



GENERAL TERMS AND CONDITIONS Effective April 1, 2010

The following are terms and conditions unless otherwise specifically noted in the quote communications.

- 1.0 SCOPE:** ATC-Nuclear will supply the listed equipment with the terms specified in this offer. If an order is entered with scope or terms other than those referenced in this letter, ATC-Nuclear reserves the right to modify this offer, including adjusting offered price and delivery to reflect any mutually agreed upon changes. Unless specifically identified, additional items such as drawings, manuals, and technical bulletins are not provided as part of this offer. These items may be available at an additional cost.
- 2.0 LEAD TIME:** The shipment lead time specified above is in weeks on a best effort basis. Prices and lead times shown in this offer are based on standard delivery. Changes to delivery date can be negotiated upon order placement with ATC-Nuclear; however, any request for shipment in less time than offered may result in a price increase. The stated delivery date is based on the delivery commitment obtained by ATC from our parts supplier at the time of this quotation. Should the parts not be available at the time ATC receives Customer's order and processes the PO to our parts supplier, ATC Nuclear reserves the right to requote the delivery date. The actual shipment date will be acknowledged upon order acceptance.
- 3.0 WITNESS AND HOLD POINTS:** Activities such as source surveillance or hold points performed by the customer or the customer's representative are not included in the scope of this offer unless specifically identified. Support of these activities is available and ATC-Nuclear will provide the applicable ATC-Nuclear policy and pricing upon request.
- 4.0 CUSTOMER APPROVAL:** Review and approval of ATC-Nuclear's Commercial Grade Dedication Plans, Seismic Test Plans and other Technical information should be completed in a not-to-delay delivery basis. It is expected that a review of any technical information will be completed by the utility in 10 days cumulative. This will allow for an initial review and comment phase (approximately 7 days), response by ATC-Nuclear and a final review by the utility (approximately 3 days). To assure that any utility review in excess of 10 is accounted for in final delivery scheduling: For every day in excess of the 10 day cumulative the "Initial Promised delivery Date" will be moved 2 working days into the future.
- 5.0 QUALITY ASSURANCE:** Access to supplier's facilities and / or sub tier supplier's facilities will be allowed for the purpose of quality assurance audit. Reasonable advance notice will be required.
- 6.0 VALIDITY:** This offer is valid 45 days from the date of the quote, unless otherwise extended, modified or withdrawn in writing by ATC-Nuclear. Return of a purchase order or any other reasonable manner of acceptance communicated to ATC-Nuclear during such validity period will be sufficient to form an agreement on the terms and conditions of this offer.
- 7.0 PRICE AND PAYMENT TERMS:** The prices are firm without escalation through shipment. Payments are due and payable on a thirty (30) calendar day basis from the date of the ATC-Nuclear Invoice. Freight is FOB origin prepaid and allowed.
- 8.0 RETURN POLICY:** Any claim for returns must be submitted in writing within 60 calendar days of shipment. If purchaser fails to notify ATC-Nuclear with the 60-day period, purchaser shall have irrevocably accepted the product "as is" and ATC-Nuclear has no further obligation to purchaser for this product. Returns must be preapproved, and an RMA number must be obtained prior to returning material. If approved, returns are subject to a minimum restocking fee of 25% and may be more, depending on ability to remarket.



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9.0 PROPRIETARY INFORMATION: This offer, and any subsequent communication relative to this offer, is considered to be the proprietary information of ATC-Nuclear. Accordingly, do not publish, use, reproduce, transmit or disclose to others outside your organization any information contained in this offer without the prior written consent of ATC-Nuclear.

10.0 WARRANTY: Seller warrants that the Product sold and delivered hereunder will be free from defects in materials and workmanship for a period twelve months (the "Warranty Period") from the date the Product is shipped by the Seller. The Warranties set forth are specifically conditioned upon handling, use, and maintenance of the Product by Buyer in accordance with all applicable directives and manuals. In the event Buyer submits to Seller a valid warranty claim within the Warranty Period or sixty (60) days thereafter pursuant to this Warranty, and Seller substantiates the warranty claim, Seller shall, at its option, either (i) refund an equitable portion of the purchase price paid or (ii) promptly replace or repair such defective Product at no charge to Buyer at the original shipping point.

THE WARRANTY SET FORTH IN THIS AGREEMENT IS EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. THE REMEDIES SET FORTH IN THIS WARRANTY SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF SELLER. BUYER EXPRESSLY WAIVES, RELEASES AND DISCLAIMS ANY AND ALL CLAIMS AGAINST SELLER FOR LOSS OF PROFITS, LOSS OF USE OR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THE SALE, QUALITY, DELIVERY, USE, OPERATION OR PERFORMANCE OF THE PRODUCT. IN NO EVENT SHALL THE SELLER BE LIABLE TO ANY THIRD PARTY IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES. BUYER HAS NOT ENTERED INTO THIS AGREEMENT FOR THE PURCHASE OF THE PRODUCT IN RELIANCE UPON ANY REPRESENTATION OF SELLER AND NO STATEMENTS MADE BY SELLER SHALL CREATE AN EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO, A WARRANTY THAT THE PRODUCT WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH SUCH PRODUCT IS BEING PURCHASED OR IN ANY WAY IMPOSE LIABILITY UPON SELLER OTHER THAN THAT AS SET FORTH IN THE WARRANTY. THIS WARRANTY WILL NOT BE VALID IF PURCHASER FAILS TO GIVE NOTICE TO ATC WITHIN THE REQUISITE NOTICE PERIOD OR IF THE PRODUCT HAS BEEN SUBJECTED TO ABUSE, MISUSE, ACCIDENT, ALTERATION, NEGLIGENCE, OR UNAUTHORIZED REPAIR OR INSTALLATION. ATC SHALL MAKE THE FINAL DETERMINATION AS TO THE EXISTENCE OR CAUSE OF ANY ALLEGED DAMAGE OR DEFECT.

Buyer agrees that the sale and shipment of Product will be deemed to have been made pursuant to the Warranty and that any terms, conditions or provisions proposed by Buyer or included in any other document which are in addition to or at variance with the provisions of this document and Warranty are not binding upon and are deemed to be expressly rejected by Seller.

11.0 LIMITATION OF LIABILITY: IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL ATC BE LIABLE TO THE CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, OR COST OF CAPITAL.



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The aggregate of Seller with respect to any claims under this Agreement or regarding the nonconformance or defect in the Product or arising, directly or indirectly, out of its use, storage or handling, shall not exceed the price paid for the Product.

- 12.0 PURCHASE ORDER TERMS:** These terms and conditions apply to all ATC quotations and subsequent orders. Any preprinted standard terms and conditions included as a part of Customers' purchase order that are in addition to or in conflict with ATC's terms are not applicable unless specifically accepted in writing by an authorized representative of ATC.
- 13.0 CUSTOMER NUCLEAR RISK INFORMATION:** For sales by ATC to U.S. nuclear facilities, of any item that is used or operated at or in connection with a facility or activity subject to regulation under the Atomic Energy Act of 1954, as amended, said Customer shall without cost to ATC provide and maintain all risk nuclear property insurance. To the extent available and necessary to protect ATC's interest, the limit of such insurance shall be the limit set forth by the Nuclear Regulatory Commission for the facility, and any deductible shall be paid by said Customer. Such insurances shall either name ATC, its suppliers, and its subcontractors as additional insureds or provide that ATC, its suppliers, and its subcontractors shall be protected as their interest may appear. In addition, prior to the arrival of the item(s) at Customer's facility and prior to its use, said Customer shall maintain insurance to cover its financial responsibility for its legal obligation to pay third party damages because of bodily injury or property damage caused by a nuclear incident. This insurance shall include the interest of ATC, its suppliers, its subcontractors, and any other person or organization that may have a legal responsibility for injury or damage resulting from a Nuclear Incident. The insurance coverage shall be in the amounts and form required by the Atomic Energy Act Indemnity Agreement and said Customer shall continue to carry such insurance and indemnities against the foregoing until decommissioning of the facility of the Customer or cessation of the regulated activity. Further, in the event the nuclear liability protection system contemplated by the Atomic Energy Act of 1954, as amended, is changed or expires, said Customer shall be required, consistent with the utility industry practice, and without costs to ATC, to maintain liability protection provided through government indemnity, limitation of liability, and liability insurance so as to minimize impairment of the protection afforded ATC, its suppliers, and its subcontractors by the nuclear liability protection system in effect on the effective date of the Purchase Order. In addition, said Customer hereby waives, and shall require its insurer(s) to waive all claims against ATC, its suppliers, and its subcontractors, whether arising out of contract, tort (including negligence and strict liability), or otherwise, for any personal injury or damage to or loss of use of property arising against ATC, its suppliers, and its subcontractors for any and all costs or expenses arising out of or connected with the investigation and settlement of claims or the defense of suits for personal injury or damage to or loss of use of property arising out of or resulting from a nuclear incident.