



## TERMS AND CONDITIONS FOR NORTH AMERICA SERVICES

- 1. Scope of Work:** This document establishes the general terms and conditions that Air Products and Chemicals, Inc. (Buyer) and the company performing the Scope of Work (Seller) wish to utilize for Buyer's purchase from Seller of certain work to be performed as specified in each Contract ("Services"). Seller shall perform or cause to be performed the Services by one or more Affiliates of Seller and/or one or more Subcontractor. Buyer reserves the right to approve all subcontractors used by Seller in the performance of Services hereunder. The parties agree to utilize these terms and conditions with respect to a specific scope of work for Services by referencing this Master Agreement in the applicable Purchase Order issued by Air Products to Seller. Each Purchase Order issued hereunder referencing this Master Agreement, along with any attachments to the Purchase Order and this Master Agreement, will form an individual contract between Buyer and Seller (each herein a "Contract"). The parties agree that the Purchase Order is for administrative purposes only to define the services purchased, scope of work, price, location, timing and similar matters related to the Services. This Master Agreement shall exclusively govern the legal terms and conditions related to a Contract formed hereunder. The terms and conditions outlined herein may be amended in the Purchase Order provided, however, that this Master Agreement and the clause to be amended are specifically referenced in the Purchase Order. In case of any conflicts, the order of precedence shall be (1) the Purchase Order; (2) any attachments to the Purchase Order; (3) this Master Agreement.
- 2. Term:**

  - 2.1 This Master Agreement shall be effective as of the date above and will continue until terminated by either party upon not less than thirty (30) days' prior written notice of termination. Termination of this Master Agreement shall not terminate any Contract then outstanding or in progress unless the Contract is so terminated in accordance with Section 2.2. The terms of this Master Agreement shall continue to apply to any Contract outstanding or in progress at the time of termination.
  - 2.2 Either party may terminate a Contract governed hereby upon fifteen (15) calendar days written notice to the other party, provided that Seller shall not be permitted to terminate a Contract for convenience within thirty (30) calendar days of the anticipated performance of the Services. If a Contract is terminated by Buyer for convenience, Seller shall be compensated for its actual cost for all Services satisfactorily performed up to the time of termination, and reasonable costs incurred as a result of termination. If a Contract is terminated by Seller for convenience, Seller shall be compensated for its actual cost for all Services satisfactorily performed up to the time of termination. Termination as to a particular Contract shall not terminate this Master Agreement or any other Contract then in progress.
- 3. Obligations of Buyer:** Buyer shall provide: a liaison with Seller's personnel to communicate matters regarding the work to be performed by Seller as set forth in the applicable Purchase Order; a safe work area at Buyer's location (the "Designated Location" identified in the Contract); and reasonable access to the location(s) where work is to be performed.
- 4. Price and Terms of Payment:** The price for the Services provided by Seller shall in each case be as agreed by Buyer and Seller as set forth in the applicable Contract. Unless otherwise specified in the Contract, all invoices shall be paid on a net forty-five (45) day basis with a discount of 2% for payment within 10 days, and if the work duration exceeds 45 days, unless otherwise stated on the purchase order, Seller may submit monthly invoices.
- 5. Safety:** It is the policy of Buyer to provide for the safety, health, and environment of its employees and the employees of Seller who may visit the Designated Location to perform the Services. Seller's employees visiting the Designated Location shall follow all established health and safety policies and procedures implemented by Buyer applicable at the Designated Location, including but not limited to Buyer's Code of Conduct available at [www.airproducts.com](http://www.airproducts.com), and advise Buyer of any potential hazards which they believe may prevent the performance of their tasks in a safe manner. Buyer may terminate a Contract with immediate effect and without liability to Seller if it has a reasonable basis to believe that Seller's employees are violating Buyer's policies and procedures applicable at the Designated Location.

  - 5.1 Clean-up – Seller shall at all times keep the Designated Location where the Services are to be performed and adjoining premises free from accumulations of waste material or rubbish caused by its employers or work of any of its Subcontractors, and at the completion of the Services, it shall remove all rubbish from and about the building and all its Subcontractor's tools, scaffolding and surplus materials. In case of a dispute between Seller and its Subcontractors employed on or about the Designated Location as to responsibility for the removal of the rubbish or in the case of a delay in the removal of rubbish as herein required, Buyer may remove the rubbish and charge the cost to the Seller.
  - 5.2 Employees – Seller shall not employ at the Designated Location for the performance of the Services any unfit person or anyone not skilled in the performance of the Services assigned to it and shall devote only its best-qualified personnel to work on this Master Agreement. Should Buyer deem anyone employed by Seller on the performance of the Services incompetent or unfit or unqualified, Buyer shall inform Seller of such, and Seller shall immediately remove such person from work under this Master Agreement and Seller shall not again, without written permission of Buyer, assign such removed person to work under this Master Agreement.
  - 5.3 Safety, Health, and Fire Protection – Seller shall take all reasonable precautions in the performance of the Services under this Master Agreement to protect the health and safety of employees and members of the public and to minimize danger from all regards to life and property, and shall comply with all health, safety and fire protection regulations and requirements (including reporting requirements) of Buyer.
- 6. Warranties:**

  - 6.1 Seller expressly guarantees and warrants that all workmanship and Services performed or furnished under this Master Agreement will conform to the specifications, drawings, samples, quotations and other descriptions furnished by Seller to Buyer and with all applicable terms, provisions and requirements of the Contract. Seller warrants that the Services will be performed by employees properly trained and skilled in the work performed and that they possess any applicable licenses, permits or certifications necessary to perform the Services. Seller agrees to, and shall immediately upon demand of Buyer, and at the cost and expense of the Seller, repair and/or replace in a manner satisfactory to Buyer, any and all Services furnished by the Seller which are defective due to faulty workmanship, appearing within one (1) year from the completion of the Services hereunder, its acceptance, or the initial operation of the plant, equipment or other matters related to the Services, whichever is later; and in connection with such repair and/or replacement Seller shall make good all damage caused to other Services due to such required replacement and/or repair. Seller shall be responsible for any costs or liability incurred by Buyer relating to the defective performance of Services hereunder. Any repair or replacement services shall be warranted by Seller as provided herein for twelve (12) months from the date of completion of the repair or replacement services.
  - 6.2 If Seller is unable to correct any breach of warranty or defective Services as provided herein within a reasonable period of time as determined by Buyer, Buyer shall have the right to procure replacement Services from another Seller at Seller's sole cost and expense.
- 7. Indemnity and Limitation of Liability:**

- 7.1 SELLER SHALL INDEMNIFY AND DEFEND BUYER, AND ITS RESPECTIVE PARENT, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND REPRESENTATIVES (THE "INDEMNIFIED PARTIES") AND HOLD EACH OF THEM HARMLESS FROM ANY AND ALL LOSS, LIABILITY, FINE, PENALTY, CHARGE, COST, EXPENSE, CLAIM, ACTION OR SUIT, INCLUDING ATTORNEYS' FEES AND COSTS (HEREIN "LOSSES") FOR INJURY OR DEATH OF ANY PERSONS, OR FOR DAMAGE TO PROPERTY, INCLUDING THE PROPERTY OF THE INDEMNIFIED PARTIES, RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS MASTER AGREEMENT BY SELLER AND ITS SUBCONTRACTORS, PROVIDED THAT SELLER SHALL NOT BE LIABLE TO INDEMNIFY BUYER FOR LOSSES RESULTING FROM BUYER'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT. SELLER SHALL BE RESPONSIBLE FOR, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS BUYER FOR, THE ACTS AND OMISSIONS OF ITS SUBCONTRACTORS AS IF SUCH ACTS AND OMISSIONS WERE PERFORMED BY SELLER.
- 7.2 SELLER SHALL INDEMNIFY AND DEFEND BUYER AND/OR THE INDEMNIFIED PARTIES AND HOLD EACH OF THEM HARMLESS FROM ANY AND ALL LOSSES ARISING OUT OF OR RELATING TO ANY CLAIM BROUGHT BY THIRD PARTIES AGAINST BUYER AND/OR ANY INDEMNIFIED PARTY ALLEGING THAT ANY SERVICES OR RELATED DELIVERABLE HEREUNDER INFRINGES OR VIOLATES SUCH THIRD PARTY'S INTELLECTUAL PROPERTY, INCLUDING TRADE SECRETS, PROPRIETARY INFORMATION, TRADEMARK, COPYRIGHT, OR PATENT RIGHTS. BUYER SHALL NOTIFY SELLER OF ANY SUCH CLAIM IN WRITING AND SHALL PROVIDE REASONABLE ASSISTANCE TO SELLER TO DEFEND AGAINST SUCH CLAIM. SELLER'S INDEMNITY AND OTHER OBLIGATIONS CONTAINED IN THIS SECTION 7.2 SHALL NOT APPLY: (I) WHEN THE SERVICES OR RELATED DELIVERABLE WERE SPECIFICALLY PROVIDED IN ACCORDANCE WITH ANY TECHNICAL INFORMATION, DRAWINGS, EQUIPMENT OR PROCESSES SUPPLIED OR SPECIFIED BY BUYER OR ITS REPRESENTATIVE; OR (II) WHEN THE SERVICES OR RELATED DELIVERABLE ARE MODIFIED BY BUYER OR ANY OTHER PERSON ON BUYER'S BEHALF WHEN SUCH MODIFICATION WAS NOT AUTHORIZED BY BY SELLER.
- 7.3 Seller's Insurance Requirements: The Seller agrees to furnish, prior to starting work, insurance certificate(s) on the forms furnished by Buyer showing evidence of full compliance for the complete duration of the job with the requirements established under the Insurance Coverage Requirements, which are attached hereto as Exhibit A. Buyer shall be named as additional insured and such must be clearly stated on the face of the certificate provided. The Seller further agrees that it will be responsible for compliance with the Insurance Requirements by its subcontractors, agents and suppliers performing Services hereunder.
8. **Force Majeure:** Neither party hereto shall be considered in default in the performance of its obligations hereunder or be liable in damages or otherwise for any failure or delay in performance which is due to strikes, lockouts, concerted acts of workers or other industrial disturbances; fires, explosions, floods, or other natural catastrophes, epidemics or pandemics; civil disturbance, riots or armed conflict whether declared or undeclared; acts of God; embargoes; or any other cause similar to any of the causes or categories described and which is beyond the reasonable control of the party affected. Neither party hereto shall be required to make any concession or grant any demand or request to bring to an end any strike or other concerted act of workers.
9. **Taxes:** The prices for Services (and materials ancillary to the Services) are fixed for the duration of the Contract and includes any and all taxes that may be levied as a result of the transactions contemplated in the Contract, other than taxes measured by the income or net worth of Seller.
10. **Confidentiality:**
- 10.1 "Confidential Information" means nonpublic information that a party to this Agreement ("Disclosing Party") designates as being confidential to the party that receives such information ("Receiving Party") or which, under the circumstances surrounding the disclosure or the information contained therein, ought to be treated as confidential by the Receiving Party. "Confidential Information" includes, without limitation, any information (whether written, oral, visual or fixed in any tangible or intangible medium of expression) relating to and/or including the Disclosing Party's business and marketing plans; past, present and prospective customer lists; pricing and marketing policies, practices and models; financial information; software and hardware products; business policies and practices; and other operating, financial, employment, safety and compliance policies and practices. Except as otherwise indicated in this Agreement, the term "Disclosing Party" includes all Affiliates of the Disclosing Party and the term "Receiving Party" includes all Affiliates of the Receiving Party. An "Affiliate" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, controls, is controlled by, or is under common control with a party.
- 10.2 Confidential Information shall not include any information, however designated, that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing Party; (ii) became known to Receiving Party prior to Disclosing Party's disclosure of such information, as evidenced by Receiving Party's written records; (iii) was disclosed to Receiving Party without restriction by a third party having the lawful right to make such disclosure without breaching an obligation of confidentiality owed to Disclosing Party; or (iv) is developed by Receiving Party independent of the Disclosing Party's confidential information disclosed hereunder.
- 10.3 Receiving Party shall refrain from, directly or indirectly, disclosing any Confidential Information of the Disclosing Party to any third party, shall limit its use of any such Confidential Information to the performance of this Agreement, and shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep the Confidential Information of the Disclosing Party confidential. The Receiving Party shall further refrain from disclosing, reproducing, summarizing and/or distributing Confidential Information of the Disclosing Party except in furtherance of Receiving Party's business relationship with Disclosing Party as described herein, and only as otherwise provided hereunder. The Receiving Party may disclose Confidential Information only to Receiving Party's employees on a need to know basis and in furtherance of the provision of Services as provided herein.
- 10.4 Receiving Party may disclose Confidential Information of Disclosing Party in accordance with a judicial or other governmental order, provided that Receiving Party gives the undersigned Disclosing Party reasonable notice prior to such disclosure to allow Disclosing Party a reasonable opportunity to seek a protective order or equivalent relief.
- 10.5 All Confidential Information is and shall remain the property of Disclosing Party. By disclosing Confidential Information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein. Disclosing Party reserves without prejudice the ability to protect its rights under any such patents, copyrights, trademarks, or trade secrets.
- 10.6 Upon request of the Disclosing Party, the Receiving Party will forward to the Disclosing Party all extant documents or other tangible forms of Confidential Information received from the Disclosing Party, (Confidential Information incorporated into the Receiving Party's own records shall be destroyed or erased), except that the Receiving Party may retain in the location required by its policy or legal counsel one copy of written information for record purposes only.
- 10.7 The confidentiality obligations set forth in this Section 10 shall survive the expiration of this Agreement or any extension(s) thereof.

## 11. General Provisions:

- 11.1 Each Contract, together with this Master Agreement which is incorporated by reference therein, constitutes the entire agreement between the parties relating to the subject matter of such Contract. This Master Agreement and each Contract is subject to acceptance by a duly authorized representative of Buyer. Seller shall be deemed to have accepted and agreed to any Purchase Order issued hereunder on the date of the issuance of its order acknowledgment or its commencement of any work relating to the provision of Services hereunder, whichever shall first occur. No terms and conditions in any form of order acknowledgment or other acceptance forms of Seller, even if referencing this Master Agreement or such Contract, shall add to, delete from or otherwise alter the terms hereof or of any Contract. No modification or waiver of this Master Agreement or any Contract shall bind Buyer unless in writing and signed and accepted by Buyer, with the exception of modifications to this Master Agreement appropriately implemented in accordance with Section 1 herein.
- 11.2 Seller acknowledge that products, software, and technical information (including, but not limited to, Service, technical assistance and training) provided under this Master Agreement may be subject to import and export laws and regulations of the United States of America and other countries. Seller warrants that all such products, software and technical information was procured by Seller in compliance with all such import or export laws, rules and regulations. Upon request, Seller shall promptly provide, free of charge; a Certificate of Origin; if U.S. origin a Manufacturer's Affidavit; or, if qualified, a Free Trade Certificate of Origin, in each case which states that the goods or Services originate in a beneficiary trade country or qualifies for preferential treatment (e.g. Free Trade Agreement Certificates, Long Term Supplier Declarations).
- 11.3 Neither this Master Agreement nor any Contract may be assigned by Seller without the prior written consent of Buyer. No permitted assignment of this Master Agreement or any Contract shall relieve the assignor or any of its obligations or liabilities hereunder. Any assignment in violation of this section shall be void.
- 11.4 If any provision of this Master Agreement or any Contract is held invalid by any court of competent jurisdiction or applicable government agency, all other provisions thereof shall continue in full force and effect.
- 11.5 No waiver of any right or failure to exercise any remedy with respect to any matter or event subject to this Master Agreement or a Contract shall be deemed to be a waiver of such right or remedy with respect to any other matter or event, or to constitute a precedent for purposes of interpretation of this Master Agreement or any Contract.
- 11.6 This Master Agreement and each Contract shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, U.S.A., without giving effect to its conflicts of law provisions. Venue with respect to any claim relating to the applicability, enforcement or interpretation of this Master Agreement or any Contract shall be located exclusively within the federal and state courts within the geography of the United States District Court for the Eastern District of Pennsylvania. The parties agree to the personal jurisdiction of such courts. The parties must bring any claim in the respective party's individual capacity, and not as a plaintiff or a class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MASTER AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS MASTER AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.
- 11.7 This Master Agreement may be executed in one or more counterparts all of which will be deemed an original and all of which taken together will constitute one and the same instrument. Electronic documents and signatures will be permitted in substitution for paper-based documents and signatures. The parties represent and acknowledge that they both have participated in the preparation and drafting of this Master Agreement and any Contract hereunder, and have each given their approval to all of the language contained in this Master Agreement and Contract, and it is expressly agreed and acknowledged that if either party later claims that there is an ambiguity in the language of this Master Agreement or any Contract, there shall be no presumption that such ambiguity be construed for or against either party hereto.
- 11.8 Seller agrees to comply with all laws, rules and regulations, including but not limited to all anti-bribery and anti-corruption laws, rules and regulations, that may be applicable to the transactions contemplated herein.
- 11.9 Seller shall not publicize or market its relationship with Buyer, nor disclose the existence of this Agreement to third parties, nor use any Buyer trademarks, logos, likeness, or name, without the prior written consent of Buyer.
- 11.10 Seller shall abide by the Air Products' Human Rights Policy and all applicable national laws and international treaties concerning human rights, labor rights, and human trafficking and slavery. Consistent with the United Nations Universal Declaration of Human Rights and the International Labor Organization's Declaration on Fundamental Principles and Rights at Work, Seller shall endeavor to prevent, mitigate, and account for the impacts of its activities in connection with the transactions contemplated by the Purchase Order on the human rights of individuals directly or indirectly affected by their supply chains.

Buyer reserves the right to conduct a due diligence review to confirm Seller's compliance with this Section 11.10. Seller shall cooperate with any reasonable due diligence requests of Buyer. If Buyer is not satisfied that Seller is in compliance with this Section 11.10, Buyer reserves the right to suspend or terminate the Purchase Order. Buyer does not assume a duty under this Section 11.10 to monitor Seller including, without limitation, for compliance with laws or standards regarding working conditions, pay, hours, discrimination, forced labor, or child labor.

## 12. Changes Extras and Claims:

A. Buyer may, at any time, by a written agreement duly signed by Buyer's designated representative and without notice to any sureties, make any changes in, additions to or deletions from the work to be performed under this Agreement provided that such changes, additions or deletions are reasonably related to the original scope of the work hereunder. If any such changes, additions or deletions so ordered cause an increase or decrease in the cost to the Seller of its performance hereunder or in the time required for performance, an equitable adjustment shall be made on the basis of such increase or decrease and this Agreement shall be modified in writing accordingly; provided, that (a) in the case of any addition to or deletion from any portion or portions of the work for which a unit price is specified in this Agreement, any such addition or deletion shall be made solely on the basis of such unit price, (b) in case of any addition to any portion or portions of the work for which no unit price is established, the increase in the consideration payable hereunder, if any, shall be on the basis of a mutually agreed upon fixed price, or on the basis of a time and material charge as provided in the Agreement

and (c) in case of any deletion to any portion or portions of the work for which no unit price is established, Buyer shall be entitled to a credit based upon the resulting decrease in the Seller's costs of performance hereunder, without any deduction from such credit on account of any loss by the Seller of any expected or anticipated profits, whether or not relating to the deleted work, any claim for which the Seller hereby expressly waives and releases. In the event Buyer and Seller cannot agree to a mutually acceptable fixed price as described in (b) above, a guaranteed maximum price will be established by Buyer in writing and the Seller shall perform the work on a time and material basis, however, Buyer shall in no event be liable for any amount in excess of the guaranteed maximum price as established or modified by Buyer in writing.

B. Any claim by the Seller for an adjustment under this Article must be asserted in writing within ten (10) calendar days from the date a change is ordered. Even though the parties may fail to agree upon the extent or amount of adjustment hereunder, the Seller shall nevertheless proceed promptly and diligently with the prosecution of the work as so changed; provided however, that Seller shall not be deemed to prejudice its claims to an adjustment by so proceeding. If Seller desires to submit a claim for an adjustment under this Article for some reason other than a change in the scope of work, including but not limited to claims for delay, acceleration or productivity impacts, notice of Seller's intent to make such claim shall be made within ten (10) calendar days from the date Seller intends to allege that the work was impacted.

C. If any extra, additional or different work is performed by the Seller without a previous written Agreement therefore, signed by Buyer's duly authorized representative, no addition to the consideration provided in this Agreement shall be made on account of such extra, additional or different work, and the Seller shall be conclusively deemed to have waived and released any claim for extra or additional compensation therefore, or for any damages in connection therewith.

### 13. Anti-Corruption / Code of Conduct

13.1 Seller represents, warrants, and covenants, on behalf of itself and the Seller Group (defined below):

13.1.1 Seller has read, understands, and will comply with all Anti-Corruption Laws. "**Anti-Corruption Laws**" mean any applicable foreign or domestic anti-bribery and anti-corruption laws, regulations, rules, or orders, as amended from time to time, and shall always include for purposes of this Agreement the U.S. Foreign Corrupt Practices Act ("**FCPA**") and UK Bribery Act 2010 ("**UKBA**") as each may be amended irrespective of the location of any performance or nationality or residence of the parties.

13.1.2 No employee, officer, director, representative or agent of Seller, or of any of Seller's parents, subsidiaries, partners, or affiliates (collectively, the "**Seller Group**"), is a "Government Official or Entity". "**Government Official or Entity**" shall include any governmental, military, political or public international organization or entity, or any department, subdivision, agency, or instrumentality of the same, including any state or government-owned or controlled business or entity, any political party, or any officer, employee, or candidate for office of any of the foregoing, or any person acting for or on behalf of any of the foregoing.

13.1.3 Seller Group has not and will not, directly or indirectly, pay, give, promise, or offer (or authorize any of the foregoing) any money, gifts or anything of value to any Governmental Official or Entity or to any other person, or accept or receive any money, gifts, or anything of value, for purposes of: obtaining or retaining business for or with, or directing business to, any person, including, without limitation, Buyer (or its affiliates or agents); influencing any official act, decision or omission of any Government Official or Entity; inducing any Government Official or Entity to do or omit to do any act in violation of its lawful duty; or securing any improper advantage.

13.1.4 Except as previously disclosed by Seller to Buyer in writing, (i) there have been no accusations, allegations, claims, investigations, informal inquiries, indictments, prosecutions, charges, or other enforcement actions against the Seller Group relating to bribery, corruption, money laundering, fraud, obstruction of justice, racketeering, or any other legal or ethical violation, and (ii) Seller Group has never violated any Anti-Corruption Law or caused any other party to be in violation of any Anti-Corruption Law.

13.1.5 Seller shall promptly notify Buyer in writing in the event that any of the foregoing representations or warranties are not true or are no longer true, or in the event of a breach of any of the foregoing representations, warranties, and covenants. Seller shall reaffirm compliance in writing if requested by Buyer at any time.

13.2 Seller will maintain financial books and records that timely, completely, fairly and accurately reflect in reasonable detail all financial transactions, in accordance with all applicable laws, including the Anti-Corruption Laws, and shall maintain such books and records for at least three years after the expiration or termination of the Purchase Order, and Seller agrees that Buyer, or its outside auditors, shall be permitted upon request to audit Seller's books, accounts, records and invoices and accompanying documentation for compliance with any applicable Anti-Corruption Laws. Seller agrees to cooperate fully in any audit or in connection with any investigation regarding any potential violations of the Anti-Corruption Laws in connection with the Purchase Order.

13.3 Seller shall ensure that all members of the Seller Group comply with the covenants in this Section. Seller additionally agrees that it shall "flow down", for the express benefit of Buyer (and its affiliates), all of the provisions in this Section to any Seller or subcontractor of the Seller performing work in relation to the Purchase Order. Seller shall ensure that any such Seller or subcontractor agrees to comply with and be bound by the provisions of this Section, and Seller shall be liable to Buyer (and its affiliates) for any violations, breach, or non-compliance by any of Seller's vendors or subcontractors.

13.4 Seller understands and agrees that any misrepresentation, breach, or violation under this Section shall constitute a material breach of the Purchase Order entitling Buyer to terminate the Purchase Order for cause and to withhold further performance without prejudice to any other rights or remedies available under the Purchase Order or at law or in equity. Buyer may also suspend performance or withhold payments if it has a good faith belief that Seller has violated, intends to violate, or may have violated any Anti-Corruption Laws. SELLER SHALL DEFEND, INDEMNIFY AND HOLD BUYER (AND ITS AFFILIATES) HARMLESS FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, PENALTIES OR DAMAGES OF ANY KIND, INCLUDING ATTORNEY FEES, ARISING FROM OR RELATING TO ANY MISREPRESENTATION, VIOLATION OR BREACH BY SELLER OR ANY MEMBER OF THE SELLER GROUP OR ANY PERSON OR ENTITY ACTING ON THEIR BEHALF OF ANY OF THE PROVISIONS UNDER THIS SECTION.

13.5 Seller agrees to abide by Buyer's Code of Conduct in connection with the transactions contemplated by the Purchase Order and in its dealings with Buyer. The Buyer's Code of Conduct is available for review by accessing [www.airproducts.com/codeofconduct](http://www.airproducts.com/codeofconduct).

13.6 Seller shall abide by the Air Products' Human Rights Policy and all applicable national laws and international treaties concerning human rights, labor rights, and human trafficking and slavery. Consistent with the United Nations Universal Declaration of Human Rights and the International Labor Organization's Declaration on Fundamental Principles and Rights at Work, Seller shall endeavor to prevent, mitigate, and account for the impacts of its activities in connection with the transactions contemplated by the Purchase Order on the human rights of individuals directly or indirectly affected by their supply chains.

Air Products' Human Rights Policy is at the following link: <https://www.airproducts.com/company/governance/commitment-to-ethical-business/human-rights>

Buyer reserves the right to conduct a due diligence review to confirm Seller's compliance with this Section 13.6. Seller shall cooperate with any reasonable due diligence requests of Buyer. If Buyer is not satisfied that Seller is in compliance with this Section 13.6, Buyer reserves the right to suspend or terminate the Purchase Order. Buyer does not assume a duty under this Section 13.6 to monitor Seller including, without limitation, for compliance with laws or standards regarding working conditions, pay, hours, discrimination, forced labor, or child labor.

13.6 The Seller warrants that it shall comply at all times with its obligations under applicable privacy and data protection laws in any specific country.



## EXHIBIT A INSURANCE COVERAGE REQUIREMENTS

Unless otherwise agreed in writing, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of work, insurance coverages with limits, which may be a combination of primary and excess, not less than those set forth below with insurers and policy forms satisfactory to Air Products and Chemicals, Inc. or its affiliates (hereafter collectively "Air Products"). Air Products makes no representation that the minimum limits or coverage types which it requires are adequate to protect Contractor. If Contractor provides coverage through claims made policies, preapproval is required before bids will be accepted.

1. **Workers' Compensation** As required by any applicable state or federal law or regulation including the United States Longshoremen's and Harbor Workers' Compensation Act, the Jones Act and Admiralty or Maritime Law.
2. **Employer's Liability** \$1,000,000 each occurrence, including occupational disease.
3. **Commercial General Liability** Combined single limits of liability for bodily injury or property damage, including personal injury and advertising injury:  
  
\$2,000,000 each occurrence  
\$2,000,000 Personal and Advertising injury each offense or act or related series of offenses or acts.  
  
The General Aggregate and the Products Completed Operations Aggregate limits shall each be \$4,000,000. Coverages not specified above may be equal or less than each occurrence limit.
4. **Automobile Liability, with Contractual Liability Coverage** Combined single limit of liability of \$1,000,000 each occurrence for bodily injury or property damage for all owned, hired, and non-owned automobiles, which term shall include any land motor vehicle, trailer, or semitrailer designed for travel on public roads but excluding mobile equipment.

**Air Products and Chemicals, Inc., its Affiliates, and Employees (hereafter collectively "Air Products") shall be made Additional Insureds (per Additional Insured Endorsement CG 20 38 04 13) on the above policy 3, and shall be given thirty (30) days' notice in the event of cancellation or nonrenewal of any policy.** An Acord form, or Insurance Company or Broker form (Insurance Certificate) evidencing the required coverage shall be submitted prior to commencing work under the Contract. **A waiver of subrogation in favor of Air Products shall be obtained from Contractor's Workers' Compensation and Employer's Liability insurer.** Contractor shall cause its lower-tier contractors at the jobsite to obtain and maintain insurance policies to protect Air Products in accordance with the above requirements.

All insurance provided by Contractor and its lower-tier contractors shall be primary and any similar insurance maintained by Air Products shall be excess thereof and not contributing with Contractor's or its lower-tier contractors' insurance. The insurance required to be maintained by Contractor herein shall not limit any obligation or liability which is the responsibility of Contractor under any related Contract or Agreement.