

WESTAR ENERGY, INC. PURCHASE ORDER -- GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to all Westar Energy, Inc. Purchase Orders:

1. Kansas Law Prevails. The provisions of this Purchase Order shall be governed by the laws of Kansas.
2. Entire Agreement. All terms and conditions, plans, specifications, and other documents attached hereto or incorporated by reference are made a part hereof. Any previous understandings, agreements or negotiations are hereby superseded. No change to any of the provisions of this Purchase Order shall be effected, unless communicated to the Seller via a Purchase Order Change.
3. Specifications. All materials, equipment, supplies, or services shall conform to Federal and State laws and regulations, and to the specifications contained in the Purchase Order.
4. Changes / Cancellation. This purchase order may be changed or amended only by written consent of the parties.
5. Delivery. Delivery shall be made in accordance with Westar specifications. Westar, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Seller's control and not due to Seller's negligence. Westar unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. Westar reserves the right to inspect and test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The Seller agrees to perform the work continuously and diligently, and no charges or claims for damages may be made by Seller for any delays or hindrance, from any cause whatsoever, during the progress of any portion of the work specified in this purchase order. Westar reserves the right to cancel all or any part of this purchase order if shipment is not made within the specified time. Westar shall not be charged for packing, crating, lumber, etc., unless arranged for at time of purchase.
6. Acceptance of Goods and/or Services. Materials listed in the purchase order shall be delivered to the point or points specified in this purchase order, prior to or on the date specified by Westar. Any material that is defective or fails to meet the terms of the specifications shall be rejected and replaced at Seller's expense.
7. Termination for Default. When Seller has not performed or has unsatisfactorily performed this purchase order, payment shall be withheld at the discretion of Westar. Failure of the Seller to fulfill its contractual obligations shall be considered just cause for termination of the purchase order, and the Seller is not entitled to recover any costs incurred by Seller up to the date of termination for default.
8. Termination for Convenience. Upon written notice to Seller, Westar may terminate this purchase order, in whole or in part, whenever Westar shall determine such termination is in the best interest of Westar. Westar shall pay all reasonable direct costs incurred by Seller up to the date of termination and all direct costs of Seller associated with termination by Westar for convenience. However, Seller will not be reimbursed for anticipatory profits or costs incurred after termination.
9. Conflicting Terms. The terms and conditions of this purchase order must be accepted without qualification. Any proposal for terms in addition to, or different from, those set forth in this purchase order (including these general terms and conditions), or any attempt by Seller to vary any terms of this purchase order (including these general terms and conditions) by Seller's acceptance, shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price, or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Seller without the additional or different terms. Seller understands and agrees that the terms and conditions of this purchase order may not be waived, and that Westar shall not be bound by any terms and conditions not appearing hereon. Shipment by Seller shall constitute its acceptance of these terms and conditions. These purchase order terms and conditions may be superseded only in the event of the existence of a written contract, separate from this document, between Westar and Seller.
10. Compensation. Seller shall be paid only for items or services that are specifically named in this purchase order. No additional costs for items or services will be paid by Westar without its prior express written consent.
11. Intellectual Property Rights. Any and all patents, copyrights or other intellectual property, developed, owned or licensed to Seller and utilized by Westar with regard to any materials, equipment, or services provided under this purchase order shall remain the sole property of Seller. All intellectual property developed for Westar by Seller under this purchase order shall be deemed work for hire and shall be owed sole and exclusively by Westar. Any copyrights in work created by Seller under this purchase order shall be automatically transferred and assigned to Westar. Seller warrants against unauthorized or unlawful use of Westar's intellectual property.
12. Indemnification Against Intellectual Property Infringement Claims. Seller agrees to defend, indemnify and save harmless Westar Energy, Inc., its directors, officers, employees, agents and representatives with respect to any claim, action, cost, or judgment, including attorneys' fees, for patent or copyright infringement arising out of Westar's purchase or use of materials, supplies, equipment, or services covered by this purchase order.
13. General Indemnification. Seller agrees to defend, indemnify and save harmless Westar Energy, Inc., its directors, officers, employees, agents and representatives with respect to any third party claim, action, cost, or judgment, including attorneys' fees, for personal injury or death or property damage arising from Seller's performance under this purchase order. Westar shall not assume any obligation to defend, indemnify and save harmless, or pay attorney's fees that may arise from or in any way be associated with performance or operation of this purchase order.

14. Retention of Records and Right to Audit. Seller shall retain and maintain all records and documents related to this purchase order for three (3) years after final payment by Westar hereunder or any applicable statute of limitations, whichever is longer, and upon request by Westar shall make them available for inspection and audit by Westar or its designated representative at all reasonable times.

15. Confidentiality. Except as reasonably required for performance under this purchase order, Seller, its employees, agents, representatives and subcontractors shall not disclose to third parties any trade secrets, pending patents, customer account and usage information, or other proprietary or confidential information belonging to Westar (or being developed by Seller for Westar) nor use such information in any way, directly or indirectly. If Seller is performing an activity that gives it access to or is associated with information in Westar customer utility accounts or shareholder services accounts, Seller must ensure the confidentiality and security of such information by having an Identity Theft Prevention Plan/Program (Program) and following it, and must permit Westar to review Seller's compliance with same. Seller shall refrain from making or causing to be made any public announcement, advertisement, news release, or marketing communication of any kind concerning this purchase order or Seller's business relationship with Westar, without first obtaining prior written permission of Westar and providing Westar the opportunity to review and modify, as it sees fit, the content of same.

If Seller is providing Westar with any of the services or products as described below, Seller agrees to comply with the Cyber Security Obligations, attached hereto and incorporated by reference herein:

- i. Cyber security obligations apply to any electronic device that is either (a) purchased by Westar as individual goods; (b) part of a more complex system; or (c) used as part of services rendered by the Seller; and will connect to any Company network or individual electronic device.
- ii. Cyber security obligations also apply to any situation where upgradable software, whether owned by or licensed to Westar or Seller, is used in conjunction with the acquisition by Westar of the Seller's goods or services. "Upgradable software" includes, but is not limited to: operating system software, application software, and programmable logic controller (PLC)-type device software.

16. Code of Business Conduct and Ethics Covenant. Seller and Westar acknowledge and agree that they are committed to the highest level of ethical conduct. Therefore, the parties promise they will conduct business in accordance with section 5, Conflict of Interest, section 8, Fair Dealing, and all other applicable provisions of Westar's Code of Business Conduct and Ethics, a copy of which may be viewed on Westar's internet web site at www.westarenergy.com, by clicking on Corporate Governance, or is available upon request. Seller hereby acknowledges and agrees that, (by accepting this purchase order), it has reviewed said Code. Seller's violation of this provision will be considered an event of default for which Westar shall have the right to terminate this purchase order.

17. Compliance with Laws. Seller, its subcontractors, and their respective employees, agents and representatives shall possess any and all permits or licenses required in order to be legally authorized to perform the work required under this purchase order, and shall comply with any and all federal, state or local statutes, regulations, ordinances, or codes applicable to persons performing the work and to the work to be performed under this purchase order, including but not limited to immigration laws. Seller and its subcontractors shall also comply with any other requirements of any authority having jurisdiction over such work. Materials, supplies, equipment or services provided under this purchase order shall comply with U.S. and State environmental protection laws, as well as U.S. and State occupational safety and health act standards.

18. Independent Contractor Status. In performing the work under this purchase order, Seller shall be an independent contractor and Seller is not the agent, partner or joint venturer of Westar, and the parties agree that this purchase order does not create an employee-employer relationship between Westar and Seller or any of Seller's officers, directors, employees, agents, representatives, subcontractors or any person over which Seller has control. Westar is not responsible for withholding and shall not withhold or deduct FICA or taxes of any kind from the compensation paid to Seller. Employees of Seller and its subcontractors are not entitled to and shall not receive any benefits or other compensation currently paid by Westar to its employees.

19. Westar Furnished Property. The Seller shall have a system to manage (control, use, preserve, protect, repair and maintain) Westar property in its possession. The system shall be adequate to satisfy the requirements of this clause. The Seller assumes the risk of, and shall be responsible for, any loss, damage, destruction, or theft of Westar property upon its delivery to the Seller. The Seller's responsibility extends from the initial acquisition and/or receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Westar property under the Seller's accountability, stewardship, possession or control, including its lower tier suppliers. The Seller shall not modify, cannibalize, or make alterations to Westar property unless this purchase order specifically identifies the modifications, alterations or improvements as work to be performed. The Seller shall include the requirements of this provision in all purchase orders, contracts, or subcontracts under which Westar property is acquired or furnished for performance.

FOR WORK OR SERVICES PROVIDED ON-SITE. If any of the work or services to be provided under this purchase order will occur at Westar-designated work sites or on Westar property, the following additional terms and conditions apply:

20. Safety. Seller, its employees and its subcontractors who perform work at Westar-designated sites shall meet or exceed all safety and health protection as required by Westar's policies. All of said workers, whether regularly involved in routine site operations or engaged in temporary projects such as construction or repair, must follow the safety and health policies of Westar, which policies shall be communicated by Westar to Seller, whether orally or in writing. Seller's employees or Seller's subcontractor employees shall be subject to removal from performing work under this purchase order for violation of Westar's safety or health policies.

21. Designated Supervisor On-Site. Seller shall furnish or designate at least one supervisor experienced in the type of work to be performed under this purchase order, who is a permanent member of Seller's organization, who shall be responsible for the supervision and oversight of work performed by Seller's

employees and subcontractors. The supervisor shall be fully authorized to act for Seller and to receive orders or notices from Westar which may be given for the proper performance of the work.

22. Bi-Lingual Requirement for Safety-Sensitive Jobs and Westar Sites. (If Applicable) Employees of Seller and Seller's subcontractors working in safety-sensitive jobs or sites must be able to, directly or through a bilingual supervisor or other employee of the Seller:

- Understand communications from Westar personnel given in English;
- Receive information from or contribute information to Westar personnel in English; and
- Be informed of and be subject to safety rules given in English.

If an individual employee of Seller or Seller's subcontractor is assigned to work in a safety-sensitive job or Westar site, and he or she is not English-proficient, then such worker will be permitted to perform services under this Contract ONLY IF a bi-lingual supervisor or other employee of the Seller is also working within close proximity, e.g., within line of sight and hearing distance, of the non-English-proficient employee, and will be readily available to translate for and communicate with the non-English-proficient employee. Nothing in this provision is intended to prohibit any personnel from freely communicating with each other in any non-English language.

23. Liability Insurance. Seller and its subcontractors (if any) shall procure and maintain liability insurance from an insurance company qualified to do business in Kansas. Such liability insurance shall be in form and amount satisfactory to Westar and shall be written with an insurance company carrying an AM Best Rating that is acceptable to Westar but in no event lower than an A rating. Each insurance policy required of Seller and subcontractors hereunder shall be endorsed as follows: (A) To name as additional insureds Westar, its directors, officers, and employees; (B) To include clauses providing that each underwriter shall waive all of its rights of recovery under subrogation or otherwise, against Westar, its officers, agents and employees; and (C) To provide that the insurance company shall provide written notice to Westar at least 30 days prior to the effective date of any cancellation of such policies. Prior to the date on which Seller or subcontractors commence work at the site, Seller shall furnish to Westar certificates of insurance evidencing all insurance required by this purchase order, including certificates of insurances for all subcontractors.

NOTICES TO VENDORS AND SUBCONTRACTORS OF WESTAR ENERGY, A FEDERAL CONTRACTOR (If Applicable):

24. Employment Eligibility Verification (E-Verify)

[This language applies because Westar is covered by the E-Verify requirements for federal contractors and subcontractors.]

If this PO is covered by Executive Order 12989, then the Employment Eligibility Verification Clause required under Executive Order 12989 and the related Federal Acquisition Regulations (48 CFR 22.1800 *et seq.* and 52.222-54) are incorporated by reference.

DURING THE PERFORMANCE OF THIS PO AND TO THE EXTENT FEDERAL EQUAL OPPORTUNITY REGULATIONS MAY BE APPLICABLE TO THIS PO, THE SELLER AGREES TO COMPLY WITH ALL PROVISION OF THOSE ORDERS AND REGULATIONS INCLUDED BY SUMMARY OR REFERENCE IN THE FOLLOWING PARAGRAPHS:

25. Equal Employment Opportunity Clauses.

- **The Equal Employment Opportunity Clause required under Executive Order 11246 and 41 CFR 60-1.4(a), regarding nondiscrimination and affirmative action on the basis of race/ethnicity and gender, is incorporated by reference in this purchase order.**
- **Westar and its subcontractors/vendors, including Seller, shall abide by the requirement of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**
- **Westar and its subcontractors/vendors, including Seller, shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- **Westar and its subcontractors/vendors, including Seller, will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (A) in response to a formal complaint or charge; (B) in furtherance of an investigation, proceeding hearing, or action, including an investigation conducted by the employer; or (C) consistent with Westar's or the subcontractor/vendor's, including Seller's, legal duty to furnish information.**

26. Employee Rights – National Labor Relations Act.

- Seller agrees that it will comply with any and all applicable provisions of 29 C.F.R. part 470, and provisions of related Executive Orders, which require notice of employee rights concerning payment of union dues or fees.
- Seller agrees that it will comply with any and all applicable provisions of 29 C.F.R. part 471, Appendix A to Subpart A, issued pursuant to Executive Order 13496 of January 30, 2009, concerning posting of the required notice informing employees of their rights as employees under Federal labor laws.

27. Certification of nonsegregated facilities – Subpart 1-2-803-10, Federal Procurement Regulations

(Contracts exceeding \$10,000) Seller will not maintain or provide segregated facilities for his employees and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

28. Listing employment openings – Executive Order 11701 –

(Contracts of \$2,500 or more) Seller will list employment openings with the Employment Development Department in accordance with the Veteran's Employment and Readjustment Act of 1972 and Executive Order 11701. The contract clause, set forth at 41 CFR 50-250.2 is incorporated herein by reference.

29. Utilization of minority enterprises – Executive Order 11625 –

(Contracts exceeding \$5,000) It is the policy of the Government that Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts. The Seller agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract.

30. Employment of the handicapped – Section 741.3 Rehabilitation Act of 1973

(Contracts exceeding \$2,500) The affirmative action clause and regulations contained in Part 741 of the Rehabilitation Act of 1973 are incorporated by reference in this purchase order.

31. Filing EEO – 1 forms and preparing affirmative action plans

(Contracts of \$50,000 or more) If the value of this purchase order is \$50,000 or more and the Seller has 50 or more employees, the seller agrees to file appropriate EEO-1 forms in accordance with existing regulations and maintain a current written affirmative action compliance program at each establishment at which Seller has 50 or more employees.

32. Special Affirmative Action Notices to Construction Subcontractors

[This special construction industry language regarding affirmative action applies to any subcontracts worth \$10,000 or more that involve construction work. This requirement applies to Westar if the subcontracted construction work is necessary to the performance of a nonconstruction (supply and service) contract worth at least \$10,000. It also applies if Westar has federal or federally assisted construction contracts worth at least \$10,000 and Westar subcontracts any construction work/services (regardless of whether it relates to the federal project) worth at least \$10,000.]

The “Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)” found in 41 CFR 60-4.3, including the sixteen required EEO and affirmative action requirements for federal construction contractors found in 41 CFR 60-4.3(a)(7), are incorporated by reference in this purchase order. Also, pursuant to 41 CFR 60-4.2(d), please be aware of the following “Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)”:

- a. The Offeror’s or Bidder’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Specifications” set forth herein.
- b. The goals and timetables for minority and female participation, expressed in percentage terms for the aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation in each trade	Goals for female participation in each trade
	[Insert goals for each year]	[Insert goals for each year]

These goals are applicable to all the construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

Compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and the Subcontractors/Vendors shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the above goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
- d. As used in this Notice, and in the contract resulting from this solicitation, the “covered area” is [insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any].