

PURCHASE ORDER TERMS AND CONDITIONS

PPL Electric Utilities Corporation for itself and in its capacity as agent for each Ship To entity specified herein (each, the "Company"), hereby issues this purchase order ("PO") to the supplier ("Supplier").

1. Routing and carrier shall be as specified within this PO. 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 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 PO number and Supplier's name and address. Unless otherwise specified, the shipment shall be routed from Supplier's closest distribution point to the point of destination.

2. Supplier shall undertake to deliver goods and services (collectively, "Work") 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, subcontracting, and/or modification to production and test schedules. Supplier shall be responsible for any additional costs or expenses related to or caused by such action(s).

3. Unless specified otherwise herein, title to and risk of loss of any goods procured hereunder shall pass to Company upon delivery to the point of final destination. Notwithstanding the foregoing sentence, if goods are to be installed by Supplier, risk of loss shall pass to Company upon final acceptance.

4. Unless otherwise shown on the face hereof or a contract underlying the issuance of this PO, payment and discount periods shall be based upon the latter of: (a) date of Company's receipt of a correct invoice or; (b) date of conforming delivery and/or performance (as applicable).

5. Supplier warrants that (a) goods to be delivered hereunder shall (i) comply with any applicable description of work, (ii) conform to the requirements of this PO, 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; and (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 PO, and (z) unless otherwise specified, meet performance standards generally accepted within the electric utility industry at the time of such performance. In the event that any goods or services do not conform to these warranties ("Defect") during a period beginning upon Company's final acceptance of Supplier's conforming delivery and performance hereunder and ending one (1) year thereafter (unless another period is specified herein), Supplier shall, at no cost or expense to Company, correct any Defect and any damage(s) resulting therefrom in a manner and at time acceptable to Company. In the event Company does not require the correction of any Defect, Company shall not be invoiced for any goods or services performed unsatisfactorily, and shall be reimbursed within thirty (30) days by Supplier upon demand of Company if an invoice has been previously paid.

Supplier shall be liable for, and shall promptly pay to Company any and all losses, costs, damages, injuries, liabilities, penalties and interest, including legal fees and expenses, suffered or incurred by Company or any Company affiliate (collectively, "Damages") arising out of or relating to, any Defect in the goods. If Supplier fails to comply with the time periods set forth above for investigation of the Defect, or does not diligently complete corrective work on an expedited basis, then Company, by written notice to Supplier, may correct the applicable Defect. In such case Supplier shall, in addition to its liability and obligations under the first sentence of this paragraph, be liable to Company and promptly indemnify Company for all Damages incurred by Company in connection with correcting such Defect and shall pay Company (directly or by offset, at Company's sole discretion) an amount equal to such Damages. If any Defect materially affects the construction, operation or use of any of the goods or any facility or presents an imminent threat to the safety or health of any person, Company may correct such Defect without giving prior written notice to Supplier, and, in that event, Supplier shall, in addition to its liability and obligations under the first sentence of this paragraph, be liable to Company for all Damages incurred by Company in connection with correcting such Defect and shall promptly pay Company (directly or by offset, at Company's sole discretion) an amount equal to such Damages. Company's exercise of its rights under this paragraph shall not relieve Supplier of any of its warranty obligations for a Defect and shall be without prejudice to Company's other rights and remedies under this PO, including the right to seek reimbursement of amounts paid for non-conforming goods.

6. Supplier shall indemnify, save, defend, and hold harmless Company from and against all losses, liabilities, claims, demands, fines, penalties, damages, fees including legal fees, and costs and expenses of whatsoever kind or nature of parties other than Company or Supplier for injuries or damages to persons or property arising out of the negligence, willful misconduct, or other legal fault of Supplier under this PO, whether arising from or relating to the negligence, willful misconduct, or other legal fault solely of Supplier or arising from or relating to the negligence, willful misconduct, or other legal fault of both Supplier and Company.

Supplier's monetary obligations under this Section 6 shall (a) not be limited to the amount of insurance coverage carried or required to be carried by Supplier hereunder, and (b) be reduced to the extent the negligence or other legal fault of Company in causing such injuries or damages is established by final adjudication or mutual agreement of the parties; provided, however, that Supplier's duty to defend Company against claims hereunder shall not be affected.

7. Supplier shall indemnify, save, defend, and hold harmless Company from and against all losses, liabilities, claims, demands, damages, fees including legal fees, and costs and expenses of whatsoever kind or nature arising out of or connected with any infringement or alleged infringement of any third party's patent, copyright, trademark, service mark, trade or business secret, or other intellectual property right in connection with Supplier's performance and delivery of the Work hereunder or Company's use thereof.

8. At any time during the term of this PO, Company may change the Work, including the quantity, specifications, or any schedule or exhibit. In such event, Company will equitably adjust the compensation, schedule, or other terms to account for such change. No change, amendment or modification of any of the provisions of this PO shall be binding unless in writing that identifies itself as an amendment to this PO and that is issued by Company.

9. Supplier is an independent contractor, and nothing in this PO shall be construed as creating a partnership, joint venture, principal and agent, or employer and employee relationship, between Company and Supplier or Supplier's employees, agents or subcontractors. Supplier will have no authority to hire any persons on behalf of Company or incur any debt, liability or obligation of any nature for or on behalf of Company. All persons whom Supplier employs will be deemed solely the employees of Supplier and will not be considered employees of Company for any purposes.

10. Company shall obtain all ownership rights to the Work (whether or not delivered to Company) 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, Supplier hereby irreversibly assigns such rights to Company. All Work is hereby deemed "work made for hire." Notwithstanding this Section 10, if this PO specifically provides that Supplier will retain its ownership in the Work or a portion thereof, then the Work or such portion specified will not be deemed "work made for hire," Supplier will retain ownership to its own pre-existing intellectual property rights, and Supplier hereby grants to Company an unlimited, fully-paid, perpetual, irrevocable, transferable license to use such Work or portion thereof.

11. Supplier and its subcontractors shall maintain books, records, accounts, documents and other information and accounting procedures and practices relating to this PO ("Records") sufficient to analyze Supplier's and its subcontractors' fees and charges and the performance and compliance with this PO. Records shall be retained for a minimum of three (3) years after final payment. Supplier will conduct such audits of itself and its subcontractors to verify continuing full compliance with this PO. 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 PO. 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 PO 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 PO, 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.

12. All matters arising under or relating to this PO will be governed by the laws of the Commonwealth of Pennsylvania, notwithstanding conflicts of law rules. Supplier will bring any legal action or proceeding arising out of or relating to this PO in federal courts in the Eastern District of Pennsylvania or in the state courts in Lehigh County, Pennsylvania. Supplier consents to the exclusive jurisdiction of such courts for the purpose of all legal actions and proceedings arising out of or relating to this PO. Supplier and Company waive, to the fullest extent permitted by law, any objection that they may now or later have to the laying of venue as provided in this Section 12 and any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum. EACH PARTY, TO THE 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 PO. THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER IN CONTRACT, TORT OR OTHERWISE.

13. (a) Supplier shall, unless specifically exempted by law, perform its obligations under this PO 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 C.F.R. Part 60-1 et seq.; (iv) the Vietnam Era Readjustment Assistance Act of 1974, and the implementing regulations at 41 C.F.R. Part 60-300; (v) the Rehabilitation Act of 1973 and the implementing regulations at 41 C.F.R. 60-741 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 C.F.R. Section 471, including displaying the required poster found at 29 C.F.R. Section 471 Appendix A of Part 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.**

(b) 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 PO. In this regard, Supplier shall comply with the requirements in 48 C.F.R. 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 C.F.R. 52.219-9.

14. Supplier will comply with Company's Standards of Conduct and Integrity for Suppliers ("Standards"). The current version of the Standards is available to Supplier at <https://www.pplelectric.com/utility/about-us/for-ppl-suppliers.aspx/>. Supplier is responsible for reviewing and complying with any changes to the Standards published by Company at the above-referenced web address.

15. Supplier will pay all taxes and duties applicable to the Work.

16. This PO is binding upon, and inures to the benefit of, the parties' respective permitted successors and assigns. Supplier will not assign any of its rights or delegate its performance arising under or relating to this PO, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner, to any third party without the prior written consent of Company. For the purposes of this Section 16, change of control is deemed an assignment of rights. Any assignment or delegation in violation of this Section 16 will be null and void.

17. Supplier will use only its own employees to perform the Work unless Company consents to the use of subcontractors in the PO or otherwise in writing. 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 PO, and provide Company with protection at least equal to that provided by this PO. Supplier shall be responsible and liable for the performance of Work and any acts or omissions of its subcontractors under this PO as if such Work, acts, or omissions were those of Supplier. Supplier will designate Company as a third party beneficiary of all contracts with such subcontractors.

18. No provision of this PO may be waived by Company except pursuant to a writing that identifies itself as a waiver of this PO issued by Company.

19. Company may terminate this PO or any portion of the Work for its convenience, without any cause and without any requirement of changed circumstances related to this PO, at any time upon notice to Supplier. Either party may terminate this PO or any portion of the Work for cause at any time in the event of a material breach of this PO by the other party that is not cured within ten (10) days of receipt by the breaching party of notice of such breach. 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 a deliverable status to the extent possible, and (c) hold for Company's direction or disposition as specified in the notice any raw materials or Work in process not in a deliverable state; and Company will, subject to right of offset, pay Supplier in accordance with the terms of this PO for all Work properly completed prior to the termination date and delivered to Company in conforming condition. Upon termination for Company's 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. All documentation, designs, specifications, data, and other information provided by Company to Supplier hereunder shall be considered Company Confidential Information. Supplier agrees to use Company Confidential Information only for the performance of Work and it shall not otherwise be used or disclosed before, during, or after the completion of Work without Company's prior written approval. Supplier shall maintain internal policies to protect the confidential nature of Company Confidential Information. Supplier shall take steps to ensure that its employees who receive such Company Confidential Information comply with the requirements of this provision. Upon Company's request, Supplier will promptly return or, at Company's request, destroy all copies of Company Confidential Information other than those retained solely for archival or administrative purposes.

21. Except as provided in the disclosure requirements of 10 C.F.R. Part 21, Supplier shall not disclose any information or make any news release or other public statement regarding the Work or this PO without the prior written consent of Company, at its sole discretion.

22. If any additional or supplemental terms and conditions are attached hereto, Supplier agrees that its performance of Work shall be governed by such terms and conditions as if fully set forth herein.

23. The provisions of Sections 3, 5, 6, 7, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21, and 23 shall survive any expiration or termination of this PO.

ACCEPTANCE OF THIS PURCHASE ORDER BY SUPPLIER IS LIMITED TO THE TERMS AND CONDITIONS HEREIN EXPRESSED. ANY LANGUAGE ON SUPPLIER'S INVOICES OR OTHER PREPRINTED SUPPLIER FORMS SHALL NOT MODIFY THE TERMS OF THIS PURCHASE ORDER AND SHALL NOT BE ENFORCEABLE AGAINST COMPANY.