SIEMENS

Inventory Reduction Program

Prices are firm till 01/31/2020.

To: All COMPAS Users **From: SIEMENS Energy Management**

Date: 01/01/2020

Dear Siemens Customer,

The following material is being offered to you as a special one-time purchase price and is available for only the inventory that is on hand. This offer is on a first come first served basis. This special offer is also for immediate shipment only. Quantities on hand are estimates as of 01/01/2020. If you enter a quantity greater than what is on hand, your order will be placed on hold and a customer service representative will contact you to see if you want to enter the balance of material at the normal price. You can also contact Customer Service to check availability before ordering. This special one-time price is not indicative of typical market levels and will not be considered in future pricing discussions. Use only "COMPAS" to order these products. If you have any additional questions associated with this special offer please contact your local Siemens sales representative.

Electronic Circuit Breakers				
Material	**Material Description**	**Quantity**	**Price**	**Product Manager**
BE130H	BRKR BLEH GFCI 30mA 1P 120V 30A 22KA	333	$ 3.88	Ashley Bryant
BF115H	BRKR BLHF GFCI 5mA 1P 120V 25A 22KA	9	$ 3.96	Ashley Bryant
MP115EG	BREAKER 15A 1P 120V 10K MP-ET GFI 30MA	22	$ 3.84	Ashley Bryant
US2:PA115GF	BREAKER 15A 1P 120V 10K QPF GFCI 5MA	20	$ 3.86	Ashley Bryant
US2:PA120GF	BREAKER 20A 1P 120V 10K QPF GFCI 5MA	20	$ 3.86	Ashley Bryant
US2:QF130AH	BREAKER 30A 1P 120V 22K QPHF2 GFCI 5MA	19	$ 5.74	Ashley Bryant
Residential Breakers				
Material	**Material Description**	**Quantity**	**Price**	**Product Manager**
BQ1B040H	BRKR BQH 1P 120V 40A 22K	45	$ 1.69	Alfredo Lopez
BQ1B060H	BRKR BQH 1P 120V 60A 22K	335	$ 2.01	Alfredo Lopez
BQ1M050	BREAKER 50A 1P 120V 10K 50C BQ MARINE	13	$ 1.29	Alfredo Lopez
BQ2B025H	BRKR BQH 2P 120/240V 25A 22K	5	$ 3.21	Alfredo Lopez
BQ2B050QLD	BRKR BQXD 2P 120/240V 50A 10K DIN LUG	210	$ 3.95	Alfredo Lopez
BQ2B090	BRKR BQ 2P 120/240V 90A 10K	133	$ 3.26	Alfredo Lopez
US2:QSH2175	BREAKER 175A 2P 120/240V 42KA QSHH	2	$ 12.56	Alfredo Lopez
BQ3B030QL	BREAKER 30A 3P 240V 10K BQ QUICK CONNECT	18	$ 6.54	Alfredo Lopez
US2:QRH22B175L	BREAKER QR 2P 175A 240V 25KA LUGS	22	$ 18.40	Alfredo Lopez
US2:QRH22B250L	BREAKER QR 2P 250A 240V 25KA LUGS	58	$ 20.08	Alfredo Lopez
US2:QRH23B200X	BREAKER QR 3P 200A 240V 25KA LN LG BLKPK	10	$ 26.46	Alfredo Lopez
Switches				
Material	**Material Description**	**Quantity**	**Price**	**Product Manager**
GHN324N	200A 2P 240V 3W FUSED GD TYPE 1	3	$ 65.08	Scott McClelland
GHN324NW	200A 2P 240V 3W FUSED GD TYPE 3R	2	$ 66.01	Scott McClelland
HF363JCHW	HDSS FUS 3P3W 600V 100A N12 C HIND WIN	6	$ 430.13	Scott McClelland
HFC324S	HDSS FUS CSA 3P3W 240V 200A N4X	2	$ 194.02	Scott McClelland
HHN322NW	60A 2P 240V 3W FUSED HD TYPE 3R	14	$ 21.79	Scott McClelland
HHN363	100A 3P 600V 3W FUSED HD TYPE 1	3	$ 32.23	Scott McClelland
GFC321N	30A 3P 240V FUSIBLE GD TYPE 1	76	$ 11.24	Scott McClelland
GLK6	GROUND LUG KIT	42	$ 2.28	Scott McClelland
GUN322	60A 3P 240V 3W NON-FUSED GD TYPE 1	16	$ 15.96	Scott McClelland
HCL65678	400-1200A 1PSAFETY SWIT COMP LUG MTG KIT	17	$ 18.12	Scott McClelland
HCL65	400A 1P SAFETY SWIT COMP LUG MTG KIT	61	$ 12.27	Scott McClelland
HF266J	HDSS FUS 2P2W 600V 600A N12	1	$ 304.55	Scott McClelland
Talon				
Material	**Material Description**	**Quantity**	**Price**	**Product Manager**
US2:L115	TALON BREAKER 15A 1P 120V 10K LP	504	$ 1.06	Bernadette Long
US2:L220	TALON BREAKER 20A 2P 120/240V 10K LP	7	$ 1.68	Bernadette Long
US2:L230	TALON BREAKER 30A 2P 120/240V 10K LP	540	$ 1.84	Bernadette Long
US2:L240	TALON BREAKER 40A 2P 120/240V 10K LP	627	$ 2.38	Bernadette Long
US2:L250	TALON BREAKER 50A 2P 120/240V 10K LP	146	$ 2.39	Bernadette Long
US2:L260	TALON BREAKER 60A 2P 120/240V 10K LP	362	$ 4.03	Bernadette Long

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Thank You
Siemens Management

Other: This proposal is subject to credit approval and US government regulation. It is also based on the Company's interpretation of the plans and specifications and is subject to correction for errors in such plans or specifications. This document and any other documents specifically referred to as being a part hereof constitute the entire agreement on the subject matter and it shall not be modified except in writing signed by both parties.
THIS PROPOSAL IS BASED UPON SIEMENS STANDARD TERMS AND CONDITIONS OF SALE ATTACHED HERETO AND INCLUDED HEREIN. Company hereby objects to any additional or different terms set forth in Purchaser's request for proposal, specifications, purchase order, or any other document of Purchaser. Acceptance of additional or different terms must be specifically assented to in writing by Company.
NUCLEAR - Buyer represents and warrants that the goods covered by this contract shall not be used in or in connection with a nuclear facility or application. If Buyer is unable to make such representation and warranty, then Buyer agrees to indemnify and hold harmless Siemens and to waive and require its insurers to waive all right of recovery against Siemens for any damage, loss, destruction, injury or death resulting from a "nuclear incident", as that term is defined in the Atomic Energy Act of 1954, as amended, whether or not due to Siemens' negligence.

Siemens Industry, Inc.
Standard Terms and Conditions of Sale
June 1, 2010 (Rev. 1)
used in or in connection with a nuclear facility or application. If Buyer is unable to make such representation and warranty, then Buyer agrees to indemnify and hold harmless Siemens and to
contained in Buyer's request for proposal, specifications, purchase order or any other written or oral communication from Buyer shall not be binding in any way on Siemens. Siemens failure to object to any such additional, different or conflicting terms shall not operate as a waiver of these terms.
2. Pricing & Payment. The prices shall be: (a.) as stated in Siemens' proposal or if none are stated, (b.) Siemens' standard prices in **effect at the time of release for shipment. In the event of a price increase or decrease, the price of Products on order shall be adjusted to reflect** such increase or decrease. This does not apply to a shipment held by request of Buyer. Products already shipped are not subject to price increase or decrease.
Discounts, if any, are as specified on the latest discount sheets issued from time to time. Cash discounts are not applicable to notes or trade acceptances, to prepaid transportation charges when added to Siemens' invoices or to discountable items if there are undisputed past due items on the account. Cash discounts shall only be allowed on that portion of the invoice paid within the normal discount period.
(a) Payment - Unless otherwise stated, all payments shall be net 30 days from invoice date payable in United States Dollars.
(b) Credit Approval - All orders are subject to credit approval by Siemens. The amount of credit or terms of payment may be changed or credit
used in or in connection with a nuclear facility or application. If Buyer is unable to make such representation and warranty, then Buyer agrees to indemnify and hold harmless Siemens and to
manufacture or shipment is made; and may, if shipment has been made, recover the Products from the carrier, pending receipt of such assurances.
(c) Installment Shipment - If these terms require or authorize delivery of Products in separate shipments to be separately accepted by Buyer, Buyer may only refuse such portion of such shipment that fails to comply with the requirements of these terms. Buyer may not refuse to receive any lot or portion of here under for failure of any other lot or portion of a lot to be delivered or to comply with these terms, unless such right of refusal is expressly provided for on the face hereof. Buyer shall pay for each lot in accordance with the terms hereof. Payment shall be made for the Products without regard to whether Buyer has made or may make any inspection of the Products. Products held for Buyer are at Buyer's sole risk and expense.
(d) Taxes, Shipping, Packing, Handling - Except to the extent expressly stated in these terms, Siemens' prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges related to the Product, and Buyer shall pay such amounts or reimburse Siemens for any amounts Siemens pays. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Siemens with a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising out of same. Siemens' prices include the costs of its standard domestic packing only. Any deviation from this standard packing (domestic or export),
used in or in connection with a nuclear facility or application. If Buyer is unable to make such representation and warranty, then Buyer agrees to indemnify and hold harmless Siemens and to
freight charges, rates or classification included as part of these terms, shall be for the Buyer's account. Orders of less than $400 are subject to a $25 handling fee.
(e) Finance Charge - Buyer agrees to pay FINANCE CHARGES on the unpaid balance of all overdue invoices, less any applicable payments and credits, from the date each invoice is due and payable at an ANNUAL PERCENTAGE RATE of EIGHTEEN PERCENT (18%), or the highest applicable and lawful rate on such unpaid balance, whichever is lower.
(f) Disputed Invoice - In the event Buyer disputes any portion or all of an invoice, it shall notify Siemens in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and FINANCE CHARGE on any unpaid portion shall accrue, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to Siemens.
(g) Collection - Upon Buyer's default of these terms, Siemens may, in addition to any other rights or remedies at contract or law, subject to any cure right of Buyer, declare the entire balance of Buyer's account immediately due and payable or foreclose any security interest in Products delivered. If any unpaid balance is referred for collection, Buyer agrees to pay Siemens, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, whether or not litigation is commenced or prosecuted to final judgment, plus any court costs or expenses incurred by Siemens, and any FINANCE CHARGES accrued on any unpaid balance owed by Buyer.
3. Delivery; Title; Risk of Loss. Product shall be delivered F.O.B. Siemens point of shipment with title to the Product and risk of loss **or damage for the Product passing to Buyer at that point. Buyer shall be responsible for all transportation, insurance and related expenses**

including any associated taxes, duties or documentation. Siemens may make partial shipments. Shipping dates are approximate only and Siemens shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customers if Siemens fails to meet the specified delivery schedule. A 5% handling charge will be added to the price for all Product furnished from a local branch.

4. Deferment and Cancellation. Buyer shall have no deferment rights and Buyer shall be liable for cancellation charges, which shall **include without limitation a) payment of the full product price for any finished Product or works in progress; b) payment for raw materials** ordered pursuant to a firm purchase order; and c) such other direct costs incurred by Siemens as a result of such cancellation.

5. Force Majeure / Delays. If Siemens suffers delay in performance due to any cause beyond its reasonable control, including without **limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, failure of normal** sources of supply, or acts of government, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Siemens will give to Buyer notice within a reasonable time after Siemens becomes aware of any such delay

6. Buyer's Requirements. Timely performance by Siemens is contingent upon Buyer's supplying to Siemens all required technical **information and data, including drawing approvals, and all required commercial documentation.**

7. Limited Warranty. (a.) Limited Product Warranty Statements. For each Product purchased from Siemens or an authorized reseller, **Siemens makes the following limited warranties: (i) the Product is free from defects in material and workmanship, (ii) the Product materially** conforms to Siemens' specifications that are attached to, or expressly incorporated by reference into, these terms, and (iii) at the time of delivery, Siemens has title to the Product free and clear of liens and encumbrances (collectively, the "Limited Warranties"). Warranties with respect to software which may be furnished by Seller as part of the Product, if any, are expressly set forth elsewhere in these terms. The Limited Warranties set forth herein do not apply to any software furnished by Siemens. If software is furnished by Siemens, then the attached Software License/Warranty Addendum shall apply.

(b.) Conditions to the Limited Warranties. The Limited Warranties are conditioned on (i) Buyer storing, installing, operating and maintaining the Product in accordance with Siemens' instructions, (ii) no repairs, modifications or alterations being made to the Product other than by Siemens or its authorized representatives, (iii) using the Product within any conditions or in compliance with any parameters set forth in specifications that are attached to, or expressly incorporated by reference into, these terms, (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect in the Product, (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below, (vi) at Siemens' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Siemens, at Buyer's expense, or Buyer granting Siemens access to the Products at all reasonable times and locations to assess the warranty claims, and (vii) Buyer not being in default of any payment obligation to Siemens under these terms.

(c.) Exclusions from Limited Warranty Coverage. The Limited Warranties specifically exclude any equipment comprising part of the Product that is not manufactured by Siemens or not bearing its nameplate. To the extent permitted, Siemens herby assigns any warranties made to Siemens for such equipment. Siemens shall have no liability to Buyer under any legal theory for such equipment or any related assignment of warranties. Additionally, any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Limited Warranties and is provided to Buyer "as is" with no warranties of any kind. Also excluded from the Limited Warranties are normal wear and tear items including any expendable items that comprise part of the Product, such as fuses and light bulbs and lamps.

(d.) Limited Warranty Period. Buyer shall have 12 months from initial operation of the Product or 18 months from shipment, whichever occurs first, to provide Siemens with prompt, written notice of any claims of breach of the Limited Warranties. Continued use or possession of the Product after expiration of the warranty period shall be conclusive evidence that the Limited Warranties have been fulfilled to the full satisfaction of Buyer, unless Buyer has previously provided Siemens with notice of a breach of the Limited Warranties.

(e.) Remedies for Breach of Limited Warranty. Buyer's sole and exclusive remedies for any breach of the Limited Warranties are limited to Siemens' choice of repair or replacement of the Product, or non-conforming parts thereof, or refund of all or part of the purchase price. The warranty on repaired or replaced parts of the Product shall be limited to the remainder of the original warranty period. Unless otherwise agreed to in writing by Siemens, (i) Buyer shall be responsible for any labor required to gain access to the Product so that Siemens can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Products. All exchanged Products replaced under this Limited Warranty will become the property of Siemens.

(f.) Transferability. The Limited Warranties shall be transferable during the warranty period to the initial end-user of the Product.

THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY SET FORTH IN SECTION 8 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

8. LIMITATION OF LIABILITY. NEITHER SIEMENS, NOR ITS SUPPLIERS, SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT **(INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE,** REVENUE, SAVINGS OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS. SIEMENS' MAXIMUM LIABILITY UNDER THIS CONTRACT SHALL BE THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS FOR THE PRODUCT AT ISSUE OR ONE MILLION DOLLARS, WHICHEVER IS LESS. BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS ARTICLE ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH BUYER MAY HAVE HEREUNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY THE BUYER OF THE POSSIBILITY OF SUCH DAMAGES.

9. Patent and Copyright Infringement. Siemens will, at its own expense, defend or at its option settle any suit or proceeding brought against Buyer in so far as it is based on an allegation that any Product (including parts thereof), or use thereof for its intended purpose, **constitutes an infringement of any United States patent or copyright, if Siemens is promptly provided notice and given authority, information,** and assistance in a timely manner for the defense of said suit or proceeding. Siemens will pay the damages and costs awarded in any suit or proceeding so defended. Siemens will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and its own expense, either: (a) procure for Buyer the right to continue using said Product; (b) replace it with substantially equivalent non-infringing Product; or (c) modify the Product so it becomes non-infringing. Siemens will have no duty or obligation to Buyer under this Article to the extent that the Product is (a) supplied according to Buyer's design or instructions wherein compliance therewith has caused Siemens to deviate from its normal course of performance, (b) modified by Buyer or its contractors afterdelivery, (c) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer shall protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under the provisions of the Section above.

THIS ARTICLE IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY PATENT OR COPYRIGHT AND OF ALL THE REMEDIES OF BUYER RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS AND COPYRIGHTS.

10. Compliance with Laws. Buyer agrees to comply with all applicable laws and regulations relating to the purchase, resale, exportation, transfer, assignment, disposal or use of the goods.

11. Changes in Work. Siemens shall not implement any changes in the scope of work unless Buyer and Siemens agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. Any change to any law, rule, regulation, order, code, **standard or requirement which requires any change hereunder shall entitle Siemens to an equitable adjustment in the prices and any time of** performance.

12. Non-waiver of Default. Each shipment made hereunder shall be considered a separate transaction. In the event of any default by Buyer, Siemens may decline to make further shipments. If Siemens elects to continue to make shipments, Siemens' actions shall not constitute a waiver of any default by Buyer or in any way affect Siemens' legal remedies for any such default. Any waiver of Siemens to require strict compliance with the provisions of this contract shall be in writing and any failure of Siemens to require such strict compliance shall not be **deemed a waiver of Siemens' right to insist upon strict compliance thereafter.**

13. Final Written Agreement; Modification of Terms. These terms, together with any quotation, purchase order or acknowledgement

issued or signed by Siemens, comprise the complete and exclusive agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Siemens. These terms may only be modified by a written instrument signed by authorized representatives of both parties.

14. Assignment. Neither party may assign the Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other; provided however that Siemens may assign its rights and obligations under these terms to its affiliates and Siemens may grant a security interest in the Agreement and/or assign proceeds of the Agreement without Buyer's consent.

15. Applicable Law and Jurisdiction. These terms are governed and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BUYER WAIVES ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THESE TERMS.

16. Severability. If any provision of these terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

17. Export Compliance. Buyer acknowledges that Siemens is required to comply with applicable export laws and regulations relating **to the sale, exportation, transfer, assignment, disposal, and usage of the Products provided under the Contract, including any export license** requirements. Buyer agrees that such Products 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. It shall be a condition **of the continuing performance by Siemens of its obligations hereunder that compliance with such export laws and regulations be maintained at** all times. BUYER AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

PURCHASER's ACCEPTANCE

The foregoing is hereby accepted.

_____

(Name of Purchaser)

By

_____

Title

_____

Date

_____

Siemens Industry, Inc.

By

_____

Siemens Industry, Inc.
Standard Terms and Conditions of Sale
June 1, 2010 (Rev. 1)