



Purchase Order PGW56011NNG
This PO number must appear on all invoices, packing lists, carton and correspondence related to this order

Supplier: **J D FIELDS & CO INC**
PO BOX 134401
HOUSTON
TX 77219
UNITED STATES

Bill To: **AP.INVOICES@BHEPG.COM**
ROOM 508 PO BOX 3330
OMAHA
NE 68103-0330
UNITED STATES

Ship To: **Northern Natural Gas Company**
4685 212TH ST W
PO BOX 188
FARMINGTON
MN 55024-9619
UNITED STATES

Order	PGW56011NNG
Revision	0
Master Contract	
Order Date	30-JUL-2026
Change Order Date	
Total	13,484.00 USD

Notes:
PRICING BASED J D FIELDS & CO. EMAIL PRICE CONFIRMATION DATED 7-30-26

PLEASE PLACE AN ORDER USING THE ABOVE PO NUMBER. TAG ALL MATERIAL AND DOCUMENTATION WITH THE FOLLOWING:

PO NUMBER: PGW56011NNG
WORK ORDER NUMBER: CAPGTR1000012046
ORACLE REQUISITION NUMBER: PGW66407REQ
MARK NUMBER: REFERENCED ON EACH LINE ITEM

PROJECT NAME: - M450B FAM-N BRANCH 24-INCH TIE-OVER VALVE BXC0.1 LEAK 9.00
PROJECT ENGINEER: CHRIS PAWLAK - 402-398-7879
EMAIL: CHRIS.PAWLAK@NNGCO.COM

ONE SET OF MTR'S ARE TO BE EMAILED TO THE OMAHA NUMBER LISTED ABOVE.

PIPE WILL BE MANUFACTURED IN ACCORDANCE WITH API 5L PSL 2 45TH OR 46TH EDITION, DOUBLE RANDOM LENGTHS.

J D FIELDS & CO. WILL STENCIL EACH JOINT OF PIPE, WITH THE PROPER HEAT NUMBER, NNG PURCHASE ORDER NUMBER AND WORK ORDER NUMBER.

Proprietary and Confidential



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 invoices, packing lists, carton and
 correspondence related to this order

SHIP TO: FARMINGTON, MINNESOTA (SEE HEADER AND ATTACHEMENT FOR ADDITIONAL INFORMATION)

Supplier Contact Name	Supplier Phone Number	Supplier Email	Payment Terms	Freight Terms	Shipping Method
TOM, BIGGS		tbiggs@jdfields.com	Net 30	FOB Destination, Freight Prepaid (Allowed)	BESTWAY

Buyer Name	Buyer Phone Number	Buyer Email	Document Status	Requestor
Moody, Duane	1-402-398-7843	Duane.Moody@nngco.com	PENDING APPROVAL	Pawlak, Christopher

Line	Item/ Description	Promised Delivery Date	Unit Price	Quantity	UOM	Extended Price
1	40-10048040/PIPE,CARBON STEEL,24",0.375" WALL, PSL2,GRADE X65,HIGH FREQUENCY WELD,FUSION BOND EPOXY,SWEET NATURAL GAS,_,_,_,_,_,_,_,_, _,_,_,_,_,_,_,_ Mark Number: P-0465	07-AUG-2026	163.30	40	Foot	6,532.00
2	40-10070015/PIPE,CARBON STEEL,24",0.500" WALL, PSL2,GRADE X65,HIGH FREQUENCY WELD,FUSION BOND EPOXY,SWEET NATURAL GAS,_,_,_,_,_,_,_,_, _,_,_,_,_,_,_,_ Mark Number: P-0464	07-AUG-2026	173.80	40	Foot	6,952.00

Total : 13,484.00 USD

Purchase Order Terms and Conditions

Terms and Conditions - Northern Low Risk

I. Purchase Order Terms and Conditions

1. Acceptance

Seller's commencement of work on the goods subject to this purchase order or shipment of such goods, whichever occurs first, shall be deemed an acceptance of this purchase order. Any acceptance of this purchase order is limited to acceptance of the express terms contained on the face and herein. If Seller proposes additional or different terms, then Seller's proposal shall constitute a counter offer which shall not be effective unless accepted by the Purchaser in writing. If not so accepted, the terms of this purchase order shall prevail.

2. Termination By Purchaser

Purchaser reserves the right to terminate this purchase order or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop any shipment of goods hereunder. Seller shall be paid for all goods shipped prior to termination in accordance with this purchase order.

Purchaser reserves the right to terminate this purchase order or any part hereof for Seller's material breach of these terms and condition. In the event of such termination, Seller shall immediately stop any shipment of goods hereunder. Purchaser shall not be liable for any payment until all damages have been paid in the event of Seller's breach. Purchaser shall not be liable for any payment for goods which do not conform to the purchase order requirements.

Purchaser may terminate this PO immediately due to the filing by or against Seller of a proceeding under any bankruptcy or similar law.

3. Quantity

Shipments must equal the exact amounts noted. Goods shipped in excess of quantities ordered may, at the option of Purchaser, be returned at Seller's expense.

4. Warranties

Seller represents and warrants that all goods delivered pursuant to this purchase order will fully conform in all respects with the specifications furnished, specified or approved by the Purchaser, free from any defects, in materials, design, manufacture, workmanship or fabrication, or otherwise.

Seller shall indemnify, defend, protect, release and hold harmless Purchaser and its respective parent, legal representatives, officers, directors, employees and insurers from and against any and all claims, demands, losses, damages causes of action, suits and liabilities of any kind for injury to or death of any person or for loss or damage to any property resulting from the breach of this warranty.

5. Payments

Seller shall render a separate invoice for each shipment. The cash discount period to Purchaser shall not begin to run until date of receipt of goods, date of receipt of a correct invoice or the shipping date specified on the face of this purchase order, whichever is later. All invoices for which no terms of payment are specified will be paid within thirty (30) days after delivery of the goods.

6. Assignment and Subcontracting

No part of this purchase order (including Seller's right to receive payment hereunder) shall be assigned or subcontracted in whole or in part without Purchaser's prior written consent.

7. Entire Agreement

The terms and provisions of this agreement are intended to supersede any prior negotiations, representations, proposal or bid documents, or conflicting terms or conditions in any other agreement or any communications exchanged between the parties. This agreement contains the entire and integrated agreement between the parties and shall not be modified or supplemented except by written instrument duly executed by both parties.

8. Compliance with the Law

Seller certifies that unless specifically exempted, all products, commodities or services furnished under this purchase order have been manufactured, processed, delivered, sold and/or performed in full compliance with all applicable laws, rules, orders and regulations including, but not limited to, the Civil Rights Act of 1964, as amended, the Equal Pay Act, as amended, the Age Discrimination in Employment Act, as amended, Executive Order 11246 and 11141 (Title 41, Chapter 60, Code of Federal Regulations), The Vietnam Era Readjustment Act of 1974, the Federal Rehabilitation Act of 1973, Executive order 11758 (Title 20, Chapter VI, Part 741, Code of Regulations), and all regulations, rules, and orders thereunder. Seller hereby agrees that all of the applicable provisions of the above orders, acts, rules, and regulations as such may be amended or superseded, are hereby made a part hereof by reference and are binding upon Seller.

9. Shipment and Marking

Each package shall be numbered and labeled with Purchaser's order number, work order number, mark number, contents and weight, as appropriate and shall contain an itemized packing slip. Seller shall include one (1) copy of the packing list with each shipment and on date of shipment shall mail one (1) copy of the packing list to the destination. Purchaser's count will be accepted as final and conclusive on all shipments not accompanied by a packing list. If Seller cannot make immediate shipment upon receipt of this purchase order, Seller shall so acknowledge and shall provide a shipping date. Where definite shipping instructions and routing are given, the same shall be adhered to.

10. Taxes

Seller will be responsible for all sales, use, gross receipts, excise or other like taxes and agrees to maintain valid sales and use tax permits in all the states where Purchaser's facilities are located. If requested, Seller will provide Purchaser a list of sales and use tax license and permit numbers identifying all states where it is authorized and required to remit such taxes. Seller agrees to timely remit the applicable tax to the appropriate taxing authorities and shall separately state the amount of tax, the tax rate and name of taxing authority on its invoice. If Purchaser uses a Corporate Purchasing Card (CPC), Seller will report sales tax separately and as specified in the Purchaser's CPC procedures. If the Seller must deliver a purchase to a state where it is not licensed, Seller shall state on the invoice that it is not authorized and licensed to remit the use tax and Purchaser shall be responsible to report and remit the applicable use tax. Seller agrees to indemnify Purchaser from any penalties and interest payable upon audit for Seller's failure to properly remit such taxes to the proper taxing authority as defined above.

Purchaser may, in lieu of remitting any billed tax, submit a properly completed and signed exemption certificate or other written evidence of exemption so long as it meets the requirements cited by the applicable taxing authority.

11. Ethics

Seller, its employees, agents, representatives and subcontractors shall at all times maintain the highest ethical standards and avoid conflicts of interest in the performance of Seller's obligations under this purchase order. In conjunction with its performance of the work, Seller shall comply with, and cause its subcontractor to comply with, all applicable laws, statutes, regulations and codes prohibiting bribery, corruption, kick-backs or similar unethical practices including without limitation, the United States Foreign Corrupt Practices Act or the United Kingdom Bribery Act 2012. Without limiting the generality of the foregoing, Seller specifically represents and warrants that neither Seller nor any subcontractors, representatives or other agents of Seller have made or will make any payment, or have given or will give anything of value, in either case to any government official (including any officer or employee of any governmental authority) to influence their decision or to gain any other advantage for Purchaser or Seller in connection with the work to be performed hereunder. Seller shall maintain and cause to be maintained effective accounting procedures and internal controls necessary to record all expenditures in connection with this purchase order and to verify Seller's compliance with this Paragraph. Purchaser shall be permitted to audit such records as reasonably necessary to confirm Seller's compliance with this Paragraph. Seller shall immediately provide notice to Purchaser of any facts, circumstances or allegations that constitute or might constitute a breach of this Paragraph and shall cooperate with Purchaser's subsequent investigation of such matters. Seller shall indemnify and hold Purchaser harmless for all fines, penalties, expenses or other losses sustained by Purchaser as a result of Seller's breach of this Paragraph. The parties specifically acknowledge that Seller's failure to comply with the requirements of this Paragraph shall constitute a condition of default under this purchase order.

Purchaser and Seller will maintain relationships based on mutual respect, honesty, and fairness. Purchaser and Seller agree that the acceptance or solicitation of gifts, entertainment, or other special favors to influence business decisions will not be permitted. Purchaser and Seller further agree that courtesies of nominal value, and social invitations reasonably deemed to be customary and proper under the circumstances, and not given or received in exchange for a special position, price or privilege, will be permitted, provided they imply no business obligation whatsoever, nor involve significant or out of the ordinary expense.

12. Insurance Requirements

If requested by Purchaser, Seller shall provide to Purchaser at Seller's sole cost prior to any delivery of goods by Seller, including goods that are either chemicals, petroleum products or any other materials, whether or not Seller enters the premises of Purchaser, the minimum insurance coverage set forth in Exhibit "A". Seller's policies of insurance shall be primary in all instances regardless of like coverages, if any, carried by Purchaser. Seller shall waive rights of subrogation under all insurance policies which shall be provided to Purchaser at Seller's sole cost with no right of reimbursement for Seller's costs, including but not limited to, deductibles, retroactive premiums or any other costs under such policies. Seller shall comply with all "Additional Requirements" provisions of Exhibit "A" and said provisions are hereby incorporated herein as if fully set forth herein. Should Seller fail to comply with any of the foregoing insurance requirements, Purchaser, in its sole discretion, may immediately terminate this purchase order. Seller further agrees that nothing contained in Exhibit "A" shall relieve Seller from any of Seller's obligations and responsibilities contained in any paragraph of this purchase order.

13. Governing Law; Waiver of Jury Trial

This purchase order shall be construed and interpreted in accordance with the laws of the State of Nebraska.

Any action resulting from any breach of these terms and conditions on the part of Purchaser must be commenced within one (1) year after the cause of action has accrued.

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS

AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

14. Sitework

If Seller is to perform any work, including but not limited to, installation, supervision of installation, fabrication, assembly, start-up services, repairs, and technical support, at the site of construction or at the office or property of Purchaser, then the following shall apply:

(A) SELLER SHALL INDEMNIFY INDEMNITEES AS PROVIDED IN PARAGRAPH 4 ABOVE FOR ANY AND ALL CLAIMS ARISING OUT OF THE ACTIVITIES OF SELLER'S EMPLOYEES, AGENTS OR CONTRACTORS. Seller shall, before any of said work is commenced, comply with the requirements of Paragraph 12 above.

(B) In the event Seller's objectives hereunder require or contemplate performance of services by Seller's employees or persons under contract to Seller to be done on Purchaser's property, or property of Purchaser or suppliers, the Seller agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of Purchaser.

(C) Seller assumes all liability with respect to any and all Federal, State, local, sales, use or similar taxes related in any way to the transaction contemplated by this purchase order.

15. Cyber Security

A. SCOPE OF THIS PARAGRAPH

This Paragraph applies to Seller and its personnel and subcontractors that provide hardware, software or services to Buyer that may impact the confidentiality, integrity or availability of Buyer's networks, systems, software, data or Confidential Information for the term of this Agreement.

B. CYBER SECURITY CONTROLS

a. Seller shall have and maintain security controls to protect Buyer's networks, systems, software, Confidential Information and data that are no less rigorous than the latest published version of ISO/IEC 27001 – Information Security Management Systems–Requirements, and ISO/IEC 27002 – Code of

Practice for International Security Management.

b. Seller agrees to disclose to Buyer known security vulnerabilities in hardware, software and services provided under this Agreement in a timely manner.

c. Seller warrants that the hardware, software and patches provided under this Agreement will not contain malicious code or any unwanted or unexpected features. Seller agrees to provide a method to verify the integrity and authenticity of all software and patches provided by Seller.

d. If Seller will have remote access to Buyer systems or networks, Seller shall follow all applicable Buyer requirements for Seller-initiated interactive remote access and system-to-system remote access with Seller. To the extent Seller's personnel will have interactive remote access to Buyer's networks, systems or applications, Seller's personnel will use multi-factor authentication provided by Buyer. Authentication tokens and passwords must not be shared. Upon either (i) personnel termination actions or (ii) changes in the status of personnel which removes their need for remote access, Seller shall report such termination or change in status to Buyer's Service Desk by telephone and email as soon as practicable and no later than close of the same business day. In the case of sensitive personnel and/or involuntary termination, notification must be immediate. In all other cases, notification must be within one (1) business day.

e. Seller shall ensure that email from Seller and any services provided under this Agreement:

a. Originates from a domain or domains with a published Domain-based Message Authentication, Reporting and Conformance ("DMARC") policy of "reject"

and with a published Sender Policy Framework policy consisting of valid senders and a "fail" directive (-all). If the optional DMARC "pct" directive is used, "pct" must be set to "100";

- b. Passes a DMARC authentication check;
- c. Utilizes a DomainKeys Identified Mail (DKIM) 2048 bit key; and,
- d. Supports Transport Layer Security (TLS).

C. OVERSIGHT OF COMPLIANCE

If this Agreement includes hosted or cloud services, Seller shall provide annually to Buyer a Statement on Standards for Attestation Engagements (SSAE) Service Organization Control (SOC) 2 Type II audit

covering the scope of the contract and pertaining directly to Seller.

If this Agreement does not include hosted or cloud services, Seller shall either:

- a. Annually provide a copy of ISO 27001 certification covering the scope of this Agreement and pertaining directly to Seller; or
- b. Annually provide a copy of a third-party audit covering the security controls relevant to hardware, software or services provided under this Agreement and pertaining directly to Seller. Audit results and Seller's plan to correct any negative findings must also be made available to Buyer; or
- c. Allow Buyer to conduct an assessment, audit, examination or review of Seller's security controls to confirm Seller's adherence to the terms of this Paragraph, as well as any applicable laws, regulations and industry standards, not more than once per year or upon notification of any Security Incident or complaint regarding Seller's privacy and security practices. Buyer may elect to obtain the services of a mutually agreeable third party to conduct this assessment, audit, examination or review on behalf of Buyer. Buyer shall give Seller no less than thirty (30) calendar days' notice of its intent to conduct such assessment, audit, examination or review. As part of this assessment, audit, examination or review, Buyer may review all controls in Seller's physical and/or technical environment in relation to all Confidential Information being handled and/or hardware, software or services being provided pursuant to this Agreement. Seller shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, application software and systems relevant to the provision of hardware, software or services under this Agreement.

D. SECURITY BREACH PROCEDURES; EQUITABLE RELIEF

1. In the event of a Seller or subcontractor security incident affecting Buyer, Buyer's networks, systems, software, data or Buyer's Confidential Information, Seller shall:
 - i. Notify Buyer of the security incident as soon as practicable, but no later than 48 hours after Seller becomes aware of it, by telephone (Buyer's Emergency Operation's Communication Center ("OCC") at (888) 367-6671) and email (Email address: Generalcounsel@nngco.com); and
 - ii. Provide Buyer with the name and contact information for any personnel who shall serve as Seller's primary security contact and shall be available to assist Buyer with security incident management, response and recovery associated with the security incident.
2. Immediately following Seller's notification to Buyer of a security incident, the parties shall coordinate with each other to investigate such security incident. Seller agrees to coordinate with Buyer in Buyer's handling of the matter, including: (i) assisting with any investigation and (ii) making available all relevant records and other materials required to comply with applicable law, regulation, industry standards or otherwise reasonably required by Buyer.

3. Seller shall use best efforts to immediately remedy any security incident and prevent any further or recurrent security incident at Seller's expense in accordance with applicable privacy laws, regulations and standards. Seller shall reimburse Buyer for actual reasonable costs incurred by Buyer in responding to, and mitigating damages caused by, any security incident, including all costs of notice and/or remediation pursuant to this Paragraph.
4. Seller shall fully cooperate at its own expense with Buyer in any litigation or other formal action deemed reasonably necessary by Buyer to protect its rights relating to the use, disclosure, protection and maintenance of its Confidential Information and data.
5. Seller acknowledges that any breach of Seller's obligations set forth in this Paragraph may cause Buyer substantial irreparable harm for which monetary damages would not be adequate compensation

and agrees that, in the event of such a breach or threatened breach, Buyer is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Buyer may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other available remedies at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

E. OBLIGATIONS ON TERMINATION AND TERMINATION ASSISTANCE

1. In addition to any other obligations that arise on termination or expiration of this Agreement, the parties agree that, on any expiration or termination of this Agreement, upon completion of the delivery of the products and services to be provided under this Agreement, or at any time upon Buyer's request, regardless of the circumstance:
 - a. If Seller has access to Buyer facilities or systems, Seller shall immediately surrender to Buyer all access cards, security passes, passwords and other such devices granting access to any Work Site or to Buyer networks or computer systems; and
 - b. If Seller has Buyer data, Seller shall return any Buyer data that is in its care, custody or control to Buyer in the format requested by Buyer and Seller shall, within 14 days of receiving Buyer's written confirmation that it can read the data provided by Seller, (1) permanently delete any copies of the data in Seller's care, custody or control and (2) send Buyer written confirmation that the data has been deleted.
 - c. If Seller has Buyer hardware or removable media, Seller will return to Buyer all hardware and removable media provided by Buyer that contains Buyer data. Buyer data in such returned hardware and removable media may not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by Buyer. If the hardware or removable media containing Buyer data is owned by Seller or a third-party, a written statement detailing the destruction method used and the data sets involved, the date of destruction and the entity or individual who performed the destruction will be sent to a designated Buyer security representative within fifteen (15) calendar days after completion of the delivery of the products and services to be provided under this Agreement, or at any time upon Buyer's request. Seller's destruction or erasure of Buyer data pursuant to this Paragraph must be in compliance with NIST or ISO Standards.
2. Prior to the expected expiration or termination of a Contract Document by either party for any reason, or prior to the expected expiration or termination of this Agreement for any reason, including the default of the terms of a Contract Document or a default under this Agreement, Seller agrees to provide Buyer with the reasonable assistance services requested by Buyer. These services will include, at a minimum, converting data, providing parallel services until Buyer has transitioned to a new system, providing on-site technical support, cooperating with Buyer or its designated vendor in developing required interfaces, and such other assistance services as shall be necessary or appropriate to facilitate, without material or extended interruption to the Services, the orderly transition of the Services to Buyer or its new provider of services. The parties agree that assistance services may extend beyond the Term as reasonably required by Buyer.

16. Prohibited Vendors

Seller may not use in the provision of Work or Services to Buyer, directly or indirectly using subcontractors, the services, products, component pieces or sub-assemblies of any company identified by Buyer or by the U.S. Government and/or regulatory authorities as a security threat (collectively, the "Prohibited Vendors"), including without limitation the companies identified by the U.S. Department of Commerce (which are currently posted on the internet at <https://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear> and as published in 15 CFR, Subchapter C, part 744, Supplement No. 4) and the companies and regions identified by Buyer herein:

- Hytera Communications Corporation
- Hangzhou Hikvision Digital Technology Buyer
- Dahua Technology Buyer
- Da Jiang Innovations (DJI)
- AO Kaspersky Lab
- ZTE Corporation
- Huawei Technologies Co. Inc.
- Xinjiang Production and Construction Corps
- Dago New Energy Corporation
- GCL-Poly Energy Holdings Ltd
- Xinte Energy Buyer
- East Hope Group
- Sieyuan Electric Co., Ltd
- Risen Energy America, Inc.
- Trina Solar
- Eaton Corporation (Solar Panel division)
- Chint Power Systems America Co. (Solar Panel division)
- Chint Solar (Hong Kong) Buyer Limited
- HT Solar Enerji Anonim Sirketi
- Solar City (subsidiary of Tesla)
- Xinjiang Uyghur Autonomous Region, China
- 48th Research Institute of China Electronics Technology Group Corporation (CETC)
- Beijing Zhongkexin Electronics Equipment Co., Ltd.

- Hunan Red Solar New Energy Science and Technology Co., Ltd.
- Hunan Red Solar Photoelectricity Science and Technology Co., Ltd.

Seller is responsible for being familiar with the Prohibited Vendors, including additional Prohibited Vendors that Buyer may identify by Notice to Seller and that the U.S. Government may identify from time to time during the term of this Agreement. If Seller fails to abide by the requirements of this Paragraph, Buyer will provide Seller with Notice and a 30-day opportunity to cure. Continued failure to abide by this requirement will be considered a material breach of this Agreement.

17. Prohibited Imports

Seller shall not manufacture any item (or any component of any item) requiring water transportation outside of the continental United States without the express written consent of Purchaser.

Seller shall take all reasonable efforts to (1) prohibit importing and then selling to Purchaser or (2) using in its supply chain any product that was mined, produced or manufactured wholly or in part by forced labor, including forced or indentured child labor pursuant to the Tariff Act of 1930. 19.U.S.C. Section 1307. 'Forced labor' shall mean all work or service which is executed from any person under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily, including forced or indentured child labor. Id.

These products can be found on the internet at

<https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-goods>. Seller is responsible for being familiar with the products posted by the Department of Labor, which may change from time to time. If Seller fails to abide by the requirements of this section, Purchaser will provide Seller with Notice and a 30-day opportunity to cure. Continued failure to abide by this requirement will be considered a material breach of this purchase order.

II. Exhibit A

1. MINIMUM INSURANCE REQUIREMENTS

Workers' Compensation and Employers Liability Insurance

Seller agrees to comply with Workers' Compensation laws of the state where the work is performed and to maintain a Workers' Compensation and Employers Liability policy. This policy shall be endorsed to provide: all states coverages, voluntary compensation coverages and occupational disease. If this purchase order is to be performed on or near navigable waters, the policy shall include coverage for United States Longshoremen's and Harbor Worker's, Death on the High Seas, Jones Act and all shall contain endorsement for Borrowed Servants.

Workers' Compensation Statutory Employer's Liability

\$1,000,000 Each Accident (Minimum)

\$1,000,000 Disease Each Employee

General Liability Insurance

General Liability Insurance, endorsed to provide coverage for explosion, collapse and underground damage hazards to property of others, Contractual Liability,

Contractor's Protective Liability (if subcontracting is authorized) and Products and Completed Operations (for a minimum of two (2) years after acceptance of this purchase order).

Bodily Injury and Property Damage

\$1,000,000 Combined Single Limit Each Occurrence (Minimum)

Automobile Liability Insurance

Automobile Liability Insurance which shall include coverage for all owned, non-owned and hired vehicles. Bodily Injury and Property Damage

\$1,000,000 Combined Single Limit Each Occurrence (Minimum)

Excess Umbrella Liability Coverage

Bodily Injury and Property Damage

\$1,000,000 Combined Single Limit Each Occurrence (Minimum)

Additional Requirements

Seller shall submit to Purchaser at the time Seller executes this purchase order, a Certificate of Insurance evidencing that satisfactory coverages of the type and limits set forth above are in effect. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of Seller, the failure of any insurance company to pay claims accruing, or the inadequacy of the limits of the insurance, shall not affect, negate or waive any of the provisions of this purchase order, including without exception, the indemnity obligations of Seller.