



GE VERNOVA

# Annual Inspections

City of Riverside



GE VERNOVA

GE Vernova Operations, LLC.

Proposal 1699706\_R1

Hector Guzman

February 12, 2025

## Proprietary Statement

This entire commercial and technical proposal and the correspondence and communications concerning this proposal collectively the "Proposal" developed by Power Services-Aero (hereinafter to referred as "Seller" or "GE"), is the property of GE Vernova Operations, LLC. a wholly owned subsidiary of GE Vernova and provided to City of Riverside. (hereinafter to referred as "Buyer" or "Riverside") are the property of GE Vernova.

This quotation document is proprietary to GE Vernova Operations LLC. and is furnished in confidence solely for use in considering the merits of the quotation and for no other direct or indirect use. By accepting this document from GE Vernova Operations, LLC. the recipient agrees:

- To use this document, and the information it contains, exclusively for the above stated purpose and to avoid use of the information for performance of the proposed work by the recipient or disclosure of the information to, and use by, competitors of GE Vernova Operations LLC on behalf of the recipient.
- To return this document when it is no longer needed for the purpose for which furnished, or upon request of GE Vernova Operations LLC.

## Section 1 – Scope of Supply

### LM6000 Annual Inspections – per GEK 105059

WP	Description
4015	Borescope Inspection
n/a	CRF Oil Manifold Clamp Inspection
n/a	LPT Stage 5 Blade Inspection
1113	Variable Inlet Guide Vane (VIGV) System Check
1312	Variable Bypass Valve (VBV) System Check
1411	Variable Stator Vane (VSV) Rigging
1516	Igniter Plug Inspection
4010	Gas Turbine Inlet Inspection
4012	Gas Turbine External Inspection (Visual)
4013	Gas Turbine Exhaust System Inspection
4017	Lube and Scavenge Pump Chip Detector Check
4020	Lube and Scavenge Pump Screen Check
4021	Variable Geometry Pump/Hydraulic Control Unit Filter Check

#### RERC Units 1 & 2

One (1) Mechanical GE FieldCore representative to perform annual inspections on RERC Units 1 & 2.

- One (1) Mobilization and Demobilization Day is allotted for travel to and from site.
- FieldCore scope duration is six (6) days on site, three (3) day per unit.
- At conclusion of work, a comprehensive report detailing all completed work, inspection findings and recommendations must be provided to Buyer.

#### RERC Units 3 & 4

One (1) Mechanical GE FieldCore representative to perform annual inspections on RERC Units 3 & 4.

- One (1) Mobilization and Demobilization Day is allotted for travel to and from site.
- FieldCore scope duration is six (6) days on site, three (3) day per unit.
- At conclusion of work, a comprehensive report detailing all completed work, inspection findings and recommendations must be provided to Buyer.

### LM2500 Annual Inspections – per GEK 97310

WP	Description
Chapter 5.3	Borescope Inspection

#### Clearwater Unit 1

One (1) Mechanical GE FieldCore representative to perform annual inspections on Clearwater Unit 1.

- One (1) Mobilization and one (1) Demobilization Day is allotted for travel to and from site.
- FieldCore scope duration is one (1) day on site.
- At conclusion of work, a comprehensive report detailing all completed work, inspection findings and recommendations must be provided to Buyer.

## General Scope Clarifications and Assumptions

- All local, regional, or special permits (environmental, construction, installation) are excluded from the Seller's scope of this proposal.
- It is also assumed that accepted Lock Out Tag Out ("LOTO") will be performed by buyer personnel prior to unit being worked.
- Planned inspections to be performed 4Q of each year.
- Representatives will work one (1) shift per day, with each shift lasting twelve (12) hours.
- Pricing includes travel expenses, T&L, tooling, labor and per diem.
- A Field Service report will be provided at completion of work scope, which will include a description of all work performed.
- Any delays and / or additional workscope due to Buyer's request will be billed at the then current GE time and material rates.

## Changes

- The Price shall be adjusted as necessary to take account of (a) Change Orders, or (b) other adjustments specifically provided for in this Proposal.
- Storage Costs, additional travel, delays at work, unit restart delays and overtime work out of scope of the project will be considered additional work and will be charged according to Seller's published rates at time of execution and in lieu of any pre-existing agreement.



## Section 2- Commercial

### Pricing

The items below are offered at a fixed price.

Item	Type	Description	Price
1.A	FFP	2025 Annual Inspections - RERC - Unit 1	\$12,658
1.B		2025 Annual Inspections - RERC - Unit 2	\$12,658
1.C		2025 Annual Inspections - RERC - Unit 3	\$12,658
1.D		2025 Annual Inspections - RERC - Unit 4	\$12,658
1.E		2025 Annual Inspections - Clearwater - Unit 1	\$8,037
1.F		2025 - Unplanned BSI	\$8,037
2025 Total			\$66,706

Item	Type	Description	Price
2.A	FFP	2026 Annual Inspections - RERC - Unit 1	\$13,038
2.B		2026 Annual Inspections - RERC - Unit 2	\$13,038
2.C		2026 Annual Inspections - RERC - Unit 3	\$13,038
2.D		2026 Annual Inspections - RERC - Unit 4	\$13,038
2.E		2026 Annual Inspections - Clearwater - Unit 1	\$8,279
2.F		2026 - Unplanned BSI	\$8,279
2026 Total			\$68,710

Item	Type	Description	Price
3.A	FFP	2027 Annual Inspections - RERC - Unit 1	\$13,429
3.B		2027 Annual Inspections - RERC - Unit 2	\$13,429
3.C		2027 Annual Inspections - RERC - Unit 3	\$13,429
3.D		2027 Annual Inspections - RERC - Unit 4	\$13,429
3.E		2027 Annual Inspections - Clearwater - Unit 1	\$8,527
3.F		2027 - Unplanned BSI	\$8,527
2027 Total			\$70,770



Item	Type	Description	Price
4.A	FFP	2028 Annual Inspections - RERC - Unit 1	\$13,832
4.B		2028 Annual Inspections - RERC - Unit 2	\$13,832
4.C		2028 Annual Inspections - RERC - Unit 3	\$13,832
4.D		2028 Annual Inspections - RERC - Unit 4	\$13,832
4.E		2028 Annual Inspections - Clearwater - Unit 1	\$8,783
4.F		2028 - Unplanned BSI	\$8,783
2028 Total			\$72,894

Item	Type	Description	Price
5.A	FFP	2029 Annual Inspections - RERC - Unit 1	\$14,247
5.B		2029 Annual Inspections - RERC - Unit 2	\$14,247
5.C		2029 Annual Inspections - RERC - Unit 3	\$14,247
5.D		2029 Annual Inspections - RERC - Unit 4	\$14,247
5.E		2029 Annual Inspections - Clearwater - Unit 1	\$9,046
5.F		2029 - Unplanned BSI	\$9,046
2029 Total			\$75,080

## Total Summary

Description	Price
2025 Total	\$66,706
2026 Total	\$68,710
2027 Total	\$70,770
2028 Total	\$72,894
2029 Total	\$75,080
<b>Grand Total</b>	<b>\$354,160</b>

## Proposal Basis

- \*Pricing offered is only valid if Buyer elects to purchase all items listed in the tables above. Price subject to change if Buyer doesn't elect all options.
- Price is based on one mobilization and demobilization for RERC Units 1 & 2, and another mobilization and demobilization for RERC Units 3 & 4.
- The quoted price is based on the Scope of Supply in Section 1.
- Prices listed in table above are Firm Fixed Pricing. Field service work is assumed to be completed without standby or delays. Any delays and / or additional workscope due to Buyer's request will be billed at the then current GE time and material rates.
- Pricing is based upon a signed agreement in 2025.
- Annual purchase orders are due by August 1<sup>st</sup> of the calendar year.
- Price quoted herein is firm for 210 days. GE reserves the right to modify prices herein after date specified.
- The prices are exclusive of any Taxes, Local Taxes, VAT, Withholding Taxes, Levies or Import Duties for the Seller's Part(s) or Materials.



## Material Delivery and Title Transfer

- Title to Services shall pass to the Buyer as performed.

## Payment Schedule & Terms

Milestone Description	Percent of Amount to be Invoiced
Upon Completion of Services	100% of Price, NET 30 days

## Covid-19, Geopolitical Conflicts, And Responding Government Actions

The parties acknowledge that the ongoing COVID-19 pandemic, geopolitical conflicts, and government actions in response thereto are affecting and will continue to affect Seller's ability to deliver goods and services around the world, including, but not limited to, impacts arising from materials shortages, transportation shortages and delays, sanctions preventing receipt or delivery of materials, etc. (an "ONGOING IMPACT"). In the event that an ONGOING IMPACT affects Seller's ability to deliver on time or at the bid price, Seller shall be entitled to an equitable adjustment in schedule and price as appropriate, subject to Seller's obligation to work in good faith with Buyer to mitigate the impact on schedule and/or cost.

## Terms and Conditions

This Proposal is based on the terms stated herein and on the terms contained in the Products and/or Services Terms and Conditions for City of Riverside Nov 19 2019 (please see Appendix 2).

In the event of any conflict in the terms and conditions between this proposal and the Products and/or Services Terms and Conditions for City of Riverside Nov 19, 2019, the terms and conditions of the proposal shall govern.

With respect to (i) non-OEM material or OEM Material that has been repaired with a process or by a service provider, that is not authorized by the OEM for those specific parts ("Alternate Material"), (ii) OEM material that has been previously operated in conjunction with Alternate Material, or (iii) any material, whether OEM, or Alternate Material or OEM material that has been previously operated in conjunction with Alternate Material, that is provided by the Buyer to install as part of the Parts or Services supplied herein ("Buyer Supplied Material"), the Parties hereby acknowledge and agree that Seller shall not be obligated to install, reinstall or reuse any of the types of material mentioned in (i), (ii) or (iii) above as part of any Services or Parts supplied herein. If Seller does agree, however, to incorporate any of the types of material mentioned in (i), (ii) or (iii) above as part of any Services or Parts supplied herein, those material will not be covered by any warranty conditions, either express or implied. Buyer further acknowledges and agrees that Seller shall be released from any and all liability associated with the types of material mentioned in (i), (ii) or (iii) above and Buyer shall indemnify, defend and hold the Seller harmless from and against any and all liability arising out of claims made by a third party related to the types of material mentioned in (i), (ii) or (iii) above. Notwithstanding the foregoing, to the extent that Seller, in its sole discretion, is able to re-repair OEM Material that has previously been repaired with a process or by a service provider that is not authorized by the OEM for those specific parts, then Seller's normal warranty shall apply to only those parts that have been re-repaired and reused.

## Proposal Validity

This proposal document, together with the price contained herein, is valid for 210 days from date of issuance. Upon expiration of this proposal document, or for an induction date or delivery beyond the above date(s), a new proposal will be provided upon request.



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## Purchase Order Instructions

Upon the "Customer's" decision to submit a purchase order, address the Purchase order in US Dollars to:

GE Vernova Operations, LLC.

16415 Jacintoport Blvd

Houston, TX 77015

e-mail to: [hector.guzman1@ge.com](mailto:hector.guzman1@ge.com)

If this proposal meets your requirements, please issue the purchase order as follows: and please reference the Proposal Number 1699706\_R1 and the Products and/or Services Terms and Conditions for City of Riverside Nov 19 2019.





IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation

GE VERNOVA OPERATIONS, LLC, a Delaware  
limited liability company authorized to do business in  
California,

By: \_\_\_\_\_  
City Manager

By:   
Olivier Queune (May 6, 2025 10:40 GMT+9)

Olivier Queune

[Printed Name]

Attest: \_\_\_\_\_  
City Clerk

Executive - Commercial Leader

[Title]

Certified as to Availability of Funds:

By: \_\_\_\_\_

By:   
Chief Financial Officer

[Printed Name]

[Title]

Approved as to Form:

By:   
Deputy City Attorney



GE VERNOVA

## Appendix 1 – 2025 Field Service Rate Sheet

(\*\*Estimated Rates – Official rates to be released April 1<sup>st</sup>, 2025)



GE VERNOVA

# STANDARD RATE SHEET

Global field services for  
aeroderivative gas turbines



## STANDARD RATE SHEET

# GLOBAL FIELD SERVICES FOR AERODERIVATIVE GAS TURBINES

GE Vernova's global services network is designed to anticipate and respond to our customer's needs throughout the life cycle of GE Vernova's LM® engines and packages. GE Vernova's worldwide services team supplies the highest quality parts, tools and technical support which is closely tied to our service engineering teams. This may result in higher availability and lower costs for you, our customer. Please contact your service manager for any of your service needs, 24 hours a day, 7 days a week.

In response to our customers' request for flexibility in commercial offerings, GE Vernova's global services network now provides the option for (FFP) Firm Fixed Pricing on many work scopes.

### Offerings

GE Vernova's global services network is dedicated to responding to your needs in an expedient manner. Our field service offerings help decrease your downtime and provide a lower cost operation by providing full technical coverage for your engine and package. Our services include but are not limited to: Periodic inspections of the engine and package, hot section inspections, generator test and inspection, trim balances, vibration surveys, performance testing, controls calibration, and all level 1 & 2 maintenance.

### Technical Assistance

Rate Classification	Labor Rate Per Hour			Incremental Charges		
	Straight Time	Over Time	Double Time	High Security Areas	Emergency Call-Out	Offshore / Man Camps
Field Representative	\$332	\$498	\$664	25%	20%	20%
Specialty Field Rep	\$474	\$711	\$948	25%	20%	20%
Site Manager	\$486	\$729	\$972	25%	20%	20%
Mobilization Fee	\$495					

All charges are USD/HR

Trademark of GE Vernova Company



## STANDARD RATE SHEET

# GLOBAL FIELD SERVICES FOR AERODERIVATIVE GAS TURBINES

GE Vernova's global services network provides multiple levels of technical support for your aeroderivative gas turbines as follows:

### Field services representative

Perform the maintenance action as well as provide technical advice based on good engineering, manufacturing, installation, and operation practices applicable to the equipment. Such services also include testing, adjustment, and installation and start-up. Field engineering services does not include supervision of purchaser's agents or other contractors.

### Specialty field representative

May be any of the following:

- Gas turbine DLE mapper: Specialist skilled in methods required for adjusting the dry low NOx system to help optimize gas turbine emissions and life expectancy of combustion system components.
- Laser alignment: Specialists utilizing GE Vernova's proprietary digital laser alignment equipment, technology, and fleet data, to help optimize internal component alignment and potentially provide significant reductions in outage duration over conventional alignment methods.
- Controls programming
- Boro-blend: Specialists trained at blending damage to the HPC/LPC blades through the borescope ports.
- Excitation: Specialists skilled in the start-up and troubleshooting of excitation systems interfacing circuits, breakers, and Power systems.
- Vibration: Specialists experienced in vibration data acquisition, vibration machinery diagnostics, rotor balance analysis, and recommendations on installation of balance weights.
- Diagnostics: Specialists skilled in performance diagnostic tests data analysis, such as plant evaluations, equipment, performance services and general consulting for plant performance issues.

### Site manager

Manages all aspects of GE Vernova's field services work and coordinates all GE Vernova's activities on site.

Notes:

### Applicable rates

The normal work week is five consecutive eight-hour days (typical to specific countries, contact your regional customer service manager. Time in excess of the normal workday/ work week will be billed at the overtime rate. Over Time (OT) applies to billable hours on Saturdays and normal workday hours greater than 8 hours and less than 12 hours. Double Time (DT) applies to billable hours on Sundays, holidays, and normal workday hours greater than 12 hours.

### Minimum charge

A minimum charge of 4 hours straight time plus per diem and travel expense is charged for any service job. Offshore vessels or rigs and work in isolated areas with man-camps will be charged a minimum 12 hours per day.

### Mobilization fee

Mobilization fee consists of basic job preparation including but not limited to normal risk assessments or method statements; environmental, health and safety preparation; tooling and resource coordination and restocking. This fee is invoiced on a per dispatch basis in the amount of \$495.

### Waiting time/standby time

If the field service technician is requested to wait at the site location, waiting time will be charged at minimum 8 hours per day at the applicable rate (i.e., standard rates including applicable multipliers) as set forth in the rate sheet. If the customer does not request the technician to wait, no charges will be due, the technician will not be available to work and, the technician is considered un-assigned and free to be assigned to other projects. Waiting time on offshore floating vessels, stationary rigs, and at isolated sites with man-camp living facilities will be charged a minimum 12 hours per day.

To minimize travel expenses, non-working days scheduled in advance, such as weekends or holidays selected as non-working days, will not incur minimum hourly charges but the per diem will still apply.





## STANDARD RATE SHEET

# GLOBAL FIELD SERVICES FOR AERODERIVATIVE GAS TURBINES

### Working hours

Individual maximum working hours are 12 hours per day not to exceed 84 hours per fiscal week. Exceptions to the maximum 12-hour workday must be agreed to PRIOR to work commencing with the regional customer service manager up to a maximum of 14 hours per day per individual (followed by an appropriate 10-hour rest cycle) but not to exceed 84 hours per week. Unless otherwise contracted, working hours do not include the following: lunch or daily travel less than 30 minutes per leg between lodging and work location. Contact your local regional field service office for further clarification. In situations where local regulations or customer policies exist regarding on-duty limitations, the more conservative procedure shall take precedence.

### Travel time

Travel time will be charged at the straight time rate as set forth in the rate sheet, on a round trip basis, from the GE Vernova's representative's point of dispatch.

### Transportation expenses

All transportation (i.e., mileage, airfare, train, taxi, ferry, rental car, etc.) expenses for each dispatch are invoiced at cost plus 15%. Mileage will be invoiced at \$1.55 USD/mile when technicians travel to customer site via automobile.

### Holidays

Holidays are country specific and double time rates are applicable. A holiday schedule for each country can be provided upon request.

### High security area

A region deemed to have a substantial level of security risk inherent with the location will be assessed a minimum 25% security fee on all labor hours.

### Living expenses

Per diem will be billed for any portion of a day worked including travel days. This daily charge is for normal daily expenses such as lodging, meals, laundry, normal communication expenses, fuel for rental car, and reasonable road tolls for all days. Any other daily expenses will be invoiced at cost plus 15%.

- Regular per diem; \$278 USD per day per employee
- High cost per diem of \$362 USD per day per employee applies to New York, Connecticut, Delaware & South Carolina

### Rest and recreation

Due to local labor laws, Environmental Health and Safety (EHS) regulations or GE Vernova's policy, field service personnel will need to rotate out of work sites on Rest and Recreation (R&R) after being onsite for a certain duration of time. In such circumstances, costs related to R&R travel will be charged to the customer at the current prevailing rates plus applicable multipliers. If personnel do not travel away from the work site but also do not work on these days, hourly charges will not apply but the per diem rate will be applicable.

### Emergency call-out

Dispatch with less than 48 hours' notice will be assessed a 20% emergency call-out fee on labor hours only.

### Offshore & man camps

Any labor for work sites located on offshore floating vessels, stationary rigs or in isolated areas with man-camp living facilities, will be assessed a 20% fee for all hours on site.

### Purchased materials & contracted services

Will be billed at cost plus 30%. Purchased materials includes non-Catalog items procured for the project/work location typically from local supply. Contracted Services includes non-GE Aero/non-FieldCore services and includes 3rd party suppliers and other GE owned or affiliated entities (e.g., Bentley Nevada, APM, cranes, testing services, craft labor services, etc.)



## STANDARD RATE SHEET

# GLOBAL FIELD SERVICES FOR AERODERIVATIVE GAS TURBINES

### Tooling Rental fees - Transactional & CSA

GE Vernova rents level 1 and level 2 special tools at competitive rates. These tools are available through your respective Service Manager. Tooling pricing is based on work scope as listed in tooling rental table (Transactional & CSA). Listed price provides special tooling to complete contracted scope of work for the normal maintenance duration. Tooling required on site beyond the normal duration (1 week) of the contracted scope of work will be assessed a daily fee. GE Vernova's technical representative must accompany all rentals of GE Vernova tooling assets. Tooling is not rented separately for direct customer use.

### Tooling Rental fees - Installation & commissioning

GE Vernova rents level 1 and level 2 special tools at competitive rates. These tools are available through your respective project manager. Tooling pricing is based on work scope as listed in tooling rental table Installation & commissioning (I&C). Listed price provides special tooling to complete contracted scope of work. Tooling required on site will be assessed a weekly fee. GE Vernova's technical representative must accompany all rentals of GE Vernova tooling assets. Tooling is not rented separately for direct customer use.

### Shipping fees

All customs, duties and handling fees incurred by GE Vernova in the process of importing or exporting tooling or goods on behalf of the customer, including excess baggage and customs duties for hand carried items, will be invoiced at cost plus 15% handling fee.

### Terms and conditions

Customer service support is subject to standard terms and conditions.

- Products and/or Services Terms and Conditions (PTSC)

### Effectively

These prices supersede all previously published prices for this same service. The prices of additional or newly established service will be available on a quotation basis and may be subject to revision until such time as they are incorporated into the next issue of this price sheet. The prices indicated are list unit prices and are subject to change without notice.



## STANDARD RATE SHEET

# GLOBAL FIELD SERVICES FOR AERODERIVATIVE GAS TURBINES

## Tooling Rental fees - Transactional & CSA

Catalog Workscope	Oracle ERP Code	UOM	Rate
LM0000/LM5100 hot section workscope tooling	APS_FS_HS-LM00-LMS_Daily	Days	\$12,900
LM2500/5000 hot section workscope tooling	APS_FS_HS-LM25-50_Daily	Days	\$8,346
LM500/1500/1600 hot section workscope tooling	APS_FS_HS-LM5-15-16_Daily	Days	\$5,158
Engine or PT exchange workscope tooling	APS_FS_ENG-PTXCHNG_Daily	Days	\$3,583
Semi annual package inspection tooling	N/A	Days	\$2,933
Annual package inspection tooling	APS_FS_INSP-ANNUAL_Daily	Days	\$2,933
Special package tooling work packages - PTK, FTK, Adre, emission, etc.	APS_FS_TOOL-SPC_Daily	Days	\$1,363
Standard package tooling work packages - Shaker, O-scope, precision, impact, etc.	APS_FS_TOOL-STND_Daily	Days	\$656
Minor package tooling work packages - Fanuc, Genius, etc.	APS_FS_TOOL-MINR_Daily	Days	\$182
Low pressure compressor workscope tooling	APS_FS_LPC_Daily	Days	\$3,125
Turbine mid frame workscope tooling	APS_FS_TMF_Daily	Days	\$3,125
High pressure compressor workscope tooling	APS_FS_HPC_Daily	Days	\$3,125
Borecope or boreblend tooling	APS_FS_BSI-BLEND_Daily	Days	\$1,363
Level 1 work package tooling	APS_FS_ENG-LVL1_Daily	Days	\$809
Includes engine exchange + LPC + SB220	APS_FS_SB220_Daily	Days	\$9,363
Oil system flush (turbine or generator)	APS_FS_Flush_Daily	Days	\$926
LM5100 Engine or PT exchange workscope	APS_FS_LM5100XCHNG_Daily	Days	\$3,215
LM5100 I&C Tool Conex	APS_FS_LM5_CONEX_Daily	Days	N/A
Other as quoted	APS_FS_TOOL_Other	Days	Quote



## STANDARD RATE SHEET

# GLOBAL FIELD SERVICES FOR AERODERIVATIVE GAS TURBINES

### Tooling Rental fees - Transactional & CSA - Continued

Catalog Workscope	Oracle ERP Code	UOM	Normal scope rate
LM6000/LM5100 hot section workscope tooling	AP5_FS_H5-LM60-LM5_WorkScope	Week	\$51,599
LM2500/3000 hot section workscope tooling	AP5_FS_H5-LM25-30_WorkScope	Week	\$25,040
LM500/1500/1600 hot section workscope tooling	AP5_FS_H5-LM5-15-16_WorkScope	Week	\$15,472
Engine or PT exchange workscope tooling	AP5_FS_ENG-PTXCHNG_WorkScope	Week	\$10,748
Semi annual package inspection tooling	AP5_FS_INSP-SEMI_WorkScope	Week	\$2,933
Annual package inspection tooling	AP5_FS_INSP-ANNUAL_WorkScope	Week	\$5,864
Special package tooling work packages - FTK, FTK, Adre, emission, etc.	AP5_FS_TOOL-SPC_WorkScope	Week	\$4,090
Standard package tooling work packages - Shaker, O-scope, precision, impact, etc.	AP5_FS_TOOL-STND_WorkScope	Week	\$1,311
Minor package tooling work packages - Fanuc, Genius, etc.	AP5_FS_TOOL-MINR_WorkScope	Week	\$282
Low pressure compressor workscope tooling	AP5_FS_LPC_WorkScope	Week	\$9,375
Turbine mid frame workscope tooling AP5_FS_TMF_WorkScope	AP5_FS_TMF_WorkScope	Week	\$3,125
High pressure compressor workscope tooling	AP5_FS_HPC_WorkScope	Week	\$3,125
Borescope or boreblend tooling	N/A	Week	N/A
Level 1 work package tooling	N/A	Week	N/A
Includes engine exchange + LPC + SB220	AP5_FS_SB220_WorkScope	Week	\$28,089
Oil system flush (turbine or generator) AP5_FS_Flush_WorkScope	AP5_FS_Flush_WorkScope	Week	\$6,482
LMS100 Engine or PT exchange workscope	AP5_FS_LMS100XCHNG_WorkScope	Week	\$9,646
LMS100 I&C Tool Conex	AP5_FS_LMS_CONEX_Monthly	Month	\$10,717
Other as quoted		Week	Quote





## STANDARD RATE SHEET

# GLOBAL FIELD SERVICES FOR AERODERIVATIVE GAS TURBINES

### Tool rental pricing - Installation & commissioning

Catalog Workscope	Oracle ERP Code	UOM	Rate
Special package tooling work packages - PTK, FTK, Adre, emission, etc.	APS_FS_TOOL-SPC	Week	\$6,817
Standard package tooling work packages - Shaker, O-scope, precision, Impact, etc.	APS_FS_TOOL-STND	Week	\$3,279
Minor package tooling work packages - Fanuc, Genius, etc.	APS_FS_TOOL-MINR	Week	\$1,414
Level 1 work package tooling	APS_FS_ENG-LVL1	Week	\$4,043
Oil system flush (turbine or generator)	APS_FS_Flush	Week	\$4,631
LM5100 I&C Tool Conex	APS_FS_LMS_CONEX_Monthly	Month	\$10,717
LM5100 Engine or PT exchange workscope	APS_FS_LMS100XCHNG	Week	\$16,077
Other as quoted	APS_FS_TOOL_Other		Quote



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[www.gevernova.com](http://www.gevernova.com)

GE Vernova is a leading provider of Power equipment, engines and services, focused on Power generation at or near the point of use. GE Vernova product portfolio includes highly efficient industrial reciprocating engines and aeroderivative gas turbines that generate 100 kW to 100 MW of Power for numerous industries globally.

We provide life cycle support for more than 37,000 aeroderivative gas turbines worldwide to help you meet your business challenges and success metrics – anywhere and anytime. GE Vernova's global service network connects with you locally for rapid response to your service needs.

Headquartered in Schenectady, N.Y., GE Vernova employs about 38,000 people around the world.



## Appendix 2 - Products and/or Services Terms and Conditions for City of Riverside Nov 19, 2019

### Products and/or Services Terms and Conditions for City of Riverside Nov 19 2019

**NOTICE:** Sale of any Products and/or Services is expressly conditioned on Buyer's assent to these Terms and Conditions. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No facility entry form shall modify these Terms and Conditions even if signed by Seller's representative. Any order to perform work and Seller's performance of work shall constitute Buyer's assent to these Terms and Conditions. Unless otherwise specified in the quotation, Seller's quotation shall expire 30 days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

#### 1. Definitions

**"Buyer"** means the entity to which Seller is providing Products and/or Services under the Contract.

**"Contract"** means either the contract agreement signed by both parties or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products and/or Services, together with these Terms and Conditions. Seller's final quotation, the agreed scope of work, and Seller's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

**"Contract Price"** means the agreed price stated in the Contract for the sale of Products and/or Services, including adjustments (if any) in accordance with the Contract.

**"Derivative Works"** means: (a) any work based upon one or more pre-existing works, such as a revision, enhancement, modification, translation, abridgement, condensation, expansion, extension or any other form in which such pre-existing works may be published, recast, transformed, or adapted, and that if prepared without the authorization of the owner of the copyright or other intellectual property right to such pre-existing works, would constitute an infringement of such copyright or other intellectual property right, and/or (b) any compilation that incorporates such pre-existing works.

**"Hazardous Materials"** means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

**"Insolvent/Bankrupt"** means that a party is insolvent, makes an assignment for the benefit of its creditors, has an administrator, receiver, liquidator or trustee appointed for it or any of its assets, or files or has filed against it a proceeding under any bankruptcy, insolvency, dissolution or liquidation laws.

**"Products"** means the equipment, parts, materials, supplies, software, and other goods Seller has agreed to supply to Buyer under the Contract.

**"Seller"** means the entity providing Products or performing Services under the Contract.

**"Services"** means the services Seller has agreed to perform for Buyer under the Contract.

**"Site"** means the premises where Products are used or Services are performed, not including Seller's premises from which it performs Services.

**"Terms and Conditions"** means these "Products and/or Services Terms and Conditions" including any relevant addenda pursuant to Article 18, together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing.

**"USD"** means United States Dollars.

#### 2. Payment

**2.1** Buyer shall pay Seller for the Products and/or Services by paying all invoiced amounts by direct bank transfer in the currency specified by Seller in the Contract, without deduction, withholding or set-off for any payment or claim, within thirty (30) days from the invoice date. If the Contract Price is less than two hundred fifty thousand USD (\$250,000), Seller shall issue invoices upon shipment of Products and/or Services as performed. If the Contract Price is two hundred fifty thousand USD (\$250,000) or more, progress payments shall be invoiced starting with twenty-five percent (25%) of the Contract Price for Products and/or Services upon the earlier of Contract signature or issuance of Seller's order acknowledgement and continuing such that the Contract Price for remaining Services is invoiced as they are performed and ninety percent (90%) of the Contract Price for Products is received before the earliest scheduled Product shipment ("Progress Payments"). For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law if it is less. If the price is set by the Contract in a currency other than USD, references to USD in this Section 2.1 shall mean the equivalent amount in the applicable currency.

**2.2** As and if requested by Seller, Buyer shall at its expense establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee covering for pre-shipment payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract ("Payment Security"). The Payment Security shall be (a) in a form, and issued or confirmed by a bank acceptable to Seller, (b) payable at the counters of such acceptable bank or negotiating bank, (c) opened at least sixty (60) days prior to both the earliest scheduled shipment of Products and commencement of Services, and (d) remain in effect until the latest of ninety (90) days after the last scheduled Product shipment, completion of all Services, and Seller's receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days of Seller's notification that such adjustment is necessary in connection with Buyer's obligations under the Contract.

**2.3** Seller is not required to commence or continue its performance unless and until any required Payment Security is received, operative and in effect and all applicable Progress Payments have been received. For each day of delay in receiving any Progress Payments or acceptable Payment Security, Seller shall be entitled to an equitable extension of time to durations or periods of time (if any) expressly agreed

to by the Parties in the written schedule for performance and/or completion of the Services, or any parts thereof. If at any time Seller reasonably determines that Buyer's financial condition or payment history does not justify continuation of Seller's performance, Seller shall be entitled to require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security, suspend its performance or terminate the Contract.

#### 3. Taxes and Duties

Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Contract ("Seller Taxes"). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover use, or value-added taxes and all items of withholding, delinquency, penalty, addition to tax interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes ("Buyer Taxes"). The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Contract Price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

#### 4. Deliveries; Title Transfer; Risk of Loss; Storage

**4.1** For shipments that do not involve export, including shipments from one European Union ("EU") country to another EU country, Seller shall deliver Products to Buyer FCA Seller's facility or warehouse Incoterms 2010. For export shipments, Seller shall deliver Products to Buyer FCA Port of Export Incoterms 2010. Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus up to twenty-five (25%) percent. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten (10) days after receipt.

**4.2** For shipments that do not involve export, title to Products shall pass to Buyer upon delivery in accordance with Section 4.1. For export shipments from a Seller facility or warehouse outside the U.S., title shall pass to Buyer upon delivery in accordance with Section 4.1. For shipments from the U.S. to another country, title shall pass to Buyer immediately after each item departs from the territorial land, seas and overlying airspace of the U.S. The 1982 United Nations Convention of the Law of the Sea shall apply to determine the U.S. territorial sea. For all other shipments, title to Products shall pass to Buyer the earlier of (i) the part of export immediately upon clearance of Products for export or (ii) immediately after each item departs from the territorial land, seas and overlying airspace of the sending country. When Buyer arranges the export or intercommunity shipment, Buyer will provide Seller evidence of exportation or intercommunity shipment acceptable to the relevant tax and customs authorities. Buyer may not use any third party vendor for providing customs clearance services until Seller has approved such party prior to shipment of the Parts. Notwithstanding the foregoing, Seller grants only a non-exclusive license, and does not pass title, for any software provided by Seller under this Contract, and title to any leased equipment remains with Seller.

**4.3** Risk of loss shall pass to Buyer upon delivery pursuant to Section 4.1, except that for export shipments from the U.S., risk of loss shall transfer to Buyer upon title passage.

**4.4** If any Products to be delivered under this Contract or if any Buyer equipment repaired at Seller's facilities cannot be shipped to or received by Buyer when ready due to any cause attributable to Buyer or its other contractors, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due; (iii) all expenses and charges incurred by Seller related to the storage shall be payable by Buyer upon submission of Seller's invoices; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery.

**4.5** If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer shall be responsible for, and shall retain risk of loss of, such equipment at all times, except that Seller shall be responsible for damage to the equipment while at Seller's facility to the extent such damage is caused by Seller's negligence.

**4.6** Except as otherwise expressly agreed to by the Parties in writing, acceptance of Products shall be deemed to occur upon delivery and acceptance of Services upon performance.

#### 5. Warranty

**5.1** Seller warrants that Products shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications incorporated into the Contract.

**5.2** The warranty for Products shall expire one (1) year from first use or eighteen (18) months from delivery, whichever occurs first, except that software is warranted for ninety (90) days from delivery, and the warranty for Services shall expire one (1) year after performance of the Service, except that software-related Services are warranted for ninety (90) days (as applicable, the "Warranty Period").

**5.3** If Products and/or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing prior to expiration of the applicable Warranty Period. Within seven (7) days of receipt by Seller of notice from Buyer specifying a potential warranty claim, Seller will give written notice to Buyer of when and how Seller will







correct and remedy the Defect and provide a schedule outlining timelines. Seller shall (i) at its option, promptly repair or replace defective Products and (ii) re-perform defective Services. Seller shall diligently pursue corrective action using commercial best efforts. If despite Seller's reasonable efforts, a non-conforming Product cannot be repaired or replaced, or non-conforming Services cannot be re-performed, Seller shall refund or credit monies paid by Buyer for such non-conforming Products and/or Services. Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable Warranty Period. Seller's warranty obligations exclude the repair or replacement of any damaged parts or Products other than the initially failing part which caused the damage. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.

**5.4** Buyer shall bear the costs of access for Seller's remedial warranty efforts including removal and replacement of systems, structures or other parts of Buyer's facility, de-installation, decontamination, re-installation and transportation of defective Products to Seller and back to Buyer.

**5.5** The warranties and remedies are conditioned upon (a) proper storage, installation, use, operation, and maintenance of Products, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of Products and/or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear.

**5.6** This Article 5 provides the exclusive remedies for all claims based upon the failure of or defect in Products or Services, whether the claim is based in contract, negligence, statute, or any tortious extra-contractual liability theory, strict liability or otherwise. The foregoing warranties in this Article 5 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

## 6. Confidentiality

**6.1** Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Contract. "Confidential Information" means information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure. In addition, prices for Products and/or Services shall be considered Seller's Confidential Information.

**6.2** Receiving Party agrees (i) to use the Confidential Information only in connection with the Contract and use of Products and/or Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, (a) Seller may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) Buyer may disclose Confidential Information to lenders as necessary for Buyer to secure or obtain financing needed to perform its obligations under the Contract, and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer's Confidential Information.

**6.3** The obligations under this Article 6 shall not apply to any portion of the Confidential Information that (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates, (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party, (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information, (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

**6.4** Each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about the Contract without prior written approval of the other party. Article 6 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

## 7. Intellectual Property

**7.1** Seller shall defend and indemnify Buyer against any claim by a non-affiliated third party (a "Claim") alleging that Products and/or Services furnished under this Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site provided there is a corresponding patent issued by the U.S. or an EU member state, or any copyright or trademark registered in the country of the Site, provided that Buyer (a) promptly notifies Seller in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to Seller, (c) gives Seller sole authority to control defense and settlement of the Claim, and (d) provides Seller with full disclosure and reasonable assistance as required to defend the Claim.

**7.2** Section 7.1 shall not apply and Seller shall have no obligation or liability with respect to any Claim based upon (a) Products and/or Services that have been modified, or revised, (b) the combination of any Products and/or Services with other products and/or services when such combination is a basis of the alleged infringement, (c) failure of Buyer to implement any update provided by Seller that would have prevented the Claim, (d) unauthorized use of Products and/or Services, or (e) Products and/or Services made or performed to Buyer's specifications.

**7.3** Should any Product and/or Service, or any portion thereof, become the subject of a Claim, Seller may at its option (a) procure for Buyer the right to continue using the Product and/or Service, or applicable portion thereof, (b) modify or replace it in

whole or in part to make it non-infringing, or (c) failing (a) or (b), take back infringing Products and/or discontinue infringing Services and refund the price received by Seller attributable to the infringing Products and/or Services.

**7.4** Article 7 states Seller's exclusive liability for intellectual property infringement by Products and/or Services.

**7.5** Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All rights in and to software not expressly granted to Buyer are reserved by Seller. All new intellectual property conceived or created by Seller in the performance of this Contract, whether alone or with any contribution from Buyer, shall be owned exclusively by Seller. Buyer agrees to deliver assignment documentation as necessary to achieve that result.

**7.6** Buyer will not itself, and will not allow any party (including Buyer Affiliates) to: (i) reverse engineer Products or Services (including any Seller monitoring or data analysis by Seller), (ii) prepare Derivative Works from, after, modify, disassemble, reverse engineer, reverse assemble, de-compile, or otherwise attempt to reconstruct, discover or derive the object or source code of any software licensed to Buyer by Seller under this Contract (including any third party software); (iii) permit or otherwise grant any third-party access to Products, Services or software for such purpose, even if such third party is performing any corrections, bug fixes and updates.

**7.7** Products furnished by Seller under this Contract shall not be installed, used, or made available for use in any equipment other than the equipment specified in the Contract at Buyer's Site. Buyer warrants that such equipment, and the Site, is under its ownership and control, and agrees to inform Seller forthwith should this cease to be the case at any time before expiry of the Warranty Period.

**7.8** Buyer agrees to pass on the restrictions and obligations under Sections 7.6 and 7.7 to any affiliates or third parties who have obtained or may obtain access to the Products or Services and shall be fully liable for any breach of this Article 7 by its affiliates or third parties, as if it had committed such breach itself.

## 8. Indemnity

Each of Buyer and Seller (as an "Indemnifying Party") shall indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of Seller's indemnity obligation, no part of the Products or Site is considered third party property.

## 9. Insurance

**9.1 General Provisions.** Prior to the Buyer's execution of this Agreement, Seller shall provide Certificates of Insurance of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein.

**9.1.1 Limitations.** These amounts of coverage shall not constitute any limitation or cap on Seller's indemnification obligations.

**9.1.2 Ratings.** Any insurance policy or coverage provided by Seller or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of (ii) or higher.

**9.1.3 Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to Buyer by certified or registered mail, postage prepaid.

**9.1.4 Adequacy.** The Buyer, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Seller pursuant to this Agreement are adequate to protect Seller. If Seller believes that any required insurance coverage is inadequate, Seller may obtain such additional insurance coverage as Seller deems adequate, at Seller's sole expense.

**9.2 Workers' Compensation Insurance.** By executing this Agreement, Seller certifies that Seller is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Seller shall carry the insurance or provide for self-insurance required by California law to protect said Seller from claims under the Workers' Compensation Act. Prior to Buyer's execution of this Agreement, Seller shall file with Buyer a certificate of insurance showing that such insurance is in effect, or that Seller is self-insured for such coverage. Any certificate filed with Buyer shall provide that Buyer will be given ten (10) days' prior written notice before modification or cancellation thereof.

**9.3 Commercial General Liability and Automobile Insurance.** Seller shall maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance, as required to insure Seller against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by or on behalf of Seller. The Buyer, and its officers, employees and agents, shall be named as additional insureds under the Seller's insurance policies, but only to the extent of Contractor's indemnification obligations for third party damages as stated under the Agreement.

**9.3.1** Seller's commercial general liability insurance policy shall cover both bodily injury including death and property damage including but not limited to: premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability in an amount of







\$1,000,000 per occurrence and a general aggregate limit in the amount of \$2,000,000.

9.1.2 Seller's automobile liability policy shall cover both bodily injury and property damage in an amount of \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Seller's automobile and/or commercial general liability insurance policies shall cover all vehicles used by Seller in connection with Seller's performance of this Agreement, which vehicles shall include, but are not limited to, Seller owned vehicles, Seller leased vehicles, non-Seller owned vehicles and hired vehicles.

9.1.3 Prior to Buyer's execution of this Agreement, original certificates evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with Buyer and shall include the Buyer and its officers, employees and agents, as additional insureds, but only to the extent of Contractor's indemnification obligations for third party damages as stated under this Agreement. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, but only to the extent required by the underlying written contract with the Named insured that is in place prior to an "occurrence" giving rise to a loss.

9.1.4 The insurance policy or policies shall also comply with the following provisions:

a. The policy shall be endorsed to waive any right of subrogation against the Buyer and its sub-Seller, employees, officers and agents to the extent they are an additional insured.

b. Not used.

c. The policy shall specify that the insurance provided by Seller will be considered primary and not contributory to any other insurance available to the Buyer and Endorsement No. CG 20010415 shall be provided to the Buyer to the extent they are an additional insured.

9.4 Not used.

9.2 Subcontractors' Insurance. Seller shall require all of its subcontractors to carry insurance in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, and Automobile liability. Upon Buyer's request, Seller shall provide Buyer with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

## 10. Schedule and Excusable Events

10.1 Any durations or periods of time quoted on the schedule or otherwise agreed for performance, delivery and/or completion of the Services or delivery of Products shall be regarded as estimated only. In addition, delivery times are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption. In the event Seller agrees in writing to guaranteed performance, delivery and/or completion times and specific sums as liquidated damages for late performance, delivery or completion, any such liability for damages shall only commence when the period of delay exceeds the guaranteed date or time by 14 (fourteen) calendar days and liquidated damages may be applied and be levied only from that 14th day onwards. Payment of liquidated damages shall be in full and final settlement of any and all liability of the Seller for delays under the Contract and shall be Buyer's sole and exclusive remedy for failing to achieve the performance, delivery and/or completion guarantee. The Seller's maximum aggregate liability for liquidated damages for delay shall in no circumstances exceed 3% (five per cent) of the total amount of the Contract Price paid to the Seller.

10.2 Seller shall not be liable and shall not be considered in breach of any obligations to supply manpower, deliver Products or to perform, deliver or complete the Services, or any parts thereof within specified durations or periods or by a specified time if it is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, or by armed conflict, acts or threats of terrorism, epidemics, strikes or other labor disturbances, or acts or omissions of any governmental authority or of the Buyer or Buyer's contractors or suppliers or for any period of suspension under Section 11.1. If any such cause or excusable event occurs, the schedule for Seller's performance shall be adjusted accordingly and dates or times stated in the schedule for performance and/or completion of the Services shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the Buyer or its contractors or suppliers cause the delay, Seller shall also be entitled to an equitable price adjustment.

## 11. Termination and Suspension

11.1 Buyer may terminate the Contract (or the portion affected) for cause if Seller (i) becomes insolvent/bankrupt, or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that (a) Buyer shall first provide Seller with detailed written notice of the breach and of Buyer's intention to terminate the Contract, and (b) Seller shall have failed, within 30 days after receipt of the notice, to commence and diligently pursue cure of the breach.

11.2 If Buyer terminates the Contract pursuant to Section 11.1, (a) Seller shall reimburse Buyer the difference between that portion of the Contract Price allocable

to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (b) Buyer shall pay to Seller (a) the portion of the Contract Price allocable to Products and/or Services completed, (b) lease fees incurred, and (c) amounts for Services performed before the effective date of termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones and rates set forth in the Contract for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates.

11.3 Seller may suspend or terminate the Contract for any affected portion thereof immediately for cause if Buyer (i) becomes insolvent/bankrupt, or (ii) materially breaches the Contract, including, but not limited to, failure or delay in Buyer providing Payment Security, making any payment when due, or fulfilling any payment conditions.

11.4 If the Contract (or any portion thereof) is terminated for any reason other than Seller's default under Section 11.1, Buyer shall pay Seller for all Products completed, lease fees incurred and Services performed before the effective date of termination, plus expenses reasonably incurred by Seller in connection with the termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones and rates set forth in the Contract for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates. In addition, Buyer shall pay Seller a cancellation charge equal to 80% of the Contract Price applicable to uncompleted made-to-order Products and/or Services and 15% of the Contract Price applicable to all other uncompleted Products and/or Services.

11.5 Either Buyer or Seller may terminate the Contract (or the portion affected) upon twenty (20) days advance notice if there is an excusable event, as described in Article 10, lasting longer than one hundred and twenty (120) days. In such case, Buyer shall pay to Seller amounts payable under Section 11.4, excluding the cancellation charge for uncompleted Products and/or Services.

11.6 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, but not limited to, expenses for repossession, fee collection, demobilization/repatriation, and costs of storage during suspension. The schedule for Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

## 12. Compliance with Laws, Codes and Standards

12.1 Seller shall comply with laws applicable to the manufacture of Products and its performance of Services. Buyer shall comply with laws applicable to the application, operation, use and disposal of the Products and Services.

12.2 Seller's obligations are conditioned upon Buyer's compliance with all U.S., EU and other applicable trade control laws and regulations. Buyer shall not transship, export, re-export, divert or direct or otherwise make or allow any disposition of Products other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. Buyer hereby certifies that the equipment, materials, services, technical data, software or other information or assistance furnished by Seller under this Contract will not be used in the design, development, production, stockpiling or use of chemical, biological, or nuclear weapons either by Buyer or by any entity acting on Buyer's behalf.

12.3 Notwithstanding any other provision, Buyer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, but not limited to, building and environmental permits, import, licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Buyer's obligations, except that Seller shall obtain any license or registration necessary for Seller to generally conduct business and visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.

## 13. Environmental, Health and Safety Matters

13.1 Buyer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out (LOTO) procedures including physical LOTO or a mutually agreed upon alternative method.

13.2 Buyer shall timely advise Seller in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Buyer's responsibilities under Article 11, Seller has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

13.3 If, in Seller's reasonable opinion, the health, safety, or security of personnel at the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. Buyer shall reasonably assist in any such evacuation.

13.4 Operation of Buyer's equipment is the responsibility of Buyer. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment at Site.

13.5 Buyer will make its Site medical facilities and resources available to Seller personnel who need medical attention.

13.6 Seller has no responsibility or liability for the pre-existing condition of Buyer's equipment or the Site. Prior to Seller starting any work at Site, Buyer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Buyer's equipment or the Site that Seller may encounter while performing under this Contract. Buyer shall disclose to Seller industrial hygiene and environmental monitoring data regarding conditions that may affect Seller's work or personnel at the Site. Buyer shall keep Seller informed of changes in any such conditions.

13.7 Seller shall notify Buyer if Seller becomes aware of (i) conditions at the Site differing materially from those disclosed by Buyer, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and







generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made.

**13.8** If Seller encounters Hazardous Materials in Buyer's equipment or at the Site that require special handling or disposal, Seller is not obligated to continue work affected by the hazardous conditions. In such an event, Buyer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Seller's work under the Contract may safely proceed, and Seller shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in Seller's cost of, or time required for, performance of any part of the work. Buyer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site.

**13.9** Buyer shall indemnify Seller for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Buyer's equipment or the Site prior to the commencement of Seller's work, (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than Seller.

## 14. Changes

**14.1** Each party may at any time propose changes in the schedule or scope of Products and/or Services. Seller is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.

**14.2** The scope, Contract Price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Seller's time and material rates.

**14.3** It shall be acceptable and not considered a change if Seller delivers a Product that bears a different, superseding or new part or version number compared to the part or version number listed in the Contract.

## 15. Limitations of Liability

**15.1** Except for claims of personal injury or property damage from a third party to the maximum extent permitted by applicable law, the total liability of Seller for all claims arising from or related to the formation, performance or breach of this Contract, or provision of any Products and/or Services, shall not exceed the (i) Contract Price, or (ii) if Buyer places multiple orders under the Contract, the price of each particular order for all claims arising from or related to that order and ten thousand USD (US \$10,000) for all claims not part of any particular order.

**15.2** Seller shall not be liable for loss of profit or revenues; loss of use of equipment or systems; interruption of business; cost of replacement power; cost of capital downtime costs; increased operating costs; any special, consequential, incidental, indirect, or punitive damages; or claims of Buyer's customers for any of the foregoing types of damages.

**15.3** All Seller liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.

**15.4** Seller shall not be liable for advice or assistance that is not required for the work scope under this Contract.

**15.5** Buyer will not supply Products and/or Services to any third party, or use Products and/or Services other than at the Site owned by Buyer, in case of non-compliance. Buyer shall (i) indemnify and defend Seller from and against any and all claims by, and liability to, any third party to whom Products and/or Services are supplied, and (ii) require that the third party agree, for the benefit of and enforceable by Seller, to be bound by the provisions of Article 7 and all the limitations included in this Article 15.

**15.6** For purposes of this Article 15, the term "Seller" means Seller, its affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this Article 15 shall apply regardless of whether a claim is based in contract, negligence, statute, indemnity, tortious/extra-contractual liability theory, strict liability or otherwise.

## 16. Governing Law and Dispute Resolution

**16.1** This Contract shall be governed by and construed in accordance with the laws of (i) the State of California if Buyer's place of business is in the U.S. or (ii) England and Wales, if the Buyer's place of business is outside the U.S., in either case without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction (the "Governing Law").

**16.2** All disputes and, to the maximum extent permitted by applicable law, all non-contractual obligations arising in any way whatsoever out of or in connection with this Contract arising in connection with this Contract, including any question regarding its existence or validity, shall be resolved in accordance with this Article 16. If a dispute is not resolved by negotiations, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within twenty (20) business days after the giving of notice. If the dispute is not resolved within thirty (30) business days after the giving of notice, or such later date as may be mutually agreed, either party may commence arbitration or court proceedings, depending upon the location of the Buyer, in accordance with one of the following: (a) if the Buyer's pertinent place of business is in the U.S., legal action shall be commenced in federal court with jurisdiction applicable to, or state court located in, either appropriate state court of Riverside County, California and Buyer hereby consents to be subject to such California federal and state jurisdiction; or (b) if the Buyer's pertinent place of business is outside the U.S., the dispute shall be submitted to and finally resolved under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules (the "Rules"). The seat of arbitration shall be in London, England. The

arbitration shall be conducted in English. The decision of the arbitrators shall be final and binding upon the parties.

**16.3** Notwithstanding the foregoing, each party shall have the right at any time, at its option and where legally available, to commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Contract, to seek a restraining order, injunction, or similar order (but not monetary damages), or to seek interim or conservatory measures.

## 17. Inspection and Factory Tests

Seller will apply its normal quality control procedures in manufacturing Products. Seller shall attempt to accommodate requests by Buyer to witness Seller's factory tests of Products, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work.

## 18. Software, Leased Equipment, Remote Diagnostic Services, PCB Services

If Seller provides any software to Buyer, the Software License Addendum shall apply. If Seller leases any of Seller's equipment or provides related Services to Buyer, including placing Seller's equipment at Buyer's site to provide remote Services, the Lease Addendum shall apply. If Seller provides remote diagnostic services to Buyer, the Remote Diagnostic Services Addendum shall apply. If Seller provides PCB Services to Buyer, the PCB Services Addendum shall apply. If there is any conflict between these Products and/or Services Terms and Conditions and the terms of any addendum incorporated pursuant to this Article 18, the terms of the addendum shall take precedence with respect to the applicable scope.

## 19. General Clauses

**19.1** Products and Services sold by Seller are not intended, in whole or in part, for application and will not be used in connection with or nearby any nuclear facility or activity, and Buyer warrants that it shall not use or permit others to use Products and/or Services for any such purposes, without the advance written consent of Seller.

**19.2** Seller may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Contract to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract portions of the work, so long as Seller remains responsible for it. The delegation or assignment by Buyer of any or all of its rights or obligations under the Contract without Seller's prior written consent (which consent shall not be unreasonably withheld) shall be void.

**19.3** Buyer shall notify Seller immediately upon any change in ownership of more than fifty percent (50%) of Buyer's voting rights or of any controlling interest in Buyer. If Buyer fails to do so or Seller objects to the change, Seller may (i) terminate the Contract, (ii) require Buyer to provide adequate assurance of performance (including but not limited to payment), and/or (iii) put in place special controls regarding Seller's Confidential Information.

**19.4** If any Contract provision is found to be void or unenforceable, the remainder of the Contract shall not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.

**19.5** The following Articles shall survive termination or cancellation of the Contract: 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 18, 19 and 20.

**19.6** The Contract represents the entire agreement between the parties. No oral or written representation or warranty not contained in this Contract shall be binding on either party. Buyer's and Seller's rights, remedies and obligations arising from or related to Products and/or Services sold under this Contract are limited to the rights, remedies and obligations stated in this Contract. No modification, amendment, rescission or waiver shall be binding on either party unless agreed in writing.

**19.7** Except as provided in Article 15 (Limitations of Liability), this Contract is only for the benefit of the parties and not for any third parties.

**19.8** This Contract may be signed in multiple counterparts that together shall constitute one agreement.

## 20. U.S. Government Contracts

**20.1** This Article 20 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

**20.2** Buyer agrees that all Products and/or Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Contract, the country of origin of Products is unknown unless otherwise specifically stated by Seller in this Contract. Buyer agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-4.1). Buyer represents and agrees that this Contract is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the Contract. The version of any applicable FAR clause listed in this Article 20 shall be the one in effect on the effective date of this Contract.

**20.3** If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 52.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-3 apply only to the extent applicable for sale of COTS and/or commercial items, and as appropriate for the Contract Price.

**20.4** If Buyer is procuring the Products and/or Services as a contractor or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-4(a) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

