



Hartford Steam Boiler

PURCHASE ORDER TERMS AND CONDITIONS

- 1. Acceptance of Purchase Order:** This "Purchase Order" includes the purchase order to which these terms and conditions are attached, these terms and conditions ("Terms"), and any and all specifications, drawings, designs, instructions and data ("Specifications") submitted with this Purchase Order to the party to whom this Purchase Order is addressed ("Supplier") or provided to Supplier in connection herewith, as well as any written amendments to the foregoing signed by the company that has signed this Purchase Order ("Buyer"). This Purchase Order is an offer by Buyer for the purchase of goods ("Goods") or services ("Services") specified from the Supplier, subject to these Terms. This Purchase Order will be deemed accepted by the Supplier upon the first of the following to occur: (a) Supplier making, signing, or delivering to Buyer any letter, form, or other writing or instrument acknowledging acceptance; or (b) any performance by Supplier under the Purchase Order. This Purchase Order expressly limits Supplier's acceptance to the terms of this Purchase Order. These Terms expressly exclude any of Supplier's terms and conditions of sale or any other document issued by Supplier in connection with this Purchase Order. All Goods and Services must be in strict compliance with the requirements of this Purchase Order. Supplier shall be bound by this Purchase Order in all respects when it delivers any of the Goods or performs any of the Services ordered herein. All rights not expressly granted to Supplier under this Purchase Order are reserved by the Buyer. The documents that comprise this Purchase Order are complementary; what is called for by one is as binding as if called for by all. Insofar as possible, all requirements, terms, conditions and provisions of the Purchase Order shall be construed and interpreted consistently. In any case of inconsistency, conflict or ambiguity between, or among the documents that comprise this Purchase Order, the order of precedence shall be as follows (1) Specifications, (2) purchase order cover page; and (3) the Terms.
- 2. Changes:** The Buyer reserves the right at any time to make changes in any one or more of the following: (a) Specifications; (b) methods of shipment or packing; (c) place of delivery; and (d) time of delivery. If any such change causes an increase or decrease in the cost or the time required for performance of this Purchase Order, an equitable adjustment shall be made in the Purchase Order price or delivery schedule, or both. Any claim by Supplier for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) business days from receipt by Supplier of the change. Price increases or extensions of time for delivery shall not be binding on Buyer unless evidenced by an amendment to the Purchase Order signed by Buyer.
- 3. Delivery:** Time is of the essence with respect to the provision of Goods and performance of Services under this Purchase Order. Goods must be delivered and Services must be performed in strict accordance with the times set forth in this Purchase Order. All Goods shall be packaged and shipped in a manner sufficient to ensure arrival in an undamaged condition. Supplier will coordinate delivery of Goods and performance of Services with Buyer and/or, upon Buyer's request, with Buyer's representatives (including, without limitation, any other contractor of Buyer). Any provisions herein for delivery of Goods or the performance of Services by installments shall not be construed as making the obligations of Supplier severable. The Purchase Order number must appear on all documents pertaining to the Purchase Order, invoices, packing lists, correspondence, and all shipping documents. Supplier shall not substitute material or ship more than the quantity ordered. Supplier shall be solely responsible for and pay all costs of delivering the Goods, including, without limitation, all shipping and freight costs and all duties, fees, tariffs or similar analogous taxes on imports/exports of the Goods. Supplier shall comply with all export and import laws of all countries involved in the sale of Goods under this Purchase Order.
- 4. Representations, Warranties and Inspections:** Supplier represents and warrants to the Buyer that: (a) Supplier is an entity duly organized, validly existing, and in good standing under, and is in full compliance with, applicable federal, state, county and municipal laws, ordinances, permits, acts, statutes, orders, codes, directions, rules, regulations, licenses, permissions, authorizations, and consents and other legal requirements ("Law"); (b) this Purchase Order is a genuine, legal, valid and binding obligations of Supplier, enforceable against Supplier in accordance with its terms and conditions; (c) this Purchase Order has been duly authorized, executed and delivered by Supplier; (d) each signatory to this Purchase Order on behalf of the Supplier has authority to bind Supplier to this Purchase Order; (e) Supplier has read and accepted the terms and conditions of the Purchase Order; (f) Supplier has not misstated or failed to state a material fact in any of the statements or other documents or information submitted at any time by Supplier to Buyer, and (g) all Goods, Services or Goods furnished in connection with Services will: (1) be new and free from any defects in workmanship, material and design; (2) be performed in a professional and workmanlike manner; (3) conform to Specifications; (4) be fit for their intended purpose and operate as intended; (5) be free and clear of all liens, security interests or other encumbrances; (6) comply with all applicable Law; and (6) not infringe or misappropriate any third party's intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance. Notwithstanding (i) payment, (ii) passage of title, or (iii) prior inspection, Buyer reserves the right to inspect the Goods and Services before, on or after the date of delivery or performance, as applicable. If Buyer gives Supplier notice of noncompliance, Supplier shall, at its own cost and expense, immediately replace or repair the nonconforming Goods or Services. Buyer may recover from Supplier any costs of removing non-conforming Goods from property, equipment or products in which such Goods have been incorporated. Supplier shall promptly notify Buyer in writing of any action, change or development which would make any representation, warranty, covenant or agreement in or furnished under or as a part of this Purchase Order untrue, inaccurate or incomplete in any respect.
- 5. Property Furnished to Supplier by Buyer:** Unless otherwise agreed in writing, any property (including, without limitation, the Specifications) furnished to the Supplier by the Buyer, or specifically paid for by the Buyer, for use in the performance of this Purchase Order, shall be and remain the property of the Buyer, shall be subject to removal upon the Buyer's instruction, shall be used only in filling orders from the Buyer, shall be held at the Supplier's risk, and shall be kept insured by the Supplier at the Supplier's expense while in its custody or control in any amount equal to the replacement cost thereof, with loss payable to the Buyer.
- 6. Price:** The Buyer shall not be billed at prices higher than stated on this Purchase Order unless authorized by an amendment to the Purchase Order signed by Buyer. Supplier represents that the price charged for the items or services covered by this Purchase Order is the lowest price charged by the Supplier to buyers of a class similar to Buyer under conditions similar to those specified in this Order and that prices comply with applicable government regulations in effect at time of quotation, sale or delivery.
- 7. Payment Terms; Taxes:** Buyer shall make payment to Supplier no more than thirty (30) days after the date a correct invoice is received or the date of delivery and acceptance of goods ordered, whichever is later, unless more favorable terms are incorporated in the Purchase Order or invoice. Cash discount periods will be computed from either of the aforementioned dates, whichever is later. Supplier shall include on its invoices and submit to the appropriate authorities all sales and other applicable local, state and federal taxes associated with this Purchase Order, other than taxes associated with Buyer's net income or premium income. If such transaction taxes are not charged concurrently with the submission of invoices, Supplier will be solely responsible for these taxes and/or reimburse Buyer for any related interest, penalties, etc. upon any tax jurisdiction audit.
- 8. Termination:** Buyer may terminate this Purchase Order for convenience at any time without penalty by giving the Supplier written notice of termination, in which case Buyer will be responsible for compensating Supplier only for those Goods or Services actually provided or performed through the date of termination. In the event that the Supplier or others used by the Supplier in the provision of Goods or performance of the Services breaches the terms or provisions of this Purchase Order (including without limitation any representation or warranty), Buyer may, in addition to any other rights and remedies available to HSB pursuant to this Purchase Order or at law or in equity, terminate this Purchase Order by written notice to the Contractor effective



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immediately upon the sending of said notice.

9. Confidentiality: For the seven (7) year period from the date of this Purchase Order, Supplier shall not disclose to any third party, or use other than in connection with this Purchase Order, any information learned directly or indirectly from Buyer or its clients that is not already in the public domain ("Confidential Information"). Supplier shall return all such information immediately upon request. This includes implementing and maintaining information system security measures and controls to protect the confidentiality of the Confidential Information at least to the same degree as such party uses for its own confidential information, but such security measures and controls shall, at minimum comply with reasonable best practices for the relevant industry. Notwithstanding the terms and conditions contained in this Purchase Order, any Confidential Information that is non-public personal information subject to the Gramm Leach Bliley Act or protected health information subject to the Health Insurance Portability and Accountability Act, or that is subject to Law regarding privacy, shall be treated by the parties pursuant to such acts or Law, to the extent of their applicability. With respect to personal data originating from any member state of the European Union, the parties agree to maintain such personal data as confidential in accordance with the provisions of the European Union Data Protection Directive. Supplier shall not reproduce or use the names, logos, service marks or trademarks of Buyer in advertising, marketing material, or otherwise without the express written permission of Buyer.

10. Insurance: Without in any way limiting Supplier's liability hereunder, Supplier shall maintain the following insurance in form and with underwriters satisfactory to Buyer: (i) Workers' Compensation insurance as prescribed by applicable law; (ii) Employer's Liability insurance in an amount not less than \$500,000 per accident and \$500,000 per employee; (iii) Commercial General Liability insurance with a limit of liability not less than \$1,000,000 per occurrence and a \$2,000,000 general aggregate; (iv) Commercial Automobile Liability insurance including owned, non-owned and hired automobiles with a combined single limit of liability not less than \$1,000,000 per accident for bodily injury and property damage; and (v) Professional Liability (Errors & Omissions) insurance, covering services provided, in an amount not less than \$1,000,000 each and every claim and in the aggregate. The above limits can be provided in any combination of primary and excess/umbrella policy(ies). The insurance specified above shall contain waivers of subrogation in favor of Buyer and its affiliates and subsidiaries. The Commercial General Liability insurance coverage furnished by Supplier shall name Buyer, Buyer's affiliates, their employees, directors and officers, Buyer's contractors and subcontractors, and all of their affiliates as additional insureds. The above insurances shall be placed with insurance companies licensed to do business in the state where the Goods are delivered or the Services are provided, and shall be maintained throughout the period during which Goods are being provided or the Services are performed, whichever is later. Supplier shall, before commencing the provision of Goods or performance of Services and upon renewal of any of the above mentioned policies, or upon reasonable request, provide Buyer with certificates of insurance showing all required coverage in a form acceptable to Buyer. Neither failure to provide, nor Buyer's failure to obtain proof of compliance, shall act as a waiver of Supplier's liability.

11. Auditing: At any time during the term of this Purchase Order and for a period of three years thereafter, Buyer may, during normal business hours, review the records of the Supplier related to the performance of the services or procurement of goods being provided under this Purchase Order. Buyer may provide this Purchase Order and any related information to Buyer's affiliates for auditing and compliance purposes.

12. Notices: The parties agree that any notices or communications required under this Purchase Order shall be made in writing and shall be sent via: (a) hand delivery, or (b) certified or registered mail, return receipt requested. Such notices shall be directed to the attention of the contacts identified on the first page hereof, and, in the case of notice to Buyer, with a copy to: HSB, Attention: Law Department, One State Street, Hartford, Connecticut 06102. Each party may designate other or additional persons as contacts by providing written notice to the other party.

13. Indemnification: Supplier shall indemnify, save harmless and defend the Buyer Indemnified Parties from and against any and all Claims (a) to the extent caused by the negligence, willful misconduct, or breach of the terms and conditions of this Purchase Order or any representations or warranties by Supplier or its employees, agents or representatives, (b) of any nature arising, or claimed to arise, out of any delivery of Goods or performance of Services by Supplier in whole or in part, upon Buyer's premises. The provisions of this Section shall survive termination of this Purchase Order.

14. Non-Solicitation: Supplier shall not interfere with the employment relationship between Buyer and any Buyer employee with whom Supplier may come in contact in connection with this Purchase Order and shall not employ such Buyer personnel for a period of at least one (1) year from the expiration or termination of this Purchase Order.

15. Export: Supplier acknowledges that Buyer is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Goods and Services provided under the Purchase Order, including any export license requirements. Supplier agrees that such Goods and Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. Supplier agrees to indemnify, defend and hold the Buyer Indemnified Parties harmless from any and all Claims related to non-compliance with applicable export laws and regulations.

16. Compliance: Supplier shall adhere to and shall cause its personnel to adhere to Buyer's Code of Conduct, EEO Policy and any other applicable policies while providing services hereunder at, on, or within any Buyer site. Buyer shall provide to Supplier copies of its Code of Conduct, EEO Policy and such other applicable policies, or relevant portions thereof as appropriate, upon Supplier's request. Supplier shall at all times comply with Buyer's safety practices and shall at all times safeguard Buyer's property and employees from injury or loss at each site in connection with the performance of Services. Supplier shall protect Buyer's equipment, apparatus, machinery, and other property and all adjacent work so as to keep each Project site free from dampness, dirt, dust, or other damage. Neither the Supplier nor any other person or entity used by the Supplier shall (i) pay, offer, give or promise any entertainment, gift, gratuity, money, or anything of value in the provision of Goods or performance of the Services, (ii) obtain or solicit any entertainment, gift, gratuity, money, or anything of value from, directly or indirectly, any person, association, firm, corporation, government or other entity in the provision of Goods or performance of the Services or (iii) take any other action that a Buyer employee would be prohibited from taking by Buyer's Code of Conduct and Ethics, or that would be prohibited by Law, or by the policies of that association, firm, corporation, government or other entity.

17. Governing Law: The formation, construction and enforcement of this Purchase Order shall be governed by the laws of the State of Connecticut, excluding its conflict of law principles. The courts of the State of Connecticut and the federal courts located in Connecticut shall have exclusive jurisdiction over and shall be the exclusive venue for resolving disputes relating to this Purchase Order.

18. Corporate Responsibility: Buyer, as a member of the Munich Re group of companies, commits itself to protect human rights, prevent forced, compulsory and child labour, promote environmental protection, and combat corruption pursuant to the UN's Global Compact initiative. Specifically, the requirements made of companies under the UN's Global Compact are as follows: (a) to support and respect the protection of internationally proclaimed human rights in their own sphere of influence (Principle 1) and make sure that their own businesses are not complicit in human rights abuses (Principle 2); (b) to uphold the freedom of association and the effective recognition of the right to collective bargaining (Principle 3), the elimination of all forms of forced and compulsory labour (Principle 4), the effective abolition of child labour (Principle 5) and the elimination of discrimination in respect of employment and occupation (Principle 6); (c) to support a precautionary approach to environmental challenges (Principle 7), undertake initiatives to promote greater environmental responsibility (Principle 8), encourage the development and diffusion of environmentally friendly technologies (Principle



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9); and (d) participating companies give an undertaking to work against corruption in all its forms, including extortion and bribery (Principle 10). The above principles relate both to direct business activity and to the business and social spheres of influence. Munich Re Group expects as a prerequisite for cooperation that the principles laid down in the UN's Global Compact will also be applied by its business partners. Supplier acknowledges that it will endeavour to adhere to the principles outlined above. Supplier shall therefore, at Buyer's request, submit a written declaration or communication regarding compliance with the UN's Global Compact in its company within an appropriate time-frame. In the event Buyer determines that Supplier has engaged in activities that are not in compliance with the UN's Global Compact or, in Supplier's sole judgment Buyer fails to comply with this Section, Buyer reserves the right to terminate all of its contracts with Supplier, notwithstanding anything in any agreement to the contrary.

19. Miscellaneous: The failure of either party to enforce any rights granted under this Purchase Order or to take action against the other party in the event of breach shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. This Purchase Order constitutes the entire agreement between the parties and supersedes all prior understandings or agreements, whether oral or written, concerning the subject matter hereof. This Purchase Order may not be released, discharged, changed, amended, or modified, except by an instrument in writing signed by a duly authorized representative of each party. Risk of loss of the Goods remains with Supplier and title will not pass to Buyer until the Goods are delivered to and accepted by Buyer. The parties acknowledge and agree that any construction of this Purchase Order shall not be made against the drafter of the Purchase Order. Provisions of this Purchase Order which by their nature should apply beyond any expiration or termination of this Purchase Order will remain in effect for the period necessary to give effect thereto. If any provision of this Purchase Order is determined to be invalid or unenforceable, such provision shall be reconstituted, to the extent possible, as a valid and enforceable provision which shall put the parties in the same position as if the original provision was valid and enforceable. If it is not possible to so reconstitute such provision, all other provisions of this Purchase Order shall remain in effect and enforceable. The relationship of the Supplier to Buyer is that of an independent contractor, and nothing herein shall be construed as creating any other relationship. The title designations or captions of this Purchase Order are for convenience only and shall not affect its interpretation or construction. Neither this Purchase Order nor any right or obligation hereunder may be assigned, subcontracted or delegated by Supplier without the written consent of the Buyer. The rights and remedies under this Purchase Order are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise.