



Williams Purchase Order Terms and Conditions

These Williams Purchase Order Terms and Conditions ("**Terms**") apply to each purchase order (together with the Terms, the "**Order**") issued by Williams Strategic Sourcing Company LLC or its affiliate named in the Order ("**Company**") to the supplier named in the Order ("**Supplier**") for the supply of goods and incidental services identified in the Order ("**Goods**").

1. **OFFER AND ACCEPTANCE.** The Order is an offer to purchase the Goods on the terms and conditions stated in the Order. Supplier accepts the Order upon the earlier of written acceptance or commencement of performance. Supplier's acceptance is strictly limited to the terms of the Order and Company objects to any additional or different terms. If there is a conflict, the order of precedence is (a) the purchase order, (b) any attached or referenced Company standards, and (c) the Terms.
2. **SHIPPING AND PACKAGING.** Supplier must pack and ship the Goods in accordance with the Order and in a manner to ensure they arrive undamaged. Title and risk of loss pass to Company upon delivery to the ship-to address stated in the Order.
3. **SCHEDULE.** Supplier must deliver the Goods in accordance with any schedule stated in the Order. Timely delivery is of the essence. Supplier must provide detailed status updates upon request, take all reasonable steps to avoid or mitigate delays, and promptly report anticipated delays to Company.
4. **INSPECTION.** Company may inspect or test the Goods within a reasonable time after delivery and reject any nonconforming Goods. If Company rejects any Goods, it may rescind the Order as to the nonconforming Goods or require Supplier to replace or modify them at its cost. Supplier is responsible for all storage and transportation costs of rejected Goods. Acceptance or non-inspection does not waive Company's rights or remedies or relieve Supplier of its obligations.
5. **WARRANTIES.** Supplier warrants (a) that for the earlier of 24 months from delivery and 12 months from being placed into service the Goods will (i) be merchantable and free from defects in workmanship, material, and design; (ii) conform to good industry standards and practices, Company's specifications and standards, and Supplier's representations, descriptions, samples, and models; (iii) be fit for any ordinary or known particular purpose; (iv) be of good title and free of liens, security interests, or other encumbrances; (v) be manufactured and supplied in accordance with Applicable Law; (vi) not infringe any patent, copyright, trade secret, or other intellectual property right (collectively, "**IPR**"); and (vii) for incidental services, be performed in accordance with the highest level of care, skill, and diligence; and (b) that it has and will maintain all permits, certificates, licenses, and other approvals needed to perform its obligations under the Order. If Company notifies Supplier of a breach of warranty, Supplier must immediately remedy the breach at its cost. If Supplier does not remedy the breach to Company's reasonable satisfaction within seven days, Company may remedy the breach at Supplier's cost.
6. **INTELLECTUAL PROPERTY.** Supplier grants Company an irrevocable, perpetual, non-exclusive, worldwide, paid-up, royalty-free, and transferable license to use any portion of Supplier's IPR incorporated into the Goods as necessary to fully enjoy the Goods. If the parties intend Supplier to develop IPR for Company while performing the Order, such IPR will belong to Company and Supplier must disclose and assign in writing to Company any right, title, and interest in such IPR. Supplier must share any information or documentation that Company reasonably requests about the use and maintenance of the Goods. If any Goods infringe the IPR of a third party, Supplier must (a) secure the right for Company to continue to possess and use the infringing Goods, or (b) at Company's option, modify them to be non-infringing, replace them with non-infringing ones, or accept their return and refund all amounts paid for them.
7. **INVOICING.** Supplier must invoice Company at the invoice address stated in the Order within 30 days of delivery of the applicable Goods and waives its right to payment for amounts not invoiced within 120 days of delivery. Invoices must include the Order number and documentation to support the amounts invoiced to Company's reasonable satisfaction. Company must pay properly invoiced amounts within 30 days of receipt of the invoice, except for amounts Company disputes in good faith. Company must promptly notify Supplier if it disputes an invoice and the parties must act in good faith to try to resolve the dispute. Supplier must continue to perform its obligations under the Order while the dispute is pending. Payment is not acceptance and does not waive Company's rights or remedies or relieve Supplier of its obligations. Except as stated in the Order, the price includes all shipping, packaging, insurance, duties, fees, and taxes.

8. **COMPANY MATERIALS.** Company retains title to any materials, goods, or equipment it provides Supplier in connection with the Order ("**Company Materials**"). Supplier is solely responsible for any Losses to Company Materials while in Supplier's care, custody, or control. Supplier must immediately return any Company Materials upon Company's request or expiration or termination of the Order.
9. **LIENS.** Supplier must pay when due all amounts owed to third parties in connection with the Order and keep the Goods and Company's property and facilities free and clear of all liens and encumbrances except to the extent Company fails to pay Supplier as required by the Order.
10. **TERM, TERMINATION, AND SUSPENSION.** The term of the Order commences upon acceptance by Supplier and, unless earlier terminated, continues until Supplier performs all its obligations under the Order. Company may terminate the Order or any part of it for convenience by giving Supplier written notice. If Company terminates for convenience, Company must pay Supplier all amounts owed for conforming Goods delivered prior to the termination date plus any actual costs Supplier is unable to mitigate or recover for materials already purchased by Supplier to perform its obligations under the Order. Company may terminate or suspend the Order for cause by giving Supplier written notice if Supplier (a) breaches any of its obligations under the Order and fails to cure the breach within seven days of receiving written notice from Company or, if the breach is not capable of cure within seven days, fails to diligently pursue the cure of the breach without interruption or delay; (b) breaches any of its obligations under Sections 3, 9, 15, or 16; (c) is prevented from performing its obligations under the Order for more than 30 days due to Force Majeure; or (d) becomes insolvent, makes an assignment for the benefit of creditors, or enters into a voluntary or involuntary bankruptcy, receivership, or reorganization (collectively, "**Default**"). If Company terminates for cause, Company must pay Supplier all amounts owed for conforming Goods delivered prior to the termination date less any amounts Company withholds to set off against Losses caused by the Default or that Supplier is responsible for under the Order. Company's right to terminate the Order is in addition to any other rights or remedies Company has under the Order or Applicable Law. Supplier's only remedy in connection with Company terminating the Order is payment from Company as required by this Section. If Company terminates for cause and it is finally determined that Company did not have cause, Company's termination will be deemed for convenience.
11. **INDEMNITY.** To the fullest extent permitted by Applicable Law, Supplier agrees to release, defend, indemnify, and hold harmless Company, its affiliates and joint ventures, and its and their directors, officers, employees, invitees, beneficiaries, and successors from and against all losses, costs, claims, damages, penalties, liabilities, and expenses (including reasonable attorneys' fees and costs) (collectively, "**Losses**") arising from or related to (a) Supplier's breach of any of its obligations or warranties under the Order, (b) any negligent or willful act or omission of Supplier or any of its employees, subcontractors, agents, or other representatives ("**Representatives**") in connection with the Order, (c) any discharge or release of hazardous materials by Supplier or its Representatives in connection with the Order, or (d) any claim that Company's possession or use of the Goods infringes the IPR of a third party; except to the extent caused by the negligence, gross negligence, or willful misconduct of Company.
12. **FORCE MAJEURE.** Neither party is liable for delaying or failing to perform its obligations under the Order to the extent performance is prevented by an unforeseeable event or occurrence beyond the impacted party's control ("**Force Majeure**") if the impacted party provides written notice to the other party within 48 hours of the event or occurrence. Force Majeure does not include price changes or unavailability of materials, goods, or equipment. The notice must be reasonably detailed and include a description of the Force Majeure, the obligations the impacted party is prevented from performing, and the estimated duration of the Force Majeure. The impacted party must resume performance as soon as reasonably possible and use reasonable efforts to mitigate the impact of the Force Majeure on its performance and the impact of its non-performance on the other party.
13. **CONFIDENTIALITY.** Supplier must keep confidential the Order and all information disclosed by Company in connection with the Order ("**Confidential Information**"). Supplier may only use Confidential Information as needed to perform the Order and may only disclose it to employees of Supplier who need to know it to perform the Work. Supplier must immediately return or destroy the Confidential Information upon Company's request or expiration or termination of the Order.
14. **AUDIT.** Supplier must keep complete and accurate records of the Goods and Supplier's performance

under the Order for the term of the Order plus three years. Company and its representatives may inspect, audit, and make copies of the records to verify payment amounts and Supplier's compliance with the Order.

15. **INSURANCE FOR SERVICES.** If Supplier performs any incidental services under the Order (other than delivery of goods) at the property of Company, an affiliate of Company, or a third party, Supplier must obtain and maintain at its cost (including any deductible) insurance coverage of the types and minimum limits (which may be met by a combination of primary and excess coverage) described below with insurance companies having at least A.M. Best A-VIII rating (or equivalent) and authorized to do business in the jurisdiction in which the incidental services are performed ("**Required Insurance**").
- (a) Workers' Compensation insurance complying with the laws having jurisdiction over each employee, even if such laws do not require Supplier to maintain such insurance, and Employer's Liability insurance with limits of not less than \$500,000/accident, \$500,000 disease/employee, and \$500,000 disease policy limit. If services are performed in ND, OH, WA, or WY, Supplier must participate in the appropriate state fund(s) to cover all eligible employees and provide a stopgap endorsement. If Supplier is a sole-proprietor or legally exempt from carrying Workers' Compensation insurance, this coverage is waived but Supplier and its insurers must waive subrogation and hold Company harmless.
 - (b) Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of not less than \$1,000,000/occurrence and annual aggregates of \$2,000,000 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, riggers liability (if incidental services include rigging and/or crane services), sudden and accidental pollution and, if applicable, deletion of any explosion, collapse, and underground exclusion.
 - (c) Automobile Liability insurance with a combined single limit for bodily injury and property damage of the greater of not less than \$1,000,000/occurrence and the amount required by applicable law covering all vehicles used in performance of incidental services. If Supplier does not own any company vehicles, then it may substitute non-owned or hired coverage under General Liability insurance. If Supplier does not carry any Automobile Liability insurance for owned, non-owned, or hired vehicles under its commercial insurance policies, then it may substitute personal auto coverage that complies with applicable law, but it and its insurers must waive subrogation and hold Company harmless. If the incidental services involve delivering, hauling, or transportation of Goods, Supplier must comply with the required limits of financial responsibility under the Motor Carrier Act of 1980. If the incidental services involve hauling hazardous materials, the insurance must include pollution liability coverage equivalent to that provided under the ISO Pollution Liability Broadened Coverage for Covered Autos endorsement (CA 99 48) or equivalent and include Motor Carrier Act endorsement (MCS90).

(a)(b)(c)Supplier and its insurers must waive subrogation against Company and its insurers. Under the Required Insurance described in Subsections (b) and (c) above, Company must be added as an additional insured per ISO endorsements CG 2010 and CG 2037 (edition 10-01 or earlier) or equivalent forms in connection with incidental services under the Order. Supplier is responsible to Company for any deficiencies and/or limitations in coverage if a later edition of the required additional insured endorsements are used. The Required Insurance must be provided on a primary and noncontributory basis. Cancellation or nonrenewal of any Required Insurance will only be effective if Supplier or its insurer gives Company 30 days' notice. Before providing any incidental services, Supplier must deliver certificates of insurance evidencing the Required Insurance. Supplier must ensure that any subcontractors performing incidental services under the Order maintain insurance meeting requirements applicable to the subcontracted services as determined by Supplier.

16. **COMPLIANCE.** Supplier and its Representatives must remain familiar and comply with (a) the then-current Williams' Code of Conduct for Suppliers and Suppliers located at www.williams.com/vendor-terms-conditions or its own equally stringent code of conduct ("**Code of Conduct**"); (b) in connection with any incidental services, the then-current Environmental, Health, and Safety Management Requirements located at www.williams.com/vendor-terms-conditions ("**EHS Requirements**"); and (c) all applicable laws, rules, regulations, ordinances, codes, orders, decrees, and permits of any governmental authority that relate to the Order or the Goods ("**Applicable Law**"). Supplier must maintain adequate internal procedures to demonstrate compliance with the Code of Conduct, the EHS Requirements, and Applicable Law and allow Company to audit such procedures to ensure compliance.

Supplier must submit the required EHS data in Company's compliance verification system by the 9th day of each month. Supplier must immediately notify Company if it or any of Representatives violate this Section.

17. MISCELLANEOUS.

- (a) **Notices.** Any notice given under the Order must be in writing (including email) and delivered to the notice address specified in the Order.
- (b) **Relationship.** Neither Supplier nor any of its Personnel are employees, agents, or representatives of Company.
- (c) **Assignment.** Supplier may not assign or otherwise transfer any of its rights or obligations under the Order, and any such assignment or transfer is null and void, without Company's prior written consent.
- (d) **Survival.** Sections 5, 11, 13, 14, 15 and 17 will survive expiration or termination of the Order.
- (e) **Entire Agreement; Amendments.** The Order is the entire and complete understanding of the parties with respect to its subject matter and supersedes all prior agreements and understandings between them with respect to its subject matter. No amendment to the Order is effective unless it is in writing, signed by Company, and specifically states that it amends the Order.
- (f) **Severability.** If any provision of the Order is held to be unenforceable, the remaining provisions will stay in effect and the unenforceable provision will be modified as necessary to enforce its original intent.
- (g) **Waiver.** No delay or failure by Company to exercise a right or remedy under the Order will waive the right or remedy or otherwise prejudice Company's ability to enforce it.
- (h) **Governing Law; Jurisdiction; Venue.** The Order and all claims and causes of action arising out or related to it will be governed by the internal procedural and substantive laws of the State of Oklahoma. The parties agree that sole and exclusive jurisdiction and venue for such claims and causes of action will be in the state or federal courts located in Tulsa County, Oklahoma.