

## CHRISTY COMPANIES TERMS AND CONDITIONS OF PURCHASE

### 1. **Applicability**

(a) These terms and conditions of purchase (these “**Terms**”) are the only terms that govern the purchase of the goods (the “**Goods**”) and services (the “**Services**”) by Christy Minerals, LLC (the “**Buyer**”) from the seller (the “**Seller**”) named in the purchase order, request for quotation, or other purchase document issued by the Buyer into which these Terms are incorporated (the “**Purchase Order**”). Notwithstanding anything in these Terms to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered by these Terms, the terms and conditions of that contract will prevail to the extent that they are inconsistent with these Terms.

(b) The Purchase Order and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Buyer will not be bound by any provisions additional to or at variance with these Terms that may appear in the Seller’s quotation, acknowledgement, confirmation, invoice, or in any other prior or later communication from the Seller to the Buyer unless the provision is expressly agreed to by the Buyer in writing signed by the Buyer. This Agreement expressly limits the Seller’s acceptance to the terms of this Agreement. Fulfillment of this Purchase Order constitutes acceptance of these Terms.

### 2. **Delivery of the Goods and Performance of the Services**

(a) The Seller shall deliver the Goods in the quantities and on the date or dates specified in the Purchase Order or as otherwise agreed in writing by the parties (the “**Delivery Date**”). If no delivery date is specified in the Purchase Order, the Seller shall deliver the Goods within 30 days of the Seller’s receipt of the Purchase Order.

(b) The Seller shall deliver all Goods to the address specified in the Purchase Order (the “**Delivery Point**”) during the Buyer’s normal business hours or as otherwise instructed by the Buyer. The Seller shall pack all goods for shipment according to the Buyer’s instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. The Seller shall provide the Buyer prior written notice if it requires the Buyer to return any packaging material. Any return of packaging material will be made at the Seller’s risk of loss and expense.

(c) The Seller shall provide the Services to the Buyer as described and in accordance with the schedule set forth the Purchase Order and in accordance with the terms and conditions set forth in these Terms.

(d) Time is of the essence with respect to the Seller's performance under this Agreement; therefore, failure by the Seller to deliver the Goods in full on or before the Delivery Date or to perform the Services in strict accordance with the performance dates, timetables, project milestones, and other requirements in this Agreement will be a material breach of this Agreement.

3. **Quantity.** The Seller shall not deliver more or less than the quantity of the Goods ordered without the Buyer's written consent; otherwise, the Buyer may reject such nonconforming orders. Any such rejected Goods will be returned to the Seller at the Seller's sole risk and expense. If the Buyer does not reject the Goods and instead accepts the delivery of the Goods at the increased or reduced quantity, the Price for the Goods will be adjusted on a pro-rata basis.

4. **New Materials.** Unless otherwise specified in the Purchase Order, the Goods and all components thereof to be furnished under this Agreement shall be new (not used or reconditioned) and shall not have been previously rejected by the Buyer or any of the Seller's other customers. No substitutions of materials or accessories may be made without Buyer's written consent. The Seller shall remove from Goods or equipment rejected or not purchased by the Buyer any logo, insignia, name, trade name, symbol, decorative sign, evidence of inspection, or other related markings of the Buyer or any of its related entities before any sale, use, or disposition.

5. **Shipping Terms.** Unless otherwise specified in the Purchase Order, delivery shall be made FOB Delivery Point in accordance with the terms set forth in the Purchase Order. The Purchase Order number must appear on all shipping documents, shipping labels, invoices, correspondence, and any other documents pertaining to the Purchase Order.

6. **Title and Risk of Loss.** Title and risk of loss will pass to the Buyer upon delivery of the Goods at the Delivery Point.

7. **Inspection and Rejection of Nonconforming Goods.** The Buyer has the right to inspect the Goods on or after the Delivery Date. The Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines that the Goods are nonconforming or defective. If the Buyer rejects any portion of the Goods, then the Buyer has the right, effective upon written notice to the Seller, to: (1) rescind this Agreement in its entirety; (2) accept the Goods at a reasonably reduced price; or (3) reject the Goods and

require replacement of the rejected Goods. If the Buyer requires replacement of the Goods, then the Seller shall, at its expense, promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If the Seller fails to timely deliver replacement Goods, then the Buyer may replace them with goods from a third party and charge the Seller the cost thereof and terminate this Agreement for cause under section 20. Any inspection or other action by the Buyer under this section will not reduce or otherwise affect the Seller's obligations under this Agreement, and the Buyer will have the right to conduct further inspections after the Seller has carried out its remedial actions.

8. **Price.** The price of the Goods and the Services is the price stated in the Purchase Order (the "**Price**"). If no price is included in the Purchase Order, the Price will be the price set out in the Seller's published price list in force as of the date of the Purchase Order. Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties, and fees and applicable taxes, including, but not limited to, all sales, use, or excise taxes. No increase in the Price will be effective, whether due to increased duties, tariffs, material, labor, or transportation costs or otherwise, without the prior written consent of the Buyer.

9. **Payment Terms.** The Seller shall issue an invoice to the Buyer on or after the completion of delivery and only in accordance with these Terms and in all cases within 90 days after completion of delivery. The Buyer shall pay all properly invoiced amounts due to the Seller within 60 days after the Buyer's receipt of the applicable invoice, except for any amounts disputed by the Buyer in good faith. Without prejudice to any other right or remedy it may have, the Buyer may set off at any time any amount owing to it by the Seller against any amount payable by the Buyer to the Seller.

10. **The Seller's Obligations Regarding the Services.** The Seller shall:

- (1) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;
- (2) comply with all rules, regulations, and policies of the Buyer, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by the Buyer to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures;

- (3) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by the Seller in providing the Services in such form as is acceptable to the Buyer. During the term of this Agreement and for a period of two years thereafter, upon the Buyer's written request, the Seller shall allow the Buyer to inspect and make copies of such records and interview the Seller's personnel in connection with the provision of the Services;
- (4) obtain the Buyer's written consent before entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of the Seller, other than the Seller's employees, to provide any Services to the Buyer (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). The Buyer's approval will not relieve the Seller of its obligations under this Agreement, and the Seller will remain fully responsible for the performance of each Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were the Seller's own employees. Nothing contained in this Agreement will create any contractual relationship between the Buyer and any of the Seller's subcontractors or suppliers;
- (5) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement;
- (6) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified, or accredited as required by applicable law and are suitably skilled, experienced, and qualified to perform the Services;
- (7) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the Buyer; and
- (8) keep and maintain any equipment of the Buyer in its possession in good working order and not dispose of or use such equipment other than in accordance with the Buyer's written instructions or authorization.

11. **Change Orders.** The Buyer may at any time, by written instructions and/or drawings issued to the Seller (each a "**Change Order**"), order changes to the Services. The Seller shall within ten days of receipt of a Change Order submit to the Buyer a firm cost proposal for the Change Order. If the Buyer accepts the cost proposal, then the Seller shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Agreement.

The Seller acknowledges that a Change Order may or may not entitle the Seller to an adjustment in the Seller's compensation or the performance deadlines under this Agreement.

**12. Warranties**

(a) Unless otherwise specified in the Buyer's purchasing documents, the Seller warrants to the Buyer that for a period of 18 months from the Delivery Date, all Goods will:

- (1) be free from any defects in workmanship, material, and design;
- (2) conform to applicable specifications, drawings, designs, samples, and other requirements specified by the Buyer;
- (3) be fit for their intended purpose and operate as intended;
- (4) be merchantable;
- (5) be free and clear of all liens, security interests, or other encumbrances; and
- (6) not infringe or misappropriate any third party's patent or other intellectual property rights.

These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by the Buyer.

(b) The Seller warrants to the Buyer that it will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and that it will devote adequate resources to meet its obligations under this Agreement.

(c) The warranties set forth in this section 12 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of the Buyer's discovery of the noncompliance of the Goods or the Services with the foregoing warranties.

**13. Warranties of Third Parties.** The Seller shall obtain from each vendor and manufacturer furnishing any material or equipment to be incorporated in the Goods covered by this Agreement a warranty extending to the Buyer and the Seller that such materials and equipment shall (1) be new, (2) be free from defects in design, workmanship, and materials, and (3) conform to generally recognized standards of quality and fitness for purpose. Such

warranty shall be for a period of not less than 18 months from the date of delivery. The Seller shall assist Buyer to the extent requested by Buyer in the enforcement of such warranties.

#### 14. **Software**

(a) The Seller warrants that any software sold under this Agreement will be accompanied by sufficiently clear and complete user-level documentation, and that such software shall contain and perform reliably all functions described in such documentation and in accordance with the requirements of this Agreement. If the Buyer reports to the Seller any deficiencies in software operation within the 12-month period following delivery of the software, then the Seller will, at the Seller's expense, take all reasonable and appropriate action to correct such deficiencies, provided such deficiencies were not caused by the deliberate actions of the Buyer or its employees acting contrary to the accompanying documentation.

(b) The Seller shall use commercially reasonable measures to screen the software to avoid introducing any virus or other destructive programming that are designed (A) to permit unauthorized access or use by third parties to the software installed on the Buyer's systems, or (B) to disable or damage the Buyer's systems. The Seller shall not insert into the software any code or other device that would have the effect of disabling or otherwise shutting down all or any portion of the software. The Seller shall not invoke such code or other device at any time, including upon expiration or termination of this Agreement for any reason.

(c) To the best of the Seller's knowledge, the Buyer's permitted use of the software will not infringe the intellectual property of any third party.

(d) The Seller warrants that there is no pending or threatened litigation that would have a material adverse impact on its performance under this Agreement.

(e) If the Seller provides any third-party software (the "**Third-Party Software**") to the Buyer in connection with this Agreement, the following will apply: the Seller warrants that (A) it has the right to license any Third-Party Software to the Buyer under this Agreement; (B) to the best of the Seller's knowledge, the Third-Party Software does not, and the use of the Third-Party Software by the Buyer, will not infringe any intellectual property rights of any third party; and (C) unless specifically provided otherwise in this Agreement, the Buyer will have no obligation to pay any third party any fees, royalties, or other payments for the Buyer's use of any Third-Party Software in accordance with the terms of this Agreement. The Seller shall support and maintain the Third-Party Software to the same extent as software purchased under this Agreement.

(f) The Seller will provide support and maintenance to the Buyer at the Seller's expense for five years after delivery of the software to the Buyer, including, as necessary, on-site support.

15. **General Indemnification.** The Seller agrees to indemnify, defend, and hold the Buyer and any and all related entities, affiliates, parents, subsidiaries, agents, representatives, officers, directors, and employees ("**Indemnitees**") harmless from any and all claims, demands, suits, damages, consequential damages, loss, liability, expenses, attorney fees, and costs of any kind or nature whatsoever ("**Losses**"), arising out of or resulting from the Seller's Goods or Services; including, but not limited to, claims arising out of injuries to persons (including death resulting therefrom) and damages to property and property rights, the Buyer's property and property rights, whether arising before or after the term of this Agreement, and whether based in whole or in part, upon the negligence of the Buyer or its agents, employees, or representatives; provided however, that the foregoing shall not be construed as an agreement to indemnify the Buyer against liability for damages caused by or resulting from the sole negligence of the Buyer where such agreement would be in violation of the law governing this Agreement. The Seller shall not enter into any settlement without the Buyer's or Indemnitee's prior written consent. If such an agreement would be in violation of the law governing this Agreement, but an agreement to purchase insurance covering said liability would be enforceable, then Seller shall procure such insurance. The Seller waives right of subrogation against the Buyer.

16. **Intellectual Property Indemnification.** The Seller shall, at its expense, indemnify and defend the Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that the Buyer's or Indemnitee's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret, or other intellectual property right of any third party. The Seller shall not enter into any settlement without the Buyer's or Indemnitee's prior written consent.

17. **Limitation of Liability.** Nothing in this Agreement will exclude or limit (1) the Seller's liability under this Agreement, or (2) the Seller's liability for fraud, personal injury, or death caused by its negligence or willful misconduct.

18. **Insurance**

(a) As an express condition and covenant of this Agreement, the Seller shall satisfy the insurance and specifications set forth in this section. The Seller shall furnish the Buyer and all other parties required by the Buyer with an original Certificate of Insurance.

(b) Insurance requirements are listed below and are the minimum coverage requirements. All policies must be written by a company licensed to do business in the State of Missouri and have an A.M. Best rating of at least an "A VII". The certificates and the insurance policies required shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Buyer.

(i) Comprehensive Commercial General Liability: Occurrence Form including Products Liability, Completed Operations, Broad Form Property Damage Coverage and Contractual Liability covering the indemnification provisions contained in this Agreement (see Sections 15 and 16):

\$5,000,000 Limit per Occurrence

\$5,000,000 Limit Personal & Advertising Injury

\$10,000,000 General Aggregate Limit\*

\$10,000,000 Products/Completed Operations Limit

\*General Aggregate Limit must apply on a Per Project/Location basis.

Additional Insured status must be provided for the Buyer and all other parties required by the Buyer. Additional Insured coverage must apply on a Primary and Non-Contributory basis. The Seller shall maintain Comprehensive General Liability coverage for itself and all additional insureds for the duration of this Agreement and maintain Products/Completed Operations coverage for itself and each additional insured for at least 3 years thereafter.

(ii) Workers Compensation: Statutory Coverage including Employer's Liability at the following limits: \$1,000,000 Employer's Liability; \$1,000,000 disease policy limit; and \$1,000,000 disease each employee.

(iii) Comprehensive Automobile Liability: \$1,000,000 Combined Single Limit including any auto (all owned autos, hired autos, and non-owned autos). Additional Insured status must be provided for the Buyer and all other parties required by the Buyer, if any.

(iv) Umbrella Liability: \$10,000,000 Limit in excess of the underlying primary insurances coverages listed above.

19. **Compliance with Law.** The Seller shall comply with all applicable laws, regulations, rules, and ordinances. The Seller shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. The Seller shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by the Seller. The Seller assumes all responsibility for shipments of Goods requiring any government import clearance. The Buyer may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on the Goods.

20. **Termination.** In addition to any remedies that may be provided under these Terms, the Buyer may terminate this Agreement with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods or the Seller's delivery of the Services, if the Seller has not performed or complied with any of these Terms, in whole or in part. If the Seller becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, then the Buyer may terminate this Agreement upon written notice to Seller. If the Buyer terminates this Agreement for any reason, then the Seller's sole and exclusive remedy is payment for the Goods received and accepted and the Services accepted by the Buyer before the termination.

21. **Amendment and Waiver.** No amendment, modification, supplement, termination, consent, or waiver of any provision of this Agreement, nor consent to any departure therefrom, will be effective unless it is in writing and is signed by the party against whom enforcement is sought. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.

22. **Confidentiality.** All non-public, confidential, or proprietary information of the Buyer, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by the Buyer to the Seller, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by the Buyer in writing. Upon the Buyer's request, the Seller shall promptly return all documents and other materials received from the Buyer. The Buyer will be entitled to injunctive relief for any violation of this section.

23. **Force Majeure.** Neither party will be liable to the other for any delay or failure in performing its obligations under this Agreement to the extent that the delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without the party's fault or negligence, and which by its nature could not have been foreseen by the party or, if it could have been foreseen, was unavoidable ("**Force Majeure Event**"). The Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. The Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Agreement. If a Force Majeure Event prevents the Seller from carrying out its obligations under this Agreement for a continuous period of more than 30 days, then the Buyer may terminate this Agreement immediately by giving written notice to the Seller.

24. **Assignment.** The Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of the Buyer. Any purported assignment or delegation in violation of this section will be void. No assignment or delegation will relieve the Seller of any of its obligations under this Agreement. The Buyer may at any time assign or transfer any or all of its rights or obligations under this Agreement without the Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of the Buyer's assets.

25. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.

26. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties to this Agreement and their respective successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

27. **Governing Law and Forum Selection**

(a) The laws of the State of Missouri (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, validity, performance (including the details of performance), and enforcement.

(b) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding exclusively in either the United States District Court for the Eastern District of Missouri or in any court of the State of Missouri sitting in St. Louis County, Missouri, if there is no federal subject matter jurisdiction. Each party to this Agreement consents to the exclusive jurisdiction of the United States District Court for the Eastern District of Missouri and its appellate courts, and any court of the State of Missouri sitting in St. Louis County, Missouri and its appellate courts, for the purpose of all legal actions and proceedings arising out of or relating to this Agreement and agrees that the exclusive choice of forum set forth in this section does not prohibit the enforcement of any judgment obtained in that forum or any other appropriate forum.

(c) Each party waives, to the fullest extent permitted by law, any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in the United States District Court for the Eastern District of Missouri or in any court of the State of Missouri sitting in St. Louis County, Missouri, and any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

28. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “**Notice**”) must be in writing and addressed to the parties at the addresses set forth in the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (1) upon receipt of the receiving party, and (2) if the party giving the Notice has complied with the requirements of this section.

29. **Severability.** Wherever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is prohibited by or invalid under such law, the provision will be ineffective to the extent of the prohibition or invalidity, without invalidating the remainder of the provision or the remaining provisions of this Agreement.

30. **Attorney Fees.** The Seller is entitled to recover, and the Buyer shall pay, all costs, expenses, and legal fees (including the fees of attorneys and persons not admitted to the bar performing services under the supervision of an attorney) incurred by the Seller in enforcing this Agreement.

31. **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law and Forum Selection, and Survival.

The following provisions apply if the Goods and Services involve construction services to be performed at the Buyer's site (the "**Worksite**"):

32. **Acceptance of Services.** If defects are observed in the Services or the Services are not completed to the satisfaction of the Buyer, then the Seller must then correct, without additional charge to the Buyer, all identified deficiencies within ten calendar days of the notification of the Buyer or such other period as may be permitted by the Buyer. The Buyer will not process any payments for Services that have not been accepted by the Buyer. If the Seller fails to correct the identified deficiencies within the permitted period, then the Buyer may perform these tasks itself, or through third parties, and recover the cost of the remediation from any amount owed to the Seller or by charging such cost to the Seller.

33. **Hazards; Hazardous Materials.** The Seller shall immediately notify the Buyer of any hazard it discovers, as well as hazardous materials, in connection with the Services.

34. **Security; Interference.** The Seller is responsible for ensuring that any of its personnel do not disturb the personal property of the Buyer. The Seller shall use its best efforts to minimize inconvenience to the Buyer.

35. **Clean-up.** The Seller shall keep the Worksite and surrounding area free from accumulation of waste materials or rubbish caused by the Services. At completion of the Services, the Seller shall remove rubbish, the Seller's equipment, waste, and surplus material that are not the property of the Buyer from the Worksite.

36. **Inadequate Materials.** The Buyer can request the removal or replacement by the Seller, at no additional cost to the Buyer, of any Goods provided by the Seller that do not meet the specifications of the Agreement. The Seller must remove or replace such Goods within ten calendar days of the notification by the Buyer or such other period permitted by the Buyer. If the Seller fails to correct the identified deficiencies within the permitted period, the Buyer may perform these tasks itself, or through third parties, and recover the cost of the remediation from any amount owed to the Seller or by charging such cost to the Seller.

37. **Equipment.** All equipment, including tools, utilized or provided by the Seller in the performance of the Services must be in optimum functioning condition and made of the best quality in its respective class, and must comply with the specifications of the Agreement, if

applicable. Delivery, storage, maintenance, and handling of equipment utilized or provided by the Seller are the responsibility of the Seller. The Buyer can request the replacement of any equipment utilized or provided by the Seller which, in the Buyer's opinion, does not meet the specifications of the Agreement. Where the Buyer provides equipment, the Seller agrees to keep such equipment in good order and not permit waste (ameliorative or otherwise) or damage to the same. The Seller shall return equipment provided by the Buyer to the Buyer in substantially the same condition as when the Seller began using the same, ordinary wear and tear excepted.

38. **Lien Waivers.** As a condition to payment, the Seller shall provide to the Buyer, the Buyer's and its subcontractor's, materialmen, and suppliers lien waiver waiving lien rights against the Worksite and all property that is related to the Services to the extent covered by the payment.

39. **Indemnification Procedures Relating to Liens.** Upon the request of the Buyer, the Seller shall immediately cause the effect of any lien to be removed from the Worksite and all property that is related to the Services. The Seller may litigate any lien provided the Seller causes the effect thereof to be removed promptly in advance from the Worksite and all property that is related to the Services. If the Seller fails to have a lien promptly removed, then the Buyer may use any means to have such lien removed and the Buyer may recover all related costs from any amount owed to the Seller or by charging the cost to the Seller.