

PURCHASE ORDER
TERMS AND CONDITIONS

1. **DEFINITION:** "Materials" as used in this Order means materials, equipment and any other articles covered by this Order.
2. **CONTRACT:** (a) This Order constitutes the entire contract between the parties. Acceptance is limited to the terms hereof and Buyer hereby objects to any additional or revised terms proposed by Seller. No revision of or addition to this Order or any of its terms and conditions shall be effective (whether or not in Seller's acknowledgement or other form including, without limitation, Seller's standard sales terms and conditions) unless agreed to in writing by Buyer. Shipment of any of the Materials constitutes acceptance of all the terms and conditions hereof whether or not Seller has acknowledged this Order. Neither course of performance nor course of dealing nor usage of trade shall be used to interpret, construe, qualify, explain or supplement any of the terms of this Order. (b) In the event of any inconsistency between these printed terms and conditions, and the face hereof or any supplemental conditions attached hereto, the face or such supplemental conditions shall prevail. (c) Buyer shall have the right to make changes within the general scope of this Order, but no additional changes by Seller will be allowed unless authorized in writing by Buyer. If changes affect the delivery schedule or the amount(s) to be paid by Buyer, Seller shall notify Buyer immediately and negotiate an adjustment.
3. **PRICE; PAYMENT; INVOICE:** This Order shall not be filled at higher prices than specified therein. If price is omitted, the Materials shall be billed at price last quoted or paid, or at the prevailing market price on the date of this Order, whichever is lower. Buyer shall pay undisputed invoices upon Buyer's next payment system run immediately following the expiration of seventy-five (75) days from the date Buyer receives the invoice as specified by Buyer. Any transportation charges set forth in an invoice shall be supported with original receipt transportation bills showing weight and rate.
4. **DELIVERY:** Time is of the essence. If Seller fails to make shipment or delivery when due, or if any shipment or delivery is made which is not in all respects in accord with this Order (including time of shipment or delivery), Buyer reserves the right to reject such delivery and, if Buyer so elects, Buyer may treat this Order as repudiated by Seller and cancel it or any outstanding deliveries hereunder, without prejudice to Buyer's right to claim damages or to enforce any other remedy provided by law. All expenses of transportation and storage, if any, resulting there from shall be for Seller's account.
5. **INSPECTION:** Buyer shall have the right to inspect at Seller's plant or following receipt, at its election, any and all Materials and to reject those which do not conform to Buyer's specifications, or, if not so specified, which do not conform to standard specifications. Moreover, Materials are subject to Buyer's inspection notwithstanding prior payment. All cost incurred and damages sustained by Buyer as a result of rejections made under the provisions hereof shall be for Seller's account and Buyer may return such Materials at Seller's expense. Seller shall not amend, restate, or otherwise modify or discontinue the agreed upon specifications without the prior written consent of Buyer.
6. **WARRANTY:** Seller warrants that all Materials and their packaging shall strictly conform with the specifications by which they are ordered herein and shall be in all respects suitable for the particular purpose or use for which they are purchased by Buyer, if the Seller knows or has reason to know the purpose or use. Seller warrants all Materials furnished and/or installed by it hereunder to be new and not used or reconditioned (unless otherwise specified in this Order) and free from defects in materials or workmanship for a period of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment, whichever date is later. In addition, Seller warrants free and clear title on Materials contemplated in this Order and that the sale of Materials sold hereunder shall be delivered free of the rightful claim by anyone of any infringement of any patent covering the Materials itself or the process for making it. At Buyer's option, Seller shall repair defective Materials or replace defective Materials with on-specification Materials.
7. **FOOD AND DRUG GUARANTY:** If this Order relates to the purchase of any food, drug, or cosmetic, or substance, the intended use of which results or may reasonable be expected to result, directly or indirectly in its becoming a component or otherwise affecting the characteristics of any food (including any substance intended for use in producing, manufacturing, packing, processing, preparing, treating, packaging, transporting, or holding food), Seller hereby guarantees that the article comprising each shipment or other delivery now or hereafter made by Seller to Buyer, as of the date of such shipment or delivery, is not adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, as amended, or within the meaning of applicable state laws or municipal ordinances in which the definitions of adulteration and misbranding are substantially the same as those contained in the above Act, and not an article which may not, under the provisions of Section 404 and 505 of said Act, be introduced into interstate commerce.
8. **INDEMNITY:** (a) Seller agrees to defend, protect, indemnify and hold harmless the Buyer Group from and against any and all claims, liabilities, losses, costs and expenses (including reasonable attorneys' fees) (collectively, "Claims") asserted against Buyer Group by the Seller Group or any third party, arising out of or are in any way related to: (i) Seller Group's presence on Buyer's leased or owned premises, including but not limited to personal injury or death; (ii) Seller's provision of Materials as contemplated by this Order; and (iii) Seller's breach of any provision of this Order, including but not limited to Section 6 (Warranty). If Buyer is Blue Cube Operations LLC, "Buyer Group" means Olin Corporation, Buyer and/or any of its agents, officers, directors, employees, contractors, and representatives. If Buyer is Olin Corporation, "Buyer Group" means Buyer and/or any of its agents, officers, directors, employees, contractors, and representatives. "Seller Group" means Seller and/or any of its agents, officers, directors, employees, contractors, and representatives. (b) If Materials purchased are of an

explosive, flammable, toxic, hazardous or otherwise dangerous nature, Seller agrees to defend, protect, indemnify and hold harmless Buyer Group against any and all Claims asserted against Buyer Group by the Seller Group or any third party on account of any personal injury and/or property damage caused by such Materials, or by the transportation or handling thereof, prior to the transfer of title and risk of loss from Seller to Buyer as set forth in Section 11. (c) Seller agrees to defend, protect, indemnify and hold harmless the Buyer Group from any and all Claims asserted against Buyer Group arising out of or are in any way related to Buyer's use or sale of any Materials (or part thereof) delivered hereunder based on any violation or alleged violation of any third party's intellectual property rights. Furthermore, in the event that Buyer Group should be enjoined in such suit or proceeding from using any of the Materials (or part thereof), Seller, at its option, shall promptly (a) secure termination of the injunction and procure for Buyer the right to use such Materials (or part thereof) without any obligation or liability, (b) replace said Materials (or part thereof) with non-violating Materials or modify same to become non-violating, all at Seller's expense and to Buyer's satisfaction, or (c) remove said Materials at Seller's expense and refund to Buyer the amount paid to Seller therefor.

9. **PACKING:** The Materials shall be properly packaged for shipment. Each package shall be numbered and labeled with Buyer's order number, stock number, contents and weight and shall contain an itemized packing slip. No charges will be allowed for packing, handling, crating, freight express, storage, drayage or cartage unless specified on the face hereof.

10. **EXCUSABLE DELAYS:** Neither party shall be liable for any delay or failure of performance due solely to strikes, fires, or other causes beyond its reasonable control and without its fault or negligence, provided that the party subject to such cause shall have given written notice thereof to the other as soon as the same could be anticipated, and if it could not be anticipated, promptly following the commencement thereof. If Seller should be unable, due to such a cause, to meet all of its delivery commitments for the Materials ordered herein as they become due, Seller shall not discriminate against Buyer or in favor of any other customer in making deliveries of such Materials. Seller shall use its best efforts to anticipate the effect of such cause and mitigate the effect of such cause and to make deliveries as expeditiously as possible. However, if Buyer believes that the delay or anticipated delay in Seller's deliveries may impair its ability to meet its production schedules or may otherwise interfere with its operations, Buyer may, at its option and without liability to Seller, cancel outstanding deliveries hereunder wholly or in part. Notwithstanding any provision of this Order, Seller agrees it will not claim impracticability to excuse its performance, whether by reason of Section 2-615 of the Uniform Commercial Code, usage of trade or otherwise.

11. **TITLE AND RISK OF LOSS:** For deliveries other than barge or ship, title to, and risk of loss of, Materials shall transfer from Seller to Buyer as Materials are unloaded off of carrier's equipment at the point of delivery unless otherwise provided for in the Order. For deliveries by barge or ship, title to, and risk of loss of, Materials shall transfer from Seller to Buyer as Materials are unloaded into Buyer's tanks, bins, or other storage facilities.

12. **INSURANCE:** Prior to Seller's commencement of any work pursuant to Section 6 (Warranty) or other terms of this Order, Seller shall, at its expense, procure and maintain the following types of insurance, in amounts at least equal to those specified below, issued by companies acceptable to Buyer, authorized to conduct business in the location in which the work is to be performed, and with a Best's rating of at least A-X:

Workers Compensation	Statutory limits, including coverage for occupational diseases, providing benefits as required by Federal (including Longshoremen's and Harbor Worker's Compensation Act, if applicable) and State law.
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Employer's Liability	\$1,000,000 each occurrence.
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General Liability Insurance	\$3,000,000 per occurrence, written on an occurrence basis.
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General Liability Coverage will include bodily injury, property damage, and personal and advertising injury; contractual liability (including without limitation, for claims arising pursuant to the indemnification obligations contained in this Purchase Order); products liability (including completed operations which shall be provided for 4 years after the sale of the materials, contract expiration or project completion, whichever is last); and sudden and accidental pollution.

Automobile Liability Insurance	\$3,000,000 combined single limit per occurrence. If hazardous Materials are to be transported, policy shall include the MCS-90- endorsement.
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All policies of insurance shall contain a waiver of subrogation against Buyer. All policies, except Worker's Compensation, shall include Buyer and other parties Buyer may designate as additional insureds using endorsements CG 2010 and CG 2037 (or their equivalent). All insurance required above shall be primary and non-contributory to insurance purchased by Buyer. All limits for liability insurance and required coverage may be provided through any combination of primary and excess liability or umbrella insurance. Insurance coverage required herein shall not be subject to a deductible or self-insured retention in excess of \$50,000 without the prior approval of Buyer. Seller shall be solely responsible for, and shall pay, all losses within any deductible or self-insured retention. Prior to commencing any work, Seller shall furnish to Buyer written certificates showing that such insurance has been procured and is being maintained, and shall also provide copies of endorsements, including those

evidencing additional insured status, primary and non-contributory status, and waivers of subrogation. The insurance described herein sets forth minimum amounts and types of coverage, and is not to be construed in any way as a limitation of Seller's liability under this Order.

If Seller will be providing services on-site at Buyer's premises, the following requirements shall apply in addition to the above stated requirements: Seller shall procure and maintain All Risk Property Insurance written on a replacement cost basis protecting Buyer and Seller for the full replacement cost of all property or equipment owned, leased or otherwise used by Seller in connection with the Services, which insurance shall also cover Buyer owned property in the care, custody or control of Seller away from Buyer's premises, and Seller shall require each subcontractor to provide and maintain insurance comparable to the insurance required in this Agreement.

13. LABOR; SITE ACCESS: If this Order covers the performance of labor and/or supervision of installation on Buyer's leased or owned premises, Seller shall comply with all safety rules and regulations of Buyer which may include, but not be limited to, the safety rules and regulations and hold harmless requirements of any lessor of Buyer's premises.

14. TAXES: Unless otherwise provided herein, prices shown on this Order include all taxes not expressly imposed by law on the Buyer of Materials ordered hereunder.

15. COMPLIANCE WITH LAW: In the performance of this Order, Seller represents and warrants that it and its subcontractors are compliant with all applicable Federal, state, and local laws, rules, regulations, statutes, ordinances, and orders, including, but not limited to the Immigration Reform and Control Act of 1986, as amended, and the Fair Labor Standards Act of 1938, as amended, modified and supplemented and all related implementing regulations and orders of the Secretary of Labor and any other state or local wage and hour law, relating to the compensation of its employees, including the requirements as to records. When applicable, the following provisions are incorporated into this Order,

Contractor and subcontractor shall comply with the EO Clause in Section 202 of Executive Order 11246, as amended, which is incorporated herein by specific reference and Executive Order 13496.

Contractor and subcontractor shall abide by the requirements of 41 CFR 60–300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

Contractor and subcontractor shall abide by the requirements of 41 CFR 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

16. DESIGNS, TOOLS, DIES, ETC.: (a) All designs, drawings, blue-prints, tools, dies, patterns or printing plates required to perform this Order, furnished by or paid for by Buyer, shall be the property of Buyer. Seller shall return the same to Buyer at the latter's request upon completion or cancellation of this Order, and the same shall not be copied or used by Seller without Buyer's written consent unless the copy or use is in furtherance of filling Buyer's orders. (b) Unless otherwise agreed herein, Seller, at its cost, shall supply all material, equipment, tools and facilities required to perform this Order. Any material, equipment, tools or other property furnished by Buyer or specifically paid for by Buyer shall be Buyer's property, shall be used only in filling orders from Buyer, and may on demand be removed by Buyer. Seller shall use such property at its own risk and shall be responsible for all loss of or damage to the same while in Seller's custody. Seller shall, at its cost, store and maintain all such property in good condition and repair. Buyer makes no warranties of any nature with respect to any such property, which is furnished "AS IS".

17. CONFIDENTIALITY: (a) As used in this Order, "Confidential Information" shall mean and include any and all of the following: information, know-how and data, whether technical or non-technical, regardless of the format, which is in any way, heretofore or hereafter, disclosed to Seller by or on behalf of Buyer or otherwise obtained by Seller, directly or indirectly, in the course of, as a result of, or in connection with this Order or in connection with proposals or negotiations for this Order. (b) Except as provided below and except as otherwise agreed to in writing by Buyer, Seller shall keep confidential, and prevent the disclosure of, Confidential Information, except, on a confidential basis, to such of its employees and subcontractors who need such Confidential Information in order to enable Seller to properly perform under this Order, and who are subject to similar confidentiality obligations obligating them at least to the same extent as Seller is obligated under this provision. Seller shall not use, or permit to be used, Confidential Information for anyone other than Buyer. Seller shall be responsible for any unauthorized disclosure of Confidential Information by such employees and subcontractors. Seller agrees to use the Confidential Information for the sole purposes of performing its obligations hereunder. (c) Seller's obligations under this CONFIDENTIALITY provision shall not apply, however, to Confidential Information when, after and to the extent that the Confidential Information either (i) is known to the public, (ii) was known to Seller prior to the first disclosure to Seller by or on behalf of Buyer and Seller can establish such fact by reasonably convincing evidence, (iii) is received by Seller in good faith from a third party having a bona fide right to make such disclosure and Seller does not violate any obligation which it may have to a third party with respect to such Confidential Information or (iv) is required to be disclosed by applicable law, court order or regulatory order provided, however, that prior to making any such disclosure, Seller shall provide Buyer with written notice of the proposed disclosure in order to provide Buyer with sufficient opportunity to seek a protective order or other similar order preventing or limiting the proposed disclosure and Seller shall disclose such Confidential Information only to the

extent required by the applicable law, the court order or the regulatory order. This CONFIDENTIALITY provision shall survive the expiration or termination of this Order.

18. ASSIGNMENT: Seller shall not assign this Order, or any part thereof, without consent of Buyer. Such consent, if granted by Buyer, shall not release Seller from its obligations and liabilities under this Order.

19. INSOLVENCY: Buyer may cancel this Order if any of the following events occur: insolvency or bankruptcy of Seller, the filing of a petition in bankruptcy against Seller, the appointment of a receiver or trustee for Seller, or any assignment for the benefit of its creditors.

20. NON-WAIVER: No waiver by either party of any breach of any of the terms of this Order to be performed by the other party shall be construed as a waiver of any subsequent breach, whether of the same or of any other term of this Order. No waiver of or exception to any of the provisions of this Order shall be valid unless specifically agreed to in writing.

21. APPLICABLE LAW: This Order shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict of laws provisions. The parties hereto do hereby consent to the jurisdiction of the state and federal courts of the State of Tennessee.

22. STATUTORY EMPLOYEES: As applicable, BUYER (as principal employer at BUYER's sites in Louisiana) and SELLER (as the direct employer of SELLER's employees at BUYER sites in Louisiana) mutually agree that, with respect to the work and/or services provided to BUYER in Louisiana under this Order, it is their intention to recognize BUYER as the statutory employer of (a) SELLER's direct employees and (b) employees which would otherwise be recognized as SELLER's statutory employees.