

TRANSPORTATION TERMS AND CONDITIONS

Transportation Terms and Conditions. The following Transportation Terms and Conditions (the “Terms”) shall apply to, as further described in a freight tender or tender proposal, Carrier’s performance of transportation services (“Services”).

1. **Parties.** “Carrier” is the vendor identified in the freight tender or tender proposal who will supply Materials and/or perform Services, and “Shipper” is the Olin Corporation entity identified in the freight tender or tender proposal who will purchase such Materials and/or Services. “Shipper Group” means Shipper, its parent company (if Shipper is an Olin Corporation subsidiary) and its affiliates, and/or any of its agents, officers, directors, employees, contractors, and representatives. “Carrier Group” means Carrier and/or any of its agents, officers, directors, employees, contractors, and representatives.

2. **Contract.** (a) These Terms, along with a freight tender or tender proposal (together, the “Order”), constitutes the entire contract between the parties. Acceptance is limited to the terms hereof and Shipper hereby objects to any additional or revised terms proposed by Carrier. No revision of or addition to this Order or any of its terms and conditions shall be effective (whether or not in Carrier’s acknowledgement or other form including, without limitation, Carrier’s standard terms and conditions) unless agreed to in writing by Shipper. Performance of any transportation Services described in this Order constitutes acceptance of all the terms and conditions hereof whether or not Carrier has acknowledged this Order. Neither course of performance nor course of dealing nor usage of trade shall be used to interpret, construe, qualify, explain or supplement any of the terms of this Order.

3. **Transportation.** This Order is for contract carriage. In conjunction with the applicable freight tender or tender proposal, Shipper requests, and Carrier shall provide, transportation services for Shipper’s products in accordance with the terms of this Order. Time is of the essence with respect to any transportation services provided under this Order unless stated otherwise. Any use of “Uniform Straight Bill of Lading” or similar forms as receipts for shipments tendered to Carrier by Shipper shall be for convenience only and shall not be deemed to convert any services hereunder into common carrier transportation or services.

4. **Termination.** Shipper may terminate this Order at any time upon notice to Carrier. If applicable, Carrier shall cooperate with Shipper to dispose or deliver any products after termination of this Order pursuant to the terms and conditions herein.

5. **Compensation.** (a) Carrier shall receive compensation as agreed upon in this Order. Carrier will bill or invoice Shipper designated on the bill of lading or shipment tender. Shipper agrees to pay Carrier for all services provided under this Order within sixty (60) days of the receipt of the invoice for such services or as otherwise noted in the freight tender or tender request. If Shipper and Carrier agree to payment upon shipment, there will be a pre-negotiated percentage decrease on line haul charges. Carrier must issue its invoices to Shipper within sixty (60) days of when services are performed and failure to do so shall result in a twenty percent (20%) reduction in all charges which are not invoiced within such time period. (b) Carrier shall submit invoices electronically, either via EDI or via Shipper’s web-based Carrier Collaboration Portal. This is Shipper’s standard functionality for freight-related invoicing. If Carrier is unable to submit invoice electronically as required in the foregoing sentence, then Carrier may submit invoices via email to a designated functional mailbox only after aligning with Shipper on process and requirements for submission of invoices via email.

6. **Carrier Equipment.** (a) Carrier shall provide all tractors, labor, trailers and other equipment (the “Equipment”) necessary to perform the transportation required hereunder, each of which shall be suitable for the particular transportation so required, shall comply with all specifications prescribed by applicable law, and shall be tendered and maintained by Carrier in such compliance and in good, safe and serviceable condition. (b) Equipment and Carrier shall comply with Shipper’s most updated instructions, procedures and requirements applicable to this Order for each Shipper plant and cargo. (c) Equipment must be clean and neat in appearance and will remain in such condition at all times during the term of this Order. Equipment for loading must be clean and contaminant-free to the point that the equipment will not affect the quality of the product being carried nor introduce any foreign contaminants into the product or on Shipper’s site. Any cargo tank transporting a cargo other than the previous commodity (including different grades of product) on its previous trip shall be clean, based on Shipper requirements, prior to arrival at the Shipper facility for loading. A cleaning certificate will be required before loading. The tractor air compressor, as applicable, shall be maintained such that the air quality does not contaminate the product with oil or other contaminants. (d) Carrier shall comply with the applicable and most updated Prior Content Restrictions as required by Olin Quality Department. Shipper’s Prior Content Restrictions are available upon request by Carrier. Shipper reserves the right to update and modify the Prior Content Restrictions at its sole discretion. (e) Carrier shall furnish special Equipment and services if required by Shipper for a shipment as listed on an applicable Order.

7. **Carrier Performance.** (a) Carrier shall pick up, transport, and deliver Shipper’s products as agreed upon by Shipper and Carrier without delay. (b) Carrier shall use its best efforts to deliver the shipment(s) made under this Order within thirty (30) minutes before or thirty (30) minutes after the time specified by Shipper or Shipper’s customer for delivery. Once Carrier anticipates or experiences a delay, Carrier shall make Shipper aware of such delay, including the expected resolution time or date of such delay, and will continue to provide updates to Shipper until such delay is resolved. (c) Carrier shall accept or reject load tenders or requests for transportation services via Shipper’s dispatch and transportation management systems. Any rejected load tenders or requests for transportation services must be accompanied by an associated reason code.

8. **Standard of Performance, Compliance, and Training.** (a) Carrier represents and warrants that it has the requisite expertise and is competent to safely transport the products under this Order. (b) Carrier represents and warrants that it has obtained and will maintain during the term of this Order all necessary permits, licenses, insurance and registrations required by Applicable Law to allow Carrier to transport Shipper’s products, and Carrier will transport the products and provide all services hereunder in full compliance with Applicable Law and in accordance with Good Industry Practice. “Good Industry Practice” means, in relation to a function or activity, any of the practices, methods and acts that would be adopted at the relevant time by a person exercising that degree of knowledge, skill, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced person engaged in

undertaking such function or activity, under the same or similar circumstances. If Carrier or any subcontractor loses its permitted status, license or insurance for purposes of any of the services required under this Order, Carrier will immediately notify Shipper in writing of such loss. Shipper, at its sole option, may immediately terminate this Order where Carrier or any subcontractor loses its permitted status, license or insurance. (c) All drivers employed by Carrier who transport products pursuant to this Order shall comply with the DOT commercial driver's license requirements, including, but not limited to, the requirements pertaining to hazardous materials endorsements, to the extent those requirements apply to such drivers. In addition, Carrier shall perform (or cause to be performed): (i) a drug screen on those individuals to perform transportation services for Shipper in accordance with U.S. DOT mandatory drug and alcohol testing rules for private employers in the transportation industry (currently found in 49 CFR Part 40); and (ii) a background check on its employees or subcontractors being assigned to perform transportation services for Shipper in the United States in accordance with all applicable local, state, and Federal law (including any and all applicable DOT regulations and rules). Only those who pass both the drug screen and background check may perform services under this Order for Shipper. (d) Carrier shall maintain a minimum DOT safety fitness rating of "satisfactory" during the performance under this Order. Carrier shall notify Shipper of any change in such rating within five (5) days of such change, and Shipper, at its sole option, may then immediately terminate this Order. (e) *Training* - Carrier warrants that all employees and agents of Carrier who provide transportation services to Shipper under this Order have received all training required by Applicable Law. Training of such employees and agents shall, without limitation, comply with DOT HM 232 and 49 CFR part 172. Carrier further agrees to provide hazardous materials training to all individuals employed by Carrier in the execution of this Order. Such training shall satisfy the requirements of Applicable Law and proof of such training will be available to Shipper upon request. (e) If requested, Carrier shall provide to Shipper dispatch information and data related to transportation services provided under this Order. This may include, but is not limited to, providing access to or exporting dispatch data to Shipper's consultant or contractor.

9. Health, Safety, Environment. (a) Carrier shall comply with all applicable plant rules and regulations, including without limitation all health, safety, security and environmental rules and regulations, of which Carrier has reasonable notice established by Shipper, any lessor of Shipper or Shipper's consignees (or consignors, if not Shipper) while on Shipper's, Shipper's lessor's or consignee's (or consignor's, if not Shipper) plant premises. Carrier shall inform all Carrier personnel who may come onto such premises of this requirement. (b) Carrier fully understands the nature and characteristics of the products to be transported hereunder and the hazards and the risks (whether actual or alleged, present or potential) to human health or safety, property and the environment involved in the collection (pick up) and transportation of the products, by reason of toxicity, flammability, explosivity, corrosivity, reactivity, ignitability, incompatibility, radioactivity, or otherwise. Provided that the products are described, marked, labeled and documented in accordance with applicable federal and state laws, Shipper shall not be liable in any manner to Carrier for any actual or alleged failure to give warning, or for the inadequacy of any warning given, or for any potentially harmful effects or characteristics of the products. (c) Carrier will warn and advise all its employees, agents and subcontractors of the hazardous effects and characteristics of the products to be transported under this Order and adequately train and supervise its employees, agents and subcontractors in the handling of the products. (d) Carrier shall, prior to providing any services hereunder, confirm to Shipper or, if Shipper so notifies Carrier, to Shipper's third party vendor via a letter that Carrier has a "Security Plan for Hazardous Materials" in effect per 49 CFR Part 172, Subpart I. This letter shall confirm that Carrier's plan adequately addresses the assessed security risks of the hazardous materials to be transported hereunder, including risks related to storage of the materials during transportation. Carrier will also confirm upon request of Shipper at any time during the term hereof that Carrier is registered to transport Hazardous Materials per 49 CFR part 107, Subpart G by submitting to Shipper, or Shipper's third party vendor, Carrier's permit number.

10. Safety Incidents. Shipper subscribes to the American Chemistry Council Responsible Care Code and also pursues the concept of zero distribution incidents with Shipper's "Goal is Zero" initiative, which may be provided upon request by Carrier. Carrier shall pursue the same safety goals consistent with Shipper's "Goal is Zero" initiative. Shipper may immediately terminate this Order if Carrier fails to meet the obligations in this Section. Carrier agrees to provide Shipper with a copy of the submitted DOT Form 5800 for all incidents regarding transportation of Shipper's products on at least a quarterly basis. Furthermore: (a) Carrier agrees that it shall use its best efforts to avoid any "Incident(s)" in the performance of its obligations hereunder. Incident(s) shall be defined as an event that results in one or more of the following: (i) Shipper employee/contractor recordable injury: "Shipper employee/contractor recordable injury" shall mean an injury or illness to an Shipper employee or contractor that arises from an event, series of events or exposure in the work environment which causes or contributes to a condition or significantly aggravates a preexisting condition; (ii) Environmental incident: "Environmental incident" shall mean a non-permitted release of a substance to the environment exceeding a state or federal RQ in a 24-hour period; or (C) Distribution incident: "Distribution incident" shall have the same meaning as in Exhibit D. Carrier shall investigate any of the unplanned safety/security Incidents, including those described in this Section, using Root Cause (or equivalent) methodology for transportation Incidents. (b) Carrier acknowledges that its facilities are subject to being audited by Shipper or any independent third party designated by Shipper to ensure compliance with each of Shipper's Environmental, Health, Safety, and Security (EHSS) requirements. Shipper will waive portions of the audit requirements for Responsible Care® Partner Carriers that have received ACC's RC14001 or RCMS® certification. Carriers not meeting the above requirements are subject to a full audit and evaluation. Shipper reserves the right to perform in-depth EHSS audits and evaluations of any of Carrier's sites at any time in the future. (c) Without limiting the foregoing, Carrier will have a current emergency response plan, including the ability to respond to an Incident, spill or accident in a timely fashion and will maintain ongoing employee training. (d) Carrier shall immediately, as soon as safe to do so, advise Shipper of all spills, releases and/or unplanned safety or security related incidents, including any Incidents, which occur in connection with Carrier's performance under this Order. Any such notification to Shipper does not take the place of any notification required by Applicable Law.

11. Receipts for Cargo. Upon request, Carrier shall give Shipper a receipt for all cargo as may be tendered from time to time for transportation hereunder, identifying the product, quantity, origin and destination. Carrier shall also prepare a receipt to be signed by

the consignee for such delivery and such receipt shall include the delivery date and any exceptions associated with delivery of the shipment. For the avoidance of doubt, Carrier will always have a signed bill of lading on file. Carrier shall also give a similar receipt for that cargo owned by Shipper and received from time to time from third persons for transportation hereunder to Shipper. Where provisions of any receipt or bill of lading differ or are in conflict with this Order, the provisions of this Order shall apply.

12. Cargo Claims. (a) If customer inspection or analysis reveals product contamination, Carrier will be called in to participate in an incident investigation to determine the cause. If Carrier handling or equipment is determined to be the cause of the product contamination, Carrier shall implement corrective actions to prevent future product contamination and Carrier shall be liable for and reimburse Shipper for the cost of contaminated product and cost of transportation of contaminated product to a destination designated by Shipper. Carrier shall be liable for all damage, including incidental and consequential damage, caused by product contamination. (b) The measurement of any loss, damage, or injury to cargo shall be Shipper's invoice price applicable to the kind and quantity of cargo so lost, damaged, or destroyed. Shipper shall deduct from such invoice price the actual salvage value of any damaged cargo. (c) Carrier's maximum cargo liability under this Order shall be \$100,000. (d) Cargo claims shall be handled in accordance with the Carmack Amendment, 49 USC § 14706.

13. Insurance. (a) Carrier and any subcontractors or owner/operators providing services under this Order shall comply with the insurance requirements of any applicable law and/or regulatory agency through which the Carrier operates, and Carrier shall keep in force all coverages required by applicable law, including in addition to insurance, any other form of financial protection required by applicable law. (b) Carrier shall include Shipper as an Additional Insured for the insurance coverages in Section 13(d)(iii) and Section 13(d)(iv). (c) If Carrier is providing services to or from Shipper's Freeport, Texas or Plaquemine, Louisiana sites, Carrier shall, in addition to the foregoing, include the following parties as additional insureds for the insurance coverages described in Section 13(d)(iii) and Section 13(d)(iv): Olin Corporation, Blue Cube Operations LLC and The Dow Chemical Company. Upon request, Carrier will provide certificates evidencing such coverage to Shipper including endorsements making Olin Corporation, Blue Cube Operations LLC and The Dow Chemical Company additional insureds. (d) Carrier and any subcontractors or owner/operators providing services under this Order shall provide or cause to be provided at its expense, and keep in force during the term of this Order the following types of insurance, issued by companies acceptable to Shipper:

- i. Workers' Compensation Insurance providing statutory benefits for all Carrier employees in compliance with the Applicable Law, including the laws of each state within which Carrier operates. Such insurance shall include a waiver of subrogation against Shipper;
- ii. Employer's liability insurance with a minimum limit per occurrence of \$1,000,000. Such insurance shall include a waiver of subrogation against Shipper;
- iii. Commercial General Liability insurance written on an occurrence basis, providing coverage for personal injury and property damage with a minimum limit of \$5,000,000 per occurrence, such coverage to include products, completed operations, coverage for sudden and accidental releases of hazardous chemicals and pollutants, and contractual liability (including liability for Carrier's indemnity obligations under this Order);
- iv. Comprehensive automobile liability insurance including pollution insurance coverage with at least \$5,000,000 combined single limit coverage per occurrence. Such policy will include a MCS90 endorsement and ISO endorsement CA9948 – Upset and Overturn. Such insurance shall include a waiver of subrogation against Shipper;
- v. Auto physical damage coverage including trailer interchange for damage to Shipper's equipment including the trailer while in Carrier's care, custody or control. Such insurance shall include a waiver of subrogation against Shipper. Such coverage may be self-insured; and
- vi. Carrier shall maintain maximum cargo liability of \$100,000 per shipment including contingent cargo coverage if Carrier is brokering the transportation of Shipper goods. If the value of any given shipment should exceed such maximum cargo liability, Shipper must notify Carrier at least twenty-four (24) hours before the pickup of such cargo is scheduled to occur and request Carrier to secure additional coverage at Shipper's expense.

14. Indemnity. (a) To the maximum extent permitted by applicable law, Carrier agrees to protect, indemnify, and hold Shipper, its parent, subsidiaries, affiliates, agents, shareholders, directors, officers, employees, subcontractors and customers (collectively "Indemnitees") harmless from and against any and all loss, damage, liability, claims, demands, costs or lawsuits of any nature whatsoever ("Claims") which any of the Indemnitees may hereafter suffer, incur, be responsible for or pay out as a result of or in connection with property damage, personal injury, death, environmental indemnity or otherwise in each case arising out of, in connection with, or incidental to work or services performed under this Order or Carrier's breach of its obligations under this Order. Both Shipper and Carrier expressly intend and agree that this indemnity shall apply to Claims occasioned, brought about or caused by the concurrent negligence of any Indemnitee, provided that this indemnity shall exclude the portion of liability for any Claim directly resulting from the negligence of the Indemnitees. This indemnity shall include, without limitation, costs, expenses and reasonable attorneys' fees occasioned by such Claims (as stated above) as well as the full amount of any judgment rendered or the full amount of any compromise settlement made, plus court costs with interest. (b) Such indemnity by Carrier shall inure by stipulation to the benefit of each of the Indemnitees and any of them may exercise this right of indemnity against Carrier independently of Shipper or of others. (c) For purposes of this Section 14, neither Carrier nor anyone employed by Carrier shall be deemed to be an agent, shareholder, director, officer, employee, servant, subcontractor or customer of Shipper, its parent, subsidiaries, or affiliates. (d) If Carrier is providing services to or from Shipper's Freeport, Texas or Plaquemine, Louisiana sites, Carrier shall, in addition to the foregoing, protect, defend, indemnify and hold harmless Shipper and Shipper's lessor from and against, any and all claims to the extent caused by the acts or omissions of Carrier while on the premises of Shipper and/or Shipper's lessor in Freeport, Texas or Plaquemine, Louisiana in connection with this Order. (e) Carrier shall insure this indemnity and this indemnity shall not be limited to the amount of insurance required herein.

15. Force Majeure. Neither party to this Order shall be liable for any delay in performance or failure to perform any obligations imposed by this Order to the extent such delay or failure is occasioned by acts of God, the public enemy, war, floods, storms or other acts of the elements, accidental fires, strikes, lockouts or other labor disturbances, riots, insurrection, civil commotion, pandemic or epidemic, governmental acts or regulations, or any other circumstance or condition beyond the reasonable control of said party and without the fault or neglect of such party.

16. Independent Contractor; Subcontracting. (a) In the performance of this Order, Carrier shall be an independent contractor and not an agent or employee of Shipper. Nothing herein contained shall be construed to be inconsistent with that relation or status. If applicable, Carrier agrees to assume full responsibility for payment of all state and federal payroll taxes and contributions or taxes for unemployment insurance, old age pensions, workers' compensation, social security and other employee benefits with respect to all of Carrier's employees engaged in the performance of transportation services on behalf of Carrier pursuant to this Order. (b) Carrier may not use subcontractors to perform the services under this Order unless agreed to in writing by Shipper. Any subcontractors used by Carrier to perform the services under this Order must comply with all provisions of this Order. Carrier shall be liable for the performance of its subcontractors during the performance of the services under this Order.

17. Compliance with Law. Carrier and its Subcontractors shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and codes relating to the Work, as the same may be modified from time-to-time, and the orders and requirements of any governing authority having approval or permitting authority with respect to the Work, worker safety, and any other relevant aspect of Carrier's activities under this Order (collectively, the "Applicable Laws"). In the performance of this Order, Carrier represents and warrants that it and its subcontractors are compliant with all applicable Federal, state, and local laws, rules, regulations, statutes, ordinances, and orders, including, but not limited to the Immigration Reform and Control Act of 1986, as amended, and the Fair Labor Standards Act of 1938, as amended, modified and supplemented and all related implementing regulations and orders of the Secretary of Labor and any other state or local wage and hour law, relating to the compensation of its employees, including the requirements as to records. When applicable, the following provisions are incorporated into this Order:

Carrier and subcontractor shall comply with the EO Clause in Section 202 of Executive Order 11246, as amended, which is incorporated herein by specific reference and Executive Order 13496.

Carrier and subcontractor shall abide by the requirements of 41 CFR 60–300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

Carrier and subcontractor shall abide by the requirements of 41 CFR 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

18. Governing Law. This Order shall be governed by and construed in accordance with the laws of the State of Missouri applicable to agreements made and to be performed entirely within such state, without regard to conflicts of law provisions and principles of such state. The parties hereto do hereby irrevocably consent to the jurisdiction of the state and federal courts of the State of Missouri.

19. Waiver. The delay or failure of any party to this Order to insist upon performance of any of the terms, conditions and covenants hereof shall not be deemed to be a waiver of any right or remedy that such party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

20. Statute of Limitations. The statute of limitations for filing overcharge claims by Shipper and undercharge claims by Carrier shall be 180 days.

21. Confidentiality. Carrier agrees to keep secret all technical and business information which it has received or may receive, directly or indirectly regarding Shipper in connection with this Order and not to reveal or to divulge such information to any third parties or to use, or to publish it in any manner whatsoever without obtaining prior written approval of Shipper; provided, however, that Carrier shall not be bound to keep secret any such information which (a) was in the public domain at the time of Shipper's disclosure to Carrier; (b) is or becomes a matter of general public knowledge through no fault of Carrier; (c) is rightfully received by Carrier from a third party without an obligation of confidence; (d) it was developed by Carrier independently and without reference to any information disclosed by Shipper to Carrier; or (e) is disclosed without obligation of confidence under operation of law, governmental regulation, or court order, provided Carrier will promptly notify Shipper and will cooperate with Shipper in its attempts to protect the confidentiality of Shipper's information. Carrier shall only use Shipper technical and business information to provide the services required under this Order.

22. Entire Agreement. Except as otherwise noted herein, this Order contains all of the agreements between the parties hereto with respect to the subject matter hereof and supersedes all other agreements of the parties whether oral or written. Except for changes to the exhibits by Shipper, this Order may not be modified in any manner other than by an agreement, in writing, signed by the parties hereto or their successors in interest.