

TERMS AND CONDITIONS OF PURCHASE FOR SERVICES

1. **General.** These terms and conditions of purchase for services (these “Terms”) are incorporated into and supplement one or more purchase orders for services (the “Order”) issued by FMC Corporation and/or one or more of its affiliated entities, as the case may be (“Buyer”), to the service provider specified on the Order (“Service Provider”). The term “Agreement” is used in these Terms to refer, collectively, to these Terms and to the Order to which these Terms relate. Any terms and conditions on any Service Provider quote, proposal, or other document are hereby expressly rejected in fully. This Agreement represents an offer from Buyer to Seller which Seller may only accept pursuant to the Terms. Service Provider’s acknowledgement of the Order or rendering of any services described in the Order (the “Services”) shall constitute its acceptance of these Terms. The Agreement sets forth the entire agreement between Buyer and Service Provider with respect to the subject matter of the Agreement and supersedes all prior and contemporaneous understandings, negotiations, and dealings between them. The Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party. Neither course of performance, course of dealing, usage of trade, nor oral promise shall be used to qualify, explain, or supplement any of the terms of the Agreement. Any terms and conditions that are different from or inconsistent with these Terms are rejected unless expressly agreed to by Buyer in writing. In the event that Buyer and Seller have entered into a separate agreement that covers the subject matter set forth in the Order, such separate agreement shall govern the Order in lieu of these Terms.

2. **Services.** Service Provider shall perform the Services and shall provide the deliverables, if any, described in the Order. Service Provider understands and acknowledges that time is of the essence with respect to Service Provider’s obligations under the Order and that prompt and timely performance of all such obligations, including all timetables, project milestones, and other requirements is strictly required.

3. **Subcontractors.** Service Provider may engage subcontractors (“Subcontractors”) to perform the Services, provided Service Provider notifies Buyer in advance and obtains Buyer’s prior written consent. Service Provider shall ensure that any Subcontractor is bound by terms and conditions no less protective of FMC than these Terms. Service Provider shall remain liable for all acts or omissions of each Subcontractor and their employees as though they were acts or omissions of Service Provider. Nothing contained herein shall create any contractual relation between any Subcontractor and Buyer.

4. **Representations and Warranties.** Service Provider warrants that Service Provider shall: (i) perform the Services using such standards of skill, care, and diligence as normally provided by a professional in the performance of similar services, (ii) provide the necessary supervision, qualified personnel, equipment, materials, systems, standards and procedures to perform the Services, and (iii) comply with all laws, codes, regulations and standards applicable to such Services and that Service Provider will obtain, at no expense to Buyer, all necessary licenses and/or permits in connection with Service Provider’s performance of the Services. Service Provider represents and warrants that the Services and any deliverables shall conform to the specifications and/or requirements set forth in the Order. Service Provider represents and warrants that the Services and any deliverables do not and will not infringe upon any patent, copyright, trademark, trade secret, or other intellectual property right of any third party. All Services and deliverables shall be subject to inspection, examination and testing by Buyer at any reasonable time. In addition to all other available legal rights and remedies, Buyer shall have the right to reject any portion of the Services or deliverables that is defective or does not conform with any of the requirements of the Agreement and Service Provider, at Buyer’s option, shall either refund the amount Buyer paid for such Services or deliverables or fix and/or replace such Services or deliverables at Service Provider’s sole expense.

5. **Onsite Services.** To the extent any of the Services will be provided by Service Provider onsite at a Buyer facility, (i) Service Provider represents that it has had the opportunity to examine the conditions over, in, and under the area where the Services are to be performed before acknowledgment and acceptance of the Agreement and agrees not to make a claim for extra expenses or otherwise as a result of any onsite conditions, (ii) Service Provider shall comply with, and ensure that all Service Provider personnel comply with, all rules, regulations, and policies of Buyer that are communicated to Service Provider, including security procedures and general health and safety practices, procedures, and requirements,

and (iii) Service Provider shall at all times keep Buyer’s facilities clean and leave them in good order and condition.

6. **Payment.** Service Provider’s compensation for the Services shall be specified in the Order. All payments by Buyer to Service Provider shall be subject to Service Provider submitting to Buyer an invoice for such payment. Subject to Buyer’s setoff or recoupment, Buyer shall pay all undisputed invoices within the timeframe set forth in an Order or as specifically provided for in an executed agreement between the parties. Any conversion between currencies for payment purposes shall be done at a market rate quoted by a publicly-available market source chosen by FMC. It shall be Service Provider’s responsibility to resolve or mitigate any currency restrictions that prevent Buyer from making timely payment.

7. **Term.** The Agreement shall commence on the date of the Order and shall continue for so long as the Services are performed, unless otherwise terminated as specified in the Agreement.

8. **Termination.** During the term of the Agreement, Buyer may terminate the Agreement for any reason by providing at least five (5) days’ prior written, electronic, or telegraphic notice to Service Provider. Service Provider shall immediately cease the applicable Services upon expiration of the foregoing notice period. Buyer may immediately terminate the Agreement if Service Provider fails to perform or comply in any respect with any term, condition, or covenant under the Agreement. In such event, Buyer shall thereafter have the right to complete the Services or such portion of the Services as Buyer may determine, and Service Provider shall be responsible for any additional expenses incurred by Buyer in doing so. Upon expiration or termination of the Agreement, Buyer shall have no obligation to compensate Service Provider other than for the unpaid Services actually performed and expenses actually incurred by Service Provider in accordance with the Agreement prior to the date of expiration or termination. Any provisions of the Agreement that by their nature are intended to survive the expiration or termination of the Agreement shall remain in full force and effect after such expiration or termination.

9. **Indemnity.** Service Provider shall indemnify, defend, and hold Buyer and its affiliates and its and their officers, directors, members, representatives, agents, and employees harmless from and against all claims, liabilities, damages, penalties, judgments, assessments, losses, joint or several, and expenses (including reasonable attorneys’ fees), arising out of or relating to any act or omission of Service Provider or its Subcontractors, including, without limitation, (i) Service Provider’s or its Subcontractors’ performance of the Services, (ii) Service Provider’s or its Subcontractors’ breach of any representation, warranty, covenant, or agreement contained in the Agreement, (iii) Service Provider’s or its employees’, agents, Subcontractors’ or affiliates’ failure to adhere strictly to Buyer’s safety procedures and processes, and/or (iv) the negligence, recklessness, or willful misconduct of Service Provider, and/or its employees, agents, Subcontractors or affiliates. Buyer shall notify Service Provider in writing of any such claim and shall provide such assistance, at Service Provider’s expense, as may be reasonably required in defending the suit or proceeding.

10. **Limitation of Liability.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, BUYER SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF ANY CONTRACT, LOSS OF GOODWILL, LOSS OF OPPORTUNITY, LOSS OF PRODUCTION, REDUCTION IN OUTPUT, COST OF STOPPAGE OR ANY OTHER INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE WHICH MAY BE SUFFERED OR INCURRED BY SERVICE PROVIDER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, GUARANTEE, TORT, STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL BUYER BE RESPONSIBLE TO SERVICE PROVIDER FOR DIRECT DAMAGES IN EXCESS OF THE AMOUNT OF FEES ACTUALLY PAID TO SERVICE PROVIDER UNDER THE APPLICABLE ORDER.

11. **Insurance.** During the term of the Agreement, Service Provider shall maintain insurance coverage of such types and in such amounts as necessary to protect against liabilities that may arise from Service Provider’s performance of the Services, including Service Provider’s indemnification obligations under these Terms. Such policies shall include, at a minimum, workers compensation or

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employer liability insurance, comprehensive general liability insurance, and, if applicable in relation to the Services provided, professional liability insurance and automobile insurance. Upon Buyer's request, Service Provider shall furnish evidence of such insurance to Buyer, in a form acceptable to Buyer. Service Provider shall cause Buyer to be named as "additional insured" in connection with all policies except Service Provider's professional liability and workers' compensation policies. Service Provider waives all rights of recovery or subrogation against Buyer for damages to the extent covered by the insurance obtained pursuant to this Section, whether or not such damage was caused by the negligence, strict liability, or other actions or inactions of Buyer.

12. **Confidentiality.** Service Provider has had and/or may have (prior to and/or after the expiration or termination of the Agreement) access to technical or business information and data (including oral, written, and/or any other information obtained from visual observation) of Buyer ("**Confidential Information**"). Service Provider shall (i) restrict its use of the Confidential Information solely within the scope of the Services provided and shall not permit any other use of the Confidential Information without the prior written consent of Buyer, (ii) not disclose the Confidential Information to any third party without the prior written consent of Buyer, and (iii) limit dissemination of the Confidential Information to employees, agents, and Subcontractors who have a bona fide need to know such Confidential Information solely within the scope of the Services and who are bound by obligations of confidentiality no less protective of Buyer than those herein. Service Provider shall not disclose the existence or terms of the Agreement or any part thereof to any third party without the prior written consent of Buyer. Service Provider shall not include, in whole or in part, any Confidential Information in any patent application without the prior written consent of Buyer. Nothing contained in the Agreement grants to Service Provider the right or license to use the Confidential Information or any of Buyer's technology or intellectual property. These confidentiality obligations shall be binding upon Service Provider for a period of ten (10) years after completion of the Services under the Order.

13. **Intellectual Property.** Unless otherwise specified in the Order, Buyer shall own all right, title and interest in and to any and all inventions, original works of authorship, findings, conclusions, data, discoveries, developments, concepts, materials, improvements, trade secrets, techniques, processes, computer programs, writings, and know-how, whether or not patentable or registrable under copyright or similar laws, which are conceived or reduced to practice by Service Provider solely or jointly with others in the performance of the Services under the Order. Service Provider further acknowledges and agrees that all original works of authorship which are made by Service Provider (solely or jointly with others) in the performance of the Services and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. However, to the extent that any such work may not, by operation of any applicable law, be a work made for hire, Service Provider shall assign, transfer and convey and hereby assigns, transfers and conveys to Buyer and/or its affiliates all of its worldwide right, title and interest in and to such work, including all intellectual property rights therein and appurtenant thereto. Buyer shall have the exclusive right to register the copyright, apply for patent, or otherwise to protect such works.

14. **Taxes.** Unless provided otherwise in the Order, all prices are exclusive of national, provincial, state, local, municipal, or other governmental taxes, duties, levies, fees, excises, or tariffs arising as a result of or in connection with the transactions contemplated under the Order, including any sales, use, or value added taxes (or analogous taxes, if any). Sales, use, or value added taxes (or analogous taxes, if any) shall be separately stated on Service Provider's invoice(s), and Buyer shall pay such taxes at the applicable rate. Buyer may qualify for tax exemptions, in which case Buyer will provide the Service Provider a certificate of exemption or other appropriate documentary proof of exemption. Buyer will have no liability for any taxes based on Service Provider's net income, gross income, capital, net worth, franchise, privilege, property, or any similar taxes or assessments ("**Income-Based Taxes**"). If Buyer is required by law, rule, or regulation to withhold Income-Based Taxes from the types of payments due to Service Provider hereunder, Buyer shall (i) deduct those taxes from the amount otherwise remittable to Service Provider under the Order, (ii) pay such taxes to the proper taxing authority, and (iii) send the original receipt documenting any Income-Based Tax levied, with the Service Provider receiving the net amount after such deductions.

15. **Supplier Code of Conduct.** Service Provider represents that it is aware of Buyer's Supplier Code of Conduct as set forth at www.fmc.com/AboutFMC/FMCSuppliers/FMCPurchasingValues/SupplierCodeConduct.aspx (the "**Code of Conduct**") and is in compliance with the Code of Conduct, and covenants that it shall perform the Services in compliance with the Code of Conduct.

16. **Miscellaneous.** The laws of the State of New York, without regard to any conflict of law principles, shall govern all matters related to this Agreement including, without limitation, its validity, interpretation, construction, and performance as well as all claims and causes of action whether arising under contract, tort, or any other legal theory. Notwithstanding the foregoing, to the extent (i) the parties' performance under the Agreement occurs wholly within any one country outside of the United States, and (ii) the parties are both incorporated in that country, the Agreement shall be governed by, construed, and enforced in accordance with the laws of that country. The Agreement sets forth the entire agreement between Buyer and Service Provider with respect to the subject matter of the Agreement and supersedes all prior and contemporaneous understandings, negotiations, and dealings between them. If any provision of the Agreement shall be held invalid or unenforceable, the remaining provisions shall not be affected thereby. The relationship of the parties is that of independent contractors. Nothing in this Agreement shall be construed to constitute, create, give effect or otherwise imply a joint venture, agency, partnership or other formal business organization or any employer/employee relationship of any kind between the parties. Service Provider may not assign, transfer, or subcontract the Agreement or any right or obligation under the Agreement without Buyer's prior written consent. Any purported assignment, transfer, or subcontract by Service Provider shall be void and ineffective. Buyer may assign the Agreement and/or delegate its performance under the Agreement, in whole or in part, without restriction, including to any affiliated company or successor-in-interest. Buyer's failure to insist on Service Provider's strict performance of the terms and conditions of the Agreement at any time shall not be considered as a waiver by Buyer of performance in the future. If a translation of any part of the Agreement into any other language is required or desired for any reason, the parties acknowledge and agree that, in all matters involving the interpretation of this Agreement, the English language shall control.