Goods and Services Terms & Conditions

United States Version

January 2026

Goods and Services Terms & Conditions (United States)

1. General

This order for goods and services comprises the accompanying "general service order", "service release order", "standard purchase order", "purchase order", or "work order", these goods and services terms and conditions, and such other documents incorporated by reference on the face of the order (collectively, the "**Order**"). This Order is entered into between the "Supplier", "Vendor", "Contractor", or "Consultant" identified in this Order ("**Supplier**") and the Enbridge entity identified in this Order ("**Company**").

2. Scope

(a) Supplier agrees to sell, and Company agrees to buy, the goods, articles, and materials described in this Order (together with such documentation as specified on this Order, collectively, "**Goods**").

(b) Supplier agrees to furnish all labour, tools, equipment and material and to secure all permits and approvals (except as otherwise expressly stated in this Order as being the responsibility of Company) necessary for the complete performance of the services set out in this Order (collectively "**Services**") and Company agrees to purchase the Services described in this Order. All of the Services shall be undertaken and completed in accordance with Good Industry Practices as defined herein.

(c) The Goods and Services are, collectively, the "**Work**".

3. Definitions

Capitalized terms used throughout this Order shall have the meanings given to such terms. The terms below shall have the following meanings:

(a) "**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person as of the date on which the determination of affiliation is being made. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person by virtue of: (i) the ownership or direction of voting securities of the other Person; (ii) a written agreement or trust instrument; (iii) being the general partner or controlling the general partner of the other Person, or (iv) being the trustee of the other Person.

(b) "**Applicable Laws**" shall have the meaning set forth in Section 17(a).

(c) "**Company IP**" shall have the meaning set forth in Section 22.

(d) "**Delivery Point**" shall have the meaning set forth in Section 7(a).

(e) "**Developments**" shall have the meaning set forth in Section 22.

(f) "**Good Industry Practices**" means the actions, practices, methods, techniques, and standards (including modifications over time) that:

i. should be adopted by a party exercising due care, diligence, and that degree of knowledge, skill, prudence, foresight, and use of funding that would reasonably and ordinarily be expected from qualified, skilled, and experienced professional contractors specializing in the performance of work similar to the Work; and

ii. conform to this Order, Applicable Laws, Company Policies, and industry codes and standards. In the event of an inconsistency or conflict among or between any of the items listed above and/or any other provision of this Order, the more rigorous performance standard will govern.

(g) **"Intellectual Property Rights"** means all rights in intellectual property of every kind, nature or description and any other proprietary rights throughout the world, including: (i) copyrights and all rights associated with works of authorship, neighbouring rights and moral rights, whether registered or unregistered; (ii) design patent or industrial design rights; (iii) semi-conductor chip, integrated circuit topography rights and mask works; (iv) rights in trade secrets, confidential information and know-how; (v) trademarks, trade names, certification marks and distinguishing guise rights, whether registered or unregistered; (vi) patent rights; and (vii) all registrations, applications, renewals, extensions, continuations, continuations-in-part, divisions, reissues, and priority rights thereof now or hereafter in force (including any rights in any of the foregoing).

(h) "**Person**" means any natural person, sole proprietorship, corporation, partnership (general or limited, including master limited), limited liability company, trust, joint venture, joint stock company, unincorporated association, unincorporated syndicate, unincorporated organization, or other entity or association, and, where the context requires, any of the foregoing in its capacity as trustee, executor, administrator or other legal representative.

(i) "**Specifications**" means the technical, functional, physical, design, environmental, operational, performance or other relevant specifications or requirements (including drawings, samples or other descriptions) or as otherwise inherent, necessary or customarily included as part of any specifications or requirements with respect to the Work.

(j) "**Subcontractor**" shall have the meaning set forth in Section 11.

(k) "**Supplier IP**" shall have the meaning set forth in Section 25.

(l) "**Taxes**" shall have the meaning set forth in Section 15(b).

4. Supplier's Acceptance of this Order

Supplier's acceptance of this Order, whether in writing or by performance, shall constitute acceptance of these goods and services terms and conditions, which are incorporated into and made a part of this Order. No other terms or conditions shall be binding on Company unless: (a) conspicuously referenced on the face of this Order to which such other terms and conditions apply; and (b) expressly agreed to by Company. Any quote, invoice, acknowledgement or other form or communication issued by Supplier in connection with the Work or this Order will be for Supplier's record and accounting purposes only and any terms and conditions referenced therein will not apply to the Work or this Order.

5. Order Number

Company's Order number and corresponding item line number(s) as shown in this Order must appear on all invoices, correspondence, shipping documents, packages and any other documents relating to this Order.

6. Changes and Price Adjustments

Company may, through a written notice of change ("**Change**") at any time, make reasonable changes to any one or more of the following: (a) the scope of the Services; (b) the Specifications; (c) the time period, dates, or schedules specified in this Order; (d) the location where the Work will be performed; (e) quantities of Goods; or (f) place, manner and time of delivery of the Goods. If any such Change increases or decreases the cost of the Work to be provided or the deadlines or schedules applicable to Supplier's performance, Supplier shall give Company written notice stating the effect of such Change within seven (7) days after receipt of Company's notice of the Change, including a detailed firm cost proposal and revised timeline. If Company accepts such cost proposal and revised timeline, Company will issue a change order or order revision ("**Order Revision**") and Supplier shall proceed with the changed Work in accordance with such Order Revision and this Order. Supplier acknowledges that a Change may or may not entitle Supplier to an adjustment in Supplier's compensation or the performance deadlines under this Order. No claim for a price increase or schedule extension will be recognized unless such claim was authorized in advance and in writing by Company. A Change is the only ground by which the price may be increased. Supplier is not entitled to seek price increases or additional compensation for any other reason, including delays caused by Company or third parties, force majeure, weather, or site conditions.

7. Delivery, Risk and Title

(a) **Delivery**. Supplier shall deliver the Goods to the location(s) designated by Company in this Order ("**Delivery Point**"). Supplier shall prepay transportation costs for delivery of the Goods to the Delivery Point, unless otherwise specified in this Order, and if so specified, the transportation charges will be included as a separate item in the invoice for the applicable Goods, and not in an additional or separate invoice.

(b) **Title**. Title to all components of the Work shall automatically vest in Company upon the earliest of: (i) delivery to the Delivery Point; (ii) payment therefor by Company; (iii) incorporation into the facility; (iv) completion of the Work; and (v) termination of this Order by Company. The preceding transfer of title shall in no way affect Supplier's responsibility and risk of loss for, and its obligation to take proper steps and precautions to protect, the Work until completion. Supplier warrants it will have good and transferable title to the Work at the time of title transfer to Company, and further that title to the Work will transfer to Company free and clear of any and all liens or encumbrances.

(c) **Risk of Loss**. Notwithstanding passage of title as provided in b) above, Supplier shall bear the risk for loss or damage to the Work, wherever situated, until completion of the Work. In the event of loss or damage to the Work prior to completion, Supplier shall pay the cost and expense of replacing the loss or repairing the damage.

8. Warranty

(a) **Warranties and Remedy for the Goods**

i. Supplier warrants that the Goods will: (a) conform in all respects to the requirements of this Order; (b) conform strictly to the Specifications upon which this Order is based; (c) be free from defects in material, workmanship, and design; (d) to the extent that Supplier is aware of Company's intended use and purpose for the Goods, be fit, safe and effective for their intended use and purpose, and operate as intended; and (e) be merchantable. The foregoing warranties will remain in effect for one (1) year from the date of Company's acceptance of the Goods, or eighteen (18) months from delivery of the Goods, whichever occurs latest.

ii. In the event of a breach of warranty, Supplier shall repair and/or replace non-conforming Goods at no cost to Company (including shipping costs). Goods will not be considered in breach of these warranties if a defect is caused primarily by Company's improper installation, operation or maintenance.

iii. Company may reject any Goods that do not conform to the requirements of this Order and to return non-conforming Goods to Supplier at Supplier's expense. Receipt of the Goods, acknowledgement of receipt of the Goods, or payment of Supplier's invoices does not constitute acceptance of the Goods.

(b) **Warranties and Remedy for the Services**

i. Supplier warrants that the Services will: (a) conform in all respects to the requirements of this Order; (b) conform strictly to the Specifications upon which this Order is based; (c) be free from defects in material, workmanship, and design; (d) comply with Good Industry Practices; and (e) be performed using personnel possessing such skills, qualifications and credentials as are necessary or desirable for the performance of the Services in a good and workmanlike manner. Supplier further warrants that Supplier's tools and equipment are in safe operating condition and agrees that such tools and equipment will be subject at all times to Company's inspection and approval. The foregoing warranties will remain in effect for eighteen (18) months from the date of Company's final inspection of the completed Services (as determined pursuant to Section 8(b)(ii) below).

ii. All Services supplied hereunder are subject to final inspection by Company. For purposes of this Order, the date of final inspection of the completed Services shall be the first to occur of: (a) the day on which Company sends written notice of the completion of such final inspection to Supplier; and (b) the thirtieth (30th) day following final completion of the Services by Supplier, provided that prior to such day Company has not sent to Supplier written notice that Company has found defects with the Services.

iii. In the event that any Services do not conform to the provisions of this Order, Supplier agrees to immediately and properly repair and/or re-perform, at its sole expense, any defective Services, including any Services that are not in accordance with Good Industry Practices, Applicable Laws, or Company Specifications and standards. Furthermore, Company reserves the right to reject the defective Services, including any Services that are not in accordance with Good Industry Practices, Applicable Laws, or Company Specifications and standards. If Supplier fails to remedy the non-conforming Services in a timely manner, then Company, in its discretion, may remedy the non-conforming Services with the costs and expenses charged back to Supplier, and Supplier shall reimburse Company within sixty (60) days of Company's presentment of such costs and expenses to Supplier.

(c) **Warranty Assignment.** Supplier shall assign and transfer all assignable warranties it receives from its vendors and manufacturers to Company.

(d) **No Waiver.** Company's rights hereunder, at law, or otherwise will not be deemed waived, either in whole or in part, by reason of Company's inspection of, failure to perform inspection of, acceptance of, or failure to otherwise identify Supplier deficiencies or breaches relating to, or payment for, the Goods and/or the Services.

9. Delay

Supplier shall, during Company's normal business hours or as otherwise instructed by Company, deliver the Goods by the date(s) specified in this Order, and perform and complete the Services during the time period(s) specified in this Order. Timely performance and completion of the Work is a material term of this Order. Timely performance and completion of the Work is: (i) delivery of the Goods, to the Delivery Point on or before the agreed delivery date(s) and (ii) completion of the Services during the time period(s), and no later than the deadline(s), specified in this Order. If Supplier is unable to achieve timely performance and completion of the Work, it shall notify Company of the anticipated delay as soon as it learns of same. Supplier's notice shall state the reasons for the delay and the anticipated date of performance and completion. If the

delay (a) is not caused in whole or in part by the negligence or intentional fault of Supplier and (b) will not contribute to a delay in Company's schedule or otherwise cause damages to Company or any entity to whom Company is providing services, then Company may, but is not obligated to, agree to extend the applicable date of delivery, time period, or deadline without additional liability to Supplier. If performance and completion of the Work is not accomplished before the agreed delivery date, time period, or deadline, as such may be extended by this Order, then Supplier will be liable to Company for all direct damages caused by the delay.

10. Relationship of the Parties

Supplier shall be an independent contractor in all respects pertaining to its performance under this Order. Nothing contained in this Order or otherwise, nor any past relationship(s) or course of dealing between the parties, will be deemed or construed by the parties hereto, or by any third party, to create a relationship of partnership or joint venture or a relationship of principal-agent, employer-employee, master-servant, or franchisor-franchisee between Company and Supplier. No provision contained herein will be deemed to create any relationship between the parties hereto other than the relationship of independent parties contracting for work. Supplier does not have an express or implied right to create any obligations on behalf of or in the name of Company. Should Supplier or any employee or agent of Supplier be determined by any governmental authority to be an employee of Company for any purpose, Supplier agrees to defend, indemnify and hold harmless Company from and against any and all costs, liability, penalties or Taxes incurred as a result of such determination. Supplier shall be solely responsible for the payment of all Taxes or contributions based on the compensation paid by Supplier to any of its employees, contractors, or other parties on account of performance of the Work.

11. Responsibility for Subcontractors

Supplier is responsible to Company for the acts and omissions of any Person that sells, rents, or otherwise provides supplies, equipment, machinery, materials, or services to Supplier for the Work ("**Subcontractor**") and any Person that sells, rents, or otherwise provides supplies, equipment, machinery, materials, or services to a Subcontractor. No act of any Subcontractor shall absolve Supplier for the acts or omissions of any Subcontractor. No Subcontractor shall be deemed a third-party beneficiary of, or any have any interest in, this Order.

12. Environmental Matters and Cleanup

Supplier shall comply with all Applicable Laws which regulate or relate to the protection or clean-up of the environment, the manufacture, sale, use, treatment, storage, transportation, handling, or disposal of hazardous substances, the preservation or protection of land, waterways, surface water, ground water, drinking water, air, wildlife, plants, or other natural resources. Supplier must at all times keep Company's worksite free of trash and debris. Supplier shall remove all of its equipment and any remaining trash or debris and restore Company's worksite.

13. Personnel

Company reserves the right to refuse entry to any Company worksite(s) to any or all of Supplier's personnel (including Subcontractors) at any time and for any reason. Additionally, Supplier will not send personnel to any Company worksite if they do not possess the necessary lawful permission to work in the United States of America. Supplier will take full responsibility to secure the necessary documentation and produce such documentation when entering a U.S. worksite of Company.

14. **Force Majeure**

(a) Neither party shall be liable for any failure or delay in the performance of its obligations under this Order to the extent such failure or delay both:

i. is caused, directly or indirectly, without fault by such party, by: fire, flood, earthquake, epidemic, pandemic, elements of nature or acts of God; third party labor disruptions, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action; or any other similar cause beyond the reasonable control of such party; and

ii. could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means.

Events meeting both of the criteria set forth in clauses (i) and (ii) above are referred to collectively as "**Force Majeure Events**."

(a) Upon the occurrence of a Force Majeure Event, the non-performing party shall be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail and such party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. Any party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in

writing within two (2) business days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay. If Supplier fails to perform some or all of its obligations hereunder, during any consecutive period of more than thirty (30) days due to a Force Majeure Event, Company will have the right to terminate this Order without payment of any termination fee or amount. Where this Order is partially performed or provided, the price for such period of the Force Majeure Event will be adjusted on an equitable basis taking into account, among other things, the Goods accepted by Company and the Services performed, and Supplier will promptly refund any amounts overpaid by Company as result of such adjustment. The Supplier's exclusive remedy for a Force Majeure Event shall be to seek an extension to the schedule pursuant to Section 9. Under no circumstances is Supplier entitled to reimbursement for any standby time, lost profits, lost opportunity costs, productivity losses, lost efficiencies, or any other direct, indirect, or consequential damage or cost occasioned by a Force Majeure Event.

15. **Invoicing, Taxes and Customs**

(a) Company shall pay all invoice amounts pursuant to the payment terms in this Order upon receipt of undisputed invoice(s). Company and Supplier shall work together in good faith to resolve all invoice disputes. Invoices shall be paid in accordance with this Order, and any prices or rates set forth in this Order shall not be raised except upon notification of and written acceptance of said price/rate increases in an Order Revision issued by Company. Where applicable, payment to Supplier shall be subject to all lien rights and expiration of the retainage or holdback period(s) as allowed by Applicable Laws. Supplier shall not be entitled to payment for (i) costs or expenses to the extent that they were incurred as a result of any failure of Supplier to comply with any provision of this Order; (ii) markups of any kind other than those expressly provided for in this Order; or (iii) standby, delay, or waiting time of any kind.

(b) Each of the parties shall be responsible for the payment of all taxes, duties, levies, charges and contributions for which the respective party is liable as imposed by any governmental or regulatory authority ("**Tax**" or "**Taxes**") in connection with this Order. Supplier shall ensure the payment of all employment Taxes and workers' compensation insurance premiums. All fees paid or payable to Supplier are exclusive of any applicable value added or mater and services Tax, or sales Taxes imposed on the performance of the Work. Taxes imposed on Company that Supplier is required to collect shall be separately stated and identified on each invoice issued by Supplier in compliance with Applicable Laws. Company shall provide Supplier with exemption documentation as required by Applicable Laws where exemption from Taxes is claimed. For further clarification, Supplier will be responsible for paying its income Taxes and all other Taxes of any kind in any jurisdiction that might become payable in relation to the performance of the Work. Company shall bear no responsibility for any income, gross margin, franchise, capital, net worth or other type of direct Tax that may enure to Supplier as a result of this Order.

(c) Where Supplier is a non-U.S. Person providing services in the U.S., with respect to the invoice or this Order, Supplier will identify the location of the Work, separate Work performed in the U.S. from Work performed outside the U.S., identify the number of days Work was performed in the U.S., and identify the physical location (indicating city and state) where the U.S. Work was performed. Supplier shall provide Company with a valid Form W-8BEN-E (or any successor form) and any other information requested by Company for the purpose of non-resident income Tax withholding and reporting required pursuant to Internal Revenue Code Sections 1441 and 1442. Where Supplier has not provided a valid Form W-8 to Company, a U.S. Affiliate may be required to withhold up to thirty percent (30%) of any payment and remit such amount to the U.S. Treasury.

16. Liens

Supplier shall timely pay its Subcontractors and vendors and shall indemnify and defend Company from and against all claims by third parties and liens and encumbrances on Company's property related in any way to Supplier's performance of this Order.

17. Compliance

(a) Supplier covenants, represents and warrants that in the performance of this Order it shall, and shall cause all other parties acting on its behalf to, comply with all federal, provincial, state, and local laws and regulations, codes, and industry standards, as well as any orders, permits, decrees, licenses, certificates, consents, approvals, inspections and requirements or directives of any governmental or regulatory authority having jurisdiction, including: (i) anti-corruption and/or anti-bribery laws of any jurisdiction(s) applicable to the parties or their activities in connection with this Order; (ii) laws concerning tax evasion or the facilitation of tax evasion, money laundering, or terrorist financing of any jurisdictions applicable to the parties or their activities in connection with this Order; and (iii) all laws, standards, codes, guidelines, principles, and conventions related to the payment of minimum wage, overtime and legally mandated benefits and the rights of workers to join labour unions and workers' councils and to bargain collectively, prevention of child labor, forced labor, slavery, human trafficking, and the use of inhumane or coercive employment practices (collectively, "**Applicable Laws**"). Applicable Laws also include tribal employment rights ordinances and the U.S. Foreign Corrupt Practices Act ("**FCPA**") or any applicable legislation or regulation

implementing the Organization for Economic Cooperation and Development Convention Against Bribery of Foreign Public Officials in International Business Transactions. Supplier specifically agrees to indemnify Company in accordance with the terms of this Order for any damages incurred by Company or its Affiliates as a result of any violation of the FCPA, any other anti-corruption laws, or any import or export control laws by Supplier or by any owner, director, officer, employee, contractor, Subcontractor, or agent of Supplier which occurs in the course of their Work for Company under this Order. Supplier acknowledges that failure to comply with Applicable Laws shall constitute a material breach of this Order which will allow Company to take immediate remedial steps, including termination of this Order.

(b) Supplier covenants, represents, and warrants that in the performance of the Work it shall comply with, and shall cause all other parties acting on Supplier's behalf to comply with, all policies, processes, and procedures of Company and its Affiliates: (i) set forth at the website https://www.enbridge.com/work-with-enbridge/doing-business-with-enbridge/policies (which URL and/or the policies posted on it may change from time to time at Company's discretion); and (ii) communicated to Supplier ("**Company Policies**"), as each such Company Policy may be amended from time to time. If requested by Company, Supplier will attend and ensure all other parties acting on Supplier's behalf attend training on Company Policies at Supplier's expense. Supplier acknowledges that failure to comply with Company Policies will constitute a material breach of this Order which will allow Company to take immediate remedial steps, including termination of this Order. Without limiting the foregoing, when performing Work on Company property, Supplier shall observe such rules as Company shall prescribe from time to time for the protection of personnel and property, including such safety and operator qualification rules as Company may establish, and shall limit smoking and the use of fire and ignition sources to such locations and occasions as are designated by Company's representative.

(c) Supplier shall maintain and enforce and shall cause all other parties acting on its behalf to maintain and enforce a system of controls (including policies, procedures and associated training, accounting systems, purchasing systems and billing systems, and a complete set of books and records which fairly and accurately reflect, and trace the supply chain of all Work provided in connection with this Order) to ensure compliance with all Applicable Laws, including all anti-bribery, anti-corruption, criminal finance and human rights laws.

(d) If this Order falls within the jurisdiction of any applicable workers' compensation legislation, Supplier shall from time to time, if requested by Company, furnish Company with evidence of compliance with such legislation acceptable to Company. Company, in its discretion, may withhold payment until it has received the certificate or equivalent evidence.

18. Performance Assurances

Upon request, Supplier agrees to furnish, from a surety satisfactory to, and at the cost of Company, a performance bond in the amount requested by Company, and any other types of performance assurances as may be required by Company, including a letter of credit or parental guarantee from a Person acceptable to Company.

19. Insurance Requirements

Required Supplier Insurance. At all times during the term of this Order, Supplier shall maintain at its own expense, the insurance coverage outlined herein, in each case with insurers having financial security ratings of at least "A-" by AM Best or "A" by Standard & Poor's and which are authorized to do business in all jurisdictions where Work is performed:

(a) **Workers' Compensation and/or Occupational Disease** coverage that fully complies with all Applicable Laws where activity related to this Order is performed, where Supplier's employees reside, and in all states where Supplier is domiciled. **As applicable**, coverage shall include an alternate employer's endorsement and voluntary compensation endorsement.

(b) **Employer's Liability** coverage with limits of one million dollars ($1,000,000) each accident, by disease each employee, and by disease policy limit.

(c) **Commercial General Liability** coverage with a limit of five million dollars ($5,000,000) each occurrence for bodily injury and property damage arising out of or relating to Supplier's activities under this Order. The policy shall include coverage for contractual liability, cross liability, severability of interests, products, and completed operations and, **as applicable**, coverage shall include limited time element pollution.

(d) **As applicable, Commercial Auto Liability** covering all vehicles used by Supplier under this Order with a combined single limit of five million dollars ($5,000,000) for injury or death of one or more persons or damage to or destruction of property as a result of each accident.

(e) **As applicable, Professional Liability or Errors and Omissions Liability** coverage for claims arising out of the Services, with a policy limit of two million dollars ($2,000,000) per claim and in the aggregate.

(f) **As applicable, All Risk Property Damage** insurance on a replacement cost basis covering loss of or damage to property owned by or in the care, custody, and control of Supplier.

(g) **As applicable, Aircraft Liability** coverage for any aircraft used by Supplier under this Order, with a policy of $5,000,000 for drones and $10,000,000 for manned aircraft, each occurrence, including passenger liability and the replacement cost of the aircraft.

Insurance Limits. Subject to the total required amount of insurance for each individual insurance coverage requirement herein, the amounts of insurance specified in Sections 19(a)-(g) may be satisfied through a combination of primary and excess insurance limits.

Additional Insured, Subrogation Waiver, Policies as Primary. Supplier shall ensure that each insurance policy hereunder provides (in each case arranged to provide the maximum benefit to Company):

(a) With exception of Section 19(a), (b), (e), and (f), inclusion of Company as additional insured in insurance policies under this Order;

(b) Waives insurers' rights of subrogation in favor of Company; and

(c) That coverage in all of Supplier's insurance policies under this Order shall be written to respond on a primary and non-contributory basis.

Notice of Cancellation. Insurance shall not be canceled without thirty (30) days' prior written notice to Company.

Evidence of Insurance. Upon request, Supplier shall provide to Company Certificate(s) of Insurance certifying Supplier's compliance with this Order. In the event of a reduction in Supplier insurance limits during the term which may otherwise reduce the limits of insurance required to comply with this Order, the Supplier shall promptly provide Company with notice of same, and immediately thereafter secure such additional insurance as is required to comply with the terms of this Order. Company's acceptance of certificates or correspondence associated thereto does not constitute a waiver, release or modification of the requirements under this Order. "Certificate Holder" shall be the Company.

Failure to Maintain. In the event Supplier fails to comply with insurance requirements under this Order, at its sole discretion, Company may, but shall not be obligated to, obtain such insurance for Company's sole benefit as Company deems necessary to address any failure on the part of the Supplier to obtain the insurance required pursuant to this Order. Any cost thereof shall be payable by the Supplier to Company on demand and Company may, at its election, deduct the cost thereof or set-off from any monies which are due or may become due to Supplier. No liability shall attach to Company for any decision on the part of Company to forego the purchase of additional insurance under this Section 19, nor does Company's decision not to purchase additional insurance pursuant to this Section 19 constitute a waiver, release or modification of the requirements under this Order, or constitute a statement by Company that Supplier's insurance coverage at any time during the term hereof is in compliance with the requirements under this Order.

Insurance Costs. Company will not be responsible for any premiums, deductibles, self-insured retentions or any other costs for the insurance provided by Supplier in this Order.

Subcontractors. Supplier shall make commercially reasonable efforts to require all Subcontractors to provide insurance coverage in accordance with this Order. Supplier shall ensure that all insurance maintained by Subcontractors include a waiver of insurers' rights of recovery, contribution, subrogation, set-off or counterclaim in favor of Company. The failure of any Subcontractor to obtain and maintain the required insurance shall not in any way impact the obligations of Supplier under this Order.

Compliance with Applicable Laws. If it is judicially determined that the monetary limits of the insurance required herein do not conform with Applicable Laws, it is agreed that Supplier shall take whatever steps are necessary, at its own expense, to ensure said insurance shall conform to the greater of the minimum monetary limits and other provisions in such Applicable Laws, or the limits specified herein.

20. INDEMNITY

NOTWITHSTANDING ANYTHING ELSE IN THIS ORDER TO THE CONTRARY, SUPPLIER SHALL INDEMNIFY, RELEASE, HOLD HARMLESS, MAKE WHOLE, AND DEFEND COMPANY, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ASSIGNS AND SUCCESSORS IN INTEREST (COLLECTIVELY, "COMPANY GROUP") FROM AND AGAINST ALL CLAIMS, LOSSES, DISPUTES, SUITS, COMPLAINTS, LIABILITIES, DAMAGES, AND EXPENSES OF WHATEVER NATURE (INCLUDING ATTORNEY'S FEES AND EXPERT/CONSULTANT FEES), INCLUDING FOR INJURY TO ANY PERSON (INCLUDING DEATH) AND DAMAGE TO ANY PROPERTY, RESULTING FROM OR IN ANY WAY CONNECTED WITH SUPPLIER'S PERFORMANCE OF THIS ORDER, EXCEPT THAT THE OBLIGATIONS HEREUNDER DO NOT APPLY TO COMPANY'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.

21. Confidential Information, Data/System Security and Security Incidents

Supplier agrees that any ideas, concepts or proprietary information received from Company in connection with this Order, will not be disclosed to third Persons except to the extent necessary for the proper performance of this Order. In addition to Supplier's other obligations in this Order, where Supplier has access to Company IP, confidential information or Company's internal networks or systems, or uses its own networks or systems to access, store, handle or otherwise process such information, Supplier will ensure that it takes all reasonable steps in accordance with industry standards to: (a) protect the security and integrity of Company IP, confidential information and technology systems; (b) protect against threats or hazards to the security or integrity of Company IP, confidential information and technology systems; and (c) prevent unauthorized access to or disclosure of Company IP or confidential information. Supplier shall notify Company promptly of, and in no event later than twenty-four (24) hours after, the discovery of a Security Incident, and will take all reasonable steps to prevent such Security Incident from continuing or reoccurring, including co-operating with Company. Each party will reasonably assist the other party in mitigating any potential damage or risk of liability. "**Security Incident**" means any actual or reasonably suspected incident in which security measures protecting the confidentiality, integrity or access to data, applications, networks, or devices with respect to which Supplier provides the Services or that are involved in providing or supporting the Services have been circumvented, eluded, or violated. For clarity, "Security Incident" includes incidents affecting either information technology or operational technology.

22. Company IP

Company (and/or its applicable Affiliates) is and will be the exclusive owner of all of the following: (a) all Specifications provided by Company and confidential information disclosed or provided to Supplier hereunder; (b) all work product, materials, drawings and similar items created, developed, delivered or contracted for by Supplier or any Subcontractor in connection with the performance of this Order (the "**Developments**"); and (c) any and all changes and modifications to the foregoing ((a), (b) and (c), collectively, the "**Company IP**"). All rights, title and interest, including all Intellectual Property Rights, throughout the world in and to the Company IP will vest in Company immediately upon creation and regardless of the state of completion of such Company IP, and will be immediately delivered by Supplier to Company. Nothing herein transfers or grants to Supplier any right, title, or interest or Intellectual Property Right or license in or to any Company IP other than a non-exclusive, revocable, terminable license to use same solely for the purpose of performing the Work.

23. Assignment and Waiver

Supplier hereby assigns, agrees to assign, and upon creation of each Development and other work product, automatically assigns, to Company, its successors and assigns, as and when created, all right, title and interest, including Intellectual Property Rights, throughout the world in and to all such Developments and other work product. Supplier will execute such documents, including agreements with its employees and Subcontractors, as are necessary to effectuate Company's ownership of the Company IP.

24. Return of Company IP

At Company's discretion: Supplier shall (a) return or (b) destroy, all Company IP and any other property received by Supplier from or on behalf of Company or any of its Affiliates that is in Supplier's or Supplier's representatives' possession and shall destroy or erase any and all copies it may have made thereof, within ten (10) days of the earliest of: (i) a written request by Company; (ii) termination or expiration of this Order; or (iii) termination of the business relationship between the parties by mutual written consent. Upon request by Company, Supplier shall provide written certification by an officer of Supplier that such Company IP and other property, and copies thereof, have been destroyed or erased by Supplier and by Supplier's representatives.

25. Supplier IP

Supplier, its Affiliates, Subcontractors and their respective representatives remain the sole and exclusive owners of Intellectual Property Rights developed or acquired prior to the date of this Order or developed independently of this Order (collectively "**Supplier IP**").

26. Grant of License by Supplier to Company

Supplier grants to Company a perpetual, irrevocable, fully paid-up, royalty-free, transferable, worldwide, non-exclusive license for Company's internal business use to: (a) use (for any purpose) and sell the Goods purchased under this Order; (b) use, sublicense, distribute or otherwise exploit any Supplier IP that is integrated with, embedded in, forms part of, or is otherwise required to use any portion of the Work; and (c) access, use, copy, support, maintain, modify, sublicense, assign, distribute or otherwise exploit any Supplier IP that is integrated with, embedded in, forms part of, or is otherwise required in order to access, use, copy, support, maintain, modify, sublicense, assign, distribute or otherwise exploit Company IP.

27. Third Party Intellectual Property Rights

Supplier agrees not to disclose or provide to Company any confidential information in which Supplier or a third party not affiliated with Company has any Intellectual Property Rights. Notwithstanding and without derogating from the foregoing, if Supplier should provide or disclose any such confidential information to Company or any of its Affiliates, and, to the extent there are any Intellectual Property Rights subsisting or incorporated in the Work or Developments, Supplier shall ensure that Company and its Affiliates have, and Supplier hereby grants to Company and its Affiliates, a worldwide, non-exclusive, sub-licensable, irrevocable and non-terminable license to exercise all Intellectual Property Rights in such confidential information, the Work and the Developments.

28. Intellectual Property Warranty and Indemnity

Supplier warrants that the Work and the Developments do not infringe or misappropriate any Intellectual Property Rights of any third party. **SUPPLIER SHALL RELEASE, INDEMNIFY, SAVE HARMLESS AND DEFEND COMPANY AND ITS AFFILIATES FROM AND AGAINST ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPERT/CONSULTANT FEES) ARISING IN FAVOR OF ANY PERSON OR ENTITY AND BASED ON MISAPPROPRIATION OF TRADE SECRETS, INFRINGEMENT OR CLAIM OF INFRINGEMENT OF A PATENT, TRADEMARK, TRADE NAME, COPYRIGHT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS IN THE WORK PROVIDED BY SUPPLIER, ANY SUPPLIER IP OR DEVELOPMENT (OR THE USE THEREOF BY SUPPLIER TO PROVIDE THE WORK), OR THE ACCESS TO, RECEIPT OF OR USE BY COMPANY OR ITS AFFILIATES OF ANY WORK, SUPPLIER IP OR DEVELOPMENTS, EXCEPT TO THE EXTENT DIRECTLY CAUSED BY SPECIFICATIONS EXPRESSLY PROVIDED BY COMPANY IF THE ALLEGED INFRINGEMENT WOULD NOT HAVE OCCURRED BUT FOR SUCH SPECIFICATIONS.**

29. Waiver of Consequential Damages

Except for Supplier's indemnity obligation arising from a third-party claim against any member of Company Group (including infringement of such third party's Intellectual Property Rights), Supplier's confidentiality obligations, death or bodily injury, Supplier's gross negligence, or Supplier's willful misconduct, neither party will be liable for any special, incidental, indirect, punitive, or consequential damages.

30. Limitation of Liability

Except for Supplier's indemnity obligations, confidentiality obligations, death or bodily injury, Supplier's willful misconduct, or Supplier's gross negligence, Supplier's maximum cumulative liability relative to all other claims and liabilities, whether or not insured, will not exceed the greater of $5 million or the value of this Order.

31. Termination for Cause

Company may terminate all or any part of this Order for: (i) Supplier's failure to perform the Work by and within the time period(s) specified, including Supplier's failure to deliver Goods by the date(s) specified; (ii) Supplier's breach of any of the terms hereof, including the warranties of Supplier; (iii) change in price of the Work inconsistent with the terms of this Order; (iv) Supplier's failure to provide adequate assurance of its ability to meet quality standards; (v) Supplier's failure to make progress on the Work so as to endanger performance of this Order; or (vi) in the event of any proceeding by or against Supplier in bankruptcy or insolvency or for the appointment of a receiver or trustee or an assignment for the benefit of creditors. Upon termination for cause, Company shall provide written notice of termination and have no further obligation to Supplier. Upon receipt of notice of termination, Supplier shall discontinue all Work pertaining to this Order and use its best efforts to mitigate additional costs resulting from the termination. Supplier shall preserve and protect materials in supply, Work in progress, and finished Work, the disposition of which shall be as directed by Company. Supplier is not entitled to any prospective profits or damages.

32. Termination for Convenience

Company may terminate all or any part of this Order for convenience upon written notice to Supplier. Company shall either:

(a) pay those cancellation for convenience charges specified in this Order; or

(b) if no cancellation for convenience charges are specified in this Order:

i. in respect of the Goods, accept and pay for materials in supply, work in progress and finished work; and

ii. in respect of the Services, a settlement price through to the date of cancellation valued at rates and prices agreed upon in this Order,

as well as reasonable and fully substantiated additional costs caused by the termination

Supplier is not entitled to any prospective profits or special, incidental, indirect, punitive, or consequential damages. In no event will the total amount paid to Supplier under a terminated Order exceed the original value of this Order.

33. Notice

All notices, consents and requests hereunder must be in writing and served by personal service, by mail or by email to the address of the receiving party set forth in this Order (or such different address as may be designated by such party in a notice to the other party, from time to time). Notices, consents and requests served by personal service shall be deemed served when delivered. Notices, consents and requests served by mail must be sent by registered mail, return receipt requested, and shall be deemed served ten (10) business days after mailing. Notices, consents and requests served by email shall be deemed served on the date of sending, provided: (i) no incomplete or bounce-back error transmission is received by the sending party; and (ii) if such day is not a business day or if the notice or communication is received after 5:00 PM (at the place of receipt) on any business day, the notice or communication shall be deemed to have been sent and received on the immediately following business day.

34. Waiver

No failure or delay by Company in exercising any of its rights, powers or remedies under this Order shall operate as a waiver of such right, power or remedy. The single or partial exercise of a right, power or remedy does not preclude its other or future exercise or exercise of any other right, power or remedy.

35. Use of Company Name and Logo

Supplier shall not use or display the name and any symbols, signs, trademarks and other marks denoting or identifying Company in any manner whatsoever without the prior written authorization of Company.

36. Further Assurances

Each of the parties shall, from the time of the written request of the other party, and without any additional consideration, do all such further acts and execute and deliver or cause to be done, executed or delivered all such further acts, deeds, documents, assurances and things as may be reasonably required in order to fully perform and carry out the terms of this Order.

37. Cumulative Remedies

All rights and remedies under this Order are cumulative and in addition to any other rights and remedies provided in law or equity.

38. Assignment

Supplier shall not assign or transfer any or all of its rights or obligations under this Order without Company's prior written consent. This Order shall be binding upon and enure to the benefit of the successors and assigns of each of the parties.

39. Governing Law, Forum and Jury Trial Waiver

This Order shall be governed by and construed in accordance with the laws of Texas without reference to its conflict of laws rules or principles. Prior to any party filing a lawsuit, such party must use its reasonable efforts to: (a) participate in a meeting of officers to discuss a mutually agreed settlement and (b) if the officers' meeting fails to result in a settlement, participate in a full day of mediation using an independent mediator (mutually agreed or appointed by the American Arbitration Association). The failure of a party to make itself available and to participate in good faith in (a) and/or (b) shall constitute a basis for dismissal of any lawsuit. Each party irrevocably submits to the exclusive jurisdiction of the state and federal courts of Texas seated in Harris County for the interpretation and enforcement of this Order, and unconditionally waives any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding and any right of jurisdiction on account of the place of residence or domicile of either party. A final judgment on any such dispute, as to which all appeals, if any, have been exhausted, shall be conclusive and may be enforced in other jurisdictions in any manner provided by Applicable Laws. **EACH PARTY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY PROCEEDING BROUGHT BY EITHER**

PARTY AGAINST THE OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH OR RELATED TO THIS ORDER.

40. Continuation of Work

Pending final resolution of any dispute (whether or not submitted to mediation or litigation hereunder), Company and Supplier shall continue to fulfil their respective obligations hereunder. Notwithstanding anything to the contrary, no Work will be delayed or postponed pending resolution of any disputes or disagreements. Supplier's exclusive remedy for breaches of this Order shall be to seek damages.

41. Set-Off

Company may set-off and deduct from any amounts payable to Supplier any amounts owing by Supplier to Company pursuant to this Order or any other agreement between Supplier and Company. The failure by Company to set-off or deduct any amount from an invoiced payment will not constitute a waiver of Company's right to set-off, deduct or collect such amount.

42. Severability

If any part of this Order is deemed invalid or unenforceable by a court of competent jurisdiction, such provision will be deemed automatically revised but only to the extent necessary to make such provision valid and enforceable, or if such provision is not capable of being made valid and enforceable, it will be automatically deleted, but the remaining provisions as set forth in this Order will remain in full force and effect.

43. Survival

The provisions of this Order which are intended to extend beyond its termination, including the liability, indemnity, compliance, insurance, warranty, intellectual property and confidentiality provisions, and the provisions applicable to the enforcement of those provisions and/or the enforcement of rights and obligations incurred under this Order that are not fully discharged prior to the termination of this Order, will survive termination to the extent necessary to effect the intent of the parties and enforce such rights and obligations.

44. Anti-Discrimination

Unless exempt, Supplier shall, and shall cause all Subcontractors of Supplier to, abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified protected veterans and individuals with disabilities. If applicable, Supplier shall, and shall cause all Subcontractors of Supplier to, abide by the requirements of 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights.

45. Audit

(a) Company and its authorized representatives shall have the right to inspect and audit all costs (excluding the build-up of prices or rates under lump-sum pricing) and records of Supplier (and any Subcontractors retained by Supplier) related solely to performance of this Order, upon fifteen (15) days' written notice to Supplier (or its Subcontractor), including access to Supplier's (and Subcontractor's) books, records and documentation supporting all billed amounts and quality assurance. At Company's request, such documentation will be provided as an electronic file (such as CSV, Excel or Word format), or as otherwise reasonably agreed to by the parties. This right to audit shall remain in effect for a period of two (2) years from the date the Work is accepted by Company.

(b) Where Work is being performed at a location other than on Company property, Company through its employees or agents shall have reasonable access to Supplier's facilities or the location where such Work is being performed during normal business hours and at such other times as the Work is being performed to audit and inspect (i) any facility or part of a facility at which Supplier (or a Subcontractor) is providing the Work (including to observe and inspect the fabrication, manufacturing, assembly, coating, testing, loading, transportation and stockpiling of the Goods); (ii) Supplier personnel; and (iii) Supplier's records pertaining to the performance of the Work, in order to verify performance by Supplier and Subcontractors of Supplier's obligations under this Order; the practices and procedures followed in providing the Work; and the security and integrity of Company property, Company IP, and Supplier property and facilities that are used to provide the Work. Supplier will respond to such information requests as Company may reasonably request in connection with such audit. Company agrees, while at Supplier's premises, to observe such safety rules as Supplier may reasonably prescribe for the protection of personnel and property.

46. Interpretation

Headings used herein are for the convenience of reference only and shall not be considered in construing or interpreting this Order. The words "herein", "hereunder", "hereof" and other similar words refer to this Order as a whole and not to any particular paragraph or part of this Order. “Includes”, “including” and similar terms shall mean “including (or includes, as applicable) without limitation”. If an ambiguity or question of intent arises with respect to any provision of this Order, this Order will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Order. Unless otherwise set out in this Order, all references to amounts of money, “dollars” or “$” in this Order shall mean United States dollars.

47. Counterparts and E-signature

This Order, and any amendment, supplement or schedule to this Order, may be executed in any number of counterparts, and may be executed using electronic signatures. The executed signature page(s) from each counterpart may be joined together and attached to an original and together shall constitute one and the same instrument. Exchange of any counterpart of a document of this Order may be delivered by email or other means of electronic transmission and is deemed to have the same legal effect as delivery of an original signed copy.

[END OF GOODS AND SERVICES TERMS AND CONDITIONS]