MORTON SALT, INC. STANDARD PURCHASE ORDER TERMS FOR PURCHASE OF GOODS AND SERVICES

1. TERMS OF CONTRACT: This Contract constitutes Morton's offer to buy or purchase according to the terms and conditions set forth herein; is the entire agreement between Morton and Vendor as to the subject matter hereof; and may only be modified by a writing signed by a duly-authorized representative of Morton. Unless otherwise accepted by Morton in writing, Morton objects to any and all terms and conditions proposed by Vendor, Vendor's subcontractors or any third party that are or may be different from, additional to or conflict with those set forth in this Contract. In no event shall Morton's silence, act of accepting shipment, act of making payment, or other action or failure to act be construed as Morton's assent to any terms or conditions different from or additional to those set forth in this Contract. Any of the following Vendor acts shall constitute Vendor's unqualified acceptance of, and agreement to be bound by, the terms and conditions contained in this Contract: submission or return of order acknowledgment or acceptance by Vendor; commencement of any work or the performance of any Services hereunder; or shipment of Goods. Vendor shall have no authority to hold itself out to others as Morton's agent, or otherwise seek to bind Morton in any way. As used herein, "Morton" refers to Morton Salt, Inc. and/or its respective affiliates and subsidiaries, each if and as applicable; "Vendor" refers to the vendor, seller, provider, supplier or other party identified on the purchase order for Goods and/or Services which incorporates these standard purchase order terms by reference; "Contract" refers to the language herein and to all specifications or other documents attached hereto and incorporated herein by reference and agreed to by Morton in writing; "Goods" refers to the goods, products or items to be acquired by Morton pursuant to this Contract; and "Services" refers to any of the service(s), work, maintenance, repair or other activity undertaken or required (either explicitly or implicitly) to be undertaken by Vendor under the terms of this Contract. This Contract shall apply to the purchase of (i) Goods or Services or (ii)Goods and Services.

2. PERFORMANCE. Vendor shall deliver the Goods and/or perform and complete the Services requested by Morton free of all liens and encumbrances, and in full compliance with all terms, conditions and specifications in this Contract, including work and materials not specifically mentioned or shown in this Contract but necessary to perform and complete the Services in all its details as shown and/or intended. Morton shall not be required to pay for, or make payments on, any Service that is not completed in a professional and competent manner in full compliance with all terms, conditions and specifications herein, including but not limited to Services subject to, or which may be subject to, any liens or encumbrances. Morton shall not be required to pay any part of the

price or fee until Vendor has furnished Morton with (i) affidavits, satisfactory to Morton, setting forth any amounts owed for labor or material furnished by or to Vendor, or any agent or supplier of Vendor, which are or might become liens against any Morton property, (ii) any goods (including, without limitation, the Goods) or the Services themselves and, in either case, accompanied by waivers of all such liens or possible liens.

3. DELIVERY OF GOODS: Deliveries shall be made as provided for in the applicable purchase order. Unless otherwise specified on the face of the applicable purchase order, all Goods shall be sold INCOTERMS DDP (in accordance with the ICC's most recent edition), Morton's delivery location unloaded at the final location indicated by Morton ("Delivery"). If not specified, Delivery can be made only where Morton usually and customarily takes delivery. Vendor shall promptly notify Morton, in writing, of any delays and simultaneously provide all information concerning the reason and/or extent of the delay, as well as details relating to the commercially reasonable efforts Vendor intends to make to avoid delay or expedite delivery (at Vendor's sole cost and expense).

4. TITLE/RISK OF LOSS: Title to the Goods and risk of loss of, or damage to, Goods shall remain with Vendor until such time as such Goods are delivered to and accepted by Morton at the destination indicated on the applicable purchase order and in accordance with the terms of this Contract. Any transfer of title or risk of loss hereunder shall not affect Morton's right to reject any non-conforming or defective Goods or any other right or remedy available to Morton in the event of any breach of this Contract by Vendor.

5. SPECIAL ITEMS; TECHNICAL DOCUMENTATION: Unless otherwise provided in this Contract, property of every description, including, but not limited to, all patterns, tools, jigs, dies, equipment, materials, drawings, manufacturing aids, and replacements of the foregoing furnished or paid for by Morton shall be (a) the property of Morton, (b) plainly marked or otherwise adequately identified by Vendor as the property of Morton, and (c) safely stored separate and apart from Vendor's property. Vendor shall retain and not use or rework tooling or other property of Morton except for performance of work hereunder or as authorized in writing by Morton. Vendor shall keep such property in its possession and/or control in good condition, fully covered by insurance, free of liens and encumbrances, and will replace such property when lost, damaged or destroyed. Copies of certificates of such insurance will be furnished to Morton on demand. At the completion of the goods requested by Morton in this Contract for which Morton's property was required, Vendor shall request disposition instructions for all such property, or the remainder thereof, whether in its original form or in semi-processed form. Vendor agrees to make such property available to Morton at Morton's request, in the manner requested by Morton

including preparation, packing and shipping as directed. Expenses for shipment will be Vendor's and shipment shall be made F.O.B. Morton's plant.

6. EXCUSABLE DELAY OR FAILURE: Neither Morton nor Vendor shall be liable for a failure to perform hereunder arising from (i) acts of God or a public enemy; (ii) acts of any person engaged in subversive activity or sabotage; (iii) fires, floods, explosions or other catastrophes; (iv) epidemics or quarantines; (v) strikes, slowdowns, lockouts or labor stoppages or disputes of any kind; (vi) freight embargoes; (vii) unusually severe weather; or (viii) other causes beyond either Morton's or Vendor's control (as the case may be).In the event of a failure by Vendor to perform hereunder, Morton shall be entitled, among other remedies available to it under law or at equity, to obtain all or a portion of the Goods and/or Services elsewhere for the duration of such failure and to reduce, without any liability to Vendor, the quantity of Goods ordered from, or the extent of the Services to be provided by, Vendor, with a corresponding reduction in the price required to be paid by Morton.

7. PRICE: The price for the Goods or Services shall be as stated on the applicable purchase order. Vendor shall not charge Morton for packing or boxing, and returnable containers must bear Vendor's name. Unless otherwise provided on the face of the purchase order, the price includes (i) all costs to comply with the terms and conditions of the purchase order and this Contract, (ii) any and all taxes, including sales, use, excise, value added and other taxes, and (iii) fees, duties, or other governmental impositions on the sale of the Goods and/or performance of Services covered by the purchase order and this Contract. If Morton is required to pay any taxes or other impositions, Vendor will promptly reimburse Morton. Notwithstanding the foregoing, Morton shall pay G.S.T./H.S.T. and provincial sales tax, each if and as applicable. Vendor agrees that it will honor all valid sales tax exemption certificates submitted by Morton. Vendor shall pay, defend and hold Morton harmless from and against any penalty, interest, additional tax, or other charge or loss that may be levied or assessed as a result of the delay or failure of Vendor to pay any tax or file any return as required of Vendor under law.

8. CANCELLATION: If Vendor (a) fails to deliver goods or perform services as specified in the applicable purchase order and in Section 3 or (b) fails to perform any other provision hereof, or (c) becomes insolvent, makes an assignment in favor of creditors, or enters bankruptcy or dissolution proceedings, or (d) is merged into another company, Morton may cancel the whole or any part of this Contract without any liability, except for payment due for Goods and Services delivered and accepted. Morton may terminate the applicable purchase order for convenience with 14 day notice to Vendor without any liability, except payment due for Goods and Services delivered and accepted. Upon cancellation, for any reason, Morton will have the right to take title to and possession of all or any part of such

work performed by Vendor under this Contract. Upon Morton's request at any time, and/or upon termination or suspension of this Contract for any reason, Vendor shall promptly return to Morton or, at Morton's request, destroy all (i) work product created by Vendor or its agents or employees, (ii) confidential information, and/or (iii) materials, data and any other items created under or in connection with this Contract. Additionally, upon termination of this Contract, Vendor shall promptly return to Morton all Morton property, equipment, supplies, and materials including, without limitation, any information pertaining to Morton's customers and/or any other items that pertain or relate to, or include, Morton customer information or any other information created in connection with this Contract. Morton may withhold any outstanding payments until Vendor complies with this subsection, in addition to any other remedies available at law or in equity. This section shall survive termination or suspension of this Contract.

9. PERMITS, LAWS AND REGULATIONS: If required, Vendor shall, at its own expense, obtain all necessary permits, certificates, licenses and bonds required to perform and provide the Services or Goods, and shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations in carrying on its business and in performing or providing the Goods or Services. Vendor shall bear all costs, expenses, damages and fines arising out of violation of any such laws, ordinances, rules or regulations by Vendor or any agent, including all costs and expenses of conforming the Goods or Services to the requirements thereof.

Without limiting the generality of the foregoing, Vendor specifically agrees to comply with all environmental laws; the Occupational Safety and Health Act of 1970, as amended; the Mine Safety and Health Act of 1977, as amended, and the respective standards and regulations issued thereunder; the Fair Labor Standards Act as amended and orders, rules and regulations issued thereunder; the Walsh-Healy Public Contracts Act, if applicable; all applicable Federal, State and local laws, orders, rules and regulations relating to employment of the handicapped or other covered or protected group (including but not limited to Public Law 93112 and any orders, rules and regulations issued thereunder); all applicable Federal, State and local laws, orders, rules and regulations relating to discrimination in employment (including but not limited to Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 793; Section 402 of the Vietnam Veterans Readjustment Assistance Act of 1974, as amended, 38 USC U.S.C. 4212; Executive Order 13496; and Worker's Compensation laws, all of which are specifically incorporated herein by reference. To the extent required by Morton or applicable law, Vendor shall obtain equivalent compliance agreements or commitments from its agents, vendors, contractors and/or suppliers and shall maintain said agreements or commitments in its files.

Vendor certifies that all Goods furnished under this Contract, and/or any Services or other activity performed by Vendor or any Vendor subcontractor on Morton's premises, will conform to and comply with all applicable laws, as well as to Morton's policies, rules and regulations. Vendor further agrees to indemnify and hold harmless Morton from and against all damages assessed against Morton as a result of Vendor's failure to comply with all applicable laws, and for the failure of the Goods furnished and/or Services performed under this Contract to so comply as set forth herein. Any delay in delivery or performance, or other failure to perform, resulting from Vendor's failure to comply with the provisions of all applicable laws and/or Morton's rules and regulations shall not be deemed an excusable delay or otherwise excuse Vendor from any type of performance hereunder.

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

10. WARRANTIES: By accepting the applicable purchase order and Contract and by shipping or performing as herein requested, Vendor agrees, represents and warrants that the Goods and Services(a) are free from any claim of any third party, including infringement claims, (b) are free from defects in title, design, material and workmanship, and comply with all specifications and descriptions communicated to Vendor; (c) are equal to the samples, if any, upon which this Contract is based; (d) are true net weight, measure, contents and sizes as per U.S. Federal and State standards (if and as applicable); (e) are merchantable;(f) are free from patent and latent defects; (g) are fit for the particular purpose for which Morton intends to use the Goods, provided Vendor knows or has any reason to know of said purpose; (h) are as represented by Vendor's authorized agents; (i) shall, unless otherwise agreed upon in writing by Morton, be completely new throughout and shall not contain any rebuilt, reconditioned, repaired and/or used parts, components or materials and (j) are produced, packaged, labeled and shipped in compliance with all applicable Federal, State and local laws, regulations, rulings and orders, including but not limited to the Federal Food, Drug and Cosmetic Act; the Consumer Products Safety Act; the Fair Labor Standards Act of 1938, as amended; Executive Order 11246, as amended,

Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 793, Section 402 of the Vietnam Veterans Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212; Executive Order 13496. All representations and/or warranties, including those set forth herein and elsewhere in this Contract, shall be continuing and shall survive acceptance of the Goods. The warranties specified herein shall be in addition to, and not in place of, any other express or implied warranties or representations given to Morton.

In addition to any performance guarantee or other guarantee or representation or warranty of Vendor, and in addition to any other rights and/or remedies provided to Morton hereunder, at law or in equity, Vendor warrants due performance of the Goods and agrees to correct or replace, free of charge or expense to Morton, any defective labor, workmanship, materials or Service performed or furnished under this Contract in connection with Vendor's performance of Services for a period of one (1) years after the Goods are delivered and Services are completed and accepted by Morton. In the case of hidden or latent defects with respect to the Services, the one-year limitation shall not apply. Claims made under this warranty shall suspend the warranty period until Vendor has remedied the default at no cost to Morton, and the warranty period will be extended accordingly.

11. INDEMNIFICATION: Vendor agrees to indemnify, defend and hold harmless Morton, its parent, subsidiary, and affiliated entities and each of their respective successors, assigns, agents, officers, directors, shareholders, employees, representatives, customers and invitees (collectively, "Indemnitees") from and against any and all liability, claim, loss, damage, action, suit, cost or expense (including attorneys' fees) for injuries or death to persons or damage to property, including but not limited to employees and property of Morton and Vendor, resulting from, arising out of, or in any way related (directly or indirectly) to: (i) any act, omission, neglect or default of or by Vendor or of any of its officers, employees or agents (including the agents, officers or employees of either of them); (ii) Vendor's performance or failure to perform (or that of any of its officers, employees and/or agents); (iii) any actual or alleged death, personal injury, property damage or any other damage or loss by whomsoever suffered, resulting or arising, in whole or in part, from the manufacture, use, purchase, sale or transportation of the Goods or performance (or lack of performance) of the Services; (iv) any claims, costs or expenses arising under any Workers' Compensation laws; (v) any breach of warranty, promises or covenants herein, or breach of contract, misrepresentation or false certification, or failure to exercise due care by Vendor, its agents or supplier; or (vi) any violation of applicable law.

12. INTELLECTUAL PROPERTY; INFRINGEMENT: Vendor shall pay all royalties and/or license fees and shall defend all suits and claims whatsoever for alleged or actual

infringement of any patent, invention, trade secret or trademark rights involving or pertaining to the Goods, the Services or any appliance or equipment (not furnished by Morton) used in furtherance of this Contract, and shall indemnify and hold Morton, its agents, officers, directors, shareholders, employees, representatives, customers and invitees harmless from and against any and all demands, claims, liabilities, damages, actions, causes of action, penalties, judgments, costs or expenses (including attorney fees) on account thereof. Morton may, at its option, be represented by and actively participate through its own counsel in any suit or action against the foregoing persons and entities

13. RIGHTS AND REMEDIES:. If, at any time, Vendor fails to perform the Services as required hereunder, or it appears to Morton that Vendor will be unable or is unwilling to so perform, or if Vendor commits or permits any other breach of this Contract, Morton, after three (3) days' notice to Vendor, may order, either directly or by contract, such labor and materials as in its judgment are required to complete or perform the Services or to correct any errors or omissions in the Services, and may charge the costs thereof, including taxes, insurance and overhead to Vendor. Said costs, together with any damages sustained by Morton, may be deducted from any unpaid balance due or to become due under this Contract, and Vendor shall remain liable to pay any costs or damages not so deducted.

If any Goods or Services at any time are found not to be as represented and/or warranted, Morton shall have the option, by notice to Vendor, at Morton's sole and absolute discretion: (a) to rescind the Contract ; (b) reject shipment and return all Goods at Vendor's expense; (c) return at Vendor's expense all Goods received or accepted; (d) retain Goods which comply with the terms and conditions provided in this Contract and return any other Goods at Vendor's expense; and/or (e) sue Vendor to recover its cost of cover or any other allowable damages. Nothing in this Contract shall limit Morton's right to damages.

The exercise of any right or remedy shall be without prejudice to Morton's right to exercise any other right or remedy provided in this Contract, by law or in equity. Morton's failure to inspect, to reject and return Goods or Services, or to notify Vendor of a complaint shall in no way affect the liabilities and obligations of Vendor. No payment, partial or final, by Morton shall be evidence of performance in whole or in part by Vendor, nor regarded as acceptance of any Goods and/or Services, nor relieve Vendor from liability under any guarantee or warranty.

Morton shall have no liability for consequential, special, indirect, punitive and/or incidental damages including, without limitation, lost profits. Vendor's sole legal remedy shall be an action for the price of the Goods and/or the fees charged for performance of the Services.

14. CONFIDENTIAL INFORMATION; PROPRIETARY RIGHTS: Any written or verbal information, specifications, drawings, technical information, documents, data, trade secrets, manufacturing processes, business activities or other proprietary information furnished to Vendor hereunder, as well as any know-how, procedures and/or needs shall, at all times, remain Morton's property, shall be kept confidential during the performance of this Contract and for a period of five (5) years thereafter, shall not be disclosed to third parties without Morton's prior written consent (which may be withheld in Morton's sole discretion), shall be used only as authorized in writing and shall be returned to Morton at its request. Subject to the foregoing, such information may only be used for the performance of the Contract, or for the purpose of preparing offers or quotations that relate to Morton's business and/or request.

Vendor shall not take any photographs, videotapes, motion picture or digital images or use any other visual or audio recording devices on any real property of Morton or its affiliates without, and in each instance where granted, only to the extent of, the prior written approval of Morton, which may be withheld in Morton's sole discretion.

Upon Morton's request, Vendor shall execute any additional agreements or documents as Morton may reasonably request to achieve the purpose described herein.

15. NO LIENS: In addition to any similar terms contained in this Contract, Vendor shall not file, and shall not permit any employee, agent, subcontractor or other third party to file, any lien, claim or encumbrance against Morton's or any of its subsidiaries' or affiliates' property. Morton may withhold any payment due Vendor under this Contract or any purchase order until all liens, claims or encumbrances of Vendor or its subcontractors are released. Morton may take whatever action it deems necessary to secure a release of any lien, claim or encumbrance. Morton may deduct its costs and expenses for securing the release of any lien, claim or encumbrance filed by Vendor or its subcontractors from any payments due under this Contract or any purchase order. At Morton's request, in the event that any subcontractor or third party files or threatens to file a lien, Vendor shall promptly purchase or otherwise secure a bond, at Vendor's sole cost and expense, to fully cover all amounts associated with, or claimed under, such lien(s).

16. INSURANCE:

Vendor (including any of its subcontractors or agents) shall obtain and maintain at its own expense WORKERS' COMPENSATION INSURANCE with statutory limits; COMMERCIAL GENERAL LIABILITY INSURANCE with a minimum combined single limit of liability of $2,000,000 per occurrence (including broad form property damage and contractual liability); COMMERCIAL AUTOMOBILE LIABILITY INSURANCE with a minimum combined

single limit of liability of $1,000,000 per occurrence; and EMPLOYER'S LIABILITY INSURANCE with a minimum limit of liability of $1,000,000. Vendor shall also carry Property Insurance that provides Contractor's equipment coverage to cover any and all of Vendor's own, or any of its subcontractors' or agents', equipment brought onto Morton's or its affiliates' site(s).

At Morton's request, Vendor (including any of its subcontractors or agents) shall obtain and maintain additional insurance coverages and/or increased limits of liability (other than those shown above) as may be required either elsewhere in this Contract or due to the nature of the Goods being provided and/or Services being performed by Vendor or its subcontractors or agents under this Contract.

All required insurance shall be endorsed to include Morton Salt, Inc., its parent(s), subsidiaries, and affiliated companies, and their respective successors, officers, directors, employees and agents as an additional insured; shall provide that Morton Salt, Inc., and its parents, subsidiaries, and affiliated companies shall not be stopped from recovery against Vendor under the policy due to being covered as an Additional Insured; and shall require a thirty (30) day advance notice of cancellation or reduction in coverage to be given to Morton. All insurers shall be licensed to do business in the state in which operations related to this Contract take place. All insurers will have a minimum AM Best rating of A- , Financial strength VII. The Workers' Compensation policy described herein shall contain a waiver of subrogation by the Workers' Compensation insurance carrier in Morton's favor. All deductibles or self-insured retentions are the sole responsibility of Vendor.

Any activity performed by Vendor, even with Morton's knowledge, before obtaining the required insurance or providing the required certificate(s) and/or policies shall not constitute a waiver by Morton of these requirements, and Morton may require Vendor to stop such activity until this section of this Contract has been complied with to Morton's satisfaction.

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

Vendor agrees to assure that any and all provisions of this Section will be complied with by all of its subcontractors or agents providing Goods and/or performing any Services under this Contract. Vendor shall be responsible for any failure of its subcontractors or agents to comply with the terms of this Section.

17. GOVERNING LAW: All questions relating to the validity, interpretation or performance of this Contract shall be determined in accordance with the laws of the State of Kansas, excluding its conflict of laws provisions. UN Convention on Contracts for the International Sale of Goods of 1980, as amended or updated from time to time, shall not be applicable.

18. SET OFF: Morton may, without notice, deduct, withhold or set-off any amounts it or its subsidiaries and/or affiliates are owed or may be owed by Vendor from any amounts due or to become due to Vendor, whether under this Contract or other terms or agreements.

19. ASSIGNMENT; SUBCONTRACTING: Vendor may not assign this Contract without the prior written consent of Morton. Vendor shall not subcontract any obligations under this Contract without the prior written consent of Morton. Vendor shall retain all responsibility and liability for the acts and/or omissions of a subcontractor whether or not Morton provides its prior written consent as described herein. Morton shall have the right to assign this Contract, without the consent of Vendor, to any parent, subsidiary or affiliate of Morton or any successor to all or substantially all of Morton's assets (whether by a share, asset or other transaction).

20. SUPPLIER CODE OF CONDUCT: Vendor hereby agrees that the Morton Supplier Code of Conduct, available at https://www.mortonsalt.com/article/supplier-code-of-conduct/, is incorporated in this Contract by this reference.

21. INDEPENDENT CONTRACTOR: Vendor acknowledges that it is acting as an independent contractor, that Vendor is solely responsible for its actions or inactions, and that nothing in any applicable purchase order or this Contract will be construed to create an agency or employment relationship between Vendor and Morton. Vendor is not authorized to enter into purchase orders, orders, contracts, understandings or agreements on behalf of Morton or to otherwise create obligations of Morton or its affiliates or subsidiaries to third parties.

22. OTHER PROVIDERS: Morton may award other contracts and Vendor agrees to cooperate fully with any other vendors or providers and to coordinate its performance hereunder with those other vendors or providers so that the provision of Goods and/or the performance of Services will be done in proper sequence and in accordance with the overall work schedule and Morton's business and other requirements. Vendor shall not

commit or permit any act or omission which will interfere with the provision of Goods and/or the performance of Services by any other vendor or provider.

23. CHANGES: Morton may change its order for Goods and/or Services or make changes by altering, adding to, removing or deducting from the Goods and/or Services, but no changes shall be done or made, and no additional charge therefore shall be allowed, except upon Morton's written change order setting forth the agreement of the parties as to any changes in cost and/or extension of time. Any such changes shall be executed in full compliance with all terms and conditions of this Contract, except as modified by said change order.

24. SAFETY AND HEALTH: Vendor represents and warrants that all Goods delivered and/or Services performed will comply with, and be performed in accordance with all applicable Federal, State, local and Morton plant safety and health rules and regulations. Where variations exist between applicable laws, rules and/or regulations, the most stringent requirements will be deemed applicable hereunder. Vendor will adequately protect its own activities from damage and will take all necessary precautions during the provision of the Goods and/or performance of the Services to protect all persons and the property of Morton and others from injury or damage. Vendor shall carefully inspect Morton's premises before starting any activity and from time to time for any dangerous conditions or activities in, on or about said premises and shall give appropriate notice of dangerous conditions or activities by installing and maintaining such safety devices, guards, barricades, danger signs or other measures as shall be necessary to safeguard all persons against such conditions and activities however arising. Vendor shall be responsible for initiating, maintaining and supervising all safety precautions and programs involving its workers, employees, subcontractors, as well as the provision of the Goods and/or the performance of the Services under this Contract. At completion, Vendor shall remove its tools, equipment, machinery and surplus materials, and shall leave the premises in a clean, neat and orderly condition.

25. LABOR AND MATERIALS: Unless otherwise provided herein or accepted by Morton in writing, Vendor shall provide and pay for the labor, materials, equipment, tools and machinery, transportation and services necessary for the proper performance, execution and completion of this Contract, and no employees, tools, equipment or machinery of Morton shall be used in the performance of this Contract. If Morton provides to Vendor any materials, equipment or other property (collectively, the "Equipment") to assist Vendor in performing its obligations under this Contract, Vendor shall have and be deemed for the purposes of this Contract to have the care, custody, and control of, and shall protect from loss and damage, the Equipment until the Equipment is delivered back to Morton. Vendor shall upon completion of Services or upon earlier request of Morton, deliver and return the

Equipment to Morton in the same condition as when delivered to Vendor. Vendor shall be solely responsible for operation of the Equipment and shall operate it in accordance with the instructions and recommendations of the relevant manufacturer and Morton and in accordance with good operating procedure. Vendor shall pay the cost of repairing any damage to the Equipment not caused by ordinary wear and tear. Morton shall not be responsible or liable to Vendor, its employees and/or anyone acting on behalf of Vendor for any damages, losses, costs, injuries and/or any other claims that are caused by or result from Vendor's receipt, possession, storage, use, repair and/or operation of Morton's Equipment.

26. WORKERS' COMPENSATION IMMUNITY WAIVER: With respect to Vendor's obligations hereunder, Vendor does hereby expressly and specifically waive its constitutional and statutory immunity from suit and causes of action provided to employers by Section 35, Article II of the Ohio Constitution and O.R.C Section 4123.74, as well as any other similar immunity provided for by any other statute, law or constitution of any applicable jurisdiction. For purposes of this section and the obligations contained herein, this Contract shall be deemed to be and construed as an insured contract.

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

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

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