SPECIAL CONDITIONS OF PURCHASE – REQUIREMENTS CONTRACT

1. Nature of These Special Conditions

   (a) These Special Conditions of Purchase--Requirements Contract relate to the goods or services specified in the Contract, for the term set forth in the Contract. Any quantities of goods or services specified in the Contract are estimates only and are not purchased merely by entering into the Contract.

   (b) Except as otherwise provided in the Contract, Con Edison shall order from Seller or Contractor (either of whom is hereinafter referred to as "Seller") Con Edison's requirements for the specified goods or services during the term of the Contract.

   (c) Subject to any limitations elsewhere in the Contract, the Seller shall furnish to Con Edison all goods and services ordered in accordance with these Special Conditions.

2. Orders for Goods or Services

   Con Edison may order goods or services by issuing Standard Purchase Orders ("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 included or referenced, directly or indirectly, in the Contract.

4. No Price Adjustment

   Except as may be otherwise provided in the Contract, in the event Con Edison's requirements for the goods or services do not result in orders for the quantities specified in the Contract or the estimates of quantities specified in the Contract, or in the event Con Edison has no requirements at all for some or all of the items, one or more of such events shall not constitute the basis for a price adjustment, legal or equitable, under the Contract.
5. **Partial Deliveries**

The entire quantity of goods ordered in a purchase order shall be delivered in one shipment unless otherwise specified in such purchase order. 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.

6. **Shipping Notices**

With respect to goods ordered, Seller shall mail a shipping notice to Con Edison 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.

7. **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 previous purchase orders 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.

8. **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 order had been completed during the term of the Contract.