



Occidental Chemical Corporation
 A subsidiary of Occidental Petroleum Corporation

PURCHASE ORDER

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

ADDRESS CORRESPONDENCE REGARDING THIS ORDER TO:

Cooper, Emily
 1000 Tidal Road
 DEER PARK TX 77536
 USA
 TEL: 281-476-2945
 FAX:
 EMAIL: Emily_Cooper@oxy.com

PURCHASE ORDER NO. VERSION NO. REFERENCE

4503149268

DATE 03/27/2024 PAGE 1 OF 9

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 DEST FRT PREPAY & ADD

SITE REPRESENTATIVE:
 Thomas Putnam 361-776-6065

* WORK
 SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE HEREOF AND IN THE EXHIBITS ATTACHED HERETO, CONTRACTOR SHALL SUPPLY ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, SUPERVISION, INSURANCE AND ALL ITEMS OF EXPENSE NECESSARY TO PERFORM THE "WORK" DESCRIBED BELOW, ON THE "WORK SITE" TO BE PROVIDED BY OXYCHEM.

* DESCRIPTION OF WORK:
 PROVIDE ALL LABOR, MATERIAL, EQUIPMENT AND SUPERVISION TO:

Rebuild Nash CL1502 C/I Vacuum Pump

PRICING PER PROPOSAL #: 24PMS070

* CONFLICT OF DOCUMENTATION:
 ANYTHING MENTIONED IN THE SPECIFICATIONS AND NOT SHOWN ON THE DRAWINGS, OR NOT MENTIONED IN THE SPECIFICATIONS AND SHOWN ON THE DRAWINGS, SHALL BE OF LIKE EFFECT AS IF SHOWN OR MENTIONED IN BOTH. IN CASE OF CONFLICT, THE ORDER OF PRECEDENCE SHALL BE AS FOLLOWS IN RESOLVING SUCH CONFLICT: THE PURCHASE ORDER FACE, EXHIBIT A AND EXHIBIT B, ANY OTHER EXHIBITS, THE DRAWINGS AND SPECIFICATIONS, THE MODEL.

* TIME SCHEDULE:
 CONTRACTOR AGREES TO COMMENCE ON DATE PROVIDED BY THE OXYCHEM SITE REPRESENTATIVE AND TO

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



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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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PROCEED WITH THE WORK AS RAPIDLY AS MAY BE CONSISTENT WITH GOOD WORK PRACTICES AND TO COMPLETE ON DATE PROVIDED BY THE OXYCHEM SITE REPRESENTATIVE.

*** PRICE:**

"FOR TIME AND MATERIAL PURCHASE ORDERS:
THE WORK SHALL BE EXECUTED ON A 'TIME AND MATERIAL' BASIS IN ACCORDANCE WITH YOUR PUBLISHED RATES PRESENTLY ON FILE WITH THE TEXAS REGIONAL PURCHASING DEPARTMENT.
AUTHORIZATION FOR THIS PURCHASE ORDER IS NOT TO EXCEED TOTAL AMOUNT AS DEFINED ON FACE OF PO WITHOUT THE EXPRESS WRITTEN CONSENT OF OXYCHEM PURCHASING.
FOR FIXED AMOUNT OR LUMP SUM PURCHASE ORDERS:
TOTAL LUMP SUM AMOUNT WILL BE PAID UPON COMPLETION OF ENTIRE STATED WORK SCOPE.
AUTHORIZATION FOR THIS PURCHASE ORDER IS NOT TO EXCEED TOTAL AMOUNT AS DEFINED ON FACE OF PO WITHOUT THE EXPRESS WRITTEN CONSENT OF OXYCHEM PURCHASING."

*** CONTRACTOR INVOICING:**

"UNLESS INSTRUCTED OTHERWISE, INVOICES SHOULD BE MAILED TO THE ADDRESS ON THE FACE OF THIS PURCHASE ORDER, BOTTOM LEFT CORNER. INVOICES MAILED TO ANY OTHER ADDRESS MAY BE RETURNED TO VENDOR UNPAID.
INVOICES WILL NOT BE ACCEPTED FOR ANY WORK AFTER 6 MONTHS FOLLOWING THE COMPLETION OF THE WORK.
CONTRACTOR WILL BE PAID ON A COMPLETION PERCENTAGE AS MUTUALLY AGREED UPON BETWEEN CONTRACTOR'S REPRESENTATIVE AND OXYCHEM'S SITE REPRESENTATIVE.
UPON OXYCHEM REQUEST, A NOTARIZED MECHANIC'S LIEN RELEASE SHALL BE FURNISHED TO OXYCHEM BY CONTRACTOR BEFORE RELEASE OF THE FINAL PAYMENT.
INVOICES FOR SERVICES PROVIDED UNDER THIS PURCHASE ORDER SHALL BE SUBMITTED TO OXYCHEM WEEKLY OR WITHIN TEN (10) CALENDAR DAYS OF THE TERMINATION OF SERVICES UNDER THIS PURCHASE ORDER AND MUST REFLECT ALL MONIES OWED FOR THE PERIOD INVOLVED.
FOR TIME AND MATERIAL PURCHASE ORDERS:
DAILY TIME AND MATERIAL SHEETS MUST BE SUBMITTED TO OXYCHEM'S SITE REPRESENTATIVE NO LATER THAN THE MORNING FOLLOWING THE DAY WHEN THE WORK WAS EXECUTED.
ALL INVOICES MUST SHOW THE PURCHASE ORDER NUMBER, BE ACCOMPANIED WITH DAILY TIME AND MATERIAL SHEETS SIGNED BY THE OXYCHEM SITE REPRESENTATIVE, AND ANY OTHER RELEVANT NUMBERS ASSOCIATED WITH THE WORK. IF THIS INFORMATION IS NOT ON THE INVOICE, THE INVOICE WILL BE RETURNED FOR PROPER IDENTIFICATION FOR PAYMENT.
INVOICES MUST BE ITEMIZED. LABOR RATES AND MATERIAL COSTS MUST BE SEPARATED AND ITEMIZED ON INVOICES TO INSURE TIMELY PAYMENT OF INVOICES.
FOR FIXED AMOUNT OR LUMP SUM PURCHASE ORDERS:
ALL INVOICES MUST SHOW THE PURCHASE ORDER NUMBER AND ANY OTHER RELEVANT NUMBERS ASSOCIATED WITH THE WORK. IF THIS INFORMATION IS NOT ON THE INVOICE, THE INVOICE WILL BE RETURNED FOR PROPER IDENTIFICATION FOR PAYMENT."

***OXYCHEM'S SITE REPRESENTATIVE:**

Thomas Putnam 361-776-6065

WILL BE THE PRIMARY CONTACT FOR ALL INFORMAL COMMUNICATIONS BETWEEN THE OXYCHEM AND THE CONTRACTOR. THE OXYCHEM'S SITE REPRESENTATIVE WILL COORDINATE CONTRACTOR'S ACTIVITIES WITH THOSE OF OTHER CONTRACTOR'S AND OXYCHEM'S PLANT OPERATIONS. FORMAL NOTICES WILL BE GIVEN IN ACCORDANCE WITH THE NOTICES PROVISION OF THE TERMS & CONDITIONS.

*** CONTRACT ACKNOWLEDGEMENT:**

THE TERMS AND CONDITIONS SHALL APPLY AND A SIGNED ACKNOWLEDGEMENT OF THE ORDER MUST BE RETURNED WITHIN 7 DAYS OF RECEIPT OF THE WRITTEN PURCHASE ORDER. IF ANY WORK IS PERFORMED BY CONTRACTOR, THE TERMS OF THIS PURCHASE ORDER (INCLUDING ALL EXHIBITS) WILL APPLY, REGARDLESS OF WHETHER A SIGNED ACKNOWLEDGEMENT OF THE ORDER IS RETURNED.

*** FIDUCIARY RESPONSIBILITY:**

CONTRACTOR RECOGNIZES AND UNDERSTANDS THIS CONTRACT COULD BE SUBJECT TO ABUSE. CONTRACTOR UNDERTAKES A FIDUCIARY RESPONSIBILITY TO MAINTAIN THIS CONTRACT AND ASSOCIATED SERVICES AT THE HIGHEST ETHICAL STANDARDS AND WITHOUT PREFERRED TREATMENT TO ANY OF OXYCHEM'S EMPLOYEES. IT IS CONTRACTOR'S RESPONSIBILITY TO BRING TO THE ATTENTION OF OXYCHEM'S PURCHASING DEPARTMENT ANY ABUSES TO SAME. CONTRACTOR RECOGNIZES FAILURE TO FOLLOW THE SPIRIT AND INTENT OF FIDUCIARY RESPONSIBILITY COULD RESULT IN TERMINATION OF CONTRACT.

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.



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PURCHASE ORDER CONTINUATION

TO:

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Item	Material Order qty.	Unit	Description	Unit Value	Net Value
00010	26,350	Dollars		1.00	26,350.00

Overhaul CL1502 (BRINE-H370) liquid ring

Deliver To: T. Putnam
 Delivery Date: 04/24/2024

Delivery Location: main stores

Total net value excl. tax USD 26,350.00

TERMS AND CONDITIONS

I. DEFINITIONS; RULES OF CONSTRUCTION;

The terms set forth below shall have the meanings ascribed to them in this Article or in the part of this Agreement referenced below.

- 1.1 "Affiliate(s)" shall mean, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person, for which purposes "control" shall mean the ability to direct the management or policies of a Person through: (a) beneficial ownership of 50% or more of the voting shares or other securities of a Person, (b) its position as general partner of a limited partnership, (c) its position as the manager of a limited liability company, (d) through a written agreement, or (e) by being a party in a joint venture.
- 1.2 "Agreement" shall mean (a) any Order between Company and Contractor, including the terms contained on the face of such Order, and (b) these Terms and its Exhibits.
- 1.3 "Claims and Losses" shall mean any and all costs (including reasonable attorneys' fees and other costs of arbitration, litigation, defense, or settlement), expenses, claims (including claims for indemnification under other contracts, agreements, or arrangements, and claims under arbitration), demands, damages, injunctions, orders, awards, settlements, losses, liabilities, liens, encumbrances, and causes of action, of every kind and character, related to the Work performed under this Agreement, including any of the foregoing arising out of or related to any Governmental Requirements.
- 1.4 "Code" shall mean Occidental Petroleum Corporation's Code of Business Conduct, located at <http://www.oxy.com/investors/Governance/Pages/Code-of-Business-Conduct.aspx>.
- 1.5 "Company" shall have the meaning as set forth in any Order.
- 1.6 "Company Confidential Information" shall mean all Deliverables and other information (including all oral and visual information, and all information recorded in writing or electronically, or in any other medium or by any other method): (a) relating to Company's operations, facilities, processes, plans, intentions, product information, know-how, designs, trade secrets, software, market opportunities or business affairs relating to the Work, or this Agreement, (b) ascertainable by the inspection or analysis of samples, or (c) relating to the terms and provisions of this Agreement, and all of the discussions, conversations and negotiations leading to the execution and performance of this Agreement. The term Company Confidential Information shall be deemed not to include information that, as shown by written or electronic evidence of Contractor: (1) is already known to Contractor prior to Contractor performing any Work for Company 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 Contractor, (3) is acquired independently by Contractor from a Third Party that has the right to disseminate such information at the time it is acquired by Contractor, or (4) is developed by Contractor independently of Company Confidential Information, other than Deliverables.
- 1.7 "Company Default" shall have the meaning as set forth in Section 8.3.
- 1.8 "Company Group" shall mean Company and its Affiliates, its and their joint ventures, joint interest owners, co-owners, partners, if any, and their respective directors, officers, employees, and representatives, and any heirs, successors, and assigns of any of the above.
- 1.9 "Confidential Information" shall mean Company Confidential Information or Contractor Confidential Information, as applicable.
- 1.10 "Contractor" shall have the meaning as set forth in the Order.
- 1.11 "Contractor Confidential Information" shall mean all of Contractor's technical and other proprietary business information provided to Company or to which Company is given access by Contractor in connection with Contractor's performance of the Work. The term "Contractor Confidential Information" shall be deemed not to include Deliverables or information that, as shown by written or electronic evidence: (a) is already known to Company prior to Contractor performing any Work for Company and is not otherwise governed by a confidentiality obligation, (b) is already in possession of the public or becomes available to the public other than through the act or omission of Company, (c) is acquired independently by Company from a Person that has the right to disseminate such information at the time acquired by Company, or (d) is developed by Company independently of Contractor Confidential Information.
- 1.12 "Contractor Default" shall have the meaning as set forth in Section 8.2.
- 1.13 "Contractor Group" shall mean Contractor and its Affiliates, its and their joint ventures, joint interest owners, co-owners, co-lessees, subcontractors of any tier, partners, if any, and their respective directors, officers, employees, agents, subcontractors and representatives, and any heirs, successors, and assigns of any of the above.
- 1.14 "Defective" shall mean, with respect to any portion of the Work, when such Work is not in conformance with the provisions, specifications, or express requirements of Company.
- 1.15 "Deliverables" shall mean all work product and all related written reports, requirements and design documents (including newly created technical and non-technical data embodied therein), specifications, drawings, custom tooling, dies, patterns, blueprints, tracings, diagrams, models, samples, software programs, flow charts, notes, technical data, compilations, outlines and other similar documents and materials (including all intermediate versions and derivative works therefrom), that are developed, authored, conceived, originated, prepared or otherwise created by or on behalf of Contractor as a result of the relationship created under this Agreement and the Work to be performed pursuant hereto, along with all Intellectual Property Rights related thereto and arising therefrom.
- 1.16 "DOT" shall mean the United States Department of Transportation.
- 1.17 "Effective Date" shall be the date of issuance of any Order.
- 1.18 "Force Majeure" shall mean any event reasonably beyond the control of the Party claiming Force Majeure and occurring without the fault or negligence of such Party, and is limited to the following: natural disasters including, but not limited to, floods and named storms directly impacting the Work, any strike or labor dispute (excluding strikes or labor disputes involving only employees or staff of Contractor Group), explosions and fires not caused by Contractor Group, riots, governmental actions, acts of terrorism, or war. Notwithstanding the foregoing, Force Majeure shall expressly not include any of the following: (a) normal wear and tear, random flaws, or breakdowns in Materials and Equipment used by Contractor Group in the performance of its obligations under this Agreement, (b) late arrival or lack of availability of personnel, and (c) weather conditions, including storms, rain, snow, and precipitation (other than floods and named storms directly impacting the Work).
- 1.19 "Governmental Entity" shall mean, whether domestic or foreign, any federal, state, local, municipal, or other such entity, and any political subdivision thereof; any governmental, regulatory, or administrative agency, department, commission, ministry, body, board, bureau, instrumentality, or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power; and any court or governmental or administrative or regulatory tribunal, of the state of the United States or country where the Work is performed pursuant to this Agreement.
- 1.20 "Governmental Requirements" shall mean any and all applicable laws, rules, regulations, statutes, ordinances, licenses, permits, franchises, orders, exemptions, variances, directives, waivers, authorizations, certificates, consents, rights, privileges and applications therefor, decrees, writs, injunctions, codes, judgments, principles of common law; promulgated, issued, or enacted by a Governmental Entity, including any judicial or regulatory interpretations of any of the foregoing.
- 1.21 "Gross Negligence" shall mean any act or failure to act which, in addition to constituting negligence, was in reckless disregard of or wanton indifference to the consequences of such act or failure to act.
- 1.22 "Hazardous Materials" shall mean: (a) 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 Governmental Requirement; 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 Governmental Requirement or Company's environmental policies and procedures applicable to Contractor's performance of the Work under this Agreement.
- 1.23 "HESS" is the acronym for "Health, Environment, Safety and Security" and shall mean the functional areas of occupational health, industrial hygiene, environmental protection, remediation, safety, process safety and health and transportation, management of risks and security pertaining to the foregoing areas.
- 1.24 "Indemnified Party" shall have the meaning as set forth in Section 12.9 herein.
- 1.25 "Indemnifying Party" shall have the meaning as set forth in Section 12.9 herein.
- 1.26 "Intellectual Property Right(s)" shall mean all inventions, discoveries, concepts or ideas and expressions thereof, patents, copyrights, trade secrets, trade names, know-how, intellectual property, software, shop rights, moral rights, licenses, developments, research data, designs, processes, formulas, and other intangible proprietary or property rights, whether or not patentable (or otherwise subject to legally enforceable restrictions or protections against unauthorized Third Party usage), and any and all applications for, and extensions, divisions, and reissues of, any of the foregoing, and rights therein, and whether arising by statute or common law.
- 1.27 "Law" means any foreign, federal, state or local law, statute, code, ordinance, enactment, rule, regulations, order, enforcement directive, or requirement of any Governmental Entity.
- 1.28 "Materials and Equipment" shall mean all materials, equipment, facilities, machinery, apparatuses, instruments, appliances, tools, spare parts, consumables, software programs and supplies required to perform the Work.
- 1.29 "OSHA" shall mean the Occupational Safety and Health Administration created by the Occupational Safety and Health Act of 1970, as amended. This is an agency of the US Government that oversees worker's safety and health.
- 1.30 "Order" shall mean any purchase order issued by the Company to Contractor for Work or other Services.
- 1.31 "Parties" shall mean Contractor and Company individually and collectively.
- 1.32 "Person" shall mean any individual, firm, partnership, corporation, limited liability company, master limited partnership, association, joint stock company, trust, joint venture, unincorporated organization or any other legal entity.
- 1.33 "Records" shall mean a true and correct set of job-specific records, including accounts, invoices, tickets and any other documents in connection with Contractor's performance of its obligations hereunder, including but not limited to, any payments received or costs incurred by Contractor in that regard.
- 1.34 "Release" shall mean 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 Governmental Requirement or Company's environmental policies and procedures applicable to Contractor's performance under this Agreement.
- 1.35 "Response Action" shall mean 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.
- 1.36 "Services" shall mean all the activities executed by Contractor pursuant to this Agreement.
- 1.37 "Site" shall mean any real property on which Contractor will be performing the Work.
- 1.38 "Supplier Code of Conduct" shall mean Occidental Chemical Corporation's Supplier Code of Conduct, located at: http://www.oxy.com/OurBusinesses/Chemicals/Documents/OxyChem_Supplier_Code_of_Conduct.pdf.
- 1.39 "Taxes" shall mean any and all taxes, levies or other like assessments, including, but not limited to, income tax, franchise tax, profits tax, windfall profits tax, surtax, gross receipts tax, capital gains tax, remittance tax, withholding tax, sales tax, use tax, value added tax, goods and services tax, presumptive tax, net worth tax, excise tax, ad valorem tax, property tax (real, personal or intangible), inventory tax, transfer tax, premium tax, environmental tax, customs duty, stamp tax or duty, capital stock tax, franchise tax, margin tax, occupation tax, payroll tax, employment tax, social security tax, unemployment tax, disability tax, alternative or add-on minimum tax, estimated tax, and any other tax or assessment imposed, together with any and all interest, fines, penalties or similar additions thereto, whether disputed or not, by any Governmental Requirement or taxing authority of any jurisdiction.
- 1.40 "Terms" shall mean these terms and conditions and its Exhibits.
- 1.41 "Third Party" shall mean any Person not a member of Company Group or Contractor Group.
- 1.42 "Transactional Taxes" shall have the meaning as set forth in Section 14.2 herein.
- 1.43 "TSCA" shall mean the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 et seq.).
- 1.44 "Willful Misconduct" shall mean any misconduct which is done intentionally, knowingly and purposely, without justifiable excuse.
- 1.45 "Work" shall mean the performance of Services or the provision of Materials and Equipment by Contractor for Company pursuant to this Agreement.
- 1.46 Interpretation. The headings used in this Agreement are for convenience only and are not intended to be interpretative, definitive or supplemental to the respective paragraphs, provisions, Sections, or Articles of this Agreement. As used in this Agreement, the term "Article" refers to a section of the main body of an Exhibit of this Agreement and a "Section" refers to a section within an Article. As used in this Agreement, the terms "hereunder," "herein," "hereof" and words of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement, unless expressly provided to the contrary. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". Unless the context requires otherwise: (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein); (b) any reference herein to any statute, regulation or law shall be construed as referring to such statute, regulation or law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time; (c) any reference herein to any Party shall be construed to include such Party's successors and assigns (subject to the restrictions contained herein); and (d) with respect to the determination of any time period, the word "from" means "from and including" and the word "to" means "to and including".
- 1.47 No provision of this Agreement shall be interpreted or construed against any Party solely because such Party or its legal representative drafted such provision.

2. EXPRESS TERMS:

- 2.1 Company may from time to time, by itself or through one or more of its Affiliates, request that Contractor perform or provide Work to Company on a nonexclusive basis under these Terms. Company reserves the right to employ other Persons or contractors for the Work related thereto, and Contractor shall reasonably coordinate its Work and cooperate with Company's other contractors.
- 2.2 In the event of a conflict between these terms contained in an Order, the provisions of these Terms shall control, unless such conflict is specifically noted in the Order.
- 2.3 Company may execute Contractor's usual quotes, orders, tickets, timesheets, purchase or work orders, rate schedules, invoices, trip tickets, or other documents customarily required by Contractor in connection with the performance of Work; provided however, that terms and conditions, if any, contained in such quotes, orders, tickets, timesheets, purchase or work orders, rate schedules, invoices, trip tickets, or other documents shall be disregarded in the event they conflict with these Terms.
- 2.4 This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof and thereof and it supersedes all prior and contemporaneous communications regarding the same, whether written or oral. These Terms cannot be supplemented, amended, or in any manner changed or altered, except by written instrument signed by duly authorized representatives of the Parties and specifically referencing these Terms as being so amended.
- 2.5 Each Party may sign any number of identical counterparts of these Terms with the same effect as if the Parties signed the same document and all of which shall be considered one and the same Agreement. A copy of these Terms signed by a Party and delivered by facsimile transmission to the other Party shall have the same effect as the delivery of an original of these Terms containing the original signature of such Party.

3. INDEPENDENT CONTRACTOR:

- 3.1 Contractor is an independent contractor, and neither Contractor nor any of its directors, officers, employees, agents, representatives, or permitted subcontractors shall be considered, for any purpose, to be an employee, agent, or servant of Company or its Affiliates. Any provision in this Agreement whereby Company or Company's representatives would otherwise have the right to direct Contractor as to the manner of performing the Work shall be interpreted as meaning that Contractor shall follow the requests by the Company in the results to be achieved and not in the means whereby the Work is to be accomplished.

3.2 Contractor shall be solely responsible for and shall promptly pay or cause to be paid all wages, salaries, costs, expenses, benefits, contributions and charges of any nature whatsoever which accrue to Contractor's personnel arising out of or incidental to this Agreement, including overtime, vacation, severance, social security, unemployment contributions, insurance, profit sharing, welfare funds, life pensions and annuities, rest and holiday pay, as well as compensation due to sickness or disability of Contractor's personnel.

3.3 Neither Contractor nor any of its directors, officers, employees, agents, representatives, or permitted subcontractors shall have: (a) power or authority to act for, represent, or bind Company or its Affiliates in any manner whatsoever, or (b) the authority to engage or hire any Person on behalf of Company or its Affiliates, except as otherwise expressly set forth in this Agreement, and any Person whom it may engage or hire shall be deemed to be solely the employee or contractor of Contractor. All contractual obligations incurred by Contractor in connection with this Agreement shall be in the name of Contractor, as principal, and all debts, liabilities and obligations, of any nature whatsoever, imposed upon or incurred by Contractor in its performance under this Agreement shall be the sole responsibility of Contractor.

3.4 Neither Contractor nor any of its directors, officers, employees, agents, representatives, or permitted subcontractors, nor their respective spouses, heirs, executors, administrators, or permitted assigns, as the case may be, shall be entitled to, or seek to obtain from Company or its Affiliates in connection with this Agreement, any benefits or sums accorded to Company's or its Affiliates' employees, including worker's compensation, death or disability insurance, vacation, or sick pay. Contractor, on its own behalf and on behalf of all aforementioned individuals and entities, hereby waives any such potential claims and causes of action and agrees to defend, indemnify and save harmless Company, its Affiliates and their respective directors, officers, employees, agents, and representatives from any and all such claims and causes of action.

4. MATERIALS AND EQUIPMENT:

For that portion of the Work consisting of Materials and Equipment, whether provided by Contractor or its subcontractors, Contractor agrees as follows:

4.1 Contractor shall be responsible for proper packaging, labeling, and shipment of Materials and Equipment. All labeling shall be in full compliance with all Governmental Requirements. Contractor shall have title, care, custody, control, and risk of loss for all Materials and Equipment until their delivery and acceptance by Company at the point of their physical delivery.

4.2 Company shall be obligated to purchase and accept only the quantity of Materials and Equipment required for the execution of the Work, under an Order and any excess Materials and Equipment may be returned to Contractor at Contractor's expense.

4.3 Contractor shall not substitute for any Materials and Equipment that have been specified without Company's prior written approval. Time is of the essence for Contractor's provision of the Materials and Equipment. All Materials and Equipment furnished pursuant to this Agreement are subject to Company's right of inspection and approval at any time during the manufacturing process, while in storage or after delivery and at any time while the Work is in progress (or if not in progress during normal business hours). Company reserves the right (payment notwithstanding) to reject and return, at Contractor's sole expense and liability, any portion of any shipment which may be Defective, or fails to comply with the specifications set forth in the Order. Neither acceptance nor payment by Company, nor its inspection or failure to inspect, shall limit or waive Contractor's warranties, or be deemed a waiver of any of Company's rights or remedies.

4.4 Contractor expressly warrants that all of the Materials and Equipment furnished under this Agreement: (a) are not Defective with respect to design, workmanship, and materials; (b) unless otherwise specified, are comprised of components that are new; (c) are fit for the purposes specified within the Order or as advertised by Contractor; (d) include the benefit of all manufacturer's warranties if such warranties are transferable; (e) are free of any charge, encumbrance, lien, or other security interest; (f) do not and will not constitute an infringement of any Intellectual Property Right; and (h) in compliance with Governmental Requirements and Exhibit A. Contractor further expressly warrants that Contractor owns or possesses the right to transfer to Company all ownership of or license to the Materials and Equipment (if applicable) as set forth in this Agreement. If Company discovers any Defective Materials and Equipment, then at Company's option Contractor shall, at Contractor's sole expense and liability, promptly correct, repair, or replace such defects or refund Company that portion of compensation attributable to the Defective Materials and Equipment. If Contractor fails to perform the remedial action or if Contractor determines it cannot wait for Contractor to perform the remedial action, Company may perform or have others perform corrective work, and Contractor shall be responsible for all reasonable costs incurred by Company. Contractor shall pay all reasonable costs incurred in retrieving and removing any Defective Materials and Equipment, and reinstalling conforming ones. The warranties in this Section shall extend: (i) to twelve (12) months from date of installation and acceptance by Company, or eighteen (18) months from date of delivery and acceptance by Company, whichever occurs first, and (ii) with respect to any item or part that has been corrected, repaired, or replaced, to twelve (12) months from the date of acceptance of such correction, repair, or replacement.

5. SERVICES:

For that portion of the Work consisting of Services, whether provided by Contractor or its subcontractors, Contractor agrees as follows:

5.1 Contractor shall perform all Services: (a) diligently; (b) in a thorough, good, and workmanlike manner; (c) in a manner that meets or exceeds the specifications or requirements provided by Company 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; and (d) in a manner suited for Company's purposes, either as specified in the Order or advertised by Contractor. Time is of the essence for Contractor's provision of the Services.

5.2 Contractor shall obtain and maintain all permits and licenses required in connection with performance of the Services and, if permitted by Company to subcontract, shall be fully responsible for all Services performed by subcontractors. Contractor shall not subcontract all or any portion of the Services without Company's prior written approval. In every case, all contractual requirements and obligations set forth in this Agreement shall be extended to permitted subcontractors.

5.3 Contractor shall, and shall cause its permitted subcontractors to: (a) be fully qualified and, to the extent required, licensed to perform the Services pursuant to Governmental Requirements, and (b) exercise for Company's benefit its best knowledge and skill in planning and shall perform all Services in the most efficient, timely, and economical manner.

5.4 Contractor shall only permit individuals with the proper skill, knowledge, and experience to perform the Services.

5.5 All Services by Contractor or its subcontractors shall be subject to Company's right of inspection at any location where the Services are being performed and at any time while the Work is in progress (or if not in progress during normal business hours). If Company discovers any Defective Services, then at Company's option Contractor shall, at Contractor's sole expense and liability, promptly correct, repair, or replace such defects or refund Company for that portion of the compensation attributable to the Defective Services. If Contractor fails to perform the remedial action or if Company determines it cannot wait for Contractor to perform the remedial action, Company may perform or have others perform corrective work, and Contractor shall be responsible for all reasonable costs incurred by Company. 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.

6. CONSIDERATION, INVOICING, AND PAYMENT:

6.1 Unless otherwise agreed by Company in writing, the consideration to be paid to Contractor by Company for Work shall be at rates agreed to in the Order specifying such Work. For the avoidance of doubt, unless expressly agreed to in writing, no other compensation or remuneration of any kind and nature whatsoever shall accrue or be payable to Contractor or Contractor Group for the Work or based on the results of the Work, including, without limitation, any success fee, finder's fee, broker's fee, net profits interest, carried working interest, or bonus fee.

6.2 Contractor shall not be entitled to payment for any Work before such Work has been completed to Company's satisfaction and acceptance. Payment will thereafter be made against Contractor's proper invoice. Invoices shall be submitted in accordance with Company's procedures which may be communicated to Contractor electronically or otherwise. Payment terms are calculated from Company's receipt of an acceptable invoice. Invoices will not be accepted for any Work after six (6) months following the completion of the Work. All invoices submitted by Contractor must show the purchase order number, release number, and any other relevant information associated with the Work. All payments in connection with this Agreement shall be paid directly to Contractor in compliance with all Governmental Requirements relating to tax, currency control, and banking. No payment made by Company under this Agreement shall be paid in the form of cash or any bearer instrument, nor shall any payment be paid by Company to any individual or entity other than Contractor. Unless otherwise prohibited by any Governmental Requirement, Company's primary payment method is electronic direct deposit into Contractor's account. Contractor shall provide to Company all information necessary to make such payment, as requested by Company. Company reserves the right to withhold any money payable to Contractor for Work and to apply it to payment of any obligations of Contractor Group to Company Group which arise in any way out of this Agreement or the performance of the Work.

6.3 Contractor shall not incur travel, entertainment, or any other expenses on behalf of Company without the prior written approval of Company. Contractor shall keep detailed Records of such expenses.

6.4 Company may offset any financial obligation which Contractor owes, or its wholly-owned Affiliates owe to Company against amounts due to Contractor under this Agreement, provided that the amount in question is not in dispute.

6.5 Contractor shall pay to Company any money paid to Contractor to which Contractor was not entitled to under this Agreement as soon as Contractor becomes aware of such overpayment. If Contractor fails to pay, the Company shall have the right to offset the owed amounts from any amounts due to Contractor under this Agreement.

7. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION:

7.1 Intellectual Property:

(a) All Deliverables shall be transferred to Contractor upon the completion of the Work or upon cancellation of this Agreement for any reason. Notwithstanding the foregoing, all Deliverables shall be deemed to be the sole and exclusive property of Company, as well as "works made for hire" as contemplated by the U.S. Copyright Act (17 U.S.C. § 101). Contractor agrees to do all things reasonably necessary to protect the interests of Company in the Deliverables, including but not limited to cooperating with Company so that Company, at its expense, can obtain patents and copyrights. To the extent or if for any reason any Deliverable (or any element thereof) is not eligible for "works made for hire" treatment, then Contractor hereby irrevocably assigns, at no additional cost, all rights, title and interest (including all intellectual property rights) in and to such Deliverable to Company.

(b) To the extent or if for any reason any Deliverable (or any element thereof) cannot be assigned by Contractor to Company, then Contractor hereby grants to Company a nonexclusive, perpetual, sub-licensable, fully paid-up, and royalty-free license to all of the Deliverables, to use, copy, modify, maintain, support, and create derivative works of the same at Contractor's sole discretion.

(c) If Contractor (or any of its Affiliates) provides Company (or any of its Affiliates) with any software (including firmware and other utilities) that is not a Deliverable under this Agreement, Contractor hereby grants to Company and its Affiliates a perpetual, irrevocable, worldwide, royalty-free license to use, compile, decompile, disclose, copy, modify, display, distribute, or create derivative works of such software in connection with the Work or have a third party do any of the foregoing on Company's or its Affiliate's behalf.

7.2 Confidential Information:

(a) The Parties agree that they shall keep the other Party's Confidential Information strictly confidential and shall not sell, trade, publish, or otherwise disclose any such Confidential Information to any Person in any manner whatsoever, including by means of photocopy, reproduction, or electronic media, without the prior written consent of the other Party, except as provided in Section 7.3.

(b) Company Confidential Information shall be and remain the sole property of Company; Contractor Confidential Information shall be and remain the sole property of Contractor.

(c) Without prejudice to the rights and remedies otherwise available to a Party, each Party 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 a Party will be entitled to seek specific performance and other equitable relief by way of injunction if the other Party or any of its representatives breaches or threatens to breach any provision related to the non-disclosure of Confidential Information. Each Party further agrees to waive any requirement for the posting of a bond in connection with any such equitable relief. The remedies in this Section 7.2 (c) shall not be deemed exclusive remedies for a breach of this Agreement by a Party or any of its representatives but shall be in addition to all other remedies available to the non-breaching Party, at law or in equity.

7.3 Exceptions to Disclosure of Confidential Information. Notwithstanding Section 7.2, either Party may disclose the other Party's Confidential Information without the prior written consent of the other party:

(a) to any member of Contractor Group or Company Group, as the case may be, who have a clear need to know such Confidential Information in connection with this Agreement and to the extent necessary therefor; provided that such Party shall be liable for any unauthorized disclosure by such Party's Group; or

(b) to the extent such information is required to be disclosed under applicable Governmental Requirement or stock exchange regulation, provided that the disclosing Party makes commercially reasonable efforts to give prompt written notice to the other Party prior to such disclosure; and provided, further, that, in any case, the disclosing Party shall only disclose that portion of the Confidential Information that, in the opinion of the disclosing Party's legal counsel, is required to be disclosed.

7.4 No Publications. Except as permitted by Section 7.3, neither Party shall issue or cause the publication of, or make any reference to, the other Party or any other member of their group in any press release, public announcement, advertising, circular, or promotional material relating to the Work performed on Company's facilities or sites, the existence of this Agreement or the subject matter hereof or thereof without the prior written consent of such other Party.

8. TERMINATION AND SUSPENSION:

8.1 Termination for Convenience. Company reserves the right to terminate this Agreement or any part hereof, for any reason or for no reason and at any time, regardless of whether Contractor has incurred any Contractor Default under this Agreement. If this Contract is terminated pursuant to this Section, then the termination shall be effective immediately upon delivery of the written notice and Contractor shall be entitled, as its sole and exclusive remedy, to compensation properly earned under the Order (if not already paid) prior to the termination. Company may at its discretion complete the Work or may engage another contractor to perform any of the Work.

8.2 Termination by Company for Contractor Default:

(a) Company shall have the right to terminate this Agreement or any part hereof, upon the occurrence of a Contractor Default. For purposes of this Agreement, a "Contractor Default" shall be deemed to have occurred upon the occurrence of any of the following events:

(1) Contractor commits a material breach of any of its representations, warranties, covenants, or obligations under this Agreement that is not cured or remedied within the time period set forth in Section 8.2 (c);

(2) Any of Contractor's Materials and Equipment or Services are deemed as Defective or do not meet the specifications set forth in this Agreement these Terms and such non-compliance is not remedied within the time period set forth in Section 8.2 (c);

(3) Contractor fails to meet the obligations and requirements set forth in this Agreement, or Contractor or its subcontractor(s) engages in delays or slow progress in the performance of the Work, as solely determined by Company, and the same is not remedied within the time period set forth in Section 8.2 (c);

(4) Contractor refuses or is unable to remedy any hazardous working practice or to perform a required modification to avoid or remedy a dangerous or hazardous situation within the time period set forth in Section 8.2 (c); or fails to comply with any of the requirements set forth in Article 11, Exhibit B - Occidental Chemical Corporation Drugs, Alcohol and Controlled Substances Requirements; or any other requirements set forth in the Order or communicated to Contractor in writing

(5) Contractor commits a material breach of any Governmental Requirements, policies or procedures as provided in Section 22 and such material is not remedied within the time period set forth in Section 8.2 (c);

(6) Contractor or its parent becomes bankrupt, or has a receiving order or an administration order made against it; or presents its petition in bankruptcy; or makes arrangement with or assignment in favor of its creditors; or agrees to carry out this Agreement under a committee of inspection of its creditors; or being a corporation or other legal entity, goes into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction); or has an execution order levied on its goods; or ceases or suspends operation of, or sells a substantial portion of, its business or any portion of its business relating to the performance of the Work; or becomes insolvent or fails to pay its debts or obligations when due; or generally, if anything arises to indicate to Contractor that Contractor is financially impaired and has stopped payment of its debts; or

(7) A Governmental Entity fails to approve the performance of the Work under an Order by Contractor or requests the termination of this Agreement.

Termination for reasons set out in Section 8.2 (a)(6) and Section 8.2 (a)(7) above shall be effective immediately upon Company's giving written notice to Contractor of such termination. Termination for reasons set out in Sections 8.2 (a)(1) through 8.2 (a)(5) above shall be effective immediately upon notice by Company after expiration of the period set forth in Section 8.2 (c).

(c) Contractor shall remedy any Contractor Default under Sections 8.2 (a)(1) through 8.2 (a)(5) within ten (10) days after receipt of Company's written notification of the same or such longer period as determined by Company given the scope of the such obligation. Notwithstanding the foregoing, if Contractor Default is of the nature or severity which requires a remedy or cure more rapidly than the aforementioned ten (10) days (for example, a Contractor Default which jeopardizes the life or health of personnel, severe damage to equipment, property or the environment, or the safe continuation of the Work), then Company shall provide written notification to Contractor of the appropriate shorter period of time within which Contractor shall remedy such Contractor Default, which shall be reasonably determined by Company.

(d) Company shall have the right to deduct and offset from any balance due to Contractor under this Agreement the amount of any damages incurred by Company due to any termination for Contractor Default pursuant to this Section, including all incremental costs and expenses of Company to complete the Work or to have the Work completed by another Person. If the amount of such damages is in excess of the balance due to Contractor, the excess amount shall be paid by Contractor to Company immediately upon request.

(e) Notwithstanding a notice of termination, Contractor shall, if requested to do so by Company, perform all operations necessary to conserve, preserve and protect the Work that has already been performed.

(f) If Company attempts to terminate this Agreement pursuant to this Section 8.2 but it is determined in accordance with Article 19 that the grounds for termination under this Section did not exist at the time of Company's attempted termination, then the notice of termination given by Company is deemed to have been given under Section 8.1.

8.3 Termination by Contractor for Company Default. Contractor shall have the right to terminate this Agreement and any part hereto, upon the occurrence of a Company Default. For purposes of this Agreement, a "Company Default" shall be deemed to have occurred upon the occurrence of any of the following events:

(a) Company defaults in the payment of any undisputed service fees or other charges due under this Agreement, provided that Contractor gives Company written notification of such Company Default and Company fails to pay or give a reasonable explanation for non-payment within thirty (30) days after receipt of Contractor's written notification.

(b) Company or its parent becomes bankrupt; or has a receiving order or an administration order made against it; or presents its petition in bankruptcy, or makes arrangement with or assignment in favor of its creditors; or agrees to carry out this Agreement under a committee of inspection of its creditors; or being a corporation or other legal entity, goes into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction); or has an execution order levied on its goods; or ceases or suspends operation of, or sells a substantial portion of, its business or any portion of its business relating to the performance of the Work; or becomes insolvent or fails to pay its debts or obligations when due; or generally, if anything arises to indicate to Contractor that Company is financially impaired and has stopped payment of its debts.

8.4 Non-Exclusive Remedy. Subject always to the provisions related to consequential damages set forth in this Agreement, Company's rights of termination are not exclusive of any other rights and remedies available to Company at law or in equity, whether expressed or implied.

8.5 Suspension. Company may suspend with immediate effect all or part of the Work by giving notice to Contractor if Company determines that any member of Contractor Group is not conducting the Work in a safe manner or is not complying with its obligations under this Agreement. This suspension will continue until Company notifies Contractor that the suspension is lifted. Company has no obligation to lift this suspension until it is satisfied that Contractor will conduct the Work in a safe manner or is otherwise complying with the relevant requirements under this Agreement. Contractor shall not be entitled to compensation, reimbursement, or schedule relief related to Work suspended under this Section 8.5, other than the Work already completed.

9. FORCE MAJEURE:

9.1 Events. Contractor or Company shall each be excused from performing its obligations under this Agreement if and only to the extent that performance is directly and materially delayed or prevented by an event of Force Majeure. The Party claiming Force Majeure shall give written notice of such event of Force Majeure to the other Party as soon as reasonably practicable, but not later than three (3) business days after the occurrence thereof. Failure to give notice of an event of Force Majeure within such period of time after the occurrence of the event shall be deemed an irrevocable waiver to claim Force Majeure with respect to such event. The Party claiming Force Majeure shall also give written notice to the other Party when the claiming Party believes the delay occasioned by such event of Force Majeure has ended.

9.2 Notice and Disputes. The Party receiving the notice of an event of Force Majeure pursuant to this Article shall have the right to object to the declaration of Force Majeure. If the existence of an event of Force Majeure is disputed, either Party may initiate dispute resolution proceedings in accordance with the provisions of this Agreement.

9.3 Prevention and Mitigation. The Party affected by an event of Force Majeure 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 an event of Force Majeure on the performance of its obligations, and to promptly resume such obligations following the cessation of such event of Force Majeure.

10. LIENS:

Except for liens filed by Contractor if Company fails to pay an undisputed amount due hereunder, Contractor shall keep the premises and Work free of all claims, liens, or similar encumbrances relating to (a) labor performed or materials furnished (such as mechanics' liens); (b) any security interest; and (c) any real property claim, lien, charge or similar encumbrance, in each case arising directly or indirectly out of or in connection with the Work or Contractor's its performance under this Agreement. Contractor agrees that final payment shall not become due and payable to Contractor until Contractor delivers to Company, upon request by Company, satisfactory releases, satisfactions, or waivers of all such claims, liens, charges, and similar encumbrances connected with performance under this Agreement. Final payment to Contractor shall not relieve Contractor of its obligation to discharge all such claims, liens, or other encumbrances filed before or after Contractor is paid for Work under this Agreement. Contractor indemnifies, defends and holds harmless Company, and the owner of the Site, if different than Company, from and against all liabilities, claims, demands, damages, costs, and expenses, including, without limitation, litigation costs, court costs, other costs of defense and dispute resolution, reasonable attorneys' fees and amounts paid in settlement relating to any claim, 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 the Work, claims, liens or similar encumbrances described in this Article 10.

11. HEALTH, ENVIRONMENT, SAFETY AND SECURITY REQUIREMENTS:

11.1 Contractor Compliance with Company Policies. Contractor represents and warrants that it will maintain its health, environmental, safety, and securities policies and procedures that allowed it to prequalify as a Company contractor and fully comply with Company's health, environment, safety, and security policies and procedures applicable to Contractor's performance of this Agreement, including:

(a) Governmental Requirements relating to the training, health, industrial hygiene, required medical care, emergency medical care and safety of Contractor's employees, including all regulations and standards promulgated under OSHA. Contractor agrees to be responsible for all HESS training, practices, and supervision for all of Contractor's employees and other personnel (including personnel of subcontractors) over whom Contractor has supervisory responsibility in the performance of the Work. Contractor is expressly designated under this Agreement as the "responsible employer" for the safety of those employees and personnel, under the OSHA multi-employer work site provisions. When on Company's premises, Contractor agrees to fully comply with all applicable Company HESS policies and procedures, and the requirements set forth in the Order the "Occidental Chemical Corporation Drugs, Alcohol, and Controlled Substances Requirements" attached hereto as Exhibit B, which have each been read and accepted by Contractor. Company reserves the right to amend the requirements outlined in the referenced documents from time to time by providing written notice to Contractor (which may be provided electronically).

(b) Governmental Requirements relating to the protection of the environment, including those related to the transportation, management, or disposal of Hazardous Materials.

11.2 Company Rights Related to HESS Compliance of Contractor. Contractor's failure to remedy any unsafe situation or hazard after notice from Company within the time period set forth in Section 8.2 (c) shall constitute a material breach of its obligations under this Agreement, and shall entitle Company to exercise its termination rights with respect thereto in accordance with the terms of this Agreement. Company shall at all times have the right to inspect the Work and relevant Work sites and may audit Contractor's HESS documentation for the purpose of verifying the information furnished by Contractor and Contractor's compliance with the terms and conditions of this Agreement. If requested, Contractor shall provide Company with current copies of Contractor's corporate HESS manual and management system, or at the discretion of Company, a HESS plan specific to the Work being performed, including Contractor's provisions for emergency preparedness and response. Contractor shall, upon request, furnish Company with reasonable proof of compliance with all Governmental Requirements.

11.3 Prohibition on Dangerous Materials. Non-work related firearms, weapons, explosives or dangerous materials are adverse to a safe work environment. The possession of non-work related firearms, weapons, explosives or dangerous materials on Company premises or while conducting Company business, is strictly forbidden and shall constitute a material breach of this Agreement.

11.4 Company Right to Use Surveillance Technology. If Company chooses to use surveillance technology at the Work site, Contractor shall abide by, and shall cause Contractor personnel to abide by, the "Occidental Chemical Corporation Surveillance Technology Guidelines" attached hereto as Exhibit C, in order to ensure the highest quality of safety and security at the Company site, which shall be subject to applicable Law.

12. INDEMNITY:

12.1 General Indemnity by Contractor. Except as may be otherwise provided in this Agreement, Contractor shall release, protect, defend, indemnify, and hold harmless Company Group 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 member of Contractor Group, arising out of or related to the Work. CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION 12.1 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 ANY MEMBER OF COMPANY GROUP.

12.2 General Indemnity by Company. Except as may be otherwise provided in this Agreement, Company shall release, protect, defend, indemnify, and hold harmless Contractor Group 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 member of Company Group, arising out of or related to the Work. COMPANY'S OBLIGATIONS UNDER THIS SECTION 12.2 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 ANY MEMBER OF CONTRACTOR GROUP.

12.3 Indemnity for Company's Existing Sites, Structures and Equipment. Notwithstanding the provision of Sections 12.1 and 12.2, Contractor shall be responsible for, and shall indemnify Company Group for, physical damage to or physical loss of Company Group's existing site, property, structures and equipment which are located at or adjacent to the Site upon which the Work is carried out, to the extent such damage or loss is caused by or results from the negligence, Gross Negligence, or Willful Misconduct of any of the Contractor Group or the breach by Contractor Group of its obligation under this Agreement.

12.4 Indemnity for Third Party Claims.

(a) Except as may be otherwise expressly provided in Sections 12.1, 12.2, 12.3, 12.5, 12.6 and 12.7, Contractor shall release, protect, defend, indemnify, and hold harmless Company Group from and against all Claims and Losses directly or indirectly asserted by Third Parties for any death or personal or bodily injury or disability, or any property damage or loss asserted by Third Parties, but only to the extent resulting from the negligence, Gross Negligence or Willful Misconduct of any of Contractor, its Affiliates, and their respective directors, officers, employees and agents.

(b) Except as may be otherwise expressly provided in Sections 12.1, 12.2, 12.3, 12.5, 12.6 and 12.7, Company shall release, protect, defend, indemnify, and hold harmless Contractor Group from and against all Claims and Losses directly or indirectly asserted by Third Parties 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 Company, its Affiliates, and their respective directors, officers, employees and agents.

12.5 Indemnity for Environmental Claims.

(a) Notwithstanding the provisions of Sections 12.1 through 12.3, Contractor shall, to the extent caused by or contributed by any act or omission of any member of Contractor Group, release, protect, defend, indemnify, and hold harmless Company Group 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 Governmental Requirements applicable to any Hazardous Materials used by or under the control of any member of Contractor Group.

(b) The obligations under this Section 12.5 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 Governmental Requirement.

(c) This indemnity is a private contractual arrangement, enforceable between Company and Contractor without regard to the terms of any duty either may owe to any Third Parties, including any Governmental Entity, under any Governmental Requirement.

12.6 Indemnity for Intellectual Property Claims and Confidential Information Obligations.

Notwithstanding the provisions of Sections 12.1 through 12.4, Contractor shall release, protect, defend, indemnify, and hold harmless Company Group from and against any and all Claims and Losses arising out of or related to: (a) any actual and alleged infringement or misappropriation of any Intellectual Property Rights resulting from or arising in connection with the manufacture, sale, use, or disposition of the Deliverables or the performance of any Work, including any work methods or processes, or (b) breach of Contractor's representations and warranties contained in Section 4.4 hereof, or breach of Contractor's obligations contained in Sections 7.2 and 7.4. In addition to Deliverables so that the Deliverables no longer infringe any such copyright, patent, or trade secrets of any claiming Third Party; provided, however, that such modification or replacement shall not materially alter the operational characteristics of the Deliverables and the same functions and performance provided by the Deliverables remain intact following such modification or replacement.

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

(a) Notwithstanding the provisions of Sections 12.1 through 12.4, Contractor shall release, protect, defend, indemnify and hold harmless Company Group from and against any Claims and Losses arising from any employment-related Governmental Requirements arising out of or related to Contractor Group's performance of the Work, including the provisions of any anti-discrimination or harassment act or statute, the Fair Labor Standards Act or similar state law, and OSHA.

(b) Contractor shall also release, protect, defend, indemnify, and hold harmless Company Group from and against any and all Claims and Losses arising out of or related to employees of Contractor Group alleging they are employees of Company Group are entitled to any employee benefits from Company Group.

12.8 Exceptions to Indemnities

(a) If this Agreement constitutes a "construction contract" for the purposes of Chapter 151 of the Texas Insurance Code: (i) the Parties' respective obligations under Sections 12.1, 12.2 and 12.4 (as applicable) to protect, indemnify, defend and hold harmless the relevant indemnitees shall, with respect to the death or personal bodily injury or disability of a Person who is not an employee of the relevant indemnitor, its agent, or its subcontractor of any tier, not apply to Claims caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of contract of the relevant indemnitee, its agent or employee, or any third party under the control or supervision of the relevant indemnitee, other than the relevant indemnitor or its agent, employee, or subcontractor of any tier; and (ii) to the fullest extent permitted by Law, the waivers and releases set forth in Sections 12.1, 12.2 and 12.4 shall continue to have full force and effect.

(b) If this Agreement constitutes a "construction contract" or "motor carrier transportation contract" for the purpose of La. Rev. Stat. §2780.1, then (i) the Parties' respective obligations under Sections 12.1, 12.2 and 12.4 (as applicable) to protect, indemnify, defend and hold harmless the relevant indemnitees shall not apply to Claims or Losses resulting from the negligence or intentional acts or omissions of the relevant indemnitee, an agent or employee of the relevant indemnitee, or a third party over which the relevant indemnitor has no control; and (ii) to the fullest extent permitted by Law, the waivers and releases set forth in Sections 12.1, 12.2 and 12.4 shall continue to have full force and effect.

12.9 Indemnification Procedure.

(a) To make a claim for indemnification under this Article 12, the Party to whom an indemnity obligation is owed under this Agreement with reference to the specified Claims and Losses (the "Indemnified Party") shall notify the Party who owes an indemnity obligation under this Agreement with reference to such Claims and Losses (the "Indemnifying Party"), including the specific details of and basis under this Agreement for its notice. If the claim for indemnification is based upon a claim by a Third Party against the Indemnified Party, then the Indemnified Party shall provide its notice as soon as practicable after the Indemnified Party has actual knowledge of such Third Party claim and shall enclose a copy of all papers (if any) served with respect to such Third Party claim; provided, however, that the failure of any Indemnified Party to give notice of a Third Party claim to the Indemnifying Party as provided in this Article 12 shall not relieve the Indemnifying Party of its obligations under this Article 12 except to the extent such failure actually prejudices the Indemnifying Party's ability to defend against such Third Party claim.

(b) Upon receiving notice of any Claims and Losses to be indemnified under this Agreement, the Indemnifying Party shall have the right by delivery of written notice to the Indemnified Party within thirty (30) days, to assume the defense of such Claims and Losses. If the Indemnifying Party exercises this right, then it shall assume the burden and expense of defending all suits, administrative proceedings, and disputes of any description arising out of such Claims and Losses. If the Indemnifying Party fails to elect by delivery of written notice to the Indemnified Party to assume the defense of such Claims and Losses, and fails to actually commence such defense within the thirty (30) day time period described above, then the Indemnified Party shall have the right but not the obligation, at the Indemnifying Party's expense, to engage counsel or consultants of the Indemnified Party's choice and conduct any and all aspects of such defense as are reasonably required; provided, however, that the Indemnified Party shall have the right but not the obligation to take action with respect to the defense of such Claims and Losses prior to the expiration of the thirty (30) day time period described above if, in the Indemnified Party's reasonable judgment, such action is necessary to preserve its rights. Notwithstanding the foregoing, an Indemnifying Party agrees that in

any action, suit, or proceeding brought against an Indemnified Party, the Indemnified Party shall have the right but not the obligation to select the counsel of the Indemnified Party's choice without affecting or otherwise impairing the rights of the Indemnified Party under this Agreement and the fees and expenses of such counsel shall be paid by the Indemnifying Party.

(c) If an Indemnifying Party fails to assume the defense with respect to any Claims and Losses indemnified under this Agreement as set forth in paragraph (b) above, then the Indemnifying Party shall reimburse the Indemnified Party for such Claims and Losses (including reasonable costs of defense incurred and any costs paid in connection with settlement or final judgment with respect to such Claims and Losses) that the Indemnified Party pays or becomes liable for.

(d) Each Indemnified Party agrees that it will not settle or otherwise compromise any Claims and Losses to be indemnified under this Agreement without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed, and any such settlement or compromise (i) shall include an unconditional release of the Indemnified Party from all liability arising out of such action or claim and (ii) shall not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any Indemnified Party.

12.10 Anti-Indemnity Savings Provision. 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 Person 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 Person shall be released, protected, defended, indemnified, or held harmless for its own negligence, Gross Negligence or other fault, (b) if Contractor is the indemnifying Party therein, Contractor shall release, protect, defend, indemnify, and hold harmless Company Group 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 Contractor Group, and (c) if Company is the indemnifying Party therein, Contractor shall release, protect, defend, indemnify, and hold harmless Contractor Group 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 Company Group. In the event that a court or any tribunal shall determine that any Governmental Requirement shall subject this Agreement to other limitations (other than that described in the preceding sentence) on the Parties' freedom to obligate themselves to indemnify or insure each, then the terms of this Agreement shall be construed to provide the maximum permissible amount of protection from liability to the Party claiming the benefit of indemnity or insurance.

13. INSURANCE:

13.1 Contractor and Company expressly acknowledge that the indemnities contained in this Agreement require assumption of liability for the negligence of the other Party. Therefore, Contractor and Company each agrees that in support of its indemnity obligation, each shall obtain and maintain insurance for the benefit of the other Party as an insured Party. Unless specified otherwise below, each Party agrees to procure and keep in force at such Party's sole cost and expense, for Work performed under the Order pursuant to these Terms and throughout the term thereof and any warranty period thereunder, the following policies of insurance, with underwriters licensed to do business in the state of the United States or country wherein the Work is to be performed (as applicable):

(a) Commercial General Liability Insurance, including contractual liability and non-gradual pollution sufficient to insure the indemnity agreements set forth in this Agreement, with minimum limits of U.S. \$3,000,000 per occurrence, covering bodily injury and property damage.

(b) Employer's Liability Insurance and Worker's Compensation Insurance or similar statutory social insurance, as required by Governmental Requirement at the locations where the Work will be performed, including Alternate Employer Endorsement, and if applicable, Maritime Coverage including coverage for liability under the Jones Act, General Maritime Law and United States Longshore and Harbor Worker's Endorsements. The Employer's Liability policy shall provide for minimum limits of U.S. \$1,000,000 per accident.

(c) Commercial Automobile Liability Insurance (if any motor vehicle is used in performing the Work) covering owned, non-owned, and hired vehicles with minimum limits of U.S. \$3,000,000 per accident, covering bodily injury and property damage. If the Work involves the transportation of Hazardous Materials, MCS-90 endorsement shall be included.

(d) If the Work involves engineering, procurement, architectural or other professional services, Professional Liability Insurance with a limit of not less than U.S. \$1,000,000, per claim.

(e) If the performance of this MSA or any of the Commercial Terms requires the use of aircraft owned or leased by either Party (including unmanned aircraft ("drones" or helicopters), that Party shall carry, or require the owners of such aircraft to carry, All Risk Hull Insurance in an amount equal to the full replacement value of the aircraft, and Aviation Liability Insurance, including Passenger Legal Liability, as applicable, with a limit not less than U.S. \$10,000,000 covering bodily injury and property damage. If only drones are used in the performance of this MSA, the limit of liability shall not be less than \$5,000,000 per accident covering bodily injury and property damage.

(f) If the performance of this Agreement requires the use of watercraft owned or leased by either Party, that Party shall carry, or require the owners of such watercraft to carry, Hull and Machinery (including Collision Liability) Insurance in an amount not less than the full replacement value of the watercraft, and Protection and Indemnity Insurance including excess collision liability in the amount of not less than U.S. \$25,000,000. This insurance shall provide that a claim "in rem" shall be treated as a claim against the watercraft.

(g) If the Work includes the use, manipulation, transportation or disposal of any Hazardous Materials from or on Work sites, Gradual Pollution Liability with a minimum limit of U.S. \$5,000,000 per occurrence, covering bodily injury and property damage.

(h) Any insurance required by a Governmental Requirement.

The above insurance coverages and limits may be insured through primary or excess/umbrella layers of insurance. Company may self-insure for any of the above risks. Contractor may submit a written request to Company in order to be allowed to self-insure for any of the above risks. Company has the right, but not the obligation, to approve or not approve such request.

13.2 Only with respect to and to the extent of the liabilities and obligations assumed by the insuring Party under this Agreement: (a) the insurance of each Party as the insuring Party shall be primary to and non-contributing with any other insurance that may be available to the other Party and its Group, (b) the insurance required above shall provide for waiver of subrogation in favor of the other Party and its Group, and (c) all insurance provided by an insuring Party, except for Worker's Compensation and Employer's Liability or other similar statutory social insurance, and Professional Liability shall include the other Party and its Group as an additional insured. Insurance coverage required under this Agreement shall be additional security for Contractor's liability and shall not limit such liability, nor shall such requirements be considered the ultimate amount or types of insurance Contractor should carry. Each Party 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 Agreement.

13.3 Prior to the commencement of the Work under the Order and at any time thereafter upon Company's request, Contractor shall provide Company with a certificate of insurance evidencing the required insurance is in force and effect. Such certificate(s) of insurance shall name the certificate holder as designated by Company. Contractor agrees that it will not cancel, reduce, restrict, or materially change the required insurance coverages in a negative way without giving Company thirty (30) days' advance written notice. Any required renewal certificates will be issued within thirty (30) days of the expiration of any of the above required insurance. If Company requests verification of insurance evidenced in the certificates of insurance from Contractor's insurance agent or broker, Contractor shall cause such verification to be promptly furnished to Company. Further, Contractor shall, upon Company's request, provide Company with a reasonable opportunity to review, at a reasonable time and place, a copy of the actual policy for any insurance coverage required to be maintained by Contractor hereunder, and Company shall be permitted to make copies of same at its own cost and expense. Company's failure to request, or respond to, any deficient insurance certificate or letter of self-insurance received by Company shall not constitute a waiver of Company's rights, or Contractor's insuring obligations, under this Article 13. No insurance certificate or other evidence of insurance will serve to amend the insurance requirements herein without the prior written consent of Company. Should Contractor fail to provide or maintain any such insurance coverage, Company shall have the right, but not the obligation, upon ten (10) days' prior written notice to Contractor, to procure any such insurance coverage and to deduct the cost thereof from any amounts due and payable to Contractor or, if there are no such amounts due and payable, Contractor shall reimburse Company for such costs on demand.

13.4 Contractor shall require each subcontractor utilized by Contractor to carry and pay for insurance in amounts deemed necessary by Contractor. Any deficiency in the subcontractor's insurance coverage will be the responsibility of Contractor. When requested by Company, Contractor shall furnish, or cause to be furnished to Company, certificates of insurance evidencing insurance coverages carried by the subcontractors. Contractor shall cause its employees operating their personal automobiles in the performance of the Work to secure the appropriate insurance during such performance. Any lack of or deficiency in such employee's coverage will be the responsibility of Contractor.

14. TAXES:

14.1 Unless otherwise provided for in this Agreement or by Governmental Requirement, 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 the Transactional Taxes described below in Section 14.2, Contractor acknowledges that it has taken into account the Taxes to be imposed, levied, or assessed on Contractor as a result of this Agreement in establishing the rates, fees and other compensation.

14.2 Notwithstanding any other provision of this Agreement, invoiced amounts payable to Contractor shall be exclusive of value added taxes, goods and service taxes, sales and use taxes, gross receipts taxes, excise taxes imposed, levied, or assessed on the sale of goods and provisions of services from Contractor to Company (collectively, "Transactional Taxes"), and any such Transactional Taxes that are imposed, levied, or assessed on such sales of goods and provisions of services by applicable Governmental Requirement or taxing authority shall be added to the invoiced amounts payable and shown separately on the invoice and Company shall pay such amounts to Contractor in addition to the invoiced amounts payable. Contractor shall make all reasonable efforts to minimize its liability to pay and to recover from Company any such Transactional Taxes that may be assessed on compensation or payments pursuant to this Agreement, and Contractor shall cooperate fully with Company in any reasonable and lawful effort by Company to reduce or eliminate any such Transactional Taxes that Company might otherwise bear pursuant to this Agreement.

14.3 Except as otherwise provided, all amounts due and payable by Company to Contractor under this Agreement shall be made in the full amount of the price. Notwithstanding the foregoing, should any Governmental Requirement or taxing authority require withholding of Taxes from payments to Contractor, Company shall comply with such requirement to withhold and shall deduct and timely remit such withholdings to the proper Governmental Entity or taxing authority, unless Contractor demonstrates, to the satisfaction of Company, exemption from such withholding. Contractor shall complete, sign, and return to Company any forms regarding withholding or other taxpayer information that Company reasonably requests from Contractor. Company shall cooperate fully with Contractor in any reasonable and lawful effort by Contractor to reduce or eliminate the amount of withheld or deducted Taxes that Contractor might otherwise bear pursuant to this Agreement.

14.4 If Company benefits from any exemption from Taxes applicable to Contractor and Contractor Group, then Company agrees to provide Contractor and Contractor Group, without charge, with documentation acceptable to the applicable Governmental Entity supporting such exemption and with instructions for Contractor and Contractor Group about the procedure to apply for and obtain the exemption.

14.5 Contractor shall fully release, defend, and indemnify Company Group from and against, and hold each of them harmless from, any and all (a) Taxes that are imposed, levied, or assessed against Contractor or any member of Contractor Group for which Contractor or a member of Contractor Group bears primary liability therefor under any Governmental Requirement, and (b) any breach of Contractor's obligations pursuant to this Article 14.

14.6 Company and Contractor shall maintain (and shall ensure that each of its Affiliates and subcontractors maintain) records sufficient to substantiate all Taxes that may affect any of the obligations of Contractor or Company under this Agreement for so long as the longest applicable statute of limitations remains open related to such Taxes paid or allegedly due in connection with this Agreement. These records shall be provided by Company or Contractor upon the request of the other and at the requester's sole expense.

14.7 The terms and provisions of this Article 14 can be modified or integrated in the Order according to specific Governmental Requirements and contracting entities involved; provided, however, that each Party shall remain responsible for payment of its own Taxes.

15. AUDIT:

15.1 Contractor shall maintain Records and further agrees to retain all Records during the term of this Agreement and for a period of at least three (3) years or as otherwise required by a Governmental Requirement, whichever time period is longer, after the expiration or termination of this Agreement (including any warranty period), and agrees that Company (or its designated professional advisors) may, at any time until the expiration of such three (3) year period, at its own cost and expense, and upon providing written notice to Contractor, audit any Records for purposes of verifying compliance with the terms and conditions of this Agreement. However, the components of a lump sum price shall not be subject to the aforementioned audit. Company or its authorized representatives shall have the right to reproduce and retain copies of any of the aforesaid Records and shall be responsible for all costs associated therewith. In addition, all safety, environmental, and health information furnished by Contractor to Company will be subject to audit and shall be retained by Contractor following the performance of the Work pursuant to any Order, including any warranty period, plus three (3) years, or as otherwise required by a Governmental Requirement, whichever time period is longer.

15.2 The rights of Company under this Article 15 shall be additional to and shall not prejudice any other or additional rights and remedies afforded to Company by law to audit the Records and shall be without prejudice to Company's right to take legal action with respect thereto, including the right to dispute any invoice as a result of such audit. In the event that an error is discovered pursuant to this Article 15, then the Parties shall remedy the error, and the Party owing payment shall pay the other Party the amount concerned within thirty (30) days of the error being substantiated.

16. NOTICE:

Except as otherwise specifically provided in this Agreement, any notice to be given by either Party shall be in writing and shall be sufficient if personally delivered as evidenced by a signed receipt; delivered by overnight carrier; or sent certified mail, return receipt requested, postage prepaid to the address indicated for such Party on the face of the Order. 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 out above. Any notice sent by facsimile and received after 5:00 p.m. on a business day of the receiving Party shall be deemed given on the next following business day of the receiving Party. The designation or address of the Party to be notified may be changed at any time by delivery of notice of that change to the other Party. The Parties agree not to conduct the transactions contemplated by this Agreement by electronic means, except as expressly provided in this Agreement. The exchange of electronic mail between the Parties may be done for general information matters, but no electronic mail shall be deemed to be notices under this Agreement, nor shall such email exchanges modify either Party's election not to conduct the transactions contemplated by this Agreement by electronic means (except as expressly provided in this Agreement).

17. ASSIGNMENT:

This Agreement shall be binding on the Parties, their successors and permitted assigns. Contractor shall not assign or delegate its duties under this Agreement without prior written approval of Company, which shall not be unreasonably withheld. Any purported consent or delegation without such approval shall be void.

18. CHOICE OF LAW:

With respect to THIS AGREEMENT Work performed in the United States of America, THE PARTIES AGREE THAT THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THESE TERMS WITHOUT THE APPLICATION OF CHOICE OF LAWS RULES. THE PARTIES VOLUNTARILY SUBMIT TO THE 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 AGREEMENT.

19. REMEDIES CUMULATIVE; NO WAIVERS:

No right or remedy conferred on or reserved to the Parties by this Agreement shall be exclusive of any other right or remedy, and unless otherwise provided in this Agreement, Company and Contractor shall retain all rights and remedies, both under this Agreement and at law or in equity, that either may have against the other. Subject to the provisions of Article 21, all rights and remedies conferred on the Parties by this Agreement or by law shall be cumulative and in addition to every other right and remedy available to the Parties. No failure on the part of any Party to exercise, and no delay in exercising, any right or remedy under this Agreement shall operate as a waiver unless such right or remedy is specifically waived by such Party in writing; nor shall any single or partial exercise by a Party of any right or remedy under this Agreement preclude any other or further exercise of any other right or remedy.

20. CONTINUING OBLIGATIONS:

In the event of termination or expiration of this Agreement, the provisions pertaining to warranty, indemnity, audit, confidentiality, insurance, disclaimer of consequential damages, limitation of liability, dispute resolution, and governing law shall remain in full force and effect.

21. CONSEQUENTIAL DAMAGES:

21.1 Notwithstanding any other provision of this Agreement to the contrary, Company hereby releases Contractor Group from any indirect, incidental, consequential, punitive, or exemplary damages arising out of or related to this Agreement or the Work, including lost profits or lost opportunity, except to the extent that Contractor is required under Sections 12.1 and 12.4 of this Agreement to protect, defend, indemnify or hold harmless Company Group for Claims and Losses of a Person (other than Company) that would be deemed to be indirect, incidental, consequential, punitive, or exemplary damages under this Section 21.1.

21.2 Notwithstanding any other provision of this Agreement to the contrary, Contractor hereby releases Company Group from any indirect, incidental, consequential, punitive, or exemplary damages arising out of or related to this Agreement or the Work, including lost profits or lost opportunity, except to the extent that Company is required under Sections 12.1 and 12.4 of this Agreement to protect, defend, indemnify or hold harmless Contractor Group for Claims and Losses of a Person (other than Contractor) that would be deemed to be indirect, incidental, consequential, punitive, or exemplary damages under this Section 21.1.

22. COMPLIANCE WITH LAWS AND COMPANY POLICIES:

22.1 Compliance with Governmental Requirements.

(a) The Parties agree to comply with all Governmental Requirements directly affecting the Work or the performance of either Party's obligations under this Agreement. Notwithstanding anything in this Agreement to the contrary: (1) nothing herein shall require either Party to take any action that would cause it or any of its Affiliates to be in violation of, or subject to penalty under, any law, rule, order or regulation applicable to such Party or any of its Affiliates, and (2) Contractor shall not take any action that would result in Company or any of its Affiliates being in violation of, or subject to penalty under, any law, rule, order or regulation in effect in the United States of America.

(b) The Parties shall comply with, and shall endeavor to ensure that each member of Contractor Group or Company Group, as applicable, also comply at all times with all Governmental Requirements pertaining to employment and compensation of employees, including visa requirements, work authorizations, equal employment opportunity laws and payment of all wages and benefits. For Work performed in the United States, such Governmental Requirements include, but are not limited to, Executive Order 11246 and the regulations, orders and rules issued thereunder; the Rehabilitation Act of 1973 and the regulations, orders and rules issued thereunder; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and the regulations, order and rules issued thereunder; the Equal Opportunity Clause (41 C.F.R. 60-1.4); the Affirmative Action and Non-Discrimination Clause for Individuals with Disabilities (41 C.F.R. 60-741.5); the Affirmative Action and Non-Discrimination Clause for Special Disabled and Vietnam Era Veterans (41 C.F.R. 60-250.4); Utilization of Small, Small Disadvantaged, and Women Owned Small Business Concerns (FAR 52.219-8); Small, Small Disadvantaged and Women Owned Small Business Subcontracting Plan (FAR 52.219-9); and other applicable sections contained in 41 C.F.R. Chapter 60.

(c) In connection with the Work to be performed under this Agreement, each Party shall comply with, and shall endeavor to ensure that each member of Contractor Group or Company Group, as applicable, also complies at all times with, all applicable U.S. Anti-boycott and Export Control laws, rules and regulations. Neither Party will take, directly or indirectly, any action that will result in a violation by the other Party of applicable Anti-boycott or Export Control laws. The Parties shall not export or re-export any goods, software or technology (including, without limitation, technical data), directly or indirectly, without first obtaining all written consents, permits, or authorizations and completing such formalities as may be required by any such laws, rules or regulations. Each Party shall assist the other Party in applying for such consents, permits or authorizations and completing such formalities, if so requested. Each Party shall provide to the other Party upon request copies or other written evidence of such consents, permits or authorizations and such other information regarding export control classifications as may reasonably be requested.

(1) Each Party warrants that it has in place appropriate screening procedures to ensure compliance with such laws, rules and regulations and shall apply those procedures in connection with the Work to be performed under this Agreement. Each Party agrees to keep Records of its export and re-export related activities for a minimum of five (5) years or such period as is required from time to time by all relevant laws, whichever is the greater. Each Party shall make such Records available to a duly authorized representative of the other Party upon reasonable request for inspection and copying.

(2) Contractor will furnish to Company any information requested by Company for compliance with Governmental Requirements related to the Work, including, but not limited to, "Schedule B numbers", "export control classification numbers (ECCN)", and types of licenses issued by the United States Bureau of Industry and Security, to the extent applicable.

(d) In connection with the Work to be performed under this Agreement, each Party shall comply with and shall endeavor to ensure that each member of Contractor Group or Company Group, as applicable, also complies at all times with, U.S. economic sanctions laws, which restrict or prohibit the Parties' ability to conduct business with certain entities or countries, as specified by the United States government. For Contractors not subject to U.S. economic sanctions laws, Contractor will not take, directly or indirectly, any action that will result in a violation by Company of U.S. economic sanctions laws. In connection with the Work to be performed under this Agreement, Contractor will not engage in dealing with any country, government, entity, or individual with respect to which Company is prohibited from doing business under U.S. economic sanctions laws.

(e) In connection with this Agreement and all Work performed under this Agreement, neither Contractor nor any member of Contractor Group will directly or indirectly take any action in violation of the U.S. Foreign Corrupt Practices Act, as amended from time to time, or any other applicable anti-bribery and anti-corruption laws and regulations. In connection with this Agreement and all Work performed under this Agreement, neither Contractor nor any member of Contractor Group has or will 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 to obtain an improper advantage. Contractor acknowledges that, for purposes of this Agreement, a "government official" is (i) any officer or employee of a government or any department, agency, or instrumentality of a government, (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 government agency, department, instrumentality or of a public international organization; (iv) any officer or employee of a company owned or controlled by a government; 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.

22.2 Compliance with Company Policies

(a) Contractor acknowledges that Company has entered into this Agreement based upon various factors, including the reputation of Contractor, leading Company to believe that Contractor and Contractor Group will not violate, or cause Company or its Affiliates to violate any Governmental Requirements. Contractor acknowledges that it has accessed and reviewed a copy of the Code and the Supplier Code of Conduct.

(b) Contractor shall observe and comply with all Company policies, procedures, and guidelines as may be communicated in writing by Company to Contractor from time to time.

22.3 Anti-Kickback. Contractor represents and warrants that no unrecited consideration, kickbacks, fees, payments, or things of value above what is ordinarily encountered in usual and customary business practices and what is permitted by any applicable anti-kickback or anti-bribery Governmental Requirements, were given or requested to or by any Company employee as an inducement to enter or continue this Agreement, and that Contractor further agrees to immediately report any such request, demand, or occurrence by any Company employee to a toll-free compliance line (+1 (800) 699-7702).

22.4 Termination for Non-Compliance. Compliance with Governmental Requirements and Company policies, procedures, and guidelines shall be considered as minimum requirements. If either Party breaches any provision of this Article 22, the other Party may terminate these Terms immediately without further compensation.

EXHIBIT A CYBERSECURITY REQUIREMENTS

In addition to the terms and conditions set forth in the Agreement, Contractor and Company hereby agree to the terms and conditions in this Exhibit. To the extent of any conflict between the terms and conditions of the Agreement and the terms and conditions of this Exhibit, the terms and conditions of this Exhibit prevail.

I. Definitions

"Company Data" has the meaning set forth in Section II.C herein.

"Firmware" means computer instructions and data that reside as read-only software on hardware.

"Illicit Code" means any computer instructions in Products that are designed to: (A) reveal to Third Parties or allow Third Parties to have unauthorized access to data or information accessed through or processed by the Software, Firmware or system on which it is installed; (B) interfere with or prevent use of the Products on which it is installed (i.e. disabling devices, time out devices, counter devices or any devices used to monitor, enable or control the user's compliance with the license to the Software or Firmware); or (C) have Security Vulnerabilities.

"Open Source Software" has the meaning set forth in Section II.A.1 herein.

"Product" means any products, including Firmware and Software, within the Work or Deliverables provided to Company Group under the Agreement or any applicable Commercial Terms.

"Remediation Efforts" has the meaning set forth in Section III.B.4 herein.

"Security Incident" has the meaning set forth in Section III.A herein.

"Security Vulnerabilities" means any vulnerabilities that allow unauthorized destruction of, unauthorized Third Party access to or unauthorized Third Party control of the Products or systems on which it is installed or any information residing on those Products or systems.

"Software" means any software (other than Firmware) and its documentation, including any updates to any such software, within the Work or Deliverables provided by Contractor to Company under the this Agreement

II. Information and Data Security

A. Warranties. Contractor represents and warrants and agrees that: (a) the Products do not contain any malicious code, Illicit Code, program or other internal component (e.g., computer virus), which could damage, destroy, or alter the Products; (b) Contractor does not and will not use any software (in source code or object code form) licensed from another party under a license commonly referred to as an open source, free software, copyleft or community source code license (collectively, "Open Source Software") in the Products in a manner that obligates Company to disclose, make available, offer or deliver the source or object code of any software owned by Company or licensed to Company by a Third Party; and (c) Contractor and the Products are in compliance with all terms of any applicable Open Source Software license applicable to any portion of the Products, including all terms related to notice, attribution, and access to source code.

B. Additional Covenants. Contractor represents and warrants that the Products have been designed, developed, and tested according to generally accepted industry practice to appropriately safeguard the Products (and the Company Data, as defined below, and information accessed by such Products) against unauthorized access or interference by Third Parties, intrusion, theft, destruction, loss, or alteration. Contractor further represents and warrants that it will implement security practice improvements and patch Security Vulnerabilities in the Products as may be necessary to respond to evolving and newly discovered security threats and Security Vulnerabilities and provide such security-related patches to Company at no cost.

C. Data Transmission. Contractor agrees that any electronic transmission or exchange of system and application data, related to the Products, with Company and/or any other parties expressly designated by Company shall take place via secure means and solely in accordance with the Data Re-Use section set forth in this Exhibit.

D. Data Re-Use. Contractor agrees that any and all Company Group data that is provided or made available to Contractor Group under this Agreement ("Company Data") shall be used expressly and solely for the purposes enumerated in the Terms. Contractor further agrees that no Company Data of any kind shall be transmitted, exchanged or otherwise passed to parties outside of Contractor Group and Company Group except on a case-by-case basis as specifically agreed to in writing by Company.

III. Data Security Incident and Response

A. Security Incident Prevention. Contractor shall use all reasonable efforts to prevent any actual or suspected: (1) loss or misuse (by any means) of Company Data or Company Confidential Information; (2) inadvertent, unauthorized, and/or unlawful processing, disclosure, access, alteration, corruption, transfer, sale, rental, destruction, or use of Company Data and/or Company Confidential Information, including any theft or unauthorized use of login information resulting from Company's use of the Products; or (3) acts or omissions that compromise or may compromise the security, confidentiality, or integrity of Company Data or Company Confidential Information resulting from Company's use of the Products (each of the foregoing events, a "Security Incident"), including ensuring that no Company Data or Company Confidential Information is published, disclosed, reproduced or otherwise disseminated, except as required by this Agreement, as authorized by Company in writing, or as compelled by law.

B. Security Incident Response. Contractor shall, within one (1) day of discovery or suspicion of a Security Incident affecting Company Data or Company Confidential Information, provide a written report to Company regarding any actual or suspected Security Incident. Contractor shall take all necessary and appropriate corrective actions, at the sole cost and expense of Contractor, to remedy any Security Incident affecting Company Data or Company Confidential Information in accordance with applicable privacy rights, laws, regulations and standards and prevent any recurrence of such Security Incident. Contractor shall also:

1. undertake an investigation of such Security Incident and reasonably cooperate with Company in connection with such investigation, including by providing Company with a written summary of the results of Contractor's investigation;

2. not make any public announcements relating to such Security Incident without Company's prior written approval, which shall not be unreasonably withheld;

3. take, or, at Company's request, reasonably assist Company in taking, all Remediation Efforts that are required by applicable law as a consequence of any Security Incident or that have been required by any governmental authority in similar circumstances, regardless of whether applicable law explicitly imposes such remediation obligations on Company or Contractor or both; and

4. reimburse Company for all costs incurred by Company in responding to, and mitigating damages caused by, such Security Incident, including all costs of notice, credit monitoring, identity fraud protection, identity theft restoration, damage to tangible property, and other remediation efforts (collectively, "Remediation Efforts") that are necessary, reasonable, and appropriate under the circumstances, as determined in good faith by Company, to remedy the cause and effects of such Security Incident.

C. Disaster Recovery. Contractor shall include Company in its standard site disaster recovery plan such that the Products can be made available for use on a limited basis within eight (8) hours of any disaster and available for normal use within twenty-four (24) hours of any disaster. Contractor has both physical and logical contingency plans in place, which shall be provided to Company upon request. Contractor may review and amend such plans in accordance with technology advances provided that no such change shall reduce the benefit provided to Company.

IV. Viruses; Disabling Technology

A. Viruses. Contractor represents and warrants that it will use commercially reasonable virus detection computer software programs to test the Products provided under this Agreement for viruses prior to delivery to Company (including without limitation, any connection to any Contractor web-site or server) and that the Products are free of viruses. Contractor will continue to take such steps with respect to any code delivered to Company and to correct any identified error. In the event viruses are identified in the Products or any code delivered to Company, Contractor shall (1) take all steps necessary, at no additional cost to Company, to restore and/or reconstruct any and all data lost by Company as a result of such viruses and (2) reimburse Company for costs incurred by Company in restoring and/or reconstructing such data.

B. Illicit Code. Contractor represents and warrants that the Products do not contain Illicit Code and that it is not the policy of Contractor to intentionally include disabling mechanisms, backdoors, Illicit Code or other limiting routines including password, CPU serial number validation or dependency, electronic initialization protection, time dependent execution and the like, into the Products that may disrupt, disable, or otherwise impede in any manner the operation of the Products. Contractor will ensure that the Products do not include or link to any counter devices or devices intended to collect data regarding usage or related statistics.

C. Security Vulnerabilities. Contractor represents and warrants that it will comply with general industry practices regarding the detection and correction of Security Vulnerabilities and will promptly notify Company if Contractor becomes aware of a Security Vulnerability with a reasonable likelihood of exploitation that affects the Products. This notice will include a description of the nature of the Security Vulnerability, an analysis of the threats created by the Security Vulnerability and Contractor's proposed mitigation plan for the Products.

V. Information Security Program

A. Information Security Program. Contractor shall implement, maintain, and fully adhere to an information security program that incorporates administrative, physical and technical safeguards and security procedures to protect Company Confidential Information or any other materials, information or Company Data of Core Company Group to which Contractor may have access. The requirements of Contractor's information security program shall be no less rigorous than generally accepted industry practices.

B. Audit Results. Upon Company's request, Contractor shall provide Company with the results of any audit performed by or on behalf of Contractor that assesses the effectiveness of Contractor's information security program as relevant to the Products.

VI. Data Handling and Litigation Holds

A. End of Agreement Data Handling. At Company's request, upon termination of this Agreement Contractor shall, at Company's direction, erase, destroy, or render unrecoverable all Company Data and certify in writing that these actions have been completed within thirty (30) days of any such termination. Upon request by Company made before or within thirty (30) days after the effective date of termination, Contractor will make available to Company for a complete and secure (i.e. encrypted and appropriately authenticated) download file of Company Data in XML format including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format.

B. Litigation Holds. In the event of litigation requiring preservation or production by Company of Company Confidential Information and/or Company Data or other information related to the Products, Contractor agrees to comply fully with any litigation hold request issued by Company, including by initiating a timely, comprehensive, and effective litigation hold immediately upon receipt of the request from Company. Implementation of such a hold shall include, but not be limited to, suspending any auto-delete functionality or routine deletion of backup tapes. Contractor also agrees to cooperate fully with Company in complying with any obligation by Company to produce Company Confidential Information and/or Company Data or other information related to the Products. Such cooperation shall include, but not be limited to, providing access to knowledgeable personnel to coordinate with Company or its legal representatives, discovery vendors, or other vendors, to ensure the appropriate preservation and collection of all relevant information and data.

EXHIBIT B OCCIDENTAL CHEMICAL CORPORATION DRUGS, ALCOHOL, AND CONTROLLED SUBSTANCES REQUIREMENTS

1.0 REQUIREMENTS

Contractor is required to maintain a drug and alcohol policy and program which comply with the spirit and intent of the Company's drug and alcohol policy and program, which provides in pertinent part:

"The Company strictly prohibits reporting to or being at work with either illegal drugs (under either Federal or state law), unregulated designer drugs and/or a measurable amount of alcohol in the body. The manufacture, distribution, dispensing, possession, sale, purchase, or use of drug paraphernalia, a prohibited controlled substance and/or alcohol while on Company sites or while on Company business is a violation of Company's policy. The use or possession of unauthorized prescription drugs or unauthorized over-the-counter drugs while on Company sites or on Company business is a violation of Company's policy. The use of any substance which causes or tends to contribute to unacceptable work performance, reporting for work or working while under their influence is also prohibited by the Company."

Contractor agrees to communicate and enforce its drug and alcohol policy and program to Contractor's Personnel while on the job, on Company owned, leased, occupied or operated property, or while in or aboard vehicles, vessels, helicopters or aircraft in furtherance of Company's operations (collectively "Company Premises"). Any Contractor Personnel found or suspected to be in violation of Contractor's policy will be removed from their work assignment and denied access to the job site.

2.0 ENFORCEMENT

Contractor is required to take whatever steps it deems necessary to enforce the above requirements and to ensure that involvement with drugs and alcohol on the part of the Contractor's Personnel working on behalf of the Company and/or on the Company's Premises or with Company's Personnel does not occur. Contractor shall comply with Applicable Law including, all applicable federal, state and local drug and alcohol related laws and regulations, including, without limitation, the applicable U.S. Department of Transportation (DOT) regulations. Contractor is required to have a drug and alcohol policy in place and a functioning drug and alcohol testing program which includes training for supervisors and employees, provisions for pre-employment, post-accident, random, reasonable suspicion, return to duty and follow up testing as allowable under local, state and federal law. At a minimum, training, testing requirements and procedures, including testing mechanisms, substances and cut-off levels, must comply with current DOT guidelines under 49 CFR Part 199.

3.0 SEARCHES

As allowable under federal, state and local law, the Company has the right to conduct or require Contractor to search Contractor's Personnel while on Company business or on Company's Premises including parking lots, surrounding grounds, work areas and property used by Contractor's Personnel (i.e., desks, lockers, computers, vehicles, etc.). Contractor's Personnel will be required as a term and condition of access to Company's Premises including property or facilities to submit to periodic searches of personal property including, but not limited to, lunch boxes, luggage, containers, packages, toolboxes, brief cases, purses and vehicles brought onto Company Premises.

4.0 ASSURANCES

Upon request, Contractor is required to provide in writing to Company the following:

1. Assurance that their drug and alcohol policy, program, requirements, procedures and practices are consistent with those required herein.
2. Records that may be reviewed by Company to ensure adherence to the requirements herein.
3. Participation in Contractor Drug Testing Program with access to Contractor employee specific drug test results through Company's third party administrator.

5.0 TESTING

All Contractor employees must undergo testing for the presence of alcohol or illegal substances. Company currently tests for the presence of alcohol, amphetamines, cocaine, marijuana, opiates, and PCP.

All testing is subject to four basic requirements.

1. Use NIDA (National Institute of Drug Abuse) Certified Laboratories.
2. No on-site testing of samples.
3. GC/MS confirmation required after a positive screen (gas chromatography, mass spectrometry).
4. Medical review officer verification of a positive test.

Company permits the testing protocol established by the Department of Transportation as the minimum quality standard for tests. Minimum requirements include an annual periodic and reasonable suspicion testing policy. If requested by Company, Contractor will participate in a consortia that links drug testing results to Site entry requirements.

6.0 AUDITING

Company reserves the right to audit Contractor's records to assure compliance with this policy.

EXHIBIT C OCCIDENTAL CHEMICAL CORPORATION SURVEILLANCE TECHNOLOGY GUIDELINES

Without limiting or enlarging the generality and application of any Sections of the Agreement, the Contractor shall abide by, and shall cause the Contractor personnel to abide by, these Surveillance Technology Guidelines set forth in this Exhibit, as applicable. Notwithstanding the foregoing, Company and Contractor hereby agree that nothing in this Exhibit will be deemed to modify the provisions of the Agreement regarding assumption of liability and indemnity. Further, the Parties hereby agree that the obligation to "ensure" a particular matter as used in this Exhibit requires only that a Party take reasonable steps to obtain the desired result and does not constitute or require a warranty or warranty of any kind.

Operational Video Surveillance. The Company deploys video cameras throughout all key facilities for operational surveillance and safety compliance purposes. The camera feed is monitored from control rooms 24 x 7 and from authorized computers on demand. Video is archived for a defined period of time. The Company's authorized users have access to the video archival. All videos are Company property.

The following shall govern Contractor responsibilities with respect to operational video surveillance:

- * Contractor hereby acknowledges the Company's right to perform the above described activities.
- * Company's video archival data shall stand as an official record for incident documentation and investigation.