

AUTHORIZED CONTRACTOR AGREEMENT

This Authorized Contractor Agreement (the "Agreement") is entered into by and between as the Authorized Contractor, and Huntsman Building Solutions ("HBS"). Pursuant to this Agreement, Authorized Contractor has requested that it be granted Authorized Contractor status from HBS to enable Authorized Contractor to purchase products from HBS. In consideration of HBS selling products to Authorized Contractor, Authorized Contractor agrees as follows:

- A. Have all personnel who handle, sell or install SPF certified under the CPI High Pressure SPF Health and Safety training program that can be found at www.sprypolyurethane.org.
- B. Provide and maintain spray equipment to process and apply HBS spray foam insulation systems in accordance with Product Application Guides and Technical Data Sheets that can be found in the Technical Library at www.huntsmanbuildingsolutions.com.
- C. Apply HBS spray foam in accordance with The Center For Polyurethane Industries' Guidance on Best Practices for the Installation of Spray Polyurethane Foam that can be found in the Contractors/Applicators section of the Technical Library at www.huntsmanbuildingsolutions.com.
- D. Comply with all current product labels, SDS, Technical Data Sheets, ICC-ESR and Product Application Guides.
- E. Provide appropriate PPE for all workers on the jobsite in accordance with OSHA and NIOSH regulations.
- F. Provide and use workspace ventilation during and after the spray process according to The Center For Polyurethane Industries' Guidance on Best Practices for the Installation of Spray Polyurethane Foam.
- G. Adhere to the HBS Flushing Procedure that can be found in the Equipment section of the Technical Library at www.huntsmanbuildingsolutions.com.
- H. Never mix A-side iso, also known as isocyanate and A-PMDI, with water.
- I. Abide by the minimum and maximum thicknesses designated on the Technical Data Sheets for HBS spray foams.
- J. Comply with applicable building codes.
- K. Keep accurate records of job site activity and information in accordance with The Center For Polyurethane Industries' Guidance on Best Practices for the Installation of Spray Polyurethane Foam. Daily Job Site Reports can be found in the Contractors/Applicators section of the Technical Library at www.huntsmanbuildingsolutions.com.
- L. Comply with OSHA standards related to SPF application. Section 7 of The Center For Polyurethane Industries' Guidance on Best Practices for the Installation of Spray Polyurethane Foam includes a table of various OSHA standards related to SPF application. The Center For Polyurethane Industries' Guidance on Best Practices for the Installation of Spray Polyurethane Foam can be found in the Contractors/Applicators section of the Technical Library at www.huntsmanbuildingsolutions.com.
- M. Train employees to comply with the requirements set forth in this Agreement.
- N. Remain in good standing with HBS's Authorized Contractor credit terms.

GENERAL PROVISIONS

- 1. All rights, duties, and obligations under this Agreement are payable and enforceable in Harris County, Texas. The laws of the State of Texas, without regard to any conflicts of law provisions, shall govern the construction and enforcement of this Agreement. Authorized Contractor hereby submits to personal jurisdiction in courts in the State of Texas.
- 2. This Agreement may be waived, modified, amended only by a written instrument signed by both parties. The parties expressly reserve the rights to amend or modify this Agreement in form or substance by their mutual written agreement at any time.
- 3. Either party, immediately on notification in writing, may terminate this Agreement without cause.
- 4. Notwithstanding anything herein to the contrary, this Agreement is for the parties' exclusive benefit and not for the benefit of any third party.
- 5. This Agreement represents the entire agreement of the parties with regard to the subject matter hereof. All agreements, representations and warranties, express or implied, oral or written, of the parties with respect to the subject matter hereof, are contained herein. No other agreements, representations or warranties, express or implied, oral or written, have been made by either party to the other with respect to the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, and warranties with respect to the subject matter hereof, are waived, merged herein and superseded hereby. There are no unwritten oral agreements between the parties.
- 6. This Agreement shall be deemed and construed to have been jointly prepared by the Parties hereto and any uncertainties or ambiguities, if found existing in this Agreement, shall not be interpreted against any particular party by reason of such party having prepared or suggested any language herein.
- 7. It is specifically understood and agreed to by the parties hereto that each party is engaged in a separate business, and no partnership or agency is intended to be or is created by this Agreement. Neither party hereto shall have the right to control or direct the business operations of the other party. Each party shall have the sole right and responsibility to control and direct such party's business operations.
- 8. Any notices required or permitted to be given under this Agreement must be in writing and given either by personal delivery, mail, or facsimile to the other party as hereinafter set forth below or such other address as the parties may hereinafter designate in writing pursuant to this paragraph.

Authorized Contractor Agreement
REV 08/17/23

HBS
3315 E. Division Street
Arlington, TX 76011
Telephone: (817) 640-4900
Facsimile: (817) 633-2000

Authorized Contractor:	
Street Address:	
City, ST, ZIP	
Telephone:	
Fax:	
E-mail:	

9. AUTHORIZED CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS HBS AND ITS PARENT, AFFILIATED COMPANIES, OFFICERS, AGENTS AND EMPLOYEES FREE AND HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, DELAYS, ACTIONS, DAMAGES, LIABILITIES AND COSTS (INCLUDING REASONABLE ATTORNEY'S FEES) FOR DEATH OR INJURY TO ANY PERSON OR PERSONS AND FOR DAMAGE OR LOSS OF ANY PROPERTY CAUSED BY, ARISING FROM OR IN ANY WAY CONNECTED WITH THE PERFORMANCE BY AUTHORIZED CONTRACTOR OF ITS OBLIGATIONS UNDER THIS AGREEMENT, ITS USE OF THE PRODUCTS PURCHASED HEREUNDER, OR ANY ACTS OR OMISSIONS OF AUTHORIZED CONTRACTOR OR ITS SUB-CONTRACTORS, AGENTS OR EMPLOYEES, AND REGARDLESS OF WHETHER ANY SUCH DEATH, INJURY, OR PROPERTY DAMAGE IS ALSO CAUSED IN PART BY THE NEGLIGENCE OR OTHER LIABILITY OF HBS. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. Authorized Contractor shall keep and maintain in effect during the entire term of this Agreement at Authorized Contractor's sole cost and expense comprehensive general liability, broad form property damage and personal injury insurance with coverage to include premises operations, product liability, completed operations, hazard, contractual liability (specifically insuring the liability assumed under this contract) with minimum limits of liability of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Such insurance shall be issued by a company having an A.M. Best rating of A-VIII or higher. Each such policy shall provide that it is primary insurance to and non-contributing with any other insurance carried by HBS, shall list HBS as an additional insured, and shall obligate the insurer and the insurance agent of record to give HBS not less than thirty (30) days prior written notice in the event of policy cancellation, non-payment, or any material change therein. Each such policy shall contain a waiver of subrogation in favor of HBS. The provisions of this insurance requirement shall not be construed to limit in any way Authorized Contractor's indemnity or other obligations hereunder.

Huntsman Building Solutions		Authorized Contractor	
Date:		Date:	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	

Territory Manager:

Date:

Authorized Contractor Agreement
REV 08/17/23