

PURCHASE ORDER TERMS & CONDITIONS

Keystone Rail Recovery LLC

These Terms and Conditions ("Terms") apply to all purchase orders ("POs") issued by Keystone Rail Recovery LLC ("Purchaser") unless otherwise agreed in a written contract signed by both parties ("Supplier").

1. Acceptance of Purchase Order

Acceptance of a PO by Supplier constitutes acceptance of these Terms. Any additional or conflicting terms proposed by Supplier are rejected unless expressly agreed in writing by Purchaser.

2. Pricing

All prices must be as stated in the PO and are fixed unless otherwise agreed in writing. Prices include all applicable costs unless explicitly stated otherwise.

3. Delivery

Delivery shall be made in accordance with the schedule specified in the PO. Time is of the essence. Purchaser reserves the right to reject late deliveries or cancel the PO for non-performance.

4. Shipping and Risk of Loss

Unless otherwise specified, delivery terms shall be FOB Destination. Risk of loss remains with Supplier until goods are received and accepted by Purchaser.

5. Inspection and Acceptance

All goods and services are subject to inspection and approval by Purchaser upon receipt. Purchaser may reject non-conforming goods or services and require replacement or correction at Supplier's expense.

6. Invoicing and Payment

Supplier shall submit invoices referencing the PO number. Payment terms: Net 30 days from receipt of a valid invoice and acceptance of goods/services. Purchaser reserves the right to withhold payment for disputed or non-conforming items.

7. Warranties

Supplier warrants that all goods and services conform to specifications, are free from defects, and comply with applicable laws and regulations.

8. Termination

Purchaser may terminate the PO for convenience upon written notice or for cause in the event of breach. Purchaser will pay for conforming goods delivered and accepted prior to termination.

9. Compliance with Laws

Supplier agrees to comply with all applicable federal, state, and local laws and regulations in performance of this PO.

10. Indemnification

Supplier agrees to indemnify and hold harmless Keystone Rail Recovery LLC from any claims, damages, or liabilities arising from Supplier's performance or breach.

11. Insurance

Supplier shall maintain adequate insurance coverage including general liability and workers' compensation as required by law.

12. Independent Contractor

Supplier is an independent contractor and not an employee, partner, or agent of Purchaser.

13. Governing Law

This PO shall be governed by the laws of the State of Pennsylvania, without regard to conflict of law principles.

14. Entire Agreement

This PO and these Terms constitute the entire agreement and supersede all prior agreements or understandings.

15. Amendments

No amendment is valid unless in writing and signed by an authorized representative of Purchaser.