Intellectual Property shall not include any Buyer data or Confidential Information. With respect to such Seller’s Intellectual Property and Third Party Intellectual Property relating to the Work Documents or this Order, Seller hereby grants Buyer an irrevocable, non-exclusive, perpetual, royalty-free and fully paid-up right and license (including with right to assign such license without consent) to use, modify, copy, and in any other way exploit such Seller’s Intellectual Property and Third Party Intellectual Property for any purpose relating to the Work Documents or this Order. Subject to the above, all intellectual property and results of services, including Work Documents and all other documents, materials, software, or information developed, authored, conceived, originated, prepared, or created by or on behalf of Seller as a result of the relationship created under this Order, including, without limitation, any invention, discovery, know-how, or improvement conceived or reduced to practice in connection with this Order (collectively, “Seller Developed Information”), shall be transferred to Buyer upon the earlier of the delivery of the Goods or the cancellation or termination of this Order for any reason. All Seller Developed Information shall be deemed to be the sole and exclusive property of Buyer, as well as “works made for hire” as contemplated by the U.S. Copyright Act (17 U.S.C. § 101). To the extent any rights, title, or interest (including intellectual property rights) in or to any Seller Developed Information (or any element thereof) do not vest in Buyer, including where any Seller Developed Information is not eligible for “works made for hire” treatment, Seller hereby irrevocably assigns, at no additional cost, all rights, title, and interest (including all intellectual property rights) in and to such Seller Developed Information to Buyer. Seller agrees to do all things reasonably necessary to protect the interests of Buyer in the Seller Developed Information, including but not limited to (i) cooperating with Buyer so that Buyer, at its expense, can obtain patents and copyrights and (ii) executing and delivering (and causing its Subcontractors and its and their respective personnel to execute and deliver) such documents as may be reasonably requested by Buyer to effect the foregoing assignment or to prosecute, register, perfect, record, or enforce Buyer’s rights in or to any Seller Developed Information. Without limiting the foregoing obligations of Seller, Seller hereby appoints Buyer as Seller’s attorney-in-fact with full irrevocable power and authority to execute any such documents if Seller refuses or, within a period deemed reasonable by Buyer, otherwise fails to do so. To the extent rights in or to any Seller Developed Information (or any element thereof) is not eligible for “works made for hire” treatment, then Seller hereby irrevocably assigns, at no additional cost, all rights, title and interest (including all intellectual property rights) in and to such Seller Developed Information to Buyer. To the extent rights in or to any Seller Developed Information (or any element thereof) are not assigned by Seller to Buyer, Seller hereby grants to Buyer a nonexclusive, perpetual, sub-licensable (through multiple tiers), irrevocable, transferable, worldwide, fully paid-up, and royalty-free license to all of the Seller Developed Information, to use, copy, distribute, display, modify, maintain, support, and create derivative works of the same at Buyer’s sole discretion.

21. CONFIDENTIAL INFORMATION: Seller covenants and warrants that it and its employees, officers, directors, and agents shall keep strictly confidential all Seller Developed Information, and all information (in any form, including, without limitation, oral or visual, or recorded in writing or electronically, or in any other form or medium or by any other method) received by, becoming known to, or observed by Seller concerning Buyer’s inventions, discoveries, know-how, trade secrets, improvements or methods, business plans, ventures or practices, products, operations, facilities, processes, intentions, enterprises, explorations, mining information, manufacturing or other plant design, location of operation, or any other information affecting the business operations or affairs of Buyer (collectively, “Confidential Information”) and shall not sell, trade, publish, or otherwise disclose any such Confidential Information to any party in any manner whatsoever, including by means of photocopy, reproduction, or electronic media, without the prior written consent of Buyer, except that Seller may disclose such Confidential Information (a) to Seller’s agents, employees and representatives who have a clear need to know such Confidential Information in connection with this Order and who are subject to confidentiality obligations as least as stringent as those contained in this Order and to which Buyer is a third-party beneficiary; provided that Seller shall be liable for any unauthorized disclosure by such agents, employees and representatives, or (b) to the extent such Confidential Information is required to be disclosed under Applicable Law or stock exchange regulations, provided that Seller, subject to Applicable Law, gives prompt written notice to Buyer prior to such disclosure to afford Buyer an opportunity to object to or limit the information required to be disclosed; provided also that Seller ensures such disclosures shall be in writing and marked “Confidential”; and provided further that, in any case, Seller shall only disclose that portion of the Confidential Information that, in the opinion of Buyer’s legal counsel, is required to be disclosed. Seller will (i) use the Confidential Information only for performing the Order, (ii) protect the Confidential Information with at least a reasonable standard of care to prevent unauthorized disclosure of the Confidential Information, (iii) promptly notify Buyer if any Confidential Information is disclosed in breach of this Order, (iv) ensure that any copies of Confidential Information are marked “Confidential”, and (v) stop using and promptly return or destroy all Confidential Information and all copies thereof (except the terms of the Order) upon the earlier of termination of this Order or upon Buyer’s request, except that Seller may retain one (1) record set of the Work Documents, subject to its confidentiality obligations set forth herein. Notwithstanding restrictive legends to the contrary, no confidentiality obligations will be imposed on Buyer by acceptance of materials supplied by Seller.

The term Confidential Information shall be deemed not to include information that, as shown by written or electronic evidence of Seller: (1) is already lawfully known to Seller and is not otherwise governed by a confidentiality obligation, (2) is already in possession of the public or becomes available to the public other than through the act or omission of Seller, (3) is acquired independently by Seller from a third party that has the right to disseminate such information at the time it is acquired by Seller, or (4) is developed by Seller independently of Confidential Information, other than Seller Developed Information.

All Confidential Information shall be and remain the sole property of Buyer. Seller agrees that money damages would not be an adequate remedy for any breach of its obligations related to the non-disclosure of Confidential Information and that Buyer will be entitled to seek specific performance and other equitable relief by way of injunction if Seller or any of its representatives’ breaches or threatens to breach any provision related to the non-disclosure of Confidential Information. Seller further agrees to waive any requirement for the posting of a bond in connection with any such equitable relief. The foregoing remedies shall not be deemed to be exclusive remedies for a breach of this Section by Seller or any of its representatives but shall be in addition to all other remedies available to Buyer, at law or in equity.

22. PUBLICITY: Except to the extent required by Applicable Law, Seller shall not issue or release for publication, or make any reference to Buyer Party or any member thereof in, any press release, public announcement, advertising, circular, promotional material, or publicity matter in any form (including print, electronic, or interview) relating to Buyer or its business, affairs or facilities, the existence of this Order or the subject matter hereof and shall not use the name, logo, or trademarks of Buyer Party without the prior written consent of Buyer.

23. INTELLECTUAL PROPERTY INDEMNITY: Seller indemnifies, defends and holds harmless the Buyer Parties and all users and purchasers of the Goods from and against any and all costs (including reasonable attorneys’ fees and other costs of litigation, defense or settlement), expenses, claims, demands, damages, injunctions, orders, awards, settlements, losses, liabilities, liens, encumbrances, and causes of action, of every kind and character (collectively, “Claims and Losses”) arising out of or relating to any actual or alleged infringement of any patents, copyrights, trade secrets, trade names, know-how, software, shop rights, moral rights, licenses, designs, processes, formulas, or other intellectual property rights, in the manufacture, use or disposition of any Goods or other article or material supplied hereunder, or the use of any process in the performance of any work or services hereunder, except to the extent the design for such Goods, article, material or process was supplied by Buyer. In addition to the foregoing obligations to indemnify, defend and hold harmless, Seller shall have the obligation to: (a) procure for Buyer the right to continue using the Goods; or (b) modify or replace the Goods so that the Goods no longer infringe any such copyright, patent, trade secret or other intellectual property right; provided, however, that such modification or replacement shall not materially alter the operational characteristics of the Goods, and the same functions and performance provided by the Goods remain intact following such modification or replacement.

24. OTHER INDEMNIFICATION:

24.1 General Indemnity by Seller. Except as may be otherwise provided in this Order, Seller shall release, protect, defend, indemnify, and hold harmless Buyer Party from and against any and all Claims and Losses arising out of or related to any death or personal or bodily injury or disability of any employee or contractor of Seller Party, arising out of or related to this Order. SELLER’S OBLIGATIONS UNDER THIS SECTION 24.1 SHALL APPLY REGARDLESS OF WHETHER CAUSED OR CONTRIBUTED TO BY THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR OTHER FAULT OF BUYER PARTY.

24.2 Indemnity for Buyer’s Existing Sites, Structures and Equipment.

Notwithstanding the provision of Section 24.1, Seller shall be responsible for, and shall indemnify Buyer Party for, physical damage to or physical loss of Buyer's existing site, property, structures and equipment which are located at or adjacent to where the Goods will be located or services will be performed, to the extent such damage or loss is caused by or results from the negligence, gross negligence, or willful misconduct of any Seller Party or the breach by Seller Party of its obligation under this Order.

24.3 Indemnity for Third Party Claims.

- (a) Except as may be otherwise expressly provided in Sections 24.1 and 24.2, Seller shall release, protect, defend, indemnify, and hold harmless Buyer Party from and against all Claims and Losses directly or indirectly asserted by a Third Party for any death or personal or bodily injury or disability, or any property damage or loss asserted by a Third Party, but only to the extent resulting from the negligence, gross negligence or willful misconduct of any of Seller Party.
- (b) For purposes of this Section 24.3, "Third Party" shall mean any person or entity not a contractor, employee, or affiliate (or contractor or employee of an affiliate) of Seller.

24.4 Lien Indemnity. To the fullest extent permitted under Applicable Law, and except for liens filed by Seller if Buyer fails to pay an undisputed amount hereunder, Seller indemnifies, defends and holds harmless the Buyer Parties from and against any and all Claims and Losses arising out of or related to any claim or lien for labor performed or material furnished or relating to any security interest or other kind of lien, charge or encumbrance arising directly or indirectly out of or in connection with this Order. Seller shall promptly discharge its obligations to its laborers, materialmen, Subcontractors, and creditors and shall ensure that its Subcontractors promptly discharge their obligations to their laborers, materialmen, subcontractors, and creditors. In the event any lien is filed by one of Seller's Subcontractors who has furnished labor or material, Seller will, at Seller's own expense, take steps to promptly remove the lien by bond or otherwise. Buyer may pay directly to a third party the amount of any claim against Seller in connection with the performance of this Order, or pay to a surety the amount charged by the surety to remove a lien by bonding or other procedures, in which event the amount so paid as well as related costs including, without limitation, litigation costs, courts costs, other costs of defense or dispute resolution, reasonable attorneys' fees and amounts paid in settlement, may be withheld from sums due Seller hereunder, or if not so withheld then such amount shall be paid by Seller to Buyer upon demand by Buyer.

24.5 Indemnity for Environmental Claims. Notwithstanding the provisions of Sections 24.1 through 24.2, Seller shall, to the extent caused by or contributed by any act or omission of any member of Seller Party, release, protect, defend, indemnify, and hold harmless Buyer Party from and against any and all Claims and Losses relating to, resulting from or arising out of the following, including all Claims and Losses associated with any Response Action: (1) the use, handling, management, disposal, Release, or threatened Release of any Hazardous Material; or (2) any current or hereinafter enacted Applicable Law to any Hazardous Materials used by or under the control of any member of Seller Party.

The obligations under this Section 24.5 include liability for any Response Actions undertaken pursuant to or in accordance with the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), or for any other Applicable Law. This indemnity is a private contractual arrangement, enforceable between Buyer and Seller without regard to the terms of any duty either may owe to any third parties, including any governmental entity, under any Applicable Law.

For purposes of this Section 24.5,

- (a) "Hazardous Material" means any wastes, explosives, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, polychlorinated biphenyls (PCBs), and naturally occurring radioactive materials; (b) any chemicals, pollutants, contaminants, wastes, degradation by-products, toxic substances or other materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "dangerous waste," "toxic substances," "toxic pollutants," "toxic waste," "special waste," "contaminants" and "pollutants" or words of similar import as defined in or identified under any Applicable Law; and (c) any other chemical, element, compound, or other material or substance, exposure to which or use of which is now or hereafter prohibited, limited, or regulated under any Applicable Law or Buyer's environmental policies and procedures applicable to Seller's provision of the Goods under this Order;
- (b) "Release" means the release, spill, emission, escaping, leaking, pumping, pouring, injection, deposit, disposal, discharge, dispersal, leaching, migration, or movement into the environment (indoor or outdoor) of any Hazardous Materials, including the abandonment or discarding of Hazardous Materials in any manner not consistent with any Applicable Law or Buyer's environmental policies and procedures applicable to Buyer's performance under this Order; and
- (c) "Response Action" means any action to identify, characterize, assess, investigate, remove, remediate, respond to, contain, abate, take corrective action with respect to, monitor, treat, reduce (whether by volume, toxicity or otherwise) or in any other way address known or suspected Hazardous Materials in the indoor or outdoor environment (including within buildings and other structures), including any restoration of the environment or natural resources associated with any of the foregoing.

24.6 Indemnity for Employment Related Claims and Claims for Additional Compensation.

- (a) Notwithstanding the provisions of Sections 24.1 through 24.3, Seller shall release, protect, defend, indemnify, and hold harmless Buyer Party from and against any Claims and Losses arising from any employment-related Applicable Law arising out of or related to Seller Party's provision of the Goods, including the provisions of any anti-discrimination or harassment act or statute, the Fair Labor Standards Act or similar state law, and OSHA.
- (b) Seller shall also release, protect, defend, indemnify, and hold harmless Buyer Party from and against any and all Claims and Losses arising out of or related to allegations by Seller Party that any additional compensation or remuneration that is not agreed to in writing in this Order is due to Seller.

24.7 Indemnity for Compliance with Applicable Law. Notwithstanding the provisions of Sections 24.1 through 24.4 and Section 24.6, Seller shall release, protect, defend, indemnify, and hold harmless Buyer Party from and against any Claims and Losses arising out of the actual or alleged failure of any member of Seller Party to comply with Applicable Law.

24.8 Anti-Indemnity Savings Clause. Notwithstanding anything else herein to the contrary, if any tribunal determines that any provision to release, protect, defend, indemnify, or hold harmless herein (or any part of such provision) is unenforceable because such provision provides for any Buyer Party to be protected, defended, indemnified or held harmless for its own negligence, gross negligence or other fault, then such provision shall be construed as written, except that: (a) no Buyer Party shall be released, protected, defended, indemnified, or held harmless for its own negligence, gross negligence or other fault, and (b) Seller shall release, protect, defend, indemnify, and hold harmless the Buyer Parties from and against all Claims and Losses covered by such indemnity provision to the extent resulting from the negligence, gross negligence or willful misconduct of any Seller Party. In the event that a court or any tribunal shall determine that any Applicable Law shall subject this Order to other limitations (other than that described in the preceding sentence) on the parties' freedom to obligate themselves to indemnify or insure each other, then the terms of this Order shall be construed to provide the maximum permissible amount of protection from liability to the party claiming the benefit of indemnity or insurance.

25. INSURANCE: At all times during the term of this Order and until expiration of Seller's warranties hereunder, Seller shall obtain and maintain in effect, at its sole cost and expense, the following types and amounts of insurance:

- (i) Commercial general liability insurance, including products/completed operations and contractual liability with minimum limits of \$2,000,000 per occurrence, covering bodily injury and property damage.
- (ii) Commercial automobile liability insurance (if any motor vehicle is used in performing under this Order), covering owned, non-owned, and hired vehicles with minimum limits of \$1,000,000 per accident, covering bodily injury and property damage.
- (iii) Employer's liability insurance, with minimum limits of \$1,000,000 per accident, \$1,000,000 policy limit, \$1,000,000 each employee.
- (iv) Any statutorily required worker's compensation, including coverage for occupational disease claims, including alternate employer endorsement, or any similar statutorily required social insurance, and, if applicable, Maritime Coverage and United States Longshore and Harbor Workers Compensation Act endorsements.

The insurance coverage required under this Order shall be placed with insurance companies with a minimum financial rating of A.M. Best A- VII or equivalent.

Seller's obligation to procure and maintain insurance pursuant to this Section may be fulfilled by a combination of primary or excess insurance and deductibles or self-insured retentions. Any such deductibles or self-insured retentions shall be borne by, and be the sole responsibility of, Seller. Excess/umbrella coverage shall be no less restrictive than the scope of the coverage afforded by the primary layer.

Only to cover to the fullest extent of Seller's liabilities and obligations under or in connection with this Order the insurance coverage required under this Order shall: (i) be primary and non-contributing with any other insurance available to Buyer, (ii) provide for a waiver of underwriters' and insurance companies' rights of subrogation against Buyer, its members, subsidiaries, and affiliated companies or against their respective agents, employees, officers, invitees, servants, contractors, Subcontractors, underwriters, and insurance companies on all such policies, unless specifically prohibited by local statutory requirements, and (iii) name Buyer, its members, partners, subsidiaries, and affiliated companies and their respective employees, officers, and agents as additional insured in each of Seller's policies except worker's compensation.

The insurance coverage required under this Order shall be additional security for Seller's liability and shall not limit such liability, nor shall such requirements be considered the ultimate amount or types of insurance Seller should carry.

Seller shall assure that if any of the above required insurance coverages are written with annual or policy term aggregate limits, there will be sufficient limits available to meet the per accident or occurrence limits required above throughout the term of this Order. In the event that liability for any loss or damage is denied by the underwriter or underwriters in whole or in part due to the breach of said insurance by Seller, or for any other reason attributable to Seller (including failure to maintain any of the insurance herein required), then Seller shall release, protect, defend, indemnify and hold harmless Buyer Party from and against any Claims and Losses which would otherwise have been covered by said insurance.

If requested by Buyer, Seller shall promptly furnish Buyer with insurance certificates evidencing the coverages required by this Section. Copies of endorsements evidencing the required additional insured status and waiver of subrogation provision shall be attached to the insurance certificates. Seller agrees that it will not cancel, reduce, restrict, or materially change the policy in a way that adversely affects Seller's or Buyer's rights under such policy (including any endorsements) without giving Buyer thirty (30) days' advance written notice. Buyer may request verification of insurance evidenced in the certificates of insurance from Seller's insurance agent or broker, and Seller shall authorize and facilitate the prompt furnishing of that verification. Buyer's failure to request, or respond to, any deficient insurance certificate received by Buyer shall not constitute a waiver of Buyer's rights, or Seller's insuring obligations, under this Section. No insurance certificate or other evidence of insurance will serve to amend the insurance requirements herein without consent of Buyer.

26. FORCE MAJEURE: Seller or Buyer shall each be excused from performing its obligations under this Order if and only to the extent that such performance is directly and materially delayed or prevented by an event reasonably beyond the control of such party and that was not reasonably foreseeable and that occurs without the fault or negligence of such party, and limited to the following (each as applicable, a "Force Majeure Event"): catastrophic floods and named storms, tornadoes, hurricanes, lightning strikes, and earthquakes directly impacting work or services under this Order, any strike or labor dispute (excluding strikes or labor disputes involving only employees or staff of any Seller Party), explosions and fires not caused by a Seller Party, commercial embargoes, epidemics (other than Existing COVID-19 Restrictions), riots, governmental actions, sabotage, acts of terrorism, or war. The party affected by such Force Majeure Event shall give written notice thereof to the other party as soon as reasonably practicable, but not later than three (3) business days after the occurrence thereof, with such notice setting forth the details of the Force Majeure circumstances, including the duration and extent of such circumstances. Failure to give notice of a Force Majeure Event within such period of time shall be deemed an irrevocable waiver with respect to such Force Majeure Event. The party affected by such Force Majeure Event shall also give written notice to the other party when the affected party believes the delay occasioned by such Force Majeure Event has ended. For purposes of clarity, a "Force Majeure Event" does not include (a) normal wear and tear, random flaws, or breakdowns of materials and equipment used by Seller Party in the performance of its obligations under this Order, (b) late arrival or lack of availability of personnel, (c) market conditions or fluctuations (including a downturn in the business of any Seller Party), (d) weather conditions, including storms, rain, snow, and precipitation (other than catastrophic floods and named storms directly impacting the work or services performed under this Order), (e) events involving a condition that existed as of the effective date of this Order, and (f) Existing COVID-19 Restrictions (provided that, if additional restrictions and limitations to the Work arise from a COVID-19 variant that did not exist as of the effective date of this Order, then such additional restrictions and limitations shall constitute a Force Majeure event). The burden of proof as to whether a Force Majeure event has occurred shall be upon the Party claiming Force Majeure. "Existing COVID-19 Restrictions" means all Applicable Law and all restrictions and limitations with respect to the performance of the work or services under this Order arising out of severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), as identified by the World Health Organization and further abbreviated by such organization as "COVID-19", existing as of the effective date of this Order.

The party affected by a Force Majeure Event shall use due diligence and reasonable commercial efforts (including the expenditure of reasonable funds) and take reasonable precautions to prevent and mitigate the effects of the occurrence or continuation of such Force Majeure Event on the performance of its obligations and the date for delivery or performance shall not be extended pursuant to this Section 26 to the extent that such efforts, if made, would have mitigated such adverse effects. The party affected by a Force Majeure Event shall promptly resume such obligations following the cessation of such Force Majeure Event. In no event shall Seller be entitled to any price adjustment or other financial relief under this Order as a result of any Force Majeure Event.

If a Force Majeure Event diminishes the quantity of available Goods, Seller shall provide Buyer with at least the portion of Goods available that Buyer would receive under a fair and equitable allocation among Buyer and Seller's other customers with written contracts, and Buyer shall be entitled to purchase from a third party the quantity of Goods not delivered by Seller due to the Force Majeure Event, and, in such event, the amounts so purchased from third parties shall be deducted from the quantity to be purchased by Buyer under this Order. This Order shall otherwise remain unaffected; provided, however, that Buyer may, at its sole option, terminate this Order if a Force Majeure Event continues for thirty (30) consecutive days.

27. **LAWS AND REGULATIONS:** Seller represents and warrants that performance of this Order and all Goods, including the manufacture and transportation of the Goods, will be in strict compliance with (a) all Applicable Law, including anti-corruption/anti-bribery laws, international trade control compliance laws, and all applicable export control Laws (including (i) all Applicable Law relating to import, export, re-export, and transfer of products, software, technical data, services, and technologies, and (ii) all comparable applicable laws outside the United States) (collectively, "Export Control Laws"), and (b) the Responsible Care(r) initiative of the American Chemistry Council. At all times while Seller's employees or other representatives are on Buyer's premises, they shall act in strict compliance with all of Buyer's policies on health, environment, safety, security, and substance abuse which Seller shall be deemed to have received, reviewed and understood prior to entering onto Buyer's premises. In no event shall Seller be entitled to any adjustment of the compensation or delivery schedule agreed to in this Order as a result of compliance with such policies and procedures or any removal of any personnel necessitated by non-compliance. Prior to the performance of any work or the rendering of any services pursuant to this Order, Seller shall procure at its expense all permits, certificates and licenses required in connection with the performance of such work and services. Seller represents that neither Seller nor any of its shareholders, directors, officers, or employees is a target of economic sanctions laws and regulations, including those of the European Union, United Kingdom, United Nations, or United States ("Sanctions"). Seller further represents and warrants that it is not owned 50% or more by any person or entity that is a target of Sanctions, and is not located or organized in, or owned 50% or more by, persons resident in, or entities organized in, a jurisdiction that is subject to comprehensive Sanctions (currently, Cuba, Iran, North Korea, Syria, and the Donetsk, Luhansk, and Crimea Regions of Ukraine) ("Sanctioned Jurisdiction"). Seller warrants that none of the Goods will be procured, manufactured, sourced, or otherwise originate, from a Sanctioned Jurisdiction. Seller acknowledges that Buyer has entered into this Order based upon various factors, including the reputation of Seller, leading Buyer to believe that Seller and its Subcontractors and representatives will not violate, or cause Buyer or its affiliates to violate any Applicable Laws. Seller acknowledges that it has accessed and reviewed a copy of Occidental Petroleum Corporation's Code of Business Conduct (located at <http://www.oxy.com/investors/Governance/Pages/Code-of-Business-Conduct.aspx>) and Occidental Chemical Corporation's Supplier Code of Conduct (located at [http://www.oxy.com/OurBusinesses/Chemicals/Documents/OxyChem\\_Supplier\\_Code\\_of\\_Conduct.pdf](http://www.oxy.com/OurBusinesses/Chemicals/Documents/OxyChem_Supplier_Code_of_Conduct.pdf)).

28. **EMPLOYMENT:** Seller represents and warrants that it will comply with all Applicable Laws prohibiting discrimination against any applicant for employment or employee for reasons based on race, color, religion, sex, age, marital status, political preference, sexual orientation, gender identity, national origin, protected status, or disability status.

29. **ASSIGNMENT:** This Order shall be binding on Buyer and Seller and their respective successors and permitted assigns. Seller shall not assign, subcontract, novate (including by change of ownership or control, by operation of law or otherwise) this Order or any interest herein (including payment), or delegate its duties under this Order, in whole or in part, without Buyer's prior written approval. Any attempted assignment, subcontract, novation, consent, or delegation without such approval shall be void and shall constitute a material breach of this Order.

30. **WAIVER AND MODIFICATION:** No claim of waiver, modification, supplement, amendment, consent, or acquiescence with respect to any provision of this Order or the transactions contemplated hereunder shall be made against either Buyer or Seller except on the basis of a written instrument executed by or on behalf of such party. No waiver of any of the provisions of this Order by Buyer or Seller, nor default by the other hereunder, shall be deemed or shall constitute a waiver by such party of any other provision, nor shall any such waiver constitute a continuing waiver.

31. **CONTINUING OBLIGATIONS:** In the event of termination or expiration of this Order, the provisions pertaining to warranty, indemnity, audit, confidentiality, insurance, dispute resolution, and governing law shall remain in full force and effect.

32. **SEVERABILITY:** If any provision of this Order is or becomes invalid, illegal, or otherwise void, the remaining provisions of this Order shall not be affected and shall continue in full force and effect. If such invalidity, illegality or voidness becomes known or apparent to a party, that party shall promptly notify the other party, and the parties shall promptly negotiate in good faith in an attempt to make appropriate changes to this Order to achieve as closely as possible, consistent with Applicable Law, the intent and spirit of that illegal, invalid or void provision, and in the event that, for any reason, such changes are not made, then the invalid, illegal or void provision shall be reformed so as to effect, to the fullest extent possible consistent with Applicable Law, the original intent and spirit of such invalid, illegal or void provision.

33. **NOTICES:** Except as otherwise specifically provided in this Order, any notice to be given to either party shall be in writing and shall be sufficient if personally delivered as evidenced by a signed receipt; delivered by overnight courier; or sent certified mail, return receipt requested, postage prepaid to the address indicated for such party in this Order or such other address as such party may by notice designate to the other party. Any notice shall be deemed delivered when: (a) delivered in person or by overnight courier; or (b) on the third business day after the date mailed in the manner set forth above.

34. **HEADINGS:** The section headings or titles in these Terms and Conditions are included for ease of reference only and do not affect any part of the text or affect its meaning or interpretation. The terms of these Terms and Conditions will not be construed against either party on account of either party being considered the drafter of these Terms and Conditions or any provision herein. The terms "include," "includes," and "including" or variant thereof mean including without limitation unless expressly stated to the contrary.

35. **GOVERNING LAW AND JURISDICTION:** THE PARTIES AGREE THAT THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THIS ORDER, WITHOUT THE APPLICATION OF CHOICE OF LAWS RULES. THE PARTIES VOLUNTARILY SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE FEDERAL OR STATE COURTS OF DALLAS OR HARRIS COUNTIES IN THE STATE OF TEXAS FOR THE ADJUDICATION OF THEIR LIABILITIES AND RESPONSIBILITIES UNDER THIS ORDER, INCLUDING THE RESOLUTION OF ANY CLAIM, DISPUTE, CONTROVERSY, DIFFERENCE, DISAGREEMENT, OR GRIEVANCE (OF ANY AND EVERY KIND OR TYPE, WHETHER BASED IN CONTRACT, TORT, STATUTE, REGULATION OR OTHERWISE) ARISING OUT OF, CONNECTED WITH, OR RELATING IN ANY WAY TO THIS ORDER (INCLUDING THE CONSTRUCTION, VALIDITY, INTERPRETATION, TERMINATION, ENFORCEABILITY, OR BREACH OF THIS ORDER), ALL OF WHICH SHALL BE FINALLY DECIDED BY LITIGATION BROUGHT EXCLUSIVELY IN THE FOREGOING JURISDICTIONS. EACH PARTY AGREES TO IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND THE LAWS OF THE STATE OF TEXAS, ANY CLAIM OR OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE, THAT VENUE OR PERSONAL JURISDICTION IS NOT PROPER WITH RESPECT TO ANY SUCH DISPUTE, INCLUDING ANY CLAIM THAT ANY DISPUTE BROUGHT IN SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. IF A DISPUTE OR CLAIM ARISES OUT OF THIS ORDER, SELLER SHALL CONTINUE TO PERFORM UNDER THIS ORDER PENDING RESOLUTION OF SUCH DISPUTE OR CLAIM IN ACCORDANCE WITH THIS ORDER.

36. **CONSEQUENTIAL DAMAGES:** NEITHER PARTY SHALL BE LIABLE IN AN ACTION INITIATED BY ONE AGAINST THE OTHER FOR SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF VALUE, LOSS OF PRODUCTION, LOSS OF FINANCIAL ADVANTAGE, LOSS OF PROFIT OR BUSINESS INTERRUPTIONS, IN EACH CASE, RESULTING FROM OR ARISING OUT OF THIS ORDER, HOWEVER THE SAME MAY BE CAUSED EXCEPT TO THE EXTENT THAT SELLER IS REQUIRED UNDER THESE TERMS AND CONDITIONS TO PROTECT, DEFEND, INDEMNIFY OR HOLD HARMLESS BUYER PARTY FOR CLAIMS AND LOSSES OF A PERSON (OTHER THAN BUYER) THAT WOULD BE DEEMED TO BE INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES UNDER THIS SECTION 36.

37. **ANTI-CORRUPTION:** In connection with this Order and all work performed hereunder, Seller has not and will not offer, promise to pay or authorize the payment, directly or indirectly, any monies or anything else of value to any current or former government official, any political party or official of a political party, any candidate for public office, or any close family members of these individuals, in order to obtain or retain business, direct business to another person or entity, or to obtain an improper advantage. Seller acknowledges that, for purposes of this Order, a "government official" is (i) any officer or employee of a governmental entity, (ii) any officer or employee of a public international organization such as the United Nations or the World Bank; (iii) any individual acting in an official capacity for or on behalf of a governmental entity or of a public international organization; (iv) any officer or employee of a company owned or controlled by a governmental entity; or (v) any member of a royal family who may lack formal authority but who may otherwise be influential, including by owning or managing state-owned or controlled companies. Neither will Seller, in connection with the Order and all work performed hereunder, provide, offer, promise, or authorize or direct to provide, directly or indirectly, any hospitality or entertainment to any government official, including employees of state-owned entities, that is excessive, extravagant, or that could otherwise create an appearance of impropriety related to this Order or any work performed hereunder.

38. **ELECTRONIC COPY:** Buyer and Seller specifically agree that an electronically maintained copy of this Order and any amendments thereto, including Change Orders ("Electronic Copy") may be utilized for any and all purposes that an original copy of this Order could be utilized, including but not limited to, evidentiary purposes in an administrative, legal or equitable proceeding. To that end, both parties waive any and all objections that they have or may have to the introduction and use of an Electronic Copy of this Order in any administrative, legal or equitable proceeding under any rules of evidence, including but not limited to, the so-called "Best Evidence Rule."