

SIEMENS ENERGY, INC.
GENERAL PURCHASING TERMS AND CONDITIONS
FOR UNITED STATES PROCUREMENTS
September 01, 2015

These terms and conditions, as supplemented by the terms stated or referenced on the face of the Purchase Order issued by Buyer shall be the exclusive statement of the agreement between Buyer and Seller. Seller expressly accepts the Purchase Order terms and conditions and agrees that any additional or different terms provided by Seller (in a Purchase Order acknowledgment or otherwise) will be ineffective.

1. DEFINITIONS

“Asbestos” shall mean to include but not be limited to chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that has been chemically treated and/or altered.

“Buyer” shall mean Siemens Energy, Inc., or any Siemens Energy, Inc. affiliate issuing the Purchase Order to Seller.

“Parties” shall mean Buyer and Seller collectively and “Party” means either one of them.

“Purchase Order” shall mean the purchase order issued by Buyer to Seller, and any attachments, drawings, specifications or other documents that are incorporated by reference, as it may be amended, modified or supplemented from time to time in accordance with the terms thereof.

“Seller” shall mean the company that receives the Purchase Order.

“Work” shall mean labor, services, materials, supplies, products, equipment, information, software, systems, data, drawings, designs, specifications, or reports furnished by Seller to Buyer in accordance with the Purchase Order.

2. COMMUNICATIONS

All written communications must be directed to Buyer's purchasing representative, as identified in the Purchase Order or as otherwise designated in writing by Buyer. No adjustments to the Work shall be made unless authorized in writing by Buyer prior to implementation. Any such adjustment must be confirmed by a change notice to the Purchase Order executed by authorized representatives of both Parties.

3. DELIVERY

A. Time is of the essence for the Purchase Order. The delivery terms for the Work shall be as set forth in the Purchase Order. Seller shall furnish sufficient labor, material, services, management, plant facilities and equipment and shall work such hours, including night shift, overtime, weekend and holiday work as may be required to assure compliance with the established delivery dates, all at no

additional charge to Buyer. Delivery, in whole or in part, shall not be made more than five (5) calendar days prior to the delivery date specified herein, unless agreed in writing by Buyer. Seller shall be responsible for paying any express delivery or similar charges necessary to meet established delivery dates. If the Purchase Order does not specify liquidated damages, then Seller shall be responsible for Buyer's actual costs and damages resulting from late delivery of the Work.

B. If liquidated damages for delay in delivery or completion are set forth in the Purchase Order, Seller expressly agrees that (a) such liquidated damages were specifically negotiated by the Parties and are in lieu of Buyer's actual damages for delay, which both Parties agree such damages would be difficult or impossible to calculate, (b) such liquidated damages constitute a fair and reasonable estimate of the amount of damages that would be incurred by Buyer in the event of such delays in delivery or completion of the Work in light of anticipated harm, and the difficulties of proof of and inconvenience or nonfeasability of obtaining any adequate remedy, (c) such liquidated damages are not intended as and shall not be deemed or construed as penalties, and (d) it waives any right to contest the validity or enforceability of such liquidated damages. Notwithstanding any such payment of liquidated damages for late delivery, Seller shall remain obligated to meet the delivery terms.

C. Seller shall be responsible for packaging all equipment/materials and loading each shipment made under the Purchase Order on carrier's conveyance in accordance with packaging specifications and requirements stated in the Purchase Order. If the Purchase Order does not state packaging specifications and other related shipping requirements, Seller shall be responsible for proper packaging and loading of each shipment on carrier's conveyance in a manner sufficient to prevent damage during transportation.

D. Seller shall be responsible for marking all products provided as part of the Work to indicate the applicable country of origin. Such marking shall be clear, conspicuous and permanent. If the product is not capable of being marked, the outer-most box or container shall be marked with the country of origin.

E. Seller shall be responsible for providing all necessary shipping documents, including, but not limited to, customs invoices, as applicable, and packing lists in accordance with Buyer's requirements.

F. Seller shall provide all relevant documentation, as required by Buyer or applicable laws and regulations. Such documentation shall include the Export Control Classification Numbers, if known.

G. In the event the Purchase Order indicates Buyer is arranging for transportation and paying the related charges or if otherwise specified in the Purchase Order, Seller shall use approved contract carriers designated by Buyer and shall comply with the guidelines or instructions provided by Buyer. If Seller fails to use approved carriers or otherwise fails to follow Buyer's guidelines or instructions, Seller shall be solely responsible for any additional shipping and transportation charges and any damages resulting from such failure.

H. Seller shall, if applicable, comply with United States Importer Security Filing (ISF) requirements, also known as 10+2, which requires Seller to submit specific information for all its ocean shipments destined for US ports pursuant to US Customs Border Protection (CBP) regulations. If Seller fails to provide complete and accurate information to the ISF filing agent identified by Buyer pursuant to US Customs Border Protection regulations, then such failure may result in delays, detention of the cargo or of the ocean vessel, or liquidated damages charged by US Customs Border Protection. Any liquidated damages, penalties, fines, detention costs or other costs or expenses incurred by Buyer as a result of Seller's noncompliance with ISF Notification requirements will be charged back to Seller.

I. Seller shall comply with the Customs-Trade Partnership Against Terrorism (C-TPAT) and the World Customs Organization's SAFE Framework of Standards for security requirements. Without limiting the generality of the preceding, Seller must implement reasonable security control standards which address the following areas when delivering merchandise to Buyer in the United States:

i) Procedural Security: Seller will have procedures in place to protect against unauthorized material being introduced into the Work.

ii) Physical & Access Security: Seller's facilities will have adequate security measures installed to protect against unauthorized access and to resist unlawful entry to Seller's facilities, including but not limited to adequate security measures to confirm the identity of Seller's employees, visitors, and vendors, and information technology security to prevent unauthorized access to Seller's information technology systems.

iii) Personnel Security: Seller will conduct employment screening in accordance with the local laws of the location of Seller's facilities or offices, including background checks and identity verification.

iv) Education and Training Awareness: Seller will implement a security awareness training program which trains its employees on a) appropriate ways of securing Seller's cargo; b) how to identify and address unauthorized access to Seller's cargo; and c) communication protocols for notifying governmental agencies when illegal activities are present or suspected.

v) Transportation Security: Seller will implement reasonable steps to protect against the introduction of unauthorized personnel and material in any transport conveyance (e.g., containers, trucks, drums, etc.).

vi) Notification to Buyer: If Seller suspects a security breach in Seller's supply chain or such a breach is discovered or suspected after dispatch of the Work from Seller's facility, Seller must notify Buyer immediately.

4. TITLE AND RISK OF LOSS

A. Title to the Work shall pass to Buyer at the earlier of (a) payment for such Work, or (b) receipt of the Work by Buyer per the delivery terms in the Purchase Order. In the event of advance or progress payments, Seller shall (i) to the extent feasible, identify or otherwise mark the Work as Buyer's property; (ii) execute and deliver such documents as may be deemed necessary by Buyer to confirm that title to such Work has passed to Buyer; and (iii) if requested by Buyer, provide an advance payment bond which shall be acceptable in form and

substance to Buyer. All Work shall be delivered free and clear of any liens or claims by Seller, Seller's suppliers or any other third party.

B. Seller represents and warrants that to the extent permitted by applicable law, it waives and releases any and all liens, claims or rights of lien which it has or may have against Buyer or Buyer's customer (or any property owned by Buyer or Buyer's customer) on account of the Work furnished pursuant to the Purchase Order.

C. Seller agrees to indemnify, defend and save harmless Buyer and Buyer's customer, their assigns and affiliates from any claims or demands for payment in connection with Work performed by Seller or Seller's suppliers or subcontractors of any tier under the Purchase Order and Seller shall pay any costs and expenses including counsel or attorney's fees incurred by Buyer, Buyer's customer or Seller in the defense or settlement of any such claims and demands.

D. Unless otherwise specified in the Purchase Order, risk of loss for the Work or any portion thereof shall pass to Buyer upon receipt of such Work by Buyer according to the delivery terms in the Purchase Order.

5. TERMS OF PAYMENT

Buyer will compensate Seller in accordance with the payment terms set forth in the Purchase Order. Payments shall be made only upon receipt of a satisfactory invoice detailing the request for payment and only after Buyer has determined that the Work for which payment is being requested has been performed in accordance with the Purchase Order, including submittal of all required shipping documents, manuals, drawings and instructions. Proof of shipment shall be provided by Seller with all invoices. Any payment(s), including final payment, shall not relieve Seller from any of its obligations to Buyer under the Purchase Order.

6. TAXES AND DUTIES

A. The purchase price under this Purchase Order does not include any applicable sales or use taxes. If sales or use taxes are applicable to the Work and Seller is required by applicable law to collect such taxes in the jurisdiction in which the delivery point is located (as identified in the Purchase Order), Seller shall add the applicable sales or use tax to its invoices (as a separate item) and Buyer will pay Seller as an addition to the purchase price upon its verification that such amount is due and payable. Seller shall contact Buyer's purchasing representative in the event: (1) the delivery point is not clearly specified; (2) Seller has reason to believe that tax information identified on the Purchase Order may be incorrect or no required tax information is specified; (3) Seller believes a tax exempt certificate or other applicable document is required from Buyer; or (4) Seller otherwise has any question regarding the issue of sales or use taxes. All other taxes or duties imposed prior to delivery shall be to the account of Seller, including but not limited to property taxes applicable to the Work imposed prior to delivery and any inventory taxes that may be levied on the Work prior to delivery or which is otherwise in Seller's custody.

B. Buyer shall have all rights to any refund or reimbursement of any import duty paid by Seller in the United States in connection with this Purchase Order. Seller waives any interest in or rights to such refund or reimbursement and agrees to provide, at no cost to Buyer, proof of importation and/or re-exportation as the case may be, satisfactory to Buyer and the U.S. Customs administration or other government agency in the United States, and to provide any other supporting documentation as may be reasonably requested by Buyer to enable Buyer to recover duties paid in connection with the Work.

7. REPRESENTATIONS AND WARRANTY

A. Seller warrants that the Work furnished hereunder (i) shall be free from any defect or nonconformity in design, workmanship and materials; (ii) shall be in strict compliance with the requirements of this Purchase Order and generally accepted engineering and manufacturing standards; and (iii) shall be capable of operation in accordance with Seller's operating recommendations and limitations, and in the absence thereof, standard industry practice, until eighteen (18) months after first placed into service or thirty-six (36) months after the delivery, whichever first occurs. Seller shall correct any such nonconformity with this warranty at its sole expense and at the direction and sole discretion of Buyer, by promptly accomplishing one or more of the following: (i) repairing or replacing the nonconformity (and correcting any plans, specifications, or drawings affected); (ii) furnishing Buyer any materials, parts and instructions necessary to correct or have corrected the nonconformity, including reimbursement for Buyer's costs; or (iii) paying Buyer a portion of the Purchase Order price. In the event of any breach or non-compliance by Seller with this warranty obligation, Buyer shall also be entitled to recover any and all costs and expenses incurred directly by Buyer or payable to third parties, including but not limited to additional costs of Buyer's personnel (based on standard hourly rates) or other labor, evaluation costs, re-working or scrapping costs, additional or premium transportation or testing conducted by Buyer.

B. Seller warrants that any technical field assistance or other services furnished by it shall reflect the highest standards of professional knowledge and judgment and shall be in strict compliance with the requirements of this Purchase Order. Seller shall correct any nonconformity with this warranty at its sole expense, as directed by Buyer, by promptly (i) re-performing the Work or (ii) paying or refunding to Buyer a corresponding portion of the Purchase Order price.

C. The warranty with respect to any corrected Work shall be subject to the same terms as the original warranty except that the warranty period on any such corrected Work shall be one (1) year from the date of repair or replacement or until the end of the original warranty period, whichever is longer.

D. Seller represents and warrants that all equipment, material, components or parts furnished hereunder are free of Asbestos and Asbestos containing materials.

8. CHANGES AND MODIFICATIONS

A. Buyer may at any time, by written notice to Seller, make changes or modifications to the Work, including substitutions of materials or accessories.

Such changes or modifications may only be authorized by Buyer's purchasing representative. If any such change or modification causes an increase or decrease in the cost of or the time required for performance of the Work, Seller shall notify Buyer in writing immediately and an equitable adjustment in the price or time or both will be negotiated and a written modification will be made to the Purchase Order. Any claim for adjustment by Seller must be asserted in writing within ten (10) calendar days after receipt of notice from Buyer. Nothing contained in this paragraph shall excuse Seller from proceeding with the Purchase Order as changed or modified by Buyer.

B. Any amendment to, or waiver or modification of, any of the terms and conditions of the Purchase Order shall only be valid when done in writing and signed by both Buyer and Seller.

C. Seller shall not make any changes or modifications to the Work, including substitutions of materials or accessories, without prior written permission from Buyer's purchasing representative.

9. INSPECTION AND ACCEPTANCE

A. Buyer may inspect and test Work in progress (including Work performed by Seller's subcontractors and suppliers) at any time. Such inspections and tests may be performed by Buyer or its representatives, Buyer's customer or customer's representatives. If inspections and tests are made on Seller's premises, Seller, without additional charge, shall provide reasonable facilities and assistance for the safety and convenience of Buyer's inspectors or representatives in performing their duties. Inspections and tests by Buyer shall be performed in such a manner as to not unduly delay the Work. Buyer may charge Seller any additional cost of inspection and test when Work is not ready at the time such inspection and test is requested by Buyer. In case of rejection, Buyer shall not be liable for any reduction in value of samples used in connection with such inspection or test. Seller shall maintain a quality control and inspection system acceptable to Buyer. Any inspection by Buyer shall not relieve Seller of any of its obligations in the Purchase Order.

B. Except as otherwise agreed in writing, all Work provided under the Purchase Order shall be subject to final inspection and acceptance by Buyer at its destination, notwithstanding any previous inspection or acceptance at the source of manufacture. By written notice to Seller, Buyer may back-charge Seller for the costs of correcting any deficiency at destination. If correction at destination is impracticable, Seller shall bear all risks after notice of rejection and shall, at Buyer's request, promptly make all necessary replacements at Seller's expense. If Seller fails to make prompt replacements, Buyer may make such replacements and back-charge Seller for excess costs incurred. Buyer's written confirmation of acceptance of Work (or any part thereof) shall not diminish or otherwise reduce Seller's responsibility or obligations under the Purchase Order.

C. Seller shall provide Buyer and/or Buyer's customers with access to facilities or records of Seller or its subcontractors relating to the Work for inspection or audit.

10. INSURANCE AND INDEMNITY

A. Seller shall, to the extent permitted by applicable law, defend, indemnify and hold harmless Buyer, its subsidiaries, affiliates, customers and other designated parties from and against any and all losses, expenses, liens, claims, demands, and causes of action of every kind and character (including those of the Parties, their agents and employees) for death, personal injury, property damage or any other liability, damages, fines or penalties (except where reimbursement of fines or penalties is prohibited by applicable law) including costs, attorney's fees and settlements arising out of or in connection with the Work, or which arise out of, result from, or are contributed to by (1) the acts, omissions, fault or negligence in any form of Seller its subcontractors or suppliers, or any other parties for which Seller may be responsible, or any of their respective agents, employees, representatives, or contractors; (2) any defect in, or condition of the premises on which the Work is to be performed or any equipment thereon or any materials furnished by Buyer (or its suppliers and/or customer) to Seller; or (3) any equipment, components, materials or products furnished, sold or otherwise provided under the Purchase Order.

B. Seller shall provide and shall require its subcontractors to provide the following types of insurance in amounts not less than indicated below. Seller shall maintain such insurance in full force and effect until this Purchase Order has been fully performed and the Work accepted in writing by Buyer and/or all equipment, implements, and machinery of Seller have been removed from, and all employees, agents, representatives and sub agencies, subcontractors and/or suppliers of Seller have left the premises as described above, including any other party's premises to the extent of and, if so applicable, relevant to carry out the intent of the Work. Buyer, its subsidiaries, affiliates, Buyer's customer and/or any other designated party as applicable shall be named as an additional insured with respect to the Commercial General Liability (Article 10) B) 3) below) and Automobile Liability (Article 10) B) 4) below) policies/coverage(s). All of Seller's policies of insurance, except for Workers' Compensation and Employers Liability, shall be primary insurance and noncontributing with any other insurance maintained by Buyer, its subsidiaries, affiliates, customers and other designated parties. The limits of insurance set forth below may be satisfied by any combination of excess and primary insurance coverage.

- 1) Worker's Compensation Insurance in accordance with the statutory requirements of the location in which the Work is performed.
- 2) Employer's Liability Insurance with a minimum limit of \$1,000,000 each occurrence.
- 3) Commercial General Liability Insurance (including coverage for Premises/Operations, Underground, Undermining, Explosion and Collapse (XCU) Hazard, Product/Completed Operations, and Contractual Liability Coverage covering Seller's contractual liability assumed under Article 10) A) above) with minimum limits of \$5,000,000 per occurrence.
- 4) Automobile Liability Insurance including coverage for owned, hired, and non-owned automobiles with minimum limits of \$5,000,000 per occurrence.

The following is required if Work involves such exposures:

5) Environmental Impairment Liability Insurance (including Asbestos) with the same limits of \$5,000,000 per occurrence.

6) Proof of Longshoremen's and Harbor Worker's Coverage if so mandated by Federal regulations for the scope of work to be performed by Seller under the Purchase Order.

7) Insurance covering loss or damage to Buyer's or Buyer's customer's property under the care, custody and control of Seller on a 100 percent replacement cost basis.

C. Neither the procurement, maintenance or acceptance of insurance coverage by Buyer shall relieve Seller of liability for loss or damage in excess of the policy coverage or limits specified herein or in any way limits or releases Seller of its obligations or liabilities under the Purchase Order.

D. All insurance certificates shall be in a form satisfactory to Buyer and shall stipulate that the insurance will not be canceled nor any change made in the policy and/or coverage(s) without at least thirty (30) calendar days prior written notice beginning upon the day of receipt of registered mail concerning same by Buyer. Evidence of insurance is to be furnished before any Work is started and in the amounts stated herein. Seller shall require its insurers to waive all rights of subrogation against Buyer, its affiliates, subsidiaries, directors, officers, agents and employees, Buyer's customer, and any other party designated as an additional insured under all insurance coverages, including umbrella liability coverages, referenced herein. Failure of Buyer to request certificates of insurance does not constitute a waiver of Seller's obligations under this Article 10.

E. Buyer reserves the right at any time during performance of Work by Seller to require Seller to provide insurance in types and amounts in a form different and/or greater than that stated above with respect to unique circumstances (Work related or otherwise) and as may otherwise be required by customers of Buyer or required by governmental entities.

11. INTELLECTUAL PROPERTY RIGHTS

A. Seller agrees to make prompt and complete disclosure to Buyer of all inventions and disclosures made or conceived as a result of Work performed under the Purchase Order. Seller agrees to keep necessary records supporting such inventions and discoveries and will furnish to Buyer upon request all such records.

B. Any invention, discovery, proprietary information, software, system, data, drawings, designs, specifications or reports; patents, copyrights, trade secrets, trademarks or other intellectual property; resulting from the Work performed under the Purchase Order that is solely funded by Buyer shall be solely owned by Buyer. In the event it is not solely funded by Buyer or is commingled with Seller's invention, discovery, proprietary information, software, system, data,

drawings, designs, specifications or reports; patents, copyrights, trade secrets, trademarks or other intellectual property then Buyer shall have the exclusive rights for such in its field of business. Buyer shall have the full right to use such property in any manner without any claim on the part of Seller and without any duty to account to Seller for such use. Seller agrees to assign to Buyer any patent or patent application resulting from Work performed and solely funded by Buyer under the Purchase Order, and to provide reasonable support for Buyer's prosecution of such patent application.

C. The Parties agree that any original work of authorship created under the Purchase Order and solely funded by Buyer is a work made for hire for purposes of copyright ownership for which Buyer may apply copyright or other form of intellectual property protection in its own name and may be used by Buyer for any purpose, whatsoever, irrespective of any statement to the contrary appearing on such data, drawing, designs, software and specifications. Unless otherwise approved by Buyer in writing, and without additional cost to Buyer, it is the sole responsibility of Seller to obtain any and all licenses and rights necessary to afford Buyer the foregoing rights. To whatever extent Seller has any interest in any original work or authorship created under the Purchase Order, Seller hereby grants Buyer a non-exclusive license to use, reproduce, copy, sell, and distribute such work, including any derivative works.

D. Seller agrees to grant Buyer permission to include Seller's (including Seller's suppliers and subcontractors of any tier) copyrighted, proprietary and other documents in manuals and instruction books for use by Buyer, its co-venturers and its customers. These documents include, but are not limited to, drawings, sketches, specifications, operating instructions, installation instructions, maintenance and troubleshooting procedures, literature, and marketing brochures furnished to Buyer by Seller.

E. The Purchase Order does not confer or grant, in any manner whatsoever, any license or right under any patent, trademark, trade secret, copyright or other intellectual property right held by Buyer, unless specifically set forth in the body of the Purchase Order.

12. INTELLECTUAL PROPERTY INDEMNIFICATION

A. Seller shall defend, indemnify and hold harmless Buyer, Buyer's customer, and their officers, agents, and employees from any and all liability, including costs and expenses, for infringement of any patent, copyright, trademark and other intellectual property right arising out of performance by Seller under the Purchase Order or Buyer's or Buyer's customer's possession or use of the Work. Buyer shall inform Seller as soon as practicable of any suit or claim alleging such infringement and shall give Seller such opportunity, if afforded by applicable laws, rules, or regulations to participate in the defense thereof.

B. In case the Work, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer or Buyer's customer is enjoined, Seller will, at its option and its own expense: (a) procure for Buyer the right to continue using said Work; (b) replace it with substantially equivalent non-infringing Work; or (c) modify it so it becomes non-infringing.

13. PROTECTION OF INFORMATION

A. All information marked or designated as confidential or proprietary including, but not limited to, software data, drawings, designs, specifications, photographs, and sketches relating to Work hereunder furnished by Buyer to Seller or developed by Seller for Buyer shall (except to the extent such information has been independently developed prior to the Purchase Order by Seller or is received by Seller from a third party without restriction) be treated by Seller as Buyer's confidential proprietary information ("Information").

B. Seller agrees that it will use Buyer's Information only in connection with the Work ("Permitted Use"). Seller shall not use such Information for any purpose except the Permitted Use. Seller shall not transmit or further disclose such Information to any third party, including its parent, affiliates, subsidiaries or subcontractors without first obtaining the prior written approval of Buyer. In the event that Seller is required by a court or federal, state or local agency to disclose any Information, Seller shall promptly notify Buyer of such order so that Buyer may seek a protective order or take action as it deems appropriate. In such circumstances, Seller shall exercise reasonable efforts to disclose only the minimal amount of Information required to satisfy such order. All Information delivered pursuant to this Purchase Order shall be maintained in confidence with the same level of care as Seller maintains its own confidential and proprietary information but in no event maintained with any less than a reasonable standard of care from the date of disclosure until ten (10) years after the expiration or termination of this Purchase Order.

C. Seller shall not make any copy or in any way reproduce or excerpt such Information except where necessary for the Work, hereof, or as authorized by Buyer in writing.

D. Seller's duties of confidentiality under this Purchase Order shall not apply to Information which Seller can show is the same as information which (i) is generally known or readily available to the trade or public; or (ii) was in the possession of Seller or an affiliate of Seller and not subject to a confidentiality obligation prior to its disclosure hereunder; or (iii) was legally acquired from a third party without restriction; or (iv) was developed independently by Seller without benefit of confidential and proprietary information furnished hereunder by Buyer.

14. BUYER FURNISHED PROPERTY

The following additional provisions shall apply to any and all tools, patterns, equipment, material, or other property which is either (i) supplied to Seller by Buyer or (ii) purchased by or on behalf of Buyer to perform the Work (hereinafter "Buyer Furnished Property"). Buyer Furnished Property provided to Seller shall carry no guarantee as to adequacy of form, fit or function with respect to any intended use or fitness for any intended purpose by Seller or as such Buyer Furnished Property may be used by Seller in conjunction with any other material and/or property of either Seller or Buyer.

- A. Seller shall not use Buyer Furnished Property on any work other than the Work without the prior written consent of Buyer.
- B. Title and all rights to Buyer Furnished Property shall remain with Buyer. Seller shall segregate and clearly mark Buyer Furnished Property to show Buyer's ownership and shall do all things necessary to preserve Buyer's title thereto, free and clear of all encumbrances. Seller shall, if requested by Buyer, submit to Buyer an itemized inventory showing the description, location, and identifying marks of each item of Buyer Furnished Property. Buyer shall have the right to enter Seller's premises and inspect any and all Buyer Furnished Property. Should Seller fail to perform the duties imposed upon it by this Article 14) B) or should Buyer at any time have reason to believe that its title to, or right to the possession of, any Buyer Furnished Property is threatened, Buyer shall have the right to enter upon Seller's premises and remove any or all such property. Upon completion or termination of the Purchase Order, Seller shall segregate and collect in one location all Buyer Furnished Property and shall dispose of the same as Buyer may direct. Buyer reserves the right to abandon Buyer Furnished Property at no additional cost to Buyer upon issuance of written notification to Seller of such intent.
- C. Unless otherwise approved by Buyer in writing, Seller shall, at its own expense, perform all maintenance, repairs, and replacements necessary with respect to Buyer Furnished Property so that the same may remain suitable for the use contemplated hereby and may, at the time required by the Purchase Order, be returned to Buyer in as good condition as when received, except for reasonable wear and tear or consumption of materials necessarily resulting from their use.
- D. Seller shall give Buyer prompt written notice of any Buyer Furnished Property which upon delivery to Seller is found to be defective. The correction or replacement of such defective Buyer Furnished Property shall be accomplished at Buyer's written direction and expense.
- E. Upon delivery, procurement or manufacture of any Buyer Furnished Property, the risk of loss or damage shall be upon Seller. Risk of loss or damage shall transfer to Buyer when such property is returned to Buyer in the manner required hereunder.
- F. Seller shall indemnify Buyer against any and all liability for damage to Buyer Furnished Property or injury to or death of persons arising from or incidental to the presence or use of Buyer Furnished Property, whether such damage, injury, or death be caused by defects in such property, negligence in the use thereof, strict liability, or otherwise.

15. DELAYS AND FORCE MAJEURE

- A. Seller must notify Buyer in writing within twenty four (24) hours of the knowledge of and/or occurrence of any event or circumstance which may result in a delay in the performance of the Work. Neither Party shall be considered to be in default or in breach of its obligations under the Purchase Order if and to the extent that its failure or delay in performance is actually caused by a Force Majeure Event. Force Majeure Events means acts of God or nature, acts of civil

or military authority, fires, floods, epidemic, war, or like occurrences that are beyond the control and without the fault of either Party and which can be demonstrated by the affected Party to have a direct effect on the performance of its obligations under the Purchase Order. Strikes or other labor troubles involving Seller's employees or those of its subcontractors, if any, will not constitute a Force Majeure Event. Any additional costs and expenses incurred by Seller by reason of a Force Majeure Event shall be borne exclusively by Seller.

B. Seller must exercise its best efforts to mitigate the effect of such Force Majeure Events on the performance of the Work. Any relief granted by Buyer to Seller shall be limited to an extension of the time of performance to the extent caused by the Force Majeure Event, as determined by Buyer. If any Force Majeure Event of delay continues for more than ninety (90) calendar days, Buyer shall have the right, but not the obligation, to terminate the Purchase Order, and Buyer shall be entitled to a refund of any moneys it has paid to Seller.

16. TERMINATION

A. The Purchase Order and any and all rights granted and obligations assumed hereby may be terminated by Buyer for its convenience immediately upon written notice to Seller. Upon receipt of a notice of termination and except as otherwise mutually agreed, Seller shall:

1. Stop Work under the Purchase Order on the effective date of the notice of termination; and
2. Submit a termination claim within thirty (30) calendar days after the effective date of the termination notice incorporating all claims of Seller. The amount to which Seller shall be entitled upon complete termination of the Purchase Order shall be determined by the Parties hereto as being a fair and reasonable amount for the effort performed prior to the date of notice of termination. Buyer may deduct any amounts due to Buyer from Seller from the amount to be paid to Seller on other open purchase orders.

Buyer's total liability to Seller for such termination shall not exceed the Purchase Order price of the Work to which such termination applies. Further, Seller shall have no claim against Buyer for loss of anticipated profits or consequential damages suffered by reason of such termination.

B. Buyer may terminate the Purchase Order upon the occurrence of any of the following defaults: (i) Seller fails to perform and/or make delivery of the Work within the time or manner specified in the Purchase Order; (ii) a breach of any other term, condition, representation, warranty or guarantee set forth herein shall occur and not be cured within thirty (30) calendar days after Seller shall have notice of such breach; (iii) Seller fails to make progress so as to endanger performance of the Purchase Order and fails to cure said failure within thirty (30) days after notice thereof has been delivered by Buyer to Seller; (iv) reasonable grounds for insecurity arise with respect to Seller's performance and Seller fails to furnish adequate assurances within ten (10) days after a written demand by Buyer for such assurance; (v) any breach by Seller of the provisions of Article 17) B) or

17) C); or (vi) Seller becomes insolvent, ceases to do business as a going concern, becomes unable to pay its debts generally as they become due; has a petition for an order for relief under the bankruptcy or insolvency laws or for reorganization, composition, adjustment or other relief of debtors under any law filed by or against Seller, makes an assignment for the benefit of creditors; has a receiver or liquidator appointed for Seller, or, has any court of competent jurisdiction order the winding up or liquidation of the affairs of Seller. In the event of termination for such defaults, Buyer may procure the Work from alternative sources as it deems appropriate without any further obligation to Seller including that for partial performance, and Seller shall pay to Buyer any additional costs for Buyer's procurement of the Work covered by the Purchase Order. In addition, Buyer shall have the right to enter Seller's premises in order to remove any Work to which title has passed to Buyer. In the event that it is determined that Buyer's exercise of its termination rights under this Article 16)B). was for any reason not justified or otherwise improper, Buyer's termination of Seller shall be deemed a termination for convenience under Article 16)A). In such event, Seller's sole remedies in respect of such termination shall be as set forth in Article 16)A).

17. COMPLIANCE

A. Seller agrees to comply with all applicable laws, rules, regulations, codes, standards, permits, requirements and ordinances ("Applicable Laws") in the execution and performance of the Purchase Order. Without limitation, Seller agrees to comply with the following:

- 1) Fair Labor Standards Act of 1938, as amended;
- 2) Occupational Safety and Health Act of 1970, as amended;
- 3) Toxic Substance Control Act (P.L. 94-469), as amended, any all laws and government regulations affecting, controlling, limiting, regulating, pertaining or related to emissions, discharges, hazardous, toxic, radioactive, substances, materials or wastes;
- 4) anti-bribery and anti-corruption laws, including, as applicable, the United States Foreign Corrupt Practices Act and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions dated 21 November 1997;
- 5) any applicable laws and regulations concerning the export or import of products or technology;
- 6) applicable anti-money laundering, anti-terrorism and related laws of the United States and, when applicable, the country in which the Work will be performed or where the principal office of Seller is located.

B. Code of Conduct. Seller agrees to the following provisions:

- 1) Seller will comply with the principles and requirements of the "Code of Conduct for Siemens' Suppliers" attached hereto as Exhibit A (hereinafter the "Code of Conduct");
- 2) If requested by Buyer, Seller will provide to Buyer (a) a written self-assessment in the form provided by Buyer, or (b) a written report approved by

Buyer describing the actions taken or to be taken by Seller to assure compliance with the Code of Conduct;

- 3) Buyer, at its discretion, shall be entitled, to conduct inspections, at Seller's premises, in order to verify Seller's compliance with the Code of Conduct. Inspections may only be conducted by Buyer, including its authorized agents and representatives or other designated third parties, upon prior written notice to Seller, during normal business hours. Such inspections shall be in accordance with the applicable data protection laws and shall neither unreasonably interfere with Seller's business operations nor violate any of Seller's confidentiality agreements with third parties. Seller shall reasonably cooperate in any inspections conducted. Each Party shall bear its own expenses in connection with such inspection;
- 4) In addition to any other rights and remedies Buyer may have, in the event of (i) Seller's material or repeated failure to comply with the Code of Conduct or (ii) Seller's denial of Buyer's right of inspection as provided for in Article 17) B)3), after providing Seller reasonable notice of such failure and a reasonable opportunity to cure said failure, then Buyer may terminate this Purchase Order without any liability whatsoever. Such termination shall be deemed a termination for default as provided in Article 16)B).

Material failures include, but are not limited to, incidents of child labor, corruption and bribery, and failure to comply with the Code of Conduct's environmental protection requirements. The notice and opportunity to cure said failure as provided in Article 17)B)4), shall not apply to violations of requirements and principles regarding the prohibition of child labor as set out in the Code of Conduct or willful failures to comply with the Code of Conduct's environmental protection requirements.

C. Seller agrees that it will not, directly or indirectly:

- 1) Offer, give, make, promise, pay or authorize the offering, giving, making, promising or payment of any money, gift, or anything of value to any government official, that is an officer or employee of any government, or any department, agency or instrumentality thereof, any public international organization, any person acting in an official capacity on behalf of such government, any candidate for or appointee to a political or government office, or any political party.
- 2) Knowingly engage in any transaction which involves:
 - (i) Receiving, transferring, transporting, retaining, using, structuring, diverting, or hiding the proceeds of any criminal activity whatsoever, including drug trafficking, fraud, and bribery of any individual covered by Article 17) C)1) above;
 - (ii) Engaging, becoming involved in, financing, supporting financially or otherwise sponsoring, facilitating, or giving aid or comfort to any terrorist person, activity or organization; and
 - (iii) Employing, engaging in any transaction or otherwise conducting business with a "designated person," namely a person or entity that appears on any list issued by the United States or the United Nations with respect to money laundering,

terrorism financing, drug trafficking, or economic or military embargoes.

D. Without limiting Seller's obligations pursuant to the preceding of this Article 17:

(1) Seller warrants that each and every chemical substance or material sold, transferred or delivered under this Purchase Order shall, at the time of sale, transfer or delivery, be on the list of chemical substances compiled and published by the Administrator of the United States Environmental Protection Agency pursuant to Section 8(B) of the Toxic Substances Control Act (Public Law 94-469). Seller shall submit to Buyer with each item, the chemical substances which are contained in or on the Work deliverable hereunder, or as required by Applicable Laws, Material Safety Data Sheets, prepared in accordance with Applicable Laws (including without limitation the OSHA Hazardous Communication Standard 29 CFR 1910.1200 et seq.).

(2) Seller shall employ only such practices, materials and substances in its performance and delivery of Work, including substances and materials which are part of or contained in the Work delivered hereunder, which are lawful under Applicable Laws.

(3) Seller shall be responsible for all chemical substances or mixtures which it or its subcontractors or suppliers of any tier bring onto the premises of Buyer or its customer and for any excess, waste or residue (including without limitation container or any of such chemicals not consumed in the performance of the Work), resulting from or generated in the performance of any Work. Without limiting the generality of the foregoing, Seller shall be responsible for lawfully removing and disposing of all such materials, mixtures, containers, residue from their use, in accordance with all applicable federal, state and/or local statutes, laws, regulations, rules, orders and ordinances.

E. Prior to commencing any Work, including Work under Article 7)A), on any premises owned, controlled or used by Buyer or Buyer's designated locations which may include the premises of customers of Buyer, Seller shall provide safety protection for personnel in accordance with all applicable laws, regulations and site procedures made available to Seller. In the event Seller fails to provide such protection, Buyer may, at its sole option and without limiting its other rights and remedies, order Seller to cease Work until Seller provides such protection at Seller's sole cost and expense. If Seller is unable or refuses to take corrective action to provide such protection, Buyer reserves the right to contract for or otherwise accomplish a continuation of the Work and charge Seller the excess cost caused to Buyer thereby.

F. Seller shall comply with all applicable provisions of Executive Order 11246 of September 24, 1965, as amended, the terms of which are incorporated herein by this reference and made a part of this Purchase Order. It is the policy of Buyer to provide equal employment opportunity and to adhere to federal, state and local laws pertaining thereto. Appropriate action shall be taken by Seller, with respect to itself and any of its subcontractors, vendors and suppliers to ensure compliance with such laws. All federal, state and local equal opportunity and affirmative

action requirements with regard to race, gender, creed, color, age, religion, national origin, disability or veteran status, are incorporated herein by reference.

G. If applicable, Seller shall be responsible for obtaining any licenses, permits or approvals necessary, including acting as the exporter of record, to export any part of the Work from the United States. Seller shall provide Buyer with all relevant U.S. Export Control Classification Numbers and any related information requested by Buyer or Buyer's contract freight forwarder. Seller shall be responsible for providing preference statements, as applicable, in compliance with government regulations, trade agreements and treaties including but not limited to General System of Preferences (GSP) and North American Free Trade Agreement (NAFTA).

H. Without limiting the generality of the foregoing, Seller warrants that the Work, and any and all parts, components, or material thereof, shall bear all markings, labels, warnings, notices or other information required under any applicable governmental requirements.

I. Seller shall to the extent permitted by applicable law defend, indemnify and hold harmless Buyer, its affiliates and customers from and against any and all losses, expenses, claims, demands, and causes of action of every kind and character (including those of the Parties, their agents and employees) for liability, damages, fines or penalties including costs, attorney's fees and settlements arising out of or in connection with any breach of any provision of this Article 17.

J. If Buyer has any concerns or suspects that any violation of the above provisions has taken place, Seller shall cooperate reasonably in good faith to determine whether such a violation occurred and take all appropriate action to remedy or redress such a violation.

18. SUBCONTRACTING

Seller shall not subcontract the Work to be supplied under the Purchase Order without the prior written approval of Buyer. This provision shall not apply to purchases of standard commercial articles or raw materials which Seller is required to purchase in order to perform the Work. Buyer reserves the right to review the quality programs, processes and capabilities of all subcontractors or suppliers.

19. ORDER OF PRECEDENCE

The various documents constituting the Purchase Order shall, insofar as is possible, be so interpreted as to be consistent with one another. In the event of a conflict, ambiguity or inconsistency, the following order of precedence shall apply: 1) the latest change order to the Purchase Order, 2) the initial Purchase Order, and 3) these terms and conditions.

20. ASSIGNMENT

A. The Purchase Order shall be binding and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Seller shall not

assign its rights or obligations under the Purchase Order without the prior written consent of Buyer. Any attempted assignment by Seller without Buyer's prior written consent shall be null and void. Buyer may assign the Purchase Order, in whole or in part, to any subsidiary, affiliate, or customer of Buyer, or to any successor to the power generation business of Buyer.

B. Seller shall provide Buyer with timely written notification of any change in its ownership or control, financial status or any material change in its business or management.

21. SUSPENSION OF WORK

Buyer may, at any time, by written order to Seller, require Seller to suspend all, or any part of the Work called for by this Purchase Order. Upon receipt of the suspension order, Seller shall immediately comply with its terms and take all reasonable steps to minimize any costs for Work related to the suspension order. Buyer may either (1) cancel the suspension order and in such event, Seller shall resume Work; or (2) terminate the Work covered by the suspension order as provided in Article 16, Termination, of this Purchase Order. In the event Buyer cancels the suspension order and requests Seller to resume the Work, Buyer will provide an equitable adjustment in the delivery date, and Buyer will modify the Purchase Order accordingly, in writing.

22. DISPUTE RESOLUTION

Seller and Buyer may use reasonable efforts to amicably resolve disputes arising out of the Purchase Order prior to commencing any formal legal proceedings. Such efforts may include use of a mutually agreed alternative dispute resolution mechanism. Any action or proceeding filed by Seller against Buyer under or in connection with the Purchase Order shall be filed exclusively in the state or federal courts in Orlando, Florida, which shall then have exclusive jurisdiction. Each Party hereby waives its right to a trial by jury in connection with any action or proceeding filed by it or the other Party.

23. CHOICE OF LAW

This Purchase Order shall be governed by the laws of the State of Florida, USA, except its rules in regard to conflict of laws. Seller hereby acknowledges receipt of sufficient, good and valuable consideration from Buyer in exchange for the indemnifications made in this Purchase Order by Seller in favor of Buyer and the other indemnitees identified herein.

24. RESOLUTION OF CONFLICTS OR INCONSISTENCIES

Seller shall comply with the Purchase Order and all referenced documents and shall clarify with Buyer any inconsistencies or conflicts. Should Seller fail to resolve any such conflicts or inconsistencies in a prompt and timely manner, Seller shall be solely responsible for any errors resulting from any conflicts or inconsistencies. Where documents are referenced, the issue date in effect at the time of the Purchase Order or change notice placement shall be applicable, unless another issue date is specified.

25. NEWS, PUBLICITY OR ADVERTISING RELEASES

No news release or any other publicity in any way relating to Buyer or Seller concerning the Purchase Order shall be made by Seller to any news media or the general public without the prior written approval of Buyer.

26. GOVERNMENT CONTRACTS

When the Work furnished is to be used in the performance of a contract or subcontract with a governmental body or other entity, the applicable government contract requirements referenced in the Purchase Order shall apply.

27. NON-EXCLUSIVE REMEDIES

The rights and remedies of Buyer provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

28. ENTIRE AGREEMENT

The Purchase Order contains the entire agreement of the Parties and expressly limits acceptance to the Purchase Order terms. Failure of any Party to enforce its rights under the Purchase Order shall not constitute a waiver of such rights or of any other right under the Purchase Order. To the extent that any provision of the Purchase Order is ruled illegal, invalid or unenforceable, then such provision shall be deemed severable, and shall not affect the remaining provisions of the Purchase Order.

SIEMENS ENERGY, INC.
GENERAL PURCHASING TERMS AND CONDITIONS
FOR INTERNATIONAL PROCUREMENTS
September 01, 2015

These terms and conditions, as supplemented by the terms stated or referenced on the face of the Purchase Order issued by Buyer shall be the exclusive statement of the agreement between Buyer and Seller. Seller expressly accepts the Purchase Order terms and conditions and agrees that any additional or different terms provided by Seller (in a Purchase Order acknowledgment or otherwise) will be ineffective.

1. DEFINITIONS

“Asbestos” shall mean to include but not be limited to chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that has been chemically treated and/or altered.

“Buyer” shall mean Siemens Energy, Inc., or any Siemens Energy, Inc. affiliate issuing the Purchase Order to Seller.

“Parties” shall mean Buyer and Seller collectively and “Party” means either one of them.

“Purchase Order” shall mean the purchase order issued by Buyer to Seller, and any attachments, drawings, specifications or other documents that are incorporated by reference, as it may be amended, modified or supplemented from time to time in accordance with the terms thereof.

“Seller” shall mean the company that receives the Purchase Order.

“Work” shall mean labor, services, materials, supplies, products, equipment, information, software, systems, data, drawings, designs, specifications, or reports furnished by Seller to Buyer in accordance with the Purchase Order.

2. COMMUNICATIONS

All written communications must be directed to Buyer's purchasing representative, as identified in the Purchase Order or as otherwise designated in writing by Buyer. No adjustments to the Work shall be made unless authorized in writing by Buyer prior to implementation. Any such adjustment must be confirmed by a change notice to the Purchase Order executed by authorized representatives of both Parties.

3. DELIVERY

A. Time is of the essence for the Purchase Order. The delivery terms for the Work shall be as set forth in the Purchase Order. Seller shall furnish sufficient labor, material, services, management, plant facilities and equipment and shall

work such hours, including night shift, overtime, weekend and holiday work as may be required to assure compliance with the established delivery dates, all at no additional charge to Buyer. Delivery, in whole or in part, shall not be made more than five (5) calendar days prior to the delivery date specified herein, unless agreed in writing by Buyer. Seller shall be responsible for paying any express delivery or similar charges necessary to meet established delivery dates. If the Purchase Order does not specify liquidated damages, then Seller shall be responsible for Buyer's actual costs and damages resulting from late delivery of the Work.

B. If liquidated damages for delay in delivery or completion are set forth in the Purchase Order, Seller expressly agrees that (a) such liquidated damages were specifically negotiated by the Parties and are in lieu of Buyer's actual damages for delay, which both Parties agree such damages would be difficult or impossible to calculate, (b) such liquidated damages constitute a fair and reasonable estimate of the amount of damages that would be incurred by Buyer in the event of such delays in delivery or completion of the Work in light of anticipated harm, and the difficulties of proof of and inconvenience or nonfeasability of obtaining any adequate remedy, (c) such liquidated damages are not intended as and shall not be deemed or construed as penalties, and (d) it waives any right to contest the validity or enforceability of such liquidated damages. Notwithstanding any such payment of liquidated damages for late delivery, Seller shall remain obligated to meet the delivery terms.

C. Seller shall be responsible for packaging all equipment/materials and loading each shipment made under the Purchase Order on carrier's conveyance in accordance with packaging specifications and requirements stated in the Purchase Order. If the Purchase Order does not state packaging specifications and other related shipping requirements, Seller shall be responsible for proper packaging and loading of each shipment on carrier's conveyance in a manner sufficient to prevent damage during transportation.

D. Seller shall be responsible for marking all products provided as part of the Work to indicate the applicable country of origin. Such marking shall be clear, conspicuous and permanent. If the product is not capable of being marked, the outer-most box or container shall be marked with the country of origin.

E. Seller shall be responsible for providing all necessary shipping documents, including, but not limited to, customs invoices and packing lists in accordance with Buyer's requirements.

F. Seller shall provide all relevant import and export documentation, as required by Buyer or applicable laws and regulations. Such documentation shall include the Harmonized Tariff Schedule number of the product being delivered, Export Control Classification Numbers, if applicable, and the country of origin declarations and other documentation as applicable.

G. In the event the Purchase Order indicates Buyer is arranging for transportation and paying the related charges or if otherwise specified in the Purchase Order, Seller shall use approved contract carriers designated by Buyer

and shall comply with the guidelines or instructions provided by Buyer. If Seller fails to use approved carriers or otherwise fails to follow Buyer's guidelines or instructions, Seller shall be solely responsible for any additional shipping and transportation charges and any damages resulting from such failure.

H. Seller shall comply with United States Importer Security Filing (ISF) requirements, also known as 10+2, which requires Seller to submit specific information for all its ocean shipments destined for US ports pursuant to US Customs Border Protection (CBP) regulations. If Seller fails to provide complete and accurate information to the ISF filing agent identified by Buyer pursuant to US Customs Border Protection regulations, then such failure may result in delays, detention of the cargo or of the ocean vessel, or liquidated damages charged by US Customs Border Protection. Any liquidated damages, penalties, fines, detention costs or other costs or expenses incurred by Buyer as a result of Seller's noncompliance with ISF Notification requirements will be charged back to Seller.

I. Seller shall comply with the Customs-Trade Partnership Against Terrorism (C-TPAT) and the World Customs Organization's SAFE Framework of Standards for security requirements. Without limiting the generality of the preceding, Seller must implement reasonable security control standards which address the following areas when delivering merchandise to Buyer in the United States:

i) Procedural Security: Seller will have procedures in place to protect against unauthorized material being introduced into the Work.

ii) Physical & Access Security: Seller's facilities will have adequate security measures installed to protect against unauthorized access and to resist unlawful entry to Seller's facilities, including but not limited to adequate security measures to confirm the identity of Seller's employees, visitors, and vendors, and information technology security to prevent unauthorized access to Seller's information technology systems.

iii) Personnel Security: Seller will conduct employment screening in accordance with the local laws of the location of Seller's facilities or offices, including background checks and identity verification.

iv) Education and Training Awareness: Seller will implement a security awareness training program which trains its employees on a) appropriate ways of securing Seller's cargo; b) how to identify and address unauthorized access to Seller's cargo; and c) communication protocols for notifying governmental agencies when illegal activities are present or suspected.

v) Transportation Security: Seller will implement reasonable steps to protect against the introduction of unauthorized personnel and material in any transport conveyance (e.g., containers, trucks, drums, etc.).

vi) Notification to Buyer: If Seller suspects a security breach in Seller's supply chain or such a breach is discovered or suspected after dispatch of the Work from Seller's facility, Seller must notify Buyer immediately.

4. TITLE AND RISK OF LOSS

A. Title to the Work shall pass to Buyer at the earlier of (a) payment for such Work, or (b) receipt of the Work by Buyer per the delivery terms in the Purchase Order. In the event of advance or progress payments, Seller shall (i) to the extent

feasible, identify or otherwise mark the Work as Buyer's property; (ii) execute and deliver such documents as may be deemed necessary by Buyer to confirm that title to such Work has passed to Buyer; and (iii) if requested by Buyer, provide an advance payment bond which shall be acceptable in form and substance to Buyer. All Work shall be delivered free and clear of any liens or claims by Seller, Seller's suppliers or any other third party.

B. Seller represents and warrants that to the extent permitted by applicable law, it waives and releases any and all liens, claims or rights of lien which it has or may have against Buyer or Buyer's customer (or any property owned by Buyer or Buyer's customer) on account of the Work furnished pursuant to the Purchase Order.

C. Seller agrees to indemnify, defend and save harmless Buyer and Buyer's customer, their assigns and affiliates from any claims or demands for payment in connection with Work performed by Seller or Seller's suppliers or subcontractors of any tier under the Purchase Order and Seller shall pay any costs and expenses including counsel or attorney's fees incurred by Buyer, Buyer's customer or Seller in the defense or settlement of any such claims and demands.

D. Unless otherwise specified in the Purchase Order, risk of loss for the Work or any portion thereof shall pass to Buyer upon receipt of such Work by Buyer according to the delivery terms in the Purchase Order.

5. TERMS OF PAYMENT

Buyer will compensate Seller in accordance with the payment terms set forth in the Purchase Order. All payments will be in United States dollars unless otherwise specified in the Purchase Order. Payments shall be made only upon receipt of a satisfactory invoice detailing the request for payment and only after Buyer has determined that the Work for which payment is being requested has been performed in accordance with the Purchase Order, including submittal of all required shipping documents, manuals, drawings and instructions. Proof of shipment shall be provided by Seller with all invoices. Any payment(s), including final payment, shall not relieve Seller from any of its obligations to Buyer under the Purchase Order.

6. TAXES AND DUTIES

A. All taxes, including but not limited to levies, surcharges, import taxes, export taxes, duties, tariffs, surcharges and social benefit fees imposed on Buyer and/or its employees by any authority of any country arising out of or related to the Work performed by Seller hereunder, including transportation if applicable, associated therewith shall be included in the Purchase Order price and solely for the account of and shall be paid by Seller. Seller shall indemnify and hold Buyer harmless from the payment of such taxes, and Buyer may deduct the amount of any such taxes paid by Buyer from any amounts due Seller.

B. The Purchase Order price shall include all applicable taxes, including VAT, GST and all such like taxes, and duties. Such taxes and duties, if any, shall be separately itemized in the invoice.

C. Buyer shall have all rights to drawback of duty or taxes paid by Seller in his own country or in any third country where all or part of the Work is executed. Seller waives any interest in or rights to such drawback and agrees to provide, at no cost to Buyer, proof of importation and/ or re-exportation as the case may be, satisfactory to Buyer and the customs administration, tax collection agency, or other government agency in any country where taxes or duties are paid, as well as to provide any other supporting documentation to enable Buyer to recover duties paid on any or all of the Work.

7. REPRESENTATIONS AND WARRANTY

A. Seller warrants that the Work furnished hereunder (i) shall be free from any defect or nonconformity in design, workmanship and materials; (ii) shall be in strict compliance with the requirements of this Purchase Order and generally accepted engineering and manufacturing standards; and (iii) shall be capable of operation in accordance with Seller's operating recommendations and limitations, and in the absence thereof, standard industry practice, until eighteen (18) months after first placed into service or thirty-six (36) months after the delivery, whichever first occurs. Seller shall correct any such nonconformity with this warranty at its sole expense and at the direction and sole discretion of Buyer, by promptly accomplishing one or more of the following: (i) repairing or replacing the nonconformity (and correcting any plans, specifications, or drawings affected); (ii) furnishing Buyer any materials, parts and instructions necessary to correct or have corrected the nonconformity, including reimbursement for Buyer's costs; or (iii) paying Buyer a portion of the Purchase Order price. In the event of any breach or non-compliance by Seller with this warranty obligation, Buyer shall also be entitled to recover any and all costs and expenses incurred directly by Buyer or payable to third parties, including but not limited to additional costs of Buyer's personnel (based on standard hourly rates) or other labor, evaluation costs, re-working or scrapping costs, additional or premium transportation or testing conducted by Buyer.

B. Seller warrants that any technical field assistance or other services furnished by it shall reflect the highest standards of professional knowledge and judgment and shall be in strict compliance with the requirements of this Purchase Order. Seller shall correct any nonconformity with this warranty at its sole expense, as directed by Buyer, by promptly (i) re-performing the Work or (ii) paying or refunding to Buyer a corresponding portion of the Purchase Order price.

C. The warranty with respect to any corrected Work shall be subject to the same terms as the original warranty except that the warranty period on any such corrected Work shall be one (1) year from the date of repair or replacement or until the end of the original warranty period, whichever is longer.

D. Seller represents and warrants that all equipment, material, components or parts furnished hereunder are free of Asbestos and Asbestos containing materials.

8. CHANGES AND MODIFICATIONS

A. Buyer may at any time, by written notice to Seller, make changes or modifications to the Work, including substitutions of materials or accessories.

Such changes or modifications may only be authorized by Buyer's purchasing representative. If any such change or modification causes an increase or decrease in the cost of or the time required for performance of the Work, Seller shall notify Buyer in writing immediately and an equitable adjustment in the price or time or both will be negotiated and a written modification will be made to the Purchase Order. Any claim for adjustment by Seller must be asserted in writing within ten (10) calendar days after receipt of notice from Buyer. Nothing contained in this paragraph shall excuse Seller from proceeding with the Purchase Order as changed or modified by Buyer.

B. Any amendment to, or waiver or modification of, any of the terms and conditions of the Purchase Order shall only be valid when done in writing and signed by both Buyer and Seller.

C. Seller shall not make any changes or modifications to the Work, including substitutions of materials or accessories, without prior written permission from Buyer's purchasing representative.

9. INSPECTION AND ACCEPTANCE

A. Buyer may inspect and test Work in progress (including Work performed by Seller's subcontractors and suppliers) at any time. Such inspections and tests may be performed by Buyer or its representatives, Buyer's customer or customer's representatives. If inspections and tests are made on Seller's premises, Seller, without additional charge, shall provide reasonable facilities and assistance for the safety and convenience of Buyer's inspectors or representatives in performing their duties. Inspections and tests by Buyer shall be performed in such a manner as to not unduly delay the Work. Buyer may charge Seller any additional cost of inspection and test when Work is not ready at the time such inspection and test is requested by Buyer. In case of rejection, Buyer shall not be liable for any reduction in value of samples used in connection with such inspection or test. Seller shall maintain a quality control and inspection system acceptable to Buyer. Any inspection by Buyer shall not relieve Seller of any of its obligations in the Purchase Order.

B. Except as otherwise agreed in writing, all Work provided under the Purchase Order shall be subject to final inspection and acceptance by Buyer at its destination, notwithstanding any previous inspection or acceptance at the source of manufacture. By written notice to Seller, Buyer may back-charge Seller for the costs of correcting any deficiency at destination. If correction at destination is impracticable, Seller shall bear all risks after notice of rejection and shall, at Buyer's request, promptly make all necessary replacements at Seller's expense. If Seller fails to make prompt replacements, Buyer may make such replacements and back-charge Seller for excess costs incurred. Buyer's written confirmation of acceptance of Work (or any part thereof) shall not diminish or otherwise reduce Seller's responsibility or obligations under the Purchase Order.

C. Seller shall provide Buyer and/or Buyer's customers with access to facilities or records of Seller or its subcontractors relating to the Work for inspection or audit.

10. INSURANCE AND INDEMNITY

A. Seller shall to the extent permitted by applicable law defend, indemnify and hold harmless Buyer, its subsidiaries, affiliates, customers and other designated parties from and against any and all losses, expenses, liens, claims, demands, and causes of action of every kind and character (including those of the Parties, their agents and employees) for death, personal injury, property damage or any other liability, damages, fines or penalties (except where reimbursement of fines or penalties is prohibited by applicable law) including costs, attorney's fees and settlements arising out of or in connection with the Work, or which arise out of, result from, or are contributed to by (1) the acts, omissions, fault or negligence in any form of Seller, its subcontractors or suppliers, or any other parties for which Seller may be responsible, or any of their respective agents, employees, representatives, or contractors; (2) any defect in, or condition of the premises on which the Work is to be performed or any equipment thereon or any materials furnished by Buyer (or its suppliers and/or customers) to Seller; or (3) any equipment, components, materials or products furnished, sold or otherwise provided under the Purchase Order.

B. Seller shall provide and shall require its subcontractors to provide the following types of insurance in amounts not less than indicated below. Seller shall maintain such insurance in full force and effect until this Purchase Order has been fully performed and the Work accepted in writing by Buyer and/or all equipment, implements, and machinery of Seller have been removed from, and all employees, agents, representatives and sub agencies, subcontractors and/or suppliers of Seller have left the premises as described above, including any other party's premises to the extent of and, if so applicable, relevant to carry out the intent of the Work. Buyer, its subsidiaries, affiliates, Buyer's customer and/or any other designated party as applicable shall be named as an additional insured with respect to the Commercial General Liability (Article 10) B) 3) below) and Automobile Liability (Article 10) B) 4) below) policies/coverage(s). All of Seller's policies of insurance, except for Workers' Compensation and Employers Liability, shall be primary insurance and noncontributing with any other insurance maintained by Buyer, its subsidiaries, affiliates, customers and other designated parties. The limits of insurance set forth below may be satisfied by any combination of excess and primary insurance coverage.

1) Worker's Compensation Insurance in accordance with the statutory requirements of the location in which the Work is performed,

2) Employer's Liability Insurance with a minimum limit of \$1,000,000 each occurrence.

3) Commercial General Liability Insurance (including coverages for Premises/Operations, Underground, Undermining, Explosion and Collapse (XCU) Hazard, Product/Completed Operations, and Contractual Liability Coverage covering Seller's contractual liability assumed under Article 10) A) above) with minimum limits of \$5,000,000 per occurrence.

4) Automobile Liability Insurance including coverage for owned, hired and non-owned automobiles with minimum limits of \$1,000,000 per occurrence.

The following is required if Work involves such exposures:

- 5) Environmental Impairment Liability Insurance (including Asbestos) with minimum limits of \$5,000,000 per occurrence.
- 6) Property Insurance covering loss or damage to Buyer's or Buyer's customer's property under the care, custody and control of Seller on a 100 percent replacement cost basis.

C. Neither the procurement, maintenance or acceptance of insurance coverage by Buyer shall relieve Seller of liability for loss or damage in excess of the policy coverage or limits specified herein or in any way limits or releases Seller of its obligations or liabilities under the Purchase Order.

D. All insurance certificates shall be in a form satisfactory to Buyer and shall stipulate that the insurance will not be canceled nor any change made in the policy and/or coverage(s) without at least thirty (30) calendar days prior written notice beginning upon the day of receipt of registered mail concerning same by Buyer. Evidence of insurance is to be furnished before any Work is started and in the amounts stated herein. Seller shall require its insurers to waive all rights of subrogation against Buyer, its affiliates, subsidiaries, directors, officers, agents and employees, Buyer's customer, and any other party designated as an additional insured under all insurance coverages, including umbrella liability coverages, referenced herein. Failure of Buyer to request certificates of insurance does not constitute a waiver of Seller's obligations under this Article 10.

E. Buyer reserves the right at any time during performance of Work by Seller to require Seller to provide insurance in types and amounts in a form different and/or greater than that stated above with respect to unique circumstances (Work related or otherwise) and as may otherwise be required by customers of Buyer or required by governmental entities.

11. INTELLECTUAL PROPERTY RIGHTS

A. Seller agrees to make prompt and complete disclosure to Buyer of all inventions and disclosures made or conceived as a result of Work performed under the Purchase Order. Seller agrees to keep necessary records supporting such inventions and discoveries and will furnish to Buyer upon request all such records.

B. Any invention, discovery, proprietary information, software, system, data, drawings, designs, specifications or reports; patents, copyrights, trade secrets, trademarks or other intellectual property; resulting from the Work performed under the Purchase Order that is solely funded by Buyer shall be solely owned by Buyer. In the event it is not solely funded by Buyer or is commingled with Seller's invention, discovery, proprietary information, software, system, data, drawings, designs, specifications or reports; patents, copyrights, trade secrets, trademarks or other intellectual property then Buyer shall have the exclusive rights for such in its field of business. Buyer shall have the full right to use such property in any manner without any claim on the part of Seller and without any

duty to account to Seller for such use. Seller agrees to assign to Buyer any patent or patent application resulting from Work performed and solely funded by Buyer under the Purchase Order, and to provide reasonable support for Buyer's prosecution of such patent application.

C. The Parties agree that any original work of authorship created under the Purchase Order and solely funded by Buyer is a work made for hire for purposes of copyright ownership for which Buyer may apply copyright or other form of intellectual property protection in its own name and may be used by Buyer for any purpose, whatsoever, irrespective of any statement to the contrary appearing on such data, drawing, designs, software and specifications. Unless otherwise approved by Buyer in writing, and without additional cost to Buyer, it is the sole responsibility of Seller to obtain any and all licenses and rights necessary to afford Buyer the foregoing rights. To whatever extent Seller has any interest in any original work or authorship created under the Purchase Order, Seller hereby grants Buyer a non-exclusive license to use, reproduce, copy, sell, and distribute such work, including any derivative works.

D. Seller agrees to grant Buyer permission to include Seller's (including Seller's suppliers and subcontractors of any tier) copyrighted, proprietary and other documents in manuals and instruction books for use by Buyer, its co-venturers and its customers. These documents include, but are not limited to, drawings, sketches, specifications, operating instructions, installation instructions, maintenance and troubleshooting procedures, literature, and marketing brochures furnished to Buyer by Seller.

E. The Purchase Order does not confer or grant, in any manner whatsoever, any license or right under any patent, trademark, trade secret, copyright or other intellectual property right held by Buyer, unless specifically set forth in the body of the Purchase Order.

12. INTELLECTUAL PROPERTY INDEMNIFICATION

A. Seller shall defend, indemnify and hold harmless Buyer, Buyer's customer, and their officers, agents, and employees from any and all liability, including costs and expenses, for infringement of any patent, copyright, trademark and other intellectual property right arising out of performance by Seller under the Purchase Order or Buyer's or Buyer's customer's possession or use of the Work. Buyer shall inform Seller as soon as practicable of any suit or claim alleging such infringement and shall give Seller such opportunity, if afforded by applicable laws, rules, or regulations to participate in the defense thereof.

B. In case the Work, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer or Buyer's customer is enjoined, Seller will, at its option and its own expense: (a) procure for Buyer the right to continue using said Work; (b) replace it with substantially equivalent non-infringing Work; or (c) modify it so it becomes non-infringing.

13. PROTECTION OF INFORMATION

A. All information marked or designated as confidential or proprietary including, but not limited to, software data, drawings, designs, specifications, photographs, and sketches relating to Work hereunder furnished by Buyer to Seller or developed by Seller for Buyer shall (except to the extent such information has been independently developed prior to the Purchase Order by Seller or is received by Seller from a third party without restriction) be treated by Seller as Buyer's confidential proprietary information ("Information").

B. Seller agrees that it will use Buyer's Information only in connection with the Work ("Permitted Use"). Seller shall not use such Information for any purpose except the Permitted Use. Seller shall not transmit or further disclose such Information to any third party, including its parent, affiliates, subsidiaries or subcontractors without first obtaining the prior written approval of Buyer. In the event that Seller is required by a court or federal, state or local agency to disclose any Information, Seller shall promptly notify Buyer of such order so that Buyer may seek a protective order or take action as it deems appropriate. In such circumstances, Seller shall exercise reasonable efforts to disclose only the minimal amount of Information required to satisfy such order. All Information delivered pursuant to this Purchase Order shall be maintained in confidence with the same level of care as Seller maintains its own confidential and proprietary information but in no event maintained with any less than a reasonable standard of care from the date of disclosure until ten (10) years after the expiration or termination of this Purchase Order.

C. Seller shall not make any copy or in any way reproduce or excerpt such Information except where necessary for the Work, hereof, or as authorized by Buyer in writing.

D. Seller's duties of confidentiality under this Purchase Order shall not apply to Information which Seller can show is the same as information which: (i) is generally known or readily available to the trade or public; or (ii) was in the possession of Seller or an affiliate of Seller and not subject to a confidentiality obligation prior to its disclosure hereunder; or (iii) was legally acquired from a third party without restriction; or (iv) was developed independently by Seller without benefit of confidential and proprietary information furnished hereunder by Buyer.

14. BUYER FURNISHED PROPERTY

The following additional provisions shall apply to any and all tools, patterns, equipment, material, or other property which is either (i) supplied to Seller by Buyer or (ii) purchased by or on behalf of Buyer to perform the Work (hereinafter "Buyer Furnished Property"). Buyer Furnished Property provided to Seller shall carry no guarantee as to adequacy of form, fit or function with respect to any intended use or fitness for any intended purpose by Seller or as such Buyer Furnished Property may be used by Seller in conjunction with any other material and/or property of either Seller or Buyer.

- A. Seller shall not use Buyer Furnished Property on any work other than the Work without the prior written consent of Buyer.
- B. Title and all rights to Buyer Furnished Property shall remain with Buyer. Seller shall segregate and clearly mark Buyer Furnished Property to show Buyer's ownership and shall do all things necessary to preserve Buyer's title thereto, free and clear of all encumbrances. Seller shall, if requested by Buyer, submit to Buyer an itemized inventory showing the description, location, and identifying marks of each item of Buyer Furnished Property. Buyer shall have the right to enter Seller's premises and inspect any and all Buyer Furnished Property. Should Seller fail to perform the duties imposed upon it by this Article 14) B) or should Buyer at any time have reason to believe that its title to, or right to the possession of, any Buyer Furnished Property is threatened, Buyer shall have the right to enter upon Seller's premises and remove any or all such property. Upon completion or termination of the Purchase Order, Seller shall segregate and collect in one location all Buyer Furnished Property and shall dispose of the same as Buyer may direct. Buyer reserves the right to abandon Buyer Furnished Property at no additional cost to Buyer upon issuance of written notification to Seller of such intent.
- C. Unless otherwise approved by Buyer in writing, Seller shall, at its own expense, perform all maintenance, repairs, and replacements necessary with respect to Buyer Furnished Property so that the same may remain suitable for the use contemplated hereby and may, at the time required by the Purchase Order, be returned to Buyer in as good condition as when received, except for reasonable wear and tear or consumption of materials necessarily resulting from their use.
- D. Seller shall give Buyer prompt written notice of any Buyer Furnished Property which upon delivery to Seller is found to be defective. The correction or replacement of such defective Buyer Furnished Property shall be accomplished at Buyer's written direction and expense.
- E. Upon delivery, procurement or manufacture of any Buyer Furnished Property, the risk of loss or damage shall be upon Seller. Risk of loss or damage shall transfer to Buyer when such property is returned to Buyer in the manner required hereunder.
- F. Seller shall indemnify Buyer against any and all liability for damage to Buyer Furnished Property or injury to or death of persons arising from or incidental to the presence or use of Buyer Furnished Property, whether such damage, injury, or death be caused by defects in such property, negligence in the use thereof, strict liability, or otherwise.

15. DELAYS AND FORCE MAJEURE

- A. Seller must notify Buyer in writing within twenty four (24) hours of the knowledge of and/or occurrence of any event or circumstance which may result in a delay in the performance of the Work. Neither Party shall be considered to be in default or in breach of its obligations under the Purchase Order if and to the extent that its failure or delay in performance is actually caused by a Force Majeure Event. Force Majeure Events means acts of God or nature, acts of civil

or military authority, fires, floods, epidemic, war, or like occurrences that are beyond the control and without the fault of either Party and which can be demonstrated by the affected Party to have a direct effect on the performance of its obligations under the Purchase Order. Strikes or other labor troubles involving Seller's employees or those of its subcontractors, if any, will not constitute a Force Majeure Event. Any additional costs and expenses incurred by Seller by reason of a Force Majeure Event shall be borne exclusively by Seller.

B. Seller must exercise its best efforts to mitigate the effect of such Force Majeure Events on the performance of the Work. Any relief granted by Buyer to Seller shall be limited to an extension of the time of performance to the extent caused by the Force Majeure Event, as determined by Buyer. If any Force Majeure Event of delay continues for more than ninety (90) calendar days, Buyer shall have the right, but not the obligation, to terminate the Purchase Order, and Buyer shall be entitled to a refund of any moneys it has paid to Seller.

16. TERMINATION

A. The Purchase Order and any and all rights granted and obligations assumed hereby may be terminated by Buyer for its convenience immediately upon written notice to Seller. Upon receipt of a notice of termination and except as otherwise mutually agreed, Seller shall:

1. Stop Work under the Purchase Order on the effective date of the notice of termination; and
2. Submit a termination claim within thirty (30) calendar days after the effective date of the termination notice incorporating all claims of Seller. The amount to which Seller shall be entitled upon complete termination of the Purchase Order shall be determined by the Parties hereto as being a fair and reasonable amount for the effort performed prior to the date of notice of termination. Buyer may deduct any amounts due to Buyer from Seller from the amount to be paid to Seller on other open purchase orders.

Buyer's total liability to Seller for such termination shall not exceed the Purchase Order price of the Work to which such termination applies. Further, Seller shall have no claim against Buyer for loss of anticipated profits or consequential damages suffered by reason of such termination.

B. Buyer may terminate the Purchase Order upon the occurrence of any of the following defaults: (i) Seller fails to perform and/or make delivery of the Work within the time or manner specified in the Purchase Order; (ii) a breach of any other term, condition, representation, warranty or guarantee set forth herein shall occur and not be cured within thirty (30) days after Seller shall have notice of such breach; (iii) Seller fails to make progress so as to endanger performance of the Purchase Order and fails to cure said failure within thirty (30) calendar days after notice thereof has been delivered by Buyer to Seller; (iv) reasonable grounds for insecurity arise with respect to Seller's performance and Seller fails to furnish adequate assurances within ten (10) days after a written demand by Buyer for such assurance; (v) any breach by Seller of

the provisions of Article 17) B) or 17) C); or (vi) Seller becomes insolvent, ceases to do business as a going concern, becomes unable to pay its debts generally as they become due; has a petition for an order for relief under the bankruptcy or insolvency laws or for reorganization, composition, adjustment or other relief of debtors under any law is filed by or against Seller, makes an assignment for the benefit of creditors; or has a receiver or liquidator appointed for Seller, or, has any court of competent jurisdiction orders the winding up or liquidation of the affairs of Seller. In the event of termination for such defaults, Buyer may procure the Work from alternative sources as it deems appropriate without any further obligation to Seller including that for partial performance, and Seller shall pay to Buyer any additional costs for Buyer's procurement of the Work covered by the Purchase Order. In addition, Buyer shall have the right to enter Seller's premises in order to remove any Work to which title has passed to Buyer. In the event that it is determined that Buyer's exercise of its termination rights under this Article 16)B). was for any reason not justified or otherwise improper, Buyer's termination of Seller shall be deemed a termination for convenience under Article 16)A). In such event, Seller's sole remedies in respect of such termination shall be as set forth in Article 16)A).

17. COMPLIANCE

A. Seller agrees to comply with all applicable laws, regulations, codes, standards, permits, requirements and ordinances ("Applicable Laws"), including but not limited to those of any country having jurisdiction over Seller's execution and performance of the Purchase Order. Without limitation, Seller agrees to comply with the following:

- 6) Fair Labor Standards Act of 1938, as amended;
- 7) Occupational Safety and Health Act of 1970, as amended;
- 8) Toxic Substance Control Act (P.L. 94-469), as amended, any all laws and government regulations affecting, controlling, limiting, regulating, pertaining or related to emissions, discharges, hazardous, toxic, radioactive, substances, materials or wastes;
- 9) anti-bribery and anti-corruption laws, including as applicable the United States Foreign Corrupt Practices Act and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions dated 21 November 1997;
- 10) any applicable laws and regulations concerning the export or import of products or technology;
- 11) applicable anti-money laundering, anti-terrorism and related laws of the United States and, when applicable, the country in which the Work will be performed or where the principal office of Seller is located.

B. Code of Conduct. Seller agrees to the following provisions:

- 5) Seller will comply with the principles and requirements of the "Code of Conduct for Siemens' Suppliers" attached hereto as Exhibit A (hereinafter the "Code of Conduct");
- 6) If requested by Buyer, Seller will provide to Buyer (a) a written self-assessment in the form provided by Buyer, or (b) a written report approved by

Buyer describing the actions taken or to be taken by Seller to assure compliance with the Code of Conduct;

- 7) Buyer, at its discretion, shall be entitled, to conduct inspections, at Seller's premises, in order to verify Seller's compliance with the Code of Conduct. Inspections may only be conducted by Buyer, including its authorized agents and representatives or other designated third parties, upon prior written notice to Seller, during normal business hours. Such inspections shall be in accordance with the applicable data protection laws and shall neither unreasonably interfere with Seller's business operations nor violate any of Seller's confidentiality agreements with third parties. Seller shall reasonably cooperate in any inspections conducted. Each Party shall bear its own expenses in connection with such inspection;
- 8) In addition to any other rights and remedies Buyer may have, in the event of (i) Seller's material or repeated failure to comply with the Code of Conduct or (ii) Seller's denial of Buyer's right of inspection as provided for in Article 17)B)3), after providing Seller reasonable notice of such failure and a reasonable opportunity to cure said failure, then Buyer may terminate this Purchase Order without any liability whatsoever. Such termination shall be deemed a termination for default as provided in Article 16)B).

Material failures include, but are not limited to, incidents of child labor, corruption and bribery, and failure to comply with the Code of Conduct's environmental protection requirements. The notice and opportunity to cure said failure as provided in Article 17)B)4), shall not apply to violations of requirements and principles regarding the prohibition of child labor as set out in the Code of Conduct or willful failures to comply with the Code of Conduct's environmental protection requirements.

C. Seller agrees that it will not, directly or indirectly:

- 1) Offer, give, make, promise, pay or authorize the offering, giving, making, promising or payment of any money, gift, or anything of value to any government official, that is an officer or employee of any government, or any department, agency or instrumentality thereof, any public international organization, any person acting in an official capacity on behalf of such government, any candidate for or appointee to a political or government office, or any political party.
- 2) Knowingly engage in any transaction which involves:
 - (i) Receiving, transferring, transporting, retaining, using, structuring, diverting, or hiding the proceeds of any criminal activity whatsoever, including drug trafficking, fraud, and bribery of any individual covered by Article 17)C)1) above;
 - (ii) Engaging, becoming involved in, financing, supporting financially or otherwise sponsoring, facilitating, or giving aid or comfort to any terrorist person, activity or organization; and

- (iii) Employing, engaging in any transaction or otherwise conducting business with a “designated person,” namely a person or entity that appears on any list issued by the United States or the United Nations with respect to money laundering, terrorism financing, drug trafficking, or economic or military embargoes.

D. Without limiting Seller’s obligations pursuant to the preceding of this Article 17:

(1) Seller warrants that each and every chemical substance or material sold, transferred or delivered under this Purchase Order shall, at the time of sale, transfer or delivery, be on the list of chemical substances compiled and published by the Administrator of the United States Environmental Protection Agency pursuant to Section 8(B) of the Toxic Substances Control Act (Public Law 94-469). Seller shall submit to Buyer with each item, the chemical substances which are contained in or on the Work deliverable hereunder, or as required by Applicable Laws, Material Safety Data Sheets, prepared in accordance with Applicable Laws (including without limitation the OSHA Hazardous Communication Standard 29 CFR 1910.1200 et seq.).

(2) Seller shall employ only such practices, materials and substances in its performance and delivery of Work, including substances and materials which are part of or contained in the Work delivered hereunder, which are lawful under Applicable Laws.

(3) Seller shall be responsible for all chemical substances or mixtures which it or its subcontractors or suppliers of any tier bring onto the premises of Buyer or its customer and for any excess, waste or residue (including without limitation container or any of such chemicals not consumed in the performance of the Work), resulting from or generated in the performance of any Work. Without limiting the generality of the foregoing, Seller shall be responsible for lawfully removing and disposing of all such materials, mixtures, containers, residue from their use, in accordance with all applicable federal, state and/or local statutes, laws regulations, rules, orders and ordinances.

E. Prior to commencing any Work, including Work under Article 7)A), on any premises owned, controlled or used by Buyer or Buyer’s designated locations which may include the premises of customers of Buyer, Seller shall provide safety protection for personnel in accordance with all applicable laws, regulations and site procedures made available to Seller. In the event Seller fails to provide such protection, Buyer may, at its sole option and without limiting its other rights and remedies, order Seller to cease Work until Seller provides such protection at Seller’s sole cost and expense. If Seller is unable or refuses to take corrective action to provide such protection, Buyer reserves the right to contract for or otherwise accomplish a continuation of the Work and charge Seller the excess cost caused to Buyer thereby.

F. Seller shall comply with all applicable provisions of Executive Order 11246 of September 24, 1965, as amended, the terms of which are incorporated herein by this reference and made a part of this Purchase Order. It is the policy of Buyer to provide equal employment opportunity and to adhere to federal, state and local

laws pertaining thereto. Appropriate action shall be taken by Seller, with respect to itself and any of its subcontractors, vendors and suppliers to ensure compliance with such laws. All federal, state and local equal opportunity and affirmative action requirements with regard to race, gender, creed, color, age, religion, national origin, disability or veteran status, are incorporated herein by reference.

G. Seller shall be responsible for obtaining any licenses, permits or approvals necessary to export any part of the Work from the country where the goods are exporting in addition to any applicable United States re-export requirements. Seller shall provide Buyer with all relevant U.S. Export Control Classification Numbers and any related information requested by Buyer or Buyer's contract freight forwarder. Seller shall be responsible for providing preference statements, as applicable, in compliance with government regulations, trade agreements and treaties including but not limited to General System of Preferences (GSP) and North American Free Trade Agreement (NAFTA).

H. Without limiting the generality of the foregoing, Seller warrants that the Work, and any and all parts, components, or material thereof, shall bear all markings, labels, warnings, notices or other information required under any applicable governmental requirements.

I. Seller shall to the extent permitted by applicable law defend, indemnify and hold harmless Buyer, its affiliates and customers from and against any and all losses, expenses, claims, demands, and causes of action of every kind and character (including those of the Parties, their agents and employees) for liability, damages, fines or penalties including costs, attorney's fees and settlements arising out of or in connection with any breach of any provision of this Article 17.

J. If Buyer has any concerns or suspects that any violation of the above provisions has taken place, Seller shall cooperate reasonably in good faith to determine whether such a violation occurred and take all appropriate action to remedy or redress such a violation.

18. SUBCONTRACTING

Seller shall not subcontract the Work to be supplied under the Purchase Order without the prior written approval of Buyer. This provision shall not apply to purchases of standard commercial articles or raw materials which Seller is required to purchase in order to perform the Work. Buyer reserves the right to review the quality programs, processes and capabilities of all subcontractors or suppliers.

19. ORDER OF PRECEDENCE

The various documents constituting the Purchase Order shall, insofar as is possible, be so interpreted as to be consistent with one another. In the event of a conflict, ambiguity or inconsistency, the following order of precedence shall

apply: 1) the latest change order to the Purchase Order, 2) the initial Purchase Order, and 3) these terms and conditions.

20. ASSIGNMENT

A. The Purchase Order shall be binding and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Seller shall not assign its rights or obligations under the Purchase Order without the prior written consent of Buyer. Any attempted assignment by Seller without Buyer's prior written consent shall be null and void. Buyer may assign the Purchase Order, in whole or in part, to any subsidiary, affiliate, or customer of Buyer, or to any successor to the power generation business of Buyer.

B. Seller shall provide Buyer with timely written notification of any change in its ownership or control, financial status or any material change in its business or management.

21. SUSPENSION OF WORK

Buyer may, at any time, by written order to Seller, require Seller to suspend all, or any part of the Work called for by this Purchase Order. Upon receipt of the suspension order, Seller shall immediately comply with its terms and take all reasonable steps to minimize any costs for Work related to the suspension order. Buyer may either (1) cancel the suspension order and in such event, Seller shall resume Work; or (2) terminate the Work covered by the suspension order as provided in Article 16, Termination, of this Purchase Order. In the event Buyer cancels the suspension order and requests Seller to resume the Work, Buyer will provide an equitable adjustment in the purchase price and delivery date, and Buyer will modify the Purchase Order accordingly, in writing.

22. DISPUTE RESOLUTION

A. Any dispute, controversy or claim arising out of or relating to the Purchase Order or the breach thereof, either directly or indirectly, shall be finally decided by arbitration. The arbitration shall be in accordance with the Rules of Arbitration of the International Chamber of Commerce at Paris, France.

B. There shall be three arbitrators, one arbitrator being selected by Seller, one arbitrator being selected by Buyer and the third being selected by the two arbitrators, or, if they cannot agree in one (1) month on a third, by said International Chamber of Commerce, which institution shall also administer the arbitration. In the event that either Party, within one (1) month of any notification made to it of the demand for arbitration by the other Party (containing the name, address and profession of the arbitrator selected, the subject of the dispute and the relief sought), shall not have nominated its arbitrator (providing similar information), such arbitrator shall be nominated by said International Chamber of Commerce at the request of such other Party.

C. The arbitration, including the rendering of the award, shall take place in New York, New York, U.S.A. The language to be used in the arbitration shall be English.

D. Any decision or award of the arbitrators shall be based solely on the provisions of the Purchase Order, provided, however, that to the extent that the subject matter for the decision or award is not provided for in such provisions, it shall be based on the law set forth in Article 23, CHOICE OF LAW, hereof, but only to the extent such law is not inconsistent with the provisions hereof. The arbitrators shall not be requested nor shall they have the power to render any decision or award except as provided in the preceding sentence or as may otherwise be specifically provided herein. The decision or award of the arbitrators shall be in writing, and state the basis for such decision or award.

E. Judgment upon the award rendered may be entered in any court having competent jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

F. Seller hereby represents and warrants that the country or countries in which it maintains substantially all of its assets is a signatory to and has ratified either the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards or the Inter-American Convention on International Commercial Arbitration.

23. CHOICE OF LAW

The performance and interpretation of the Purchase Order shall be governed by the laws of the State of Florida, USA, except its rules in regard to conflict of laws. Seller and Buyer agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Purchase Order. Seller hereby acknowledges receipt of good and valuable consideration from Buyer in exchange for the indemnifications made in this Purchase Order by Seller in favor of Buyer and the other indemnitees identified herein.

24. RESOLUTION OF CONFLICTS OR INCONSISTENCIES

Seller shall comply with the Purchase Order and all referenced documents and shall clarify with Buyer any inconsistencies or conflicts. Should Seller fail to resolve any such conflicts or inconsistencies in a prompt and timely manner, Seller shall be solely responsible for any errors resulting from any conflicts or inconsistencies. Where documents are referenced, the issue date in effect at the time of the Purchase Order or change notice placement shall be applicable, unless another issue date is specified.

25. NEWS, PUBLICITY OR ADVERTISING RELEASES

No news release or any other publicity in any way relating to Buyer or Seller concerning the Purchase Order shall be made by Seller to any news media or the general public without the prior written approval of Buyer.

26. GOVERNMENT CONTRACTS

When the Work furnished is to be used in the performance of a contract or subcontract with a governmental body or other entity, the applicable government contract requirements referenced in the Purchase Order shall apply.

27. NON-EXCLUSIVE REMEDIES

The rights and remedies of Buyer provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

28. ENTIRE AGREEMENT

The Purchase Order contains the entire agreement of the Parties and expressly limits acceptance to the Purchase Order terms. Failure of any Party to enforce its rights under the Purchase Order shall not constitute a waiver of such rights or of any other right under the Purchase Order. To the extent that any provision of the Purchase Order is ruled illegal, invalid or unenforceable, then such provision shall be deemed severable, and shall not affect the remaining provisions of the Purchase Order.

29. LANGUAGE

Unless otherwise agreed to in the Purchase Order, all documentation, handbooks, labels, identification markers, drawings, letters, and communications of any kind will be presented in the English language.

EXHIBIT A

SIEMENS

Code of Conduct for Siemens Suppliers

This Code of Conduct defines the basic requirements placed on Siemens' suppliers concerning their responsibilities towards their stakeholders and the environment. Siemens reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the Siemens Compliance Program. In such event Siemens expects the supplier to accept such reasonable changes.

The supplier declares herewith:

- **Legal compliance**
 - to comply with the laws of the applicable legal systems.
- **Prohibition of corruption and bribery**
 - to tolerate no form of and not to engage directly or indirectly in any form of corruption or bribery and not to grant, offer or promise anything of value to a government official or to a counterparty in the private sector to influence official action or obtain an improper advantage.
- **Fair competition, anti-trust laws and intellectual property rights**
 - to act in accordance with national and international competition laws and not to participate in price fixing, market or customer allocation, market sharing or bid rigging with competitors;
 - to respect the intellectual property rights of others.
- **Conflicts of interest**
 - to avoid all conflicts of interest that may adversely influence business relationships.
- **Respect for the basic human rights of employees**
 - to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
 - to respect the personal dignity, privacy and rights of each individual;
 - to refuse to employ or make anyone work against his will;
 - to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
 - to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
 - to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
 - to comply with the maximum number of working hours laid down in the applicable laws;
 - to recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.
- **Prohibition of child labor**
 - to employ no workers under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138, to employ no workers under the age of 14.
- **Health and safety of employees**
 - to take responsibility for the health and safety of its employees;
 - to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
 - to provide training and ensure that employees are educated in health and safety issues;
 - to set up or use a reasonable occupational health & safety management system.
- **Environmental protection**
 - to act in accordance with the applicable statutory and international standards regarding environmental protection;
 - to minimize environmental pollution and make continuous improvements in environmental protection;
 - to set up or use a reasonable environmental management system.
- **Supply chain**
 - to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
 - to comply with the principles of non discrimination with regard to supplier selection and treatment.
- **Conflict Minerals**
 - to take reasonable efforts to avoid in its products the use of raw materials which directly or indirectly finance armed groups who violate human rights