

## SITE SPECIFIC TERMS AND CONDITIONS

*These Site-Specific Terms and Conditions ("SSTC") apply to any type of Work performed at WE Soda Alkali's Green River, WY or Granger, WY premises ("Site") or designated building, structure or facility ("Facilities").*

**ARTICLE 1. Scope of Incorporation.** Unless otherwise expressly agreed in writing between WE Soda Alkali ("Company" or "Buyer") and the person, business or legal entity contracted to perform Work at Company's Site ("Supplier" or "Seller"), with respect to any performance of Services or Purchases ("Work") at Company's Site or Facilities, Supplier shall perform the obligations described in this SSTC in strict accordance herewith. This SSTC, as well as any exhibits expressly referenced herein, are hereby incorporated by reference into any written agreement between Company and Supplier governing Work on Site or at the Facilities. In the event of a conflict between any such written agreement and this SSTC, the former shall govern.

**ARTICLE 2. Independent Contractor.** Supplier is an independent contractor, and all persons employed or utilized by Supplier in connection with performance of the Work, including any direct or indirect third party of Supplier at any tier, (collectively, "Supplier Personnel" or "Seller Personnel") shall be deemed employees, representatives or agents of Supplier and are not and shall not be deemed employees, representatives or agents of Company in any respect. Supplier shall be responsible for the full compensation of as well as all acts and omissions by any such Supplier Personnel as if such acts or omissions were Supplier's.

**ARTICLE 3. On-Site Arrival and Training.** Supplier Personnel must receive Company's Hazard Training (~15-minute video) at Company's Guardhouse before entering any Facilities. Upon Site arrival, Supplier shall contact the designated Company contact. Prior to commencing any Site Work, Company may require the Supplier to meet with Company's Safety Department to coordinate and discuss any safety-related issues. In addition to Site-wide Company policies and procedures (as Company may revise from time to time), Supplier is hereby advised that Company has area-specific environmental, safety and product quality policies and procedures that may be applicable to Supplier's Work (which also may be revised from time to time). Supplier shall review any such applicable, area-specific policies and procedures with the Company's designated Area Supervisor, or the designated Company contact, prior to commencing Work.

**ARTICLE 4. Supplier Personnel/Drugs, Alcohol and Firearms.** Supplier shall use only Supplier Personnel properly qualified to perform the Work. Company requires that all Supplier Personnel on or at its Site or Facilities be mentally and physically capable of performing their assigned duties in a safe manner. All Supplier Personnel who are assigned to work on Site or within Company's Facilities must be capable of demonstrating their ability to read safety signs, safety procedures, and understand verbal and written safety instructions written in English. Supplier shall verify that all Supplier Personnel are capable of meeting such expectations. Company reserves the right to also verify these capabilities to its satisfaction. If Company determines that any Supplier Personnel fails to satisfy the above expectations, such Supplier Personnel will be removed from the Site and Facilities, and the Supplier's continued business relationship with Company will be subject to review.

Supplier shall at all times enforce strict discipline and good order among all Supplier Personnel. Supplier shall prohibit and shall not possess or use any firearms, illegal drugs or alcohol at any time during performance of the Work, while on Site or at any of the Facilities, or at any of the grounds occupied or utilized by Supplier in connection with the Work.

Supplier shall have in effect, prior to commencing any Work and for the duration thereof, a substance abuse policy that shall at a minimum be equal to or more stringent than Company's own "Substance Abuse Guidelines for Suppliers and Subcontractors" (attached hereto as Exhibit A) and shall submit the same to Company for Company's review prior to commencing Work. If Supplier does not have such form of substance abuse policy in effect at the start of the Work or otherwise fails to timely submit its own substance abuse policy before commencing Work, Supplier hereby agrees to abide by Company's Substance Abuse Guidelines for Suppliers and Subcontractors and to enforce same against Supplier Personnel.

Supplier shall immediately remove from the Site and dismiss from any Work any Supplier Personnel who, as determined by Supplier or otherwise at Company's request, is (i) demonstrating symptoms of intoxication or in possession any firearm, illegal weapon or drug, (ii) considered by Company or Supplier to be incompetent, insubordinate, careless, or disorderly, (iii) in violation of any Company policy or procedure or applicable local, state, or federal law, ordinance, rule, order, decree or regulation (collectively, "Laws"), or (iv) in violation of this SSTC or the Agreement or any written agreement. Dismissal and removal of such Supplier Personnel shall be at Supplier's cost and risk and without liability to Company and shall not affect any obligation between Supplier and Company nor hinder any right or remedy available to Company. Such Supplier Personnel shall not be permitted to return to the Site, Facilities or Work until they are in compliance with this SSTC, and Company has provided its prior written consent in its sole discretion permitting their return.

### **ARTICLE 5. Supplier-provided Materials, Chemicals, Fuel Storage.**

**5.1 Materials.** Unless otherwise specifically provided by written agreement of Company and Supplier and excluding Chemicals (defined below), all equipment, machinery, goods, containers, tooling, items, supplies, materials and articles (individually and collectively, "Materials") incorporated in the Work are to be new and of the most suitable grade of their respective kinds for the purpose intended, and Supplier agrees to assign any assignable manufacturer rights it holds in the same promptly on Company's request. If requested, Supplier shall furnish to Company for its approval the names of the manufacturer(s) of machinery and other equipment which Supplier contemplates incorporating in the Work, together with their performance capacities and other pertinent information. Where Materials are referred to in the specifications as "equal to" any particular standard, Company shall decide the question of equality. Materials installed or used without Company's approval shall be at the risk of subsequent rejection. Samples of Materials shall be submitted for prior approval when so directed by Company.

**5.2 Chemicals.** All chemicals brought to a Site by Supplier including, but not limited to, solvents, lubricants, paints, coatings, degreaser (collectively, "Chemicals"), shall be accompanied by all applicable transportation, safety warning, MSDS or SDS documentation, which shall be kept in the possession of Supplier unless specified otherwise by Company in writing and reasonably accessible by Supplier at all times. Supplier shall be aware of the types of Chemicals prohibited for use at the Facilities and Site, as listed in Exhibit C attached hereto. No Chemicals shall be brought on Site or to the Facilities unless and until Supplier has (i) submitted a Chemical Application Procedure Form to Company's Environmental and Safety Departments and such application has been approved in writing by the Company's Safety Department; and (ii) consulted with and agrees to follow Company's Safety and Environmental Department's reasonable instructions, if any, on the proper handling, quantities permitted or storage or disposal of such Chemicals (as well as any such Chemicals or Materials supplied to Supplier by Company remaining or unused upon completion of the Work). In no event shall Supplier remove from the Site any Company-supplied Chemicals or Materials unless first authorized in writing by Company's Environmental Department. Unless otherwise expressly agreed by Company in writing, Supplier shall at all times be fully responsible for all Chemicals it brings to or leaves on Site or at the Facilities, whether before, during or after the Work is complete. If Supplier has any questions about Company's environmental policies or procedures or their application and effect, Supplier shall contact the Company's Environmental department for further clarification.

**5.3 Fuel Storage Tanks.** If Supplier brings any temporary fuel or lubrication storage tank to the Site, the tank must have an approved secondary type of containment. Company retains the right to prohibit the storage of any type of fuel or lubrication tank. Such containment system shall be designed and constructed in accordance with all applicable Laws.

**ARTICLE 6. Supervision by Supplier.** Supplier, or competent foreman or superintendent satisfactory to Company and with actual authority to act for Supplier, shall be physically present at the Work at all times while any Work is in progress on Site or at the Facilities.

**ARTICLE 7. Historical Artifacts.** In the event that any items with archaeological or historical value are discovered by Supplier, Supplier shall immediately notify Company in writing and await Company's decision before proceeding with any Work that could affect such items. Any item found shall be deemed Company's confidential information, belongs solely to Company and shall be left undisturbed, unless otherwise expressly instructed by Company.

**ARTICLE 8. Cooperation with Others.** Company may undertake or award contracts to any other third party for additional work. Supplier shall fully cooperate with Company's employees and other third parties, coordinating Supplier's own Work as necessary or as directed by Company. Supplier shall not commit or permit any act that will interfere with the performance, operations, services or business conducted by Company or Company's other third parties.

**ARTICLE 9. Labor.** Company union personnel are represented by Local #13,214 of the United Steel Workers of America. Supplier shall be aware of, and familiar with, all applicable collective bargaining agreements pertaining to or affecting the Work, Site or Facilities. Supplier shall plan and conduct its operations so that all Supplier Personnel will work harmoniously with other workmen employed on projects the same or related to the Work to assure that there will be no delays, endangerment, work stoppages, excessive labor costs or other labor difficulties.

**ARTICLE 10. Cleanup.** Supplier and Supplier Personnel shall at all times keep all work areas on any Site or Facilities including, without limitation, floor and storage areas used by Supplier, free from accumulation of waste materials and, prior to completion of the Work, shall remove any rubbish, Chemicals, or Materials that is not the property of Company or Company's other third parties. Title shall vest in Company as to any surplus Materials left on any Site more than fourteen (14) days after full completion of all Work. Upon completion of all Work, Supplier shall leave the Site and Facilities in a clean, safe, and environmentally-sound condition satisfactory to Company. In the event of Supplier's failure to comply with any of the foregoing, Company may, after written notice to Supplier of such failure, perform the cleanup, restoration and removal thereof at the expense of Supplier.

**ARTICLE 11. Use of Premises and Use of Company Equipment.**

11.1 Supplier shall confine the storage of Materials to locations designated as acceptable to Company and in accordance with all Laws. Supplier shall at all times provide adequate and fully functioning safety precautions such as, without limitation, barriers, signs, lanterns and other warning devices to properly protect any person having access to or near any Site, Work or the Facilities.

11.2 Supplier shall at all times be prepared with all necessary Materials to complete all Work in a timely manner. Where certain Materials are unavailable, Company may, from time to time, allow Supplier to use certain Company-owned Materials. If Supplier and Company mutually agree that circumstances warrant Supplier utilizing such Company-owned Materials, upon initial possession thereof, Supplier shall immediately examine such Materials and determine whether such Company Materials are fit and proper for Supplier's use, and shall notify Company in writing (within the earlier of use or 24 hours of receipt of the Company Materials) of any discrepancies. Unless the Supplier so notifies and the Company agrees in writing, Supplier agrees to accept the Materials "AS-IS WHERE-IS, WITH ALL FAULTS," and no warranties (express or implied) nor guarantees are offered by Company with respect thereto. Where such Company-provided Materials are incorporated into Supplier's Work, Company shall have the unilateral right to make an equitable deduction from the price of the Work to reflect the same.

**ARTICLE 12. Protection of Work and Materials; Preservation of Public and Private Access.**

12.1 Supplier shall continuously safeguard and protect the Work, Materials and any item or goods provided by Company or purchased on Company's behalf from damage, destruction, theft or loss, and Supplier shall be solely liable for any such losses arising from or relating to Supplier's failure take reasonable measures to provide such protection.

12.2 Supplier shall conduct its Work so as not to damage, close, or obstruct any highway, road or other public or private easement unless and until all required permits have been obtained. If such access routes are closed, obstructed, damaged or rendered unsafe by Supplier's operations, Supplier shall, at its sole expense, make such repair in a manner acceptable to Company and shall also provide such safeguards (such as, without limitation, temporary guards, lights and other signals) as necessary or required for safety or as reasonably requested by Company.

**ARTICLE 13. Site Regulations.** The Company's Green River Site is regulated by the Mine Safety and Health Administration ("MSHA"). It is the responsibility of Supplier to ensure all Supplier Personnel have received the required MSHA-required training prior to commencing Work. If any Work at the Green River Site extends more than five (5) days on Site, each Supplier Personnel must have in their possession a valid MSHA Comprehensive Training Certificate (for surface Work, see MSHA regulation 30 CFR Part 48 Subpart B Training and Retraining of Miners Working at Surface Mines and Surface Areas of Underground Mines) and (for Work performed underground, see 30 CFR Part 48 Subpart A Training and Retraining of Underground Miners). Supplier shall promptly provide verifiable evidence to Company that their training plan and their instructor has been approved by MSHA.

Company further reserves the right to require verifiable evidence of OSHA safety training for any Supplier Personnel prior to their commencing Work at Company's Granger Site.

Supplier is advised that, in addition to all other requirements as may be imposed by Laws, the State of Wyoming Department of Employment, Office of Mine Inspector requires that a mine site contractor of any mining operation shall report annually to the inspector before January 31 of each year. See Wyoming Statute §30-2-402 for information regarding Supplier's reporting requirement.

Supplier shall be responsible for the manner and method of performing the Work, the direction thereof, and for all Supplier Personnel and shall enforce strict compliance with all Laws and the applicable policies and procedures established by Company (including, without limitation, those referenced herein as Exhibit B as well as those procedures concerning confidentiality, dust control, vehicle usage, Site safety and security) and Company's Safety and Environmental Procedures. All Supplier Personnel shall wear required or safety-appropriate personal protective equipment ("PPE") (at a minimum, steel-toed shoes, hard hat, ear plugs and safety glasses with side shields) within the Facilities. In the event any Supplier Personnel are involved with damage or harm to Company's property or any person on Site, or engage in behavior which, in the opinion of Company, impairs or endangers any Company property, persons or operations, Supplier shall rectify the same immediately at its sole expense.

**ARTICLE 14. Accident and Damage Prevention.** Supplier shall perform the Work in a safe manner and shall at all times conduct all Work to avoid risk of bodily harm to persons and damage to any property. Supplier shall promptly take all precautions necessary and adequate to protect against the same. Supplier shall continuously inspect all Work and Materials to discover any potentially or actually unsafe conditions and shall be solely responsible for discovery and correction thereof. None of the above provisions in any way relieve Supplier of its responsibility, under Laws, any written agreement between Supplier and Company or otherwise, for any injury or damage caused by or arising out of the performance of the Work.

All safety incidences and near-misses must be promptly investigated by Supplier, and a copy of the report shall be submitted to Company's Safety Department and Project Engineer within forty-eight (48) hours upon completion of the investigation. If any accident is MSHA-reportable, or serious enough to become MSHA-reportable, Supplier shall include Company's Safety Department, Project Engineer and the designated Company representative from Company's Purchasing Department in the investigation. Supplier shall be responsible for submitting to MSHA all necessary and required reports. Reporting forms are available from Company's Safety Department.

**ARTICLE 15. Laws and Regulations.** Supplier shall at all times comply with all applicable Laws, including without limitation those governing wages, hours, desegregation, employment discrimination, Equal Employment Opportunity, and safety. Supplier shall comply with all other applicable Laws applicable to Supplier, Supplier Personnel, the Site and the Work, including without limitation, the following:

Mine Safety and Health Administration, (specifically, but not limited to) 30 CFR, Part 45 - Independent Supplier Regulations; Part 48 - Training; Part 50 - Reporting; and Parts 56 and 57 - Health and Safety Standards. As such, Independent Suppliers are subject to penalties under the Mine Safety and Health Act of 1977;

Executive Order No. 11246 and 41 CFR, Section 60-1.4  
(Employment Discrimination);

Executive Order No. 11701 and 41 CFR, Section 60-250.4  
(Employment of Veterans);

Executive Order Nos. 11625 and 12138 and 41 CFR,  
Part 1-1(Utilization of Minority and Women-Owned Businesses);

Executive Order No. 11758 and 41 CFR, Section 60-741.4  
(Employment of Handicapped Individuals); and

Age Discrimination in Employment Act of 1967, as amended.

Supplier shall fully INDEMNIFY, DEFEND AND HOLD HARMLESS Company, its officers, directors, parents, subsidiaries, employees, third parties and agents from any and all claims, losses, costs, fines, penalties, remediation efforts, environmental cleanup expenses, liability and damages (including any attorneys' fees and costs) arising out of or related to any of Supplier's act or omission in connection with the Work, use of any Chemicals or Materials, or violation of any Laws or this SSTC.

**ARTICLE 16. Facilities and Site Security.** Security at the Facilities and Site is under the direct control of Company and is in accordance with Company's established policies and procedures. Company will furnish Hazard Training and visitor badges/brass to Supplier as deemed appropriate by Company. Site Hazard Training is not required if a Supplier Personnel has in his or her possession a valid MSHA Hazards Training Certificate for the Company Green River Facility issued by Company and dated within the preceding twelve (12) months prior to their first date of Work (**see MSHA regulation 48.31**). Company shall have the right to require specific area Hazard Training for Supplier Personnel in addition to the foregoing general Hazard Training. The Company's designated Area Supervisor will coordinate such area-specific Hazard Training and such training shall be required prior to commencing Work in such areas.

Company has in place a badging system and requires all personnel who enter the Facility to possess an identification (ID) badge. The badges are color-coded to identify employees, visitors, vendors, and contractors, and the ID badges are to be worn at all times while at Site (except where wearing the badge may cause a safety hazard). The ID badge is to be attached to an article of clothing or displayed in a visible location above the waist. Company security officers may check for expiration dates as necessary.

Supplier, Supplier's Personnel and any Company-permitted visitors of Supplier or Supplier Personnel (collectively, "On-Site Personnel") entering the Westvaco Green River, WY Site shall enter only at the following approved entrance points: #8 Shaft Administration building, # 8 Shaft Changehouse, #8 Shaft Surface Warehouse, Surface Administration building, and the Security Gate. Should access at Westvaco (including, without limitation, access to Westvaco Mine) beyond the foregoing permitted entrances be required, Supplier must notify their designated Company contact prior to any such On-Site Personnel visit to make arrangements before progressing toward or entering the Westvaco Site or mine at any other location. On-Site Personnel entering # 8-Shaft, any surface Work area, or going underground must receive safety and security training by an authorized Company representative. On-Site Personnel entering the Granger Site shall obtain consent from the Company contact prior to entering and shall abide by all instructions provided by said contact and any other designated Company personnel. All On-Site Personnel must check-in at the Site administration building, must be pre-approved by Company prior to entering any other Facilities or Site, and must pick up a visitor's badge in the lobby, sign in on the entry and exit log and call their designated Company contact to escort them.

On-Site Personnel needing access to other Facilities beyond those pre-authorized by Company (and any who failed to prearrange a visit) must check in through Company's Site Security Gate.

Company's Site Security Team will:

1. Confirm the identify the individual by either a valid driver's license or company photo ID card.
2. Require the individual sign in on the security entry and exit log and provide their: name, destination, company affiliation, and entrance time (Note: the Site Security Team may ask for additional information such as purpose of visit, company address, hazardous material endorsements, or whether the individual is transporting hazardous chemicals, radioactive materials, or suspicious materials).
3. Verify proof that the individual received Company's MSHA approved safety/security training.
4. Verify that the individual understands Company's policy prohibiting the carrying of any kind of alcohol, drugs or weapons onto the Site.
5. Verify that the individual either possess or will be provided with PPE (e.g. hardhat, safety glasses w/side shields, earplugs), as necessary.
6. Verify that the individual possesses (or will be provided with) a valid Company ID badge to be displayed upon such individual's person.
7. Call to confirm a Company-designated escort, if necessary (note: Security Team will check the paperwork of incoming deliveries to determine the delivery point, and then notify and confirm the delivery with responsible Facilities personnel. Escorts may or may not be required – the Site Security Team will make this determination in its sole discretion).

All On-Site Personnel must return their Company ID badge, any Company-provided PPE and sign out in the security entry and exit log upon the conclusion of their visit. Vehicles entering the Facilities or mine shaft areas must be authorized to enter by an authorized Company representative. Drivers and passengers of non-Company vehicles entering at the Site Security Gate at the Facilities must check in with Security. The Site Security Team will ensure that:

1. The driver and all passengers receive badges and PPE as described above.
2. The driver of a commercial vehicle presents their commercial driver's license and Site Security will assure that the language spoken by the driver matches the language listed on the license. Note: If there is a language barrier, the Site Security Team in its sole discretion will determine if they pose a safety hazard and may turn such On-site Personnel away.
3. The driver is familiar with the facility roads and speed limits before being permitted to enter.
4. The driver takes the most direct route to their destination(s) and stays on the roads designated on a Facilities map. Note: If a Facilities map is unavailable, the Site Security Team will issue verbal instructions to ensure drivers are aware of the designated route.
5. The appropriate Company department is notified of the vehicles' arrival and that it has been cleared to proceed to its intended destination.

Company shall have the right to inspect any person, their personal effects, or their vehicle for illegal or unauthorized drugs, intoxicating beverages, firearms, weapons or Company property at all times. At Company's discretion, without notice, Company representatives shall have the unqualified right to demand identification of or inspect all persons and all vehicles entering or leaving the Site or Facilities. Any illegal drugs, intoxicating beverages, firearms, weapons or Company property discovered as a result of any inspection may be confiscated and may be turned over to the appropriate law enforcement officials. Any On-Site Personnel refusing to submit to such inspections will be denied access to Company's Site and Facilities without prejudice or cost to Company. Such denied On-Site Personnel will be barred from entering Company's Site until approval is secured from an authorized Company representative. The incident of refusal will be reported to the Supplier's supervisor for appropriate action.

Supplier shall maintain, and make available to Company on Company's request, an up-to-date list of all Supplier Personnel working on Site as well as an inventory of Materials and Chemicals brought to any Site or Facilities. Although the Company has guard services, the same are not intended to (and do not) cover Supplier, or Supplier Personnel or their property, and Supplier shall be fully responsible for the same. Company shall not be deemed a warehouseman and no bailment obligation whatsoever on Company is express or implied. Supplier shall be fully responsible for Company-furnished Materials or Chemicals in the possession of Supplier or Supplier Personnel. Approved Materials or Chemicals leaving the Site must have an appropriate written pass issued by Company.

Designated parking areas for all Supplier Personnel have been established, and Supplier Personnel access shall be restricted to the immediate areas designated by Company, such as the work area, access points, and rest locations. Certain individuals authorized specifically by Company may drive vehicles onto the Site and may enter and leave through the Site's main gate at times designated by Company. There may be areas within the Site which are restricted. Before entering these areas, Supplier shall obtain prior consent from their Company contact or a Company-authorized representative. Any individual found in restricted areas without Company's consent shall be subject to expulsion from the Site and may be subject to civil or criminal penalties. Any access to a Site between the hours of 4:00 PM and 7:00 AM local time during the workweek, and during all hours on holidays and weekends, shall be subject to the prior consent of Company. Supplier shall follow the procedure designated by Company in obtaining consent for access to the Facilities or Site at other than during its normal Work hours authorized by Company.

To facilitate compliance with these provisions herein, Supplier shall take the following measures to ensure that all On-Site Personnel are aware of and fully understand this SSTC:

1. ADVISE ALL ON-SITE PERSONNEL OF COMPANY'S POLICY REGARDING INSPECTION WITHOUT PRIOR NOTICE AND SUBSEQUENT BANNING OF ANY PERSON FROM COMPANY'S PREMISES IF THEY VIOLATE THIS SSTC OR REFUSE TO SUBMIT TO AN INSPECTION.
2. PROVIDE EACH ON-SITE PERSONNEL A COPY OF THIS STCC FOR THEIR REVIEW.

**ARTICLE 17. Discretionary Use of Supplier's Services.** Use of Supplier's services is completely at the sole discretion of Company. Unless expressly stated otherwise by written agreement between Supplier and Company, nothing in this STCC shall impose a duty or obligation on the part Company for continued use or performance of Supplier's services or the Work. Supplier recognizes and acknowledges that conflicts in scheduling, changing business needs, changes in Laws, Facilities or Site requirements and technical difficulties may impose limitations on the duration of Company's use or performance of Supplier's services or Work.

**ARTICLE 18. Construction; Additional Terms and Conditions.** The headings contained in this SSTC do not form a substantive part hereof and shall not be construed to limit or otherwise modify its provisions. Company and Supplier agree that this SSTC shall not be construed against either party by virtue of the fact that such party was a drafting party. Whenever the context hereof shall so require, the singular shall include the plural, and whenever the word "or" is used in this Agreement, it shall not be deemed to be exclusive. Company reserves the right to add to, modify, update, re-post or delete this SSTC or its Exhibits.

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## EXHIBITS TO SITE-SPECIFIC TERMS AND CONDITIONS



EXHIBIT A



Exhibit B



Exhibit C