Note: This PO has additional file attachments. To view them online, please click here.

BNSF Railway Company
PURCHASE ORDER

Ship To

6400 4TH AVENUE NE
MINOT, ND 58703
United States
Attn: Mathew Phillips

Bill To

BNSF Railway Company
6400 4TH AVENUE NE
MINOT, ND 58703
United States
Attn: Mathew Phillips

Vendor Address

0002046354-AMERICAN PRODUCERS SUPPLY CO
MARIETTA, OH 45750-6050
Attn: PHIL JACKSON
Philj@americanproducers.com
Phone: +1 (304) 525-3545

GET PAID ON TIME

BNSF is using a Supplier Platform (CSP) to ensure Suppliers are paid on time. BNSF requires **all** Suppliers to register their Company Profile on the CSP and submit invoices **electronically**. The CSP is completely free and easy to use, and it helps streamline the administrative process. If you have questions about how to use the platform to submit your invoice, please contact the Requester of the Purchase Order.

To ensure payment, please submit your Invoice through one of the following:
• Click this box, join the Coupa Supplier Portal (CSP) and submit your invoice
• Utilize the Supplier Actionable Notification included with this email

Purchase Order

PO NUMBER	**94357**	CURRENCY	**USD**
DATE	**06/10/2026**	PAYMENT TERMS	**0027_Pay in 30 days w/o deduction**
CONTACT	**Mathew Phillips**	SHIPPING TERMS	**N/A - Services**
EMAIL	**MATHEW.PHILLIPS@BNSF.COM**	CONTRACT	

Line	Description	Need By	Qty	Unit	Price	Total
1	Glendive inspections for below the hook lifting devices-MT-R121337	06/16/2026			1,728.63	1,728.63
	Estimated Service/Delivery Start Date: 06/16/2026					
	Estimated Service/Delivery End Date: 06/17/2026					
	Description of Work (complete scope is needed): Glendive inspections for below the hook lifting devices					

1,728.63 USD

TERMS AND CONDITIONS

1. **ACCEPTANCE.** If this order is an offer, Seller's acceptance of this order shall be expressly limited to the terms and conditions of this order and BNSF hereby does not agree to any different or additional terms and conditions contained in any response to this order, all of which shall be considered a material alteration. If Seller has made a prior offer, then Seller's offer is rejected and this order is a counteroffer and Seller's acceptance is expressly limited to the terms and conditions of this order and BNSF hereby objects to any different or additional terms and conditions contained in any response to this order. Seller's shipment of any materials and/or goods (collectively, 'Goods') covered hereunder or rendering or causing the rendering of any services (collectively, 'Services') covered hereunder shall constitute acceptance of and assent to these terms and conditions. Seller shall not ship any Goods covered hereby or provide any Services covered hereby under reservation. BNSF may use such portion of the goods as may serve its purpose and such use shall not be deemed an acceptance of the remainder of the goods, nor prejudice BNSF's right to reject the remainder of the goods and to recover back from Seller any amounts already paid for such shipment. None of Seller's terms and conditions of sale or service contained in any quotation, acknowledgment, invoice or acceptance of this order shall apply.

2. **TERMINATION AT BNSF'S OPTION.** This order may be terminated by BNSF upon 30 days written notice.

3. **SHIPPING AND ROUTING INSTRUCTIONS.** Seller is bound by and shall comply with the BNSF Railway Materials General Shipping Instructions & Routing Guide (the "Routing Guide"), except as expressly modified by this order. Failure to comply with the Routing Guide may result in shipper/supplier charge-backs, and Seller hereby expressly accepts responsibility for such charge-backs. Shipper/supplier is responsible for all applicable taxes and custom brokerage fees for shipments originating outside of the USA and Canada. For purposes of this order, if Seller is not the shipper/supplier, Seller shall cause shipper/supplier to comply (and Seller shall be liable for shippers'/suppliers' noncompliance) with shipper's/supplier's obligations under this order. Seller shall supply in printed form all relevant product safety and health information that pertains to all goods (including equipment) ordered hereunder. Seller will ensure that goods (including equipment) comply with certification standards.

4. **WEIGHT LABELING REQUIREMENTS.** All Goods shall be suitably packed and properly marked or otherwise prepared for shipment so as to secure the lowest transportation rates and to meet the carrier's requirements. Shipments of Goods weighing 35 pounds and over shall be clearly labeled with the weight of the item/package. Items that are lifted by the center through mechanical means shall have a center mark placed

thereon. Goods shipped via package carrier are limited to 150 pounds or less.

5. DELIVERY. Time is of essence. Shipment shall reach its destination by the date required on the face of this order and not before or invoice may, at BNSF's discretion, be held until date of specified delivery before processing for payment. BNSF reserves the right to change shipping schedules or direct a temporary suspension of scheduled shipments. BNSF reserves the right to cancel this order for failure to comply with any one or more of the terms and conditions set forth in this order, and in such case, BNSF shall have no obligation to pay for noncompliant or undelivered Goods or Services reflected in such canceled order. At BNSF's discretion, Goods put in transit after shipping date specified without BNSF's prior written consent may be refused or returned at Sellers expense, including, without limitation, all transportation costs incurred.

6. RISK OF LOSS. Risk of loss of Goods purchased hereunder shall be borne by Seller until the Goods are delivered at the F.O.B. point specified in this order or, if no F.O.B. point is specified herein, until such Goods are accepted by BNSF. Notwithstanding the foregoing, if the Goods purchased hereunder are explosive, flammable, toxic or otherwise hazardous, Seller shall hold BNSF and its affiliates harmless against all claims asserted against BNSF or any of its affiliates that arise out of any personal or property damage caused by such Goods or by the transportation thereof prior to the time such Goods are accepted by BNSF.

7. INSPECTION. BNSF or its duly authorized representative has the right to test and inspect all Goods ordered hereunder and the workmanship and other results of Services ordered hereunder before accepting or making payment for such Goods or Services.

8. INVOICING AND CASH DISCOUNTS. Invoicing guidelines and standards may be viewed at http://www.bnsf.com/suppliers. If additional questions remain, an email should be sent to Source2Pay@bnsf.com. Invoices must match the order exactly. Packaging and drayage charges are not permitted. Seller shall submit invoices timely. Invoices received after 90 days from the date of delivery of the Goods or rendering of the Services may not be paid. Invoice payment terms are effective when BNSF receives a valid and acceptable invoice. Payment of Seller's Invoice does not constitute final acceptance of Goods, Services, or other charges. All invoices must be submitted to BNSF electronically via EDI and utilizing rail industry guidelines. Sellers who do not have EDI capability may register to use the third-party web application ORISS at http://oriss.www.transentric.com/ors/ to submit invoices. There may be a charge to Seller depending on the level of service selected when registering for ORISS.

9. PRICE OFFSET. Seller-declared price decreases for the same or similar goods or services may incur a credit memo for the price of the Goods or Services purchased hereunder by a comparable amount or percentage. BNSF shall have the right to withhold monies payable via credit memo hereunder and apply them to the payment of any obligation of Seller to BNSF or any other party arising in any manner out of this order. All claims for money due or to become due from BNSF shall be subject to deduction or set off by BNSF by reason of any counterclaim arising out of this or any other transaction with Seller.

10. WARRANTIES. Seller warrants that all Goods and Services when delivered or rendered pursuant hereto (a) are free from any claim of infringement of third-party intellectual property rights, (b) will be merchantable and free from detects in workmanship or material, (c) are being sold free and clear of all liens and encumbrances of any kind, ,and (d) will conform strictly to the applicable specifications, drawings, samples, and other requirements. By providing the Goods, **Seller warrants that the Goods will not materially fail to operate according to their specifications within the normal operating life of such Goods.** THESE WARRANTIES ARE IN ADDITION TO ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS SET FORTH HEREIN AND IN THE UNIFORM COMMERCIAL CODE ('UCC') AND THE TEXAS BUSINESS AND COMMERCE CODE ('TXBCC'), WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO SUCH GOODS AND SERVICES AND SHALL SUPERCEDE ANY DISCLAIMER OR NOTICE THAT ATTEMPTS TO LIMIT SUCH WARRANTIES.

11. OWNERSHIP OF DRAWINGS AND DESIGNS. BNSF shall own any documents including specifications, drawings or designs supplied by BNSF, or produced by Seller for BNSF with respect to the Goods or Services covered by this order.

12. REMEDIES. If any portion of the Goods or Services purchased hereunder are incomplete or defective, or fail to satisfy any description, specifications, performance requirements or warranties, BNSF shall have the right (a) to return such Goods to Seller, at Sellers risk, and Seller shad refund the purchase price of such Goods to BNSF and pay BNSF for all packing, handling, and transportation expenses, (b) to cause Seller to pay BNSF promptly for expenses incurred in remedying the defective or nonconforming Goods or Services, or (c) to cause Seller, at Sellers expense, to expeditiously replace, upgrade or repair any defective or rejected Goods and cure or complete unsatisfactory Services. The remedies set forth herein are in addition to any other remedy provided at law, in equity, in the UCC, in the TXBCC or any written agreement between BNSF and Seller. IN NO EVENT SHALL BNSF OR ITS AFFILIATES BE LIABLE FOR ANY AMOUNT EXCEEDING THE AGGREGATE PURCHASE PRICE SPECIFIED IN THIS ORDER. IN NO EVENT SHALL BNSF OR ANY OF ITS AFFILIATES BE LIABLE, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION EVENTS) ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS ORDER. FOR THE PURCHASE OF GOODS SUBJECT TO THE UCC, ANY ACTION RESULTING FROM ANY BREACH ON THE PART OF BNSF AS TO THE GOODS DELIVERED HEREUNDER MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. FOR THE PURCHASE OF ALL OTHER GOODS OR SERVICES, ANY ACTION RESULTING FROM ANY BREACH ON THE PART OF BNSF AS TO THE GOODS OR SERVICES DELIVERED HEREUNDER MUST BE COMMENCED WITHIN TWO YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.

13. REPAIR RIGHT. BNSF shall have the right to repair and maintain any of the Goods purchased and for that purpose to purchase repair parts in the open market, or to manufacture them itself, as it may determine, and if said Goods consist of rolling stock or equipment which is ordinarily interchanged with other railroads, the Goods may be repaired and maintained by other railroads no matter where the repair or maintenance parts are obtained or where the repairs are performed. BNSF, or such other railroads, no matter with whom these Goods may be interchanged, shall have the right to purchase repair parts in anticipation of breakage, or weakness, instead of waiting until the breakage actually occurs. BNSF shall have the right to perform or re-perform any Services contemplated by this order. No performance of repairs, maintenance or Services as contemplated by this Section 13 shall void or otherwise affect BNSF's warranties related to the Goods or Services.

14. INDEMNITY. SELLER SHALL INDEMNIFY BNSF AND ANY PARTY WHO DIRECTLY OR INDIRECTLY SELLS OR USES ANY OF THE GOODS AND/OR SERVICES PURCHASED HEREUNDER (THE "BNSF INDEMNIFIED PARTIES"), AND DEFEND AND HOLD EACH OF THEM HARMLESS AGAINST ALL LOSSES, LIABILITIES, DAMAGES, COSTS, EXPENSES, ACTIONS, SUITS, FINES, JUDGMENTS, AWARDS, CLAIMS, DECREES, DEMANDS, DEFICIENCIES, SETTLEMENTS, COSTS AND EXPENSES OF ANY AND EVERY KIND AND NATURE WHATSOEVER (INCLUDING ENVIRONMENTAL CLAIMS) (COLLECTIVELY, "LIABILITIES"), INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, ARISING FROM OR RELATED TO (A) ANY DEFECTIVE PRODUCTS AND/OR SERVICES FURNISHED HEREUNDER OR IN CONNECTION HEREWITHIN; (B) ANY ACT OR OMISSION, NEGLIGENT OR OTHERWISE, OF ANY SELLER PERSON (DEFINED BELOW), INCLUDING, WITHOUT LIMITATION, ANY ACT OR OMISSION (ON BNSF'S PROPERTY OR IN ANY OTHER LOCATION) THAT IS PART OF OR INCIDENTAL TO CONSTRUCTING, ERECTING, INSPECTING, DELIVERING, REPAIRING, MONITORING OR ENGAGING IN OTHER ACTIVITIES IN CONNECTION WITH OR RELATED TO ANY GOODS PURCHASED PURSUANT TO THIS ORDER; (C) ANY BREACH OR NON-FULFILLMENT OF ANY OF SELLER'S WARRANTIES, REPRESENTATIONS, OR OBLIGATIONS HEREUNDER; (D) ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT BY ANY OF THE GOODS OR SERVICES (OR ANY PORTION THEREOF) DELIVERED HEREUNDER OR THEIR USE; (E) LABOR OR MATERIAL LIENS ARISING OUT OF OR ON ACCOUNT OF THE GOODS OR SERVICES PURCHASED HEREUNDER OR THEIR USE OR ARISING OUT OF ANY WORK PERFORMED BY OR ON BEHALF OF ANY SELLER PERSON; (F) CLAIMS BY ANY THIRD PARTY FOR ANY FEE OR COMPENSATION FOR SERVICES PERFORMED OR ALLEGEDLY PERFORMED FOR OR ON BEHALF OF ANY SELLER PERSON IN CONNECTION WITH THIS ORDER; OR (G) FINES AND CIVIL OR CRIMINAL PENALTIES ARISING OUT OF THE MANUFACTURE OR DELIVERY OR PERFORMANCE BY ANY SELLER PERSON OF GOODS OR SERVICES HEREUNDER. PROMPTLY ON BNSF'S REQUEST, SELLER SHALL PAY ALL SUCH LIABILITIES, FOR ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LITIGATION, OR SETTLEMENT (COLLECTIVELY, "PROCEEDINGS") RELATING THERETO. IT IS SELLER'S RESPONSIBILITY TO MAINTAIN THE APPROPRIATE LEVELS OF INSURANCE TO MEET THE INDEMNITY OBLIGATIONS AS STATED HEREIN. UPON REQUEST BY BNSF, SELLER SHALL PROVIDE A CERTIFICATE OF INSURANCE. THE LIABILITY ASSUMED BY SELLER SHALL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE LOSS, DAMAGE, DESTRUCTION, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF ANY BNSF INDEMNIFIED PARTY OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF SUCH BNSF INDEMNIFIED PARTY. THE INDEMNIFICATION OBLIGATION ASSUMED BY SELLER SHALL INCLUDE ANY PROCEEDINGS (OR LIABILITIES RELATED THERETO) BROUGHT AGAINST ANY BNSF INDEMNIFIED PARTY UNDER (I) THE FEDERAL EMPLOYER'S LIABILITY ACT, (II) STATE-BASED WORKERS' COMPENSATION LAWS AND REGULATIONS, (III) THE SAFETY APPLIANCE ACT, (IV) THE LOCOMOTIVE INSPECTION ACT, (V) THE OCCUPATIONAL HEALTH AND SAFETY ACT, (VI) THE RESOURCE CONSERVATION AND RECOVERY ACT, AND (VII) ANY SIMILAR STATE OR FEDERAL STATUTE, WHENEVER SO CLAIMED, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR STRICT LIABILITY UNDER THESE OR ANY OTHER LAWS IMPOSING STRICT LIABILITY. BNSF MAY AT ITS OPTION BE REPRESENTED BY ITS OWN COUNSEL IN ANY ACTION, THE EXPENSES OF WHICH SHALL BE BORNE BY SELLER. ALL INDEMNIFICATIONS AND HOLD-HARMLESS AGREEMENTS AND RELEASES SHALL BE CONTINUING AND SHALL SURVIVE ACCEPTANCE OF THE GOODS OR SERVICES PROVIDED HEREUNDER, OR CANCELLATION OF THE CONTRACT. WITHOUT LIMITING ANY RIGHTS OR REMEDIES AVAILABLE TO BNSF, SELLER ACKNOWLEDGES THAT IF THE USE OF THE SERVICES AND/OR PRODUCTS BY BNSF IS INTERRUPTED OR ENJOINED AS A RESULT OF ANY ACTUAL OR THREATENED INFRINGEMENT CLAIM, SELLER SHALL, AT BNSF'S OPTION, EITHER (I) PROMPTLY SECURE, AT SELLER'S SOLE EXPENSE, A LICENSE AUTHORIZING THE CONTINUED USE OF THE AFFECTED PRODUCTS AND/OR SERVICES; (II) WITHOUT COMPROMISING THE REQUIREMENTS OF BNSF'S APPLICABLE SPECIFICATIONS AND AT SELLER'S SOLE EXPENSE, PROMPTLY REPLACE THE INFRINGING PORTION OF THE PRODUCTS AND/OR SERVICES WITH NON-INFRINGING COMPONENTS OR OTHERWISE MODIFY THE PRODUCTS AND/OR SERVICES SUCH THAT THEY DO NOT INFRINGE; OR (III) TERMINATE THE APPLICABLE PO AND/OR AGREEMENT AND REFUND ALL AMOUNTS PAID BY BNSF FOR THE INFRINGING OR ALLEGED TO BE INFRINGING PRODUCTS AND/OR SERVICES.

15. ASSIGNMENT AND SUBCONTRACTING. Seller shall not delegate any duty or assign this order in whole or in part or make any subcontract for furnishing Goods or Services hereunder or assign any claim arising or sum payable hereunder without the prior written consent of BNSF. Any attempted delegation, subcontract or assignment shall be void. Seller shall timely pay in full all persons who perform labor upon or provide services or materials in connection with the services and/or products. Seller shall not create, permit, or suffer any mechanic's or material men's liens of any kind or nature to be created or enforced against any property of the BNSF for any such work performed or any services or products provided. Seller and its agents, workers, subcontractors, and employees are not and shall not be considered agents or employees of BNSF and shall have no authority to enter into contracts or incur any other obligation on behalf of or in the name of BNSF. Seller shall be and remain an independent contractor, and nothing herein contained shall be construed as inconsistent with that status. Seller shall have the exclusive right and duty to control the work concerning the products and/or services. All persons employed by Seller or any of its subcontractors in the performance of these terms and conditions or any related agreement or order shall be the sole employees of Seller or its subcontractors.

16. CLAUSES INCORPORATED BY REFERENCE. BNSF hereby incorporates the requirements of Section 202 of Executive Order 11246 as amended; the equal opportunity clause pertaining to Special Disabled Veterans and Veterans of the Vietnam Era contained in 41 CFR § 60-250.5; the requirements of Executive Order 13201; and the employee notice clause contained in 29 CFR § 470.2(a)(4). **Supplier and Its subcontractor(s) (If any) shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). Supplier and its subcontractor(s) (if any) shall not discriminate against qualified individuals based on their status as protected veterans or individuals with disabilities and shall prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Supplier and its subcontractors shall take affirmative action to employ and advance in employment qualified individuals with disabilities and qualified protected veterans, as well as take affirmative action to employ and advance Individuals without regard to race, color. religion, sex, sexual orientation, gender identity, or national origin.**

17. SALES TAXES. In the event Seller is legally required to collect and remit from BNSF sales tax or other similar taxes of a state or political subdivision of a state of the United States ("Sales Tax"), then BNSF shall be responsible for paying such Sales Tax. Seller will collect and remit such taxes and provide BNSF satisfactory evidence that such taxes have been paid if a claim is made against BNSF for such taxes. On each invoice the Seller shall identify for each state, (i) the Sales Tax being collected, (ii) and the amount of services or tangible personal property for each state such taxes are collected. BNSF shall have the right to contest, protest or claim a refund of any Sales Tax paid by BNSF to Seller or for which BNSF otherwise is responsible under this Agreement, and Seller shall reasonably cooperate with BNSF in contesting the validity or amount of such taxes. If BNSF is required by law to make any deduction or withholding of withholding taxes from any payment due to Seller under this Agreement, BNSF shall not be required or obligated to gross up such withholding taxes.

18. MODIFICATION. This order and any obligations imposed thereby constitute the entire agreement between Seller and BNSF. No modification of this order shall be binding on BNSF unless in writing and signed by BNSF or its duly authorized agent. Usage of trade, course of performance, and course of dealing shall not supplement or modify the written terms of this order. BNSF's (a) failure to insist on strict performance of any term or condition hereof, (b) failure or delay to exercise any right or remedy provided herein or by law or to properly notify Seller in the event of breach, (c) acceptance of or payment for Goods or Services hereunder or (d) approval of any design shall not release Seller from any of the warranties or obligations provided herein, in the UCC, in the TXBCC or by law or equity and shall not be deemed a waiver of any right of BNSF to insist upon strict performance hereof or a waiver of any of its rights or remedies as to any prior or subsequent default hereunder nor shall any purported oral modification or rescission of this order by BNSF operate as a waiver of any term or condition hereof. In the event of any inconsistency between this order and the Seller's quotation, the order shall prevail.

19. ANTI-CORRUPTION COMPLIANCE. BNSF, in compliance with the United States Foreign Corrupt Practices Act and any other applicable anti-corruption laws and regulations (collectively 'Anti-Corruption Laws"), requires that Seller also ensure such compliance in the context of the contractual relationship contemplated by this order. Seller represents, warrants, covenants, and agrees that it, directly or indirectly, including through a third party, has not taken, and will not take, any action, directly or indirectly, in connection with any business transaction with or for the benefit of BNSF that violated or would violate any applicable Anti-Corruption Law.

20. SANCTIONS COMPLIANCE. Seller represents. warrants, covenants and agrees that it is not (a) a person whose name appears on the list of Specially Designated Nationals and Blocked Persons (an "OFAC listed Person') published by the Office of Foreign Assets Control, United States Department of the Treasury ("OFAC'), (b) an agent, department or instrumentality of, or otherwise beneficially owned by, controlled by or acting on behalf of, directly or indirectly, (i) any OFAC Listed Person or (ii) any person, entity, organization, foreign country or regime that is subject to any OFAC sanctions program, or (c) otherwise blocked, subject to sanctions under or engaged in any activity in violation of the economic or other sanctions of the United States or any other applicable jurisdiction.

21. WORK ON BNSF PROPERTY. SHOULD IT BECOME NECESSARY FOR SELLER OR ITS EMPLOYEES OR AGENTS TO ENTER UPON THE PREMISES OR PROPERTY OF BNSF IN ORDER TO CONSTRUCT, ERECT, INSPECT, DELIVER, REPAIR OR PROVIDE SERVICES AND/OR PRODUCTS AS REQUIRED BY THE AGREEMENT AND/OR THIS ORDER, SELLER SHALL BE RESPONSIBLE FOR AND SHALL REIMBURSE BNSF FOR ANY DAMAGE TO BNSF'S PROPERTY, OR TO THE PROPERTY OF OTHERS, AND SHALL INDEMNIFY, SAVE HARMLESS AND ASSUME THE COST OF DEFENSE OF BNSF FROM AND AGAINST ANY LOSS, DAMAGE, EXPENSE, INJURY OR LIABILITY FOR DEATH OF OR INJURY TO OR DAMAGE TO THE PROPERTY OF ANY PERSON OR FROM LIENS, FINES OR PENALTIES OF ANY

PERSON, OR TAXES OR ASSESSMENTS OF ANY KIND, RESULTING IN ANY MANNER FROM ANY ACT OR OMISSION OF SELLER OR ITS AGENTS OR EMPLOYEES, ON OR ABOUT BNSF'S PREMISES OR PROPERTY, OR IN CONNECTION WITH ANY ACTIVITIES OR SELLER PURSUANT TO THE AGREEMENT AND/OR THIS ORDER.

22. CONFIDENTIALITY. Seller will protect the confidentiality of the terms and conditions of this order, any information provided by BNSF to Seller related to this order, and any information derived from information so provided by BNSF (collectively, "Confidential Information") and not disclose any Confidential Information to a third party without BNSF's prior written consent. Seller acknowledges that monetary damages may not be sufficient to compensate BNSF for the unauthorized use or disclosure of any Confidential Information and that BNSF may seek equitable relief, including injunctive relief, to prevent any actual or threatened use or disclosure of Confidential Information. If Seller's actual or threatened disclosure of Confidential Information is in response to a government agency with authority to order disclosure, Seller shall provide BNSF prompt notice of such requested disclosure and cooperate with BNSF in seeking an order to limit or quash such order requiring disclosure. BNSF may disclose this order and any related documents if requested by a department or agency of the United States and/or a state, or political subdivision of a state, and may also disclose this order to the extent BNSF deems necessary as part of its compliance with obligations under tax laws.

23. GENERAL. In the performance of work hereunder, Seller shall, and shall cause each other Seller Person to, comply with all applicable federal, state, and local laws and rules and regulations and shall furnish evidence of such compliance when requested by BNSF. Nothing in this order or any acceptance hereof shall be construed as appointing Seller, any subcontractor of Seller or any employee, workman, servant or representative, delegate, assign, affiliate, or subsidiary of Seller or any subcontractor of Seller (Seller and all such other persons and entities are collectively referred to in this order as ''Seller Persons'') as BNSF's agent, legal representative, or employee. These terms and conditions will be construed and governed by the laws of the State of Texas, without regard to its conflict or choice of lam principles that would apply the lam of any other jurisdiction, and, in the event of any dispute between the parties, such dispute will be subject to the exclusive jurisdiction of the state and federal courts located in Tarrant County, Texas, and shall not be subject to arbitration absent a written agreement signed by Seller and BNSF. For purposes of this order, ""BNSF"" refers to BNSF Railway Company and its subsidiaries and affiliates. The provisions of this order shall inure to the benefit of and be binding upon the principals, agents, personal representatives, successors and permitted assigns of Seller and the agents, successors and assigns of BNSF.