

PARAGON ENERGY SOLUTIONS, LLC
GENERAL TERMS AND CONDITIONS OF SALE

Effective August 31, 2017

Paragon Energy Solutions, LLC ("Seller") is pleased to submit the attached firm price quotation (the "Quote") to the customer identified in the Quote ("Customer"). The following terms and conditions apply unless otherwise specifically noted in the Quote.

- 1.0 SCOPE. Seller will supply to Customer the items set forth in the Quote (the "Product") to the exclusion of any other terms and conditions on which any purchase order has been given to Seller. Unless specifically identified, additional items such as drawings, manuals, and technical bulletins are not provided as part of the Quote. These items may be available at an additional cost.
- 2.0 LEAD TIME. The shipment lead time specified above is quoted in weeks on a best efforts basis and is not guaranteed. Prices and lead times shown in the Quote are based on standard delivery. Changes to delivery date and mode of shipment can be negotiated upon order placement with Seller; however, any request for shipment in less time than offered may result in a price increase. The stated delivery date is based on the delivery commitment obtained by Seller from our parts supplier at the time of this quotation. Should the parts not be available at the time Seller receives Customer's order and processes the PO to our parts supplier, Seller reserves the right to requote the delivery date. The actual shipment date will be acknowledged upon order acceptance.
- 3.0 WITNESS AND HOLD POINTS. Activities such as source surveillance or hold points performed by the Customer or the Customer's representative are not included in the Offer unless specifically identified. Support of these activities is available and Seller will provide the applicable Seller policy and pricing upon request.
- 4.0 CUSTOMER APPROVAL. Review and approval of Seller's Commercial Grade Dedication Plans, Seismic Test Plans and other Technical information should be completed in a not-to-delay delivery basis. It is expected that a review of any technical information will be completed by the utility in 10 days cumulative. This will allow for an initial review and comment phase (approximately 7 days), response by Seller and a final review by the utility (approximately 3 days). To assure that any utility review in excess of 10 is accounted for in final delivery scheduling: For every day in excess of the 10 day cumulative the "Initial Promised delivery Date" will be moved 2 working days into the future.
- 5.0 QUALITY ASSURANCE. Access to the facilities of Seller's supplier and/or sub-tier supplier will be allowed for the purpose of quality assurance audit. Reasonable advance notice will be required.
- 6.0 VALIDITY. This Offer is valid for 45 days from the date of the Quote, unless otherwise extended, modified or withdrawn in writing by Seller. Return of a purchase order or other firm acknowledgement of acceptance to Seller prior to the expiration of such 45-day period will be sufficient to form an agreement on the terms and conditions of the Quote and these terms and conditions.
- 7.0 PRICE AND PAYMENT TERMS. The prices set forth in the Offer are firm without escalation through shipment. Payments are due and payable on a thirty (30) calendar day basis from the date of Seller's invoice. All prices are exclusive of Value Added Tax and all other sales, use, excise taxes, duties, charges or similar. Unless otherwise stated in the Quote, prices are FOB origin. Unless otherwise stated in any Quote or otherwise expressly agreed in writing, all prices are exclusive of the cost of installation, engineering and related charges, which shall be invoiced to and be paid by the Customer as additional charges. Past due amounts will bear interest at 1.5% per month from the date of the invoice until paid. In addition, Customer shall be responsible for all costs of collection including reasonable attorneys' fees.
- 8.0 RETURN POLICY. All sales are final. Products included in the Quote are not returnable.

9.0 PROPRIETARY INFORMATION. This Offer, and any subsequent communication relative to this Offer, is considered to be the proprietary information of Seller. Accordingly, Customer shall not publish, use, reproduce, transmit or disclose to others any information contained in this Offer without the prior written consent of Seller.

10.0 WARRANTY. Seller warrants that the Product sold and delivered hereunder will be free from defects in materials and workmanship for a period twelve months from the date of shipment (the "Warranty Period"). The warranties set forth herein are specifically conditioned upon handling, use, and maintenance of the product by Customer in accordance with all applicable directives and manuals. In the event Customer submits to Seller a valid warranty claim within the Warranty Period, and Seller substantiates the warranty claim, Seller shall, at its option, either (i) refund an equitable portion of the purchase price paid or (ii) promptly replace or repair such defective Product at no charge to Customer at the original shipping point.

The following will void the warranty: (i) the use of a Product, or part or component thereof, other than in accordance with Seller's instructions and for its intended purposes; (ii) any misuse, abuse or modification to the Product; or (iii) any attempted repair or alteration to the Product made by Customer.

THE WARRANTY SET FORTH IN THIS AGREEMENT IS EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. THE REMEDIES SET FORTH IN THIS WARRANTY SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF SELLER. CUSTOMER EXPRESSLY WAIVES, RELEASES AND DISCLAIMS ANY AND ALL CLAIMS AGAINST SELLER FOR LOSS OF PROFITS, LOSS OF USE OR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THE SALE, QUALITY, DELIVERY, USE, OPERATION OR PERFORMANCE OF THE PRODUCT. IN NO EVENT SHALL THE SELLER BE LIABLE TO ANY THIRD PARTY IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES. CUSTOMER HAS NOT PURCHASED THE PRODUCT IN RELIANCE UPON ANY REPRESENTATION OF SELLER AND NO STATEMENTS MADE BY SELLER SHALL CREATE AN EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO, A WARRANTY THAT THE PRODUCT WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH SUCH PRODUCT IS BEING PURCHASED OR IN ANY WAY IMPOSE LIABILITY UPON SELLER OTHER THAN THAT AS SET FORTH IN THE WARRANTY. THIS WARRANTY WILL NOT BE VALID IF PURCHASER FAILS TO GIVE NOTICE TO SELLER WITHIN THE REQUISITE NOTICE PERIOD OR IF THE PRODUCT HAS BEEN SUBJECTED TO ABUSE, MISUSE, ACCIDENT, ALTERATION, NEGLIGENCE, OR UNAUTHORIZED REPAIR OR INSTALLATION. SELLER SHALL MAKE THE FINAL DETERMINATION AS TO THE EXISTENCE OR CAUSE OF ANY ALLEGED DAMAGE OR DEFECT.

Customer agrees that the sale and shipment of Product will be deemed to have been made pursuant to the warranty and that any terms, conditions or provisions proposed by Customer or included in any other document which are in addition to or at variance with the provisions of this document and warranty are not binding upon and are deemed to be expressly rejected by Seller.

In order to make a claim under this warranty Customer must contact Seller to obtain a Return Merchandise Authorization, and must return the defective Product to Seller. Until receipt of the Product by Seller, risk of loss of the Product is Seller's.

11.0 LIMITATION OF LIABILITY. IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL SELLER BE LIABLE TO THE CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, OR COST OF CAPITAL.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in the preceding paragraph may not apply. This warranty gives the Customer specific legal rights; however, the Customer may also have other rights that may vary from state to state.

The aggregate liability of Seller with respect to any warranty claims or regarding the nonconformance or defect in the Product shall not exceed the price paid for the Product.

12.0 PURCHASE ORDER TERMS. In case of any inconsistency between the terms and conditions of any purchase order, acknowledgement or form of contract sent from the Customer to Seller, or contained in any other communication between the Customer and Seller, or any terms and conditions implied by trade, custom, practice or prior course of dealings, and these terms and conditions, then these terms and conditions shall prevail. Additional or alternative terms and conditions shall not apply unless expressly accepted in writing and signed by an authorized representative of Seller. Additional, alternative or contradictory provisions contained in any purchase order, acknowledgement or other communication from the Customer are hereby expressly rejected and shall have no binding effect.

13.0 CUSTOMER NUCLEAR RISK INFORMATION. For sales by Seller to U.S. nuclear facilities, of any item that is used or operated at or in connection with a facility or activity subject to regulation under the Atomic Energy Act of 1954, as amended (the "Act"), Customer shall without cost to Seller maintain in effect with respect to such nuclear facility from the first arrival of nuclear fuel at such nuclear facility, through decommissioning of such nuclear facility:

- (1) An agreement of indemnification as required by Section 170 of the Act; and
- (2) Nuclear liability insurance in such form and in such amount as will meet the financial protection requirements of the Nuclear Regulatory Commission pursuant to Section 170 of the Act.
- (3) To the extent permitted by applicable law, such Nuclear liability insurance shall authorize Customer to waive of all rights of subrogation that Customer's insurance carrier might exercise against Seller.
- (4) Customer hereby waives all rights of subrogation against Seller under such policies procured in accordance with this Section.

Such insurances shall either name Seller, its suppliers, and its subcontractors as additional insureds or provide that Seller, its suppliers, and its subcontractors shall be protected as their interest may appear. In the event the nuclear liability protection system contemplated by the Act is changed or expires, Customer shall be required, consistent with the utility industry practice, and without costs to Seller, to maintain liability protection provided through government indemnity, limitation of liability, and liability insurance so as to minimize impairment of the protection afforded Seller, its suppliers, and its subcontractors by the nuclear liability protection system in effect on the effective date of the Purchase Order. In addition, Customer hereby waives, and shall require its insurer(s) to waive all claims against Seller, its suppliers, and its subcontractors, whether arising out of contract, tort (including negligence and strict liability), or otherwise, for any personal injury or damage to or loss of use of property arising against Seller, its suppliers, and its subcontractors for any and all costs or expenses arising out of or connected with the investigation and settlement of claims or the defense of suits for personal injury or damage to or loss of use of property arising out of or resulting from a nuclear incident.