Purchase Order

The Dayton Power and Light Company

PURCHASE ORDER	REVISION	PAGE
671714	1	1

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER OR THE VENDOR MAY NOT GET PAID.

DATE OF ORDER	SUPPLIER NO.
12-OCT-2015	122977
DATE OF REVISION	**BUYER**
12-OCT-2015	Mary Maher Phone: (937) 549-2641

SUPPLIER	SHIP TO	BILL TO
AMERICAN PRODUCERS SUPPLY CO. INC. Attn: 1763 10TH STREET PORTSMOUTH OH 45662 Phone: (740) 354-3479 Fax: (740) 354-6743	Killen Station Dayton Power and Light Company 14869 U.S. Route 52, 4 Miles East of Ma Manchester, OH 45144	Killen Station Dayton Power and Light Company 14869 U.S. Route 52, 4 Miles East of Manchest Manchester, OH 45144

PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA	ACKNOWLEDGEMENT REQUIRED
2% 15 Days, Net 45 days				

Line	Item Description	Delivery Date	Quantity	UOM	Unit Price	Total	Tax
1	600-935.000 WIPER KIMTEX 12"X17" POP UP SHEETS CREW WIPER (COLOR BLUE) P/N 33944 180 WIPES PER BOX CODE 33350 12"X17" 45933, 23422. **Ship To:** Use the ship-to address at the top of the page.	26-OCT-2015	38	Box	23.04	875.52	N

PO Total	USD 875.52

AUTHORIZED SIGNATURE

DPL PURCHASE ORDER TERMS AND CONDITIONS

As used herein, the term “Purchaser" shall mean the entity identified as the Purchaser in the upper left corner on the front of this Purchase Order (“P.O.”). The term "Contractor" shall mean the party and its successors and assigns selling the merchandise, equipment, material or supplies (the “Goods”) and/or the party and its successors and assigns performing labor or services (the “Work”) for Purchaser. All communications, except invoices, are to be mailed to Purchaser at the address indicated in the upper left corner on the front of this P.O.

1. Acceptance. Unless otherwise provided herein, Contractor's acknowledgement of this P.O. by return of acknowledgement copy or otherwise, or delivery of any Goods, or commencement of any Work hereunder, shall constitute acceptance by Contractor of this P.O. and all of its terms and conditions. No terms or conditions stated by Contractor in acknowledging or otherwise accepting this P.O. shall be binding upon Purchaser unless specifically accepted in writing by Purchaser. No charge will be allowed for any taxes, packing, crating, reels or drayage, or for freight or other method of delivery, unless so specified in this P.O. Any and all modifications, changes, and/or additions to the Goods or the Work covered by this P.O. must be accomplished by means of Purchaser's P.O. amendment in order to be binding on Purchaser. Only the Purchaser’s Supply Chain organization has the power to authorize P.O.s for the procurement of Goods and Work. Changes to or termination of this P.O. requires the approval of Purchaser’s Supply Chain organization. Contractor may not be compensated should it undertake Work which deviates from that called for under this P.O. Should this P.O. be viewed as an acceptance of Contractor's proposal, said acceptance is limited solely to the express terms hereof and does not bind Purchaser to any terms or conditions of Contractor's proposal in conflict herewith.

2. Title. Title to the Goods purchased hereby shall remain with Contractor until the Goods are accepted by Purchaser at the designated place of delivery, unless otherwise provided in any written agreement between Purchaser and Contractor. Upon such acceptance, title to the Goods shall pass to Purchaser.

3. Shipping Date. If shipping date is estimated at the time of acceptance of this order, Contractor must notify Purchaser’s Supply Chain organization as soon as possible when shipment of this order will be made. If Contractor cannot deliver all Goods or perform all Work covered in this order as specified in the P.O., it must advise Purchaser’s Supply Chain organization immediately.

4. Contractor's Warranties. Contractor expressly warrants to Purchaser that the Goods and Work covered by this P.O. will conform to the specifications, drawings, samples or other description furnished or specified by Purchaser and will be of good material and workmanship, free from any defects, and fit and sufficient for purposes intended. The Goods shall be delivered free from any security interest or other lien, encumbrance, or claim of any third person. These warranties shall survive inspection, acceptance, passage of title, and payment by Purchaser. All warranties shall remain in effect for two years from the date the Goods or Work to be delivered hereunder are accepted by Purchaser, or such longer period as the parties may specify. If any of the Goods or Work furnished under this P.O., including the individual parts hereof, shall within two years from date of receipt of Goods or completion of Work be found to be inadequate or defective, Contractor shall promptly replace or reperform the same at its sole expense, and such replacement or reperformance shall be warranted as if it was original Goods or Work.

5. Patents, Copyrights, Trademarks, and Royalties; Indemnity. Contractor shall indemnify and save harmless Purchaser, its affiliates, and their respective officers, directors, members, employees, agents, and representatives (“Indemnified Parties”) from any and all costs and expenses on account of any claim, suit or judgment, including attorney fees and court costs, resulting from any patent, copyright, trademark, and/or royalty claim arising from the use or disposition by Purchaser of any Goods or Work enumerated herein and sold to Purchaser pursuant to and as a result of this P.O. Contractor guarantees that it has full right, power and authority to sell the Goods ordered or will have such power, right and authority before the order hereby placed is filled. Purchaser hereby obtains the rights to use, in whatever manner it chooses, any and all blueprints, drawings, specifications or other data submitted by Contractor either as a part of Contractor's proposal prior to this agreement or in Contractor's performance hereunder. In case the use of any Goods or Work protected by patent, trademark or copyright is enjoined, Contractor shall at its own expense either (1) procure for Purchaser the right of continued use or (2) replace the same with non-infringing Goods or Work of equal efficiency at no cost whatsoever to Purchaser.

6. Insurance. If this P.O. covers the performance of Work, Contractor shall, before any Work is performed, procure the following insurance coverage with adequate limits (defined annually by Purchaser, but in no case less than $1 million for comprehensive general liability and contractual liability coverage) and furnish to Purchaser’s Insurance Department certificates of Insurance and, when Purchaser so requests, any other evidence reflecting such coverage.

A. Compliance by Contractor with applicable Workers' Compensation laws;

B. Adequate comprehensive general liability insurance coverage of Contractor for personal injury (including death) and property damage claims, which coverage includes Purchaser as additional insureds as to claims arising from the Work performed under this P.O. and is primary to any other liability insurance carried by Purchaser. This coverage shall have a minimum combined limit for bodily injury (including death) and property damage equal to the P.O. value or $1 million, whichever is greater; and

C. Contractual liability coverage that covers all obligations that Contractor has assumed under this P.O., including the liability

assumed under Section 5 (Patents, Copyrights, Trademarks, and Royalties; Indemnity); Section 8 (Subcontracts for Work On Site); and Section 11 (Indemnity).

7. Accident Prevention. Contractor shall perform the Work and deliver Goods which are in conformity with good safety practices, the safety requirements of the Industrial Commission or equivalent agency of the state where the Work is performed or the Goods are delivered, and all other applicable federal, state and local laws, ordinances, rules, orders and regulations, including the Occupational Safety and Health Act as amended. If this P.O. covers the performance of Work on premises or facilities, or on electric lines or equipment wherever located, owned by Purchaser, Contractor shall abide by all applicable provisions of Purchaser's site safety policies (including but not limited to compliance with Purchaser's contractor drug testing program) during Contractor's performance of this P.O. Purchaser reserves the right to audit Contractor's records to assure compliance with this requirement. Contractor agrees to indemnify the Indemnified Parties against any loss, cost, liability, or damage whatsoever, including attorney's fees, which may result from Contractor's violation of this section.

8. Subcontracts for Work On Site. Contractor shall immediately notify Purchaser in writing of the names of any subcontractors proposed to undertake the Work. Contractor shall not employ any subcontractor to whom Purchaser may have a reasonable objection. Contractor agrees that it is fully responsible to Purchaser for acts and omissions of Contractor's subcontractors and of persons either directly or indirectly employed by such subcontractors, as well as for the acts and omissions of persons directly employed by Contractor. All contracts between Contractor and any subcontractor shall expressly provide that no contractual relationship will exist between the subcontractor and Purchaser.

9. Indemnity.

A. Third Party Claims. To the fullest extent allowed by law, Contractor shall indemnify and save harmless the Indemnified Parties from and against any and all liability, loss, costs, attorney fees or expense, of whatsoever nature or character, arising out of or occasioned by any claim or suit for damages, injunction or other relief, on account of injury to or death of any person, or damage to any property, or for Federal, State or local taxes, or for public charges and penalties for failure to comply with Federal, State or local laws or regulations, or with respect to any lien on the furnishing or use of anything protected by patent, trademark or copyright, growing out of or in connection with any act or omission, negligent or otherwise, of Contractor, its servants, employee, representatives, agent or subcontractors, in the furnishing of Goods or in the performance of Work hereunder, and Contractor further agrees that money due to Contractor may be retained by Purchaser until all such claims or suits shall have settled in full and evidence to that effect is furnished to the satisfaction of Purchaser. This indemnity shall survive delivery of Goods or performance of Work hereunder. Purchaser may require Contractor to defend any suits concerning the foregoing whether justified or not; however, Purchaser shall have the right to hire their own respective counsel.

Nothing herein shall require indemnification as to any claims against Purchaser by its employees arising under applicable Workers' Compensation Law. This indemnity obligation does apply, however, to claims against Purchaser by Contractor's employees. To the extent that Contractor might otherwise be immune from indemnifying Purchaser under the applicable Workers' Compensation law, Contractor hereby expressly waives this immunity. Moreover, Contractor expressly waives any subrogation rights it may have arising from any claim brought by its employees against Purchaser for injuries allegedly sustained while performing the Work or providing Goods required under this P.O.

B. Damage to Property. Contractor shall indemnify Purchaser for any and all costs and expenses arising from, caused by or incident or related to damages to Purchaser's property that may arise out of or be incident or related in any way to any of the Work to be performed or Goods to be provided hereunder. Contractor agrees to pay all attorneys' fees, court costs and other expenses Purchaser may incur in enforcing this obligation.

10. Compliance with Federal Non-Discrimination Laws. Contractor and all subcontractors shall comply with the following laws and corresponding regulations, as applicable:
A. Executive Order 11246, as amended (Equal Opportunity Clause)
B. Executive Order 13496, as amended (Notice of employee rights under federal labor laws; 29 CFR Part 471, Appendix A to Subpart A)
C. 29 U.S.C. 793 (Employment of Workers with Disabilities; 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.)
D. 38 U.S.C. 4212 (Disabled Veterans and Vietnam Veterans Provisions; 41 CFR 60-250.5(a) and 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.)
E. 15 U.S.C. 637 (Small Business Concerns and Small Minority Business Provisions)

Additionally, Contractor and its subcontractors shall comply with all applicable federal, state, and local laws and regulations, which are incorporated herein by reference.

11. Cancellation. Purchaser reserves the right to refuse any Goods or Work and to cancel all or any part of this P.O. Contractor's

failure to deliver the Goods or perform the Work by the required date shall be at Contractor's risk and sole expense. Acceptance of any part of the P.O. shall not bind Purchaser to accept future shipments of Goods or performance of Work, or deprive it of the right to return Goods already accepted.

12. Invoice Requirement. In rendering invoices, Contractor shall state separately the total charge for Work from the total charge for Goods. Contractor must use its vendor's license to purchase Goods or to subcontract for the Work.

13. Substitutions. Substitutions or any change in the prices stated in this order that are not authorized by Purchaser in writing shall automatically cancel this order, and Purchaser will not be responsible for same.

14. Waivers. The failure of Purchaser to insist upon the performance of any part of the requirements for the Goods or the Work or any of these terms and conditions shall not be construed as a waiver of same. Contractor acknowledges agreement with these terms by signature on this P.O. or other contract documents or by undertaking to perform the obligations described in this P.O.

15. Governing Law. This P.O. shall be governed by and construed according to the laws of the State of Ohio without regard to any conflict of laws principles.

16. AES Corporate Compliance Terms and Conditions:

A. Contractor shall comply fully with all applicable laws of the countries in which the obligations set forth in this Contract shall be performed, as well as the applicable anti-corruption, anti-money laundering, anti-terrorism and economic sanction and anti-boycott laws of the United States including, without limitation, the United States Foreign Corrupt Practices Act.

B. In performing its obligations under this Contract, Contractor and its officers, directors, employees, agents and representatives agree that they have not, and will not, directly or indirectly, offer, give, make, promise, pay or authorize the payment of any money, gift, or anything of value to any person that is an officer or employee of any government, or an officer or employee of any department, agency or instrumentality thereof, or of any public international organization, or any person acting in an official capacity on behalf of such government, department, agency or instrumentality thereof, or any candidate for or appointee to a political or government office, or to any political party; or receive, transfer, retain, use or hide the proceeds of any criminal activity whatsoever, or employ or otherwise conduct business with a "designated person," namely a person or entity that appears on any list issued by the United States or international organizations such as the United Nations as being involved in money laundering, terrorism, or drug trafficking, or as having violated economic or arms embargoes.

C. All requests for payments under this P.O. shall be accompanied by detailed and accurate invoices that describe with specificity the work, services or equipment for which payment is requested.

D. Contractor acknowledges receipt of a copy of the AES Code of Business Conduct and Ethics as adopted in full and followed by Purchaser.

E. In the event Contractor becomes aware or obtains knowledge of any violations of Sections 1 and 2, above, Contractor shall promptly report to Purchaser any such violation.

F. Any violation of these provisions shall be sufficient cause for Purchaser, acting in good faith, to declare the Contract, in whole or in part, null and void, in which case Contractor shall forfeit any claim to additional payments due under this Contract, other than payments for services previously rendered under this Contract in addition to being liable for any damages or remedies available under applicable law for Contractors breach.

17. Incorporation by Reference. Any documents attached hereto or referred to herein shall be a part hereof.