

1. **Contractual Relationship:** In the performance of the work covered by this Agreement, Contractor shall operate as an independent Contractor and not as agent of INEOS KOH INC.. No personnel furnished by Contractor shall be deemed under any circumstances agents or servants of INEOS KOH INC.. Contractor agrees to assume full responsibility for the acts, negligence or omissions of all its employees, for all its subcontractors and for all other person doing work under contract with Contractor. 2. **Responsibility for the Work:** Contractor shall supply and furnish all home office and field services, engineering, labor, materials, equipment, tools, supervisors, transportation and all other items and services necessary for the complete and satisfactory performance of the work covered by this Agreement, except such items as INEOS KOH INC. specifically agrees to supply or furnish to or for the use of Contractor. Any equipment, materials or services not specifically described in the specifications or drawings but which may be fairly implied as required thereby or necessary to complete the work for the use intended shall be within the scope of Contractor's work hereunder. 3. **Drawings and Specifications:**

Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown and mentioned in both. In case of conflict or inconsistency between the specifications and the drawings, or in case of discrepancies, omissions and/or errors, the matter shall be submitted immediately to INEOS KOH INC. for determination. Contractor agrees to furnish such drawings and data as INEOS KOH INC. may specify, INEOS KOH INC. reserves the right to review and comment on such drawings and data to the extent, if any, that INEOS KOH INC. deems desirable for its purposes. Drawings will not be returned to Contractor unless INEOS KOH INC. elects to make comments. Any such review and comment by INEOS KOH INC., or any failure to review, unless expressly agreed in writing to the contrary, shall not alter any of the terms and conditions of this Agreement or relieve Contractor of any responsibility or liability for the accuracy and completeness of such data and materials or be interpreted so as to imply approval of such drawings and data. 4. **Changes in Drawings and Specifications** INEOS KOH INC. reserves the right to make any changes in the Plans and Specifications by giving written notice thereof to Contractor. If such changes cause a material increase or decrease in the cost of performing the work or the time of performance, and written notice thereof is given to either party within ten (10) days after the giving of such notice of change, and equitable adjustment in the Contract Price and/or the time of performance shall be made. The adjustment shall be in the form of an agreed upon lump sum or the actual cost of the work plus an agreed upon allowance for Contractor's overhead and profit or an agreed upon unit price. 5. **Contractor's Employees:** Contractor shall employ a competent superintendent, who, on behalf of the Contractor, shall have complete charge of all work. Contractor shall advise INEOS KOH INC. in writing of the name, address and telephone number (day and night) of the designated superintendent. Once a superintendent is designated, Contractor shall not change the superintendent without written approval of INEOS KOH INC.. An employee of Contractor adjudged by INEOS KOH INC. as unskilled, unfit or unresponsive to INEOS KOH INC.'s rules of safety and conduct while engaged in the work shall be promptly removed upon receipt of written notice from INEOS KOH INC. and shall not be re-employed on the work except by written consent of INEOS KOH INC..

6. **Working Conditions:** Contractor shall comply with the following provisions:
(a) All of Contractor's employees engaged in work, as well as Contractor's representative, suppliers, subcontractors and visitors, shall be subject to the rules and regulations set by INEOS KOH INC. for the safe, orderly and efficient conduct of all operations upon the plant site. (b) Contractor's employees engaged in the work shall be required to participate in INEOS KOH INC.'s health and safety orientation program prior to entering the work site. (c) Contractor shall include the provisions of this article in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors and shall require its subcontractors to do likewise. 7. **Scheduling the Work:** INEOS KOH INC. represents that it and other Contractors and subcontractors may be working in the same area during the performance of the work covered by this Agreement. INEOS KOH INC. reserves the right to direct Contractor to schedule the order of performance of the work in such a manner as to not unreasonably interfere with the performance of work by INEOS KOH INC. or other Contractors or subcontractors. Contractor shall submit to INEOS KOH INC. at such time as may be agreed a time schedule for the completion of the various portions of the work. To the extent practicable, the sequence of commencement and completion of separable portions of the work shall be as INEOS KOH INC. shall direct. Contractor shall make available to INEOS KOH INC.'s inspectors during the progress of the work any portion of the work accepted as complete by INEOS KOH INC..

8. **Inspection of the Work:** All work, including material furnished by Contractor, shall be at all times open to inspection by INEOS KOH INC.. Contractor agrees to coordinate all inspection matters, including INEOS KOH INC.'s inspection. Inspection or failure to inspect by INEOS KOH INC. shall not relieve Contractor of any responsibility or liability with respect to materials and workmanship nor constitute acceptance thereof by INEOS KOH INC.. If, upon inspection, any work or materials are found not to be equal to acceptable standards in the opinion of INEOS KOH INC., Contractor shall replace such unacceptable work or materials to INEOS KOH INC.'s satisfaction. In the event of Contractor's failure to replace any such unacceptable work or materials, INEOS KOH INC. may upon written notice to the Contractor, replace the work or materials and deduct the cost thereof from the Contract Price. If the specifications, INEOS KOH INC.'s instructions, laws, ordinances or any public authority require any work to be especially tested or approved, Contractor shall give INEOS KOH INC. timely notice of its readiness for inspection and, if the inspection is by another authority than INEOS KOH INC., timely notice of the data fixed for such inspection. 9. **Reports:** If required by INEOS KOH INC., Contractor shall furnish INEOS KOH INC. the following information in writing: (a) Prior to commencement of the work, the value of materials, labor and equipment included in the Contract Price. (b) Prior to commencement of the work, a schedule of values of the various parts of the work, including quantities, aggregating the total Contract Price, divided so as to afford a guide for making payments hereunder. (c) Daily, a force report, by crafts, to INEOS KOH INC.'s representative. (d) Weekly, the total number of man-hours expended during the week with the total broken down by crafts. (e) Within two week after completion of the work, the total number of man-hours expended on this Agreement broken down by crafts.

In addition to the information required above, Contractor agrees to furnish such reports and conform with such administrative requirements as may be stated in the specifications or special conditions.

10. **Clearing Site:** During performance of the work under this Agreement and upon termination or completion thereof, Contractor shall remove all debris and waste materials and keep and leave the site of the work in a condition satisfactory to INEOS KOH INC.. If INEOS KOH INC. desires Contractor to use INEOS KOH INC.'s disposal sites or methods, Contractor's obligation concludes upon disposition of such debris and waste materials in accordance with INEOS KOH INC.'s directive.

11. **Laws and Regulations:** Contractor shall comply strictly with all local, state and federal laws, orders and regulations applicable to its operation in the performance of the work hereunder. Contractor shall procure and pay for all permits and inspections required by any governmental authority for any part of the work, and shall furnish any bonds, security or deposits required to permit performance of the work. Contractor shall promptly notify INEOS KOH INC. if the Plans and Specifications are at variance with requirements of any applicable law, ordinance, rule or regulation.

12. **Safety Regulations:** Contractor shall take all necessary precautions to protect all property and persons from damage or injury arising from the work. Contractor shall, while upon or about INEOS KOH INC.'s premises, observe and comply with all fire, safety and other rules and regulations heretofore or hereafter prescribed by INEOS KOH INC., and shall be responsible for observance thereof by all employees, agents, licensees, permits and subcontractors.

13. **Occupational Safety and Health Act:** Contractor warrants that the work and the work conditions under this contract comply in all respects with the Occupational Safety and Health Act and all applicable regulations, rulings, orders and standards promulgated thereunder and agrees to hold INEOS KOH INC. harmless from any and all liabilities, claims, civil fines and penalties, including reasonable costs and settlements, which may arise out of the work which does not meet these requirements. 14. **Anti-Discrimination Contractor,** in performing the work required hereunder, shall comply with the provisions of Executive Order 11246 and shall not discriminate against any employee or applicant for employment because of creed, race, color, sex or national origin. 15. **Time of Performance:** Time is of the essence of this contract and all actions taken by the parties hereto shall be taken to the end that the performance of this Contract shall be fully expedited. Contractor shall indemnify and hold harmless INEOS KOH INC. from and against any penalty or liability incurred by INEOS KOH INC. because of Contractor's failure to perform the work within the time agreed upon.

16. **Delays and Extension of Time:** If Contractor is delayed in the progress of the work, written notice thereof and of the anticipated results shall be given promptly to INEOS KOH INC. by Contractor. Failure to give such notice promptly shall be deemed sufficient reason for denial of extension of time by INEOS KOH INC.. Delays caused by INEOS KOH INC. or circumstances beyond the reasonable control of Contractor and not reasonably foreseeable by Contractor in time to prevent shall be the basis for an extension of the time of completion. 17. **Patents:** Contractor hereby warrants that the use of materials and equipment manufactured or furnished hereunder will not infringe claims of any patent (to the extent the design for such materials and equipment is not furnished by INEOS KOH INC.); and Contractor agrees to be responsible for and to defend at its sole expense all suits and proceedings against INEOS KOH INC. based on any such alleged patent infringement, and to pay all costs, expenses, judgments and damages which INEOS KOH INC. may have to pay or incur by reason of any such suit or proceedings. Notwithstanding the foregoing Contractor does not warrant against, and shall not be responsible for claims of patent infringement based solely on the use of such materials or equipment in combination with other material or equipment or in the operation of any process other than such process as may be inherent in the use of such materials or equipment. 18. **Liens and Claims:** Contractor does hereby indemnify and save harmless INEOS KOH INC. from all claims, demands, causes of actions or suits of whatsoever nature arising out of the services, labor, equipment and materials furnished by Contractor or its subcontractors under this Agreement, or costs and charges arising out of or in connection with any act or representative of Contractor, its agents or employees. Contractor shall immediately pay and discharge, or shall provide security sufficient and satisfactory in itself to pay and discharge, any obligation or alleged obligation it or any of its subcontractors may have, in aid of the enforcement of which a lien or right of any kind is established, or is attempted to be established, upon or against the work or the real property upon which the work is situated.

INEOS KOH INC. may, as a condition precedent to any payment thereunder, require Contractor to submit complete waivers and releases of any and all claims of any person, firm or corporation. Such releases shall be submitted covering all such claims as a condition precedent to final payment. 19. **Injury to Persons and Damage to Property:**

Contractor hereby agrees to indemnify, defend and hold harmless INEOS KOH INC., its officers, employees and agents, from and against all claims, suits, judgments, costs, damages losses, expenses (including attorney's fees) and liabilities of whatsoever kind or nature resulting from personal injury (including death therefrom) to any person including employees of Contractor and its subcontractors and loss of or damage to property resulting from, incident to, connected with or arising out of the performance of the work and caused by negligent acts or omissions or other breach of a legal duty of Contractor, its subcontractors and their employees or agents, irrespective of whether the actual injury, loss or damage occurs during or subsequent to the performance of the work. 20. **Guarantees:** All materials and equipment furnished and all work performed by Contractor pursuant to this Agreement shall be guaranteed to be of the best quality of their respective kinds (unless otherwise authorized by INEOS KOH INC.), to be free from faulty design (to the extent said design is not specified by INEOS KOH INC.), workmanship, or materials and to be of sufficient size and capacity and of proper material so as to fulfill in all respects the operating requirements specified. Contractor agrees that it will repair or replace all materials, equipment or other work furnished or performed by Contractor in which failure to conform to the aforesaid guarantee in any respect is discovered and communicated to Contractor during the progress of the work of within one (1) year from the date of acceptance of the work as a whole; provided however, that if Contractor's field forces required for such replacement are not reasonably available; INEOS KOH INC. may, at its option, make the necessary repairs and charge the cost thereof to Contractor. 21. **Compensation and Payment:** Contractor agrees to accept the specified Contract Price as full compensation for all work, equipment and materials and performing all provisions embraced in this Agreement; for all loss or damage arising out of the nature of the work as from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance; and for all risk of every description connected with the work. Unless otherwise approved for in this Agreement, INEOS KOH INC. shall pay to Contractor for performance of the work; net forty five (45) days after completion and delivery of the work under this Agreement.

Payments otherwise due may be withheld by INEOS KOH INC. because of defective work or material not remedied, claims filed or reasonable evidence indicating the probability of filing of claims, failure of Contractor to make payments properly to its subcontractors, or for material or labor, or a reasonable doubt that the work can be completed for the balance then unpaid. If the foregoing causes are removed, the withheld payments shall promptly be made. 22. **Extra Work:** Contractor shall not be entitled to any compensation in addition to the stated Contract Price for the performance of any work not required under this Agreement, unless prior to the performance of the work, it shall have received INEOS KOH INC.'s written authorization to perform such work and additional compensation therefore shall have been agreed upon in writing. 23. **Premium Pay:** Contractor shall not work hours involving premium pay for INEOS KOH INC.'s account without INEOS KOH INC.'s written authorization. All overtime shall be for Contractor's account unless otherwise agreed upon. 24. **Taxes and Assessments:** Except to the extent otherwise indicated in this Agreement, Contractor accepts full and exclusive liability for the payment of any and all taxes and assessments imposed by local, state or federal government, including without limitation, all sales, use, power, gross receipts, or other taxes levied with respect to materials furnished or work performed by Contractor, or payments made to Contractor and assessments for unemployment insurance, old age benefits, annuities, disability benefits or other purposes which are in whole or in part measured by and/or based upon the wages, salaries, or other remuneration paid to persons employed by Contractor on work under this Agreement. 25. **Termination of Agreement:** INEOS KOH INC. may terminate this Agreement at any time, except where termination is due to Contractor's default, INEOS KOH INC. shall pay Contractor that portion of the Contract Price corresponding to the work completed to INEOS KOH INC.'s satisfaction, together with costs necessarily incurred by the Contractor in termination the remaining portion of the work less any payments made before termination. In no event shall INEOS KOH INC. pay Contractor amounts aggregating in excess of the total Contract Price.

26. **Non-Assignment and Subcontracts:** Contractor shall not assign this Agreement or any money to become due hereunder, or subcontract the work, or any part thereof, without first obtaining the written approval of INEOS KOH INC., including the approval of the form of the assignment or subcontract or of the subcontractor to whom the work, or any part thereof, is to be sublet. If the work, or any part thereof, is subcontracted, INEOS KOH INC. may require the Contractor to assign the subcontract to INEOS KOH INC., provide however, that by accepting such assignment INEOS KOH INC. shall not become obligated to the subcontractor for any labor, materials, equipment or any other cost of the subcontracted work already paid for by INEOS KOH INC. to Contractor. All subcontracts shall specifically permit assignment thereof to INEOS KOH INC..

27. **Entire Agreement:** This Agreement embodies the entire Agreement between INEOS KOH INC. and Contractor. Contractor represents that in entering into this Agreement it does not rely on any previous oral or implied representation, inducement, or understanding of any kind. Any changes in the provisions of this Agreement, or in the attachments hereto made subsequent to the execution hereof, shall be made in writing and executed in the same manner as this Agreement. 28. **Records and Tax Refunds** In Contractor under the terms of this Agreement it is to be paid a fee plus reimbursement costs it shall: (a) Account for all materials, equipment and labor entering in the work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the method utilized shall be satisfactory to INEOS KOH INC.. INEOS KOH INC. shall be afforded access to all Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and other similar data and materials relating to this Agreement and Contractor shall preserve all such records, etc., for a period of two (2) years after the final payment is made by INEOS KOH INC.. (b) Upon INEOS KOH INC.'s request, execute and assignment to INEOS KOH INC. of any claim it may have for refund of sales and use taxes which it paid to the state in which the work is located in connection with acquisition of tangible personal property for INEOS KOH INC. under the terms of this Agreement and it shall use its best efforts to obtain assignment of such claims for refund from all of its vendors or subcontractors and such assignment by Contractor and its vendors and subcontractors shall be in the form furnished by INEOS KOH INC..

29. **Assignment by INEOS KOH INC.:** INEOS KOH INC. may assign any and all rights under this Agreement without the consent of Contractor to any party who acquired any interest in the plant or facility of which the work is to be a part. However, such assignment shall not relieve or release INEOS KOH INC. from any of its obligations or responsibilities to Contractor arising out of this Agreement. 30. **Dispute Resolution/Mediation:** The Parties shall endeavor in good faith to attempt to resolve amicably all disputes that may arise between them in connection with this Agreement by holding a meeting of the authorized representatives of the Parties at a mutually convenient time and place. If the Parties cannot resolve the dispute within forty-five (45) days, then either Party may give a written notice (a "Dispute Notice") to the other Party setting forth the nature of the Dispute (as defined in the following Section), and the Parties shall attempt in good faith to resolve the Dispute by mediation in Cleveland, Ohio, using the services of a reputable provider of alternative dispute resolution services. If the Dispute has not been resolved by mediation as provided above within one hundred twenty (120) days after the delivery of the Dispute Notice, then the Dispute shall be determined by arbitration in accordance with the provisions below. Arbitration. Any controversy, claim or dispute of whatever nature between the Parties, arising out of or relating to this Contract or the interpretation, performance, breach, termination, enforceability, or validity thereof ("Dispute"), which is not settled through mediation as provided above, shall be decided by binding arbitration in accordance with the then current commercial arbitration rules of the American Arbitration Association. Such arbitration shall be conducted by a single arbitrator strictly in accordance with the rules with the terms of this Contract and in accordance with the laws of Ohio. If the Parties cannot agree within forty-five (45) days to the selection of an arbitrator, a single arbitrator shall be appointed by the American Arbitration Association in accordance with its rules. The Rules of Civil Procedure shall apply in any such proceeding, and the Parties shall be entitled to discovery. The arbitration shall be governed by the United States Arbitration Act, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator shall determine a "prevailing party" in such proceeding, and the fees and expenses of the prevailing party, including its attorneys' and witness fees and expenses, shall be included in the award. The exclusive venue for any arbitration proceeding shall be Cleveland, Ohio. The arbitrator shall not be authorized to award incidental, consequential, punitive or exemplary damages. Judgment upon the award may be entered in any court of competent jurisdiction, and assets may be attached in any country in the world pursuant to such judgment.