



PURCHASE AGREEMENT

BILLING TERMS: Net 30
DATE: 05/07/2024
VALID THROUGH: 05/10/2024

Project Name: Merck Research Laboratories | Project Location: South San Francisco, CA | Rating System: LEED Zero Carbon

CUSTOMER

CUSTOMER NAME: Merck Sharp & Dohme Holdings, Inc
CONTACT NAME: Dexter Ma
CONTACT EMAIL: dexter.ma@merck.com
ADDRESS: South San Francisco, CA

PHONE: (908)423-1000
LEED CONTACT: Michael Waslin
CONTACT EMAIL: michael_waslin@merck.com

CONTACT

COMPANY NAME: Merck Sharp & Dohme Holdings, Inc
CONTACT NAME: Burcak Erol
CONTACT EMAIL: burcak.erol@merck.com
BILLING ADDRESS: 770 Summeytown Pike, WP39-302
West Point, PA 19486
USA
PHONE: (908)423-1000

100% Carbon Balance 01/01/2023 – 12/31/2023

Product Name	Quantity	Price Per Unit (US Dollars)	Total Product Price
Carbon – Green-e Climate – Ecomix LEED US	3,968.80 MTCO2e		

Climate – Ecomix Prospective Carbon Offset Content

Climate – Ecomix carbon offset content. Climate offset represents one metric ton of carbon dioxide equivalent emissions reduction. The above carbon offset content represents the purchase of carbon offsets from projects that have been validated and registered under applicable program standards.

Project Type	Project Certification	Project Location	% of Product
Renewable Power Generation	American Carbon Registry	USA	50 to 100%
Energy Efficient	American Carbon Registry	USA	50 to 100%
Other	Carbon Action Climate	USA	50 to 100%

The emissions reductions applicable were created by 2011-2022. The Carbon Offset Content also reflects the final project type, project location, and Ecomix Program available for purchase. Schneider Electric will report to project level for all the following project locations: America, Canada, Europe, China, and India. Climate – Ecomix is a Climate – Ecomix member of the environmental and consumer protection standard for greenhouse gas emissions reduction (carbon offset) set forth by the nonprofit Center for Resource Solutions.

Climate
Ecomix

LEED 00000 | www.usgbc.org

Summit Energy Services, Inc., a subsidiary of Schneider Electric, agrees to sell and the undersigned company agrees to purchase the products identified above on the terms set forth herein, subject to the Standard Terms and Conditions attached hereto and made a part hereof. Signed by the duly authorized representatives of the parties.

COMPANY NAME: _____
SIGNATURE: SEE ATTACHED PO # 8200837656
PRINTED NAME: _____
TITLE: _____
DATE: _____

Summit Energ Services. inc (dba Schneider Electric)
COMPANY NAME: _____
DocuSigned by:
David Hughes
3984AF49F35049E...
PRINTED NAME: David Hughes
TITLE: Director, Cleantech
DATE: 5/7/2024

Questions or Comments? Contact:
Boone Jones • (303) 551-7600 • boone.jones@se.com

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JH



Standard Terms and Conditions

Defined Terms. As used in this Agreement, the following capitalized terms shall have the following meanings:

"EACs" means energy attribute certificates such as, but not limited to RECs, I-RECs, GOs or REGOs, per region of origin.

"MWh" means megawatt hour.

Green-e® REC disclosures if applicable: "REC" (Renewable Energy Credit/Certificate), means on a MWh by MWh basis, the aggregate amount of environmental attributes, credits, reductions, or offsets that are associated with or attributable to the generation of one (1) MWh of electric energy from a Renewable Resource and placed into the electric grid; provided that "EACs" shall not include (i) any of the electrical energy associated with a EAC or (ii) any PTCs or any other similar tax benefits associated with the generation, distribution, sale or transfer of the associated energy, whether now or in the future. For purposes of this Agreement, a "Renewable Resource" means an electric power generation facility producing electric power from sun, wind, geothermal, biomass, hydro, or landfill gas sources. Green-e®. Certain RECs may be designated in this Agreement as certified by Green-e® Energy. Green-e® requires companies to provide their customers with a notice of pricing, terms, and conditions of service. Green-e® Energy is an independent certification program for RECs sold in the voluntary market. The Green-e® Energy logo identifies RECs that meet the program's high environmental and consumer protection standards. For more information about Green-e® Energy, visit www.green-e.org/energy, email energy@green-e.org. For clarity, a year with "e" following the date, such as, 2019e, indicates that those RECs are eligible for retirement and certification under the Green-e® Energy Program in the year indicated. For example, 2019e RECs may be generated anytime between July 2018 and March 2020. RECs represent the environmental benefits of one megawatt hour (MWh) of renewable energy that can be paired with electricity. The price of RECs is in addition to charges for Customers' electricity. You will be charged separately for your electricity charges from your utility or energy service provider. By using these RECs, you alone have the right to all associated claims about the environmental benefits they embody. RECs are to be regarded as a real environmental commodity, not a donation or investment in a future renewable energy project. For more information, see www.green-e.org/rec. In the event carbon credits are sold as Green-e® Climate certified and are delivered over time, if said certification is terminated prior to the end of the term of this agreement, the remainder of the quantity of certified credits specified in this agreement will be delivered at the time of termination and subsequently verified by Green-e® Climate, or you will be offered the option of a refund to cover any undelivered offsets." Additionally, for a multi-year purchase, where a future vintage is listed on the Carbon Offset Content Label or Project Information Disclosure, the vintage reported indicates the year that the GHG emissions reductions occur. A range of years extending into the future indicates that offsets will be delivered over time, and so the vintage of the GHG emissions reductions will fall within this range and not exceed the year of delivery.

Limited Representations and Warranties. Summit Energy Services, Inc., ("Supplier") represents and warrants that the RECs to be retired under this Agreement (i) have not been sold, transferred, contracted for or otherwise committed to any third party, or otherwise used or claimed by Supplier or, to the best knowledge of Supplier, any third party and (ii) have been or will be eligible under the verification or certification regime referenced in the EAC product description (these may include I-REC, REGO, Green-e® or other). Supplier further represents and warrants that it has the right to enter into this Agreement and sell the REC's to Customer. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE RECS ARE SOLD "AS IS", AND SUPPLIER SPECIFICALLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

No Transfer. Customer (and any party purchasing EACs on behalf of Customer under this Agreement) acknowledge and agree that any EACs sold under the Agreement are sold strictly for Customer's own use although they may be allocated internally by Customer to specific Affiliates, and cannot and shall not be resold or otherwise transferred to or used or claimed, directly or indirectly, by any third party other than Customer or its Affiliates for any purpose whatsoever.

Delivery and Retirement. The EACs (or any portion thereof) are considered retired when Supplier removes them from inventory in accordance with industry standard practices. Green-e® RECs: Retirement of RECs for any vintage year shall occur on or before the first day of June in the next year. Upon customer request, supplier shall deliver to Customer an attestation that the RECs purchased under this Agreement have been or will be retired on the Customer's behalf.

Termination/Cancellation. The Customer may terminate the Agreement the event that Supplier has failed to perform any of its material obligations or breached any warranties under this Agreement and has not cured the same within thirty (30) days after receipt of written notice by the Customer. Supplier may terminate the Agreement in the event Customer (a) fails to pay any sums when due to Supplier and does not to cure such breach within thirty (30) days after receipt of written notice of such failure from Supplier or (b) files a voluntary petition for bankruptcy or has filed against it an involuntary petition for bankruptcy, makes a general assignment for the benefit of its creditors, or applies for or permits the appointment of a receiver or trustee for substantially all of its property or assets. Supplier reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.


Limitation on Liability. In no event shall either Supplier or Customer hereunder be liable to the other or to any third party under or in connection with this Agreement for any special, indirect, incidental, punitive, consequential or similar damages, including, without limitation, any damages resulting from lost profits. For any other damages, the cumulative liability of either Party shall not exceed the amounts paid or owing to Supplier. Customer (and any party purchasing EACs and/or carbon offsets on behalf of Customer under this Agreement) is solely responsible for providing accurate volumes for unbundled EACs and/or carbon offsets to be purchased. Supplier is not responsible for Customer's extraneous commodity positions, sourcing actions, or ownership of Customer's renewable energy and/or carbon offset portfolio.

Tax. Any payment to Supplier made hereunder shall be made free and clear of any deduction or withholding for tax (if any) and, in the event, any deduction or withholding for tax would be required, the Customer shall pay additional amounts to Supplier so that after such deduction or withholding, the Supplier receives the same amount that it would have received but for such deduction or withholding. All amounts referred to in this Agreement, including but not limited to the Fees, exclude all present or future sales taxes, excise taxes, value-added taxes, import and export duties and any other taxes, surcharges or duties now existing or hereafter imposed by government authorities upon equipment and/or services quoted by Supplier. Customer shall be responsible for all such taxes and duties resulting from this agreement. If Supplier is required to impose taxes on orders Supplier shall invoice the Customer, as applicable, for such taxes and/or fees according to state and local statute, unless Customer, furnishes Supplier at the time of order with a properly completed exemption certificate(s) acceptable to the authorities imposing the tax or fees. Supplier/Customer agree to take all necessary measures to comply with tax laws and regulations of each country in which Supplier/Customer operates for the performance of this Agreement. Supplier shall be responsible for and pay when due all Taxes for which Supplier is liable by reason of the performance of this Agreement. Customer shall be responsible for and pay when due all taxes for which Customer is liable by reason of the performance of this Agreement.

Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of New York without reference to principles of conflict of laws other than Sections 5-1401 and 5-1402 of the New York General Obligation Law, which shall apply.

Export Control. The deliverables provided by Supplier under this Agreement contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Supplier warrants and represents that the supply, assignment and/or usage of the products, software, services, information, other deliverables and/or the embedded technologies (hereinafter referred to as "Deliverables") under this Agreement shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations. Unless applicable export license/s has been obtained from the relevant authority and the Supplier has approved, Customer acknowledges and agrees that the Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Customer also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons. If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Advisor from fulfilling any order, or would in Advisor's judgment otherwise expose Advisor to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Advisor shall be excused from all obligations under such order and/or this Agreement.

All fees associated with domestic ACH and international wire transactions shall be borne and paid by the Customer.

Climate – Ecomix Prospective Carbon Offset Content			
Climate - Ecomix is a carbon offset product. One carbon offset represents one metric ton of carbon dioxide-equivalent emissions reductions. The verified GHG emissions reductions you purchased are sourced from projects that have been validated and registered under high-quality project standards.			
Project Type	Project Certification	Project Location	% of Product*
Industrial Process Emissions	American Carbon Registry	USA	Up to 100%
HFC Abatement	American Carbon Registry	USA	Up to 100%
N2O Abatement	Carbon Action Reserve	USA	Up to 100%
 <p>The emissions reductions supplied were created in: 2017-2022 This Carbon Offset Content Label reflects the mix of project types, project locations, and Endorsed Programs available for purchase. Schneider Electric will report to you by April 1st of the following year the actual offset mix delivered. Climate - Ecomix is Green-e® Climate certified and meets the environmental and consumer-protection standard for greenhouse gas emissions reductions (carbon offsets) set forth by the nonprofit Center for Resource Solutions</p> <p>Learn more at www.green-e.org.</p>			

These projects are a mix of N2O abatement, industrial process efficiency and HFC abatement with carbon credit vintages (issuances) ranging from 2017 - 2021. Project facilities are voluntarily implementing abatement technologies or measures incentivized as a result of carbon credit funding.

Phlogiston Phase 1 – Climate Action Reserve (CAR1480). Adipic Acid plant with N2O abatement project located in Cantonment, Florida, USA. In this carbon offset project, voluntary measures were installed to convert NOx to nitric acid via a high pressure water absorption process. The absorption column allows the Thermal Reduction Unit (TRU) to accept a higher percentage of flow from the adipic acid plant, resulting in a higher quantity of N2O destroyed.

Project Type: Adipic Acid

<https://thereserve2.apx.com/mymodule/reg/prjView.asp?id1=1480>

True Manufacturing Foam Blowing Agent Project 002 – American Carbon Registry (ACR606). Industrial process efficiency, energy efficiency and HFC abatement in Missouri, USA. Project was developed as a carbon offset project in 2019 and registered in 2021. Carbon reductions are resulting from use of low-GWP (Global Warming Potential) blowing agent to avoid the use of high-GWP (such as HFCs) in the manufacturing of rigid polyurethane foam for retail food refrigeration units.

Project Type: Industrial Process Emissions

<https://acr2.apx.com/mymodule/reg/prjView.asp?id1=606>