



2G ENERGY INC.
GENERAL TERMS AND CONDITIONS FOR PURCHASE OF MATERIALS AND SERVICES

2G Energy Inc. ("2G Energy") and Vendor agree to the following terms and conditions as they apply to the Order.

1. CONTRACT DOCUMENTS: The terms "Order" and "Contract Documents" shall refer collectively to the following documents, and any documents referenced therein or attached thereto, including attachments, exhibits, schedules, drawings, specifications, product descriptions, information, and samples, all of which are incorporated herein. In the event of an ambiguity between Contract Documents, the documents shall govern in the following order: (1) Change Orders; (2) Addenda; (3) Master Purchasing Agreement, if any; (4) Purchase Order; (5) Supplementary Conditions, if any; (6) These General Terms and Conditions for Purchase of Materials and Services ("General Conditions"); and, (7) if signed by 2G Energy, Vendor's Proposal but if and only to the extent that Vendor's Proposal defines the scope of the Materials and/or Services. In the event of an ambiguity within a Contract Document, the more expansive alternative shall govern. Vendor shall notify 2G Energy in writing within seven (7) days of the date that Vendor discovers any error, omission, or ambiguity in the Contract Documents, in which event 2G Energy shall provide written direction to Vendor.

2. SCOPE: The Order is for the supply and delivery of goods, equipment, tools, instrumentation, supplies, consumables, hardware, and software ("Materials"), and any related labor and services, which may include labor and services constituting design, construction, consultation, fabrication, erection, installation, inspection, maintenance, programming, testing, and expediting work ("Services"), as more particularly described in the Order. Use of the Order for Services only is not prohibited.

3. ACCEPTANCE: The Order is 2G Energy's offer to Vendor, which may be revoked any time before acceptance by either 2G Energy's written notice or 2G Energy's issuance of a revised Order. Delivery of the Order to Vendor shall reject or revoke any prior offers by either Party in their entirety. Vendor's acceptance of the Order is limited to the terms and conditions set forth in the Order. 2G Energy rejects, without further notice, any proposed additional or different terms and conditions in Seller's acceptance, except to the extent that 2G Energy expressly assents in writing to any such terms and conditions. Seller's proposal of additional or different terms and conditions shall reject 2G Energy's offer only if such terms and conditions are materially inconsistent with the descriptions, quantities, prices, or schedules in the Order. Vendor shall be bound to the Order upon the earlier of its (1) signing and returning the Order to 2G Energy; (2) delivering any Materials to 2G Energy, or (3) performing any Services in furtherance of the Order. In the event 2G Energy's offer is rejected, 2G Energy's acceptance of any offer by Vendor is expressly conditioned upon 2G Energy's authorized representative signing such offer and Vendor assenting to the inclusion of all additional and different terms set forth in the Order.

4. INTERPRETATION: Terms in the Order shall be defined in the following order: (1) capitalized terms shall have the meanings stated in the Order; (2) terms having special meaning in the power industry shall be as ordinarily understood by those in the power industry; (3) terms defined or used in the Uniform Commercial Code as adopted by the State of Florida, shall be as defined therein; and (4) all other terms shall mean their ordinary understanding. Use of the term "any" shall mean "any and all," and use of the terms "include" or "including" shall mean "including without limitation," unless the context clearly supports a different interpretation. The Order is the result of an arms' length transaction. No presumption shall be drawn against either Party as drafter of the Order.

5. MODIFICATIONS: The Order may be modified only by a written amendment or change order signed by both Parties. No person acting for or on behalf of 2G Energy has authority to modify the Order, except in strict conformance with this section. 2G Energy may direct Vendor to make changes, without invalidating the Order, before the Parties reach an agreement on adjustments, if any, to the Price and Schedule by signing and delivering a change order to Vendor. Such changes may include changes to (1) the design criteria, specifications and drawings; (2) the means and methods of testing, inspection, shipment, and packaging; (3) the date, time, place, and manner of delivery, and (4) the date, time, and sequence of the Services, if any. Within seven (7) days of its receipt, Vendor shall either sign and return the change order to 2G Energy, accepting any 2G Energy proposed adjustments to the Price and Schedule, or submit to 2G Energy any Vendor proposed adjustments to the Price and Schedule. Unless the change order states otherwise, Vendor shall promptly make the directed changes therein, regardless of whether the Parties have reached an agreement for adjustments to the Price and Schedule. In the event Vendor claims that 2G Energy ordered a change without following the foregoing procedure, Vendor shall provide written notice of the claim to 2G Energy before either making the change or within seven (7) days of such order, whichever occurs first, otherwise any such claim shall be deemed waived. The Parties shall sign a change order upon agreeing to adjustments to the Price and Schedule, if any, which shall settle all claims arising out of or relating to the changes.

6. SUBMITTALS: Unless the Order provides otherwise, within ten (10) days of the date of the Order, Vendor shall deliver to 2G Energy, for its review and approval, all shop drawings, samples, product data, manufacturer's literature, and similar information required by the Order or by 2G Energy ("Submittals"). 2G Energy shall have a reasonable period of time to review and approve each Submittal, which in no event shall be less than ten (10) days. Vendor shall notify 2G Energy in writing if 2G Energy's review and approval of a Submittal could cause a delay in delivery of any Materials, after accounting for a reasonable period of time to process the applicable Submittals, place orders, manufacture, fabricate, import, deliver, inspect, and install Materials. Vendor's delivery of a Submittal to 2G Energy is a representation that Vendor has verified conformance of the Submittal with the requirements of the Order. Vendor's supply of Materials shall conform to the approved Submittals, provided, however, 2G Energy's approval of a Submittal shall not approve any error, omission, or ambiguity therein, or authorize Vendor to make any deviation, substitution, or change from the requirements of the Order and any applicable change orders.

7. SCHEDULE: Time is of the essence for the Order.

.1 Vendor shall tender the delivery of the Materials and perform the Services on the specific dates and times established in the Order, or as otherwise established by 2G Energy (the "Schedule"). Vendor shall provide written notice to 2G Energy in the event that any dates or times established by 2G Energy, but not in the Order, are unreasonable, commercially impractical, or impossible, in which event Vendor shall cooperate with 2G Energy to establish reasonably attainable dates for the tender of delivery of Materials and the performance of Services that are consistent with 2G Energy's planned activities. If the Parties are unable to agree on the dates for delivery of Materials and performance of Services, 2G Energy may cancel the Order in whole or part without any liability to Vendor.

.2 Once established, Vendor shall strictly comply with the dates set forth in the Schedule, unless Owner grants Vendor a time extension pursuant to Sections 5 or 8 of the General Conditions, or as may be otherwise adjusted by 2G Energy in writing to coordinate the delivery of the Materials

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and performance of the Services with 2G Energy's activities.

.3 Vendor shall give prompt written notice in the event of a delay to one or more of the delivery dates set forth in the Schedule, stating in the notice all reasons for the delay. Upon receipt of Vendor's notice, 2G Energy may (1) direct Vendor to take commercially reasonable efforts to accelerate the delivery of the Materials to meet the Schedule; (2) extend the Schedule; (3) take delivery of any affected Materials in an unfinished state; (4) cover by purchasing substituted materials from another vendor; or (5) cancel the Order, in whole or part, in which event the Price shall be equitably adjusted; provided, however, in no event shall 2G Energy's liability to Vendor exceed the reasonable value of the Materials delivered and Services performed, less 2G Energy's damages.

.4 In the event that Vendor fails to make a delivery by the date or dates specified in the Schedule, as may be adjusted in accordance with sections 5 or 8 of the General Conditions, 2G Energy may (1) extend the Schedule, deducting from the Price all costs incurred by 2G Energy as a result of such failure; (2) cover by purchasing substituted materials from another vendor, deducting from the Price all additional costs incurred by 2G Energy as a result of such cover; or (3) cancel the Order, in whole or part, as to any Material not yet shipped or tendered, in which event the Price shall be adjusted to equal the value of the Materials delivered and the Services performed, less 2G Energy's damages.

.5 2G Energy's oral order to cancel or defer delivery shall be effective when made, provided 2G Energy confirms such order in writing within a reasonable period of time thereafter. Any provisions hereof for delivery by installment shall not be construed as making the obligations of Vendor severable. 2G Energy shall have the right to refuse deliveries made in advance of any delivery schedule appearing in the Order, unless Vendor makes arrangements with 2G Energy for such early delivery, as confirmed by 2G Energy in writing.

8. FORCE MAJEURE: Once the Schedule is established, Vendor shall be entitled to extend one or more delivery dates or times for performance only if and to the extent that Vendor provides written notice to 2G Energy within seven (7) days of the first date that Vendor knows or reasonably should know of an event or condition not caused in whole or part by Vendor or by its suppliers, distributors, vendors, manufacturers, or subcontractors, or by anyone for whom any of them are responsible, that unavoidably causes a delay to the applicable delivery date(s) or performance time(s), including delays attributable to 2G Energy, any separate contractor to 2G Energy, or any national or regional labor strike or disturbance; riot, war, acts of government, vandalism, or terrorism; fire, flood, hurricane, or other acts of God or nature; casualties; or other similar causes ("Excused Delay").

9. TITLE AND RISK OF LOSS: Vendor warrants that title to Materials shall pass from Vendor to 2G Energy free and clear of any lien, claim, or encumbrance upon (1) identification of such Materials to the Order, which shall occur when (i) the Order is accepted if the Order is for the sale of specific existing Materials within Vendor's custody, control or possession; (ii) Vendor receives, or starts to manufacture, assemble, fabricate, or marks specially manufactured goods, or (iii) Vendor identifies and marks stock Materials for shipment to 2G Energy; (2) 2G Energy's partial or full payment to Vendor for such Materials; or (3) delivery of the Materials to 2G Energy's designated delivery location. Notwithstanding the foregoing, risk of loss shall not pass from Vendor to 2G Energy until such Materials are delivered and accepted by 2G Energy. Shipment shall be F.O.B. 2G Energy's delivery location, unless otherwise noted in the Order. Risk of loss shall revert back to Vendor upon 2G Energy's rejection of defective or non-conforming Materials, even if stored at 2G Energy's designated delivery location.

10. PRICE/TAXES: The Price is a stipulated amount that is not subject to escalation, surcharges, or additional changes, except in strict conformance with Section 5 of the General Conditions. Notwithstanding the foregoing, Vendor warrants that the prices for the Materials sold to 2G Energy under the Order are not less favorable than those currently extended to any other customer for the same or like Materials in equal or lesser quantities. In the event Vendor reduces its price for such Materials prior to the delivery thereof to 2G Energy, Vendor agrees to sign a change order reducing the prices herein correspondingly. All prices specified herein include all charges for inspection, delivery, handling, and packaging. Prices set forth are exclusive of applicable sales, use, excise, value-added or similar taxes.

11. WARRANTIES: Vendor warrants to 2G Energy that (1) all Materials will be new, unused, and of good quality; (2) all Services shall be performed with good workmanship; (3) all Materials and Services shall conform to the requirements of the Order; and (4) all Materials shall be fit for their ordinary use, unless Vendor has recommended the use of particular Materials to 2G Energy for a known purpose in which event the Materials shall be fit for such purpose. A "Defect" shall be any Materials delivered or Services Performed that are found not to be as warranted. 2G Energy may, at its sole option: (a) require that Vendor promptly correct (or at 2G Energy's sole option, removal and replace) each Defect within seven (7) days after receiving 2G Energy's written notice thereof, (b) accept each Defect in writing with an equitable adjustment in the Price, (c) require that Vendor remove each Defect and refund the full purchase price thereof to 2G Energy, (d) terminate the Order with respect to one or more Defects, and recover from Vendor all resulting damages; or correct each Defect using 2G Energy's own forces or separate contractors, in which event 2G Energy may recover its cost of correction from Vendor, including all shipping, receiving, and storage costs, and any resulting damages; provided, however, 2G Energy may not require that Vendor correct any Defect discovered more than one (1) year after completion of the project applicable to the Order or such other time period required by the Order. Vendor warrants any Materials or Services furnished in connection with the correction of Defects from the date that Vendor completes the correction. Cost of replacement, rework, resulting damages to other work, inspection, repackaging, delivery, and storage of such Materials and Services shall be at Vendor's expense. This warranty provision shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of the Order and such warranties shall run to 2G Energy, its successors, assigns, employees, and users of any Materials delivered or Services performed under the Order. Nothing herein shall limit 2G Energy's rights by contract, law or equity for damages arising out of or resulting from a Defect.

12. INSPECTION AND ACCEPTANCE: Vendor shall test and inspect, or cause others to test and inspect on its behalf, all Materials prior to shipment to 2G Energy. Upon 2G Energy's request, Vendor shall produce all documents evidencing such tests and inspections. Unless the Order expressly states otherwise, 2G Energy shall have the right to inspect, at its cost, all Materials tendered, delivered, or identified under the Order in a reasonable manner at any reasonable time and location acceptable to 2G Energy, as a condition precedent to 2G Energy's obligation to pay for or accept such Materials. Payment for the Materials shall not constitute acceptance of the Materials, nor shall tender of payment be a condition to Vendor's duty to tender and complete delivery of the Materials. Vendor shall provide, without charge to 2G Energy, all reasonable facilities and assistance for such inspections and tests. 2G Energy's right to inspect is for 2G Energy's sole benefit, and in its capacity as a customer of Vendor, and not as a professional or an expert in Vendor's industry or of the Materials inspected. In no event shall 2G Energy be responsible for discovery of Defects that were not discoverable upon a reasonable inspection of such Materials by an ordinary customer in the same or similar circumstances. 2G Energy's acceptance of any Materials shall occur only upon (1) 2G Energy's written notice to Vendor that the Materials are conforming; (2) 2G Energy's written notice to Vendor that 2G Energy will take or retain the Materials despite any known Defects, with an appropriate credit to the Price; or (3) 2G Energy's failure to provide a timely notice of rejection in accordance with Section 13 of the General Conditions. 2G Energy may opt to remedy any Defects, in which

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event Vendor shall reimburse 2G Energy for all reasonable costs thereof. 2G Energy's acceptance of any Defects shall not establish a standard of performance, nor shall it waive 2G Energy's rights to revoke acceptance or to reject any subsequent delivery of Materials containing Defects, including Materials of the same make, type, and manufacture, and with the same Defects as those previously accepted.

13. REJECTION OF MATERIALS: 2G Energy may reject any Materials, in whole or in part, if the Materials or their tender of delivery fails in any respect to strictly conform to the Order or the applicable manufacturers' literature. 2G Energy's rejection may be evidenced by a rejection notice sent to Vendor within a reasonable period of time, not less than thirty (30) days from the date of delivery to 2G Energy. 2G Energy's rejection notice shall identify all known Defects, or any known defects in the tender of delivery. 2G Energy's failure to identify all known Defects shall not waive any claim that 2G Energy could make with respect to such Defects, unless 2G Energy fails to identify a known Defect in response to Vendor's written request that 2G Energy provide a full and final statement of all known Defects. In no event shall 2G Energy's failure to identify any Defect not then known to 2G Energy waive any right 2G Energy has to later reject such Material upon discovery thereof. At 2G Energy's option, 2G Energy may seek cover by substituting conforming materials from another vendor at Vendor's cost, or by directing Vendor to promptly cure such Defects with conforming Materials, F.O.B. 2G Energy's designated delivery location, without additional cost to 2G Energy. Within seven (7) days of 2G Energy's rejection notice, Vendor shall promptly remove the rejected Materials from 2G Energy's facility or provide written instructions to 2G Energy for the dispensation of such rejected Materials; otherwise, 2G Energy may, at its discretion, store the Materials for Vendor's account, or reship the rejected Materials to Vendor F.O.B. 2G Energy's designated delivery location, or resell the rejected Materials for Vendor's account and seek reimbursement in accordance with the Applicable Laws. In no event shall any actions by 2G Energy be deemed acceptance of previously rejected Materials, unless 2G Energy expressly notifies Vendor in writing that 2G Energy is accepting the previously rejected Materials, or 2G Energy clearly exercises ownership over such rejected Materials. Vendor may not substitute returned or rejected Material without 2G Energy's written agreement. 2G Energy reserves all other rights and remedies to which it may be entitled against the Vendor for Defects.

14. REMEDIES: 2G Energy's remedies for breach of the Order shall be cumulative and in addition to all other remedies available by contract, law or equity. Any breach by Vendor with respect to rejected Materials or revocation of acceptance of such Materials shall be considered a breach that goes to the whole contract, entitling 2G Energy (1) to cancel the Order, in whole or in part, (2) to reject the Materials and recover the amount of the Price paid to Vendor therefor, (3) to recover the difference in price paid to another vendor for substitute materials and the Price set forth in the Order for such Materials,, (4) to recover damages for an imperfect tender of delivery; (5) to revoke its rejection of such Materials, and, (6) in a proper case, to obtain specific performance or replevin, plus any other damages to which 2G Energy is entitled to recover. Any other breach shall entitle 2G Energy to cancel the Order, in whole or part, and to hold Vendor liable for all damages incurred by 2G Energy. If 2G Energy wrongfully rejects or revokes acceptance of Materials, or breaches the Order in any material respect, then Vendor's exclusive remedy against 2G Energy is limited to (1) the recovery of the unpaid portion of the Price for Materials delivered that were or should have been accepted, or (2) to resell the Materials directly affected in a commercially reasonable manner, plus the recovery of the difference between the unpaid portion of the Price for Materials delivered, and the resale price, less any expenses saved. Any recovery by Vendor hereunder is directly limited by and shall not exceed the Price. In the event of breach of the Order, the non-breaching Party shall exercise commercially reasonable efforts to mitigate its damages resulting from such breach, including taking reasonable actions to secure, preserve, protect, resell, and seek cover of the Materials.

15. BUYER'S PROPERTY IN VENDOR'S POSSESSION: All tools, special dies, molds, patterns, jigs and any other property ("Tools") furnished by 2G Energy to Vendor or specifically paid for by 2G Energy for use by Vendor in the performance of the Order shall be and remain the property of 2G Energy and be clearly marked as such by Vendor. Vendor shall (1) use the Tools only in filling 2G Energy's orders, (2) maintain such Tools in good working order and condition, and (3) prompt return all such property upon 2G Energy's demand. Vendor assumes all liability for loss or damage to such Tools.

16. INDEMNITY: To the fullest extent permitted by the Applicable Laws, Vendor shall defend, indemnify and hold harmless 2G Energy and its employees, officers, directors, representatives, agents, bailees, customers, successors, and assigns ("2G Energy's Indemnitees") from and against any and all claims, actions, liabilities, damages, losses, costs and expenses, including reasonable attorney, paralegal, and consultant fees, court costs, and legal expenses, arising out of or relating to the supply and delivery of Materials, or the performance of Services, and attributable to (1) 2G Energy's title to the Materials, or the rightful transfer thereof; (2) any intellectual property right, including any patent, trademark, copyright, trade secret or other proprietary right; (3) personal injury, sickness, death or property damage, unless due to 2G Energy's Indemnitee's sole negligence; (4) any lien or claim of lien against 2G Energy's property or any interest therein; (5) violation of any Applicable Laws; (6) the existence of any Hazardous Products in any Materials or Services provided by Vendor, unless expressly required by the Order; and (7) any breach of the Order. In the event the use of any Material, or part thereof, sold to 2G Energy under the Order is enjoined, Vendor shall, at its own expense, either procure for 2G Energy the right to continue using the Material or part thereof, or substitute the Material with a non-infringing material or modify the Material to avoid such infringement. 2G Energy reserves the right to be represented in any such action by its own counsel at its own expense.

17. ASSIGNMENT/SUBCONTRACTING: Vendor shall not assign the Order, or any right herein, or any monies due or to become due hereunder, nor shall Vendor delegate or subcontract any obligations or Services hereunder without the prior written consent of 2G Energy. Any purported assignment or delegation by the Vendor shall be void absent 2G Energy's written consent.

18. CANCELLATION:

.1 Cancellation for Cause 2G Energy may cancel the Order, in whole or part, effective upon delivery of written notice to Vendor, in the event that Vendor: (a) fails to comply with any term or condition of the Order, including any failure to tender delivery of conforming Materials within the time allowed by the Schedule; or (b) becomes insolvent or appoints a receiver, or liquidator or other similar officer over its property or assets or any significant portion thereof; or (c) voluntarily ceases to be in business; or (d) merges with or is acquired by a third party; or (e) assigns any of its rights or delegates any of obligations under the Order to a third party, without 2G Energy's written consent. Upon cancellation, no payment shall be due or payable to Vendor, unless and until 2G Energy realizes and sets off against such payment all costs, expenses, and damages that 2G Energy is entitled to recover from Vendor by contract, law, or equity. In the event 2G Energy wrongfully cancels the Order for cause, the cancellation shall be treated as a cancellation for convenience.

.2 Cancellation for Convenience. 2G Energy may cancel and terminate the Order, in whole or in part, for convenience, and without cause, effective immediately upon delivery of 2G Energy's written notice to Vendor provided such notice is sent at least fourteen (14) days prior to any delivery date(s) required by the Schedule. 2G Energy shall have no liability to Vendor beyond payment of any unpaid balance

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of the Price due and payable for conforming Materials delivered to and accepted by 2G Energy prior to Vendor's receipt of the notice of termination, and for Services properly performed at the request of 2G Energy and accepted by 2G Energy.

.3 Cancellation in general: In the event of cancellation for cause or convenience, Vendor shall transfer title and deliver to 2G Energy such fully or partially finished Materials as requested by 2G Energy in addition to any other rights and remedies which 2G Energy may have by contract, law, or equity.

19. PROPRIETARY INFORMATION/TITLE TO SPECIFICATIONS: All written information obtained by Vendor from 2G Energy in connection with the Order, which is either by its nature proprietary or identified by 2G Energy as proprietary, including, but not limited to, any design criteria, specifications, drawings, blueprints and software programs, shall remain the property of 2G Energy, shall be used by Vendor only if and to the extent necessary for performance of the Order, and shall not be disclosed to any third party without 2G Energy's prior written consent. Vendor shall not make or authorize others to make any news release, advertisement, or other public disclosure in relation to the Order, including its existence, without 2G Energy's prior written consent, except as may be required to perform the Order. Any knowledge or information that Vendor shall have disclosed or may hereafter disclose to 2G Energy and that in any way relates to the Materials or Services covered by the Order, shall not, unless otherwise specifically agreed to in writing by 2G Energy, be deemed to be confidential, proprietary information, and shall be acquired by 2G Energy free from any restrictions as part of the consideration for the Order. 2G Energy is subject to the Georgia Open Records Act.

20. SHIPPING, PACKAGING AND LABELING: All Material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practices, and 2G Energy's packaging specifications, if and to the extent incorporated herein. Vendor shall mark on all containers, handling and loading instructions, shipping information, part number, purchase order number and item number, quantity in box, shipment date, and names and addresses of Vendor and 2G Energy. An itemized packing list must accompany each shipment. Each packing slip shall include, this order number, quantity, item description, order date, shipping date and delivery address, but shall not include pricing information. All shipments of hazardous materials under the Order shall comply with current U.S. Department of Transportation (DOT) regulations as published in 49 CFR 100-199, and the labeling shall meet the current U. S. Occupational Safety and Health Administration (OSHA) regulations as published in 29 CFR 1910. 1200, for labeling and transporting of hazardous materials. Within ten (10) days of accepting the Order, Vendor shall provide 2G Energy with all Safety Data Sheets (SDS) required by the Applicable Laws with respect to Vendor's supply of Materials and performance of Services. Thereafter, Vendor shall promptly submit to 2G Energy any additional SDS not previously provided to 2G Energy, including any revised or updated SDS.

21. VENDOR SERVICES: In the event that Vendor provides any Services at any premises that 2G Energy owns, leases, or rents, Vendor shall perform such Services strictly as an independent contractor, and not as an employee, representative, or agent of 2G Energy. Vendor shall take all necessary precautions to prevent injury or death to persons or damage to property during such performance. The terms of the Order shall not, in any way, be construed to create a partnership or any other kind of joint undertaking or venture between the parties hereto. Vendor expressly waives on behalf of itself and its employees, agents, representatives, consultants, and subcontractors any and all rights which may or may not exist to claim any relief under 2G Energy's comprehensive insurance policy, worker's compensation or unemployment benefits. Vendor shall include this provision in all of its subcontract and consulting agreements.

22. STANDARDS OF CONDUCT: Vendor shall reassign its employees, agents, representatives, consultants and subcontractors working on 2G Energy's premises in the event any such personnel are deemed to be disruptive, dangerous, incompetent, or otherwise noncompliant with reasonable conduct guidelines and 2G Energy's policies and procedures. At 2G Energy's request, Vendor will distribute publications supplied by 2G Energy regarding 2G Energy's policies, practices, and procedures, including, but not limited to, Affirmative Action and Sexual Harassment policies.

23. INVOICING/PAYMENTS/SET-OFFS: After each delivery of Material, unless agreed otherwise, Vendor shall send duplicate invoices to 2G Energy's Accounts Payable Department for all delivered and accepted Materials and properly performed Services, less amounts previously paid and less retainage of ten (10%) percent of the amount invoiced. Retainage shall be paid to the Vendor with the final invoice, upon receipt of Vendor's signed and notarized Waiver and Release upon Final Payment, in the applicable statutory form. Each invoice shall include; the order number, quantity, item description, price, order date, shipping date and delivery address. 2G Energy's payment of Vendor's invoice shall not constitute acceptance of Material ordered or Services rendered, and shall be subject to appropriate adjustment, if the Vendor fails to meet the requirements of the Order. 2G Energy shall have the right at any time to set-off any amounts due to Vendor (or any of its associated or affiliated companies) against any amounts Vendor owes to 2G Energy with respect to the Order or any subsequent purchase order or any other contractual agreement between the parties hereto.

24. INSURANCE AND STATUTORY OBLIGATIONS: Vendor agrees to maintain such insurance, as 2G Energy may from time to time determine to be adequate, as will protect Vendor and 2G Energy from any and all claims for personal injury (including death) and property damage, which may be made by or on behalf of customers of 2G Energy or the general public and which are related to the subject matter of the Order. Upon 2G Energy's request, Vendor shall promptly provide 2G Energy with evidence satisfactory to 2G Energy of all such insurance coverage. In the event that the Order requires that Vendor perform any Services on premises owned or leased by 2G Energy, Vendor shall procure and maintain the following insurance

1. Commercial General Liability Insurance: on an occurrence basis with an insurance company authorized to do business in the State of Florida, with minimum limits of \$1 Million per occurrence/\$2 Million in the aggregate. Such insurance shall be primary and non-contributing, include products and completed operations coverage, and make 2G Energy an additional insured by endorsement
2. Workers Compensation Insurance at the statutory limits and Employer's Liability with a minimum limit of \$500,000
3. Commercial ("Business") Automobile Liability insurance with a minimum limit of \$1 Million.
4. Excess (or Umbrella) Insurance with a drop down feature with respect to Vendor's Commercial General Liability insurance, Employer's Liability insurance, and Commercial Automobile Liability insurance with a minimum limit of \$5 Million.

25. WAIVER: Failure of 2G Energy to insist in each instance upon the strict performance of every provision of the Order, or to exercise any right, remedy, or privilege granted to 2G Energy hereunder shall not constitute or be construed as a waiver of any such provision or right, remedy, or privilege, all of which shall continue in full force and effect. Rights granted to 2G Energy by the Order are in addition to and not in lieu of any other rights available by contract, law, or equity.

26. NOTIFICATION OF HAZARDOUS PRODUCTS: Vendor hereby agrees to notify 2G Energy in writing of any dangerous, toxic, or hazardous material, waste, or substance, identified as such under the Applicable Laws ("Hazardous Products"), whether incorporated into or used in

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any way in relation to the Materials purchased or the Services provided in connection with the Order, or otherwise handled, transported, stored, used, resold, or disposed of or scrapped in connection with the Order. Said notice shall be sent to 2G Energy's Representative and shall specify the Hazardous Product's name and part number, the nature of its hazard, proper precautions that must be undertaken with respect to such Hazardous Products and any other pertinent information in relation thereto.

27. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, county, and local laws, statutes, orders, ordinances, regulations, rules, codes (including building codes), permits, any requirements of the governing authority with jurisdiction, and any court orders (the "Applicable Laws") pertaining to Vendor's supply and delivery of Materials and the performance of Services. Vendor shall comply with the Applicable Laws pertaining to the construction, packaging, labeling, or registration of Materials or in relation thereto, regardless of whether 2G Energy provides a specification, if Materials, Services or containers furnished by Vendor are required to be constructed, packaged, labeled or registered in a prescribed manner,.

28. REPRODUCTION OF DOCUMENTS: 2G Energy shall have a license to use or incorporate all or any portion of information found in Vendor's literature in other documents, and to reproduce Vendor's applicable literature, such as operating and maintenance manuals, technical publications, prints, drawings, training manuals and other similar supporting documentation and sales literature for dissemination to 2G Energy's employees, customers, and others. Vendor agrees to advise 2G Energy of any updated information relative to the foregoing literature and documentation with timely written notice.

29. GOVERNING LAW: The Order shall be governed by and interpreted in accordance with the laws of the State of Florida without regard to principles of conflict of laws. The United Nations Convention on the International Sale of Goods shall not apply to the Order.

30. SEVERABILITY: The Parties intend for the terms and conditions in the Order to be complementary, consistent, and enforceable under the Applicable Laws. In the event any term or condition in the Order violates the Applicable Law, such term or condition shall be severed from the Order, but only to the extent necessary to avoid such violation, without invalidating any other terms and conditions of the Order.

31. ENTIRE AGREEMENT: The Order is the final, integrated, and exclusive expression of the Parties' agreement, which supersedes all prior and contemporaneous offers, orders, agreements, understandings, representations, proposals, confirmations, and negotiations between the Parties, whether oral or written. No course of dealing, usage of trade, course of performance, course of conduct, or any other evidence of additional or different terms shall be admissible to supplement, contradict or vary any term in the Order.

32. SUBMISSION TO JURISDICTION: Any legal suit, action or proceeding arising out of or relating to the Order shall be instituted in the federal courts of the United States of America or the courts of the State of Florida in each case located in or serving the City of St. Augustine and County of St. Johns, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

33. NOTICES: All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth on the face of the Order or to such other address that may be designated by the receiving party in writing. All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Order, a notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the notice has complied with the requirements of this section.

34. Mediation: Except as provided below, all disputes arising under or related to this Agreement which cannot be resolved through negotiations between the parties shall be submitted to mediation according to this Section. Completion of such mediation shall be a condition precedent to bringing any action pursuant to this Agreement. If the parties fail to reach a settlement of their dispute within thirty (30) days after the earliest date upon which one of the parties notified the other of its desire to attempt to resolve the dispute, then the dispute shall be promptly submitted to mediation by a single mediator chosen by the mutual consent of the parties. If the parties are unable to agree on a mediator, 2G Energy shall nominate one individual and the other party shall nominate another and those two nominated individuals jointly shall choose a mediator. The mediation shall take place in Jacksonville, Florida. This obligation of the parties to submit any dispute arising under or related to this Agreement shall survive the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, either party may seek an injunction or other appropriate relief from a court or arbitrator (if arbitration is provided for in this Agreement) to preserve the status quo (including preservation of a claim that would otherwise be barred by an applicable statute of limitations that expires within 60 days of the filing) with respect to any matter pending conclusion of the mediation, but shall not be permitted to stay or otherwise impede the progress of the mediation. If the parties fail to reach an agreement through the above mediation process, either party may seek either judicial resolution if arbitration is not mandated in this Agreement, or resolution through arbitration if arbitration is mandated in this Agreement.

[End of General Conditions]