

STANDARD PURCHASE ORDER TERMS AND CONDITIONS FOR PLANT ON-SITE GOODS/SERVICES

1. **CAPTIONS.** As used herein, captions are for convenience of reference only, and shall not be construed to limit or extend the language of any other provision to which such captions may refer, unless expressly stated.
2. **DEFINITIONS.** As used herein, the term "Buyer," shall mean TPC Group LLC; the term "Supplier" shall mean the party identified on the face of an Order that is responsible for furnishing goods or services. "Order", or "Purchase Order" (collectively referred to as "Order") means the order document and/or proposal by which Buyer and Supplier agree to buy and sell a product or service; and "Supplies" means all articles, materials, goods, equipment, work and related services to be furnished by Supplier under an Order.
3. **SPECIFICATIONS/DRAWINGS/STATEMENTS OF WORK.** The Supplier shall comply with all specifications, drawings, and statements of work or item descriptions stated with the Order or referenced therein.
4. **ACCEPTANCE.** An Order becomes the exclusive agreement between the parties for the Supplies, subject to the terms and conditions herein. Any of the following shall constitute Supplier's unqualified acceptance of an Order: (a) acknowledgement of an Order, (b) furnishing of any Services under an Order, (c) commencement of performance or Services, or (d) acceptance of any payment. Additional or different terms or conditions proposed by Supplier shall be void and of no effect unless accepted in writing by the Buyer's procurement representative. No change in, modification of, or revision to an Order shall be valid unless in writing. By acceptance of an Order, Supplier agrees to obtain and use the proper issue of all documents referred to herein and required for performance.
5. **ASSIGNMENT.** Neither an Order nor any duty or right under it shall be delegated or assigned by Supplier without the prior written consent of Buyer. Supplier shall be liable for all acts, omissions, performance and obligations of its subcontractors. In the event Buyer consents to an assignment of payment, payment to an assignee of any claim for monies due or to become due shall be subject to setoff or recoupment for any present or future claim or claims, which Buyer may have against Supplier. Buyer reserves the right to make direct settlements or adjustments in price, or both, with Supplier under the terms of an Order notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to the assignee. In no event shall copies of an Order, or of any plans, specifications, or other similar documents relating to Services under an Order, if marked "CONFIDENTIAL," or "PROPRIETARY," be furnished to any assignee or to any other person not entitled to receive the same.
6. **PATENT INDEMNITY, TRADEMARKS, AND COPYRIGHTS.** To the extent that the Supplies are produced to detailed designs not originated and furnished by Buyer or by a process or method, the use of which is not specifically directed by Buyer, Buyer shall have no responsibility to Supplier for patent infringement and Supplier guarantees that the sale or use of such Supplies or related processes hereunder will not infringe any United States or foreign patents, trademarks, or copyrights. Supplier shall defend, indemnify, and hold Buyer and its customers harmless from any loss, cost, damage, expense (including attorney's fees), or liability which may be incurred on account of infringement or alleged infringement of patent rights, trademarks, or copyrights with respect to such Supplies, and defend, at its own expense, any action or claim in which such infringement is alleged by third parties, provided Supplier is notified of such actions or claims against Buyer.
7. **USE OF BUYER'S DATA AND CONFIDENTIALITY.** Supplier shall not reproduce, use, or disclose any data, designs, or other information belonging to or supplied by or on behalf of Buyer, except as necessary in the performance of Orders for Buyer. Upon Buyer's request, such data, designs, or other information, and any copies thereof, shall be returned to Buyer. Buyer shall be considered the person for whom the Supplies were prepared for the purpose of authorship in any copyrightable work created by Supplier under an Order. Where Buyer's data, designs, or other information is furnished to Supplier's sub-suppliers for procurement of Supplies by Supplier for use in the performance of Buyer's Orders, Supplier shall require and insert the substance of this provision in all its orders to sub-suppliers.
8. **INDEMNIFICATION.** Supplier shall take all precautions necessary, special or otherwise, and shall be responsible for compliance with all Federal, State, and local health, safety and environmental laws in the performance of Supplies hereunder. Without in any way limiting the foregoing undertakings, Supplier and its subcontractors at any tier shall maintain public liability and property damage insurance in reasonable limits covering the obligations set forth and shall maintain proper Worker's Compensation Insurance covering all employees performing an Order. Any of the following shall constitute Supplier's unqualified acceptance of Buyer's indemnification requirements: (a) acknowledgement of an Order, (b) furnishing of any Supplies under an Order, (c) commencement of performance or Supplies, or (d) acceptance of any payment. **SUPPLIER WILL, AT ITS EXPENSE, RELEASE, INDEMNIFY, DEFEND AND HOLD BUYER AND ITS AFFILIATES, CONTRACTORS, SUBCONTRACTORS (OTHER THAN SUPPLIER) AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS,**

AGENTS, REPRESENTATIVES, EMPLOYEES, INVITEES, HEIRS, SUCCESSORS AND ASSIGNS ("BUYER INDEMNITEES") HARMLESS FROM ANY LOSSES, COSTS, OR DAMAGE FOR PROPERTY DAMAGE OR BODILY INJURY (INCLUDING DEATH) ARISING OUT OF, RESULTING FROM OR OCCURRING IN CONNECTION WITH SUPPLIER'S PERFORMANCE OF WORK UNDER THIS AGREEMENT OR ITS PRESENCE ON BUYER'S SITE.

9. **SUPPLIER'S FINANCIAL STATUS.** Buyer shall have the right to terminate an Order, or any part thereof, for default without further cost or liability to Buyer in the event of the happening of the following: filing of a voluntary petition in bankruptcy by Supplier; filing of an involuntary petition to have Supplier declared bankrupt, the appointment of a receiver or trustee for Supplier, the execution by Supplier of an assignment for the benefit of creditors.
10. **WAIVER OF CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, CONSEQUENTIAL, OR OTHER INCIDENTAL DAMAGES.
11. **CUMULATIVE REMEDIES.** The rights and remedies herein reserved to Buyer shall be cumulative and additional to any other or further rights and remedies provided in law or equity.
12. **CHANGES.**
 - a. Buyer may at any time, by written notice, and without notice to sureties, if any, or assignees, make changes within the general scope of an Order in any one or more of the following: (i) drawings, designs, or specifications when the Supplies to be furnished are to be specially manufactured for Buyer in accordance with the drawings, designs, or specifications; (ii) quantity; (iii) method of shipping or packing; or (iv) place of delivery.
 - b. If any such change causes an increase or decrease in the cost of, or the time required for performance of any part of the Supplies under an Order, whether or not changed by the Order, Buyer will make an equitable adjustment in the Order price, the delivery schedule, or both, and will modify the Order. Any modification to the Order must be approved in writing by Buyer prior to initiating any Supplies under the Change Order.
 - c. Supplier must assert its right to an adjustment under this clause within thirty (30) days of receipt of the written Order. However, if Buyer decides the facts justify it, Buyer may receive and act upon a proposal submitted prior to final payment on the Order.
 - d. If Supplier's proposal includes the cost of property made obsolete or excess by the change, Buyer shall have the right to prescribe the manner of disposition of the property.
 - e. Failure to agree to any adjustment shall be a dispute under the DISPUTES clause herein. However, nothing in this clause shall excuse Supplier from proceeding with the Order as required.
13. **DISPUTES.** Any dispute under this Order which is not settled by agreement between the parties may be settled by appropriate legal or equitable proceedings. It is understood and agreed that if any such dispute is litigated, it shall be for the purpose of obtaining a judicial determination of the question of law and/or fact which is fair and reasonable; provided, further, that pending such judicial determination, Supplier shall proceed in accordance with Buyer's written directions. However, nothing in this clause shall excuse Supplier from proceeding with the Order as required.
14. **RESPONSIBILITY FOR PROPERTY.** Unless otherwise specified, Supplier shall be liable for any loss or damage to Buyer-furnished property to the Supplier. Supplier shall be responsible for returning any such property in as good condition as when received except for reasonable wear and tear or for the utilization of it in accordance with the provisions of an Order. Supplier shall include nothing in its prices for direct damage insurance on property of Buyer, as Buyer for its sole benefit insures such property. Title to all furnished property shall remain with Buyer, as appropriate.
15. **INSURANCE REQUIREMENTS.** If any personnel of the Supplier or its sup-supplier(s) come onto the Buyer's property or project site in connection with this Order, Supplier shall, at its own expense, procure and thereafter maintain the following types of insurance per project covering the period of performance of an Order:
 - a. Worker's Compensation Insurance including Employer's Liability with minimum limits of \$\$1,000,000 each employee and \$\$2,000,000 per occurrence;
 - b. Comprehensive General Liability Insurance, including contractual liability and sudden and accidental pollution liability, with limits of at least \$\$5,000,000 combined single limit for personal injury, advertising injury, bodily injury, and property damage for each occurrence and aggregate; and
 - c. Comprehensive Automobile Liability Insurance with limits of at least \$\$1,000,000 combined single limit for bodily injury and property damage for each person and \$\$5,000,000 per occurrence.

All insurance shall designate Buyer, Buyer's agents, employees, and directors as an additional insured. All such insurance must be primary, not contributory, and required to respond and pay prior to any other available and collectible coverage.

Supplier shall furnish under an Order a certificate or adequate proof of the foregoing insurance as directed by Buyer. Insurance Certificates will indicate that the insurance carriers shall endeavor to provide Buyer thirty (30) days prior written notice of material change or cancellation (except 10 days for non-payment). Any deviation from the above-stated insurance

requirements requires a written waiver from Buyer.

FURTHERMORE, SUPPLIER WAIVES ALL PRESENT AND FUTURE RIGHTS OF SUBROGATION AND SUPPLIER AGREES TO THE FULLEST EXTENT PERMITTED BY LAW, TO RELEASE, DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS THE BUYER FROM AND AGAINST ANY AND ALL CLAIMS OF SUBROGATION ARISING UNDER THIS ORDER.

16. **FORCE MAJEURE.** Supplier shall not be charged with any liability for failure or delay in making deliveries when such failure or delay is due to any cause beyond the control and without the fault or negligence of Supplier, provided that Supplier shall give Buyer prompt notice in writing when it appears that such cause will delay deliveries under an Order. Examples of these causes are: (i) acts of God or the public enemy, (ii) sovereign acts of Government, (iii) fires, (iv) floods, (v) epidemics, and/or (vi) strikes. If any such failure or delay shall threaten to impair Buyer's ability to perform, Buyer shall have the right, at its option and without being under any liability to Supplier, to cancel by notice in writing the portion or portions of an Order so affected at no cost to Buyer. Correspondingly, Buyer shall be excused for failure or delay in performance herein due to any cause beyond its control and without its fault or negligence.
17. **DELIVERY, ADVANCE MANUFACTURING, AND PROCUREMENT.** Delivery according to schedule is of the essence and Supplier agrees to meet the scheduled delivery for completion of Supplies as indicated in the Order. Supplier must notify Buyer immediately when it becomes aware of a potential schedule impact or late delivery, including the cause or causes thereof, action being taken to remove such cause or causes, when on-schedule status will be achieved, and at Supplier's expense, shall take reasonable action necessary, with or without request of Buyer, to meet such schedules as set forth herein or to recover to the maximum extent possible any delay in meeting such schedules. Such reasonable action by the Supplier shall include shipment via expedited routing and carrier. In the event the Supplies are not completed and fully accepted by the due date, Supplier may be liable for liquidated damages, if applicable, and as described in the Order or any Supplemental Terms and Conditions. Notification under this clause shall in no way limit Buyer's rights under any Termination or other provisions of the Order. Supplier shall manufacture or procure materials in accordance with the delivery schedule set forth in the Order. In the event of Termination or Changes, no claim will be allowed for any such manufacture or procurement in advance of the established delivery schedule set forth in the Order unless Buyer's prior written consent has been obtained. Buyer may return or store at Supplier's expense items delivered prior to Buyer's shipping release.
18. **PACKING AND SHIPMENT TERMS.**
 - a. Unless otherwise specified, all packing and packaging shall comply with good commercial practice and shall comply with Order specifications and shipment requirements. Supplies shall be prepared for shipment and packaged to prevent damage or deterioration, and to give optimum protection of the supplies during shipment and in-plant handling and storage. The Supplier shall receive no additional allowance for packing and packaging, or delivery to the specified delivery point set forth in the Order (per Incoterms 2010), unless stated in writing on the Order.
 - b. Shipment Terms shall be in accordance with the Incoterms 2010 shipment terms set forth in the Order.
 - c. The packaging, labeling, and shipping of all HAZARDOUS SUBSTANCES, including DANGEROUS MATERIALS, must conform to all applicable international, federal, and state laws/regulations.
19. **QUALITY CONTROL AND INSPECTION.**
 - a. *Quality System:* Supplier shall provide and maintain a quality control system acceptable to Buyer. During the performance of an Order, Supplier's quality control, inspection systems, and manufacturing processes are subject to review, verification, and analysis by Buyer.
 - b. *Inspection Verification:* All Supplies ordered may be subject to (i) inspection, verification, or testing during the period of manufacture, (ii) inspection or verification prior to shipment, and (iii) final inspection and acceptance at destination, notwithstanding any prior payment or inspection and acceptance. If any inspection or test is made on the premises of Supplier or its lower-tier suppliers, Supplier shall, without additional cost, provide and shall require its lower-tier suppliers to provide all reasonable facilities and assistance for the safety and convenience of Buyer inspectors in the performance of their duties.
 - c. *Rejected Supplies:* Buyer may reject and hold at Supplier's expense, subject to Supplier's reasonable disposition or disposal instructions, Supplies which does not conform to applicable specifications, drawings, samples, or descriptions or which are defective in material, workmanship, or design unless such design is Buyer's detailed design. If within fifteen (15) days after Buyer has notified Supplier of the rejected Supplies, Supplier has not provided Buyer with reasonable disposition instructions, including agreement to pay expenses incurred by Buyer, Buyer may at its option continue to hold the rejected Supplies at Supplier's expense, or return them to Supplier's facility at Supplier's expense. Without limiting any other rights Buyer may have, Buyer at its option may require Supplier (i) to repair or replace at Supplier's expense any Supplies or items thereof which fail to meet the requirements of applicable design, specifications, drawings, samples, descriptions, or other requirements of the Order, (ii) to refund the price of any such item, or (iii) to reimburse Buyer for all amounts incurred to make necessary repairs or modifications to bring nonconforming Supplies into conformance. Previously rejected Supplies reworked to specifications, or replaced, shall not be retendered to Buyer, by Supplier, unless notification of such past rejection is submitted with the retender and Buyer has consented to such retender.

20. **WARRANTY.**

- a. With respect to Supplies under the Order and any warranty work furnished related to the Supplies, Supplier warrants that the Supplies will: (i) strictly conform to the drawings, specifications, samples, and other requirements in the Order; (ii) conform with all applicable laws, ordinances, codes and regulations; and (iii) be free from defects in materials and workmanship, and to the extent Buyer has not furnished specific requirements for the following; design, performance and operation, for a period of twelve (12) months after being placed in service by Buyer or eighteen (18) months from delivery of Supplies, whichever period expires later. In the event Supplier is not the manufacturer of the Supplies, Supplier will obtain assignable warranties for the Supplies from its vendors and suppliers, which it will pass-through or assign to Buyer, and Supplier will cooperate with Buyer in the enforcement of such warranties. If no pass-through or assignment of a vendor or supplier warranty is made, Supplier will assume the responsibility of the warranty. If required by Buyer, Supplier will supply satisfactory evidence of the origin, composition, manufacture, kind and quality of the Supplies.
- b. With respect to any services associated with the Supplies or Warranty work furnished related to the Supplies, Supplier warrants and agrees that: (i) Supplier's Supplies will meet all quality and performance standards set forth in the Order and will strictly comply with all performance obligations and delivery schedule contained therein (ii) that Supplier's facilities, equipment, personnel, methods, operations and procedures are suitable for performances of the Supplies to be provided and (iii) Supplier possesses all necessary expertise to perform the services related to the Supplies in compliance with all applicable laws, specifications, and standards.
- c. If Supplier breaches the Warranty specified herein, upon notice from Buyer, Supplier will promptly repair or replace the Supplies in question at no cost to Buyer (including costs incurred by Buyer for removal, reinstallation, access, shipping, and labor). If Supplier fails after reasonable notice to proceed promptly with, and complete the repair or replacement of the defective Supplies, Buyer may repair or replace the Supplies, or have the Supplies repaired or replaced by a third party and charge all related costs (including labor and access costs and the price differential paid by Buyer to the third party) to Supplier without voiding the Warranties herein, and without Buyer waiving any other rights or remedies it may have under these Terms and Conditions. Such costs will be payable upon demand.

21. INVOICING AND PAYMENTS.

- a. A separate invoice shall be issued for each shipment or, if applicable, following completion of the specified Order progress invoicing milestones or hours worked at the rates agreed upon by the parties in the Order. Unless otherwise specified in an Order, no invoice shall be issued prior to shipment of Supplies or applicable invoice milestone completion. Each invoice must include the Order number, line item, part number, price and, if applicable, include verification and supporting documentation for the completed milestone. Invoices must be submitted through TPC's iSupplier portal. If items are shipped prepaid, a separate line item must be included on the invoice together with a paid copy of the freight bill.
- b. Payment due dates and any cash discount periods, will be computed from date of receipt of Supplies, or date of receipt of correct invoice (whichever is later). Payment shall be made under each invoice within ninety (90) days from receipt of a correct properly prepared invoice that complies with all the requirements identified herein. Buyer is not obligated to pay any invoice, nor is Buyer obligated under any legal or equitable theory to pay for Supplies reflected in an invoice, that is not received by Buyer within one-hundred, twenty (120) days after receipt of Supplies or performance of services.

22. TERMINATION. Buyer shall have the right to cancel this Order or any part thereof at any time for Buyer's convenience, or for Supplier's default, bankruptcy, insolvency, or failure or inability to perform. When an Order is terminated for Buyer's convenience, Supplier shall be entitled to reasonable and actual costs incurred up to the date of the termination of Supplies. Any Termination claim must be submitted to Buyer within thirty (30) days of the termination of Supplies. Supplier may be liable for procurement costs if an Order is terminated for default.

23. RECORDS AND AUDIT. Supplier shall maintain and cause its subcontractors and agents, if applicable, to maintain books, records, documents and other evidence of accounting and other procedures and practices which sufficiently and properly reflect all costs, discounts, pricing, invoices, payments, cancelled checks, and correspondence relating to Supplier's performance under this Order and relating to Supplier's compliance with the terms and conditions of this herein. Such records shall be retained for three (3) years after the expiration or termination of the Order. With the exception of an agreed upon fixed lump sum (without contingency) price for Supplies, all such records shall be subject at reasonable times and upon prior notice, to examination, inspection, copying, or audit by personnel authorized by Buyer and federal officials authorized by law, rule, regulation, or agreement, when applicable. Access to these items will be provided within Harris County, TX, USA. at no cost to Buyer. Supplier shall be responsible for any audit exceptions or disallowed costs. If applicable, Supplier shall incorporate the records retention and review requirements of this paragraph in agreements or orders with its agents and subcontractors who or which will provide Supplies under this Order.

24. COMPLIANCE WITH LAWS, REGULATIONS, POLICIES AND SITE REQUIREMENTS.

- a. Supplier shall perform work in accordance with all applicable laws, rules, regulations, Buyer Policies, and government approvals. If Buyer is required to pay any fine or penalty or is subject to a claim from the Supplier's failure to comply with applicable laws, rules or regulations, Supplier shall defend, indemnify and hold harmless Buyer for all damages, fees and/or fines for such failure to comply.
- b. Supplier must be approved as a Buyer supplier through initial and ongoing reviews by ISNetwork ("ISN") to validate Supplier's safety record, insurance standings and various other training requirements as established by Buyer with ISN. Supplier shall maintain a Grade of an "A" or "B" in ISN.

- c. Supplier shall comply with any easements, rights of way and other directions of Buyer affecting access to Buyer's site, including badge and plant ingress and egress procedures, inspection of persons and vehicles upon ingress and egress, plant hours and restrictions on access to plant areas.
 - d. Exhibit A, "Expectations of Supplier's Compliance with TPC Group's (TPC) Policies and Requirements", incorporated herein, outline Buyer's policies and procedures that Supplier, its employees, agents and contractors are required to abide by while performing service at Buyer's sites. Supplier agrees to provide copies of and communicate these requirements to its employees, agents and contractors that will be performing the services.
 - e. Health, Safety and Environmental Requirements: In addition to those described in Exhibit A, Supplier shall comply with the following: Supplier shall take necessary safety and other precautions to protect property and persons from damage, injury, or illness arising out of the performance of services. Supplier shall comply strictly and shall require its subcontractors to comply with all formalized safety work rules and regulations as are in force at Buyer's jobsite or may affect the services. In addition, Supplier shall comply and shall require its subcontractors to comply strictly with local, municipal, state, and national laws, orders, ordinances and regulations pertaining to the environment, or health or safety which are applicable to Supplier or to the services, including without limitation the Occupational Safety and Health Act of 1970, as amended, and regulations thereunder to the extent applicable, and Supplier warrants the material, equipment, and facilities, whether temporary or permanent, furnished by Supplier in connection with the performance of the services shall comply therewith. At all times while any of Supplier's employees, agents, or subcontractors are on Buyer's premises, Supplier shall be responsible for providing same with a safe place of employment, and Supplier shall strive to inspect the places where its employees, agents, or subcontractors are or may be present on Buyer's premises, and shall promptly take action to correct conditions which create or may result in an unsafe place of employment for same. (ii) Supplier shall promptly report to Buyer all incidents with potentially adverse safety, health, or environmental implications, including slips, falls, equipment malfunctions, fume releases, and any situation requiring first aid or medical observation or treatment. (iii) Supplier shall promptly report to Buyer all cases Supplier determines to be recordable with the OSHA 300 log or its equivalent, and, upon request, shall provide PRSITPC with a copy of the OSHA 300 log and all supporting forms. (iv) Supplier shall provide basic personnel protective equipment for all employees, agents and contractors at Buyer's. (v) In the event that Supplier discovers or suspects the presence of hazardous materials, or unsafe working conditions at Buyer's site where the services are to be performed, Supplier is entitled to stop the work at that site even if not provided by or caused by Supplier. Supplier in its sole discretion shall determine when it is "safe" to return to perform the work at Buyer's site.
 - f. **SUPPLIER SHALL INDEMNIFY AND SAVE HARMLESS BUYER INDEMNITEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSS OR LIABILITY IN ANY MANNER ARISING OUT OF SUPPLIER'S FAILURE TO COMPLY WITH THIS SECTION 24 OR ANY CONTAMINATION OR ADVERSE EFFECTS ON THE ENVIRONMENT THAT ORIGINATE ONLY FROM SUPPLIER'S WORK, SERVICES OR EQUIPMENT, INCLUDING ANY LOSSES FOR REMOVAL OR REMEDIAL ACTIONS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980 OR COMPARABLE STATE LAW, TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT, STRICT LIABILITY, BREACH OF WARRANTY, BREACH OF CONTRACT, BREACH OF STATUTE, OR OTHER LEGAL FAULT OF SUPPLIER IN RENDERING SERVICES UNDER THIS AGREEMENT.**
25. **EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION OBLIGATIONS.** The furnishing of Work under this Agreement may be necessary to the performance of any one or more contracts ("Federal Contracts") between Buyer and the United States of America ("Government") or under which any portion of Buyer's obligations under any one or more such Federal Contract is performed, undertaken or assumed. As part of Buyer's compliance with federal Equal Employment Opportunity and Affirmative Action regulations, Supplier, as a supplier providing Work to Buyer, may be subject to the following laws and accompanying regulations: (1) Executive Order 11246 (and its implementing regulations at 41 C.F.R. part 60); (2) The Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (and its implementing regulations at 41 C.F.R. 60-300); and (3) Section 503 of the Rehabilitation Act of 1973, as amended (and its implementing regulations at 41 C.F.R. 60-741). Supplier shall, as a condition to entering into any subcontract related to the performance of the Work, cause each Subcontractor to agree to undertake Supplier's obligations in this Section for the benefit of Buyer.
26. **CHOICE OF LAW.** Both parties agree that, irrespective of the place of performance of an Order, the Order will be construed and interpreted according to the applicable laws, statutes, regulations, and other judicial and regulatory agencies of the State of Texas.
27. **PUBLICITY.** Supplier shall not, without prior written consent of Buyer (Buyer's Public Relations organization), disclose any information relative to an Order.
28. **WAIVER.** The failure of Buyer in any one or more instances to insist on performance of any of the provisions of an Order shall in no way be construed to be a waiver of such provisions in the future.
29. **QUALIFICATION.** If qualification is required by drawing or specification for any supplies called for in an Order, such Supplies or components thereof may not be shipped until accepted through qualification tests or unless authorization has been granted in writing from Buyer to ship prior to final qualification. Nothing in the above is intended to prevent the continued production of Supplies or of components thereof as required to meet schedules called for by an Order.

ACKNOWLEDGED AND AGREED:

BUYER:
TPC GROUP, LLC

\$internal_signer_full_name
PRINT NAME

\$internal_signer_title
TITLE

SIGNATURE

DATE

SUPPLIER:
\$formula(UPPER(\$company_name))

\$signer1_full_name
PRINT NAME

\$signer1_title
TITLE

SIGNATURE

DATE

EXHIBIT A

EXPECTATIONS OF SUPPLIER'S COMPLIANCE WITH TPC GROUP'S (TPC) POLICIES AND REQUIREMENTS

At all times while performing Services at Buyer's (referenced in this Exhibit as "Buyer" or "TPC") sites pursuant to this Contract, Supplier (referenced in this Exhibit as "Contractor" or "Supplier") shall comply with and shall cause its employees, representatives and sub-contractors to comply with the TPC Group's Policies and Requirements set forth in this Exhibit.

I. Background Checks

Prior to having employees perform work on TPC property, Supplier shall provide documentation that it has performed Background screens on its employees that will be on site for more than sixty (60) days. A North American Background Screening Consortium (NABSC) acceptance criteria of "2" or less is required for all Supplier employees working on site. Allowing new hire employees to come on site pending background check results is acceptable, however Supplier will provide a monthly report tracking on site employees that do not have a validated background check.

II. Substance Abuse Policy

TPC maintains a strong commitment to its clients, employees, and Suppliers to provide a safe work place and to establish programs promoting high standards of safety. Consistent with the spirit and intent of this commitment, the company expects employees to report for work in proper condition to perform their duties. The intent of this Policy is to prevent the use and the presence of controlled substances and alcohol on TPC property.

Contractor's employees and sub-tier employees are not permitted to possess, sell, purchase, use or have present in the body, controlled substances or alcohol on TPC property. Prior to having employees perform work on a TPC site, Contractor shall provide documentation that employees assigned to work on a TPC site (a) are enrolled in a drug and alcohol testing program that is (i) consistent with U.S. Department Of Transportation (DOT) standards outlined in 49 CFR Part 40, including pre-employment, post-accident, reasonable suspicion, follow-up and random testing (ii) in compliance with U.S. Substance Abuse and Mental Health Services Administration (SAHMSA) guidelines except as provided by Louisiana law, and (iii) meets the confirmation sensitivity levels and thresholds listed herein: (b) have undergone one or more screening test(s) for illegal/unauthorized substances as part of Contractor's testing program, including a pre-employment test, by a qualified laboratory using an immunoassay screen and gas chromatography/mass spectrometry confirmation and (c) have passed with negative results the most recent test administered as part of Contractor's drug and alcohol testing program. A confirmed positive test is a violation of this policy.

Required confirmation sensitivity levels and thresholds are specified in the table below.

Drug	EMIT Test Initial Confirmation (ng/ML)	GC/MS Test Confirmation (ng/ML)
Amphetamines	300	300
Barbiturates	300	100
Benzodiazepines	300	100
Cannabinoids (Marijuana)	20	10
Cocaine	150	100
Methadone	300	100
Opiates (Heroin, etc.)	2000	2000
Morphine	2000	2000
Codeine	2000	2000
6-acetylmorphine (6-AM; heroin metabolite)	10	10
Phencyclidine (PCP)	25	25
Propoxyphene	300	200
MDMA (Ecstasy)	500	250

Contractor's employees and sub-tier employees will be tested for alcohol abuse with an alcohol-testing device listed on the National Highway Traffic Safety Administration's Conforming Products List. An alcohol concentration of 0.02 grams/210 liters of breath or greater is considered a "positive" and is in violation of this policy.

TPC reserves the right in its sole discretion to alter the testing panel and threshold levels as substance usage and availability patterns suggest the need for change.

All specimens will undergo validity testing by the laboratory. Validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. Validity testing is conducted to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

During working hours and while on a TPC site, TPC reserves the right, at any time, to conduct searches of Contractor's employees/sub-tier employees vehicles and personal items. Contractor will be solely responsible for ensuring employees assigned to TPC's account have been informed of, and understand, this policy.

TPC reserves the right to dismiss from its premises, without prior notice, Contractor's employees and sub-tier employees when one or more of the following conditions exist:

- Employees refusing such searches or testing;
- A violation of the above substance abuse requirements is witnessed;
- There is reasonable cause to believe an employee or sub-tier employee is, or may be, under the influence of contraband substances, and/or extenuating or emergency circumstances require such dismissal to ensure the safety of employees, the public, or property; and/or
- An event of an accident involving personal injury, and/or property damage occurs.

III. Reporting Medications Policy

This Policy is applicable for production personnel and other personnel who are required to drive vehicles as a part of their job. Supplier's employees working at a TPC site in a production capacity or those that are required to drive vehicles on a TPC site are required to report to the TPC Occupational Health Specialist ("OHS") the use of any prescription medication which may impair their ability to perform the essential functions of their job in a safe manner prior to the start of the employee's scheduled work time.

IV. Concealed Handgun Policy

This Policy addresses compliance with Texas SB 321, which prohibits employers from enacting and enforcing bans on company employees transporting and storing firearms in their locked, private motor vehicles while parked at work. SB 321 is not applicable to Suppliers. Suppliers are not allowed to bring firearms on to any property owned and/or operated by TPC, or leased by TPC including parking locations.

V. Supplier Health, Safety & Environmental Requirements

- 1) Supplier agrees to conform in all respects with physical, fire, and other security and health, safety and environmental regulations, including, but not limited to, any applicable health or environmental laws, including the Federal Occupational Safety and Health Act.
- 2) As a manufacturer of petrochemical products, it is essential that TPC require all Suppliers providing goods and/or services to any TPC plant site to recognize and acknowledge that it is mandatory for all employees of any Supplier to be conversant in the English language, including the ability to read, comprehend and understand TPC's Safety policies, rules, regulations and instructions when given in English in the event of an emergency.
- 3) TPC is considered a maritime facility and is designated as a "Secure and Restricted area of the Maritime Transportation Security Act". Therefore, to enter any TPC plant or dock site, Supplier's employees and sub-tier employees/contractors must have a Transportation Workers Identification Card (TWIC). If Supplier's employees do not have a TWIC card, then every individual without a TWIC card must be escorted at all times by a TPC employee. The expense in obtaining a TWIC card is Supplier's responsibility.
- 4) TPC's efforts have been to standardize and streamline our process for providing the necessary safety related information to our Suppliers. Therefore, a program has been instituted whereby safety orientations will be performed at the following Safety Councils:
 - i. For TPC Houston site – Houston Area Safety Council in Deer Park, Texas:
 - Basic Plus or the Basic Plus Refresher within the last 12 months, and
 - TPC HNO Site Specific Orientation within the last 12 months.

For scheduling information, contact the Houston Area Safety Council at (281) 476-9900 or visit their website at www.hacsc.com.

ii. For TPC Port Neches site – Industrial Safety Training Council in Nederland, Texas:

- Basic Plus or the Basic Plus Refresher within the last 12 months, and
- TPC PNO Site Specific Orientation within the last 12 months.

For scheduling information, contact the Industrial Safety Training Council at (409) 724-2565 or visit their website at www.istc.net.

Please note that other training may be required due to the nature of the work the Supplier's personnel are to perform at TPC sites. For questions, contact the appropriate TPC contact or TPC EHS&S staff:

- TPC Houston site: (713) 475-7756
- TPC Port Neches site: (409) 724-4730.

VI. Harassment Policy

TPC is committed to maintaining a work environment that is free from discrimination, intimidation and hostility due to sexual or any other type of workplace or work-related harassment. Harassment by any supervisor, co-worker, contractor, supplier, client, customer or visitor will not be tolerated.

TPC has zero tolerance for any type of harassment or retaliation related to any complaint of harassment or discrimination. Sexual and other types of harassment are prohibited by Title VII of the Civil Rights Act of 1964, as amended. This specifically includes sexual harassment and also harassment based on other characteristics protected by law, such as race, national origin, religion, age, disability, gender, military or veteran status.

No employee or Supplier may discriminate or harass another person based on their protected group status. A Supplier who is believed to have discriminated against or harassed a TPC employee will be subject to immediate, permanent termination.

VII. Business Conduct and Ethics Policy

- 1) All dealings between Supplier and TPC will be conducted in a fair manner with honesty and integrity, observing high standards of personal and business ethics.
- 2) The business relationship contemplated hereunder will be conducted in compliance with applicable antitrust and competition Laws.
- 3) Business books and records will be maintained in a proper, responsible and honest manner which will allow TPC to comply with applicable Laws.
- 4) Supplier may not offer TPC's employees any gifts, favors or entertainment other than of nominal value. Supplier may not pay any commissions or fees or grant any rebates or other remuneration or monetary gratuity to any employee, agent, or representative of TPC.
- 5) Confidential and/or proprietary information will not be disclosed at any time to persons outside the Parties hereto without proper written authorization.

VIII. Ethics Hotline

TPC is committed to creating and fostering an environment in which our employees, customers, suppliers and other key stakeholders know that we do business with integrity and honesty. Should you have any concerns about how we conduct our business, please make your concerns known by utilizing our Ethics Hotline (information below):

Ethics Hotline:

TPC Group provides an Ethics Response Line which operates twenty-four hours a day, seven days a week and is accessible online or by telephone from anywhere across the globe. The Ethics Response line ensures anonymous and confidential reporting of violations.

External Hotline:

Ethics Hotline, EthicsPoint: (888) 331.6512

Website: www.ethicspoint.com or www.tpcgrp.ethicspoint.com

Violation of TPC's Policies and Requirements for Suppliers

Failure to abide by or any violation of the above TPC Policies and Requirements of Suppliers may result in the immediate termination of work/services by TPC.

Supplier employees and sub-tier employees found in violation of TPC's Policies and Requirements of Suppliers will be required to immediately cease providing services to TPC from TPC's site(s). Supplier will be notified that the individual is to be removed from the TPC site, and will not be allowed to return to any TPC site without the prior written permission of TPC. Supplier employees or sub-tier employees found in possession of illegal substances or items may be referred to law enforcement for action.

Acknowledgement

Upon execution of the Terms and Conditions, Supplier confirms and acknowledges that TPC has provided to Supplier the foregoing TPC Policies and Requirements, that Supplier or an authorized representative of Supplier has received, read, understood and agrees to comply with the foregoing TPC Policies and Requirements, and will communicate the above and required compliance to all employees and sub-tier employees of Supplier that will perform services for TPC.