Order	**CEI475879**
Order Date	**28-MAR-2025**
Change Order	**0**
Change Order Date	**28-MAR-2025**
Revision	**0**
Ordered	**190.56 USD**

Sold To **Consol Pennsylvania Coal Company LLC**
275 TECHNOLOGY DRIVE SUITE 101
CANONSBURG, PA 15317

Supplier **AMERICAN PRODUCERS SUPPLY CO INC**
119 SECOND ST
MARIETTA, OH 45750

Bill To **Consol Pennsylvania Coal Company LLC**
275 TECHNOLOGY DRIVE SUITE 101
CANONSBURG, PA 15317
UNITED STATES

Ship To **Bailey Crabapple Portal**
192 CRABAPPLE ROAD
WIND RIDGE, PA 15380
UNITED STATES

Notes USD = US Dollar

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
	904357	**Net 30**		**None**	**Lowest Cost Carrier**

Confirm To	Deliver To Contact
Lance Miller	**PO Close User**
Phone **724-416-8320**	E-mail**serviceadmin@consolenergy.com**

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1		24.86		EA		
	COUPLER HYD ALEM 6304-C MFG - 47121462 1000023558					
	This line references Document (Blanket Purchase Agreement) B10430.					
	Requested Date		1	EA	24.86	
	4/4/25					
				Line Total	**24.86**	
2		46.757		EA		
	RATCHET 16IN CHROME LONG HANDL PROT 5450 MFG - 69465979 1000049037					
	This line references Document (Blanket Purchase Agreement) B10430.					

Purchase Order CEI475879

Line	Item	Price	Quantity	UOM	Ordered	Taxable
		Requested Date	2	EA	93.51	
		4/4/25				
				Line Total	**93.51**	
3		28.84		EA		
	TAPE MEASURING 3/8X50FT LUFKIN HW50 MFG - 41301334 1000049643 This line references Document (Blanket Purchase Agreement) B10430.					
		Requested Date	1	EA	28.84	
		4/4/25				
				Line Total	**28.84**	
4		43.35		EA		
	ROD DRILL 1IN 36IN COMMERCIAL MFG - 13423363 1000099253 This line references Document (Blanket Purchase Agreement) B10430.					
		Requested Date	1	EA	43.35	
		4/4/25				
				Line Total	**43.35**	
				Total	**190.56**	

PREPAY ALL TRANSPORTATION CHARGES, STATE TRANSPORATION CHARGES SEPARATELY FROM MATERIALS CHARGED ON INVOICES.
ATTACH TO THE INVOICE DOCUMENTATION TO SUPPORT TRANSPORTATION CHARGES. INSURE PARCEL POST SHIPMENTS WITH
INSURANCE PAID BY THE SHIPPER.
TERMS & CONDITIONS
1.

Purchase Order CEI475879

In accepting this order, Seller agrees to indemnify and defend Buyer, its shareholders, directors, officers and employees, and hold each of them harmless, from and against all claims, liabilities, losses, damages and expenses arising from liens or from infringements or alleged infringements of patents, trademarks or copyrights with respect to any goods, equipment, material or supplies furnished on this order.

2. Seller agrees to indemnify and defend Buyer, its shareholders, directors, officers and employees, and hold each of them harmless from and against any and all claims, liabilities, losses, damages and expenses resulting, in whole or in part, from (1) any act or omission, negligent or otherwise, by Seller, or Seller's agents, subcontractors or assigns in carrying out this contract, or (2) breach of any warranty or agreement hereunder. This indemnity shall not apply to the extent that any such claim, liability, loss, damage or expense is caused by the willful misconduct or negligence of Buyer. Matters covered by this indemnity include, but are not limited to, settlements, judgments, court costs, attorneys' fees and other litigation expenses incurred by Buyer arising out of actual or alleged (1) injury to or death of any persons, including employees of Seller and Buyer, or (2) loss of or damage to any property, including property of Seller or Buyer, or (3) damage to the environment.

3. Seller, its employees, agents, and subcontractors, shall be responsible for compliance with all laws, rules, and regulations respecting the reporting, containment, and cleaning up of spills or overfills of bulk chemicals such as, but not limited to, petroleum products.

4. Seller warrants that all items delivered hereunder will be free of defects in materials and workmanship, will meet all specifications set forth in this order and will comply with all applicable warranties implied at law. In the event any of such items fails to meet any such warranties or is otherwise defective, Seller shall, at Buyer's option, replace the defective item(s) or refund the purchase price including freight charges.

5. The unauthorized use of buyer's property is strictly prohibited. This policy applies to all of buyer's property including, but not limited to, buyer's computers, files/paperwork, and equipment. Any use, review, copying, distribution, disturbance and/or removal of any of buyer's property is forbidden unless prior written authorization is obtained from the responsible buyer's employee. If this policy is not adhered to in every respect, then buyer shall have the right to terminate this purchase order without any further liability or obligation to seller.

6. Buyer reserves the right to cancel this order or any portion of same if delivery is not made when and as specified, (time being of the essence of this order) and charge Seller for any loss entailed.

7. No liability shall result to either party from delay in performance or from nonperformance caused by circumstances beyond the reasonable control of such party, provided that such party is diligent in attempting to remove any such cause and promptly notifies the other party of its extent and probable duration. If, due to any such cause, Seller is unable to supply the total of all demands for items or services required by this contract, then Seller shall allocate its available supply among all purchasers then under contract, including Buyer, on a fair and equitable basis. If any such delay in performance or nonperformance by Seller continues for ten (10) days, then Buyer shall have the right to terminate this entire contract or any portion of it without penalty.

8. All transactions shall be based strictly on service, quality, and competitive price of material. Buyer shall have the right, at its sole expense, to audit Seller's records including all books, papers, documents and other data that may in Buyer's sole judgment have any bearing on or pertain to any business conducted between the parties except as concerns Seller's profit margin on merchandise or services purchased. Seller shall cooperate fully in furnishing all such requested records. All audits will be conducted in accordance with generally accepted accounting principles.

9. Seller shall not release any article, photograph, drawing,

advertisement, or information relative to the sale, manufacture, installation, or use of any item furnished hereunder, wherein Buyer, or Buyer's location, is named, shown, or implied, except when such disclosure is necessary to perform under this order or as required by law.

10.Seller warrants and agrees that it has complied and will comply with all applicable laws, rules, orders and regulations of federal, state, municipal or other governmental authority covering the production, delivery and/or sale of all items to be delivered hereunder and all services to be performed incidental thereto, including, but not limited to, Executive Order 11246, the Rehabilitation Act of 1973 and the Vietnam Era Veterans Act of 1974, and all rules and regulations promulgated thereunder. Further, Seller warrants and agrees that, in the production, sale and/or delivery of such items, and in the performance of all services incidental thereto, it has complied and will comply with all applicable provisions of the Fair Labor Standards Act of 1938, as amended.

11. This contract shall be construed in accordance with the laws of Pennsylvania. Any and all actions at law, suits in equity, or other judicial proceedings for any breach of or enforcement of this contract, or of any provision hereof, shall be instituted and maintained only in a court of competent jurisdiction located in Allegheny County, Pennsylvania, the county and state where this contract has been made and entered into, and each party hereby waives any right to any change of venue.

12. This order supersedes and cancels all prior communication between the parties except as specifically shown on the face of this order. No terms or conditions in the acceptance hereof by Seller, or in any sales order, invoice or other document submitted by Seller in connection herewith, and no subsequent agreements or communications in any way modifying the provision of this order or increasing charges under this order shall be binding unless made in writing and signed by the authorized representative of Buyer.

13. Seller shall not assign this contract in whole or in part without the prior written permission of Buyer.

PREPAY ALL TRANSPORTATION CHARGES, STATE TRANSPORATION CHARGES SEPARATELY FROM MATERIALS
CHARGED ON INVOICES.
ATTACH TO THE INVOICE DOCUMENTATION TO SUPPORT TRANSPORTATION CHARGES. INSURE PARCEL POST
SHIPMENTS WITH
INSURANCE PAID BY THE SHIPPER

CORE TERMS AND CONDITIONS

Applicable on or after January 14, 2025

1. CONTRACT. The Purchase Order ("PO") and these Terms and Conditions, together with any referenced documents, constitute the agreement of the parties ("Contract"). This Contract may be accepted by either signing the PO and returning a signed copy to Buyer or by commencing delivering the goods or services set forth in the PO. **THIS CONTRACT IS LIMITED TO THE TERMS AND CONDITIONS SPECIFIED ON THE FACE OF THE PO AND ON THIS DOCUMENT. BUYER DOES NOT AGREE TO ANY PROPOSED ADDITION, ALTERATION, OR DELETION BY SELLER. THESE TERMS AND CONDITIONS CAN BE CHANGED ONLY BY A WRITING SIGNED BY BUYER. ANY FAILURE TO RETURN THE SIGNED PURCHASE ORDER OR THE ISSUANCE OF ANY OTHER STATEMENT OR WRITING OF SELLER SHALL NOT ALTER, ADD TO, OR OTHERWISE AFFECT THESE TERMS AND CONDITIONS.**
2. SELLER. "Seller" as used herein means the party furnishing goods or services or performing work as and when required hereby, and is designated as the "Vendor" on the face of the PO.
3. BUYER. "Buyer" as used herein means the company designated as the "Bill To" company on the face of this PO.
4. INDEPENDENT CONTRACTOR. Seller shall have complete and exclusive control of and responsibility for all of the equipment and employees utilized or employed by it, and shall accept full responsibility for the results thereof. Seller shall perform all work in the capacity of an independent contractor and nothing contained therein shall be construed to be inconsistent therewith.
5. CHANGES. Any changes to this Contract must be in writing and be accepted by both Buyer and Seller. If Seller performs any additional work without the prior written agreement of Buyer, Buyer shall have no obligation to pay any of Seller's costs and expenses related thereto.
6. WARRANTIES. Seller warrants unencumbered title to all goods provided hereunder and warrants that such

goods are new, of merchantable quality, free from defects, fit for the purposes for which they are intended and conform to and meet the requirements of the Contract. Seller further warrants that all services shall be rendered in a safe and workmanlike manner by skilled personnel in accordance with generally accepted industry standards. Seller warrants that it is an expert in its field and that it shall use this expertise in the performance of this Contract. Seller agrees to promptly correct, to the satisfaction of the Buyer, at Seller's expense and without cost to Buyer, any goods or services which fails to meet the provisions of this warranty at any time within a period of 365 days from the delivery of each item unless a longer warranty period is called for by law or in any writing, including without limitation, specifications, drawings, or proposals furnished by or to Buyer. All corrective work shall be performed at the convenience of Buyer. For the purpose of calculating warranty periods for services, delivery shall occur upon the completion of such services. All manufacturer's warranties or guarantees shall be for the benefit of Buyer.

7. INSPECTION. Buyer shall have the right to inspect the goods and services provided hereunder and if in its sole opinion such goods or services are not in accordance with requirements of this Contract, proper corrections shall be made, but such inspection or failure to inspect shall not relieve Seller of its obligation hereunder.
8. PERFORMANCE AND CANCELLATION. Time is of the essence. Buyer reserves the right to cancel all or a portion of this Contract with or without cause upon notice to Seller. If Buyer notifies Seller that Buyer has elected to cancel this Contract, Seller shall stop all work or shipments immediately. Upon such cancellation, Buyer's only obligation shall be payment for those reasonable costs incurred by the Seller through the date of cancellation. Thereafter, any costs incurred by the Seller shall be the responsibility of Seller.
9. GENERAL INDEMNITY. Except for claims, demands or suits under paragraph 9.2, Seller shall, to the extent permitted by law, indemnify, defend, and save harmless, Buyer, its parent, subsidiaries and affiliates and their officers, directors, employees, agents and invitees from and against any and all claims, demands, or suits (including, but not limited to, claims, demands, or suits for bodily injury, illness, disease, death or for loss of services, property, wages or profits) which may be brought against them (individually or jointly) or in which they may be named a party defendant, in any way arising out of this Contract or the work performed hereunder; provided, however Seller shall not be held responsible under this paragraph 9.1 for claims, demands, or suits attributable to the sole negligence of Buyer, its parent, subsidiaries, and affiliates.

9.2 CLAIMS BY SELLER'S EMPLOYEES OR SUBCONTRACTORS. Seller shall, to the extent permitted by law, indemnify, defend and save harmless Buyer, its parent, subsidiaries and affiliates against any and all claims, demands, or suits (including, but not limited to claims, demands, or suits for bodily injury, illness, disease, death or for loss of services, property or wages) by any employees of Seller or its subcontractors arising out of or in consequence of performance hereunder regardless of whether such claims, demands, or suits are actually or allegedly caused by the negligence of Buyer, its parents, affiliates, or any other person or entity and regardless of whether such negligence precedes the execution of this Contract.

9.3 RESPONSIBILITY FOR SELLER'S PROPERTY AND EQUIPMENT. Seller releases Buyer, its parent, subsidiaries and affiliates from liability for damage to any of its material, machinery, equipment or other property regardless of whether such damage is caused by the negligence of Buyer, its parent or affiliates or any other person.

9.4 INDEMNITY FOR PATENT/TRADEMARK INFRINGEMENT. Seller shall indemnify and defend Buyer from all suits or claims for any royalties or rental fees or for infringement of patents, copyrights, trade secrets, trade names, trademarks, service marks, or other proprietary rights in connection with goods or services supplied or failure to comply with laws and regulations applicable thereto and shall save Buyer harmless from all loss or expense on account thereof.

9.5 INDEMNITY SURVIVAL. These covenants of indemnity shall survive cancellation, termination or expiration of this Contract.

10. INSURANCE. Seller shall provide Buyer with certificates of insurance evidencing that Seller has procured and shall maintain with insurers acceptable to Buyer for the duration of the applicable statute of repose, the following insurance: (1) Statutory Workers' Compensation, (2) Employer's Liability with limits of not less than $2,000,000 per accident, (3) Commercial General Liability with limits of not less than $2,000,000 per occurrence for bodily injury and property damage liability including coverage for premises / operations, products-completed operations, explosion / collapse / underground / subsidence and contractual liability coverage for the indemnity provisions of this Contract and (4) Automobile Liability Insurance with limits of not less than $2,000,000 combined single limit for bodily injury and property damage liability including coverage for owned, hired and non-owned vehicles. Minimum required limits may be satisfied using a combination of primary and umbrella / excess policies. If umbrella / excess policies are provided, they shall be written on an occurrence form and shall provide coverage for Employers Liability, General Liability and Automobile Liability with follow form coverage terms and conditions at least as broad as the underlying primary policies. All insurance policies shall contain a waiver of subrogation in favor of Buyer, its Parent, Subsidiaries, Affiliates, Directors, Officers and Employees, and all policies (except Worker's Compensation and Employer's Liability) shall name Buyer, its Parent, Subsidiaries, Affiliates, Directors, Officers and Employees as an additional insured for ongoing and completed operations, and shall be primary and non-contributory to any other valid and collectible insurance available to Buyer. Insurance limits and coverages are minimum requirements and shall not be construed in any way to limit Seller's liability hereunder. Buyer's acceptance of Insurance Certificates which limit or reduce any of these insurance provisions shall not be construed as acceptance or approval of any such changes unless such changes are specifically approved in

writing by Buyer. Insurer must have a best rating of at least A-. If Seller uses any subcontractors, Seller will require subcontractors, vendors or suppliers to provide the same insurance coverages, limits, and terms in favor of Buyer. Prior to providing the services under this Contract, Seller must provide Buyer a Certificate(s) of Insurance evidencing all insurance required by this Contract, and upon request, copies of insurance policy endorsements. Upon expiration and renewal of the required insurance coverages, a new Certificate of Insurance and endorsements shall be provided to Buyer or its agent. Certificates of insurance shall include the following language:

1. *Buyer, its parent, subsidiaries, affiliates, directors, officers and employees shall be named as additional insured on all policies (except Workers' Compensation coverage) for ongoing and completed operations.*

2. *Waiver of Subrogation in favor of Buyer, its parent, subsidiaries, affiliates, directors, officers, and employees (except Workers' Compensation in KY) applies on all policies.*

3. *Coverage shall be primary and noncontributory with respect to, and exclusive of, any other existing valid and collectible insurance available to Buyer.*

10.2 ACCIDENT NOTICE. Seller shall immediately provide written notice to Buyer of any accident or occurrences resulting in injury to persons or property in any way arising out of or related to Seller's operations hereunder or the operation of any of its subcontractors.

11. COMPLIANCE WITH LAWS. Seller represents and warrants that it is in compliance with all statutes, rules, regulations and orders, state, federal and local applicable to its performance and the goods and services provided hereunder, including but not limited to mandatory drug testing regulations promulgated by the Department of Transportation (Federal Highway Administration, 49 CFR Parts 40 and 391), the Drug Free Workplace Act of 1988, the Federal Coal Mine Health and Safety Act, the Occupational Safety and Health Act, the Fair Labor Standards Act of 1938, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Vietnam Era Veterans Readjustment and Assistance Act of 1974, Executive Order 11625 (October 13, 1971), the Family and Medical Leave Act of 1993, and U.S. Government Policies concerning Affirmative Action Compliance Programs (41 CFR 60-250.4 (Disabled Veterans And Veterans of the Vietnam Era) and 41 CFR 60-741.4 (Handicapped Workers)), Minority Business Enterprises Subcontracting Programs, the Utilization of Minority Business Enterprises, Utilization of Small Business Concerns and Small Disadvantaged Concerns, and the Utilization of Labor Surplus Area Concerns, all as amended.

11.2 EQUAL OPPORTUNITY. As applicable, the provisions of the Equal Opportunity Clauses pursuant to Section 202 of Executive Order 11246, as amended, and 41 CFR Section 60-1.40; are herein incorporated by reference. Further, sellers who (1) are not otherwise exempt as provided by 41 CFR 60-1.5, (2) have 50 or more employees and, (3) have a contract, subcontract or purchase order amounting to $50,000 that is necessary to the completion of a covered federal contract or subcontract are hereby notified of their obligations to file EEO Standard Form 100 and to prepare an affirmative action plan(s) as required under the regulations set forth above.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

11.3 OFAC COMPLIANCE. Seller is in compliance with, and shall not acquire for use in the performance of this PO, any supplies or services if any proclamation, Executive order, or statute administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Neither Seller nor any direct owner of Seller is (a) is a person or entity that is on the OFAC listing of Specially Designated Nationals and Blocked Persons (available at https://sdnsearch.ofac.treas.gov/), the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists") (b) is owned or controlled by, or acts for or on behalf of, any person or entity on the Lists, or (c) is located in a country or territory subject to U.S. sanctions or is on the Lists.

12. SAFETY AND TRAINING.

1. Seller shall complete all applicable training required by 30 CFR 45 and 48.
2. Seller shall receive hazard training at the Work Site.
3. Prior to the Seller commencing work, Seller shall provide, in writing, its MSHA I.D. Number.

4. If Seller performs work for more than five (5) consecutive days or at least one day per month, Seller shall comply with the comprehensive training required by MSHA (Mine Safety and Health Administration). Before commencing any work, Seller shall present to Buyer a current MSHA Form 5000-23 verifying completion of comprehensive safety training.
5. If Buyer is required to pay any MSHA assessment resulting from Seller's failure to accurately certify the completion of training, Buyer shall be entitled to reimbursement from Seller for any amount paid to MSHA.
6. By entering into this Contract, Seller is certifying that Seller has received the required MSHA training.

13. ENVIRONMENTAL REGULATIONS. Seller agrees to comply with all environmental regulations governing its operations. If Buyer is required to pay any environmental assessment or penalty or is charged with any other environmental violation resulting from Seller's failure to comply with environmental regulations pertaining to its operation, Seller shall indemnify Buyer for any penalties, assessments or amounts paid by Buyer related thereto.
14. LABOR ARRANGEMENTS. If Seller's operations obstruct or interrupt Buyer's (including its affiliates' and subsidiaries) operations or threaten to obstruct or interrupt such operations because of any labor dispute, Buyer may, in its discretion, suspend Seller's operations and terminate this Contract immediately without written notice, if this Contract is terminated under this section, an equitable settlement of accounts through the date of termination shall be made.
15. ASSIGNMENT OR PUBLICATION. Seller shall not assign all or any part of this Contract, or disclose, release, publish or communicate to others the terms of this Contract or any information received from Buyer with respect to this Contract without the written consent of Buyer except in order to comply with any applicable law, order, or regulation; provided, Seller shall notify Buyer of any proceeding of which it is aware which may result in disclosure and make commercially reasonable efforts to prevent or limit the disclosure.
16. PAYMENT. C.O.D. shipments and Drafts shall not be honored. Payments shall be made by check, at which time Seller shall furnish to Buyer a waiver of lien, if requested.
17. PRICE. In no case will Buyer be billed at prices higher than those shown on the PO without notification to Buyer and acceptance by Buyer. Unless set forth separately provided on the face of the PO all prices include freight, packing, handling and taxes. All goods are purchased F.O.B. the "Ship to" location indicated on the PO, regardless of whether specific shipping methods or separate charges for freight are set forth on the face of the PO, and risk of loss shall pass to Buyer upon the completion of unloading at the "Ship to" location. Seller warrants that the prices shown on the face of this PO are no less favorable than those extended to other similar buyers.
18. STANDARDS. Buyer subscribes to the highest level of business practices. Seller has reviewed and agrees to abide by Buyer's Supplier Code of Conduct set forth at: https://corenaturalresources.com/wp-content/uploads/2025/01/Core-Supplier-Code-of-Conduct.pdf
19. WORK ON BUYER'S PREMISES. If any work under this Contract is to be performed on Buyer's premises by Seller, its subcontractors, agents or employees, Seller shall perform such work in accordance with applicable MSHA, state and local safety laws and regulations and shall comply with Buyer's rules and regulations with respect to such premises. The use of any subcontractor is subject to Buyer's prior written consent. If Seller uses any subcontractor, Seller agrees that any subcontractor shall be required to maintain the same indemnity and insurance provisions for the benefit of Buyer as those required hereunder.
20. AUDIT. Buyer shall have the right at its expense to audit Seller's records that may in Buyer's sole judgment have any bearing on or pertain to any business conducted between the parties, including all documents, books, papers, and other data except as concerns Seller's profit margin or merchandise or services purchased. Seller shall cooperate fully in furnishing all such requested records. Audits will be conduct in accordance with generally accepted audit practices.
21. RECOUPMENT. Buyer shall have the right to recoup monies, costs, or expenditures made by Buyer where Seller has either failed to perform any of its obligations, including general performance obligations or payment obligations, or where Buyer has had to make expenditures or has incurred costs resulting therefrom. This right of recoupment may be made by making deductions from amounts owed to Seller or by making deductions, if applicable from any retainage hereunder. This right of recoupment may be exercised at any time during the term of this Contract or upon termination hereof. When exercising this right of recoupment, Buyer shall provide supporting documentation or invoices. This recoupment shall not be deemed to be liquidated damages or shall be in addition to any other remedies to which Buyer may be entitled.
22. SETOFF. Seller hereby irrevocably assigns to Buyer the accounts and general intangibles hereunder, and agrees to permit Buyer, its parent(s), subsidiaries or affiliates thereof, to counterclaim, or setoff from any sums due Seller from payments to be made hereunder, any amounts owed to Buyer, its parent(s), subsidiaries or affiliates thereof. The right of counterclaim or setoff shall include, but not be limited to, other contractual payments or obligations whether related or unrelated hereto, any cash advances which Buyer, its parent(s), subsidiaries or affiliates thereof may have made to Seller, and amounts paid for Seller, including, but not limited to taxes, black lung payment, workers' compensation, engineering work, equipment lease payments, reclamation, construction or other work performed on behalf of Seller, agency fees, or statutory or regulatory assessment.

23. NOTICES. All notices, requests, or statements to Buyer relating to the PO shall be made in English and delivered to the addresses set forth on the PO. In addition, any notices to Buyer relating to or termination or assignment of all or any part of the PO shall be also be sent to:

    Core Purchasing LLC, agent for Buyer
    275 Technology Drive, Suite 101
    Canonsburg, PA 15317-9565
    Attention: Purchasing
    E-mail: joeswan@coreresources.com

    Notices to Buyer shall be in writing and delivered by hand delivery, United States mail, overnight courier service, e-mail, or other documentary form. Notice by hand delivery, e-mail or other electronic means shall be deemed to have been received by the close of the business day on which it was actually received if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day. Notice by overnight United States mail or courier shall be effective on the next business day after it was sent.

GOVERNING LAW. For all purposes this Contract shall be governed by the procedural and substantive law of the state indicated in the "Ship To" location on the face of the PO, or if none, then of the State of Pennsylvania. The terms on the face of the PO shall govern any conflicting terms on this document.

SELLER AGREES TO THE ABOVE NOTED TERMS AND CONDITIONS THAT ARE A STANDARD PART OF BUYER'S PROCUREMENT OF GOODS AND SERVICES WHETHER SAID PROCUREMENT IS VERBALSENT ELECTRONICALLY OR WEB/INTERNET TRANSMITTED/CONFIRMED.