

## PURCHASE OF SERVICES - TERMS AND CONDITIONS ("T&Cs")

"Contractor" and "INEOS" shall mean the legal entities specified on the purchase order for service or the agreement to which these terms and conditions are attached. The purchase order or such agreement, along with these T&Cs are referred to herein as (the "Agreement") and form an essential part thereof. Any modifications to these T&Cs must be in writing and signed by both parties.

1. **INDEPENDENT CONTRACTOR**: Contractor, as an independent contractor and not as an agent or employee of INEOS, shall retain control over all personnel engaged in the performance of the services to be provided under the Agreement (the "Services"). Contractor's personnel are employees of Contractor, and shall not be considered employees of INEOS for any purpose whatsoever.

2. **WARRANTY**: Contractor represents and warrants that it is experienced in the Services to be undertaken on behalf of INEOS and possesses the skills to complete the Services. Services: (i) will be performed using personnel, equipment and material qualified and/or suitable to perform the Services requested and in a manner consistent with generally accepted industry practices; and (ii) if applicable, in accordance with the specifications and quality standards set forth in the applicable Statement of Work.

Contractor further guarantees all Services to be performed against defects resulting from poor workmanship or defective materials furnished by Contractor for a period of not less than one (1) year from the date the Service is completed and accepted by INEOS. If the purpose for which the Services are required is made known to the Contractor expressly or by implication, the Services shall be fit for that purpose. In the event any Service proves unsatisfactory within the period specified above, without waiving any other rights or remedies INEOS may have at law, Contractor covenants and agrees to make good such defects and any damage to other works or materials caused by the defects or by the repairing of such defects at Contractor's expense without cost to INEOS. In the event that the Contractor cannot or does not respond within a time that is reasonable to INEOS to rectify any such defects, INEOS may carry out the repair or replacement and shall be entitled to reimbursement by the Contractor for all reasonable costs (internal and 3<sup>rd</sup> party) necessarily incurred in connection therewith. Such action shall not relieve the Contractor of his continuing obligations under the Agreement.

3. **REJECTION**. INEOS shall have the right, at any time before the completion date(s) to reject the Services or any parts thereof which do not conform with the Agreement for whatever reason, including without limitation reasons of quality, safety or being unfit for the purpose for which the Agreement specifies, and the Contractor shall promptly rectify these defects so that the Services conform with the Agreement. In the event of the Contractor fails to remedy the defects and make the Services conform with the Agreement in a timeframe that is reasonable to INEOS, INEOS may at its sole option terminate the Agreement and the Contractor shall (in addition to any other damages applicable under the Agreement) pay to INEOS any costs INEOS reasonably incurs in correcting said defects itself or via 3<sup>rd</sup> parties.

4. **INDEMNIFICATION**: Contractor agrees to protect, indemnify, hold harmless and defend INEOS, its subsidiaries and related companies, and officers, directors, employees, workmen, agents, servants and invitees of INEOS, its subsidiaries and related companies (collectively, "Indemnitees"), from and against all losses, damages, demands, claims, suits and other liabilities (including attorney fees and other expenses of litigation) relating to or arising out of any act, error or omission of Contractor under the Agreement.

Contractor's agreement to protect, indemnify, hold harmless and defend as set forth in the immediately preceding sentence shall not be negated or reduced because Contractor's insurance carrier denies insurance coverage for the claim and/or refusal to defend Contractor or INEOS. In addition, Contractor will pay all costs and expenses, including reasonable attorney fees and all other expenses of litigation, incurred by an Indemnitee to enforce the foregoing agreement to protect, indemnify, hold harmless and defend an Indemnitee. Contractor shall, upon Indemnitee's request, permit Indemnitee to participate in the defense or settlement of any claim or action against the Indemnitee which is subject to the provisions of this Section. Contractor shall either provide indemnity for all subcontractors used for the Services or obtain indemnity protection from all such subcontractors for the benefit of the Indemnitee, which protection shall include provisions of this Section.

The provisions of this Section 4 shall survive the expiration or termination of the Agreement.

5. **TIME IS OF THE ESSENCE:** Time is of the essence with any Services being issued under the Agreement. The Services shall be started and shall be substantially completed on the dates specified in the applicable Statement of Work.

6. **CONFIDENTIALITY:** Any and all technical information, experience or data concerning INEOS and/or its affiliates and/or subsidiaries business, including without limitation its services, plans, programs, plants, processes, products, costs, equipment, operations or customers, which may come within the knowledge of Contractor, its officers or employees in the performance of the Agreement or shall be treated as confidential property of INEOS and/or its affiliates and/or subsidiaries and shall not be used by Contractor except for the benefit of INEOS in the furtherance of the Agreement, and shall not be disclosed to others during or subsequent to the term of the Agreement without in each instance securing the prior written consent of INEOS. However, Contractor shall be under no obligation with respect to any information that is, at the time of disclosure, (1) available to the general public as evidenced by generally available documents or publications; (2) that becomes at a later date available to the general public through no fault of Contractor, and then only after said later date; (3) that Contractor can demonstrate was in Contractor's possession before receipt from INEOS; or (4) that is disclosed to Contractor without restriction on disclosure by a third party who has the lawful right to disclose such information. This covenant shall survive the termination of the Agreement for the period of five (5) years.

Contractor further agrees to limit access to INEOS's confidential property to those responsible personnel of Contractor having a need to know the same for the purpose contemplated for the Services.

7. **SURETY BONDS (APPLICABLE ONLY IF STATED IN THE AGREEMENT OR PURCHASE ORDER):** Contractor at its own expense shall furnish a surety bond in the amount of the contract price in a company acceptable to INEOS covering the faithful performance of all of Contractor's obligations hereunder, including, but not limited to, payment of all sums which become due hereunder, and Contractor shall not perform any Services required hereunder until such bond is furnished to INEOS. These bonds shall remain in effect until at least one (1) year after the date when final payment becomes due, except as otherwise provided by any applicable laws or regulations, or unless otherwise agreed to by the parties in writing. All bonds shall be executed by such sureties authorized to transact business as a surety in the State where the Services are to be performed. A certified copy of the authority to act must accompany all surety bonds signed by an agent.

8. **CHANGES IN THE WORK:** INEOS may require Contractor to make minor changes to the Services which do not involve extra cost or a change in the schedule. Otherwise, no changes (except emergency work necessary to protect life or property) shall be made without a written change order which shall include INEOS's agreement to any extra charges.

If Contractor claims that any additional instructions involve extra cost or a change in schedule, Contractor shall give INEOS written notice thereof within a reasonable time after the receipt of INEOS's instructions and in any event before proceeding to perform the change in Services involved. No claim by Contractor for extras, changes or extra costs shall be valid unless incorporated in a written change order executed prior to the commencement of the Services for which claim is made.

Contractor shall permit and facilitate the inspection of the Services by INEOS or its representatives at any time and INEOS may from time to time furnish additional instructions or drawings necessary for the proper execution of the Services. Where Services are at Contractor's site, Contractor shall provide reasonable facilities for such inspection at no additional charge to INEOS. Other than for final completion and approval, INEOS's inspection is for general conformance of the Services only and shall not relieve the Contractor of any obligation hereunder or under the Agreement. Any re-testing required due to the Contractor's errors or omissions shall be at the Contractor's cost.

9. **PERMITS, LICENSES AND FEES:** Unless INEOS agrees to the contrary, Contractor shall secure all permits and licenses necessary for the accomplishment of the Services to be performed and shall comply with all applicable local laws and regulations and, if anything herein contained is at variance with any law or regulation, then Contractor shall notify INEOS and receive written instructions before proceeding with the work.

10. **COOPERATION:** Contractor shall cooperate with all other contractors and shall properly coordinate its work with theirs. Contractor shall cooperate fully with INEOS in performing Services and shall not unreasonably interfere with INEOS's operations.

**11. HAZARDOUS GOODS AND DANGEROUS SUBSTANCES.** All hazardous goods must be marked by the Contractor with international danger symbol(s) and display the name of the material in English. Transport and other documents must include a declaration of hazard and name of material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. At least 14 days prior to delivery of any Goods all information held by or available to the Contractor regarding any potential hazards known or believed to exist in the transportation, handling or use of the materials supplied shall be communicated to INEOS.

**12. LIENS:** In consideration of the contract price to be paid Contractor, Contractor hereby waives any claim to a lien against the property of INEOS and/or the property upon which the Services are performed which it now has or which may hereafter arise out of, or during the performance of, the Agreement. Contractor shall obtain a similar waiver of lien from any subcontractor, materialmen or others providing work or service hereunder and shall immediately advise INEOS in writing in the event any such persons refuse to furnish a waiver of lien.

Upon notification by INEOS or upon Contractor independently learning of a lien or threatened lien or right of any kind which has been placed upon or against the real property upon which the Services are being performed, by Contractor's laborers, materialmen, subcontractors or other creditors, Contractor shall immediately: (1) pay and discharge the underlying obligations or alleged obligations of the claimed lien; or (2) (i) provide security sufficient and satisfactory to INEOS, or (ii) obtain a waiver of lien from such parties as may be satisfactory to INEOS.

Contractor's failure to comply with the provisions of this Section 10 within five (5) days of the date Contractor learns of the claimed liens shall constitute a material default hereunder and shall entitle INEOS to pay and discharge all such liens or alleged liens and deduct all such payments from any amounts due Contractor hereunder whether or not such liens are valid, or receive reimbursement from the Contractor for the same if no further payments are due, and shall further entitle INEOS to such remedies as are provided herein or by law.

Before making final payment hereunder, INEOS may require Contractor to furnish a full and complete waiver or release of liens from Contractor and/or from each subcontractor, materialman, artisan, or mechanic retained by Contractor in a form acceptable to INEOS waiving or releasing any liens or claims whatever against the work to be performed herein.

**13. RECORD RETENTION AND AUDIT RIGHTS:** Contractor agrees to retain all records and accounts related to charges or Contractor invoices for a period of at least three (3) years from the completion date of any Services performed. Contractor shall permit INEOS or INEOS's representatives access to, either in the field or at the home office, for review and audit, at all reasonable times, all records and accounts relating to costs and expenses invoiced to INEOS under the Agreement.

**14. FORCE MAJEURE:** Except for the payment of any sums due, neither party shall be responsible for any failure to fulfill any term of the Agreement, if fulfillment has been delayed, hindered or interfered with or prevented by any circumstances whatsoever, which are not within the control of the party in question and could not have been prevented or overcome by the exercise of due diligence by the party concerned. The party whose performance is prevented by the force majeure condition shall immediately notify the other party of the particulars and estimated duration of such condition and shall keep the other party advised of the progress in eliminating such condition. If the force majeure event lasts longer than sixty (60) days, the non-suffering party may at any time thereafter, while such suspension continues, terminate the Agreement with immediate effect.

**15. COMPLIANCE:** Contractor agrees to comply with the Federal Social Security Act, the state and Federal Unemployment Insurance Acts, the Americans With Disabilities Act, state workers compensation laws, wage and hour laws, any and all applicable sales, use, and gross receipts tax laws and regulations, applicable safety and health laws, standards and regulations, any applicable environmental laws and regulations, and all other applicable laws, regulations, guidelines, permits, licenses and approvals concerning the Services and Contractor assumes exclusive liability for the reporting and payment of any and all contributions and taxes required thereby.

If applicable, Contractor shall execute INEOS's **Attachment I**, which sets forth certain Equal Employment Opportunity Provisions and Certification of Non-segregated Facilities.

Contractor shall abide by INEOS's safety and health regulations while performing any Services and shall execute **Attachment II**, INEOS's Live Saving Rules.

Contractor shall advise its employees and the employees of its subcontractors and agents that: (1) it is the policy of INEOS that the use, possession, sale, transfer or purchase of illegal drugs or alcohol on INEOS's property or the work site is prohibited; (2) entry onto INEOS 's property or the work site constitutes consent to an inspection of the employee and his or her personal effects when entering, on, or leaving INEOS 's property; (3) any Contractor personnel who is found in violation of this policy or who refuses to permit an inspection may be removed and barred from INEOS 's property, at the discretion of INEOS.

Furthermore, Contractor agrees that it will conduct itself in compliance with all applicable anti-corruption laws, including without limitation the Foreign Corrupt Practices Act.

**16. OWNERSHIP OF WORK PRODUCT:** Contractor hereby transfers and assigns to INEOS (or INEOS's designee) the entire right, title and interest to any copyrights in any work produced by Contractor or under Contractor's direction under the Agreement. Contractor further agrees to execute any documents which may be necessary or appropriate to allow INEOS (or its designee) to perfect its interest in the copyright for such works. Contractor shall not be entitled to any additional payment or compensation for assisting and cooperating with the INEOS (or its designee) in obtaining these copyrights. Contractor also agrees that Contractor will provide any and all embodiments of such copyrighted work to INEOS (or its designee).

Any inventions which are made by Contractor or under Contractor's direction in the course of carrying out the services provided for by the Agreement are the property of INEOS (or its designee). The decision to seek patent protection thereon shall be made by INEOS, and the cost and burden of prosecution of such patent applications, domestic or foreign, as may be filed on such inventions shall be for the account of OWNER (or its designee). In this regard, Contractor agrees to execute such papers as are necessary or desirable in such prosecution and otherwise assist INEOS (or its designee) therein, without cost to Contractor.

The obligations of this Section 14 shall survive the expiration or termination of the Agreement.

**17. DRAWINGS AND DOCUMENTS:** All drawings and documents prepared by Contractor in connection with its performance of the Services are the confidential property of INEOS which are subject to Section 6 hereof, and are not to be used on other projects except by agreement of INEOS in writing. All such drawings and documents shall be transmitted to INEOS at the completion of the Services.

Unless otherwise agreed to by INEOS, documents to be provided by Contractor hereunder shall be provided to INEOS, in addition to any hard copy format, in electronic format agreeable to INEOS. It is Contractor's responsibility to provide documentation that (1) meet the requirements of the Scope of Work, (2) are presented in the format(s) specified in the Scope of Work or agreed to by the INEOS, and (3) that meet the standards for professionalism in presentation and correctness. Additional time or effort required correcting errors in any such written documents or presentations shall be the responsibility of the Contractor and shall not be charged to INEOS.

**18. TERM, TERMINATION:** The Agreement shall be effective on the date shown the purchase order issued by INEOS or in the agreement executed by INEOS and Contractor. INEOS may without prejudice to any other right or remedy terminate the employment of the Contractor in whole or in part at any time by written notice to the Contractor which notice shall state the extent and effective date of the termination. Upon giving of such notice INEOS may take possession of the premises and of all materials, tools and appliances thereon belonging to INEOS and finish the work by whatever method INEOS may deem expedient, or elect not to complete the work. On the effective date thereof, Contractor shall (i) stop all work and place no further orders or sub-contracts, (ii) terminate work orders and subcontractors outstanding, and (iii) take any necessary action to protect property in Contractor's possession in which INEOS has or may acquire an interest. In the event of a termination under this Section, INEOS shall pay Contractor for any and all labor, materials and supervision performed to date of termination.

Notwithstanding anything herein to the contrary if relief has been ordered under the Bankruptcy Code with respect to Contractor or if Contractor should make a general assignment for the benefit of its creditors or if a trustee, receiver, custodian or similar officer should be appointed on account of insolvency, or should Contractor fail, neglect or refuse to perform any or all Services, or if a lien has been placed upon or against the real property upon which the work is situated and is not discharged

or satisfied as provided in Section 12 above, or Contractor assigns any monies due or to become due hereunder without the previous written consent of INEOS, or at any time INEOS believes, in its discretion, that the Services are unreasonably delayed for any reason or any of the provisions of the Agreement are being willfully violated or executed carelessly, or that Contractor is acting in bad faith, or if the Services are partially or totally delayed by any labor dispute between Contractor and its employees or between Contractor and its employees and any other contractor and its employees or any work stoppage or slowdown by Contractor's employees for a period of ten (10) calendar

days, then INEOS or its representatives may notify Contractor in writing and request that it immediately remedy the deficiency or delay, and, if the same shall not be remedied within twenty-four (24) hours of notice being delivered, then INEOS may without prejudice to any other right or remedy, terminate the employment of Contractor and take possession of the premises and of all materials, tools and appliances thereon belong to INEOS and finish the work by whatever method INEOS may deem expedient in such case. Contractor shall not be entitled to receive any further payments until the Services are finished and releases or waivers of all liens have been obtained, or the applicable statutory time for filing a lien has passed. If the unpaid balance of the contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to Contractor. If such expenses shall exceed such unpaid balance, Contractor shall pay the difference to INEOS.

19. **WITHHOLDING AND RIGHT TO SET OFF:** INEOS may at its option set off any amounts otherwise due from INEOS to Contractor under the Agreement against any delinquent amounts or liabilities which are due to INEOS and or its commonly controlled affiliates from Contractor, whether arising under the Agreement or otherwise. INEOS may also, at its option, withhold sums due to Contractor under the Agreement for cause including, but not limited to (a) nonconforming Services not remedied, (b) damage caused by the Contractor, its subcontractors or agents during the performance of the Services to the property of the INEOS, another contractor or other third party, (c) a breach of any provisions of the Agreement, or (d) for claims made by Contractor's subcontractors or agents for amounts due but not paid by Contractor, or for which a lien has been filed against INEOS's property. Upon removal of such cause, sums withheld shall be paid to Contractor.

20. **TAXES:** If any law or regulation positively requires INEOS to withhold any taxes, duties, or other charges (including late payment penalties) ("Taxes") on the payments to be or that have been made under the Agreement or make any other deductions from payments, then said payments shall be reduced by such amounts. INEOS shall provide to Contractor a copy of the withholding tax certificate as evidence that the withholding tax has been paid and other documentation reasonably necessary for Contractor to apply for any available Tax credits relating to INEOS's payment of such Taxes.

21. **NOTICES:** Any notice expressly provided for under the Agreement shall be in writing, shall be given either manually, mail or facsimile, and shall be deemed sufficiently given if and when received by the party to be notified at its address or facsimile, or if and when mailed by registered mail, postage prepaid, addressed to such party at its address above. Notice by mail will be deemed delivered upon the earlier of receipt by the addressee or the fifth (5<sup>th</sup>) business day following the date such notice was deposited in the mail. Facsimile transmission will be deemed to have occurred at the time that the machine transmitting such facsimile verifies a successful transmission of said facsimile.

22. **INSURANCE:** Contractor shall comply with the insurance requirements set forth on Attachment III hereto.

23. **ASSIGNMENTS AND SUBCONTRACTS:** Contractor shall not assign the Agreement or sublet the Services as a whole or part without the prior written consent of INEOS nor shall Contractor assign any monies due or to become due hereunder without the previous written consent of INEOS. Contractor shall be solely responsible for all work done and materials and articles supplied by the Contractor's sub-contractors or assignees. Upon request, Contractor shall provide copies of all sub-contracts placed specifically for use in connection with the Services.

24. **GOVERNING LAW:** The Agreement shall be construed in accordance with the laws of the State of Ohio, without reference to its conflicts of laws principles. The parties hereby agree and consent to the jurisdiction and venue of the State of Ohio, including any state or federal court sitting therein, and all court rules thereof, with respect to any litigation that may be brought by one party against the other arising out of or relating to the Agreement or the breach thereof. The parties specifically waive their right to challenge the procedural or subject matter of this tribunal, venue in this tribunal, or that there is a more convenient forum. If any section, subsection, or other provision of the Agreement shall hereafter be determined to be unlawful

and unenforceable, such section, subsection, or other provisions shall be severed from the Agreement, but every other section, subsection, and provision of the Agreement shall remain in full force and effect.

25. **PUBLICITY AND ADVERTISING:** No publicity releases (including news releases and advertising) relating to the Agreement and the Services hereunder shall be issued by Contractor without the prior written approval of INEOS. Any technical paper, article, publication, or announcement of advances generated in connection with the Services under the Agreement, during the period of performance of the Agreement or in the future, shall require INEOS's prior written approval. Contractor shall not use the name or trademarks of INEOS or any of its or their subsidiaries, divisions or affiliated companies, as a reference in any sales materials, presentations, or on sales calls, or in any of Contractor's customer lists or in any publicity, news release, company biography or advertisement, or in any other written materials or any promotion or other activity of any kind, without INEOS's prior written consent. INEOS specifically prohibits the photographing of any portion of the Services or other INEOS property by Contractor without the written permission of INEOS.

26. **DISPUTE RESOLUTION:** The parties shall attempt in good faith to resolve any dispute arising out of or relating to the Agreement promptly by negotiation between the management of each party. If the matter has not been resolved within sixty (60) days of a party's request for negotiation, either party may initiate binding arbitration as provided herein. Any controversy or claim arising out of or relating to the Agreement, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Either party may make a demand for binding arbitration by filing with the American Arbitration Association a demand in writing signed by an officer of the complaining party. The parties shall agree upon one arbitrator which will be selected and appointed in accordance with the Commercial Rules of the American Arbitration Association. The arbitration shall take place in Columbus, Ohio.

27. **WAIVER:** The failure of any party to insist upon strict performance of any of the terms, conditions and provisions of the Agreement shall not be deemed a waiver of future compliance therewith by the party by which the same is required to be performed hereunder and shall in no way prejudice the remaining provisions of the Agreement.

28. **SEVERABILITY:** If any provision of the Agreement, or the application of any such provision to any person or in any circumstance is held invalid, the application of such provision to any other person or in any other circumstance, and the remainder of the Agreement, shall not be affected thereby and shall remain in full effect.

29. **ENTIRETY OF AGREEMENT:** The Agreement is intended by the parties as the final, complete and exclusive statement of the terms, conditions and specifications of their agreement and is intended to supersede all previous agreements and understandings between the parties relating to its subject matter. No prior stipulation, agreement, understanding or course of dealing between the parties or their agents with respect to the subject matter of the Agreement shall be valid or enforceable unless embodied in the Agreement. No amendment, modification, termination notice or waiver of any provision of the Agreement shall be valid or enforceable unless in writing and signed by both parties. The Agreement shall supersede, and shall not be modified or amended in any way by the printed terms of any purchase order, proposal, quotation or other document which may be issued by either party covering the Services.

## Attachment I to Purchase of Services - Terms and Conditions

### EQUAL OPPORTUNITY CERTIFICATION AND AGREEMENTS

#### I. EQUAL OPPORTUNITY CLAUSE

For all contracts or purchase orders in excess of \$10,000  
Supplier/Contractor agrees to be bound by the following provisions:

1. Supplier/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Supplier/Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Supplier/Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. Supplier/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Supplier/Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Supplier/Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of Supplier/Contractor commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
4. If applicable, Supplier/Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. If applicable, Supplier/Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of Supplier's/Contractor's noncompliance with the nondiscrimination clauses of this contract or with any applicable rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and Supplier/Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. Supplier/Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Supplier/Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Supplier/Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction Supplier/Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### II. CERTIFICATION OF NONSEGREGATED FACILITIES

Supplier/Contractor certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means, but is not limited to, any waiting rooms, work areas, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated on the basis of race, creed, color or national origin by explicit direction, or are in fact segregated because of habit, local custom, or otherwise. It further certifies that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certification in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

#### "NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES"

A certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C 1001.

#### III. EMPLOYER INFORMATION REPORT AND AFFIRMATIVE ACTION PROGRAM

Supplier/Contractor agrees that if this contract or purchase order  
is \$50,000 more and it employs 50 or more persons it shall:

- (a) file with the Office of Federal Contract Compliance or agency designated by it, a complete and accurate report on Standard Form 100 (EEO-1) within 30 days after receiving an award of this contract (unless such a report has been filed in the last 12 months), and continue to file such reports annually, on or before March 31<sup>st</sup>; and
- (b) if applicable, develop and maintain a written affirmative action compliance program for each of its establishments in accordance with the regulations of the Secretary of Labor promulgated under Executive Order 11246, as amended.

#### IV. EQUAL OPPORTUNITY FOR DISABLED VETERANS, RECENTLY SEPARATED VETERANS, OTHER PROTECTED VETERANS, AND ARMED FORCES SERVICE MEDAL VETERANS

For all contracts or purchase orders in excess of \$100,000, Supplier/Contractor agrees to be bound by the following provisions:

1. Supplier/Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, other protected veteran, or Armed Forces service medal veteran in regard to any position for which the employee or applicant for employment is qualified. Supplier/Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a disabled veteran, recently separated veteran, other protected veteran, or Armed Forces service medal veteran in all employment practices, including the following: (i) recruitment, advertising, and job application procedures; (ii) hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring; (iii) rates of pay or any other form of compensation and changes in compensation; (iv) job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists; (v) leaves of absence, sick leave, or any other leave; (vi) fringe benefits available by virtue of employment, whether or not administered by Supplier/Contractor; (vii) selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training; (viii) activities sponsored by Supplier/Contractor including social or recreational programs; and (ix) any other term, condition, or privilege of employment.
2. Supplier/Contractor agrees to immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of Supplier/Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system.
3. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve Supplier/Contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
4. Whenever a Supplier/Contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the state workforce agency in each state where it has establishments of the name and location of each hiring location in the state. As long as Supplier/Contractor is contractually bound to these provisions and has so advised the state agency, there is no need to advise the state agency of subsequent contracts. Supplier/Contractor may advise the state agency when it is no longer bound by this contract clause.
5. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.
6. As used in this clause: (i) All employment openings includes all positions except executive and senior management, those positions that will be filled from within Supplier's/Contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. (ii) Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management. (iii) Positions that will be filled from within Supplier's/Contractor's organization means employment openings for which no consideration will be given to persons outside Supplier's/Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which Supplier/Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
7. Supplier/Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
8. In the event of Supplier's/Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
9. Supplier/Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as Supplier's/Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are disabled veterans, recently separated veterans, other protected veterans, or Armed Forces service medal veterans. Supplier/Contractor must ensure that applicants or employees who are disabled veterans are informed of the contents of the notice (e.g., Supplier/Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
10. Supplier/Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Supplier/Contractor is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans, recently separated veterans, other protected veterans, and Armed Forces service medal veterans.
11. Supplier/Contractor will include the provisions of this clause in every subcontract or purchase order of \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, so that such provisions will be binding upon each subcontractor or vendor. Supplier/Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance may direct to enforce such provisions, including action for noncompliance.

#### **V. UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS**

1. It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.
2. Supplier/Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. Supplier/Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of Supplier's/Contractor's compliance with this clause.
3. As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern (1) which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one



or more of such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian Tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124. Supplier/Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act. Supplier/Contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.

4. Contractors/Suppliers acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

#### **VI. UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES**

1. It is the policy of the United States that women-owned small businesses shall have the maximum practicable opportunity to participate in performing contracts awarded by any federal agency.
2. Supplier/Contractor agrees to use its best efforts to give women-owned small businesses the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with the efficient performance of its contract.

#### **VII. EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES**

For all contracts or purchase orders of \$10,000 or more,  
Supplier/Contractor agrees to be bound by the following provisions:

1. Supplier/Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. Supplier/Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following: (i) recruitment, advertising, and job application procedures; (ii) hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring; (iii) rates of pay or any other form of compensation and changes in compensation; (iv) job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists; (v) leaves of absence, sick leave, or any other leave; (vi) fringe benefits available by virtue of employment, whether or not administered by Supplier/Contractor; (vii) selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training; (viii) activities sponsored by Supplier/Contractor including social or recreational programs; and (ix) any other term, condition, or privilege of employment.
2. Supplier/Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
3. In the event of Supplier's/Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
4. Supplier/Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as Supplier's/Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. Supplier/Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., Supplier/Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
5. Supplier/Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Supplier/Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
6. Supplier/Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. Supplier/Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

#### **VII. NOTICE OF EMPLOYEE RIGHTS UNDER NLRA**

If the contract or purchase order is necessary to any of Ashland's federal contracts or subcontracts and is \$10,000 or more, Supplier/Contractor shall be bound by and agrees to comply with the provisions of Appendix A of 41 CFR 741, Subpart A, including posting the Notice of Rights for Employees under the NLRA.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment II to Purchase of Services - Terms and Conditions**  
**INEOS LIFE SAVING RULES**

The Seven INEOS Lifesaving Rules are:

- 1. No consumption or being under the influence of alcohol or drugs on company property.**
- 2. No smoking outside dedicated smoking areas.**
- 3. No work on live equipment/machines to commence without authorization.**
- 4. Safety critical devices/interlocks must not be disabled or overridden without authorization.**
- 5. Persons working at height must use proper fall protection.**
- 6. No entry to confined space without authorization and gas test.**
- 7. Lifting & hoisting; no unauthorized person to enter the defined danger zone where objects can fall.**

In case of violation of any of these rules, the following penalties may apply:

1. Immediate removal from INEOS site of any individual contractor (or subcontractor) employee that has breached any one of the Lifesaving rules
2. Payment by the contractor of a malus / liquidated damages in the amount equal to the greater of 2.5% of the previous 12months turnover under the Contract / Agreement or USD 10,000, upon the 1st instance of any breach of one of the life saving rules by the employee of a contractor (or subcontractor).
3. Termination of the contract upon the 2<sup>nd</sup> instance of any breach of one of the life saving rules by the employee of a contractor (or subcontractor).

**ATTACHMENT III to Purchase of Services - Terms and Conditions**  
**CONTRACTORS INSURANCE REQUIREMENTS**

Unless otherwise agreed to in writing, the Contractor or Vendor shall, at its sole expense, maintain in effect at all times during the performance of work and completed operations, insurance coverage with limits, not less than those set forth below with insurers and policy forms satisfactory to INEOS. The insurance companies must have **A.M. Best ratings of at least A-VII or better**. Contractor or Vendor shall cause its subcontractors at the jobsite or premise to obtain and maintain insurance policies to protect INEOS in accordance with the same insurance requirements. All insurance provided by the Contractor or Vendor and its subcontractors shall be primary and any similar insurance maintained by INEOS shall be excess thereof and not contributory with Contractor's or its subcontractor's insurance. INEOS shall be given thirty (30) days written notice in the event of cancellation, non-renewal or material alteration of any policy. All insurance other than for Workers' Compensation and Employer liability provided by Contractor shall name INEOS and its subsidiaries and affiliates as an "additional insured". All Workers' Compensation and Employer's Liability Insurance shall expressly provide that all rights of subrogation, where permitted by law, are waived. In addition, to the extent Contractor's or Vendor's services include services for or benefiting INEOS's customer's or a third party property owner, said INEOS Customer or third party property owner shall be an "additional insured" to the same extent as provided above upon request of INEOS.

**MINIMUM COVERAGE**

All contracts for work on behalf of INEOS must contain the following minimum coverage; however, such limits shall not limit Contractor or Vendor's liability hereunder.

**A. Workers' Compensation and Employers' Liability**

1. Coverage "A" – Statutory coverage in all states, including all areas involved in operations covered under this contract/work order.
2. Coverage "B"-Employer's Liability
  - a. Limit \$500,000 each accident
  - b. Limit \$500,000 bodily injury by disease (policy limit)
  - c. Limit \$500,000 bodily injury by disease (each person)

**B. Commercial General Liability**

1. Limits of liability \$2,000,000 Per Occurrence/ \$5,000,000 General Aggregate
2. Products- Completed Operations Aggregate \$2,000,000 limit
3. Personal and Advertising Injury \$1,000,000 limit
4. Commercial General liability Coverage.
5. Broad Form Contractor's Protective liability / Independent Contractors Liability
6. Additional Insured form CG 20 10
7. Waiver of Subrogation in favor of INEOS

**C. Automobile Liability**

1. Limits of Liability \$1,000,000 Combined Single Limit Each Accident / Loss
2. Covered Autos: Owned, Non-Owned, Hired or Leased
3. If a Contractor transports hazardous materials they shall have an MCS-90 endorsement and endorsement CA 9948 if the materials are pollutants
3. Waiver of Subrogation in favor of INEOS

**D. Umbrella Liability**

- Limit of Liability \$5,000,000 Combined Single Limit per Occurrence / Aggregate\*

**\*The above Limits of Liability will be reduced to \$1.0 Million Excess/Umbrella Liability where approved by INEOS if indicated by marking an "X" in the block provided below. A waiver shall not, however, be approved for any**

**Contractor working in industrial areas of a plant or site, e.g. hot work, lock out/tag out, around tanks, manufacturing equipment, major capital construction projects, Common Carrier's and Environmental Remediation, etc, which will be required to carry \$5 MM Excess/Umbrella Liability.**

\$1.0 MM Excess/Umbrella Liability shall apply for this Contract **APPROVED:** \_\_\_\_\_

A current certificate of insurance must be supplied naming INEOS. and those parties required hereunder as additional insured indicating the above coverage prior to execution of the Contract, Agreement, Purchase Order and/or commencement of work.

#### **ADDITIONAL COVERAGE**

The following additional insurance coverage will apply for specific projects where the project includes or involves the services or activities noted. Contractors performing such services or performing such activities shall maintain such insurance as noted unless otherwise waived or reduced by written approval of INEOS. Contractors who have any questions regarding the applicability of any insurance specified under this section "Additional Coverage" may request a determination from INEOS's Contractor Administrator, Project Manager or Contact Personnel at INEOS requesting the services. Where any request for waiver or reduction in the insurance specified below is presented by the Contractor, said request shall be addressed by INEOS's Risk Management Group. Determination of applicability or level of any insurance for a project by INEOS's Risk management group are final.

The following additional insurance shall be maintained by Contractor or applicable Subcontractor as applicable to the Services or activities of the Contractor:

1. **RIGGERS LIABILITY INSURANCE:** If any cranes are used, Riggers' Liability will be required with a \$2,000,000 limit.
2. **PAYMENT and/or PERFORMANCE BOND:** Where specified within the Contract documents, the Contractor shall maintain Payment and/or Performance bond in amounts noted within the Contract or, if no amount is specified, to the level of the value of the Contract.
3. **CARGO POLICY:** for the delivery of any cargo showing value of materials furnished by contractor.
4. **CONTRACTOR'S POLLUTION or ENVIRONMENTAL IMPAIRMENT LIABILITY:** All Contractor's which provide services which involve any environmental remediation, waste handling or management, chemical analysis, demolition, well digging or abandonment or other environmental related services shall maintain Contractor's Pollution Liability or Environmental Impairment Liability Insurance with limits of \$5,000,000. Coverage must be maintained without interruption from date of commencement of the work and until five (5) years following the date of final payment and shall meet the additional insured requirements as specified above.
5. **BUILDER'S RISK or "ALL RISK" POLICIES:** Where specified within any construction contract, the Contractor shall maintain coverage for the full replacement value of the projects to include fire, theft, and transit coverage. Any policies maintained by the contractor on their own and/or rental equipment and materials shall contain a provision requiring the insurance carriers to waive their rights to subrogation against INEOS.
6. **PROFESSIONAL LIABILITY INSURANCE:** In the event this agreement requires the contractor to provide professional services such as but not limited to, architectural engineering, construction management, surveying, design, IT Services, etc., or where the contractor will be providing any professional opinion as

part of their services, a certificate of insurance must be provided evidencing Professional Liability coverage with a limit of not less than \$5,000,000. Any material change in limits, coverages or loss of aggregate limit due to outstanding claims must be reported to INEOS within thirty (30) days of any such event. Coverage must be maintained without interruption from date of commencement of the work and until five (5) years following the date of final payment.

7. **CYBERISK INSURANCE:** All IT services providers will be required to carry Cyberisk Insurance providing first and third party coverage for damage to or destruction of the INEOS System and/or the Data and for invasion of privacy claims arising out of or related to unauthorized access and/or disclosure of the INEOS System and/or the Data in the minimum amount of \$5,000,000.
8. **ASBESTOS RELATED SERVICES:** For all services involving Asbestos Containing materials or related services, the following additional provisions shall be applicable to the Contractor's Commercial General Liability policies:

The General Commercial liability policy shall also include coverage for claims arising out of handling and disposal of asbestos and/or materials containing asbestos, as specified:

- a) Coverage shall include asbestos abatement operations including resultant pollution damage.
- b) Coverage shall not contain a sunset provision or other limitations.
- c) Coverage shall include contractual liability coverage in accordance with ISO policy form GG 00 01 85 (without modifications reducing coverage).
- d) The policy shall not exclude asbestos injury to employees of the owner, General Contractor, lessee, real estate manager, and subcontractor so long as their job duties do not require them to be in the regulated asbestos abatement area.
- e) If the policy or any endorsement contains a provision which limits or eliminates bodily injury or property damage coverage on final air clearance levels, the policy shall be modified so that it is consistent with applicable regulatory requirements governing asbestos abatement and the appropriate analytical testing protocols contained in the project specifications.
- f) The policy shall not exclude coverage for claims in which it is alleged that the licensed Asbestos Contractor unintentionally failed to comply with the most stringent regulations governing the work.

Maintenance of said minimum insurance shall be a condition precedent to the payment of Contractor for compensation of the work or services provided to INEOS. Failure to maintain said insurance, as required shall constitute a material breach and shall be sufficient grounds for immediate cancellation of Contract.

Certificate Holder:  
INEOS Composites US, LLC  
Attention: Purchasing Department  
ccurl@ashland.com