

Purchase Terms

1. KPI/SLA

- 1.1. Supplier shall comply with EDF's standard supplier service level agreement as stated in the chart in Section 1.2 below.
- 1.2. EDF reserves the right to increase or decrease the number or threshold of Key Performance Indicators (KPI) based on the project and updated in the provided purchase order.

| | Key Performance Indicator (KPI) | Service Level | Performance Threshold | Measurement and/or Indicators |
|---|---------------------------------|--|-----------------------|--|
| 1 | Quotation Timeline | 48 hrs (unless otherwise agreed by the Parties) for returning quotations to the request from the time final specification is provided. | 98% | The management information will show: <ul style="list-style-type: none"> • # of quote requests • # of late quotations • % of performance |
| 2 | Project Completion Timeline | All projects should be completed within the agreed timeline set with EDF project contact | 99% | The management information will show: <ul style="list-style-type: none"> • # of projects • # of projects completed late • % of performance |
| 3 | Quality to Standards | Ensure minimal re-work required due to failure to meet quality standards | 98% | The management information will show: <ul style="list-style-type: none"> • # of projects that failed to meet applicable standards • # of projects completed • % of performance |
| 4 | Complaints | All EDF inquiries/complaints acknowledged within one (1) business day. All complaints resolved and/or action plan proposed within five (5) business days. | 98% | The management information will show: <ul style="list-style-type: none"> • The name and department details of complaint • Dates of initial complaint through final resolution • Detail of complaint • Resolution • Impact |
| 5 | Major Incident | Actual breach of Agreement or Terms with a measurable impact | 99% | <ul style="list-style-type: none"> • Addressed as encountered |
| 6 | Operational Incident | Loss of capacity to complete projects or significant part of projects for a period of up to one (1) business day, not including a Force Majeure event | 99% | <ul style="list-style-type: none"> • Addressed as encountered |

2. Quotes

- 2.1. From time-to-time EDF will request Supplier provide pricing for a project that EDF is contemplating engaging with Supplier.
- 2.2. This request from EDF does not imply or guarantee an order or any volume of work.
- 2.3. If Supplier does not believe they are able to fulfill the request for quotation, then within one (1) business day Supplier will notify EDF in writing that a quote will not be provided, with a reason quote is being declined (capability, capacity, etc).
- 2.4. All quotes will remain valid until Supplier notifies EDF the quote is no longer valid, but all quotes will remain valid for no less than 60 days.
- 2.5. Any pricing for products must include all items and processing up to the point where shipment to EDF is to occur.
- 2.6. All pricing must be inclusive of all packaging, transportation, insurance, customs, duties and fees, and any other applicable taxes or expenses unless previously agreed by EDF in writing.
- 2.7. Once quotes are provided all pricing is considered locked and changes will not be accepted, except in the case of changes to the purchase order.
- 2.8. No price increase shall be effective without EDF's prior written consent.

3. Purchase Orders

- 3.1. No project is deemed an order until Supplier has executed the Agreement and the purchase order is entered into EDF's internal database and confirmation of such entry is provided by EDF to the Supplier. EDF shall not be obligated to pay any amounts, fees, or expenses related thereto until such confirmation is made and Agreement is (or has been) executed.
 - 3.2. This Agreement does not grant exclusivity rights to Supplier and nothing herein obligates EDF to purchase Goods or Services from Supplier, or to comply with any minimum volumes or other commitments.
4. Order Changes/Cancellation
- 4.1. Supplier shall make all commercially reasonable efforts to mitigate costs that deviate from the purchase order associated with changes or order cancellation.
 - 4.2. When an order is cancelled by EDF for any reason, other than as a result of or arising from a material breach of the Agreement or any purchase order issued by EDF to Supplier, then, except as otherwise stated in the Agreement, Supplier shall be entitled to all undisputed fees applicable to irrevocable costs incurred up to the point of EDF notifying Supplier of such cancellation. These costs include:
 - 4.2.1. Labor incurred prior to cancellation, and
 - 4.2.2. Material that has been ordered and cannot be cancelled, but
 - 4.2.3. Not material that can be returned, used for another project, used for another client, or resold.
5. Delivery
- 5.1. This Agreement is not a Supplier's authority to ship and/or deliver but establishes the provisions under which the Supplier will provide the Deliverables.
 - 5.2. Orders to ship and deliver will be granted once the conditions of Section 3.1 are met, and ship and delivery times will be established in the provided purchase order.
 - 5.3. Supplier agrees to deliver the Deliverables ordered at the time or times specified on the individual purchase order.
 - 5.4. Supplier shall notify EDF of any circumstances that causes or threatens to cause a failure by Supplier to meet the delivery requirements, provided, however, that no such notice shall relieve Supplier of its obligations under the Agreement.
 - 5.5. Early delivery is not permitted without prior approval from EDF.
 - 5.6. Title to the Deliverables shall pass to EDF upon the earliest to occur of:
 - 5.6.1. Delivery of the Deliverables to EDF's designated delivery location, or
 - 5.6.2. Payment of any portion of the price of the Deliverables by EDF, or
 - 5.6.3. EDF's acceptance of the Deliverables, or
 - 5.6.4. Tender of the Deliverables to the EDF designated carrier
 - 5.7. All Deliverables shall be delivered to the location specified by EDF on the purchase order or as directed by EDF project contact.
 - 5.8. Delivery by installment is not allowed unless prior written approval is provided by EDF project contact prior to delivery. When partial deliveries are approved the delivery must be made in accordance with all other terms and conditions.
 - 5.9. A delivery is not deemed accepted until the requirements of the Inspection section have been met.
 - 5.10. All commercially reasonable efforts are expected to be made to make deliveries at the exact quantity requested.
 - 5.10.1. In the case of over delivery Supplier is allowed to over deliver by up to 4% without penalty (which, at EDF's discretion, can include project rejection). Supplier will not be compensated for any over delivery.
 - 5.10.2. In the case of under delivery Supplier is allowed to under delivery by up to 4% without penalty (which, at EDF's discretion, can include job rejection), unless prior written notice of a lower minimum delivery is provided by EDF project contact. Any under delivery will result in the fees being reduced pro-rata to match the amount of the under delivery.
 - 5.11. Supplier shall package all Deliverables in such a manner as to be consistent with EDF's specifications, industry standards, and all applicable laws, regulations, and ordinances.
 - 5.12. Supplier shall not reserve any security interest in the Deliverables, and all risk of damage, loss, or destruction of the Deliverables shall be borne by Supplier until receipt thereof by EDF at the point of nexus. Title and risk of loss shall pass to EDF at the point of delivery.
 - 5.13. EDF shall not be responsible for any charges, costs, or expenses incidental to the Deliverables furnished hereunder or the rendering of the Services, except as otherwise specified in the Agreement.
 - 5.14. The purchase order number must appear on all shipping documents, labels, invoices, and any other documents pertaining to the purchase.
 - 5.15. Time is of the essence with regard to delivery of the Deliverables and Supplier's performance of its obligations herein. If individual orders are terminated in whole or in part because of Supplier's failure to timely deliver

acceptable Deliverables or rendering of the Services in accordance with the specifications set forth in the purchase order and the terms of the Agreement, then:

- 5.15.1. EDF may reject delivery, immediately terminate the applicable purchase order and/or the Agreement and receive a refund of any prepaid fees; and
 - 5.15.2. The remaining quantity of any individual order, which has been terminated, shall accrue for pricing and volume purposes against the total estimated quantity of this Agreement in the same manner as if the purchase transaction had actually been completed.
 - 5.15.3. If EDF must purchase replacement Deliverables or Services from a secondary supplier at a higher price than stated in the purchase order the difference in cost to EDF will be passed on to Supplier by either:
 - 5.15.3.1. Directly invoicing Supplier for the entire differential amount, or
 - 5.15.3.2. Reducing the cost of the next individual order for an amount equal to the difference in cost for the replacement order from the secondary supplier.
- 5.16. EDF may immediately terminate the Agreement and any outstanding purchase orders if Supplier breaches its obligations under this Section.

6. Inspection and Quality

- 6.1. All Deliverables shall be, at the time of delivery, of the quality ordered and designated, shall meet EDF specifications, and upon receipt shall be free from all adulteration and defects in Supplier's performance, product design, workmanship, and materials.
- 6.2. All Deliverables furnished hereunder, upon completion, shall be subject to EDF's inspection and acceptance or rejection, notwithstanding any acceptance or delivery of payments. If, prior to final acceptance, any Deliverables are found to be incomplete, adulterated, misbranded, mislabeled, or not as specified, EDF may reject them, require Supplier to correct them without charge, or, at EDF's sole option, require delivery of such Deliverables at a reduction in price as mutually agreed to by the Parties.
- 6.3. Supplier shall maintain a quality control policy outlining roles and responsibilities of employees responsible for actions associated with production of Deliverables or provision of the Services for EDF.
- 6.4. Vendor shall, prior to delivery, perform its own inspection on all Deliverables, provide the results to EDF on request and keep all records of tests for at least two years following delivery of Deliverables.
- 6.5. Notwithstanding the foregoing, Supplier is not responsible for any defects in the Deliverables directly resulting from any mishandling or negligence by EDF,
- 6.6. Supplier shall maintain and follow all industry standard quality standards and tolerances and shall cause its third parties to maintain, at a minimum, industry standards for the Deliverables and the rendering of the Services.
- 6.7. Upon rejection of non-conforming Deliverables by EDF, Supplier shall assume full responsibility and ownership of said rejected Deliverables and shall be responsible for all costs and expenses of returning said Deliverables to Supplier, or the Deliverables destruction at the option of EDF.
- 6.8. Supplier expressly represents and warrants that all references to EDF and to each of EDF's trademarks, service marks, trade names, company names, and address, if any, of every type and kind and wherever located on said rejected Deliverables shall be immediately removed by Supplier from the rejected Deliverables, unless the Deliverables are destroyed to EDF's reasonable satisfaction. Supplier further expressly represents and warrants that under no circumstances shall the rejected Deliverable be resold or transferred.

7. Warranties

- 7.1. Supplier hereby represents and warrants that:
 - 7.1.1. For a period of 12 months following acceptance of the Deliverables that the Deliverables will be free from defects and operate to the requirements under normal circumstances. This warranty starts on date of delivery or in the case of installation, the date of the final delivery made to complete the order.
 - 7.1.2. There are no agreements or arrangements, whether written or oral, that would be breached by Supplier upon execution of this Agreement or that would impair or prevent Supplier from rendering the Deliverables or the Services to EDF during the term hereof,
 - 7.1.3. The Deliverables are free and clear of any and all liens, security interests, or other encumbrances,
 - 7.1.4. Supplier has and shall maintain at all times all necessary permits or licenses which may be required to provide the Deliverables and render the Services,

8. Invoicing

- 8.1. All invoices must be submitted to purchaser
- 8.2. Supplier may only include one (1) purchase order on each invoice
- 8.3. Supplier will invoice EDF within 10 business days from delivery

- 8.4. All invoices must include Supplier name, remit address, invoice number, purchase order number, deliverable description, cost, and date
- 8.5. All invoiced costs must match their purchase order exactly. No additional costs will be accepted without a corresponding purchase order