

## Purchase Order Terms and Conditions

These Purchase Order Terms and Conditions (this "Order") are made and shall be effective as of the date of acceptance (the "Effective Date"), by and between buyer ("Us" or "Buyer") and seller ("You" or "Seller"). This Order, each individual purchase order and any subsequent amendments, hereto and thereto comprise the entire agreement between Buyer and Seller with respect to the subject matter hereof. The parties hereto acknowledge that there are no other terms or conditions, agreements or understandings applicable to this Order; including, without limitation, with respect to the scope and subject matter of this Order.

In consideration of the obligations herein and other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. This Order shall be valid upon acceptance and is limited to the terms hereof. No amendment to this Order shall be valid unless made in writing and signed by authorized representatives of both parties.
2. "Items" or "Products" means the item or product, equipment, material, services or supplies described in any purchase order issued pursuant to this Order.
3. The term of this Order shall commence on the Effective Date and, unless this Order is terminated earlier, shall continue until all purchase orders have expired or been terminated.
4. Buyer may terminate this Order, in whole or in part, including any one or more purchase orders, at any time, at its sole discretion, by providing written notice of termination to Seller. Seller will discontinue all work in accordance with Buyer's termination instructions. Upon receiving notice of termination, Seller will place no further orders, or enter further subcontracts for services, materials or equipment related to the terminated work. In addition, Seller will terminate all existing orders and subcontracts, insofar as those orders and subcontracts relate to the performance of the work terminated. Buyer's only liability to Seller will be to pay Seller the unpaid balance due for Items or Products shipped or labor incurred prior to the date identified in Buyers notice.
5. Seller is not to substitute any Item in the purchase order unless authorized in writing by Buyer.
6. Seller shall accept returns for a period of sixty (60) days following shipment for exchange or refund of the purchase price; provided, that Items must be in their original cartons, unopened and unused. Over-shipments shall be returned to Seller at Seller's expense.
7. The "Ship To" will be the location shown on the purchase order where the Item(s) will be delivered. Onsite delivery dates stated on the purchase order reflect the date that Buyer expects the Item to arrive at the Ship To location, as agreed to by the parties. No charges will be allowed for packaging, crating or drayage, unless specifically authorized in this Order. Shipment is to be made by the most economical means of transportation, unless otherwise specified, and Buyer will not be responsible for transportation charges unless Items or Products are shipped according to Buyer's express written instructions. No expediting fees or special handling charges shall be incurred in the processing of a purchase order unless specifically authorized by Buyer in writing.
8. If a Safety Data Sheet (SDS) is applicable to any Item or Product on the Order, please send an electronic copy of the SDS to [sdssupdates@safetec.net](mailto:sdssupdates@safetec.net)
9. Title to the Items will pass to Buyer when the Items are accepted by Buyer's designated representative or agent, at the location designated by Buyer's designated representative or agent. Risk of loss will remain with Seller until title to the Items has passed to Buyer.
10. Seller will be liable for all failures, delays and interruption in performing any of its obligations under the purchase order which are within its reasonable control, and Seller will at no additional cost or expense to Buyer, use its best efforts to make up time lost by such delays.
11. Unless otherwise directed by Buyer, Seller shall submit all invoices for the Work through Ariba, Company's electronic invoicing system (or any replacement system therefor, as directed by Company). Seller will contact [supplierenablement@vistracorp.com](mailto:supplierenablement@vistracorp.com) for system requirements and access. Seller is responsible for securing its right to use Ariba and is solely responsible for all costs (if any) and requirements to utilize the Ariba system.
12. Seller will invoice Buyer for the purchase price of the Items or Products when those Items or Products have been delivered to Buyer, in accordance with all requirements of this Order. Such invoices will include the purchase order number provided by Buyer to Seller, a detailed description of the Item(s) invoiced thereunder and amounts billed therefor. Seller's invoices will be payable within sixty (60) days of receipt by Buyer of an invoice. Buyer may withhold payment from any portion of an invoice in good faith dispute upon written notice to Seller. In the event of a dispute, the parties will work to resolve it to their mutual satisfaction. If Seller fails to provide a correct invoice to Buyer for any Product within one hundred and twenty (120) calendar days after the last day of the month in which such Product is delivered, then Buyer shall not be obligated to pay for such Product. All invoices for non-e-commerce Sellers shall be sent to: [AP.Invoicing@vistracorp.com](mailto:AP.Invoicing@vistracorp.com).
13. Seller shall be fully responsible for reporting and discharging all local, state and federal income or profit taxes or taxes imposed in lieu of an income or profit tax, franchise tax, licensing fees, qualification or domestication fees, pension benefits, payroll taxes including social security taxes, employment, disability and other customary insurance and for any other taxes (except sales, use, excise and gross receipts taxes addressed below) or payments, together with any interest and penalties, additions to tax, or additional amounts with respect thereto, which may be due and owing by Seller or which are the result of fees or amounts paid by Buyer hereunder. With respect to federal, state and local sales, use, excise and gross receipts taxes, Seller is responsible for reporting and discharging taxes statutorily imposed on Seller. Where such taxes are statutorily imposed on Buyer, Seller shall collect such taxes from Buyer, unless Buyer presents Seller with a valid exemption certificate. If Seller is not required or registered to collect such taxes, Buyer shall remit the applicable taxes to the proper taxing jurisdiction. Both Seller and Buyer agree to provide each other with the necessary information to determine the taxability of the charges incurred pursuant hereto, which may include providing support for the breakout of materials from labor where requested.
14. For purposes of this Order, "Confidential Information" means all nonpublic, confidential and/or proprietary information, of the disclosing party, (the "Disclosing Party") in whatever form transmitted to the other receiving party (the "Receiving Party"), including, without limitation, all customer data and information, specifications, drawings, sketches, models, samples, reports, plans, forecasts, methods of doing business, current or historical data, computer programs or documentation and all other technical, financial or business data. Notwithstanding the foregoing, Confidential Information will not include information that: (a) is or becomes generally known to the public not as a result of a disclosure by the Receiving Party or as a result of a breach of this Order or any other confidentiality obligations; (b) is rightfully in the possession of the Receiving Party prior to disclosure by the Disclosing Party; or (c) is received by the Receiving Party in good faith and without restriction from a third party, not under a confidentiality obligation to the Disclosing Party and having the right to make such disclosure. The Receiving Party agrees: (a) that it will keep all Confidential Information in strict confidence, using no less than the degree of care employed by Receiving Party to safeguard its own Confidential Information; (b) that it will not disclose any Confidential Information to anyone outside of the Receiving Party; and (c) that it will not make use of any Confidential Information for its own purposes (except as necessary to fulfill its obligations under this Order) or for the benefit of anyone other than the Disclosing Party. The Receiving Party agrees, upon request of the Disclosing Party, to return to the Disclosing Party all Confidential Information of the Disclosing Party in its possession or certify the destruction thereof. In the event of a breach of this Section, the Disclosing Party may not have an adequate remedy at law. The Parties therefore agree that the Disclosing Party may be entitled to seek the remedies of temporary and permanent injunction, specific performance or any other form of equitable relief deemed appropriate by a court of competent jurisdiction.
15. Seller represents and warrants that (i) all Items and Products shall confirm to the specifications in the applicable purchase order and all Items shall be of merchantable quality and free from defect in design, material and workmanship; (ii) the Items will be appropriate for the purpose for which goods of that kind are normally used; (iii) Seller will deliver good and marketable title to the Items, and the Items will not be subject to any encumbrance, lien, security

interest, or other defect in title; and (iv) the Products, and Buyer's use of such Products, does not and will not infringe, misappropriate or otherwise violate any intellectual property right or other proprietary right of a third party.

16. If within twelve (12) months of providing the Item(s), Buyer notifies Seller in writing that any of the Items fails to conform to any of the above-specified warranties, Seller will provide to Buyer a plan to remedy the failure specified in such notice. If Seller is unable to remedy the failure, Buyer may, at its sole option, (i) extend the amount of time for Seller to remedy the failure, or (ii) terminate this Order or applicable purchase orders and receive a refund of the fees paid for the deficient Items and pursue its remedies at law to recover direct damages resulting from the breach of this warranty.

17. Seller, at its own expense, shall defend, protect, indemnify and hold the Buyer harmless from and against all claims/liabilities based upon personal injury and/or death, property damage and breaches of confidentiality arising out of or in any way incident to Seller's performance of this Order, or otherwise in connection with the acts or omissions of Seller, its employees, agents or contractors. IT IS THE EXPRESS INTENT OF THE PARTIES THAT FOR THE PURPOSES OF THIS PARAGRAPH, SELLER'S OBLIGATIONS TO DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS, WILL INCLUDE, BUT NOT BE LIMITED TO, CLAIMS ARISING OUT OF OR RESULTING FROM BUYER'S CONCURRENT OR SOLE (A) NEGLIGENCE OF ANY TYPE OR DEGREE, (B) STRICT LIABILITY, (C) TORTS, OR (D) OTHER FAULT OF ANY NATURE. Seller will not enter into any settlement agreement, consent decree, or other compromise with respect to any claim/liability relating to this Order without first notifying Buyer of Seller's intention to do so and affording Buyer ample opportunity to appear, intervene, or otherwise appropriately assert and protect Buyer's interests with respect thereto.

18. THIS ORDER IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF TEXAS. THE PARTIES MUTUALLY CONSENT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS IN DALLAS COUNTY, TEXAS. THE PARTIES MUTUALLY AGREE THAT THIS ORDER IS A "MAJOR TRANSACTION" WITHIN THE MEANING OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE § 15.020.

19. Seller represents, warrants and covenants that it is knowledgeable of and will comply with all international, federal, state, and local laws, rules, including applicable customer protection rules promulgated by applicable regulatory agencies, decrees, orders, regulations, by-laws, ordinances and codes that may, in any manner, affect the conduct of the services, including, without limitation, all environmental laws; anti-bribery, fraud, the Foreign Corrupt Practices Act and anticorruption laws; insider trading and securities laws; anti-competition and antitrust laws; all applicable federal, state and local labor, employment, and immigration related statutes and laws, including without limitation all applicable laws prohibiting discrimination, harassment, and retaliation; the Patient Protection and Affordable Care Act of 2010 and the applicable regulations thereunder (collectively, "PPACA"); the Immigration Reform and Control Act of 1986 ("IRCA"); and all local, state, and federal laws, codes and regulations relating to safety, health and environmental compliance, including without limitation, the Occupational Safety and Health Act ("OSHA"). In this regard, any failure to so comply in relation to the Order shall constitute a breach of this Order. In particular, but without limitation:

a Upon request and reasonable notice, Seller agrees to provide Buyer with written certification or verification that Seller's Form I-9, social security number verification, and E-Verify processes for any Seller employee assigned to perform services under the Order comply with IRCA. Seller shall notify Buyer immediately if it has been investigated for or charged with immigration-related violations. If Seller is suspended or debarred from federal hiring programs because of immigration law compliance, or otherwise found to have violated immigration laws, Buyer may terminate this Order immediately.

b Seller (i) represents, as of the date hereof, that (a) Seller has provided to Buyer for inclusion in Buyer's electronic systems of record, a completed copy of Buyer's Supplier Status Profile ("SSP"), in respect of such Seller, and (b) the size or socioeconomic representations and certifications made in such SSP are current, accurate, complete, and applicable to the Items under this Order (including business size standards applicable to the NAICS code) as of the date hereof or within the last twelve months, and (ii) covenants that Seller shall provide to Buyer an updated SSP from time to time within thirty (30) days of Buyer's request, each of which updated SSPs shall be current, accurate and complete as of the date of submission by Seller to Buyer.

20. Seller shall, to the extent they apply, abide by (1) the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin and require 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; (2) 29 CFR Part 471, Appendix A to Subpart A, and (3) E-Verify **NO DEBARMENT, NO PROHIBITED GOODS**. Seller represents and warrants that (i) neither it, nor its affiliate companies, are prohibited by any applicable laws or regulation, from providing goods or services within the United States to Buyer, including, without limitation, in Buyer's capacity as a Federal contractor, telecommunications provider, and/or Nuclear Regulatory Commission licensee, and (ii) no goods, material, equipment or devices, including but not limited to wire and cable insulation or telecommunication and video surveillance devices, provided or distributed by or through Seller have been prohibited or contain any components or substances that have been prohibited by applicable law or regulation from distribution or use in commerce to Buyer, including, without limitation, in Buyer's capacity as a Federal contractor, telecommunications provider, and/or Nuclear Regulatory Commission licensee.

21. **EXPORT CONTROL**. Seller agrees not to disclose, transfer, export, or re-export, directly or indirectly, any of Buyer's confidential or proprietary information, or any direct or indirect products, software, technology, or technical data included therein or resulting therefrom, to any country, natural person, or entity, except in accordance with applicable export control laws and regulations. Seller shall comply with all such export control laws and regulations, including, but not limited to, the U.S. Department of Energy's regulations in 10 CFR Part 810 governing the access to or transfer of nuclear technology, the regulations of the U.S. Nuclear Regulatory Commission governing export and import of nuclear equipment and material in 10 CFR Part 110, the U.S. Department of Commerce's Export Administration Regulations governing commercial or dual-use technology and commodities in 15 CFR Part 730 et seq., and any export requirements administered by the U.S. Department of State.

a Without limiting the foregoing, and notwithstanding anything to the contrary in this Agreement, Seller acknowledges that the transfer of technology regulated under 10 CFR Part 810 to Seller, or from Seller to Foreign Nationals, as such term is defined in 10 CFR § 810.3, is subject to the restrictions set forth in 10 CFR Part 810, whether the recipient is located inside or outside the United States. Seller acknowledges that it cannot transfer or give access to such regulated technology to any Foreign Nationals except in accordance with 10 CFR Part 810. Seller further acknowledges that it cannot share such regulated technology with Foreign Nationals who are citizens or permanent residents of, or entities domiciled in, incorporated in, or organized in a country that requires a Specific Authorization, as such term is defined in 10 CFR § 810.3, unless and until the U.S. Department of Energy approves such access or transfer. Seller will not transfer or provide access to Part 810-controlled technology to its own employees and representatives who are Foreign Nationals, except in compliance with 10 CFR Part 810. Seller also agrees that technology provided to Seller pursuant to this Agreement will be used solely for the Work identified in this Agreement.

b Buyer may immediately terminate the Agreement by giving notice to Seller if Seller violates or takes any action that may result in a violation by Buyer of 10 CFR Part 810. Seller shall indemnify Buyer for any damages incurred by Buyer in connection with a violation of 10 CFR Part 810 caused by actions or inaction of Seller, regardless of the termination by Buyer of the Agreement.

22. Seller shall not engage in any activity that will adversely affect or impair its ability to provide the Item(s) in an independent and reliable manner. Seller shall not offer or provide Buyer compensation or any benefit (including gift, entertainment, loan, or personal favor) that might influence, or appear to influence, a business decision, other than advertising mementos of nominal value and infrequent and non-excessive business meals and business entertainment. Seller shall immediately notify Buyer if it knows or becomes aware of any facts, suspicions or circumstances contrary to the representations, warranties and covenants in this Section.

23. It is understood and acknowledged that the Products which Seller will provide to Buyer hereunder shall be in the capacity of an independent contractor and not as an employee or agent of the Buyer.

24. A waiver by either Party of any breach of this Order, or the failure of either Party to enforce any of the provisions of this Order, will not in any way affect, limit or waive that Party's right to enforce and compel strict compliance with the same or other provisions.

25. No information relating to this Order will be released for publication, advertising or any other purpose without the prior written approval of Buyer. Seller is expressly prohibited from using Buyer's name or other trademarks or service marks in any advertisement or publication.

26. If any provision of this Order is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Order will remain in effect.

27. Neither this Order nor any purchase order may be assigned in whole or in part by Seller without the prior written consent of Buyer. Seller will ensure that any subcontractor complies with all the terms and conditions provided under this Order and each purchase order as if such subcontractor was Seller.

28. Neither the completion of any purchase order nor any termination or cancellation of this Order will relieve either Party of any obligations under this Order that by their nature survive the completion of the purchase order, including, but not limited to, Confidential Information, Warranty, Compliance with Laws, Indemnification, and Compensation provisions of this Order

**STATE OF TEXAS DIRECT PAYMENT EXEMPTION CERTIFICATE LIMITED SALES, EXCISE AND USE  
TAX**

Buyer hereby claims exemption from the payment of state, local and MTA sales and use taxes upon its purchases of taxable materials, equipment or labor. The Permit Holder agrees not to permit others (including its contractors and repairmen) to use Buyer's direct payment authorization to purchase materials tax free. This certificate is not valid for lump sum new construction projects to improve real property and/or any nontaxable service. Buyer agrees to accrue and pay the tax to the State of Texas as required by statute.

3-20600-9993-7	LA FRONTERA HOLDINGS LLC	1-75-0835281-6	VISTRA CORPORATE SERVICES COMPANY
1-75-2967820-7	LUMINANT GENERATION COMPANY LLC	3-20598-7954-7	COMANCHE PEAK POWER COMPANY LLC
1-75-2967821-5	LUMINANT MINING COMPANY LLC	1-26-0494257-8	TXU ENERGY RETAIL COMPANY LLC
3-20-1789874-6	OAK GROVE MANAGEMENT COMPANY LLC	3-20-1997560-9	SANDOW POWER COMPANY LLC

## Unit of Measure

%	PERCENT	D63	BOOK	LBS/IN	POUNDS PER INCH	PT	PINT
I1B	CAR COUNT	DAD	TEN DAY	LF	LINEAR FOOT	QAN	QUARTER (OF A YEAR)
II	FIXED RATE	DAY	DAY	LK	LINK	QH	QUARTER HOUR
A9	RATE	DEG	DEGREES(DIRECTION)	LO	LOT	QT	QUART
ANN	YEAR	DLR	DOLLAR	LOT	LOT	RL	REEL
AY	ASSEMBLY	DMT	DECIMETER	LTR	LITER	RM	REAM
BAR	BAR	DR	DRUM	MA	MILLIAMPERES	RO	ROLL
BD	BUNDLE	DZN	DOZEN	MFT	THOUSAND FEET (LENGTH)	RPM	REVOLUTIONS PER MINUTE
BFT	BOARD FOOT	E48	SERVICE UNIT	MGM	MILLIGRAM	SA	SACK
BG	BAG	EA	EACH	MHR	MAN HOURS	SAN	HALF YEAR (6 MONTHS)
BL	BALE	EC	EACH PER MONTH	MI	MILE	SEC	SECONDS
BO	BOTTLE	FOT	FOOT	MIL	THOUSAND	SET	SET
BR	BARREL	FR	FREIGHT	MIN	MINUTE	SMI	MILE (STATUTE MILE)
BTU	BRITISH THERMAL UNIT	FTK	SQUARE FOOT	MLT	MILLILITRE	SO	SPOOL
BUA	BUSHEL (US)	FT-LB	TORQUE	MMT	MILLIMETER	SQ	SQUARE
BX	BOX	FTQ	CUBIC FOOT	MON	MONTH	SQ IN	SQUARE INCHES
C62	ONE PIECE/UNIT	GB	GIGABYTE	MTR	METER	ST	SHEET
CA	CAN	GLL	GALLON	MW	MEGAWATTS	TH	THOUSAND
CG	CARD	GRM	GRAM	ONZ	OUNCE	TL	THOUSAND FEET
CH	CONTAINER	GRO	GROSS	OT	OVERTIME HOUR	TN	TON
CL	COIL	HP	HORSEPOWER	PD	PAD	TU	TUBE
CMT	CENTIMETER	HUR	HOUR	PF	PALLET	VAC	VOLTS AC
CQ	CARTRIDGE	IN W	INCHES OF WATER COLUMN	PK	PACKAGE	WEE	WEEK
CS	CASE	INH	INCH	PL	PAIL	WM	WORKING MONTH
CSFM	CUBIC SQUARE FEET PER MINUTE	KG	KEG	PR	PAIR	YDK	SQUARE YARD
CT	CARTON	KT	KIT	PSI	POUNDS PER SQUARE INCH	YDQ	CUBIC YARD
CY	CYLINDER	LBR	POUND	PSIG	POUNDS PER SQUARE INCH-GAGE	YRD	YARD