



Supplier Partnership Guide

How to do business
with Celanese



Table of Contents

Table of Contents	2
Supplier Diversity Program Overview	3
Become a Partner.....	3
Terms & Conditions.....	4
Fairway Terms & Conditions	16
Partnership Opportunities	27
Frequently Asked Questions – FAQs	28

Supplier Diversity Program Overview

At Celanese, we recognize that we live and operate in communities where our company is a primary source of commerce, and we are proud to offer opportunities to local and regional businesses in these areas to help them grow and increase sales.

Through our Supplier Diversity Program, Celanese is committed to the development and inclusion of diverse owned businesses in our supply chain. By partnering with national and regional development councils and business associations, we provide diverse owned businesses access to proposal opportunities as they arise.

While there is no cost to participate in our Supplier Diversity Program, vendors must:

- register in the Celanese Supplier Portal
- be certified as a diverse-owned business, which means the business is 51% owned & operated by an individual who is a woman, minority, veteran, service disabled veteran, person with a disability or LGBT. Celanese recognizes diversity certifications from:
 - National Minority Supplier Development Council (NMSDC)
 - Women's Business Enterprise National Council (WBENC)
 - Disability:In
 - National Veteran-Owned Business Association (NaVOBA)
 - U.S. Pan Asian American Chamber of Commerce (USPAACC)
 - National LGBT Chamber of Commerce (NGLCC)
 - Federal, Regional and State certifying agencies.

Participation in the Celanese Supplier Diversity Program does not guarantee a contract. All contracts awarded must be mutually beneficial for all concerned parties.

Become a Partner

Celanese uses the following criteria when evaluating suppliers:

Supplier Requirements

- Quality of product, material or service
- Terms of Sale
- Deliver & Compliance
- Sustainability
- Innovation
- Flexibility and Responsiveness
- Industry Knowledge
- Safety and security

Celanese expects all of its third-party business partners to share Celanese's commitment to maintaining the highest ethical and legal standards. Celanese's Third Party Code of Conduct is designed to ensure that third parties are aware of Celanese's expectations of them with regard to critical areas of corporate responsibility. [Click here to review](#) the Third Party Code of Conduct.

Terms & Conditions

1. **PRODUCTS AND SERVICES.** Provider shall perform the services (the “Services”) and/or sell to Celanese the products (the “Products”) described in the purchase order related hereto (the “Purchase Order”).

2. **APPLICABILITY.** The Purchase Order, together herewith and any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Products and Services, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Purchase Order. The Purchase Order expressly limits Provider’s acceptance to these Terms and Conditions and other provisions of the Purchase Order. These Terms and Conditions prevail over any terms or conditions contained in any other documentation and expressly exclude any of Provider’s general terms and conditions of sale or any other document issued by Provider in connection with the Purchase Order. These Terms and Conditions apply to any repaired or replacement Products provided by Provider under the Purchase Order. Celanese is not obligated to any minimum purchase or future purchase obligations under the Purchase Order.

3. **PURCHASE ORDER ACCEPTANCE.** The Purchase Order must be accepted in writing by Provider. If for any reason Provider should fail to accept the Purchase Order in writing, the performance by Provider of any Services, the shipment by the Provider of any Products ordered hereby, the furnishing of any Services called for in the Purchase Order or the acceptance of any payment by Provider under the Purchase Order or any other conduct by Provider which recognizes the existence of a contract pertaining to the subject matter hereof shall constitute an unqualified acceptance by Provider of the Purchase Order and all its terms and conditions. Any terms and conditions proposed in Provider’s acceptance of Celanese’s offer or in any acknowledgement, invoice, or order form of Provider that add to, vary from, or conflict with the terms herein are hereby objected to. If the Purchase Order has been issued by Celanese in response to an offer and if any terms herein are additional to or different from any terms of such offer or agreement from which the Purchase Order is based, the issuance of the Purchase Order by Celanese shall constitute an acceptance of such terms herein and acknowledges that this order constitutes the entire agreement between Celanese and Provider with respect to the subject matter hereof and the subject matter of such offer and Provider shall be deemed to have so assented and acknowledged unless Provider notifies Celanese of the contrary in writing within ten (10) calendar days of receipt of the Purchase Order. Provider and Celanese agree that Purchase Orders may be issued by Celanese, and accepted by Provider, via facsimile or electronic data interchange (“EDI”) and that all Purchase Orders issued via facsimile or EDI shall (i) be deemed to have been (Note: EDI orders are not otherwise signed) signed by an authorized representative of Celanese and (ii) constitute originals. Celanese and Provider further agree not to contest the validity or enforceability of an accepted facsimile Purchase Order on the basis of it not being an original.

4. **CELANESE AFFILIATES.** Provider acknowledges and agrees that Affiliates (defined below) of Celanese may procure Products and Services under and pursuant to the terms of the Purchase Order as if they were Celanese. “Affiliates” means, with respect to an entity, any entity that Controls, is Controlled by or is under common Control with that entity. “Control” (including correlative meanings for the terms “Controlled by”

and “under common Control with”) means the possession directly or indirectly of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by trust, management agreement, contract or otherwise; provided, however, that beneficial ownership of

10% or more of the voting securities of an entity will be deemed to be Control. The rights, liabilities and obligations of Celanese International Corporation and any Affiliate under this Agreement vis-à-vis “Celanese” will be personal to Celanese International Corporation or the Affiliate, as the case may be, for whom the particular Service or Product is being procured or performed.

5. DELIVERY.

5.1. Delivery. Provider shall deliver all Products in a good and workmanlike manner, using sound principles and practices and exercising the highest standards of skill, care and diligence. Provider shall obtain the approval of the applicable Celanese site prior to delivery.

5.2. Title and Risk of Loss. Title and risk of loss pass to Celanese when the Products are delivered to the location specified in the applicable Purchase Order and accepted by Celanese.

5.3. Quantity. If Provider delivers more or less than the quantity of Products ordered, Celanese may reject all or any excess Products. Any such rejected Products shall be returned to Provider at Provider’s risk and expense. If Celanese does not reject the Products and instead accepts the delivery of Products at the increased or reduced quantity, the price for the Products shall be adjusted on a pro-rata basis.

5.4. Packaging. All Products shall be packed for shipment according to Celanese’s instructions or, if there are no instructions, in a manner sufficient to ensure that the Products are delivered in undamaged condition. Provider must provide Celanese prior written notice if it requires Celanese to return any packaging material. Any return of such packaging material shall be made at Provider’s expense.

5.5. Essence. Date(s) of Services, date(s) of Product shipment and delivery and quantities and qualities specified are of the essence. Provider shall promptly notify Celanese whenever it appears to Provider that it will not be able to perform or deliver as specified.

6. PRICE; PAYMENT. Unless otherwise specified herein, the price referenced in the Purchase Order includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Celanese. Provider shall submit to Celanese only one invoice per month dated at the end

of the month that the Products were delivered. Celanese will pay the undisputed portions of each invoice net 60 days after invoice receipt.

7. ELECTRONIC FUNDS TRANSFER. Provider shall accept payment by Celanese through electronic funds transfer as provided on the cover page(s), as they may be modified by separate written instructions provided by Provider to, and acknowledged by, Celanese (the “EFT Information”). Payment will be initiated on the due date with settlement occurring the following banking day. Payment will be considered made when Provider’s financial institution has received or has control of the payment transaction. If payment is initiated on a non-banking day at the originating financial institution, the funds transfer will occur the following banking day. In all cases, “banking day” is defined as the day on which both Celanese’s and Provider’s financial institutions are available to transmit and receive funds transfers. Celanese is responsible for the transaction up to the point where Provider’s financial institution receives or has control of the transaction. Any loss of data after that time will be borne by Provider except to the extent the loss is due to the negligence of Celanese or Celanese’s originating financial institution. Provider shall notify Celanese immediately if payment is not received as described above. Provider represents and warrants that Celanese may rely exclusively on the EFT Information. Provider shall hold Celanese harmless from any loss which may arise by reason of any error, mistake or fraud contained in the EFT Information. Celanese will make payments in accordance with and be governed by the National Automated Clearinghouse Association trade payment rules utilizing the CTX format. Celanese’s electronic funds transfer process will be governed by and construed in accordance with the laws of the State of New York (including, without limitation, Article 4A of the Uniform Commercial Code as enacted by the State of New York and amended from time to time), without reference to the choice of law doctrine of that state. Either party may terminate payment by electronic funds transfer by giving the other party written notice of termination; termination will be effective as of the date reasonably mutually agreed to by the parties hereto in writing.

8. INSPECTION. Celanese has the right to review, inspect and test any and all Products and Services (i) prior to completion of Services by Provider, (ii) prior to shipment of the Products by Provider, (iii) prior to arrival and (iv) upon arrival (before acceptance) of the Products at the destination. These inspections are encouraged by Provider, but will not operate to relieve Provider of its responsibility or liability under the Purchase Order. Payment by Celanese does not constitute acceptance.

9. WARRANTIES.

9.1. Products and Services. Provider warrants that Products and Services will conform to all descriptions, warranties and specifications applicable to this Purchase Order, furnished or adopted by the parties or set forth in Provider’s response to Celanese request for quote (or similar document), Provider’s catalog or brochures and other information provided to Celanese by Provider.

9.2. Products. Provider warrants that (i) it has complete and good title to all Products, free of any liens and encumbrances and free from all latent and patent defects, and (ii) Products will be of the best quality, fit and sufficient for the purpose for which purchased, merchantable, of good material and workmanship,

9.3. Services. Provider warrants that it shall perform the Services in a good and workmanlike manner, using sound principles and practices and exercising the highest standards of skill, care and diligence.

9.4. General. Provider is responsible for any defects in the Products and Services and their failure to conform to the warranties furnished by Provider and as set forth in these Terms and Conditions. At Celanese's option, Provider shall rectify these defects and failures at Provider's expense, allow full credit or refund the amount paid for the defective or nonconforming Services when (i) the defects or failures are discovered within 90 days of completion of the Services, or (ii) for Products, when the defects or failures are discovered within 365 days from Celanese's receipt thereof, or to the extent the Products comprise equipment, 24 months from the date of putting the equipment into commercial operation. No defective Products or Services will be replaced without Celanese's written agreement. If Products are to be returned to Provider, transportation will be at Provider's expense.

9.5. These warranties will run to Celanese and its successors, assigns and customers and the users of Celanese products. Celanese's acceptance and use of Products after receipt from Provider will not affect Provider's warranties and representations stated herein. Celanese's failure to give notice to Provider of any breach of warranty will not discharge Provider's liability therefore. The foregoing remedies are in addition to any other rights Celanese may have hereunder or at law or in equity.

10. COMPLIANCE WITH LAWS.

10.1. Compliance with Laws. Provider shall comply with all applicable federal, state, county, local, municipal, foreign, international, multinational, or other constitution, laws, statutes, treaties, rules, regulations, ordinances and codes.

10.2. Compliance with Anticorruption Laws. Provider understands that it is Celanese's policy to comply fully with the requirements of all applicable laws including the United States Foreign Corrupt Practices Act, as amended, and all applicable anti-bribery and anticorruption laws in the countries where Provider may be located or do business on Celanese's behalf (collectively, the "Anticorruption Laws"). Provider hereby warrants that it understands the Anticorruption Laws and shall strictly comply with all applicable Anticorruption Laws. Provider shall refrain from taking any action that would cause Celanese to be in violation of any Anticorruption Law.

10.3. Premises. While Provider's employees, agents, subcontractors or representatives are on Celanese's premises, Provider shall maintain strict work discipline and its employees, agents, subcontractors and representatives shall comply with Celanese's environmental, health, security, safety and substance abuse standards, policies and procedures. Provider's employees, agents, subcontractors and representatives that are on Celanese's premises shall participate in Celanese's environmental, health, safety programs applicable to Provider unless Provider shall provide Celanese with written certification, with which Celanese does not object, that Provider requires its personnel to participate in a substantially similar program and its personnel

are current with the obligations of that program. Provider shall provide Celanese with a copy of such program upon request.

11. RIGHTS IN DELIVERABLES; NO LICENSE. Provider agrees that any deliverables or other work product arising from the Services shall be the property of and owned by Celanese, and shall be considered Confidential Information hereunder. (i) Provider hereby assigns to Celanese any and all (a) inventions, discoveries or improvements thereof, patentable or otherwise, including patents and patent applications of which Provider or an employee or subcontractor of Provider is an inventor or co-inventor which arise or mature as a result of the performance of the Services and (b) all other copyright and derivatives, trade secret and other proprietary rights that arise out of the performance of the Services or that are applicable to any deliverables under the Purchase Order. Provider agrees that any deliverables related to the Purchase Order and work prepared for Celanese which is eligible for copyright protection in the United States or elsewhere shall be considered “work made for hire” and Celanese will be considered the author of such work. If any such work is deemed for any reason not to be a work made for hire, Provider hereby assigns all rights, title and interest in the copyright of such work, and all extensions and renewals thereof, to Celanese. Provider agrees to waive all moral rights relating to the work developed or produced, including, without limitation, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. At Celanese’s request and expense (but without any additional compensation to Provider), Provider shall execute and deliver such instruments and take such other action as may be requested (including assistance in any proprietary rights application process) by Celanese to perfect, protect or enforce Celanese’s rights in the work and deliverables related to the Purchase Order and to carry out the assignments contemplated in this Section. (ii) No license under any patent, copyright, trademark, trade secret or otherwise is granted or implied by Celanese. Information disclosed remains the property of Celanese. Provider’s obligations of confidentiality hereunder specifically prohibit filing any applications for patent or other protection that are based on Confidential Information, or on information Provider would not have obtained but for having had access to Celanese’s Confidential Information.

12. CONFIDENTIALITY.

12.1. Confidential Information. “Confidential Information” means the Purchase Order and all other information provided by or on behalf of Celanese to Provider. Notwithstanding the foregoing, Confidential Information does not include information that (i) is rightfully known to Provider at the time of disclosure as demonstrated by Provider’s written or electronic records, (ii) is or becomes part of the public domain through no wrongful act of Provider, (iii) has been rightfully received by Provider from a third party authorized to make the disclosure without restriction, (iv) has been approved in writing by an authorized representative of Celanese for release or (v) is independently developed without benefit of the Confidential Information. If Provider has any question as to whether information should be considered Confidential Information, Provider shall inquire of Celanese about the information prior to using or disclosing it. Confidential Information will not be deemed to be within any of the foregoing exceptions merely because the information is embraced by more general information in the public domain or in Provider’s possession, but only if the whole thereof is in the public domain or in Provider’s possession. Provider shall have the burden to prove, if so requested by Celanese, that such information is not Confidential Information. Provider acknowledges and agrees that “Confidential Information” also includes, without limitation, any

information related to or used at any Celanese site or facility, including, without limitation, information belonging to Celanese, a Celanese tenant or other third party on a Celanese site(s), learned as a consequence of having access to a Celanese site or facility, including, without limitation, product, processes and process equipment. Provider acknowledges that Celanese may provide material samples (“Samples”), which shall be treated as Celanese Confidential Information hereunder. Provider shall keep the Samples in its control at all times and shall not make them available to any third party. Provider may not test, evaluate or analyze any of the Samples except as expressly authorized in writing by Celanese. Provider acknowledges and agrees that the results of any evaluation, analysis or testing of Samples will be considered Celanese Confidential Information.

12.2. Restrictions. Provider shall hold the Confidential Information in strictest confidence, shall not disclose the Confidential Information, or cause or allow it to be disclosed, to any third party or use the Confidential Information for any purpose other than as expressly contemplated by the Purchase Order. Provider shall disclose the Confidential Information only to its officers and employees who need to receive the Confidential Information to carry out the purpose of the Purchase Order, who are informed of the confidential nature of the Information, and who are bound by confidentiality obligations at least as restrictive as those contained in the Purchase Order. Provider shall not disclose any Confidential Information to any third party, whether a subcontractor, agent, consultant or otherwise, unless and until Celanese has furnished written consent. Provider shall remain liable for any breaches of the Purchase Order by its officers, employees or any other individual or entity to whom Provider discloses Confidential Information.

12.3. Permitted Disclosure. Notwithstanding Section 12.2, Provider may disclose the Confidential Information in response to a request for disclosure by a court or other governmental authority, including a subpoena, court order or audit-related request by a taxing authority, if Provider: (i) promptly notifies Celanese in writing of the terms and the circumstances of that request, (ii) consults with Celanese, and cooperates with Celanese’s reasonable requests to resist or narrow that request, (iii) furnishes only Confidential Information that, according to advice of its legal counsel, Provider is legally compelled to disclose and (iv) uses reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

12.4. Injunctive Relief. Provider agrees that due to the unique nature of Confidential Information there may be no adequate remedy at law for breach of this Section and that the breach may cause irreparable harm to Celanese; therefore Celanese may seek immediate injunctive relief, without the necessity of posting bond, in addition to whatever remedies it may have at law, in equity or under the Purchase Order.

13. INDEMNITY AND DEFENSE.

13.1. Indemnity and Defense. PROVIDER WILL, AT ITS EXPENSE, DEFEND, INDEMNIFY AND HOLD HARMLESS CELANESE AND ITS SUBSIDIARIES, AFFILIATES AND AGENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AND EMPLOYEES, AND CELANESE’S CUSTOMERS (COLLECTIVELY “INDEMNITEES”) FROM

AND AGAINST ANY AND ALL LOSS, COST, EXPENSE, DAMAGE, CLAIM, DEMAND OR LIABILITY, INCLUDING REASONABLE ATTORNEY AND PROFESSIONAL FEES AND COSTS AND THE COST OF SETTLEMENT, COMPROMISE, JUDGMENT OR VERDICT (A “LOSS”) INCURRED BY OR DEMANDED OF AN INDEMNITEE ARISING OUT OF, RESULTING FROM OR OCCURRING IN CONNECTION WITH PROVIDER’S NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT. IN ADDITION, PROVIDER WILL, AT ITS EXPENSE, DEFEND, INDEMNIFY AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ANY LOSS RELATED TO PERSONAL INJURY, PROPERTY DAMAGE OR DEATH ARISING FROM PROVIDER’S PERFORMANCE UNDER THIS AGREEMENT OR FROM PROVIDER’S PRESENCE ON CELANESE’S FACILITIES. PROVIDER EXPLICITLY ACCEPTS THAT THE INDEMNITIES GRANTED ABOVE WAIVE ANY LIABILITY OF CELANESE TO PROVIDER FOR COMPARATIVE LIABILITY EVEN IN THE EVENT OF NEGLIGENCE OR GROSS NEGLIGENCE BY CELANESE.

13.2. Imputed Liability. For purposes of this Section, the activities of Provider or its subcontractors, agents or employees on or about Celanese’s premises will be deemed to relate to Provider’s work, maintenance or operations under the Purchase Order and will otherwise be imputed to Provider for the purpose of triggering this Section, regardless of whether such activities are within the scope of their agency or employment.

13.3. Celanese’s Participation. Without relieving Provider of any of its obligations hereunder, Celanese may elect to defend or participate in the investigation and/or defense of any related lawsuit at its own expense. Prior to service or filing of any significant pleading, motion, brief, discovery response or other document on behalf of Celanese, Provider will provide such documents to Celanese for review and approval, which shall not be unreasonably withheld.

13.4. Notice. Celanese will notify Provider in writing of a claim or suit or other matter subject to this Section as soon as commercially practicable following Celanese’s receipt of service of legal process and provide reasonable cooperation (at Provider’s expense) and full authority to defend or settle the claim or suit. A delay in notice will not relieve Provider of its obligations under this Section. Once Celanese notifies Provider in writing of a claim or suit or other matter subject to this Section, Provider shall provide notice of a claim or suit or other matter subject to this Section to any and all insurance carriers providing insurance to Provider pursuant to the Purchase Order. Within 7 days of Provider’s receipt of Celanese’s notice of a claim or suit or other matter subject to this Section as described above, Provider shall provide Celanese written proof that the above-mentioned insurance carriers have been put on notice.

14. INSURANCE.

14.1 Minimum Insurance. Provider shall obtain, pay for and keep in force the following minimum insurance: (i) workers compensation insurance at statutory limits covering all of provider’s employees and employers liability at limits of \$1,000,000 bodily injury each accident; \$1,000,000 bodily injury disease policy limit; and \$1,000,000 bodily injury disease each employee; (ii) commercial general liability insurance (including contractual liability, personal/advertising injury liability, and products/completed operations coverage) at limits of \$5,000,000 per occurrence; \$5,000,000 per occurrence personal/advertising injury liability;

\$5,000,000 annual general aggregate; and \$5,000,000 products/completed operations aggregate; (iii) commercial automobile liability insurance covering all Provider's owned, hired, and non-owned vehicles at limits of \$1,000,000 per occurrence and \$1,000,000 annual aggregate; (iv) umbrella liability insurance in amounts sufficient to meet the limits stated above for employers liability, commercial general liability, and commercial automobile liability coverage if Provider's underlying limits do not total the limits required in subsections (i), (ii), and (iii) of this Section; coverage shall be written on a "follow form" basis and shall be concurrent with all underlying coverages; and (v) professional liability insurance (if Provider is performing a professional service) at limits of \$1,000,000 per claim/occurrence and \$3,000,000 annual aggregate.

14.2. Insurance Requirements. Each insurance policy required to be obtained and maintained pursuant to Section 14.1 shall be effective in all localities where Provider may perform any work hereunder with insurers that maintain policy holders' rating of no less than "A" from A.M. Best. Upon Celanese's written request, Provider shall deliver to Celanese certificates of insurance evidencing that such insurance is in effect and providing that Provider, Provider's insurance agent/broker, or Provider's Insurer(s) will give Celanese at least thirty (30) days' written notice in advance of any reduction in or cancellation of such insurance. Except for professional liability insurance obtained and maintained pursuant to Section 14.1(v), all Provider's coverage shall be written on an "Occurrence" form. Provider's coverages (ii), (iii), and (iv) (if applicable) shall be primary and non-contributory. Provider shall require its subcontractors, if any, to likewise comply with these minimum requirements. If any coverage required herein is written on a claims-made basis, Provider shall either maintain such insurance coverage as required above for at least five (5) years from the date of Provider's final completion of the work, or Provider shall purchase a five-year Extended Reporting Period for the policy.

14.3 Insurance Endorsements. Provider shall instruct its insurer(s) to endorse Provider's insurance policies as follows, reflecting such language on each certificate of insurance delivered by Provider: ALL RIGHTS OF SUBROGATION UNDER THIS CONTRACT ARE HEREBY WAIVED BY Provider's WORKERS COMPENSATION/EMPLOYERS LIABILITY INSURER(S) WITH RESPECT TO CLAIMS AGAINST Celanese AND ITS SUBSIDIARIES, AFFILIATES AND AGENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AND EMPLOYEES, AND CELANESE'S CUSTOMERS (COLLECTIVELY "INDEMNITEES"); and CELANESE AND ITS SUBSIDIARIES, AFFILIATES AND AGENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AND EMPLOYEES, AND Celanese's CUSTOMERS (COLLECTIVELY "INDEMNITEES") SHALL BE INCLUDED AS ADDITIONAL INSUREDS with respect to coverages (ii), (iii), and (iv) (if applicable).

15. RIGHT TO AUDIT. Provider shall keep full and detailed accounts as may be necessary and satisfactory to Celanese to ensure compliance with the Purchase Order, including, without limitation, quality control and protection of Celanese Confidential Information. Upon Celanese's request, Provider shall give Celanese and its designated auditor, if any, access to all of Provider's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to the Purchase Order (collectively, "records") and Provider's quality control laboratories. Provider shall preserve all of these records for a period of 3 years after final payment by Celanese hereunder. Such records will be deemed "Confidential Information" hereunder. In the event a noncompliance is found, Provider shall correct the noncompliance

and pay all costs of the audit.

16. **TERMINATION.** (i) At any time by written notice to the other party, either party may terminate this Purchase because of a material breach of the Purchase Order by the other party if the breach is not corrected to the reasonable satisfaction of the non-breaching party within 30 days after the breaching party's receipt of written notice reasonably detailing the breach. (ii) Celanese may terminate the Purchase Order or any unfulfilled order related hereto for any reason and without penalty with 7 days written notice to Provider. (iii) If a party becomes insolvent, is unable to pay its debts as they mature, makes a general assignment for the benefit of creditors, has a receiver appointed for the whole or any substantial part of its property or becomes bankrupt, then the other party may, in addition to all other rights and remedies provided by law, immediately terminate the Purchase Order by written notice to the other party. (iv) Termination under this Section will take effect on the date indicated in the applicable notice of termination.

17. **TERMINATION PROCESS.** If the Purchase Order is terminated as provided herein, (i) as to Services, Provider will be paid authorized costs and charges for Services performed prior to the effective date of termination and all reasonable actual documented costs incurred at Celanese's request after termination and (ii) as to Products, Provider shall fulfill all orders placed under the Purchase Order by Celanese prior to termination unless otherwise specified by Celanese. Provider shall not remove any equipment, supplies or materials located at any Celanese site without specific written authorization from the appropriate Celanese facility representative.

18. **INDEPENDENT CONTRACTOR.** Provider will remain an independent contractor, will not be an agent or employee of Celanese and will not have, nor represent that it has, any power to bind Celanese or to assume or create any obligation, express or implied, on behalf of Celanese. Provider and its employees will not be considered employees of Celanese or entitled to participate in, or accrue credit toward, an employee compensation or welfare or benefit plan or arrangement of Celanese. It is expressly understood Celanese is interested only in results obtained and neither Celanese nor Celanese's representatives will have any authority to exercise control over the manner in which the work is performed, other than the right to order the work to start or stop or to inspect progress or receive reports, have any authority to supervise Provider's employees, agents or subcontractors or have any authority to direct or control their detailed methods or performance. Any provisions of the Purchase Order which may appear to give Celanese the right to direct Provider or its employees as to details of doing the work addressed in the Purchase Order or to exercise a measure of control over the work will be deemed to mean that Provider will follow the desires of Celanese in the results of the work only.

19. POLICIES

19.1. **Network Access.** Provider will not access Celanese's network and computer systems without Celanese's prior written consent. In connection with any access to Celanese's network or computer systems, Provider shall sign and comply with the Celanese Systems Access/Network Connectivity Agreement (or similar document), as it may be modified from time to time. Provider shall ensure, and shall be responsible for, compliance with this Section and the Celanese Systems Access/Network Connectivity Agreement (or similar document) by Provider's employees, agents, subcontractors and representatives.

19.2. Business Conduct Policy. This Section applies to the extent that Provider or any of Provider's personnel are performing Services for Celanese that constitute "Key Controls," as defined by Celanese in Celanese's Sarbanes-Oxley ("SOX") compliance process. Celanese will notify Provider if Provider's Services, or any Service, is a Key Control for Celanese. In the performance of any Key Control, Provider and Provider's personnel shall comply with all applicable Celanese requirements and Provider hereby acknowledges that Provider and Provider's personnel are involved in these SOX compliance activities of Celanese. Provider and its personnel shall review Celanese's Business Conduct Policy ("BCP"), which is available to the public on the Internet and printed copies of which will be furnished to Provider in any of the languages of English, Castilian Spanish, Dutch, French, German, Latin Spanish, Mandarin and Portuguese, as specified by Provider. Provider and Provider's personnel shall comply with Celanese's BCP to the extent that the BCP relates to the Key Controls activity that Provider is performing for Celanese.

20. MISCELLANEOUS.

20.1. Subcontracting; Assignment. Neither the Purchase Order nor any benefits thereof may be subcontracted or assigned by Provider, in whole or in part, without the prior written consent of Celanese. If Celanese consents to Provider's election to utilize the services of a subcontractor to provide Services or Products under the Purchase Order, under no circumstances will this relieve Provider of any liability of performance to Celanese. Provider shall bind every subcontractor by written agreement to observe all of the terms of the Purchase Order to the extent that they may be applicable to the subcontractor. Celanese may assign the Purchase Order in whole or in part in its sole discretion. Except as provided in Section 4 and rights to indemnity and defense hereunder, the Purchase Order will not be deemed to be for the benefit of any person or entity other than the parties to the Purchase Order and their permitted successors and assigns.

20.2. Public Statements. Provider shall not make any public statements with respect to the business, personnel or affairs of Celanese or its Affiliates, including the existence of the Purchase Order, nor use the name or any trademark or service mark of Celanese or its Affiliates without the express prior written consent of an officer of Celanese.

20.3. Headings. Headings of particular sections and paragraphs in the Purchase Order are inserted only for convenience and are in no way to be construed to be a part of the Purchase Order or as a limitation of the scope of the sections or paragraphs to which they refer.

20.4. Entire Agreement; Conflicts. The Purchase Order, these Terms and Conditions and any attachment or other document incorporated herein specifically by reference contain the entire agreement of the parties relating to the subject matter hereof. The Purchase Order including these Terms and Conditions supersede, and the parties disclaim reliance upon, any agreements, representations or warranties not expressly stated therein. In the event of a conflict or additional terms provided in any order or other Provider communication or document, the Purchase Order including these Terms and Conditions will control and the conflicting and

additional terms are hereby objected to and will be disregarded. It is acknowledged that there may exist other agreement(s) between the parties with similar subject matter or project area. Those agreements are not superseded by the Purchase Order or these Terms and Conditions. Each such unrelated agreement remains in full force and effect per the terms and conditions of each respective agreement.

20.5. Amendments. No amendments or waiver of any provision of the Purchase Order will in any event be effective unless the same is in writing and signed by each party hereto, and in the case of waivers, will only be effective in the specific instance and for the specified purpose for which it was given.

20.6. No Waiver. No failure on the part of either party to exercise, and no course of dealing with respect thereto, and no delay in exercising any right, power or remedy under the Purchase Order will operate as a waiver thereof.

20.7. Severability. If any term or provision of the Purchase Order is held to be illegal, invalid or unenforceable under any present or future law or by any governmental entity, such term or provision will be fully severable and in lieu thereof there will be added automatically as a part of the Purchase Order a legal, valid and enforceable provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible.

20.8. Governing Law; Exclusive Jurisdiction. The Purchase Order will be governed by and construed in accordance with the laws of the State of Texas without reference to its choice of law doctrine. Any suit brought by either party against the other party for claims arising out of the Purchase Order will be brought in any court of competent jurisdiction located in Dallas, Texas, and the parties hereto consent to the exclusive jurisdiction of those courts in respect of the action or proceeding.

20.9 Force Majeure. Both parties will be absolved from liability for any act, omission or circumstance occasioned by any cause whatsoever not within the control of the party affected thereby and which the affected party could not, by reasonable diligence, have avoided. However, those acts, omissions or circumstances will not relieve the affected party of liability in the event of its failure to use reasonable diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch and to give notice and full particulars of the situation in writing to the other party as soon as possible after the occurrence of the cause relied upon. The requirement that any force majeure be remedied with all reasonable dispatch will not require the settlement of strikes or labor controversies by acceding to the demands of the opposing party or parties. For the avoidance of doubt, Provider's economic hardship, changes in market conditions and mechanical failure of Provider's facility are not considered events of force majeure. If with respect to the Purchase Order, should Provider need to allocate Celanese on the Products due to an event of force majeure, Celanese shall be allocated at an amount equal to the greater of the highest allocation percentage of any purchaser of goods similar to the Products of Provider, or 1/12 of the estimated highest percentage stated on a monthly basis. Inventory in transit, including on consignment, prior to the allocation shall not be part of the allocation. This Section will not void the indemnity or confidentiality obligations set forth in the Purchase Order.

20.10. Set-off. Without prejudice to any other right or remedy it may have, Celanese reserves the right to set off at any time any amount owing to it by Provider against any amount payable by Celanese to Provider.

20.11. Notice. All notices under the Purchase Order must be in writing and signed by the party giving notice and sent to the other party to the attention of such party's contact person stated herein. A notice will be deemed given to a party when (i) delivered to the appropriate address by personal delivery or recognized overnight delivery service (costs prepaid) or (ii) received or rejected by the addressee, if sent by certified mail, return receipt requested. Each party may change the place or person to which notice is to be sent by written notice as specified above.

20.12. International Sale of Goods. Notwithstanding the application of Texas law, the parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Purchase Order.

20.13. SSAE 16 Report. If the Services impact Celanese's financial reporting, throughout the Term, within 10 business days of request by Celanese, Provider shall provide Celanese with SSAE 16 Type II reports at no additional cost and as requested by Celanese

20.14. Import Security Filing (ISF). If applicable to Services or Products, Provider shall provide the 10 required ISF Data Elements, as described by US Customs and Border Protection (CBP), to the Celanese import broker 72 hours prior to vessel departure from the port of export/loading. Provider will be responsible for any fines or customs penalties incurred, if the fines or customs penalties are a direct result of late or incorrect information provided by Provider. Provider must receive written confirmation, and maintain a copy of the written confirmation for record for a minimum of 5 years from date of issuance, from the Celanese import broker that all ISF information has been received in full. Provider can refer to the following link for verification of all ISF requirements from CBP.

<https://www.cbp.gov/border-security/ports-entry/cargo-security/importer-security-filing-102>

20.15 Medical Services Aid at Celanese Premises. From time to time, Provider or its subcontractors, agents or employees may require basic medical services at a Celanese site or facility. Celanese will provide basic medical services (i.e., first aid, treating minor injuries, etc.) to Provider or its subcontractors, agents or employees, as applicable, at such Celanese site or facility. To the extent available at the Celanese site or facility, Celanese will also provide emergency services to stabilize Provider or its subcontractors, agents or employees, as applicable. Any required medical treatment or services that are not provided at a Celanese site or facility (i.e., in an emergency vehicle, hospital, doctor's office, etc.) will be the Provider's responsibility. Notwithstanding anything in this Section 19.15, Celanese does not waive any rights it has under any applicable "Good Samaritan" laws.

20.16 ISO Certification and Advocacy. Celanese is committed to quality and is compliant with guidelines

established by ISO. Celanese will periodically monitor and audit Provider's quality systems to ensure the quality of products or workmanship sold or provided to Celanese. Celanese may periodically request evidence of Provider quality certifications.

Fairway Terms & Conditions

1. PRODUCTS AND SERVICES. Provider shall perform the services (the "Services") and/or sell to Fairway Methanol LLC ("Fairway") the products (the "Products") described in the purchase order related hereto (the "Purchase Order").

2. APPLICABILITY. The Purchase Order, together herewith and any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Products and Services, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Purchase Order. The Purchase Order expressly limits Provider's acceptance to these Terms and Conditions and other provisions of the Purchase Order. These Terms and Conditions prevail over any terms or conditions contained in any other documentation and expressly exclude any of Provider's general terms and conditions of sale or any other document issued by Provider in connection with the Purchase Order. These Terms and Conditions apply to any repaired or replacement Products provided by Provider under the Purchase Order. Fairway is not obligated to any minimum purchase or future purchase obligations under the Purchase Order.

3. PURCHASE ORDER ACCEPTANCE. The Purchase Order must be accepted in writing by Provider. If for any reason Provider should fail to accept the Purchase Order in writing, the performance by Provider of any Services, the shipment by the Provider of any Products ordered hereby, the furnishing of any Services called for in the Purchase Order or the acceptance of any payment by Provider under the Purchase Order or any other conduct by Provider which recognizes the existence of a contract pertaining to the subject matter hereof shall constitute an unqualified acceptance by Provider of the Purchase Order and all its terms and conditions. Any terms and conditions proposed in Provider's acceptance of Fairway's offer or in any acknowledgement, invoice, or order form of Provider that add to, vary from, or conflict with the terms herein are hereby objected to. If the Purchase Order has been issued by Fairway in response to an offer and if any terms herein are additional to or different from any terms of such offer or agreement from which the Purchase Order is based, the issuance of the Purchase Order by Fairway shall constitute an acceptance of such terms herein and acknowledges that this order constitutes the entire agreement between Fairway and Provider with respect to the subject matter hereof and the subject matter of such offer and Provider shall be deemed to have so assented and acknowledged unless Provider notifies Fairway of the contrary in writing within ten (10) calendar days of receipt of the Purchase Order. Provider and Fairway agree that Purchase Orders may be issued by Fairway, and accepted by Provider, via facsimile or electronic data interchange ("EDI") and that all Purchase Orders issued via facsimile or EDI shall (i) be deemed to have been (Note: EDI orders are not otherwise signed) signed by an authorized representative of Fairway and (ii) constitute originals. Fairway and Provider further agree not to contest the validity or enforceability of an accepted facsimile Purchase Order on the basis of it not being an original.

4. FAIRWAY AFFILIATES. Provider acknowledges and agrees that Affiliates (defined below) of Fairway may procure Products and Services under and pursuant to the terms of the Purchase Order as if they were

Fairway. “Affiliates” means, with respect to an entity, any entity that Controls, is Controlled by or is under common Control with that entity. “Control” (including correlative meanings for the terms “Controlled by” and “under common Control with”) means the possession directly or indirectly of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by trust, management agreement, contract or otherwise; provided, however, that beneficial ownership of

50% or more of the voting securities of an entity will be deemed to be Control. The rights, liabilities and obligations of Fairway Methanol LLC and any Affiliate under this Agreement vis-à-vis “Fairway” will be personal to Fairway Methanol LLC or the Affiliate, as the case may be, for whom the particular Service or Product is being procured or performed.

5. DELIVERY.

5.1. Delivery. Provider shall deliver all Products in a good and workmanlike manner, using sound principles and practices and exercising the highest standards of skill, care and diligence. Provider shall obtain the approval of the applicable Fairway site prior to delivery.

5.2. Title and Risk of Loss. Title and risk of loss pass to Fairway when the Products are delivered to the location specified in the applicable Purchase Order and accepted by Fairway.

5.3. Quantity. If Provider delivers more or less than the quantity of Products ordered, Fairway may reject all or any excess Products. Any such rejected Products shall be returned to Provider at Provider’s risk and expense. If Fairway does not reject the Products and instead accepts the delivery of Products at the increased or reduced quantity, the price for the Products shall be adjusted on a pro-rata basis.

5.4. Packaging. All Products shall be packed for shipment according to Fairway’s instructions or, if there are no instructions, in a manner sufficient to ensure that the Products are delivered in undamaged condition. Provider must provide Fairway prior written notice if it requires Fairway to return any packaging material. Any return of such packaging material shall be made at Provider’s expense.

5.5. Essence. Date(s) of Services, date(s) of Product shipment and delivery and quantities and qualities specified are of the essence. Provider shall promptly notify Fairway whenever it appears to Provider that it will not be able to perform or deliver as specified.

6. PRICE; PAYMENT. Unless otherwise specified herein, the price referenced in the Purchase Order includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Fairway. Provider shall submit to Fairway only one invoice per month dated at the end of the month that the Products were delivered. Fairway will pay the undisputed portions of each invoice net 60 days after invoice receipt.

7. ELECTRONIC FUNDS TRANSFER. Provider shall accept payment by Fairway through electronic funds

transfer as provided on the cover page(s), as they may be modified by separate written instructions provided by Provider to, and acknowledged by, Fairway (the “EFT Information”). Payment will be initiated on the due date with settlement occurring the following banking day. Payment will be considered made when Provider’s financial institution has received or has control of the payment transaction. If payment is initiated on a non-banking day at the originating financial institution, the funds transfer will occur the following banking day. In all cases, “banking day” is defined as the day on which both Fairway’s and Provider’s financial institutions are available to transmit and receive funds transfers. Fairway is responsible for the transaction up to the point where Provider’s financial institution receives or has control of the transaction. Any loss of data after that time will be borne by Provider except to the extent the loss is due to the negligence of Fairway or Fairway’s originating financial institution. Provider shall notify Fairway immediately if payment is not received as described above. Provider represents and warrants that Fairway may rely exclusively on the EFT Information. Provider shall hold Fairway harmless from any loss which may arise by reason of any error, mistake or fraud contained in the EFT Information. Fairway will make payments in accordance with and be governed by the National Automated Clearinghouse Association trade payment rules utilizing the CTX format. Fairway’s electronic funds transfer process will be governed by and construed in accordance with the laws of the State of New York (including, without limitation, Article 4A of the Uniform Commercial Code as enacted by the State of New York and amended from time to time), without reference to the choice of law doctrine of that state. Either party may terminate payment by electronic funds transfer by giving the other party written notice of termination; termination will be effective as of the date reasonably mutually agreed to by the parties hereto in writing.

8. INSPECTION. Fairway has the right to review, inspect and test any and all Products and Services (i) prior to completion of Services by Provider, (ii) prior to shipment of the Products by Provider, (iii) prior to arrival and (iv) upon arrival (before acceptance) of the Products at the destination. These inspections are encouraged by Provider, but will not operate to relieve Provider of its responsibility or liability under the Purchase Order. Payment by Fairway does not constitute acceptance.

9. WARRANTIES.

9.1. Products and Services. Provider warrants that Products and Services will conform to all descriptions, warranties and specifications applicable to this Purchase Order, furnished or adopted by the parties or set forth in Provider’s response to Fairway request for quote (or similar document), Provider’s catalog or brochures and other information provided to Fairway by Provider.

9.2. Products. Provider warrants that (i) it has complete and good title to all Products, free of any liens and encumbrances and free from all latent and patent defects, and (ii) Products will be of the best quality, fit and sufficient for the purpose for which purchased, merchantable, of good material and workmanship,

9.3. Services. Provider warrants that it shall perform the Services in a good and workmanlike manner, using sound principles and practices and exercising the highest standards of skill, care and diligence.

9.4. General. Provider is responsible for any defects in the Products and Services and their failure to conform to the warranties furnished by Provider and as set forth in these Terms and Conditions. At Fairway’s option, Provider shall rectify these defects and failures at Provider’s expense, allow full credit or refund the amount

paid for the defective or nonconforming Services when (i) the defects or failures are discovered within 90 days of completion of the Services, or (ii) for Products, when the defects or failures are discovered within 365 days from Fairway's receipt thereof, or to the extent the Products comprise equipment, 24 months from the date of putting the equipment into commercial operation. No defective Products or Services will be replaced without Fairway's written agreement. If Products are to be returned to Provider, transportation will be at Provider's expense.

9.5. These warranties will run to Fairway and its successors, assigns and customers and the users of Fairway products. Fairway's acceptance and use of Products after receipt from Provider will not affect Provider's warranties and representations stated herein. Fairway's failure to give notice to Provider of any breach of warranty will not discharge Provider's liability therefore. The foregoing remedies are in addition to any other rights Fairway may have hereunder or at law or in equity.

10. COMPLIANCE WITH LAWS.

10.1. Compliance with Laws. Provider shall comply with all applicable federal, state, county, local, municipal, foreign, international, multinational, or other constitution, laws, statutes, treaties, rules, regulations, ordinances and codes.

10.2. Compliance with Anticorruption Laws. Provider understands that it is Fairway's policy to comply fully with the requirements of all applicable laws including the United States Foreign Corrupt Practices Act, as amended, and all applicable anti-bribery and anticorruption laws in the countries where Provider may be located or do business on Fairway's behalf (collectively, the "Anticorruption Laws"). Provider hereby warrants that it understands the Anticorruption Laws and shall strictly comply with all applicable Anticorruption Laws. Provider shall refrain from taking any action that would cause Fairway to be in violation of any Anticorruption Law.

10.3. Premises. While Provider's employees, agents, subcontractors or representatives are on Fairway's premises, Provider shall maintain strict work discipline and its employees, agents, subcontractors and representatives shall comply with all Fairway's environmental, health, security, safety and substance abuse standards, policies and procedures applicable for such premises. Provider's employees, agents, subcontractors and representatives that are on Fairway's premises shall participate in the Fairway's environmental, health, safety programs applicable for such premises unless Provider shall provide Fairway with written certification, acceptable to Fairway, that Provider requires its personnel to participate in a substantially similar program and its personnel are current with the obligations of that program. Provider shall provide Fairway with a copy of such program upon request.

11. RIGHTS IN DELIVERABLES; NO LICENSE. Provider agrees that any deliverables or other work product arising from the Services shall be the property of and owned by Fairway, and shall be considered Confidential Information hereunder. (i) Provider hereby assigns to Fairway any and all (a) inventions, discoveries or improvements thereof, patentable or otherwise, including patents and patent applications of which Provider or an employee or subcontractor of Provider is an inventor or co-inventor which arise or mature as a result

of the performance of the Services and (b) all other copyright and derivatives, trade secret and other proprietary rights that arise out of the performance of the Services or that are applicable to any deliverables under the Purchase Order. Provider agrees that any deliverables related to the Purchase Order and work prepared for Fairway which is eligible for copyright protection in the United States or elsewhere shall be considered “work made for hire” and Fairway will be considered the author of such work. If any such work is deemed for any reason not to be a work made for hire, Provider hereby assigns all rights, title and interest in the copyright of such work, and all extensions and renewals thereof, to Fairway. Provider agrees to waive all moral rights relating to the work developed or produced, including, without limitation, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. At Fairway’s request and expense (but without any additional compensation to Provider), Provider shall execute and deliver such instruments and take such other action as may be requested (including assistance in any proprietary rights application process) by Fairway to perfect, protect or enforce Fairway’s rights in the work and deliverables related to the Purchase Order and to carry out the assignments contemplated in this Section. (ii) No license under any patent, copyright, trademark, trade secret or otherwise is granted or implied by Fairway. Information disclosed remains the property of Fairway. Provider’s obligations of confidentiality hereunder specifically prohibit filing any applications for patent or other protection that are based on Confidential Information, or on information Provider would not have obtained but for having had access to Fairway’s Confidential Information.

12. CONFIDENTIALITY.

12.1. Confidential Information. “Confidential Information” means the Purchase Order and all other information provided by or on behalf of Fairway to Provider. Notwithstanding the foregoing, Confidential Information does not include information that (i) is rightfully known to Provider at the time of disclosure as demonstrated by Provider’s written or electronic records, (ii) is or becomes part of the public domain through no wrongful act of Provider, (iii) has been rightfully received by Provider from a third party authorized to make the disclosure without restriction, (iv) has been approved in writing by an authorized representative of Fairway for release or (v) is independently developed without benefit of the Confidential Information. If Provider has any question as to whether information should be considered Confidential Information, Provider shall inquire of Fairway about the information prior to using or disclosing it. Confidential Information will not be deemed to be within any of the foregoing exceptions merely because the information is embraced by more general information in the public domain or in Provider’s possession, but only if the whole thereof is in the public domain or in Provider’s possession. Provider shall have the burden to prove, if so requested by Fairway, that such information is not Confidential Information. Provider acknowledges and agrees that “Confidential Information” also includes, without limitation, any information related to or used at any Fairway site or facility, including, without limitation, information belonging to Fairway, a Fairway tenant or other third party on a Fairway site(s), learned as a consequence of having access to a Fairway site or facility, including, without limitation, product, processes and process equipment. Provider acknowledges that Fairway may provide material samples (“Samples”), which shall be treated as Fairway Confidential Information hereunder. Provider shall keep the Samples in its control at all times and shall not make them available to any third party. Provider may not test, evaluate or analyze any of the

Samples except as expressly authorized in writing by Fairway. Provider acknowledges and agrees that the results of any evaluation, analysis or testing of Samples will be considered Fairway Confidential Information.

12.2. Restrictions. Provider shall hold the Confidential Information in strictest confidence, shall not disclose the Confidential Information, or cause or allow it to be disclosed, to any third party or use the Confidential Information for any purpose other than as expressly contemplated by the Purchase Order. Provider shall disclose the Confidential Information only to its officers and employees who need to receive the Confidential Information to carry out the purpose of the Purchase Order, who are informed of the confidential nature of the Information, and who are bound by confidentiality obligations at least as restrictive as those contained in the Purchase Order. Provider shall not disclose any Confidential Information to any third party, whether a subcontractor, agent, consultant or otherwise, unless and until Fairway has furnished written consent. Provider shall remain liable for any breaches of the Purchase Order by its officers, employees or any other individual or entity to whom Provider discloses Confidential Information.

12.3. Permitted Disclosure. Notwithstanding Section 12.2, Provider may disclose the Confidential Information in response to a request for disclosure by a court or other governmental authority, including a subpoena, court order or audit-related request by a taxing authority, if Provider: (i) promptly notifies Fairway in writing of the terms and the circumstances of that request, (ii) consults with Fairway, and cooperates with Fairway's reasonable requests to resist or narrow that request, (iii) furnishes only Confidential Information that, according to advice of its legal counsel, Provider is legally compelled to disclose and (iv) uses reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

12.4. Injunctive Relief. Provider agrees that due to the unique nature of Confidential Information there may be no adequate remedy at law for breach of this Section and that the breach may cause irreparable harm to Fairway; therefore Fairway may seek immediate injunctive relief, without the necessity of posting bond, in addition to whatever remedies it may have at law, in equity or under the Purchase Order.

13. INDEMNITY AND DEFENSE.

13.1. Indemnity and Defense. PROVIDER WILL, AT ITS EXPENSE, DEFEND, INDEMNIFY AND HOLD HARMLESS FAIRWAY AND ITS SUBSIDIARIES, AFFILIATES AND AGENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AND EMPLOYEES, AND FAIRWAY'S CUSTOMERS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ANY AND ALL LOSS, COST, EXPENSE, DAMAGE, CLAIM, DEMAND OR LIABILITY, INCLUDING REASONABLE ATTORNEY AND PROFESSIONAL FEES AND COSTS AND THE COST OF SETTLEMENT, COMPROMISE, JUDGMENT OR VERDICT (A "LOSS") INCURRED BY OR DEMANDED OF AN INDEMNITEE ARISING OUT OF, RESULTING FROM OR OCCURRING IN CONNECTION WITH PROVIDER'S NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT. IN ADDITION, PROVIDER WILL, AT ITS EXPENSE, DEFEND, INDEMNIFY AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ANY LOSS RELATED TO PERSONAL INJURY, PROPERTY DAMAGE OR DEATH ARISING FROM PROVIDER'S PERFORMANCE UNDER THIS AGREEMENT OR FROM PROVIDER'S PRESENCE ON FAIRWAY'S FACILITIES. PROVIDER EXPLICITLY ACCEPTS

THAT THE INDEMNITIES GRANTED ABOVE WAIVE ANY LIABILITY OF FAIRWAY TO PROVIDER FOR COMPARATIVE LIABILITY EVEN IN THE EVENT OF NEGLIGENCE OR GROSS NEGLIGENCE BY FAIRWAY.

13.2. Imputed Liability. For purposes of this Section, the activities of Provider or its subcontractors, agents or employees on or about Fairway's premises will be deemed to relate to Provider's work, maintenance or operations under the Purchase Order and will otherwise be imputed to Provider for the purpose of triggering this Section, regardless of whether such activities are within the scope of their agency or employment.

13.3. Fairway's Participation. Without relieving Provider of any of its obligations hereunder, Fairway may elect to defend or participate in the investigation and/or defense of any related lawsuit at its own expense. Prior to service or filing of any significant pleading, motion, brief, discovery response or other document on behalf of Fairway, Provider will provide such documents to Fairway for review and approval, which shall not be unreasonably withheld.

13.4. Notice. Fairway will notify Provider in writing of a claim or suit or other matter subject to this Section as soon as commercially practicable following Fairway's receipt of service of legal process and provide reasonable cooperation (at Provider's expense) and full authority to defend or settle the claim or suit. A delay in notice will not relieve Provider of its obligations under this Section. Once Fairway notifies Provider in writing of a claim or suit or other matter subject to this Section, Provider shall provide notice of a claim or suit or other matter subject to this Section to any and all insurance carriers providing insurance to Provider pursuant to the Purchase Order. Within 7 days of Provider's receipt of Fairway's notice of a claim or suit or other matter subject to this Section as described above, Provider shall provide Fairway written proof that the above-mentioned insurance carriers have been put on notice.

14. INSURANCE.

14.1 Minimum Insurance. Provider shall obtain, pay for and keep in force the following minimum insurance: (i) workers compensation insurance at statutory limits covering all of provider's employees and employers liability at limits of \$1,000,000 bodily injury each accident; \$1,000,000 bodily injury disease policy limit; and \$1,000,000 bodily injury disease each employee; (ii) commercial general liability insurance (including contractual liability, personal/advertising injury liability, and products/completed operations coverage) at limits of \$5,000,000 per occurrence; \$5,000,000 per occurrence personal/advertising injury liability; \$5,000,000 annual general aggregate; and \$5,000,000 products/completed operations aggregate; (iii) commercial automobile liability insurance covering all Provider's owned, hired, and non-owned vehicles at limits of \$1,000,000 per occurrence and \$1,000,000 annual aggregate; (iv) umbrella liability insurance in amounts sufficient to meet the limits stated above for employers liability, commercial general liability, and commercial automobile liability coverage if Provider's underlying limits do not total the limits required in subsections (i), (ii), and (iii) of this Section; coverage shall be written on a "follow form" basis and shall be concurrent with all underlying coverages; and (v) professional liability insurance (if Provider is performing a professional service) at limits of \$1,000,000 per claim/occurrence and \$3,000,000 annual aggregate.

14.2. Insurance Requirements. Each insurance policy required to be obtained and maintained pursuant to Section 14.1 shall be effective in all localities where Provider may perform any work hereunder with insurers that maintain policy holders' rating of no less than "A" from A.M. Best. Upon Fairway's written request, Provider shall deliver to Fairway certificates of insurance evidencing that such insurance is in effect and providing that Provider, Provider's insurance agent/broker, or Provider's Insurer(s) will give Fairway at least thirty (30) days' written notice in advance of any reduction in or cancellation of such insurance. Except for professional liability insurance obtained and maintained pursuant to Section 14.1(v), all Provider's coverage shall be written on an "Occurrence" form. Provider's coverages (ii), (iii), and (iv) (if applicable) shall be primary and non-contributory. Provider shall require its subcontractors, if any, to likewise comply with these minimum requirements. If any coverage required herein is written on a claims-made basis, Provider shall either maintain such insurance coverage as required above for at least five (5) years from the date of Provider's final completion of the work, or Provider shall purchase a five-year Extended Reporting Period for the policy.

14.3 Insurance Endorsements. Provider shall instruct its insurer(s) to endorse Provider's insurance policies as follows, reflecting such language on each certificate of insurance delivered by Provider: ALL RIGHTS OF SUBROGATION UNDER THIS CONTRACT ARE HEREBY WAIVED BY Provider's WORKERS COMPENSATION/EMPLOYERS LIABILITY INSURER(S) WITH RESPECT TO CLAIMS AGAINST Fairway AND ITS SUBSIDIARIES, AFFILIATES AND AGENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AND EMPLOYEES, AND FAIRWAY'S CUSTOMERS (COLLECTIVELY "INDEMNITEES"); and FAIRWAY AND ITS SUBSIDIARIES, AFFILIATES AND AGENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AND EMPLOYEES, AND Fairway's CUSTOMERS (COLLECTIVELY "INDEMNITEES") SHALL BE INCLUDED AS ADDITIONAL INSUREDS with respect to coverages (ii), (iii), and (iv) (if applicable).

15. RIGHT TO AUDIT. Provider shall keep full and detailed accounts as may be necessary and satisfactory to Fairway to ensure compliance with the Purchase Order, including, without limitation, quality control and protection of Fairway Confidential Information. Upon Fairway's request, Provider shall give Fairway and its designated auditor, if any, access to all of Provider's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to the Purchase Order (collectively, "records") and Provider's quality control laboratories. Provider shall preserve all of these records for a period of 3 years after final payment by Fairway hereunder. Such records will be deemed "Confidential Information" hereunder. In the event a noncompliance is found, Provider shall correct the noncompliance and pay all costs of the audit.

16. TERMINATION. (i) At any time by written notice to the other party, either party may terminate this Purchase because of a material breach of the Purchase Order by the other party if the breach is not corrected to the reasonable satisfaction of the non-breaching party within 30 days after the breaching party's receipt of written notice reasonably detailing the breach. (ii) Fairway may terminate the Purchase Order or any unfulfilled order related hereto for any reason and without penalty with 7 days written notice to Provider. (iii) If a party becomes insolvent, is unable to pay its debts as they mature, makes a general assignment for the benefit of creditors, has a receiver appointed for the whole or any substantial part of its property or becomes bankrupt, then the other party may, in addition to all other rights and remedies

provided by law, immediately terminate the Purchase Order by written notice to the other party. (iv) Termination under this Section will take effect on the date indicated in the applicable notice of termination.

17. TERMINATION PROCESS. If the Purchase Order is terminated as provided herein, (i) as to Services, Provider will be paid authorized costs and charges for Services performed prior to the effective date of termination and all reasonable actual documented costs incurred at Fairway's request after termination and (ii) as to Products, Provider shall fulfill all orders placed under the Purchase Order by Fairway prior to termination unless otherwise specified by Fairway. Provider shall not remove any equipment, supplies or materials located at any Fairway site without specific written authorization from the appropriate Fairway facility representative.

18. INDEPENDENT CONTRACTOR. Provider will remain an independent contractor, will not be an agent or employee of Fairway and will not have, nor represent that it has, any power to bind Fairway or to assume or create any obligation, express or implied, on behalf of Fairway. Provider and its employees will not be considered employees of Fairway or entitled to participate in, or accrue credit toward, an employee compensation or welfare or benefit plan or arrangement of Fairway. It is expressly understood Fairway is interested only in results obtained and neither Fairway nor Fairway's representatives will have any authority to exercise control over the manner in which the work is performed, other than the right to order the work to start or stop or to inspect progress or receive reports, have any authority to supervise Provider's employees, agents or subcontractors or have any authority to direct or control their detailed methods or performance. Any provisions of the Purchase Order which may appear to give Fairway the right to direct Provider or its employees as to details of doing the work addressed in the Purchase Order or to exercise a measure of control over the work will be deemed to mean that Provider will follow the desires of Fairway in the results of the work only.

19. POLICIES

19.1. Network Access. Provider will not access Fairway's network and computer systems without Fairway's prior written consent. In connection with any access to Fairway's network or computer systems, Provider shall sign and comply with the Fairway Systems Access/Network Connectivity Agreement (or similar document), as it may be modified from time to time. Provider shall ensure, and shall be responsible for, compliance with this Section and the Fairway Systems Access/Network Connectivity Agreement (or similar document) by Provider's employees, agents, subcontractors and representatives.

19.2. Business Conduct Policy. Provider and its personnel shall review and abide by any Business Conduct Policy ("BCP") provided in writing to Provider.

20. MISCELLANEOUS.

20.1. Subcontracting; Assignment. Neither the Purchase Order nor any benefits thereof may be subcontracted or assigned by Provider, in whole or in part, without the prior written consent of Fairway. If Fairway consents to Provider's election to utilize the services of a subcontractor to provide Services or Products under the Purchase Order, under no circumstances will this relieve Provider of any liability of performance to Fairway. Provider shall bind every subcontractor by written agreement to observe all of the

terms of the Purchase Order to the extent that they may be applicable to the subcontractor. Fairway may assign the Purchase Order in whole or in part in its sole discretion. Except as provided in Section 4 and rights to indemnity and defense hereunder, the Purchase Order will not be deemed to be for the benefit of any person or entity other than the parties to the Purchase Order and their permitted successors and assigns.

20.2. Public Statements. Provider shall not make any public statements with respect to the business, personnel or affairs of Fairway or its Affiliates, including the existence of the Purchase Order, nor use the name or any trademark or service mark of Fairway or its Affiliates without the express prior written consent of an officer of Fairway.

20.3. Headings. Headings of particular sections and paragraphs in the Purchase Order are inserted only for convenience and are in no way to be construed to be a part of the Purchase Order or as a limitation of the scope of the sections or paragraphs to which they refer.

20.4. Entire Agreement; Conflicts. The Purchase Order, these Terms and Conditions and any attachment or other document incorporated herein specifically by reference contain the entire agreement of the parties relating to the subject matter hereof. The Purchase Order including these Terms and Conditions supersede, and the parties disclaim reliance upon, any agreements, representations or warranties not expressly stated therein. In the event of a conflict or additional terms provided in any order or other Provider communication or document, the Purchase Order including these Terms and Conditions will control and the conflicting and additional terms are hereby objected to and will be disregarded. It is acknowledged that there may exist other agreement(s) between the parties with similar subject matter or project area. Those agreements are not superseded by the Purchase Order or these Terms and Conditions. Each such unrelated agreement remains in full force and effect per the terms and conditions of each respective agreement.

20.5. Amendments. No amendments or waiver of any provision of the Purchase Order will in any event be effective unless the same is in writing and signed by each party hereto, and in the case of waivers, will only be effective in the specific instance and for the specified purpose for which it was given.

20.6. No Waiver. No failure on the part of either party to exercise, and no course of dealing with respect thereto, and no delay in exercising any right, power or remedy under the Purchase Order will operate as a waiver thereof.

20.7. Severability. If any term or provision of the Purchase Order is held to be illegal, invalid or unenforceable under any present or future law or by any governmental entity, such term or provision will be fully severable and in lieu thereof there will be added automatically as a part of the Purchase Order a legal, valid and enforceable provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible.

20.8. Governing Law; Exclusive Jurisdiction. The Purchase Order will be governed by and construed in accordance with the laws of the State of Texas without reference to its choice of law doctrine. Any suit brought by either party against the other party for claims arising out of the Purchase Order will be brought

in any court of competent jurisdiction located in Dallas, Texas, and the parties hereto consent to the exclusive jurisdiction of those courts in respect of the action or proceeding.

20.9 Force Majeure. Both parties will be absolved from liability for any act, omission or circumstance occasioned by any cause whatsoever not within the control of the party affected thereby and which the affected party could not, by reasonable diligence, have avoided. However, those acts, omissions or circumstances will not relieve the affected party of liability in the event of its failure to use reasonable diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch and to give notice and full particulars of the situation in writing to the other party as soon as possible after the occurrence of the cause relied upon. The requirement that any force majeure be remedied with all reasonable dispatch will not require the settlement of strikes or labor controversies by acceding to the demands of the opposing party or parties. For the avoidance of doubt, Provider's economic hardship, changes in market conditions and mechanical failure of Provider's facility are not considered events of force majeure. If with respect to the Purchase Order, should Provider need to allocate Fairway on the Products due to an event of force majeure, Fairway shall be allocated at an amount equal to the greater of the highest allocation percentage of any purchaser of goods similar to the Products of Provider, or 1/12 of the estimated highest percentage stated on a monthly basis. Inventory in transit, including on consignment, prior to the allocation shall not be part of the allocation. This Section will not void the indemnity or confidentiality obligations set forth in the Purchase Order.

20.10. Set-off. Without prejudice to any other right or remedy it may have, Fairway reserves the right to set off at any time any amount owing to it by Provider against any amount payable by Fairway to Provider.

20.11. Notice. All notices under the Purchase Order must be in writing and signed by the party giving notice and sent to the other party to the attention of such party's contact person stated herein. A notice will be deemed given to a party when (i) delivered to the appropriate address by personal delivery or recognized overnight delivery service (costs prepaid) or (ii) received or rejected by the addressee, if sent by certified mail, return receipt requested. Each party may change the place or person to which notice is to be sent by written notice as specified above.

20.12. International Sale of Goods. Notwithstanding the application of Texas law, the parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Purchase Order.

20.13. SSAE 16 Report. If the Services impact Fairway's financial reporting, throughout the Term, within 10 business days of request by Fairway, Provider shall provide Fairway with SSAE 16 Type II reports at no additional cost and as requested by Fairway

20.14. Import Security Filing (ISF). If applicable to Services or Products, Provider shall provide the 10 required ISF Data Elements, as described by US Customs and Border Protection (CBP), to the Fairway import broker 72 hours prior to vessel departure from the port of export/loading. Provider will be responsible for any fines

or customs penalties incurred, if the fines or customs penalties are a direct result of late or incorrect information provided by Provider. Provider must receive written confirmation, and maintain a copy of the written confirmation for record for a minimum of 5 years from date of issuance, from the Fairway import broker that all ISF information has been received in full. Provider can refer to the following link for verification of all ISF requirements from CBP.

<https://www.cbp.gov/border-security/ports-entry/cargo-security/importer-security-filing-102>

20.15 ISO Certification and Advocacy. Fairway is committed to quality and is compliant with guidelines established by ISO. Fairway will periodically monitor and audit Provider's quality systems to ensure the quality of products or workmanship sold or provided to Fairway. Fairway may periodically request evidence of Provider quality certifications.

Partnership Opportunities

Corporate Services

- Advertising and Marketing
- Contributions and Memberships
- Facilities Services & Supplies
- Government Services, Taxes, and Fees
- Human Resources
- IT Hardware/Software & Staffing
- Professional Services
- Travel & Fleet

Logistics

Maintenance, Repair & Operations

- Facilities Services & Supplies
- Industrial Supplies
- Maintenance, Construction and Repair Services
- Packaging
- Plant Equipment
- Plant Services
- Professional Services Building Equipment

Raw Materials

Frequently Asked Questions – FAQs

Who do I call when I have a question?

Procurement and Strategic Sourcing

For general questions regarding purchasing policies or contract implementation issues, suppliers should contact the Strategic Sourcing Manager for the commodity.

Invoice and Purchase Orders

For questions or issues regarding purchase order status, invoice discrepancies or other transactional-related inquiries, contact the Transactional Service Center or Strategic Sourcing Manager for the related region.

North America - 888-676-4823

Europe - Contact Strategic Sourcing Manager

Asia - Contact Strategic Sourcing Manager

Payments or Invoices

For questions or issues regarding payment of invoices, contact Celanese Accounts Payable via email at GLOBALAP@celanese.com.

How do I verify the status of a payment?

Celanese has partnered with various B2B service providers. If you are a current supplier connected to Celanese electronically, you may be able to access Purchase Order and E-invoicing information.

How will I know that my request to become a Celanese supplier was accepted?

Once the Strategic Sourcing Manager for the commodity reviews and accepts your company information, you will receive an email instructing you to complete the online registration process. The email message will contain log-in credentials and list all required documentation to finalize your submission.

Does Celanese only operate with global suppliers?

No. Celanese will conduct business with suppliers who are globally competitive and who will provide the lowest long-term cost of ownership.

Why does Celanese have a Supplier Diversity Program?

Our vision is to be an inclusive company that recognizes having a diverse portfolio of suppliers in our supply chain is a critical element in the chemical equation and the key to driving innovation and growing the economy. Through our Supplier Diversity Program, Celanese is committed to the development and inclusion of diverse owned businesses in our supply chain.

What is a diverse supplier?

A diverse supplier is defined as a proprietorship, partnership, corporation or joint-venture that is 51% owned and operated by a woman, minority, veteran, member of the LGBT community, or person with a disability. Businesses can be classified as one or more of these categories but must obtain certification(s) from a national, regional, federal and/or state certifying agency.

How does a company become certified?

Business that meet the criteria to be considered diverse-owned should contact the following certification and advocacy organizations:

- National Minority Supplier Development Council - www.NMSDC.org
- Women's Business Enterprise National Council - www.WBENC.org
- Disability:In - www.DISABILITYIN.org
- National Veteran-Owned Business Association - www.NAVOBA.org
- National LGBT Chamber of Commerce - www.NGLCC.org
- Federal and/or State Government and Veterans DD Form 214

How much does it cost for a supplier to become diverse certified?

There is no cost for registering or participating in Celanese's Supplier Diversity Program. However, there are costs to obtain certifications from one of the certifying organizations. The cost ranges from \$350-\$1000 annually and varies depending on certifying organization, region and size of company. For additional details on pricing, visit the certifying agency's website.

How long does certification take?

Certification can take several months to be approved as the process may include an audit of the supplier's financial data, location, and business practices before certifying that a supplier is a proprietorship, partnership, corporation or joint-venture that is 51% owned and operated by a woman, minority, veteran, member of the LGBT community, or person with a disability.

How does a diverse supplier register to participate in the Supplier Diversity Program?

Suppliers that have current certifications from a national, regional, or state certifying agency need to self-register in Celanese's Supplier Diversity Portal.

Where should businesses direct questions about Supplier Diversity or the Supplier Diversity Portal?

Please visit www.celanese.com/supplierdiversity or email supplierdiversity@celanese.com
Mail to: Supplier Diversity, 222 W. Las Colinas Blvd., Suite 900N Irving, Texas, USA 75039



Supplier Diversity Office

Celanese Corporation
c/o Supplier Diversity
222 W. Las Colinas Blvd., Suite 900N
Irving, Texas, 75039 USA
t: + 972-443-2078
w: celanese.com/supplierdiversity
