

**K+S WINDSOR SALT LTD.
STANDARD PURCHASE ORDER TERMS
FOR PURCHASE OF GOODS AND SERVICES**

1. DEFINITIONS/APPLICATION: As used herein, “**Owner**” refers to K+S Windsor Salt Ltd.; “**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 Owner in writing; “**Goods**” refers to the goods, products or items to be acquired by Owner 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. CONTRACT:

(a) **Sale of Goods.** Vendor agrees to and shall sell the Goods to Owner, and Owner agrees to purchase the Goods from Vendor, under the terms and conditions specified in the Contract.

(b) **Performance of Services.** Vendor shall perform and complete the Services requested by Owner 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. Owner 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.

3. ENTIRE AGREEMENT/OBJECTION TO ALTERNATIVE TERMS:

(a) This Contract constitutes Owner’s offer to buy or purchase according to the terms and conditions set forth herein; is the entire agreement between Owner and Vendor as to the subject matter hereof; and may only be modified by a writing signed by a duly-authorized representative of Owner. Unless otherwise accepted by Owner in writing, Owner 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 Owner’s silence, act of accepting shipment, act of making payment, or other action or failure to act be construed as Owner’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 Owner’s agent, or otherwise seek to bind Owner in any way.

(b) Notwithstanding subsection (a), where and to the extent that Owner and Vendor have reduced additional or supplementary contractual terms and conditions to writing (the “**Additional Terms and Conditions**”) and those Additional Terms and Conditions conflict with the terms and conditions set out in this Contract, the Additional Terms and Conditions shall govern only to the extent of the conflict(s), and all other non-conflicting terms and conditions shall continue to apply.

4. DELIVERY OF GOODS:

(a) Deliveries shall be made as provided for in this Contract and in the applicable purchase order. Unless otherwise specified on the face of the applicable purchase order, all Goods shall be sold INCOTERMS DDP, Owner’s delivery location (in accordance with the ICC’s most recent edition) unloaded at the final location indicated by Owner (the “**Delivery**”). If not specified, Delivery can be made only where Owner usually and customarily takes delivery. Vendor shall promptly notify Owner, 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).

(b) At all times that any Goods remain in the possession of Vendor, Vendor shall segregate such Goods, keeping them separate and apart from, and not intermingled with, any products, materials or other goods the title of which rests with Vendor or any third party. Vendor shall also label all Goods so that they may be readily identified as goods that are subject to the terms and conditions of the applicable purchase order.

(c) Vendor will ship the Goods in the most economic manner, unless otherwise instructed by Owner. A complete packing list and bill of lading or freight or express bill must accompany each shipment. Vendor will package and protect the Goods to the extent necessary in order to allow for the safe loading, transport and unloading of the Goods at the designated delivery location. The case, skid, crate or container into which the Goods are packed will be clearly marked with the designated delivery location and Owner’s purchase order number, will contain a complete set of packing lists and have one copy of the packing slip included on the inside and a second copy of the packing list firmly affixed to the exterior.

(d) Partial shipments shall be permitted, and a separate invoice must be rendered by Vendor for each shipment. Notwithstanding the foregoing, acceptance of any partial shipment shall not relieve Vendor of the obligation to deliver all Goods ordered by Owner and otherwise fully perform hereunder.

(e) If Vendor makes shipment of any of the Goods from outside of Canada, Vendor must prepare and execute all documents required by Canadian authorities and promptly deliver same to Owner or Owner’s designated import broker in order to facilitate customs clearance.

5. SECURITY INTEREST: Upon Vendor acquiring rights in the Goods (or any portion thereof) and thereafter until such time as title to such Goods passes to or vests in Owner in accordance with Section 6 and as security for the performance of Vendor’s obligations pursuant to this Contract, Owner shall have and Vendor hereby grants to Owner a first priority security interest in all of the Goods. Vendor acknowledges that Owner has a purchase money security interest in all of the Goods, that Owner gave value to Vendor for the Goods and that such value was used by Vendor to acquire the Goods. Vendor hereby waives the right to receive a copy of any financing statement or financing change statement issued by any registry that confirms the registration of a financing statement or financing change statement relating to this Contract.

6. TITLE/RISK OF LOSS: Unless otherwise agreed upon in writing by Owner and Vendor, 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 Owner at the destination indicated on the applicable purchase order and in accordance with the terms of this Contract and the applicable purchase order. Any transfer of title or risk of loss hereunder shall not affect Owner’s right to reject any non-conforming or defective Goods or any other right or remedy available to Owner in the event of any breach of this Contract by Vendor.

7. SPECIAL ITEMS; TECHNICAL DOCUMENTATION:

(a) All specifications, drawings, data, documents, tools, dyes, molds, jigs, fixtures, patterns, machinery, special test equipment, special taps and gauges, or items used for the production of any Goods and/or the performance of any Services (collectively “**Special Items**”), which have been furnished by, paid for in whole or in part by, charged against or cost amortized to Owner, will be delivered without charge and in good condition (normal wear and tear excepted) to Owner at the destination indicated on the applicable purchase order promptly upon Owner’s request. Vendor warrants that the Special Items will not be used for any work or for the production of any material or parts, other than the Goods and/or Services, without Owner’s written consent.

(b) No later than at completion of the Services or delivery of Goods, Vendor shall deliver to Owner all documentation relating to, and necessary for, Owner’s optimal use of the Goods or Services, such as operating and maintenance manuals, training manuals, drawings, technical data sheets, product safety sheets, sales literature, quality statements, mill inspection certificates, certificates of conformity and any other similar or supporting documentation (collectively, the “**Vendor’s Documents**”). If not otherwise specified in the applicable purchase order, the Goods and/or Services will include, for maintenance and/or adaptability reasons, all source and object codes relating to it. Owner shall have a royalty-free, worldwide, perpetual right to access, use and/or make copies (at no additional charge) of any Vendor’s Documents delivered to Owner under the applicable purchase order for the sole purpose of (i) operating, maintaining, repairing, servicing, rebuilding, replacing parts, or modifying any Goods delivered and/or Services provided to Owner under the applicable purchase order or for contracting with others to perform any of the foregoing.

8. EXCUSABLE DELAY OR FAILURE:

(a) Neither Owner 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 Owner’s or Vendor’s control (as the case may be).

(b) In the event of a failure by Vendor to perform hereunder including, but not limited to, a failure arising under Section 8(a), Owner 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 Owner.

9. PRICE, TAXES AND PAYMENT:

(a) The price for each item of the Goods and/or the Services will be the price listed by Owner in the column unit price included in the applicable purchase order. **Subject to Section 27 (Changes), Vendor will not exceed the price for the Goods and/or Services set out in the applicable purchase order without prior written approval by Owner in the form of a revision to the applicable purchase order.** Unless otherwise stated in the Purchase Order, the price will include all taxes, duties, levies, imposts and packing and shipping charges of every nature and kind in connection with the Goods and/or the Services. Where taxes, duties, levies or imposts are applicable, Vendor will separately list the same in its invoices. Unless otherwise specified in the applicable purchase order, and subject to Owner’s right to question in good faith Vendor’s invoice, payment for the Goods and/or the Services will be due 45 days following the later of (a) the receipt by Owner at the ship to point of all of the

Goods and/or completion of the Services by Vendor; and (b) the receipt by Owner of Vendor's invoice.

10. FULL COMPENSATION: Except as otherwise provided in the applicable purchase order, the amounts payable pursuant to the purchase order will be the only compensation payable from Owner to Vendor for the supply of the Goods and/or the performance of the Services under the purchase order.

11. CANCELLATION: Owner may cancel this purchase order (a) any time for any reason whatsoever; (b) if this purchase order is not acknowledged by Vendor within a reasonable time; (c) if Delivery or performance is not completed on or before the relevant date(s) specified in the purchase order or this Contract; (d) if the Goods or Services are not as warranted, or not as specified, or not in accordance with submitted specifications, documentation, samples and/or other information; (e) if the shipment is made upon different terms from those specified in the purchase order and/or this Contract; (f) if Vendor violates any applicable statute, regulation, ruling or order of any governmental body or agency; or (g) if Vendor is in breach of warranty or breach of contract or in default in any other way under this Contract. Written notice of Owner's cancellation shall relieve Owner of all obligations to Vendor hereunder, but Vendor shall remain liable to Owner for any and all breaches including, without limitation, breaches of warranty or contract that preceded or result from said cancellation or breach.

12. SUSPENSION/TERMINATION; RIGHTS/REMEDIES:

(a) Owner shall always be entitled, even though Vendor is not in breach of any obligation, to suspend the order, or to terminate the order in whole or in part, by giving three (3) days' advance notice to Vendor. Vendor shall be obligated to mitigate its costs related to any such suspension or termination. In the event of termination as described herein, as Vendor's sole and exclusive recourse, Vendor may charge Owner reasonable and documented costs incurred up to the time Owner provides notice of termination relating to the applicable purchase order. Owner shall be entitled, in its sole discretion, to take delivery of, or otherwise retain, keep and use anything for which it is being charged by Vendor hereunder. In no event shall Vendor be entitled to recover any indirect, special, consequential, punitive or similar type(s) of damages, losses or costs arising out of or related to Owner's suspension or termination of any applicable purchase order for convenience.

(b) In the event Vendor fails to comply with any material term or condition of the Contract, Owner shall be entitled, by notice to Vendor and without prejudice to any other remedy available under this Contract, at law or in equity, to terminate the applicable purchase order in whole or in part without any further liability or obligation, to recover from Vendor all monies paid by Owner to Vendor in respect thereof, obtain cover Goods and/or alternate Services through an alternative supplier or provider and recover from Vendor the difference between the cost of cover and the price set forth in the applicable purchase order, plus any incidental costs and any reasonable costs or expenses incurred by Owner to remove any defective goods or services and install, implement and/or obtain replacement goods and/or services.

(c) If Owner has a reasonable basis to believe that the financial condition of Vendor imperils Vendor's performance of a purchase order, Owner may demand, and Vendor shall promptly furnish at Vendor's cost, a bond with such surety or sureties, or such other assurances reasonably acceptable to Owner covering the full and faithful performance of the applicable purchase order by Vendor.

(c) Upon Owner's request at any time, and/or upon termination or suspension of this Contract for any reason, Vendor shall promptly deliver or return, as the case may be, to Owner or, at Owner'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 or suspension of this Contract, Vendor shall promptly return to Owner all Owner property, equipment, supplies, and materials including, without limitation, any information pertaining to Owner's customers and/or any other items that pertain or relate to, or include, Owner customer information or any other information created in connection with this Contract. Owner may withhold any outstanding payments until Vendor complies with this subsection, in addition to any other remedies available at law or in equity. This subsection shall survive termination or suspension of this Contract.

(d) The exercise of any right or remedy shall be without prejudice to Owner's right to exercise any other right or remedy provided in this Contract, by law or in equity. Owner'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 Owner 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.

(e) Owner 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.

13. PERMITS, LAWS AND REGULATIONS:

(a) Vendor warrants and agrees that at Vendor's expense all Goods supplied and/or Services provided under this Contract will comply with all applicable federal, provincial and local laws, regulations, ordinances, rules, codes and permits (collectively, the "Laws") in force at the time of supply and/or performance including, without limitation, all Laws affecting the price, production, use, classification, handling, transportation, storage, sale or delivery of any Goods supplied and/or Services provided under this Contract and all applicable occupational health and safety and environmental

Laws. Vendor will obtain all necessary permits and/or licenses for the supply of the Goods and/or the performance of the Services. Vendor will ensure compliance with the foregoing by its agents, employees and any subcontractors.

(b) Vendor represents and warrants that all Goods delivered and/or Services performed will comply with, and be performed in accordance with all applicable Federal, Provincial, local and Owner 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 Owner and others from injury or damage. Vendor shall carefully inspect Owner'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.

14. WARRANTIES:

(a) For Goods.

(i) By accepting the applicable purchase order and/or this Contract and by shipping or performing as herein requested, Vendor agrees, represents and warrants that the Goods (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 merchantable; (e) are free from patent and latent defects; (f) are fit for the particular purpose for which Owner intends to use the Goods, provided Vendor knows or has any reason to know of said purpose; (g) are as represented by Vendor's authorized agents; (h) shall, unless otherwise agreed upon in writing by Owner, be completely new throughout and shall not contain any rebuilt, reconditioned, repaired and/or used parts, components or materials and (i) are produced, packaged, labeled and shipped in compliance with all applicable Laws. 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 Owner.

(ii) Unless otherwise specified in the Contract, Vendor warrants due performance of the Goods for a period of two (2) years after they are put into service. Claims made under this warranty shall suspend the warranty period until Vendor has remedied the default at no cost to Owner, and the warranty period will be extended accordingly.

(iii) If any Goods at any time are found not to be as represented and/or warranted, Owner shall have the option, by notice to Vendor, at Owner's sole and absolute discretion to: (a) rescind the Contract according to the provisions of Section 12 above; (b) accept such Goods with an equitable reduction in price; or (c) reject such non-conforming Goods and require delivery of replacement Goods (including the removal of the defective Goods installed) and installation of the replacement Goods or the making of necessary repairs, all at Vendor's expense. All Goods rejected for any reason will be returned to Vendor, at Vendor's risk and sole expense, or will be stored at Vendor's risk in Owner's warehouses. After thirty (30) days following notification of rejection, Vendor shall be liable to pay warehouse storage charges for the Goods.

(iv) If Vendor fails to deliver suitable replacements or make repairs promptly or urgently as the case may be, Owner shall be entitled to obtain cover Goods through an alternative supplier and recover from Vendor the difference between the cost of cover and the price set forth in the applicable order, plus any incidental costs and any reasonable costs to remove the defective Goods and install the cover Goods.

(b) For Services. Vendor represents and warrants to Owner that: (a) all Services provided by it pursuant to the applicable purchase order will be in accordance with all applicable standards, specifications, drawings, descriptions and samples and other requirements of this Contract; (b) all Services will be performed in a good workmanlike manner and in accordance with normal standards for such Services in the industry; and (c) unless a longer period is specified elsewhere in the purchase order, all Services provided will be free from defects in material, design and workmanship for a period of one (1) year from the date that the Services are completed.

15. INDEMNIFICATION:

(a) Vendor agrees to indemnify, defend and hold harmless Owner, 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 Owner 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 Laws.

(b) Vendor and Owner intend that if Vendor fails to fulfill any material term, condition or obligation of this Contract and that failure in any way causes any part of a claim, loss, damage, action, suit, cost or expense to or against Owner, its agents, employees or representatives, or if the fulfillment of the term, condition or obligation would have prevented or in any way minimized the loss, Vendor agrees to indemnify, defend and hold harmless Owner, its agents, employees or representatives. All indemnifications shall be continuing and shall survive termination of this Contract. Vendor shall be jointly and severally liable with its agents or suppliers for any acts, failures to act, omissions or breaches of or by any of its agents or suppliers. Owner may, at its option, be represented by and actively participate through its own counsel in any suit or action against any Indemnitee.

(c) Without limiting the generality of the terms contained in this Section 15, in the event an officer, employee, agent or representative of Vendor or of Vendor's suppliers or agents claims to have suffered an injury on Owner's premises and regardless of whom the Vendor's officer, employee, agent or representative claims is at fault for his injury, including allegations of active or passive negligence by Owner, Vendor will defend, indemnify and hold harmless Owner, its officers, directors, agents, employees and representatives from and against any claims, demands, actions and suits arising from such an injury. Vendor shall pay fully all settlements and judgments of such claims, demands, actions and suits.

(d) Vendor waives its rights to recover against Owner, its agents, officers, directors, shareholders, employees, representatives, customers, and invitees in subrogation or as subrogee for another party.

16. 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 Owner) used in furtherance of this Contract, and shall indemnify and hold Owner, 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. Owner 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.

17. CONFIDENTIAL INFORMATION; PROPRIETARY RIGHTS:

(a) Subject to Section 7 of this Contract, 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 Owner'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 Owner's prior written consent (which may be withheld in Owner's sole discretion), shall be used only as authorized in writing and shall be returned to Owner 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 Owner's business and/or request.

(b) The rights of ownership and copyrights in any designs, drawings, samples and other documents, data, materials or information delivered by or on behalf of Owner to Vendor belong, at all times, to Owner and such items shall not be duplicated or disclosed to third parties at any time without Owner's prior written consent, which may be withheld in Owner's sole discretion.

(c) 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 Owner or its affiliates without, and in each instance where granted, only to the extent of, the prior written approval of Owner, which may be withheld in Owner's sole discretion.

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

18. NO LIENS: 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 discharged. Owner may take whatever action it deems necessary to secure a release of any lien, claim or encumbrance. Owner 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 Owner'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).

19. INSURANCE:

(a) 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 \$5,000,000 per occurrence (including broad form property damage and contractual liability); COMMERCIAL AUTOMOBILE LIABILITY INSURANCE with a minimum combined single limit of liability of \$5,000,000 per occurrence; and EMPLOYER'S LIABILITY INSURANCE with a minimum limit of

liability of \$5,000,000. 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 Owner's or its affiliates' site(s).

(b) In addition, if the Services require any professional engineering, design, architectural or survey services, Vendor (including any of its subcontractors or agents) shall obtain and maintain at its own expense professional liability insurance with a combined limit of not less than \$5,000,000 per occurrence. Such insurance will be renewed annually for three years beyond final completion of the Services and proof of same provided to Owner. Vendor shall ensure that its insurer is required to advise Owner in the event that such coverage is terminated or cancelled.

(c) At Owner'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 in (a) 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.

(d) All required insurance shall be endorsed to include Owner, its parent(s), subsidiaries, and affiliated companies, and their respective successors, officers, directors, employees and agents as an additional insured; shall provide that Owner, 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 Owner. 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 Owner's favor. All deductibles or self-insured retentions are the sole responsibility of Vendor.

(e) Vendor shall file certificates of insurance with Owner for all required insurance before undertaking any activity under this Contract and, at Owner's request, shall submit all required policies to Owner for examination. Any activity performed by Vendor, even with Owner's knowledge, before obtaining the required insurance or providing the required certificate(s) and/or policies shall not constitute a waiver by Owner of these requirements, and Owner may require Vendor to stop such activity until this section of this Contract has been complied with to Owner's satisfaction.

(f) 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 Owner. Any insurance afforded to Owner 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. Owner 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 Owner waived by Vendor's or any of its subcontractors' or agents' carriers of insurance.

(g) Vendor agrees to assure that any and all provisions of this Section 19 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 19.

20. GOVERNING LAW: The terms used in this Contract or any applicable purchase order will be interpreted in accordance with the latest version of the ICC's Incoterms. The interpretation, validity and/or enforcement of this Contract shall be governed by the laws of the province in which the applicable order originates (excluding such province's conflict of laws rules and excluding the United Nations' Convention on Contracts for the International Sale of Goods). Vendor hereby attorns to the jurisdiction of the courts of such province.

21. SET OFF: Owner 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.

22. ASSIGNMENT; SUBCONTRACTING: Vendor may not assign this Contract without the prior written consent of Owner. Vendor shall not subcontract any obligations under this Contract without the prior written consent of Owner. If Owner consents to a subcontractor, Vendor will: (a) be fully responsible for the acts and omissions of the subcontractor; (b) incorporate into its subcontract the terms and conditions of this Contract, as far as is applicable to the work of the subcontractor, and ensure that the subcontractor is bound to them; (c) include in its subcontract a statement to the effect that the subcontract is subject to all rights and remedies of Owner against Vendor hereunder; and (d) upon request, provide Owner with a copy of any subcontract.

23. SUPPLIER CODE OF CONDUCT: Vendor hereby agrees that the K+S Group Supplier Code of Conduct, available at <https://www.kpluss.com/en-us/about-us/suppliers/downloads/>, is incorporated in this Contract by this reference.

24. OWNER-SPECIFIED PROPERTY: If Owner provides to Vendor any 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 Owner. Vendor shall upon completion of Services or upon earlier request of Owner, deliver the Equipment to Owner 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 Owner 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.

25. 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 Owner. Vendor is not authorized to enter into purchase orders, orders, contracts, understandings or agreements on behalf of Owner or to otherwise create obligations of Owner or its affiliates or subsidiaries to third parties.

26. OTHER PROVIDERS: Owner 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 Owner'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.

27. CHANGES: Owner 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 Owner'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.

28. ATTENDANCE AT OWNER'S SITE: When any aspect of this Contract involves attendance at or the performance of Services at the Owner's site, the following additional provisions will apply.

(a) Vendor and its officers, employees, agents and subcontractors will comply with all reasonable site rules and safety and security regulations established by Owner. Without limiting the generality of the foregoing, Vendor must adhere, and shall require all subcontractors to adhere, to meet and abide by Owner's safety, sanitary, medical or fire prevention requirements, programs, policies, directives, standards and precautions, as same may be amended from time to time (the "**Safety Standards**"). Vendor specifically acknowledges and agrees that notwithstanding the existence of the Safety Standards, and the agreement of Vendor to participate in same, it shall remain solely responsible for the taking of all safety, sanitary, medical and fire prevention precautions respecting its employees, representatives, agents and officers, and those of its subcontractors, and in respect of the Services, and for the compliance with all Laws.

(b) Vendor will have complete control and responsibility for the safety and health of its officers, employees, agents and subcontractors while engaged in the Services at Owner's site, and will take all necessary precautions to prevent the occurrence of any injury to person or damage to property during any attendance at Owner's site.

(c) Vendor will notify Owner in advance of any hazardous materials that it intends to bring onto Owner's site and provide Owner with the appropriate Material Safety Data Sheets for such materials.

(d) Vendor's access to Owner's site shall be deemed to give Vendor such limited access as shall be necessary to perform the Services but shall not be deemed to confer a right of exclusive possession.

(e) Failure of Vendor's employees, or those of its subcontractors, to comply with, and failure of supervisory employees of Vendor to enforce, the Safety Standards or any Laws, shall constitute cause for removal of such employees from Owner's site.

(f) Vendor is responsible for reporting all non-conformances, accidents, injuries, deaths and near miss incidents immediately to Owner.

(g) Vendor shall ensure that each of its and its subcontractors' employees acknowledges that Owner has no responsibility or liability for any loss or damage to their personal effects, and Vendor shall inform each such employee that Owner has no such responsibility or liability.

29. LABOR AND MATERIALS: Unless otherwise provided herein or accepted by Owner 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 Owner shall be used in the performance of this Contract.

30. NON-WARRANTY AND POST-WARRANTY SERVICES: Owner and Vendor acknowledge that the Goods furnished by the Vendor may require ongoing maintenance, repair, and training services that are not covered by warranty or are required after the expiry of any applicable warranty period as set out in this Contract. Subject to any specific warranty or post-warranty service terms in this Contract, and without limiting any other rights or remedies Owner may have under this Contract, Owner may request from the Vendor, and the Vendor may provide to Owner, maintenance, repair, and training services with respect to the Goods that are not covered by warranty or are required post-warranty. The services required, and the costs associated therewith, will be negotiated by Owner and the Vendor at the time of Owner's request for such non-warranty or post warranty services.

31. CUMULATIVE REMEDIES: Except as otherwise expressly provided herein, any rights and remedies specified in this Contract are cumulative and are in addition to any other rights or remedies available to Owner at law.

32. CAPACITY OF THE PARTIES: Each of the parties represents and warrants as follows: (a) that it is a corporation duly incorporated and in good standing in its jurisdiction of incorporation and that it is qualified to do business and is in good standing in those jurisdictions where necessary in order to carry out the purposes of this Contract; (b) that it has the capacity to enter into and perform its obligations set forth in this Contract and that all corporate and other actions required to authorize it to enter into and perform same have been properly taken; and (c) that it will not breach any other agreement or arrangement by entering into or performing its obligations pursuant to this Contract.

33. CURRENCY: Unless otherwise specified in the applicable purchase order, all amounts and sums of money payable pursuant to this Contract will be paid in Canadian dollars.

34. 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.

35. 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.