

IMPORTANT NOTICE

This Purchase Order ("Order") and any General Terms and Conditions in effect between the parties embody the entire agreement and supersede any prior negotiations or communications, and are subject to the terms and conditions contained in any documents made a part of this Order by attachment or reference (this Order, any General Terms and Conditions, and other documents, collectively, hereinafter referred to as the "Contract"). In case of any inconsistency, conflict, or ambiguity between this Order and any other Contract documents, the documents shall govern in the following order: (a) the General Terms and Conditions; (b) this Order; and (c) the terms and conditions in any attachments to this Order. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Information identified in one document and not identified in another shall not be considered a conflict or inconsistency. Notwithstanding the foregoing, the terms and conditions in this Order shall not apply to any Contract with an effective date prior to July 31, 2016 ("Legacy Contracts"). All Legacy Contracts shall be governed by the parties' General Term and Conditions and the terms attached to any purchase order issued prior to July 31, 2016.

PURCHASE ORDER TERMS AND CONDITIONS

1. Parties. "Supplier" means the person or entity to whom this Order was issued; "Supplier Parties" means Supplier, its affiliates and subcontractors, and their respective directors, officers, agents and employees; "Company" means each Ship To entity specified herein; "Company Parties" means Company, its affiliates and subcontractors, and their respective directors, officers, agents and employees.

2. Scope. Supplier shall provide and deliver to Company, its affiliates, assignees, and/or designees the equipment, apparatus, material, goods, machinery, supplies ("Goods") and services (collectively the "Work"), as described in the Order or any other referenced documents.

3. Change Orders. Company may at any time, in writing, direct or authorize Supplier to make changes or modifications to the Work within the general scope of this Order. If such changes or modifications necessitate an increase or decrease in the amount due or in the time required for performance, such matters shall be agreed upon in writing prior to proceeding with the change or modification. No payment shall be made by Company for any change or modification not so directed or authorized in writing by Company prior to proceeding with the change or modification.

4. Invoicing and Payment. Supplier shall invoice Company in accordance with the price and payment schedule set forth on the Order. All invoices submitted shall reference the Order Number set forth on the Order, Supplier's name, invoice date, invoice number, remit to address, Supplier's phone number, and if applicable, any necessary wire information. Supplier must have complete supporting documentation of all charges incurred. When sales, use or services taxes ("Sales Taxes") are payable in connection with this Order, Supplier shall add a separately stated amount for such Sales Taxes computed at the current legal rate. Supplier shall separately state charges for any non-taxable items, and the computation of Sales Taxes shall exclude such separately-stated charges from the tax base. To the extent legally permissible, Company shall provide to the Supplier duly executed resale or exemption certificates, if applicable, and other information as reasonably requested to support the exempt status of any item contained in this Order. Company shall pay non-disputed invoices 1.5% 15, net 45 days after receipt of a correct invoice.

5. Set-Off and Withholding. Company may upon written notice to Supplier, set off any amount due from Supplier under this Order, against any amount due Supplier or claimed by Supplier to be due under this Order. In addition, Company may withhold from Supplier any amount sufficient to reimburse Company for any loss, damage, expense or liability for Supplier's actual, alleged or reasonably probable failure, based on factual evidence, to comply with the terms and conditions of this Order. If any third party claims for which Company is entitled to indemnification are made or threatened, Company may retain all or any part of the amounts due Supplier under this Order as it considers necessary until all such claims have been resolved and evidence to that effect has been furnished to the satisfaction of Company.

6. Packaging, Delivery and Transportation. Routing and carrier (if applicable) shall be as specified within this Order. If routing and carrier are not specified, Supplier must obtain Company's approval of the routing and carrier selection prior to shipment. Delivery shall be made Monday through Friday between 8:00 a.m. and 3:00 p.m. unless the Company has agreed in advance to alternate arrangements. All shipments shall contain two copies of a packing list; one securely attached to the outside of the shipping container and one packed with the items inside the container. All shipping containers shall be plainly marked upon at least two sides identifying the shipment with, at a minimum, Company's Order number and Supplier's name and address. Unless otherwise stated on the face of this Order: (a) the price includes all packaging, dunnage, containers, and materials used to protect the Goods in transit, and (b) title to and risk of loss for, the Goods furnished pursuant to this Order shall pass to Company F.O.B. at Company's site and only after Company's final acceptance. Supplier shall be responsible for all transportation costs, fees, duties, levies, import fees, and fuel surcharges for international and domestic shipments of Goods.

7. Inspection. All Work is subject to inspection, test, and approval at destination by Company, notwithstanding prior payments or inspections at the source. Company, without limitation to its other rights under this Order, may reject any Work that contains defective materials or workmanship, does not conform to the specifications, or is not as ordered. Rejected Goods may be returned at Supplier's risk and expense. Acceptance of any Work shall not be deemed to alter or affect the obligations of Supplier or the rights of Company under any other term or condition of this Contract.

8. Warranties. Supplier represents and warrants that: (a) the Goods to be delivered hereunder will (i) comply with any applicable description of the Work, (ii) conform to the requirements and specifications set forth in this Contract; and (iii) if type, grade, quality and/or make are not specified, be of a type, grade, quality and/or make equal to the highest standards recognized in the industry, be new, first class, free of defects in design, materials, workmanship, and title, and be fit for the purpose intended; (b) services to be performed hereunder shall (x) be performed in a proper and workmanlike manner by technically competent and qualified personnel in accordance with any applicable description of work, (y) conform to the requirements of this Contract, and (z) unless otherwise specified, meet performance standards generally accepted within the particular industry involved at the time of performance; and (c) Supplier has not made and will not make any commitments inconsistent with Company's rights under this Contract. In the event that the Work does not conform to these warranties at any time from commencement of the Work until one year after Company's final acceptance of the Work, Supplier, at no cost or expense to Company, will re-perform the Work to correct any nonconformity in a manner and time acceptable to Company. In the event Company does not require Supplier, or Supplier is unable in the manner and time set forth by Company, to correct any nonconformity, Supplier will not invoice Company for any non-conforming Work and will reimburse Company within thirty (30) days of Company's request if an invoice has been previously paid for the non-conforming Work.

9. Use of subcontractors. Supplier will use only its own employees to perform the Work unless Company consents in writing to the use of subcontractors. If Company consents to such use, every subcontract will include, at a minimum, contractual provisions that preserve and protect the rights and remedies of Company pursuant to this Contract, and provide Company with protection at least equal to that provided by this Contract. Supplier shall be responsible and liable for the performance of Work and any acts or omissions of its subcontractors under this Contract as if such Work, acts, or omissions were those of Supplier. Supplier will (i) designate Company as a third party beneficiary of all contracts with such subcontractors and (ii) ensure that each subcontract is by its terms assignable to Company at Company's option in the event of any termination by Company of this Contract

for cause.

10. Intellectual Property Rights. Company shall obtain all ownership rights to the Work resulting from Supplier's efforts provided hereunder, free and clear of any and all liens, claims, encumbrances, and rights in favor of Supplier or any third party. To the extent Supplier retains any such rights, including Supplier's pre-existing intellectual property rights, Supplier hereby grants to Company an irrevocable, assignable, nonexclusive royalty-free unrestricted worldwide right and license to use any intellectual property of Supplier included in the Work furnished or performed by Supplier to Company under the Order. Supplier expressly warrants that there has been no violation, misappropriation or infringement of any trade secret, patent, trademark, copyright, or other third party property right (including without limitation, any violation of a third party license) in any way connected with or arising out of the Work specified in this Order.

11. Confidentiality. All documentation, designs, specifications, data, and other information provided by Company to Supplier hereunder shall be considered Company's Confidential Information. Supplier agrees to use Confidential Information only for the performance of Work hereunder and it shall not otherwise be used or disclosed before, during, or after the completions of Work without Company's prior written approval. Supplier shall maintain internal policies to protect confidential nature of Confidential Information. Supplier shall take steps to ensure that its employees who receive such Confidential Information comply with the requirements of this Contract. Upon Company's request, Supplier will promptly return or destroy all copies of Confidential Information other than those retained solely for archival or administrative purposes, provided that any retained copies will be subject to the confidentiality requirements of this Contract.

12. Indemnity. Supplier Parties shall indemnify, defend and hold Company Parties, and their directors, officers, shareholders, employees, agents and representatives, successors, and assigns, harmless from and against any and all third-party claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements, including any fees incurred in establishing the right to indemnity hereunder) of any kind whatsoever (including claims, suits, or proceedings brought by Supplier Parties' own employees) arising out of, resulting from or connected in any manner to the acts or omissions of Supplier or any of its employees, subcontractors, representatives, or agents in performing the Work. Supplier expressly acknowledges and agrees that the indemnity provided for constitutes a waiver by Supplier, on behalf of Supplier Parties, of immunity Supplier Parties otherwise may have for injuries to or death of Supplier Parties' own employees under the Pennsylvania Worker's Compensation Act or similar provisions in other jurisdictions. The Parties further agree that nothing herein shall be construed to create a legal duty or responsibility on the part of Company Parties to supervise or otherwise provide for the safety of Supplier Parties' employees.

Supplier's duty to defend arising under this Section 12 shall be at Supplier's expense with counsel reasonably acceptable to Company, and such counsel shall consult with Company on all major decisions in Company's defense. Supplier shall not, without the prior written consent of the applicable Company Parties, settle or compromise, or permit a default judgment or a consent to entry of any judgment with respect to, any claim for which Supplier has indemnification obligations under this Order. Company reserves the right to defend itself at its own expense. Supplier's monetary obligations under this Section 12 shall not be limited to the amount of insurance coverage carried or required to be carried by Supplier hereunder.

13. Assignment. This Order is binding upon and inures to the benefit of the parties permitted successors and assigns. Supplier shall not assign, transfer or subcontract any of its rights or obligations under this Order by contract, merger, consolidation or operation of law without the prior written permission of Company. In no event shall Company's written permission be construed as discharging or releasing Supplier from the performance of its obligations specified in this Order. Any attempted assignment that does not comply with the terms of this Section 14 shall be null and void. Supplier shall remain jointly and severally liable with any assignee of its rights or obligations.

14. Time. Supplier shall undertake to deliver Goods and services in such a manner and use such resources as necessary to fulfill the obligations called for hereunder by the times set forth herein, including without limitation additional personnel, additions to shifts, overtime, and/or modification to production in test schedules. Supplier shall be responsible for any additional costs or expenses related to or caused by such actions(s). Time is expressly agreed to be of the essence in the performance of obligations under this Order and each, every and all of the terms, conditions and provisions herein. Any waiver of strict performance with the terms, conditions and provisions herein must be express and in writing.

15. Supplier Compliance. Supplier represents and warrants that it is and its suppliers are familiar with, and at all times shall comply with all of the following which are incorporated herein by reference: (a) good industry work practices and all applicable federal, state, and local laws, ordinances, rules, regulations, and executive orders, all applicable safety orders, and all orders or decrees of administrative agencies, courts, or other legally constituted authorities having jurisdiction or authority over Supplier, Company, or Work furnished or the exercise of rights under this Order, which may now or hereafter exist; (b) all Company procedures and requirements including standards specified by Company and/or set forth in this Order regarding safety, security, or health; and (c) Company's Standards of Conduct and Integrity for Suppliers ("Standards"). The current versions of the Standards are available to Supplier at www.TalenEnergy.com/about-us/supply-chain. Supplier is responsible for reviewing and complying with any changes to the Environmental Requirements or the Standards publishing by Company at the above referenced web address.

16. Audit Rights. Supplier and its subcontractors shall maintain books, records, accounts, documents and other information and accounting procedures and practices relating to this Order ("Records") sufficient to analyze Supplier's and its subcontractors' fees and charges and the performance and compliance with this Order. Records shall be retained for a minimum of three (3) years after final payment. During the term of this PO and for a period of one year after final payment, Company or its designee will have the right to access Supplier's and its subcontractors' facilities and systems during normal business hours for the purpose of inspection of the Work and to review, audit and verify Supplier's and its subcontractors' fees and charges, performance and compliance with this Order. Supplier and its subcontractors will cooperate with Company's representatives in furnishing such access, Records and assistance as may be reasonably requested. Any such audit will be at Company's expense. However, if an audit reveals the overcharging of Company by Supplier of any amount, Company may offset such amount against payments not yet made to Supplier by Company under this Order and/or Company shall be entitled to an immediate refund of such amount from Supplier. In addition, if an audit reveals (a) the overcharging of Company by Supplier of three percent (3.0%) or more, or (b) any other material breach of this Order, Supplier will promptly reimburse Company for all costs and expenses of the audit and correct any other material breach revealed by any such audit. Company may then perform additional audits at Supplier's expense until an audit shows no overcharges or material breach.

17. CFTAS. Supplier shall be responsible for complying with any applicable Department of Homeland Security ("DHS") Chemical Facility Anti-Terrorism Standards ("CFATS") requirements, codified at 6 CFR Part 27, related to a Company property and/or facility. The DHS CFATS program regulates certain chemicals of interest ("COI") identified in Appendix A to CFATS, 6 CFR Part 27, and imposes certain requirements on facilities that possess a COI. Supplier must notify Company at least thirty (30) days in advance of any plans to bring any COI onto the relevant Company property and/or facility, and must obtain Company's written approval prior to bringing any COI onto the relevant Company property and/or facility. If providing such notice and obtaining such approval is not possible within this time frame, Supplier shall notify Company as soon as reasonably possible, and in any event must have Company's written approval prior to bringing any COI onto the relevant Company property and/or facility.

18. Other Regulatory Compliance Provisions.

18.1 Company and Supplier shall, unless specifically exempted by law, perform its obligations under this Order in full compliance with all applicable equal employment opportunity and affirmative action requirements including, but not limited to, those relating to: (i) equal employment opportunity and non-segregated facilities; (ii) the utilization of minority business enterprises; (iii) Executive Order 11246, as amended and the implementing regulations at 41 CFR Part 60-1 et seq.; (iv) the Vietnam Era Readjustment Assistance Act of 1974, and the implementing regulations at 41 CFR Part 60-300 et seq.; (v) the Rehabilitation Act of 1973 and the implementing regulations at 41 CFR 60-741 et seq. and other requirements relating to the employment of veterans and disabled persons, and all amendments thereto and all regulations, rules and orders issued thereunder; and (vi) the notification requirements established by 29 CFR Section 471, including displaying the required poster found at 29 CFR Section 471 Appendix A of Subpart A. **These laws, regulations and executive orders 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, national origin, religion, sex, sexual orientation or gender identity. Moreover, these laws, regulations and orders 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, protected veteran status or disability.**

18.2 Supplier shall use its best efforts to assure that Small, Small Disadvantaged and Women Owned Small Business Concerns ("SSDWOSBCs") are given equitable opportunity to compete for procurements resulting from this Order. In this regard, Supplier shall comply with the requirements in 48 CFR 52.219-8, which is hereby incorporated by reference. Supplier shall also agree to participate in the SSDWOSBC set aside plan as required by 48 CFR 52.219-9

19. Cancellation.

19.1 Company may terminate all or any part of this Contract, including this Order, upon the occurrence of any of the following events: (1) Supplier becomes bankrupt or insolvent, (2) Supplier assigns this Contract, or sublets any part thereof, without the written authorization of Company, or (3) Supplier fails to perform or violates any of the provisions of the Contract. Upon such termination, Company shall have the right to procure substitute Work and Supplier shall be liable to Company for any and all loss, damage, penalties and excess cost incurred by Company caused by Supplier's failure to execute the requirements of this Order. The remedies herein shall be inclusive and additional to any other remedies in law or equity, and no action by Company shall constitute a waiver of any such right or remedy. Company may suspend or terminate all or any part of this Order at any time for its sole convenience by written notice to Supplier.

19.2 Upon termination for any reason, Supplier will: (a) terminate the Work specified in such notice, (b) assemble and deliver to Company any tangible Work in deliverable status to the extent possible, and (c) hold for Company's direction or disposition any raw materials or Work in process not in a deliverable state. Company will, subject to right of offset, pay Supplier in accordance with the terms of this Order for all Work properly completed prior to the termination date and delivered to the Company in conforming condition. Upon termination for Company convenience only, Company will in addition to the above, reimburse Supplier for the actual out-of-pocket costs reasonably incurred by Supplier in connection with such termination, which shall not include unallocated overhead, anticipated profits, or any other claims related to Work not performed after termination for convenience.

20. Validity. The invalidity, in whole or in part, of any terms or conditions of this Order shall not affect the validity of any other terms or conditions.

21. Disputes. Unless the General Terms and Conditions in effect between the parties specify otherwise, all matters arising out of or relating to this Order will be governed by the laws of the state or commonwealth of Company without regard to the state or commonwealth's choice of law rules. The parties agree that such action will be brought in the courts in Company's state or commonwealth, and the parties hereby submit to the exclusive jurisdiction of said court. If Company Parties are located in more than one state or commonwealth, any action will be brought in the state or federal courts in the Commonwealth of Pennsylvania and all matters shall be governed by Pennsylvania law without regard to its choice of law rules. In any action in litigation to enforce or interpret any of the terms or conditions of this Order, the prevailing party shall be entitled to recover from the unsuccessful party all costs, expenses (including expert testimony), and reasonable attorneys' fees (including in-house and outside counsel) incurred therein by the prevailing party. In no event shall the litigation of any controversy or the settlement thereof delay the performance of this Order. EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS ORDER.

22. Survival. Where the context permits, the obligations imposed on Supplier shall survive cancellation or termination of this Order and final payment for any Equipment or materials.

23. Remedies. The remedies reserved in this Order are cumulative and in addition to any other remedies in law or equity which may be available to Company. The election of one or more remedies shall not bar the use of other remedies unless the circumstances make the remedies incompatible.