



**Blue Cube Operations LLC\***

## **General Terms and Conditions of Purchase**

1. This Order and its performance shall be construed according to the laws of the place where delivery is to be made under the provisions of this Order. The United Nations Convention on Contracts for the International Sale of Goods is excluded.
2. Shipment in full or in part under this Order without written objection to BUYER constitutes acceptance of this Order.
3. BUYER reserves the right to cancel any portion or all of this Order if any shipment is not made as specified by this Order. BUYER may also terminate this Order at any time for its own convenience. Upon such notice, SELLER shall stop all work and follow BUYER's instructions with respect to the disposition of all equipment and materials in process, title to which shall vest in BUYER. BUYER shall pay SELLER's actual costs for all work performed through the date of termination and SELLER shall have a duty to mitigate such costs.
4. Any goods or material delivered in excess of the amount called for by this Order, and any defective material delivered thereunder, may be refused and returned at the expense of the SELLER.
5. Except as expressly stated otherwise in this Order, no charge shall be allowed for handling, packing, crating, drayage or storage except as expressly agreed to by BUYER.
6. SELLER shall not assign this Order, or any part thereof, without consent of BUYER. Such consent shall not release SELLER from its obligations and liabilities under this Order.
7. Payment for the goods under this Order shall not constitute acceptance thereof. All goods shall be received subject to inspections and a reasonable opportunity for rejection by BUYER. Defective goods, as well as goods that do not meet applicable specifications, may be held by BUYER for inspection by SELLER and at risk and expense of SELLER. If instructions are not received within fifteen (15) days after notice of rejection, goods may be returned or sold for account and at expense of SELLER. No goods returned as defective shall be replaced without the written permission of BUYER.
8. Except as expressly stated otherwise in this Order, BUYER shall pay due and valid invoices upon Buyer's next payment system run immediately following the expiration of 60 days from the date BUYER receives the invoice at the location specified on this Order.
9. If goods are furnished by BUYER to SELLER or designee of SELLER in connection with this Order, SELLER shall be solely responsible for all such goods.
10. Neither party shall be liable for delays or defaults under this Order due to acts of God, acts of government authority, acts of public enemy, war, fires, floods, epidemics, strikes, labor troubles, or causes or contingencies reasonably beyond its control, but the provisions of this paragraph shall not prevent BUYER from canceling or terminating this Order in accordance with other provisions of this Order.
11. SELLER warrants goods furnished or services rendered under this Order shall be (a) of the quality and applicable specifications stated in this Order, (b) free from all defects in design, workmanship, and materials, and (c) appropriately packaged for and during transit and interim storage.
12. SELLER warrants that the goods and/or services covered by this Order are produced and sold free of patent infringements.
13. Failure of either party to exercise any of its rights under this Order on one occasion shall not waive its right to exercise the same on another occasion. No waiver of or exception to any of the provisions of this Order shall be valid unless specifically agreed to in writing. No waiver of a breach of any provision of this Order shall constitute a waiver of any other breach, or of such provision.
14. This Order is expressly limited to the terms and conditions contained in the provisions of this Order and any existing written and properly executed purchase contract for the named product or service between the parties. Any additional, conflicting, or different terms or conditions set forth in any invoice, in any acknowledgment of this Order, or in any document other than this Order as issued by BUYER, shall have no effect.
15. This Order may not be performed at higher prices than last quoted to BUYER without notice to and acceptance by BUYER.
16. SELLER warrants that it is in compliance with all applicable laws, rules and regulations including, without limitation, the U.S. Foreign Corrupt Practices Act, Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.
17. SELLER shall include an itemized packing list with each shipment, using the line item designations as they appear in this Order.
18. Any transportation charges set forth in invoices issued by SELLER pursuant to this Order shall be supported with original receipt transportation bills showing weight and rate.
19. In the event that the performance by SELLER under this Order requires entrance on or into premises of BUYER, SELLER shall comply with all safety rules and regulations of BUYER which may include, but not be limited to, safety and hold harmless requirements of BUYER.
20. SELLER ASSUMES THE ENTIRE RESPONSIBILITY AND LIABILITY FOR, AND WILL PROTECT, DEFEND AND INDEMNIFY BUYER (WHICH INCLUDES FOR PURPOSES OF THIS PARAGRAPH BUYER'S AGENTS, OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES) FROM AND AGAINST ANY AND ALL LOSSES, EXPENSES, DEMANDS, LIABILITIES, COSTS (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES) AND CLAIMS ("CLAIMS") MADE AGAINST BUYER BY SELLER OR ANY THIRD PARTY DUE TO ANY BODILY INJURY OR ALLEGED INJURY (INCLUDING DEATH AND/OR DISEASE), OR PROPERTY OR OTHER DAMAGE, ACTUAL OR ALLEGED, WHICH ARISE OUT OF OR ARE IN ANY WAY RELATED TO: (I) SELLER'S PRESENCE ON PREMISES OWNED, OPERATED OR LEASED BY BUYER; (II) SELLER'S PERFORMANCE OF SERVICES OR PROVISION OF GOODS; OR (III) SELLER'S BREACH OF ANY PROVISION OF THIS ORDER, EXCEPT TO THE EXTENT CAUSED BY BUYER'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT.
21. Except as expressly stated otherwise in this Order, delivery shall be DDP BUYER'S facilities address as noted on this Order or applicable purchase contract, with title to and risk of loss of the goods passing to BUYER at the point of delivery to BUYER's possession.
22. SELLER shall comply with all applicable Federal, State and Local laws and regulations.
23. 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.
24. In the performance by SELLER, with respect to the goods and/or services provided to BUYER under this Order, SELLER may be entrusted with or be given access to intellectual property or proprietary/confidential information belonging to, acquired by, or controlled by BUYER (BUYER IP Rights). BUYER shall remain the owner of BUYER IP Rights. No license or rights, by implication or otherwise, with respect to any BUYER IP Rights including patent rights, trade secrets, or other proprietary right of BUYER is granted to SELLER under this Order. SELLER agrees not to disclose any BUYER IP Rights to any third parties; and not to file any patent, utility model, or design application based on or disclosing BUYER IP Rights.

\*A wholly owned subsidiary of Olin Corporation