

**PURCHASE ORDER
TERMS AND CONDITIONS – SERVICES**

1. AGREEMENT AND ACCEPTANCE. These terms and conditions, together with the purchase order, statement of work and any other documents specifically adopted by reference in any such documents, constitute the entire agreement (this “**Agreement**”) between SunCoke Energy, Inc. (“**Buyer**”) and the seller or vendor party thereto (“**Seller**”). This Agreement constitutes the parties’ entire contractual agreement and supersedes any previous oral or written representations, including but not limited to provisions in Seller’s quotations, proposals, acknowledgments or other documents. No course of dealing or usage of trade shall be applicable unless expressly incorporated in this Agreement. The terms of this Agreement may not be varied or modified in any manner, unless in a subsequent writing signed by an authorized representative of Buyer. Any stenographic or clerical errors are subject to correction by Buyer. Seller’s written acknowledgment or commencement of Seller’s performance of the services to be performed by it under this Agreement (the “**Services**”), whichever occurs first, shall be deemed acceptance of this Agreement. All Services shall be performed and/or Deliverables provided subject to an approved purchase order that is in the possession of Seller prior to commencement of the Services. Any acceptance by Seller is limited to acceptance of the express terms set forth in this Agreement. Any proposal for additional or different terms or any attempt by Seller to vary in any degree any of the terms of this Agreement is hereby deemed material and is objected to and rejected by Buyer. If this Agreement shall be deemed an acceptance of a prior offer by Seller, the acceptance is expressly made conditional on Seller’s assent to the terms and conditions set forth herein and such acceptance is limited to the express terms set forth in this Agreement. For the avoidance of doubt, in the event that any purchase order, statement of work or similar document constituting a part of this Agreement includes the procurement, construction, manufacture, provision, delivery and/or shipment of any goods, then the Services shall include such procurement, construction, manufacture, provision, delivery and/or shipment as well as the goods themselves.

2. EXPRESS WARRANTIES. Seller expressly warrants to Buyer that: (a) the Services shall be performed by personnel of appropriate skill, experience and qualifications and in a good, workmanlike, professional and timely manner consistent with applicable industry standards and best industry practice; (b) all documents, work product and other materials that are delivered to Buyer under this Agreement or prepared by or on behalf of the Seller in the course of performance hereunder (collectively, the “**Deliverables**”) shall be in strict conformance with applicable specifications and industry accepted performance criteria, and Buyer shall receive good and valid title to all such Deliverables, free and clear of all encumbrances and liens of any kind; (c) all information Seller has provided to Buyer with respect to the Services and its business is true, accurate and complete in all material respects; (d) Seller and its employees, subcontractors and agents are capable of performing its obligations under this Agreement and Seller has obtained all licenses, permits, approvals and authorizations necessary to enter into this Agreement and to satisfy its obligations hereunder; (e) the Services shall be performed in strict conformance with this Agreement, including but not limited to any statement of work issued by Buyer and (f) Seller is, and shall perform the Services, in compliance with all applicable federal, state and local laws, regulations and orders, and agency or association standards or other standards applicable to the Services, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.

In the event that the Services include the procurement, construction, manufacture, provision, delivery and/or shipment of any goods, then Seller expressly warrants for a period of 12 months from the later to occur of first use of such goods by Buyer or acceptance of such goods by Buyer (the “**Warranty Period**”) as follows: (i) such goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (ii) such goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (iii) Buyer shall receive title to such goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (iv) such goods shall be merchantable, safe and fit for the Buyer’s intended purposes, which purposes have been communicated to Seller; (v) such goods shall be adequately contained, packaged, marked and labeled; and (vi) such goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination; provided, that Seller agrees to waive and hereby does waive the expiration of the Warranty Period with respect to any goods in the event there are any failure or defects in such goods discovered after the Warranty Period that are material in nature, that affect a significant portion of the goods or that, in Buyer’s reasonable determination, could reasonably be expected to damage property or the health and safety of any person.

If Buyer experiences any defect, failure or non-conformity in any goods procured, constructed, manufactured, delivered and/or shipped under this Agreement during the Warranty Period, Buyer shall have the right to take the following actions, at Buyer's option: (v) retain the defective goods in whole or in part with an appropriate adjustment in the price for such goods; (w) require Seller to cure defects in such goods within a reasonable period of time, determined by Buyer in its sole discretion taking into account the urgency of the given situation; (x) require Seller to repair or replace the defective goods in whole or in part at Seller's sole expense, including all shipping, transportation and installation costs; (y) correct or replace the defective goods with similar goods from a third-party and recover the total cost of such correction or replacement from Seller, including the cost of product recalls; and (z) exercise all other rights under the Uniform Commercial Code and any other applicable laws.

The above warranties shall be in addition to all other warranties provided by law or in equity, whether express, implied or statutory, shall survive and remain in force after any inspection, test, delivery, acceptance, use and payment by Buyer, and shall inure to the benefit of Buyer, its successors, assigns, customers and the users of the Deliverables. These warranties may not be limited or disclaimed by Seller. Buyer's approval of Seller's design, material, process, drawing, specifications or the like shall not be construed to relieve Seller of the warranties set forth herein, nor shall a waiver by Buyer of any drawing or specification for one more articles constitute a waiver of any such requirements for the remaining articles to be delivered hereunder unless so stated by Buyer in writing.

3. PRICE; PAYMENT. The Services shall be furnished at the price set forth in the purchase order or other such document that Seller may use to set forth the price. Prices shall be inclusive of all delivery costs. Seller warrants that the price for the Services shall be no less favorable than the lowest price extended to any other customer for the same or similar services; and the prices set forth in this Agreement shall be adjusted downward to reflect any such more favorable pricing. Buyer shall also receive the full benefit of all discounts, premiums and other favorable terms of payment customarily offered by Seller to its customers for the same or similar services. In the event Seller reduces its price for the same or similar services, Seller agrees to reduce the prices to Buyer for the Services correspondingly. Seller will not be paid for Services performed that have not been authorized by an approved purchase order prior to commencement of Services. Seller warrants that the prices in this Agreement shall be complete, and no additional charges of any type shall be added without Buyer's express written consent, including but not limited to, taxes, and insurance. Payment terms shall be net 45 days unless otherwise specifically indicated in the purchase order. Buyer may offset and reduce any payment under this Agreement by any amounts due and payable by Seller to Buyer, whether under this Agreement or otherwise.

4. TIME IS OF THE ESSENCE; DELIVERY OF GOODS. Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder, including the performance of the Services, and that prompt and timely performance of all such obligations, including the submission of invoices and any and all performance dates, timetables, project milestones and other requirements in this Agreement, is strictly required. In the event that the Services include the procurement, construction, manufacture, provision, delivery and/or shipment of any goods, then any and all deliveries of such goods hereunder must be effected within the time specified in the applicable purchase order. If delivery of any goods is not timely made, Buyer may, in addition to its other rights and remedies, direct Seller to make expedited routing at Seller's expense. Any and all goods provided hereunder shall be properly packed, marked, loaded and shipped as required by this Agreement and by the transporting carrier. Unless Buyer instructs otherwise, any and all goods provided hereunder shall be shipped in a manner that will permit the lowest transportation rates to apply. Seller shall reimburse Buyer for all expenses incurred due to improper packing, marking, loading or routing. The risk of loss or damage to any goods in transit shall be upon Seller, except where shipment is by Buyer's vehicle, in which case the risk of loss or damage shall pass to Buyer upon completion of loading. Seller shall not procure, produce or ship any goods unless authorized in writing by Buyer or as necessary to meet specific delivery dates. Shipments in excess of those authorized by Buyer or shipments received by Buyer in advance of the scheduled delivery date may be returned by Buyer to Seller at Seller's expense, and such determination shall be at the sole discretion of Buyer. Buyer may change shipping schedules or direct temporary suspension of such scheduled shipments.

5. TERMINATION AND CHANGE.

A. Buyer may terminate this Agreement or any order under this Agreement, in whole or in part, for cause, including in the event that Seller: (i) has not performed or complied in any material respect with any of the terms of this Agreement, (ii) performs Services or delivers Deliverables that are defective or that do not conform to this Agreement or (iii) fails upon request to provide Buyer with reasonable assurances of future performance.

Additionally, Buyer may terminate this Agreement in the event of any of the following: (i) insolvency of Seller; (ii) the filing of an involuntary or voluntary petition of bankruptcy against Seller; (iii) the execution by Seller of an assignment for the benefit of creditors; or (iv) the appointment of a receiver over Seller's assets. Any termination pursuant to this Section 5.A. shall be effective immediately upon written notice to Seller.

B. Buyer reserves the right to terminate this Agreement or any order under this Agreement, in whole or in part, for its sole convenience, without reason or cause. In the event of such termination, Seller immediately shall stop performing the Services and shall promptly cause all of its suppliers and subcontractors to cease performing the Services. Following any termination pursuant to this Section 5.B., Seller shall be paid a reasonable termination charge consisting solely of a portion of the order price reflecting the percentage of the Services that Seller has performed prior to the notice of termination, which termination charge shall be approved by Buyer. Within thirty (30) days after receipt of a termination notice, Seller shall submit its claim for payment of the termination charge. Buyer reserves the right to verify Seller's claim for the termination charge by auditing all relevant records of Seller, and Seller shall provide all reasonably requested cooperation and access for such audit. Seller shall not be paid for any Services performed after receipt of the notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided. In no event shall Buyer be liable or responsible for any loss of profits by Seller or Seller's suppliers or subcontractor or for any cancellation charges payable by Seller or Seller's suppliers or subcontractors.

C. Buyer shall have the right to make any changes, additions or alterations in and to the Services and Deliverables, including the items, quantities, destination, specifications, drawings, designs or delivery schedules. Following any request by Buyer to make such changes, additions or alterations, the parties will undertake to negotiate an appropriate adjustment in price and terms to the extent that Seller's direct costs are materially affected by such changes. Any request by Seller for an adjustment in price or terms must be made prior to the execution of any Change Order for such change. All changes and adjustments, if any, must be in writing and signed by a duly authorized representative of Buyer (each, a "**Change Order**"), and no work covered by any requested change shall proceed until Buyer has approved and authorized the Change Order following this Change Order process. Any Change Order executed by both Buyer and Seller shall constitute an amendment to this Agreement.

6. INSPECTION, ACCEPTANCE, REJECTION. Buyer may inspect the Services and Deliverables covered by this Agreement at during any stage of their preparation, performance or completion. In the event any Services are performed or Deliverables are prepared at Seller's facilities, Buyer shall have the right to enter onto Seller's premises at reasonable times to verify that such Services and Deliverables conform to all requirements hereunder, and Seller agrees to provide any and all supporting documentation required by Buyer or Buyer's agents in the course of such verification. At Buyer's request, Seller shall submit production and quality test reports and related data. Notwithstanding payment or prior inspection, if any of the Services or Deliverables are found to be defective in material or workmanship or otherwise not in conformity with the requirements of this Agreement, in addition to any other remedies that it may have, Buyer may correct or have corrected the non-conformity at Seller's expense or reject the Deliverables and/or discontinue the applicable Services at Seller's expense, at Buyer's sole discretion. Final acceptance of Deliverables and/or Services shall not be conclusive with respect to latent defects or misrepresentations. Nothing in this Agreement shall relieve Seller from the obligation of testing, inspection and quality control. Deliverables may be rejected at Buyer's sole discretion for defects or defaults revealed by inspection, analysis or subsequent manufacturing operations even though such Deliverables previously may have been accepted.

7. PAYMENT ADJUSTMENTS FOR COMPLIANCE FAILURES.

A. Without prejudice to any other rights, remedies or claims of Buyer, in the event that Buyer, in its sole discretion, determines that Seller at any time has failed to comply with requirements of this Agreement (each, a "**Compliance Failure**"), Buyer shall have the right to withhold payments or backcharge amounts owed to Seller ("**Payment Adjustment**") until such time as the Compliance Failure is remedied or judgment is entered by lawful order of court or other tribunal. Examples of Compliance Failures include, but are not limited to:

- (i) Failure to supply a sufficient number or quality of personnel or materials appropriate to perform the Services;
- (ii) Failure to timely comply with the project schedule;
- (iii) Failure to complete the Services on time or as required in any respect;

- (iv) Failure to provide conforming Services in a timely manner; and
- (v) Failure to complete the Services in a manner that Seller's actions or omissions do not result in the stoppage, delay or interference with the activities and business of Buyer or any of Buyer's other suppliers, vendors or service providers.

B. *Opportunity To Cure Allowed.* In the event of a Compliance Failure, if Buyer, in its sole discretion, determines that project scheduling will allow Seller an opportunity to cure the Compliance Failure, then as soon as practicable, Buyer shall execute and deliver to Seller a written notice of nonconformance directing Seller in writing to cure the Compliance Failure within a prescribed number of working days, and advising Seller that if the Compliance Failure is not cured, Buyer will take all necessary steps to cure the Compliance Failure and will make a Payment Adjustment for all costs and expenses incurred in connection therewith. After the prescribed period has expired, if the Compliance Failure has not been cured, Buyer may itself provide, or have any other supplier provide, any and all labor and materials necessary to correct the Compliance Failure. Buyer will thereafter make a Payment Adjustment by issuing a Change Order reducing the amount of the applicable payment for all costs and expenses it incurs in connection with the correction of the Compliance Failure.

C. *No Opportunity To Cure Allowed.* Notwithstanding any provisions in this Agreement to the contrary, in the event of a Compliance Failure, if Buyer, in its sole discretion, determines that such Compliance Failure is not reasonably capable of being cured or that allowing Seller an opportunity to cure the Compliance Failure would be inexpedient with respect to the project schedule, Buyer shall execute and deliver to Seller a written notice of nonconformance and that Buyer will make a Payment Adjustment by issuing a Change Order reducing the amount of the applicable payment for all costs and expenses incurred in connection therewith.

D. The issuance of the Payment Adjustment and Change Order shall not in any way affect the parties' rights and obligations remaining under this Agreement except as expressly set forth therein.

E. In the event a Payment Adjustment and Change Order is issued by Buyer, and Seller disputes the necessity or the amount of the Payment Adjustment, the parties shall negotiate in good faith. If such negotiation does not resolve the dispute, either party may seek to resolve the dispute pursuant to Section 12.D of this Agreement.

8. INDEMNIFICATION AND INSURANCE.

A. To the fullest extent permitted by law, Seller agrees to indemnify, save harmless and defend Buyer and its affiliated companies, and its and their directors, officers, employees, agents and customers ("**Indemnitees**") from and against any loss, liabilities, costs, expenses, suits, actions, claims and all other obligations and proceedings, including without limitation all judgments rendered against, and all fines and penalties imposed upon, Indemnitees and all attorneys' fees and any other cost of litigation ("**Liabilities**") arising out of or relating to (i) injuries to persons, including death, or damage to property caused by Seller, its employees, agents, subcontractors, or in any way attributable to the performance of Seller; (ii) breach of contract, breach of warranty or product liability by Seller or (iii) the negligence or intentional misconduct of Seller or its affiliated companies or its or their employees, agents or subcontractors; provided, however, that Seller's obligation to indemnify Buyer shall not apply to any liabilities to the extent arising from Buyer's negligence. Seller agrees to indemnify, save harmless and defend Indemnitees from and against all Liabilities arising out of actual or alleged infringement, including infringement of any patent, trademark or copyright, by Seller. Seller shall not enter into any settlement without Buyer's or Indemnitees' prior written consent. The indemnification obligation under this Article shall apply, without limitation, to all matters involving injured employees of the Seller or any supplier or subcontractor of any tier, regardless of any provisions of the applicable Workers' Compensation laws, and in particular regardless of the exclusive remedy and/or employees' immunity provisions of those laws, all of which are hereby expressly waived.

B. At Seller's own cost, Seller shall procure and maintain policies of insurance with reputable insurers rated not less than A-:VII by A.M. Best Company's or having an equivalent rating from a reputable and nationally-recognized rating agency (such as Standard and Poor's). The policies of insurance shall be written on an occurrence basis or on a claims made basis in which event insurance shall be maintained during the term of this Agreement. Seller shall maintain insurance coverage in amounts not less than the following: (i) Worker's Compensation – Statutory Limits for the state or states in which this Agreement is to be performed (or evidence of authority to self-insure); (ii) Employer's Liability – \$1,000,000; (iii) Comprehensive General Liability (including Products/Completed Operations and Blanket Contractual Liability) – \$1,000,000 per person, \$1,000,000 per occurrence (personal injury) and \$1,000,000 per occurrence (property damage), and (iv) Automobile Liability (including owned, non-owned and hired vehicles) – \$1,000,000 per person, \$1,000,000 per occurrence (personal injury) and \$1,000,000 per occurrence (property damage). All insurance shall apply separately to each insured and additional insured against whom a claim is made or suit is

brought, except with respect to the limits of the insurer's liability. Seller's insurance coverage is primary and non-contributory to any insurance Buyer may carry. Seller's insurance must cover Buyer, its parent, subsidiaries and affiliates and its and their respective officers, directors, and employees, who shall be listed as additional insureds on the executed certificate of insurance. All insurance coverages shall include a waiver of subrogation in favor of Buyer, its parents, subsidiaries and affiliates and its and their respective officers, directors and employees. Upon the execution and agreement of this document, Seller shall furnish certificates of insurance setting forth the amounts of coverage, policy numbers and dates of expiration for insurance maintained by Seller. Such certificates shall provide that Buyer will receive thirty (30) days' prior written notification from the insurer of any termination or reduction in the amount or scope of coverages. Renewal certificates, as required, shall be forwarded to Buyer until Seller completes the work as specified in this Agreement. Seller's purchase of insurance coverage and the furnishing of certificates of insurance shall not release Seller of its obligations or liabilities under this Agreement. In the event of Seller's breach of this Section 8.B., Buyer shall have the right to terminate this Agreement in accordance with Section 5.A. and shall not be required to make further payments except for any Services performed prior to termination.

9. REMEDIES. Buyer's rights and remedies shall be cumulative and in addition to any other rights or remedies provided by law or equity. A waiver by Buyer of any right or remedy shall not affect any rights or remedies subsequently arising under the same or similar clause. Any attempt by Seller to limit Buyer's warranties, remedies or the amount and types of damages that Buyer may seek shall be null and void.

10. LABOR DISPUTES. Seller shall notify Buyer of any actual or potential labor dispute delaying or threatening to delay timely performance of this Agreement. Seller shall notify Buyer in writing at least six (6) months in advance of the expiration of any of Seller's current labor contracts. In the event that the Services include the procurement, construction, manufacture, provision, delivery and/or shipment of any goods, then, at Buyer's request, Seller shall deliver a supply of finished goods at least 30 days prior to the expiration of any such labor contract, in quantities and for storage at sites designated by Buyer.

11. INFORMATION AND DATA.

A. Seller will furnish to Buyer, or another party designated by Buyer, without restrictions on use or disclosure, all information and data Seller acquires or develops in the course of Seller's activities under this Agreement. At Buyer's request, Seller also will discuss with Buyer or another party designated by Buyer, without restrictions on use or disclosure, any potential design, quality, functionality or manufacturing problems or any issues experienced by Buyer relative to the Services or Deliverables.

B. At Buyer's request, Seller will furnish to Buyer all other information and data of Seller which Buyer deems necessary for the use and implementation of the Services and Deliverables, and to understand and apply the information and data of Section 11.A. hereof, with no restrictions on use other than Seller's patent rights.

C. With respect to inventions which Seller conceives or first reduces to practice in the course of Seller's performance of the Services or creation of the Deliverables, Seller grants to Buyer a permanent, paid-up, nonexclusive, worldwide license, with a right to sublicense to others, to make, have made, use, have used said inventions and patents on such inventions.

D. Seller grants to Buyer a permanent, paid-up, nonexclusive, worldwide license, including a license to any operating software incorporated into the Services and Deliverables performed, sold or created hereunder with a right to grant a sublicense to any of its affiliated companies, to make, have made, use, have used and sell the Services and Deliverables performed, sold or created hereunder or derivatives thereof under any other patents now or hereafter owned or controlled by Seller which are deemed necessary by Buyer to use the license granted in Section 11.C. in the manufacture, use or sale of products manufactured by or for Buyer or any of its affiliated companies.

E. Seller grants to Buyer and Buyer's affiliated companies a nonexclusive license to make, have made, use, have used and sell under any other patents now or hereafter owned or controlled by Seller which cover any application of any technology embodied in Services and Deliverables performed, sold or created hereunder.

12. MISCELLANEOUS.

A. *Assignment.* This Agreement is entered into in reliance upon Seller's personal performance of the duties imposed. Seller agrees not to, in whole or in part, assign this Agreement or delegate the performance of Seller's duties hereunder without the written consent of Buyer. Any such assignment or delegation without the prior written consent of Buyer, at the option of Buyer, shall effect an immediate termination of this Agreement. Any consent by Buyer to an assignment shall not be deemed to waive Buyer's right to recoupment from Seller and/or its assigns for any claim arising hereunder.

B. *Force Majeure.* Any delay or failure of either party to perform its obligations hereunder shall be excused to the extent such delay or failure is caused by an extraordinary event or occurrence beyond the control of the nonperforming party and without the nonperforming party's fault or negligence, such as acts of God, fires, floods, windstorms, explosions, riots, natural disasters, wars and sabotage (a "**Force Majeure Event**"). Written notice of any Force Majeure Event, including the anticipated duration of such Force Majeure Event and the anticipated impact of such Force Majeure Event on the impacted party's performance of its obligations hereunder, must be given by the nonperforming party to the other party within ten (10) days of the occurrence of such Force Majeure Event. During the continuation of any Force Majeure Event impact Seller's performance, Buyer, at its option, may have other sources perform Services Seller is unable to perform, without liability to Buyer, and Seller shall be liable to Buyer for any and all differences in prices that Buyer may suffer as a result of Seller's inability to perform. If requested by Buyer, Seller shall, within five (5) days of such request, provide adequate assurance that the Force Majeure Event will not exceed such period of time as Buyer deems appropriate. If the Force Majeure Event lasts more than the time period acceptable to Buyer, or Seller does not provide adequate assurance that the Force Majeure Event will cease within such time period, Buyer may, among its other remedies, immediately terminate this Agreement in accordance with Section 5.A.

C. *Confidentiality.* All non-public, confidential or proprietary information of Buyer, including but not limited to, specifications, drawings, inventions, trade secrets, engineering notices, financial information, technical data, information pertaining to business operations and strategies, information pertaining to customers, pricing and marketing, and/or equipment supplied by Buyer (collectively, "**Confidential Information**") disclosed by Buyer to Seller, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of Services and this Agreement, is confidential, shall remain Buyer's property and shall be held in confidence by Seller. Confidential Information shall not be reproduced, used or disclosed to any third party by Seller without Buyer's prior written consent, and shall be returned to Buyer upon demand or upon completion by Seller of its obligations under this Agreement. Any information that Seller discloses to Buyer with respect to the design, manufacture, sale or use of the Services and Deliverables shall be deemed to have been disclosed by Seller on a nonconfidential basis as part of the consideration for this Agreement, and Seller shall not assert any claim against Buyer by reason of Buyer's use of such information. Without obtaining the prior written consent of Buyer, Seller shall not advertise or publish the fact that Seller has contracted to furnish Buyer Services, and shall not use any trademarks or trade names of Buyer in Seller's advertising or promotional materials. In the event of Seller's breach of this Section 12.C., Buyer shall have the right, among all other remedies, to terminate this Agreement in accordance with Section 5.A.

D. *Governing Law; Disputes.* This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois without regard to the conflicts of laws principles thereof. All disputes shall be adjudicated exclusively in Illinois State Court (DuPage County) or, if subject matter jurisdiction can be established, in the U.S. District Court for the Northern District of Illinois.

E. *Set-off.* In addition to any right of set-off provided by law, all amounts due to Seller from Buyer hereunder shall be considered net of any indebtedness or other monetary claim of Seller to Buyer and its affiliated or related companies. Buyer shall have the right to reduce and set-off against amounts payable hereunder any indebtedness or other monetary claim which Buyer, or its affiliated or related companies, may have against Seller, or its affiliated or related companies, under this Agreement or any other agreement between the referenced parties.

F. *Waiver.* The failure of Buyer to insist upon the performance of any term or condition of this Agreement, or to exercise any right hereunder, shall not be construed as a waiver of the future performance of any such term or condition or the future exercise of such right.

G. *Limitation of Buyer's Liabilities.* **IN NO EVENT SHALL BUYER BE LIABLE TO SELLER FOR ANTICIPATED PROFITS OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. BUYER'S LIABILITY FOR A CLAIM OF ANY KIND OR FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THIS AGREEMENT, INCLUDING ANY PERFORMANCE OR BREACH HEREOF, SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE SERVICES OR UNIT WHICH DIRECTLY GIVES RISE TO SUCH CLAIM, LOSS OR DAMAGE.**

H. *Inventions.* If the Services involve developmental or research activities, including engineering or design services, all information developed in the course thereof shall be owned by Buyer and be deemed Confidential Information of Buyer, whether patented or not, and Seller shall cooperate (and cause its employees to cooperate) in executing any documents and taking any other actions necessary or convenient to patent or otherwise perfect or protect for the benefit of Buyer any inventions conceived, developed or reduced to practice in performance of this Agreement. If the Services do not involve developmental or research activities, but the Services (including without limitation any Deliverables) are to be produced in accordance with drawings or specifications furnished by Buyer, Seller hereby grants to Buyer an irrevocable, non-exclusive and royalty-free license to make, have made, use and sell any improvement in the Deliverables which is conceived, developed or reduced to practice by Seller in the performance of Services under this Agreement.

I. *Relationship of Parties.* Seller and Buyer are independent contracting parties, and nothing in this Agreement shall make either party the agent or legal representative of the other for any purpose whatsoever, nor shall it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other party.

J. *Severability.* If any term of this Agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Agreement shall remain in full force and effect.

K. *Testing.* Both Buyer and Seller are committed to providing a drug-free workplace. Seller agrees that it shall conduct pre-assignment drug testing of all individuals to be assigned to perform Services under this Agreement, and to thereafter conduct random drug and alcohol testing of individuals performing Services under this Agreement. Consistent with applicable law, Seller shall not assign any individual who has tested positive for drugs or alcohol to perform Services under this Agreement. Upon request, Seller shall provide Buyer with evidence of drug testing results or, at Buyer's election, certify to Buyer in writing that all individuals performing Services under this Agreement have tested negative and are subject to random drug testing. Buyer reserves the right to require any individual assigned to perform Services under this Agreement to undergo reasonable suspicion drug and alcohol testing and to require, in Buyer's sole discretion, the immediate removal of any individual suspected of being under the influence of drugs or alcohol.

L. *Travel.* Buyer agrees to reimburse Seller for actual, documented and reasonable travel and out-of-pocket expenses incurred by Seller while performing the obligations required pursuant to this Agreement that have been pre-approved in writing by Buyer and in accordance with Buyer's then-current travel policy, copies of which are available upon request. Seller shall exercise discretion and good judgment when incurring business-related expenses, and shall minimize expenses whenever possible. All travel not deemed necessary is to be avoided. For the avoidance of doubt, the following is a brief summary of Buyer's travel policies:

- (i) The standard class for travel is economy. Business or First Class travel is not authorized.
- (ii) Accommodations and services should be of a quality level to permit the conduct of business in an appropriate setting and effective manner. Buyer's policy requires the lowest practical room class.
- (iii) The standard car rental class is intermediate. Exceptions are permitted if an intermediate car is not available, other employees/customers/suppliers are involved or an employee has a special circumstance that is communicated to Buyer in advance.
- (iv) No markups or administrative fees may be charged for travel expenses.
- (v) No travel time charges will be accepted.

M. *Hazardous Materials.* If Services performed by Seller under this Agreement involve handling, cleanup, treatment, storage and/or disposal of hazardous substances including, but not limited to, hazardous materials or hazardous waste, Seller shall only assign individuals to handle any such hazardous substances who meet the current training requirements for Hazardous Waste Operations and Emergency Response Standard (HAZWOPER), as required by the Occupational Safety and Health Administration.

N. *Document Retention.* Seller agrees to retain, preserve, protect, and maintain complete and accurate records related to the provision of Services under this Agreement, including records of the time spent and materials used by Seller in providing the Services in such form as Buyer shall approve. During the term of this Agreement and for a period of at least twelve (12) years thereafter, upon Buyer's written request, Seller shall allow Buyer to inspect and make copies of such records and interview Seller's personnel in connection with the provision of Services. If Seller chooses to maintain paper documents in an electronic format, the electronic format must be an exact replica of the paper document. After such twelve (12) year period, Seller shall not destroy, dispose of or cease to retain any documents, data, or information without the express permission of Buyer at any time unless Seller has offered to provide Buyer with copies of the documents, data, or information, even more than 12 years after the end of the term of the Agreement.

O. *Business Ethics.* Buyer's organization is committed to demonstrating honesty, integrity, ethics and best practices. To emphasize this commitment, Buyer has established a Code of Business Conduct and Ethics ("Code"). The Code provides expectations for the legal and business issues Buyer faces every day and sets forth the overall principles of Buyer's company. Buyer requires the Code and its overall principals to apply to all of its vendor and supplier colleagues. Accordingly, Buyer incorporates by reference the Code to this Agreement. Seller can obtain a copy of the Code at <http://www.suncoke.com/default.aspx?SectionId=441e92c9-edb2-4a1d-af47-6471528bac4c&LanguageId=1> or such other location that Buyer may designate. In certain situations, the Code refers to our Core Compliance Policies. Those policies, too, are incorporated by reference and can be provided upon request.

Among other things, the Code provides the following guidelines and prohibitions:

(i) Conflict of Interest – No employee, officer or director may receive improper personal benefits, or arrange for personal benefits, for a relative, friend or business associate. Actions may not be taken in which a private interest interferes with an individual's ability to advance the interests of Buyer or to perform work objectively and effectively.

(ii) Ensuring Vigorous Competition and Fair Dealing – Buyer achieves competitive success through honest dealing and superior performance. Buyer always competes vigorously, engages in arm's length transactions with competitors, sets prices independently and makes independent decisions about customers and suppliers.

(iii) Avoiding Improper Entertainment and Gifts – As a general rule, business courtesies may be provided or received if they are ordinary and customary under the circumstances and of modest value. The following courtesies are never permitted; cash or cash equivalents (such as gift cards), gifts or entertainment that may tarnish the reputation of Buyer, and gifts, meals or entertainment that are provided to prevent the recipient's ability to act in the best interest of his or her company.

(iv) Harassment Free and Discrimination Free Workplace – Buyer is committed to providing a work environment that is free of all types of harassment and discrimination. Buyer promptly and thoroughly investigates all allegations of harassment or discrimination. Buyer does not tolerate any form of harassment such as slurs, derogatory gestures or messages, or display of objects that would create a hostile work environment.

(v) Appropriate Interaction with Government Personnel and Foreign Government Personnel – Buyer conducts business with the highest level of integrity and in full compliance with the U.S. Foreign Corrupt Practices Act ("FCPA"). Consistent with the FCPA, Buyer prohibits the payment by Buyer personnel or agents of "anything of value" (i.e., anything with objective or subjective value, such as cash, entertainment, promises of future employment or charitable contributions made at the request of a foreign official) to a foreign official for any purpose. In addition, the U.S. government regulates the type of business courtesies that can be given to U.S. government personnel. The promise, offer or delivery to an official or employee of the U.S. government of a gift, favor or other gratuity in violation of these rules is prohibited.

This is not meant to be an exclusive list of Code requirements. There are other important parts of the Code and suppliers are encouraged to review the Code in its entirety. Seller agrees to comply with and be bound by the Code and the Core Compliance Policies. In the event Seller fails to comply with the Code or the Core Compliance Policies, Seller acknowledges that Buyer may immediately terminate this Agreement without liability. Seller agrees that it shall from time to time upon request from Buyer certify in a form reasonably requested by Buyer that Seller is in compliance with the FCPA, other anti-corruption laws and the Code.