Solar® Turbines
A Caterpillar Company

PURCHASING STANDARD NOTES

CA01 THE CALIBRATION SYSTEM WHICH IS USED TO CONTROL THE ACCURACY OF INSPECTION, MEASURING, AND TEST EQUIPMENT (IM&TE) COMPLIES WITH MIL-STD-45662A. THE MEASUREMENT STANDARDS WEREESTABLISHED AND ARE MAINTAINED IN ACCORDANCE WITH MIL-STD-45662A.

THE STANDARDS USED FOR CALIBRATION (IM&TE) SHALL INCLUDE CAPABILITY FOR ACCURACY, STABILITY, RANGE AND RESOLUTION FOR THE INTENDED USE. THE STANDARDS WILL HAVE A MINIMUM OF A 2 TO 1 RATIO OF ACCURACY FOR DECIMALS AND A 4 TO 1 RATIO OF ACCURACY FOR FRACTIONS UNLESS OTHERWISE SPECIFIED. ACCEPTANCE OF +/- TOLERANCES WILL BE INDICATED FOR EACH ITEM BEING CALIBRATED.

THE "CERTIFICATE OF CALIBRATION" SHALL CONTAIN THE NAME OR DESCRIPTION OF THE ITEM, THE TYPE, THE SERIAL NUMBER AND THE CALIBRATION CONTROL NUMBER (IF REQUIRED). IT WILL STATE THAT CALIBRATION WAS CONDUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF MIL-STD-45662A AND ATTEST TO THE FACT THAT THE MEASUREMENT STANDARDS USED IN OBTAINING THE RESULTS OF THE CALIBRATION ARE TRACEABLE TO THE
U.S. NATIONAL BUREAU OF STANDARDS (NBS) OR THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST).

CALIBRATION DOCUMENTATION INDICATING THE CONDITION OF THE ITEM BEFORE AND AFTER CALIBRATION IS REQUIRED.

CH01 BUYER MAY TERMINATE THIS PURCHASE ORDER, IN WHOLE OR IN PART, WITHOUT LIABILITY FOR PARTS WHICH WERE SCHEDULED FOR DELIVERY SUBSEQUENT TO THE TERMINATION DATE.

IN THE EVENT OF A PARTIAL OR TOTAL TERMINATION, THERE WILL BE NO ADDITIONAL CHARGE OR PRICE ADJUSTMENT FOR PARTS DELIVERED OR PARTS NOT TERMINATED ON THE ORDER.

CH03 BUYER MAY RESCHEDULE PARTS AT ANY TIME WITHOUT A UNIT PRICE INCREASE, PROVIDED THAT NO PARTS ARE SCHEDULED FOR DELIVERY AFTER THE DATE ON THE FACE OF THE ORDER.

CH04 EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS REMAIN UNCHANGED.

CL01 SUPPLIER, ON ITS BEHALF, AND ON THE BEHALF OF ITS EMPLOYEES FURNISHED HEREUNDER, HEREBY WAIVES ANY AND ALL CLAIMS WHICH IT OR ANY ONE OF THEM, ITS OR THEIR SUCCESSORS, HEIRS AND ASSIGNS MAY HAVE AGAINST BUYER, ITS EMPLOYEES, AGENTS, OR SERVANTS, FOR INJURY OR DEATH OR DAMAGE TO PROPERTY AND SUPPLIER AGREES TO INDEMNIFY AND HOLD BUYER HARMLESS FROM ANY SUCH CLAIMS OR LIABILITIES, SUPPLIER AGREES TO HAVE EACH OF ITS EMPLOYEES ASSIGNED TO SERVICES HEREUNDER COMPLETE AND SIGN BUYER'S FORM 8634 (ON-SITE WORK AGREEMENT) AND PROMPTLY FURNISH SAME TO BUYER AS A CONDITION OF SUCH WORK ASSIGNMENT.

CL10 THE CONTRACTED SERVICES MAY BE CANCELLED/TERMINATED AT ANY TIME BY EITHER BUYER OR SUPPLIER, WITH OR WITHOUT CAUSE, AND WITHOUT FURTHER LIABILITY, BY THE GIVING OF SEVEN DAYS PRIOR WRITTEN NOTICE. IN THE EVENT THIS PURCHASE ORDER IS SO TERMINATED, SUPPLIER SHALL BE PAID COMPENSATION ACCRUED AS OF THE DATE OF TERMINATION. IF SOLAR CANCELS THIS PURCHASE ORDER FOR CAUSE WITHIN SEVEN CALENDAR DAYS OF THE PURCHASE ORDER DATE, NO COMPENSATION SHALL BE PAID.

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CL18 IT IS AGREED THAT THIS IS A "CONFIDENTIAL AGREEMENT" AND THAT ALL INFORMATION OBTAINED BY OBSERVATION DURING PERFORMANCE HEREOF, PERTAINING TO BUYER'S PRODUCTS, BUSINESS OR ACTIVITIES SHALL BE KEPT BY SUPPLIER AND ITS EMPLOYEES IN STRICT CONFIDENCE AND SHALL NOT BE DISCLOSED WITHOUT BUYER'S PRIOR WRITTEN CONSENT

CONFLICTING PROVISIONS:

IN THE EVENT OF ANY CONFLICT BETWEEN THIS CONTRACT DOCUMENT AND ANY OF THE ATTACHMENTS HERETO, THE TERMS AND PROVISIONS OF THIS CONTRACT DOCUMENT SHALL CONTROL. IN THE EVENT OF ANY CONFLICT AMONG THE ATTACHMENTS, THE ATTACHMENT OF THE LATEST DATE SHALL CONTROL.

PRICE:

THE PRICE(S) ON THIS PURCHASE ORDER SHALL BE FIRM FOR THE DURATION OF THIS CONTRACT, EXCEPT THAT SUPPLIER AGREES TO PROTECT BUYER AGAINST GENERAL PRICE DECLINE.

LABOR RATES:

IN CONSIDERATION OF THE FAITHFUL PERFORMANCE OF WORK CALLED FOR HEREUNDER, THE SUPPLIER WILL BE PAID, SUBJECT TO THE PROVISIONS HEREOF, FOR EACH HOUR OF DIRECT LABOR EXPENDED, THE HOURLY RATES SPECIFIED HEREUNDER. BUYER'S PURCHASING REPRESENTATIVE RESERVES THE RIGHT TO APPROVE DIRECT LABOR RATES.

SERVICES SUPPLIED:

THE SELECTION OF PERSONNEL TO PERFORM SERVICES FOR BUYER UNDER THIS AGREEMENT SHALL BE MADE BY SUPPLIER. BUYER MAY REQUEST THAT PARTICULAR SERVICES BE PERFORMED WITHIN THE SCOPE OF THIS AGREEMENT AND IT SHALL BE THE SUPPLIER'S OBLIGATION TO SELECT QUALIFIED PERSONNEL FULLY CAPABLE OF PROVIDING SUCH SERVICES. REFER TO INDIVIDUAL ITEM(S) FOR JOB CLASSIFICATION(S) AND DESCRIPTION(S).

CONFLICT OF INTEREST:

SUPPLIER REPRESENTS THAT IT HAS NO PRESENT WORK OR PROJECT THAT WOULD RESULT IN A CONFLICT OF INTEREST WITH SERVICES TO BE PERFORMED FOR BUYER UNDER THIS AGREEMENT, AND SUPPLIER AGREES TO PROMPTLY NOTIFY BUYER IN THE EVENT THAT ANY POTENTIAL CONFLICT OF INTEREST ARISES IN CONNECTION WITH ANY FUTURE WORK FOR OTHERS.

TIMEKEEPING, INVOICING, PAYMENT:

THE SUPPLIER, IN ADDITION TO OTHER TIMEKEEPING REQUIREMENTS, WILL KEEP A RECORD OF ACTUAL HOURS OF DIRECT LABOR EXPENDED BY SUPPLIER'S EMPLOYEES IN PERFORMING THE SERVICES CALLED FOR HEREIN. TIMECARDS ARE TO BE FILLED IN ON A DAILY BASIS BY SUPPLIER'S PERSONNEL. EACH INVOICE MUST HAVE DOCUMENTED TIMECARDS ATTACHED, SIGNED, AND APPROVED BY BUYER'S DEPARTMENT MANAGER OR HIS/HER DESIGNEE. A COPY OF EACH TIMECARD SHALL BE PROVIDED, BY SUPPLIER, WITH THE CORRESPONDING INVOICE.

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SUPPLIER WILL SUBMIT INVOICES MONTHLY DURING CONTINUATION OF THIS CONTRACT, FOR SERVICES PERFORMED DURING THAT PERIOD. SUCH INVOICES WILL BE IN A FORM OR FORMSESTABLISHED BY BUYER AND WILL INCLUDE DETAILS SUCH AS BUYER'S JOB DESCRIPTION, DEPARTMENT NUMBER, HOURS WORKED, BILLING RATE, PURCHASE ORDER NUMBER, ITEM NUMBER(S), AND OTHER DATA AS REQUESTED.

THE APPROVED INVOICES WILL THEN BE FORWARDED TO THE ACCOUNTS PAYABLE DEPARTMENT FOR PAYMENT ACCORDING TO THE PAYMENT TERMS SHOWN ON THE FACE OF THIS AGREEMENT.

OPERATING OVERHEAD IS INCLUDED IN THE RATES HEREIN OR HEREAFTERESTABLISHED. INCLUDED IN OVERHEAD, BY WAY OF ILLUSTRATION AND NOT LIMITED TO, IS THE FOLLOWING:

(I) INSURANCE

SUPPLIER SHALL BE PAID UPON THE SUBMISSION OF PROPERLY APPROVED INVOICES FOR SATISFACTORY SERVICES RENDERED AND ACCEPTED. PAYMENT WILL BE MADE AS THE WORK PROGRESSES AT THE END OF EACH INVOICE PERIOD, ON INVOICES PROPERLY PREPARED AND SUBMITTED, PROVIDED INVOICE IS PROPERLY AUDITED AND APPROVED BY THE DESIGNATED MANAGER. PAYMENT SHALL BE MADE ACCORDING TO THE TERMS SPECIFIED HEREUNDER FOLLOWING:

ALL WORK COVERED BY PAYMENTS MADE SHALL THEREUPON BECOME THE SOLE PROPERTY OF THE BUYER, BUT THIS PROVISION SHALL NOT BE CONSTRUED AS RELIEVING THE SUPPLIER FROM THE SOLE RESPONSIBILITY FOR ALL MATERIALS AND WORK UPON WHICH PAYMENTS HAVE BEEN MADE OR THE RESTORATION OF ANY DAMAGED WORK OR AS A WAIVER OF THE RIGHTS OF THE BUYER TO REQUIRE FULFILLMENT OF ALL THE TERMS OF THIS CONTRACT.

ANY PAYMENT MADE BY BUYER WILL BE SUBJECT TO REDUCTION IF IT IS FOUND NOT TO HAVE BEEN PROPERLY BILLED IN ACCORDANCE WITH THE CONTRACT.

NOT TO EXCEED:

SUPPLIER SHALL ADVISE BUYER WHEN 80% OF THE "NOT TO EXCEED" FIGURE ON THE LAST PAGE OF THIS CONTRACT HAS BEEN REACHED OR WITHIN 60 DAYS OF TERMINATION DATE OF THIS CONTRACT.

RESPONSIBILITY FOR BENEFITS, TAXES:

IT IS UNDERSTOOD THAT SUPPLIER IS AN INDEPENDENT CONTRACTOR AND WILL NOT ACT OR HOLD ITSELF OUT AS AN AGENT OF REPRESENTATIVE OF BUYER. ALL PERSONNEL ASSIGNED TO PERFORM SERVICES UNDER THIS AGREEMENT SHALL BE AND REMAIN SUPPLIER'S EMPLOYEES WHETHER SERVICES ARE PERFORMED AT SUPPLIER'S OR BUYER'S FACILITIES.

SUPPLIER REPRESENTS AND AGREES THAT IT WILL COMPLY WITH ALL REQUIREMENTS OF STATE AND FEDERAL LAWS APPLICABLE TO THE EMPLOYMENT OF SUCH PERSONNEL, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LAWS RELATING TO WORKER'S COMPENSATION, UNEMPLOYMENT INSURANCE, INCOME TAX WITHHOLDING, SOCIAL SECURITY TAXES, AND EQUAL OPPORTUNITY. SUCH TAXES MUST BE PAID BY THE SUPPLIER, ON A TIMELY BASIS, DIRECTLY TO THE APPROPRIATE AGENCIES AND JURISDICTIONS. UNDER NO CIRCUMSTANCES SHALL ANY PERSONNEL ASSIGNED TO BUYER'S PROJECTS BE CONSIDERED AN EMPLOYEE OF BUYER FOR ANY PURPOSE OR BE ENTITLED TO ANY BENEFITS AVAILABLE TO BUYER'S EMPLOYEES, AND SUPPLIER AGREES TO SO INFORM ANY PERSONNEL ASSIGNED TO BUYER'S PROJECTS.

SUPPLIER WILL INDEMNIFY BUYER AGAINST ANY WORKERS COMPENSATION CLAIMS.

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INSURANCE:

SUPPLIER SHALL MAINTAIN THE FOLLOWING INSURANCE COVERAGE AND PROVIDE CERTIFICATES OF INSURANCE TO BUYER UPON REQUEST:

TYPE OF INSURANCE	LIMITS
WORKER'S COMPENSATION	STATUTORY - IN ACCORDANCE WITH STATE LAW
COMPREHENSIVE	$300,000 BODILY INJURY
GEN'L LIABILITY	$100,000 PROPERTY DAMAGE
COMMERCIAL UMBRELLA	$1,000,000 UMBRELLA FOR ALL OF THE ABOVE
EMPLOYEE'S CRIME	$50,000
VALUABLE PAPERS	$200,000 LOSS/DAMAGE

TERMINATION:

UNLESS OTHERWISE INDICATED IN WRITING, THE DURATION OF THE WORK TO BE PERFORMED BY THE SUPPLIER IS ULTIMATELY CONTINGENT UPON THE DAY-TO-DAY AUTHORIZATION OF WORK BY THE BUYER. PRELIMINARY/ ADVANCE NOTICE OF WORK COMPLETION OR CESSATION SHALL BE MADE IMMEDIATELY TO THE SUPPLIER UPON NOTIFICATION BY THE BUYER. EVERY EFFORT SHALL BE MADE TO PROVIDEESTIMATES/PROJECTIONS OF SUCH CESSATION AS EARLY AS IS PRACTICAL. THE SUPPLIER AGREES TO GIVE ADVANCE WRITTEN NOTIFICATION OF 60 DAYS TO THE BUYER OF WITHDRAWAL OF SERVICES TO ALLOW AN ORDERLY TRANSITION WITHOUT LOSS OF PRIOR WORK VALUE TO THE BUYER.

ALL NOTICES PERTAINING TO THIS AGREEMENT SHALL BE IN WRITING AND, IF TO BUYER, SHALL BE SUFFICIENT WHEN SENT BY MAIL, TELEX OR CABLE TO THE FOLLOWING ADDRESS:

SOLAR TURBINES INCORPORATED
PO BOX 85376
MAIL ZONE R-3 SAN DIEGO CA 92186-5376

ATTENTION: BUYER'S NAME ON SIGNATURE PAGE

ALL NOTICES TO SUPPLIER SHALL BE SUFFICIENT WHEN SENT BY MAIL, TELEX OR CABLE TO THE ADDRESS AS INDICATED ON THE SIGNATURE PAGE OF THIS PURCHASE ORDER.

CL19 THE PURPOSE OF THIS PURCHASE ORDER IS TO OBTAIN TEMPORARY LABOR SERVICES DESCRIBED HEREIN. NO MINIMUM OR MAXIMUM QUANTITIES OF SUCH SERVICES ARE GUARANTEED TO BE ORDERED BY BUYER.

IT IS AGREED THAT THIS IS A "CONFIDENTIAL AGREEMENT" AND THAT ALL INFORMATION OBTAINED BY OBSERVATION DURING PERFORMANCE HEREOF, PERTAINING TO BUYER'S PRODUCTS, BUSINESS OR ACTIVITIES SHALL BE KEPT BY SUPPLIER IN STRICT CONFIDENCE AND SHALL NOT BE DISCLOSED WITHOUT BUYER'S PRIOR WRITTEN CONSENT.

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THIS AGREEMENT, AS DEFINED HEREIN, SETS FORTH THE FULL AND COMPLETE UNDERSTANDING OF THE PARTIES AS OF THE DATE STATED ABOVE, AND IT SUPERSEDES ANY AND ALL AGREEMENTS AND REPRESENTATIONS MADE OR DATED THERETO.

CONFLICTING PROVISIONS:

IN THE EVENT OF ANY CONFLICT BETWEEN THIS CONTRACT DOCUMENT AND ANY OF THE ATTACHMENTS HERETO, THE TERMS AND PROVISIONS OF THIS CONTRACT DOCUMENT SHALL CONTROL. IN THE EVENT OF ANY CONFLICT AMONG THE ATTACHMENTS, THE ATTACHMENT OF THE LATEST DATE SHALL CONTROL.

NOTICES:

ANY NOTIFICATION WHICH SUPPLIER MAY HAVE TO ISSUE TO BUYER PURSUANT TO THE TERMS OF THIS CONTRACT MUST BE IN WRITING AND ADDRESSED TO THE AUTHORIZED PURCHASING REPRESENTATIVE WHOSE NAME APPEARS ON THE FACE OF THIS PURCHASE ORDER. OTHERWISE, SUCH ATTEMPTED OR PURPORTED NOTICE SHALL BE VOID AND OF NO EFFECT FOR ANY PURPOSES WHATSOEVER.

PRICE:

THE PRICE(S) ON THIS PURCHASE ORDER SHALL BE FIRM FOR THE DURATION OF THIS CONTRACT, EXCEPT THAT SUPPLIER AGREES TO PROTECT BUYER AGAINST GENERAL PRICE DECLINE.

LABOR RATES:

IN CONSIDERATION OF THE FAITHFUL PERFORMANCE OF WORK CALLED FOR HEREUNDER, THE SUPPLIER WILL BE PAID, SUBJECT TO THE PROVISIONS HEREOF, FOR EACH HOUR OF DIRECT LABOR EXPENDED, THE HOURLY RATES SPECIFIED HEREUNDER. BUYER'S PURCHASING REPRESENTATIVE RESERVES THE RIGHT TO APPROVE DIRECT LABOR RATES.

SERVICES SUPPLIED:

THE SELECTION OF PERSONNEL TO PERFORM SERVICES FOR BUYER UNDER THIS AGREEMENT SHALL BE MADE BY SUPPLIER. BUYER MAY REQUEST THAT PARTICULAR SERVICES BE PERFORMED WITHIN THE SCOPE OF THIS AGREEMENT AND IT SHALL BE THE SUPPLIER'S OBLIGATION TO SELECT QUALIFIED PERSONNEL FULLY CAPABLE OF PROVIDING SUCH SERVICES. REFER TO INDIVIDUAL ITEM(S) FOR JOB CLASSIFICATION(S) AND DESCRIPTION(S).

QUALITY OF PERFORMANCE:

SUPPLIER WILL TAKE APPROPRIATE STEPS TO GUARANTEE HIGH QUALITY OF PERFORMANCE.

CONFLICT OF INTEREST:

SUPPLIER REPRESENTS THAT IT HAS NO PRESENT WORK OR PROJECT THAT WOULD RESULT IN A CONFLICT OF INTEREST WITH SERVICES TO BE PERFORMED FOR BUYER UNDER THIS AGREEMENT, AND SUPPLIER AGREES TO PROMPTLY NOTIFY BUYER IN THE EVENT THAT ANY POTENTIAL CONFLICT OF INTEREST ARISES IN CONNECTION WITH ANY FUTURE WORK FOR OTHERS.

SUPPLIER AGREES THAT IT WILL NOT, WITHOUT SPECIFICALLY INFORMING BUYER AND OBTAINING BUYER'S WRITTEN CONSENT, KNOWINGLY IN THE PERFORMANCE OF THE WORK THAT IT SHALL DO FOR

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BUYER, PRODUCE AN END RESULT THAT EMBODIES INFORMATION UNDER CON FIDENTIAL RESTRICTION OR IS COVERED BY A PATENT, PATENT APPLICATION OR COPYRIGHT OWNED BY ANY PERSON OR COMPANY OTHER THAN BUYER.

ALL PATENTS, COPYRIGHTS, INVENTIONS OR CREATIONS THAT MAY RESULT FROM THE PERFORMANCE OF THIS CONTRACT ARE TO BECOME AND REMAIN THE SOLE PROPERTY OF THE BUYER. SUPPLIER AGREES TO AND DOES HEREBY GRANT TO BUYER, TO THE FULL EXTENT OF SUPPLIER'S RIGHT TO DO SO WITHOUT PAYMENT OF COMPENSATION TO OTHERS, THE SOLE AND EXCLUSIVE RIGHT TO MANUFACTURE OR REPRODUCE ANY ITEM, MATERIAL, ARTICLE OR DEVICE INVOLVED HEREUNDER, AND SUPPLIER AGREES TO TAKE SUCH ACTION WITH SUPPLIER'S EMPLOYEES AS MAY BE REQUIRED TO GIVE EFFECT TO THIS PROVISION.

TIMEKEEPING, INVOICING, PAYMENT:

THE SUPPLIER, IN ADDITION TO OTHER TIMEKEEPING REQUIREMENTS, WILL KEEP A RECORD OF ACTUAL HOURS OF DIRECT LABOR EXPENDED BY SUPPLIER'S EMPLOYEES IN PERFORMING THE SERVICES CALLED FOR HEREIN. TIME CARDS ARE TO BE FILLED IN ON A DAILY BASIS BY SUPPLIER'S PERSONNEL. A COPY OF EACH TIME CARD SHALL BE PROVIDED, BY SUPPLIER, WITH THE CORRESPONDING INVOICE.

OPERATING OVERHEAD IS INCLUDED IN THE RATES HEREIN OR HEREAFTERESTABLISHED. INCLUDED IN OVERHEAD, BY WAY OF ILLUSTRATION AND NOT LIMITED TO, IS THE FOLLOWING:

(I) INSURANCE

SUPPLIER SHALL BE PAID UPON THE SUBMISSION OF PROPERLY APPROVED INVOICES FOR SATISFACTORY SERVICES RENDERED AND ACCEPTED. PAYMENT SHALL BE MADE ACCORDING TO THE TERMS SPECIFIED HEREUNDER FOLLOWING:

ALL WORK COVERED BY PAYMENTS MADE SHALL THEREUPON BECOME THE SOLE PROPERTY OF THE BUYER, BUT THIS PROVISION SHALL NOT BE CONSTRUED AS RELIEVING THE SUPPLIER FROM THE SOLE RESPONSIBILITY FOR ALL MATERIALS AND WORK UPON WHICH PAYMENTS HAVE BEEN MADE OR THE RESTORATION OF ANY DAMAGED WORK OR AS A WAIVER OF THE RIGHTS OF THE BUYER TO REQUIRE FULFILLMENT OF ALL THE TERMS OF THIS CONTRACT.

ANY PAYMENT MADE BY BUYER WILL BE SUBJECT TO REDUCTION IF IT IS FOUND NOT TO HAVE BEEN PROPERLY BILLED IN ACCORDANCE WITH THE CONTRACT.

IT IS UNDERSTOOD THAT SUPPLIER IS AN INDEPENDENT CONTRACTOR AND WILL NOT ACT OR HOLD ITSELF BUT AS AN AGENT OF REPRESENTATIVE OF BUYER. ALL PERSONNEL ASSIGNED TO PERFORM SERVICES UNDER THIS AGREEMENT SHALL BE AND REMAIN SUPPLIER'S EMPLOYEES WHETHER SERVICES ARE PERFORMED AT SUPPLIER'S OR BUYER’S FACILITIES.

SUPPLIER WILL INDEMNIFY BUYER AGAINST ANY WORKERS COMPENSATION CLAIMS.

FINDER'S FEE:

IF IN THE COURSE OF SUPPLIER'S RELATIONSHIP WITH BUYER THE OPPORTUNITY OF PERMANENT EMPLOYMENT WITH BUYER ARISES FOR ANY OF SUPPLIER'S EMPLOYEES, SUPPLIER WILL GRANT A RELEASE TO THAT EMPLOYEE. IN THOSE INSTANCES SUPPLIER AND BUYER WILL NEGOTIATE A FEE, IF APPLICABLE.

ASSIGNMENT:

THIS AGREEMENT WILL NOT BE ASSIGNED, SUBLET OR TRANSFERRED BY EITHER PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD, EXCEPT THAT BUYER MAY ASSIGN THE CONTRACT TO ANY SUBSIDIARY OR AFFILIATED

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CORPORATION OR SUCCESSOR IN INTEREST WITHOUT THE CONSENT OF SUPPLIER AND, IN THE EVENT, SUPPLIER SHALL NOT BE RELIEVED OR RELEASED FROM ANY OF ITS OBLIGATIONS AND RESPONSIBILITIES UNDER THE CONTRACT.

TERMINATION:

UNLESS OTHERWISE INDICATED IN WRITING, THE DURATION OF THE WORK TO BE PERFORMED BY THE SUP PLIER IS ULTIMATELY CONTINGENT UPON THE DAY-TO-DAY AUTHORIZATION OF WORK BY THE BUYER. PRELIMINARY/ADVANCE NOTICE OF WORK COMPLETION OR CESSATION SHALL BE MADE IMMEDIATELY TO THE SUPPLIER UPON NOTIFICATION BY THE BUYER. EVERY EFFORT SHALL BE MADE TO PROVIDEESTIMATES/PROJECTIONS OF SUCH CESSATION AS EARLY AS IS PRACTICAL. THE SUPPLIER AGREES TO GIVE ADVANCE WRITTEN NOTIFICATION OF 60 DAYS TO THE BUYER OF WITHDRAWAL OF SERVICES TO ALLOW AN ORDERLY TRANSITION WITHOUT LOSS OF PRIOR WORK VALUE TO THE BUYER.

ALL NOTICES PERTAINING TO THIS AGREEMENT SHALL BE IN WRITING AND, IF TO BUYER, SHALL BE SUFFICIENT WHEN SENT BY MAIL, TELEX OR CABLE TO THE FOLLOWING ADDRESS:

SOLAR TURBINES EUROPE, BRANCH OF
SOLAR TURBINES INTERNATIONAL COMPANY
AVENUE DES ETATES-UNI, 1
B-6041 GOSSELIES
BELGIUM

ATTENTION: BUYER'S NAME ON SIGNATURE PAGE

ALL NOTICES TO SUPPLIER SHALL BE SUFFICIENT WHEN SENT BY MAIL, TELEX OR FAX TO THE ADDRESS AS INDICATED ON THE SIGNATURE PAGE OF THIS PUR- CHASE ORDER.

CL20 THE PURPOSE OF THIS PURCHASE ORDER IS TO OBTAIN TEMPORARY LABOR SERVICES DESCRIBED HEREIN. NO MINIMUM OR MAXIMUM QUANTITIES OF SUCH SERVICES ARE GUARANTEED TO BE ORDERED BY BUYER.

IT IS AGREED THAT THIS IS A "CONFIDENTIAL AGREEMENT" AND THAT ALL INFORMATION OBTAINED BY OBSERVATION DURING PERFORMANCE HEREOF, PERTAINING TO BUYER'S PRODUCTS, BUSINESS OR ACTIVITIES SHALL BE KEPT BY SUPPLIER IN STRICT CONFIDENCE AND SHALL NOT BE DISCLOSED WITHOUT BUYER'S PRIOR WRITTEN CONSENT.

THIS AGREEMENT, AS DEFINED HEREIN, SETS FORTH THE FULL AND COMPLETE UNDERSTANDING OF THE PARTIES AS OF THE DATE STATED ABOVE, AND IT SUPERSEDES ANY AND ALL AGREEMENTS AND REPRESENTATIONS MADE OR DATED THERETO.

CONFLICTING PROVISIONS:

IN THE EVENT OF ANY CONFLICT BETWEEN THIS CONTRACT DOCUMENT AND ANY OF THE ATTACHMENTS HERETO, THE TERMS AND PROVISIONS OF THIS CONTRACT DOCUMENT SHALL CONTROL. IN THE EVENT OF ANY CONFLICT AMONG THE ATTACHMENTS, THE ATTACHMENT OF THE LATEST DATE SHALL CONTROL.

NOTICES:

ANY NOTIFICATION WHICH SUPPLIER MAY HAVE TO ISSUE TO BUYER PURSUANT TO THE TERMS OF THIS CONTRACT MUST BE IN WRITING AND ADDRESSED TO THE AUTHORIZED PURCHASING REPRESENTATIVE WHOSE NAME APPEARS ON THE FACE OF THIS PURCHASE ORDER. OTHERWISE, SUCH ATTEMPTED OR PURPORTED NOTICE SHALL BE VOID AND OF NO EFFECT FOR ANY PURPOSES WHATSOEVER.

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PRICE:

THE PRICE(S) ON THIS PURCHASE ORDER SHALL BE FIRM FOR THE DURATION OF THIS CONTRACT, EXCEPT THAT SUPPLIER AGREES TO PROTECT BUYER AGAINST GENERAL PRICE DECLINE.

LABOR RATES:

IN CONSIDERATION OF THE FAITHFUL PERFORMANCE OF WORK CALLED FOR HEREUNDER, THE SUPPLIER WILL BE PAID, SUBJECT TO THE PROVISIONS HEREOF, FOR EACH HOUR OF DIRECT LABOR EXPENDED, THE HOURLY RATES SPECIFIED HEREUNDER. BUYER'S PURCHASING REPRESENTATIVE RESERVES THE RIGHT TO APPROVE DIRECT LABOR RATES.

SERVICES SUPPLIED:

THE SELECTION OF PERSONNEL TO PERFORM SERVICES FOR BUYER UNDER THIS AGREEMENT SHALL BE MADE BY SUPPLIER. BUYER MAY REQUEST THAT PARTICULAR SERVICES BE PERFORMED WITHIN THE SCOPE OF THIS AGREEMENT AND IT SHALL BE THE SUPPLIER'S OBLIGATION TO SELECT QUALIFIED PERSONNEL FULLY CAPABLE OF PROVIDING SUCH SERVICES. REFER TO INDIVIDUAL ITEM(S) FOR JOB CLASSIFICATION(S) AND DESCRIPTION(S).

QUALITY OF PERFORMANCE:

SUPPLIER WILL TAKE APPROPRIATE STEPS TO GUARANTEE HIGH QUALITY OF PERFORMANCE.

CONFLICT OF INTEREST:

SUPPLIER REPRESENTS THAT IT HAS NO PRESENT WORK OR PROJECT THAT WOULD RESULT IN A CONFLICT OF INTEREST WITH SERVICES TO BE PERFORMED FOR BUYER UNDER THIS AGREEMENT, AND SUPPLIER AGREES TO PROMPTLY NOTIFY BUYER IN THE EVENT THAT ANY POTENTIAL CONFLICT OF INTEREST ARISES IN CONNECTION WITH ANY FUTURE WORK FOR OTHERS.

SUPPLIER AGREES THAT IT WILL NOT, WITHOUT SPECIFICALLY INFORMING BUYER AND OBTAINING BUYER'S WRITTEN CONSENT, KNOWINGLY IN THE PERFORMANCE OF THE WORK THAT IT SHALL DO FOR BUYER, PRODUCE AN END RESULT THAT EMBODIES INFORMATION UNDER CON FIDENTIAL RESTRICTION OR IS COVERED BY A PATENT, PATENT APPLICATION OR COPYRIGHT OWNED BY ANY PERSON OR COMPANY OTHER THAN BUYER.

ALL PATENTS, COPYRIGHTS, INVENTIONS OR CREATIONS THAT MAY RESULT FROM THE PERFORMANCE OF THIS CONTRACT ARE TO BECOME AND REMAIN THE SOLE PROPERTY OF THE BUYER. SUPPLIER AGREES TO AND DOES HEREBY GRANT TO BUYER, TO THE FULL EXTENT OF SUPPLIER'S RIGHT TO DO SO WITHOUT PAYMENT OF COMPENSATION TO OTHERS, THE SOLE AND EXCLUSIVE RIGHT TO MANUFACTURE OR REPRODUCE ANY ITEM, MATERIAL, ARTICLE OR DEVICE INVOLVED HEREUNDER, AND SUPPLIER AGREES TO TAKE SUCH ACTION WITH SUPPLIER'S EMPLOYEES AS MAY BE REQUIRED TO GIVE EFFECT TO THIS PROVISION.

TIMEKEEPING, INVOICING, PAYMENT:

THE SUPPLIER, IN ADDITION TO OTHER TIMEKEEPING REQUIREMENTS, WILL KEEP A RECORD OF ACTUAL HOURS OF DIRECT LABOR EXPENDED BY SUPPLIER'S EMPLOYEES IN PERFORMING THE SERVICES CALLED FOR HEREIN. TIME CARDS ARE TO BE FILLED IN ON A DAILY BASIS BY SUPPLIER'S PERSONNEL. EACH INVOICE MUST HAVE DOCUMENTED TIME CARDS ATTACHED, SIGNED, AND APPROVED BY BUYER'S DEPARTMENT

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MANAGER OR HIS/HER DESIGNEE. A COPY OF EACH TIME CARD SHALL BE PROVIDED, BY SUPPLIER, WITH THE CORRESPONDING INVOICE.

SUPPLIER WILL SUBMIT INVOICES BI-WEEKLY DURING CONTINUATION OF THIS CONTRACT, FOR SERVICES PERFORMED DURING THAT PERIOD. SUCH INVOICES WILL BE IN A FORM OR FORMSESTABLISHED BY BUYER AND WILL INCLUDE DETAILS SUCH AS BUYER'S JOB DESCRIPTION, DEPARTMENT NUMBER, HOURS WORKED, BILLING RATE, PURCHASE ORDER NUMBER, ITEM NUMBER(S), AND OTHER DATA AS REQUESTED.

THE APPROVED INVOICES WILL THEN BE FORWARDED TO THE ACCOUNTS PAYABLE DEPARTMENT FOR PAYMENT ACCORDING TO THE PAYMENT TERMS SHOWN ON THE FACE OF THIS AGREEMENT.

OPERATING OVERHEAD IS INCLUDED IN THE RATES HEREIN OR HEREAFTERESTABLISHED. INCLUDED IN OVERHEAD, BY WAY OF ILLUSTRATION AND NOT LIMITED TO, IS THE FOLLOWING:

(I) INSURANCE

SUPPLIER SHALL BE PAID UPON THE SUBMISSION OF PROPERLY APPROVED INVOICES FOR SATISFACTORY SERVICES RENDERED AND ACCEPTED. PAYMENT WILL BE MADE AS THE WORK PROGRESSES AT THE END OF EACH INVOICE PERIOD, ON INVOICES PROPERLY PREPARED AND SUBMITTED, PROVIDED INVOICE IS PROPERLY AUDITED AND APPROVED BY THE DESIGNATED MANAGER. PAYMENT SHALL BE MADE ACCORDING TO THE TERMS SPECIFIED HEREUNDER FOLLOWING:

ALL WORK COVERED BY PAYMENTS MADE SHALL THEREUPON BECOME THE SOLE PROPERTY OF THE BUYER, BUT THIS PROVISION SHALL NOT BE CONSTRUED AS RELIEVING THE SUPPLIER FROM THE SOLE RESPONSIBILITY FOR ALL MATERIALS AND WORK UPON WHICH PAYMENTS HAVE BEEN MADE OR THE RESTORATION OF ANY DAMAGED WORK OR AS A WAIVER OF THE RIGHTS OF THE BUYER TO REQUIRE FULFILLMENT OF ALL THE TERMS OF THIS CONTRACT.

ANY PAYMENT MADE BY BUYER WILL BE SUBJECT TO REDUCTION IF IT IS FOUND NOT TO HAVE BEEN PROPERLY BILLED IN ACCORDANCE WITH THE CONTRACT.

NOT TO EXCEED:

SUPPLIER SHALL ADVISE BUYER WHEN 80% OF THE "NOT TO EXCEED" FIGURE ON THE LAST PAGE OF THIS CONTRACT HAS BEEN REACHED OR WITHIN 60 DAYS OF TERMINATION DATE OF THIS CONTRACT.

RESPONSIBILITY FOR BENEFITS, TAXES:

IT IS UNDERSTOOD THAT SUPPLIER IS AN INDEPENDENT CONTRACTOR AND WILL NOT ACT OR HOLD ITSELF OUT AS AN AGENT OF REPRESENTATIVE OF BUYER. ALL PERSONNEL ASSIGNED TO PERFORM SERVICES UNDER THIS AGREEMENT SHALL BE AND REMAIN SUPPLIER'S EMPLOYEES WHETHER SERVICES ARE PERFORMED AT SUPPLIER'S OR BUYER'S FACILITIES.

SUPPLIER REPRESENTS AND AGREES THAT IT WILL COMPLY WITH ALL REQUIREMENTS OF STATE AND FEDERAL LAWS APPLICABLE TO THE EMPLOYMENT OF SUCH PERSONNEL, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LAWS RELATING TO WORKER'S COMPENSATION, UNEMPLOYMENT INSURANCE, INCOME TAX WITHHOLDING, SOCIAL SECURITY TAXES, AND EQUAL OPPORTUNITY. SUCH TAXES MUST BE PAID BY THE SUPPLIER, ON A TIMELY BASIS, DIRECTLY TO THE APPROPRIATE AGENCIES AND JURISDICTIONS. UNDER NO CIRCUMSTANCES SHALL ANY PERSONNEL ASSIGNED TO BUYER'S PROJECTS BE CONSIDERED AN EMPLOYEE OF BUYER FOR ANY PURPOSE OR BE ENTITLED TO ANY BENEFITS AVAILABLE TO BUYER'S EMPLOYEES, AND SUPPLIER AGREES TO SO INFORM ANY PERSONNEL ASSIGNED TO BUYER'S PROJECTS.

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SUPPLIER WILL INDEMNIFY BUYER AGAINST ANY WORKERS COMPENSATION CLAIMS.

LIQUIDATION POLICY:

SOLAR TURBINES INCORPORATED IS FREE TO HIRE A SUPPLIER EMPLOYEE UPON SEVEN DAYS' WRITTEN NOTICE TO SUPPLIER, WITHOUT INCURRING ANY FEES OR OBLIGATION OF ANY KIND TO SUPPLIER.

INSURANCE:

SUPPLIER SHALL MAINTAIN THE FOLLOWING INSURANCE COVERAGE AND PROVIDE CERTIFICATES OF INSURANCE TO BUYER UPON REQUEST:

TYPE OF INSURANCE:	LIMITS:
WORKERS' COMPENSATION	STATUTORY - IN ACCORDANCE WITH STATE LAW
COMPREHENSIVE	$300,000 BODILY INJURY
GEN'L LIABILITY	$100,000 PROPERTY DAMAGE
COMMERCIAL UMBRELLA	$1,000,000 UMBRELLA FOR ALL OF THE ABOVE
EMPLOYEE'S CRIME	$50,000
VALUABLE PAPERS	$200,000 LOSS/DAMAGE

BEFORE BEGINNING WORK, SUPPLIER WILL PROVIDE TO BUYER A CERTIFICATE OF INSURANCE AS EVIDENCE THAT THE INSURANCE REQUIRED HEREIN IS IN FORCE WITH INSURANCE COMPANIES ACCEPTABLE TO THE BUYER.

THE CERTIFICATE WILL INCLUDE THE STATEMENT THAT THE ISSUING COMPANY WILL PROVIDE THE BUYER (THE CERTIFICATE HOLDER) AT LEAST 30 DAYS WRITTEN NOTICE OF CANCELLATION OR MATERIAL CHANGE TO THE COVERAGE.

THE CERTIFICATE OF INSURANCE WILL INCLUDE AN ENDORSEMENT ADDING THE BUYER (THE CERTIFICATE HOLDER) AS AN ADDITIONAL INSURED ON ALL THE POLICIES EXCEPT WORKERS' COMPENSATION.

ASSIGNMENT:

THIS AGREEMENT WILL NOT BE ASSIGNED, SUBLET OR TRANSFERRED BY EITHER PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD, EXCEPT THAT BUYER MAY ASSIGN THE CONTRACT TO ANY SUBSIDIARY OR AFFILIATED CORPORATION OR SUCCESSOR IN INTEREST WITHOUT THE CONSENT OF SUPPLIER AND, IN THE EVENT, SUPPLIER SHALL NOT BE RELIEVED OR RELEASED FROM ANY OF ITS OBLIGATIONS AND RESPONSIBILITIES UNDER THE CONTRACT.

TERMINATION:

UNLESS OTHERWISE INDICATED IN WRITING, THE DURATION OF THE WORK TO BE PERFORMED BY THE SUP PLIER IS ULTIMATELY CONTINGENT UPON THE DAY-TO-DAY AUTHORIZATION OF WORK BY THE BUYER. PRELIMINARY/ADVANCE NOTICE OF WORK COMPLETION OR CESSATION SHALL BE MADE IMMEDIATELY TO THE SUPPLIER UPON NOTIFICATION BY THE BUYER. EVERY EFFORT SHALL BE MADE TO

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PROVIDEESTIMATES/PROJECTIONS OF SUCH CESSATION AS EARLY AS IS PRACTICAL. THE SUPPLIER AGREES TO GIVE ADVANCE WRITTEN NOTIFICATION OF 60 DAYS TO THE BUYER OF WITHDRAWAL OF SERVICES TO ALLOW AN ORDERLY TRANSITION WITHOUT LOSS OF PRIOR WORK VALUE TO THE BUYER.

ALL NOTICES PERTAINING TO THIS AGREEMENT SHALL BE IN WRITING AND, IF TO BUYER, SHALL BE SUFFICIENT WHEN SENT BY MAIL, TELEX OR CABLE TO THE FOLLOWING ADDRESS:

SOLAR TURBINES INCORPORATED
13105 NORTHWEST FREEWAY
SUITE 400
HOUSTON, TX 77040

ATTENTION: BUYER'S NAME ON SIGNATURE PAGE

ALL NOTICES TO SUPPLIER SHALL BE SUFFICIENT WHEN SENT BY MAIL, TELEX OR CABLE TO THE ADDRESS AS INDICATED ON THE SIGNATURE PAGE OF THIS PURCHASE ORDER.

E&O INSURANCE POLICY TO FURNISH BUYER WITH A CERTIFICATE OR CERTIFICATES TO BE DELIVERED TO BUYER CONCURRENTLY WITH THE EXECUTION OF THIS AGREEMENT BY THE SUPPLIER. BUYER MAY AT ALL TIMES INSPECT THE POLICIES CARRIED BY SUPPLIER.

*CM01 PRODUCT REGULATIONS Rev. 1 Eff. Date: 7/7/2021

THE TERM "PRODUCT REGULATIONS", AS USED IN THIS STANDARD NOTE, SHALL MEAN COUNTRY OF ORIGIN, ENVIRONMENTAL, LABELING, MARKING, LICENSE, AUTHORIZATION, CERTIFICATION, HAZARD COMMUNICATION, AND OTHER UNITED STATES, NON-UNITED STATES, AND INTERNATIONAL ENTITY REGULATORY REQUIREMENTS APPLICABLE TO THE IMPORT, EXPORT, MANUFACTURE, SALE, OR DISTRIBUTION OF GOODS AND/OR SERVICES ("ITEMS") PURSUANT TO PURCHASE ORDER(S). SUCH PRODUCT REGULATIONS SPECIFICALLY INCLUDE, BUT ARE NOT LIMITED TO, CALIFORNIA HEALTH & SAFETY CODE SECTION 25249.5 ET SEQ. ("PROPOSITION 65"), SECTION 1502 OF THE DODD-FRANK WALL STREET REFORM AND CONSUMER PROTECTION ACT ("CONFLICT MINERALS LEGISLATION"), EUROPEAN UNION ("EU") EUROPEAN CONFORMITY ("CE") MARKING REQUIREMENTS (INCLUDING THE DECLARATION OF CONFORMITY, TECHNICAL CONSTRUCTION FILE AND USER'S MANUAL, WHERE APPLICABLE), **THE MINAMATA CONVENTION ON MERCURY REGARDING MERCURY-ADDED PRODUCTS (“MAP”)**; AND THE FOLLOWING EU DIRECTIVES, WHICH MAY APPLY TO THE ITEMS: REGISTRATION, EVALUATION AND AUTHORIZATION OF CHEMICALS ("REACH"); RESTRICTION ON HAZARDOUS SUBSTANCES ("ROHS"); MACHINERY DIRECTIVE; GENERAL PRODUCT SAFETY DIRECTIVE; DIRECTIVE ON NOISE EMISSIONS; DIRECTIVE ON CLASSIFICATION, PACKAGING AND LABELING OF DANGEROUS SUBSTANCES; LIMITATIONS DIRECTIVE (APPLYING TO CARCINOGENIC LUBRICATING OILS); DIRECTIVE ON WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT; DIRECTIVE ON CLASSIFICATION, PACKAGING AND LABELING OF DANGEROUS PREPARATIONS; CONSTRUCTION PRODUCTS DIRECTIVE; BATTERY DIRECTIVE; AND GAS APPLIANCE DIRECTIVE.

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SELLER IS SOLELY RESPONSIBLE FOR THE COMPLIANCE OF THE ITEMS WITH APPLICABLE PRODUCT REGULATIONS. SELLER AGREES TO PROVIDE TO BUYER ALL INFORMATION AND DOCUMENTATION, INCLUDING BUT NOT LIMITED TO SUPPLY CHAIN DATA, NECESSARY FOR BUYER TO COMPLY WITH ALL PRODUCT REGULATIONS APPLICABLE TO BUYER. SELLER IS TO RETAIN SUCH DATA FOR A MINIMUM OF FIVE (5) YEARS.

FOR PURPOSES OF BUYER'S CONFLICT MINERALS COMPLIANCE, IF SELLER SELLS TO BUYER ANY PRODUCT CONTAINING TIN, TANTALUM, TUNGSTEN OR GOLD ("CONFLICT MINERALS"), SELLER SHALL HAVE A SUPPLY CHAIN POLICY REGARDING CONFLICT MINERALS AND SHALL UNDERTAKE (1) A REASONABLE INQUIRY INTO THE COUNTRY OF ORIGIN FOR THE CONFLICT MINERALS; (2) DUE DILIGENCE TO DETERMINE IF THE CONFLICT MINERALS ORIGINATED FROM THE DEMOCRATIC REPUBLIC OF THE CONGO OR ITS ADJOINING COUNTRIES AND SUPPORTED CONFLICT IN THESE COUNTRIES; AND (3) RISK ASSESSMENT AND MITIGATION ACTIONS TO IMPLEMENT THE ABOVE INQUIRY AND DUE DILIGENCE. SELLER SHALL INCLUDE THE SUBSTANCE OF THIS PRODUCT REGULATIONS CLAUSE AS IT RELATES TO CONFLICT MINERALS COMPLIANCE IN ALL CONTRACTS AWARDED BY SELLER TO ITS SUPPLIERS FOR PRODUCTS PROVIDED TO BUYER.

CS01 NOT WITHSTANDING THE DOCUMENTS ATTACHED OR ENCLOSED HEREWITH, IT REMAINS THE SUPPLIER'S RESPONSIBILITY TO OBTAIN AND PERFORM ALL WORK IN ACCORDANCE WITH THE DOCUMENTS REFERENCED IN THIS PURCHASE ORDER.

CS1 AV01

ALL GOODS/SERVICES MUST BE PROVIDED IN FULL AND THE SUPPLIER WILL NOT ALLOCATE MATERIAL IN THE EVENT THAT HIS SUPPLY OR CAPACITY IS AFFECTED (EXCEPT AS GOVERNMENT REGULATIONS OTHERWISE REQUIRE).

DP01 THE FOLLOWING STANDARD NOTES APPLY TO THIS PURCHASE ORDER.

** PRICING **

G04

BY ACCEPTANCE OF THIS PURCHASE ORDER, SUPPLIER EXPRESSLY AGREES THAT NO COSTS OR CHARGES ARE KNOWN BEYOND THE PRICING HEREIN. NO COSTS OR CHARGES FOR ANY CHANGE
IN WORK SCOPE WILL BE ACCEPTED BY BUYER UNLESS SUPPLIER CAN IDENTIFY AND DEFINE THAT AN
OBVIOUS OR BLATANT OVERSIGHT HAS BEEN MADE OR THE CHANGE IS AT THE WRITTEN REQUEST OF BUYER IN THE EVENT OF A CHANGE OF REQUIREMENTS. ANY COST IMPACT ITEM(S) IS/ARE TO BE SINGULARLY NEGOTIATED. SUPPLIER AGREES NOT TO STOP NOR HOLD PRODUCTION, FABRICATION, TESTING OR SHIPPING DURING ANY SUCH NEGOTIATION.

DPA-1 Supplier acknowledges that it may process personal data on behalf of Solar Turbines and its Affiliates and agrees to comply with the provisions outlined in Solar’s Data Privacy Requirement; publication number DPA-1, Rev NC, dated Sept. 10, 2019. A copy of the document is available on request.

DS05 TRANSMITTAL OF DOCUMENTS FOR DROP SHIPPED PRODUCTS

UNLESS OTHERWISE STATED ALL QUALITY ASSURANCE DOCUMENTS AND CERTIFICATES DESCRIBED, OUTLINED, STATED OR MADE REFERENCE TO ARE A REQUIREMENT OF THIS PURCHASE ORDER AND MUST BE SUBMITTED WITHIN 14 CALENDAR DAYS OF PRODUCT COMPLETION TO THE FOLLOWING ADDRESS:

QUALITY DOCUMENT COORDINATOR

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SOLAR TURBINES INCORPORATED (KM20)
4200 RUFFIN ROAD
SAN DIEGO, CA 92136-1836
USA

ALL DOCUMENTS AND CERTIFICATES MUST INCLUDE THE PURCHASE ORDER NUMBER, SOLAR PART NUMBER(S), PROJECT NAME AND NUMBER (IF AVAILABLE).

QUALITY ASSURANCE DOCUMENTS/CERTIFICATES REQUIRED:
1) ALL DOCUMENTS/CERTIFICATES REQUIRED BY THE INSPECTION AND TEST PLAN (ITP). 2) ALL DOCUMENTS/CERTIFICATES REQUIRED AS STATED BY THE BUYER IN THE "BUYER NOTES" SECTION.
3) ALL DOCUMENT/CERTIFICATES REQUIRED BY THE INDIVIDUAL ITEM(S) "QUALITY REQUIREMENTS" SECTION, E.G. Q43.

QUALITY ASSURANCE DOCUMENTS/CERTIFICATES INCLUDE, BUT ARE NOT LIMITED TO:
1. CERTIFICATES OF CONFORMANCE
2. SOLAR FORM 1016
3. ELECTRICAL DEVICE LIST/CERTIFICATION (REFES-2170)
4. MATERIAL TEST REPORTS (MTR)
5. PAINT OR SURFACE FINISH RECORDS/FORMS
6. CUSTOMER INSPECTION ACCEPTANCE/RELEASE FORMS
7. CUSTOMER/SOLAR WAIVER OF INSPECTION DOCUMENTS
8. CENTER OF GRAVITY/WEIGHT CONTROL FORMS
9. ASME DATA REPORTS
10. PRESSURE TEST AND FLUSH CERTIFICATE
11. MOTOR DATA SHEETS

3.ESPK 1-1

DW02 SUPPLIER WILL PROVIDE BUYER WITH THE NECESSARY OPERATION AND MAINTENANCE DATA TO BE PASSED ON TO BUYER'S CUSTOMER. ALSO, THE SUPPLIER WILL SUBMIT TO BUYER, UPON REQUEST, ANY DRAWING AGREED TO BETWEEN THE TWO COMPANIES, AT NO ADDITIONAL COST TO BUYER.

DW15 EQUIPMENT CALIBRATION REQUIREMENTS REV. 3 EFF. DATE: 10/29/2014

ALL EQUIPMENT SHALL BE CALIBRATED TO THE MANUFACTURER'S ORIGINAL SPECIFICATIONS UNLESS OTHERWISE SPECIFIED.

A CERTIFICATE OF CALIBRATION SHALL BE PROVIDED WITH EACH CALIBRATION. THIS CERTIFICATE MUST CONTAIN:

- THE NAME OF THE AGENCY PERFORMING THE CALIBRATION
- THE APPLICABLE CERTIFICATE NUMBER
- THE DATE CALIBRATED
- A STATEMENT THAT THE EQUIPMENT CALIBRATION CONFORMS TO THE REQUIREMENTS OF ANSI Z540.3-2006 AND/OR ISO 17025:2005(E), AS APPLICABLE
- A STATEMENT THAT CALIBRATION IS TRACEABLE TO THE INTERNATIONAL SYSTEM OF UNITS (SI) OR BY REFERENCE TO A NATURAL CONSTANT
- TEST RESULTS WITH UNITS OF MEASUREMENT
- A LIST OF ALL STANDARDS USED IN THE CALIBRATION ALONG WITH THEIR CALIBRATION AND DUE DATES

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- THE MEASUREMENT UNCERTAINTIES CALCULATED IN ACCORDANCE WITH THE ISO GUIDE TO THE EXPRESSION OF UNCERTAINTY IN MEASUREMENTS, ISO 98-3:2008
- AS FOUND CONDITION AND CALIBRATION DATA
- AS LEFT (AFTER CALIBRATION) CONDITION, AND POST ADJUSTMENT DATA, IF APPLICABLE
- ENVIRONMENTAL CONDITIONS UNDER WHICH THE CALIBRATION WAS PERFORMED (I.E., TEMPERATURE AND HUMIDITY)
- THE NAME OR NUMBER OF THE TECHNICIAN PERFORMING THE CALIBRATION
- THE SIGNATURE OF THE PERSON APPROVING THE CALIBRATION (E.G., QA MANAGER)

DW16 CALIBRATION DOCUMENTATION REV. 2 EFF. DATE: 06/18/2015

CERTIFICATE OF CALIBRATION INDICATING TRACEABILITY TO THE INTERNATIONAL SYSTEM OF UNITS (SI) OR BY REFERENCE TO A NATURAL CONSTANT, THROUGH A NATIONAL METROLOGICAL INSTITUTE SUCH AS THE NATIONAL INSTITUE OF STANDARDS AND TECHNOLOGY (NIST) MUST ACCOMPANY EACH INSTRUMENT. ADDITIONALLY, ALL EQUIPMENT MUST BE SHIPPPED WITH COMPLETE DOCUMENTATION INCLUDING:

1. OPERATOR MANUALS WHICH SHALL INCLUDE: SPECIFICATIONS, INSTALLATION, INITIAL CHECKOUT, SET-UP, AND OPERATING PROCEDURES.
2. COMPLETE SERVICE MANUAL WHICH SHALL INCLUDE: CALIBRATION PROCEDURE (PERFORMANCE TESTS AND ADJUSTMENTS), EQUIPMENT REQUIRED FOR CALIBRATION, THEORY OF OPERATION (CIRCUIT DESCIRPTION), SCHEMATICS, TROUBLESHOOTING GUIDE, AND A REPLACEMENT PARTS LIST.

ES05 ENGINEERING SPECIFICATIONS – ALL PRODUCTS REV.186 EFF. DATE: 08/27/2025

NOTE: Changes are highlighted.

Solar Turbines Incorporated's Engineering Specifications (ES) may apply to this order as noted on the drawing, Operational Instruction Sheet (OIS), Inspection and Test Plan (ITP), and/or routing. It is the responsibility of the supplier to review applicable drawings and documents for all referenced specifications. Contact the cognizant Solar buyer immediately if a copy of the current revision is not on file at the supplier's facility. Failure to do so may result in part(s) being rejected. The most referenced engineering specifications and current revision letters are:

ES 6-97	A	ES 9-123	C	ES 9-350	C	ES 1568	NC	ES 2159	D
ES 9-0605	-	ES 9-124	E	ES 9-351-1	A	ES 1572	B	ES 2161	C
ES 9-4	AK	ES 9-125	B	ES 9-353-1	F	ES 1574	A	ES 2170	D
ES 9-6	T	ES 9-128	A	ES 9-359	A	ES 1592	C	ES 2173	NC
ES 9-8	NC	ES 9-221	B	ES 9-362	C	ES 1593	K	ES 2179	AF
ES 9-20	B	ES 9-224	AA	ES 9-364	N	ES 1594	NC	ES 2183	G
ES 9-21	T	ES 9-227	NC	ES 9-365	NC	ES 1597	AH	ES 2184	H
ES 9-22	NC	ES 9-228	NC	ES 9-365-1	B	ES 1611	H	ES 2185	E
ES 9-24	B	ES 9-231	B	ES 9-366	C	ES 1632	P	ES 2193	E
ES 9-25	NC	ES 9-232	E	ES 9-367	A	ES 1632-1	A	ES 2194	A
ES 9-27	C	ES 9-235	NC	ES 9-367-1	B	ES 1632-2	B	ES 2195	NC
ES 9-31	NC	ES 9-236	NC	ES 9-368	NC	ES 1632-3	A	ES 2196	D
ES 9-33	B	ES 9-237	L	ES 9-369-1	D	ES 1632-4	A	ES 2200	AM
ES 9-35	NC	ES 9-238	NC	ES 9-371	NC	ES 1632-5	A	ES 2200-1	D
ES 9-39	B	ES 9-245	A	ES 9-374	C	ES 1690	NC	ES 2201	A

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ES 9-42	A	ES 9-246	B	ES 9-374-1	C	ES 1692	H	ES 2202	F
ES 9-44	B	ES 9-248	D	ES 9-376	B	ES 1704	K	ES 2203	D
ES 9-46	A	ES 9-248-1	C	ES 9-376-1	E	ES 1707	D	ES 2207	B
ES 9-45	N	ES 9-249	H	ES 9-387	NC	ES 1709	F	ES 2208	NC
ES 9-48	G	ES 9-253	R	ES 9-390	C	ES 1711	NC	ES 2210	AG
ES 9-48-1	C	ES 9-254	D	ES 9-390-1	B	ES 1725	M	ES 2211	AR
ES 9-48-2	C	ES 9-257	A	ES 9-391	B	ES 1726	NC	ES 2214	AH
ES 9-48-3	C	ES 9-263	L	ES 9-392	A	ES 1727	B	ES 2215	AK
ES 9-48-4	A	ES 9-263-1	J	ES 9-393	D	ES 1733	D	ES 2220	D
ES 9-48-5	C	ES 9-264	B	ES 9-4	AK	ES 1735	A	ES 2225	J
ES 9-48-6	C	ES 9-266	F	ES 9-400	B	ES 1750	C	ES 2226	AC
ES 9-48-7	C	ES 9-268	A	ES 9-401	E	ES 1750-1	F	ES 2233	R
ES 9-48-8	C	ES 9-269	M	ES 9-402	B	ES 1762	C	ES 2234	AJ
ES 9-48-9	C	ES 9-270	B	ES 9-404	A	ES 1766	NC	ES 2235	AA
ES 9-48-10	D	ES 9-271	NC	ES 9-405	B	ES 1809	F	ES 2236	AA
ES 9-48-11	C	ES 9-272	B	ES 9-408	B	ES 1828	U	ES 2238	G
ES 9-51	E	ES 9-272-1	B	ES 9-409	A	ES 1835	E	ES 2240	E
ES 9-51-2	M	ES 9-273	NC	ES 9-412	NC	ES 1836	C	ES 2241	Y
ES 9-51-4	NC	ES 9-275	F	ES 9-413	D	ES 1837	B	ES 2242	AE
ES 9-52	E	ES 9-275-1	F	ES 9-415	A	ES 1842	BF	ES 2243	AE
ES 9-52-1	NC	ES 9-276	NC	ES 9-436	NC	ES 1843	AW	ES 2252	M
ES 9-52-2	G	ES 9-279	B	ES 9-455	A	ES 1844	H	ES 2253	A
ES 9-53	A	ES 9-279-1	B	ES 9-455-1	A	ES 1846	K	ES 2257	AB
ES 9-54	K	ES 9-281	C	ES 9-456	NC	ES 1853	D	ES 2258	AB
ES 9-56	H	ES 9-282	D	ES 9-456-1	NC	ES 1854	A	ES 2273	C
ES 9-56-1	F	ES 9-292	NC	ES 9-461-1	A	ES 1861	B	ES 2289	K
ES 9-56-2	D	ES 9-294	T	ES 9-476	B	ES 1871	BD	ES 2301	NC
ES 9-58	AC	ES 9-294-1	NC	ES 9-476-1	A	ES 1872	AR	ES 2303	E
ES 9-58-1	T	ES 9-296	F	ES 9-476-2	NC	ES 1875	H	ES 2023	D
ES 9-62	T	ES 9-297	D	ES 9-477	C	ES 1875-1	A	ES 2304	A
ES 9-63	D	ES 9-299	D	ES 9-478	A	ES 1875-2	A	ES 2317	B
ES 9-64	L	ES 9-300	B	ES 9-482	E	ES 1875-3	A	ES 2320	A
ES 9-67	NC	ES 9-303	E	ES 9-497	B	ES 1875-4	A	ES 2334	E
ES 9-69	NC	ES 9-304	NC	ES 9-501	A	ES 1875-5	A	ES 2335	E
ES 9-72	G	ES 9-306	A	ES 9-510-5	NC	ES 1884	A	ES 2348	C
ES 9-73	G	ES 9-307	B	ES 9-513	B	ES 1887	NC	ES 2350	C
ES 9-76	W	ES 9-308	B	ES 9-520	C	ES 1889	A	ES 2378	NC
ES 9-76-4	AE	ES 9-309	D	ES 9-532	A	ES 1890	A	ES 2408	N
ES 9-76-12	-	ES 9-310	A	ES 9-539	A	ES 1903	E	ES 2436	P
ES 9-77	H	ES 9-311	B	ES 9-54	L	ES 1923	F	ES 2437	E
ES 9-78	L	ES 9-312	C	ES 9-547	A	ES 1954	D	ES 2439	NC

ES 9-83	NC	ES 9-312-1	B	ES 9-560	A	ES 1973	D	ES 2466	F
ES 9-88	B	ES 9-313	A	ES 9-573	A	ES 1978	G	ES 2474	A
ES 9-92	NC	ES 9-319	NC	ES 9-577	A	ES 2004	P	ES 2485	B
ES 9-94	F	ES 9-320	B	ES 9-58	AB	ES 2007	F	ES 2486	NC
ES 9-94-1	J	ES 9-321	D	ES 9-58-1	R	ES 2008	A	ES 2491	NC
ES 9-95	B	ES 9-321-1	B	ES 9-580	D	ES 2009	NC	ES 2493	B
ES 9-98	AH	ES 9-331-1	NC	ES 9-590	B	ES 2016	A	ES 2495	C
ES 9-100	E	ES 9-333	B	ES 9-590-1	A	ES 2023	A	ES 2505	C
ES 9-101	B	ES 9-334	NC	ES 9-604	-	ES 2025	NC	ES 2510	A
ES 9-102	C	ES 9-337	A	ES 9-604-1	-	ES 2028-1	A	ES 2511	B
ES 9-104	A	ES 9-343	J	ES 9-606	-	ES 2031	NC	ES 2537	AC
ES 9-105	D	ES 9-347	NC	ES 9-609	-	ES 2033	P	ES 2549	D
ES 9-106	A	ES9-348	B	ES 9-611	-	ES 2059-4	D	ES 2550	D
ES 9-107	B	ES 9-349	A	ES 9-613	-	ES 2063	Y	ES 2551	C
ES 9-107-1	B			ES 9-612	-	ES 2065	AF	ES 2557	C
ES 9-109	C			ES 1065	D	ES 2066	AH	ES 2559	C
ES 9-114	NC			ES 1121	H	ES 2067	AJ	ES 2561	B
ES 9-115	NC			ES 1157	B	ES 2068	AD	ES 2588	B
ES 9-116	NC			ES 1208	M	ES 2076	AJ	ES 2594	NC
ES 9-119	NC			ES 1326	B	ES 2078	NC	ES 2605	G
ES 9-121	C			ES 1332	D	ES 2083	AG	ES 2605-1	B
				ES 1354	A	ES 2084	AJ	ES 2605-2	B
				ES 1437	NC	ES 2085	AL	ES 2605-3	A
				ES 1439	NC	ES 2086	AE	ES 2605-4	A
				ES 1464	D	ES 2087	AB	ES 2605-5	A
				ES 1483	G	ES 2089	AR	ES 2606	A
				ES 1503	C	ES 2090	AJ	ES 2607	A
				ES 1504	C	ES 2091	AW	ES 2613	B
				ES 1508	H	ES 2092	AP	ES 2617	B
				ES 1521	E	ES 2093	AL	ES 2619	A
				ES 1522	P	ES 2094	AF	ES 2643	AH
				ES 1526	B	ES 2097	L	ES 2648	B
				ES 1534	A	ES 2098	AT	ES 2711	A
				ES 1544	M	ES 2109-1	A	ES 2733	C
				ES 1548	NC	ES 2111	AN	ES 2734	C
				ES 1554		ES 2121	E	ES 2754	F
						ES 2124	C	ES 2756	C
						ES 2132	D	ES 2761	A
						ES2133	A	ES 2777	NC
						ES 2136	C	ES 2782	C

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						ES 2138	B	ES 2790	B
						ES 2139	AH	ES 2803	B
						ES 2140	AC	ES 2804	B
						ES 2141	AN	ES 2807	G
						ES 2142	AE	ES 2808	B
						ES 2143	AD	ES 2811	A
						ES 2144	W	ES 2818	B
						ES 2145	AE	ES 2818-1	AB
						ES 2146	U	ES 2818-2	-
						ES 2152	NC	ES 2819	F
								ES 2825	F
								ES 2840	A
								ES 2843	B
								ES 2844	B
								ES 2847	D
								ES 2862	A
								ES 2863	A
								ES 2871	C
								ES 2872	B
								ES 2873	A
								ES 2875	A
								ES 2879	B
								ES 2880	A
								ES 2881	B
								ES 2882	B
								ES 2883	B
								ES 2884	B
								ES 2888	A
								ES 2896	A
								ES 2897	A
								ES 2898	A
								ES 2900	A
								ES 2908	A
								ES 2909	A
								ES 2913	A
								ES 2915	A
								ES 2921	A
								ES 2927	B
								ES 2927-1	B
								ES 2927-2	B

								ES 2927-3	B
								ES 2927-4	B
								ES 2927-5	B
								ES 2927-6	B
								ES 2927-7	B
								ES 2937	-
								ES 2940	B
								ES 2942	B
								ES 2949	A
								ES 2955	A
								ES 2963	D
								ES 2973	A
								ES 2980	-
								ES 2982	A
								ES 2983	-
								ES 2984	A
								ES 2986	-
								ES 2943	A
								ES 2994	-
								ES 2995	A
								ES 2997	A
								ES 2998	A
								ES 3000	NC
								ES 3004	-
								ES 3007	-
								ES 3008	B
								ES 3008-1	B
								ES 3008-2	B
								ES 3008-3	B
								ES 3008-4	B
								ES 3008-5	B
								ES 3009	-
								ES 3010	-
								ES 3013	A
								ES 3013-1	-
								ES 3013-2	-
								ES 3013-3	-
								ES 3013-3	-
								ES 3013-4	-
								ES 3013-5	-
								ES 3013-6	-

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								ES 3015	-
								ES 3019	-
								ES 3023	-
								ES 3024	-
								ARBORTEXT_ CONTROLS	J

NOTES: ES9-45 GEAR SPEC TO COVER 4122M STEEL.
Use ES 9-22 if drawing is dated prior to 6-8-72. If drawing is after this date, use ES 9-56.

THE FOLLOWING SPECIFICATIONS HAVE BEEN OBSOLETED:

Obsoleted:	Replaced By:	Obsoleted:	Replaced By:	Obsoleted:	Replaced By:	Obsoleted:	Replaced By:
ES 6-99	ES 9-400	ES 9-58-9	ES 9-58	ES 1224	ES 9-98	ES 2189	ES 2252
ES 6-119	ES 9-249	ES 9-58-10	ES 9-58	ES 1319	ES 1703	ES 2219	ES 2033
ES 9-32	ANSI Y14.5	ES 9-59	ES 9-94	ES 1633	ES 2033		
ES 9-34	ES 9-58	ES 9-60	ES 9-404	ES 1703	ES 2033		
ES 9-58-2	ES 9-58	ES 9-62-1	N/A	ES 1771	ES 2132		
ES 9-58-3	ES 9-58	ES 9-93	ES 9-58	ES 1779	ES 2138		
ES 9-58-4	ES 9-58	ES 9-251	ES 9-98	ES 1841	ES 2033		
ES 9-58-5	ES 9-58	ES 9-284	ES 9-107	ES 1963	ES 2238		
ES 9-58-6	ES 9-58	ES 9-361	ES 9-402	ES 1964	ES 2139		
ES 9-58-7	ES 9-58	ES 1211	ES 9-98	ES 2017	ES 1593		
ES 9-58-8	ES 9-58	ES 1212	N/A	ES 2040	ES 2141		

G17 HAZARDOUS MATERIALS

CONTRACTORS AND THEIR SUBCONTRACTORS SHALL BE HELD FINANCIALLY RESPONSIBLE FOR THE PAYMENT OF FINES IMPOSED ON SOLAR TURBINES INCORPORATED BY FEDERAL, STATE, AND LOCAL AGENCIES FOR ILLEGALLY DISPOSING OF HAZARDOUS MATERIALS BY DUMPING THEM DOWN DRAINS, OPEN SEWERS, HOLES IN THE GROUND, OR DIRECTLY ONTO THE GROUND. CONTRACTORS AND THEIR SUBCONTRACTORS SHALL ALSO BE HELD FINANCIALLY RESPONSIBLE FOR THE REMOVAL AND DISPOSITION OF ILLEGALLY DUMPED HAZARDOUS MATERIALS.

GTC01 GLOBAL TRADE COMPLIANCE NOTE REV. 4 Revised: 11/20/2024

REQUIRED DOCUMENTATION

1. **PACKING LIST**

   ALL SHIPMENTS FROM DOMESTIC AND INTERNATIONAL SUPPLIERS MUST BE ACCOMPANIED BY A PACKING LIST, WHICH INCLUDES THE FOLLOWING INFORMATION:

   - NAME AND ADDRESS OF SUPPLIER

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- Date of issuance
- Packing List number
- Solar purchase order or contract number
- SOLAR PART NUMBER
- Country of origin for each item
- Quantity and description of goods
- Unit of measure
- Total Gross weight of the goods (IN POUNDS AND KILOGRAMS)
- Dimensions of the box as shipped
- Number of packages (i.e. box 1 of 3)
- Shipping marks and numbers
- Terms of delivery

2. Commercial Invoice

All shipments from international Suppliers must be accompanied by a Commercial Invoice, which includes the following information:

- Name and address of supplier
- Date of issuance
- Invoice number
- Solar purchase order
- Solar part number
- Country of origin for each item
- Quantity and description of goods
- Unit of measure
- Unit price to match purchase order unit price
- Total invoice amount stated in the currency of the contract
- total Gross weight of goods (in pounds and kilograms)
- Dimensions of the box as shipped (in inches and centimeters)
- Number of packages
- Shipping marks and numbers
- incoterms (for international shipments)
- Harmonized tariff schedule code
- Terms of payment
- printed name, signature of company representative completing the for

3. Identification of Country of Origin

Solar corporate policies require identification of country of origin by part number in order to maintain proper country of origin information in Solar inventory and our database.

the requirements that apply to all suppliers are as follows:

3.A. **Shipping Documentation** - Country of origin to be specified on

- **U.S. SUPPLIERS**
    i. Packing list

- **NON-U.S. SUPPLIERS**
    i. Commercial invoice

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ii. Packing list

3.B. **Markings/Labeling** –
For U.S. and Non-U.S. suppliers, Country of origin to be marked permanently, conspicuously, and indelibly on the article as the nature of the article will permit and on its container in English.

Solar requires articles with the same part number of different countries of origin to be packed and marked in separate containers e.g.

- PART 12345, QTY 5, COO MX CONTAINER A
- PART 12345, QTY 3, COO US Container B

Sources for guidance regarding COUNTRY-OF-ORIGIN markings, Exceptions and determination:

- Title 19, U.S. Code of Federal Regulations, part 134 https://www.ecfr.gov/current/title-19/chapter-I/part-134
- Marking Exceptions: Part 134.31, 134.32 and 134.33
- Method and location of Marking Imported Articles: Part 134.41 to 134.44
- Approved markings of country name: 134.45 and 134.46
- Shipments that are qualified under USMCA (previously referenced as NAFTA) countries please refer to Title 19, Code of Federal Regulations, Part 102 "Marking rule". https://www.ecfr.gov/current/title-19/chapter-I/part-102

4. GLOBAL SANCTIONS AND OTHER IMPORT REGULATION COMPLIANCE

4.A EUROPE, Switzerland, and United Kingdom restrictions of Iron/Steel products

Effective September 30, 2023, identification and evidence of country of origin is required for all iron and steel products with HS Codes 7206-7229 and 7301-7326 imported into the European Union countries, Switzerland, and the United Kingdom. These restrictions apply to iron and/or steel products originating in Russia and products processed in a third country that contain iron and/or steel products, directly or indirectly, originating from Russia. Solar purchases and exports impacted products to internal and external customers throughout Europe, UK, and Switzerland.

Solar corporate policies:
Do not allow Solar to accept any products of Russian Origin (regardless of HS code), and requires its suppliers to implement the necessary due diligence to provide adequate evidence of compliance for iron/Steel products, including:

- Supplier Declarations – Signed declaration on supplier letterhead including affirmative compliance statements, recognition of sanctions regulations, and applicable Solar part number(s) supplied.
  Note:
  - See Solar Supplier Gateway Webpage for preferred declaration template
  - declarations may be sufficient, but additional supporting documents (e.g. Mill test Certificates) may be required upon request.
- Mill Test Certificates - Including industry standard references (E.G. Heat #, Country of Melt reference).

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Evidence of compliance (supplier declaration and/or Mill test certificate) should be uploaded to Solar Supplier Gateway. See Compliance & Regulations menu for additional upload guidance. https://solarsuppliers.solar.cat.com/home

Regulation References:

- Annex XVII, as per article 3 g of (EU) Council Regulation No 833/2014 concerning 'restrictive measures in view of Russia's actions destabilizing the situation in Ukraine'.
- Schedule 3B, as per Regulation 46IA and 46IB of the (UK) Russia Sanctions Regulations.
- Annex 17, as per decree on measures related to the situation in Ukraine SR 946.231.176.72 of the (CH) Switzerland Regulations.

4.B EU Carbon border Adjustment Mechanism (CBAM)

The Carbon Border Adjustment Mechanism (CBAM) regulation requires EU importers of certain listed goods (Applicable Products include: iron, steel, and aluminum products – Customs chapters 72, 73 and 76) to report carbon emissions information and other details related to the production manufacturing operators and production installation details.

As a global company, parts entering the Solar Turbines network can be shipped worldwide, regardless of entry point. Solar Turbines EU facilities and Solar EU customers may import goods purchased from you and are required to comply with this regulation.

For all applicable products, Solar requires supplier to provide carbon emissions information and other details related to the manufacturer. If you are not the manufacturer, it will be necessary for you to obtain the required information from your upstream supplier/manufacturer.

- This information should be communicated via the CBAM Data Collection Template the European Union has provided for suppliers of CBAM-covered goods.
- The data collection template should be uploaded to the supplier gateway.

Regulation References:

- CBAM EU Website: https://taxation-customs.ec.europa.eu/carbon-border-adjustment-mechanism_en
- CBAM Data Collection Template: https://taxation-customs.ec.europa.eu/carbon-border-adjustment-mechanism_en#guidance

For additional regulation and gateway guidance, see Solar Supplier Gateway Compliance & Regulations menu https://solarsuppliers.solar.cat.com/home

For questions or concerns, please reach out to solartradecompliance@solarturbines.com and copy your buyer for awareness.

4.C. sourcing and technical specification information required for various global compliance requirements

continuously evolving global regulations require Solar Turbines to provide internal and external customers information about products shipped by Solar worldwide. (e.g. EU Deforestation Regulations, Brazil SISCOMEX import registration system, etc.)

Solar requires the support of its suppliers to promptly provide or acknowledge (and pursue obtaining information) upon request.

information may include (but not limited to):

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- PRODUCT NET WEIGHT
- SOURCING INFORMATION (E.G. MANUFACTURER NAME, ADDRESS, CONTACT DETAILS)
- TECHNICAL SPECIFICATION INFORMATION (E.G. DIMENSIONAL DATA, MATERIAL COMPOSITION, MATERIAL/SURFACE/HEAT TREATMENTS, MODEL NUMBERS, OTHER FUNCTION/TECHNICAL CHARACTERISTICS, ETC.).

5. FREE TRADE AGREEMENT CERTIFICATES OF ORIGIN

THE GOODS COVERED UNDER THIS PURCHASE ORDER MAY BE EXPORTED AND MAY BE SUBJECT TO A FREE TRADE AGREEMENT OR OTHER TRADE INITIATIVES. SOLAR TURBINES WILL REQUEST VERIFICATION OF FREE TRADE AGREEMENT ELIGIBILITY IF APPLICABLE.
IF SELLER PROVIDES PREFERENTIAL CERTIFICATE OF ORIGIN, SELLER MUST NOTIFY SOLAR TURBINES AS CHANGES IN QUALIFICATION OR SOURCING OCCUR AT T3_FREE_TRADE_AGREEMENTS@SOLARTURBINES.COM. ACCEPTANCE OR EXECUTION OF A PURCHASE ORDER WILL AFFIRM THAT NO CHANGE HAS OCCURRED SINCE THE LAST NOTIFICATION. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT:
T3_FREE_TRADE_AGREEMENTS@SOLARTURBINES.COM

6. WOOD PACKING MATERIAL

ALL WOOD PACKING MATERIAL MUST BE TREATED, CERTIFIED AND PROPERLY MARKED WITH VISIBLE STAMP AS PER INTERNATIONAL STANDARDS FOR PHYTOSANITARY MEASURES (ISPM) 15.

7. HAZARDOUS MATERIAL

ALL HAZARDOUS MATERIAL SHIPMENTS MUST HAVE THE APPROPRIATE MSDS AND HAZARDOUS MATERIAL DECLARATION INCLUDED WITH SHIPPING DOCUMENTS.

8. INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR)

NOTE: SOLAR TURBINES DOES NOT PRODUCE ITEMS THAT ARE SPECIFICALLY INTENDED FOR OR HAVE BEEN DESIGNED, DEVELOPED, CONFIGURED, ADAPTED OR MODIFIED FOR MILITARY APPLICATIONS. IF SUPPLIER PRODUCES OR SELLS ITEMS TO SOLAR TURBINES THAT FALL UNDER ITAR REGULATIONS, SOLAR REQUIRES PRIOR NOTIFICATION AND PART LABELING/IDENTIFICATION IN ORDER TO APPLY PROPER EXPORT CONTROLS.

9. IMPORTER SECURITY FILING (ISF) REQUIREMENT

SUPPLIERS SHIPPING MATERIAL VIA SEA FREIGHT TO SOLAR U.S. FACILITIES MUST PROVIDE THE ISF REQUIRED INFORMATION 96 HOURS PRIOR TO DEPARTURE OF THE SHIPMENT. SUPPLIERS CAN USE SOLAR TURBINES FORM 4139 OR A FORM PROVIDED BY THE FREIGHT FORWARDER THAT IS RESPONSIBLE FOR MOVING THE SHIPMENT TO THE U.S. COMPLETED FORMS SHOULD BE SENT TO:
T3_GTC_IMPORTS@SOLARTURBINES.COM
THE REQUIRED INFORMATION TO BE INCLUDED ON FORM:

- MANUFACTURE OR SUPPLIER NAME
- SELLER NAME AND ADDRESS
- BUYER NAME AND ADDRESS
- BILL OF LADING NUMBER(S)
- “SHIP TO” NAME AND ADDRESS
- CONTAINER STUFFING LOCATION
- CONSOLIDATOR NAME AND ADDRESS
- IMPORTER OF RECORD NUMBER
- COUNTRY OF ORIGIN
- HARMONIZED TARIFF SCHEDULE NUMBER

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9. CUSTOMS TRADE PARTNERSHIP AGAINST TERRORISM (CTPAT) REQUIREMENT

IF AND TO THE EXTENT A SUPPLIER IS SHIPPING ITEMS FROM JURISDICTIONS OUTSIDE THE UNITED STATES INTO THE UNITED STATES, SUPPLIER ACCEPTS RESPONSIBILITY FOR, AND SHALL IMPLEMENT SECURITY MEASURES TO ENSURE, THE SAFE AND SECURE TRANSPORTATION OF GOODS THROUGHOUT THE SUPPLY CHAIN AND ADHERE TO ALL APPLICABLE SECURITY REQUIREMENTS OF THE COUNTRY IN WHICH IT OPERATES, CONSISTENT WITH THE SECURITY CRITERIA REQUIRED UNDER THE CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM (C-TPAT) SPONSORED BY THE UNITED STATES CUSTOMS AND BORDER PROTECTION AGENCY (CBP).

SUPPLIER SHALL PROMPTLY NOTIFY SOLAR REGARDING ANY IDENTIFIED NON-COMPLIANCE WITH CTPAT OR ITS REQUIREMENTS. SUPPLIER SHALL TAKE NO ACTION THAT ADVERSELY AFFECTS SOLAR'S STATUS UNDER THE CTPAT PROGRAM.

SOLAR HAS MADE AVAILABLE THE "CTPAT IMPORTER MINIMUM SECURITY CRITERIA" PUBLISHED BY CBP AND THE "CATERPILLAR SUPPLY CHAIN SECURITY PROGRAM GUIDELINES" ALONG WITH OTHER DOCUMENTS AND TOOLS ON THE SOLAR SUPPLIER GATEWAY WEBPAGE.

ANY QUESTIONS SHOULD BE DIRECTED TO:

T3_SOLAR_CTPAT@SOLARTURBINES.COM

MORE INFORMATION ON CTPAT MINIMUM SECURITY CRITERIA FOR FOREIGN MANUFACTURERS CAN BE FOUND AT:

https://www.cbp.gov/border-security/ports-entry/cargo-security/ctpat , and/or

SUPPLIER GATEWAY PORTAL (Navigate via: Doing Business with Us → Business Requirements & Regulation → Regulations - Customs Supply Chain Security)

https://supplierconnect.cat.com/q/#page=regulationsCustomsSupplyChainSecurity

IF THERE ARE ANY QUESTIONS REGARDING ANY OF THE INFORMATION IN THIS PURCHASE ORDER NOTE, PLEASE CONTACT YOUR BUYER FOR CLARIFICATION.

10. FREE TRADE AGREEMENT CERTIFICATES OF ORIGIN

THE GOODS COVERED UNDER THIS PURCHASE ORDER MAY BE EXPORTED AND MAY BE SUBJECT TO A FREE TRADE AGREEMENT OR OTHER TRADE INITIATIVES. SOLAR TURBINES WILL REQUEST VERIFICATION OF FREE TRADE AGREEMENT ELIGIBILITY IF APPLICABLE. IF SELLER PROVIDES PREFERENTIAL CERTIFICATE OF ORIGIN, SELLER MUST NOTIFY SOLAR TURBINES AS CHANGES IN QUALIFICATION OR SOURCING OCCUR. ACCEPTANCE OR EXECUTION OF A PURCHASE ORDER WILL AFFIRM THAT NO CHANGE HAS OCCURRED SINCE THE LAST NOTIFICATION.

11. U.S. MANUFACTURED GOODS RETURNING TO THE U.S.

A FOREIGN SHIPPER'S DECLARATION MUST BE INCLUDED WITH THE SHIPPING DOCUMENTS IF RETURNING TO THE U.S. FROM A FOREIGN COUNTRY.

NOTE: FOR U.S. RETURNS AND REPAIRS, THE COUNTRY-OF-ORIGIN MARKING IS ACCEPTABLE IN THE OUTSIDE PACKAGE ONLY (19 CFR 134.32 (M))

12. TOOLING AND OTHER ASSISTS

ASSISTS ARE GOODS TRANSACTED AS FREE OF CHARGE OR AT REDUCED COST AND INCORPORATED, USED OR CONSUMED IN THE PRODUCTION OF THE IMPORTED MERCHANDISE. U.S. CUSTOMS CONSIDERS ASSISTS TO AN UNRELATED SUPPLIER TO BE PART OF THE PRICE PAID OR PAYABLE. IF SOLAR TURBINES PURCHASES OR SUPPLIES TOOLING, CAPITAL EQUIPMENT, PRODUCTION MATERIAL, INTELLECTUAL PROPERTY OR ANY OTHER ASSIST (GOODS) TO A NON-U.S. SUPPLIER AT NO COST OR AT A REDUCED COST, THIS INFORMATION MUST BE COMMUNICATED BY USING THE ASSIST REPORTING FORM (NUMBER 4067) TO THE IMPORT SPECIALIST VIA THE T3_LOGISTICS_IMPORT@SOLARTURBINES.COM ACCOUNT WITH A COPY TO THE BUYER AT SOLAR WHO AUTHORIZED THE PURCHASE.

* 5.1 DEFINITION OF "ASSISTS" CAN BE FOUND IN THE 19 U.S. CODE SECTION 1401A.

13. WOOD PACKING

ALL WOOD PACKING MATERIAL MUST BE TREATED AND CERTIFIED AS PER INTERNATIONAL STANDARDS FOR PHYTOSANITARY MEASURES (ISPM) 15.

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14. Hazardous Material

All hazardous material shipments must have the appropriate MSDS and hazardous material declaration included with shipping documents.

15. ITAR (International Traffic in Arms Regulations)

Solar Turbines does not produce items that are specifically intended for or have been designed, developed, configured, adapted or modified for military applications.

i. ISF: IMPORTER SECURITY FILING REQUIREMENTS (Required for all ocean freight shipments bound for the U.S.)

Suppliers shipping material via sea freight to Solar U.S. facilities must provide the required information 96 hours prior to departure of the ocean shipment, on Solar's preferred form wherever possible, to

T3_Logistics_Import@solarturbines.com

The required information is:

- **Manufacturer (or supplier** name), defined as the entity that last manufactures, assembles, produces, or grows the commodity OR the suppliers of the finished goods in the country from which they are leaving
- **Seller name and address**, defined as the last known entity to which the goods are sold or agreed to be sold
- **Buyer name and address**, defined as the last known entity to whom the goods are sold or agreed to be sold. If there is no sale, report the owner of the goods on the declaration.
- **Ship to name and address**, defined as the first known location or deliver-to-party scheduled to physically receive the goods after the goods have been released from US Customs
- **Container Stuffing Location**, defined as the name and address of the "physical" location where the goods were loaded into a container for shipping
- **Consolidator name and address**, defined as the name and address of the party that loaded the container or arranged for the loading of the container
- **Importer of Record number**, defined as the importer identification as listed on the entry summary.
- **Consignee number**, defined as the importer identification number that is currently reported as the ultimate consignee on the entry summary
- **Country of origin**, defined as the same country of origin as reported on the entry summary
- **Commodity / HTS Number**, defined as the current HTS number, provided to at least 6 digits but no more than 10 digits, for each commodity contained in the shipment.

17. C-TPAT Requirement

If and to the extent a supplier is shipping items from jurisdictions outside the United States into the United States, supplier accepts responsibility for, and shall implement security measures to ensure, the safe and secure transportation of goods throughout the supply chain and adhere to all applicable security requirements of the country in which it operates, consistent with the security criteria required under the Customs-Trade Partnership Against Terrorism (C-TPAT) sponsored by the United States and Border Protection Agency (CBP).
Supplier shall promptly notify Solar regarding any identified non-compliance with C-TPAT or its requirements. Supplier shall take no action that adversely affects Solar's status under the C-TPAT program.

Solar has made available the "C-TPAT Importer Security Criteria" published by CBP and the "CAT Supply Chain Security Program Guidelines" along with other documents and tools on the Solar Supplier Gateway webpage. Any questions should be directed to:

T3_solar_ctpat@solarturbines.com

Link to the Supplier Gateway portal: https://mysolarsecured.cat.com/en/service-support/supplier-gateway.html

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MORE INFORMATION ON C-TPAT SECURITY CRITERIA FOR FOREIGN MANUFACTURERS CAN BE FOUND AT WWW.CBP.GOV.

IF THERE ARE ANY QUESTIONS REGARDING ANY OF THE INFORMATION IN THIS PURCHASE ORDER NOTE, PLEASE CONTACT YOUR BUYER FOR CLARIFICATION.

HM01 CONTRACTORS AND THEIR SUBCONTRACTORS SHALL BE HELD FINANCIALLY RESPONSIBLE FOR THE PAYMENT OF FINES IMPOSED ON SOLAR TURBINES INCORPORATED BY FEDERAL, STATE, AND LOCAL AGENCIES FOR ILLEGALLY DISPOSING OF HAZARDOUS MATERIALS BY DUMPING THEM DOWN DRAINS, OPEN SEWERS, HOLES IN THE GROUND, OR DIRECTLY ONTO THE GROUND. CONTRACTORS AND THEIR SUBCONTRACTORS SHALL ALSO BE HELD FINANCIALLY RESPONSIBLE FOR THE REMOVAL AND DISPOSITION OF ILLEGALLY DUMPED HAZARDOUS MATERIALS.

HM02 DOMESTIC SHIPMENT-TRANSPORT ENTIRELY BY HIGHWAY

HAZARDOUS MATERIALS TO BE CLASSIFIED, PACKED, MARKED AND LABELLED IN ACCORDANCE WITH PERFORMANCE ORIENTED PACKAGING (POP) STANDARDS FOR INTERNATIONAL TRANSPORTATION AS GIVEN IS U.S. DOT DOCKET HM-181, FINAL RULE, AMENDING 49 C.F.R. PART 107 ET AL, EFFECTIVE 1-1-91, AND ANY SUBSEQUENT CHANGES THERETO.

SHIP FULLY WET IN UN 4G FIBERBOARD BOXES OR BETTER ON PALLETS, SHRINK WRAPPED TO PROTECT AGAINST MOISTURE.

THE EXTERIOR OF THE PACKAGING SHALL INCLUDE THE FOLLOWING NOTATION:

BATTERIES, WET, FILLED WITH ALKALI OR ACID (AS APPROPRIATE).

THE SOLAR PURCHASE ORDER NUMBER, PROJECT DEFINITION NUMBER, JOB NAME, AND SOLAR PART NUMBER SHALL BE MARKED ON THE PACKAGE EXTERIOR.

BATTERIES SHALL BE PACKAGED WITH A MAXIMUM OF ONE COMPLETE ASSEMBLY PER PACKAGE. ONE ASSEMBLY MAY BE SHIPPED IN MORE THAN ONE PACKAGE WITH EACH PACKAGE CLEARLY MARKED INCLUDING "PACKAGE (X) OF (TOTAL).

SUPPLIER SHALL INCLUDE WITH THE SHIPPING DOCUMENTATION A CERTIFICATE OF COMPLIANCE SPECIFICALLY RESTATING EACH OF THE ABOVE PACKING AND MARKING REQUIREMENTS AND CERTIFYING COMPLIANCE WITH EACH REQUIREMENT.

HM03 SEA FREIGHT

HAZARDOUS MATERIALS TO BE CLASSIFIED, PACKED, MARKED AND LABELLED IN ACCORDANCE WITH PERFORMANCE ORIENTED PACKAGING (POP) STANDARDS FOR INTER- NATIONAL TRANSPORTATION AS GIVEN IS U.S. DOT DOCKET HM-181, FINAL RULE, AMENDING 49 C.F.R. PART 107 ET AL, EFFECTIVE 1-1-91, AND ANY SUBSEQUENT CHANGES THERETO.

OVERPACK UN 4G FIBERBOARD BOXES INTO WOODED SLATTED CRATE(S) OR BETTER, WITH SHRINK WRAP LINER AROUND FIBERBOARD BOXES TO PREVENT EXTERNAL MOISTURE DAMAGE. SHIP WITH RESIDUE OF ELECTROLYTE ONLY.

THE EXTERIOR OF THE PACKAGING SHALL INCLUDE THE FOLLOWING NOTATION:

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BATTERIES, WET, FILLED WITH ACID OR ALKALI (AS APPROPRIATE) PLUS RESIDUE, LAST CONTAINED ALKALI OR ACID (AS APPROPRIATE). FOR BATTERIES THAT ARE TOTALLY DRY, CONTAINING NO RESIDUE, PACKAGING MAY BE BEST COMMERCIAL PRACTICE FOR DOMESTIC HIGHWAY SHIPMENTS.
SOLAR WILL CONSOLIDATE THE BATTERIES WITH OTHER EQUIPMENT FOR SHIPMENT TO THE JOB SITE.

THE SOLAR PURCHASE ORDER NUMBER, PROJECT DEFINITION NUMBER, JOB NAME, AND SOLAR PART NUMBER SHALL BE MARKED ON THE PACKAGE EXTERIOR.

BATTERIES SHALL BE PACKAGED WITH A MAXIMUM OF ONE COMPLETE ASSEMBLY PER PACKAGE. ONE ASSEMBLY MAY BE SHIPPED IN MORE THAN ONE PACKAGE WITH EACH PACKAGE CLEARLY MARKED INCLUDING "PACKAGE (X) OF (TOTAL).

THE NOTATION "PACKAGED FOR EXPORT" SHALL APPEAR ON THE BILL OF LADING AND PACK SLIP.
SUPPLIER SHALL INCLUDE WITH THE SHIPPING DOCUMENTATION A CERTIFICATE OF COMPLIANCE SPECIFICALLY RESTATING EACH OF THE ABOVE PACKING AND MARKING REQUIREMENTS AND CERTIFYING COMPLIANCE WITH EACH REQUIREMENT.

HM04 AIR FREIGHT

HAZARDOUS MATERIALS TO BE CLASSIFIED, PACKED, MARKED AND LABELLED IN ACCORDANCE WITH PERFORMANCE ORIENTED PACKAGING (POP) STANDARDS FOR INTER- NATIONAL TRANSPORTATION AS GIVEN IS U.S. DOT DOCKET HM-181, FINAL RULE, AMENDING 49 C.F.R. PART 107 ET AL, EFFECTIVE 1-1-91, AND ANY SUBSEQUENT CHANGES THERETO.

PACKAGE IN UN 4G FIBERBOARD BOXES OR BETTER, WITH ABSORBENT MATERIAL AND ELECTROLYTE-PROOF LINER. SHIP WITH RESIDUE OR ELECTROLYTE ONLY.

THE EXTERIOR OF THE PACKAGING SHALL INCLUDE THE FOLLOWING NOTATION:

BATTERIES, WET, FILLED WITH ACID OR ALKALI (AS APPROPRIATE) PLUS RESIDUE LAST CONTAINED ALKALI OR ACID (AS APPROPRIATE).

FOR BATTERIES THAT AE TOTALLY DRY, CONTAINING NO RESIDUE, PACKAGING MAY BE BEST COMMERCIAL PRACTICE FOR DOMESTIC HIGHWAY SHIPMENTS. SOLAR WILL CONSOLIDATE THE BATTERIES WITH OTHER EQUIPMENT FOR SHIPMENT TO THE JOB SITE.

THE SOLAR PURCHASE ORDER NUMBER, PROJECT DEFINITION NUMBER, JOB NAME, AND SOLAR PART NUMBER SHALL BE MARKED ON THE PACKAGING EXTERIOR.

BATTERIES SHALL BE PACKAGED WITH A MAXIMUM OF ONE COMPLETE ASSEMBLY PER PACKAGE. ONE ASSEMBLY MAY BE SHIPPED IN MORE THAN ONE PACKAGE WITH EACH PACKAGE CLEARLY MARKED INCLUDING "PACKAGE (X) OF (TOTAL).

THE NOTATION "PACKAGED FOR EXPORT" SHALL APPEAR ON THE BILL OF LADING AND PACK SLIP.

SUPPLIER SHALL INCLUDE WITH THE SHIPPING DOCUMENTATION A CERTIFICATE OF COMPLIANCE SPECIFICALLY RESTATING EACH OF THE ABOVE PACKING AND MARKING REQUIREMENTS AND CERTIFYING COMPLIANCE WITH EACH REQUIREMENT.

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HM05 CONTRACTOR AND ITS SUBCONTRACTORS SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS, AND RULES AND REGULATIONS PROMULGATED THEREUNDER, INCLUDING, BUT NOT LIMITED TO, THE FEDERAL REQUIREMENTS SPECIFIED IN 40 CODE OF FEDERAL REGULATIONS (CFR) PART 82 ENTITLED "PROTECTION OF THE STRATOSPHERIC OZONE. THESE REGULATIONS, AMONG OTHER ITEMS, PROHIBIT VENTING OF REFRIGERANTS TO THE ATMOSPHERE WHEN SERVICING OR REPAIRING EQUIPMENT AND REQUIRE THE UTILIZATION OF TECHNICIANS AND RECYCLING EQUIPMENT CERTIFIED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY. CONTRACTOR SHALL OBTAIN THIS SAME AGREEMENT (INCLUDING THE INDEMNIFICATION PROVISION BELOW) FROM ITS SUBCONTRACTORS IN WRITING, A COPY OF WHICH SHALL BE FORWARDED TO THE PURCHASING DEPARTMENT AT SOLAR TURBINES INCORPORATED ("SOLAR") BEFORE ANY EMPLOYEE OF A SUBCONTRACTOR BEGINS WORK FOR SOLAR. CONTRACTOR AGREES TO INDEMNIFY AND HOLD SOLAR HARMLESS AGAINST ANY AND ALL FEES, COSTS AND EXPENSES INCURRED BY SOLAR AS A RESULT OF NONCOMPLIANCE BY CONTRACTOR OR ITS SUBCONTRACTORS WITH APPLICABLE LAWS, RULES AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO, FINES IMPOSED ON SOLAR BY FEDERAL, STATE OR LOCAL GOVERNMENTAL AGENCIES, COSTS INCURRED AS A RESULT OF CITIZEN/PRIVATE PLAINTIFF LAWSUITS, AND ATTORNEYS' FEES AND DISBURSEMENTS.

HZ01 AS REQUIRED BY THE OSHA HAZARD COMMUNICATION STANDARD, SUPPLIER SHALL PROVIDE A CURRENT MATERIAL SAFETY DATA SHEET FOR ALL HAZARDOUS MATERIALS SHIPPED TO SOLAR TURBINES. SUPPLIER SHALL FORWARD THE MSDS DIRECTLY TO THE BUYER BY MAIL OR FACSIMILE.

HZ02 HAZARDOUS MATERIALS TO BE CLASSIFIED, PACKED, MARKED AND LABELLED IN ACCORDANCE WITH PERFORMANCE ORIENTED PACKAGING (POP) STANDARDS FOR INTERNATIONAL TRANSPORTATION AS GIVEN IN U.S. DOT DOCKET HM-181, FINAL RULE, AMENDING 49 C.F.R. PART 107 ET AL, EFFECTIVE 1-1-91, AND ANY SUBSEQUENT CHANGES THERETO.

HZ03 SELLER SHALL BE RESPONSIBLE FOR SHIPMENT OF THE GOODS. AS SUCH, SELLER SHALL ENSURE COMPLIANCE WITH ALL INTERNATIONAL AND NATIONAL GOVERNMENTAL LAWS APPLICABLE TO THE TRANSPORTATION OF HAZARDOUS MATERIALS. SELLER, ITS AGENTS, OR REPRESENTATIVES SHALL MAKE FOR THEMSELVES AND ON THEIR OWN BEHALF ANY AND ALL CERTIFICATIONS OR DECLARATIONS NECESSARY TO CONFORM WITH SUCH LAWS AND REGULATIONS. SELLER AGREES TO INDEMNIFY, DEFEND AND HOLD BUYER HARMLESS FROM AND AGAINST ALL FINES, PENALTIES, CLAIMS AND LOSSES ARISING FROM OR RELATED TO ANY FAILURE OF SELLER AND THE GOODS AND SERVICES TO CONFORM WITH ALL SUCH LAWS AND REGULATIONS.

KM01 THE FOLLOWING STANDARD NOTES APPLY TO THIS PURCHASE ORDER.

GTC01 – PLEASE REFER TO NOTE LOCATED ABOVE

** HAZARDOUS MATERIAL REQUIREMENTS **

HZ01

AS REQUIRED BY THE OSHA HAZARD COMMUNICATION STANDARD, SUPPLIER SHALL PROVIDE A CURRENT MATERIAL SAFETY DATA SHEET FOR ALL HAZARDOUS MATERIALS SHIPPED TO SOLAR TURBINES. SUPPLIER SHALL FORWARD THE MSDS DIRECTLY TO THE BUYER BY MAIL OR FACSIMILE.

HZ02

HAZARDOUS MATERIALS TO BE CLASSIFIED, PACKED, MARKED AND LABELLED IN ACCORDANCE WITH PERFORMANCE ORIENTED PACKAGING (POP) STANDARDS FOR INTERNATIONAL TRANSPORTATION AS GIVEN IN U.S. DOT DOCKET HM-181, FINAL RULE, AMENDING 49 C.F.R. PART 107 ET AL, EFFECTIVE 1-1-91, AND ANY SUBSEQUENT CHANGES THERETO.

** RESALE **

RS01

THE ITEMS CONTAINED IN THIS PURCHASE ORDER ARE FOR RESALE.

** SPECIFICATIONS **

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ES05
SEE PAGE 17

CONTACT THE SOLAR BUYER FOR INSTRUCTIONS IF THE DRAWING REFERENCES AN ENGINEERING SPECIFICATION (ES) THAT IS NOT LISTED ABOVE.

KM02 STANDARD NOTE GROUPING

THE FOLLOWING STANDARD NOTES APPLY TO THIS PURCHASE ORDER.

** AVAILABILITY **
AV06
SUPPLIER MUST MAKE EVERY EFFORT TO DELIVER

PARTS BY THE BUYER'S NEED DATE OF _____. NO ADDITIONAL COSTS MAY BE CHARGED FOR THESE EFFORTS WITHOUT THE BUYER'S EXPRESS PRIOR APPROVAL.

GTC01 – PLEASE REFER TO NOTE LOCATED ABOVE

** HAZARDOUS MATERIAL REQUIREMENTS **
HZ01
AS REQUIRED BY THE OSHA HAZARD COMMUNICATION STANDARD, SUPPLIER SHALL PROVIDE A CURRENT MATERIAL SAFETY DATA SHEET FOR ALL HAZARDOUS MATERIALS SHIPPED TO SOLAR TURBINES. SUPPLIER SHALL FORWARD THE MSDS DIRECTLY TO THE BUYER BY MAIL OR FACSIMILE.

HZ02
HAZARDOUS MATERIALS TO BE CLASSIFIED, PACKED, MARKED AND LABELLED IN ACCORDANCE WITH PERFORMANCE ORIENTED PACKAGING (POP) STANDARDS FOR INTERNATIONAL TRANSPORTATION AS GIVEN IN U.S. DOT DOCKET HM-181, FINAL RULE, AMENDING 49 C.F.R. PART 107 ET AL, EFFECTIVE 1-1-91, AND ANY SUBSEQUENT CHANGES THERETO.

** RESALE **
RS01
THE ITEMS CONTAINED IN THIS PURCHASE ORDER ARE FOR RESALE.

KM03 THE FOLLOWING STANDARD NOTES APPLY TO THIS PURCHASE ORDER.

GTC01 – PLEASE REFER TO NOTE LOCATED ABOVE

** HAZARDOUS MATERIAL REQUIREMENTS **
HZ01
AS REQUIRED BY THE OSHA HAZARD COMMUNICATION STANDARD, SUPPLIER SHALL PROVIDE A CURRENT MATERIAL SAFETY DATA SHEET FOR ALL HAZARDOUS MATERIALS SHIPPED TO SOLAR TURBINES. SUPPLIER SHALL FORWARD THE MSDS DIRECTLY TO THE BUYER BY MAIL OR FACSIMILE.

HZ02
HAZARDOUS MATERIALS TO BE CLASSIFIED, PACKED, MARKED AND LABELLED IN ACCORDANCE WITH PERFORMANCE ORIENTED PACKAGING (POP) STANDARDS FOR INTERNATIONAL TRANSPORTATION AS GIVEN IN U.S. DOT DOCKET HM-181, FINAL RULE, AMENDING 49 C.F.R. PART 107 ET AL, EFFECTIVE 1-1-91, AND ANY SUBSEQUENT CHANGES THERETO.

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** REPAIR/REWORK REQUIREMENTS **
RR03
SUPPLIER SHALL ADVISE OF BEST DELIVERY DATE WITHIN ONE WEEK OF RECEIPT OF PARTS OR MATERIAL.

RR04
UPON SHIPMENT OF REPLACEMENT OR ACCEPTABLE REWORKED PARTS, SUPPLIER MAY INVOICE FOR THE AMOUNT(S) ON THE REFERENCED DEBIT MEMO/SHIPPER.

RR06

THE SUPPLIER IS TO PROVIDE A NO-CHARGE FAILURE ANALYSIS REPORT WITHIN 30 DAYS OF RECEIPT OF THE PART(S). FAX THE REPORT DIRECTLY TO THE BUYER. BOTH THE REPORT AND THE REPAIR QUOTATION MUST BE APPROVED BY THE BUYER PRIOR TO PROCEEDING WITH ANY REWORK OR REPLACEMENT.

** RESALE **
RS01
THE ITEMS CONTAINED IN THIS PURCHASE ORDER ARE FOR RESALE.

KM04 THE FOLLOWING STANDARD NOTES APPLY TO THIS PURCHASE ORDER.

GTC01 – PLEASE REFER TO NOTE LOCATED ABOVE

** HAZARDOUS MATERIAL REQUIREMENTS **
HZ01
AS REQUIRED BY THE OSHA HAZARD COMMUNICATION STANDARD, SUPPLIER SHALL PROVIDE A CURRENT MATERIAL SAFETY DATA SHEET FOR ALL HAZARDOUS MATERIALS SHIPPED TO SOLAR TURBINES. SUPPLIER SHALL FORWARD THE MSDS DIRECTLY TO THE BUYER BY MAIL OR FACSIMILE.

HZ02
HAZARDOUS MATERIALS TO BE CLASSIFIED, PACKED, MARKED AND LABELLED IN ACCORDANCE WITH PERFORMANCE ORIENTED PACKAGING (POP) STANDARDS FOR INTERNATIONAL TRANSPORTATION AS GIVEN IN U.S. DOT DOCKET HM-181, FINAL RULE, AMENDING 49 C.F.R. PART 107 ET AL, EFFECTIVE 1-1-91, AND ANY SUBSEQUENT CHANGES THERETO.

** REPAIR/REWORK REQUIREMENTS **
RR01
THIS IS A WARRANTY REPAIR. THE SUPPLIER IS TO PROVIDE A NO-CHARGE FAILURE ANALYSIS REPORT WITHIN 30 DAYS OF RECEIPT OF THE PART(S). FAX THE FAILURE REPORT DIRECTLY TO THE BUYER. IF WARRANTY RESPONSIBILITY IS DISCLAIMED, INCLUDE REASONS WHY IN THE REPORT AND CONTACT THE BUYER DIRECTLY

RR03
SUPPLIER SHALL ADVISE OF BEST DELIVERY DATE WITHIN ONE WEEK OF RECEIPT OF PARTS OR MATERIAL.

RR04
UPON SHIPMENT OF REPLACEMENT OR ACCEPTABLE REWORKED PARTS, SUPPLIER MAY INVOICE FOR THE AMOUNT(S) ON THE REFERENCED DEBIT MEMO/SHIPPER.

** RESALE **
RS01

Caterpillar: Confidential Yellow

THE ITEMS CONTAINED IN THIS PURCHASE ORDER ARE FOR RESALE.

LE01 SO LONG AS LESSEE IS NOT IN DEFAULT OF LEASE, NEITHER LESSOR NOR LESSOR'S ASSIGNEE SHALL INTERFERE WITH THE LESSEE'S USE OR POSSESSION OF THE EQUIPMENT DURING THE TERM OF THIS LEASE.

LE02 LESSOR MAY FROM TIME TO TIME ASSIGN ALL OR A PORTION OF ITS RIGHT, TITLE, AND INTEREST IN, TO AND UNDER THIS LEASE AND/OR THE EQUIPMENT AND GRANT A SECURITY INTEREST IN SUCH RIGHT, TITLE AND INTEREST UNDER THIS LEASE AND/OR THE EQUIPMENT TO A LENDER (THE "ASSIGNEE"). LESSEE HEREBY (1) CONSENTS TO SUCH ASSIGNMENT AND/OR GRANT, (2) AGREES TO PROMPTLY ACKNOWLEDGE SUCH ASSIGNMENT AND/OR GRANT, AND (3) AGREES TO COMPLY FULLY WITH THE TERMS OF ANY SUCH ASSIGNMENT AND/OR GRANT UNLESS THEY MATERIALLY ALTER THE TERMS OF THE LEASE, IN WHICH CASE THE LESSEE SHALL HAVE THE OPTION TO TERMINATE THE LEASE UPON 30 DAY NOTICE. UPON ANY SUCH ASSIGNMENT OR GRANT, ALL REFERENCES HEREIN TO LESSOR SHALL INCLUDE THE ASSIGNEE, WHETHER OR NOT SPECIFIC REFERENCE IS OTHERWISE MADE TO SUCH ASSIGNEE.

LE03 IN THE EVENT THAT INVESTMENT TAX CREDITS (ITC'S) BECOME AVAILABLE UNDER FEDERAL LAW WITH RESPECT TO THE PURCHASE OR LEASE OF ANY OF THE EQUIPMENT, SUCH ITC'S SHALL VEST IN, BE MADE AVAILABLE TO AND INURE TO THE BENEFIT OF LESSEE. LESSOR SHALL TAKE ALL COMMERCIALLY REASONABLE ACTIONS WHICH ARE NECESSARY, INCLUDING EXECUTION OF ADDITIONAL DOCUMENTS WHICH MAY BE NECESSARY TO EVIDENCE THE TRANSFER OF, TITLE IN AND BENEFIT OF SUCH ITC'S TO LESSEE. TO THE EXTENT THAT LESSOR IS OTHERWISE UNABLE TO TRANSFER OR TO VEST THE BENEFIT OF SUCH ITC'S IN LESSEE, LESSOR SHALL ADJUST THE LEASE RATE IN SUCH A MANNER THAT THE LEASE RATE SHALL REFLECT THE FULL BENEFIT OF SUCH ITC'S TO LESSEE.

M01 ALL VERBAL OR WRITTEN COMMUNICATION REFERRING TO THIS PURCHASE ORDER MUST BE THROUGH BUYER'S PURCHASING DEPARTMENT. ALL WRITTEN COMMUNICATION MUST REFERENCE THE PURCHASE ORDER NUMBER.

PKG-1 PACKAGING & SHIPPING GUIDE REV. 8 EFF. DATE: 10/18/2021

PACKAGING AND SHIPPING MATERIALS, CONTAINERS, LABELING, AND DOCUMENTATION MUST CONFORM TO SOLAR TURBINES INCORPORATED PACKAGING AND SHIPPING GUIDE, PUBLICATION NUMBER PKG-1, 2021, REV 8.

RR01 PARTS ARE BEING RETURNED FOR REPAIR OR REPLACEMENT UNDER WARRANTY. IF WARRANTY RESPONSIBILITY IS DISCLAIMED, SUPPLIER MUST PROVIDE BUYER WITH JUSTIFICATION AND A FAILURE ANALYSIS INCLUDING A REPAIR QUOTATION.

RR02 SUPPLIER IS TO DISPOSE OF THE RETURNED UNITS BY SALVAGE AND/OR SCRAP, WHICHEVER IS MORE ECONOMICALLY FEASIBLE. SUPPLIER MUST GIVE BUYER WRITTEN NOTICE OF THE ACTION TAKEN ALONG WITH AN ACCOUNTING FOR ANY DOLLAR AMOUNTS OVER AND ABOVE REASONABLE EXPENSES.

RR03 SUPPLIER SHALL ADVISE OF BEST DELIVERY DATE WITHIN ONE WEEK OF RECEIPT OF PARTS OR MATERIAL.

RR04 UPON SHIPMENT OF REPLACEMENT OR ACCEPTABLE REWORKED PARTS, SUPPLIER MAY INVOICE FOR THE AMOUNT(S) ON THE REFERENCED DEBIT MEMO/SHIPPER

RR05 REWORK COST MAY NOT EXCEED THE AMOUNT ON THIS ORDER. IF COST IS EXPECTED TO EXCEED THIS, DO NOT PROCEED WITHOUT APPROVAL FROM THE BUYER.

RR06 SELLER SHALL ADVISE CHARGES PRIOR TO PROCEEDING WITH REPAIR.

RS01 RESALE REV. 2 EFF. DATE: 07/08/2014

THE ITEMS CONTAINED IN THIS PURCHASE ORDER ARE FOR RESALE.

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SF02 ALL MATERIAL SHIPPED ON THE REFERENCED DEBIT MEMO/SHIPPER IS OWNED BY THE BUYER.

SF03 ALL MATERIAL SHIPPED ON THE REFERENCED DEBIT MEMO/SHIPPER IS GOVERNMENT-OWNED MATERIAL.

SH01 EACH SHIPMENT MUST INCLUDE TWO (2) PACKING SLIPS WITH THE FOLLOWING INFORMATION LISTED:
1) CONTRACT NUMBER
2) REQUISITION NUMBER, WHERE APPLICABLE
3) PART NUMBER AND CORRESPONDING ITEM NUMBER
4) ACCOUNT NUMBER
5) MANUFACTURING ORDER NUMBER AND/OR SALES ORDER NUMBER
6) IN-PLANT DELIVERY POINT
7) NAME OF AUTHORIZED ORDERING AGENT.

WHERE POSSIBLE, SUPPLIER SHALL SHIP ONE ITEM PER PACKING SLIP.

SH02 SELLER MUST INVOICE PER SHIPMENT.

SH03 SHIPMENTS OF PARTS COVERED BY THIS ORDER ARE TO BE MADE BY SELLER, VIA CARRIER(S) DESIGNATED ON THE FACE THE ORDER. SHIPMENTS RECEIVED TEN DAYS PRIOR TO SELLER COMMITMENT WILL BE RETURNED FREIGHT COLLECT.

SH04 Obsolete 4/10/2009
SH10 Obsolete 4/10/2009
SH11 Obsolete 4/10/2009
SH12 Obsolete 4/10/2009
SH13 Obsolete 4/10/2009

SH14 THE DELIVERY DATES FOR EACH ITEM ON THIS ORDER ARE SOLAR'S ON-DOCK DATES. WHEN SHIPPING ITEMS, SUPPLIER MUST ALLOW ADEQUATE TIME FOR TRANSPORTATION IN ORDER TO ENSURE THAT THE ON-DOCK DATES ARE MET.

SH15 Obsolete 4/10/2009
SH18 Obsolete 4/10/2009
SH18A Obsolete 4/10/2009
SH18C Obsolete 4/10/2009

TL01 TOOLING AND/OR GAGES FURNISHED BY THE BUYER MUST BE RETURNED UPON COMPLETION OF THE ORDER, OR UPON BUYER'S REQUEST.

TL02 WHEN TOOLS ARE COMPLETE THE SUPPLIER WILL SUBMIT A DETAILED TOOLING LIST (FORM 1946 "CERTIFIED TOOL AND TEST EQUIPMENT"). BUYER WILL ASSIGN TOOLING NUMBERS TO THE LIST FOR BRANDING BY THE SUPPLIER.

TL03 SUPPLIER'S TOOL DESIGNS MUST BE SUBMITTED TO BUYER FOR REVIEW PRIOR TO COMMENCING WORK.

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TL05 WHERE GENERAL PROVISIONS' PARAGRAPH 6 CONFLICTS WITH THE FOLLOWING NOTE, THE NOTE WILL TAKE PRECEDENCE:

"SUPPLIER WILL RETAIN POSSESION OF TOOLING AND AGREES TO:

A) BRAND TOOLING WITH THE BUYERS PART NUMBER.

B) RETAIN TOOLING AND TO MAINTAIN IT IN USABLE, SERVICEABLE CONDITION, AT NO COST TO THE BUYER.

C) USE TOOLING ONLY IN CARRYING OUT THE ORDER OR AS OTHERWISE AUTHORIZED BY THE BUYER."

TL09 SUPPLIER SHALL BRAND TOOLING AS FOLLOWS:

- TOOL NUMBER:
- TOOL NAME:
- PART NUMBER:
- TOOL OWNERSHIP:
- TOOL DESIGN CHANGE LETTER:
- COMPLETION DATE:

TL10 ACCEPTANCE OF NON-CONFORMING TOOLS IS THE PREROGATIVE OF SOLAR. NON-CONFORMING TOOLS MAY BE PRESENTED FOR CONSIDERATION ON SOLAR FORM 836, SUPPLIER DISPOSITION REQUEST (SDR). UNLESS OTHERWISE INSTRUCTED, ALL NON-CONFORMING TOOLS SHALL BE HELD BY THE SUPPLIER UNTIL THE SDR HAS BEEN DISPOSITIONED BY SOLAR. BEFORE SHIPMENT, TOOLS ACCEPTED FOR DELIVERY TO SOLAR MUST BE PERMANENTLY MARKED WITH THE SDR NUMBER IN COMPLIANCE WITH THE ENGINEERING DRAWING IDENTIFICATION REQUIREMENTS. THE SUPPLIER SHALL RECORD THE SDR NUMBER ON THE DOCUMENTS SHIPPED WITH THE TOOL AND INCLUDE A COPY OF THE DISPOSITIONED SDR WITH THOSE DOCUMENTS.

T01 TRAVEL EXPENSES WILL BE ACCOMPANIED BY AN EXPENSE REPORT APPROVED BY THE SOLAR DEPARTMENT MANAGER. RECEIPTS FOR TRAVEL, MEALS, AND MISCELLANEOUS EXPENSES OVER $15.00 ARE REQUIRED. TRAVEL EXPENSES THAT RESULT IN THE LEAST COST TO SOLAR IS THE STANDARD FOR ALL TRAVEL. SOLAR'S CORPORATE TRAVEL AND ENTERTAINMENT GUIDLINES ARE INCORPORATED HEREIN AND APPLY TO THIS ORDER.

W02 SUPPLIER MUST BE ABLE TO PROCESS SOLAR REQUIREMENTS WHEN THE SCHEDULED DELIVERIES FIRST REACH INTO THE YEAR 2000, AND SUPPLIER IS REQUIRED TO PROVIDE AN UNINTERRUPTED FLOW OF PRODUCTS AND/OR SERVICES WHEN THE DATE CHANGES TO THE YEAR 2000.

W05 SUPPLIER REPRESENTS AND WARRANTS THAT IT IS DULY LICENSED AND/OR AUTHORIZED TO PERFORM THE WORK UNDER THIS P.O. BY ALL THE APPLICABLE LOCAL, STATE, AND FEDERAL AGENCIES, AND GUARANTEES THAT ALL EQUIPMENT PROVIDED HEREUNDER IS IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH BY THESE AGENCIES.

43DOC PRIOR TO OR CONCURRENT WITH SHIPPING THE PART(S), THE SUPPLIER IS TO PROVIDE OPERATION & MAINTENANCE INSTRUCTIONS AND A COSTED LIST OF RECOMMENDED SPARE PARTS. REFERENCE SOLAR PART NUMBER AND SALES ORDER, IF AVAILABLE. IF PART IS NOT FIELD SERVICEABLE, SUPPLIER TO PROVIDE STATEMENT TO THAT EFFECT. SEND DOCUMENTS TO: SOLAR TURBINES INC. C/O DOCUMENTATION CONTROL, TECHNICAL PUBLICATION DEPT., 4200 RUFFIN ROAD, SAN DIEGO, CA 92123. QUESTIONS SHOULD BE DIRECTED TO DOCUMENTATION CONTROL 619/694-6974

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