



DIXIE CHEMICAL COMPANY, INC. ("BUYER")

STANDARD PROCUREMENT TERMS AND CONDITIONS

THIS DOCUMENT CONTAINS ALL TERMS OF THE PARTIES' AGREEMENT CONCERNING THE MATERIALS OR SERVICES DESCRIBED ON THE PURCHASE ORDER ISSUED BY BUYER TO THE NAMED SELLER ("Seller"). IT MAY NOT BE ADDED TO, MODIFIED OR SUPERSEDED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER AND SELLER. DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN SELLER'S RESPONSES ARE HEREBY OBJECTED TO AND NO SUBSEQUENT CONDUCT BY BUYER SHALL BE DEEMED TO BE AN ACCEPTANCE THEREOF.

A. TERMS AND CONDITIONS APPLICABLE TO ALL AGREEMENTS

- 1) Seller shall use reasonable efforts to perform the Services within the schedule agreed between Buyer and Seller, or, if no schedule is agreed, Seller shall perform the Services within a reasonable time.
- 2) In case of default by Seller, Buyer may obtain materials and services from other sources and hold Seller responsible for any damages occasioned up to the contract value.
- 3) Prior to payment of any invoice and for a reasonable time thereafter, Buyer shall have the right during regular business hours to audit Seller's business records relating to its performance and invoice calculations hereunder and Seller shall cooperate with such audits. Such audit rights shall not extend to Seller's fixed rates and fees, standard charges or percentage multipliers.
- 4) The discount period, if any, stated on the face of the purchase order shall be calculated from the date of invoice of a proper invoice from Seller.
- 5) All non-public technical specifications, operating processes, plant capacities and other non-public commercial information furnished by Buyer, or its agents, to Seller or observed by Seller in connection with this purchase order remain the exclusive intellectual property of Buyer and shall be treated by the Seller as proprietary and shall not be disclosed or used, for purposes other than those associated with this Contract, without prior written approval of Buyer making reference to this section A.5. Upon completion, cancellation or termination of this Agreement, Seller shall return to Buyer all embodiments of the foregoing, including all copies, extracts or derivatives of tangible materials containing any of the foregoing made by Seller or third parties employed by Seller. Notwithstanding the foregoing, Seller shall be permitted to retain a single copy of such information in its secure archives for record purposes only.

Seller's obligation of confidence and non-use shall not apply to information which: (a) is, or without fault of Seller becomes, available to the general public; (b) was known to Seller prior to receipt hereunder as can be evidenced by writing in Seller's possession; (c) is lawfully received by Seller from a third party without binder of secrecy and not as result of misappropriation by third party; or (d) Seller can reasonably demonstrate was developed by employees of Seller who had at the time no direct or indirect access to the relevant Buyer information.

- 6) To the extent this purchase order requires or results in Seller preparing, writing, designing or composing any written, pictorial, graphic, sculptural, musical or three-dimensional work (such as, but not limited to, reports, manuals, books, literature, forms, print, radio and television advertising and promotional material, video tapes, slides, movies and audio-visual materials and computer programs and operating systems) using any information Seller obtains from or on behalf of Buyer in anticipation or in performance of this purchase order, Seller agrees that all worldwide copyright rights in same, and in derivative works based on same are the property of Buyer. Depositing payment from Buyer pursuant hereto constitutes written assignment by Seller of such rights to Buyer, and Seller agrees to execute without cost any further evidence and confirm Buyer's ownership of all rights therein.
- 7) Seller shall comply with all federal, state and local laws, regulations and codes applicable to its performance hereunder, including without limitation environmental, safety, health, registration, licensing and employment laws.
- 8) Seller agrees to protect, defend, hold harmless, indemnify and save Buyer, Buyer's consultants, and agents and employees of any of them, harmless from and against any and all expenses, claims, damages, demands, losses, expenses, including but not limited to attorneys' fees, or causes of action of every kind and character arising in favor of any person, including employees of both Buyer and Seller, arising out of or resulting from Seller's performance, provided that such claim, damage, demand, loss, expense, including but not limited to attorneys' fees, or cause of action is attributable to bodily injury, sickness, disease or death, or to injury or damage to or destruction of property, to the extent caused by Seller's breach of its obligations or representations and warranties hereunder or negligent acts or omissions of Seller, any subcontractor of Seller, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, demand, loss, expense, including but not limited to attorneys' fees, or cause of action is caused in part by a party indemnified hereunder.
- 9) Seller's obligation to indemnify Buyer from claims brought by third parties on account of Seller's breach of its obligations or representations and warranties or negligent performance hereunder shall not be limited in amount.
- 10) Seller agrees to protect, defend, hold harmless, indemnify and save Buyer, harmless from and against any and all expenses claimed or owed by all third parties contracted by the Seller on behalf of goods or services provided to the Buyer. The Buyer shall be granted reasonable access, upon request to Seller, written confirmation that third parties contracted by the Seller have been paid in full for goods and services rendered to Buyer in support of Seller's obligation.
- 11) If the manufacture, transportation, delivery, receipt or use by either party of any material or services covered hereby is prevented, restricted, substantially delayed or interfered with by reason of any event or cause whatsoever beyond the reasonable control of the party so affected, such



party, upon prompt notice to the other party (and, in case Buyer gives such notice, in advance of actual shipment), shall be excused from making and taking deliveries hereunder to the extent of such prevention, restriction or interference but, at Buyer's option, deliveries so omitted shall be made, upon notice thereof to Seller, upon cessation of such contingency.

- 12) Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Clause required by the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (41 CFR 60-250.4) and the Equal Opportunity for Workers with Disabilities Clause required by the Rehabilitation Act of 1973, as amended (41 CFR 60-741.5) are part of this purchase order and binding upon Seller unless exempted by rules, regulations or orders of the Secretary of Labor. The word "contractor" in such clauses shall mean Seller, as applicable.
- 13) Neither party may assign its rights or delegate its obligations hereunder without the other party's written consent which shall not be unreasonably withheld, except to the assignee of substantially all the assets to which this purchase order relates.
- 14) This agreement shall be governed by the laws of the State of Texas, excluding its conflict of laws rules.
- 15) Seller agrees to provide and keep current with Buyer a completed W-9 Internal Revenue Service Form.
- 16) Buyer's settlement terms are Net 60 days from receipt of invoice.
- 17) Seller agrees to submit all invoicing to Buyer within 60 days of final completion of services and/or final shipment/delivery of goods. Buyer payment of invoicing submitted after 60 days shall be at Buyer's discretion. Buyer agrees to notify Seller in writing within 30 days of invoice receipt regarding disputed charges. Seller agrees to make reasonable efforts to resolve the disputed invoicing with Buyer within 30 days of notification. If no action is taken by the Seller to resolve the invoice portion in dispute, payment of the portion in dispute by Buyer shall be at Buyer's discretion.
- 18) Upon Buyer's written request, Seller agrees to keep a current approved mutual non-disclosure agreement (MNDA) on file with Buyer
- 19) Buyer will compensate Seller for Services performed pursuant to this Purchase Order on a reimbursable rate basis in accordance with an existing commercial agreement if one exists and is in effect between Buyer and Seller. Charge rates for Seller employees are subject to annual review and revision in accordance with Seller's standard procedures, and the markups and allowances set forth in Exhibit A are further subject to review and revision once each calendar year. Seller shall submit invoices to Buyer for Services rendered and costs incurred every month, and Buyer shall pay such invoices by electronic funds transfer to Seller's designated bank account within sixty (60) days of receipt. Such invoices shall be accompanied by time sheets and other documentation which may reasonably be required to show evidence of the actual hours worked and other direct costs incurred that are not the subject of either a multiplier or pre-determined charge. No percentage of any payment may be withheld or retained by Buyer.

B. SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO PERFORMANCE AT BUYER'S SITE

- 1) Whenever Seller's employees, subcontractors or others under Seller's control perform services hereunder at Buyer's premises or, at Buyer's direction, at premises of others, including without limitation services ancillary to sale of materials, Seller shall maintain and shall require subcontractors, if any, to maintain the following kinds of insurance with limits as set forth below:

a) Workers' Compensation	Statutory
b) Employers Liability	\$1,000,000 each Occurrence
c) Commercial General Liability (including Coverage for Products/ Completed Operations, Blanket Contractual and XCU)	Personal Injury and Property Damage \$2,000,000 combined single limit per occurrence and \$5,000,000 annual aggregate
d) Business Auto Liability (covering owned, non-owned and hired vehicles)	Bodily Injury and Property Damage \$2,000,000 combined single limit per occurrence and annual aggregate

All insurance policies required under sub clauses (b)-(d) above shall name Buyer as an additional insured, and shall further include coverage for the contractual liabilities assumed by Seller hereunder, provided that Buyer's additional insured status shall only attach where Seller is liable to indemnify Buyer pursuant to the terms of this purchase order, and then only to the extent of the policy limits required by this purchase order. All policies of insurance obtained by Contractor or its subcontractors in accordance with this agreement shall contain a provision that the insurer waives rights of subrogation against Buyer and its insurers.

Before commencing to perform such services, Seller shall furnish insurance certificates as directed by Buyer, satisfactory in form and substance to Buyer, showing the above coverages. Seller shall provide at least ten days prior written notice to Buyer of cancellation or modification. A current copy of certificate of insurance must be supplied to Buyer for filing.

- 2) Whenever Seller's employees, subcontractors or others under Seller's control perform services at Buyer's premises or, at Buyer's direction, at premises of others, (i) such persons shall comply with all rules and regulations of such premises and (ii) Seller shall keep materials and the premises on which the work is done free and clear of all liens for material and labor incident to the performance of Seller's services hereunder.
- 3) Seller acknowledges that it is Buyer's policy to maintain a drug, alcohol and tobacco free work environment for its employees and to discourage alcoholism, and that the presence on the job site of employees of Seller who are under the influence of drugs or alcohol is inconsistent with, and a violation of, Seller's obligation to complete its work in a safe and efficient manner. Accordingly, Seller agrees as follows:



- a) Seller will notify its employees, subcontractors and material men that contractors and their employees are not permitted to bring on to any Buyer work site any alcoholic beverage, tobacco containing products, or controlled dangerous substance, as that term is defined in the "Controlled Dangerous Substance Act", nor to enter any Buyer work site while under the influence of alcohol or any controlled dangerous substance or any performance-impairing substance, including without limitation performance-impairing prescription or over-the-counter drugs.
- b) Seller will not permit or condone its employees or employees of its subcontractors and material men bringing any alcoholic beverage or any controlled dangerous substance onto any Buyer work site or working while under the influence of alcohol or any controlled dangerous substance or any performance-impairing substance. Buyer's premises are tobacco free. The use or consumption of tobacco in any form is prohibited.
- c) Seller will remove from Buyer's work site any of its employees found to be in possession of, or under the influence of any alcoholic beverage or any controlled dangerous substance or any performance-impairing substance while on Buyer's work site and will cause its subcontractors and material men to take similar actions with respect to their employees. Any employee removed from a Buyer work site pursuant to this section shall not thereafter be allowed to enter a Buyer work site without written consent of Seller.

Seller acknowledges the failure to comply with the provisions of this Section shall constitute grounds for termination of this contract, for cause. As used herein, Buyer's work site includes not only the portion of Buyer's property on which Seller is performing services hereunder and the premises of others on which, at Buyer's direction, Seller is performing services hereunder, but also all of Buyer adjacent property, including other areas of its plant, access roads, parking lots and material storage.

- 4) For any chemical brought onto Buyer's premises, Seller shall provide Buyer a current material safety data sheet ("MSDS") for that chemical.

C. SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO PURCHASES OF GOODS

- 1) Seller represents and warrants that all materials, supplies and equipment (herein collectively referred to as materials) delivered will conform with all applicable laws and will be of good quality and new unless otherwise provided on the face of this purchase order; that materials, the process by which they are made and the use for which they are specifically designed by Seller will not infringe any patent; and that each chemical substances sold hereunder has been reported to the EPA, as required by the Toxic Substances Control Act and Regulations, for inclusion in the inventory of chemical substances compiled by the Administrator of the EPA. Materials, supplies and equipment not conforming to these requirements will be considered defective. Seller will defend, indemnify and save harmless Buyer from and against any and all loss, liability and expense by reason of any actual or alleged violation of such laws and any actual or alleged infringement of such patents and Seller shall, upon notification, promptly assume full responsibility for the defense of any suit or proceedings which may be brought against Buyer or any of its subsidiaries, affiliated companies, agents or vendors by reason of the use or sale of any equipment or processes furnished hereunder (which are not of Buyer's design) for actual or alleged violation of such laws, infringement of patents or trade secrets, or for all alleged unfair competition resulting from similarity of design, trademarks or appearance of equipment. Seller further shall indemnify and hold Buyer, its subsidiaries, affiliated companies, agents and vendors harmless from and against any and all expenses, losses, claims, royalties, profits and damages, including court costs and attorney's fees resulting from the bringing of such suit or proceedings or threat thereof and from any settlement, decree or judgment therein. Buyer reserves the right to control any such suit or proceedings and may be represented by its own counsel in any such suit or proceedings if it so desires.
- 2) Seller represents and warrants that materials have been produced in compliance with the requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended.
- 3) Seller warrants good title to all materials and that the materials are of merchantable quality, free from defects in design, workmanship and materials and conform to the most stringent of any specifications, performance guarantees, drawings, samples, or other descriptions referenced in this purchase order or Seller's sales literature or required by law. Except when otherwise specified on the face of this purchase order, Seller warrants that materials furnished by it shall be new and of first grade. Whenever Seller both provides and installs material, Seller warrants that materials furnished shall be compatible with the system into which Seller installs them. Whenever Seller provides raw materials for incorporation into Buyer's products, Seller warrants that it subscribes to the principles of Responsible Care® developed by the American Chemistry Council or will strive towards responsible management of chemicals by implementing practices that guide the safe manufacturing, distribution, and use of chemicals.
- 4) Materials are subject to inspection and test by Buyer both at the plant where they are manufactured and within a reasonable time after receipt at Buyer's designated location. Seller is responsible for and will make good any defects in workmanship and or materials covered by this purchase order, which defects become apparent within 12 months from the date of receipt at Buyer's designated location. Seller is not relieved of the responsibility imposed by this clause, either as to proper packing, quality of materials or specifications, by reason of acceptance by Buyer.
- 5) Seller shall inform Buyer of all design changes, improvements, modifications, adjustments, upgrades, downgrades, names or numbers relating to material covered by this purchase order (collectively "Changes") promptly upon receipt of this purchase order. Buyer shall have the right to reject the material within a reasonable time after its receipt in the event of such Changes, whether or not Seller informs Buyer thereof. In the event of Changes, that affect the operation or safety procedures associated with the material, then Seller shall be responsible to provide at no additional cost to Buyer, all training and information appropriate to facilitate safe operation.
- 6) Invoices and bills of lading showing full routing, car numbers, etc. should be dated and mailed at the time of shipment and a separate invoice must be made for each destination showing point of shipment and how shipped. Invoices bearing transportation charges must be supported with attached original receipted transportation bills and, in the case of consolidated carload shipments, must show weight and rate.
- 7) Unless otherwise provided on the face of this purchase order: (a) title to all materials shall pass to Buyer upon receipt at Buyer's designated location and (b) risk of loss shall pass to Buyer upon receipt at Buyer's designated location, except that when Seller both provides and installs the material, risk of loss shall pass to Buyer upon Buyer's approval of installation.



- 8) SELLER MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO MATERIALS, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY OR FITNESS OR AGAINST INFRINGEMENT OR OTHERWISE, OTHER THAN THOSE EXPRESSLY STATED IN THIS PURCHASE ORDER AND BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE MATERIALS PURCHASED WHETHER USED SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES OR EQUIPMENT.
- 9) Seller shall provide Buyer a current material safety data sheet ("MSDS") for each material supplied to Buyer under this agreement on an annual basis or sooner in the event such document has been recently modified.

D. SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO PURCHASES OF SERVICES

- 1) Seller represents and warrants that all services performed hereunder shall be performed in accordance with standards customarily utilized by recognized professional engineering organizations of similar size and capability as Seller in existence at the time of performance of the Services and performing work similar to the Services, and in conformance with all laws, specifications, plans, or drawings referenced herein or applicable thereto. Services not conforming to these requirements will be considered defective. In the event of any conflict among the foregoing, prior to performing the work, Seller shall inform Buyer in writing of the conflict and obtain Buyer's written directions resolving the conflict. Seller represents and warrants that it has available all resources (including without limitation the requisite qualifications, experience, skills and trained staffing) necessary to perform its obligations under this purchase order in a timely fashion. Seller further warrants and that all such work shall be free of errors or defects. Seller shall immediately correct such error or defect at no additional cost to Buyer, provided, however, that Seller shall have no liability or responsibility for (i) reconstruction or rectification of any facilities, (ii) repair or replacement of any materials, equipment or facilities or (iii) the costs associated with such reconstruction, rectification, repair or replacement. **THE FOREGOING OBLIGATIONS IN THIS SECTION D(1) GOVERN AND SUPERSEDE ANY OTHER TERMS IN THIS PURCHASE ORDER WHICH ADDRESS WARRANTIES, GUARANTEES, OR THE QUALITY OF THE SERVICES AND ARE SELLER'S SOLE WARRANTY AND GUARANTEE OBLIGATIONS AND BUYER'S EXCLUSIVE REMEDIES WITH RESPECT THERETO. SELLER MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE EXPRESSLY DISCLAIMED AND WAIVED.**
- 2) Whenever Seller performs repair services, Seller warrants that it shall (a) repair components to performance standards equal to the performance of such components when new and (b) ensure that the repaired component is compatible with the system of which it is a part.
- 3) Whenever Seller performs installation services, Seller warrants that the finished work complies with manufacturer's specifications.
- 4) Whenever Seller is compensated hereunder on a time or time and material basis, then regardless of where Seller performs its services, Seller shall comply with the Section B3 requirements to take diligent measures to avoid performance by any individual hereunder when under the influence of alcohol, illegal drugs or performance-impairing prescription drugs.
- 5) Seller shall be an independent contractor with respect to Seller's performance hereunder, and neither Seller nor anyone employed by Seller shall be deemed for any purpose to be the employee, agent, servant, or representative of Buyer in such performance or part thereof in any manner dealt with hereunder. Buyer shall have no direction or control of the Seller or its employees and agents except in the results to be obtained. The Work contemplated herein shall meet the approval of Buyer and be subject to a general right of inspection for Buyer to secure the satisfactory completion thereof. The actual performance and supervision of Seller's performance hereunder shall be by Seller, but Buyer and its representatives shall have unlimited access to the work site and areas of Seller's performance to determine whether Seller's performance is in accordance with the provisions of the purchase order and these terms and conditions.
- 6) BUYER and SELLER acknowledge and agree that all work and operations performed by SELLER and its employees (defined to include SELLER's direct, borrowed, special or statutory employees) pursuant to this Agreement are an integral part of and are essential to the ability of BUYER to generate BUYER's goods, product or services. In further consideration of the amounts to be received by SELLER pursuant to this Agreement, BUYER and SELLER agree that SELLER shall be responsible for the payment of all compensation benefits paid to or for the benefit of SELLER's employees. SELLER and/or SELLER's underwriters agree that they shall have no right to seek and shall not seek any contribution or indemnity from BUYER for any compensation benefits paid by SELLER and/or SELLER's underwriters.
- 7) Seller shall comply with all OSHA, EPA, and TCEQ and any other applicable federal, state, or local laws and/or regulations and shall take all steps necessary so that each and every employee of Seller and Seller's subcontractors is informed of and complies with Seller's safety rules prior to starting any work. Seller shall continually monitor the work of its employees and subcontractors to insure proper, safe performance thereof and adherence to all laws, rules and regulations and the Buyer's safety procedures.
- 8) The cancellation of all liens and claims that might be recorded against the property growing out of Seller's performance hereunder shall be at the cost and expense of Seller and the cost of same may be retained by Buyer from any payments due Seller. As a pre-condition to Buyer's payment of the amounts due under Seller, Seller shall certify to Buyer in writing that all services, labor, materials and equipment expended or incorporated into or utilized in Seller's performance hereunder as of the date of such payment have been fully paid for by Seller and that no claim or dispute exists between Seller and any supplier or subcontractor relative to the such services, labor, materials and equipment. At Buyer's request, Seller shall provide satisfactory documentation evidencing payment of Seller's subcontractors and suppliers for the services, labor, materials and equipment expended or incorporated into or utilized in Seller's performance hereunder which is covered by any payment request.
- 9) Seller's performance hereunder is to be done in strict accordance with these terms and conditions and any specifications, plans, or drawings referenced herein or applicable thereto. No new or different work of any kind whatsoever and no changes in said specifications, plans, or drawings shall be deemed as extra unless a separate written estimate of the same shall have been submitted by Seller and the written consent of Buyer given therefor before its commencement.
- 10) Buyer shall have the right, in addition to any other rights or remedies it may have hereunder or by law to cancel this contract immediately upon the giving of written notice if Seller enters voluntary or involuntary bankruptcy or receivership proceedings, makes an assignment for the benefit of



creditors, engages in gross safety violations or violations of applicable federal or state laws, rules or regulations, or breaches this Contract in any material respect; whereupon Buyer shall be relieved of all further obligations hereunder.

E. FORCE MAJEURE.

In the event of war, fire, flood, strike, labor trouble, breakage of equipment, accident, riot, acts of governmental authority, acts of God, or other contingencies beyond the reasonable control of the Buyer, interfering with the production, supply, transportation or consumption practice of the Buyer at the time respecting the goods or services provided hereunder, or in the event of inability to obtain on terms deemed by Buyer to be practicable any raw material (including energy source) used in connection therewith quantities so affected shall be eliminated from Buyer's obligations without liability, but the contract shall otherwise remain unaffected. Buyer may, during any period of shortage from Seller due to any of said causes, acquire energy, goods and services in such manner as buyer deems practicable to operate. Seller shall hold Buyer harmless from further obligations. Both the Buyer and Seller must notify the other party within 2 business days after invoking Force Majeure and within 2 business days ending Force Majeure.

NOVEMBER 1, 2020