

## GENERAL TERMS AND CONDITIONS

### **1. AGREEMENT**

This purchase order ("PO") may be used by Company (as defined on the front of this PO), on behalf of itself and its affiliates as an offer or acceptance for the goods and/or services described herein (collectively, the "Work"). If this PO is used as an offer, it is expressly limited to the terms herein and constitutes notice of objection to any additional or different terms. If this PO is used as an acceptance, it is expressly conditioned on Supplier's assent to any additional or different terms contained in this PO. This PO consists of, and is expressly limited to and made conditional upon, Supplier's acceptance without modification of the terms, conditions, specifications, or documents referenced on the face and back hereof. Unless otherwise stated herein, the general terms and conditions of this PO ("General Terms and Conditions") constitute the entire agreement of the parties with respect to the Work and may not be modified, altered, or amended. No changes, deviations, or substitutions in the scope, design, process, configuration, or material of the Work may be made in any way, except as approved in writing signed by a duly authorized Company representative. Supplier shall promptly notify Company in writing prior to proceeding with Work if it is unable to comply with this PO exactly as written. In the event of any conflict among these General Terms and Conditions, the technical specifications, and special or supplemental terms and conditions referenced in this PO, the following order shall govern: (a) special/supplemental terms and conditions; (b) these General Terms and Conditions; and (c) the technical specifications. In the event of any conflict between this PO and any proposal or other document provided by Supplier, this PO shall govern. By performing any Work called for by this PO, Supplier agrees to these General Terms and Conditions and all other terms provided in the PO.

If Work includes providing Company with products, materials or services associated with NERC CIP High and Medium Impact Bulk Electric System ("BES") Cyber Systems that are subject to the NERC CIP- 013-1 requirements, the Addendum for Products and Services Associated with NERC CIP High and Medium Impact Bulk Electric System ("BES") Cyber Systems, CIP-013-1 Reliability Standard Requirements ("NERC CIP-013-1 Addendum"), attached hereto, shall apply and take precedence over any directly conflicting or inconsistent terms in this PO.

If this PO was awarded based upon the submission of bids, Supplier warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition.

### **2. SALES TAX**

To the extent any Work furnished under this PO may be exempt from taxation under applicable state tax law, or taxable to Company, Company shall issue to Contractor the necessary exemption or direct payment certificates, as appropriate, and no sales or use taxes shall be billed to Company on Company's purchases from Supplier.

### **3. EQUAL EMPLOYMENT OPPORTUNITY/ AFFIRMATIVE ACTION/EMPLOYEE PROTECTION**

Supplier hereby represents and covenants to Company that: (i) Supplier is in compliance with all of the laws and Executive Orders prohibiting discrimination, including, but not limited to, Title VII of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and their state law counterparts; (ii) Supplier and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) (for construction contractors, 41 CFR §60-4.3(a)); (iii) Supplier does not, and shall not discriminate against qualified individuals based on their status as protected veterans or individuals with disabilities, and shall not discriminate against individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin; (iv) Supplier and its subcontractors shall take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender

**identity, national origin, protected veteran status or disability; and (v) Supplier shall comply with the provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, as applicable.**

Company is committed to increasing the amount of business placed with minority, women, veteran and service disabled veteran owned businesses. Supplier is encouraged to utilize qualified minority, women, veteran and service disabled veteran owned subcontractors wherever possible. When a minority, women, veteran or service disabled veteran owned subcontractor is utilized, Supplier shall provide to Company the subcontractor's name, the services it provides, the estimated dollar value of the subcontract, and whether or not such subcontractor is certified as a minority, women, veteran or service-disabled owned business by an authorized agency and, if so, the name of the certifying agency.

Supplier shall implement a program and develop procedures to advise all employees that they are entitled and encouraged to raise safety concerns to Supplier's management and to Company without fear of discharge or other discrimination. If a Supplier's employee makes an allegation of discrimination prohibited by Law against Supplier, Supplier shall notify Company both verbally and by written notice within two (2) business days thereof.

In the event of any dispute between Supplier and its employee(s) about compensation, terms, conditions, or privileges of employment, Supplier agrees that it will not permit any provision in a settlement agreement arising out of such dispute to hinder or discourage any employee in any manner from notifying the appropriate authority of any matter within the scope of its regulatory authority.

#### **4. PROPRIETARY INTERESTS**

All Work shall constitute works made for hire, and the ownership of such Work, including all copyrights, patents, or other intellectual property rights shall be vested in Company. All Work provided hereunder shall not violate or infringe on any patent, copyright, trademark, proprietary interest or other intellectual property right of any third party. If the use of any Work, or any part thereof, shall be held to constitute an infringement and its use be enjoined in any suit or proceeding, Supplier shall, at its sole cost and expense, either procure for Company the right to continue using the Work, replace it with non-infringing items, or so modify it that it becomes non-infringing. All substituted non-infringing items shall be equal to or better in quality and performance than the items replaced, as determined by Company.

To the extent Supplier has a proprietary interest in any Work to be provided under this PO, Supplier grants to Company and its affiliates a perpetual, irrevocable, worldwide, nonexclusive, royalty-free license to reproduce, distribute, or use any intellectual property belonging to Supplier and the Work, including technology, data, know-how, information, materials, inventions, improvements, and discoveries, whether or not patentable or copyrightable, in any process, system, product, or method that is developed, conceived, made, or reduced to practice in the course of rendering Work for Company, including the preparation of derivative works ("IP License"). Unless the parties agree in writing otherwise, the IP License granted by Supplier herein shall survive termination of this PO.

#### **5. COMPLIANCE WITH LAW/CORPORATE SAFETY RULES, STANDARDS, AND BACKGROUND CHECKS**

Supplier shall comply with, and shall cause all subcontractors and other personnel engaged by Supplier in connection with the Work and others for whom Supplier is responsible, to comply with (i) the terms, conditions, requirements, methods, techniques, and contract standards established by Company and (ii) all laws, statutes, rules, regulations, orders, directives, permits, legislative or administrative actions,

judgments, standards and codes (collectively, "Law" or "Laws") applicable to Work. Supplier shall comply with Company's safety rules and respond to all safety related data requests.

**Hazard Communication Program:** Company may store and/or use materials that are defined as "hazardous chemicals" under the OSHA Hazard Communication Standard (29 CFR 1910.1200) at the location where Supplier is performing the Work and will make available to Supplier its "Hazard Communication Program," pursuant to 29 CFR 1910.1200(e) upon request. Prior to initiating any Work, Supplier shall contact the designated Safety Coordinator for the specific work location. Prior to the commencement of any Work, Supplier shall implement a "Hazard Communication Program" required by 29 CFR 1910.1200(e) for all "hazardous chemicals" that may be brought onsite by Supplier during performance of the Work and provide Company the details (including types and quantities) of any such chemicals. Supplier shall notify Company immediately of any hazardous substances, including petroleum products, discharged at Company's site, but this notice shall not relieve Supplier of its other obligations under Law.

**Export Control:** As applicable to Supplier in performing the Work, Supplier shall comply with all laws related to the export of nuclear materials, equipment, software, and technology, including the United States Department of Energy regulations found in 10 CFR Part 810, the United States Nuclear Regulatory Commission regulations in 10 CFR Part 110, and the United States Department of Commerce's Export Administration Regulations found in 15 CFR Part 730 et seq., as may be amended (collectively, "Export Control Laws"). Supplier, Supplier's affiliates and each of their respective subcontractors shall not export, re-export, transfer or retransfer, directly or indirectly, any items, software or technology controlled for export by the Export Control Laws, except as permitted by such Export Control Laws.

**Labor and Personnel.** If the Work to be performed involves the construction, reconstruction, installation, demolition, restoration, alteration or vegetation management services to any facilities or properties of any public utility in the State of New Jersey, Supplier agrees that it or its subcontractors currently are or will become signatory to a labor agreement with Local 94 or Local 855, as applicable, with wages, benefits, and conditions equal to, or better than, those in the current agreement with Public Service Electric and Gas Company, or in the event Local 94 or Local 855 does not have jurisdiction over the Work, with the appropriate represented workers skilled in construction industry trades and crafts applicable to the Work. If the Work qualifies as a "public work" under the New Jersey State Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. (the "Act"), Supplier shall be required to adhere to and comply with all aspects of the Act applicable to Supplier as a result of this PO and shall require the same of its subcontractors. These obligations include, but are not limited to: (a) workers employed in the performance of the Work shall be paid not less than the prevailing wages applicable to the Work; and (b) Supplier will employ on the site where the Work is being performed only individuals who have successfully completed all OSHA-certified safety training, if any, required by either the federal Occupational Safety and Health Administration, Company, or Supplier, as a prerequisite for the particular Work to be performed at such site. If the Work falls under the jurisdiction of the New Jersey Division of Property Management and Construction, Supplier agrees to comply with and to require its subcontractors to comply with all requirements of that agency and any related law.

**Standards of Conduct:** When performing the Work, Supplier and its employees shall adhere at all times to the provisions contained in PSEG's Suppliers Standards of Conduct, which can be found on its website <https://corporate.pseg.com/aboutpseg/suppliers> and may be amended without prior notice.

**Background Checks:** Prior to the start of any Work, Supplier shall complete background checks as may be specified by Company on any employee, agent, contractor or subcontractor of Supplier who may have access to Company's or its affiliates' (i) property/facilities; (ii) electronic systems or computer networks; (iii) information resources; or (iv) personally identifiable information or similarly sensitive

data without escort or uninterrupted oversight. Background checks will be deemed valid for seven (7) years.

#### **6. INSPECTION**

All Work supplied under this PO will be subject to Company's inspection. If any Work does not conform to this PO or applicable technical specifications, as determined by Company, it may be rejected. Nonconforming goods may, at Supplier's sole risk and expense, and at Company's option, be returned to Supplier or held by Company for a reasonable time. The provisions of this section shall not abrogate Supplier's obligations under this PO.

#### **7. TITLE/OWNERSHIP**

Unless otherwise agreed to by Company, shipment of any goods purchased by Company comprising the Work shall be made F.O.B. (i.e., "free on board" or "freight on board") to the destination specified by Company, freight included. Supplier shall obtain and bear the expense of any import and export license fees, charges, and costs and carry out, where applicable, all customs formalities and requirements necessary for the export or import of its equipment or materials and transport through any country. Title to all Work purchased by Company shall pass to Company upon the earlier of (i) time of payment or (ii) delivery to Company. Risk of loss of Work purchased by Company shall pass from Supplier to Company upon Supplier's delivery, and Company's acceptance, of such Work.

#### **8. WARRANTY**

Whether or not Supplier is a merchant of the Work provided by it, Supplier warrants that all Work provided by Supplier or its subcontractors shall: (i) be of high quality; (ii) be free from any defects in design, workmanship, performance, material, and title; (iii) be suitable for the purposes for which it was intended; (iv) be merchantable; (v) meet or exceed the safety standards established under the Occupational Safety and Health Act of 1970 as amended, 29 U.S.C. 651 et seq. and the regulations implementing it; (vi) be properly installed; (vii) result in dependable service and performance as specified in, or reasonably inferred by this PO; (viii) for safety-related work, be of the best quality consistent with Supplier's quality control program; (ix) comply with established industry codes and standards; (x) comply with sound industry and work practices; (xi) comply with Law; (xii) not violate any intellectual property right or other proprietary interest; (xiii) comply with any contract standards required by Company; and (xiv) otherwise fully conform in all respects to this PO. Supplier acknowledges that it is aware of the purpose intended for the Work to be provided under this PO. If within two (2) years from the date of placing any goods comprising the Work into the service for which they were purchased, or acceptance of any services comprising the Work, whichever is later, the Work does not conform to the above warranties and Company so notifies Supplier, Supplier shall promptly correct such nonconformity at Supplier's sole cost and expense, including costs of transportation to any location designated by Supplier and approved by Company as necessary for repair or replacement, and return transportation and reinstallation costs to the original location. The correction of such nonconformity shall be warranted for two (2) additional years from the date of correction. Further, the warranty on conforming Work affected by the repairs or replacement shall be similarly extended. The conditions of any subsequent acceptance tests shall be set by Company. Supplier shall be notified of, and may be represented at, all tests that may be performed. Supplier's liability hereunder shall extend to all damages caused by Supplier's or Supplier's subcontractors' or suppliers' breach of said warranties.

#### **9. INDEMNIFICATION; DEFENSE**

To the fullest extent permitted by Law, Supplier shall defend, indemnify, and hold harmless Company and its affiliates, and each of their respective officers, directors, managers, agents, employees,

successors and assigns (each, a “Company Indemnified Party” and collectively, “Company Indemnified Parties”) against any claims, liens, lien claims, suits, proceedings, judgments, losses, damages, injuries, penalties, costs, fines, or expenses, including attorneys' fees (collectively, “Losses”), arising out of, resulting from, connected with, or related to: (i) any inaccuracy of any representation or warranty when made by Supplier herein; (ii) Supplier’s breach of warranty or contract (including the terms of this PO); (iii) Supplier’s failure to pay any amounts that have become due and owing from Supplier to any subcontractor or other entity; (iv) any and all claims that any item provided or used by Supplier or Supplier’s subcontractors or suppliers infringes upon, misappropriates or violates a patent, copyright, or other intellectual property right or proprietary interest; (v) death, disease or bodily injury to persons, except to the extent such death, disease or bodily injury is caused by the sole negligence of a Company Indemnified Party; (vi) damage to, or destruction of, tangible property, including the loss of use resulting therefrom, except to the extent such damage to, or destruction of, tangible property is caused by the sole negligence of a Company Indemnified Party; (vii) the use, possession, or provision of any Work under this PO; and (viii) any violation or alleged violation of a Law by Supplier or by any officer, agent, employee, contractor, supplier or subcontractor of Supplier. Supplier’s obligation to indemnify, defend and hold harmless a Company Indemnified Party pursuant to this section extends beyond instances where the Company Indemnified Party may be liable for Supplier’s negligence and exists regardless of whether the Company Indemnified Party is alleged or determined to be liable due in part to Company’s own concurrent or partial negligence for the Losses claimed.

#### **10. LIMITATION OF LIABILITY**

COMPANY’S TOTAL LIABILITY TO SUPPLIER FOR ALL CLAIMS OR SUITS OF ANY KIND (WHETHER BASED UPON CONTRACT, TORT, INCLUDING NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR OTHERWISE) FOR ANY LOSSES OF ANY KIND ARISING OUT OF, RESULTING FROM, CONNECTED WITH, OR RELATED TO THE PERFORMANCE OR BREACH OF THIS PO SHALL NOT EXCEED THE PRICE OF THIS PO. COMPANY AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OF ANY KIND.

#### **11. INSURANCE**

Prior to the start of any Work, Supplier shall, at its sole cost and expense, procure and maintain in effect during performance and until final completion and acceptance of the Work, the following minimum insurance with insurance companies having ratings of A-/VII or better in the Best Key Rating Insurance Guide: (a) Workers' Compensation insurance as required by the state in which the Work is to be performed and Employer's Liability insurance with limits of \$1,000,000 per occurrence; (b) Commercial General Liability insurance (occurrence form only) providing coverage for premises, bodily injury, property damage and underground hazards (if applicable), personal injury, blanket contractual liability, (covering Supplier’s obligations under this PO), products and completed operations for not less than three (3) years from the date Company accepts the Work, coverage for independent contractors and broad form property damage coverage with limits of \$1,000,000 for each occurrence with an annual aggregate of \$2,000,000; (c) Commercial Automobile Liability insurance providing coverage for all owned, non-owned, and hired automobiles used by Supplier in the performance of the Work with a combined single limit of \$1,000,000 for each occurrence of bodily injury and property damage; (d) Excess or Umbrella Liability insurance with a limit of \$3,000,000 for each occurrence with an annual aggregate of \$3,000,000. This limit applies in excess of each of the coverage set forth in (a), (b), and (c) above.

All above-stated insurance policies, with the exception of Workers' Compensation, shall: name “Public Service Enterprise Group, its subsidiaries and affiliates” as additional insured; be primary to any other insurance or self-insurance maintained by Company; and provide for a waiver of all rights of subrogation

against Company by Supplier and its insurers. The Commercial General Liability insurance shall contain a standard cross liability provision. Supplier shall maintain and provide Certificates of Insurance (ACORD Form), as well as the policies evidencing the required insurance, and shall submit to Company or its agent upon request.

#### **12. FORCE MAJEURE**

Time is of the essence for Supplier's performance of the Work. However, the parties shall not be liable for delays in receipt or delivery due to causes beyond their reasonable control, such as acts of God, acts of civil or military authorities, governmental priorities, fires, floods, epidemics, war, or riot. In the event of any such delay, the new date of delivery of the Work may be mutually agreed upon, but it shall only be extended by a period of time not to exceed the number of days directly related to that specific cause of delay. Company shall not be liable for any increased costs, including price escalation, beyond the original delivery date, due to causes beyond either party's reasonable control.

#### **13. TERMINATION**

Without prejudice to any of its rights or remedies, Company may terminate all or any part of this PO without any liability or obligation whatsoever in the event that Supplier defaults, fails to provide Work on time, provides nonconforming or defective Work, fails to provide Company, upon request, with adequate assurance of future performance, or otherwise breaches any of the provisions of this PO. Company may also terminate all or any part of this PO for its convenience upon written notice to Supplier, in which case Supplier shall be paid the percentage of the PO price reflecting the percentage of Work provided to Company prior to Supplier's receipt of notice of termination, plus its necessary, reasonable, and verifiable expenses incurred as a direct result of the termination, less the disposal or retention value of inventory remaining at the time of termination. In the event of such termination, Supplier shall immediately stop all Work hereunder and immediately cause each of its suppliers and subcontractors to cease Work. Company shall not be liable or obligated in any way for Work provided after receipt of notice of termination or for any costs incurred by Supplier's suppliers or subcontractors that could have been avoided. The foregoing payment (if any) shall constitute Company's entire liability or obligation and Supplier's exclusive remedy for any such termination. Any request for payments arising out of the termination under this section shall be made in writing within thirty (30) days after the date of Company's termination notice and shall be accompanied by detailed documentation supporting such request.

#### **14. RIGHT TO RECORDS**

Company shall at all times have access to the Work and to all books, vouchers, memoranda, and other records relative to the Work that are in Supplier's possession or control for inspection, audit or reproduction. Supplier shall preserve these records for six (6) years after the final payment for the Work, during which time Company may complete any inspection, audit or reproduction that may be desired. If discrepancies or questions arise, the records shall be preserved until an agreement is reached. Company reserves the right to recover from Supplier any over-billed or incorrectly billed amounts plus interest at the fed rate, plus any costs of audit and professional fees expended to recover such over-billed or incorrectly billed amount. In addition, if any of the Work hereunder is performed on a time/material basis, such as, but not limited to, technical direction of installation, Supplier shall keep detailed accounts of all costs necessary for proper financial management with a system of accounts satisfactory to Company (including, but not limited to, tax components, such as FUTA, FICA-Social Security Tax and state taxes). Supplier shall keep daily time sheets for each employee, including name, classification, number of hours worked, and description of work done. Company shall have the right, but not the obligation, to approve these sheets daily.

**15. ADVERTISING/EXPEDITING**

Supplier or its agents shall not use Company's or its affiliates' name, photographs, logo, trademark, or other identifying characteristics without Company's prior written approval. The Work furnished under this PO shall be subject to expediting by Company, or its agents' personnel shall be allowed reasonable access to Supplier's plants and those of its suppliers for expediting purposes. Supplier shall supply schedules and progress reports as required by Company.

**16. PRICES/DISCOUNTS**

Supplier represents and warrants that the prices for the Work provided hereunder are not less favorable than those currently extended to any other customer for the same or similar goods in the same or similar manner and/or quantities. All discounts applicable to this PO will be computed from the date the Work is received, or from the date that a correct invoice is received, whichever is later.

**17. ASSIGNMENT**

Supplier shall not assign or transfer its rights or obligations under this PO in whole or in part to any other person, partnership, firm, corporation, or other entity without the prior written consent of Company. For purposes of this provision, an assignment or transference shall include a change in control, a sale of all or substantially all of its assets, and/or a merger or by operation of law or otherwise.

**18. WAIVERS/WITHHOLDING OF PAYMENTS**

Company's failure to insist upon strict performance of any provision of this PO by Supplier, or to take advantage of any of its rights hereunder, shall not be construed as a waiver by Company of any such provision or the relinquishment of any of its rights and remedies. All claims for money due or that become due from Company shall be subject to set-off by Company against any other amounts due to Supplier by reason of any claim arising out of this PO or any other transaction with Supplier. Supplier shall immediately cause any liens or lien claims filed against Company's its affiliates' properties by any of its subcontractors or suppliers of any tier to be discharged. Company shall have the right to withhold and deduct the amount of any such lien or lien claim from the amount due to Supplier and, at Company's option, pay the lien claimant directly. Company will not be obligated to pay Supplier for the Work if an invoice is received more than forty-five (45) days after the associated Work has been performed.

**19. DISPUTES**

Notwithstanding the existence of a dispute between the parties, Supplier shall proceed with the Work as directed by Company.

**20. CONFIDENTIAL INFORMATION/IDENTITY THEFT NOTIFICATION**

Any information or data, whether in oral, written, or physical form, concerning Company's or its affiliates' employees or customers, or any product of Company's or a Company affiliate's expenditure of time, effort, money, or creativity, that are: a) obtained from or provided by Company to Supplier; b) developed, compiled, or prepared by Supplier for Company; or c) identified by Company as confidential or proprietary or should be reasonably understood by Supplier to be confidential shall be treated and maintained by Supplier as Company's confidential and proprietary information (collectively, "Confidential Information") and shall not in any manner be used by or disclosed to any third party, in whole or in part, without Company's prior written permission. If Supplier becomes aware of any actual or suspected disclosure or loss of Company's or any Company affiliate's employee, customer or shareholder personally identifiable information, Supplier shall immediately notify Company and take

steps to mitigate such disclosure in accordance with Law and Company policies. Supplier shall defend, indemnify and hold harmless all Company Indemnified Parties against any Losses arising out of or relating to any disclosure or loss of Company's or any Company affiliate's employee, customer or shareholder information (including, but not limited to, all Losses associated with Company's compliance obligations under Law) caused by the acts or omissions of Supplier or Supplier's subcontractors or suppliers. In addition, Supplier shall arrange and pay for credit monitoring services for a period of not less than one year from the date of notification to the affected customers, employees or shareholders. The parties acknowledge and agree that nothing in the PO prevents either party or their respective employees from disclosing a trade secret and should not be held civilly or criminally liable under Law for disclosing a trade secret: (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney solely for the purpose of reporting or investigating a suspected violation of Law; (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; (iii) to its attorney in connection with a lawsuit alleging retaliation by an employer for reporting a suspected violation of Law; or (iv) in connection with a lawsuit described in subparagraph (iii) above, provided the disclosing party: (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to a court order. Furthermore, nothing contained in this PO prevents either party or their respective employees from disclosing a perceived violation of Law to any federal, state, or local governmental agency or entity including, but not limited to, the Securities and Exchange Commission, or making other disclosures that are protected under the whistleblower provision of any Law.

#### **21. GOVERNING LAW**

This PO shall be governed by, and construed in accordance with, the Laws of the State of New Jersey. Any claims or suits shall be filed and litigated in New Jersey. THE PARTIES EXPRESSLY WAIVE THEIR RIGHT TO A TRIAL BY JURY.

#### **22. SURVIVAL**

All provisions for limitation or protection against loss or liability of Company, including all warranties, protections, and indemnities, shall survive termination, suspension, or cancellation of this PO.