



Purchase Order General Terms and Conditions

1. DEFINITIONS: These General Terms and Conditions are referred to below as "Terms & Conditions." As used herein, "Buyer" means that subsidiary of Williams MLP Operating LLC named on the document titled "Purchase Order" and "Seller" means the seller of the goods, or goods and incidental services, ("Goods"), that are the subject of the Purchase Order. These Terms and Conditions are incorporated into the Purchase Order.

2. ENTIRE CONTRACT: The entire contract between Buyer and Seller is contained in the Purchase Order, except such other terms as may be specifically incorporated in the Purchase Order by reference. No alleged oral promises or conditions not set forth in the Purchase Order will be binding upon Buyer or Seller, and any prior negotiations between the parties are merged into the Purchase Order.

3. ACCEPTANCE: Seller's written acceptance, receipt of payment, commencement of work on, or shipment of all or any portion of the Goods, whichever occurs first, will be deemed an acceptance of Buyer's offer. Any additional or different term or condition stated by Seller in any acknowledgement form, or otherwise acknowledging or accepting the Purchase Order, is deemed by Buyer to be a material alteration of the Purchase Order and is hereby rejected by Buyer unless specifically accepted by Buyer in writing. Buyer's acceptance of the Goods will not constitute acceptance by Buyer of any such additional or different terms or conditions not specifically accepted by Buyer in writing. No course of dealings, usage or of any trade or course of performance shall modify, supplement or explain any terms and conditions of the Purchase Order. Buyer's offer is conditioned upon Seller's acceptance of the Terms & Conditions.

4. INSPECTION: The Goods will be subject to Buyer's inspection and approval. Inspection may take place at the location of Seller or its supplier, or at the ultimate destination. Failure to inspect and accept or reject the Goods or any part thereof, or failure to detect defects by inspection, will not constitute a waiver of any of Buyer's rights or remedies or relieve Seller of any of its obligations under the Purchase Order. If any inspection is performed at the location of Seller or its supplier, Seller without additional charge will provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. At Buyer's option, defective Goods, or parts thereof, may be repaired or replaced by Seller at Buyer's facility or wherever the Goods or parts are located, or may be returned to Seller's facility or to an authorized repair center, all at Seller's expense. Defects shall not be deemed waived by Buyer's failure to notify Seller upon receipt of Goods or by payment of any invoice. Seller shall, for a period of three (3) years after the date of shipment of the Goods sold hereunder, retain all documents, which relate to the Goods and the Purchase Order, and shall make those documents available to Buyer for inspection and copying upon request.

5. WARRANTIES: Seller warrants and represents that the Goods sold hereunder will **a.** conform to the specifications set forth in the Purchase Order and be free from intellectual property infringement. **b.** be of merchantable quality, free from all defects in design, workmanship and materials, and fit for the purposes for which they are purchased, and **c.** in strict accordance with the specifications samples, drawings, designs or other requirements (including performance specifications) approved or adopted by Buyer. Seller further warrants that all Goods covered by the Purchase Order were manufactured, produced and/or performed in compliance with all applicable laws, rules, orders and regulations, and that Seller has merchantable title to all Goods free and clear of any security interests, liens or other encumbrances. Seller will remedy any warranty claim by either replacement or repair, at Buyer's option, as soon as reasonably practicable after notification from Buyer of such warranty issue. Any attempt by Seller to limit, disclaim, or restrict any warranties or remedies of Buyer by acknowledgement or otherwise in accepting or performing the Purchase Order will be null, void and ineffective without Buyer's written consent.

6. INDEMNITY: Seller agrees to release, indemnify, defend and hold harmless Buyer, its parent, subsidiary, and affiliated companies, all predecessor and successor entities, and the shareholders, principals, directors, officers, employees, agents, contractors (other than Seller herein), and insurers of any of the foregoing (collectively, "Buyer Group"), from and against any and all claims, causes of action, suits, costs (including court costs and attorney's fees), losses, damages, injuries, fines, penalties, or liabilities of every kind and character whatsoever arising out of or relating in any way to (1) Seller's failure to comply with all laws, rules, and regulations which are now or may become applicable to Seller in connection with the Goods sold hereunder; (2) Failure of the Goods to comply with all laws, rules, and regulations which are now or may become applicable to them; (3) any bodily injury (including death) or damage to or loss of property in favor of Seller, Seller's officers, employees, subcontractors (or their employees), agents, or invitees, incurred in the performance of this Purchase Order regardless of the cause or causes thereof and regardless of whether liability therefore is based upon the negligence or fault (active or passive) of Buyer Group, or any theory of strict liability or defect of premises; (4) the acts or omissions, negligence, willful misconduct, or breach of the Purchase Order by Seller or Seller's officers, employees, subcontractors (or their employees), agents, or invitees in the performance of the Purchase Order; and (5) the Goods, or the manufacture, sale, normal use or other normal disposition thereof, infringing any patent, trademark, copyright, trade secret or other intellectual property right held by a third party.

7. DEFAULT: Seller will be in default if Seller: (i) breaches the Purchase Order and fails to cure the breach within three (3) days following Seller's receipt of notice from Buyer advising of the breach, or if such condition is not reasonably capable of being cured within such time, fails to commence a cure during such three (3) day period and diligently pursues the cure; (ii) makes an assignment for the benefit of creditors or consents to or acquiesces in the appointment of a receiver, liquidator, fiscal agent, or trustee; or (iii) becomes insolvent or enters into a voluntary or involuntary bankruptcy or receivership (singularly and collectively, a "Default"). If Seller is in Default, Buyer may, in its sole discretion, avail itself of any of the following remedies: (i) elect not to pay Seller for any monies due for the purpose of set off against and to the extent of Buyer's damages caused by the Default, (ii) immediately cancel the Purchase Order without further liability to Seller, or suspend Buyer's performance hereunder, in whole or in part, or (iii) pursue and enforce any other rights or remedies of Buyer hereunder or available under the law.

8. CANCELLATION FOR CONVENIENCE: Buyer reserves the right to cancel the Purchase Order, in whole or in part, for convenience at any time by providing written notice to Seller. Upon receipt of such notice, Seller will, to the extent set forth in the notice, (i) immediately stop performance, (ii) cancel all applicable orders or subcontracts, and (iii) preserve and protect any materials on hand purchased for or committed to the Purchase Order, work in progress, and completed Goods, pending Buyer's instructions,

(iv) comply with Buyer's directions to terminate delivery of the Goods, and (v) promptly use commercially reasonable efforts to minimize the amount of third party termination charges. Buyer will pay for Seller's performance under the Purchase Order satisfactorily completed as of the date of receipt of Buyer's notice of cancellation, as substantiated by documentation satisfactory to and verified by Buyer together with third party termination charges ("Cancellation Payment"). Buyer shall not have liability from the cancellation of the Purchase Order beyond the Cancellation Payment.

9. TITLE, RISK OF LOSS, AND TAXES: Title and risk of loss to Goods will pass from Seller to Buyer upon delivery of Goods at the delivery point ("Delivery Point") identified under Freight Terms in the Purchase Order and as further described in this section. When the Delivery Point is origin, delivery occurs at the moment the Goods are finally loaded on to the transporter for departure from the location of Seller or its supplier. When the Delivery Point is destination, delivery occurs upon the arrival of the transporter at the final delivery destination. A transporter includes a rail car, truck, marine vessel or other carrier. Unless otherwise specifically provided in the Purchase Order, ownership and title to the Goods will pass from Seller to Buyer at the Delivery Point. Seller will pay or cause to be paid all taxes, fees, levies, penalties, licenses, charges or interest imposed by any government authority ("Taxes") on or with respect to the Goods prior to or at the Delivery Point(s). Buyer will pay or cause to be paid all Taxes on or with respect to the Goods after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility, the party responsible for such Taxes will promptly reimburse the other party for the Taxes.

10. RELATIONSHIP: Seller is an independent contractor, and all persons engaged by Seller or Seller's contractors of any tier, in connection with the Purchase Order will be deemed to be Seller's agents or employees and not Buyer's agents or employees.

11. BUYER'S MATERIALS: Materials furnished by Buyer under the Purchase Order will be deemed as held by Seller in trust for application to the Purchase Order and title to the materials will at all times remain with Buyer. Buyer supplied materials, while in Seller's or its representatives' custody or control will be (i) held at Seller's risk, (ii) kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Buyer, and (iii) subject to removal at Buyer's written request, in which event, Seller will redeliver to Buyer in the same condition as originally received by Seller, subject to reasonable wear and tear. Seller will pay for all materials not incorporated into the Goods or returned.

12. INVOICES. Unless provided otherwise in the Purchase Order, Seller waives its right to payment for any amounts not invoiced within ninety (90) days following final delivery of the Goods.

13. ASSIGNMENT: Neither this Purchase Order nor any part hereof nor any right, duty or obligation hereunder may be transferred, assigned or delegated or subcontracted by Seller without Buyer's prior written consent. However, Buyer may assign, delegate or transfer any or all rights, duties or obligations under the Purchase Order.

14. GENERAL: The rights and obligations under the Purchase Order will be governed by the laws of the State of Oklahoma, U.S.A., but without regard to conflicts of law principles. Disputes arising out of the Purchase Order will be decided in the exclusive jurisdiction of the federal and state courts located in Oklahoma County, Oklahoma. No delay or omission by Buyer in exercising and right or remedy will constitute a waiver of such right or remedy. The Terms and Conditions can be modified only by a writing signed by both of the parties, except as otherwise expressly provided in these Terms and Conditions. If any provision of the Purchase Order is determined by any court or arbitrator to be unenforceable, the provision will be deleted, and the balance of the Purchase Order will be binding. The indemnities, representations and warranties set forth in the Purchase Order will survive the termination or expiration of the Purchase Order. Time is of the essence for this Purchase Order.