TERMS AND CONDITIONS FOR SUBCONTRACTORS – ICONIC POWER SYSTEMS US INC.

These Terms and Conditions apply to private commercial construction, electric vehicle charging infrastructure installation, related electrical work, services, and materials performed in Washington State under purchase orders issued by Iconic Power Systems US Inc. ("IPS").

1. TERMS OF AGREEMENT

1.1 These Terms and Conditions together with any other documents incorporated by reference, appended, or marked as attachments, including the Purchase Order, the requirements and description of the Work, and any properly executed Change Orders (collectively the "Contract"), govern the agreement between Iconic Power Systems US Inc. ("IPS") and the party identified as the Vendor in the Purchase Order (hereinafter referred to as the "Subcontractor") in relation to the performance of the Work. Subcontractor's commencement of performance of the Work, including shipment, delivery, or provision of any goods or services, following receipt of the Contract constitutes Subcontractor's acceptance of, and agreement to be bound by, the Contract. The Contract forms the entire agreement between the parties and any terms different from or in addition to the Contract, whether communicated orally or contained in any confirmation, invoice, acknowledgement, release, letter, acceptance or other written correspondence, shall not form a part of the Contract even if Subcontractor purports to condition its acceptance of the Contract on IPS's agreement to such different or additional terms. IPS's silence or failure to object shall not be deemed acceptance of any such terms.

1.2 If a separate master services or subcontract agreement signed by both parties governs the Work, it controls to the extent of a conflict. Subject to Subcontractor receiving or being given reasonable access to the relevant provisions, requirements of the agreement between IPS and its customer or upstream contractor (the "Prime Contract") applicable to Subcontractor's Work are incorporated by reference, including schedules, technical standards, safety requirements and claim procedures. Subcontractor assumes toward IPS, solely as to its Work, the obligations IPS assumes upstream, except where inconsistent with mandatory Applicable Law or an express provision of this Contract. No upstream term requires an unlawful waiver of payment, lien or other nonwaivable rights.

2. DEFINITIONS

2.1 "Applicable Law" means the common law, laws of equity, and any and all laws, statutes, enactments, by-laws, regulations, rules, orders, directives, policies, permits, licences, codes, standards, and rulings of any government, and any ministries, agencies, board, commission or tribunal of any government applicable at the Site and any other jurisdiction relevant to the performance of the Work.

2.2 "Change" means a change to the Work that IPS directs or causes that requires a material adjustment the Due Date or cost of the Work to be performed and includes any such adjustment regardless of whether IPS considers it material.

2.3 "Change Order" means a written instrument signed by both parties describing a Change and any corresponding adjustment in the cost of the Work or Due Date, or both, and no Change shall be effective unless set out in a Change Order executed by both parties.

2.4 "Claims" means third-party claims, demands, proceedings, damages, losses, liabilities, and reasonable documented legal fees and costs, subject to the limitations of Applicable Law and this Contract.

2.5 "Contract Price" means the total cost to complete the Work.

2.6 "Drawings" means the graphic and pictorial depictions showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, and diagrams.

2.7 "Due Date" means the date or dates specified in the Contract by which the Subcontractor is required to deliver or perform the Work.

2.8 "Intellectual Property Rights" means patent, industrial design, copyright, trademark or trade secret protection and rights, or any other type of intellectual property protection and rights, whether registered or unregistered, and including applications for the same.

2.9 "Key Personnel" means those personnel identified by IPS as critical to the success of the project due to their skills and or knowledge.

2.10 "Owner" means the entity that has title to the site where the Work is to be performed.

2.11 "Prime Contract" means the agreement between IPS and Owner or IPS and Prime Contractor (as applicable).

2.12 "Prime Contractor" means any entity employed by, or contracting with, the Owner who has engaged IPS.

2.13 "Record" means information, documents, data and other records.

2.14 "Specifications" means the written requirements and standards for materials, systems, workmanship, quality, and the necessary services for the Work.

2.15 "Site" means the location of where the work is to be performed, as specified in the Contract.

2.16 "Work" means the total products, materials and services specified in the Contract that Subcontractor is to deliver and perform for IPS, including all deliverables reasonably inferable therefrom.

3. PERFORMANCE OF CONTRACT

3.1 Time is of the essence in Subcontractor's performance of its obligations under this Contract.

3.2 The Subcontractor agrees to perform the Work in a prompt, continuous, and diligent manner. Unless otherwise provided herein, Subcontractor agrees to furnish all materials, supplies, tools, equipment, supervision, labour, utilities, testing, certifications, shop drawings and other items necessary to fully perform the Work and complete the Work in accordance with the Drawings and Specifications pertaining thereto, including the payment of all insurance, taxes, licences, bond premiums (as applicable), and guarantees or warranties, all at Subcontractor's sole cost and expense.

3.3 Subcontractor shall commence and complete the Work by the Due Date, as properly adjusted under the Contract, and shall take reasonable measures at its own expense to maintain the agreed schedule. Subcontractor is responsible for documented direct losses caused by its culpable delay, subject to the allocation of responsibility and limitations in this Contract; IPS is not entitled to duplicate recovery.

3.4 The Subcontractor represents and warrants that it: (i) is duly organized, validly existing, in good standing, and properly registered and licensed to do business in the location(s) where the Work is to be performed; (ii) has the required skills and expertise to perform the Work in a highly professional manner using sound engineering principles, sound construction practices, and sound project management and supervisory procedures, all in accordance with accepted industry practices; (iii) before commencing Work, has made reasonable inquiry into reasonably observable conditions, limitations, and restrictions on use relating to the Site and the Work, including accessibility, general character, surface conditions, location of utilities both above ground and below, roads, pipelines, uncertainties of seasonal weather and all other physical, topographical, geological, and geographical conditions, including previously completed work that may affect performance of the Work, without assuming responsibility for materially concealed conditions that could not reasonably be identified; (iv) prior to undertaking its obligations under this Contract, has investigated and satisfied itself as to the general character, quality, quantity and availability of resources, including labour, transportation, equipment and materials, required to execute and complete the Work; and, (v) understands the geographic, economic, security, political and cultural conditions prevailing in the location(s) where the Work is to be performed.

3.5 Subcontractor shall promptly notify IPS in writing upon discovery of materially differing concealed conditions or unexpected hazardous substances, preserve evidence, and avoid disturbing affected areas except as required for safety. Any adjustment in price or time is subject to the Contract change procedure and applicable law; Subcontractor remains responsible for conditions reasonably discoverable through the investigation required by Section 3.4.

3.6 Subcontractor shall provide delivery, unloading, handling and secure storage of equipment and materials required for its Work. Owner- or IPS-furnished property placed in Subcontractor's actual custody or control shall be protected using reasonable care and the applicable quality program. Subcontractor is responsible for loss or damage to the extent caused by its acts or omissions, subject to any applicable builder's risk allocation.

3.7 Subcontractor acknowledges that it does not require rights to use any real estate, including easements or access rights for other property that is not included in the Site in order to perform the Work, including areas for storage, parking and construction laydown. Subcontractor shall not conduct activities or store equipment or materials unrelated to the Work at the Site.

3.8 Before Subcontractor makes any shipment to the Site, Subcontractor shall first communicate with, and receive instruction from IPS. Receiving and storage of equipment and materials shall be in accordance with IPS Field Material/ Receiving. All shipping delivery, and related costs shall be included in the Contract Price and shall be at Subcontractor's sole expense.

3.9 Subcontractor shall at all times comply with Applicable Laws. Subcontractor shall also comply with all applicable labour agreements to the extent legally binding upon it.

3.10 Subcontractor has full corporate or company power and authority to enter into and perform this Contract, and has taken all actions necessary to authorize its execution of this Contract.

3.11 Subcontractor understands the conditions of the roads, waterways and railroads in the vicinity of the Site, including the conditions affecting shipping and transportation, access, disposal, handling and storage of materials. Subcontractor is responsible for the costs of repairing any damage caused to such roads, waterways and railroads by Subcontractor or Subcontractor's employees or subcontractors.

3.12 When Subcontractor takes delivery of Owner supplied equipment or materials, title shall be and shall remain vested in Owner. Subcontractor agrees not to sell or otherwise dispose of Owner supplied equipment or material and agrees to keep such equipment and material free of any liens, security interests, charges or other encumbrances whatsoever.

3.13 Subject to Subcontractor's rights under Applicable Laws, Subcontractor warrants that Owner shall obtain title to the equipment, materials and all other aspects of the Work, free and clear of all liens, security interests, charges and other encumbrances whatsoever.
3.14 Subcontractor shall repair physical damage to equipment, materials, Work or the Site to the extent caused by Subcontractor or persons for whom it is responsible, ordinary wear and tear excepted. Nothing requires Subcontractor to indemnify IPS for IPS's sole negligence or otherwise in violation of RCW 4.24.115.
3.15 In addition to agreeing to provide a sufficient body of competent personnel to comply with its obligations hereunder, Subcontractor shall provide a list of Key Personnel if required by IPS. Subcontractor acknowledges that a fundamental term of this Contract is the performance of the Work by the Key Personnel until the Work is completed. Subcontractor shall not remove or make unavailable any Key Personnel or accomplish assigned tasks, duties or activities of any Key Personnel by utilizing other personnel without IPS's prior written approval, which may be withheld in IPS's discretion, and Subcontractor shall replace each person so removed or made unavailable only with a person of comparable experience and expertise, subject to IPS's prior written approval.
3.16 EV CHARGING AND ELECTRICAL WORK. Where applicable to the scope, Subcontractor shall coordinate utility interconnection and shutdowns only as authorized, verify equipment compatibility with approved drawings and manufacturer instructions, protect energized systems, follow lockout/tagout and arc-flash procedures, and provide testing, commissioning support, as-builts, inspection signoffs, labeling and closeout documentation specified in the Purchase Order. Subcontractor shall promptly report discrepancies in owner-furnished designs or equipment; it is not responsible for professional design by others unless expressly included in its scope.

4. INSPECTION OF WORK BY IPS AND OWNER

4.1 All Work shall be subject to inspection and approval, before and after installation, by IPS, Prime Contractor (if applicable), and the Owner. Subcontractor shall notify IPS when portions of the Work are ready for inspection. At their option, IPS, Prime Contractor (if applicable), and Owner may inspect the Work either at Subcontractor's or supplier's shops, or at the Site, or both.
4.2 Subcontractor or Subcontractor's suppliers shall provide access to the Work, reasonable facilities, and assistance for the safety and convenience of IPS, Prime Contractor (if applicable) and Owner's representatives for these activities. If any Applicable Law requires any of the Work to be tested, inspected, or approved, Subcontractor shall give IPS reasonable notice of the time and place for inspection and testing. Inspection or testing shall be included in the Contract Price for performing the Work. If Subcontractor proceeds with Work without providing an opportunity for Owner, Prime Contractor (if applicable), and IPS inspection as required by this Contract, such Work shall be deemed defective until it is uncovered and inspected. Any Work covered by Subcontractor without a required inspection shall be uncovered and replaced at the expense of Subcontractor if such covering interferes with or obstructs such inspection or test as determined by IPS.
4.3 Within a reasonable time after receipt of notice from Subcontractor that the Work is completed and ready for inspection testing, and acceptance, IPS, Prime Contractor (if applicable), or Owner shall make their inspection, and may request any additional test(s).
4.4 Any rights by Owner, Prime Contractor (if applicable), and IPS to witness or to review any tests, detailed drawings or other documents shall not create any obligations for Owner, Prime Contractor (if applicable), and IPS to conduct such inspections or reviews to detect errors, inaccuracies, ambiguities or other potential problems. No inspection or testing of the Work, or acceptance of the Work, or any payment (including final payment), under this Contract shall be construed to be an acceptance of defective Work, nor shall any such act be evidence of Subcontractor's satisfactory performance of the Work, and shall not relieve Subcontractor of its obligations hereunder.
4.5 If IPS requests that Subcontractor dismantle Work which IPS failed to inspect despite receipt of a properly delivered notice from Subcontractor of the availability of such Work for an inspection under this Article 4, then, (i) if such Work is not in conformity, Subcontractor shall pay the expense of dismantling and reassembling such Work, but (ii) if such Work is in conformity, IPS shall pay the expense of dismantling and reassembling such Work.

5. PRICE, PAYMENT AND TAXES

5.1 Subject to mandatory provisions of Washington law applicable to the Project, including any statutory retainage, lien, interest, and change-order payment rights, IPS shall pay Subcontractor in accordance with this Article 5.
5.2 Unless otherwise specified in the Contract, Subcontractor shall complete the Work for the Contract Price and the Contract Price includes all taxes and other charges such as shipping and delivery charges, fuel surcharges, administrative charges, duties, customs, tariffs, and government-imposed surcharges. Subcontractor shall, at IPS's request, detail the price of all such taxes and other charges, in its invoices.

5.3 Where the Contract Price is based on time and material, Subcontractor shall advise IPS immediately when it reaches 80% of the original estimated Contract Price and again when it is anticipated that the actual costs may exceed the original estimate.
5.4 Each invoice shall identify the IPS purchase order or contract number, project and site, dates and description of Work, approved progress or quantities, applicable taxes, supporting timesheets or delivery tickets, and any other reasonably required substantiation. Invoices shall be emailed to USPayables@iconicpowersystems.com Subcontractor shall provide secure verified remittance instructions separately; changes to banking details are subject to IPS verification procedures.
5.5 RETAINAGE AND COMPLETION NOTICE. Where the Purchase Order expressly authorizes retainage, IPS may withhold no more than five percent (5%) of the price of Work completed on a covered Washington private construction project, as provided in RCW 60.30.010. Partial payment does not constitute acceptance or waiver of defects. Upon Subcontractor's written notice that its contracted Work is complete, IPS shall, within fifteen (15) days, accept the Work or give written notice identifying Work remaining to be performed. Statutory interest on final payment shall accrue at one percent (1%) per month beginning at the time prescribed by RCW 60.30.010, including the statutory consequence of failure to respond within the fifteen-day period. Where IPS has timely submitted a subcontractor retainage-release request upstream within thirty (30) days after receiving it, IPS's obligation to pay statutory interest on the subcontractor's retainage shall commence as provided in RCW 60.30.010(4). A qualifying retainage bond tendered under RCW 60.30.020 shall be accepted and processed as required by that statute, including any applicable thirty-day release requirement. IPS may require lawful evidence of completion and payment of lower tiers but shall not impose conditions inconsistent with mandatory statutory release and interest rights.
5.6 PAYMENT OF INVOICES. Unless a different lawful payment period is specified in the Purchase Order, IPS shall pay undisputed properly invoiced amounts by the last business day of the calendar month immediately following the month in which IPS receives the invoice. IPS may withhold amounts reasonably disputed in good faith or necessary to protect against documented defective or incomplete Work, lower-tier nonpayment, or other lawful setoffs, with reasonably specific written grounds; undisputed amounts shall be paid when due. This ordinary invoicing timetable does not displace statutory requirements governing retainage, final-payment interest, or undisputed change-order work. Receipt of upstream payment shall not operate as an absolute condition precedent where prohibited by Applicable Law. No term waives nonwaivable statutory payment, interest, lien, or other remedies.
5.7 Where a Subcontractor claim arises from an Owner or upstream contractor act, omission or change, IPS's obligation to grant corresponding relief is limited to the relief IPS obtains upstream, to the extent enforceable under Applicable Law; provided IPS shall timely and in good faith submit and pursue a properly documented claim and shall not unreasonably waive, abandon or settle the Subcontractor-specific claim without consulting Subcontractor. Subcontractor shall timely comply with all notice, documentation and substantiation obligations reasonably communicated to it. This clause does not make receipt of upstream payment an absolute condition precedent to payment for otherwise undisputed Work where prohibited by law, nor waive statutory lien or payment remedies.
5.8 Subcontractor is responsible for properly identifying and remitting applicable Washington retail sales, use, business and occupation, and other taxes as required by law. IPS shall pay separately stated sales tax only to the extent legally due and properly invoiced. No Canadian GST applies solely by reason of this Washington project. The parties shall cooperate regarding any lawful reseller permits or exemptions.
5.9 LOWER-TIER PAYMENT AND LIENS. Subcontractor shall timely pay its employees, suppliers and lower-tier subcontractors, furnish conditional or unconditional lien releases only as appropriate to actual payment and lawful Washington requirements, and promptly resolve liens attributable to its nonpayment. IPS may make joint checks or direct payments and set off documented amounts to the extent lawful. Nothing in this Contract requires an advance waiver of lien rights prohibited by Washington law.

6. CHANGES

6.1 IPS may make Changes in accordance with this Article 6. When a Change is proposed by IPS, it shall provide Subcontractor with a notice in writing describing the Change.
6.2 Subcontractor shall within 5 days of receiving the notice contemplated under Section 6.1, or such shorter time as may be required to satisfy the Prime Contract, submit a detailed estimate of any adjustments to the Work, the Due Date, and the cost of the Work that would be required for Subcontractor to perform the Change.
6.3 Following receipt of Subcontractor's estimate under Sections 6.2 or 6.4, the parties shall negotiate in good faith adjustments to scope, price, and time and record agreed adjustments in a Change Order. Undisputed additional work shall be administered in accordance with Section 6.10 and RCW 39.04.360, where applicable.
6.4 If Subcontractor believes IPS has directed or caused a Change without written notice under Section 6.1, Subcontractor shall notify IPS in writing within five (5) days after the event or its discovery, stating the cause, impact, and reasonably available cost and schedule particulars, supplemented as information becomes available. IPS shall evaluate the notice in

good faith. This contractual notice process shall not displace the statutory procedures for undisputed additional work under Section 6.10.

6.5 If the parties cannot agree on any adjustment to the Work, the Due Date, or the cost of the Work required for Subcontractor to perform a Change, or where under Section 6.4 IPS disagrees that it has directed or caused a Change, the parties may resolve such dispute in accordance with Section 16.6. That notwithstanding, Subcontractor shall continue to fulfill its obligations pursuant to the Contract without interruption. Further, prior to resolution of a dispute, IPS may, by written direction to Subcontractor, direct Subcontractor to proceed in respect of the matter in dispute and Subcontractor shall comply with and implement the direction. Continuing to fulfill its obligations, or complying with such direction, shall be without prejudice to Subcontractor's rights relating to the dispute, provided that Subcontractor's sole remedy shall be as determined in accordance with Section 16.6.

6.6 Except for emergency safety measures, mandatory statutory rights, and written field directives expressly authorized by IPS, Subcontractor shall not perform extra Work for additional compensation without a written Change Order or written authorization from an IPS representative with delegated authority. This clause does not excuse IPS from issuing or processing change orders required by RCW 39.04.360.

6.7 Subject to mandatory Applicable Law, failure to give the notice required by Section 6.4 may bar additional contractual compensation only to the extent IPS is materially prejudiced or the notice requirement is otherwise enforceable. No provision waives nonwaivable statutory rights.

6.8 For claims attributable to upstream acts or omissions, Subcontractor shall not receive greater corresponding relief from IPS than IPS obtains upstream, except to the extent IPS's failure to recover is caused by IPS's failure to properly submit or pursue a timely supported claim, comply with applicable procedural requirements, or its unreasonable settlement, waiver or abandonment of the claim. This provision does not limit IPS's obligation to pay undisputed base-contract amounts under Section 5.6 or statutory remedies.

6.9 Subcontractor shall keep contemporaneous records of changed work, labor, equipment, materials, schedule effects, and mitigation and supply them promptly enough for IPS to meet disclosed upstream requirements. The parties shall not use contractual notice requirements to evade mandatory obligations under RCW 39.04.360.

6.10 STATUTORY UNDISPUTED CHANGE ORDERS. For covered Washington private construction, upon satisfactory completion of authorized additional Work or a portion thereof, Subcontractor shall promptly request the corresponding change order with supporting particulars. Where RCW 39.04.360(2) applies, IPS shall request the corresponding upstream change order within thirty (30) days after satisfactory completion and Subcontractor's request, and shall observe applicable lower-tier request obligations. IPS shall issue a corresponding change order to an affected lower-tier subcontractor within ten (10) days after receipt of the approved change order from Owner or the upper tier, as required by RCW 39.04.360(1). The statutory thirty-day owner issuance process, one-percent-per-month interest allocation, and civil remedies including reasonable attorneys' fees shall apply to the extent prescribed by RCW 39.04.360. Disputed amounts remain subject to the Contract's dispute procedures, without delaying processing of undisputed amounts.

7. REPRESENTATIONS AND WARRANTIES

7.1 Subcontractor represents and warrants that: (i) the Work, and IPS's use of the Work, do not and shall not infringe upon any third party's Intellectual Property Rights, right of publicity or privacy, or any other proprietary rights under any Applicable Law; (ii) Subcontractor shall not disclose to IPS, bring onto IPS's premises, or induce IPS to use any confidential or proprietary information that belongs to anyone other than IPS or Subcontractor which is not covered by a non-disclosure agreement between IPS and Subcontractor; (iii) software supplied by Subcontractor does not contain any harmful code; (iv) Subcontractor's Work conforms to the Contract, the Designs and Specifications, and, if properly incorporated by reference to this Contract, Subcontractor's quotation or proposal, and Subcontractor's brochures or catalogs, and if none of the foregoing is applicable, then such Work is suitable for the intended use; and (v) Subcontractor has all necessary licences, permits, qualifications, and approvals required by Applicable Law to perform the Work.

7.2 Subcontractor warrants that for a period of 12 months from the date of total completion of the Work, or such longer time as may be required by the Prime Contract, the Work shall be free of all faults, defects or nonconformities. If remedial or corrective work is required during the warranty period, it shall be extended by a further 12-month period from the date of rectification.

7.3 Subcontractor shall take all measures necessary to correct any and all faults, defects or nonconformities, or to replace or have replaced faulty, defective or nonconforming Work with the greatest diligence and at Subcontractor's expense, including all costs of removal, reinstallation, access, and incidental damages caused by such defects.

7.4 Subcontractor acknowledges and agrees that all warranties, performance guarantees or similar obligations herein granted by Subcontractor to IPS may be assigned to or exercised by the Owner, and Subcontractor shall execute any documents reasonably required by IPS to evidence or effect such assignment.

8. ASSIGNMENT AND SUBCONTRACTING

8.1 Subcontractor may not assign any of its rights or delegate any of its obligations under the Contract without IPS's prior written consent, and any purported assignment or delegation without such consent shall be null void. IPS may assign this Contract, in whole or in part, to the Owner, Prime Contractor, or any affiliate without Subcontractor's consent.

8.2 Subcontractor may not subcontract any of its rights or obligations under the Contract without IPS's prior written consent. If IPS consents to the use of a Sub-subcontractor, Subcontractor shall: (i) guarantee and remain fully liable for the performance of all subcontracted obligations; (ii) subject to the limitations in section 11, indemnify IPS for all Claims of any kind against IPS arising from or caused by the acts or omissions of Subcontractor's Sub-subcontractors; (iii) make all payments to its Sub-subcontractors; (iv) ensure a formally documented qualification process is in place to confirm such Sub-subcontractors are appropriately qualified, experienced, licensed, trained, and otherwise acceptable to IPS to undertake the Work; and, (v) ensure that all Sub-subcontractors and their personnel comply with all applicable IPS, Prime Contractor, Owner, customer, and Site-specific requirements, policies, procedures, and programs, including onboarding requirements, orientations, safety and compliance training, prequalification requirements, access protocols, security requirements, and drug and alcohol testing requirements, as applicable. If Subcontractor fails to make timely payment to a Sub-subcontractor for Work performed, IPS shall have the right, but not the obligation, to pay the Sub-subcontractor and set off against any amount due to Subcontractor by the amount paid to the Sub-subcontractor.

8.3 To the extent allowed by Applicable Law, no person who is not a party to the Contract shall be entitled to enforce or take the benefit of any of its terms whether as a result of applicable legislation, custom or otherwise, provided that IPS, the Prime Contractor, the Owner, and the customer for the project shall be deemed intended third-party beneficiaries of Subcontractor's warranties, representations, obligations, and indemnities under the Contract.

9. TERM AND TERMINATION

9.1 The Contract shall remain in effect until the Work is completed and accepted or until terminated in accordance with these terms and conditions.

9.2 Either party may terminate the Contract, or any portion of the Work, immediately by delivering written notice to the other party upon the occurrence of any of the following events: (i) a receiver is appointed for either party or its property; (ii) either makes a general assignment for the benefit of its creditors; (iii) either party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, if such proceedings are not dismissed within 60 days; or, (iv) either party is liquidating, dissolving, or ceasing to do business in the ordinary course. Notwithstanding the foregoing, Subcontractor shall have no right to terminate the Contract for convenience.

9.3 IPS may terminate this Contract, or any portion of the Work, immediately by delivering written notice to Subcontractor for any breach not cured within 10 days of delivering a notice of the breach. In that event, IPS shall be entitled to: (i) take possession of any Work by whatever method IPS considers appropriate, in its discretion; (ii) remedy any fault, defect or nonconformity in the Work, including by engaging others to do so, and charge against Subcontractor all costs and expenses incurred in so doing; and, (iii) withhold further payment to Subcontractor until total completion of the Work, after which time IPS shall pay Subcontractor for all of the Work properly performed to the date of termination, less the sum of all costs IPS incurred pursuant to Sections 9.3(i) and 9.3(ii), all costs in excess of the Contract Price incurred to obtain satisfactory completion of the Work by itself or others, and all losses otherwise sustained on account of Subcontractor's default. In the event the amount owing to Subcontractor is less than the sum of all costs described in Section 9.3(iii) Subcontractor shall be liable to, and shall pay immediately upon demand, IPS for any shortfall.

9.4 IPS may immediately terminate the Contract upon written notice to Subcontractor if there is a change in ownership representing 20 percent or more of the equity ownership of Subcontractor and in that event Section 9.3 shall apply without any cure period.

9.5 Notwithstanding any other provision under this Article 9, IPS may terminate this Contract, or any portion of the Work, for its convenience at any time and without cause upon 10 days written notice to Subcontractor. Upon receipt of notice of such termination, Subcontractor shall inform IPS of the extent to which it has completed the Work as of the date of the notice, and Subcontractor shall immediately collect and deliver to IPS whatever Work then exists. IPS shall pay Subcontractor for all Work performed and accepted up to and including the effective date of the termination, provided that IPS shall not be obligated to accept any Work performed or delivered after Subcontractor has received notice of termination. Under no circumstance shall IPS be obligated to pay any more than the payment that would have become due had Subcontractor completed and IPS had accepted the Work. IPS shall have no further payment obligation in connection with any termination, and Subcontractor shall not be entitled to loss of profits, consequential damages, or any other form of compensation as a result of termination for convenience.

9.6 IPS may, without penalty or payment, suspend performance of this Contract, or any portion of the Work, by written notice to Subcontractor. At the time of a suspension, IPS shall pay Subcontractor in accordance with Article 5 for all Work properly performed to the date of the suspension, but withhold all further payments. Upon further written notice by IPS to

Subcontractor, Subcontractor shall promptly resume performance of the Work and the Due Date shall be adjusted to account for the duration of the suspension in accordance with Article 6.

9.7 IPS may pursue other remedies in addition to termination, including but not limited to claims for damages, indemnity, and specific performance.

10. CONFIDENTIALITY AND CYBER SECURITY

10.1 Subcontractor shall comply with applicable US federal and Washington privacy, confidentiality, data-security and breach-notification laws, and shall protect project Records, including personal information, drawings, security configurations and customer information. On receipt of a subpoena, legal demand or unauthorized disclosure request, Subcontractor shall promptly notify IPS unless prohibited by law, cooperate in protecting confidentiality and disclose only what is legally required.

10.2 Subcontractor shall not provide IPS with personal information of any third party or its own employees. Notwithstanding the foregoing, if Subcontractor does provide IPS with any personal information, Subcontractor represents and warrants that it has obtained the necessary consent to provide that personal data to IPS and to allow IPS to use, disclose, and transmit such personal information among IPS and its employees, contractors, affiliates and advisors in connection with this Contract.

10.3 Subcontractor must treat as confidential all Records that have been received by Subcontractor or any Subcontractor personnel as a result of this agreement, including this Contract, and shall use such Records solely for the purpose of performing the Work.

10.4 Subcontractor must obtain IPS's written consent prior to any publication, presentation, public announcement, or press release concerning its relationship as a Subcontractor to IPS, and any breach of this Section shall entitle IPS to injunctive relief in addition to any other remedies available at law or equity.

11. INDEMNIFICATION

11.1 To the fullest extent permitted by RCW 4.24.115, Subcontractor shall indemnify, hold harmless, and, to the extent legally enforceable, defend IPS, Owner, any applicable Prime Contractor, and their respective affiliates, officers, directors, and employees against third-party claims, liabilities, damages, and reasonable defense costs arising from bodily injury, death, property damage, or other legally indemnifiable loss to the extent caused by the negligent acts or omissions or other legal fault of Subcontractor or those for whom it is legally responsible. This indemnity expressly applies to concurrent negligence only to the extent of Subcontractor's negligence or legal fault, and does not apply to the sole negligence of an indemnified party. Any duty to defend and allocation of defense costs are subject to these same limitations. Nothing in this Contract constitutes a waiver of Subcontractor's immunity under Washington industrial insurance laws (Title 51 RCW); any such waiver would require a separate, specific, express, mutually negotiated agreement. Subcontractor remains responsible for its own breach of Contract and intellectual-property infringement to the extent enforceable under Applicable Law.

11.2 IPS shall indemnify Subcontractor against third-party Claims to the extent caused by IPS's negligent acts or omissions or by infringement arising solely from IPS-provided designs or materials used as expressly required, excluding any contribution by Subcontractor and subject to RCW 4.24.115 and Applicable Law.

11.3 The indemnified party shall provide reasonably prompt notice and cooperate in the defense, except to the extent actual prejudice results from delay. Defense counsel and settlement arrangements shall be reasonably coordinated. No indemnifying party may settle a claim imposing admission, nonmonetary obligation, or unreleased liability on an indemnified party without its written consent, not unreasonably withheld. Defense expenses shall be allocated consistently with Section 11.1 and RCW 4.24.115.

11.4 If a third party enjoins or interferes with IPS's use of any Work, then in addition to Subcontractor's obligations under section 11.1, it shall use its best efforts to: ((i) obtain any licences necessary to permit IPS to continue to use the Work; (ii) replace or modify the Work as necessary to permit IPS to continue to use the Work; or if (i) and (ii) are not, in IPS's reasonable opinion, commercially reasonable, then, (iii) promptly refund to IPS the amount paid for any Work for which a third party enjoins or interferes with IPS's use of the Work, together with all documented costs of removal, reinstallation, and transition incurred by IPS.

11.5 Nothing in this section 11 shall limit any other remedy of the parties.

12. LIABILITY

12.1 Notwithstanding anything else in the Contract or otherwise, under no circumstances or theory of liability shall IPS be liable to Subcontractor with respect to the subject matter of the Contract for any amounts in excess of the Contract Price.

12.2 In no event shall IPS be liable to Subcontractor for any incidental, indirect, special, consequential damages or loss of profits arising out of, or in connection with, the Contract, whether or not such damages were foreseeable or IPS was advised of the possibility of such damage.
12.3 The limitations in this section 12 shall apply notwithstanding any failure of the essential purpose of any limited remedy provided herein. Nothing in the Contract limits either party's liability for bodily injury of a person, death, or physical damage to property or any liability which cannot be excluded under Applicable Law.

13. INSURANCE

13.1 Subcontractor shall maintain US Commercial General Liability insurance written on an occurrence basis, including products/completed operations and contractual liability coverage, with limits of not less than US$5,000,000 each occurrence and US$5,000,000 general aggregate, or higher limits stated in the Purchase Order or required by the Prime Contract and disclosed to Subcontractor. Such limits may be satisfied through a combination of primary Commercial General Liability and umbrella or excess liability insurance, provided that the umbrella or excess coverage follows form or otherwise provides coverage at least as broad as the underlying policy for the required risks. IPS, Owner and upstream contractor (as applicable) shall be additional insureds for liability arising from Subcontractor's Work, on primary and noncontributory terms to the extent commercially available and legally permitted. Completed operations additional insured coverage shall continue for the period specified in the Purchase Order.
13.2 Subcontractor shall maintain (i) automobile liability covering owned, hired and non-owned vehicles used in the Work, with a combined single limit of not less than US$2,000,000, which may be satisfied through a combination of primary automobile liability and umbrella or excess liability insurance, where vehicles are used; (ii) workers' compensation coverage as required by Washington law and employer's liability where available and applicable; and (iii) where specified in the Purchase Order because of the scope, professional liability, pollution liability, cyber liability, installation floater, builder's risk or other specialty coverage, at the stated limits. Required coverages shall be placed with insurers authorized or otherwise lawfully eligible in Washington.
13.3 Subcontractor shall provide certificates of insurance before mobilization and on renewal, together with additional insured endorsements and other evidence reasonably requested by IPS. Certificates alone do not amend coverage. Subcontractor shall give IPS prompt notice after learning of cancellation, nonrenewal or material reduction and comply with any enforceable notice requirement in the policy. Subcontractor bears deductibles and self-insured retentions attributable to its coverage. Insurance does not limit contractual liability except as expressly stated.

14. WORKERS' COMPENSATION, LICENSING AND WORKPLACE SAFETY

14.1 Subcontractor shall comply with Washington's Industrial Insurance Act (Title 51 RCW), Washington Industrial Safety and Health Act (WISHA; Chapter 49.17 RCW), applicable Department of Labor & Industries rules, OSHA requirements where applicable, and federal, state and local wage, employment and electrical safety laws.
14.2 Before mobilization, Subcontractor shall provide its Washington contractor registration number and evidence of good standing where registration is required, together with required electrical contractor licenses, administrator/master electrician and certified electrician credentials, trade permits and inspections applicable to its scope. Subcontractor shall not perform regulated electrical work without required authorizations.
14.3 Subcontractor shall maintain legally required Washington industrial insurance coverage and provide its L&I account information and evidence of compliance upon request. Any legally authorized alternative coverage or exemption must be documented. Subcontractor remains responsible for lower-tier compliance.
14.4 Subcontractor shall provide site-specific safety plans, training records, incident reports, corrective-action records, and evidence of required licensing or coverage reasonably requested by IPS. IPS may suspend unsafe Work pending correction without waiving other rights.
14.5 To the extent permitted by law, if IPS incurs assessments or liabilities directly due to Subcontractor's failure to comply with mandatory workers' compensation or safety obligations, Subcontractor shall reimburse IPS for documented amounts attributable to that failure. This obligation survives termination and does not require an unlawful indemnity.
14.6 This template is intended for privately contracted Washington projects. Public-works, prevailing-wage, federal funding, Buy America, Davis-Bacon, apprenticeship, or other special requirements apply only where independently triggered by law, funding, or expressly incorporated project documents. The parties shall identify any such requirements in the Purchase Order or project exhibits before affected Work proceeds.

15. GOVERNING LAW

15.1 The Contract shall be governed by Washington State law, without regard to conflicts-of-law rules. Subject to mandatory statutory venue and jurisdiction rules, disputes shall be brought in state or federal courts having jurisdiction in the

Washington county where the Project is located. Nothing in this Contract impairs a party's statutory construction lien, bond, retainage or other nonwaivable remedies.

16. GENERAL

16.1 Any notice to be given under the Contract shall be in writing and addressed to the party's addresses listed in the Purchase Order. Notices shall be deemed effective: (a) if personally delivered, upon delivery to the contact person for the receiving party; (b) if sent by an overnight service with tracking capabilities, upon receipt by the receiving party; (c) if sent by fax or electronic mail, at the time of sending provided the sender receives no indication there was error in transmission; or, (i) if sent by certified or registered mail, within five business days of deposit in the mail. Where no contact person has been identified in the Contract, notice shall be deemed effective if provided as described in this provision directly to any officer or director of a party.

16.2 Subcontractor agrees for a period of 12 months after completion of the Work, not to directly or indirectly recruit, solicit, or otherwise induce or attempt to induce any employee of IPS to terminate his or her employment with IPS or otherwise to act contrary to the interests of IPS.

16.3 Subject to Sections 1.1 and 1.2 herein, if there is a conflict between or among the Contract and any documents attached to and incorporated by reference, the conflict shall be resolved as follows: (i) to the extent that there are additional requirements for higher standards of quality or performance or additional requirements for more extensive scope of design, work or services than otherwise required, no such ambiguity, conflict or inconsistency will be deemed to exist and the Subcontractor's obligations hereunder will include compliance with such additional and higher requirements; and, (ii) notwithstanding anything else in the Contract, IPS may resolve such conflict in order to ensure that it has met its obligations to the Owner under the Prime Contract.

16.4 Any obligations or duties which, by their nature, extend beyond the expiration or termination of the Contract shall survive the expiration or termination of the Contract including Articles 1, 10, 11, 12, 15, 16, and Sections 3.5, 5.7, 9.3, and 9.6.

16.5 The terms and conditions the Contract shall be binding upon and enure to the benefit of the parties hereto and their permitted successors, transferees, and assignees.

16.6 Except where prompt action is necessary to preserve lien rights, seek provisional relief or comply with a mandatory statutory deadline, senior representatives shall meet in good faith within ten (10) days after a written dispute notice and attempt resolution for thirty (30) days. If unresolved, either party may pursue relief in the courts specified in Section 15.1 unless both parties subsequently agree in writing to arbitration. Neither negotiations nor this provision tolls statutory filing or notice periods unless expressly agreed in a legally effective writing.

16.9 PROJECT-SPECIFIC DOCUMENTS. The Purchase Order shall identify the Site, scope, pricing, schedule, project-specific insurance and bonding, required permits, and any relevant upstream terms. In the event of conflict, a separately negotiated written amendment signed by both parties prevails, followed by the Purchase Order's expressly stated special conditions, these Terms, and other incorporated technical documents, except mandatory Applicable Law controls in all cases.

16.8 STATUTORY SAVINGS. Nothing in the Contract waives rights that cannot be waived under Washington law, including applicable lien, retainage, prompt payment, change-order, workers' compensation or construction-indemnity protections. If any provision is unenforceable, it shall be limited to the minimum extent required without invalidating the remainder.

16.7 A waiver of any term of this agreement or of any breach by of this agreement is effective only if it is in writing and signed by the non-breaching party and is not a waiver of any other term or any other breach. No delay or failure by IPS to exercise any right or remedy shall operate as a waiver.