PACIFICORP
A MIDAMERICAN ENERGY HOLDINGS COMPANY

RECEIVED
2014 SEP 23 AM 11:11
IDAHO PUBLIC
UTILITIES COMMISSION

R. Jeff Richards
Vice President and General Counsel
201 S. Main Street, Suite 2400
Salt Lake City, UT 84111
801-220-4734 Office
801-220-4058 Fax
jeff.richards@pacificorp.com

September 23, 2014

VIA OVERNIGHT DELIVERY

Idaho Public Utilities Commission
472 West Washington
Boise, ID 83702-5983

Attention: Jean D. Jewell
Commission Secretary

Re: PacifiCorp Notice of Affiliate Transaction
Case No. PAC-E-05-8

Dear Ms. Jewell:

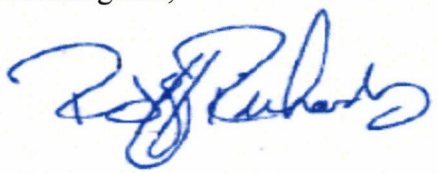
This letter will serve as notice pursuant to Commitment I 17(2), incorporated in the Idaho Public Utilities Commission Order No. 29973 issued February 13, 2006, as supplemented by Order No. 29998 March 14, 2006, in the above-referenced proceeding, approving the acquisition of PacifiCorp by MidAmerican Energy Holdings Company (MEHC), of an affiliate transaction with Forney Corporation (Forney) for the purchase of igniter parts for the Company's Dave Johnston generation plant. Included with this filing as Attachment A is a copy of the Purchase Order that will be issued, which contains the terms and conditions for this transaction.

PacifiCorp is an indirect wholly owned subsidiary of Berkshire Hathaway Energy Company (BHE). BHE is a wholly owned subsidiary of Berkshire Hathaway, Inc. Forney Corporation is wholly-owned by Graham Holdings Company. Berkshire Hathaway, Inc. holds approximately eight percent interest in Graham Holdings Company voting stock. Accordingly, Berkshire Hathaway Inc.'s ownership interest in both BHE and Graham Holdings Company may create an affiliate interest relationship between the Company and Forney in some PacifiCorp jurisdictions.

Forney manufactures equipment that monitors and controls the combustion of coal, natural gas, and other materials. The Company uses gas head detectors, unfiltered flame detector assemblies, pipe spacer guides, and other miscellaneous fiber optic materials purchased from Forney and now needs to purchase replacement igniter parts for the existing equipment. Forney is the manufacturer of the original parts. To the best of the Company's knowledge, only Forney manufactures the required replacement parts. The Company anticipates a one-time spend of approximately $34,132.00 for the parts. Purchasing from Forney is in the public interest. The Company must keep replacement parts in stock to properly operate and maintain its generation facilities.

Please do not hesitate to contact me if you have any questions.

Best Regards,



R. Jeff Richards
Vice President and General Counsel
PacifiCorp

Enclosures

Attachment A

Purchase Order

PACIFICORP

PacifiCorp Procurement
825 NE Multnomah Street, Suite 400
Portland, Oregon 97232

Purchase Order

Shipping Address
PacifiCorp
Naughton Plant
Hwy 189, South of
KEMMERER WY 83101

Vendor Address
FORNEY CORPORATION
3405 WILEY POST RD
CARROLLTON TX 75006-5115
USA
Attention: ANNA GUTIERREZ
Vendor Phone: (972) 458-6342
Vendor Fax: (972) 458-6600

Billing Address
PacifiCorp
Accounts Payable Department
P.O. Box 3040
Portland, OR 97208 - 3040

Information

P.O. Number	**4500707774**
Date	07/16/2014
Vendor No.	104209
Payment Terms Description	NET 30
Buyer	Susie Cook
Phone	(307) 352-4474
Fax	(307) 352-4415
Delivery Date	**09/01/2014**
Inco Terms Description	FOB Origin Collect
Inco Terms (Part X)	SEE SHIPPING INSTRUCTIONS

Show the Purchase Order Number on all packages, invoices, bills of lading and correspondence. Send invoices to Accounts Payable Department. Notify buyer immediately: (1) if unable to ship or deliver on dates specified below or (2) when description is incorrect or superceded.

Please confirm receipt of this PO, and verify that the delivery date to plant site is acceptable. Thank you! susie.cook@pacificorp.com, phone 307.352.4474

Shipping Instructions:

**********SHIPPING INSTRUCTIONS**********

SUPPLIERS ARE TO SHIP MATERIAL PER SHIPPING INSTRUCTIONS LISTED BELOW WHEN FREIGHT COSTS ARE PAID BY PACIFICORP. SUPPLIERS ARE NOT TO USE ANY ALTERNATE SHIPPING SUPPLIERS WITHOUT APPROVAL OF THE BUYER. ANY DEVIATIONS FROM THESE INSTRUCTIONS WITHOUT PRIOR AUTHORIZATION SHALL BE CONSIDERED AS THE SUPPLIERS AGREEMENT TO PAY ALL TRANSPORTATON CHARGES, REGARDLESS OF THE AMOUNT.

****

IF SHIPMENT WEIGHS LESS THAN 150 LBS.
SHIP UPS GROUND, COLLECT; ON UPS ACCOUNT NUMBER 63RV22
PLEASE INSURE SHIPMENT FOR REPLACEMENT VALUE OF ORDER.

****

FOR ROUTINE SHIPMENTS WEIGHING BETWEEN 151 THRU 5000 LBS,
YOU MAY ENTER THE SHIPMENT ON-LINE 272547963
PLEASE LOG-IN TO ECHOTRAK USING YOUR LOCATION SPECIFIC LOGIN - IF YOU DO NOT HAVE A USERNAME/PASSWORD, PLEASE CONTACT ECHO TO GET SET UP. (312) 334-2642
http://www.echotrak.com

Currency: USD

Item	Material/Description	Quantity	UM	Net Price	Per	UM	Net Amount
10	**0001001364**	1.00	EA	5,896.00	1	EA	5,896.00
	CABLE,FIBER OPTIC,S/SPEC 085.00-IN,LG LI						
	CABLE, FIBER OPTIC, S/SPEC 085.00-IN LG LIGHT GUIDE, 1/8" DIAMETER						
	Manufacturer Part Number		**Manufacturer**				
	UV 79882-07		FORNEY CORPORATION				

PACIFICORP

PacifiCorp Procurement
825 NE Multnomah Street, Suite 400
Portland, Oregon 97232

Purchase Order

Item	Material/Description	Quantity	UM	Net Price	Per	UM	Net Amount
20	**0001001356**	1.00	EA	1,000.00	1	EA	1,000.00
	LENS ASSY,FIBER OPTIC,HIGHLIGHT,UV						
	LENS ASSY, FIBER OPTIC, HIGHLIGHT, UV						
	Manufacturer Part Number		**Manufacturer**				
	9050901		FORNEY CORPORATION				
				Total Net Value		USD	6,896.00

Vendor shall furnish the Goods and Services specified above in accordance with this Purchase Order, including the provisions set forth on the face hereof and any other provisions attached to, incorporated into, or otherwise made a part of this Purchase Order.

PACIFICORP PURCHASE ORDER
TERMS & CONDITIONS
(Rev. May 2014)

The terms and conditions issued with this purchase order shall be null and void in the circumstance where PacifiCorp and the Party to whom this purchase order is issued have a valid written agreement (duly executed by the authorized representatives of both parties) to which the items in this purchase order are identified.

1. DEFINITIONS.

Supplier means the party identified as the vendor on the face of this Purchase Order. Company means PacifiCorp or any affiliates or subsidiaries whether direct or indirect acting through the business unit specified on the face of this Purchase Order. Contract means the Purchase Order of which these terms and conditions are a part ("Purchase Order"), all documents incorporated by reference under the Purchase Order, these terms and conditions themselves with any confidentiality or non-disclosure agreement executed by Company and Supplier, and all exhibits and amendments to all such documents. "Items" mean any goods or services to be provided or performed by Supplier under the Contract as defined above. "Price" means the consideration to be paid by Company to Supplier under the Contract for the Items. The Price shall be exclusive of all taxes to be borne by Company arising out of Supplier's performance hereunder, including without limitation sales, use, unless specifically stated otherwise. Local sales and use taxes in all states shall be paid by Supplier and invoiced as a separate line item. The Supplier is responsible for all import or export duties and value-added taxes related to these units and all applicable parts.

2. BLANKET ORDER.

If the Purchase Order is designated by Company as a blanket order, Company shall be obligated to purchase only those quantities of Items which it specifically requests under release orders issued by Company to Supplier.

3. ACCEPTANCE OF ORDER.

This Purchase Order for Items shall be accepted by Supplier upon receipt of the Purchase Order. Any timely commencement of Supplier's performance hereunder shall also be deemed to be an expression of Supplier's acceptance of this Order including these Terms and Conditions. No modification, alteration, or exception made by Supplier to the terms of this Contract shall be a part of this Purchase Order unless agreed to in a writing executed by the authorized representatives of both parties.

4. PRICE.

The Price shall be as stated in the Purchase Order unless such price exceeds the lowest price at which Supplier is selling Items or similar items to its other customers as of the date of delivery to Company, in which case the lower price shall control. If there is no price stated in the Purchase Order, the Price shall not be higher than the most current charged or quoted Price to Company for such Items by Supplier. If there has been no previous charge or quotation by Supplier to Company for Items and if no price is set forth in the Purchase Order, Company shall have the right to return the Items. Supplier shall pay the cost of return transportation if Supplier charges a price which is in excess of the lowest price at which Supplier is selling Items to its other customers as of the date of delivery to Company. If prior to delivery of the Items, Company is able to purchase a portion or all of the Items, or similar items of like quality, at a price which is less than the Price, Company shall notify Supplier. Should Supplier fail to meet such lower price, Company may, at its option, purchase from the other source at the lower price, and in that event Company and Supplier shall be relieved of their obligations under the Contract in respect of that portion of the Items purchased from the other source.

5. ACCOUNTING AND AUDITING.

Supplier shall keep accurate and complete accounting records in support of all cost billings to Company in accordance with generally accepted accounting principles. Company or its audit representative shall have the right at any reasonable time or times to examine, audit, and reproduce the records, vouchers, and their source documents which serve as the basis for compensation other than compensation which is fixed in amount by this Contract. Such documents shall be available for examination, audit, and reproduction for three (3) years after completion or termination of this Contract. All results of these audits shall be kept confidential between the two parties and their agents. Supplier shall assist Company with preparing necessary audit material and will allow Company to review any work papers prepared by independent auditors as allowed by professional standards. Any over-collections shall be returned within thirty (30) days from date of notice of overcharge. Audit findings will be considered to be final for the period audited.

6. CREDIT REQUIREMENTS.

Supplier shall meet the requirements of any one or more of clause (i), clause (ii) or clause (iii) below: (i) Supplier maintains a senior unsecured debt rating from Standard & Poor's of BBB- or better; (ii) if Supplier has no debt rating, Supplier meets ALL of the following credit standards: a) tangible net worth equal to ten times the projected maximum exposure under this Contract, b) no change in the condition of its earnings, net worth, or working capital over the last 24 months which would reasonably be anticipated to impair the Supplier's ability to meet its obligations under this Contract, and c) Supplier is not in default under any of its other agreements and is current on all of its financial obligations, or (iii) Supplier shall post security reasonably satisfactory to Company. If requested by Company, Supplier shall within thirty (30) days provide Company with copies of its most recent annual and quarterly financial statements prepared in accordance with generally accepted accounting principles.

7. UNIFORM COMMERCIAL CODE.

The Uniform Commercial Code as adopted by the State in which the Items are delivered shall govern this Purchase Order, except as modified herein.

DRAWINGS-SPECIFICATIONS-PROPRIETARY INFORMATION-CONFIDENTIALITY-ADVERTISING.

)plier shall be fully and solely responsible for obtaining product data adequate to design, manufacture, fabricate, construct and deliver Items in compliance with 'equirements of the Contract. Company shall retain all rights to all such documents it provides or causes to be provided to Supplier. Supplier shall consider all :h documents to be confidential. Upon Company's request, Supplier shall promptly return to Company all such documents and copies thereof. Supplier shall not 'ertise or publish the fact the Company has contracted to purchase Items from Supplier, nor shall any information relating to the Purchase Order be disclosed 1out Company's prior written permission. Unless otherwise agreed in writing, no commercial, financial, or technical information disclosed in any manner or at / time by Supplier to Company shall be deemed secret or confidential.

DELIVERY.

e Supplier shall deliver Items to Company on the date(s) indicated in the Purchase Order. If Supplier fails to make delivery of any part of the Items on the date(s) licated, the Company may terminate and pursue other remedies. All shipments shall be delivered F.O.B. to the destination designated by Company in the ırchase Order, and risk of loss shall remain with Supplier until the Items are received by Company, its agent or consignee regardless of whether Company has ade full payment for the Items. A packing slip must accompany each such shipment, and if a shipment is to a consignee or agent of Company, a copy of the .cking slip shall be forwarded concurrently to Company. If no such packing slip is sent, the count or weight determined by Company or its agent or consignee all be final and binding on the other parties. Supplier, or the carrier it uses to transport Items, whichever is applicable, shall (a) maintain a "satisfactory" safety ting from the U.S. Department of Transportation and shall provide Company with written proof of such rating on request if the carrier is a motor carrier, and (b) aintain the insurance coverages and policy amounts required by Section 20, unless a larger amount is required by any federal, state, or local regulatory agency, which event such larger amount shall be maintained.

). WARRANTY.

upplier warrants that for a period of two years after the delivery of or performance of the Items, the Items will (a) be of merchantable quality; (b) be fit for the ompany's specified purposes; (c) be of high quality, and be free from defects in material and workmanship; (d) comply with the most stringent of Company's or upplier's specifications, performance guarantees and requirements; and (e) comply with all nationally recognized codes and established industry standards. All ems shall be sold by Supplier to Company free and clear of any liens and encumbrances. Supplier's warranties and guarantees shall survive inspection, delivery, nd acceptance of the Items and/or payment by Company. If the Items do not conform to any of these warranties then, at Company's option, Supplier shall repair or eplace the defective Items, F.O.B. Company's designated site at Supplier's expense, or in the case of services, re-perform the services at Supplier's expense. Supplier shall be responsible for all expenses and damages which Company incurs, including, but not limited to, incidental and consequential damages. The oregoing warranties and obligations shall also apply to the Items supplied by Supplier in such repair, replacement, or performance. Supplier shall immediately ransfer to Company the benefit of any manufacturer's warranties.

11. RESTOCKING FEE.

n the event that Supplier supplies incorrect or defective Items or fails to deliver Items on or before the delivery date, or this order is terminated for cause, Company shall have no obligation to pay restocking or similar fees to Supplier. Moreover, in no event shall Company be required to pay restocking or similar fees to Supplier unless a mutually acceptable fee is agreed to in a writing executed by the authorized representatives of both parties.

12. CHANGES.

Company shall have the right to make changes (including additions and/or omissions) from time to time in the Items, any specifications and/or drawings which are a part of the Contract. Company shall give Supplier written notice of any such change. Any claims by Supplier for adjustments in price or delivery terms after its receipt of Company's change order must be asserted in writing to Company not more than ten (10) days after such receipt by Supplier, or such claim shall be deemed to have been waived.

13. PAYMENTS AND INVOICES.

Unless otherwise specified in the Purchase Order or in a separate written instrument signed by Company, no invoice shall be issued by the Supplier prior to the shipment or performance of the Items, and no payment shall be made prior to receipt of such Items and approval of an invoice for such Items. Company may withhold any payment otherwise due under the Contract to the extent necessary to offset any claim Company may have or assert against Supplier.

14. INSPECTION AND PRE-WARRANTY PERIOD DEFECTS.

Company may inspect any Items ordered hereunder during their manufacture, construction or preparation at reasonable times and shall have the right to inspect such Items at the time of their delivery and/or completion. Items furnished hereunder may at any time prior to the beginning of the warranty period stated above in Section 10 be rejected for defects revealed by inspection or analysis even though such Items may have previously been inspected and accepted. Such rejected Items may, at Company's option, be returned to Supplier for full refund to Company, including removal, shipping and transportation charges.

15. PATENT, TRADE SECRET, AND COPYRIGHT INFRINGEMENT.

Supplier shall settle or defend, at its sole expense and shall indemnify and save Company harmless from any costs, expenses, losses, and damages resulting from any claims, suits, or proceedings brought against Company which are based upon a claim that the Items, or any part thereof infringe on any patent, trade secret or copyright in case the Items or any part thereof furnished hereunder constitute infringement. Supplier shall, at its sole expense and at its option (1) procure for Company the right to continue using the goods or part thereof; (2) replace the same with substantially equal but non-infringing Items, (3) modify the Items so as to become non-infringing; or (4) upon written approval of Company, remove the Items at Supplier's sole expense and refund the Purchase price and the transportation, installation, and removal costs thereof.

COMPLIANCE WITH LAWS AND REGULATIONS.

ıplier warrants that all goods, services and labor provided pursuant to this Purchase Order have been provided in compliance with all applicable s and regulations, and all applicable executive, judicial and administrative orders, as each may be applicable to the work performed hereunder, and od on total anticipated dollar value of this Purchase Order. Without limiting the generality of the foregoing, Supplier specifically warrants its ıpliance with the Foreign Corrupt Practices Act and the United Kingdom Bribery Act 2010. Supplier and any subcontractors shall also abide by the uirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their tus as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or ional origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance ɔmployment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Supplier and any ɔcontractors shall also abide by the requirements of Executive Order 11246, as amended, to develop and implement a written affirmative action ɔgram (AAP) and Executive Orders 11625 and 13170 (utilization of disadvantaged business enterprises) and the Small Business Act.

. CONFLICT MINERALS.

ppiier shall provide to Company information on the content of products, manufactured or contracted to be manufactured by Supplier for Company, that utilize or ntain the "conflict minerals" wolframite, casserite, columbite-tantalite (coltan), gold and their derivative metals: tantalum, tin and tungsten. The information will be ɔvided in a form that will allow Company to verify compliance with Section 1502 of the Dodd-Frank Act (the U.S. Conflict Minerals Law) and will include evidence the origin or sources of the conflict minerals. The information will be submitted at or prior to the time of delivery of products in a form approved and/or designated Company from time to time. Supplier shall obtain Company's prior written consent before providing any products to Company that include conflict minerals iginated from the Democratic Republic of Congo or the nine adjoining conflict countries; Angola, Burundi, Central African Republic, the Republic of the Congo, wanda, South Sudan, Tanzania, Uganda, and Zambia. Supplier shall maintain effective accounting procedures, internal controls and audit procedures necessary record the country and place of origin of all minerals included in products provided to Company, and to verify compliance with this Section. Company shall be ɜrmitted to audit such records as reasonably necessary to confirm Supplier's compliance with this Section. Supplier shall indemnify and hold Company harmless r all fines, penalties, expenses or other losses sustained by Company as a result of Supplier's breach of this Section.

3. LIENS.

upplier hereby waives its rights to any mechanic's lien or other lien under any applicable statutes or otherwise for all items furnished in connection with the ontract. Prior to Supplier's receipt of each payment under the Contract, Supplier shall deliver to Company all affidavits, lien releases, materialmen's certificates nd other documents required by Company under the applicable lien laws. If at any time there shall be evidence of the existence of any such lien or claim for work one or items, materials, services or equipment furnished by Supplier or any other party in connection with the Contract, the Company may use money then due or ɔ become due under the Contract to discharge such lien or satisfy such claim and may credit such amounts against the amounts due or to become due to the ;upplier.

9. INDEMNITY.

Supplier shall indemnify and hold Company and its employees, directors, officers and agents harmless from and against all expenses, costs, charges, damages, laims, suits, losses, fines, penalties or liabilities (including attorney's fees) of every kind whatsoever by reason of, arising out of, or in any way connected with ıccidents, occurrences, injuries, or losses to, or of any person, or property including, without limitation thereto, loss of use of property, which may occur before or ıfter delivery of the completed Items to Company, or resulting from, in whole, or in part, the sale, design, preparation, manufacture, fabrication, construction, ɔompletion, transportation, delivery, failure to deliver, and/or installation of the items and/or services, excluding only such as are caused by the sole negligence of Company, but not excluding situations where the Company's negligence consists of failure to discover a condition caused or permitted to exist by the Supplier or any of its subcontractors. If Supplier is not responsible for any installation or services or supervision related to installation under the Contract, Supplier shall have no liability under this Section 19 for any of the above resulting entirely from acts or omissions in the performance of such installation. Supplier, in any indemnification claim hereunder, hereby expressly and without reservation waives any defense or immunity it may have under any applicable Worker's Compensation laws or any other statute or judicial decision, disallowing or limiting such indemnification where an employee of Supplier makes a claim against any indemnitee herein, and Supplier consents to a cause of action for indemnity.

20. INSURANCE.

Supplier shall take out and maintain with a carrier or carriers having an A.M. Best Insurance Reports rating of A-:VII or better the following minimum insurance coverage at its expense for the duration of the Contract (including all warranty periods thereunder) covering all of Supplier's obligations under the Contract: (a) Workers Compensation - Statutory; (b) Employer's Liability - minimum single event limit of $1,000,000; (c) Commercial General Liability - with a minimum single event limit of $1,000,000 and a $2,000,000 annual aggregate to protect against and from all loss by reason of injury to persons or damage to third party property, including Supplier's employees and all third persons, and property of all third parties based upon and arising out of the negligent acts or omissions of the Supplier's operations hereunder, including the operations of its subcontractors of any tier; (d) Professional Liability - covering damages arising out of negligent acts, errors, or omissions committed by Supplier in the performance of the work or services provided under the Contract, with a liability limit of not less than $1,000,000 each claim. Supplier shall maintain this policy for a minimum of two (2) years after completion of the work or services or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of work or services under this Contract and caused by any error, omission, breach or negligent act for which the Supplier is held liable; (e) Business Automobile Liability - with a minimum single limit of $1,000,000 for bodily injury and property damage with respect to Supplier's vehicles whether owned, hired or non-owned, assigned to or used in the performance of the work; and (f) Umbrella Liability - with a minimum limit of $5,000,000 each occurrence/aggregate where applicable to be excess of the coverages and limits required in Employers' Liability insurance, Commercial General Liability insurance and Business Automobile Liability insurance above. Insurance coverage provided on a "claims-made basis" shall be kept in effect for the longer of two years from the date of Company's initial commercial use of the Items and for such other length of time necessary to cover liabilities arising out of the work or services provided under the Contract. All policies required by this Contract shall

ıde provisions that such insurance is primary insurance with respect to the interests of Company and that any other insurance maintained by Company is ɜss and not contributory insurance with the insurance required hereunder. All required insurance policies shall not contain any provisions prohibiting waivers of ·ogation. None of the above insurance coverage shall be cancelable except upon thirty (30) days prior written notice to the Company and to all other insured ies, and Supplier shall provide Company with a copy of any such cancellation notice immediately after Supplier's receipt of it. Supplier shall include Company as ıdditional insured on all liability insurance. If Supplier is subject to any no fault insurance requirements, it shall adhere to all applicable laws and regulations aining to such no fault insurance. In addition to the provisions of Section 19 above, in the event of a lawsuit or claim by an employee of Supplier or of any of its contractors against Company, or any of Company's agents, officers, directors, or employees for any injury (including, but not limited to death) or disease arising of, related to, or claimed to have risen out of, or to have been related to the employee's employment in the performance of the Contract, Supplier, on behalf of lf and its Workers' Compensation carrier, hereby transfers and assigns to Company and shall cause each of its subcontractors to transfer and assign to npany any and all liens or subrogation rights that it or their insurers may have for Workers' Compensation benefits paid to the employee. On Company's request, ɔplier shall provide certificates of insurance and renewals evidencing insurance.

TERMINATION, SUSPENSION OR DELAY.

mpany shall have the right at any time to terminate, suspend, or delay the Contract in whole or in part by prior written notice to Supplier. Immediately after receipt such notice, Supplier shall stop all performance hereunder except as may otherwise be directed by Company. In the case of termination of the Contract, Supplier all then transfer to Company, in accordance with Company's directions, and whether located on the job site, in a vendor's or manufacturer's facility or elsewhere, materials and all information accumulated, specifically prepared or acquired by Supplier for use in relation to the design, development, manufacture, assembly, ipment, installation, operation, maintenance or repair of the Items and all supplies, shop drawings, work in process, equipment, machinery or parts prepared, quired or used by the Supplier in connection with such Items and for which the Supplier is to be reimbursed hereunder, and all working drawings, sketches, ecifications, and other information accumulated, prepared or acquired by Supplier with respect to such Items. The Supplier shall, if directed by the Company and the extent stated in the notice of termination, suspension or delay, make all efforts necessary to preserve the work in progress and to protect the Items whether ll at Supplier's manufacturing facilities or in transit to Company's facilities. If Supplier is not then in default in the performance of any of its obligations hereunder, ıd if Supplier has taken reasonable steps to mitigate its damages resulting from such termination. Company shall pay to Supplier, as Supplier's sole and exclusive medy for termination under this Section 21, to the extent not already paid to Supplier an amount equal to: (a) reasonable and documented costs incurred by ıpplier in accordance with the Contract prior to Suppliers' receipt of notice of termination, plus, (b) the reasonable and documented costs and charges incurred by ıpplier in winding up its activities under the Contract prior to the effective termination date, provided, however, that the amounts listed in (a) and (b) of this Section l plus prior payments to Supplier shall in no event exceed the Contract Price. If the suspension or delay is not followed by a termination of the Contract, Company ıall have no obligation or make any payments to Supplier after the effective date of the suspension or delay other than, to the extent not already paid to Supplier, ıupplier's reasonable and documented costs incurred in accordance with the Contract prior to such effective date which are not reduced or eliminated by ppropriate mitigative action by Supplier. Before Company resumes performance under the Contract following such suspension or delay, Supplier and Company ıall negotiate in good faith on the adjustments, if any, which may be required in payments to Supplier or in the Contract Price to avoid inequities either to Supplier r Company.

2. DEFAULT.

' the Supplier: (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general ıssignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to ɔmply with any of its material obligations under the Contract, the Company may, in addition to its rights under Section 13 above, at its option either cure the default ıt Supplier's expense or terminate the Contract after first giving Supplier three (3) days written notice to cure such default. Immediately after such termination, Company may; (i) take possession of the Items wherever they may be located and in whatever state of completion they may be together with all drawings and other nformation necessary to enable Company to have the Items completed, installed, operated, maintained and/or repaired; (ii) pay to Supplier any amount then due ınder the Contract after taking full credit for any offsets to which Company may be entitled; (iii) contract with or employ any other party or parties to finish the Items; ınd (iv) collect from the Supplier any additional expense, losses or damage which Company may suffer.

23. WORK ON PREMISES.

Before Supplier provides any services or work on Company's premises, Supplier will examine the premises and any specifications or other documents furnished in connection with the Items and satisfy itself as to the condition of the premises and site. No allowance shall be made in respect of any error as to any of the foregoing on the part of Supplier. Supplier shall at all times keep the premises free from accumulations of waste material or rubbish. At the completion of installation of the Items, Supplier shall leave the premises and the Items broom-clean.

24. SUPPLIER'S PERSONNEL/DRUGS, ALCOHOL, AND FIREARMS.

Supplier shall employ in the performance of the work only persons properly qualified for the same. Supplier shall at all times enforce strict discipline and good order among its employees and the employees of any sub-Supplier of any tier. Supplier shall not permit or suffer the introduction or use of any firearms, illegal drugs, or intoxicating liquor upon the work under this Contract, or upon any of the grounds occupied or controlled by Supplier. Supplier shall immediately remove from the work any person found to be in violation of the above restriction and such person shall not again be employed in the performance of the work herein without the express written consent of Company.

25. CRIMINAL BACKGROUND CHECK, IDENTITY VERIFICATION AND RELATED SCREENING.

If requested by the Company, the Supplier shall conduct, at Supplier's cost and expense, criminal background checks for the current and past countries of residence on all employees, agents, subcontractors or independent contractors and the employees, agents or representatives of subcontractors or independent contractors, that have electronic or physical access to work or Company site. At a minimum, a social security number verification and seven-year criminal background check, including felony or misdemeanor convictions involving: (a) violence to persons/property; (b) theft/fraud; (c) drug/alcohol; or (d) traffic/other are required. Employment history, education verification, and professional certifications may also be required by the Company. All background checks will be conducted in accordance with federal, state, provincial, and local laws, and subject to existing collective bargaining unit agreements or other agreements, if any. Supplier shall not allow persons who have not met the Company's criteria to perform work, unless Supplier has received assent from Company. Supplier shall supply a certification that meets Company's criteria for each Supplier employee, agent or representative and for employees, agents or representatives of any subcontractor or independent contractor employed by Supplier. Supplier shall ensure that employees, agents, subcontractors or independent contractors and the employees of subcontractors or independent contractors sign an appropriate authorization form prior to criminal background checks being conducted, acknowledging the background check is being conducted and authorizing the information obtained to be provided to Company.

Supplier shall have and ensure compliance with a substance abuse/drug and alcohol policy that complies with all applicable federal, state and/or local statutes or regulations. In addition, if requested by Company, Supplier shall ensure a drug test, at Supplier's cost and expense, for all employees, agents, subcontractors or independent contractors and the employees, agents or representatives of subcontractors or independent contractors, that have electronic or physical access to work or Company site has been completed prior to assignment at Company. Such drug test shall be a five (5) Panel Drug Test, which should be recognizable at testing labs as a "SamHSA5 panel at 50NG - THC cut-off".

Certification of assigned worker compliance with the criminal background check and the drug test shall be submitted to Company as described in the Company Criteria form. For any assigned worker who has had a recent background check or drug test, then "recent" shall be defined as less than six (6) months prior to the assignment date. Such recent background check or drug test shall be documented per the previous paragraph. Supplier shall ensure Department of Transportation compliance, including but not limited to valid drivers license, equipment inspections, hours of service and all appropriate documentation for any assigned worker who may drive while on assignment to Company. Supplier warrants that Supplier, its employees, agents, Subcontractors or independent contractors and the employees of Subcontractors or independent contractors have met the Company's criteria or received assent from the Company and are in compliance with Supplier's substance abuse/drug and alcohol policy. It is understood and agreed that Company may review Supplier's policies, background checks and related documentation upon request, subject to applicable federal, state and/or local statutes or regulations. Company may also request that Supplier provide an ongoing and updated list of persons that have been denied access to Company work or site.

26. BUSINESS ETHICS.

Supplier, its employees, agents, representatives and Subcontractors shall at all times maintain the highest ethical standards and avoid conflicts of interest in the conduct of work for the Company.

27. INDEPENDENT CONTRACTOR.

Supplier is acting as an independent contractor, and the manner and means of conducting the work which is a part of the Items will be under Supplier's sole control subject to compliance with all of the terms of the Contract and to the continuing right of inspection by Company's representatives. Supplier shall fully comply with all applicable employer and liability laws and Worker's Compensation acts of each state or political subdivision in which the Items are to be constructed or located.

28. NON-WAIVER. The failure of Company to insist upon strict performance of any of the provision of the Contract or to exercise any rights or remedies provided thereunder, or Company's delay in the exercise of any such rights or remedies, shall not release Supplier from any of its responsibilities or obligations imposed by law or by this Purchase Order and shall not be deemed a waiver of any right of Company to insist upon strict performance of this Contract.

29. ASSIGNMENT.

Supplier may not assign the Contract or any right thereunder without the prior written consent of Company and any assignment without such consent shall be void. Company may assign the Contract to any of its parent, divisions, affiliates, or subsidiary companies that agree to be bound by the terms and conditions, and applicable appendices or exhibits set forth herein.

30. ENTIRE AGREEMENT.

The Contract sets forth the entire agreement between Supplier and Company on the subjects covered herein. No terms, conditions, understanding or agreement purporting to modify or vary the terms of the Contract shall be binding unless made in writing and acknowledged by Supplier and Company. Any terms and conditions any other purchase order, release order, acknowledgment, invoice or other form issued by Supplier which conflicts in any way with the terms and conditions of this Contract are superseded by this Contract.

31. SEVERABILITY.

In the event that any words, phrase, clause, sentence or other provision of the Contract shall violate any applicable statute, ordinance or rule of law in any jurisdiction in which it is used, such provision shall be ineffective to the extent of such violation without invalidating any other provision of the Contract.

GOVERNING LAW.

ept where Company's job site is located in a state other than the State where the goods are received and its laws with respect to mechanics liens, workers' pensation and other employer-employee relations matters and/or local taxation otherwise require, the Contract and all the performance thereunder shall be erned by and construed in accordance with the laws of the State where the goods are received. The parties agree that the United Nations Convention on tracts for the International sale of goods shall not apply to this Contract. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES RETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS EN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

FORUM.

local, state and federal courts having jurisdiction over the location where the Items are to be used by Company shall have exclusive jurisdiction over all litigation ated to the Contract.

ALLOCATION.

he event of a partial failure of Supplier's sources of supply, Supplier will first meet all of Company's requirements hereunder prior to any allocation among other stomers.

. APPLICATION FOR SERVICES.

ese standard terms and conditions shall apply to the provision of all goods and the performance of all services included in or contemplated by this Purchase der. However, in the event that any term or condition of this Purchase Order cannot reasonably be applied to the performance of any service included in or ntemplated by this Purchase Order, such term or condition shall be deemed inapplicable thereto.