



DRAFT EQUIPMENT SUPPLY AGREEMENT

ENERGY EXPRESS PROJECT

Appendix A

Solicitation	7SPC RFP 2026 09 01
Procurement	Battery Energy Storage Equipment and 20-Year LTSA
Release	September 1, 2026
Proposal due	October 30, 2026 at 11:59 PM Eastern Time
Parties	Seven States Power Corporation and [Selectee legal name]
Status	Draft for RFP purposes; subject to final negotiation, USDA approval, and execution

DRAFT STATUS: This Appendix A is provided for Bidder review as part of the RFP and does not constitute an award, executed agreement, or binding commitment by Seven States. The final Agreement remains subject to conditional selection, required compliance review, USDA approval, negotiation, and execution. For proposal preparation and evaluation, the mandatory requirements of the RFP control unless Seven States expressly states otherwise in a written addendum. The executed Agreement will control after execution.

REVIEW REQUIREMENT: Each Bidder shall identify all requested exceptions or revisions to this Appendix A in the designated contract exceptions section of the Bidder Response Forms and provide proposed replacement language. Do not submit a marked-up copy of Appendix A unless requested by Seven States.

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PURCHASE ORDER FOR BATTERY ENERGY STORAGE SYSTEMS

EQUIPMENT AND RELATED SERVICES

This Purchase Order for Battery Energy Storage Systems Equipment and Related Services, including all exhibits, schedules, specifications, drawings, and change orders incorporated herein (this “Purchase Order”), is issued as of [EFFECTIVE DATE] by [BUYER LEGAL NAME], a [BUYER ENTITY TYPE] (“Buyer”), to [SUPPLIER LEGAL NAME], a [SUPPLIER ENTITY TYPE] (“Supplier”). Buyer and Supplier may be referred to individually as a “Party” and collectively as the “Parties.”

Article 1 — Purchase Order Information

I. Project. The equipment, documentation, software, firmware, and services covered by this Purchase Order are for the Energy Express Project comprised of battery energy storage system(s) located at 18 individual project locations totaling 220MW/880MWh (collectively, the “Project Sites”).

II. Purchase Order Number. [PURCHASE ORDER NUMBER].

III. Contract Documents. This Purchase Order consists of the following documents, each of which is incorporated by reference:

A. Exhibit A. Equipment Scope and Technical Specifications.

B. Exhibit B. Pricing, Payment Milestones, and Invoicing Requirements.

C. Exhibit C. Delivery Schedule and Shipping Instructions.

D. Exhibit D. Acceptance, Testing, and Commissioning Requirements.

E. Exhibit E. Documentation Requirements.

F. Exhibit F. Cybersecurity, Software, Firmware, and Remote Access Requirements.

G. Exhibit G. Insurance Requirements.

H. Exhibit H. Project-Specific Safety, Site, and Compliance Requirements and Peak Event Capacity Payment Credit.

I. Exhibit I. Approved Spare Parts, Consumables, and Special Tools.

IV. Order of Precedence. In the event of any conflict among the Contract Documents, the following order of precedence applies: first, any mutually executed change order; second, the body of this Purchase Order; third,

Exhibit A; fourth, Exhibit D; fifth, Exhibit F; sixth, Exhibit C; seventh, Exhibit B; and thereafter the remaining exhibits in the order listed above, unless the conflicting document expressly states that it supersedes a specifically identified provision of a higher-precedence document.

Article 2 — Definitions

- I. Acceptance.** “Acceptance” means Buyer’s written confirmation that the Equipment, Documentation, Software, and applicable Services have satisfied the acceptance criteria set forth in this Purchase Order and Exhibit D, excluding any Punch List Items accepted for later correction.
- II. Battery Energy Storage System or BESS.** “Battery Energy Storage System” or “BESS” means the integrated battery energy storage equipment, components, controls, software, firmware, documentation, and related items to be furnished under this Purchase Order, including lithium iron phosphate battery modules, racks, containers or enclosures, battery management systems, thermal management systems, fire detection and suppression interfaces, inverters or power conversion systems if included, energy management interfaces, transformers if included, switchgear if included, auxiliary systems, communications equipment, protective devices, and all other items identified in Exhibit A.
- III. Change Order.** “Change Order” means a written amendment to this Purchase Order signed by authorized representatives of both Parties modifying the Equipment, Services, Documentation, Price, Delivery Schedule, technical requirements, or other terms.
- IV. Documentation.** “Documentation” means all manuals, certificates, test reports, drawings, calculations, bills of materials, shipping documents, safety data sheets, compliance documents, software and firmware documentation, commissioning procedures, maintenance instructions, warranty procedures, recommended spare parts lists, as-built information, and other documentation required by this Purchase Order.
- V. Equipment.** “Equipment” means the BESS and all other goods, materials, components, parts, accessories, special tools, spare parts, and physical deliverables to be supplied by Supplier under this Purchase Order.
- VI. Price.** “Price” means the total purchase price of [PURCHASE PRICE] in US Dollars, as adjusted only by duly executed Change Orders.
- VII. Services.** “Services” means the engineering support, documentation support, delivery coordination, installation advisory support, commissioning support, training, warranty support, software or firmware support, and other services identified in this Purchase Order or the exhibits.
- VIII. Substantial Delivery.** “Substantial Delivery” means delivery to the delivery point specified in Exhibit C of all major Equipment necessary to proceed with installation, excluding only immaterial shortages or Punch List Items that do not prevent installation, testing, commissioning, or safe operation.

Article 3 — Scope of Supply

- I. Equipment Supply.** Supplier shall sell, furnish, package, load, ship, and deliver the Equipment in accordance with this Purchase Order, including the system capacity, configuration, performance characteristics, and technical specifications set forth in Exhibit A.
- II. BESS Specifications.** The BESS shall conform to the following minimum project-specific requirements, as further specified in Exhibit A:
- A. Rated Power.** 220MW (see below)
 - B. Usable Energy Capacity.** 880MWh (see below)
 - C. Duration.** 4 hour system.
 - D. Battery Chemistry.** Lithium iron phosphate (or alternative chemistry satisfying the same compliance, safety, certification, performance, domestic content, prohibited foreign entity, warranty, service, and operating requirements and clearly identifying additional fire, setback, ventilation, or permitting constraints).
 - E. Operating Voltage and Interconnection.**

Site	Utility	MW	MWh	Primary Voltage	Connection	Grounding
1	MLGW	20	80	23 kV	Wye	Solidly grounded
2	MLGW	15	60	23 kV	Wye	Solidly grounded
3	MLGW	10	40	23 kV	Wye	Solidly grounded
4	MLGW	10	40	23 kV	Wye	Solidly grounded
5	MLGW	15	60	23 kV	Wye	Solidly grounded
6	MLGW	10	40	23 kV	Wye	Solidly grounded
7	MLGW	20	80	23 kV	Wye	Solidly grounded
8	NES	12	48	23.9 kV	Wye	Solidly grounded
9	NES	8	32	23.9 kV	Wye	Solidly grounded
10	NES	12	48	23.9 kV	Wye	Solidly grounded
11	NES	12	48	23.9 kV	Wye	Solidly grounded
12	NES	8	32	23.9 kV	Wye	Solidly grounded
13	NES	20	80	23.9 kV	Wye	Solidly grounded
14	NES	8	32	23.9 kV	Wye	Solidly grounded
15	NES	12	48	23.9 kV	Wye	Solidly grounded
16	NES	8	32	23.9 kV	Wye	Solidly grounded
17	BrightRidge	10	40	13.2 kV	Wye	Solidly grounded
18	BrightRidge	10	40	13.2 kV	Wye	Solidly grounded

- F. Design Life.** Twenty (20) years
- G. Cycles and Degradation.** ~250 cycles per year, no greater than 1.5% degradation annually
- H. Round-Trip Efficiency.** No less than eighty-five (85%) per year for twenty year operational period
- I. Ambient Conditions.** [AMBIENT TEMPERATURE, HUMIDITY, ALTITUDE, SEISMIC, WIND, CORROSION, AND OTHER SITE CONDITIONS].
- J. Codes and Standards.** [APPLICABLE CODES, STANDARDS, UTILITY REQUIREMENTS, INTERCONNECTION REQUIREMENTS, AND AUTHORITY-HAVING-JURISDICTION REQUIREMENTS].
- K. Communications and Controls.** DNP3, Modbus TCP, and requirements set forth in Exhibit F.
- L. Safety Systems.** Final safety package, emergency response plan, first responder training, signage, acoustic compliance, and requirements set forth in Exhibit H.
- III. Related Services.** Supplier shall provide the Services set forth in the exhibits, including remote or on-site commissioning support, technical support during installation, training, troubleshooting support, and warranty administration.
- IV. Documentation.** Supplier shall provide complete Documentation in accordance with Exhibit E, in editable and final formats reasonably required by Buyer, and in the language of Solicitation # 7SPC RFP 2026 09 01 issued by Seven States Power Corporation.
- V. No Substitutions.** Supplier shall not substitute any battery cell, module, inverter, control system, firmware version, safety component, enclosure, or other material component without Buyer's prior written approval, which may be conditioned on Supplier demonstrating equivalency or superiority in performance, safety, reliability, maintainability, certifications, and warranty coverage.

Article 4 — Price, Taxes, and Payment

- I. Price.** Buyer shall pay Supplier the Price in accordance with the payment milestones set forth in Exhibit B, subject to Supplier's full compliance with this Purchase Order.
- II. Taxes.** The Price includes applicable sales, use, value-added, goods and services, import, customs, excise, and similar taxes. Supplier shall separately state all applicable taxes on its invoices and shall cooperate with Buyer to apply any available exemption, direct-pay permit, resale certificate, project exemption, or other lawful tax treatment.
- III. Invoices.** Supplier shall submit invoices to [INVOICE SUBMISSION ADDRESS OR PORTAL] and shall include the Purchase Order number,

milestone description, supporting documentation, tax details, shipment references, and any other information reasonably required by Buyer.

- IV. Payment Terms.** Buyer shall pay undisputed amounts within sixty (60) days after Buyer's receipt of a proper invoice and all required supporting documentation. Buyer may withhold disputed amounts in good faith and shall pay any resolved undisputed balance within sixty (60) days after resolution.
- V. Setoff.** Buyer may set off against amounts owed to Supplier any liquidated, undisputed, or finally determined amounts owed by Supplier to Buyer under this Purchase Order.

Article 5 — Delivery, Packing, Title, and Risk of Loss

- I. Delivery Schedule.** Supplier shall deliver the Equipment and Documentation in accordance with Exhibit C. Time is of the essence with respect to Supplier's delivery, documentation, testing, and commissioning-support obligations.
- II. Delivery Terms.** Delivery shall be DDP PROJECT SITE. Supplier shall comply with Buyer's site access, scheduling, routing, unloading, storage, and security requirements.
- III. Packing and Preservation.** Supplier shall pack, brace, preserve, label, and ship the Equipment in a manner suitable for lithium battery systems, long-distance transport, storage, environmental exposure, lifting, handling, and delivery to the Project Site without damage or degradation. Supplier shall provide unloading representative (as price option), lifting plans, center-of-gravity information, storage limits, handling instructions, and environmental restrictions before shipment.
- IV. Notice of Shipment.** Supplier shall provide Buyer at least ten (10) days prior written notice before each shipment, together with packing lists, bills of lading, hazardous materials transport documents, safety data sheets, serial numbers, factory test certificates, and any import or customs documentation required for the shipment. Buyer may move the site delivery date up to ninety (90) days without price adjustment.
- V. Title.** Title to each item of Equipment shall pass to Buyer upon the earlier of Buyer's payment for that item or delivery to the delivery point specified in Exhibit C, free and clear of all liens, security interests, claims, and encumbrances, subject only to Buyer's rights of rejection and remedies under this Purchase Order.
- VI. Risk of Loss.** Risk of loss or damage shall pass to Buyer upon receipt at Project Site and acceptance of goods by Buyer or Buyer's contractor, except that Supplier remains responsible for loss, damage, degradation, latent transit damage, improper packing, nonconforming shipment, and defects attributable to acts or omissions occurring before Acceptance.
- VII. Storage.** If Buyer requests longer than sixty (60) days after original delivery date, subject to Section IV above, for delayed delivery or storage, the Parties shall enter into a Change Order addressing storage location, environmental

controls, insurance, risk allocation, storage fees, inspection rights, warranty commencement impact, and revised delivery dates.

Article 6 — Inspection, Testing, Acceptance, and Commissioning

- I. Factory Testing.** Supplier shall perform factory inspection and testing in accordance with Exhibit D and shall provide complete test procedures, witness points, hold points, and test reports. Buyer and its representatives may witness factory testing upon forty-five (45) day prior notice.
- II. Delivery Inspection.** Buyer may inspect the Equipment upon delivery for visible damage, shortages, nonconformity, shipping damage, documentation deficiencies, and packaging deficiencies. Buyer's inspection or failure to inspect upon delivery does not constitute Acceptance or waive any rights or remedies.
- III. Site Testing and Commissioning Support.** Supplier shall provide commissioning support in accordance with Exhibit D, including remote and on-site support by qualified personnel for [NUMBER] days or such other period specified in Exhibit D. Supplier shall support verification of installation readiness, pre-energization checks, communications checks, functional testing, performance testing, safety-system validation, and troubleshooting.
- IV. Acceptance Criteria.** Acceptance shall occur only when:
 - A.** the Equipment has been delivered without material damage or shortage;
 - B.** the Equipment, Software, firmware, Documentation, and Services conform to this Purchase Order;
 - C.** all required factory and site tests have been completed and passed;
 - D.** all required certificates, manuals, test reports, and final Documentation have been delivered;
 - E.** all material defects, deficiencies, and nonconformities have been corrected; and
 - F.** Buyer has issued written Acceptance.
- V. Punch List.** Buyer may accept the Equipment subject to a written punch list of minor items that do not impair safety, operation, performance, compliance, maintainability, warranty rights, or commercial use ("Punch List Items"). Supplier shall correct Punch List Items within thirty (30) days.
- VI. Rejection and Correction.** If any Equipment, Documentation, Software, firmware, or Service is defective or nonconforming, Buyer may reject it or require Supplier, at Supplier's cost and without adjustment to the Price or Delivery Schedule, to repair, replace, reperform, or otherwise correct the defect or nonconformity within fifteen (15) days.

Article 7 — Warranties

- I. General Warranty.** Supplier warrants that the Equipment, Documentation, Software, firmware, and Services shall:
- A. be new, unused, merchantable, and free from defects in design, materials, workmanship, manufacture, title, and liens;
 - B. conform to this Purchase Order, the exhibits, approved drawings, Documentation, samples, and Supplier's published specifications;
 - C. be fit for the purposes described in this Purchase Order and made known to Supplier;
 - D. comply with applicable safety, electrical, environmental, transport, cybersecurity, and regulatory requirements;
 - E. be capable of safe and reliable operation under the Project Site conditions stated in Exhibit A; and
 - F. not infringe, misappropriate, or otherwise violate any third-party intellectual property right.
- II. Performance Warranty.** Supplier warrants that the BESS shall satisfy the capacity, power, efficiency, availability, degradation, response-time, and other performance guarantees set forth in Exhibit A and Exhibit D for the applicable warranty period.
- III. Warranty Period.** Unless a longer period is stated in Exhibit A, Supplier's warranty shall continue for twenty (20) years after Acceptance. Repaired, replaced, or reperformed items shall be warranted for the original warranty period.
- IV. Warranty Remedies.** If a warranty breach occurs, Supplier shall, at Buyer's election and Supplier's cost, promptly repair, replace, reperform, modify, or refund the affected Equipment, Software, firmware, Documentation, or Services, and shall bear all related costs, including diagnostics, labor, materials, shipping, removal, reinstallation, retesting, recommissioning, travel, and access costs. The supplier shall provide a corrective action plan within ten business days after confirmed failure, begin corrective work promptly, and restore compliance within thirty (30) days unless Buyer approves a longer period for a documented long lead item. If the Supplier cannot restore compliance, it shall replace the affected equipment or BESS with a compliant system capable of meeting the remaining warranty guarantees. The warranty for repaired, replaced, or augmented equipment shall continue through the original 20-year site term and shall not restart or shorten the portfolio obligation.
- V. Epidemic Defects.** If substantially similar defects occur in fifteen (15%) percent or greater of the same or similar components, Supplier shall promptly investigate, report root cause, provide corrective action, and implement fleet-wide remedies for all affected and potentially affected Equipment supplied under this Purchase Order.
- VI. No Waiver.** Buyer's review, approval, inspection, testing, payment, use, or Acceptance does not limit Supplier's warranties or waive any defect, nonconformity, or remedy.

Article 8 — Safety, Regulatory Compliance, and Hazardous Materials

- I. Compliance with Laws and Requirements.** Supplier shall comply with all laws, regulations, ordinances, codes, standards, utility requirements, interconnection requirements, permit conditions, and authority-having-jurisdiction requirements applicable to the design, manufacture, labeling, packaging, transport, delivery, installation support, commissioning support, operation, maintenance, and disposal or recycling support of the Equipment.
- II. Lithium Battery and Hazardous Materials Transport.** Supplier shall classify, package, mark, label, document, handle, and transport lithium batteries, hazardous materials, dangerous goods, and regulated components in compliance with applicable transport and safety requirements. Supplier shall provide all required transport documents, emergency response information, safety data sheets, battery test summaries, shipping classifications, and carrier instructions before shipment.
- III. Safety Information.** Supplier shall provide complete safety information for the BESS, including hazards, emergency procedures, shutdown procedures, firefighting considerations, thermal runaway mitigation guidance, ventilation requirements, isolation procedures, personal protective equipment requirements, storage limitations, damaged-battery handling instructions, and disposal or recycling recommendations.
- IV. Incident Reporting.** Supplier shall notify Buyer promptly, and in any event within twenty-four (24) hours, after Supplier becomes aware of any safety incident, recall, field action, regulatory notice, transport incident, cybersecurity incident affecting safe operation, fire event, thermal event, battery defect trend, or other condition that may affect the Equipment or substantially similar equipment.
- V. Permits.** Unless otherwise stated in Exhibit H, Buyer is responsible for Project Site permits, and Supplier is responsible for permits, registrations, approvals, certifications, and licenses required for Supplier's design, manufacture, export, import, shipment, and performance of Services.

Article 9 — Software, Firmware, Data, and Cybersecurity

- I. Software and Firmware License.** To the extent the Equipment includes Software or firmware, Supplier grants Buyer a perpetual, irrevocable, worldwide, nonexclusive, fully paid license to use, execute, access, copy for backup and disaster recovery purposes, and permit Buyer's contractors, operators, lenders, insurers, and advisors to use the Software and firmware solely for the installation, testing, commissioning, operation, maintenance, repair, monitoring, optimization, and ownership of the Equipment and Project.
- II. Updates and Controls.** Supplier shall not install, push, disable, remove, modify, or update Software or firmware after delivery without Buyer's prior written approval, except for emergency security patches necessary to prevent

imminent harm, provided Supplier gives Buyer prompt notice and reasonably minimizes operational disruption.

- III. Remote Access.** Supplier shall not access the Equipment remotely unless authorized in writing by Buyer and only in accordance with Exhibit F. Any remote access must be logged, limited to authorized personnel, secured by appropriate authentication, and capable of being disabled by Buyer.
- IV. Cybersecurity.** Supplier shall comply with the cybersecurity requirements in Exhibit F, including NIST CSF 2.0, NIST SP 800-82 Rev. 3, vulnerability management, access controls, incident reporting, secure configuration, logging, malware prevention, credential management, and secure update procedures.
- V. Data.** Operational data generated by the Equipment at the Project Site shall be owned by Buyer. Supplier may use such data only to perform its obligations under this Purchase Order, provide warranty support, or as otherwise authorized in writing by Buyer, subject to confidentiality, cybersecurity, and data-handling obligations.

Article 10 — Spare Parts, Tools, and Support

- I. Spare Parts.** Supplier shall provide the spare parts, consumables, and special tools identified in Exhibit I. Supplier shall also provide a recommended spare parts list for [RECOMMENDED SPARE PARTS PERIOD] of operation.
- II. Availability.** Supplier shall make replacement parts and technical support available for at least [SUPPORT PERIOD] after Acceptance. If Supplier intends to discontinue any material part, Supplier shall provide Buyer at least [DISCONTINUATION NOTICE PERIOD] prior notice and a reasonable opportunity to place a last-time buy order.
- III. Interchangeability.** Replacement parts shall be new, compatible, and of equal or better quality and performance than the original parts, and shall not adversely affect safety, certifications, warranties, performance guarantees, or maintainability.

Article 11 — Changes

- I. Buyer-Requested Changes.** Buyer may request changes to the Equipment, Services, Documentation, Delivery Schedule, or other requirements. Supplier shall promptly provide a written proposal stating any impact on Price, schedule, performance, warranty, and other affected terms.
- II. No Unauthorized Changes.** Supplier shall not implement any change unless authorized by a Change Order. Supplier is not entitled to additional compensation, schedule relief, or other adjustment for any change performed without a Change Order.
- III. Supplier-Requested Changes.** Supplier shall promptly notify Buyer of any proposed or required change arising from supply chain issues, obsolescence, regulatory changes, design changes, corrective actions, safety notices, or

other circumstances. Buyer may approve, reject, or condition any such change in its discretion.

Article 12 — Remedies

- I. Cumulative Remedies.** Buyer's rights and remedies under this Purchase Order are cumulative and in addition to all rights and remedies available at law, in equity, or under any other Contract Document.
- II. Cover and Self-Help.** If Supplier fails to deliver, correct, repair, replace, reperform, or otherwise satisfy its obligations within the applicable period, Buyer may, after notice to Supplier where practicable, obtain substitute goods or services or perform corrective work by itself or through others, and Supplier shall reimburse Buyer for reasonable excess costs and related damages.
- III. Delay Remedies.** If Supplier fails to meet any delivery, documentation, testing, or commissioning-support milestone, Supplier shall be liable for the delay remedies, if any, set forth in Exhibit B or Exhibit C. Any liquidated damages stated in the exhibits are intended as a reasonable estimate of damages that would be difficult to ascertain, and not as a penalty.
- IV. Specific Performance.** Supplier acknowledges that certain obligations, including delivery of unique Equipment, Documentation, Software access, firmware support, safety information, and confidentiality obligations, may be specifically enforceable.

Article 13 — Indemnity

- I. Supplier Indemnity.** Supplier shall defend, indemnify, and hold harmless Buyer, its affiliates, and their respective directors, officers, employees, agents, representatives, contractors, lenders, insurers, successors, and assigns from and against all claims, damages, losses, liabilities, penalties, fines, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to:
 - A.** bodily injury, death, or damage to tangible property caused by Supplier or its subcontractors;
 - B.** defects, nonconformities, recalls, safety incidents, or warranty breaches involving the Equipment, Software, firmware, Documentation, or Services;
 - C.** Supplier's breach of this Purchase Order;
 - D.** Supplier's violation of applicable law or regulatory requirements;
 - E.** liens, encumbrances, or claims of nonpayment asserted by Supplier's subcontractors or suppliers;
 - F.** transport, handling, classification, packaging, labeling, documentation, release, spill, fire, thermal event, or disposal issue involving lithium batteries, hazardous materials, or dangerous goods to the extent arising from Supplier's acts or omissions; and

G. any claim that the Equipment, Software, firmware, Documentation, or Services infringe, misappropriate, or otherwise violate a third-party intellectual property right.

II. IP Remedies. If any item is alleged or determined to infringe, Supplier shall, at its cost and Buyer's option, procure the right for Buyer to continue using the item, replace it with a non-infringing equivalent, modify it so it becomes non-infringing without reducing functionality or performance, or refund the affected portion of the Price and compensate Buyer for reasonable replacement costs.

III. Procedure. Buyer shall give Supplier reasonably prompt notice of any indemnified claim, permit Supplier to control the defense with counsel reasonably acceptable to Buyer, and reasonably cooperate at Supplier's expense. Supplier shall not settle any claim in a manner that imposes liability, admission, operational restriction, payment obligation, or non-monetary obligation on Buyer without Buyer's prior written consent.

Article 14 — Insurance

I. Coverage. Supplier shall maintain the insurance coverages, limits, deductibles, endorsements, and evidence requirements set forth in Exhibit G, including commercial general liability, automobile liability, workers' compensation, employer's liability, cargo or transit coverage, technology errors and omissions or professional liability if applicable, cyber liability if applicable, pollution and environmental liability, and umbrella or excess liability.

II. Evidence. Supplier shall provide certificates of insurance and required endorsements before shipment or performance of Services and upon Buyer's reasonable request.

III. No Limitation. Supplier's insurance obligations do not limit Supplier's liability or indemnity obligations under this Purchase Order.

Article 15 — Limitation of Liability

I. Exclusion of Certain Damages. Except for Excluded Claims, neither Party shall be liable to the other for consequential, incidental, indirect, special, exemplary, or punitive damages, including lost profits, lost revenues, or loss of business opportunity.

II. Liability Cap. Except for Excluded Claims, Supplier's aggregate liability under this Purchase Order shall not exceed [LIABILITY CAP].

III. Excluded Claims. "Excluded Claims" means claims arising out of or relating to Supplier's indemnity obligations, confidentiality breach, willful misconduct, gross negligence, fraud, intellectual property infringement, violation of law, liens, bodily injury, death, tangible property damage, cybersecurity incidents caused by Supplier's breach of Exhibit F, hazardous materials or lithium battery transport obligations, warranty remedies, recall

obligations, and amounts payable as liquidated damages or refund obligations.

Article 16 — Confidentiality

- I. Confidential Information.** “Confidential Information” means nonpublic technical, commercial, financial, operational, cybersecurity, pricing, design, project, and business information disclosed by or on behalf of one Party to the other in connection with this Purchase Order.
- II. Use and Protection.** Each Party shall use the other Party’s Confidential Information solely to perform or receive performance under this Purchase Order and shall protect it with at least the same degree of care it uses to protect its own confidential information of similar importance, but not less than reasonable care.
- III. Permitted Disclosures.** A receiving Party may disclose Confidential Information to its affiliates, employees, contractors, advisors, lenders, insurers, and representatives who need to know the information and are bound by confidentiality obligations at least as protective as this Article 16.
- IV. Exclusions.** Confidential Information does not include information that the receiving Party can demonstrate is publicly available without breach, already known without restriction, independently developed without use of the disclosing Party’s Confidential Information, or rightfully received from a third party without breach.
- V. Required Disclosure.** If disclosure is required by law, legal process, stock exchange requirement, financing requirement, or governmental authority, the receiving Party shall, to the extent legally permitted, provide prompt notice and cooperate in seeking confidential treatment.

Article 17 — Termination

- I. Termination for Cause.** Buyer may terminate this Purchase Order, in whole or in part, upon written notice if Supplier materially breaches this Purchase Order and fails to cure within [CURE PERIOD] after notice, or immediately if the breach is not capable of cure.
- II. Termination for Delay or Nonconformity.** Buyer may terminate this Purchase Order, in whole or in part, upon written notice if Supplier fails to meet a material delivery or performance milestone, delivers materially nonconforming Equipment, or fails to provide required Documentation or commissioning support within [TERMINATION DELAY PERIOD].
- III. Termination for Insolvency.** Buyer may terminate this Purchase Order upon written notice if Supplier becomes insolvent, makes an assignment for the benefit of creditors, becomes subject to bankruptcy or receivership proceedings, ceases doing business, or is unable to perform its obligations as they become due.

- IV. Termination for Convenience.** Buyer may terminate this Purchase Order, in whole or in part, for convenience upon thirty (30) day prior written notice. Supplier's sole compensation for convenience termination shall be the unpaid portion of the Price allocable to conforming Equipment delivered and accepted, plus reasonable, documented, non-cancellable costs incurred for work in process that cannot reasonably be mitigated, less the value of any materials retained by Supplier or usable for other customers. Supplier shall not be entitled to anticipated profit on terminated work.
- V. Effect of Termination.** Upon termination, Supplier shall stop work as directed, protect and preserve Buyer-owned property, deliver all completed or paid-for Equipment and Documentation, mitigate costs, and provide a final termination invoice with supporting documentation.
- VI. Survival.** Provisions that by their nature should survive shall survive, including title, payment obligations accrued before termination, warranties, remedies, indemnity, insurance, limitation of liability, confidentiality, software license rights, cybersecurity obligations, dispute resolution, governing law, notices, and miscellaneous provisions.

Article 18 — Force Majeure

- I. Excused Performance.** Neither Party is liable for delay or failure to perform to the extent caused by an event beyond its reasonable control, not reasonably foreseeable or avoidable, and not caused by its fault or negligence, including natural disaster, war, terrorism, riot, embargo, epidemic, governmental order, or widespread utility disruption.
- II. Exclusions.** Force majeure does not include general economic hardship, price increases, labor shortages, supply chain constraints, late performance by subcontractors or suppliers, or shortage of materials unless directly caused by an otherwise qualifying force majeure event and not reasonably avoidable through commercially reasonable mitigation.
- III. Notice and Mitigation.** The affected Party shall provide notice within fifteen (15) days, describe the event and expected impact, use commercially reasonable efforts to mitigate, and provide periodic updates.
- IV. Extended Force Majeure.** If a force majeure event delays Supplier's performance for more than 180 consecutive days, Buyer may terminate the affected portion of this Purchase Order. Buyer may terminate earlier if USDA funding, tax eligibility, or the portfolio schedule becomes unattainable. Buyer may terminate the affected portion of this Purchase Order without liability except for conforming Equipment delivered and accepted before termination.

Article 19 — Dispute Resolution, Governing Law, and Forum

- I. Good-Faith Escalation.** Before commencing formal proceedings, the Parties shall attempt in good faith to resolve any dispute through executive-level negotiations. Either Party may initiate escalation by written notice, and

authorized executives shall meet within [ESCALATION PERIOD] after notice.

- II. Forum.** Subject to Section I of this Article 19, any action arising out of or relating to this Purchase Order shall be brought in the state or federal courts located in Tennessee, and each Party irrevocably submits to the jurisdiction of such courts.
- III. Governing Law.** This Purchase Order and all disputes arising out of or relating to it shall be governed by the laws of Tennessee, without giving effect to conflict-of-law rules that would require application of another jurisdiction's laws.
- IV. Injunctive Relief.** Nothing in this Article 19 prevents either Party from seeking temporary, preliminary, or permanent injunctive relief to protect confidential information, intellectual property, cybersecurity, safety, or property rights.
- V. Jury Waiver.** Each Party knowingly, voluntarily, and irrevocably waives any right to trial by jury in any action arising out of or relating to this Purchase Order.

Article 20 — Notices

- I. Notice Requirements.** All notices under this Purchase Order must be in writing and delivered by personal delivery, recognized overnight courier, certified or registered mail, or email with confirmation of transmission to the addresses below, or to any updated address designated by notice.
- II. Buyer Notice Address.**
 - [BUYER LEGAL NAME]
 - [BUYER NOTICE ADDRESS]
 - Attention: [BUYER NOTICE CONTACT]
 - Email: [BUYER NOTICE EMAIL]
- III. Supplier Notice Address.**
 - [SUPPLIER LEGAL NAME]
 - [SUPPLIER NOTICE ADDRESS]
 - Attention: [SUPPLIER NOTICE CONTACT]
 - Email: [SUPPLIER NOTICE EMAIL]
- IV. Effectiveness.** Notices are effective upon receipt, except that email notices are effective upon confirmation of transmission if sent before 5:00 p.m. recipient's local time on a business day, and otherwise on the next business day.

Article 21 — Miscellaneous

- I. Independent Contractor.** Supplier is an independent contractor and has no authority to bind Buyer.
- II. Assignment.** Supplier may not assign, delegate, or subcontract any material obligation under this Purchase Order without Buyer's prior written consent. Buyer may assign this Purchase Order to an affiliate, project owner, lender, purchaser, or successor in connection with the Project or a financing, sale, or reorganization.
- III. Subcontractors.** Supplier is responsible for the acts and omissions of its subcontractors and suppliers as if they were Supplier's own acts and omissions.
- IV. Liens.** Supplier shall keep the Equipment and Project Site free from liens and claims arising through Supplier or its subcontractors or suppliers and shall promptly discharge any such lien or claim.
- V. Records and Audit.** Supplier shall maintain complete records supporting invoices, changes, tests, compliance, warranties, and transport obligations through all applicable tax limitation and recapture periods plus three years and shall provide reasonable access to such records upon Buyer's request. Event, alarm, fault, dispatch, configuration, firmware, access, maintenance, and warranty records remain accessible for 20 years. High resolution operational data remains online for at least seven years. Older data may be archived through year 20 if readily exportable in nonproprietary form.
- VI. Publicity.** Supplier shall not issue press releases, use Buyer's name, identify the Project, or disclose the existence or terms of this Purchase Order for publicity or marketing purposes without Buyer's prior written consent.
- VII. No Waiver.** A waiver is effective only if in writing and signed by the waiving Party. No waiver of any breach operates as a waiver of any other or subsequent breach.
- VIII. Severability.** If any provision is held invalid or unenforceable, the remaining provisions remain in effect, and the Parties shall replace the invalid or unenforceable provision with an enforceable provision that most nearly reflects the original intent.
- IX. Entire Agreement.** This Purchase Order constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous proposals, quotations, purchase terms, acknowledgments, negotiations, and communications concerning that subject matter.
- X. Supplier Forms Rejected.** Any terms in Supplier's quotation, proposal, acknowledgment, invoice, packing slip, portal, website, or other form are rejected and are not part of this Purchase Order unless expressly incorporated by a Change Order signed by Buyer.
- XI. Counterparts and Electronic Signatures.** This Purchase Order may be executed in counterparts and by electronic signature, each of which is deemed an original and all of which together constitute one instrument.

Article 22 — Exhibits

I. Exhibit A — Equipment Scope and Technical Specifications.

[INSERT DETAILED EQUIPMENT SCOPE, BESS CONFIGURATION, SINGLE-LINE INTERFACES, BATTERY CHEMISTRY, RATED POWER, USABLE ENERGY CAPACITY, DURATION, AUXILIARY LOADS, ENCLOSURE REQUIREMENTS, ENVIRONMENTAL CONDITIONS, SAFETY SYSTEMS, COMMUNICATION PROTOCOLS, CERTIFICATIONS, PERFORMANCE GUARANTEES, AND EXCLUSIONS.]

II. Exhibit B — Pricing, Payment Milestones, and Invoicing Requirements.

[INSERT PURCHASE PRICE, CURRENCY, TAX TREATMENT, MILESTONE PAYMENTS, RETAINAGE IF ANY, LIQUIDATED DAMAGES IF ANY, INVOICE REQUIREMENTS, PAYMENT TIMING, AND REQUIRED SUPPORTING DOCUMENTS.]

III. Exhibit C — Delivery Schedule and Shipping Instructions.

[INSERT MANUFACTURING MILESTONES, FACTORY TEST DATES, SHIPMENT DATES, REQUIRED DELIVERY DATES, DELIVERY POINT, DELIVERY TERM, ROUTING, PACKAGING, STORAGE, UNLOADING, SITE ACCESS, AND SHIPPING DOCUMENT REQUIREMENTS.]

IV. Exhibit D — Acceptance, Testing, and Commissioning Requirements.

[INSERT FACTORY ACCEPTANCE TESTS, SITE ACCEPTANCE TESTS, PERFORMANCE TESTS, COMMISSIONING SUPPORT SCOPE, WITNESS POINTS, HOLD POINTS, TEST PROCEDURES, TEST REPORTS, ACCEPTANCE CRITERIA, AND PUNCH LIST PROCESS.]

V. Exhibit E — Documentation Requirements.

[INSERT REQUIRED DRAWINGS, MANUALS, CERTIFICATES, SAFETY DATA SHEETS, BATTERY TEST SUMMARIES, COMPLIANCE DOCUMENTS, O&M MANUALS, SPARE PARTS LISTS, AS-BUILT DOCUMENTS, TRAINING MATERIALS, AND DOCUMENT DELIVERY DATES.]

VI. Exhibit F — Cybersecurity, Software, Firmware, and Remote Access Requirements.

[INSERT CYBERSECURITY REQUIREMENTS, ACCESS CONTROLS, PATCHING PROCESS, VULNERABILITY DISCLOSURE, INCIDENT NOTICE PERIOD, REMOTE ACCESS RULES, LOGGING, PASSWORD AND CREDENTIAL REQUIREMENTS, SOFTWARE LICENSE DETAILS, DATA OWNERSHIP, AND UPDATE APPROVAL REQUIREMENTS.]

VII. Exhibit G — Insurance Requirements.

[INSERT REQUIRED COVERAGES, LIMITS, DEDUCTIBLES, ADDITIONAL INSURED REQUIREMENTS, WAIVERS OF SUBROGATION, PRIMARY AND NONCONTRIBUTORY

LANGUAGE, CARGO COVERAGE, CYBER COVERAGE,
PROFESSIONAL LIABILITY IF APPLICABLE, AND CERTIFICATE
REQUIREMENTS.]

**VIII. Exhibit H — Project-Specific Safety, Site, and Compliance
Requirements, Peak Event Capacity Payment Credit.**

[INSERT SITE SAFETY RULES, PERMIT RESPONSIBILITIES,
UTILITY REQUIREMENTS, INTERCONNECTION REQUIREMENTS,
AUTHORITY-HAVING-JURISDICTION REQUIREMENTS, TRAINING
REQUIREMENTS, EMERGENCY RESPONSE REQUIREMENTS,
ENVIRONMENTAL CONDITIONS, PEAK EVENT CREDIT
MECHANISM.]

IX. Exhibit I — Approved Spare Parts, Consumables, and Special Tools.

[INSERT REQUIRED SPARE PARTS, CONSUMABLES, SPECIAL
TOOLS, RECOMMENDED INVENTORY LEVELS, PART NUMBERS,
PRICING, LEAD TIMES, AND AVAILABILITY PERIODS.]

Article 23 — Signatures

IN WITNESS WHEREOF, the Parties have executed this Purchase Order as of the
Effective Date.

BUYER:

[BUYER LEGAL NAME]

By: _____

Name: [BUYER SIGNATORY NAME]

Title: [BUYER SIGNATORY TITLE]

Date: [BUYER SIGNATURE DATE]

SUPPLIER:

[SUPPLIER LEGAL NAME]

By: _____

Name: [SUPPLIER SIGNATORY NAME]

Title: [SUPPLIER SIGNATORY TITLE]

Date: [SUPPLIER SIGNATURE DATE]