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**1.0 DEFINITIONS:**

When used in these PURCHASER STANDARD TERMS AND CONDITIONS FOR MATERIALS with initial or complete capitalization, whether in singular or in plural, the following terms have the following defined meanings:

- 1.1 **Change Form**: A signed Purchaser change form or change order which serves as an amendment to the Contract and which may include changes in the scope of Work.
- 1.2 **Company Representative**: The individual(s) designated by Purchaser in the Purchase Document as having responsibility and authority for administration of this Contract on behalf of Purchaser. Company Representative may sometimes be referred to in the Contract as the "contract coordinator." If the Company Representative is not identified in the Contract, Supplier shall contact the Purchaser's procurement representative identified in Contract to identify such individual(s).
- 1.3 **Confidential Information**: All information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by Purchaser or otherwise, which is disclosed to Supplier, its employee, Subcontractors or Subcontractor employees, and including, without limitation, all Personal Information, records, reports, analyses, notes, memoranda, documentation, data, specifications, diagrams, statistics, systems or software, manuals, business plans, operational information or practices, processes (whether or not patented, patentable or reduced to practice), customer lists, contractual arrangements with, and information about, Purchaser's suppliers, distributors and customers, or other information that are based on, contain or reflect any such Confidential Information. All information received by or disclosed to Supplier, its employee, Subcontractors or Subcontractor employees from, by or through Purchaser or any Purchaser Entity shall be considered Confidential Information, unless it is specifically designated as non-proprietary and non-confidential or as otherwise set forth in Section 34.1.
- 1.4 **Contract**: The agreement between Purchaser and Supplier as set forth in (i) the body of the Purchase Document, (ii) these Purchaser Standard Terms and Conditions for Materials, (iii) other documents as may be incorporated into the Purchase Document such as supplemental terms and conditions, drawings, specifications, and schedules, and (iv) any subsequent Releases and Change Forms.
- 1.5 **Cure**: Supplier's obligation and actions to repair, replace or otherwise correct any failure to meet a warranty obligation or to repair, replace or otherwise correct any defect, deficiency or nonconformance with the conditions and standards prescribed in Section 9.0, WARRANTY.
- 1.6 **Intellectual Property**: Individually and collectively, all useful ideas, concepts, methods, procedures, processes, improvements, inventions, discoveries, know how, designs, algorithms, developments, improvements, copyrightable material (regardless whether such material is copyrightable under U.S. law and/or the law of any foreign nation and including all original work of authorship), patentable material (whether such is patentable under U.S. law and/or the law of any foreign nation), trademarks and trade dress (together with the goodwill associated with such trademarks and/or trade dress) and the like, including but not limited to, physical devices, computer software, both object and source code, databases, methodologies and works of authorship, and all related patents, designs, copyrights, trade secrets, mask works, confidential information, applications for and improvements to the foregoing, and other rights and information of a similar nature worldwide.
- 1.7 **ISO 27001/27002 Certification**: A certification that Supplier's information security management system satisfies the information security standard of the International Organization for Standardization and the International Electrotechnical Commission, or an equivalent report or certification applicable to international locations.
- 1.8 **Personal Information**: Any one or more data elements identified in applicable law of a Purchaser customer, employee, job applicant, retiree or contractor, which includes, without limitation: (i) social security number; (ii) driver's license number or government issued ID number; (iii) financial account number or credit or debit card number when combined with a security code, access code or password; (iv) personal user name or email address when combined with a password or security question and answer; (v) personal medical information; (vi) passport/alien registration information; (vii) date of birth; (viii) tax identification number; (ix) biometric data; (x) health insurance policy number when combined with a unique identifier; and (xi) salary information.
- 1.9 **Purchase Document**: The Purchaser purchase order or purchase contract form that is part of and incorporates the remaining documents comprising the Contract.
- 1.10 **Purchaser**: The entity named and designated as the Purchaser on the Purchase Document, and includes its successors and assigns.
- 1.11 **Purchaser Entities**: Purchaser, its parent, subsidiaries and any affiliated company of NextEra Energy, Inc. and their respective officers, directors, agents and employees.
- 1.12 **Records**: Has the meaning set forth in Section 8.2.
- 1.13 **Release**: A written document (including, but not limited to, electronic mail and fax) serving as a delivery or work authorization and used by Purchaser to authorize Supplier to commence Work (or a portion thereof) or which amends or revises a previous Release. Releases shall be valid only to specify the Company Representative, scope of the Work, compensation method, price, time of performance and other details necessary to describe the scope of Work. A Purchaser purchase order form, when released against a Purchaser purchase contract form, may serve as a Release. Releases shall not in any way change, amend, supersede or supplement the other terms and conditions of a Contract.
- 1.14 **Representatives**: Has the meaning set forth in Section 34.2.
- 1.15 **SSAE 18 Report**: Any audit report (including both those commonly referred to as "Type I" and "Type II" and/or SOC 1, SOC 2, and SOC 3) of which Supplier is the subject and which is prepared in conformance with Standards for Attestation Engagements No. 18, as promulgated by the American Institute of Certified Public Accountants, or an equivalent report as may be set forth in succeeding guidance which replaces or modifies those standards as part of generally accepted accounting or auditing principles followed in the United States of America.
- 1.16 **Subcontractor**: Any person, firm, partnership, association, joint venture, company, corporation or other entity, regardless of tier, having an agreement, formal or informal, with Supplier to provide any part of the Work under the Contract. The term Subcontractor shall include, without limitation, contractors, vendors and suppliers of Supplier.
- 1.17 **Supplier**: The individual or organization responsible for performing the Work identified in the Purchase Document.
- 1.18 **Supplier Improvements**: Any modification or improvement to Supplier Intellectual Property, whether or not used in connection with or directly related to the Work, and is conceived, discovered, developed, produced, composed or otherwise arises from the Work, or Supplier's use of Purchaser Confidential Information, equipment or technology.
- 1.19 **Supplier Intellectual Property**: Supplier's Intellectual Property conceived, discovered, developed, produced or composed (i) prior to, or (ii) outside the scope of, Supplier's performance of the Work and Supplier's use of Purchaser Confidential Information, equipment or technology.
- 1.20 **Transactional Taxes**: Sales, use or other transactional taxes lawfully imposed upon the sale of the Work to Purchaser or upon Purchaser's storage, use or consumption of the Work.
- 1.21 **Work**: Work shall include any and all labor, supervision, materials, goods, consumables, equipment, reports, evaluations, engineering, delivery, erection, construction, testing, tools, drawings, manuals, documents, and all other necessary activities for the execution and timely completion of Supplier's obligations under the Contract.

**2.0 ACCEPTANCE AND ACKNOWLEDGMENT:**

Supplier shall acknowledge agreement to any Purchase Document, Release or Change Form, or notify Purchaser by phone, followed by a mailed summary, of any exceptions within five (5) working days of receipt of such document. Acknowledgements for Purchase Documents shall be mailed to the Purchaser's procurement representative who issued the document. Acknowledgements for Change Forms shall be mailed to the Purchaser's procurement representative or Company Representative, as applicable, who issued the document. Acknowledgements for Releases shall be mailed to the Company Representative. Failure of Supplier to respond within the time period or Supplier's commencement or delivery of Work, whichever is earlier, shall be deemed acceptance of the terms by Supplier. No terms and conditions stated by Supplier in the acknowledgement or otherwise in accepting the Contract shall be binding upon Purchaser unless specifically accepted by Purchaser through its issuance of a Change Form or amended Release, as applicable, and Purchaser hereby objects to any such additional terms and conditions.

**3.0 SCOPE OF WORK:**

- 3.1 Supplier shall perform all activities necessary for its completion of the Work specified in the Contract.
- 3.2 Changes in the scope of the Contract, including any and all modifications, changes and/or additions to the Work, will only be performed when authorized by a Change Form, except, however, for Work originally authorized in a Release, which may be modified by an amended Release.

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- 3.3 Any claims for recovery of costs which are not clearly set forth herein or by issuance of a Change Form, or amended Release, as applicable, must be asserted by Supplier in writing within thirty (30) calendar days after the cause of such claim has occurred. In the event a dispute arises as to the equitable adjustment of such claim, Supplier, at the direction of Purchaser, shall proceed with the Work pending resolution of the dispute.
- 3.4 In performing any part of the Work at a Purchaser site, including Cure pursuant to Section 9.0, WARRANTY, Supplier shall comply with the Purchaser site rules and regulations, copies of which shall be provided to Supplier upon request. If Supplier does not work the minimum "30 employee days cumulative per 12-month period" requirement, as defined in Purchaser's Supplier Safe and Secure Workplace Policy, and therefor is not subject to such policy, the following shall apply:
- 3.4.1 Supplier shall not permit or suffer the introduction or use of intoxicating liquor, firearms, or drugs upon the Work, including Cure, or upon any of the grounds occupied or controlled by Supplier.
- 3.4.2 All Supplier and Subcontractor employees shall be subject to "post-accident" and/or "reasonable suspicion" controlled substances and alcohol testing while at a Purchaser site. "Reasonable suspicion" shall be determined in the sole discretion of Purchaser. No Supplier or Subcontractor employee required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

### 4.0 BAR CODING, PACKAGING AND SHIPPING:

- 4.1 At Purchaser's option, Supplier packing lists and material labels for materials, consumables, goods, parts, equipment and all other similar items furnished as Work under the Contract shall display information in both human readable and 3 of 9 bar code font. Purchaser shall identify the specific elements to be encoded and/or printed on packing lists and material labels prior to exercising such option.
- 4.2 Supplier shall comply with the specifications requirements regarding packaging or in the absence thereof shall package and/or crate all shipments to ensure adequate protection from damage during loading, shipping, hauling, unloading and storing. Supplier shall load and secure all shipments to comply with all tariff rules and regulations to ensure adequate protection from in-transit damage to the applicable delivery destination.

### 5.0 DELIVERY:

Time of delivery or performance of the Contract is of the essence. Supplier shall give immediate written notice to Purchaser setting forth the length of and reason for any anticipated delay. Supplier shall obtain prior written approval from Purchaser with respect to any premium transportation or expending fees intended to be charged to Purchaser in connection with the Work.

### 6.0 PAYMENT:

- 6.1 All payments shall be due and payable in accordance with the Purchaser Purchase Document. Payment due dates and cash discounts shall be calculated based on the latter of the date (i) of receipt of a correct invoice, (ii) of receipt of all required documentation, and (iii) of acceptance of Work. Invoices shall be dated to reflect the actual transmittal date. Invoices that are not correct or properly documented shall be returned to Supplier. Corrected invoices shall be retransmitted.
- 6.2 Any third-party billings (such as for air travel or hotel costs) which are reimbursed to Supplier by Purchaser under the terms of the Contract shall be directly charged to Purchaser by Supplier net of any discounts or rebates received by Supplier from the third-party provider of those items. Where such discounts or rebates are received by Supplier on a consolidated or after-the-fact basis, Supplier shall fulfill the requirements of this Section 6.0 by making a reasonable estimation or proration of such discounts or rebates and applying this to the billing of the reimbursable item to Purchaser.
- 6.3 Any charges billed and received by Supplier which are later determined to have been billed in error, by deception, or otherwise unsubstantiated, shall be repayable in full to Purchaser. Purchaser shall send a written notification to Supplier and Supplier shall promptly verify and have 5 business days from date of notification to refund the verified amount (plus reasonable costs of collection and funds associated with such overpayment as are agreed between Supplier and Purchaser).
- 6.4 All monies due shall be invoiced and payable in U.S. Dollars.
- 6.5 If any payment due date under the Contract falls on a day that is not a business day, then it is agreed by both parties that such payment shall be due and payable on the next succeeding business day.
- 6.6 Supplier shall ensure the security of its accounts and networks and shall be exclusively responsible for any communications sent to Purchaser from such accounts and networks, whether intentional or by deception.

### 7.0 SET-OFF:

Purchaser shall be entitled at all times to set-off any amount due from Supplier, or its affiliates, to Purchaser Entities against any amount payable by Purchaser to Supplier.

### 8.0 VISITS; INSPECTIONS; AND VERIFICATION:

- 8.1 All Work shall be properly inspected by Supplier and shall at all times be subject to additional inspection by Purchaser. Representatives of Purchaser shall have the right to visit the facilities of Supplier and Subcontractors, if any, and witness the Work being performed provided they make arrangements in advance of such visits. Representatives from Purchaser shall comply with pertinent safety and security regulations.
- 8.2 Supplier's and Subcontractors' books, records and accounts, correspondence, accounting procedures and practices and any other supporting evidence related to the Contract (all the foregoing hereinafter referred to as "Records") shall be open to inspection, audit and reproduction, during customary working hours, by Purchaser or its authorized representative to the extent necessary to adequately permit evaluation and verification of (i) any invoices, payments or claims based on Supplier's or Subcontractors' actual costs incurred, or number of units expended, (ii) Supplier's possession of all Purchaser-provided materials and equipment and (iii) compliance with the provisions of this Contract, including, but not limited to, adherence to requirements related to safety and security in the performance of the Work under the Contract.
- 8.3 Purchaser, or its authorized representative, shall have the right to inspect and audit Supplier's information technology controls to the extent that such controls impact Work under this Contract, including, without limitation, Work that entails the Supplier utilizing any Personal Information.
- 8.4 For the foregoing purposes set forth in Sections 8.2 and 8.3 of evaluating, inspecting, audit and/or reproduction, Purchaser or its authorized representative shall have access to applicable Records of Supplier from the date of the Contract, until three (3) years after the date of final payment by Purchaser to Supplier.
- 8.5 Purchaser or its authorized representative shall have access during customary working hours, to all facilities of Supplier and Subcontractors, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this Section 8.0. Purchaser shall give Supplier and Subcontractors reasonable advance notification of intended audits.
- 8.6 Supplier shall, upon written request from Purchaser, promptly provide to Purchaser a copy of the most recent ISO 27001/27002 Certification or SSAE 18 Report that is possessed by Supplier or any subsequent ISO 27001/27002 Certification or SSAE 18 Report that Supplier obtains during the period of time when Work is or was performed pursuant to the Contract. In addition, should Supplier receive in any ISO 27001/27002 Certification or SSAE 18 Report it receives during the term of the Contract or an adverse opinion as to the adequacy of Supplier's controls, Supplier shall promptly and without request from Purchaser provide written notice to Purchaser of that fact. Purchaser shall treat any ISO 27001/27002 Certification or SSAE 18 Report received from Supplier as confidential, shall obtain no proprietary interest in the contents of any such ISO 27001/27002 Certification or SSAE 18 Report, and shall not use or distribute such report except as necessary to (i) perform Purchaser's own internal evaluations of Supplier, (ii) enforce the terms of the Contract, (iii) allow Purchaser's auditors to place reliance on Supplier's controls, or (iv) fulfill regulatory or judicial demand upon Purchaser. Notwithstanding anything to the contrary in this Section 8.6, unless otherwise required in the Purchase Document, (a) the requirements of this Section 8.6 only apply to the extent that Supplier has in its possession, maintains, or obtains a ISO 27001/27002 Certification or SSAE 18 Report any time beginning upon commencement of the Work and continuing through the expiration of all applicable warranties under the Contract and (b) nothing in this Section 8.6 is intended to be construed as conferring any express right for Purchaser to compel Supplier to obtain a ISO 27001/27002 Certification or SSAE 18 Report.
- 8.7 Supplier shall require Subcontractors to comply with the provisions of this Section 8.0 by insertion of the requirements hereof in any subcontract.

### 9.0 WARRANTY:

- 9.1 Supplier warrants that the Work furnished under the Contract shall be (i) provided in conformance with all specifications and other descriptions and requirements set forth in the Contract; (ii) performed in accordance with standards of care, skill and diligence consistent with recognized and sound industry practices, procedures

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and techniques; (iii) delivered to Purchaser free from faulty design (to the extent of Supplier's design responsibilities); (iv) constructed utilizing new materials and equipment free from faults and defects and of sufficient size, capability and materials to meet in all respects the requirements and operating conditions specified in the Contract; (v) suitable for the use intended; (vi) in conformance with applicable laws, regulations and codes; and (vii) conveyed with free and clear title. Supplier further warrants that nothing in the Work furnished under the Contract shall adversely impact or impair the performance specifications and warranties for any Purchaser equipment or components that are or have been furnished by others.

- 9.2 If any failure to meet the foregoing warranty, or any additional warranties or performance guarantees as may be specified elsewhere in the Contract, occurs or is discovered during the performance of the Work or within twelve (12) months from the date Work is placed in service or eighteen months after delivery to the applicable Purchaser location, whichever is earlier (or such longer period of time as may be stated elsewhere in the Contract), Supplier shall immediately Cure all materials, equipment or Work (including, if Supplier provided installation services as part of the original scope of Work, then payment for labor associated with such Cure inclusive of disassembly, removal, replacement and reinstallation charges) affected by such failure at Supplier's sole cost and expense. Supplier shall reimburse Purchaser for costs directly incurred by Purchaser as a result of reliance by Purchaser on Work that fails to meet such warranties. Work so Cured shall be warranted for an additional period of twelve (12) months (or such longer period of time as may be stated elsewhere in the Contract), following completion of the Cure. Notwithstanding the above, there shall be no time limitations on Supplier's warranty of free and clear title.
- 9.3 Neither payment, nor any other provision of the Contract, nor partial or entire use or possession of the Work shall relieve Supplier of liability with respect to the warranties contained in the Contract.
- 9.4 Purchaser shall give written notice to Supplier of any failure of the Work or nonconformance with the warranties or performance guarantees discovered by Purchaser. All warranty Work shall be performed on a schedule established by Purchaser as required to support system operations. Purchaser shall, without impact to the warranties provided in this Section 9.0, have the right to operate and otherwise use the Work until such time as Purchaser deems prudent to suspend such operation or use for Cure by Supplier. If the Work has been placed in service, Supplier shall make such corrections or replacements as soon as Purchaser deems it prudent to remove the Work from service for any warranty Cure by Supplier, even if the warranty expires prior to the removal of the Work from service. Supplier shall provide labor for Cure on a straight time and overtime basis, at its expense, as necessary to meet Purchaser's schedule.
- 9.5 On all warranty issues, Supplier shall address such issues and provide Purchaser with the following information on each issue as it occurs: (i) root cause of the issue; (ii) analysis information concluding root cause as defined; (iii) material required for repair or replacement; and (iv) manpower requirements for repair or replacement.
- 9.6 Whenever Cure is required, Supplier shall bear the risk of loss or damage for Work requiring Cure during the period of such Cure. If any Work must be removed from the jobsite, transportation charges associated with any Cure shall be borne by Supplier. Supplier shall revise any and all drawings, as appropriate, to reflect any changes or modifications made during Cure.
- 9.7 If Supplier fails or refuses to effect Cure of nonconforming Work or fails to (i) identify the problem, schedule for Cure and initiate Cure within a reasonable period not to exceed ten (10) calendar days after written notice of nonconformance and (ii) complete Cure, utilizing its best efforts, within a reasonable period of time not to exceed thirty (30) calendar days (or such period or periods as Purchaser may authorize in writing), Purchaser may effect such Cure without impairing the warranties stated in this Section 9.0, and charge the cost incurred by Purchaser thereby to Supplier. In addition, if Supplier fails to furnish timely disposition instructions, Purchaser may dispose of the non-conforming Work in a reasonable manner, in which case Purchaser shall be entitled to reimbursement from Supplier for reasonable expenses as well as for any excess cost incurred in the disposition of said Work.
- 9.8 Supplier shall obtain, for the benefit of Purchaser, all available warranties of Subcontractors for all materials and equipment manufactured or furnished or Work performed by them to the extent such warranties exceed the requirement of the warranties set forth in this Section 9.0. To the extent such warranties are in written form, originals identifying Purchaser as the warranty beneficiary shall be furnished to Purchaser. Supplier's warranty shall be primary to any additional warranties furnished under this Section 9.8
- 9.9 Supplier warrants that the written instructions regarding use of the Work shall conform to accepted engineering and operating practices as of the time such instructions are prepared. If any non-conformance of this warranty occurs or is discovered, Supplier shall furnish, at no cost to Purchaser, corrected instructions. In the event such non-conformance causes the Work to (i) be damaged or (ii) fail to meet applicable performance standards, Supplier shall effect Cure as specified in this Section 9.0.
- 9.10 On a schedule convenient to Purchaser, Supplier shall be granted access to the Work to perform Cure and, if Supplier provided installation services as part of the original scope of Work, Supplier shall be solely responsible for the disassembly, removal, replacement and reinstallation of all ductwork, structures, electrical work, instrumentation, insulation or any equipment or any obstruction, all at Supplier's expense. Upon completion of Cure, all Work shall be returned or restored to its proper and original conditions, including but not limited to fit alignment, adjustment and finish.
- 9.11 The warranties and remedies provided herein shall be in addition to all warranties and remedies provided by law.

### 10.0 SUBSTITUTION OF MATERIAL / COUNTERFEIT GOODS:

- 10.1 Whenever any material, equipment, method of fabrication or process is specified in the Contract, without reservation, by specific reference or proprietary name of the manufacturer, or by catalog number, such specification shall be deemed to be used for the purpose of establishing a standard of quality and facilitating the description of the material, equipment, method of fabrication, or process desired, and shall be deemed to be followed by the words "or equal". In such cases, Supplier may offer, for Purchaser's approval, which shall not be unreasonably withheld, conditioned or delayed, another material, equipment, or process that shall be substantially equal in every respect to that indicated or specified.
- 10.2 Offers of substitution for items described in the Contract or any change to such items including but not limited to dimensions, materials, composition or components, design criteria or margins, shall be considered only upon the request of Supplier, and no requests for substitutions or changes shall be acknowledged or considered from Subcontractors or any other source. Requests for approval of a substitution or change shall be made by submitting a written request and shall be accompanied by documented evidence of equality in the form of (i) descriptive literature; (ii) sample records of performance; (iii) certified copies of tests by independent, recognized laboratories; and (iv) differences in price and delivery to the jobsite, if any. Certified quotations from Subcontractors for both the specified materials and the proposed substitute identifying the materials, equipment and the proposed method of fabrication or process shall also be provided. Substitutions and changes shall be permitted only with Purchaser's prior written consent.
- 10.3 If the country of origin of any of the Work changes, then Supplier shall notify Purchaser within two (2) business days of knowledge of such occurrence, provided that it is understood that Supplier shall not be entitled to and hereby waives any right to seek any adjustment to the Contract price or the Work schedule as a result of or arising from such occurrence. In addition, Supplier shall, at its own expense, defend, indemnify and hold Purchaser Entities harmless from and against all liability, loss or damage (including attorneys' fees and other defense costs) assessed against or suffered by Purchaser Entities as a result of such change.
- 10.4 If suspect/counterfeit goods are furnished under the Contract or are found in any of the Work delivered hereunder, such items will be dispositioned by Purchaser and/or the original manufacturer, and may be returned to Supplier. Supplier shall promptly replace such suspect/counterfeit Work with Work acceptable to Purchaser. In the event Supplier knowingly supplied suspect/counterfeit Work, Supplier shall be liable for all reasonable costs, including but not limited to Purchaser's internal and external costs, relating to the removal and replacement of said Work in accordance with Section 9.0.

### 11.0 TAXES:

- 11.1 Supplier is responsible for and shall pay all taxes due under the Contract, if any, including all present or future import duty, federal, state, county, municipal or other excise or similar taxes levied with respect to the Work, except all current applicable Transactional Taxes which shall be paid in accordance with the instructions contained in the Purchase Document as further described in Section 11.3. Supplier expressly agrees that Purchaser shall incur no liability or expense under the Contract due to change in tax or duty requirements, excluding all current applicable Transactional Taxes. Any increase in taxes or duties, excluding applicable Transactional Taxes, shall be at the expense of Supplier and not Purchaser.
- 11.2 In no event shall Purchaser be required to pay any tax levied on or determined by Supplier's income, taxes expressly imposed to be paid solely by Supplier or licenses and permits required for Supplier to conduct business.
- 11.3 Purchaser's Purchase Document may indicate one (1) of the following four (4) manners of addressing Transactional Taxes: (i) Transactional Taxes shall be separately itemized and charged by the Supplier on Supplier's invoice; (ii) Transactional Taxes are applicable to the transaction, but will be paid by Purchaser

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under Purchaser's direct pay permit, which will be provided to Supplier upon request; (iii) The transaction is exempt from Transactional Taxes pursuant to a valid tax exemption certificate, which will be provided to Supplier upon request; or (iv) Transactional Taxes are not applicable to the transaction. In the event that Purchaser's Purchase Document fails to indicate one of the above four (4) manners of addressing Transactional Taxes, applicable Transactional Taxes, if any, shall be separately itemized and charged by the Supplier on Supplier's invoice.

- 11.4 Purchaser shall not be obligated to pay, and shall be immediately reimbursed by Supplier if Purchaser does pay, any taxes, including penalties or interest charges, levied or assessed by reason of any failure of Supplier to comply with the Contract, applicable laws or governmental regulations, and Supplier shall defend, indemnify and hold Purchaser Entities harmless from the payment of any and all such taxes, penalties and interest.

### 12.0 TITLE AND TRANSPORTATION TERMS:

- 12.1 Supplier warrants and guarantees that legal title to and ownership of each portion of the Work shall pass to Purchaser, free and clear of any and all liens and encumbrances, upon the earlier of (i) payment to Supplier of the portion of the Contract price related to such portion of the Work or (ii) delivery of such portion of the Work to the site identified in the Contract.
- 12.2 Supplier's terms for accrued shipment charges shall be explained in the Contract. Airfreight transportation charges must be pre-approved by Purchaser to allow reimbursement of costs to Supplier when appropriate. Non-exclusive list of examples of transportation terms are as follows:
- 12.2.1 F.O.B. destination, freight prepaid and allowed  
Risk of loss passes to Purchaser at destination point.  
Supplier prepays freight charges.  
Supplier bears freight charges.  
Supplier must file claims for loss, damage or overcharges (if any) for Work in transit.
- 12.2.2 F.O.B. destination, freight prepaid and charged back  
Risk of loss passes to Purchaser at destination point.  
Supplier prepays freight charges.  
Supplier collects freight charges from Purchaser by adding charge to invoice.  
Supplier must file claims for loss, damage, or overcharges (if any) for Work in transit.
- 12.2.3 F.O.B. shipping point, freight collect  
Risk of loss passes to Purchaser at origin (shipping point).  
Supplier shall refer to the transportation instructions contained in the Purchase Document.  
Purchaser pays freight charges.  
Supplier ships Work with transportation charges "collect".  
Purchaser must file claims for loss, damage, or overcharges (if any).
- 12.2.4 DDP "Delivery Duty Paid"  
Supplier pays for all transportation costs and bears all risk until the goods have been delivered.  
Supplier pays all export and import duties.  
Supplier clears shipment for export and import.
- 12.2.5 DAP "Delivered at Place"  
Supplier pays all transportation costs and bears all risk up to a named delivery point.  
Supplier clears shipment for export and pays any export taxes.  
Purchaser clears shipment for import pays all import duties
- 12.2.6 EXW "Ex Works"  
Supplier fulfills all obligations to deliver when it has made the goods available at its premises to Purchaser.  
Purchaser assumes loading and all transportation risks and costs, as well as all export and import clearance and duties
- 12.3 Purchaser shall retain all right, title and interest in and to all Purchaser-provided materials and equipment, which includes, without limitation, materials used to complete the Work, as well as any excess, left-overs and/or scrap materials. Upon the earlier of the completion of all the Work or termination of the Contract, Supplier shall coordinate the prompt return of any unused Purchaser-provided materials and equipment.

### 13.0 ORDER OF INTERPRETATION:

In case of conflict between or among documents related to the Contract, the following order of precedence shall apply unless otherwise specified: first: Change Forms, second: information contained in the body of the Purchase Document, third: any attached supplemental terms and conditions, fourth: these PURCHASER STANDARD TERMS AND CONDITIONS FOR MATERIALS, fifth: Releases, and last: other documents incorporated into the Purchase Document. Releases shall not in any way change, amend, supersede, or supplement the terms and conditions of the Contract except as provided in these PURCHASER STANDARD TERMS AND CONDITIONS FOR MATERIALS. In case of conflict among Change Forms, the Change Form with the most recent date shall take precedence. In case of conflict among Releases, the Release with the most recent date shall take precedence.

### 14.0 INTELLECTUAL PROPERTY INFRINGEMENT:

- 14.1 The Work and work product produced and provided to Purchaser do not and will not misappropriate or infringe any third party's Intellectual Property. Supplier shall pay all royalties and license fees and at its sole expense shall provide for Purchaser the right to use any Supplier-provided design, device, material, or process covered by, or allegedly covered by, any third party's Intellectual Property. Supplier shall, at its sole expense, defend, indemnify and hold Purchaser Entities harmless from and against liability or loss, including all costs, expenses, and attorneys' fees, demands, claims, suits or judgments in connection with any claim or allegation that any part of the Work or Supplier's work product infringes or misappropriates any third party's Intellectual Property.
- 14.2 If, in any such suit or proceeding, a temporary restraining order or preliminary injunction is granted, Supplier shall immediately exert its best efforts, by giving satisfactory bond or otherwise, to secure the suspension of the injunction or restraining order. If such efforts prove unsuccessful, Supplier shall, at no expense to Purchaser, secure a temporary license to permit Purchaser to continue using the accused subject matter pending the final outcome of the dispute. If Supplier is unable to secure a temporary license prior to such temporary restraining order or preliminary injunction goes into effect, Supplier shall, at its own expense, and without impairing either (i) performance requirements of the Work, or any part, combination, process thereof, or (ii) other normal operations of Purchaser, either replace the affected Work, part, combination or process thereof with non-infringing components or parts, or modify same so that they become non-infringing.
- 14.3 If, in any such suit or proceeding, the Work, any part, combination or process thereof is held to constitute an infringement and its use is permanently enjoined, Supplier shall immediately exert its best efforts to secure for Purchaser a license, at no expense to Purchaser, authorizing its continued use. If Supplier is unable to secure such license within a reasonable time, Supplier shall, at its own expense, and without impairing either (i) performance requirements of the Work, any part, combination, or process thereof, or (ii) other normal operations of Purchaser, either replace the affected Work, part, combination or process thereof with non-infringing components or parts, or modify same so that they become non-infringing.
- 14.4 At Purchaser's option and sole discretion, Supplier shall immediately refund all monies paid by Purchaser to Supplier for the Work, should Supplier fail to secure a license or replace or modify such Work, pursuant to Section 14.3, or secure the lifting of an injunction, pursuant to Section 14.2, within a reasonable time. The exercise of this option shall not impair or limit Supplier's defense and indemnification obligations set forth in Section 14.1.

### 15.0 OWNERSHIP:

Supplier acknowledges and agrees that Purchaser is permitted to create training materials and/or manuals to be used internally by Purchaser. All rights and title to such materials and manuals will be owned by Purchaser. Supplier hereby authorizes and grants to Purchaser the right to use Supplier provided documentation, data, drawings, pictures and logos in such materials and manuals.

**16.0 INDEPENDENT CONTRACTOR:**

Supplier is at all times and shall remain an independent contractor and not a subcontractor, representative or employee of Purchaser Entities, solely responsible for completing its Work under the Contract with full power and authority to select the methods, means and manner of performing such Work, so long as such methods, means and manner conform to all applicable specifications and drawings or authorized changes thereto and do not adversely affect the completed improvements or efforts of other suppliers and subcontractors in the execution of their work. Purchaser retains no control or direction over Supplier, its employees and Subcontractors or over the detail, manner or methods of performance of the Work by Supplier, its employees and Subcontractors.

**17.0 INDEMNITY:**

Supplier agrees to protect, defend, indemnify and hold Purchaser Entities free and unharmed from and against any liabilities whatsoever resulting from or in connection with the Contract or in connection with the performance of the Work by Supplier, its employees, Subcontractors or Subcontractor employees to the extent such liabilities are due to or caused by the negligence of Supplier, its employees, Subcontractors or Subcontractor employees.

**18.0 INSURANCE:**

- 18.1 Before commencing Work on Purchaser's premises under the Contract, Supplier shall procure and maintain the following minimum insurance, unless otherwise specified in the Purchase Document, with insurance companies rated "A-, VII" or higher by A.M. Best's Key Rating Guide that are licensed to do business in the State where the Work is performed or to be performed, or as may be approved in writing by Purchaser from time to time:
- 18.1.1 Workers' Compensation Insurance for statutory obligations imposed by applicable laws where the Work is performed, including, where applicable, the Alternate Employer Endorsement, the United States Longshoremen's and Harbor Workers' Act, the Maritime Coverage and the Jones Act;
  - 18.1.2 Employers' Liability Insurance, including Occupational Disease with a limit of (i) One Million Dollars (\$1,000,000) for bodily injury per accident, (ii) One Million Dollars (\$1,000,000) for bodily injury by disease per policy and (iii) One Million Dollars (\$1,000,000) for bodily injury by disease per employee;
  - 18.1.3 Automobile Liability Insurance which shall apply to all owned, non-owned, leased and hired automobiles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit, per occurrence, for bodily injury and property damage, per accident; and
  - 18.1.4 General Liability Insurance covering liability arising out of premises, operations, bodily injury, property damage, products and completed operations and liability under an insured contract (contractual liability), with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. The products and completed operations coverage shall be provided for the duration of any applicable warranty period, pursuant to Section 9.0, WARRANTY;
  - 18.1.5 Umbrella/Excess Liability Insurance with limits not less than One Million Dollars (\$1,000,000) per occurrence and aggregate;
  - 18.1.6 Professional Liability, Errors and Omissions Insurance covering any negligent act, error, mistake, or omission to the Work being performed or provided under this Contract with a minimum limit of One Million Dollars (\$1,000,000) per claim.
- 18.2 Except for Workers' Compensation Insurance, Purchaser Entities shall be endorsed as an additional insured on Supplier's insurance policies required to be maintained under the Contract and such policies shall provide for a waiver of subrogation in favor of Purchaser Entities. All policies of insurance required to be maintained by Supplier hereunder shall provide for a severability of interests clause and include a provision in such policies that Supplier's insurance policies are to be primary and non-contributory to any insurance that may be maintained by or on behalf of Purchaser Entities.
- 18.3 In the event that any policy furnished by Supplier provides for coverage on a "claims made" basis, the retroactive date of the policy shall be the same as the effective date of the Contract, or such other date, as to protect the interest of Purchaser Entities. Furthermore, for all policies furnished on a "claims made" basis, Supplier's providing of such coverage shall survive the termination of the Contract and the expiration of any applicable warranty period, pursuant to Section 9.0, WARRANTY, until the expiration of the maximum statutory period of limitations pursuant to applicable law for actions based in contract or in tort. If coverage is on "occurrence" basis, Supplier shall maintain such insurance during the entire term of the Contract.
- 18.4 Supplier shall promptly provide evidence of the minimum insurance coverage required under the Contract in the form of an ACORD certificate or other certificate of insurance acceptable to Purchaser. Upon Purchaser's request, Supplier shall provide Purchaser with complete copies of all required insurance policies under the Contract. If any of the required insurance is cancelled or non-renewed, Supplier shall within thirty (30) days provide written notice to Purchaser and file a new Certificate of Insurance or binder with Purchaser demonstrating to Purchaser's satisfaction that the required insurance coverage to be maintained hereunder have been extended or replaced. Neither Supplier's failure to provide evidence of minimum coverage of insurance following Purchaser's request, nor Purchaser's decision to not make such request, shall release Supplier from its obligation to maintain the minimum coverage provided for in this Section 18.0.
- 18.5 In the event Supplier performs Work pursuant to Section 9.0, WARRANTY, Supplier shall comply with the requirements in this Section 18.0.

**19.0 LIMITATIONS OF LIABILITY:**

Subject to the next sentence and except as expressly set forth hereunder, neither Purchaser Entities nor Supplier shall be liable to the other for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit under the Contract, and Purchaser and Supplier each hereby releases the other and each of such persons and entities from any such liability. The foregoing exclusion shall not (i) be construed to limit recovery under any indemnity for third party claims under the Contract, (ii) preclude recovery, where applicable, of liquidated damage amounts hereunder, or (iii) apply to damages arising from Supplier's breach of its confidentiality obligations. Supplier shall secure the limitations of liability in this Section 19.0 in all its subcontracts.

**20.0 FORCE MAJEURE:**

- 20.1 Performance by each party shall be pursued with due diligence in all requirements under the Contract; however, except as otherwise expressly provided herein, neither party shall be liable to the other for any loss or damage for delay due to causes that (i) were beyond the reasonable control and (ii) were not caused by the negligence or lack of due diligence of the affected party or its subcontractors or suppliers. The parties agree that, provided the conditions stated in (i) and (ii) above apply, the following are causes or events of force majeure: acts of civil or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riots or insurrection, inability to obtain required permits or licenses (other than Supplier's occupational licenses), blockages, embargoes, sabotage, epidemics and unusually severe floods. The party affected shall promptly provide written notice to the other party indicating the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay.
- 20.2 In the event of any delay resulting from such causes, and provided the affected party has promptly notified the other and exercised due diligence as provided in Section 20.1, the time for performance under the Contract (including the payment of monies) shall be extended for a period of time reasonably necessary to overcome the effect of such delay. Such extension of time shall constitute the sole remedy of either party in the event of such delay.
- 20.3 Supplier specifically agrees that any strike, work stoppage or labor disputes among Supplier, its employees, Subcontractors or Subcontractors' employees are not excusable delays and will not relieve or postpone Supplier's obligations to perform Work within the time specified or relieve Supplier of its obligation for payment of liquidated damages, if such damages are specified in the Contract.
- 20.4 In the event the affected party fails to provide prompt written notice to the other or fails to exercise due diligence as provided in this Section 20.0, the obligations under the Contract shall remain the same and the affected party shall be obligated to perform those measures determined by the other party to minimize the impact of such delay at its own expense or be liable to the other party for additional expenses caused by such delay.

**21.0 TERMINATION FOR CAUSE:**

- 21.1 Purchaser may, upon written notice to Supplier, and without prejudice to any remedy available to Purchaser under law, in equity or under the Contract, terminate the whole or any part of the Contract or cause and take possession of the Work without termination charge, penalty or obligation, if any one of the following events occurs:
- 21.1.1 Supplier's failure to maintain the insurance coverages required of it in accordance with Section 18.0 is grounds for immediate termination;
  - 21.1.2 Reasonable grounds for insecurity arise with respect to Supplier's expected performance and Supplier fails to furnish adequate assurance of due performance within five (5) calendar days after a written request by Purchaser for such adequate assurance, unless the Work supports a power plant outage, in which case the adequate assurance must be furnished within twenty-four (24) hours after Purchaser's written request;

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- 21.1.3 Supplier enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes an assignment for the benefit of creditors; in such event, all "goods" (as that term is defined in the Uniform Commercial Code adopted by applicable law) supplied by Supplier or Subcontractors shall be deemed identified to the Contract and subject to replevin by Purchaser is grounds for immediate termination;
- 21.1.4 Supplier fails to comply with any of its obligations under Section 35.0 is grounds for immediate termination; or
- 21.1.5 Supplier fails to perform a material obligation (other than those obligations set forth in Section 21.1.1 through 21.1.4) under the Contract and fails to Cure such material obligation default within a reasonable period of time, but in no event more than five (5) business days after written notice from Purchaser specifying the nature of such default.
- 21.2 In the event of termination for cause by Purchaser, Supplier shall: (i) unless instructed otherwise in the written notice, immediately stop all Work hereunder; (ii) issue no further subcontracts or purchase orders except with the prior written consent of Purchaser; (iii) assign to Purchaser, to the extent requested by Purchaser, all rights of Supplier under subcontracts or purchase orders outstanding; (iv) terminate, to the extent requested by Purchaser, outstanding subcontracts or purchase orders; (v) fully cooperate and refrain from hindering or interfering in any manner with any other persons or parties currently or prospectively performing work at the jobsite or related to the project; and (vi) take any other action toward termination, or toward preservation of the Work, that Purchaser may direct.
- 21.3 Whenever the Contract has been terminated for cause in accordance with Section 21.0, payment for completed Work delivered to and accepted by Purchaser shall be made in accordance with the Contract and any obligation of Supplier with respect to such Work shall remain in effect. However, Purchaser may withhold from amounts otherwise due under the Contract such sums as Purchaser determines to be necessary to protect itself against loss or damage. Purchaser may either re-procure the terminated Work or take over the terminated Work and proceed to provide such materials, supplies, equipment and labor of both Purchaser and Purchaser contractors, as may be reasonably necessary to complete said Work. Purchaser may have any partially fabricated portion of the Work removed from Supplier's or Subcontractor's facilities upon notice to Supplier. Supplier shall be liable for any increase of Purchaser's direct costs, including re-procurement costs, incurred by Purchaser as a result of Purchaser's termination of the Contract for cause.
- 21.4 In the event of termination for cause under Section 21.1, Purchaser shall have no liability to Supplier for costs incurred by Supplier as a result of such termination or for any costs incurred by Supplier following its receipt of a written termination notice.
- 21.5 It is understood and acknowledged by Supplier that any material default by Supplier under the Contract shall be deemed a material default under any other contract or purchase order with Supplier and grounds for termination for cause under any such contract.
- 21.6 In the event of any breach by Purchaser of any material obligation in the Contract, and such material breach is not cured by Purchaser within thirty (30) calendar days after Purchaser's receipt of written notice thereof from Supplier, Supplier shall have the right to terminate the Contract; however, Purchaser shall not be deemed to be in breach of the Contract due to the failure of Purchaser to pay Supplier any portion of any amount that remains in dispute between the parties or is being withheld for any other reason allowed under the Contract. Supplier shall continue performance of the Work during any dispute unless otherwise directed by Purchaser in writing.
- 21.7 In the event (i) Supplier terminates the Contract as a result of a breach by Purchaser of any material obligation in the Contract, or (ii) Purchaser terminates the Supplier for cause and the Purchaser's cause for termination of Supplier is determined by a court of competent jurisdiction to be unfounded or insufficient, in each case, Supplier agrees that the termination shall be converted to one of convenience under Section 22.0, with Purchaser's sole obligation and Supplier's exclusive rights and remedies limited to those obligations, rights and remedies identified in Section 22.0 subject to any other limitations set forth in the Contract.
- 22.0 TERMINATION FOR CONVENIENCE:**
- 22.1 In addition to Purchaser's rights to terminate pursuant to Section 21.0, TERMINATION FOR CAUSE, upon written notice to Supplier, Purchaser may at its sole discretion and without prejudice to any other right or remedy, terminate the whole or any part of the Contract for its convenience. Such termination shall be effective in the manner specified in the written notice. Should Purchaser elect to terminate the Contract under this Section 22.0, complete settlement of all claims of Supplier arising thereunder shall be made as follows:
- 22.1.1 Purchaser shall compensate Supplier for such services performed after the date written notice is given only as approved in advance by Purchaser.
- 22.1.2 Purchaser shall pay Supplier for that portion of the Work actually completed in accordance with the terms of the Contract.
- 22.1.3 Supplier shall take all reasonable steps to minimize termination charges, costs and liability with respect to terminated Work. At its option, Purchaser may conduct an audit of Supplier's records to verify that termination charges are reasonable and proper. Payment of such termination charges shall be Purchaser's sole obligation and Supplier's exclusive remedy for termination for convenience.
- 22.2 Prior to final settlement, Supplier shall furnish a complete general release of all claims by Supplier against Purchaser.
- 23.0 COMPLIANCE WITH LAWS, RULES AND REGULATIONS:**
- 23.1 The Contract shall be construed in accordance with and governed by the laws of the State of Florida without giving effect to its conflict of laws provisions.
- 23.2 Supplier shall perform all Work in accordance with all applicable codes, laws, rules, regulations, orders and standards of federal, state, regional, local and municipal governmental agencies, and all standards, rules, regulations and orders issued by such agencies. Supplier shall comply with all Purchaser-required policies relating to safety, confidentiality, cybersecurity, and Purchaser's Supplier Code of Conduct available at <https://www.fpl.com/content/dam/fplgpl/us/en/partner/pdf/supplier-code.pdf>, as the same may be updated from time to time.
- 23.3 Supplier shall provide all inspections required by law and shall pay all fees and charges in connection therewith, unless otherwise provided in the Contract.
- 23.4 If Supplier observes that any part of the Contract is at variance with this Section 23.0 in any respect, it shall immediately notify the Company Representative in writing and any necessary changes shall be made by Change Form or Release, as applicable. If Supplier performs any work contrary to law, Supplier shall assume full responsibility therefor and shall bear all costs attributable thereto.
- 23.5 Supplier shall, at its own expense, defend, indemnify and hold Purchaser Entities harmless from and against all liability, loss or damage (including attorneys' fees and other defense costs) assessed against or suffered by Purchaser Entities as a result of an allegation or claim of noncompliance by Supplier with this Section 23.0.
- 23.6 Supplier agrees to conduct all business with Purchaser in an ethical manner. Supplier shall not give any commissions or payments whatsoever to any employee or agent of Purchaser, nor give any gifts or entertainment which reasonably could be considered as intending to influence such person. Supplier hereby confirms that there are no conflicts of interest between Purchaser Entities and Supplier of which Supplier's management is (or reasonably should be) aware. Prohibited conflicts of interest include, but are not limited to, circumstances where, (i) an Purchaser employee (or a close family member of an employee) is an officer of Supplier, (ii) an Purchaser employee and/or close family members of an employee collectively have a greater than five percent (5%) ownership interest in Supplier, or (iii) an employee of Purchaser (or close family member of an employee) stands to gain personally from business between Purchaser and Supplier. Supplier hereby acknowledges that any violation of this Section 23.6 would constitute a violation of Purchaser's corporate policies, and may result in the termination for cause of this Contract and of other contracts between Supplier and Purchaser. Should Supplier become aware, or have reasonable suspicion, that a violation of this Section 23.6 exists, Supplier shall promptly notify Purchaser's Company Representative. In addition, Supplier shall promptly notify Purchaser's Internal Auditing department of any solicitation of Supplier by an employee or agent of Purchaser with the apparent intent of encouraging Supplier to violate this Section 23.6.
- 23.7 Supplier shall (and shall cause its Subcontractors to) comply with the Department of Homeland Security Bureau of U.S. Citizenship and Immigration Services Employment Eligibility Form I-9 for all employees performing any Work at the jobsite or any other Purchaser site, including, without limitation, examination of documents that establish identity and citizenship.
- 23.8 Supplier acknowledges that any information, materials, software, or technology provided by Purchaser to Supplier to perform the Work may be subject to the export, re-export, and re-transfer control laws and regulations of the United States, including but not limited to the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), and Department of the Treasury Office of Foreign Asset Controls ("OFAC") Regulations and agrees to comply with these laws and regulations. Without limiting the foregoing or Supplier's other obligations under this Section 23.0, the Supplier will not (and will cause its Subcontractors not to), without proper authorization from the applicable United States Government Agency, export, re-export, or transfer any information, materials, software, or technology provided by Purchaser, either directly or indirectly, to any entity, country, or national of any country in breach of such laws and regulation.
- 23.9 Supplier shall immediately notify Purchaser in writing of any claim, suit, written allegation, investigation, proceeding or similar action filed or initiated against it or any of its Subcontractors, agents or representatives in connection with the performance of the Work or Supplier's obligations hereunder, which notice shall include

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a copy of any such claim, suit, written allegation, investigation, proceeding or similar action and a reasonably detailed explanation of the events and circumstances surrounding such claim, suit, written allegation, investigation, proceeding or similar action.

### 24.0 EQUAL EMPLOYMENT OPPORTUNITY, CIVIL RIGHTS AND HOMELAND SECURITY:

- 24.1 To the extent applicable to the performance of the Work, Supplier shall (and shall cause its Subcontractors to) comply with the Equal Employment Opportunity clause in Section 202, Paragraphs 1 through 7, of Executive Order 11246, as amended, and applicable portions of Executive Orders 11701 and 11758, relative to Equal Employment Opportunity and the Implementing Rules and Regulations of the Office of Federal Contract Compliance Programs and shall abide by the requirements of 41 CFR 60- 1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, marital status, genetics, sex, sexual orientation, gender identity, gender expression, or national origin. Moreover, these regulations require that Supplier and its Subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, marital status, genetics, sex, sexual orientation, gender identity, gender expression, national origin, protected veteran status or disability.
- 24.2 Supplier shall make available to Purchaser, upon reasonable request, any and all employment verification information of its personnel performing the Work and, if applicable, appropriate government or law enforcement authorities.

### 25.0 ASSIGNMENT:

- 25.1 Neither the Contract, nor the Work, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Supplier without Purchaser's prior written approval.
- 25.2 No assignment or transfer of the Contract shall relieve either party of any of its obligations hereunder until such obligations have been assumed by the assignee and agreed to by Purchaser, Supplier and assignee.
- 25.3 If the Contract should be permitted to be assigned by either party, it shall be binding upon and shall inure to the benefit of the permitted assignee.

### 26.0 EFFECT OF SECTION HEADINGS:

Section headings appearing in the Contract are inserted for convenience of reference only and shall in no way be construed to be interpretations of the text.

### 27.0 SEVERABILITY OF PROVISIONS:

Should any provision, portion or application thereof, of the Contract be determined by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any applicable law, the parties shall negotiate an equitable adjustment to the affected provisions of the Contract with a view toward effecting the purpose of the Contract and the validity and enforceability of the remaining provisions, portions or applications thereof, shall not be impaired.

### 28.0 SURVIVAL:

The obligations of the parties hereunder which by their nature survive the termination of the Contract and/or the completion of the Work hereunder, shall survive and inure to the benefit of the parties including but not limited to Sections 6.0, 9.0, 11.0, 14.0, 15.0, 17.0, 18.0, 19.0, 25.0, 32.0, 33.0, and 34.0. Those provisions of the Contract which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination of the Contract and/or completion of the Work.

### 29.0 PURCHASER APPROVAL:

The parties explicitly recognize that Purchaser's reviews, agreement, approvals, disapprovals and authorizations pursuant to the Contract are administrative in nature and do not relieve Supplier of its obligations under the Contract or impose any such obligations on Purchaser.

### 30.0 NONWAIVER:

Failure by Purchaser or the Company Representative to enforce any provisions hereof, Purchaser's or the Company Representative's failure or delay in exercising any rights or remedies provided herein or by law, Purchaser's approval of, acceptance of, or payment for the Work, or any part or combination thereof, or any purported oral modification or rescission of the Contract by an employee or agent of Purchaser shall neither relieve nor release Supplier from any of its obligations under the Contract, shall not be deemed a waiver of any right of Purchaser to insist upon strict performance hereof or of Purchaser's rights or remedies under the Contract or by law, and shall not operate as a waiver of any of the provisions hereof.

### 31.0 CONSTRUCTION:

- 31.1 The parties acknowledge and agree that each party has carefully reviewed these PURCHASER STANDARD TERMS AND CONDITIONS FOR MATERIALS, and that any presumption or rule of construction resolving ambiguities against the drafting party shall not be employed in the interpretation of these PURCHASER STANDARD TERMS AND CONDITIONS FOR MATERIALS.
- 31.2 The provisions of the Convention on the International Sale of Goods shall not apply to the Contract.

### 32.0 DISPUTES AND CLAIMS:

- 32.1 Any disputes resulting in litigation between the parties shall be conducted in the state or federal courts of the State of Florida. Proceedings shall take place exclusively in the Circuit Court for Palm Beach County, Florida, the United States District Court for the Southern District of Florida, or such other Florida location or forum all at Purchaser's election. The parties irrevocably waive any objection, which any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions, including any objection to the laying of venue based on the grounds of forum non conveniens and any objection based on the grounds of lack of in personam jurisdiction.
- 32.2 WAIVER OF JURY TRIAL. THE PARTIES TO THE CONTRACT HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED OR RELATED WITH, THE CONTRACT OR THE PERFORMANCE OF WORK BY SUPPLIER HEREUNDER.

### 33.0 NON-SOLICITATION:

During the term of the Contract and one year after the termination or expiration of the work performed under the Contract, Supplier shall not without prior consent directly solicit for employment (whether as an employee, contractor, or agent) any employee of Purchaser Entities who are involved in the Work under the Contract or with the administration of the Contract. In the event of a breach of this Section 33.0, Purchaser's damages shall be limited to a maximum amount equal to six (6) months of the affected employee's Purchaser salary. It shall not be considered a breach of this Section 33.0 for Supplier to (i) make employment solicitations to the general public or groups that may include employees of Purchaser Entities, (ii) respond to, act upon, or accept unsolicited employment inquiries or applications from employees of Purchaser Entities, or (iii) solicit for employment any former employee of Purchaser Entities.

### 34.0 PROPRIETARY MATERIAL AND CONFIDENTIALITY:

- 34.1 Except as set forth in this Section 34.0, Supplier shall (and shall cause its Subcontractors and Representatives to) hold all Confidential Information in confidence and not disclose any such Confidential Information to any third party. Notwithstanding the foregoing, Supplier may disclose the following categories of information or any combination thereof: (i) information which is or becomes publicly available other than as a result of a violation of the Contract; (ii) information which is or becomes available on a non-confidential basis from a source which is not known to Supplier to be prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to Purchaser; (iii) information which Supplier can demonstrate was legally in its possession prior to disclosure by Purchaser; or (iv) information which is developed by or for Supplier independently of Purchaser's Confidential Information. All right, title and interest in and to the Confidential Information shall remain with Purchaser.
- 34.2 Confidential Information shall not be used for any purpose other than to complete the Work. Confidential Information shall be held in strict confidence by Supplier and shall not be disclosed without prior written consent of Purchaser, except to those advisors, affiliates, representatives, assigns, attorneys, employees, directors, and/or officers (collectively, "Representatives") and/or Subcontractors, in each case, with a need-to-know the Confidential Information for the purposes of performing



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or completing the Work. Notwithstanding the foregoing, Supplier shall not use Confidential Information in connection with the development of any Supplier Improvements not directly related to the Work without the express written consent of Purchaser. Supplier shall (i) be responsible for any breach of the Contract by Supplier or its Subcontractors or Representatives and (ii) use the same degree of care to protect the Confidential Information as Supplier employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard.

- 34.3 In the event Supplier is requested or required by legal or regulatory authority to disclose any Confidential Information, Supplier shall promptly notify Purchaser in writing of such request or requirement prior to disclosure, if permitted by law, so that Purchaser may seek an appropriate protective order. In the event that a protective order or other remedy is not obtained, Supplier agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is consistent with the scope of the subpoena or demand, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. Supplier will cooperate with Purchaser and its legal counsel with respect to performance of the covenants undertaken pursuant to this Section 34.3.
- 34.4 Supplier shall not (and Supplier shall cause its Subcontractors and Representatives not to) release or make any announcements, social media postings, public disclosures or press releases, including, without limitation, use of any Purchaser Entity name, any advertisements, publications or documents or the release of any information to any member of the public, press or official body, regarding or concerning the Contract, the Work, or any part thereof without obtaining prior written consent from Purchaser's Marketing and Corporate Communications Department, which consent may be withheld in Purchaser's sole and absolute discretion.
- 34.5 Supplier agrees that money damages would not be a sufficient remedy for any breach of this Section 34.0 and that Purchaser shall be entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Section 34.0. Such remedy shall not be the exclusive remedy for any breach of this Section 34.0, but shall be in addition to all other rights and remedies available at law or in equity.
- 34.6 Supplier, in the performance of the Work under the Contract, shall (and shall cause its Subcontractors and Representatives to) comply with and shall protect Intellectual Property rights (i) of Purchaser, (ii) which Purchaser is obligated to comply with or protect or (iii) which are otherwise involved in or related to Supplier's performance of the Work under the Contract. To the extent that any of Supplier's Intellectual Property is embedded in the Work or work product provided to Purchaser in connection with this Contract or any Work hereunder, Supplier hereby grants to Purchaser and its Affiliates a non-exclusive, irrevocable, perpetual, and royalty-free license to use such Intellectual Property to the extent necessary to permit Purchaser to utilize such Work and work product for Purchaser's business purposes.
- 34.7 Subject to the provisions of Sections 15.0, any Intellectual Property, information, data or engineering results which are developed by Supplier under the Contract shall be Purchaser's Intellectual Property and Confidential Information and Supplier shall assign and hereby does assign such Intellectual Property and Confidential Information to Purchaser. Supplier shall promptly disclose all such Purchaser Intellectual Property and Confidential Information to Purchaser. Supplier shall not publish, market, sell, use, make, duplicate, modify, improve, profit from, incorporate into any commercial offering, or otherwise use for any purpose outside this Contract any Purchaser Intellectual Property or Confidential Information, including improvements to algorithms, models, formulas, designs and methods (including artificial intelligence and predictive processes) without the express written consent of Purchaser. If so requested by Purchaser, Supplier, its employees, Subcontractors and its Subcontractors' employees, without additional compensation from Purchaser, shall execute any and all documents prepared by Purchaser or its designees and assist in every reasonable way to perfect, maintain or assert the rights of Purchaser or Purchaser's assignees.
- 34.8 If any of Purchaser's Personal Information that is held by Supplier is breached, Supplier shall utilize its best efforts to: (i) provide Purchaser written notice of such breach no later than five (5) calendar days from the date it obtains actual or constructive knowledge of the breach or it otherwise has reason to believe a breach has occurred; and (ii) mitigate any and all adverse effects of the Personal Information breach, which shall include, without limitation, providing Purchaser all statutorily required documentation that Purchaser determines is necessary in order to satisfy any breach reporting obligations under applicable law. The written notice to Purchaser required in the previous sentence shall include the names of all individuals whose Personal Information was breached, as well as the type of Personal Information that was breached. Supplier shall: (a) limit its use and distribution of Personal Information to only those employees with a legitimate "need-to-know" such Personal Information, as necessary to perform the Work under the Contract; and (b) use the same degree of care to protect the Personal Information as Supplier employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standards. For purposes of the unauthorized use of Personal Information in this provision, "breach" means any unlawful or unauthorized acquisition or use of Personal Information that compromises the security, privacy, or integrity of the Personal Information.
- 34.9 At any time upon Purchaser's request, Supplier shall return or destroy, at Purchaser's option, all written Confidential Information, and Supplier shall not (and shall cause its Representatives not to) retain any copies of such written Confidential Information; provided, however, that Confidential Information may be retained by Supplier or its Representatives to the extent that retention of such Confidential Information is necessary to comply with Supplier's or its Representatives' internal document retention policies aimed at legal, corporate governance or regulatory compliance and any such retained Confidential Information shall remain subject to the disclosure and use restrictions set forth herein, notwithstanding any termination of the Contract.
- 34.10 Supplier shall, at its own expense, defend, indemnify and hold Purchaser Entities harmless from and against all liability; loss or damage (including attorneys' fees and costs) assessed against or suffered by Purchaser Entities as a result of an allegation or claim of noncompliance by Supplier with this Section 34.0.
- 34.11 Supplier shall include the provisions of this Section 34.0 in all its subcontracts.

### 35.0 CHARACTER OF WORKERS:

- 35.1 Supplier shall at all times enforce strict discipline and good order among personnel engaged in the performance of the Work and shall ensure that all personnel are skilled in, qualified for and otherwise fit for the performance of the portion of the Work assigned to such personnel. Supplier shall immediately remove from the Work Supplier's personnel who Supplier determines are unfit, who create disciplinary, security or safety problems.
- 35.2 To the maximum extent permitted by applicable law, Purchaser reserves the right to direct Supplier to remove immediately from the jobsite any personnel of Supplier, any Subcontractor, or any Subcontractor personnel, who, in the sole opinion and discretion of Purchaser (i) poses any threat to the security, health or safety of Purchaser, its property, its customers, or the public, (ii) whose conduct adversely affects the Work or reflects unfavorably upon Purchaser, (iii) who have been terminated for cause by Purchaser or its affiliates, or (iv) have committed, or allegedly committed, whether by Purchaser, any law enforcement agency or otherwise, any act of fraud, embezzlement, theft (or conversion) or other violation of law, whether or not such act of fraud, embezzlement, theft (or conversion) or other violation of law occurred, or alleged to have occurred, during or in the course of the performance of the Work or in connection with the Contract.
- 35.3 With respect to Supplier or Subcontractor personnel who receive Purchaser identity badges, Purchaser email address or passwords to Purchaser automated systems, Supplier shall cause such personnel to comply with Purchaser's applicable onboarding requirements, which may include, but are not limited to, training on and confirmation of adherence to Purchaser policies relating to confidentiality, safety and cybersecurity/data security obligations, any breach of which shall be deemed a material breach of the Contract. Supplier shall notify the Company Representative or the Purchaser Corporate Security Department in writing within two (2) business days following the conclusion of any such person's assignment to perform a portion of Work which ends prior to the completion of all Work so that Purchaser may appropriately revoke that individual's access. In the event Supplier removes from the Work any such individual "for cause", Supplier shall not later than one (1) hour following such removal provide written notification to the Company Representative and the Purchaser Corporate Security Department of such removal for purposes of having removals related to: (a) falsifications and misrepresentations; (b) violation of Supplier policy or procedure; (c) violation of any Purchaser, Supplier or Subcontractor safety rule or procedure; (d) violation any Purchaser, Supplier or Subcontractor security rule or procedure of security rules; (e) workplace violence or disciplinary problem; (f) felony arrest; or (g) any behavior that could adversely affect the Work or reflects unfavorably upon Purchaser Entities. Supplier's written notification of it or its Subcontractors removal of any personnel for cause shall include the following information: (i) name of Supplier or Subcontractor personnel removed; (ii) date of such removal; (iii) general description of reason for removal; and (iv) the name of Supplier's supervisor removing such individual from the Work.
- 35.4 Within twenty-four (24) hours of Purchaser's request, Supplier shall provide to the Company Representative written listings of the names of Supplier or Subcontractor personnel who have been assigned to participate in Work during the period under report, and whose work has, or reasonably could, entail unescorted (e.g. personnel who receive Purchaser identity badges) access to Purchaser premises, or access via password to Purchaser automated systems.
- 35.5 Supplier, its employees and Subcontractor employees shall not commit any act of fraud, embezzlement, theft (or conversion) or any other violation of law during or in the course of the performance of the Work or in connection with the Contract. Supplier shall immediately provide Purchaser written notice of and remove from

## PURCHASER STANDARD TERMS AND CONDITIONS FOR MATERIALS

the Work and the jobsite any person that is an employee of Supplier or any Subcontractor who Supplier knows, or should have known, committed, or is alleged to have committed (whether by Purchaser, any law enforcement agency or otherwise), any act of fraud, embezzlement, theft (or conversion) or any other violation of law during or in the course of the performance of the Work or in connection with the Contract. Supplier shall promptly reimburse Purchaser for all costs incurred by Purchaser as a result of any act of fraud, embezzlement or theft (or conversion) of any property, materials, supplies and/or equipment belonging to Purchaser and/or Purchaser's customers.

36.0

### **COMPLETE AGREEMENT:**

The Contract is intended as the complete and exclusive statement of the terms of the agreement between the parties. The parties agree that parol or extrinsic evidence shall not be used to vary or contradict the express terms of the Contract and that recourse shall not be had to alleged prior dealings, usage of trade, course of dealing, or course of performance to explain or supplement the express terms of the Contract. Except as specifically provided herein, the Contract shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument authorized and executed with the same formality as the Contract.