

## **PURCHASE ORDER – STANDARD TERMS AND CONDITIONS – SERVICES – THE LUBRIZOL CORPORATION**

- 1. CONTRACT; TERMS; ACCEPTANCE:** Purchase Orders must be accepted in writing by SELLER. If for any reason SELLER should fail to accept a Purchase Order in writing, any conduct by SELLER which recognizes the existence of a contract pertaining to the subject matter hereof shall constitute acceptance by SELLER of this contract ("Contract"), including, without limitation, all of its terms and conditions ("Terms"). Any terms and conditions proposed in SELLER's acceptance of BUYER's Purchase Order (including, without limitation, in the form of a SELLER order acknowledgement or invoice) which add to, vary from or conflict with the Terms herein are hereby objected to and rejected. Any such proposed terms and conditions shall be void, and the Terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Contract between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties. If this Contract has been issued by BUYER in response to an offer from SELLER (including, without limitation, in the form of a SELLER quotation), and if any Terms herein are additional to or different from any terms or conditions of such offer, then the issuance of this Contract by BUYER shall constitute an acceptance of such offer subject to the express condition that the SELLER assent to such additional and different Terms herein and acknowledge that this Contract constitutes the entire agreement between BUYER and SELLER with respect to the subject matter hereof and the subject matter of such offer; and SELLER shall be deemed to have assented and acknowledged unless SELLER expressly notifies BUYER to the contrary in writing within ten (10) days of receipt of this Contract. The parties acknowledge and agree that SELLER's use of its preprinted terms and conditions shall not constitute such express notification called for in the preceding sentence.
- 2. SCOPE OF SERVICES:** SELLER, as promptly and as economically as practicable, shall procure, order and furnish all of the required materials (except those materials, if any, which shall be provided by BUYER as specified in the Purchase Order), labor and equipment necessary to perform the services called for and described in the Contract, including, without limitation, work, labor, equipment and materials as required for the performance of the Contract ("Services").
- 3. PRICES; TERMS OF PAYMENT:** The prices and Terms stated on the Purchase Order and stated herein apply to all Services rendered hereunder. BUYER shall have no obligation to honor invoices for Services at any increased price unless such increase shall have been confirmed in writing by the BUYER to SELLER. No charges of any kind not stated on the Purchase Order shall be allowed unless specifically agreed to in advance by BUYER in writing. All payments are made conditional upon acceptance by BUYER of the Services called for under this Contract and shall be subject to adjustment for failure of SELLER to meet the requirements of this Contract.
- 4. EXCUSABLE DELAY FOR NONPERFORMANCE:** The Services to be performed under the Contract by SELLER shall be commenced immediately and shall be completed in accordance with the specifications set forth on the Purchase Order on or before the date set forth in the Contract. BUYER may delay performance by causes or events beyond BUYER's reasonable control and without its fault, negligence or willful misconduct. BUYER shall be responsible only for SELLER's direct additional costs resulting from delaying performance of this Contract at BUYER's request. In the event that causes or events beyond SELLER's reasonable control and without its fault, negligence or willful misconduct, including, without limitation, labor disputes of any kind, prevent SELLER from performing its obligations hereunder, such obligations shall be suspended, subject to the condition that **TIME IS OF THE ESSENCE**. Any extension for a period of seven (7) days or more shall be valid only if the same is in writing signed by BUYER. Should SELLER fail to comply with BUYER's delivery schedule, or otherwise fail to comply with its obligations hereunder, BUYER may, while such excusable delay is pending, obtain alternative Services from another supplier or terminate this Contract without liability hereunder. If the failure to perform is caused by the default of a subcontractor and if such default arises out of causes beyond the control of both the SELLER and the subcontractor and without the fault, negligence or willful misconduct of either of them, SELLER shall not be liable for any delay or failure to perform unless the Services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit SELLER to meet the required delivery schedule.
- 5. REPRESENTATIONS AND WARRANTIES:** SELLER expressly represents and warrants that all Services provided hereunder shall: (i) be performed in a good and workmanlike manner; (ii) conform to industry standards; (iii) conform in all respects to the specifications, drawings, samples and other descriptions upon which this Contract is based; (iv) be merchantable; (v) be free from any defects in material, design or workmanship; (vi) not infringe the rights of any third party (whether in patent, trademark, copyright, mask work, trade secret, or any unfair competition right); and (vii) be performed to BUYER's reasonable satisfaction. SELLER further represents and warrants that no law, rule, regulation, ordinance, code or Executive Order of any kind and nature now or hereafter in effect promulgated by any federal, state, county or local government, or any other government (domestic or foreign) or any other governmental agency (domestic or foreign) (collectively, the "Laws") has been violated in the performance of the Services covered by this Contract. SELLER agrees that the foregoing warranties shall survive delivery, acceptance, inspection, test, use of and payment for, the Services provided hereunder and shall inure to the benefit of BUYER and its customers.
- 6. PATENT LICENSE:** SELLER, as part consideration for this Contract and without further cost to BUYER, hereby grants and agrees to grant to BUYER a perpetual, irrevocable, non-exclusive, royalty-free, worldwide right and license to use, sell, manufacture and cause to be manufactured products embodying any and all inventions and discoveries made, conceived or actually reduced to practice in connection with SELLER's performance of this Contract.
- 7. INDEMNIFICATION: SELLER SHALL DEFEND, INDEMNIFY AND SAVE BUYER HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGE, INJURY OR DEATH ARISING OUT OF, OR IN CONNECTION WITH, THE SERVICES THAT ARE MADE BY ANY PERSON (INCLUDING BUT NOT LIMITED TO BUYER'S, SELLER'S, OR SELLER'S SUBCONTRACTORS', OFFICERS, EMPLOYEES AND AGENTS). SELLER'S PROMISE OF DEFENSE AND INDEMNITY SPECIFICALLY INCLUDES CLAIMS, DEMANDS AND CAUSES OF ACTION FOUNDED IN WHOLE OR IN PART ON THE ALLEGED NEGLIGENCE (OF ANY KIND) OF BUYER.**

However, if the gross negligence or intentional misconduct of BUYER is the sole cause of the damage, injury or death, BUYER will ultimately bear its proportional share of the claim; in any such instance, the percentage of negligence or intentional misconduct attributable to BUYER, to SELLER, or to any other person or entity, may be determined by a court of competent jurisdiction or otherwise agreed to by BUYER and SELLER in writing. While SELLER shall defend all claims against BUYER in the first instance, BUYER shall promptly reimburse SELLER for costs and expenses of defense (and indemnity paid, if any) to the full extent of BUYER's proportional share of negligence or intentional misconduct as determined in accordance with the preceding sentence or otherwise agreed hereunder. SELLER's defense and indemnification obligation shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable by or for SELLER under applicable Workers' Compensation Acts, disability benefit acts or other employee benefits acts (including, without limitation, Article 2, Section 35 of the Ohio Constitution and Ohio Revised Code Section 4123.74). With respect to its indemnity obligations to BUYER only, SELLER expressly waives its immunity from suit under applicable Workers' Compensation Acts, disability benefit acts or other employee benefits acts (including, without limitation, Article 2, Section 35 of the Ohio Constitution and Ohio Revised Code Section 4123.74)

**SELLER SHALL ALSO DEFEND, INDEMNIFY, AND SAVE BUYER HARMLESS FROM ANY AND ALL CLAIMS, SETTLEMENTS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY ACTUAL OR ALLEGED INFRINGEMENTS OF ANY PATENT, TRADEMARK, COPYRIGHT, MASK WORK, TRADE SECRET, OR ANY UNFAIR COMPETITION RIGHT, IN THE SERVICES PURCHASED HEREUNDER.**

**8. ASSIGNMENTS; DELEGATIONS:** BUYER may assign its rights and delegate its obligations under this Agreement at any time. No right or obligation under this Contract, including, without limitation, the right to receive monies due or to become due hereunder, shall be assigned by SELLER without the prior written consent of BUYER, and any purported assignment without such consent shall be void. SELLER shall not subcontract or in any other manner delegate to any other party the performance of any work or the supplying of any Services under this Contract without the prior written consent of BUYER.

**9. CHANGES, ALTERATIONS AND MODIFICATIONS:** BUYER may at any time by a written order and without notice to SELLER's sureties or assigns change the extent of the Services covered by the Contract, the specifications or other description herein or the time of completion. In connection with any such written order, BUYER may issue a written stop work order with which SELLER shall fully comply, and SELLER shall be excused from proceeding with the Services as changed only so long as such stop work order remains in effect. Promptly upon receipt of the details of any such change, SELLER shall either advise that the change shall not affect its costs, or furnish: (i) a breakdown of estimated cost and changes in the price attributable thereto; and (ii) a statement of any necessary changes in the time of completion. SELLER's failure to advise BUYER within ten (10) days of the effect of any change hereunder shall constitute SELLER's consent to conform to the change without: (a) increase in the price; (b) change in time of completion; and (c) without change in any other terms and conditions of the Contract. The "written order" authorized by this Section shall be effective notwithstanding the absence of SELLER's formal written acceptance thereof. If the change causes a material increase or decrease in costs, then an equitable adjustment of the price herein to be paid to SELLER shall promptly be negotiated by BUYER and SELLER and incorporated in an amendment to the Contract.

**10. PERFORMANCE OF WORK:** All Services performed and all materials used in connection therewith shall be at the risk and expense of and shall be replaced by SELLER in the event of any damage or destruction thereof prior to delivery to, and acceptance by, BUYER. If this order calls for work to be performed by SELLER upon any premises owned or controlled by BUYER and/or BUYER's customers, SELLER shall keep the premises and work free and clear of all mechanics' liens and shall furnish BUYER with certificates and waivers as provided by applicable Laws and as required by BUYER. Whenever any property belonging to BUYER or BUYER's customers is in the possession of SELLER or SELLER's suppliers, SELLER shall be deemed an insurer thereof and shall be responsible for its safe return to BUYER. SELLER shall indemnify, defend and hold harmless BUYER and/or BUYER's customers from any and all claims, demands, or suits made or brought under the Workmen's Compensation Law of the state in which any such work is performed hereunder or under any applicable federal compensation laws and shall furnish to BUYER a certificate showing that SELLER is in compliance with the Workmen's Compensation Law of such state and with any applicable federal compensation laws.

**11. PROTECTION OF PROPERTY AND PERSONS:** It is specifically understood and agreed that during the progress of the Services under the Contract, SELLER shall maintain adequate protection of BUYER's real and personal property and BUYER's and SELLER's employees, contractors and agents. Any other term or condition in the Contract to the contrary notwithstanding, SELLER hereby assumes the entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including, without limitation, death or personal injury resulting therefrom) to all persons, whether employees, contractors, vendors or agents of SELLER or BUYER, or otherwise, and to all property (real or personal), caused by, resulting from, arising out of, or in any way related to SELLER's act, omission, fault, negligence or willful misconduct or that of its employees, contractors or agents.

**12. EMPLOYEES, CONTRACTORS AND AGENTS:** SELLER shall at all times enforce strict discipline and good order among its employees, contractors and agents and shall not employ for the Services any unfit person or anyone not skilled in the work assigned to such person.

**13. INSPECTION; AUDIT:** BUYER shall have access to and the right to inspect and audit the progress of the Services during the course of the performance of such Services.

**14. SEPARATE CONTRACTS:** BUYER shall have the right to let other contracts in connection with other work, and SELLER shall afford other vendors or contractors reasonable opportunity for the execution of their services or work and shall properly connect and coordinate its Services and theirs, as appropriate.

**15. USE OF PREMISES:** SELLER shall confine its apparatus, the storage of materials and the operations of its workforce to limits indicated by applicable Laws, permits or licenses, and shall not unreasonably encumber the premises with its apparatus or materials. Before storing any apparatus or materials, SELLER shall obtain consent from BUYER in writing designating the location and space on BUYER's premises for such storage. In addition, before SELLER moves or relocates any storage area it shall obtain similar consent in writing from BUYER designating new or additional space on BUYER's Premises.

**16. PERMITS AND REGULATIONS:** Before commencing the performance of any of the Services under the Contract, SELLER shall obtain all permits and licenses as may be necessary under the Laws, and before and during the progress of Services under the Contract, give all notices required by the Laws. In the event that SELLER is unable to procure the necessary permits and licenses, as aforesaid, BUYER shall have the option to cancel the Contract without any liability whatsoever. SELLER specifically agrees to abide by and observe all standards or regulations of the Occupational Safety & Health Administration which are applicable to the Services being performed.

**17. INSURANCE:** SELLER shall maintain in full force and effect insurance of the following types and amounts, all of which shall apply to claims for damage, injury or death arising out of the Services, and which shall be written by insurance companies satisfactory to BUYER and having an A.M. Best financial strength rating of A-/VIII or better.

A. SELLER shall carry statutory Workers' Compensation Insurance in compliance with all requirements of the laws of the State in which the Services are performed. In addition, SELLER shall carry Employer's Liability Insurance with limits of not less than:

Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

B. SELLER shall carry General Liability Insurance affording coverage for contractual liability, products and completed operations hazards, broad form property damage liability, and explosion, collapse and underground hazards with limits of not less than:

General Aggregate	\$ 3,000,000
Products - Comp/Ops Aggregate	\$ 3,000,000
Personal & Advertising Injury	\$ 3,000,000
Each Occurrence	\$ 3,000,000
Fire Damage (any one fire)	\$ 500,000

C. SELLER shall carry Automobile Liability Insurance on all owned or hired autos, as well as non-owned autos with combined single limits of not less than \$1,000,000.

D. SELLER shall carry Professional Liability/Errors and Omissions Insurance in such amounts as may be set forth in the body of any applicable Purchase Order.

E. SELLER shall carry Excess/Umbrella Liability Insurance in such amounts as may be set forth in the body of any applicable Purchase Order.

F. No policy of insurance required by this Contract shall contain a deductible or self-insured retention in excess of \$100,000. SELLER shall demonstrate to BUYER's satisfaction that it has sufficient financial capability to pay such deductibles and self-insured retentions. All deductibles and self-insured retentions carried by SELLER under its insurance program are the sole responsibility of SELLER and shall not be borne in any way by BUYER. **SELLER SHALL DEFEND, INDEMNIFY AND SAVE BUYER HARMLESS FROM ANY AND ALL AMOUNTS RELATED TO SUCH DEDUCTIBLES AND SELF-INSURED RETENTIONS.**

G. BUYER shall be made an additional insured on each policy of insurance required by Sections A, B, C and E with respect to all claims arising out of the Services up to the full limits of liability provided by each policy (including limits greater than the minimum limits required herein). Each policy shall include language providing that: (i) such insurance applies separately to each insured or additional insured against whom a claim is made; and (ii) such insurance shall respond as primary insurance and shall not contribute with any other valid and collectible other insurance (including any deductibles or self-insured retentions) or self-insurance that may be maintained by BUYER.

H. In addition to the above requirements, SELLER also shall designate BUYER as an additional insured on any other insurance policies maintained by SELLER that provide coverage for the liabilities assumed by SELLER under any of the indemnity provisions of this Agreement.

I. The insurance described in Sections A, B, C, D, E and H shall include full waivers of subrogation in favor of BUYER.

J. Prior to the commencement of the Services, SELLER shall furnish BUYER with Certificates of Insurance signed by SELLER's insurance agent, showing SELLER's procurement of the required insurance. Each such Certificate shall accurately reflect the insurance in place, shall be in a form satisfactory to BUYER, and shall contain language: (i) providing that thirty (30) days written notice (except ten (10) days written notice in the case of nonpayment of premium) shall be given to BUYER prior to expiration of, cancellation of, or material change in the coverage; (ii) confirming that BUYER is an Additional Insured as required by Sections G and H hereof; (iii) confirming Waiver of Subrogation in favor of BUYER as required by Section I hereof; and setting forth any deductibles or self-insured retentions. If required by an insurance policy, SELLER shall furnish BUYER with Endorsements signed by SELLER's insurance carrier to effect any of the matters required by Sections G, H, and I. If BUYER shall request, copies of SELLER's insurance policies shall be provided to BUYER.

K. If the required insurance is procured on a form affording "claims-made" coverage, then (i) all limits stated above as "per occurrence" shall be understood to mean "per claim" or "per occurrence," as is consistent with the terms of the "claims-made" policy; and, (ii) such claims-made insurance shall not provide for a retroactive date later than the commencement of the Services.

L. All of these insurance requirements shall survive termination of this Agreement and shall continue until thirty (30) days after the final completion of the Services, including the performance of any warranty Services. SELLER shall maintain in force and effect completed operations coverage under the insurance policies required by Section B, and any "claims-made" coverage for a minimum of two (2) years after final completion of the Services. SELLER shall purchase an extended reporting period, or "tail coverage," if necessary to comply with this requirement.

M. SELLER shall cause SELLER's subcontractors to procure and to maintain in full force and effect insurance of the types and amounts, and meeting all of the requirements, described in all of the foregoing Sections.

N. The foregoing insurance requirements are minimum requirements intended to benefit BUYER; shall not be interpreted to limit SELLER's liability to BUYER in any manner whatsoever; and are separate from, and independent of, SELLER's other obligations under this Agreement, including but not limited to SELLER's obligations to defend, indemnify, and hold BUYER harmless. SELLER's failure to provide insurance as required hereunder, or SELLER's failure to supply Certificates or Endorsements that comply with Section J, or the failure of BUYER to require evidence of insurance or to notify SELLER of any breach of the requirements of these provisions or deficiencies in the insurance obtained, shall not constitute a waiver by BUYER of any of the these insurance requirements, or a waiver of any other terms of this Agreement, including but not limited to SELLER's obligations to defend, indemnify, and hold BUYER harmless.

18. **CLEANING UP:** SELLER shall at all times keep the premises free from accumulations of waste material or rubbish caused by its employees, contractors and agents or Services, and at the completion of the Services, it shall remove from the premises all rubbish, implements and surplus materials and shall leave the premises broom clean.

19. **CONFIDENTIALITY OF INFORMATION:** SELLER shall: (i) keep secret and confidential and not disclose to others the Confidential Information (as hereinafter defined) for a period of ten (10) years from the date of completion of the Services; (ii) only use the Confidential Information to perform the Services; (iii) exercise the same degree of care concerning the Confidential Information as it uses to safeguard and protect its own confidential information, but no less than reasonable care that is provided by commercial enterprises for its most valuable trade secrets, so as to safeguard the Confidential Information from theft, loss and negligent disclosure to others; (iv) limit access to the Confidential Information to its employees, contractors and agents who reasonably require such access in order to perform the Services; (v) not use the name(s), trademark(s) or trade name(s), whether registered or not, of BUYER in publicity releases, advertising, other promotional materials or for any other manner; (vi) cause its employees, contractors and agents to comply with the foregoing and be responsible for any breach of any of the foregoing by its employees, contractors and agents; and (vii) upon request by BUYER, promptly deliver to BUYER (or confirm the destruction of) all Confidential Information and use its best efforts to further irreversibly and irretrievably purge its computers of all Confidential Information. "Confidential Information" shall mean any and all information (including, without limitation, information of a scientific, technical, financial, legal or business nature), drawings, specifications or data delivered by BUYER, or obtained by SELLER, its employees, contractors or agents in performing the Services, whether such information is: (i) delivered or obtained in written form, orally, visually or electronic form; (ii) delivered by BUYER through its employees, agents, contractors or other third parties at the request of the BUYER; or (iii) obtained or prepared by SELLER, its employees, contractors and agents in connection with the Services.

20. **DEFAULT:** In the event SELLER: (i) is insolvent; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing its inability to pay debts as they mature; (iv) has a trustee or receiver appointed by any court for it or any substantial part of SELLER's assets; (v) has a proceeding instituted under any provision of the Bankruptcy Code or any state insolvency law by or against it which is acquiesced in, or is not dismissed within thirty (30) days, or results in an order for relief under the Bankruptcy Code or any adjudication of insolvency; or (vi) fails, or appears to be unable, to perform any of its obligations in accordance with the terms of the Purchase Order, BUYER may cancel this Contract in whole or in part and/or pursue any further remedies available at law or in equity. No waiver by BUYER of a breach by SELLER of any term or condition of this Contract shall constitute a waiver of any other breach of such term or condition. Any waiver by BUYER must be in writing and executed by BUYER. The rights and remedies

of BUYER in this Contract are cumulative and not exclusive. SELLER acknowledges and agrees that BUYER would be irreparably damaged if any of the terms, conditions or provisions of this Contract is not performed in accordance with their specific terms and that any breach of this Contract by SELLER may not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which BUYER may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Contract by a decree of specific performance and to temporary, preliminary and permanent injunctive relief. If SELLER should fail to perform any term or condition of the Contract, BUYER may serve a notice in writing upon SELLER to remedy said failure, and upon the refusal or neglect of SELLER for a period of two (2) working days to remedy such failure, BUYER shall be entitled to remedy such deficiency, and any cost thereby incurred by BUYER shall be paid for the account of SELLER and deducted from the price. Any expense or cost arising out of SELLER's liability, or that of its employees, contractors or agents, under this Contract may be paid by BUYER for the account of SELLER and deducted from the Contract sum.

**21. CANCELLATION:** In addition to any other terms and conditions contained herein for the cancellation or termination of this Contract, BUYER may cancel this Contract, for any reason or no reason, in whole or in part, upon five (5) days' written notice to SELLER, but in that event, BUYER shall pay to SELLER a proportionate amount of the price, as amended, based upon the percentage of the completion of the Services under the Contract and any amendment hereto; provided, however, that in no event shall BUYER be liable for SELLER's commitments or production arrangements in excess of the amount, or in advance of the time, necessary to meet BUYER's delivery schedule. Anything in the Contract to the contrary notwithstanding, if SELLER should so fail to make progress as to endanger performance of the Contract in accordance with its Terms or violate any Laws or otherwise violate any of the Terms of the Contract, then BUYER may, without prejudice to any other right or remedy, terminate the Contract in whole, or from time to time, in part upon written notice to SELLER and proceed to complete or cause the Services to be completed; and BUYER may deduct the cost of completing the said Services from payments then or thereafter due to SELLER, who shall immediately pay BUYER any amounts by which such cost of completion shall exceed the unpaid moneys due or to become due to SELLER.

**22. CHOICE OF LAW; INVALIDITY; CONSENT:** This Contract shall be governed by the laws of the state of Ohio without regard to principles of conflict of laws. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited. Both parties hereby irrevocably consent and submit to the exclusive jurisdiction of the state courts of Ohio and of the United States District Courts located in the state of Ohio in connection with any litigation arising out of the Contract, and both parties hereby expressly waive any objection they have or may have as to the venue of any such courts.

**23. COMPLIANCE WITH APPLICABLE LAWS:** SELLER agrees that in the performance of the Services and this Purchase Order it shall comply with, and shall cause its employees, contractors and agents to comply with, all Laws. If SELLER or its employees, contractors or agents perform any Services contrary to any of the Laws, SELLER shall bear all the losses, costs, damages, expenses and liabilities arising therefrom.

**24. COMPLIANCE WITH ETHICAL GUIDELINES:** It has been and continues to be the policy of BUYER, its affiliates, and the directors, officers, employees, agents and other representatives of each (collectively, the "LZ Entities"): (i) to comply with all Laws governing their operations; and (ii) to conduct their affairs in a manner consistent with high moral and ethical standards (with (i) and (ii) collectively referred to as the "Policy"). In furtherance of the Policy, LZ Entities require SELLER to observe the Policy with respect to the Services. Accordingly, SELLER agrees that in the performance of the Services and this Purchase Order it shall comply with, and shall cause its employees, contractors and agents to comply with, the Policy. If SELLER or its employees, contractors or agents perform any Services contrary to the Policy, SELLER shall bear all the losses, costs, damages, expenses and liabilities arising therefrom. In addition, SELLER acknowledges that it has read, reviewed and shall comply with BUYER's Ethical and Legal Conduct Guidelines located on BUYER's website at [www.lubrizol.com](http://www.lubrizol.com).

**25. COMPLIANCE WITH ACCESS AGREEMENT:** SELLER agrees that in the performance of the Services and this Purchase Order it shall comply with, and shall cause its employees, contractors and agents to comply with, BUYER's Access Agreement (the terms and conditions of which are incorporated herein by reference in its entirety) whether or not executed separately by SELLER. SELLER acknowledges and agrees that BUYER will provide a copy of its Access Agreement upon prior written request.

**26. COMPLIANCE WITH CONTRACTOR SAFETY PROGRAM AND CONTRACTOR RULES:** SELLER agrees that in the performance of the Services and this Purchase Order it shall comply with, and shall cause its employees, contractors and agents to comply with, BUYER's Contractor Safety Program and Contractor Rules (the terms and conditions of which are incorporated herein by reference in its entirety) whether or not executed separately by SELLER. SELLER acknowledges and agrees that BUYER will provide a copy of its Contractor Safety Program and Contractor Rules upon prior written request.

**27. INDEPENDENT CONTRACTOR:** The parties intend that the relationship created hereby is that of an independent contractor. No provision of this Contract creates or contemplates any partnership, joint venture, agency, employment relationship, representative relationship, fiduciary relationship or other similar relationship between the parties or any of their respective employees. SELLER shall not have, nor shall it represent itself as having, the authority to: act for or on behalf of BUYER; make any representations or warranties for or on behalf of BUYER; bind BUYER to any contract or any other matter; incur any obligation or indebtedness for or on behalf of BUYER; or extend credit in BUYER's name. SELLER shall be responsible for payment of all federal, state and local taxes arising out of its activities. SELLER shall: (i) provide any salary or other benefits to its personnel; (ii) make all appropriate tax, social security, Medicare and other withholding deductions and payments; and (iii) make all appropriate unemployment tax payments. SELLER understands and agrees that none of the remuneration or benefits provided by BUYER to its employees, including, but limited to, salary, bonus, paid vacation and holidays, medical, life or disability insurance, pensions, unemployment or workers' compensation, profit sharing plans or the like (collectively, "Benefits"), shall not be available to SELLER or to its personnel. SELLER hereby waives for itself and for all such personnel any and all claims to Benefits of any kind to which it or they might be entitled if an employee of BUYER.

**28. NOTICE:** All notifications, requests, demands and other communications required or permitted under this Contract (including, without limitation, notices of breach and/or termination of this Contract) shall be in writing and addressed and delivered to the recipient at the address, facsimile number or email specified by a party pursuant to this provision. Notice will be deemed given: (i) on delivery, when delivered in person or by courier during a business day, otherwise on the next business day after delivery; (ii) the same day, when sent by facsimile or email during a business day, otherwise on the next business day after transmission or sending, provided that the sender has a transmission report confirming transmission of the correct number of pages to the other party's facsimile number or proof that the email has been sent to a proper email address, or (iii) five (5) business days after deposit in the mail to be sent by certified mail, return receipt requested.

**29. SURVIVAL:** BUYER's rights and remedies and SELLER's obligations and responsibilities which have accrued before, or by their nature would extend beyond, the expiration, termination or other cancellation of this Contract, shall survive such expiration, termination or other cancellation and continue to bind SELLER and its permitted successors and assigns indefinitely until fulfilled or waived (including, without limitation, Sections 6, 7, 17 and 19).