



PLAINS

PURCHASE ORDER : US104503

Order Date: 07-22-2026	LE: Plains Oryx Permian Basin Pipeline LLC
Revision: 0	Buyer: Sandi Fitzgerald
Revision Date:	Requestor: Andrea Chavez
Contract #:	CTA #:
PO Description: AFE 111383 - DENVER UNIT BATTERY 1 - TRANSITION PIPE	

Supplier:	JD FIELDS & COMPANY INC 2727 ALLEN PARKWAY STE 2000 HOUSTON, TX 77019 HARRIS	• Invoice must have accompanying signed field ticket, copy of freight bill and/or third-party supporting invoices. Failure to reference any of the required information on your invoice may delay or prevent payment. • Unless otherwise stated, payment terms of Net 30 will be based on the date a complete invoice is received at the Bill to Address. • All provisions on the face hereof and all attachments noted herein, are indivisible parts of this order. • This order expressly limits acceptance to the terms of this order and any additional terms proposed by the seller are rejected unless expressly assented to in writing by Buyer. • Applicable sales tax is required to be charged and separately stated on each invoice. Quotations inclusive of tax should be indicative of such and include the tax jurisdiction.		
Ship To:	HOUSTON, TEXAS United States			
Bill To:	Plains Oryx Permian Basin Pipeline LLC 333 CLAY STREET SUITE 1600 HOUSTON, TX 77002, HARRIS United States All invoices must be emailed to: apcustomerservice@plains.com			
Payment Terms		Incoterms	Shipping Method	Freight
Net 30		FCA		

CONFIDENTIAL WHEN EXECUTED

Notes :

Supplier must confirm by response email that supplier agrees to and accepts this Purchase Order prior to delivery of, or payment for, the material listed on this purchase order. This Purchase Order issued by Plains Oryx Permian Basin Pipeline LLC (POP) is expressly limited to the terms hereof.

Priority: In the event of a contradiction or conflict between the following, priority shall apply in descending order:

- (a) The Purchase Order;
- (b) The Terms and Conditions;
- (c) The Request for Quotation (RFQ);
- (d) The Plains Specifications;
- (e) The Referenced/Industry Standard Specifications, e.g., API, NSCE, ASTM, ASME, as listed in the Plains Specifications.

The RFQ may contain, but is not limited to Terms and Conditions, Applicable Specifications, Technical Information, Delivery and Required Schedule Requirements.

All invoices must contain POP's purchase order number.

POP IS A TAXABLE END USER AND AS SUCH, POP EXPECTS TAXES TO BE INCLUDED AND SEPARATELY STATED ON ALL INVOICES, WHERE APPLICABLE

All material and pricing is based on JD Fields quotation dated 7/20/26 submitted by Tom Biggs.

ALL PIPE AND FITTINGS MUST BE MARKED WITH POP'S PO AND ASSOCIATED HEAT NUMBER IN INDELIBLE PAINT PRIOR TO SHIPMENT. ALL VALVES SHALL INCLUDE A SS TAG WITH POP'S PO NUMBER SECURED USING

SS WIRE

MTRs are required with each shipment OR they may be sent electronically to those copied on this email prior to shipment
ANY AND ALL INSPECTION THAT IS REQUIRED SHALL BE COORDINATED WITH POP AT LEAST 48 HOURS IN ADVANCE

POP reserves the right to engage a Third Party Inspection (TPI) company who will inspect material where possible. The responsibility to provide material per specification(s) and PO requirements rests with the Supplier and inspection or acceptance by TPI or PAA Personnel does not relieve Supplier from overall liability.

SUPPLIER is responsible for ensuring all delivery deadlines from sub-contractors / sub-suppliers are met in order to meet POP's delivery requirements.

SUPPLIER shall provide Mill Test Reports (MTR) with all shipments and electronically in an email at time of shipment.

DO NOT SHIP WITHOUT PRIOR AUTHORIZATION FROM ALAN SEITZ / JESSICA GARCIA Expediting@plains.com

NO CHANGES OR DEVIATION TO THIS PURCHASE ORDER INCLUDING THE QUANTITY, UNIT PRICE, TOTAL AMOUNT, AND DELIVERY DATE WILL BE ACCEPTED WITHOUT PRIOR AUTHORIZATION FROM THE BUYER

Line	Item	Description	Maximo Work Order	Delivery	Qty	UOM	Price(USD)	Line Amount
1		Pipe, line, TRANSITION -4.500 x 0.337 transitioned to 0.237 API5L PSL2 X52 ERW PEB SRL (10' in length) with 14-16 mils FBE inclusive of Acid Wash - taper bored at an angle between 1:4° minimum (1:4 slope) and 30° Maximum SEAH, KOREA		08-07-2026	120	EACH	\$89.89	\$10,786.80

Line Total:	\$10,786.80
Tax:	\$889.91
Total Amount(USD):	\$11,676.71

Terms & Conditions Applicable to the Purchase of Goods:

1. PAYMENT: Payment will be made in accordance with the terms set forth in the Supply Agreement or Purchase Order (hereinafter "Agreement"), or receipt by Buyer of invoice or conforming goods, together with Bills of Lading or a copy of Freight Bills for each shipment and all supporting documentation, whichever is later. BUYER shall not be liable for any charges for cartage, boxing, packaging, etc. unless such charges are specifically set forth on the Agreement. Any sums payable to SUPPLIER and its affiliates shall be subject to set off for any present and future indebtedness to BUYER or its affiliates. Any prompt payment discount SUPPLIER offers BUYER shall be determined using the later date of when BUYER receives a correct invoice and not the date of any incorrect invoice or BUYER accepts delivery of conforming goods, together with supporting documentation.

2. TAXES: Prices stated on the Agreement shall not include taxes, tariffs and duties of any nature whatsoever, including without limitation, any local, state and Federal taxes, if any, applicable to this Agreement, for the goods purchased or the proceeds paid hereunder, unless otherwise expressly stated herein. All taxes, tariffs, and duties shall be listed separately as a line item on the invoice, and shall be paid in full by SUPPLIER.

3. TITLE AND RISK OF LOSS: Title and risk of loss to the goods purchased hereunder shall pass to BUYER upon receipt, inspection and formal acceptance by BUYER of the conforming goods at FOB Job Site.

4. NON-CONFORMING GOODS: BUYER may reject goods, and in such event, BUYER shall notify SUPPLIER and at BUYER's option (1) hold the goods for SUPPLIER's account; (2) return the goods, freight collect, to SUPPLIER for repair; or (3) return the goods, freight collect, to SUPPLIER, in return for which BUYER's purchase price will be refunded. BUYER may charge SUPPLIER for the cost of reasonable handling storage and inspection. BUYER shall have no liability or obligation whatsoever with respect to nonconforming goods held in its possession for SUPPLIER's account or returned to SUPPLIER. In no event shall SUPPLIER have more than thirty (30) calendar days from receipt of BUYER's notice that the goods are nonconforming to cure such nonconformity or to replace the nonconforming goods. After thirty (30) days, BUYER may elect to repair, replace, or arrange the return of the non-conforming goods at SUPPLIER's sole cost and expense.

5. INSURANCE: SUPPLIER agrees to carry the following insurance coverage for any person entering BUYER's property in connection with performance of this Agreement:

- (a) Worker's Compensation insurance as required by applicable law and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence;
- (b) Comprehensive General Liability Insurance (including blanket contractual liability and products completed operations coverage), each with limits not less than \$1,000,000 combined single limit and \$1,000,000 aggregate per occurrence for property damage;
- (c) Business Automobile Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. On demand to BUYER, certificates for such insurance must be presented for verification.

6. WARRANTIES:

- (a) SUPPLIER warrants (i) that it will convey good title to the goods referred to in this Agreement free of all liens, security interests, claims, and encumbrances, (ii) that the goods supplied hereunder meet such specifications as have been expressly made a part of this Agreement, and (iii) that the goods supplied hereunder shall be of merchantable quality.
- (b) SUPPLIER further warrants that the goods are produced in compliance with all applicable health statutes, regulations and ordinances and that they are properly packaged and labeled in accordance with all applicable statutes or regulations.
- (c) SUPPLIER's warranty shall extend for the longer of twelve (12) months after final installation or eighteen (18) months after delivery.
- (d) SUPPLIER warrants that the goods sold hereunder do not constitute an infringement of any existing patent, trademark, copyright, or contractual or proprietary rights.
- (e) All of SUPPLIER's warranties or guarantees under this Agreement, and any warranties or guarantees made or

given by manufacturers, distributors or vendors shall inure to the benefit of BUYER. Manufacturer's or distributor's warranties or guarantees for goods or equipment should be issued directly to BUYER as purchaser. If not issued to BUYER, then SUPPLIER hereby assigns to BUYER (if assignable), or shall enforce for the benefit of the BUYER (if not assignable) any warranty or guarantee provided by manufacturers or sellers of goods which are sold to, or installed by SUPPLIER. Such assignment shall not release or novate the manufacturer's or distributor's warranty obligations to SUPPLIER nor shall BUYER be entitled to a double recovery.

- (f) If there is a defect in, or failure of, the goods furnished or installed, SUPPLIER's warranty hereunder is hereby supplemented with the applicable manufacturer's or distributor's warranty.

7. FORCE MAJEURE: Neither party hereto will be responsible for any failure to perform this Agreement if prevented from doing so by any cause beyond its control, whether foreseen or not foreseen, including, without limitation to the causes specified herein or to causes of a similar nature, acts of God, floods, fires, explosions or storms; strikes; lockouts or other industrial disturbances; war, criminal acts, vandalism, terrorism, any law, rule, order, regulation or action of any court, instrumentally, or agency of the Federal or any state or local government; provided, however, that nothing contained herein is intended to excuse any party from the payment of any sums of money which they are required to pay hereunder absent Force Majeure. The occurrence of any event of Force Majeure as provided herein shall, to the extent performance is not made wholly impossible, reduce the affected party's obligation hereunder proportionately, provided, however, that in no event shall the time specified for performance hereunder be extended as a result of any occurrence of an event of Force Majeure for more than sixty (60) days.

8. LIABILITY AND INDEMNIFICATION: SUPPLIER AGREES TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND BUYER, ITS SUBSIDIARIES AND AFFILIATES, THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, WORKMEN, AGENTS, CONTRACTORS, SUBCONTRACTORS, SERVANTS, AND INVITEES OF BUYER AND ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "BUYER"), FROM AND AGAINST ALL LOSSES, DAMAGES (INCLUDING BUT NOT LIMITED TO PUNITIVE DAMAGES), FINES, DEMANDS, CLAIMS, SUITS, AND OTHER LIABILITIES, INCLUDING ATTORNEY'S FEES AND OTHER EXPENSES OF LITIGATION, RELATED TO (I) BODILY INJURY, INCLUDING DEATH, AT ANY TIME RESULTING THEREFROM AND (II) DAMAGES TO ALL PROPERTY, INCLUDING LOSS OF USE THEREOF AND DOWNTIME, WHICH EITHER DIRECTLY OR INDIRECTLY, RESULT FROM OR OCCUR IN CONNECTION WITH (A) SUPPLIER'S MANUFACTURE, PACKAGING, LABELING, STORAGE, DELIVERY, UNLOADING, HANDLING OR POSSESSION OF THE GOODS OR (B) SUPPLIER AND ITS SUBSIDIARIES AND AFFILIATES AND THEIR OFFICERS', DIRECTORS', MEMBERS', EMPLOYEES', WORKMENS', AGENTS', CONTRACTORS', SUBCONTRACTORS', SERVANTS' AND INVITEES' PRESENCE ON BUYER'S PREMISES, AND, IN THE CASE OF EITHER (A) OR (B), ARE CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY ANY ACT OMISSION, BREACH OF DUTY, OR DEFAULT, DEFECTS IN DESIGN, WORKMANSHIP, MATERIALS, FAILURE TO CONFORM TO SAMPLES, IF ANY, (IRRESPECTIVE OF WHETHER LIABILITY IS BASED ON NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, BREACH OF EXPRESSED OR IMPLIED WARRANTY OR OTHER BREACH OF DUTY) OF SUPPLIER AND ITS SUBSIDIARIES AND AFFILIATES AND THEIR OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, WORKMEN, AGENTS, CONTRACTORS, SUBCONTRACTORS, SERVANTS AND INVITEES, SUPPLIER'S AGREEMENT TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND AS SET FORTH IN THE AGREEMENT SHALL NOT BE NEGATED OR REDUCED BY VIRTUE OF SUPPLIER'S INSURANCE CARRIER'S DENIAL OF INSURANCE COVERAGE FOR THE OCCURRENCE OR EVENT WHICH IS THE SUBJECT MATTER OF THE CLAIM AND/OR TO REFUSAL TO DEFEND, INDEMNIFY, AND HOLD HARMLESS. SUPPLIER AGREES TO INDEMNIFY, DEFEND, AND HOLD BUYER HARMLESS FROM ANY LOSS, COST OR EXPENSE (INCLUDING ATTORNEY'S FEES) FOR ANY AND ALL CLAIMS FOR OR ARISING OUT OF VIOLATIONS OF THIS PROVISION OR ANY OTHER PROVISION OF THIS AGREEMENT. SUPPLIER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND BUYER FROM AND AGAINST ALL LOSSES, DEMANDS, CLAIMS, SUITS, AND OTHER LIABILITIES, INCLUDING ATTORNEY FEES AND OTHER EXPENSES OF LITIGATION, BASED UPON A CLAIM THAT THE GOODS SOLD HEREUNDER CONSTITUTE AN INFRINGEMENT OF ANY EXISTING PATENT, TRADEMARK, COPYRIGHT, OR CONTRACTUAL OR PROPRIETARY RIGHTS.

9. BANKRUPTCY: In the event any bankruptcy, receivership, or insolvency proceedings, whether voluntary or involuntary, are instituted by or against SUPPLIER, BUYER may, at its option cancel this Agreement to the extent permitted by law or court order.

10. ASSUMPTION OF RISK: SUPPLIER specifically and expressly assumes the risk of any foreseen or unforeseen events or causes occurring subsequent to the date of this Agreement, which while not rendering performance impossible, would substantially change the cost to SUPPLIER or of SUPPLIER performing this Agreement rendering such performance onerous.

11. COMPLIANCE WITH LAWS: SUPPLIER shall comply with any and all applicable foreign, federal, state and local laws, rules, regulations and orders promulgated by governmental authorities having jurisdiction over the SUPPLIER or the goods provided under this Agreement, including, without limitation, the Hazardous Materials Transportation Act, the Federal Hazardous Substances Act, the Toxic Substances Control Act, the Federal Food, Drug and Cosmetic Act, the Fair Labor Standards Act, and the Occupational Safety and Health Act.

12. SUPPLIER'S CROSS-BORDER COMPLIANCE: SUPPLIER shall be solely responsible for compliance with all U.S. and foreign import and export Laws and Regulations governing any cross-border movements involving this transaction. SUPPLIER agrees to indemnify and hold BUYER harmless from and against all costs and expenses, including but not limited to, duties or fees, licensing requirements, and fees and charges in connection with the foregoing. BUYER is not providing any cross-border services in connection with this Agreement or the goods.

13. MODIFICATION OR WAIVER: This instrument constitutes the entire understanding between the Parties. No gate pass, sales acknowledgment form, shipping papers or other written document shall be construed as altering or overriding the terms and conditions herein. No amendment, alteration, modification or waiver of this Agreement subsequent to the date hereof shall be valid or enforceable unless in writing and signed by an authorized representative of BUYER. No prior or current course of dealing between the Parties, any usage of trade or custom of the industry, or printed form of the SUPPLIER such as a billing invoice, bill of lading or packing list shall modify or supplement the terms and conditions of this Agreement. This Agreement is not assignable without the prior written consent of BUYER.

14. BUYER RIGHT TO AUDIT:

- (a) SUPPLIER shall retain all applicable records, reports, invoices, accounts, contracts, correspondence (including e-mail) and files (collectively "Records") in connection with this Agreement for five (5) years.
- (b) At its sole option, BUYER may audit the SUPPLIER's Records related to this Agreement to verify and determine the propriety of charges. At BUYER's option, the audit may be performed by the BUYER's internal auditors and/or independent auditors selected by BUYER.
- (c) SUPPLIER shall provide BUYER access to such Records within thirty (30) days after receipt of written request by BUYER. SUPPLIER shall comply with any requests resulting from an inspection, review, or audit by BUYER in a reasonable and timely manner.
- (d) Any adjustments, or payments which must be made as a result of any Audit ("Audit") of SUPPLIER's Records shall be made within thirty (30) days of resolution of any Audit, unless mutually agreed upon by BUYER and SUPPLIER, in writing, to extend the time period for performance.

15. DEFAULT: In the event of a breach or default by either party to this Agreement, both parties may assert any setoffs, claims, counterclaims, and credits that it is entitled to under law or in equity regardless of which party failed to perform first, breached first, or defaulted first. This clause does not relieve a defaulting party or breaching party from its obligation to perform. All rights and remedies afforded by law or in equity with respect to material breaches or defaults are expressly reserved by each party notwithstanding this provision.

16. INFORMATION AND INSTRUCTIONS: SUPPLIER agrees to furnish to BUYER all warnings, information, documents, manuals, labels, placards, containers and other materials, including those required by common law, statute ordinances, rules or regulations of any public authority relating to the use, packaging, receiving, storing, handling, shipping or transporting of the goods, together with detailed written instructions as to their use and disposition of the goods and their containers.

17. GOVERNING LAW: The rights, duties, obligations and remedies of the BUYER and SUPPLIER hereunder will not be governed by the provisions of the 1980 United Nations Convention on International Sale of Goods; rather, these rights, duties, obligations and remedies shall be governed by and construed in accordance with the laws of the State of Texas, including the provisions of the Uniform Commercial Code without application of its conflict of laws principals. Any dispute arising under this Agreement shall be adjudicated exclusively in the courts located in Houston, Harris County, Texas. Each party waives any and all objections that it might otherwise have as to personal jurisdiction and venue in these exclusive tribunals.

18. WAIVER: The failure of BUYER to exercise any right granted hereunder shall not impair nor be deemed a waiver of

BUYER's privilege of exercising such right at any subsequent time or times.

19. CONFIDENTIALITY: SUPPLIER shall keep confidential and not disclose to any person or entity any information that BUYER designated as being confidential. SUPPLIER shall not use BUYER's name or the fact that SUPPLIER is selling goods to BUYER in any press releases, media statements or public communications or otherwise publicize this Agreement without BUYER's prior written consent. SUPPLIER shall not use BUYER's name, logos, trademarks, service marks, trade names or trade secrets in any way without BUYER's prior written consent and BUYER shall not be deemed to have granted SUPPLIER a license of, or granted SUPPLIER any rights in, any of the foregoing by entering into this Agreement.

20. DELIVERY DATE/ANTICIPATORY BREACH:

- (a) SUPPLIER's failure to meet delivery date(s) shall constitute a material breach of this Agreement, unless BUYER and SUPPLIER mutually agree in writing to extend the time of performance.
- (b) BUYER may, by notice in writing, cancel this Agreement or direct SUPPLIER to discontinue work under this Agreement in whole or in part at any time. Cancellation of any undelivered portion of this Agreement by BUYER shall be accomplished by giving written notice to SUPPLIER. In the event of SUPPLIER's actual or anticipated default in the performance of this Agreement, SUPPLIER agrees, in addition to and not in lieu of all other remedies available to BUYER, to deliver to BUYER upon demand all raw materials acquired by SUPPLIER in order to perform under this Agreement and all work in process and BUYER may at its option (i) complete the work, deducting the cost of completion, and all damages resulting from SUPPLIER's default, from the price, or in the alternative, (ii) pay to SUPPLIER the cost of such raw materials and the fair value to BUYER, if any, of such work in process.

ADDITIONAL PROVISIONS:

22. SUPPLIER shall forward notices, on date of shipment to both "Invoice" and "Ship To" addresses indicated on the Agreement.

23. The complete Agreement number and BUYER's code or property number, if indicated herein, including prefix and suffix, must be shown by SUPPLIER on all invoices, bills of lading, or shipping memoranda.

24. This Agreement does not constitute an acceptance of any prior quotation or offer to sell or and any such prior offers or quotations are hereby rejected.

25. This Agreement shall be accepted only by the exclusive methods and on the terms and conditions set forth herein, and any attempted acceptance by a method other than the one specified below shall have no force or effect.

26. If SUPPLIER desires to accept this offer and to contract with BUYER upon the express terms and conditions contained herein, SUPPLIER shall: (a) execute and return to BUYER without any alteration whatsoever a copy of this Agreement, or (b) ship goods conforming to the description and specifications set forth above; provided, however, that this offer is valid for fourteen (14) days from the date thereof (unless otherwise provided above) and if not accepted by SUPPLIER within such time, it shall expire and be revoked and BUYER shall have no obligation with respect to any subsequent attempted acceptance of this offer by SUPPLIER.

27. If SUPPLIER executes and returns to BUYER a copy of this Agreement with any alterations or modifications whatsoever, such alterations or modifications shall be deemed proposals to revise the Agreement that may only be accepted by BUYER by a written acknowledgment, executed by BUYER specifically accepting such alterations or modifications. Otherwise SUPPLIER alterations or modifications shall be null and void.