CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

STANDARD TERMS AND CONDITIONS

FOR

SALE OF SCRAP CABLE

November 19, 2012
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Definitions</td>
<td>1</td>
</tr>
<tr>
<td>2. Contract Formation</td>
<td>1</td>
</tr>
<tr>
<td>3. Amendments</td>
<td>1</td>
</tr>
<tr>
<td>4. Firm Price</td>
<td>2</td>
</tr>
<tr>
<td>5. Payment</td>
<td>2</td>
</tr>
<tr>
<td>6. Taxes</td>
<td>3</td>
</tr>
<tr>
<td>7. Buyer's Performance</td>
<td>3</td>
</tr>
<tr>
<td>8. No Warranties</td>
<td>5</td>
</tr>
<tr>
<td>9. Assignment</td>
<td>5</td>
</tr>
<tr>
<td>10. Indemnification</td>
<td>5</td>
</tr>
<tr>
<td>11. Insurance</td>
<td>6</td>
</tr>
<tr>
<td>12. Termination for Convenience</td>
<td>8</td>
</tr>
<tr>
<td>13. Cancellation for Default</td>
<td>8</td>
</tr>
<tr>
<td>14. Risk of Loss</td>
<td>8</td>
</tr>
<tr>
<td>15. Compliance with Laws</td>
<td>8</td>
</tr>
<tr>
<td>16. Set-off</td>
<td>8</td>
</tr>
<tr>
<td>17. Conflicting Documents</td>
<td>9</td>
</tr>
<tr>
<td>18. Waiver</td>
<td>9</td>
</tr>
<tr>
<td>19. Entire Agreement</td>
<td>9</td>
</tr>
<tr>
<td>20. New York Law</td>
<td>9</td>
</tr>
<tr>
<td>21. Protection of Persons and Property; Notice of Accidents</td>
<td>9</td>
</tr>
<tr>
<td>22. Limitation of Liability</td>
<td>10</td>
</tr>
<tr>
<td>23. Submission to Jurisdiction/Choice of Forum</td>
<td>10</td>
</tr>
<tr>
<td>24. Audit</td>
<td>11</td>
</tr>
</tbody>
</table>

Appendix A - Required Clauses and Certifications
STANDARD TERMS AND CONDITIONS

1. Definitions. The following terms as used herein shall have the meanings stated:

"Con Edison" - Consolidated Edison Company of New York, Inc.

"Buyer" - The party contracting to purchase goods from Con Edison.

"Notice of Award" - A letter issued by Con Edison advising Buyer that it is awarded a contract for the purchase of goods.

"Release Order" - A document issued by Con Edison releasing goods for pickup by Buyer.

"Contract" - The agreement for purchase of goods by Buyer from Con Edison consisting of Con Edison's Notice of Award, the documents specified therein, the relevant Con Edison Request for Proposal and all documents incorporated by reference in the specified documents, including but not limited to, these Standard Terms and Conditions, any specifications and special conditions. (The words "hereof," "herein," "hereto," and "hereunder" as used in these Standard Terms and Conditions shall be deemed to refer to the Contract.)

2. Contract Formation. A legally enforceable agreement shall arise upon the signing or acknowledgement electronically by Buyer of the Contract in Oracle E-Business Suite iSupplier (the "Procurement System") or, if Buyer is not enabled in the Procurement System, upon the mailing or delivery by other means of the Contract or another writing manifesting acceptance of Buyer's offer; provided, however, if Buyer's offer contains terms additional to or different from those on which quotations were requested by Con Edison which are not accepted in writing by Con Edison, a legally enforceable agreement shall not arise until the signing or acknowledgment electronically by Buyer of the Contract in the Procurement System or, if buyer is not enabled in the Procurement System, by the signing by Buyer of the Contract or a copy of the Contract or such other writing as maybe issued by Con Edison (or another document expressing Buyer’s acceptance thereof), or Buyer’s commencement or continuation of its performance following its receipt of the Contract or such other writing, such performance signifying Buyer’s acceptance of the terms thereof.

3. Amendments. No modification of or amendment to the Contract shall be valid or binding unless in writing and signed by an authorized representative of Con Edison.
4. **Firm Price.** The purchase price for each lot of scrap metal will be based on the bid adjustments (+/-) bid by the Buyer for each metal to be applied to the weekly averages appearing in the publications specified in the Contract for each metal. Unless otherwise expressly and specifically provided in the Contract, the Buyer's bid adjustments will remain firm for the entire length of the Contract and are not subject to change.

5. **Payment.**

Con Edison will issue invoices for each metal contained in a lot of scrap metal for the week of pick-up in accordance with the procedures described in the specifications and Buyer will wire payment within forty-five (45) days after pick-up from each. Proof of wired payment must be provided, when available. Payments made after 45 days may incur a finance charge.

Wired Payments:

ACH is the preferred method of Buyer payment.

Bank Name: Bank of New York  
ABA Number: 021000018  
Account Number: 6301374524  
Account of: CECONY Miscellaneous Accounts Receivable

The bank address is:

Bank of New York  
101 Barclay St., 19W  
New York, NY 10286

Buyer must include in its wiring documents, the following: the sales agreement number, Buyer's company name, and the pickup date/s for which payment is being made.

To insure payment of invoices, the Buyer will maintain an irrevocable Letter of Credit in the amount specified in Con Edison's Invitation for Bids or Request for Proposals, issued by a bank acceptable to Con Edison, with Consolidated Edison Company of New York, Inc., listed as the beneficiary. The Letter of Credit will be issued will be held in effect from the starting date of the Contract through 60 days past the expiration date of the Contract and the cost of maintaining the Letter of Credit will be paid by the Buyer. Con Edison will have the right to draw against the Letter of Credit for any invoiced amount unpaid on its due date. In the event that the Letter of Credit is invoked by Con Edison, the Buyer will have the full amount of the original Letter of Credit immediately restored.

Buyer agrees that should suit be instituted to collect any unpaid balances due and owing under the Contract, Buyer shall reimburse Con Edison for its costs and expenses
of collection, including, but not limited to, reasonable attorneys’ fees.

6. **Taxes.** The price does not include any federal, state or local sales, use, excise or other similar tax which may now or hereafter be applicable to the sale by Con Edison of the goods furnished hereunder, and Buyer agrees to pay or reimburse Con Edison for any such tax. Con Edison will accept properly completed exemption certificates for any tax from which the Buyer claims exemption. The Buyer will submit to Con Edison its New York State Sales Tax Exemption Certificate Number. In addition, the Buyer will submit a copy of Form ST-120, “Resale Certificate”, covering this sale. A blanket certificate will be accepted.

7. **Buyer’s Performance.**

   **A.** Con Edison shall issue one or more Release Orders, as appropriate. Buyer shall remove the released goods promptly after receipt of each Release Order but no later than three business days after receipt of said Release Order. Buyer acknowledges and agrees that failure to remove goods within ten business days after release shall be evidence of and shall constitute abandonment of the goods purchased hereunder, entitling Con Edison on two days’ written notice to dispose of the goods in any manner it sees fit. Buyer shall have no recourse against Con Edison and hereby waives any right or remedy it may have in law or in equity for recovery of the property, or any claim for damages.

   **B.** Buyer is responsible, at its sole expense, for required transportation, processing and de-reeling charges and for removal of all material and return of empty reels. This includes all requirements associated with shipping manifests and/or bill of lading. Timely removal of the material is a material part of this agreement. The Buyer must remove material in accordance with the Con Edison site’s requirements.

   **C.** Buyer will maintain all required permits, licenses, and certifications, including without limitation, all environmental and waste-related permits and licenses, certifications and permits required by Federal, State, and Local Departments of Transportation (inclusive of M Endorsement for all New York located vendors). If requested by Con Edison during the term of the Contract, Buyer shall submit to the Con Edison field organization requesting the services, copies of all current and applicable federal, state and local permits needed in the performance of the Contract. Con Edison shall have the right to immediate termination of the Contract for material default if Buyer fails to meet these requirements at any time.

   **D.** Weight and Removal of Scrap Metals. The weight of metals in the scrap sold hereunder shall be determined in accordance with Con Edison’s specifications.

   **E.** Testing and Treatment of Scrap Metals and other Materials. Buyer will perform testing on samples in accordance with Con Edison’s specifications and instructions.
F. Prohibitive Materials. Buyer should not take, or work with, any scrap metal or other materials if they fall into a prohibitive materials category as set forth in Con Edison’s specifications. Should any material inadvertently be taken or handled by Buyer, Buyer shall follow the relevant procedures outlined in the Con Edison specifications.

G. Analysis of Waste, Transporters and Disposal Facilities and Certificates of Disposal. Sampling and analysis of waste will be handled in accordance with Con Edison’s specifications and instructions. All wastes, including without limitation, PILC cable pieces, if any, must be managed at Con Edison approved waste treatment, storage and disposal facilities that are licensed and willing to accept such wastes. All waste removal and disposal must be performed in accordance with Con Edison specifications and instructions and all waste transporters must be approved by Con Edison. Buyer must furnish Con Edison with signed copies of manifests and certificates of disposal in accordance with Con Edison specifications and instructions.

G. Removal of Scrap Metals. All scrap material which is made available for sale will be removed as directed by Con Edison. Each week, Con Edison will notify the Buyer by telephone of the estimated quantity to be removed from each location and the day upon which it is to be picked up.

H. Return of Con Edison Property. The Buyer will return all Con Edison owned property (excluding steel cable reels covered in paragraph I below) to the designated locations for which they are assigned after the item(s) is received. This should be done no later than forty-five (45) days after pick-up from Con Edison.

I. Return of Steel Cable Reels. The Buyer will return all empty returnable reels received directly back to General Cable and/or Con Edison within forty-five (45) days. General Cable’s reels (painted Blue) should be returned directly to General Cable, not back to Con Edison. Con Edison’s cable reels (painted Copper/Brown) should be returned to the Astoria cable yard or directly to the cable yards throughout the boroughs as requested. Reel returns are to be in full truck load quantities if at all possible. There should never be more than two full truck loads of empty reels at Buyer’s site before requesting a pick-up from General Cable and/or Con Edison.

General Cable contact for empty reel returns, General Cable Reels (Blue):

Primary
Brenda Bolen
1453 South Washington Street, DuQuoin, IL 62832
Phone: 618-542-4761 ext 268  Email: BBolen@genericable.com

Backup
Sherrie Taylor
1453 South Washington Street, DuQuoin, IL 62832
Phone: 618-542-4761 ext 269  Email: sltaylor@genericable.com
Con Edison contact for empty reel returns for Con Edison Reels (Copper/Brown):

Andy Rizzo
31-01 20th Ave (Bldgs. 136 & 137), Astoria, NY 11105
Phone: (718) 204-4324    Email: RIZZOA@coned.com

J. Returnable Reel Documentation. The Buyer will document the number of returnable reels and the individual reel number(s) that are being returned to General Cable and/or Con Edison. This documentation will be sent directly to the following personnel at Con Edison and General Cable via email as the return shipments are established:

Con Edison (Astoria)
Ray Paquette
31-01 20th Ave (Bldgs. 136 & 137), Astoria, NY 11105
Phone: (718) 204-4379    Email: paquetter@coned.com

Andy Rizzo - See contact information above

General Cable
Brenda Bolen – See contact information above

K. Returnable Reel Damage. At no time is it acceptable for a cable reel to be flipped over on to its side. All reels should remain standing in an upright position. Reels are easily damaged when they are flipped over and costly to repair. Con Edison maintains the right to charge for this damage when determined to be caused by the scrap cable vendor. Damaged reels should never be scrapped. Reels should always be returned to General Cable and/or Con Edison regardless of the extent of damage. Con Edison maintains the right to charge a fee of up to $1500 per damaged reel when determined to be caused by the Buyer or Buyer’s contractors.

8. No Warranties. The goods furnished by Con Edison are sold as is, where is. Any description of the goods contained in any document relating to this sale is for reference purposes only and is not intended to be construed as a warranty relating to condition or completeness. EXCEPT FOR WARRANTY OF TITLE, NO WARRANTIES SHALL APPLY, WHETHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR WARRANTIES BASED ON COURSE OF DEALING OR TRADE USAGE.

9. Assignment. The Buyer shall not assign the Contract or any of its rights under the Contract without the prior written consent of Con Edison, and any assignment made without such consent shall be void.

10. Indemnification. The Buyer agrees to defend, indemnify and save Con Edison,
its trustees, officers, employees, representatives and agents harmless from all claims, damage, loss and liability, including costs and expenses, legal and otherwise, for injury to or the death of persons or damage to property, including the property of Con Edison, resulting, in whole or in part, from, or connected with, the performance of the Contract by the Buyer, any subcontractor hereunder, their agents, representatives or employees, or the possession, transportation, storage, installation, maintenance, operation, use or disposal of the material following its removal from the Con Edison site, or other use or disposition of the goods purchased hereunder.

11. **Insurance.** Buyer shall, at its own expense, procure and maintain the following insurance (and such other limits and additional insurance as may be required by the Contract) until completion and acceptance of performance hereunder, and thereafter to the extent stated below, with not less than the monetary limits specified. The insurance shall be placed with insurance companies acceptable to Con Edison.

   A. **Employment related insurance**

      (i) **Workers’ Compensation Insurance** as required by law.

      (ii) **Employers’ Liability Insurance**, including accidents (with a limit of not less than $1,000,000 per accident) and occupational diseases (with a limit of not less than $1,000,000 per employee).

      (iii) Where applicable, insurance required by the United States Longshoremen’s and Harbor Workers’ Act, the Federal Employers’ Liability Act, and the Jones Act.

   B. **Commercial General Liability Insurance**, including Contractual Liability, with limits of not less than $5,000,000 per occurrence for bodily injury or death and not less than $1,000,000 per occurrence for property damage or a combined single limit of not less than $5,000,000 per occurrence and, for at least three (3) years after completion of performance hereunder, Products/Completed Operations Liability Insurance with similar but separate and independent limits. The required limits may be met with a combination of primary and excess liability policies. The insurance shall be in policy forms which contain an “occurrence” and not a “claims made” determinant of coverage. (If the equipment delivered or any part of the performance hereunder involves Con Edison’s gas or steam system or boiler controls, the insurance procured and maintained by the Buyer shall be for not less than $7,500,000 per occurrence for bodily injury or death and $5,000,000 per occurrence for property damage or a combined single limit of not less than $7,500,000 per occurrence.) Policy deductibles shall be subject to Con Edison’s prior written approval.

The insurance shall contain no exclusions for explosion, collapse of a building or structure, or underground hazards. The insurance policy or policies shall name Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. as additional insureds with respect to the performance.
hereunder and completed operations. There shall be no exclusion for claims by Buyer’s or any subcontractor’s employees against Con Edison or O&R based on injury to Buyer’s or any subcontractor’s employees.

C. Commercial Automobile Liability Insurance, covering all owned, non-owned and hired automobiles used by the Buyer or any subcontractors, with a combined single limit of not less than $1,000,000 per accident for bodily injury or death and property damage.

Buyer shall, and shall cause any subcontractor to, furnish Con Edison with written notice at least ten (10) days prior to the effective date of cancellation of the insurance or of any changes in policy limits or scope of coverage. All coverage of additional insureds required hereunder shall be primary coverage and non-contributory as to the additional insureds. All insurance required hereunder shall contain a waiver of subrogation in favor of the additional insureds.

At least three days prior to commencing performance hereunder Buyer shall furnish Con Edison with copies of the policies specified in paragraphs B of this Article and Certificate(s) of Insurance covering all required insurance, signed by the insurer or its authorized representative, certifying that the required insurance has been obtained and will not be cancelled or altered without at least ten (10) days’ prior written notice to Con Edison. Such certificates shall state that the policies have been issued and are effective, show their expiration dates, and state that Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc. and Consolidated Edison, Inc. are additional insureds with respect to all coverages enumerated in paragraph B of this Article with respect to the performance hereunder and completed operations. Con Edison shall have the right, upon request, to require the Buyer to furnish Con Edison with a copy of the insurance policy or policies required under paragraphs A and C of this Article.

To the fullest extent allowed by law, Buyer agrees that this is an insured contract and that the insurance required herein is intended to cover each of Con Edison and O&R for its own liability for negligence or any other cause of action in any claim or lawsuit for bodily injury or property damage arising out of the performance hereunder.

For purposes of interpretation or determination of coverage of any policy of insurance or endorsement thereto, Buyer shall be deemed to have assumed tort liability for any injury to any employee of Buyer, Con Edison or O&R arising out of the performance of the work, including injury caused by the partial or sole negligence of Con Edison or O&R and notwithstanding any statutory prohibition or limitation of Buyer’s contractual obligations hereunder.

Certificates of insurance identifying the Contract shall be sent to:

Consolidated Edison Company of New York, Inc.
4 Irving Place, 17th Floor

~ 7 ~
12. **Termination for Convenience.** Con Edison may for any reason whatsoever, including its own convenience, by written notice to the Buyer terminate all or any part of the undelivered or unperformed portion of the Contract, in whole or in part, without liability to the Buyer. Termination shall not relieve the Buyer of any obligation arising out of released goods prior to termination. Upon notice of termination, Buyer will promptly remove its containers from Con Edison’s premises. In no event shall Con Edison be liable to the Buyer for damages of any kind arising out of the termination or for lost profit, unrecovered or increased overhead or lost opportunities to obtain other purchases or otherwise.

13. **Cancellation for Default.** In the event the Buyer is in default of any of its obligations under the Contract, Con Edison shall have the right, by written notice to Buyer, to cancel the Contract, in whole or in part, for such default. Buyer shall be deemed to be in default hereunder if Buyer is in default of any of its obligations under the Contract or Buyer by statement or conduct indicates that it will not perform one or more of such obligations (whether or not the time has yet arrived for performance thereof). In the event of cancellation for default hereunder, Con Edison shall have all rights and remedies provided by law and under the Contract. In addition, in such event Con Edison may retain from any deposit or other security an amount which Con Edison determines is adequate to cover all damage resulting from Buyer's default. In the event that Buyer demonstrates that a cancellation of the Contract for default is erroneous, the cancellation shall, at Con Edison's option, be withdrawn or be deemed to have been issued as a termination for convenience pursuant to Article 12 hereof, and the rights and obligations of the parties shall be governed accordingly.

14. **Title and Risk of Loss.** The Buyer shall take title to all scrap cable and associated recyclable and non-recyclable materials/wastes at the point and time that the Buyer initiates removal from a Con Edison facility or remote field location (e.g., Buyer initiates movement of the Buyer's roll-off onto the Buyer's vehicle). This title transfer stipulation in no way mitigates the contractual obligations of payment required by the Buyer. The title to returnable reels from cable will remain at all times with General Cable (blue reels) and Con Edison (copper/brown reels).

15. **Compliance with Laws.** The Buyer shall comply with all federal, state and local laws, executive orders, regulations and rules applicable at the time of performance. Without limiting the generality of the foregoing, the Buyer agrees to comply, as applicable, with the provisions contained in Appendix A hereto.

16. **Set-off.** Con Edison shall have the right to set-off against any sums due the Buyer hereunder any claims Con Edison may have against Buyer under the Contract or any
other contract between Con Edison and the Buyer without prejudice to the rights of the parties in respect of such claims.

17. **Conflicting Documents.** To the extent, if any, that the documents that may be incorporated in the Contract conflict with the typewritten provisions of the Notice of Award or the Standard Terms and Conditions of which this clause is a part, the typewritten provision of the Notice of Award and these Standard Terms and Conditions shall take precedence and govern. In any instance where there is a conflict or inconsistency between a typewritten provision of the Notice of Award and the Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence and govern unless the typewritten provision or any special condition incorporated by reference therein expressly refers by number and title to the conflicting or inconsistent clause and states that it does not apply, in which case the typewritten provision shall take precedence and govern. In the event that the Buyer's offer is referred to in the Notice of Award, in any instance where any terms of the offer are in conflict or inconsistent with other provisions of the Contract, unless there is a clear statement to the contrary herein, said other provisions shall take precedence and govern.

All rights and remedies provided by the Contract shall, unless otherwise specified herein, be deemed to be cumulative so as to exist in addition to one another and to any other rights and remedies provided by law. The titles of the articles of the Contract are for convenience only and shall not be construed to limit or qualify the meaning of any article or section thereof.

18. **Waiver.** Neither the acceptance of any payment for goods nor any performance by Con Edison of any of the Buyer's duties or obligations nor any failure of Con Edison to insist on strict performance by the Buyer of the Contract terms or to otherwise assert its rights in any one or more instances shall constitute a waiver by Con Edison of such performance, terms or rights, either then or for the future. No cancellation or rescission hereof, in whole or in part, because of breach hereof shall be deemed a waiver of any money damages to which Con Edison may be entitled because of said breach. Any waiver shall be effective only if in writing and signed by Con Edison's authorized representative, and only with respect to the particular event to which it specifically refers.

19. **Entire Agreement.** The Contract, as it may be amended in accordance with Article 3 hereof, contains the entire agreement between Con Edison and the Buyer. If any article or provision of the Contract is or becomes legally invalid or unenforceable, the remainder of the article and the Contract shall not be affected thereby. Any prior or contemporaneous, oral or written, understandings or agreements relating to the subject matter of the Contract are merged herein.

20. **New York Law.** The Contract shall be construed, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of New York.

21. **Protection of Persons and Property; Notice of Accidents**
A. When the Buyer's performance hereunder entails the presence of Buyer on Con Edison's premises for any purposes, the Buyer shall ensure at all times that every reasonable precaution is taken to protect persons and property. The Buyer shall, and shall cause any subcontractor, their agents, servants and employees, while on or about Con Edison's premises, to observe and comply with all fire, safety, hazard, "No Smoking", and other rules and regulations prescribed by Con Edison or legally in effect at the time. The Buyer shall promptly report in writing to Con Edison all accidents whatsoever, arising out of or in connection with any performance of the Contract on or adjacent to Con Edison's premises, which result in death, injury or property damage, giving full details and statements of witnesses. In addition, if death or serious injury or serious damage to property is caused, the Buyer shall immediately orally report the accident to Con Edison.

B. If at any time or place a third party suffers personal injury (including death) or property damage for which the Buyer is legally liable, no provision of the Contract shall be construed as an agreement by Con Edison to assume all or any part of such liability or, if Con Edison is named or joined in any legal action or proceeding in connection therewith, to preclude, prejudice or limit Con Edison's right to receive indemnification or contribution from the Buyer.

22. Limitation of Liability. Neither Con Edison nor its employees or agents shall be liable to the Buyer in contract, tort (including negligence and strict liability) or otherwise for loss of use of goods or facility, expenses involving cost of capital, loss of profits or revenues, cost of repair, claims of any customer of Buyer, or any special, incidental, indirect or consequential loss or damage whatsoever. In any event, the total cumulative liability of Con Edison, whether in contract, tort (including negligence and strict liability) or otherwise, arising out of this Contract shall be limited to the total price paid by Buyer under this Contract.

23. Submission to Jurisdiction/Choice of Forum

A. The Buyer hereby irrevocably submits to the jurisdiction of the courts of the State of New York with regard to any controversy arising out of or relating to the Contract. The Buyer agrees that service of process on the Buyer in relation to such jurisdiction may be made, at the option of Con Edison, either by registered or certified mail addressed to the Buyer at the address shown in the Contract or at the address of any office actually maintained by the Buyer or by actual personal delivery to the Buyer. Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of a basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it may be properly served in a different manner.

B. The Buyer consents to the selection of the New York State and the federal
courts situated within the City of New York or Westchester County as the exclusive forums for any legal proceeding arising out of or relating to the Contract.

24. **Right to Audit**

   **A.** The Buyer will maintain detailed books, records and accounts covering the quantities received and the amounts recovered from processing of any material purchased under the resulting Contract. These said books, records and accounts shall be made available for inspection and audit by Con Edison and its authorized representatives during the term of the Contract and for a period of six (6) years after final payment under the Contract. If audit discloses that Con Edison should receive payment for additional quantities of material above those previously billed then the Buyer will promptly after demand make such payment at the prices contained in the Contract plus interest.

   **B.** Con Edison and its authorized representatives, including without limitation, a duly appointed metal assayer, shall be allowed to audit the site at any time during term of the Contract. The supplier will make materials, containers, cables, reels, hoppers and in-process product available upon request from Con Edison. Con Edison has the right to terminate the Contract should any deviation from the Contract be found from such audit.