

## SERVICE ORDER GENERAL TERMS AND CONDITIONS

1) GENERAL. These Service Order Terms and Conditions ("Terms and Conditions") are hereby incorporated in and form a part of the Purchase Order to which they are attached (collectively referred to herein as the "Agreement"). For the purpose of this Agreement, the "Buyer" shall be the entity acquiring materials or services pursuant to the Agreement and the term "Contractor" will be used to refer to any party which, by means of this Agreement, contracts with the Buyer to provide materials and/or services. Except as provided herein, it is a condition of this Agreement that any unauthorized modification by the Contractor of the Terms and Conditions herein contained, have no force or effect and the Contractor hereby agrees that any such provisions or modifications shall not constitute a part of this Agreement.

2) ACCEPTANCE. Contractor's delivery of written acceptance or confirmation, or performance, shall constitute acceptance of this Agreement by Contractor, including these Terms and Conditions, by Contractor, and a binding contract between Buyer and Contractor shall be formed thereby. No additional or inconsistent provision in Contractor's acceptance or confirmation shall be effective unless accepted in writing by an authorized representative of the Buyer.

3) WORK AND CONSIDERATION. Contractor shall perform certain work (the "Work") as shall be specified by the Buyer in writing in the Purchase Order during the period of time set forth in the Purchase Order (the "Term"), or as otherwise agreed to in writing between Buyer and Contractor. Contractor agrees to provide the labor, materials and equipment and to perform the Work pursuant to the terms of this Agreement, for the consideration and at the location (the "Work Site") set forth in the attached Purchase Order. Contractor shall be bound by the provisions of this Agreement regardless of whether Contractor acknowledges or otherwise signs the Purchase Order. To the extent that the pre-printed provisions of the Purchase Order conflict with these Terms and Conditions, these Terms and Condition shall control. The contractor's acceptance of payment for amounts invoiced shall constitute a waiver of all claims by Contractor with respect to the Work covered by such invoice. All Work shall be subject to the Buyer's inspection and approval before payment.

4) STANDARD OF CARE. Contractor shall perform the Work in a timely manner and in accordance with the highest standards of professional care, skill, diligence and competence applicable to engineering, operation and maintenance practices, all applicable laws, codes and regulations, all applicable permits, all applicable safety precautions and all of the requirements necessary to maintain the warranties set forth herein. Contractor shall ensure that the Work is performed pursuant to this Agreement and all Work is performed completely and properly and free from errors. Contractor shall perform the Work in accordance with relevant practices, methods, techniques and standards that, at the particular time of performance of the Work, (a) are generally accepted in the electric generating industry in the United States for use in connection with engineering, operation and maintenance of power stations of the same or similar size and type as the facility(ies) related to the Work to be performed by Contractor pursuant to this Agreement, and (b) conform in all material respects to the manufacturer's design, engineering, construction, testing, operation and maintenance guidelines applicable to the equipment in question (collectively, "Prudent Utility Practices"). Contractor shall be solely responsible for (a) all means, methods, techniques, and procedures of the Work; and (b) the acts and omissions of all agents and employees of Contractor, its subcontractors and their agents, employees, and all other persons performing the Work. Contractor shall enforce strict discipline and

good order among its employees subcontractors at all times. Contractor shall not employ any person unfit or unskilled to perform that portion of the Work assigned to him/her. The Contractor shall perform all Work without interference to the Buyer's employees or operations in areas around the Work Site. Contractor shall keep the Site clean and free from rubbish on a daily basis.

5) **WARRANTY.** Contractor represents and warrants that, (a) all materials and equipment incorporated in the work shall be new and first-class quality; (b) all Work shall be of good quality and workmanship, free from faults and defects, will comply with all applicable laws and regulations, and be in conformity with the requirements of this Agreement, including any plans or specifications incorporated in this Agreement; (c) it shall have title to all equipment or material furnished hereunder, free and clear of all liens and encumbrances; and (d) the Work will be free from defects in workmanship for a period of one (1) year from the date of completion of the Work. If during this warranty period, the Work fails to conform to this warranty, Contractor shall promptly re-perform at its own expense such nonconforming portion of the Work in a manner that conforms to this warranty, WHICH RE-PERFORMANCE SHALL INCLUDE, WITHOUT LIMITATION, REPLACING ALL DEFECTIVE EQUIPMENT AND MATERIAL SUPPLIED BY CONTRACTOR AT CONTRACTOR'S SOLE COST. If the Contractor is required to re-perform/repair such Work, the warranty period shall be extended for an additional one (1) year from the date such Work is re-performed/repared.

6) **PERFORMANCE SECURITY.** Upon the Buyer's request, prior to commencement of the Work hereunder, Contractor shall furnish to the Buyer a performance and payment bond, (as applicable) or other form of security, underwritten by an acceptable credit provider or corporate surety satisfactory to the Buyer and in a form satisfactory, in the sum of one hundred percent (100%) of the amount of this Agreement as security for the faithful performance of this Agreement and for the payment of all persons, firms or corporations to whom Contractor may become legally indebted for labor, materials, tools, equipment or services of any nature employed or used by it in performing the work. The performance security shall contain any applicable statutory language and shall meet any applicable statutory requirements to protect the Buyer's property from any lien, claim or suit resulting from Contractor's failure to make the payments as required by the Agreement.

7) **OBLIGATIONS OF CONTRACTOR.**

a) **Compliance with Laws, Regulations, Procedures, Programs and Standards.**

i) Contractor shall comply with (i) all applicable federal, state and local laws, statutes, rules, permits, regulations, ordinances or orders issued by any governmental authority having jurisdiction over the Work or the Work Site, including but not limited to, all laws, statutes, rules, permits, regulations, ordinances and orders regarding labor, safety, fire, public health, worker health and safety, and protection of the human and natural environment, and (ii) all of Buyer's applicable Work Site Environmental Health, Safety and Security Procedures, Programs and Standards.

ii) Contractor agrees that if it or any of its employees or subcontractors violate any applicable law or regulation, Buyer shall be entitled, acting in good faith, to terminate this Agreement for Cause as provided herein in Section 20 without prejudice to any other available rights or remedies.

b) **Permits and Licenses.** Prior to commencing and at all times while performing the Work, Contractor shall, and shall cause its Subcontractors to, have and maintain, at its own cost and expense,

all permits, licenses, approvals, registrations, variances, certifications and/or other authorizations required to perform the Work by federal, state or local laws, regulations, rules, ordinances or statutes, including without limitation those laws, regulations, rules, ordinances or statutes pertaining to protection of the human and natural environment (collectively "Permits"). Upon request of the Buyer, Contractor shall furnish copies and/or evidence thereof to the Buyer;

c) Environment Requirements. At its own cost and expense, Contractor agrees that it shall adhere to the following requirements and obligations:

i) Chemicals. Contractor agrees that prior to bringing chemicals (e.g., solvents, lubricants, fuels, oils, inhibitors, etc.) or any such product that may be contained in any equipment furnished to Buyer as a part of the Work onto the Work Site and/or Buyer Property, it shall (i) provide Material Safety Data Sheet(s) or similar documents to Buyer for such chemicals and (ii) for any chemicals in excess of one gallon obtain written preauthorization from Buyer. Contractor shall be responsible for temporary storage of chemicals at the Work Site and/or Buyer Property and shall remove all excess chemicals at completion of the Work.

ii) Waste. Unless otherwise agreed in writing, Contractor shall be responsible for controlling, sampling, handling, storage, transportation, and disposal of all waste generated from its performance of the Work. Contractor shall ensure that waste is properly analyzed and labeled for purposes of handling, storage, transportation and disposal. Contractor shall dispose of all waste at a properly permitted, off-site waste disposal facility, and shall not dispose of waste at the Work Site or on Buyer Property without Buyer's advance written consent. Copies of all paperwork concerning disposal of waste generated at the Work Site and/or on Buyer Property shall be delivered promptly to Buyer.

iii) Equipment. Contractor shall keep and maintain all Contractor equipment in good operating condition and repair, and shall perform maintenance, repairs, cleaning and re-fueling of its equipment not on Work Site or Buyer Property, unless otherwise agreed in writing. Contractor shall implement precautions against accidents, spills, vapor release, and contamination and shall protect equipment stored temporarily at the Work Site or on Buyer Property from misuse and tampering.

iv) Storage Tanks. Contractor shall not exceed above-ground tank or underground storage tank ("AST"/"UST") capacity limits. Contractor shall have and maintain appropriate protective measures for AST/UST while on Work Site or Buyer Property.

v) Spill Prevention and Remediation. Contractor shall have and maintain written procedures for preventing, responding to, and mitigating the spill of any chemical, as a foreseeable result of the Work, even if the likelihood of a spill is deemed remote. Contractor shall ensure that all spills are immediately reported to Buyer.

vi) Contractor is hereby notified that the Work Site may contain hazards including, but not limited to, anhydrous ammonia, formic acid, sulfuric acid, sodium hydroxide, hydrogen gas, asbestos containing material, paint containing lead, and low activity cesium 137 sources for density measurement level detection. Contractor will inform all Contractor employees and subcontractors that these hazards may exist prior to performing Work at the Work Site.

vii) In its sole discretion, Buyer shall have the right to stop the Work for environmental reasons, including without limitation Contractor's non-compliance with any of the foregoing requirements. If Contractor's fault or non-compliance causes such a work stoppage, then Buyer shall not be liable for stand-by time, start-up time, or other related costs and expenses.

d) Safety and Security. Contractor agrees that it shall adhere to and abide by the following requirements:

i) provide adequate protection for its equipment, Contractor's employees and subcontractors and all Work, and shall provide such suitable safety appliances as may be needed to safely perform all Work;

ii) perform all Work under, and shall ensure that all Contractor's employees and subcontractors engaged in any Work also operate under Buyer's safety rules and the relevant OSHA safety rules applicable to the Work, adhering to whichever safety rules are most stringent. Contractor hereby confirms that he is familiar with, and shall abide by Buyer's Work Site Environmental, Health, Safety and Security procedures, Programs and Standards in effect at the Work Site as well as safety procedures generally applicable to persons on Buyer's premises and Buyer Property;

iii) ensure all site Work is performed in accordance with and that all Contractor Persons shall abide by Buyer's Work Site Environmental, Health, Safety and Security Procedures, Programs and Standards in effect at the Work Site; and

iv) In its sole discretion, Buyer shall have the right to stop the Work for safety reasons, including without limitation Contractor's non-compliance with any of the foregoing requirements. If Contractor's fault or non-compliance causes such a work stoppage, then Buyer shall not be liable for stand-by time, start-up time, or other related costs and expenses.

e) Work Site.

i) Contractor shall perform all Work without interference to Buyer's employees or operations in areas around the Work Site or Buyer's Property.

ii) Contractor shall keep the Work Site clean and free from rubbish on a daily basis. Upon completion of the Work, Contractor shall remove all waste materials, both hazardous and non-hazardous (unless otherwise agreed in writing), tools, and Contractor-owned equipment from the Work Site and leave the Work Site "broom clean."

f) Supervision and Training

i) Contractor shall be solely responsible for (a) all means, methods, techniques, and procedures of each Project and the Work; and (b) the acts and omissions of all agents, representatives and employees of Contractor, all Subcontractors and their agents, employees, and all other persons performing any Work.

ii) Contractor shall enforce strict discipline and good order among its Personnel at all times. Contractor shall not employ any person unfit or unskilled at that portion of any Work assigned to him/her.

iii) Contractor shall be solely responsible for providing and ensuring that all workers, employees, representatives, agents, consultants, Subcontractors and visitors of Contractor are provided with

training, including, but not limited to, the Buyer's safety orientation that is proper and adequate for the performance of the Work and the Work Site. As applicable to the Work and the Work Site, Contractor's training shall address the environmental requirements set forth above in Section 7.c (as applicable) and include without limitation risk assessment and reduction, and incident prevention, response, communication and mitigation.

iv) Assignment of personnel: Contractor shall select its employees ("Personnel") to perform services for Owner who are qualified to perform the requested services. Contractor shall submit Personnel names and qualifications to Owner in advance of performing any services.

8) INSPECTION AND ACKNOWLEDGEMENT. Contractor represents that it has inspected and thoroughly examined the Work Site. Contractor's failure to inspect and examine the Work Site resulting in its subsequent inability to perform the Work shall in no way relieve it of the obligations of this Agreement. The Contractor is hereby notified that the Site may contain hazards including, but not limited to, anhydrous ammonia, formic acid, sulfuric acid, sodium hydroxide, hydrogen gas, asbestos containing material, paint containing lead, and low activity cesium 137 sources for density measurement level detection, and acknowledges that Contractor has had an opportunity to discuss with Buyer these hazards. The Contractor will inform its employees and subcontractors that these hazards exist prior to entering the Site. Contractor agrees to advise fully all of its employees, subcontractors and others working for the Contractor at the Work Site, of the risks and of all necessary environmental, safety and health procedures required by applicable state or federal law, regulation or order or required by the Buyer. Contractor knowingly and voluntarily assumes all risk of injury and damage to Contractor and Contractor's property, employees, subcontractors and others working for the Contractor relating to Contractor's performance of the Work.

9) CONTRACTOR'S FAILURE TO PERFORM. In the event Contractor fails to commence the Work within the time specified, or having begun the Work, abandons it for any reason, suspends or refuses to continue it, or defaults in any manner in the performance under the terms of the Agreement (unless Contractor is prevented from continuing for reasons beyond its control and without its fault or negligence), the Buyer shall have the right to take over said work and complete it or have said work completed by another person in any reasonable manner at Contractor's expense, and terminate this Agreement for cause as provided in Section 20 below.

10) INDEMNIFICATION. To the fullest extent permitted by applicable law, Contractor shall, at its own cost, defend, indemnify and hold harmless Buyer, its parents, subsidiaries, affiliates, lenders, directors, officers, agents, employees, successors and assigns of each of them ("Indemnified Parties"), from and against any and all liability (including strict liability), actions, judgments, claims, losses, costs, including costs of environmental remediation, cleanup and mitigation, fines, penalties, fees, expenses and/or damages, loss of benefits under manufacturer's guarantee or service agreement, and attorneys' fees and expenses, ("Losses") arising out of or resulting from the Contractor's or its personnel's, representatives', agents' and subcontractors' performance of the Work relating to (i) personal injury or death to any persons; (ii) property damage, including without limitation environmental damages, (iii) infringement of any third-party intellectual property rights, (iv) third party claims against the Buyer for unauthorized disclosure by the Contractor of any Buyer confidential or property information; (v) non-payment of any taxes due from the Contractor and (vi) violation of applicable laws or regulations in

effect when the Work is performed (including environmental regulations) by the Contractor, its employees, agents, agents' representatives or subcontractors. In all cases of death or injury to employees, officers or agents of either Contractor or its subcontractors, whether or not caused by Contractor, Contractor shall indemnify Buyer for any and all liability except where such death or injury results solely from the gross negligence or willful misconduct of Buyer.

a) Any tools, supplies, equipment, or other items loaned by the Buyer to Contractor shall be loaned solely as a convenience to Contractor. Contractor agrees that such items are being loaned "AS IS" and the Buyer makes no representations as to the condition, suitability for use, freedom from defect or otherwise, of such items. Contractor shall, at its own cost, defend, indemnify and hold harmless the Buyer and Affiliates and the officers, agents, employees, assigns and successors of both, from and against any and all liability, damages, loses, claims, demands, actions, causes of action, costs including attorney's fees and expenses, or any of them, resulting from the death or injury to any person or damage to any property, arising out of any actual or alleged use, delivery, or transportation of any and all loaned tools, supplies, equipment or other items having defects or claimed to be defective.

11) INSURANCE. At all times during the term of this Agreement, Contractor shall maintain, and shall require that each subcontractor performing any service (except material deliveries only) at the Site to maintain, at all times during the Work and at its own expense, valid and collectible insurance as required by the Buyer, in at least the limits (which may be a combination of primary and excess coverage) specified as follows:

COVERAGES      LIMITS OF LIABILITY

Worker's Compensation Statutory

Employer's Liability      \$1,000,000 each Occurrence

Comprehensive General Public Liability, \$1,000,000 each Occurrence and including Bodily Injury, Property Damage, and \$2,000,000 in aggregate

Contractual Liability

Automobile Liability, Including Bodily Injury and \$1,000,000 each Occurrence

Property Damage

Excess Liability Insurance providing, without Combined single limit of not less than

limitation, Excess General Liability, Automobile, \$5,000,000.00

Liability, and Employer's Liability

a) In the event Contractor is furnishing design services or other professional services, Contractor shall obtain Professional Liability or Errors & Omissions Insurance for the Work. Such insurance shall have a limit of not less than One Million Dollars (\$1,000,000) each Occurrence and Two Million Dollars (\$2,000,000) in aggregate. Coverage shall be maintained for a period of (3) years following the date that the Work is completed and accepted.

b) Such insurance shall be in all respects acceptable to the Buyer before commencement of the Work. Contractor waives all right of subrogation against the Buyer regardless of whether Contractor's insurance is endorsed accordingly. Contractor shall require that each policy (other than Worker's compensation and Professional Liability) endorse the Buyer as an additional insured and provide an original copy sent from the insurance carrier to the Buyer.

12) RISK OF LOSS; TITLE. Risk of loss for all labor, materials, tools, equipment and work performed remains with Contractor until the Work is completed and accepted by the Buyer, regardless of whether the Buyer has title thereto under this Agreement. Responsibility of Contractor shall extend to materials and equipment furnished or leased by the Buyer to Contractor under this Agreement. Title to the Work shall pass to Buyer upon acceptance of the Work. Title to the Work shall be free and clear of any and all liens and encumbrances.

13) PATENTS AND TRADE SECRETS. Contractor agrees that it will not at any time, either while engaged hereunder by the Buyer or afterwards, make any outside use of, or disclose to any other person or organization, except as authorized in writing by the Buyer, any information, whether patentable or not, regarding plans, programs, facilities, processes, products, costs, equipment, operations or customers which comes within the knowledge of Contractor in the performance of the Work. To the fullest extent permitted by law, Contractor shall fully indemnify, save harmless and defend the Buyer from and against any and all losses which the Buyer may hereafter suffer or pay by reason of any claims, suits or proceedings arising out of allegations of infringement of any domestic or foreign patent rights, licenses copyrights or other intellectual property, proprietary or confidentiality rights, with respect to materials equipment and information designed, procured or recommended by Contractor or by any subcontractor in performing the Work.

14) OWNERSHIP OF WORK PRODUCT. All work product, property, data, documentation, information or materials conceived, discovered, developed or created by the Contractor pursuant to this Agreement (collectively, the "Work Product") shall be owned exclusively by the Buyer. To the greatest extent possible, any Work Product shall be deemed to be a "work made for hire"(as defined in the United States Copyright Act, 17 U.S.C.A. §101 et seq., as amended) and owned exclusively by the Buyer. The Contractor hereby unconditionally and irrevocably transfers and assigns to the Buyer all right, title and interest in or to any Work Product.

15) LIENS. Contractor is exclusively responsible for and shall indemnify and hold the Buyer harmless from all liens or claims which may at any time be asserted by Contractor's subcontractors or material-men. If requested to do so, Contractor shall obtain from its subcontractors and file with the Buyer, a release, in form acceptable to the Buyer, of mechanics lien claims to which any subcontractor may at any time be entitled. No final payment shall be due until the Contractor has delivered to the Buyer a complete release of all liens arising out of this Agreement, or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the Buyer indemnifying it against any lien.

16) EQUAL OPPORTUNITY. In the performance of this Agreement, Contractor and the Buyer shall not engage in any conduct or practice which violates applicable law, order, or regulation prohibiting discrimination against any person by reason of race, religion, national origin, sex, age, handicapped condition, or veteran's status. If this Agreement is subject to Executive Order 11246, as amended, Contractor and the Buyer shall comply therewith.

17) CONFIDENTIALITY. Except as expressly agreed by the Buyer in writing, Contractor shall treat as strictly confidential any and all technical and business information, data and material regarding the Buyer or its business disclosed to Contractor in connection with this Agreement, and any and all technical or business information, data and material Contractor may learn, observe, or otherwise obtain or develop concerning the Buyer or its business. Contractor shall take all reasonable precautions to prevent disclosure of such information, data and material to third parties and to restrict the use of such information, data and materials to the limited purpose of this Agreement and no other purpose. These obligations of confidentiality shall survive termination of this Agreement.

18) FORCE MAJEURE. Except for the payment of money when due, if because of Force Majeure (as defined below), either party is unable to carry out any of its obligations hereunder, then the obligations of the affected party shall be suspended to the extent made necessary by such Force Majeure and during its continuance, provided however, that the Party giving such notice shall use its reasonable efforts to mitigate the effects of such Force Majeure. "Force Majeure" is defined as an event that was not foreseeable as of the date of execution, was beyond the reasonable control of and without the fault or negligence of the party affected by the Force Majeure, and which event such party could not have avoided by the exercise of due diligence and reasonable care. Events of Force Majeure may include the following: act of God; explosion; fire; flood; drought; epidemic; earthquake; storm; riot; insurrection; blockade; war or other hostilities; strike, lockout or other industrial disturbance (even if such labor difficulty may have been avoided or may be settled by acceding to the demands of the parties in dispute); act or restraint of governmental authority; failure of transportation or usual sources of supply. Material price increases alone cannot and will not be considered causes to declare Force Majeure. Contractor shall submit all Force Majeure claims in writing to the Buyer within 24 hours of the event for acceptance by the Buyer. Acceptance by the Buyer will not be duly withheld.

19) SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

20) TERMINATION.

a) For Cause. The Buyer may terminate this Agreement for cause in whole or in part immediately upon issuance of written notice, on the date set forth in such written notice. "Cause" shall mean the breach or violation by Contractor of any condition, term, covenant safety, environmental and security rules or or other provision of this Agreement, including but not limited to the failure of Contractor to prosecute the Work with diligence, on schedule, within budget, or in compliance with all applicable laws, or the insolvency of Contractor. Upon termination the Buyer may take possession of all materials, tools, and equipment pertaining exclusively to the Work, finish the Work by any means as the Buyer sees fit or otherwise make good the deficiency, and deduct the costs incurred by the Buyer from any payment due Contractor. If the unpaid balance exceeds the Buyer's expense of finishing the Work or making good the deficiencies, the Buyer shall pay the difference to the Contractor within ten (10) business days after completing the Work. If such expense exceeds the unpaid balance, Contractor shall pay the difference to the Buyer upon demand.

b) For Convenience. The Buyer may terminate this Agreement in whole or in part for convenience two (2) business days from issuance of written notice by the Buyer. Upon termination for convenience, the Buyer shall pay Contractor all amounts due and owing up to the date of termination. Upon the request of the Buyer after any termination under this section, Contractor shall execute and deliver all



documents and take all other steps, including legal assignments, necessary to transfer to the Buyer (or to the Buyer's designee) all of Contractor's right, title or interest in and to all technical data, plans, specifications, drawings and other information and items developed or procured by Contractor for the Work and all contractual rights of Contractor under all subcontracts, purchase orders, warranties, guarantees and other agreements for the Work.

21) LIMITATION OF LIABILITY. EXCEPT FOR A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT HEREUNDER, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL ANY OF THE TERMS OF THIS AGREEMENT BENEFIT OR CREATE ANY RIGHT OR CAUSE OF ACTION IN OR ON BEHALF OF ANY PERSON OR ENTITY OTHER THAN BUYER AND CONTRACTOR. THE PROVISIONS OF THIS SECTION 21 SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 21 SHALL BE CONSTRUED TO LIMIT THE CONTRACTOR'S LIABILITY FOR (I) ANY LIQUIDATED DAMAGES AGREED UNDER THIS AGREEMENT, (II) CONTRACTOR'S INDEMNITY OBLIGATIONS HEREUNDER, OR (III) CONTRACTOR'S LIABILITIES COVERED UNDER CONTRACTOR'S INSURANCE REQUIREMENTS WITHIN SECTION 11.

22) GOVERNANCE. This Agreement, and any disputes relating to, arising out of or connected with this Agreement, shall in all respects be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law rules thereof that may direct the application of the laws of another jurisdiction.

23) NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies on any persons other than the Parties and their respective successors and permitted assigns.

24) RELATIONSHIP OF PARTIES. The Buyer's relationship to Contractor is that of an independent contractor, and nothing in this Agreement shall be construed as creating any association, trust, partnership, franchise, employment relationship or joint venture or impose a trust or partnership duty, obligation or liability on or with regard to either Party. The Contractor shall properly cooperate with any other contractors retained by the Buyer. The Contractor shall neither delegate any duties nor assign any rights under this Agreement without the prior written consent of the Buyer. Any such attempt at delegation or assignment shall be void.

25) SUCCESSORS AND ASSIGNS. This Agreement shall constitute a legally binding obligation of each of the Parties and shall inure to the benefit of and be binding upon their respective successors and permitted assigns.

26) AMENDMENTS. No additions, deletions or alterations shall be made to this Agreement unless in writing and properly executed by authorized representatives of both parties.

27) NOTICE. Any notice or communication required or permitted hereunder shall be sufficiently given if sent by first class mail, postage prepaid, to the addresses set forth in the Purchase Order.

28) ENTIRE AGREEMENT. This Agreement, together with any Exhibits specifically incorporated by reference, represents the entire agreement of the Parties with respect to the Work, and supersedes all prior understandings, oral or written regarding the subject matter hereof. If any proposal or other documentation from Contractor is attached to this Agreement or otherwise referred to in this Agreement, these General Terms and Conditions shall control to the extent that such proposal or documentation conflicts with these General Terms and Conditions. Any changes, exceptions, or different terms and conditions proposed by Contractor, or contained in Contractor's acknowledgment of the Purchase Order, are hereby rejected. This Agreement may not be amended except by written instrument signed by both Contractor and Owner.

29) NO WAIVER. No waiver of any of the terms or conditions of this Agreement shall be binding on the Buyer unless in writing and signed by authorized representatives of the Buyer. Any waiver of a breach of any of the terms or conditions of this Agreement shall not operate as a waiver of any other breach of such terms or conditions or of any other term or condition. Without limiting the foregoing, no acceptance by the Buyer of nonconforming materials or Work shall constitute acceptance of future nonconforming materials or Work.

30) ASSIGNMENT. Neither this Agreement nor any interest hereunder shall be assigned without the prior written consent of the Buyer, which consent may be withheld by the Buyer in its sole and absolute discretion. Any assignment or delegation in violation of this section shall be null and void.

31) INVOICING. Net invoices and cash discount invoices received by the Buyer without supporting papers complete to the Buyer's satisfaction shall not be paid until complete as specified therein. The date of receipt by the Buyer of final and complete supporting papers shall in all cases govern dates of payment.

32) PAYMENT TERMS. Unless different payment terms are expressly stated in the Purchase Order, all proper and complete invoices submitted to the Buyer shall be paid in accordance with payment terms of a 2% discount if paid within 15 calendar days or net total within 45 calendar days (commonly known as 2/15, net 45) of receipt of invoice by the Buyer.

33) SHIPPING. Bills of lading, express receipts, invoices, shipping lists, and other appropriate papers relating to this Agreement must be sent to the Buyer on the day shipment is made. All such papers shall bear the Buyer's Purchase Order number. All shipments must be made in name of Contractor and all shipping and invoice requirements must be completed within every particular shipment.

34) LAWS AND PROVISIONS. Anti-Corruption and Anti-money Laundering Provisions. Contractor shall comply fully with all applicable laws of the countries in which the obligations set forth in this Agreement shall be performed, as well as the applicable anti-corruption, anti-money laundering, anti-terrorism and economic sanction and anti-boycott laws of the United States, including without limitation, the United States Foreign Corrupt Practices Act.

In performing its obligations under this Agreement, Contractor and its officers, directors, employees, agents and representatives agree that they have not, and will not:

a) directly or indirectly, offer, give, make, promise, pay or authorize the payment of any money, gift, or anything of value to any person that is an officer or employee of any government, or an officer or employee of any department, agency or instrumentality thereof, or of any public international

organization, or any person acting in an official capacity on behalf of such government, department, agency or instrumentality thereof, or any candidate for or appointee to a political or government office, or to any political party; or

b) receive, transfer, retain, use or hide the proceeds of any criminal activity whatsoever, or employ or otherwise conduct business with a "designated person," namely a person or entity that appears on any list issued by the United States or international organization such as the United Nations as being involved in money laundering, terrorism, or drug trafficking, or as having violated economic or arms embargoes.

In the event Contractor becomes aware or obtains knowledge of any violations of the above obligations of this Section 34, Contractor shall promptly report to Buyer any such violation. Contractor acknowledges receipt of a copy of Buyer's Code of Business Conduct and Ethics.

35) COUNTERPARTS. This Agreement may be executed in several counterparts and by facsimile or electronic mail, each of which is an original and all of which constitute one and the same binding instrument.