

FirstEnergy Nuclear Operating Company

TERMS AND CONDITIONS

The following terms and conditions apply to all work performed by BETA Laboratory & Technical Services, a business unit of FirstEnergy Nuclear Operating Company (FirstEnergy), and will be the sole terms and conditions unless specifically exempted in writing by FirstEnergy. To the extent the client proposes terms or conditions different from or in addition to those set forth below, such terms or conditions shall be deemed material and are hereby objected to and rejected. FirstEnergy shall not be deemed to have agreed to any such terms or conditions unless FirstEnergy specifically and explicitly does so in writing.

1. Validity of Proposal

Prices quoted by FirstEnergy are subject to change if not accepted by client within ninety (90) days, or if the work involved is not commenced within sixty (60) days of such acceptance through no fault of FirstEnergy.

2. Changes

Client may request changes to this Agreement upon sufficient written notification to and acceptance by FirstEnergy. If a change causes an increase in the price or time required for performance of FirstEnergy's obligations pursuant to this Agreement, an equitable adjustment shall be made in the price or schedule, or both, and the Agreement shall be modified accordingly.

3. Compensation

Terms of FirstEnergy invoices shall be net 30 days on receipt of invoice. FirstEnergy shall have the right to charge interest on all amounts not paid by the due date at the rate of one and one-half percent interest per month, compounded monthly from the due date to the date of payment.

4. Warranty

FirstEnergy warrants that services shall be performed in a skillful, workmanlike and professional manner and in conformance with applicable standard procedures. FirstEnergy does not provide a warranty on materials and equipment supplied by FirstEnergy, and all materials and equipment are provided "AS IS." If the work does not conform to this warranty and Client notifies FirstEnergy in writing within one (1) year after the service giving rise to the claim is performed, FirstEnergy will reperform such nonconforming services at no charge to Client. THE WARRANTIES SET FORTH IN THIS ARTICLE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OF USAGE OF TRADE). THE REMEDIES SET FORTH IN THIS ARTICLE ARE EXCLUSIVE REMEDIES OF CLIENT FOR DEFECTIVE OR NONCONFORMING WORK WHETHER CLAIMS BY CLIENT ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE.

5. Force Majeure

It shall not be deemed a default hereunder and neither FirstEnergy or client shall be liable for a failure to perform hereunder arising from causes or events beyond reasonable control and without the fault or negligence of FirstEnergy or client. To the extent that, and so long as the obligations of either party are affected by such cause or events, such obligations shall be suspended during the pendency of such cause or event. Client shall be responsible for FirstEnergy's additional costs in the event FirstEnergy delays performance of this Agreement at client's request.

6. Limitation of Liability

Neither FirstEnergy nor its subcontractors, if any, shall be liable, whether arising out of contract, tort (including negligence), strict liability or any other cause of or form of action whatsoever, for loss of anticipated profits, loss by reason of plant or other facility shutdown, nonoperation or increased expense of operation, service interruption, cost of purchased or replacement power, cost of money, loss of use of capital or revenue, fines or penalties assessed or levied against client by any governmental agency based on the operation, or for any special, incidental, punitive, or consequential loss or damage of any nature, whether similar or dissimilar to those enumerated above, arising at any time or from any cause whatsoever.

FirstEnergy's liability arising out of this agreement will be limited to no more than the amount paid to FirstEnergy under this contract.

7. Cancellation

Either party may terminate all or any part of this Agreement for convenience upon 10 days written notice to the other party. If this Agreement is terminated by Client pursuant to this Section 7, FirstEnergy shall be entitled to recover for all services performed prior to the date stated in the notice upon which such termination becomes effective, together with its reasonable additional costs incurred by reason of the termination.

8. Choice of Law

This Agreement shall be considered made and performed in the State of Ohio and the rights and duties of the parties hereto shall be determined and interpreted in accordance with the laws of the State of Ohio.

9. Sales Tax

This Agreement does not include Federal, State or local sales, use, excise or other like taxes which may now or hereafter be applicable. Such taxes are client's responsibility and client shall indemnify and hold harmless FirstEnergy from and against any such tax liability.

10. Interpretation of Agreement

The section and other headings in this Agreement are inserted solely as a matter of convenience, and shall be given no effect in the construction or interpretation of this Agreement. This Agreement has been freely negotiated by all parties and in the event there is any controversy, dispute, or claim involving the meaning, interpretation, validity, or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn against a party by virtue of such party having drafted this Agreement or any portion hereof. When used herein, the words "include" and "including" shall be construed as "include, without limitation" and "including, without limitation." The relationship of the parties shall be that of independent contractors, and nothing in this Agreement is intended to constitute either party as a partner, joint venturer, or legal representative of the other or to create any fiduciary relationship between the parties.

11. Miscellaneous

This Agreement constitutes the entire agreement among the parties hereto and supersedes any and all prior written or oral communications, negotiations, representations, or promises with respect to the subjects addressed in this Agreement. This Agreement may not be modified or amended in any way except by a written modification signed by all parties. None of the terms or provisions of this Agreement shall be deemed waived except by a writing signed by the party which is entitled to the benefits thereof. If any portion of this Agreement is held invalid, the parties agree that such invalidity shall not affect the validity of the remaining portions of this proposal and the parties further agree to substitute for the invalid portion a valid provision that most closely approximates the economic effect and intent of the invalid provisions. This Agreement may not be assigned by any party hereto without the prior written consent of the other party(s). This Agreement may be executed in multiple identical counterparts, which taken together shall constitute an original without the necessity of all parties signing the same page or the same documents. Signatures transmitted by facsimile shall be considered original signatures.

Print Name: _____

Sign: _____ Date: _____

Company: _____

Facility Address: _____