

MORTON SALT, INC.
STANDARD PURCHASE ORDER TERMS FOR PURCHASE OF SERVICES
(SERVICE CONTRACT)

1. DEFINITIONS: As used herein, "Morton" refers to Morton Salt, Inc.; "Provider" refers to the provider, its agent or other party identified on the purchase order for services ("service contract") which incorporates these standard purchase order terms and conditions by reference; "Contract" refers to the language herein and all specifications or other documents attached hereto and incorporated herein by reference and agreed to by Morton in writing; and "Work" refers to any work, service(s), maintenance, repair or other activity undertaken or required (explicitly or implicitly) to be undertaken by Provider under the terms of this Contract.

2. WORK/PAYMENT: Provider shall perform and complete the Work free of all liens and encumbrances, and in full compliance with all terms, conditions and specifications in this Contract, including work and materials not specifically mentioned or shown in this Contract, but necessary to complete the entire Work in all its details as shown and intended. Morton shall not be required to pay for, or make payments on, any Work that is not completed in a professional and competent manner in full compliance with all terms, conditions and specifications herein, including but not limited to Work subject to, or which may be subject to, any liens or encumbrances. Morton shall not be required to pay any part of the price until Provider has furnished Morton with affidavits, satisfactory to Morton, setting forth any amounts owed for labor or material furnished by or to Provider, or any agent or supplier of Provider, which are or might become liens against any Morton property or the Work, accompanied by waivers of all such liens or possible liens.

3. PERMITS, LAWS, AND REGULATIONS:

(a) Provider shall, at its own expense, obtain all necessary permits, certificates, licenses and bonds required to conduct the Work, and shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations in carrying on its business and in performing the Work. Provider shall bear all costs, expenses, damages and fines arising out of violation of any such laws, ordinances, rules or regulations by Provider or any agent, including all costs and expenses of conforming the Work to the requirements thereof.

(b) Without limiting the generality of the foregoing, Provider specifically agrees to comply with all environmental laws; the Fair Labor Standards Act as amended and orders, rules and regulations issued thereunder; the Walsh-Healy Public Contracts Act, if applicable; all applicable Federal, State and local laws, orders, rules and regulations relating to employment of the handicapped or other covered or protected group (including but not limited to Public Law 93112 and any orders, rules and regulations issued thereunder); all applicable Federal, State and local laws, orders, rules and regulations relating to discrimination in employment (including but not limited to Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 793; Section 402 of the Vietnam Veterans Readjustment Assistance Act of 1974, as amended, 38 USC U.S.C. 4212; Executive Order 13496; and Worker's Compensation laws, all of which are specifically incorporated herein by reference. To the extent required by law, Provider shall obtain equivalent compliance agreements from its agents and suppliers and shall maintain said agreements in its files.

(c) **Unless exempt, Provider shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. If applicable, Provider shall also abide by the requirements 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights.**

4. INDEMNIFICATION:

(a) Except if the liability, claim, loss, damage, action, suit, cost or expense is a result of the willful misconduct or sole negligence of Morton, Provider agrees to indemnify, defend and hold harmless Morton, its parent, subsidiary, and affiliated entities and each of their respective successors, assigns, agents, officers,

directors, shareholders, employees, representatives, customers and invitees (collectively, "Indemnitees") from and against any and all liability, claim, loss, damage, action, suit, cost or expense (including attorneys' fees) for injuries or death to persons or damage to property, including but not limited to employees and property of Morton and Provider, resulting from, arising out of, or in any way related to, directly or indirectly; (i) any act or omission of Provider or of any of its agents (including the agents, officers or employees of either of them) in connection with this Contract, regardless of fault; (ii) Provider's performance or failure to perform (or that of any of its agents) under this Contract; (iii) any claims, costs or expenses arising under any Workers' Compensation laws; or (iv) any breach of warranty, breach of contract, misrepresentation or false certification, or failure to exercise due care by Provider, agents or supplier, regardless of any active or passive negligence by Morton. Provider and Morton intend that if Provider fails to fulfill any term, condition or obligation of this Contract and that failure in any way causes any part of a claim, loss, damage, action, suit, cost or expense to or against Morton, its agents, employees or representatives, or if the fulfillment of the term, condition or obligation would have prevented or in any way minimized the loss, Provider agrees to indemnify, defend and hold harmless Morton, its agents, employees or representatives, regardless of whether any other party is at fault contributing to the claim, loss damage, etc., including Morton. All indemnifications shall be continuing and shall survive termination of this Contract. Provider shall be jointly and severally liable with its agents or suppliers for any acts, failures to act, omissions or breaches of or by any of its agents or suppliers. Morton may, at its option, be represented by and actively participate through its own counsel in any suit or action against any Indemnitee.

(b) Without limiting the generality of subparagraph 4(a), in the event an officer, employee, agent or representative of Provider or of Provider's agents claims to have suffered an injury on Morton's premises and regardless of whom the Provider's officer, employee, agent or representative claims is at fault for his injury, including allegations of active or passive negligence by Morton, Provider will defend Morton, its officers, directors, agents, employees and representatives against any claims, demands, actions and suits arising from such an injury. Provider shall pay fully all settlements and judgments of such claims, demands, actions and suits, except if the claim, demand, action or suit goes to judgment and the injury is found to have been caused by Morton's sole negligence or willful misconduct.

(c) Provider waives its rights to recover against Morton, its agents, officers, directors, shareholders, employees, representatives, customers, and invitees in subrogation or as subrogee for another party. This waiver shall not be applicable in causes where a final judgment has been entered finding that the injury was caused by Morton's sole negligence or willful misconduct.

5. INSURANCE:

(a) Provider (including any of its agents) shall obtain and maintain at its own expense WORKERS' COMPENSATION INSURANCE with statutory limits; COMMERCIAL GENERAL LIABILITY INSURANCE with a minimum combined single limit of liability of \$2,000,000 per occurrence (including broad form property damage and contractual liability); COMMERCIAL AUTOMOBILE LIABILITY INSURANCE with a minimum combined single limit of liability of \$1,000,000 per occurrence; and EMPLOYER'S LIABILITY INSURANCE with a minimum limit of liability of \$1,000,000. Provider shall also carry Property Insurance that provides Contractor's Equipment coverage to cover any and all of Provider's own or any of its agents' equipment brought onto Morton's site.

(b) At Morton's request, Provider (including any of its agents) shall obtain and maintain additional insurance coverages and/or increased limits of liability (other than those shown in (a) above) as may be required either elsewhere in this Contract or by the scope of the Work to be performed by the Provider or its agents under this Contract.

(c) All required insurance shall be endorsed to include Morton Salt, Inc., its parents, subsidiaries, and affiliated companies, and their respective successors, officers, directors, employees and agents as an additional insured; shall provide that Morton Salt, Inc., and its parents, subsidiaries, and affiliated companies shall not be stopped from recovery against Provider under the policy due to being covered as an Additional Insured; and shall require a thirty (30) day notice of cancellation or reduction in coverage to be given to Morton. The Workers' Compensation policy shall contain a waiver of subrogation by the Workers' Compensation carrier in Morton's favor.

(d) Provider shall file certificates with Morton for all required insurance before undertaking the performance of the Work and, at Morton's request, shall submit all required policies to Morton for examination. Any commencement of work by Provider, even with Morton's knowledge, before obtaining the required insurance or

providing the required certificates and/or policies shall not constitute a waiver by Morton of these requirements, and Morton may require Provider to stop performance of the Work until this section of this Contract has been complied with to Morton's satisfaction.

(e) Provider's (including any agent's) insurance coverage is always primary and Provider (including any of its agents) will not seek any contribution from any insurance available to Morton. Any insurance afforded to Morton is strictly excess over any other insurance, whether primary, excess, contingent, or on any other basis afforded to Provider or any of its agents. Morton will have no duty to defend any claim or suit that any other insurer has a duty to defend. Provider agrees to have all rights of subrogation against Morton waived by Provider's or any of its agent's insurers.

(f) Provider agrees to assure that any and all provisions of this paragraph "5. INSURANCE" will be complied with by all of its agents performing Work under this Contract. Provider shall be responsible for any failure of its agents to comply with this paragraph 5.

6. PATENTS: Provider shall pay all royalties and license fees and shall defend all suits and claims whatsoever for infringement of any patent rights on any methods, processes, appliances, equipment or other materials (not furnished or specified by Morton) used in furtherance of this Contract and shall hold Morton harmless from loss and reimburse Morton for all costs on account thereof.

7. SAFETY AND HEALTH: Provider warrants that all goods delivered and Work performed will comply with, and be performed in accordance with all applicable Federal, State, local and Morton plant safety and health rules and regulations. Provider also shall abide by the Occupational Safety and Health Act of 1970, as amended, and the Mine Safety and Health Act of 1977, as amended, as applicable; and all respective standards and regulations issued thereunder. Where variations exist between rules and regulations, the most stringent requirements will be deemed applicable. Provider will adequately protect its own activities from damage, and will take all necessary precautions during the progress of the Work to protect all persons and the property of Morton and others from injury or damage. Provider shall carefully inspect Morton's premises before starting any activity and from time to time for any dangerous conditions or activities in, on or about said premises and shall give appropriate notice of dangerous conditions or activities by installing and maintaining such safety devices, guards, barricades, danger signs or other measures as shall be necessary to safeguard all persons against such conditions and activities however arising. Provider shall be responsible for initiating, maintaining and supervising all safety precautions and programs involving its workers, employees, or goods in connection with the performance of the Work under this Contract.

8. SUPERVISION AND WORK PROCEDURES: Provider shall supervise and direct the Work, using its best skill and attention. Provider shall be solely responsible for all services, methods, techniques, sequences and procedures for, and coordination of, all portions of the Work under this Contract, except as otherwise expressly stated herein. Provider shall enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the task assigned. Provider shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At completion, Provider shall remove its tools, equipment, machinery and surplus materials, and shall leave the premises in a clean, neat and orderly condition. Provider shall have no authority to hold itself out to others as Morton's agent, or otherwise seek to bind Morton, or expense to Morton, any defective labor, workmanship or materials performed or furnished under this Contract for a period of one year after the completion of the Work.

9. LABOR AND MATERIALS: Unless otherwise provided herein or accepted by Morton in writing, Provider shall provide and pay for the labor, materials, equipment, tools equipment and machinery, transportation and services necessary for the proper execution and completion of this Contract, and no employees, tools, equipment or machinery of Morton shall be used in the performance of this Contract.

10. WARRANTY: Provider warrants to Morton that Provider has good and absolute title to all materials and equipment furnished under this Contract; that all such materials and equipment will be new, unless otherwise specified; and that all Work will be of good quality, free from faults and defects in design, material and workmanship and in full conformance with all aspects of this Contract. If required by Morton, Provider shall furnish satisfactory evidence as to the kind and quality of materials and equipment used, or to be used. In addition to any performance guarantee or other guarantee or warranty of Provider, and in addition to any other rights and remedies provided to Morton hereunder, Provider agrees to correct or replace, free of charge or expense to Morton, any defective labor,

workmanship or materials performed or furnished under this Contract for a period of one year after the Work is completed and accepted by Morton. In the case of hidden or latent defects, the one-year limitation shall not apply.

11. EXCUSABLE DELAY OR FAILURE:

(a) Time is of the essence in the performance of this Contract. If Provider is delayed in the progress of this Contract by any act or omission of Morton, its employees, or other persons, or by changes ordered in this Contract, or by labor disputes, fire or any other causes totally beyond Provider's control, the contractual time shall be extended by change order for such time as Morton may reasonably determine; provided Provider shall within twenty-four (24) hours after the beginning of such delay, have given Morton written notice of the delay and of the cause thereof. The extension of time for completion of the Work shall constitute the sole relief to which Provider is entitled by reason of any delay.

(b) Notwithstanding subparagraph 11(a) above, Morton shall not be liable for a failure to perform hereunder arising from (i) acts of God or of a public enemy; (ii) acts of any person engaged in subversive activity or sabotage; (iii) fires, floods, explosions or other catastrophes; (iv) epidemics or quarantines; (v) strikes, slowdowns, lockouts or labor stoppages or disputes of any kind, (vi) freight embargoes; (vii) unusually severe weather; or (viii) other causes beyond Morton's control.

12. ENTIRE AGREEMENT/OBJECTION TO ALTERNATIVE TERMS: This Contract is the entire agreement between Morton and Provider, and may only be modified by a writing signed by a duly-authorized representative of the party against whom enforcement of the modification is sought. Unless accepted by Morton in writing, Morton objects to all terms and conditions proposed by Provider which are different from, or additional to, those set forth in this Contract. In no event shall Morton's silence, or other action or failure to act, be construed as Morton's assent to any terms or conditions different from or additional to those set forth in this Contract. Written acknowledgement or acceptance of the purchase order for services and/or commencement of the Work by Provider shall constitute Provider's unqualified acceptance of, and agreement to be bound by, the terms and conditions hereof.

13. ASSIGNMENT: This Contract shall not be assigned by Provider without the prior written consent of Morton. Morton may assign this Contract to any of its affiliated companies or divisions.

14. MORTON'S REMEDIES:

(a) If, at any time, Provider fails to perform the Work as required hereunder, or it appears to Morton that Provider will be unable or is unwilling to so perform, or if Provider commits or permits any other breach of contract, Morton, after four (4) days' written notice to Provider, may order, either directly or by contract, such labor and materials as in its judgment are required to complete the Work or to correct any errors or omissions in the Work, and may charge the costs thereof, including taxes, insurance and overhead to Provider. Said costs, together with any damages sustained by Morton, may be deducted from any unpaid balance due or to become due under this Contract, and Provider shall remain liable to pay any costs or damages not so deducted.

(b) If, in the judgment of Morton, any failure by Provider shall be deemed material, Morton at its election may, by written notice to Provider immediately terminate or rescind this Contract and complete the Work itself or contract the Work to others, without penalty to Morton or further obligation to pay Provider. If Morton shall provide labor and materials for the account of Provider or shall terminate or rescind this Contract as aforesaid, Morton may take possession of and utilize in completing the Work any materials, supplies, tools and equipment of Provider as may then be on the premises.

(c) The exercise of any right or remedy shall be without prejudice to Morton's right to exercise any other right or remedy provided in this Contract or by law. Nothing herein shall limit Morton's right to damages. Morton's failure to inspect, to reject and return materials, or to notify Provider of complaint shall in no way affect the liabilities and obligations of Provider. No payment, partial or final, by Morton shall be evidence of performance in whole or in part by Provider, nor regarded as acceptance of defective work or materials, nor relieve Provider from liability under any guarantee or warranty.

(d) Morton shall have no liability to Provider for consequential or incidental damages, including lost profits.

15. CHANGES: Morton may order extra work or make changes by altering, adding to, or deducting from the Work, but no extra work or changes shall be done or made, and no additional charge therefore shall be allowed, except upon Morton's written change order setting forth the agreement of the parties as to any extra costs and/or extension of time. Such extra work and changes shall be executed in full compliance with all terms and conditions of this Contract, except as modified by said change order.

16. GOVERNING LAW: All questions relating to the validity, interpretation or performance of this Contract shall be determined in accordance with the laws of the State of Illinois relating to contracts made and to be performed in that State. All disputes arising out of this Contract or its performance shall be litigated in the Circuit Court of Cook County, Illinois, or the U.S. District Court for the Northern District of Illinois, Eastern Division.

17. HEADINGS: The headings of the sections in this Contract are inserted for convenience of reference only, and shall not be deemed a part of, nor affect the meaning or interpretation of, this Contract. This Contract will be interpreted fairly to both parties, and not in favor of one party against the other.

18. OTHER PROVIDERS: Morton may award other contracts and Provider agrees to cooperate fully with any other providers and to coordinate its work with theirs so that all work shall be done in proper sequence and in accordance with the overall work schedule. Provider shall not commit or permit any act or omission which will interfere with the performance of work by any other provider.

19. SEVERABILITY: If any provision of this Contract shall be held invalid, unenforceable, or in conflict with any law governing this Contract, the offending provision shall be deleted and the remaining provisions of this Contract shall not be affected thereby.

20. LOUISIANA STATUTORY EMPLOYER RELATIONSHIP: For Work performed in Louisiana and for the limited purposes of establishing a statutory employer relationship and gaining the benefits expressed in La. Rev. Stat. 23:1031 and La. Rev. Stat. 23:1061 when the Work is performed in Louisiana, Morton (as principal employer) and Provider (as direct employer) mutually agree that it is their intention to recognize Morton as the statutory employer of employees of Provider and its subcontractors while employees of Provider and its subcontractors are performing Work under this Contract. This written recognition by the parties of the statutory employer relationship recognizes a relationship that has been in existence at all times since the date of this Contract.

(Revised 11/17/2015)