



## **SPECIAL CONDITIONS OF PURCHASE – BASIC ORDERING AGREEMENT**

### **1. Nature of Agreement**

The Purchase Order shall constitute a basic ordering agreement. No goods or services are purchased merely by issuance of the Purchase Order. A purchase is made when an agreement for specific goods or services is issued by Orange & Rockland Utilities pursuant to these Special Conditions and the contractor does not, within one (1) day of issuance thereof, notify Orange & Rockland by telephone, confirming such notice promptly in writing, that the will **not** supply the goods or services agreed upon. The Contractor shall, unless it so notifies Orange & Rockland, be obligated to furnish the goods or services in accordance with the terms of the release and the Purchase Order, including these Special Conditions.

### **2. Releases for Goods or Services**

Orange & Rockland shall issue work requests for specific quantities of goods or services to be furnished under the Purchase Order. The contractor will promptly, in writing, confirm acceptance of work requests made by telephone. Acceptance may also be made by facsimile (fax) or electronic data interchange (EDI) transmission.

### **3. Terms and Conditions**

All releases issued hereunder are subject to the terms and conditions of the Purchase Order. In the event of conflict between the Purchase Order and any release, the terms and conditions of the Purchase Order shall govern.

### **4. Estimates**

Any estimates contained in the Purchase Order of quantities of goods or services are inserted solely for the convenience of Orange & Rockland and do not represent the amount, or even the approximate amount, of the quantities of goods or services Orange & Rockland will release hereunder. Orange & Rockland shall incur no liability whatsoever in respect of any goods or services not expressly released.

### **5. Status Reports**

The contractor shall deliver to Orange & Rockland not later than the tenth day of each month a report of releases filled during the previous month under this basic ordering agreement. Each report shall include (i) copies of all work request received and (ii) the amount billed for that month, the total amount paid through that month, and the total amount due and not yet paid through that month for request previously filled.

### **6. Price Limit**

The contractor shall not deliver the goods or perform the services specified on any request if the price thereof together with the price of all such previous request issued hereunder exceeds the total expenditure authorized by the Purchase Order unless and until that amount has been increased by means of a duly executed supplement to the Purchase Order. The contractor shall inform Orange & Rockland in writing when the total price of goods or services requested reaches 75% of the maximum expenditure authorized by the Purchase Order.

### **9. Completion of Performance**

All work request during the effective period of the Purchase Order and not completed within that time shall be completed by the contractor within the time specified in such work request, and the rights and obligations of the Contractor and Orange & Rockland respecting those work request shall be governed by the terms of the Purchase Order as if such request had been completed during the effective period of the Purchase Order.