

1. PURPOSE AND SCOPE: These S&C Electric Company (“S&C”) standard terms and conditions together with S&C’s Acknowledgment or Agreement and any supplements or modifications confirmed in writing by an S&C Authorized Executive (S&C’s chairman of the board, president, vice president of any rank, or any other executive expressly designated by S&C) shall constitute a service order (“Service Order”) and shall constitute the complete and exclusive statement of S&C’s terms and conditions applicable to all services by S&C for the customer (“Customer”).

2. DESIGNATED SERVICES: The services to be performed by S&C (the “Designated Services”) are set forth in S&C’s Service Order, as modified or supplemented from time to time by Customer and S&C in accordance with paragraph 9.

3. WORKING CONDITIONS:

a. Customer shall designate at least one authorized person (“Customer’s Representative”) who shall represent Customer in all matters related to Designated Services. For performance of services at Customer’s jobsite, Customer’s Representative shall be present at the jobsite at all times when Designated Services are being performed and shall observe the performance of Designated Services. In performing Designated Services, S&C personnel may rely on decisions made by Customer’s Representative regarding the Designated Services and on any change orders, additions, deletions, or other modifications or supplements to the Designated Services approved by Customer’s Representative. In addition, S&C personnel may follow the instructions or recommendations of Customer’s Representative, and to the fullest extent permitted by applicable law Customer shall indemnify, defend, and hold harmless S&C and its personnel from all liability and damages whatsoever suffered or incurred as a result of following such instructions or recommendations (other than liability and damages which result from the sole negligence of S&C or its personnel).

b. Customer shall provide S&C with safe, unrestricted access to the jobsite as necessary or appropriate for the performance of the Designated Services, free of material interference, hazard, and debris. S&C personnel shall have no obligation to perform services under conditions which they determine create material risk of personal injury or property damage. Customer shall make available to S&C all records, drawings, maps, and other documents in its possession or to which it has access regarding the equipment, machinery, and other facilities on or in connection with which the Designated Services are to be performed (the “Subject Facilities”). At Customer’s expense, Customer shall obtain and cause to be provided all necessary or appropriate utility outages, voltage testing, tagging, lockout, application of grounds, and other jobsite preparation to secure the jobsite and shall provide all necessary or appropriate jobsite lighting and power. If S&C personnel believe that Customer has not adequately prepared the jobsite as required for the performance of the Designated Services, or if requested by Customer, S&C personnel may, at their option, undertake and perform all necessary or appropriate jobsite preparation incidental to the performance of Designated Services, and Customer shall pay additional charges for such work in accordance with S&C’s applicable rates.

4. CUSTOMER’S RULES AND PROCEDURES: S&C personnel shall use reasonable efforts to comply with Customer’s applicable rules and procedures relating to the performance of the Designated Services, provided that such rules and procedures have been approved in advance by an S&C Authorized Executive. S&C shall have no liability for delays resulting from any such rules or

procedures (including without limitation labor policies), and Customer shall pay additional charges in regard to such rules and procedures in accordance with S&C’s applicable rates.

5. INSURANCE: In providing services hereunder, S&C is an independent contractor and not the employee or agent of the Customer. S&C shall maintain Workers’ Compensation Insurance as required by law and Employer’s Liability Insurance of at least \$1,000,000. In addition, S&C will maintain Automobile Liability and Comprehensive General Liability (including contractual liability) Insurance in an amount not less than \$10,000,000 subject to such deductibles or retentions as S&C may, from time to time, consider appropriate. It shall be Customer’s responsibility to maintain appropriate property, casualty, liability, and workers’ compensation insurance in such amounts as may be reasonable and customary in the industry. Notwithstanding any other provision of these standard terms and conditions, S&C shall bear no risk for failure of Customer to do so.

6. PERFORMANCE STANDARDS:

a. In performing the Designated Services, S&C and its employees shall in all material respects act in accordance with and exercise the degree of skill and care required by customarily accepted industry practices and procedures (the “Performance Standards”).

b. In performing the Designated Services, S&C may rely without independent verification on information supplied by Customer, Customer’s Representative, or Customer’s consultants or other contractors and on information available from generally accepted reputable sources.

c. All parts or materials furnished by S&C in connection with the Designated Services shall be considered to have been sold under the terms and conditions of Price Sheet 150, “Standard Conditions of Sale—Immediate Purchasers in the United States,” and shall be subject in all respects thereto.

7. WARRANTY AND EXTENT OF LIABILITY:

a. For a period of one year after performance of the Designated Services, S&C shall, if promptly notified in writing by Customer, reperform the Designated Services (or relevant portion thereof) to the extent that S&C did not meet the Performance Standards or otherwise misperformed or failed to perform any of the Designated Services. This remedy shall constitute Customer’s exclusive remedy, and S&C’s reperformance of such Designated Services shall fulfill S&C’s entire liability. In no event shall S&C’s liability exceed the cost of reperforming the Designated Services. These provisions shall apply without regard to fault or negligence, and in all respects, to the fullest extent permitted by law.

b. S&C and its personnel shall not be liable, in contract, tort, or otherwise (including for negligence, breach of warranty, indemnity, and strict liability) for any special, indirect, or consequential damages, whether for personal injury or property damage, including specifically but without limitation, loss of profits or revenue, loss of full or partial use of any equipment or facility, down-time costs, business interruption, any claim arising out of loss of electrical power, cost of capital, loss of goodwill, claims of third parties, costs associated with the removal of equipment from service or reinstallation or disassembly or reassembly, or similar damages, arising out of or resulting from this Service Order or the performance or nonperformance or misperformance of the Designated Services.

★ For services performed for, or delivered to, customers outside the United States, refer to Price Sheet 182, “Standard Terms and Conditions for Services—Rider for Customers Outside the United States.”



8. BILLING AND TERMS OF PAYMENT: S&C shall be compensated for Designated Services in accordance with S&C's applicable rates. S&C's invoices shall be rendered as services are performed and are due and payable upon receipt. S&C shall have and be entitled to all mechanic's, materialmen's, and other liens available to it under applicable law (including, for purposes of this provision, the law of the jurisdiction where the Designated Services are to be performed) as security for the payment of all amounts due hereunder. If in the judgment of S&C, the credit status of Customer at any time does not justify the continuation of services on the terms previously agreed upon, S&C may require revision of payment terms to its satisfaction and shall be entitled to cancel or defer any orders or scheduled service dates then outstanding, without obligation by S&C with respect to unperformed or uncompleted services. Any sales, use, service, or other similar taxes which S&C is authorized or required to collect in respect of the Designated Services shall be added to the invoice as a separate item.

9. MODIFICATION OR CANCELLATION: Designated Services and scheduled service dates may be modified or cancelled only by agreement of Customer's Representative and S&C's designated representative.

10. SCHEDULED DATES AND FORCE MAJEURE: S&C shall make all reasonable effort to meet scheduled service dates. However, scheduled service dates and completion of work are based upon prompt receipt of all necessary information and approvals from Customer, and access (as required) to Customer's jobsite and the Subject Facilities. S&C is not liable for failure to perform or for delay in performance due to causes beyond its reasonable control such as, but not limited to: acts of God, acts of Customer, acts of civil or military authority, priorities, fires, strikes, labor issues or difficulties, floods, earthquakes, weather, epidemics, quarantine restrictions, war, riot, delays in transportation, government restrictions or embargoes, compliance with Customer's rules and procedures, failure of Customer to obtain any necessary permits, difficulties in obtaining necessary materials or services from usual sources, or lack of access to Customer's jobsite or to the Subject Facilities. In the event of delay in performance due to any such causes, the date for the provision or completion of services shall be extended by a period of time reasonably necessary to overcome the effect of such delay, and S&C's compensation hereunder shall be adjusted in accordance with S&C's applicable rate schedules.

11. NUCLEAR APPLICATION: In the event that this Service Order relates to services performed or to be performed on or in connection with any nuclear installation or activity, neither S&C nor its personnel shall have any liability for any business interruption claims or for nuclear damage, injury or contamination to any person or property whether located at the site or elsewhere, and to the fullest extent permitted by law, Customer hereby agrees to indemnify, defend, and hold harmless S&C and its personnel against any such liability (whether or not arising from their own negligence).

12. GENERAL: S&C reserves the right to correct clerical errors or omissions in quotations, acknowledgments, invoices, or other documents. All drawings, plans, specifications, computer data, and other similar materials generated by S&C in performing the Designated Services shall remain the property of S&C. If any term, condition, or provision of this Service Order is declared void or unenforceable, or limited in its application or effect, such term or provision shall be deemed stricken and the remaining provisions of this Service Order shall remain in full force and effect. This Service Order contains the entire agreement between the parties as to the Designated Services and the obligations and liabilities of S&C and Customer with respect thereto. This Service Order may not be assigned by Customer without the prior written consent of S&C. All previous or contemporaneous agreements, representations, warranties, promises, and conditions relating to the subject matter of this Service Order are superseded by this Service Order. This Service Order, whether or not based upon specific quotations, is subject to acceptance by S&C at its general offices in Chicago, Illinois.

13. EEO COMPLIANCE: This contractor and its subcontractors 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, 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, national origin, protected veteran status or disability.

14. GOVERNING LAW: The laws of Illinois shall govern.

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