SPECIAL CONDITIONS OF PURCHASE - BASIC ORDERING AGREEMENT

1. Nature of These Special Conditions

The Contract (as defined in the Con Edison Standard Terms and Conditions governing the purchase of specified goods or services) shall constitute a Basic Ordering Agreement and these Special Conditions of Purchase shall apply and be incorporated in the Contract. No goods or services are purchased merely by issuance of the Contract. A purchase is made when a Standard Purchase Order ("purchase order") for specific goods or services is issued by Con Edison under the Contract that incorporates these Special Conditions and Seller or Contractor (either of whom is hereinafter referred to as "Seller") does not within five (5) days of issuance of the purchase order notify Con Edison in writing (electronically or in print form), that Seller will not supply the goods or services ordered. Seller shall, unless it so notifies Con Edison, be obligated to furnish the goods or services ordered in accordance with the terms of the Contract, including these Special Conditions.

2. Orders for Goods or Services

Con Edison may order goods or services by issuing purchase orders for specific quantities of goods or services to be furnished under the Contract. Delivery or performance shall only be made as authorized by the Contract.

Orders may be placed by issuing a purchase order electronically through Oracle E-Business Suite or by sending a purchase order in print form by overnight courier, mail, facsimile or e-mail. A purchase order shall be deemed issued at the time it is sent.

3. Terms and Conditions

All orders shall be subject to the terms and conditions of the Contract.

4. Estimates

Any estimates of quantities of goods or services set forth in the Contract are solely for the convenience of Con Edison and do not represent the quantities or an approximation, of the quantities of goods or services Con Edison will order under the Contract. Con Edison shall incur no liability whatsoever with respect to any goods or services not expressly ordered.

July 1, 2012
5. **Status Reports**

Not later than the tenth (10th) day of each month, Seller shall deliver to Con Edison a written report of orders filled during the previous calendar month under the Contract. Each report shall include with respect to such previous calendar month, (a) copies of all purchase orders received by Seller under the Contract, (b) the amount billed by Seller for that month, (c) the total amount paid under the Contract through the end of that month, and (d) the total amount due and not yet paid through the end of that month for orders previously filled.

6. **Partial Deliveries**

The entire quantity of goods ordered in a purchase order shall be delivered in one shipment unless otherwise specified in the Contract. A delivery of less than the entire quantity ordered in a purchase order may be rejected. If a partial delivery is accepted however, payment therefor shall not be due until the entire quantity is delivered.

7. **Shipping Notices**

With respect to goods ordered, Seller shall mail a shipping notice to Con Edison on the same day any items are shipped. Each shipment shall be accompanied by an itemized packing list that states the applicable purchase order number and the Con Edison identification number(s) of the items shipped.

8. **Expenditure Limitation**

Seller shall not deliver the goods or perform the services specified in any purchase order if the price thereof together with the price of all purchase orders previously issued under the Contract exceeds the total expenditure authorized by the Contract, unless and until that amount has been increased by means of a duly executed revision or amendment to the Contract. Seller shall inform Con Edison in writing when the total price of goods or services ordered under the Contract reaches seventy-five percent (75%) of the maximum expenditure authorized by the Contract.

9. **Completion of Performance**

Any purchase order issued under the Contract during the term of the Contract, and not completed within that term, shall be completed by Seller within the time specified in such purchase order, and the rights and obligations of Seller and Con Edison with respect to such purchase order shall be governed by the terms of the Contract as if performance of such purchase orders had been completed during the term of the Contract.