

1. APPLICABILITY AND DEFINITIONS

1.1 These General Terms and Conditions for Services (GT&C) are intended to apply to contracts for the supply of Services by Contractor to Buyer.

1.2 "Buyer" shall mean the entity ordering Services from Contractor. "Contract" shall mean the contract between the Parties consisting of the Purchase Order and all contract documents referenced in or belonging to the Purchase Order, including the documents set out in Clause 1.3 and including any amendments to any such documents.

"Contractor" shall mean the person or entity supplying Services to Buyer pursuant to the Contract.

"Deliverables" shall mean all documentation, results and/or materials to be delivered by Contractor to Buyer as a result or as part of Contractor's services as set forth in the Contract.

"Owner" shall mean the customer of Buyer (or of an affiliate of Buyer, as the case may be) and/or user of the Services or any part thereof and shall include such person's representatives, engineer, successors and assigns, and inspection and testing agencies.

"Purchase Order" or "PO" shall mean the purchase order to which these GT&C apply, issued by Buyer to Contractor for the Services.

"Services" shall mean erection, installation, commissioning, inspection, technical assistance, repair, short term maintenance and all site services (including but not limited to scaffolding, hire of cranes or other equipment) and related works and supplies that are required from Contractor under the Contract or are to be reasonably inferred from the terms thereof, including as applicable the Deliverables and including any work to remedy defects.

1.3 All Contract documents shall be taken as mutually explanatory of one another. In case of conflict, the documents shall be interpreted and prevail in the following order of precedence: a) the PO, including any particular terms and conditions incorporated into the PO but excluding any appendices to the PO unless expressly stated in the PO to prevail; b) if applicable, the agreement under which the PO is issued, excluding any appendices thereto; c) these GT&C; d) if applicable, the appendices to the agreement under which the PO is issued, in numbering or alphabetical order as applicable; e) as applicable, the appendices to and/or the documents referenced in the PO.

1.4 In no event shall Contractor's general terms and conditions or other terms or conditions of whatever kind apply, unless Buyer has expressly agreed thereto in writing.

2. FORMATION OF THE CONTRACT

Contractor shall acknowledge acceptance within ten (10) days after receipt of Buyer's Purchase Order. In case Contractor fails to respond within the ten-day period, the Purchase Order issued by Buyer shall be deemed accepted. In any event Contractor's commencement of performance in any manner under the Purchase Order, sending of any invoice or acceptance of any payment in relation to the Purchase Order, shall constitute unconditional acceptance of said Purchase Order.

3. PERFORMANCE OF THE SERVICES

3.1 Prevailing Circumstances. Contractor warrants that it has acquainted itself with all facts and circumstances relevant to the performance of its obligations under the Contract (including without limitation and as applicable, availability of labor, existing structures and equipment to which the Services pertain, access, availability of utilities, surface conditions and other site conditions) and that it has agreed to the terms of the Contract accordingly.

3.2 Subcontracting. The Services shall not be subcontracted in whole or part without Buyer's prior written approval. Contractor shall remain liable at all times for any acts or omissions of any subcontractors.

3.3 Full Responsibility for the Work. Contractor shall be responsible for its own interpretation of any documentation and information obtained. No document or information obtained by Contractor from Buyer shall in any way release Contractor from its obligation to review any such document and information and promptly to notify Buyer of potential problems and/or obtain any additional information and data from the Buyer or from other

sources, where appropriate, in order to ensure prompt and proper execution of the Services. Any participation by Buyer in selecting any subcontractor, planning the Services, processing of any document, information, data, material and/or software, or any review or approval of the same by Buyer, shall not release Contractor from its obligation to perform the Services in full compliance with the terms of the Contract. Contractor waives any and all rights to a schedule or price adjustment with respect to any such site conditions or other circumstances encountered.

3.4 Contractor Personnel. Contractor personnel performing the Services shall be fully competent, qualified and capable of properly performing the Services.

3.5 If requested by Buyer, Contractor shall provide Buyer with a written list of the personnel employed or to be employed in the performance of the Services. In this respect Contractor shall be responsible for complying with any applicable law or regulation on personal data protection.

3.6 Should any personnel provided by the Contractor be unsatisfactory to Buyer, Buyer shall have the right to require the removal of such person from the performance of the Service upon justification of such request for removal to Contractor. Upon such Buyer's request Contractor shall promptly replace such person with another person satisfying the Contract requirements. Any costs resulting from such replacement shall be at the Contractor's sole expenses.

3.7 Without prejudice to Buyer's right to monitor the performance of the Services, Contractor shall remain responsible for the personnel it assigns to such Services. In particular, Contractor shall have exclusive responsibility for the management, discipline and safety of its personnel.

3.8 Contractor shall be responsible for strictly complying with all applicable laws relating to the employment of labor. In particular Contractor shall strictly observe the laws and regulations in force regarding the prevention and control of illegal employment, and shall submit to the Buyer before starting to perform the Services, the corresponding certificates and any additional document that may be required under the Contract. It is understood and agreed that Contractor shall assume full liability for the payment of all labor costs associated with performing the Services and for the payment and/or collection of all pension, social security, unemployment insurance and/or other employment taxes or contributions imposed by domestic or foreign authority and arising from the employment of any person by Contractor. Contractor shall be responsible for obtaining at its expenses all visa and work related permits required for the performance of the Services.

3.9 Environment, Health and Safety (EHS) and Site Internal Rules. In case of Services performed on any Buyer and/or Owner site, Contractor shall observe and shall procure that its personnel, as well as its subcontractors and their personnel as the case may be, at all times observe all site internal rules and procedures, including EHS rules and requirements, and applicable instructions of Buyer and/or Owner. In particular Contractor shall apply, as applicable, to Buyer's EHS Requirements for Critical Contractors which last updated version is available on Buyer's web site at the following address www.psm.com on the date hereof, and undertakes to comply with their provisions, and to ensure, when applicable, that each entity of the group it belongs to and any subcontractors and sub-suppliers comply with such provisions. It is Contractor's responsibility to ensure that all its personnel follow and abide by at all times the health and safety regulations and the internal rules of the site, where the Services are carried out and the applicable site risk management plan. Contractor shall be responsible for ensuring that its personnel have access to health, first aid and rescue services. Buyer shall have the right to postpone or suspend the performance of the Services if it has reason to believe that Contractor is not performing the Services in compliance with health and safety regulations.

3.10 Accidents - Contractor's Responsibility. Contractor shall be responsible for any accidents and/or bodily injuries resulting from the performance of the Services or as a result of any acts or omissions of its personnel and shall if requested by Buyer provide satisfactory evidence

that it maintains insurance to cover claims arising in such circumstances. Contractor waives any claims or actions against Buyer and its insurers for any accidents and/or damages suffered by its personnel. Contractor shall be responsible, both towards Buyer and any third parties, for any and all damages caused by its personnel or any Contractor's equipment during the performance of the Contract. Contractor shall report and document to Buyer details of any accident or injury as soon as possible after its occurrence. In the case of any fatality or serious accident, Contractor shall, in addition, notify Buyer immediately.

3.11 Quality Assurance. Contractor shall implement an appropriate and recognized quality assurance program to ensure that the Services comply with the requirements of the Contract and provide Buyer with all reports and certificates as required under the Contract or as Buyer may reasonably require. Contractor shall provide Buyer timely notification of any testing and Buyer and/or any third party authorized by Buyer shall be entitled to attend the tests.

3.12 Contractor shall promptly notify Buyer of any adverse physical conditions or obstructions which may have an impact on the timely performance of the Services by Contractor.

3.13 During the execution of the Services, Contractor shall keep the working site free from all unnecessary obstruction and shall store or dispose of any Contractor's equipment and materials, and clear away and remove from the working site any wreckage, rubbish or works no longer required.

4. CHANGES

Buyer shall have the right at any time to make changes regarding the Services or any part thereof, by means of a written notice to Contractor. If and to the extent that the changes requested by Buyer reasonably justify an adjustment of the price, completion schedule and/or other terms of the Contract, and if Contractor has requested, including appropriate substantiation, within ten (10) days of Buyer's notice that an adjustment be made, then an equitable adjustment will be made by Buyer. Failing a notification by Contractor in accordance with the foregoing, any claim or defense of Contractor with respect to the changes is deemed waived. Contractor shall not suspend performance of the Contract during the review, negotiation and finalization of the change to the Contract. Contractor shall not make any changes to the Services without Buyer's prior written consent.

5. INSPECTION AND TESTING

5.1 Contractor's performance under the Contract and any or all portions of the Services shall at all times be subject to inspection, audit and quality review by Buyer, and/or any third party authorized by Buyer, which, upon reasonable notice, shall be afforded full and free access to the relevant facilities of Contractor and/or subcontractors. Upon completion of the Services or receipt of the Deliverables, Buyer may at its sole discretion review and inspect the same or any part thereof at that time or at any reasonable time thereafter. Buyer's review and/or acceptance of any or all portions of the Services shall not constitute or imply any waiver of any of Buyer's rights, claims or remedies (unless expressly stated otherwise in a written document signed by authorized representatives of Buyer), including any rights, claims or remedies in relation to defects in the Services, Contractor's warranties and Contractor's failure to perform in accordance with the Contract.

5.2 If the Services are subject to Acceptance procedures defined by Buyer, such Acceptance procedures will be defined in the Contract and will have to be strictly followed by Contractor at the completion of the Services.

5.3 If Contractor fails to make the Acceptance tests as provided in the Acceptance procedure, at the date specified in the Contract, Buyer may proceed with the tests itself or through any third party. Buyer shall notify Contractor in writing with the time and place of such tests, and all tests so made by Buyer shall be at Contractor's costs and may be deducted by Buyer from any monies due to Contractor. The tests so carried out by Buyer shall be deemed to have been made in the presence of Contractor

and the result of the tests shall be deemed accepted by Contractor as accurate.

5.4 If the Services fail to pass the Acceptance tests, Buyer shall be entitled to order repeated tests, or reject the Services or part thereof, in which event Buyer may apply Buyer's remedies as stated in clause 10.2 hereof.

6. DOCUMENTATION

6.1 Contractor shall furnish as part of the Services any manuals, drawings, calculations, technical data, diagrams, progress reports, quality confirmation certificates, licenses, and any such other documents as required under the Contract and/or any applicable laws. If so required by Buyer, Contractor shall submit any such documents to Buyer for review and approval. The Services shall not be deemed to be completed until delivery of all required documentation in accordance with the Contract has occurred.

6.2 Contractor shall keep all data and documents pertaining to the Services at least for ten (10) years after completion or any such longer time required by applicable law. Contractor warrants that all records to trace and evidence compliance with the Contract requirements, including EHS requirements, shall at all times be available to Buyer and/or Owner as the case may be.

7. BUYER MATERIAL AND EQUIPMENT

7.1 Any materials, components, tools, patterns, equipment, consumables and other items provided by Buyer to Contractor for the performance of the Services shall be under Contractor's custody, clearly marked and recorded by Contractor as belonging to Buyer and during such custody shall be at Contractor's risk. Contractor shall maintain any such Buyer's materials, components, tools and equipment in good working conditions throughout the duration of the Contract. Legal ownership in and/or the right to dispose of any such Buyer items shall under no circumstances pass to Contractor. Upon Buyer's request, including in case of termination for whatever reason, Contractor shall allow Buyer, and/or any third party mandated by Buyer, to enter any premises of Contractor to repossess any such Buyer items or any part thereof.

7.2 Upon receipt of any such Buyer item Contractor shall inspect it and give immediate notice to Buyer of any defect, damage or lack in quantity or quality; should Contractor fail to immediately notify Buyer as per the foregoing, any such item shall be deemed to be received by Contractor free from defects and damages and in the appropriate quantity.

8. TIME FOR PERFORMANCE

8.1 The Services shall be performed in a timely manner and Contractor shall attain each of the milestones as described in the Contract by the respective date specified in the Contract. Contractor shall give immediate notice to Buyer if any performance or delivery is delayed or likely to be delayed beyond its specified date. The notice shall include Contractor's proposal for acceleration of the progress to achieve the specified date(s). Measures for expediting progress shall include the use of additional manpower and material, multiple shift and weekend work (to the extent permitted by applicable law). The costs of the acceleration measures shall be borne by Contractor, unless it is established that Buyer is responsible for the delay.

8.2 If the completion of all or any portion of the Services (including delivery of the Deliverables) is delayed beyond the respective completion or delivery date specified in the Contract, Contractor shall be liable for liquidated damages (irrespective of whether or not Buyer reserves its right thereto when taking delayed delivery or acknowledging delayed completion), without prejudice to Buyer's other rights and remedies, including Buyer's right to compensation for any additional damage arising out of or in connection with the delay. Unless stated otherwise in the Contract, the liquidated damages due by Contractor shall be three per cent (3 %) of the Contract Price for each week of delay and /or prorata temporis for any part of a week. Such liquidated damages are due even without evidence of actual damage. Liquidated damages will not be due by Contractor to the extent that Contractor's delay (i) is due to an act or omission of Buyer provided that Contractor has notified Buyer in writing

within three (3) days of such act or omission, specifying the impact of Buyer's act or omission on the schedule or (ii) is caused by Force Majeure notified in accordance with Clause 11.

9. PRICE AND PAYMENTS

9.1 General

9.1.1 Buyer shall pay Contractor for the Services performed in accordance with the Contract. The provisions of Clause 9.2 (Lump Sum Price) and/or Clause 9.3 (price based on agreed rates and reimbursable expenses), as the case may be, shall apply, unless and to the extent expressly specified otherwise in the Contract.

9.1.2 Except to the extent expressly stated otherwise in the Contract, the prices stated in the Contract shall be firm and fixed and are inclusive of all levies, taxes, fees, and duties that may be levied in relation to the Contract and Contractor's performance of the Services. Contractor shall promptly pay all such levies, taxes, fees, and duties and immediately indemnify Buyer if Buyer is called upon to pay the same. The prices stated in the Contract shall constitute Contractor's sole entitlement to compensation for its performance of the Contract.

9.1.3 All Contractor's invoices shall comply with the invoicing instructions specified by Buyer in the Contract or as it may reasonably provide. Buyer shall be entitled to return for correction incorrect invoices, or invoices which are not accompanied by the proper supporting documents. The payment period for such corrected invoices shall commence on the day of receipt of the corrected invoice.

9.1.4 Payment by Buyer in accordance with this Clause 9 shall be in full discharge of Buyer's liabilities and obligations under the Contract. However no payment shall become due prior to formal written acceptance by Contractor of the Purchase Order and all its terms. Buyer shall be under no obligation to make any payment to Contractor if Contractor is in breach of contract and for so long as such breach continues.

9.1.5 If Buyer is in default in respect of any sum due and payable, Contractor, by way of a sole and exclusive remedy, shall be entitled to interest on the overdue amount at the rate of 1% per annum.

9.1.6 Contractor shall not be entitled to set off any claim that it might have against Buyer against sums owing to Buyer unless such Contractor claim is undisputed by Buyer or has been decided in Contractor's favor finally and conclusively pursuant to Clause 22 (Dispute Resolution).

9.1.7 Contractor shall submit to Buyer a partial and/or final waiver of lien/claim, in a form acceptable to Buyer, with each invoice.

9.2 Lump Sum Price

9.2.1 In the event that the price agreed in the Contract is a lump sum price ("Lump Sum Price"), Contractor shall complete the Services in full in accordance with the Contract for no more than the Lump Sum Price, and accordingly shall not be entitled to any sum in excess of the Lump Sum Price except as provided in Clause 4 (Changes) and Clause 16 (Suspension).

9.2.2 Contractor shall be entitled to invoice for payment for the Services only when completion of the Services or achievement of a payment milestone in accordance with the Contract has occurred, and payments due by Buyer shall then be made within sixty (60) days after receipt of Contractor's invoice accompanied by the relevant documentation, into the bank account nominated by Contractor.

9.3 Prices Based on Agreed Rates and Reimbursable Expenses

9.3.1 In the event that the Contract provides for Contractor's compensation based on agreed rates and reimbursable expenses Buyer shall pay Contractor for the Services performed in accordance with the Contract at the rates and reimbursable expenses stated therein. When the Contract provides for reimbursement of expenses, Buyer shall reimburse Contractor for its justified and reasonable expenses at the rates specified in the Contract (or failing those, at cost), provided always that Contractor has incurred such expenses in accordance with the Contract and/or Buyer's reasonable instructions (including, as applicable, Buyer's

business expense policy) and provides appropriate substantiation of such expenses. If the Contract provides for Contractor's compensation for material and/or services procured from subcontractors, then Contractor shall be entitled to reimbursement of the cost for agreed items and services purchased directly for the Services; provided always that Contractor shall make its best efforts to procure materials and services at the most advantageous conditions and shall support all costs claimed by submitting paid invoices or other appropriate substantiation.

9.3.2 (a) Contractor shall furnish to Buyer, in a timely fashion as specified in the Contract or if no specific timing is stated in the Contract at least weekly, a "Contractor Cost Summary" including, as applicable:

i. timesheets of personnel engaged in performing any part of the Services in the preceding reporting period, including the following minimum information: the name and category of personnel engaged in accordance with the rate categories specified in the Contract; the tasks they were working on; and the number of hours performed.

ii. statement of expenses, specifying the expenses to be reimbursed by Buyer under the Contract incurred by Contractor in relation to the performance of the Services in the preceding reporting period, along with any supporting documents as reasonably required to evidence said expenses.

(b) If Buyer disputes any part or all of the Contractor Cost Summary, it shall provide Contractor written reasons therefore. Contractor shall review Buyer's comments and promptly revise the documents concerned as reasonably justified. To the extent that Contractor rejects specific comments made by Buyer, it shall provide Buyer with reasonable justification. If no agreement on the Contractor Cost Summary is reached within four (4) weeks of Buyer's receipt of the full information, the issue shall be elevated to Buyer and Contractor department heads for resolution.

9.3.3 Unless specified otherwise in the Contract, Contractor shall be entitled to invoice monthly for the Services performed in the preceding calendar month at the rates stated in the Contract. All Contractor's invoices must strictly comply with the invoicing instructions specified by the Buyer in the Contract and shall be accompanied by copies of the relevant Contractor Cost Summary documents approved by Buyer in accordance with the foregoing Clause 9.3.2.

9.3.4 Contractor shall keep account of its ongoing charges and expenses and notify Buyer monthly of the cumulative amount invoiced. In the event that the Contract states a maximum total price or limit of costs ("Maximum Price"), Contractor shall complete the Services in full in accordance with the Contract for no more than the Maximum Price, and accordingly shall not be entitled to any sum in excess of the Maximum Price except as provided in Clause 4 (Changes) and Clause 16 (Suspension).

9.3.5 Payments due by the Buyer shall be made within sixty (60) days after receipt of Contractor's invoice accompanied by the relevant documentation, into the bank account nominated by Contractor.

10. WARRANTY

10.1 In addition and without prejudice to any other warranties provided by Contractor under the Contract, Contractor warrants that:

a) the Services will be performed in a timely, safe, competent and professional manner in accordance with the best practices and standards applicable in Contractor's industry and be of the highest professional quality, Contractor possessing all the necessary expertise, facilities, resources and equipment required to perform the Services;

b) the Services shall be performed by the most skilled, knowledgeable, and experienced personnel in a manner consistent with the highest degree of care and skill exercised by members of the same profession;

c) the Services shall be free from any defect or lack of conformity in design (except to the extent the design is provided to Contractor by Buyer), workmanship and material and otherwise in strict conformity with all requirements of the Contract;

d) the Services shall be of good and satisfactory quality and fit for the purposes for which they are intended.

10.2 If within a period of twenty-four (24) months from the date of completion of all Services in accordance with the Contract, any portion of the Services is found to be defective or otherwise not having being performed in conformity with the Contract, including the warranties and other requirements set forth in the Contract, Contractor shall promptly upon Buyer's demand, and at Contractor's expense and risk, re-perform any such portion of the Services and/or take such actions as may be required to bring the Services into conformity with Contract requirements, and shall compensate Buyer for any additional costs incurred by Buyer due to the defect or non-conformity. Should Contractor fail to remedy the defect or non-conformity with due diligence and within such reasonable time specified by Buyer (or failing that within such reasonable time after Buyer's request), or if the circumstances otherwise reasonably justify such action, Buyer may take all such actions as may be required to remedy the defect or non-conformity of the Services, itself or through a third party, at Contractor's expense and risk. If the defect or non-conformity is such that the Services or any portion thereof are of no use to Buyer (or the Owner as the case may be) or such use is significantly impaired, or in the event of a recurring defect, Buyer may reject said Services or portion thereof and reclaim any sums paid in that respect. Buyer's remedies as stated in the Contract are in addition to Buyer's other rights and remedies available at law and equity.

11. FORCE MAJEURE

11.1 "Force Majeure" means an event or circumstance which satisfies all of the following requirements: (i) is beyond the reasonable control of the Party relying thereon; (ii) could not reasonably have been foreseen at the date of the Contract; (iii) could not have been prevented, mitigated or overcome by the affected Party (and/or any third party within the control of such Party, including any Subcontractor), acting and having acted with all due diligence and (iv) is not an act, event or condition, the risks or consequences of which the affected Party has expressly agreed to assume under the Contract; including, subject to the conditions set out herein, acts of God, war, earthquake, terrorist acts and national strikes or labor disputes. For the avoidance of doubt employee strikes of any kind (except as expressly stated above) or the lack of the required import licenses, or import authorizations of the authorities, lack of qualified personnel, lack of material or financial problems on the part of the affected Party shall not be deemed to be Force Majeure events.

11.2 If the performance by either Party of its obligations under the Contract is, in whole or in part, prevented or delayed by reason of Force Majeure, then such Party will not be considered in default and will be excused from the performance or punctual performance, as the case may be, of such obligations, as long as and to the extent that performance of those obligations is affected by the Force Majeure. Any affected obligations, including the corresponding obligations of the Party not affected by Force Majeure, as the case may be, will be equitably adjusted; provided however that, unless otherwise expressly provided herein, the Contractor will not be entitled to compensation for additional costs incurred by virtue of such Force Majeure.

11.3 A Party intending to seek Force Majeure relief under the Contract will not be entitled to such relief unless such Party: a) within three (3) days after becoming aware of the occurrence of Force Majeure, gives notice to the other Party of its intent to claim Force Majeure; b) within ten (10) days after becoming aware of the occurrence of Force Majeure, submit to the other Party sufficient detail regarding the event or circumstance, including its causes and consequences on the performance of the Contract, and all reasonable evidence serving to establish the Force Majeure; if the Contractor seeks an extension of time due to Force Majeure, it must in particular provide appropriate evidence that the Force Majeure has in fact impacted the timely delivery of the Product; c) without undue delay, undertakes all reasonable steps to mitigate the effect of the Force Majeure on the performance of the Contract and inform the other Party accordingly.

12. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

12.1 Each Party shall maintain in strict confidence any proprietary or confidential information and material disclosed by the other Party in connection with this Contract (provided that Buyer shall not be precluded from disclosing any such information and material received from

Contractor as part of the Services, to the extent necessary for any tenders, sale, manufacture, erection, commissioning and/or servicing of power systems and equipment by Buyer or its affiliates).

12.2 All information and know-how including drawings, specifications and other data provided by Buyer in connection with the Contract as well as any documents or data derived from such information and know-how shall remain at all times the property of Buyer or its affiliate(s) (as the case may be) and may be used by Contractor only for the purpose of performing the Contract.

12.3 Buyer shall have the irrevocable, royalty free and unrestricted worldwide right to use (including the right to sub-license) all systems, programs, documentation, know-how or other intellectual property rights relating to or embodied into the Services delivered to Buyer.

12.4 Contractor warrants that the performance of the Services and any Deliverables and/or other material, design, works or information provided by or on behalf of Contractor, including the use thereof, does not infringe any intellectual property right of a third party, and Contractor will defend, indemnify and hold harmless Buyer and the Owner from and against all claims and liabilities based on alleged or actual infringement thereof. In case of infringement, Buyer, at its option, may require Contractor (a) to procure at Contractor's expense the necessary rights, (b) to modify or re-perform the Services or part thereof such that they no longer infringe and/or to modify or replace any Deliverables with non-infringing equivalent, or (c) to refund to Buyer all payments received under the Contract with interest upon Buyer instruction to halt the Services and/or Buyer's return of the infringing Deliverables.

12.5 Contractor expressly represents and warrants that it will not, and shall ensure that its affiliates and subcontractors will not, either alone or jointly with others, directly or indirectly through any other person, infringe the intellectual property rights of Buyer or its affiliate(s) and in particular shall not (a) accept or use, for any reason, any of the proprietary information of Buyer or its affiliate(s) which it has reason to believe has been improperly obtained from such party, (b) reveal, or entice any person to reveal, any of the proprietary information of Buyer or its affiliate(s) to any third party without prior written approval by Buyer, (c) use, or entice any person to use, proprietary information of Buyer or its affiliate(s) for any purpose other than that which is expressly authorized by Buyer.

13. COMPLIANCE

13.1 Contractor represents and warrants that: a) the Services are in strict compliance with all applicable laws and regulations, including any environment, health and safety (EHS) requirements; b) any Deliverables and/or other materials to be supplied to Buyer shall not include any arsenic, asbestos, lead or any other hazardous and/or contaminated substances, elements or waste of any kind that are restricted by law or regulation at the place of origin and/or any temporary and/or final destination of such Deliverables and/or other materials or any part thereof pursuant to the Contract, or by good international power engineering practice; c) Contractor shall not in the course of any activity arising in connection with the Contract cause any of Buyer or Owner employees or representatives or any third party authorized by Buyer to act on its behalf to be exposed to any such hazardous and/or contaminated substances, elements or waste as specified in a) above; and d) as applicable, the Services shall be performed and the Deliverable shall be delivered complete with all instructions, warnings and other data necessary for safe and proper operation. In case of conflict between different EHS requirements, the most stringent standard shall apply.

13.2 Contractor hereby acknowledges having read and having full knowledge of the Code of Ethics which last updated version is available on Buyer's web site at the following address www.psm.com on the date hereof, and undertakes to comply with their provisions, and to ensure, when applicable, that each entity of the group it belongs to and any subcontractors and sub-suppliers comply with such provisions.

13.3 Contractor warrants that it has not directly or indirectly paid any commission, fees or granted any rebates to any third party, employees of

Buyer or Buyer's customers, or made any gifts, entertainment or any other non-monetary favors or other arrangements.

13.4 Contractor and its subcontractor(s) 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, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

13.6 To the extent that Contractor is deemed to manufacture or to contract to manufacture goods for Buyer under this PO, if requested Contractor shall provide in an acceptable form to Buyer, information on the content and origin of such goods that utilize or contain "conflict minerals" that are necessary to the functionality or production of such goods, in accordance with Section 1502 of the Dodd-Frank Act (the U.S. Conflict Minerals Law). Conflict minerals are wolframite, cassiterite, columbite-tantalite (coltan), gold and their derivative metals; tantalum, tin and tungsten.

13.7 Any breach of this Clause shall be considered to be a material breach. Contractor shall indemnify and hold harmless Buyer, its affiliates, officers, employees or agents, from and against any and all claims, liabilities, loss, damage, costs and expenses (including legal fees and expenses) which may arise as a result of or in connection with Contractor's breach of its obligations and/or warranties under this Clause.

13.8 Contractor represents and warrants that Contractor is not a Specially Designated National, and that Contractor is not otherwise listed as a restricted person, on any OFAC screening list ("Targeted Person") and that the transaction will not be directly or indirectly for the benefit of a Targeted Person or a national or resident of any country embargoed by the U.S. government (Cuba, Iran, Syria, Sudan, North Korea and the Crimea region of Ukraine). Contractor shall comply with all applicable export and import control laws and regulations. Contractor will provide Purchaser with all Export Classification Control Numbers applicable to the Services, any Deliverables and any items (and if applicable copies of any applicable export licenses). Seller shall inform Purchaser if any Services, Deliverables or items contain dual use items or technology as defined under U.S. export law.

14. INDEMNITIES

Contractor shall indemnify, hold harmless and defend Buyer, its affiliates, agents, employees, officers and directors, from and against any and all claims, liabilities, loss, damage, costs and expenses (including legal fees and expenses) arising out of or in connection with Contractor having been found to be employing illegal immigrants, or more generally with Contractor's act or omission (including negligence) or breach of obligations in relation to the performance or non-performance of the Contract, and resulting in: a) bodily injury or death (including Contractor, Buyer and Owner personnel) and/or b) destruction of or damage to tangible property.

15. INSURANCE

15.1 Contractor shall procure and maintain and cause its subcontractors to procure and maintain the following minimum insurance coverages with insurers acceptable to Buyer and having an AM Best's rating of A-VII or higher, licensed to conduct business in all states where the Work is performed during the term of this Contract, and until the expiration of the latest Warranty Period.

15.2 Workers' Compensation Insurance for all statutory obligations imposed by the applicable state's Workers' Compensation or Occupational Disease Laws, including Employers' Liability Insurance with a minimum insurance limit of \$1,000,000 USD by accident or disease for each employee.

15.3 Commercial General Liability Insurance including, but not limited to, coverage for Bodily Injury (including death), Property Damage, Premises Liability, Products/Completed Operations and Contractual Liability with minimum insurance limits of \$3,000,000 USD per occurrence. This coverage shall respond to claims arising out of the contractual obligations assumed by Contractor under this Contract, extending to the indemnity obligations.

15.4 Business Automobile Liability Insurance, including coverage for all owned, non-owned, leased and hired vehicles used by Contractor in performance of this Contract, with minimum insurance limits of \$2,000,000 USD combined single limit per accident.

15.5 Professional Liability Insurance covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a minimum insurance limit of \$2,000,000 USD each claim. This insurance is required if Contractor performs any design services related to the Work.

15.6 On the required Commercial General Liability, Business Automobile Liability and, if applicable, Excess Umbrella Liability insurance policies, Buyer, its directors, officers, employees, agents, parents, affiliates and legal entities shall be named as Additional Insureds.

15.7 The insurers affording the coverage required herein, including any and all deductibles or self-insured retentions, must waive, or caused to be waived, any and all rights of subrogation which might now or hereafter exist against Buyer, its directors, officers, employees, agents, parents, affiliates and legal entities to the fullest extent permitted by law, and the policies must be primary and non-contributory to any insurance or self-insurance which may be maintained by the Buyer.

15.8 The Contractor shall provide satisfactory evidence of the minimum coverages required herein to Buyer by sending an ACORD Certificate of Insurance, along with evidence of the Additional Insured and Waiver of Subrogation status, to Buyer before commencement of the Work and within ten (10) days after any applicable insurance policy renewal periods.

15.9 The insurance specified in this Contract will not be canceled without at least thirty (30) days advance written Notice from Contractor to Buyer.

15.10 The Contractor may satisfy the insurance limits required herein through any combination of primary and follow form excess umbrella liability insurance.

15.11 If Contractor utilizes any subcontractors for any of the Work in performance of this Contract, Contractor is responsible to ensure that such subcontractors shall at all times maintain the minimum insurance coverages and conditions as required in this Contract.

16. SUSPENSION

Buyer may at any time instruct Contractor to suspend the performance of the Services or portion thereof by giving notice to Contractor. Contractor shall take all reasonable steps to minimize costs associated with the suspension. Except if the suspension is caused by Contractor's breach or by Force Majeure, Buyer shall reimburse Contractor for the direct costs (excluding any profit element) attributable to the suspension, provided that the same are reasonable and properly evidenced by Contractor. Contractor shall not suspend performance, except with the express written consent of Buyer.

17. TERMINATION

17.1 Grounds for Termination

17.1.1 Termination for Cause. Without prejudice to any other rights and remedies of Buyer, Buyer, without liability, may terminate forthwith the whole or any part of the Contract by written notice to Contractor, if (i) Contractor is in breach of its obligations, including any breach of the Contract which Contractor has failed to commence a remedy acceptable by Buyer for the breach immediately after being notified of the same by Buyer; (ii) Contractor fails to make progress such as to endanger proper performance of the Contract (iii) Contractor becomes bankrupt or insolvent, or makes an arrangement with its creditors, has a receiver or

administrator appointed, commences winding up or similar proceedings or ceases or threatens to cease to carry on business or becomes unable to pay its debts as they fall due.

17.1.2 Termination for Convenience. Buyer may at any time terminate the Contract, in whole or in part, for convenience, by means of written notice to Contractor.

17.2 Consequences of Termination

17.2.1 General. Upon Buyer's request, Contractor shall deliver to Buyer any documentation (whether in electronic format or paper based) and any other item created by Contractor in connection with the Contract, whether or not completed, and do and procure all things necessary to enable Buyer to complete the Services or have them completed by a third party.

17.2.2 Termination for Cause. Upon termination by Buyer, Buyer may, at its sole discretion, opt to reject all or any part of the Services to the extent that they cannot reasonably be used by Buyer and reclaim any sums paid in respect thereof with interest. In the event that any part of the Services performed by Contractor in accordance with the Contract prior to termination is accepted by Buyer, Contractor shall be entitled to compensation for that part, determined on the basis of the rates stated in the Contract and in accordance with the provisions of Clause 9. Contractor shall promptly upon Buyer's request compensate Buyer for all costs, expenses, damage and loss incurred by Buyer as a result or in connection with the termination and/or Contractor's default, including as applicable any excess cost and expense incurred to complete the Services or any part thereof itself or through any third party and damage or loss due to non-compliance with the terms of the Contract, including late completion. Buyer is entitled to withhold payment of any amounts due to Contractor until the amounts due by Contractor have been established.

17.2.3 Termination for Convenience. Buyer may opt to complete the Services or any part thereof itself or employ any third party to do so. Contractor shall be entitled to a) for any part of the Services performed in accordance with the Contract up to the date of termination (and thereafter, to the extent Contractor is requested in writing by Buyer to perform certain Services after termination), the applicable amounts as per Clause 9 and b) an equitable amount to cover possible other direct, unavoidable costs incurred or committed by it prior to termination, provided however that such amounts be properly established. The amounts due to Contractor shall in no case exceed, in aggregate, the Lump Sum Price or Maximum Price, to the extent applicable. Contractor shall make every reasonable effort to mitigate the termination costs and shall promptly submit to Buyer, for its review and approval, the termination costs together with supporting evidence. If Buyer disputes the termination costs submitted by Contractor, it shall be entitled to have Contractor's accounts audited by a competent accounting firm of its choice. Contractor shall be entitled to no other payment or compensation as a consequence of the termination.

18. CONTRACTOR CLAIMS

Contractor shall only be entitled to make a claim in the circumstances set forth expressly in the Contract. Contractor waives its rights to place a lien on any Buyer or Owner property. As a condition precedent to any claim, Contractor must give notice to Buyer of any circumstance which in Contractor's view might give rise to a claim within three (3) days of the occurrence and must submit without undue delay any claim in writing to Buyer including all such substantiation and evidence as reasonably practicable. Contractor shall proceed with the work under the Contract even in the event of disagreement or dispute with Buyer, pending resolution of the matter between the parties, without delay or detriment to the fulfillment of Contractor's obligations.

19. LIABILITY

Neither Party shall be liable to the other, whether in contract, tort, product liability, professional liability, strict liability or otherwise, for loss of production, loss of use, loss of goodwill or reputation, loss of savings or profit, loss of revenue, loss of contract, or for any indirect, special, incidental or consequential loss or damage of any kind suffered by the other Party. For the avoidance of doubt, the foregoing is without prejudice to the Contractor's liability to pay pre-agreed liquidated damages and the foregoing exclusion of liability

shall not apply to and shall therefore not serve as an exclusion or limitation of liability (i) in relation to any indemnity obligations of the Contractor or (ii) in the event of gross negligence or willful misconduct.

20. MISCELLANEOUS

20.1 Amendments. Except where the Contract expressly states otherwise, any amendment to the Contract shall be binding only if in writing and signed by duly authorized representative(s) of the Parties.

20.2 Assignments. Buyer may assign the Contract or any part thereof to any of its affiliates or to the Owner upon written notice to Contractor. Contractor shall not assign this Contract or any part thereof without Buyer's prior written consent.

20.3 Entire Agreement. The Contract shall be and incorporate the entire agreement and understanding between the Parties in relation to all matters contained therein and supersedes any previous written or oral agreements, negotiations, commitments, communications and representations of any kind.

20.4 No Waiver. Neither Party's rights shall be prejudiced or restricted by any indulgence or forbearance extended by such Party or by any delay in exercising or failure to exercise any right and no waiver by either Party of any breach shall operate as a waiver of any other or further breach, whether of a like or different character.

20.5 Survival of Obligations. Any obligations which by their nature extend beyond the expiration or termination of the Contract, including (without limitation) the provisions of Clauses 10, 12 and 22, shall survive the expiration or termination of the Contract.

20.6 Notices and Communications. Any notice to be given to either Party under the Contract shall be in writing and delivered by hand or sent by courier, post or facsimile to the respective addresses stated in the PO (or such other nominated address notified in writing to the other Party). Communications dealing with day-to-day business may be made by electronic mail.

20.7 Independent Contractor. Contractor hereby acknowledges that it is an independent Contractor. The Contract shall not be interpreted or construed to create any relationship of agency, association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have the right, power or authority to enter into any contract or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind the other Party, unless expressly otherwise agreed in writing.

20.8 Severability. The invalidity, in whole or in part, of any of the provisions of the Contract shall not affect the remainder of such provision or any other provision of the Contract. To the extent allowable under the law applicable to the Contract, the Parties agree in good faith to replace any such invalid provision by a lawful provision having proximate economic effect.

21. GOVERNING LAW AND CONTRACT LANGUAGE

21.1 The Contract shall be governed by and construed in accordance with the laws of the state where the purchase order was issued from, excluding application of its conflict of law provisions.

21.2 The language of the Contract shall be English and all communications thereunder or in relation thereto shall be delivered in English unless otherwise agreed in writing.

22. DISPUTE RESOLUTION

ANY AND ALL DISPUTES BETWEEN THE PARTIES SHALL BE FINALLY SETTLED BY BINDING ARBITRATION UNDER THE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION BY THREE ARBITRATORS APPOINTED PURSUANT TO SAID RULES OF ARBITRATION. THE ARBITRATION SHALL TAKE PLACE IN THE CITY FROM WHERE THE PURCHASE ORDER WAS ISSUED. THE ARBITRATION DECISION SHALL BE FINAL AND BINDING UPON THE PARTIES.