

EXHIBIT A - FIELD SERVICES TERMS AND CONDITIONS

WHEREAS, Owner has selected Contractor as one of several firms that Owner expects it will retain to perform professional field services and such other related work assignments. The Work shall consist of Field Services and other supplemental services (hereinafter referred to as "Work") that Owner may require from time to time;

WHEREAS, Contractor wishes to undertake such Work, as it may hereafter be identified in specific Purchase Orders (as defined herein Article 1) that Owner and Contractor may execute from time to time;

WHEREAS, Owner and Contractor wish to provide a set of uniform terms and conditions to govern all Purchase Orders issued after the date of this Contract, unless the Parties specify otherwise with respect to a particular Project or Work assignment; and

NOW, THEREFORE, the Parties agree as follows:

1. GENERAL

1.1 Definitions. For purposes of this Contract, capitalized terms shall have the respective meanings ascribed below, unless otherwise first defined in the particular Article of the Contract in which they are used.

Amendment: A written Amendment to this Contract executed by both Owner and Contractor.

Change Order: Shall mean any order issued by Owner to Contractor, after the execution of a Purchase Order, authorizing any addition to, deletion from or any other modification or adjustment to the requirements of a Purchase Order.

Contract Price: Defined in a Purchase Order stating that the Work will be performed on a fixed or lump sum Contract strategy. Time and material projects will be documented as the Project Budget in a Purchase Order.

Purchase Order: Executed in writing by Owner and Contractor from time to time for the performance of the Work, and shall include any amendments or modifications thereto. The Purchase Order shall include the Project Cost, Project

Schedule and Scope of Work and be executed in writing by both Parties. Any Purchase Orders issued against this Contract are governed by the terms and conditions of this Contract. For the purposes of this Contract, a Purchase Order shall mean one and the same.

Days: Means calendar days unless clarified as business days in this Contract.

Deliverables: Defined in Article 3.1.

Equipment: Means any material or equipment ordered by Contractor for the construction of the Project.

Party: Defined in the Preamble.

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Project: Defined in each Purchase Order.

Project Budget: Defined in Article 3.2.

Project Site: Defined in the specific Purchase Order indicating which location the Work will be performed at Owner's facility.

Project Schedule: Defined as the master schedule agreed to by both Parties documenting the Project completion date incorporated into the Purchase Order.

Required Standard of Care: Defined in Articles 2.1 and 3.1.

Scope of Work: Defined in Article 3.1.

Warranty Period: Defined in Article 3.7.

Work: Defined as the entire installation and other service requirements (and may include design, or fabrication, or repair of any materials and equipment) required by Owner in accordance with the Purchase Order and the requirements of this Contract.

1.2 No Obligation to Contract. This Contract does not constitute a commitment by Owner to award Contractor (i) any particular Work scopes or (ii) any volumes of Work. Owner is free to contract with persons other than Contractor for field services and construction and other related Work it may require after the effective date of this Contract. This Contract does not constitute a commitment by Contractor to accept any Work Order may propose to offer Contractor. The execution of any Purchase Order hereunder does not constitute a commitment by Owner to contract with Contractor for any Work other than as specified herein.

1.3 Construction of Contract and Deliverables. The Work shall be performed in accordance with this Contract and any applicable Purchase Order. In the event of a conflict among any of the foregoing, the following rules of construction shall apply: (1) except to the extent that specific changes are specified in the Purchase Order itself, the Contract shall control over any other provisions in a Purchase Order's Scope of Work or any Deliverables; (2) the Purchase Order shall control over any Deliverables; and (3) in the event of any conflict among Deliverables (a) any document executed by the Parties shall control over any document not executed by the Parties; and (b) any document bearing a later date shall control over any document bearing an earlier date.

2. PURCHASE ORDERS

2.1 Purpose. If Owner wishes Contractor to perform field services, and/or furnish all materials, labor, supervision, permits (unless otherwise stated in a Purchase Order), machinery, equipment, tools, fuel, facilities, transportation and/or supplies (consumables and safety) and other related items necessary for the performance and completion of the Work for a specific Project, Owner shall issue a Purchase Order, identifying the Project and describing the Work, and shall carry out all obligations, duties and responsibilities imposed on Contractor by this Contract. If Contractor agrees to perform the desired Work, it shall execute the Purchase Order, which shall become binding on both Parties. Contractor represents to Owner that it has the necessary expertise, skill and ability to perform the Work. Contractor agrees that, in carrying out all the Work required by a Purchase Order and the requirements of this Contract, Contractor will exercise the skill, expertise, and diligence normally exercised by similar licensed contractors in carrying out work of a similar nature and scope ("Required Standard of Care"). All materials and equipment to be fabricated or furnished by Contractor shall be new and of the grade and quality which conforms to Owner's standards and must be suitable for the intended use of the equipment provided for a specific Project. If the Purchase Order includes a deadline date for Contractor's acceptance, it shall not be binding on Owner unless executed by Contractor and received by Owner by the specified date. Each Purchase Order will have a specified Owner Purchase Order number that will be assigned to Contractor to differentiate each Project and for purposes of invoicing.

2.2 Independent Purchase Orders. Each Purchase Order issued pursuant to this Contract and executed by Owner and Contractor shall be a separate Purchase Order, independent of all other Purchase Orders that have been or may be executed between the Parties or any of their Affiliates. Each Purchase Order shall be subject to the terms and conditions of this Contract which is incorporated by reference into each Purchase Order, except to the extent, that specific changes are specified in the Purchase Order itself. Any changes to the terms and conditions of this Contract that are made in a particular Purchase Order shall apply solely to that specific Purchase Order, and shall not apply to this Contract or affect any other Purchase Orders executed between the Parties.

2.3 Construction of Agreements and Deliverables. Services shall be performed in accordance with this Contract, an applicable Purchase Order, and the Deliverables. In the event of a conflict among any of the foregoing, the following rules of construction shall apply: (1) this Contract shall control over any other provisions of a Purchase Order or any Deliverables; (2) a Purchase Order shall control over any Deliverables; and (3) in the event of any conflict among Deliverables (a) any document executed by the Parties shall control over any document not executed by the Parties; and (b) any document bearing a later date shall control over any document bearing an earlier date.

3. THE PROJECT

3.1 Scope of Work and Deliverables. Purchase Orders shall provide a detailed description of the Project including the Project Schedule showing the scheduled Project completion date established by Owner. Owner and Contractor acknowledge and agree that the Scope of Work and services to be provided for the Project (the "Scope of Work") will be defined substantially in the form of a Purchase Order. The Scope of Work set forth on any Purchase Order shall be mutually agreed upon by Owner and Contractor prior to the commencement of the Project. Such Scope of Work may only be revised by written Change Order and written Amendment to the Purchase Order and the Change Order requirements established in Exhibit C. The services to be provided by Contractor shall include consulting with Owner and assisting in completing development of the Scope of Work for the Project. Contractor represents to Owner that it has the necessary expertise, skill, and ability to perform the Work. Contractor shall exercise the Required Standard of Care to determine that all of Owner's requirements as to performance, schedule, and cost, have been properly developed and understood before proceeding with the Project. Contractor shall ensure that its employees supervising the Project have the required experience to ensure that the Project requirements are met. Any comments or suggestions made by Owner concerning the Project to be performed by Contractor shall not relieve Contractor of responsibility to perform the Work in accordance with the Required Standard of Care. Contractor shall notify Owner if, in Contractor's opinion, any comment or suggestion made by Owner requires further review and clarification. The Scope of Work set forth in the Purchase Order shall include and identify those documents that shall be prepared, modified if appropriate, and/or delivered by Contractor in connection with its performance of the Work (the "Deliverables"). The Deliverables may be supplemented or modified by mutual written agreement of Owner and Contractor in the form of a Change Order and/or written Amendment to the Purchase Order. Any errors and omissions solely on the part of Contractor to perform the Scope of Work within Project Budget and Project Schedule will be borne by Contractor.

3.2 Project Budget. Owner and Contractor acknowledge and agree that the Project Budget contained in the Purchase Order, will be established by Owner and Contractor for each Scope of Work. Contractor shall manage the Project Budget and advise Owner of any omissions or changes to the Project Budget. Any deviation to the Project Budget must be documented by a Change Order in accordance with the requirements defined in Exhibit C. Each Project Budget shall include a detailed cost summary, which shall reflect an estimate of the costs to complete any Work performed by Contractor for the Project (the "Project Budget"). Such detailed cost summary shall include estimated hours by field labor discipline, procurement orders (if required), construction oversight and support staffing, subcontract costs, and rental equipment and shall reflect deliverables and back-up documentation for the services to be provided. The Project Budget will be added to the Purchase Order and shall serve as the Project Budget for any services to be performed by Contractor. The Project Budget may only be revised by written Change Order and written Amendment to the Purchase Order. A Project Budget for the Project will set forth the costs of all Work to be performed by Contractor and its subcontractors (including any Reimbursable Expenses or any agreed payments to be made).

3.3 Project Schedule. Owner and Contractor acknowledge and agree that a Project Schedule will be established for the Project shortly after commencement of the Work, but no later than fifteen (15) Days after execution of the Purchase Order. The key schedule milestone dates shall be reflected in the Purchase Order.

3.4 Time. Time is of the essence for all Projects performed under this Contract. Contractor shall use all reasonable efforts to perform the Work in a prompt, efficient, safe and diligent manner to achieve the Project Schedule commitments under a Purchase Order.

3.5 Completion Notification. Contractor shall submit a written completion notification, confirming that the subject Work or portions thereof, are complete. After receipt of the completion notification, Owner and Contractor shall review and evaluate the completion notification. Any shortcomings, uncompleted items or non-conformance issues shall be identified as a deficient or non-completed item (the "Punch List"). Owner shall be responsible for the development, maintenance and distribution of the Punch List. Contractor shall perform all Work identified on the Punch List. Performance of additional Work necessary to correct any deficiencies identified in the Punch List shall be performed at Contractor's cost and expense, while Work necessary to complete the Punch List as defined shall be completed at Owner's cost and expense. Contractor shall submit periodic reports reflecting the status of completion of items on the Punch List. Once Contractor has completed all Punch List items, it shall submit a final completion notification for acceptance by Owner.

3.6 Project Controls Reporting. Contractor shall prepare and deliver to Owner such Project Reports as are identified in Exhibit C - Change Order Protocol for each Purchase Order. Project Reports shall be delivered by Contractor at such times and with such frequency as indicated in Exhibit C. For any Project Budget and/or cost reports, Contractor shall expressly state whether the currently projected cost of the Work differs from that shown in the approved Project Budget and, if so, why, by how much, and what Owner's options are for addressing the potential cost increase. Contractor shall expressly state whether the currently projected time for completion of the Work reflected in the Project Schedule differs from the approved Project Schedule or will impact the scheduled completion date, and, if so, why, how much and what Owner's options are for addressing the potential delays to completion. Notwithstanding the foregoing, if Contractor considers that any event or circumstance would likely have a significant effect on the currently approved Project Schedule or Project Budget, or would likely impact the scheduled completion date, Contractor shall not wait until the next report dealing with such event or circumstance is due, but shall notify Owner in writing as soon as reasonably possible.

3.6.1 Change Orders must be approved in writing by both Parties. Any work that is performed by Contractor that is not in the Project Scope will not be reimbursed by Owner. All new work or modified Work must be documented via the Change Order Protocol per Exhibit C. Owner reserves the right to add, revise or delete any Scope of Work to the Project. Contractor shall define such changes and present to Owner following the protocol for Change Orders established per Exhibit C, Project Control and Change Order Protocol.

3.7 Contractor's Personnel. Key personnel assigned to the Project by Contractor shall be as proposed by Contractor and considered and approved by Owner for the performance of the Work as requested under a Purchase Order. No such personnel may be reassigned without the prior written approval of Owner. Only after prior notification and agreement of Owner substitutions for key personnel may be made only with personnel of equivalent fitness and skills for the required Work.

3.8 Removal of Contractor's Personnel. Owner may at any time, without written notice, remove Contractor, and any of its subcontractors, or any of their employees, independent contractors, consultants or agents from the Site for safety concerns. Additionally, Contractor shall remove any employee, independent contractor, consultant or agent of Contractor from the Project upon request of Owner.

4. SUBCONTRACTOR AND REGULATIONS

4.1 Contractor shall not employ any subcontractors to carry out all, or portions of the Work, without Owner's prior written consent, which may be withheld at Owner's discretion. In the event that Contractor subcontracts any of the Work, Contractor shall be solely responsible for the performance and management of its subcontractors, their errors and omissions, in the performance of the Work, and any obligation under this Contract and any Purchase Order. Contractor shall ensure that all Work furnished or performed by its subcontractors conforms to the requirements of this Contract. No Contract or agreement with any permitted subcontractor shall bind, or purport to bind, Owner, or give the subcontractor a right to seek compensation or damages from Owner. Contractor shall remain responsible for all work performed by its subcontractors.

4.2 Contractor shall comply with all local, state and federal rules, regulations, orders, directives and statutes applicable to wage and employment practices and shall act in the best interest of Owner on matters which affect area labor practices and might lead to or set precedent. Contractor agrees all Work performed incident to this Contract and all goods furnished under this Contract shall conform to all applicable federal, state and local laws. In performing this Contract, Contractor shall not discriminate or permit discrimination against any person because of race, color, and religion, national origin, sex, disability, covered veteran status and/or sexual orientation. Specifically, Contractor agrees to comply with the regulations set forth in the Equal Opportunity Clause at 41 CFR 60-250.5(a), 41 CFR 60-741.5(a), 41 CFR 60-1.4, Executive Order 13201 and Section 202 of the Executive Order 11246, and all amendments thereto, unless specifically exempt. In the event of such discrimination, Owner may, in addition to any other rights or remedies available under this Contract, at law or equity, terminate this Contract forthwith. Contractor warrants and agrees that it has used and will continue to use due diligence to ensure that during the performance of this Contract, no officer, employee, agent or other representative of Contractor has made or will make any payment in violation of any applicable federal, state, or local law or regulation, and all amendments therein. Contractor shall supply such evidence of compliance as Owner may require.

4.3 Contractor represents that, before executing a Purchase Order under this Contract, it has, acting as a skilled and experienced Contractor, conducted a careful investigation and examination of the Project Site to ascertain the nature and location of the site and other reasonably discoverable conditions that may affect its Work, including topographical features, water on or near the Site, roads, the size and shape of the site and its ability to accommodate the various trades and any required storage, features affecting transportation, vegetation or physical barriers, rocks, rubble, or existing structures or impediments to construction, and the like. Contractor also represents that it has, before executing this Contract, carefully examined all information provided by Owner concerning soils or subsurface conditions, as-built conditions, location of existing underground utilities and services at the site, and any other information concerning the site or structures on it, and has independently verified the location of all utilities.

4.4 Contractor shall comply with all applicable local and federal safety and health requirements, including OSHA. Contractor shall also comply with Owner's Safety and Security Requirements per Article 4, and Owner's HES standard attached hereto as Exhibit D. Other safety requirements and standards are available for inspection, or any safety directions or rules reasonably issued by Owner to prevent injury or assure compliance with applicable law, whether or not Contractor agrees that those directions or rules are actually required in order to comply with applicable law, and do so without demanding further compensation from Owner for such compliance. Owner, at its sole option and without liability to Owner, may require Contractor to remove from its property any and all personnel of Contractor or its subcontractors who violate such practices and requirements.

4.5 Contractor represents and warrants that: (1) it has completed Owner's Contractor Prequalification Package that is part of ISNETWORLD hereinafter called "ISN" membership. Owner is a member of the ISN contractor qualification process and therefore requires Contractor and any of its subcontractors to become members to ISN. No Work shall be performed until Contractor is approved in ISN as a member in good standing meeting the requirements of Owner. Contractor as a member of ISN represents and warrants that all information provided by Contractor is complete and accurate as of the date of the execution of this Contract; and (2) if any facts or circumstances arise that render Contractor's representations and warranties in ISN inaccurate or incomplete, Contractor will provide prompt written notice to Owner's Procurement Representative and ISN, updating the information in ISN and explaining the circumstances requiring the update. Contractor's failure to comply with the requirements of this Article shall constitute a material breach of this Contract and justify termination.

4.5.1 Further, Owner, in its sole discretion, may terminate this Contract if it determines that the updated information provided by Contractor impacts Contractor's qualifications or ability to perform the Work. For Work to be performed at Oyster Creek and Seadrift, Texas Contractor must adhere to the DOW Chemical safety requirements and approval process in addition to Owner's requirements.

5. PAYMENT

5.1 Owner shall make payment of all sums due and owing to Contractor after Contractor's timely submission of valid invoices to the address set forth on the face of the Purchase Order. Owner's Invoice Procedure is attached hereto as Exhibit B.

5.2 Payment shall be made within thirty (30) Days by Owner after receipt of a valid and proper invoice for that portion of the Work that was completed. Invoices must be accompanied with adequate detail and back-up such as time sheets signed by Owner. Overtime that did not get prior written approval of Owner shall not be paid by Owner.

5.3 Late Invoices - Late invoices are defined as all invoices that are submitted to Owner later than ninety (90) Days from the date on which Contractor or any of its subcontractors has incurred the cost of the Work. Contractor understands that any late invoice will result in increased reconciliation efforts for Owner. Contractor agrees to reimburse Owner for its actual cost, including but not limited to, Owner's cost of accounting, procurement, and project management man hours spent and/or third party auditing fees that Owner incurs as a result of the reconciliation of the late invoice. Additionally, all invoices that are received after ninety (90) Days will be short paid at the discounted rate of 2% per week for each week the invoice is past due the ninety (90) Days unless Contractor has sent written notice to Owner requesting a time extension for submitting late invoices which must have Owner approval. If Contractor does not submit the invoice within the extended time period agreed to by the Parties then Owner shall not be obligated to pay such invoice.

5.4 Owner shall not pay for materials purchased and stored for use in the Work, but not yet incorporated into the Work, unless Owner has expressly, in writing, agreed to effect such payments and then only on the following conditions: (1) Contractor shows that payment is being requested only for a reasonable amount of material, necessary to support its prompt performance of the Work; (2) the material has been properly stored on the Project Site or other property approved by Owner in writing; (3) Contractor certifies that it has inspected the material and that it is not subject to any defect or non-conformity that could reasonably be discovered by careful inspection; and (4) upon Owner's request, Contractor will execute documentation to confirm that free and clear title to Owner will pass upon payment.

5.5 Neither progress, nor partial or entire use or occupancy of the Work by Owner, shall constitute an acceptance or approval of any of Contractor's Work that is defective or otherwise not in accordance with the Contract, or constitute a waiver of any claim or right that Owner may then or thereafter have against Contractor.

5.6 Contractor warrants that title to all the Work covered by an invoice will pass to Owner at the earlier of incorporation into the Project or the time of payment. Contractor also warrants that, upon submittal of an invoice, all Work for which payments have been received from Owner will be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any other person or entity performing construction at the Project Site or furnishing materials or equipment relating to the Work.

5.7 After Owner has acknowledged final acceptance of the Work, Contractor shall submit to Owner its invoice for final payment. As a condition precedent to final payment, Contractor shall deliver: (1) a full release of lien in such form as Owner may require per; (2) all warranty and guarantee documents required by this Contract; (3) any instruction or operation manuals or instructions required by this Contract; and (4) all other document delivery of which is required by provisions elsewhere in the Purchase Order. If any liens have been threatened or asserted against Owner or its property as a result of the Work and have not been removed by Contractor, Contractor may be required to post a bond, or other form of security acceptable to Owner, covering liability and costs (including attorneys' fees) arising from the lien claim as a condition of receiving final payment.

5.8 Acceptance of final payment shall constitute a waiver of all of Contractor's claims and liens relating to or arising from the Work under a Purchase Order or this Contract.

5.9 Owner may withhold payments if any of the following occurs: (1) the Work is defective and the defects have not been remedied; (2) Contractor fails to perform the Work in accordance with this Contract; (3) Contractor has failed to pay subcontractors or suppliers promptly, or has made false or inaccurate certifications that payments to subcontractors or suppliers are due or have been made; (4) any construction lien or mechanic's lien claim has been filed against Owner, the Project Site or any portion thereof or interest therein, or any improvements on the Project Site in violation of the terms of this Contract, and Contractor, upon notice, has failed to remove the lien, by bonding it off or otherwise, within the time allowed by this Contract; (5) Owner has reasonably determined that Contractor's progress has fallen behind the Project Schedule, and Contractor fails, within five (5) business days of Owner's written demand, to provide Owner with a realistic and acceptable plan to recover the delays or to accelerate the Work as directed; or (6) failure on the part of Contractor to adhere to Owner's Change Order Protocol as defined in Exhibit C.

5.10 Owner shall be entitled to offset from any sum due to Contractor hereunder against any past due obligation Contractor may owe to Owner under any other contract with Contractor.

6. RECORDS AND AUDITS.

6.1 Contractor shall keep accurate daily records of account for all Work performed, and shall provide copies to Owner (except Work for which a fixed price has been quoted), which itemize the names of employees, the hours worked by each, the type of work performed, the wages paid, equipment and materials used and any other item of cost for which Owner is required to reimburse Contractor. Owner shall have the right, at all reasonable times during regular business hours, to inspect and audit such records. Contractor shall preserve such records for three (3) years after completion, cancellation or termination of the Purchase Order.

6.2 If the audit discloses that either Party owes money to the other, any sums due shall be paid within forty-five (45) Days after the sum due is agreed upon by the Parties or determined by a court or other dispute resolution tribunal. In any event, Contractor's right to recover any alleged underpayment shall be waived, unless a claim in writing with full support documents is received by Owner within ninety (90) Days after the end of the particular contract year, or the contract term, if less than a year.

7. WARRANTIES.

7.1 Contractor warrants that it will perform the Work: (1) with due diligence and in a safe, workmanlike and competent manner and in accordance with sound construction practices and standards; (2) in compliance with all applicable laws, codes, regulations or other standards applied by any governmental entity having jurisdiction over the Work; (3) in accordance with all applicable manufacturer's requirements; (4) in accordance with all applicable standards and codes; (5) in accordance with all requirements set forth in the Purchase Order; and (6) in accordance with the provisions of this Contract. Contractor's warranty shall extend for twelve (12) months ("Warranty Period") from final inspection and acceptance by Owner of the Work under such Purchase Order. If the Purchase Order requires warranty terms that are of longer duration or require a higher standard of performance than is set forth in this Article 7.

7.2 The more stringent or extensive warranty requirements shall apply. This warranty shall be in addition to, and shall not limit, any warranty of materials provided by any manufacturer or supplier of equipment or materials incorporated in the Work, and any other remedies Owner may have pursuant to applicable law. The warranty shall not be deemed to establish a period of limitation or prescription within which such other rights or remedies must be asserted.

7.3 If Contractor is supplying materials or equipment under this Contract, Contractor shall obtain standard commercial warranties from all material or equipment manufacturers. If Owner so requests, Contractor shall also provide reasonable assistance in determining whether superior warranty terms are available from a supplier and in obtaining such terms for Owner. If warranty terms are available, but only at increased cost, and Owner elects to obtain such terms, Owner shall pay the additional cost, over and above the contract sum under a specific Purchase Order.

7.4 Within five (5) Days after being notified in writing by Owner of any breach of Contractor's warranties, Contractor shall commence, and thereafter complete as rapidly as reasonably possible, repair or replacement of the defective or non-conforming Work, at Contractor's sole expense. In addition, Contractor shall, at its sole expense, repair or replace any portions of the Work (or work of other contractors) damaged by the non-conforming Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for longer of (1) the remainder of the original Warranty Period or (2) six (6) months from the date on which the corrected Work is accepted under a Purchase Order. Final payment by Owner or final acceptance of the Work shall not relieve Contractor from its responsibilities under this Article 7.

7.5 Alternatively, if in the sole direction of Owner, the defective or non-conforming Work creates an immediate risk to person or property or is critical to Owner's operations, Owner may undertake the repair or replacement of the defective or non-conforming Work and back charge Contractor for all reasonable costs associated with the repair or replacement of the defective or non-conforming Work. In no event shall any Work undertaken pursuant to this Article 7.4 limit, impair or void any warranties provided by Contractor.

7.6 The warranties set forth herein shall not affect or limit any of Owner's other rights or remedies provided by the Contract or applicable law and shall not be deemed to establish a period of limitation or prescription within which such other rights or remedies must be asserted.

8. TITLE TO PROPERTY.

Owner shall have title to all Work completed or in progress and to all machinery, equipment, materials and supplies, the cost of which has been paid to Contractor. All studies, specifications, drawings, calculations, test results, reports, or other documentation in whatever state of completion prepared by Contractor in exchange for consideration hereunder shall become the property of Owner upon completion or termination of this Contract. Owner shall have the right to use same for any purpose whatsoever without right on the part of Contractor to any additional compensation therefor.

9. INFRINGEMENT.

Contractor warrants that neither the Work under a Purchase Order nor use thereof by Owner will infringe any U.S. or foreign patent, copyright, trade secret, trademark or any other property right. Contractor shall (1) defend, indemnify and hold Owner harmless from any claim, suit, action or proceeding for infringement or misappropriation of trade secrets in which Owner, its parents and/or its respective subsidiaries and/or affiliates, is made a defendant whether for an alleged infringement of any U.S. or foreign patent, trademark or copyright or other property right arising out of the Work or use of the Work under a Purchase Order, and (2) either (a) procure for Owner the right to continue to use the Work, (b) replace the Work with an equivalent non-infringing product; or (c) with the approval of Owner, remove the Work and refund all payments made by Owner for the Work under a Purchase Order. Contractor also shall pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against Owner, its parents or their respective subsidiaries and affiliates including reasonable attorneys' fees.

10. INDEPENDENT CONTRACTOR.

Contractor and its subcontractors shall be independent Contractor with respect to the Work, and neither Contractor nor its subcontractors, nor any person employed by any of them shall be deemed to be Owner's employees, servants, or agents in any respect. Nothing in this Contract or any Purchase Order executed under this Contract shall be construed as creating a joint venture or partnership between Owner and Contractor. Contractor, as an independent contractor under this Contract, shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder and any provisions in a Purchase Order or this Contract which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only.

11. NO THIRD PARTY BENEFICIARIES. Nothing in a Purchase Order or this Contract, express or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation, or legal entity, other than the Parties, any rights, remedies or other benefits under or by reason of this Contract.

12. TAXES AND FEES.

12.1 Unless otherwise required by law, Contractor has exclusive liability for sales, use, excise and other taxes, charges or contributions with respect to or imposed on any material or equipment supplied or Work performed by Contractor under a Purchase Order, including such taxes or contributions imposed on the wages, salaries or other payments to persons employed by Contractor or its subcontractors in the performance of this Contract. Contractor shall pay all such taxes, charges, or contributions before delinquency or discount date and shall indemnify and hold Owner harmless from any liability and expense by reason of Contractor's failure to pay such taxes, charges or contributions.

12.2 Owner shall not be responsible for the direct payment of any withholding taxes, social security payments, payment under workers' compensation or other insurance premiums, or other charges of any kind or nature, except as specifically outlined herein. Contractor hereby certifies that it will deduct and pay over to the proper governmental authority any withholding taxes or similar assessment which any employer is required to deduct and pay over. Contractor accepts exclusive liability for any payroll taxes or contributions imposed by any federal, state or other governmental authority, covering its agents or employees.

13. SAFETY DATA SHEET REQUIREMENTS.

13.1 Contractor shall contact Owner's Safety and Health or Risk Management Departments or other Owner's authorized representative to request access to Safety Data Sheets (SDS) for areas where Work is to be performed prior to commencing any Work. Contractor shall review the SDS and ensure that its employees are advised of the location and accessibility of this hazard information.

13.2 Contractor shall furnish copies of SDS to Owner for all substances to be used while performing Work at Owner's facility prior to use of such substances. Contractor shall maintain duplicate copies of said SDS in its field office at the Work site.

13.3 Contractor shall not specify for use in the project under a Purchase Order any hazardous materials, including, without limitation, asbestos or PCBs unless expressly authorized to do so in writing signed by Owner.

14. INSPECTION, TESTING AND ACCEPTANCE.

When any system or component of the Work is completed and ready for testing or inspection, Contractor shall so notify Owner, and Owner at its option may witness any tests to be performed or any inspections to be conducted. If any of the Work fails to meet any specified tests and/or inspections, Contractor shall remedy any defect and repeat such tests until the specified tests are successfully completed. When all Work is completed and tested as required, Contractor shall so notify Owner and Owner shall have the right to a final inspection of the Work and to review any and all test records and reports maintained by Contractor. Owner shall promptly either notify Contractor of its acceptance of the Work, or issue to Contractor a listing of additional tests required in order for the Work to conform to the drawings and specifications. Upon satisfactory completion of such additional tests or inspections by Contractor, Owner shall be deemed to have accepted the Work, subject to the other terms and conditions of this Contract.

15. BONDS.

If requested by Owner, Contractor shall furnish performance and payment bonds covering the faithful performance of this Contract. Such bonds shall be in a form and amount and with a surety satisfactory to Owner. The cost of such bonds, without mark-up, shall be paid by Owner.

16. INDEMNITY.

Contractor agrees to defend, indemnify, and hold harmless Owner, its parents, their subsidiaries and affiliates, as well as the employees, agents, officers, directors, invitees, partners and assigns, and successors in interest of any of them ("Indemnitees") from and against any and all claims, liabilities, expenses (including reasonable attorneys' fees), losses, damages, demands, fines and causes of action caused by or arising out of (i) Contractor's failure to comply with applicable laws and regulations; (ii) the Work performed under this Contract; or (iii) the acts or omissions of Contractor, that of its suppliers, subcontractors, agents, servants or employees, as well as any joint negligence or fault of the Indemnitees, whether or not such actions or omissions occur jointly or concurrently; provided, however, that Contractor's obligations hereunder shall not apply to any claim, liability, expense, loss, damage, demand, fine or cause of action established to be the result of the sole negligence of an Indemnitee. Contractor's defense, hold harmless and indemnity requirements, as set forth above, shall also extend to injuries sustained by Contractor's employees and shall not be limited by any applicable workers' compensation law or similar statute. This Article 16 shall survive termination or cancellation of this Contract.

16.1 Projects Performed at Oyster Creek and Seadrift Texas Facilities. Contractor agrees to indemnify, save harmless and defend The DOW Chemical Company ("Dow"), as landlord under that certain Ground Lease dated September 30, 2011 by and between Owner and Dow, its successors, and assigns from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, (including costs of defense, settlement and reasonable attorneys' fees) arising out of, relating to or caused any act or omission of Contractor.

17. INSURANCE.

17.1 Contractor shall procure and maintain with AM Best Company's of not less than "A-:VII" policies of insurance written on an occurrence basis or on claims made basis (in which event insurance shall be maintained during the term of this Contract and for a period of two (2) years following expiration or earlier termination of this Contract, or self-insurance acceptable to Owner, with limits not less than those indicated for the respective items as follows:

17.1.1 Statutory Workers' Compensation and Occupational Disease Insurance, including Employer's Liability Insurance and, if applicable, coverage under the Longshoremen and Harbor Workers' Compensation Act, the Jones Act and other Maritime Employer's Liability, complying with laws of each jurisdiction in which any work is to be performed or elsewhere as may be required. Employer's Liability Insurance (and Maritime Employer's Liability, if applicable) shall be provided with a limit not less than: \$2,000,000 each occurrence.

17.1.2 Commercial Liability Insurance, including but not limited to all Premises and Operations, Contractual Liability, Products-Completed Operations Liability, Fire Legal Liability, Explosion, Collapse and Underground Damage Liability, Broad Form Property Damage Liability and if applicable, Watercraft and Aircraft Liability as well as coverage on all Contractor's mobile equipment (other than motor vehicles licensed for highway use) owned, hired or used in the performance of this Contract with limits not less than: \$5,000,000 Bodily Injury, Personal Injury & Property Damage combined each occurrence and aggregate.

17.1.3 Commercial Automobile Liability Insurance, including Contractual Liability, covering all motor vehicles licensed for highway use and employed in the performance of this Contract, with limits not less than" \$5,000,000 Bodily Injury, Personal Injury and Property Damage combined each occurrence and aggregate.

17.1.4 Umbrella Liability Insurance with minimum limits in the amount as required covering the risks an in excess of the limits described above: (17.1.1) Employer's Liability; (17.1.2) Commercial General Liability; and (17.1.3) Automobile Liability

17.2 Contractor shall provide to Owner's Procurement Representative noted in Article 17, certificates of insurance acceptable to Owner prior to commencement of performance hereunder. All insurance shall: (i) provide that coverage shall not be suspended, voided, cancelled, non-renewed, reduced in scope of limits except after thirty (30) Days prior written notice has been given to Owner; and (ii) apply separately to each insured and additional insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

17.3 Mutual Waiver of Subrogation - Owner and Contractor waive all rights of subrogation against each other and against any of their respective subcontractors at any tier, and their respective agents and employees for damages except such rights as they may have to the process of such insurance, but only to the extent that the damages are covered by the insurance this Contract requires the Parties to maintain.

17.3.1 Any insurance policy that Owner or Contractor is required to maintain under this Contract shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty to indemnify, contractual or otherwise, or did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged, if the claim arises from property damage. Owner and Contractor shall require similar waivers of subrogation from all Contractors, subcontractors at any tier and construction managers retained for the Project.

17.4 The Commercial General Liability and Automobile Liability policies shall be endorsed to add, or shall have an existing blanket endorsement so as to add, Owner as an additional insured; provided, however, that Owner shall be named as an additional insured only with respect to any claims arising out of or related to this Contract and/or Contractor's obligations hereunder; and shall provide that the coverage afforded to Owner as an additional insured will be primary to any other coverage available to it, and that no act or omission of Owner shall invalidate the coverage.

17.5 The insurance requirement set forth herein shall not in any way limit Contractor's liability arising out of this Contract, or otherwise, and shall survive the termination/cancellation of this Contract.

18. USE OF PREMISES.

All Work shall be performed in such a manner as to cause minimum interference with Owner's operations and the operations of other contractors on the premises. Contractor shall take all necessary and proper precautions to protect the premises and all persons and property thereon from damages or injuries. Contract shall at all times keep the premises clean and free from accumulation of water, waste materials and rubbish. Upon completion of the Work, Contractor shall remove all tools, equipment, materials and rubbish and shall restore existing premises such as roads, other paved surfaces, fencing, curbing and the like to their original conditions.

19. LIENS.

To the full extent allowed by law, Contractor hereby waives its right to assert any mechanic's lien or similar lien claim against Owner, the Project Site, or improvements thereon. Upon completion of the Work and as a condition precedent to final payment, Contractor shall deliver a full release of liens in such form as Owner may require. Contractor agrees that it shall defend, indemnify and hold Owner harmless from all resulting costs and attorneys' fees from all such claims or any mechanic's lien claim that is brought by any person supplying labor or materials for the Work. If any mechanic's lien is placed upon any portion of, or interest in, Owner, its facilities or any improvements thereon arising out of or relating to the Work, Contractor will promptly take all action to remove the lien, upon receiving notice from Owner or, failing that, will be liable for Owner's costs and attorneys' fees for doing so. Contractor agrees to insert a similar clause in all subcontract and supply agreements. In addition to any rights Owner may have under the law, Owner may withhold a retainage from each payment it makes to Contractor, to be paid to Contractor after (1) the Work is completed as required and the retainage period required by applicable law has expired without issuance of a lien or claim, or (2) Owner is satisfied that all claims have been paid and liens removed. In addition, Owner may, at any time, require that Contractor post a bond, at no cost to Owner, to remove any claims or liens, or Owner may discharge or remove any such claims or liens by bonding, payment or otherwise, all of which are chargeable to Contractor, together with all attorneys' fees and costs. Provided Owner agrees in writing, Contractor may provide an irrevocable standby letter of credit, naming Owner as beneficiary and in form and substance satisfactory to Owner, satisfaction of Contractor's obligations and liabilities as aforesaid and in substitution of any retainage.

20. FORCE MAJEURE.

If, because of force majeure, either Party hereto is unable to carry out any of the obligations under this Contract, other than the obligations to pay money due hereunder, and if such Party promptly gives to the other Party hereto written notice of such force majeure, then the obligations of the Party giving such notice shall be suspended to the extent made necessary by such force majeure and during its continuance, provided that the Party giving such notice shall use its best efforts to remedy such force majeure insofar as possible with all reasonable dispatch. The term "force majeure" as used herein shall mean acts of God, acts of public enemy, insurrections riots, strikes, lockouts, labor disputes, fires, explosions, floods, breakdowns or

damage to plants, equipment or facilities, embargoes, orders, or acts of civil or military authority, or other causes of a similar nature which are beyond the reasonable control of the Party affected thereby. Upon the cessation of the force majeure event, the Party that had given original notice shall again promptly give notice to the other Party of such cessation.

21. CONFIDENTIALITY

21.1 All plans, drawings, design and specifications supplied by Owner to Contractor shall remain the property of Owner, and any information derived there from or otherwise communicated to Contractor from Owner, shall be regarded by Contractor as confidential and shall not be disclosed to any third party without the prior written consent of Owner. Should Owner elect to provide Contractor with access to Owner's computer systems or network in connection with this Contract, Contractor agrees that upon termination or cancellation of this Contract, it shall immediately discontinue any further use of such systems or network and return to Owner any information related to such systems or network. Further, Contractor agrees to abide by all of Owner's policies and procedures applicable to such use and access.

21.2 Owner possesses certain confidential information and/or trade secrets relating to the Project (the "Confidential Information"). Such Confidential Information may be disclosed to Contractor in written or oral form or in any other medium and may include, without limitation, confidential product, technical process, business, financial or other proprietary and nonproprietary information. Contractor will need access to certain of the Confidential Information on a confidential basis and Owner desires to disclose the Confidential Information to Contractor so that Contractor may provide the required Work set forth in this Contract. The Confidential Information is conveyed to Contractor for the sole purpose of enabling Contractor and its Agency Personnel and subcontractors to provide the Work. Contractor will not disclose the Confidential Information to any third party, and, except as required to render the Work, will not utilize for its own benefit or the benefit of any third party, any of the Confidential Information obtained from Owner hereunder, provided, however, that the foregoing provisions shall not apply to any Confidential Information which:

- 21.2.1 Is now public knowledge or which hereafter becomes public knowledge through no act or omission of Contractor; or,
- 21.2.2 Contractor can show, through written records, is properly provided to Contractor without restriction by a third party lawfully entitled to do so; or,
- 21.2.3 Contractor can show, through written records created prior to the disclosure of the Confidential Information hereunder, was already in its possession at the time of receipt from Owner; or,
- 21.2.4 Contractor is required, by law, regulation, or action of any governmental agency or authority, to disclose, provided, however, that (a) prior to making any such disclosure, Contractor shall provide Owner with (i) written notice of the proposed disclosure in order to provide Owner with sufficient opportunity to seek a protective order or other similar order preventing or limiting the proposed disclosure and (ii) reasonable assistance in seeking such protective order or other similar order and (b) Contractor shall disclose the Confidential Information only to the extent required by the protective order or other similar order, if such an order is obtained, and, if no such order is obtained, Contractor shall disclose only the minimum amount of the Confidential Information required to be disclosed in order to comply with the applicable law, regulation or action.

21.2.5 If any of the Confidential Information was disclosed to Contractor prior to the date of this Contract in anticipation of the Parties entering into this Contract, such Confidential Information shall be subject to the terms and provisions of this Contract.

21.2.6 Contractor's obligations under Article 21 with respect to the Confidential Information shall survive the latter of the execution of this Contract and the termination of this Contract shall continue for seven (7) years thereafter.

21.2.7 Except as expressly permitted herein, neither Party shall disclose to any third party the existence or terms and conditions of this contract of discussions between the Parties with respect to the subject matter hereof or thereof, whether such discussions are conducted before, on or after the date of this Contract.

21.2.8 Photographs and Videos - No photographs or videos of Owner's Plant may be taken by Contractor or its suppliers or subcontractors without the prior written consent of Owner and securing a camera permit. All photographs and videos shall first be given to Owner for review and approval, and thereafter copies of approved photographs and videos shall be made available to Contractor at Contractor's request. Owner may, at its sole discretion, require and Contractor agrees to destroy any or all photographs and videos, and the negatives, of Owner's Plant on receipt of Owner's written request. Photographs and videos of Owner's Plant shall not be used or otherwise disclosed to third parties without obtaining Owner's prior written consent. Contractor agrees that it will include a like provision in all Contracts with its subcontractors.

22. TERMINATION, CANCELLATION AND SUSPENSION

22.1 Owner may terminate this Contract for default if Contractor fails materially to perform any of its duties or obligations under this Contract. In particular, but without limitation, Owner may terminate this Contract if: (1) Contractor fails to prosecute the Work diligently, in accordance with the Project Schedule or to make such progress in the Work as Owner reasonably believes is necessary to complete the Work within the time required by this Contract; or (2) Contractor fails to perform the work in accordance with the Required Standard of Care; or (3) Contractor fails to perform the Work in a good and workmanlike manner, or fails to correct defects in the Work promptly upon notice by Owner; or (4) Owner reasonably determines that Contractor has abandoned the Work, or has failed to pay any subcontractors, suppliers, or laborers when payment is due; or (5) Contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition under any chapter of the Bankruptcy Code, has an involuntary petition filed against it, has a receiver appointed, or files for dissolution or otherwise is dissolved; or (6) Contractor fails to pay its debts in a timely manner; or (7) Owner has reasonably determined that Contractor does not have the financial ability to carry out its obligations under this Contract and Contractor fails to give Owner prompt and reasonable assurances of its ability to perform.

22.2 Except as provided in this Article 22.2, Owner will provide Contractor with written notice of its intent to terminate this Contract, under Article 22.1 five (5) Days before actually putting the termination into effect. If Contractor has begun its curative action and has made progress satisfactory to Owner within the five (5) Days, Owner may so notify Contractor and the termination will not take effect. Otherwise, the termination shall take effect after five (5) Days without further notice or opportunity to cure. If Owner terminates this Contract for default, no further payment shall be due to Contractor and Owner will have the right to take over the Work, to take and use all tools, equipment and supplies then being used in connection with the Work, and to finish the Work by whatever method it deems expedient, including accepting assignment of any or all outstanding purchase orders or subcontracts. Owner may terminate this Contract without prior notice or an opportunity for Contractor to cure the default, if the default involves risk of personal injury or property damage, violation of Owner's Safety and Security Requirements, environmental issues or violations of any applicable laws, codes, regulations or other standards applied by any governmental entity having jurisdiction over the Work.

22.3 Owner may, upon five (5) Days written notice to Contractor, terminate this Contract for its convenience in whole or in part at any time without cause for such termination. After issuance of said written notice, Contractor shall terminate the Work as instructed by Owner. If Owner terminates this Contract for convenience, Contractor shall receive, as its sole and exclusive remedy, payment for the Work performed up to the date of the termination and all reasonable documented wind-up costs, including, without limitation, the costs of canceling open purchase orders and demobilizing from the Project Site. Contractor shall use reasonable efforts to mitigate wind-up costs. Contractor shall not be entitled to recover any amounts for unabsorbed overhead, anticipated profits on the unperformed portion of the Work, or lost opportunity. After receiving a notice of termination for convenience, Contractor shall place no further orders for material or equipment, issue no further subcontracts, and shall stop Work on the date given in the notice. Contractor shall consult with Owner regarding the disposition of existing orders and subcontracts, and use its best efforts to terminate them on terms favorable to Owner. Contractor shall likewise consult with Owner to decide what actions should be taken to protect Work in place and equipment or materials that have been delivered and not yet installed, and to render the Project Site safe.

22.4 If this Contract is terminated for cause, and it is later determined by the final order or judgment of a court of competent jurisdiction, arbitration entity or administrative proceeding of any type that Contractor was not in default, the Parties agree that the termination shall then be considered a termination for convenience and Contractor shall receive, as its sole and exclusive remedy, those costs as set forth in Article 22.3

22.5 Owner reserves the right to suspend the Work of Contractor at any time at Owner's sole discretion. Owner shall give Contractor written notice of such suspension of Work. Owner agrees to pay Contractor for Work performed and obligations incurred prior to the suspension and for costs that Contractor directly incurs in suspending the Work, provided that Owner has authorized such payments in advance. In no event shall Owner be liable for any costs, claims, damages or liabilities whatsoever of Contractor or its subcontractors including, without limitation, consequential, special or indirect damages, loss of anticipated profit or reimbursement, relating to unperformed Work.

23. DISPUTE RESOLUTION

23.1 If Contractor disagrees with any action or decision by Owner, or any claim or dispute otherwise arises involving this Contract, Contractor shall proceed with the Work, without interruption or delay, shall follow Owner's directions, and may bring a claim as provided in this Article 23.1. Contractor's failure to proceed with the Work as directed during the pendency of any claim or dispute shall constitute a material breach of this Contract.

23.2 The Parties agree that any dispute that cannot be resolved amicably shall first be submitted to mediation before a mutually acceptable mediator, prior to either party's resorting legal action. If the mediation has not concluded within sixty (60) Days of the initial demand for mediation, either Party may then pursue litigation in accordance with this Article 23.2, without further recourse to mediation. If the Parties are unable to agree upon a mediator within thirty (30) Days after either notifies the other in writing of its intent to mediate, the mediator shall be appointed by the American Arbitration Association located in closest proximity to the Project. Each Party will bear its out-of-pocket costs of the mediation, all other costs of the mediation, e.g., mediator fees and related charges, will be shared equally. If the Parties are unable to agree upon a site, the mediation will be held at a location selected by the mediator. A request for mediation will immediately suspend the running of any statute of limitations, until the mediation is completed or abandoned by either Party, upon giving written notice to the other.

23.3 All disputes not resolved by mediation shall be decided by litigation in the federal or state courts of Philadelphia County. BOTH PARTIES EXPRESSLY WAIVE THE RIGHT TO JURY TRIAL IN ANY LEGAL PROCEEDING IN ANY WAY ARISING OUT OF OR RELATED TO THIS CONTRACT, AND EXPRESSLY SUBMIT TO THE PERSONAL JURISDICTION OF THE COURTS NAMED IN THIS ARTICLE.

24. NOTICES

All notices or communications required or permitted by this Contract or the Purchase Order shall be in writing and shall be hand delivered or sent by courier to the following Owner Representatives at the addresses specified below except that any notices or claims required of Contractor for additional Project Schedule or Project Budget shall also be hand delivered with a signed receipt or sent certified mail in addition to any electronic mail. Any such notice or communication shall be deemed delivered as follows: if hand delivered or via electronic mail, on the day so delivered or upon confirmation of successful transmission; and if sent by recognized overnight carrier, the next business day.

If to Owner:

Braskem America, Inc.
Procurement, Attn: See Buyer information referenced on purchase order
With a copy sent to Braskem America, Inc. Legal counsel as follows:

Braskem America, Inc.
1735 Market Street, 29th Floor
Philadelphia, PA 18103
Attn: Mr. Frederick Fisher
Phone: 215-941-3101
Email: Frederick.fisher@braskem.com

If to Contractor:

See Contractor information hereby referenced in the purchase order

Such communications, when sent in accordance with this Article 24, shall be deemed duly provided or received upon personal delivery or on the business day that such delivery occurred as indicated on the receipt. The Parties may change its address for the purpose of this Article 24 by giving notice to the other Party in accordance herewith.

25. GOVERNING LAW

25.1 This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to that state's otherwise applicable conflict of laws principles.

25.2 ANTI-CORRUPTION REQUIREMENTS

25.3 Each Party represents and warrants that it has reviewed and understood the Anti-Corruption Laws and that, it will not take, directly or indirectly, any action that would constitute a violation of the Anti Corruption Laws, or otherwise cause the other Party, its Personnel and/or subsidiaries to be in violation of the Anti-Corruption Laws.

25.4 Upon reasonable notice, a Party shall provide such documents to verify training for compliance with the Anti-Corruption Laws.

25.5 Any breach of any representation and warranty contained herein, failure to comply with Article 27 or any violation of the Anti-Corruption Laws will be deemed to be a breach of this Contract. Upon written notice of such breach, the non-breaching Party may terminate this Contract effective immediately.

25.6 For purposes of this Article 25 the following definitions apply:

"Anti-Corruption Laws" mean any applicable foreign or domestic anti-bribery and anti-corruption laws, along with their implementing rules and regulations, as amended from time to time, including, but not limited to, the U.S. Foreign Corrupt Practices Act ("FCPA"), the Brazil Clean Company Act, Law No. 12.846 (2013) ("Clean Company Act"), the UK Bribery Act 2010 ("UKBA"), and those laws and regulations intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

"Personnel" includes the current officers, directors, employees or agents.

26. AMENDMENTS

No amendment, modification or supplement to this Contract shall be binding unless it is in writing, and signed by both Parties and their authorized representative. All notices under this Contract shall be in writing and addressed to Owner or Contractor as the case may be, and directed to the individual specified on the face of this Contract.

27. WAIVERS

No waiver by either Party of any breach of any of the covenants or conditions herein contained shall be construed a waiver or any succeeding breach of the same or of any other covenant or conditions.

28. ASSIGNMENT

Neither this Contract nor any claim against Owner arising directly or indirectly out of or in connection with this Contract shall be assignable by Contractor without Owner's consent in writing.

29. SEVERABILITY

If any provision, or any part thereof, of this Contract is found by any court or governmental agency of competent jurisdiction to be invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not affect the remainder of such provision or any other provision hereof which shall remain in full force and effect.

30. CAPTIONS

Captions used in this Contract are not part of this Contract and are for convenience of reference only and shall not affect the meaning or construction of any of its provisions.

31. PUBLICITY

Contractor agrees that all public relation matters arising out of or in connection with this Contract shall be the sole responsibility of Owner. Therefore, Owner must give prior written approval of the text of any announcement, publication or other type of communication concerning this Contract or any Project under a Purchase Order which Contractor or its subcontractors wish to release for publication.

32. ADDENDA

The following Exhibits are incorporated herein by this reference for all purposes:

- Exhibit A Terms and Conditions
- Exhibit B General Scope of Work
- Exhibit C Compensation
- Exhibit D Change Order Protocol
- Exhibit E1 Braskem Site HES Requirements
- Exhibit E2 Braskem Standard - General HES Requirements NA-SAF-STD-006

END OF GENERAL TERMS AND CONDITIONS (Revision 11/16/2017)

EXHIBIT B - GENERAL SCOPE OF WORK

Contractor shall provide supervisory personnel and sufficient qualified craft personnel to perform multiple projects for capital, maintenance and turnaround and other services as may be required by Braskem.

Contractor is required to define Scope of Work for Owner which will be subcontracted via a Purchase Order. This document shall support Owner's request for work items from time to time that shall include a cost estimate, project team leads, and quality and safety plan for Owner's review and endorsement. For most of the work assignments under this Contract, Contractor will be required to perform the tasks as follows: Work shall be performed during regular working hours on regular working days. Overtime must be approved in advance in writing by Owner.

Contractor specializes in Field Services for all phases and must take every safety precaution to perform the services in a safe and efficient manner at all times.

Contractor shall identify any subcontractor required to assist in the performance of the Work and ensure that it has Owner's approval for such subcontractor.

Contractor has included a full time fire watch for those projects that require welding and a hole-watch person for any close work in a confined space, if applicable.

Contractor shall identify to Owner any Scope of Work items that should be included by Contractor or a third party.

Contractor shall ensure that all personnel supplied for a project and its subcontractors are well qualified, have the correct safety training, certifications if required, and are legally acceptable to work in the United States.

SAFETY:

Contractor must ensure that it maintains membership in ISN with an "A" or "B" rating at all times, including current insurance certificate and safety information. If your company grade falls below an "A" or "B" you will not be allowed on site to do work. Contractor must ensure that it remains a supplier in good standing with DOW Chemical requirements for both Owner's Seadrift and Oyster Creek facilities.

EXHIBIT C - COMPENSATION

Full compensation to Contractor for complete performance of the Work, compliance with all terms and conditions of this Contract, and for Contractor's payment of all obligations incurred in, or applicable to, performance of the Work shall be indicated by the Contract Price on the individual Purchase Order (PO) released against this ongoing contract, and shall be provided to Contractor by Braskem prior to Contractor beginning any Work.

The Contract Price on an individual PO may be a time and materials estimate. For any Contract Price based on a time and materials estimate, the Contract Price is the sum of the following costs and mark-ups:

- 1.1 Labor
- 1.1.1 Compensation to Contractor for labor, related costs and profit shall be in accordance with the following:
 - 1.1.1.1 RATES: All rates are inclusive of all wages, payroll burdens and fringe benefits.
 - 1.1.1.2 PAYROLL TAXES: Includes all applicable payroll taxes imposed by local and/or federal agencies.
 - 1.1.1.3 FRINGE BENEFITS: Includes workers' compensation, unemployment insurance, and other taxes and insurance measured by payroll, union assessments (if any), and training funds.
 - 1.1.1.4 SMALL TOOLS, CONSUMABLE AND EXPENDABLE MATERIALS: Small tools, consumables and expendable materials shall be charged in the inclusive labor rate and is equivalent to replacement value of less than \$2,500.00 USD.
 - 1.1.1.5 OVERHEAD AND PROFIT: Overhead and Profit shall be included in the all-inclusive labor rates.
 - 1.1.1.6 DIRECT LABOR RATES for stand-by time when specifically ordered by Braskem shall be as per agreed to rates.
 - 1.1.1.7 OVERTIME: Reimbursement to Contractor as per agreed to rates.
- 1.2 Materials
- 1.2.1 To be charged at actual costs to Contractor.
- 1.2.2 Braskem reserves the right to provide, at no cost to Contractor, materials, equipment, services, supplies or incidentals required to perform the Work.
- 1.2.3 All refunds, trade discounts, rebates on materials, supplies and services, and all monies obtained from the disposal of surplus materials or supplies shall accrue to Braskem.
- 1.2.4 All proposed material Suppliers for Work issued on an individual Purchase Order must be submitted to Braskem for approval. Once approved by Braskem, all material Suppliers listed on a specific Purchase Order shall not be changed except with Braskem prior written approval.
- 1.3 Equipment Costs
- 1.3.1 All Contractor-owned equipment costs shall be as per the rates set forth under Equipment Rates.
- 1.3.2 All costs of Contractor for equipment which is rented from third parties, and does not resemble the equipment having rental rates listed, must be approved by Braskem in writing prior to rental and shall be at actual cost to Contractor.
- 1.3.3 All rates are for maintained equipment and include all costs for repairs, maintaining, servicing, lubricants, administrative costs, overheads, insurance, licenses, depreciation costs, profit, and each and every other item of expense associated with operating the equipment at any time of day, week or year, other than the cost of labor for directly operating the equipment, fuel, and the cost of transport of the equipment to and from the work site. Time spent doing anything other than operating will not be reimbursed.
- 1.3.4 The daily, weekly and monthly rates are based on single shifts. Hourly charges for any day shall not exceed the daily rate; daily charges for any calendar week shall not exceed the weekly rate; and weekly charges for any calendar month shall not exceed the monthly rate.
- 1.3.5 No payment shall be made for equipment that is not operating because it is broken down or undergoing repair, maintenance or overhaul.
- 1.4 Subcontracts
- 1.4.1 All subcontracts approved by Braskem shall be at actual cost to Contractor.
- 1.4.2 All proposed subcontractors for Work issued on an individual Purchase Order must be approved by Braskem prior to commencement of any Work. Braskem reserves the right to request financial information and work experience histories of the proposed subcontractors.
- 1.4.3 Once approved by Braskem, all subcontractors listed on a specific Purchase Order shall not be changed except with Braskem prior written approval.
34. PRICING BASIS
- 2.1 The Contract Price for a specific PO shall be firm for the duration of the Work, until acceptance by Braskem, and includes each and every item of Contractor's costs, expenses, overhead, and profit for complete performance of the Work. All prices and rates set forth herein shall be firm for the duration of this Contract.
- 2.2 All prices and rates utilized as part of this Contract, or an individual PO released against this Contract shall be expressed in U.S. Dollars and such pricing shall not be subject to change in the event of fluctuation in the rate of exchange of any other currency to the U.S. Dollar.
- 2.3 The Contract Price for a specific Purchase Order (PO) shall cover all compensation to perform the Work, as described in the PO.
- 2.4 Failure by the Contractor to fully assess the scope of work as required and described by the applicable Purchase Order shall not be accepted as a basis for variations to the prices for changes.
35. PRICING FOR CHANGES
- 3.1 The SCOPE OF WORK shall be reflected in the respective PO. In the event that the parties determine that a change is required to the Scope of Work, Braskem and Contractor must enter into a written Change Order.
- Change Orders:
- A Change Order is prepared by Braskem and signed by Braskem and Contractor, directing a change in the Work and stating a proposed basis for adjustment, if any, of the Contract Price, Contract Time, or both. Braskem may order changes in the Work within the general scope of the Contract or PO consisting of additions, deletions or other revisions, with the Contract Price and Contract Time being adjusted accordingly. If Contractor requests changes to the Scope of Work for additional services and/or materials to be provided, Contractor must demonstrate to the satisfaction of Braskem that the changes are necessary and not due to the acts or omissions of Contractor. Contractor shall not perform or provide, and shall not be paid for, any services or materials not included in the PO unless a written Change Order has been executed by both parties.
- In the event of a change in the Work, whether initiated by Braskem, or requested by the Contractor, Contractor shall take all reasonable steps to minimize the impact of the change on the cost and time for performance of the Work. If Contractor believes any act or omission of Braskem may result in a change in the Work, Contractor shall, within no more than two (2) work days after discovering such act or omission, bring to the attention of Braskem such act or omission, and present Contractor's actions to minimize the impact on cost and time for performance of the Work.
- If the Change Order provides for an adjustment to the Contract Price for the PO, the adjustment shall be based on one of the following methods:
 - " Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
 - " On a "Time and Material" basis using the rates set forth in Time and Material Rates.
- 3.2 All changes to the PO value as described in section 3.1 shall be confirmed in writing by Braskem in order to be eligible for payment.
- 3.3 Excusable Delays (Force Majeure). If Contractor is delayed at any time during the progress of the Work by any Excusable Delay Events, then Contractor may be entitled to an extension of additional time to the Schedule. If Contractor experiences an Excusable Delay Event, then Contractor shall within one (1) work day after such event give Braskem Notice of the delay and any impact by the delay upon the Schedule. If Contractor provides Braskem with Notice and there is agreement that it is an Excusable Delay Event, then Contractor shall be entitled to an equivalent extension to the Schedule.
- 3.4 Non-Excusable Delays. If Contractor is delayed by any Non-Excusable Delay Events, then Contractor shall not be entitled to any extension to the Schedule. Contractor shall overcome such Non-Excusable Delay Event or events at no additional cost to Braskem. Non-Excusable delays shall not qualify for a PO Time Change Order. Non-Excusable Delay Events shall mean any act or neglect of Contractor or its subcontractors or any other event or occurrence that may interfere with or delay the Work that is not specified as an Excusable Delay Event.
36. PAYMENT TERMS
- 4.1 The Contract Price shall be payable net thirty (30) calendar days after receipt by Braskem of a proper and correct invoice. Each payment shall be for the earned value of Work completed by Contractor and approved by Braskem.
- 4.2 Contractor shall prepare all invoices in a form satisfactory to and approved by Braskem. Any invoice submitted, which fails to comply with the terms of this Contract, may be returned to Contractor.
- 4.3 In order for Contractor to be eligible to receive any payments, Contractor is required to transmit to Braskem all applicable Contract documents. Failure to submit these Contract documents will delay any and all approved payments until these requirements are met. The following is a non-exclusive listing of applicable Contract documents and the condition in which they must be provided to Braskem in order to be acceptable:
 - 4.3.1 Contract Agreement - fully and correctly executed in accordance with the instructions set forth in the cover letter transmitted therewith, with no physical modifications made to any part of the Contract.
 - 4.3.2 Evidence of Insurance Certificate submitted on the proper forms, from acceptable underwriters, addressed to Braskem, and evidencing the minimum coverage limits required by the Contract and for the term of the contract.
37. INVOICING INSTRUCTIONS
- 5.1 Contractor's invoices shall indicate the time, period during which the Work was performed for which the invoice is submitted. All invoices should be sent to:
Braskem America, Inc.
1735 Market Street
Philadelphia, PA 19103
Attn: Accounts Payable
- Braskem reserves the right to make partial or provisional payment on an invoice in dispute, pending audit and reconciliation of the total charge.
- 5.2 Contractor shall comply with the requirements of this Contract to furnish the reports and deliverables in a timely manner and in a format satisfactory to Braskem. If Contractor does not submit the reports or deliverables on schedule, in the time frame stipulated in the PO, or as requested, Braskem may, withhold an amount from Contractor's payment. The amount withheld shall continue to be withheld until Contractor submits the reports or deliverables to Braskem satisfaction.
- 5.3 For time and materials, invoices for the labor, equipment and materials portions of the Work shall be submitted in accordance with the following:
 - 5.4 Charges for labor shall be accompanied by Braskem approved daily reports or time sheets listing workers' names, classification, and straight time and overtime hours. Labor categories and rates must correspond to those set forth in All Inclusive Labor Rates and correspond to the agreed to rates uploaded in SAP.
 - 5.5 Charges for equipment shall be accompanied by Braskem approved daily reports or time sheets listing the equipment type, number, size and hours. Equipment descriptions and rates must correspond to those set forth in - Equipment Rates and correspond to the agreed to rates uploaded in SAP.
 - 5.6 Charges for Contractor rented equipment shall be accompanied by Braskem approved daily reports or time sheets listing the equipment type, number, size and hours along with a copy of Contractor's rental agreement and invoice from the supplier. The applicable mark-up as set forth in Section 1.3 entitled Equipment Costs of this EXHIBIT "C".
 - 5.7 Charges for materials shall be accompanied by Braskem signed field receiving documentation.
 - 5.8 All daily time sheets and field receiving documentation shall be approved and signed by Braskem.
 - 5.9 All invoices will be processed through Braskem SAP System which means they must show SAP Contract # and the Purchase Order # per specific job.
 - 5.10 All labor, equipment, and material rates entered into SAP must match contract rates and invoices submitted for payment or this will create discrepancies and delay in payment.
 - 5.11 Reimbursable expenses will be entered in SAP System as separate line item. All third party receipts must be submitted in order to be reimbursed for expenses.

EXHIBIT D - CHANGE ORDER PROTOCOL

38. CHANGE ORDER PROCESS
- 1.1 Changes to the Work (hereinafter referred to as "Change Order") may occur during the normal course of a Project. Contractor shall respond promptly to any change requests for estimates of the effects, if any, which the proposed change will have on the Project Budget or a Lump Sum Separated Price Contract and the Scheduled Mechanical Completion Date. The detailed procedures to be followed in the processing of Change Requests shall be agreed between Owner and Contractor. Those procedures should be compatible with Contractor's normal methods, including use of standard forms, etc., provided these meet the minimum requirements and establish appropriate control measures for handling changes. The procedures, which are to be documented by Contractor, shall include details on the following:
 - 1.1.1 Initiation and tracking of Change Requests. Contractor shall maintain a Change Order summary log that is to include the following in tabular form: Change Order number, brief description of change, date Change Order is submitted to Owner, date approved or rejected action on change (approval or rejection), effects on Approved Budget, Scheduled Completion Date and remarks.
 - 1.1.2 Preparation, insurance, and tracking of Change Order.
 - 1.1.3 Implementing Scope of Work and Specification revisions, as appropriate.
 - 1.1.4 Distribution list for Change Orders per Project Distribution matrix or as agreed to by the Parties.
 - 1.1.5 Tracking of all deviations or errors from the Budget will be documented as deviation trends to the Forecasted Project Budget.
- 1.2 Each Change Order Request shall be assigned a change number and be entered on the summary at the time it is requested. Subsequent entries shall be made at appropriate times to ensure that the summary is current. Contractor's Project Manager or its authorized representative shall countersign all Change Order Requests issued by Owner. If Owner has not granted authorization to proceed with the change, the Change Order shall include a statement defining the latest date such authorization can be given without further affecting the Scheduled Project Completion Date. Owner reserves the right to approve or reject all Change Orders.
- 1.3 Contractor shall respond to Change Requests by submitting a Change Order to Owner within seven (7) Days of the initial request. If Contractor determines that the schedule cannot be met, it shall promptly advise Owner, state the reason for the delay and the date the Change Order will be available for review.
- 1.4 Contractor shall submit Change Order that it believes is a Change Order for Owner review and approval. However, if Contractor proceeds with any Change Order without Owner approval, the cost and impact of such unapproved Change Order will be to Contractor's account and not reimbursable by Owner.
- 1.5 The Change Order shall include:
 - 1.5.1 A detailed description of revisions to the Project specification and/or Work involved, including appropriate identifying references, drawings and other details, as required.
 - 1.5.2 Effect on an Approved Project Budget, with cost subtotals reflecting estimated increases/decreases in direct material, direct labor, subcontracts, indirect field costs, home office support cost, freight and duty, other costs (to be identified), fee and cost of preparing the Change Order. Accompanying back-up data that clearly defines how subtotals were developed shall support the estimates. An estimate basis letter shall include in detail the differential cost for labor, material, equipment, and construction indirect(s). Contractor shall state impacts, if any, on Work already performed or on process or utility requirements. If applicable, a statement on the effect of the change on Contractor's or a Supplier's warranty or guarantees.
 - 1.5.3 Effect on Scheduled Project Completion Date, if any, with appropriate back-up. The basic workweek for all Change Orders shall be based on standard time for all Contractors' personnel and its subcontractors. Overtime in excess of the 40-hour workweek shall be worked only upon written authorization of Owner. If a Change Order requires Contractor to perform the changed Work on an overtime basis, it should be stated clearly on the Change Order signed by Owner. Owner must initial the estimated cost for overtime on each Change Order.
 - 1.5.4 An indication of who initiated the Change Request (Owner or Contractor) and reason therefor (safety, operability, Owner preference, investment return).
 - 1.5.5 Contractor's submission of the written Change Order for performing a change shall include as a part of the total price of the Change, a sum representing the actual costs incurred by Contractor, in the preparation of such change. Such costs shall be determined in accordance with Owner's Compensation Exhibit B for the Contract.
 - 1.5.6 If Contractor wishes to initiate a Change Request, it shall obtain Owner's approval before expending any engineering, cost estimating, scheduling or other effort in support of the request. Owner's approval is required for all Change Requests and Change Orders.
 - 1.5.7 All invoices and payments related to Change Orders shall be made pursuant to the Contract, and submitted together with the regular invoices or as directed by Owner. Upon Completion of the Work and prior to final payment under this Contract, all Change Orders as approved will be incorporated into the final Project Budget Cost.
- 1.6 Mechanical Completion Date
- 1.6.1 Contractor shall notify Owner and Owner shall approve any Change Order adjusting the Mechanical Completion Date. Contractor Change Order estimates shall not contain costs for Project management, key personnel assigned on a full time basis to the Work unless Contractor can support the man-hour increase for the schedule extension beyond the agreed to Mechanical Completion Date.
39. PROGRESS CONTROL AND REPORTING REQUIREMENTS
- Each Purchase Order will contain a section stipulating the type of progress reports required for each Project. These requirements will be consistent with Contractor's proposal and both Parties approval of the completed CR document. Contractor and Owner will update each PO depending on the Project scope of services and execution methodology.
40. CHANGE ORDER FORM
- Contractor shall use its own format for Change Orders. The minimum requirements for Change Order forms must have the following information:
Contract Number, Project Number and Date

Sequential Change Order Number
Original Contract Amount (Lump Sum) or Control Project Budget showing the Change Order and impact on total cost
Original Project Completion Date
Detailed explanation clearly stating the reason for Change Order and Scope of Work
Signature block for both Parties to approve the Change Order

EXHIBIT E1 - BRASKEM SITE HES REQUIREMENTS

Braskem expects all Contractors shall comply with Braskem's Safety Standard and requirements in this Exhibit D for any Work executed under a Purchase Order or Purchase Order. Contractor shall ensure that all of its Subcontractors follow these requirements.

In order to maintain a safe and efficient Work place, Contractor's employees, their Subcontractors employees, vendors, and visitors performing any service on Braskem's premises must be able to comprehend English. English comprehension is defined as the ability to read and understand, hear and understand, speak and be understood, and print and sign his/her name in English.
Contractor shall provide Braskem with current contact cell phone or pager numbers for all Contractor's key management personnel responsible for execution of Work (24 hours/7 days week). All employees must have "updated and current" safety credentials prior to the performance of the Work. Any delay in the Work due to an employee showing up at Owner's security gate without updated credentials will be back charged to the Contractor for the lost time experienced by Owner for such delay.

Contractor shall review Braskem's site specific Energy Isolation Policy, line break procedures, confined space procedures, and hot work permit procedures with all craft workers. Braskem's representatives will ask questions during job observations and prior to the issuance of permits to test and reinforce the understanding of Contractor's employees.
END OF FIELD SERVICES TERMS AND CONDITIONS (Revision 5/16/2018)

Marcus Hook

751 W. 10th Street

Marcus Hook, PA 19061

Braskem acquired this plant in 2010 when it purchased Sunoco's Chemical Division. In July 2012 Braskem acquired the Sunoco

propylene splitter assets from Sunoco. Located 20 miles from Philadelphia,

its two polypropylene (PP) units.

Additional HES Requirements

For field work performed at Braskem Splitter asset in the Sunoco Logistics must access Green Street and be approved by Sunoco Logistics HES Standard/Process to be used at location

1. IsNetWorld Required
2. NA-SAF-STD-006 (Exhibit E-1)
3. Splitter Asset are requires TWIC credentials
4. All safety credentials must be up to date - employees must be ready for work upon entrance to plant.

Kenova Neal West Virginia

200 Big Sandy Road

Kenova, WV 25530

Braskem acquired this plant in 2010 when it purchased Sunoco's Chemicals.

Neal Plant is Located in Kenova, facility produces

polypropylene (PP).

HES Standard/Process to be used at location

1. IsNetWorld Required
2. NA-SAF-STD-006 (Exhibit E-1)
3. All safety credentials must be up to date - employees must be ready for work upon entrance to plant.

LaPorte Chemicals

8811 Strang Road

La Porte, TX 77571

Braskem acquired this plant in 2010 when it purchased Sunoco's Chemical Division. Located 26 miles from Houston along the Ship Channel, this plant produces polypropylene (PP).

HES Standard/Process to be used at location

1. IsNetWorld Required
2. NA-SAF-STD-006 (Exhibit E-1)
3. All safety credentials must be up to date - employees must be ready for work upon entrance to plant.

Oyster Creek

5005 E. Highway 332

Gate 9, OC-450

Freeport, TX 77541

Braskem acquired this plant in 2011 when it purchased Dow Chemical's Polypropylene Division. This unit located in Freeport, Texas, and produces polypropylene (PP).

Additional HES Requirements

DOW Pre-qualification must be adhered to for all field work. Requires at least 3 weeks to 2 months for processing

DOW Contacts - Steven Baker scbaker@dow.com or Brian Cole SBCole@dow.com

HES Standard/Process to be used at location

1. DOW prequal Process as attached
2. IsNetWorld Required for Braskem
3. NA-SAF-STD-006 (Exhibit E-1)
4. All safety credentials must be up to date - employees must be ready for work upon entrance to plant.

Seadrift

Building 101 South

7501 State Highway 185 North

Seadrift, TX 77983

Braskem acquired this plant in 2011 when it purchased Dow

Chemical's Polypropylene Division.

This unit located in Seadrift, Texas, and produces polypropylene (PP).

Additional HES Requirements

DOW Pre-qualification - same process as above

HES Standard/Process to be used at location

1. DOW prequal Process as attached
2. IsNetWorld Required for Braskem
3. NA-SAF-STD-006 (Exhibit E-1)
4. All safety credentials must be up to date - employees must be ready for work upon entrance to plant.

Neal Facility Specific Delivery Instructions:

In accordance with Braskem America's purchasing procedures, the following instructions shall apply to all material shipped as specified to the Neal (Kenova, WV) facility.

Raw Material Shipping Instructions:

The bill of lading, packing list and certificate of analysis must be hand delivered to the product receiver.

Raw material codes should be specified and must be stenciled/labeled to the package as follows:

- o Drums - Near the top (upper 1/3 portion of drum).
- o Bags - On the side of each bag.
- o Cartons - On the side of each box.

Drums and bags are to be palletized and bags are to be stretch wrapped.

Braskem America's raw material specifications currently on file with your company will be used to measure the quality and acceptance of the product.

Certificate of Analysis Requirements:

" One copy faxed to: 866-302-8427

" One copy with delivery of material.

All Other Shipped Materials

The bill of lading and/or packing list must be hand delivered to the warehouse receiver.

The warehouse receiver may inspect any package to determine conformance with order prior to receiving the item into the warehouse.

Receiving Hours:

" 8:00 am to 3:00 pm, Monday through Friday.

" For an after hour delivery appointment, please call 304-453-5903 to schedule a delivery time.

Regulatory Requirements:

The material of sale and supplied to Braskem America is of suitable purity, TSCA registered, is on the European Inventory of Existing Chemical Substances (EINECS) and / or in the European Commission Directive 2002/72/EC, meets the CONEG legislation requirements, is not, nor are any of its components, impurities and decomposition products, listed on the State of California Environmental Protection Agency, Office of Environmental Health Hazard Assessment Safe Drinking Water and Toxic Enforcement Act of 1986 (Prop 65), list of Chemicals Known to the State to Cause Cancer or Reproductive Toxicity. This material and its components and / or coatings may or may not be derived from animal and / or vegetable sources. If that is the case, then appropriate notification must be given. This product also meets the previously provided FDA regulations and is approved and documented under the appropriate 21CFR status. This references the documentation / letters supplied to the appropriate personnel located at 550 Technology Drive, Pittsburgh, PA 15219, representatives of Braskem America and dated on M/D/Y.

Quality System Requirements:

The Neal facility is ISO 9001:2000 registered. As part of our supplier development efforts, we urge our suppliers to be compliant with ISO standards. If your company is already registered, please forward a copy of your registration to Braskem

America, 550 Technology Drive, Pittsburgh, PA 15219, Attention: Technology Supervisor - Analytics/Additives.

The instructions described above must be adhered to. If they cannot be followed, please contact Braskem America.