



GC-P-1200 EXHIBIT A (Sup)

TERMS AND CONDITIONS FOR SERVICES

(For Use With GC-P-1200 General Terms And Conditions for Purchasing)

1. SCOPE OF WORK

Contractor agrees to furnish all necessary labor, supervision, technical advisors, services, tools, instruments, materials, equipment, and consumables necessary or required, whether expressly set forth or reasonably implied, in the Scope of Work specified in Exhibit 'E' to this Agreement, in order for the Work to be completed and safely used or operated.

2. COMMUNICATIONS

- (A) All written communications, submittals, invoices or other documentation shall be exchanged between the representatives designated in writing by each of Mitsubishi Power Americas and the service provider hereunder (the "Contractor"), and shall reference the Agreement number.
- (B) All notices required under this Agreement shall be given by either party hereto (a "Party") by depositing same in the United States mail, certified return receipt requested or by courier provided a receipt signed by the addressee is documented.

3. TERMS OF PAYMENT

- (A) Payment shall only be made in accordance with the applicable provisions of the Purchase Order, net sixty (60) days after Mitsubishi Power Americas's receipt of an acceptable invoice from Contractor, accompanied by documentation satisfactory to Mitsubishi Power Americas, supporting the request for payment. Any such payment(s), including final payment, shall not relieve Contractor of any obligations it may have and/or remedies Mitsubishi Power Americas may have under or in connection with this Agreement.
- (B) As a condition precedent to Mitsubishi Power Americas's obligation to make any payment due under this Agreement, Contractor shall furnish with each request for payment, an interim waiver and release of liens in a form satisfactory to Mitsubishi Power Americas, that all sums and/or obligations due third parties in the performance of the Work have been paid and satisfied in full, and that there exists no laborers', material men, or mechanics' liens or other liens or rights of any kind, nor any claims for same by any third parties.
- (C) As a condition precedent to Mitsubishi Power Americas making final payment, Contractor shall furnish a final release and affidavit, in a form satisfactory to Mitsubishi Power Americas, that all sums and/or obligations due third parties in the performance of the Work have been paid and satisfied in full, and that there exists no laborers', material men, or mechanics' liens or other liens or rights of any kind, nor any claims for same by any third parties. Further, Contractor shall defend, indemnify and hold Mitsubishi Power Americas and its customer harmless from any and all claims, demands, liability, interest, penalties, damages, losses, costs and/or expenses (including but not limited to reasonable attorney's fees) arising out of, in connection with or as a result of such third party claims.
- (D) To the fullest extent permitted by law, Contractor, on behalf of itself and its subcontractors and vendors, waives and releases any and all liens, claims or rights of lien which it has or may have against Mitsubishi Power Americas, Mitsubishi Power Americas's customer, the job site



or equipment, material or fixtures on the job site for which the Work hereunder is furnished, on account of labor, services, materials, or equipment furnished pursuant to this Agreement. In the event a lien is filed against the job site or equipment, material or fixtures on the job site by or on behalf of Contractor or any of its subcontractors, Contractor shall arrange for the immediate discharge or cancellation of such lien by payment, bonding or otherwise.

4. EXAMINATION OF BOOKS AND RECORDS

- (A) Contractor shall at its expense, maintain and preserve good, accurate and complete accounting and personnel books and records in connection with the services furnished pursuant to Exhibit E (the "Scope of Work" or the "Work") for a period of seven (7) years after the expiration of the Warranty Period defined in Clause 7, Warranty.
- (B) Mitsubishi Power Americas and/or Owner shall have the right to inspect and audit such books and records at all reasonable times to verify compensable costs and time claimed. Such audit may also cover Contractor's procedures and controls on the expenditure of cost and time. Contractor shall assist in making the above audits.
- (C) Copies of documents and records supporting requests for payment or compliance with labor related provisions shall be furnished to Mitsubishi Power Americas with such request or at such other times as Mitsubishi Power Americas directs.

5. SCHEDULE/COMPLETION

Contractor shall provide sufficient labor, material, services, management forces, plant and equipment working such hours, including night shift, overtime, weekends and holidays as may be required by Mitsubishi Power Americas to assure compliance with the established schedule and/or completion date.

6. OWNERSHIP

All discoveries, inventions, patents, know-how, trade secrets, computer programs or other proprietary information generated by Contractor hereunder shall be "work made for hire" and shall be the property of Mitsubishi Power Americas. Upon Mitsubishi Power Americas's request, Contractor shall without delay take such reasonable action as may be necessary to assign and transfer title to same to Mitsubishi Power Americas.

7. WARRANTY FOR WORK

Contractor warrants that the Work shall be (i) free from defects or deficiencies of any kind or nature, (ii) of the best quality and (iii) performed (a) by qualified competent engineers, who shall exercise the highest standards of care, skill and diligence, (b) in accordance with the best utility industry standards, and (c) in strict conformity with the requirements of this Contract (collectively, the "Warranty"). If a nonconformity with the Warranty is discovered in the Work within 12 months after the date on which the equipment (for which the Work hereunder is furnished), commences commercial operation, the Contractor shall, at its sole cost and expense, correct the nonconformity and any defect, deficiency and/or damage arising out of, or in connection with such nonconformity, promptly upon receipt of notice from Mitsubishi Power Americas. Contractor shall warrant the repairs or replacements for a period of twelve (12) months after the completion of the corrective work.



Should Contractor fail or refuse to promptly complete such corrective work, Mitsubishi Power Americas shall have the right, in addition to any other rights or remedies it may have at law or under this Contract, to: (i) perform or have performed by third parties the necessary remedial Work, the costs therefore shall be borne by Contractor; or in Mitsubishi Power Americas's sole and absolute discretion, (ii) forego the undertaking of any remedial Work and receive from Contractor a refund of monies previously paid, as well as interest thereon, and any costs, expenses and damages incurred by Mitsubishi Power Americas in connection with the nonconformity.

8. PERMITS AND LICENSES

Contractor shall, at its sole cost and expense, apply for and obtain all licenses, permits or other approvals from any governmental or regulatory body which are necessary to perform the Work.