

**H2O AMERICA  
PURCHASE ORDER TERMS AND CONDITIONS**

1. Application and Acceptance. The terms and conditions set forth herein shall apply to the transaction described in this purchase order, SOW or invoice (the "Order") unless the parties hereto have a prior agreement (including any statement(s) of work that covers such transaction, in which case the terms and conditions of such prior agreement shall apply. The party identified in the "To:" field on the Order (the "Vendor") has agreed to provide goods and/or services (the "Services") to the party identified in this "Ship To:" field on the Order ("Buyer") pursuant to this Order. Vendor shall be deemed to have accepted this Order upon the earliest to occur of: (1) Vendor's express acceptance of Buyer's offer as set forth in this Order), (2) commencement of work on Services subject to this Order, and (3) shipment of ordered Services. Such acceptance is limited to acceptance of the express terms contained herein; any additional or different terms proposed by Vendor are hereby objected to and rejected by Buyer. Any such additional or different terms will not operate as a rejection of Buyer's offer unless such terms relate to the description, quantity, price or delivery schedule of the Services, but will be deemed a material alteration of this Order, and this Order will be deemed accepted by Vendor without such additional or different terms. If this Order is deemed an acceptance by Buyer of a prior offer by Vendor, such acceptance is expressly conditioned on Vendor's assent to any additional or different terms contained herein and such assent will be deemed to exist upon the earliest to occur of: (1) Vendor's express acceptance of Buyer's additional or different terms, (2) commencement work on ordered Services subject to this Order, or (3) shipment of ordered Services.
2. Payment. Payments are due 45 days after the later of: (1) acceptance of Services by Buyer and (2) Buyer's receipt of invoice. Cash discount periods will commence on the later of (1) acceptance of Services by Buyer and (2) Buyer's receipt of invoice. Buyer will not accept C.O.D. shipments or pay any penalties. Amounts otherwise payable to Vendor are subject to deduction or setoff by the Buyer by reason of any counterclaim arising out of this or any other transaction with Vendor. All invoices are subject to correction for errors by Buyer.
3. Transportation, Documentation, Packaging. Services will be routed as instructed by Buyer and will be suitably packaged and shipped as required by common carriers. Services will be described on the bill of lading or other shipping receipt. Unless otherwise indicated on the face of this Order, (1) all freight shipments are F.O.B. Buyer's place of delivery; (2) no charges are allowed for containers, crating, boxing bundling, dunnage or drayage; and (3) Unless otherwise specifically agreed upon by the parties, Vendor will bear transportation and insurance costs and will bear all risk of loss prior to acceptance by Buyer. Title to Services will pass to Buyer upon the earlier of: (1) Buyer's acceptance of the Services and (2) payment of the purchase price specified in this Order.
4. Confidentiality. Vendor will hold in confidence all information furnished by Buyer (including this Order) and all drawings, specifications or other documents prepared by Vendor for use by Buyer in connection with this Order. Vendor will not advertise or publish the fact that is a supplier to Buyer without Buyer's prior written consent.
5. Warranty. Vendor warrants to Buyer that Services provided pursuant to this Order will be delivered to Buyer free and clear of any claim, lien or encumbrance of any third party; will be free from defects in materials or workmanship; will be merchantable; will be suitable for the use intended where Vendor knows or should know of such use; and will conform to applicable specifications, drawings, samples or other descriptions provided to Buyer, and, if such Services are by Vendor's design, will be free from design defects. Vendor warrants that such items are in complete and strict compliance with the provisions of the Occupational Safety and Health Act, as amended, and all regulations issued pursuant thereto, as well as any state or local laws or regulations pertaining to safety requirements. The foregoing warranties are in addition to all other warranties, express, implied or statutory. All warranties will survive inspection, test acceptance and use.
6. Compliance with Laws, Regulations and Policies and Procedures of H2O America and Buyer. Vendor warrants that all Services provided hereunder will conform to all applicable city, state, and federal laws, ordinances and regulations. Vendor will comply with all applicable federal, state and/or local laws and regulations relating to hazardous substances, and containers for such substances will be clearly labeled with the chemical or common name (or trade name if no common name exists), hazard warning as to the specific nature of hazard arising from the substance in the container, and the name, address and telephone number of the manufacturer of such substance. During the performance of the Order, Vendor will (i) maintain policies and procedures ("Policies") consistent with the H2O America Code of Conduct and the H2O America Human Rights Policy (both available on the H2O America website), and other applicable policies posted on Buyer's and its parent company's website or otherwise made available to Vendor, and (ii) comply and cause any and all subcontractors to comply with such

Policies. Nothing in this paragraph requires Buyer to develop policies and procedures or to provide policies and procedures to Vendor. Buyer may periodically survey Vendor to confirm that it is in compliance with this provision.

7. Termination. Buyer may terminate all or any part of this Order if delivery is not made when and as specified (time being the essence of this Order), or for any other breach or default by Vendor of its obligations under this Order. Buyer may pursue any remedies which it may have at law or in equity for such breach or default. Buyer may also terminate this Order or any part hereof for reasons of convenience or necessity, in which case Vendor will be paid a reasonable termination charge reflecting the percentage of the work performed prior to notice of termination.
8. Inspection. Payment for Services will not constitute acceptance of such Services. Services are subject to inspection by Buyer. In addition to any other rights or remedies, Buyer may: (1) reject any or all defective or nonconforming Services and Services supplied in excess of quantities called for in this Order, in each case at Vendor's expense (including incidental expenses and damages), (2) require replacement of Services with defects or nonconformities not apparent on examination; and/or (3) inspect the provision and result of services provided by Vendor and to reject any which are unacceptable, in which case Vendor will provide such services again at Vendor's expense and at an acceptable level. Nothing in this Order will relieve Vendor from any obligations of testing, inspection or quality control which it may otherwise have.
9. Changes or Delays. Buyer may at any time make changes in drawings, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes result in an increase or decrease in the cost or the time required for the performance, an equitable adjustment will be made and this Order will be modified in writing accordingly. Vendor agrees to accept any such changes subject to this Section. Buyer may delay delivery of acceptance of Services provided pursuant to this Order due to causes beyond its control or reasons of convenience. Vendor will hold such Services and delay the performance of such services at Buyer's direction and will deliver them when the reason for delay has been removed. Buyer will be responsible only for Vendor's direct additional costs in holding of or delaying performance of the Services at Buyer's request.
10. Independent Contractor. Both parties intend that Vendor shall act as an "independent contractor" as that term is customarily used in Maine and shall have control over the Services requested and the manner in which they are performed. Vendor, its agents, employees and subcontractors are not to be considered employees of Buyer for any purpose.
11. Risk Management: To the extent that Vendor is performing construction Services, Vendor shall be responsible for managing all jobsite risks to minimize or eliminate the liability of Buyer to construction accidents. In order to assure that all risks associated with the Services are understood, Vendor shall inspect the jobsite and familiarize itself with the nature of the project and the working conditions prior to submittal of the proposal letter. By accepting this Order, Vendor acknowledges that it understands the nature of the Services and accepts the risks inherent in performing the Services. Vendor confirms that it has resolved all questions relating to understanding the nature of the Services and its performance prior to submitting a bid letter. Vendor is responsible for (i) jobsite supervision, safety and security, both during normal working hours and after normal working hours, regardless of whether or not Buyer observes the Services; and (iii) obtaining any permits that are required to perform the Services, and for complying with all conditions thereof.
12. Indemnification. To the extent permitted by law, Vendor agrees to defend, indemnify and hold harmless Buyer from and against all losses, claims demands, damages, costs and liabilities (including attorney's fees and legal expenses) which Buyer may suffer or to which Buyer may become subject by reason of (i) any breach by Vendor of its obligations under this Order; (ii) failure of any Services provided pursuant to this Order to conform to Vendor's warranties or by reason of any other defects; (iii) any actual or alleged infringement of any patent, trademark copyright, trade secret or other proprietary right of any third party by reason of the manufacture sale or use of the Services covered by this Order unless such infringement results from manufacture according to a design supplied solely by Buyer; (iv) personal injury, death or property damage allegedly sustained by any person(s) resulting from Services performed pursuant to this Order; or (v) any failure of Services covered by this Order to comply with the provisions of applicable law.
13. Insurance Requirements: Unless specified otherwise in writing, Vendor shall procure and maintain, at its sole cost and expense, at the following types and amounts of insurance coverage naming Buyer and H2O America as additional insureds on a primary and non-contributory basis:

Worker's Compensation	As prescribed by statute
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 in the aggregate, covering bodily injury, property damage, personal injury, blanket contractual liability, product liability and completed operations
Commercial Automobile Liability	\$1,000,000 combined single limit covering all owned, non-owned and hired automobiles, if the use of automobiles is required
Umbrella Liability	\$4,000,000 per claim and in the aggregate
Cyber Liability	\$1,000,000 per claim and in the aggregate

14. LIMITATION OF LIABILITY; STATUTE OF LIMITATIONS. IN NO EVENT WILL BUYER BE LIABLE FOR LOST OR ANTICIPATED PROFITS OR FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. BUYER'S LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THIS ORDER OR FROM THE PERFORMANCE OR BREACH OF THIS ORDER WILL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE SERVICES WHICH GIVES RISE TO THE CLAIM. BUYER WILL NOT BE LIABLE FOR PENALTIES OF ANY DESCRIPTION. ANY ACTION RESULTING FROM ANY BREACH ON THE PART OF BUYER AS TO THE SERVICES DELIVERED UNDER THIS ORDER MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.
15. Miscellaneous. Unless otherwise agreed, Vendor agrees to pay any taxes imposed by law upon, or on account of, the Services provided hereunder. Buyer's failure to insist on performance of any of the terms or conditions of this Order or to exercise any right or privilege or Buyer's waiver of any breach with this Order will not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type. This Order will be governed by the laws of California if the Buyer is located in California and by the laws of Texas if the Buyer is located in Texas, by the laws of Connecticut if the Buyer is located in Connecticut, and by the laws of Maine if the Buyer is located in Maine.