

THE WILLIAMS COMPANIES, INC.
TERMS AND CONDITIONS OF PURCHASE ORDER

Version- January 2011

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The Williams Companies, Inc. (“**Williams**”) Terms and Conditions of Purchase Order shall apply to all purchase orders (each an “**Order**”) issued by any affiliate of Williams to a supplier or by any supplier to an affiliate of Williams.

As used herein, “**Buyer**” means that affiliate of The Williams Companies, Inc. named on the document titled “**Purchase Order**” issued by a Williams affiliate associated with an Order, and “**Supplier**” means the seller of the goods, or goods and incidental services, (“**Products**”) that are subject of such Order.

1. **OFFER AND ACCEPTANCE.** Each Order is an offer to purchase the Products on the terms and conditions set forth, first, on the relevant Purchase Order and, second, within Sections 1 through 31 of these Terms and Conditions of Purchase Order (collectively “**Buyer’s Terms**”). Supplier’s written acceptance (including by electronic mail), receipt of any payment, commencement of work on, or shipment of all or any portion of the Products, whichever occurs first, shall be deemed an effective mode of acceptance of Buyer’s offer. Any acceptance of the Order is limited to acceptance of Buyer’s Terms. If the Order shall be deemed an acceptance of a prior offer by Supplier, such acceptance is limited to the Buyer’s Terms. The terms and conditions of any Supplier’s purchase order, bid, proposal, invoice, statement, published rate schedule or any other type of memoranda or attachment, whether written or oral, shall NOT govern the transaction between Buyer and Supplier. Additional or different terms proposed by Supplier or any attempt by Supplier to vary in any degree any of the terms of the Order constitutes a counteroffer by Supplier, which counteroffer is hereby rejected by Buyer. No change, modification or revision of Buyer’s Terms will be effective unless in writing and signed by a duly authorized representative of Buyer. The Order constitutes the entire agreement between the parties with respect to and supersedes and replaces all prior discussions, negotiation and agreements with regard to the sale and purchase of the Products.

2. **SCHEDULE.** Delivery of Products shall be strictly in accordance with the schedule set forth on the Purchase Order, which delivery schedule is a material provision of the Order. Supplier shall immediately report any delivery delays to Buyer. Receipt of such report shall not operate as a waiver of any of Buyer’s rights under the Order. Supplier shall take all reasonable steps to avoid or end delays, and Buyer is not responsible for any additional cost thereof. Where delay or interruption is a result of any cause beyond the reasonable control of Supplier and which could not have reasonably been foreseen and provided against by Supplier, Buyer shall either (a) provide written notice to Supplier of cancellation for cause of all or part of the Order or (b) equitably extend the date of performance, but in no event will Supplier be entitled to any extra compensation. Supplier’s performance shall not be excused where alternate sources of supply are available. Upon request(s) from Buyer, Supplier shall prepare and submit one or more report(s) detailing the status of Supplier’s performance of the Order.

3. **INSPECTION.** The Products shall be subject to Buyer’s reasonable inspection and approval. Inspection may take place at Supplier’s location or at the ultimate destination. Products rejected at the destination will be held for Supplier’s instructions, and Buyer’s reasonable expenses incurred in connection therewith shall be for Supplier’s account. Products rejected at Supplier’s location shall be reworked by Supplier to meet Buyer’s requirements as specified in the Order. Buyer’s failure to inspect shall not constitute a waiver of any of Buyer’s rights or remedies or relieve Supplier of any of its obligations under the Order. Buyer’s inspection of Products shall not constitute acceptance of such Products.

4. **PACKING.** All Products shall be suitably packed, marked and shipped by Supplier in accordance with industry standards and practices in a manner to secure lowest transportation costs unless otherwise specified in the Purchase Order. No packing or cartage charge shall be allowed, except as set forth in the Purchase Order. One set of packing slips shall be placed in each shipment. Supplier shall also maintain a copy of such packing slips for six (6) months from the delivery date, and Supplier shall fax or email one set of the packing slips to Buyer’s designated contact simultaneously with shipment. At the time and in the format requested by Buyer, Supplier shall supply Buyer with information, including all manufacturer information, relative to equipment or component operation and features, and recommendations for operation of the Products. Buyer shall have the right, at no additional charge, to use and/or reproduce for operational and training purposes Supplier’s applicable literature, such as operating and maintenance manuals, technical publications, prints, drawings, training manuals, and other similar supporting documentation and sales literature pertaining to the Products purchased by Buyer pursuant to the Order.

5. **PERMITS.** For any service to be performed on Buyer owned property, Buyer shall provide building permits as required. Supplier shall procure at Supplier’s sole cost all other necessary permits, certificates and licenses necessary and incident to the performance of the Order required by Applicable Law (defined in Section 8).

6. **RISK OF LOSS AND TRANSPORTATION.**

Cost allocation and risk of loss to Products shall pass from Supplier to Buyer upon delivery of Product at the Delivery Point(s) identified in the Purchase Order as further described in this Section 6.

(a) When the Delivery Point is Origin, delivery shall be deemed to occur at the moment the Products are finally loaded on to the transportation vehicle (whether rail car, truck, marine vessel or other carrier) for departure from Supplier’s facility.

(b) When the Delivery Point is Destination, delivery shall be deemed to occur upon the arrival of the vehicle (whether rail car, truck, marine vessel or other carrier) transporting the Products at the final delivery destination location as identified in the Purchase Order.

(c) Supplier shall pay or cause to be paid all taxes, fees, levies, penalties, licenses, charges or interest imposed by any government authority (“**Taxes**”) on or with respect to the Products prior to or at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Products after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party’s responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes shall furnish the other party any necessary documentation thereof.

(d) The indication of a “**Ship To**” location on the Purchase Order is for informational purposes, such as for preparation of a bill of lading, and shall not affect the Parties’ agreement that cost allocation and risk of loss to Products passes from Supplier to Buyer upon delivery of the Product to the Delivery Point.

7. **Title.** Unless otherwise specifically provided in the Purchase Order, ownership and title to the Products shall pass from Supplier to Buyer at the Delivery Point.

8. **COVENANTS AND WARRANTIES.** Supplier covenants and warrants to Buyer that:

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(a) Supplier is, and shall remain, familiar with applicable laws, regulations, rules, ordinances, codes, orders and decrees of any governmental authority ("**Applicable Law**") affecting the Order or the Products, and shall comply and cause all its employees, agents, subcontractors and other representatives to comply with Applicable Law and with any and all applicable Buyer policies that are identified in Buyer's Terms;

(b) The Products (i) shall conform to Supplier's affirmations of fact and promises, to the descriptions, samples and models furnished by Supplier, to industry standards and practices for similar Products and to all Buyer specifications, (ii) are new and of good material and workmanship and free from defects in design, (iii) are and will remain free from defects in material, workmanship and design for the earlier of twenty-four (24) months from the date of delivery for the defective Product to Buyer or twelve (12) months from date the defective Product was placed into operation by Buyer, (iv) are fit for any ordinary or known particular purpose, and (v) are manufactured, procured and produced in compliance with Applicable Law; and

(c) Supplier has and shall transfer good title to the Products to Buyer free and clear of any liens, adverse claims or other encumbrances.

The covenants and warranties made by Supplier hereunder are in addition to, and shall not be construed as restricting or limiting any warranties of Supplier, expressed or implied, which are otherwise provided by law. **BUYER IS ENTITLED TO ALL REMEDIES UNDER LAW, WITHOUT LIMITATION AS TO SCOPE OR TIME, FOR BREACH OF THE ABOVE WARRANTIES.**

9. INTELLECTUAL PROPERTY. If during the performance of the Order, Supplier develops new inventions, discoveries, improvements, copyrightable works, or creations (collectively "**Intellectual Property**"), Supplier agrees to fully and promptly disclose such Intellectual Property to Buyer. Buyer and Supplier agree to discuss the possibility of transferring ownership of such Intellectual Property from Supplier to Buyer. If the parties agree that an assignment of the Intellectual Property is mutually beneficial, the parties will negotiate in good faith to enter into a separate agreement that will effect the transfer of ownership of the Intellectual Property from Supplier to Buyer on mutually agreeable terms. If the parties elect to forego the assignment of Intellectual Property from Supplier to Buyer or cannot agree on the terms of an Intellectual Property assignment, Supplier agrees to grant and hereby grants to Buyer a perpetual, royalty-free, fully-paid, worldwide license under the Intellectual Property as necessary to use and fully enjoy the Products. Such a license to the Intellectual Property shall be freely transferable by Buyer in connection with a transfer of the Products. Supplier agrees to execute any and all documents necessary to evidence the license of Intellectual Property to Buyer.

10. INVOICING. Supplier shall submit its invoice(s) according to the schedule set forth in the Purchase Order. If the Purchase Order is silent about the timing for invoices, Supplier shall submit an invoice to Buyer for the Products not later than 30 days from the delivery date of such Products, and if Products are delivered in multiple shipments, Supplier shall submit multiple invoices corresponding with Products delivered on such multiple delivery dates. Unless provided otherwise in the Purchase Order, Supplier waives its right to payment for any amounts not invoiced within 120 days following final delivery of Products under the Order. All of Supplier's invoices shall be directed to the address specified on the Purchase Order, reference the Order's number and be accompanied by documentation supporting all amounts invoiced. Except for invoice amounts to which Buyer has objected, Buyer shall pay Supplier by check or wire transfer within thirty (30) days following Buyer's receipt of Supplier's

invoice. If Buyer has any objections to all or any portion of an invoice, Buyer shall notify Supplier of the objections, give reasons for Buyer's objections and pay only that portion of the invoice to which Buyer has not objected. Representatives of Buyer and Supplier shall confer to resolve any disputed invoices. No payment is final acceptance of Products nor is it a waiver by Buyer of any of its rights or remedies under the Order or Applicable Law. If any services are provided, Supplier's invoice must be accompanied by a waiver of lien rights from each of its subcontractors performing any services. Such waiver(s) must be in a form reasonably acceptable to Buyer.

11. LIENS. Supplier shall pay when due all of its obligations to third parties incurred in connection with the Products and shall keep Buyer's property free and clear of all liens and other encumbrances arising out of the Order. If Supplier breaches this section, then, in addition to any other rights which Buyer may have against Supplier, Buyer may withhold payment from Supplier until sufficient funds have been withheld to satisfy such obligations and/or to cause the release of such liens or other encumbrances.

12. BUYER'S MATERIALS. Any materials furnished by Buyer in connection with the Order shall be deemed as held by Supplier in trust for application to the Order and title of such materials shall at all times remain with Buyer. Buyer supplied materials, while in Supplier's custody or control shall be (a) held at Supplier's risk, (b) adequately marked as Buyer's property and segregated from property of Supplier, (c) kept insured by Supplier at Supplier's expense in an amount equal to the replacement cost with loss payable to Buyer, and (d) subject to removal at Buyer's written request, in which event Supplier shall redeliver to Buyer in the same condition as originally received by Supplier, subject to reasonable wear and tear. All such materials not used in the manufacture or installation of the Products shall be returned in good condition, less normal wear and tear, as directed by Buyer at Buyer's expense. Supplier shall pay for all materials not incorporated into the Products or returned.

13. CANCELLATION FOR CONVENIENCE. Buyer reserves the right for its own convenience to cancel the Order, in whole or in part, without cause at any time by giving Supplier written notice of such cancellation. Upon receipt by Supplier of any such notice, Supplier will (a) immediately stop performance to the extent set forth in such notice, (b) cancel all orders and subcontracts pertaining hereto to the extent set forth in such notice, (c) preserve and protect any materials on hand purchased for or committed to the Order, work in progress, and completed Products both in its own and in its suppliers' plants, pending Buyer's instructions, (d) comply with Buyer's directions to terminate the delivery of Products, and (e) promptly use commercially reasonable efforts to minimize the amount of third party termination charges associated with any such cancellation. Buyer shall pay for Supplier's performance pursuant to the Order satisfactorily completed as of the date of receipt of Buyer's notice of cancellation, as substantiated by documentation satisfactory to and verified by Buyer together with the third party termination charges (the "**Cancellation Payment**"). Under no circumstances shall Supplier be entitled to any prospective profits or damages because of any such cancellation. The Cancellation Payment shall not exceed the price that would otherwise be payable to Supplier under the Order. Buyer shall not have liability from the cancellation of the Order beyond the Cancellation Payment whatsoever.

14. CANCELLATION FOR CAUSE.

(a) Default. Supplier shall be in default if Supplier: (i) breaches any provision of the Order and fails to cure such condition within three (3) days following Supplier's receipt of notice from Buyer advising of the breach, or, if such condition is not reasonably capable of being cured within such time, fails to commence a cure during such three (3) day period and promptly and thereafter in a continuous

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fashion diligently pursue the cure; (ii) makes an assignment for the benefit of creditors or consents to or acquiesces in the appointment of a receiver, liquidator, fiscal agent, or trustee; or (iii) becomes insolvent or enters into a voluntary or involuntary bankruptcy or receivership (singularly and collectively, a "Default").

(b) Remedies. If Supplier is in Default, Buyer may, in its sole discretion, avail itself of any or all of the following remedies: (i) elect not to pay Supplier for any monies due for the purpose of set off against and to the extent of Buyer's damages caused by Supplier's Default, (ii) terminate or suspend Supplier's performance hereunder, in whole or in part, effective immediately upon Supplier's receipt of Buyer's notice thereof, or (iii) pursue and enforce any and all other rights or remedies of Buyer hereunder or available under Applicable Law.

(c) Wrongful Cancellation. If a court or arbitrator should determine that Buyer's alleged cancellation for cause was wrongful, then Buyer's cancellation shall be considered cancellation for convenience subject to Section 13.

15. INDEMNITY. In this Section 15, "Claims" means every claim, demand, cause of action, liability, loss or expense of any kind (including, without limitation, penalties, interest and actual court costs, expert fees, and attorney fees) for personal injury (including death), property damage and any other damage, loss or expense.

(a) Supplier shall, at its sole expense, indemnify, hold harmless and defend Buyer and its affiliates and their respective directors, officers, employees, representatives, and agents from and against all Claims to the extent arising from 1) Supplier's failure to comply with Supplier's obligations hereunder; or 2) acts or omissions of employees, subcontractors or agents of Supplier in the performance of the Order or at the premises owned or controlled by Buyer; or 3) defects in the Products. (b) Supplier shall, at its sole expense, indemnify, hold harmless and defend Buyer and its affiliates and their respective directors, officers, employees, representatives, and agents from and against all Claims arising from or related in any way to alleged infringement of trademarks, copyrights, patent rights or of any kind of trade secret or other legally protected property right arising from the use, ownership or disposition of Products (other than materials provided by Buyer). If any such Products are held to constitute infringement or their use, ownership or disposition is enjoined, Supplier, shall secure the right for Buyer to continue to use such Products by suspension of the injunction, by procuring for Buyer a license or otherwise. If Supplier is unable within a reasonable time to secure such right for Buyer, Supplier shall at the option of Buyer and at Supplier's own expense either replace such Products with non-infringing Products, or modify them so that the Products become non-infringing, or remove the infringing Products and refund all sums paid therefor.

(c) Buyer shall, at its sole expense, indemnify, hold harmless and defend Supplier and its affiliates and their respective directors, officers, employees, representatives, and agents from and against all Claims to the extent arising from 1) Buyer's failure to comply with Buyer's obligations hereunder; or 2) acts or omissions of employees, subcontractors or agents of Buyer in the performance of the Order or at the premises owned or controlled by Supplier.

(d) The indemnifications set forth in this Section 15 shall survive acceptance of the Products by Buyer and payment therefor.

16. FORCE MAJEURE.

(a) As to Buyer, strikes, fires, accidents or other causes beyond the reasonable control of Buyer, which affect Buyer's ability to

receive and use the Products, shall entitle Buyer to (i) suspend acceptance of delivery of all or any part of the Products, which suspension shall be effective upon Supplier's receipt of Buyer's notice thereof and without expense, penalty or cost to Buyer, and/or (ii) cancel the Order as a result of such suspension causes, in which case, Section 13, Cancellation for Convenience, shall apply.

(b) As to Supplier, strikes, fires, accidents or other causes beyond the reasonable control of Supplier, which affect Supplier's ability to perform under the Order ("Supplier Force Majeure"), shall entitle Supplier to suspend its obligation to perform the Order to the extent affected. Supplier shall notify Buyer of the occurrence of any Supplier Force Majeure as soon as practicable, but not later than three (3) days after Supplier first becomes aware of (i) the occurrence of the event or (ii) the likelihood of an occurrence of such event. If such Supplier Force Majeure is reasonably anticipated by Buyer to result or actually results in a suspension of longer than forty-five (45) days from the date of Supplier's notice to Buyer (or such shorter time as is material to any schedule set forth on the Purchase Order) Buyer shall have the right to cancel the Order effective immediately upon notice to Supplier. Any such cancellation shall be without expense, penalty or cost to Buyer with regard to any Products not delivered prior to the date of such cancellation. Unless and until Buyer exercises such right of cancellation, Supplier shall continuously and diligently use reasonable efforts to overcome as quickly as possible the effects of the Supplier Force Majeure. If the Order is not so cancelled, the date of delivery of Products will be extended by a period of time reasonably necessary to overcome the effect of such Supplier Force Majeure.

17. CONFIDENTIALITY. Supplier shall (a) not advertise or publish, in any manner, that Buyer has placed the Order, (b) maintain as confidential and proprietary all information provided by Buyer pursuant to the Order ("**Buyer's Information**") and not divulge or disclose any of Buyer's Information to third parties without the prior written consent of Buyer, (c) not use any of Buyer's Information to the detriment of Buyer or the benefit of third parties, and (d) return all of Buyer's Information to or as directed by Buyer upon termination or expiration of the Order or as otherwise requested by Buyer.

18. AUDIT. Buyer shall have the right to inspect and audit at all reasonable times Supplier's accounts and records pertaining to the Products and Supplier's performance under and compliance with the Order. Such right shall continue for a period of twenty-four (24) months following the delivery and acceptance of the Products by Buyer. Supplier shall obtain a similar right to permit Buyer to inspect and audit the accounts and records of any subcontractor. Supplier and its subcontractors are obligated to retain such accounts and records for at least twenty-four (24) months following the delivery and acceptance of the Products by Buyer.

19. INSURANCE FOR SERVICES. To the extent that the Order provides for the Supplier to perform services on Buyer's location or a third party's or public location other than or in addition to the delivery of goods, such as, but not limited to, Product installation at Buyer's destination, Supplier shall obtain and maintain throughout the term of the Order, at Supplier's sole expense and with insurance companies reasonably satisfactory to Buyer and authorized to do business in the jurisdiction in which the services are to be performed, insurance coverage of the types and limits described below. If Supplier hires a subcontractor to provide any or a portion of such services, then Supplier warrants that, as a part of the subcontract, subcontractor shall obtain and maintain the same insurance coverage of the types and limits as required of Supplier and meeting all other requirements of this section applicable thereto. The limits set forth below are minimum limits and will not be construed to limit Supplier's liability.

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The required liability insurance can be met under a primary or an excess policy or any combination thereof. All costs and deductible amounts will be for the sole account of Supplier.

(a) Workers' Compensation insurance complying with the laws having jurisdiction over each employee, whether or not Supplier is required by such laws to maintain such insurance, and Employer's Liability with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit. If services to be rendered are in North Dakota, Ohio, Washington, Wyoming or West Virginia, Supplier will participate in the appropriate state fund(s) to cover all eligible employees and provide a stopgap endorsement.

(b) Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of \$1,000,000 each occurrence, and annual aggregates of \$1,000,000, for bodily injury and property damage, including coverage for premises-operations, blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations, sudden and accidental pollution and, if applicable, deletion of any explosion, collapse and underground exclusion.

(c) Automobile Liability insurance complying with any regulatory body having jurisdiction, or a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage, whichever is the greater, but to include coverage for all vehicles used in performance of services related to the Order, whether owned, non-owned, or hired.

In each of the above described policies, the Supplier and its subcontractors agree to waive and will require their insurers to waive any rights of subrogation or recovery they may have against Buyer and its affiliated companies. Under the policies described in (b) and (c) above, Buyer and its affiliated companies will be named as additional insureds as respects services to be performed related to the Order. Any cost associated with naming these additional insureds will be for the sole account of the Supplier or its subcontractors as the case may be, but not Buyer. Such policies will be primary insurance with respect to Buyer and its affiliated companies, and any other insurance maintained by Buyer or its affiliated companies is excess and not contributory with this insurance. Non-renewal or cancellation of policies described above will be effective only after written notice is received by Buyer from the insurance company thirty (30) days in advance of any such non-renewal or cancellation. Prior to rendering any services related to the Order, the Supplier or its subcontractors as appropriate shall deliver to Buyer certificates of insurance evidencing the existence of the insurance required above. If the insurance policies described in this section are not obtained and maintained as provided, Buyer shall have the right to immediately terminate the Order, or to suspend delivery of the Products until such time as the obligations of this section are satisfied, without any liability to Supplier.

20. **SURVIVAL.** The indemnities, representations and warranties set forth in the Order shall survive the termination or expiration of the Order and continue in full force and effect.

21. **THIRD PARTY BENEFICIARIES.** Except as otherwise provided in the Order, nothing in the Order provides any legal rights to, or create any liability on the part of, anyone not executing the Order.

22. **SEVERABILITY.** If any provision of the Order is partially or completely unenforceable due to Applicable Law, then, at Buyer's option, either (i) such provision shall be deemed amended to the extent necessary to make it enforceable, if possible, and if not possible, shall be deemed deleted, or (ii) Buyer may cancel the Order pursuant to Section 13, Cancellation for Convenience. If any

provision is so deleted, then the remaining provisions shall remain in full force and effect.

23. **WAIVER.** No delay or omission by Buyer exercising any right or remedy shall constitute a waiver of such right or remedy, or prejudice the right of Buyer to enforce such right or remedy at any subsequent time.

24. **ASSIGNMENT.** Neither the Order nor any part hereof nor any right, duty or obligation hereunder may be transferred, assigned, delegated or subcontracted by Supplier without Buyer's prior written consent. However, Buyer may assign, delegate or transfer any or all rights, duties or obligations under the Order. The Order shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

25. **RELATIONSHIP.** Supplier is an independent contractor and no past relationships or course of dealings between the parties shall affect its status as an independent contractor. All persons engaged by Supplier or Supplier's subcontractors in connection with the Order shall be deemed to be Supplier's agents or employees and not Buyer's agents or employees.

26. **GOVERNING LAW.** The rights and obligations arising under the Order shall be governed and construed in accordance with the laws of the state of the Delivery Point, without giving effect to choice of law principles thereof that would result in the application of the laws of another jurisdiction. To the fullest extent permitted by law, each party hereby irrevocably waives its right to any jury trial with respect to any dispute arising under, in connection with, or related to any Order.

27. **DRUG-FREE WORKPLACE.** Supplier understands that Buyer maintains a workplace free of drug and alcohol as is required by law. Furthermore, Supplier covenants that Supplier has, and in regard to Supplier's agents, representatives, employees and subcontractors will implement and enforce, Supplier's own policies and procedures to ensure maintenance of drug and alcohol free workplaces at least in compliance with Applicable Law.

28. **USE OF FUNDS.** Supplier shall not use any funds received under the Order for any purpose prohibited by Applicable Law, including without limitation the Foreign Corrupt Practices Act. Supplier agrees not to pay any commission, fee or rebate to any employee of the Buyer, nor favor any employee of the Buyer with gifts or entertainment of significant cost or value.

29. **HEALTH SAFETY & THE ENVIRONMENT.** Supplier shall perform any service included within the Products in a safe and environmental conscientious manner taking all reasonable and necessary action, including but not limited to those required by Applicable Law, any Buyer site specific policies and prudent industry practices to protect persons, property and the environment. Supplier shall keep any services work site free from waste and unnecessary materials accumulations. Supplier shall provide Buyer with prior written notice of any hazardous materials proposed to be used in such services, and usage of such materials shall be subject to Buyer's consent, which may not be unreasonably withheld. Supplier shall not discharge or release hazardous material to the environment in the course of performing services. Supplier shall be solely responsible for any discharge or release, including without limitation cleanup, removal, remediation, damage, fines, penalties and other expenses related to such discharge or release. Supplier shall provide Buyer or its designee a copy of Supplier's written health and safety program and Buyer or its designee shall be permitted to audit Supplier's record and procedures related thereto. Buyer shall have the right to suspend Supplier's services for so long as necessary to prevent or

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stop any violations of health, safety and environmental procedures, policies, or Applicable Laws by Supplier its employees or subcontractors. Supplier shall not be entitled to compensation for any loss or damage suffered by Supplier nor to an extension of time for completion of the Order resulting from such suspension. Supplier shall cause its subcontractors to comply with this section.

30. **NOTICE.** Any notice to Buyer to be given under this Order shall be in writing and delivered to Buyer's Legal Notice Recipient as identified on the Purchase Order, with a copy to the Buyer's Contact as also identified on the Purchase Order.

31. **NAFTA.** Supplier shall ensure that in circumstances where the North American Free Trade Agreement ("NAFTA") is applicable, all applicable Products imported into the United States shall have a valid NAFTA certificate of origin. Should any NAFTA certificate of origin or part thereof issued for Products under this Order be cancelled, refused or in any way viewed to be in non-compliance with NAFTA by any government officials with jurisdiction, Supplier shall indemnify and hold harmless Buyer from all charges, duties, penalties, interest assessed or incurred and all other costs due to cancellation of the certificate, re-assessment of any duties and taxes, reinstatement of the certificate and pursuit of refunds due to the cancellation, re-assessment, re-instatement and pursuit of refunds relating to the NAFTA Exporters Certificate of Origin supplied for these Products.