

# Terms and Conditions of Purchase

If a Project is procured pursuant to a Continuous Service Agreement, Services Contract, or any other contract, the terms and conditions shall be as set forth in those Agreements and Contracts. This purchase order shall serve as a Task Order related to those Agreements and Contracts.

For all other purchases, the following Terms and Conditions shall apply:

By acknowledging this order the Seller covenants and agrees (a) to exempt the Buyer from any obligation to acquire from the Seller or any of Seller's principals, agents, legal representatives lessees, successors or assigns, anything required at any time to repair or replace anything herein contracted for, or any part thereof, now or hereafter covered by any patent owned, controlled or acquired by the Seller; (b) to defend and save harmless the Buyer against any and all claims which may be made, under the Patent Laws of the United States, on account of the use of the articles or things herein purchased and on account of the use of any other article or thing furnished pursuant thereto; (c) to pay any and all costs, attorney's fees, expenses or judgments arising out of the defense of any such claims as well as all loss which the Buyer shall suffer through being compelled to remove or refrain from using any such article or thing; and (d) to indemnify Buyer from all expenses occasioned by loss, damages, injury or death, sustained by any person, caused in whole part, directly or indirectly, by Buyer's employees in loading, unloading or assisting in the loading or unloading, any goods delivered in response to this order, or being returned to the Seller by reason of error in the filling of this order. Unless exempt therefrom, Seller agrees to comply with "Equal Opportunity Clause" of Executive Order 11246 as amended or superseded. Seller agrees to the following; (1) Acknowledge receipt of this order, (2) No draft for supplies will be honored, (3) No charge for packages or drayage will be allowed, (4) Consignee and Order Number will be shown on each package, (5) to mail all shipping notices to Terminal Railroad, (6) Put the Order Number, Consignee and Designation of this order on Seller's invoice, (7) To notify Terminal Railroad at once, if there is any portion of the order Seller can not fill promptly, (8) To specify the maker, brand, quality number and other trade designation, etc., on invoices, for all articles furnished, as fully as practicable and (9) There will be no interest charged on past due accounts.