

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 and/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 and/or things herein purchased and on account of the use of any other article and/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 and/or thing, including but not limited to a product, hardware, software, material, equipment, and/or tool; and (d) to indemnify to the fullest extent provided by law Buyer from all expenses in connection with or resulting from any loss, destruction of property, damages, bodily injury, sickness, disease 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, and/or the handling of any goods delivered in response to this order, or being returned to the Seller by reason of error in the filling of this order or in connection with or arising out of any act or omission by Seller in the performance of this agreement or any work related hereto. Seller shall at its own expense defend any proceedings brought against Buyer and shall pay all expenses incurred and satisfy all judgments or settlements rendered against Buyer in connection therewith, irrespective of whether any act or omission to act or any negligence or Buyer caused or contributed thereto. Seller's indemnification obligation shall not be limited by a limitation on amount or type of damages, insurance, compensation or benefits payable by or for Seller under any liability imposed by law, including but not limited to, workers' compensation acts, disability benefit acts and other employee benefit acts. 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 cannot 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. The Terms and Conditions herein shall be governed by and construed in accordance with the laws of the State of Missouri without regard to applicable principles of conflicts of law. Each of the Parties hereto irrevocably consents to the exclusive jurisdiction of the St. Louis County Circuit

Court, 21st Judicial Circuit of Missouri, in connection with any matter based upon or arising out this Agreement or the matters contemplated herein. The Parties further agree that process may be served upon them in any manner authorized by the laws of the State of Missouri for such persons and waive and covenant not to assert or plead any objection which they might otherwise have to such jurisdiction and such process.

Effective March 19, 2025