



**EAST KENTUCKY POWER COOPERATIVE
FUEL DEPARTMENT**

**PURCHASE ORDER
NO. 43714**

This number must appear on all
invoices, shipping documents,
and correspondence

TO: Pilot Thomas Logistics, LLC ("Pilot" or "Seller") 1051 Mustang Drive Grapevine, TX 76051		INVOICE TO: East Kentucky Power Cooperative, Inc. ("EKPC" or "Buyer") 4775 Lexington Road P. O. Box 707 Winchester, Kentucky 40392-0707 Attention: Julia Hurst julia.hurst@ekpc.coop	
Vendor No.24829 Must Appear on All Correspondence			
SHIP TO: East Kentucky Power Cooperative, Inc. Cooper Power Station 670 Cooper Power Plant Road Somerset, Kentucky 42501 (the "Station")		DELIVERY: Truck	
Purchase Order Date July 31, 2026		Terms See Below	
		F. O. B. Cooper Power Station	

This purchase order (the "Purchase Order" or "Agreement") binds Seller to sell and ship, and Buyer to purchase, the following Unbranded dyed ultra-low sulfur No. 2 Fuel Oil less than 15 ppm sulfur ("Product") to and at the Station under the following terms and conditions. Upon issuance of this Purchase Order by Buyer, this Agreement shall be binding upon and enforceable against both Buyer and Seller in accordance with its terms; provided, however, that Buyer's purchase obligation applies only to Product actually ordered by Buyer hereunder and remains subject to the quantity provisions below, including the absence of any minimum purchase requirement or guarantee.

Term: Deliveries shall commence on January 1, 2027, and continue through December 31, 2027, SUBJECT HOWEVER, to NOTE A hereinafter stated.

Quantity: Total of up to 300,000 gallons, approximately 40 truckloads, as directed by the Buyer for the Station with no minimum requirements or guarantee.

Quality: All of said Product shall be hydrocarbon oils, free from inorganic acid, and free from excessive amounts of solid or fibrous matter likely to make frequent cleaning of suitable strainers necessary. All of said Product SHALL NOT CONTAIN MORE than Five Hundredths (.05) percent water and sediment by volume or 15 parts per million sulfur content. All said Product shall meet No. 2 fuel oil specifications as stated in ASTM D396, provided upon request. Biodiesel shall not be added to or blended with said Product.

Delivery: All deliveries are to be made by truck f.o.b. fuel tank at the Station at a rate of approximately 7,500 gallons per load between the hours of 7:00 a.m. and 2:00 p.m., Monday through Friday or as directed by Buyer. Driver will observe unloading to minimize accidental spills. Buyer will inform Seller as Product is needed and deliveries will be made as soon as possible with Buyer attempting to give notice twenty-four (24) hours prior to delivery.

Not Subject to Kentucky Sales or Use Tax.

"The Equal Employment Opportunity Clause at 41 CFR 60-1.4 (a) and the Affirmative Action Clauses at 41 CFR 60-250.5 and 60-741.5 are hereby incorporated by reference and made a part of this purchase order as though fully set forth herein."

Volume: Volume will be determined by Seller by adjusting gross gallons for temperature to arrive at net gallons. This volume, net gallons, will be supplied to station personnel upon arrival at the Station.

Acceptance: Buyer reserves the right, in its sole discretion, to reject any Product shipment or any portion on a truckload basis if a fuel oil shipment fails on-site analysis or, upon visual inspection, it is apparent that a truck contains any foreign material not normally contained in a fuel oil shipment. Any shipments that are rejected shall be removed from Buyer's premises at Seller's expense.

Sampling and Analysis: All of said Product shall be sampled immediately upon delivery to the Station. All deliveries shall be made by trucks with access to Product so that samples can be easily taken. No deliveries will be accepted where this access is obstructed. Sampling, preparation, and analysis shall be as per EKPC's oil sampling and analysis procedures on file at EKPC's office. The sampling procedure is based on ASTM D2709. Samples for sulfur content may be analyzed using X-ray fluorescence in compliance with various ASTM procedures.

Price: The price of all Product, f.o.b. tank at the Station shall be calculated by adding the Unbranded daily OPIS price at Knoxville, Tennessee **plus \$0.04529/gallon** for transportation, and applicable taxes and fees. Seller shall provide Buyer with the applicable unbranded daily OPIS price Knoxville, Tennessee, for each applicable delivery date. EKPC is exempt from sales tax; therefore, the delivered price excludes sales tax. In the event EKPC's tax status changes during the term of this Purchase Order, EKPC agrees it will be responsible for any and all applicable taxes on the Product sold hereunder. Notwithstanding the foregoing, in the event included taxes (e.g. oil spill tax, LUST, etc.), change, Seller may change the \$0.04529/gallon adder based on the tax changes, upon notice to EKPC.

Seller will price and deliver from next lowest total price rack, pending Buyer approval of rack price and appropriate adders, if product is not available from the rack location referenced above.

Payment: EKPC will make payment in full within ten (10) days upon receipt of a correct invoice. Invoice must state applicable power station and purchase order number of delivered Product.

Payment to be made by Automated Clearing House ("ACH") to:

Pilot Thomas Logistics, LLC
JPMorgan Chase
Routing Number #: [REDACTED]
Account #: [REDACTED]

All transactions will adhere to the rules of the Automated Clearing House

Additional Terms and Conditions: The attached Terms and Conditions are hereby incorporated by reference into this Purchase Order.

Purchase Order No. 43714
Pilot Thomas Logistics, LLC
Page 3

NOTE A: Notwithstanding anything else herein contained, due to the necessity of maintaining a consistent supply of high-quality Product, Buyer reserves the absolute right to immediately “cover” any failure by Seller to (a) deliver Product as scheduled or (b) deliver Product meeting the quality specifications of this Purchase Order.

East Kentucky Power Cooperative, Inc.

By: *Don Mosier*
President and CEO

Accepted: Pilot Thomas Logistics, LLC

By: *Alicia Ratliff*
VP of Marketing, East

TERMS AND CONDITIONS
TO
PURCHASE ORDER NO. 43714

The following terms and conditions are incorporated by reference into Purchase Order #43714 (the "Purchase Order").

Force Majeure: It is specifically understood and agreed that the obligations of both parties under this Purchase Order are subject to events of Force Majeure, as defined below. If a valid event of Force Majeure occurs, the affected party shall be excused from performance of its obligations to the extent made necessary by and during the continuance of such Force Majeure, subject to prompt delivery of written notice of such event of Force Majeure (including a detailed description of the Force Majeure, expected time period of the Force Majeure, and impact of the Force Majeure) to the other party, provided, however, that the disabling effects of such force majeure shall be eliminated by such claiming party as soon as, and to the extent practicable, by use of its best efforts. The suspension of obligations caused by a valid event of Force Majeure shall exist only for such time as said occurrence is in effect, and after said occurrence has ended or been resolved, both parties shall be fully bound to perform under the terms of this Purchase Order for the duration of this Purchase Order, except that any deficiencies in the sale or receipt of Product hereunder caused by Force Majeure will only be made up at the discretion of the non-declaring party and the term of this Purchase Order shall not be extended by Force Majeure unless the non-declaring party agrees. No other acts or events shall excuse either party from full performance of this Purchase Order except as may be stated under the other terms of this Purchase Order.

"Force Majeure" as used herein shall mean a cause beyond the reasonable control of Seller or Buyer, as the case may be, whether foreseen or unforeseen, which wholly or materially prevents the transportation, sale, or delivery of Product meeting the specifications under this Purchase Order, or the receipt, storing, or use of Product by Buyer at its destination and which the party claiming Force Majeure could not have prevented with the exercise of reasonable prudence. Examples (without limitation) of Force Majeure, but only if beyond the control of Seller or Buyer, as the case may be, are the following:

Acts of God; acts of the public enemy; insurrections; riots, strikes; labor disputes; shortage of supplies; fires, explosions; floods; breakdowns of or damage to plants, equipment or facilities; interruptions to or contingencies of transportation; embargoes; orders or acts of civil or military authority; or acts of terrorism.

Notwithstanding the foregoing, Force Majeure, for purposes of this Contract, shall not include (i) the development or existence of economic conditions that may adversely affect Buyer's utilization of Product or Seller's delivery or sale of Product, (ii) acts or omissions of Seller or Buyer constituting negligence, or mismanagement on the part of Seller or Buyer, or (iii) causes or events affecting the performance of third-party sellers of goods or services except to the extent caused by an event that otherwise is a Force Majeure event.

Amendment; Waiver: No amendment to this Purchase Order shall be enforceable unless in writing and signed by the party against whom enforcement is sought. No waiver or failure to insist upon strict compliance with any obligation, covenant, agreement or condition of this Purchase Order shall operate as a waiver of, or an estoppel with respect to, any subsequent or other failure, regardless of any provision of the Uniform Commercial Code, as enacted, to the contrary. It is further understood and agreed that Buyer does not waive its rights under this Purchase Order by receiving any shipments of Product, and acceptance thereof shall not be implied unless Buyer fails to give Seller prompt notice of any breaches or defaults within a reasonable time after each sampling period has ended and the Product analysis has been completed.

Compliance with Laws: Each party shall at all times comply with all federal, state, and local laws, ordinances, orders, regulations and rules of or by any government, or any authority, department or agency thereof, that are applicable to this Agreement and its performance hereunder. Without limiting the generality of the foregoing, each party shall, at all times, at its own expense, obtain and maintaining all certifications, credentials, authorizations, licenses, and permits necessary to conduct its business relating to the exercise of its rights and the performance of its obligations under this Agreement. An explicit obligation of Seller under this Purchase Order is that Seller shall perform its obligations hereunder in accordance with all applicable Federal, state, county and municipal laws, regulations codes and ordinances, including, but not limited to, those applicable to sale and transportation of fuel oil. Transportation of Product by Seller or by any third party transporting Product on Seller's behalf shall comply with applicable highway laws and regulations governing the weight of vehicles and all other highway laws promoting public safety, health and welfare, including all laws governing the operation of vehicles on any road or highway.

Permits and Taxes: Each of Seller and Buyer shall procure in its own name all permits, licenses, and other authorizations that may be required in order to perform its respective obligations under this Purchase Order.

Unless expressly noted otherwise in this Agreement, all pricing shall be exclusive of any all taxes or fees as defined under this Section. Buyer shall pay and indemnify Seller for all sales tax, excise taxes and other taxes, license fees, environmental levies (including without limitation the federal oil spill and superfund taxes and fees), inspection fees, or other charges imposed by any agency or governmental authority and required to be paid on, or measured by gross receipts from, any Product sold pursuant to this Agreement or on the production, manufacture, sale, use, delivery or other handling of such Product or any component thereof, existing at the time of any delivery hereunder. The sole exception to this obligation is taxes based on or measured by Seller's income or net worth. All taxes shall be paid by Buyer or reimbursed to Seller by Buyer. Buyer shall furnish Seller with tax exemption certificates where it claims an exemption is due. Buyer will promptly inform Seller of any changes to its tax registration or exemption status that may occur.

Damage to Equipment: If Buyer determines, in good faith, that any foreign matter in the Product delivered by Seller causes damage to electrical production, operating, receiving or handling equipment, the parties shall meet to mutually investigate the extent of the damage and to attempt in good faith to resolve the matter. Buyer shall document the damage due to the foreign matter. If it is determined that foreign matter in the Product is responsible for any of the damage, then the costs and expenses arising out of such damage shall be paid by Seller to Buyer.

Indemnity and Insurance: To the extent of its negligence or willful misconduct, each party agrees to defend, indemnify, and hold harmless (the "Indemnifying Party") the other party, its directors, officers, employees, and agents (the "Indemnified Party"), from any and all damage, loss, claim, demand, suit, liability, penalty, or forfeiture of every kind and nature—including, but not limited to, costs and expenses of defending against the same and payment of any settlement or judgment, therefore, by reason of (a) injuries or deaths to persons, (b) damages to or destructions of properties, (c) pollutions, contaminations of, or other adverse effects on the environment, or (d) violations of governmental laws, regulations, or orders or breaches of this Purchase Order—whether suffered directly by the Indemnified Party itself or indirectly by reason of claims, demands, or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of the Indemnifying Party, its employees, agents, subcontractors, or other representatives or from their presence on the premises of Buyer or otherwise from performance of this Purchase Order.

Seller shall provide and maintain during the term of this Purchase Order, and shall require any and all subcontractors to provide and maintain, with an insurance company authorized to do business in the Commonwealth of Kentucky and otherwise acceptable to Buyer the following insurance with proof of such coverage to be provided to Buyer within two (2) days of the date first set forth above. Limits may be met with a combination of primary and excess coverage:

Workers Compensation and Employer's Liability Policy: Seller shall submit evidence of Seller's Workers' Compensation and Employer's Liability Insurance Policy, and each such policy shall include:

1. Workers' Compensation (statutory benefits coverage) Insurance accordance with the laws of the Commonwealth of Kentucky.
2. Employer's Liability with a minimum limit of One Million Dollars (\$1,000,000) with respect to Bodily Injury Each Accident/(\$1,000,000), Bodily Injury by Disease Each Employee/(\$1,000,000), and Bodily Injury by Disease Policy Limit.

Commercial General Liability Policy: Seller shall provide evidence of Seller's policy providing Commercial General Liability Insurance, with combined single minimum limit for bodily injury and property damage of One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) General Aggregate, and the following coverage:

1. Coverage for premises and operations, including work let or sublet.
2. No exclusion of coverage for Blanket Contractual Liability to the extent covered by the policy against liability assumed by Seller under this Contract.
3. No exclusion for Broad Form Property Damage hazard.
4. Said policy shall name Buyer as an Additional Insured, with Seller's policy deemed to be primary.
5. Said policy shall be endorsed to provide that the underwriter(s) have waived their Rights of Recovery Against Others (subrogation) against Buyer and Buyer's insurance carrier(s).
6. Should policy contain a deductible clause for bodily injury or property damage liability, said deductible shall be shown on a Certificate of Insurance delivered to Buyer, and Seller's carrier shall agree to pay any such claims "first dollar" and then recover the deductible amount from Seller.

Commercial Automobile Liability Insurance Policy: Seller shall provide evidence of Seller's Commercial Automobile Liability Insurance covering the use of all owned, non owned, and hired vehicles, with a minimum combined single limit for bodily injury and property damage of Two Million Dollars (\$2,000,000) each accident with respect to Seller's vehicles assigned to or used in performance of work under this Purchase Order. Said policy shall name Buyer as an Additional Insured with said policy designated to be primary. Said policy shall include an endorsement providing that the underwriter(s) have waived their Rights of Recovery Against Others (subrogation) against Buyer and Buyer's insurance carrier(s). Should policy contain a deductible clause for bodily injury or property damage liability, said deductible shall be shown on the Certificate of Insurance, and Seller's carrier shall agree to pay any such claims "first dollar" and then recover the deductible amount from Seller.

Umbrella/Excess Liability Insurance: Employer Liability, Commercial General Liability, and Commercial Automobile Liability, and if applicable, Environmental Impairment ("Pollution") Liability Insurance. Seller shall provide a minimum Three Million Dollars (\$3,000,000) Each Occurrence and, Three Million Dollars (\$3,000,000) in aggregate umbrella/excess liability insurance. Said policy shall be "follow-form" to the extent of coverage in provisions in the primary forms Employer Liability, Commercial General Liability, and Commercial Automobile Liability, with regards to coverage terms and policy provisions. Said coverage must continue in force for a minimum of two (2) years from the date of expiration or termination of this Purchase Order.

The above policies to be provided by Seller shall be written by companies satisfactory to Buyer or having a Best Rating of not less than A—"Excellent"). These policies shall not be materially changed or cancelled except with a thirty (30) day written notice to Buyer from the Seller and the Insurance Carrier. Evidence of coverage, notification of cancellation, or other changes shall be mailed to:

East Kentucky Power Cooperative, Inc.
ATTN: Fuel and Emissions Department
P. O. Box 707
Winchester, KY 40392-0707

Minimum limits and coverage required under this Section should not be construed to necessarily be adequate for Seller's own insurance and risk management needs. Buyer reserves the right to request and receive a summary of coverage of any of the above policies or endorsements. Seller's failure to provide the insurance required above shall permit Buyer to suspend shipments under this Purchase Order until such breach is remedied and to pursue all other remedies permitted by the Uniform Commercial Code.

Warranties; Limitation of Liability: Seller warrants that the Product sold to Buyer hereunder will meet ASTM specifications and that Seller will convey good title to the Product supplied hereunder, free of all liens and claims of third parties, to Buyer. SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED; AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT. Seller's liability in the event of breach of the foregoing warranty shall be limited to, at Seller's option, (i) replacement of the non-conforming Product supplied by it; or (ii) refunding the purchase price paid by Buyer for such Product. Any claims that the Product delivered does not conform to the description set forth in this Purchase Order are waived unless presented in writing by Buyer to Seller within twenty-four (24) hours after delivery of such Product; provided, however, that such claims shall be waived immediately upon the commingling of such Product with other petroleum products or materials upon or after delivery.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES IS REASONABLY FORESEEN, OR FOR SPECIFIC PERFORMANCE; NOR SHALL SELLER BE IN ANY WAY LIABLE FOR USE OF THE PRODUCT.

Default in Payment: In the event (a) Buyer's Standard and Poor's financial rating is less than B-; (b) any invoice is not paid when due; (c) Buyer's prior approval for third party credit insurance has been reduced or revoked; (d) Buyer's financial status becomes otherwise insecure; or (e) Buyer becomes insolvent or commits an act of bankruptcy, Seller may, at its option: (i) immediately suspend or condition further deliveries under this Purchase Order without notice to Buyer; (ii) require that Buyer make only cash payments for products hereunder; and/or (iii) require that Buyer provide such security, as Seller determines necessary or desirable, for Buyer's payment and performance under this Purchase Order. Upon Buyer's failure to timely pay any amount due to Seller hereunder, all unpaid balances shall become immediately due and payable, and such amount shall accrue interest at the rate of eighteen percent (18%) per annum or the maximum interest rate allowed by law, whichever is greater, and shall be payable with all costs of collection, including, without limitation, Seller's attorneys' fees. The accrual of interest on such amounts shall not prejudice any other remedies available to Seller under this Purchase Order or applicable law.

Breach: (a) An event of default ("Event of Default") with respect to a party (the "Defaulting Party") shall mean any of the following:

- (i) the failure of Defaulting Party to pay when due any required payment where such failure is not remedied within five (5) days after written notice thereof, provided the payment is not subject to a good faith dispute;
- (ii) repeated failure of the Defaulting Party to deliver or to accept delivery of the quantity of Product to be delivered as scheduled and meeting the quality specifications of this Purchase Order unless excused by Force Majeure, other express contractual provisions hereof, or the other party's failure to perform; or
- (iii) the insolvency, bankruptcy, or assignment for the benefit of creditors of either party.

(b) Upon the occurrence and during the continuance of an Event of Default, as to the Defaulting Party, the other party may:

- (i) withhold any payments due to the Defaulting Party until such Event of Default is cured;
- (ii) suspend performance of its obligations under this Agreement until such Event of Default is cured;
- (iii) pursue all remedies and recover all damages set forth for buyers or sellers, as applicable, under the Uniform Commercial Code, as enacted (including but not limited to the right to "cover" pursuant to KRS 355.2-712); or
- (iv) terminate by written notice this Purchase Order as of any date specified by the non-Defaulting Party within thirty (30) Days after such notice is given, however, such notice shall not be required where Defaulting Party files for a voluntary bankruptcy proceeding or similar proceeding.

Such rights and remedies shall be in addition to any other right or remedy the non-Defaulting Party may have at law, including under the Uniform Commercial Code, or in equity.

Non-Assignability; Choice of Law; Venue; Waiver of Jury Trial: This Purchase Order may not be assigned except by the written consent of said parties, which consent shall not be unreasonably withheld. This Purchase Order is governed by the laws of the Commonwealth of Kentucky, without regard to its choice of law principles. The parties hereto agree that any disputes that may arise under this Purchase Order that culminates in litigation shall be instituted and tried in the Circuit Court of Clark County, Kentucky, with such court having sole and exclusive jurisdiction. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY).

Entire Agreement: This instrument contains the entire contract between the parties, and there are no representations, understandings, or agreements, oral or written, which are not included or expressly referred to herein.

Severability: If any provision of this Purchase Order or its application are held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other applications of that provision, and of all other provisions and applications hereof, will not in any way be affected or impaired. If any court of competent jurisdiction shall determine that any provision of this Purchase Order is in any way unenforceable, such provision shall be reduced to whatever extent is necessary to make such provision enforceable.

Fair Competitive Bidding: This purchase order has been awarded to Seller pursuant to a fair and confidential competitive bidding process. By entering this purchase order, Seller represents and warrants that it did not promise or deliver anything of significant value to, or solicit or receive any confidential competitive bidding information regarding this purchase order from, any officer, director, agent or employee of Buyer, or any member of their families. Buyer shall have the right to terminate this Purchase Order should it determine that this representation of Seller is false.

COMPLIANCE WITH APPLICABLE LAWS; SAFETY; DRUG AND ALCOHOL TESTING

Applicable Laws and Safety: Seller (which, for purposes of this Article, also includes its subcontractors/carriers) agrees to follow applicable laws and reasonable safety protocols and be responsible for the final delivery to, and on, Buyer's Plant Site (hereinafter, "Deliveries") and to protect Buyer's facilities, property, employees, and third parties from damage or injury to the extent such damages or injury is a direct result of SELLER'S negligence or willful misconduct. Seller shall at all times comply with all Applicable Laws and facility rules, including without limitation those relating to health and safety, in connection with the Deliveries and has all applicable permits and approvals necessary to perform the Deliveries. Without limiting the foregoing, Seller shall strictly abide by and observe all standards of the Occupational Safety & Health Administration (OSHA) which are applicable to the Deliveries being performed by Seller now or in the

future, all of which are incorporated herein by reference. While performing Deliveries, Seller shall keep the Deliveries site free from debris caused by Seller and not impair the safe and orderly condition of said site. Buyer shall have the right but not the obligation to review Seller's compliance with safety and cleanup measures.

BUYER is both owner and operator of all of the storage tanks, pipes, pumps and other related equipment (collectively the "Storage Tanks") in which SELLER is to place/deliver the fuel product acquired by BUYER pursuant to this Agreement. BUYER represents that its Storage Tanks are in such condition that are in compliance with all applicable rules and regulations applicable to such Storage Tanks. BUYER must notify SELLER prior to a delivery if the Storage Tank is prohibited from receiving fuel product for any reason, including if prohibited by applicable governmental authorities.

Hazards and Training: Seller shall furnish adequate numbers of trained and qualified personnel and appropriate safety and other equipment reasonably suitable for performance of the Deliveries. Such personnel shall be skilled and properly trained to perform the Deliveries. Without limiting the foregoing, Seller shall participate in any safety orientation or other of Buyer's safety initiatives and shall strictly comply with any monitoring initiatives as determined by Buyer.

Drug and Alcohol: No person will perform any of the Deliveries while under the influence of drugs or alcohol. All persons who will perform any of the Deliveries may be subject to drug and alcohol testing under either of the following circumstances: (i) where the person's performance either contributed to an accident or cannot be completely discounted as a contributing factor to an accident which involves off-site medical treatment of any person; and (ii) where Buyer determines in good faith that there is reasonable cause to believe such person is using drugs or alcohol or may otherwise be unfit for duty. Such persons will not be permitted to perform any Deliveries until the test results are established. Seller shall use commercially reasonable efforts to administer and conduct drug and alcohol testing at its sole expense as well as on all of its employees and/or subcontractors performing the Deliveries and shall so certify in writing if so requested. As applicable and in addition to any other requirements and/or this Agreement, Seller shall develop and strictly comply with any and all drug testing requirements as required by Applicable Laws.

Should Seller have actual knowledge of violations of any of the herein stated policies of conduct in this Agreement, whether by its own employees, agents, representatives or its subcontractors, Seller has an affirmative obligation to immediately report any such known, perceived and/or anticipated violations to the Buyer in care of Buyer's Safety Manager at Headquarter Location or safety coordinator at the applicable facility.

Notice to Owners: Seller shall promptly report in writing to Buyer all accidents or incidents, including property damage, arising out of or in connection with the Deliveries, and after conducting an investigation, provide Buyer with details of the accident/incident, if any. Notice shall be given to Buyer's Safety Manager at Headquarters or to the onsite Safety Coordinator for the applicable facility.