

NUCLEAR SUPPLEMENT

GENERAL TERMS AND CONDITIONS FOR PURCHASES THAT INCLUDE SERVICES

1. Additional Insurance by Supplier

Supplier must provide and maintain, until the Work is completed and accepted, and to require any approved subcontractor to furnish and maintain at all times during the course of the Work to be performed hereunder policies of insurance as follows:

- A. for services provided outside of the Protected Area, Umbrella Excess Liability
- \$1,000,000 Aggregate
- B. for services provided inside of the Radiation Controlled Area (RCA), Umbrella Excess Liability
- \$5,000,000 Aggregate

2. Insurance by Company

- A. Company shall obtain and maintain "financial protection" and an "indemnification agreement", for protection against liability for Nuclear Incidents (including master worker coverage), both in such form and amount as shall satisfy the requirements of Section 170 of the Atomic Energy Act of 1954, as amended. In the event that the nuclear liability protection contemplated by Section 170 of the Atomic Energy Act of 1954, as amended, is repealed, changed, or is not renewed, Company will use its best efforts to maintain in effect, to the extent available on commercially reasonable terms, liability protections through governmental indemnity, limitation of liability and/or insurance.
- B. "Nuclear Incident" means any occurrence that causes bodily injury, sickness, disease or death, or loss of or damage to property, or loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of source material, special nuclear material, or by-product material which is used in connection with the operation of the V. C. Summer Nuclear Station. "Source material", "special nuclear material", and "by-product material", as applicable to this Agreement shall have those meanings assigned by the Atomic Energy Act of 1954, as amended, 42 U.S.C. § 2011 et seq.
- C. Owner will obtain and maintain property insurance in a form and amount required by the Nuclear Regulatory Commission.

3. Property Damage and Nuclear Liability

- A. Notwithstanding the Indemnification clause in the General Terms and Conditions for Purchases that Include Services, neither Supplier nor its subcontractors, agents, or suppliers of any tier shall be liable to Company or its insurers for (1) any on-site property damage due to the nuclear energy hazard, and (2) losses or damages caused by reason of unavailability of the nuclear power station, or by reason of shutdowns of the station or other facilities or service interruptions (including loss of profits or revenue, inventory or use charges, cost of replacement power, cost of capital or claims by customers). To the extent Company or its insurers recover damages from a third party for damage due to the nuclear energy hazard to which the foregoing waivers apply, Company will indemnify Supplier and/or its subcontractors, agents, and suppliers against any liability which such third party recovers over from the Supplier and/or its subcontractors, agents and suppliers for such nuclear damage. "Nuclear energy hazard" shall mean radioactive, toxic, explosive or other hazardous properties of "source material", "special nuclear material", or "by-product material" as such terms are defined in the Atomic Energy Act of 1954, as amended. Company hereby waives any right of recovery against Supplier for damages due to the nuclear energy hazard, during the performance of the Work.
- B. As used in this Section, the term "on-Site property" means any property at the site of a nuclear facility as defined in the nuclear liability policy for the site for nuclear liability and indemnity purposes; the term "damage" means loss, damage or loss of use; the term "liable" or "liability" means liability of any kind at any time, whether in contract, tort (including negligence) or otherwise.

4. Additional Nuclear Requirements

- A. Supplier shall comply with all provisions of Title 10 Code of Federal Regulations Part 21. Defects or non-compliances reported to the Nuclear Regulatory Commission by the Supplier shall also be reported to Company's Manager - Nuclear Licensing.
- B. Section 210 of the Energy Reorganization Act of 1974 (42 USC 5851) prohibits any employer, including a Nuclear Regulatory Commission licensee, or a contractor, or a subcontractor, or an agent of a licensee, from discriminating against any employee with respect to his or her compensation, terms, conditions or privileges of employment because the employee assisted or participated, or is about to assist or participate, in any manner in any action to carry out the purposes of either the Energy Reorganization Act or the Atomic Energy Act of 1954. The Supplier shall abide by this law and require same of any subcontractor employed in the performance of this Contract.
- C. Supplier promptly shall report to Company any allegations by the Supplier's employees that they have been discriminated against for raising concerns about the quality of the Supplier's product or service provided to Company.

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- E. For Services performed at V. C. Summer Nuclear Station, Supplier and its employees shall comply with all of the Company's requirements for site access. .
- F. Should activities of the Supplier involve access to or knowledge of Company Safeguards Information, this information shall not be reproduced or disclosed by the Supplier or any of its agents or employees, unless prior written authorization is obtained from Company. This information will be protected in accordance with 10 CFR73.21 and any additional requirements of Company.