

PURCHASE ORDER TERMS AND CONDITIONS

1. **General.** The following Purchase Order Terms and Conditions (“T&Cs”) are automatically incorporated in and applicable to any sale and purchase of goods, materials and/or services (herein the “Goods” and/or the “Services”) described in a purchase order (the “Order”) issued by Genesis Energy, LLC, Genesis Crude Oil L.P. and/or one or more of its affiliated entities, as the case may be (“Buyer”), to the seller or vendor specified in the Order (“Seller”). Buyer and Seller may be referred to individually as a “Party” and collectively as the “Parties.” The term “Agreement” is used in these T&Cs to refer, collectively, to these T&Cs and to the Order to which these T&Cs relate. Seller’s acknowledgement of the Order, shipment, or commencement of work on the Goods and/or Services (whichever occurs first) shall constitute its acceptance of the Agreement. If a separate agreement exists or is subsequently entered into and signed by the parties named on the Order with respect to the subject matter covered therein, that agreement shall apply in place of these T&Cs.

2. **Price; Payment.** Buyer shall pay Seller the prices set out in the Order. Seller shall, within thirty (30) days after the delivery of the Goods and/or the performance of the Services, submit to Buyer an invoice for such Goods and/or Services. Buyer will pay undisputed invoices within sixty (60) days of receipt of the relevant invoice unless otherwise stated on the Order. Payment terms are extended to 90 days for invoices received more than 60 days after final delivery of the Goods or performance of the Services, and invoices received more than 120 days after such delivery will not be accepted or paid. In all cases, Buyer shall only be required to pay undisputed invoices for Goods delivered by Seller and accepted by Buyer and/or Services performed, in accordance with an Order and pursuant to these T&Cs. All amounts due under the Order shall be subject to setoff and recoupment. Payments made by Buyer shall not constitute acceptance of the Goods and/or Services or be construed as a waiver of any rights Buyer may have hereunder for defective or non-conforming Goods and/or unsatisfactorily performed Services.

3. **Packaging, Packing Lists and Bills of Lading.** Seller shall be responsible for proper packaging, loading and tie-down to prevent damage during transportation. Seller must bill all returnable containers on a separate memo invoice; return transportation charges will be collected for Seller’s account. Buyer’s weight and/or count will be accepted as final and conclusive on all shipments not accompanied by a packing list.

4. **Delivery.** Time is of the essence. Seller shall furnish sufficient labor and management forces, plant and equipment and shall work such hours (including night shift, overtime, weekend and holiday work) as may be required to assure timely delivery. Regardless of delivery or performance in installments, Seller’s obligations are not severable. Buyer need not accept shipments sent C.O.D. without its consent and may return them at Seller’s sole risk and expense. Unless the Order states otherwise, all deliveries of Goods will be DDP (Incoterms® 2020) Buyer’s designated delivery address (if no delivery address is designated in an Order, Seller shall request such designation from Buyer in writing prior to shipment).

5. **Title and Risk of Loss.** Notwithstanding anything to the contrary, risk of loss to conforming Goods shall transfer to Buyer upon delivery and acceptance of the Goods at Buyer’s designated delivery location. Title to plans, drawings and specifications or other intellectual property related to the Goods shall be fully vested in and remain with Buyer on the earlier of payment or Buyer’s receipt thereof and may be used by Buyer for any purpose. Title to Goods shall transfer to Buyer upon Buyer’s payment for such Goods or Buyer’s acceptance of such Goods at Buyer’s designated delivery location, whichever is earlier. If Buyer makes progress payments, title to the Goods shall be transferred to Buyer as payments are made, and in the same proportions as the cumulative payments bear to the total price in the Order. Seller shall also identify such Goods as the property of Buyer unless Buyer waives identification.

6. **Inspection.** All Goods will be subject to Buyer’s inspection and acceptance or rejection within a reasonable time after delivery at Buyer’s designated delivery address irrespective of payment date. Buyer shall have a reasonable time to submit claims of count, weight, quantity, loss, contamination, damage or defect to delivered Goods, and require prompt replacement or rectification thereof by Seller, at Seller’s sole risk and expense. If Buyer holds Goods not accepted, it does so at Seller’s sole cost and risk.

7. **Changes.** Buyer reserves the right at any time to change, by written notification, any of the following: (i) specifications, drawings and data incorporated in the Order where the items to be furnished are to be specially manufactured for the Buyer; (ii) quantity; (iii) methods of shipment or packaging; (iv) designated place of delivery; (v) time of delivery; or (vi) any other matters affecting the Order. If any change by Buyer causes an increase or decrease in the cost of or the delivery schedule for the Order, Buyer shall make in writing an equitable adjustment in the contract price or delivery schedule, or both. Seller shall not have the right at any time to make changes to any Order, unless Buyer expressly agrees thereto.

8. **Termination.** Buyer may terminate the Agreement for its convenience, in whole or in part, at any time on five (5) days’ written notice to Seller or with immediate effect if Seller fails to meet or fails to assure Buyer that it will meet its commitments and obligations under the Agreement, including as to time, price, quantity or quality. Upon receipt of such termination notice, Seller shall promptly comply with the directions contained in such notice and shall, as required: (i) take all action necessary to terminate its fulfillment of the Order as provided in the notice, minimizing any related costs and liabilities; (ii) protect, preserve and deliver in accordance with Buyer’s instructions any property of Buyer related to the Order; and (iii) continue the performance of any part of the Order not terminated by Buyer. In the event of termination of the Agreement or any part thereof, to the extent properly invoiced by Seller, Buyer shall pay Seller the Order price for

conforming Goods delivered and accepted by Buyer, and Services performed by Seller, prior to the date of termination. The foregoing sentence represents the entire liability of Buyer, and Buyer shall have no obligation to pay Seller for any other amount (including, but not limited to, for indirect damages or loss of anticipated sales or prospective profits, regardless of whether Seller incurred expenses, made investments or expenditures, or assumed obligations with any third party in connection with the Goods and/or Services). Any termination of the Agreement shall be without prejudice to the accrued rights of the Parties existing on the date of such termination, and the continuation in force of all provisions of the Agreement intended to survive such termination.

9. **Warranties.** Seller represents and warrants that the Goods will be new; free from contamination, damage and defect; free from defects in design, materials, manufacture and workmanship; merchantable and in full conformity with Buyer’s specifications, drawings, data, and Seller’s description, promises or samples; and that such Goods will be fit for the Buyer’s intended use if Seller knows or has reason to know of such use; and that Seller will convey good title to the Goods, free and clear from all liens, claims and encumbrances. Seller represents and warrants that the Services will be performed by skilled personnel with all due care and diligence, in a safe, good, and workmanlike manner, in accordance with the highest industry standards and in compliance with all applicable laws and regulations and all other requirements of the Order. No implied warranties of Seller are excluded or disclaimed. Seller shall give prior notice to Buyer of any change(s) in materials, manufacturing processes, sources or locations, or test methods for mutual assessment of the possible effect on Buyer’s processes or product performance. Seller represents and warrants that the Goods and/or Services comply with all applicable laws, permits, rules and regulations, including environmental and health and safety laws and regulations, and that none of the Goods and/or Services or Buyer’s use and/or enjoyment thereof shall infringe any patent, copyright, trademark, trade secret or other intellectual property right of any third party. Seller shall ascertain, before performing work, whether any drawings and specifications are at variance with applicable law or good engineering and operational practices, notify Buyer of such variances, and with Buyer’s agreement, ensure that necessary changes are made. Seller will obtain, at no additional expense to Buyer, all licenses, rights, copyrights, registrations or permits necessary in connection with Seller’s provision of the Goods and/or performance of the Services, and Seller will promptly assign to Buyer at no additional cost all third-party warranties and rights with respect to the Goods and/or Services.

10. **Buyer’s Remedies.** If Seller (i) offers or supplies any contaminated, damaged or defective Goods or any Goods or Services not in accordance with and conforming to the Agreement, Buyer’s instructions, specifications, drawings or delivery date, or Seller’s express or implied warranties hereunder (“Non-Conforming Work”), or (ii) breaches any representation, warranty, covenant, or agreement contained in the Agreement Buyer may, at its option: (a) reject such Non-Conforming Work; (b) terminate the Order; (c) return such Goods and charge Seller all costs, expenses and damages related to the return; (d) cover with conforming Goods and/or Services from Seller or any third party and charge Seller for any loss, costs and damages incurred; (e) require Seller to refund any amounts paid by Buyer with respect to such Non-Conforming Work, or repair, replace or otherwise correct, any such Non-Conforming Work without further expense to Buyer; or (f) withhold (until the Non-Conforming Work is corrected or refunded in full by Seller, at Buyer’s option) or offset a corresponding portion of any payment due to Seller. In addition to the foregoing, Seller shall reimburse Buyer for any Losses arising from any Non-Conforming Work or Seller’s breach of any representation, warranty, covenant, or agreement contained in this Agreement. All rights and remedies stated in this Agreement shall be in addition to any rights and remedies provided by law, and shall survive inspection, test, acceptance, and payment.

11. **Indemnity.** Seller shall indemnify, defend, and hold Buyer and its affiliates and its and their respective officers, directors, members, representatives, agents, employees and invitees (“Buyer Group”) harmless from and against any and all claims, liabilities, damages, penalties, judgments, assessments, losses, joint or several, and expenses (including reasonable attorneys’ fees)(collectively, “Losses”), arising out of or relating to any act or omission of Seller and its affiliates, its and their contractors and subcontractors of any tier, and the officers, directors, members, representatives, agents, consultants, employees and invitees of all of the foregoing (“Seller Group”), including, without limitation, (i) its supply of, or failure to supply, any of the Goods and/or Services, (ii) Seller’s breach of any representation, warranty, covenant, or agreement contained in the Agreement, (iii) Seller’s performance or non-performance of this Agreement, and/or (iv) the negligence, recklessness, fraud or willful misconduct of any member of Seller Group. Buyer shall notify Seller in writing of any such claim and shall provide such assistance, at Seller’s expense, as may be reasonably required in defending the suit or proceeding. If the Goods or any component of the Goods are held to infringe the intellectual property rights of any third party and their use is enjoined, Seller shall, at its option and its own expense: (a) procure for Buyer the right to continue using the Goods; (b) replace them with a substantially equivalent non-infringing product acceptable to Buyer; or (c) modify them so they become non-infringing with substantially equivalent performance acceptable to Buyer. Absent (a), (b) or (c), Buyer reserves its rights at law and under the Agreement, and at its option may return the infringing Goods to Seller at Seller’s expense and Seller shall promptly refund the full purchase price and original shipping costs to Buyer.

12. **Buyer’s Property.** All special dies, mold, patterns, jigs, fixtures and any other assets that Buyer furnishes to Seller or specifically pays for, for use in the performance of the Order shall be and remain Buyer’s property, shall be for Buyer’s exclusive use, shall be held at Seller’s risk and shall be equal to the replacement cost with loss payable to Buyer. Seller will furnish Buyer with copies of policies or certificates of insurance.

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13. Confidentiality. Seller shall hold in strict confidence the terms of the Agreement and any confidential, proprietary, trade-secret, process, economic or non-public information in any way derived from Goods, Services, specifications, samples, designs, plans, customer or vendor information, pricing, and any other data and/or information that Buyer has furnished, whether before or after the date hereof and whether oral or written, in connection with discussions and/or negotiations regarding the Goods and/or Services, their proposed use and/or related project or work, an Order or this Agreement and that a reasonable person would consider confidential regardless of marking ("Confidential Information"). Seller shall hold the Confidential Information in strictest confidence, and shall not disclose or divulge, directly or indirectly, Confidential Information to any person without the Buyer's prior written consent. Seller shall limit access to Buyer's Confidential Information to its employees, contractors, consultants and agents (individually and collectively, "Representative(s)") who have a bona fide need to know such Confidential Information to fulfill the obligations under this Agreement and who are bound by confidentiality obligations to protect such Confidential Information no less stringent than those contained herein, provided that Seller remains liable for any breach of this Agreement by any of its Representatives. Buyer's disclosure of Confidential Information shall not be construed as granting, either express or by implication, any right or license to Seller. The restrictions regarding Confidential Information shall not apply to particular portions of the Confidential Information (a) if and to the extent a Party is required to disclose such information under the terms of a subpoena or order issued by a court or by a governmental body, or (b) if such information (i) is or becomes generally available to the public other than as a result of disclosure by Seller, (ii) was available to Seller on a non-confidential basis prior to its disclosure, (iii) is or becomes available to Seller on a non-confidential basis from a source other than Buyer when such source is not subject to a confidentiality obligation, or (iv) was independently developed for or by Seller. Seller shall at any time as requested to do so and/or upon the termination of this Agreement, immediately return to Buyer or destroy all copies of the received Confidential Information.

14. Insurance. During the term of the Agreement, Seller shall maintain insurance coverage of such types and in such amounts as necessary to protect against liabilities that may arise from Seller's performance of (or failure to perform) its obligations under the Agreement, including, without limitation, Seller's indemnification obligations under these T&Cs. Such policies shall include, at a minimum, worker's compensation or employer liability insurance, comprehensive general liability insurance with limits not less than \$1,000,000.00 per occurrence, and, if applicable and typical in relation to the Goods provided and/or Services performed, professional liability insurance and automobile insurance. Seller shall endorse insurances to name Buyer Group as additional insureds (except for Workers' Compensation), shall waive its right of subrogation against Buyer, Buyer Group and its insurers, and agrees that its insurance shall be primary to that carried by the Buyer Group.

15. Taxes. Unless provided otherwise in the Order, all prices are exclusive of national, provincial, state, local, municipal, or other governmental taxes, duties, levies, fees, excises or tariffs arising as a result of or in connection with the Order, including any sales, use or value added taxes (or analogous taxes, if any). Sales, use or value added taxes (or analogous taxes, if any), where applicable, shall be separately stated on Seller's invoice(s), and Buyer shall pay such taxes at the applicable rate. From time to time, Buyer may qualify for tax exemptions, in which case Buyer will provide Seller a certificate of exemption or other appropriate documentary proof of exemption. Buyer shall have no liability for any taxes based on Seller's net income, gross income, capital, net worth, franchise, privilege, property or any similar taxes or assessments.

16. Compliance. Seller will obtain all necessary permits and licenses and will comply with all federal, state, and local laws, rules, regulations, executive orders, priorities, ordinances and restrictions, which may include but are not limited to the U.S. Foreign Corrupt Practices Act, anti-bribery laws of other countries, U.S. Export Administration Regulations, U.S. International Traffic in Arms Regulations, and Laws administered by the U.S. Treasury Department Office of Foreign Assets Control and U.S. Department of State, which are now or may become applicable to this Agreement or any applicable Order(s). Seller shall be responsible for each member of Seller Group performing their activities strictly adhering to all applicable Buyer policies, including without limitation, Buyer's Supplier Code of Conduct, Foreign Anti-Corruption and International Business Policy, and any Buyer rules, policies, and requirements applicable to the Work and/or the Buyer location now or in the future, including security procedures and general health, safety, security, and environmental ("HSSE") practices, procedures, and requirements, rules of behavior, substance abuse policies, and other standards and procedures adhered to by Buyer's regular employees.

17. Records; Audit. Seller shall maintain complete books and records, including inspection and chain of custody records, with respect to all Goods, Services and Orders, which records shall be in English and be available to Buyer during performance of this Contract and for three (3) years after final payment. Buyer may, upon notice to Seller, audit and examine any and all books and records. Upon completion of the audit, the Parties agree to refund any agreed overcharges or to remit any agreed undercharges revealed in any audit as soon as reasonably possible, but in no event later than thirty (30) days from the date of the final audit report.

18. Notices. All notices, demands and claims hereunder or relating to this Agreement shall be in writing and effective when delivered or mailed certified to the address listed in the Order between the parties. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), e-mail (with confirmation of receipt) or certified or registered mail (in each case, return receipt

requested, postage prepaid) to the addresses below. Either party may change its address or facsimile number by giving the other party written notice.

19. Governing Law; Jurisdiction. The Agreement shall be governed by, and shall be interpreted and construed in accordance with, the laws of the State of Texas, U.S.A., without giving effect to its conflicts of laws principles. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. Any legal suit, action, claim, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Texas in each case located in the City of Houston and County of Harris, Texas, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any and all objections to the laying of venue in any such court.

20. Independent Contractor. It is expressly understood that Seller is an independent contractor of Buyer, and that neither this Agreement nor any Order(s) is intended to constitute, be evidence of, establish or otherwise imply any special or fiduciary relationship between the Parties or create an agency, joint venture, distributorship, partnership, employee/employer relationship, or other formal business organization between the Parties or any representatives thereof, nor shall it create any third-party beneficiaries.

21. Severability; Headings. The provisions of this Agreement are separable and severable. In the event part of or one or more of any provision of the Agreement is held invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining part of the provision or provisions or underlying rights and obligations referred to herein shall not in any way be affected, modified, or impaired thereby. The headings in the Agreement or Order are for convenience of reference only and are not intended to construe the provisions of the Agreement or Order.

22. Amendment; Waiver. No amendment or modification of these T&Cs will be effective against either Party unless expressly accepted in writing and signed by an authorized signatory of each Party and expressly identified as an amendment or modification. Failure to enforce any or all of these T&Cs in a particular instance or instances shall not constitute a waiver thereof or preclude subsequent enforcement thereof by Seller.

23. Affiliates. If any of Seller's affiliates provide Goods to Buyer, such Goods shall be governed by the relevant Order, and Seller's affiliate providing the Goods shall be the "Seller" under such Order. However, if such affiliate breaches such Order, the Seller entity that is the signatory of the Order shall be liable for such breach. Each Order shall constitute a separate contract between Seller and the Buyer entity specifically named therein only. The rights, duties, and obligations of Buyer and its affiliates to Seller, and the rights, duties, and obligations of Seller to Buyer and each of its affiliates are separate and distinct. It is hereby agreed and understood among all Parties that there is no joint and several liability between or among any Buyers and Seller, each Buyer shall be severally liable to the extent of its respective obligations and liabilities hereunder, the specific Party identified as Buyer in the applicable Order shall be the Party responsible for such Order, and no Buyer shall be deemed a guarantor or surety with respect to the obligations or liabilities of any other Buyer.

24. Assignment. Seller may not assign, transfer or subcontract the Agreement or any right or obligation the Agreement without Buyer's written consent. Any purported assignment, transfer or subcontract by Seller shall be void and ineffective. Buyer may assign and/or delegate its performance under the Agreement, in whole or in part, without restriction, including to any affiliates and subsidiaries involved in the performance of the Agreement from time to time.

25. Entire Agreement. Except as provided for in Article 1, any additional, contrary or different terms (i) provided by Seller during the performance of the Order, (ii) contained or referred to in any form generally used by Seller, or any correspondence which may have been applicable to the subject matter hereof, or (iii) implied by trade, custom, practice or course of dealing, are void and unenforceable, and any purported provisions to the contrary are hereby excluded or extinguished. Any attempts to modify, supersede, supplement or otherwise alter these T&Cs are deemed rejected by Buyer and will not modify these T&Cs or be binding on the parties, unless such terms have been fully approved in a written instrument signed by the duly authorized representatives of the parties. This Agreement constitutes the entire agreement between Buyer and Seller with respect to the subject matter of the Order. This Agreement supersedes all prior and contemporaneous understandings, negotiations, and dealings between them and overrides any conflicting, amending, or additional terms contained in any other document submitted by Seller (except to the extent otherwise stated in Article 1).