

SUNCOKE'S GENERAL TERMS

(SunCoke's Terms and Conditions for Its Purchase Orders for Goods and Services)

1. AGREEMENT AND ACCEPTANCE.

A. *Terms That Govern Orders.* These terms and conditions ("**SunCoke's General Terms**"), together with those, if applicable, of any master services agreement or other operative agreement ("**MSA**"), (i) apply to and govern purchase orders, contracts and statements of work (collectively, "**Orders**") issued or entered into by SunCoke Energy, Inc. or its affiliates (whichever is purchaser, "**SunCoke**") and issued to or entered into with supplier, seller, service provider, vendor or contractor (the "**Supplier**") and (ii) together with such Orders and any applicable MSA, constitute the entire agreement between the parties. All other terms of Supplier are rejected and not part of any SunCoke Order with Supplier unless expressly adopted in writing by an authorized representative of SunCoke. To the extent of any conflict in terms between an MSA, if applicable, and SunCoke's General Terms, the terms of the MSA shall control.

B. *Goods and Services.* SunCoke's General Terms (or those of an MSA, to the extent applicable) apply to all Orders with Supplier for goods, equipment, inventory, materials and other tangible products ("**Goods**") and any statement of work, services or other deliverables, including intellectual or intangible property ("**Services**" and, together with Goods, "**Goods and Services**") described in an Order. To the extent that (i) an Order applies only to Goods, the terms in SunCoke's General Terms that apply to Services shall not apply to such Order, or (ii) an Order applies only to Services, the terms in SunCoke's General Terms that apply to Goods shall not apply to such Order.

C. *Acceptance of SunCoke's General Terms.* Supplier accepts and shall be bound by SunCoke's General Terms by (i) Supplier's written, faxed, or electronic signature on any Order that is subject to these terms and conditions, (ii) an MSA that incorporates these terms and conditions, (iii) Supplier's email to SunCoke or other acknowledgment of or agreement to SunCoke's General Terms, or (iv) after receipt of an Order incorporating or referencing SunCoke's General Terms, Supplier shipping the Goods or commencing the Services described in such Order.

2. EXPRESS WARRANTIES.

A. *Warranties.* Supplier expressly warrants and agrees that: (i) the Goods and Services shall conform to the terms, descriptions, specifications, samples, drawings, labels, advertisements and instructions for the Goods and Services contained or referenced in SunCoke's Order, any MSA or SunCoke's General Terms or publicly distributed by Supplier; (ii) the Goods and Services shall be free from defects in workmanship and materials, properly designed for their safe and intended use, and shall be new and of professional and industrial grade and standards; (iii) Supplier and its employees, subcontractors and agents shall perform any Services under the Order in a workmanlike and professional manner and such Services shall be performed by personnel of appropriate skill, experience and qualifications; (iv) the Goods and Services shall be timely delivered and/or performed; (v) SunCoke shall receive good title to the Goods and Services free and clear of any liens, encumbrances or adverse claims; (vi) SunCoke and the Goods and Services shall be free of any actual or claimed infringement or other violation of any patent, copyright, trade secret, confidentiality agreement, trademark, software license, or other intellectual property rights ("**Intellectual Property Rights**") of others that applies to the operation, use, modification, improvement or disposal of the Goods and Services by SunCoke or its affiliates or which subjects SunCoke or its affiliates to any claim; (vii) the Goods and Services shall be merchantable, safe and fit for SunCoke's intended purposes; (viii) the Goods shall be properly and safely contained, packed, marked, labeled and transported to SunCoke; (ix) the Goods and Services shall be accompanied by adequate manuals, instructions, directions and applicable guidelines and warnings for their proper and safe use, operation, servicing,

maintenance and repair; (x) Supplier has obtained all licenses, permits, approvals and authorizations necessary to undertake and perform each Order and for SunCoke's use of the Goods and Services; and (xi) the Goods and Services shall be sourced, manufactured and delivered, and be able to be used as instructed and for the purposes intended in compliance with (a) all applicable federal, state, local, agency and administrative laws, regulations, rules and orders (collectively, "**Applicable Laws**"), and (b) SunCoke's Code of Business Conduct and Ethics (which can be found at <http://www.suncoke.com/default.aspx?SectionId=441e92c9-edb2-4a1d-af47-6471528bac4c&LanguageId=1>).

B. *Disclaimer of Implied Warranties.* The implied warranties of merchantability and fitness for a particular purpose are disclaimed and superseded by the above express warranties.

C. *Warranties Application.* SunCoke's approval of Supplier's designs, materials, processes, drawings, or specifications for an Order does not relieve Supplier of its express warranties, nor shall a waiver by SunCoke (which must be in writing) of any requirements under an Order on one or more occasions constitute a waiver of any such requirements on any other occasion or of other requirements of an Order.

D. *Duration of Warranties.* Except to the extent of any latent defects, all warranties shall survive and remain in force after any inspection, test, delivery, acceptance, use and payment by SunCoke for a period ending twelve (12) months after the later to occur of (i) first use of substantially all the Goods and Services or (ii) SunCoke's written acknowledgment of acceptance of them (the "**Warranty Period End Date**"). Notwithstanding the foregoing, the Warranty Period End Date shall not apply to limit SunCoke's rights against Supplier for events, actions or suits (x) subject to indemnification under Section 7 or (y) if applicable, under an MSA that is entered into after the Warranty Period End Date.

E. *Warranty Beneficiaries.* All warranties shall inure to the benefit of SunCoke, its successors, assigns, customers and the users of and persons affected by any of the Goods and Services.

F. *SunCoke Remedies.* For any warranty breach or other failure, breach or default by Supplier under an Order or SunCoke's General Terms (a "**Supplier Default**"), SunCoke shall have the right, at its option, to take or invoke one or more of the following actions or remedies (collectively, the "**SunCoke Remedies**"): (i) retain, reject or revoke acceptance of the Goods and Services in whole or in part with an appropriate adjustment in their price ("**Payment Adjustment**"); (ii) require Supplier to complete, repair or replace the incomplete, nonconforming or defective Goods and Services at Supplier's sole expense, including all shipping, transportation, repair, removal and reinstallation costs; (iii) SunCoke may itself or through another vendor or contractor complete, correct or replace the incomplete, nonconforming or defective Goods and Services and recover the extra costs thereof from Supplier, including the costs of any product recalls; (iv) withhold or offset against payments remaining to be made to Supplier by SunCoke or payments due to Supplier from SunCoke or any affiliate of SunCoke to compensate SunCoke for its costs and damages for delays, completion, cure and/or cover arising out of the Supplier Default; (v) terminate the Order for cause in whole or in part; and/or (vi) exercise other rights and remedies under the Uniform Commercial Code or otherwise available to SunCoke by contract or at law or in equity.

G. *Disputed Payment Adjustments.* The pendency of a dispute about a Payment Adjustment for a Supplier Default shall not excuse or be cause for Supplier to discontinue the work or delivery of other Goods and Services not in dispute.

3. PRICE; PAYMENT.

A. *Price.* The Goods and Services shall be sold at the price set forth in the Order. Prices shall be inclusive of all costs, including packing, taxes, transportation and insurance, unless otherwise indicated by the express terms of the Order.

B. *Payment.* Payment of undisputed invoices shall be forty-five (45) days after order completion unless otherwise specifically indicated in the Order. Supplier is not entitled to payment under an Order unless the Order has been authorized by SunCoke and Supplier has acknowledged SunCoke's General Terms apply to the Order. SunCoke may offset and reduce any payment under the Order by any amounts due and payable by Supplier to SunCoke, whether under the Order or otherwise.

4. DELIVERY OF GOODS.

A. *Shipment.* Supplier shall produce and ship Goods and perform Services to meet specific delivery dates. SunCoke may, upon notice to Supplier, change shipping schedules or direct temporary suspension of scheduled shipments.

B. *Delivery Point.* Unless otherwise designated in an Order, Goods shipped under an Order are F.O.B. SunCoke's designated facility or designated delivery location with risk of loss or damage on Supplier until delivery at that point. SunCoke may route all shipments. If delivery of Goods hereunder is not timely made, SunCoke may direct Supplier to make expedited routing, which Supplier shall do at Supplier's expense. At the time of each shipment and at other times upon the request of SunCoke, Supplier shall inform SunCoke of the terms and details of each shipment.

C. *Packing, Markings and Loading.* All Goods provided hereunder shall be properly packed, marked with SunCoke's Order number and other information specified by SunCoke, loaded and shipped in accordance with the shipping instructions set forth in the applicable Order, and otherwise prepared for shipment in accordance with the requirements of the carrier so as to obtain a competitive transportation cost. Packing slips shall accompany each shipment, showing the Order number, quantity and description of the Goods; and the last copy must state "Order Complete."

5. TERMINATION AND CHANGE.

A. *Termination for Cause.* SunCoke may terminate any Order, in whole or in part, for (i) a Supplier Default, (ii) Supplier's failure upon request to provide SunCoke with adequate assurances of future performance and (iii) Supplier's insolvency or becoming subject to a bankruptcy or other insolvency event.

B. *Termination for Convenience.* Upon written notice to Supplier, SunCoke may terminate any Order, in whole or in part, for convenience. Upon notice of such termination, Supplier shall stop all work on the Goods and Services to which the termination applies, and shall cause its suppliers and subcontractors to cease work related to such Goods and Services. Supplier shall be paid a termination charge consisting of the unpaid Order price for conforming, non-defective Goods and Services accepted by SunCoke and any unavoidable cancellation costs. Supplier must submit a claim for its termination charges within thirty (30) days of termination. SunCoke reserves the right to verify Supplier's claim for the termination charge by auditing Supplier's relevant records, and Supplier shall provide all reasonably requested cooperation and access for such audit. In no event shall SunCoke be liable for any loss of profits by Supplier or its suppliers or subcontractors, or for any cancellation charges payable by Supplier or its suppliers or subcontractors.

C. *Changes.* SunCoke shall have the right to make any changes, additions or alterations to its Order or the Goods and Services ("**Changes**"). Upon SunCoke requesting Changes, the parties will negotiate

an appropriate adjustment in Order terms and price. Prices shall be adjusted upward for Changes only by the amount of any net increase in Supplier's direct costs. Changes must be in writing, signed by a duly authorized representative of SunCoke. If the parties cannot amicably agree on the price for a Change, Supplier will complete the Order in accordance with SunCoke's requested Change at SunCoke's offered price for the Change, but Supplier retains the right to claim additional compensation for the Change determined by the dispute resolution procedures of Section 11.D.

6. INSPECTION, ACCEPTANCE, REJECTION.

A. *Inspection and Testing.* SunCoke may inspect the Goods and Services at any stage of their procurement, construction, manufacture, provision, performance, or delivery, including Goods and Services at Supplier's facilities, at reasonable times to verify that they conform to the Order. Supplier agrees to provide any supporting documentation relating to the Goods and Services requested by SunCoke, including but not limited to, production and quality test reports and data.

B. *Inspection and Acceptance Not a Bar.* Interim or final inspection and/or acceptance of Goods and Services does not (i) prevent SunCoke from later rejecting or revoking acceptance, at Supplier's expense, for defective, late or non-conforming Goods and Services, (ii) relieve Supplier from its obligations of testing, inspection and quality control, (iii) waive or excuse compliance with any warranties, or (iv) bar or avoid SunCoke's resort to any SunCoke Remedies.

7. INDEMNIFICATION.

A. *Indemnification.* To the extent permitted by Applicable Laws, Supplier agrees to indemnify, hold harmless and defend SunCoke and its affiliated companies, and its and their directors, officers, employees, agents, customers and invitees (collectively, the "**Indemnitees**") from and against any judgments, suits, actions, claims, losses, liabilities, damages, fines, penalties, costs, interest and expenses, and all attorneys' fees and other costs of litigation filed, charged or asserted against or incurred by SunCoke or another Indemnitee (collectively, "**Liabilities**") arising out of or relating to: (i) personal injury, death, or damage to property arising in whole or in part from Supplier's acts or omissions, or those of its employees, agents, or subcontractors; (ii) product liability claims relating to the Goods and Services; (iii) a Supplier Default; (iv) Supplier's failure to safeguard or properly supervise its or its subcontractors' employees at SunCoke's premises; (v) the negligence, omissions, or misconduct of Supplier or its subcontractors or its or their employees; (vi) Supplier's failure to furnish good title to the Goods and Services; (vii) infringement or violation of the Intellectual Property Rights of others by the Goods or Services or SunCoke's or its affiliates' or successors' acquisition, installation, operation, use, modification, improvement or disposal of any Goods or Services; (viii) Supplier's or its subcontractor's mishandling or failure to safeguard and prevent Liabilities arising from hazardous or dangerous materials; (ix) Supplier's or its supplier's or subcontractor's violation of any Applicable Laws; or (x) third party claims (including employee claims) arising or resulting from clauses (i)–ix).

B. *Defense and Settlement.* Supplier shall at its own cost, (i) hire and pay for counsel reasonably acceptable to SunCoke and all litigation expenses to defend all third party claims and Liabilities subject to indemnification asserted against SunCoke or other Indemnitees, and (ii) timely pay any settlement or judgment. SunCoke may involve its own counsel, at its own expense, to monitor any resulting proceedings. SunCoke shall cooperate with Supplier, at Supplier's expense, in the defense of any indemnifiable claims which Supplier assumes. Supplier shall not enter into a settlement of claims against SunCoke without SunCoke's written consent, unless those claims are fully released by the payment of money only, which Supplier pays at the time of settlement.

C. *Indemnification Survives Workmen's Compensation.* Supplier's duty to indemnify shall apply, without limitation, to all matters involving injured employees of the Supplier or any supplier or

subcontractor of any tier, regardless of any provisions of the applicable workers' compensation or employer liability laws or their exclusive remedy and/or employees' immunity provisions, all of which are hereby expressly waived to the fullest extent provided by law.

8. INSURANCE.

A. *Insurance Companies and Duration of Coverage.* At Supplier's own cost, Supplier shall procure and maintain insurance policies 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), as specified below, during the term of each Order and thereafter until the Warranty Period End Date.

B. *Types and Amounts of Coverage.* Supplier shall maintain insurance coverage in amounts not less than the following: (i) Worker's Compensation – Statutory Limits for each state in which the Order is to be performed (or evidence of authority to self-insure); (ii) Employer's Liability – \$5,000,000; (iii) Comprehensive General Liability (including Products/Completed Operations and Blanket Contractual Liability) – \$5,000,000 per person, \$5,000,000 per occurrence (for each personal injury and property damage) and \$10,000,000 aggregate; (iv) Automobile Liability (including owned, non-owned and hired vehicles) – \$2,000,000 per person, \$2,000,000 per occurrence (for each personal injury and property damage) and \$5,000,000 aggregate; and (v) insurance on Supplier's Tools as provided in Section 9 below.

C. *SunCoke's Protections under Supplier's Insurance.* 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. Supplier's insurance coverage is primary and non-contributory to any insurance SunCoke may carry. Supplier's insurance must cover SunCoke, its parent, subsidiaries and affiliates and its and their respective officers, directors, and employees, who shall be listed as additional insureds (other than Worker's Compensation) for liability arising out of the acts or omissions of the Supplier, its employees, or agents on the executed certificate of insurance. All insurance coverages shall include a waiver of subrogation in favor of SunCoke, its parents, subsidiaries and affiliates and its and their respective officers, directors and employees. At SunCoke's request and upon the execution of this Contract, Supplier shall furnish certificates of insurance showing the amounts of coverage, policy numbers and dates of expiration for insurance maintained by Supplier. Such certificates shall provide provisions such that SunCoke will receive thirty (30) days' prior written notification from the insurer of any termination or reduction in the amount or scope of any of the insurance coverages. Renewal certificates, as required, shall be forwarded to SunCoke until Supplier provides the Goods and/or Services as specified in this Agreement. Should the Supplier utilize subcontractors, the Supplier shall require its subcontractors to obtain, maintain and keep in force during the time during which they are involved in the provision of Goods and/or Services provided by the Supplier. Furthermore, the insurance coverage shall be in accordance with the insurance requirements of Supplier set forth herein.

D. *Supplier Still Bound to Perform.* Supplier's purchase of insurance coverage and the furnishing of certificates of insurance coverages shall not release Supplier of its obligations or liabilities under any Order or SunCoke's General Terms.

9. HAZARDOUS OR DANGEROUS SUBSTANCES.

A. *Prohibited Substances.* Supplier warrants that any Goods supplied under an Order do not contain any substance whose use is prohibited under Applicable Laws, including but not limited to, the Clean Air Act, the Toxic Substance Control Act, or the Federal Insecticide Fungicide and Rodenticide Act.

B. *Hazardous Substances.* Supplier shall properly handle, store, treat, dispose of, and safeguard personnel and property from hazardous materials and substances in performing an Order by using properly trained and qualified individuals who meet the Occupational Safety and Health Administration's ("OSHA") HAZWOPER training requirements. If any of the Goods constitute or contain "hazardous or toxic chemicals" or "hazardous substances" or flammable or hazardous "petroleum products" as defined by any Applicable Law, Supplier shall provide SunCoke, at or before their delivery, any required notices, Material Safety Data Sheets and other current and accurate information, required under OSHA or the Mine Safety and Health Administration ("MSHA") or otherwise requested by SunCoke.

10. INFORMATION AND INVENTIONS.

A. *Design Materials.* Supplier will, without charge, furnish to SunCoke or designee, all drawings, designs, specifications, documents, documentation, materials, records, designs, plans and any other recorded information developed or prepared by Supplier or its subcontractors in connection with the performance of Supplier's obligations under this Agreement or otherwise applicable to the Goods and Services to be provided (collectively, the "**Supplier-Prepared Materials**"). SunCoke shall own all right, title and interest in and to the physical embodiments of the Supplier-Prepared Materials that Supplier provides to SunCoke. Supplier hereby irrevocably assigns to SunCoke all rights, title and interest in and to such physical embodiments.

B. *Intellectual Property Ownership.* Engineering drawings, specifications and any other materials provided by SunCoke to Supplier, as well as any inventions or other information disclosed in such materials and the Intellectual Property Rights with respect to such items, are the sole property of SunCoke. If Supplier is to provide design, development, research or engineering Services, SunCoke shall own all Intellectual Property Rights resulting from such Services, and all information developed in the course thereof shall be deemed confidential and proprietary property of SunCoke to be protected by Supplier pursuant to Section 11.C as if the same were disclosed to Supplier by SunCoke. Supplier hereby irrevocably assigns to SunCoke all right, title and interest in and to such Intellectual Property Rights. Supplier shall (and shall cause its employees, agents and subcontractors to) execute and deliver any documents, and take any other actions, reasonably requested by SunCoke to obtain, confirm, patent or otherwise protect, and enforce such Intellectual Property Rights. SunCoke hereby grants to Supplier a royalty-free, paid-up, nonexclusive license to practice such Intellectual Property Rights solely for the benefit of SunCoke in the performance of the particular Order involved. Subject to the foregoing, Supplier and/or its subcontractors, as the case may be, shall remain the owner of all of Supplier's or the subcontractors' Intellectual Property Rights to their respective Goods, Services and Supplier-Prepared Materials.

C. *License to SunCoke.* Supplier hereby grants to SunCoke a perpetual, irrevocable, royalty-free, paid-up, transferable, sublicensable, non-exclusive license for SunCoke, its affiliates and successors, and their respective contractors to reproduce, adapt, distribute and otherwise use the Supplier-Prepared Materials as necessary or desirable (a) to have Supplier's obligations under an Order performed by a third party if Supplier fails to do so as and when scheduled, and (b) to continue to own, install, operate, maintain and modify Goods and other items delivered by Supplier, SunCoke's site and the business conducted thereon.

11. MISCELLANEOUS.

A. *Assignment.* Supplier agrees not to assign or delegate its performance of any Order, in whole or in part, without the express written consent of SunCoke.

B. *Force Majeure.* Any delay or failure of either party to perform its obligations under an Order 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, without the nonperforming party's fault or negligence and that cannot be prevented or overcome by the due diligence of such party, such as acts of God, fires, floods, windstorms, power failures, explosions, riots, natural disasters, wars and sabotage (a "**Force Majeure Event**"). Supplier acknowledges that neither COVID-19 nor a price increase in the cost of Goods and Services or materials is a Force Majeure Event. Written notice of a Force Majeure Event and its anticipated duration and impact on any Order must be given by the nonperforming party to the other party as soon as it becomes aware of such event and that such event will likely delay performance of an Order, but in no event shall such notice be given later than ten (10) days after the occurrence of such Force Majeure Event. During the continuation of any Force Majeure Event that impacts Supplier's performance, SunCoke, at its option, may, upon notice and without liability to Supplier, obtain elsewhere some or all of the Goods and Services called for by the Order that Supplier is unable to timely provide to SunCoke due to the Force Majeure Event. If SunCoke does so, the price charged to SunCoke for the Order shall be reduced by the amount of charges allocable to the Goods and Services SunCoke procured elsewhere. If a Force Majeure Event delays or is expected to delay Supplier's performance beyond a time period determined by SunCoke, SunCoke may, upon notice, terminate all or a part of the Order affected by the Force Majeure Event. If SunCoke does terminate such an Order, it will be obligated to pay only for conforming Goods and Services ordered that it accepts pursuant to such Order.

C. *Confidentiality.* The following information disclosed to or learned by Supplier from negotiating or while performing an Order, whether oral or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," is considered confidential information (collectively, "**Confidential Information**"): all non-public, confidential or proprietary information of SunCoke, including but not limited to, specifications, drawings, inventions, trade secrets, engineering notices, financial information, technical data, information pertaining to business operations and strategies, SunCoke's customers, pricing, marketing, facilities, technology or operations and information pertaining to any Order. Confidential Information shall remain SunCoke's property and shall be held in confidence by Supplier, used for an Order and not be reproduced, used or disclosed to any third party by Supplier, without SunCoke's prior written consent, and shall be returned to SunCoke upon demand or upon completion of an Order by Supplier. Supplier shall not advertise or publish the fact that Supplier has contracted to furnish SunCoke Goods or Services, and shall not use any trademarks or trade names of SunCoke in Supplier's advertising or promotional materials.

D. *Dispute Resolution.* These terms and those of any Order shall be governed by Illinois law. All claims and disputes concerning an Order or the Goods and Services and these terms (a "**Dispute**") shall be adjudicated exclusively in Illinois State Court (DuPage County) or, if federal diversity or subject matter jurisdiction is applicable and requested by either Party, then in the U.S. District Court for the Northern District of Illinois. THE PARTIES KNOWINGLY, VOLUNTARILY AND WITH ADVICE OF COUNSEL, WAIVE TRIAL BY JURY IN ANY FORMAL PROCEEDINGS OR SUITS BETWEEN THEM CONCERNING THESE TERMS, AN ORDER, A MASTER SERVICES AGREEMENT OR ANY GOODS AND SERVICES. At SunCoke's request, to resolve a Dispute, Supplier and SunCoke shall engage in nonbinding expedited mediation by virtual means conducted by a single mediator selected by JAMS through its Chicago office in accordance with JAMS rules and procedures for mediation. The costs of such mediation shall be split by the Parties.

E. *Waiver.* The failure of SunCoke 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.

F. *Limitation of Damages.* EXCEPT FOR ANY INDEMNIFICATION OBLIGATIONS FOR THIRD PARTY CLAIMS UNDER SECTION 7, IN NO EVENT SHALL EITHER PARTY HERETO BE ENTITLED TO SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSSES OR DAMAGES FOR LOST REVENUE OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THE AGREEMENT. FURTHERMORE, SUNCOKE'S LIABILITY TO SUPPLIER FOR A CLAIM OF ANY KIND OR FOR ANY LOSS OR DAMAGE UNDER AN ORDER SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE GOODS AND SERVICES DIRECTLY GIVING RISE TO SUPPLIER'S CLAIMS.

G. *Drug Testing.* Both SunCoke and Supplier are committed to providing a drug-free workplace. Supplier shall conduct pre-assignment drug testing of all individuals to be assigned to provide Goods and Services under an Order and thereafter conduct random drug and alcohol testing of such individuals. Upon request, especially where SunCoke has reasonable suspicion of on-the-job drug or alcohol use or effects, Supplier shall test and provide SunCoke with evidence of drug testing results of its employees involved in providing Goods and Services under an Order and certify to SunCoke that all individuals providing Goods and Services under an Order have tested negative. Consistent with applicable law, Supplier shall not assign to, and shall immediately remove from working on an Order, any individual who has tested positive for drugs or alcohol.

H. *Relationship of Parties.* Supplier and SunCoke are independent contracting parties and nothing in these SunCoke General Terms, an MSA or an Order shall (i) make either party the agent or legal representative of the other for any purpose or (ii) grant a party authority to assume or create any obligation on behalf of, or in the name of, the other party.

I. *Severability.* If any of the SunCoke General Terms are deemed by a court of competent jurisdiction to be invalid or unenforceable, such terms shall be reformed or, if not reformable, deleted, to the extent necessary to make the remainder of the SunCoke's General Terms valid and enforceable. All other SunCoke General Terms shall remain in full force and effect.

J. *Child Labor.* Supplier shall not employ any person (i) at an age younger than fifteen (15) or (ii) younger than the age for completing compulsory education in the country of employment where such age is higher than fifteen (15). In addition, Supplier shall not permit anyone under the age of eighteen (18) to be present at any SunCoke facilities in relation to the provision of Goods and Services. Supplier shall obtain verification of any minor's age and ensure that no children under the age of eighteen (18) are present at SunCoke facilities. In addition, when children are employed by Supplier, Supplier shall comply with the most restrictive federal, state and/or local laws and regulations regarding the labor conditions, hours, provision of education, time to undertake education and any other conditions detrimental to their health or well-being of the child.