

GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are made a part of and incorporated within all Central Hudson Gas & Electric Corporation's Purchase Orders.

1. INTERPRETATION. The terms and conditions contained in this Purchase Order shall govern the rights, remedies and obligations of the named Vendor/Supplier (hereinafter referred to as "Seller") and Central Hudson Gas & Electric Corporation (hereinafter referred to as "Purchaser") as to the goods and/or services identified in this Purchase Order, and no other representations, understandings, agreements, reservations or disclaimers, whether oral or written, or express or implied, including any which may be contained in Seller's quotation, acknowledgment, sales order or invoice, shall apply to the transaction to which the Purchase Order relates. If there is a conflict or inconsistency between a specific provision in this Purchase Order and a provision contained in these General Terms and Conditions, the specific provision shall take precedence.

2. CONFIRMATION OF ACCEPTANCE. Seller's commencement of work on the goods and/or materials (hereinafter collectively referred to as "goods") which are the subject of this Purchase Order, or Seller's shipment of such goods, whichever shall first occur, or Seller's commencement of the work or services (hereinafter collectively referred to as "services") which are the subject of this Purchase Order, shall be deemed to be automatic acceptance by Seller of this Purchase Order and of these General Terms and Conditions. Delivery of goods must comply with any and all instructions stated on the Purchase Order document. Any attempt by Seller to vary, modify or amend this Purchase Order or these General Terms and Conditions in any manner is hereby rejected and shall be of no force or effect. Any variation, modification or amendment of this Purchase Order or these General Terms and Conditions must be approved in writing by an authorized officer of Purchaser. Upon acceptance by Seller of this Purchase Order as submitted by Purchaser, this Purchase Order shall become a valid and binding agreement between the parties.

3. SAFETY DATA SHEET. As required by OSHA 29CFR 1910.1200, a Safety Data Sheet (SDS) shall be provided by Seller for all applicable materials being purchased.

4. INSPECTION OF GOODS. Final inspection of the goods purchased hereunder shall be by Purchaser at Purchaser's premises. Payment by Purchaser for the goods delivered hereunder shall not constitute acceptance thereof. Purchaser shall have the right to inspect such goods and to reject any or all defective or non-conforming goods, or those supplied in quantities greater than provided for in this Purchase Order. Such defective or non-conforming goods, or those supplied in excess of the quantities called for may, at the election of Purchaser, be returned to Seller at Seller's expense. Such expense shall include, but not be limited to, expenses relating to unpacking, examining, handling, repacking and reshipping such goods. Alternatively, Purchaser may require Seller, at Seller's expense, to remove from Purchaser's premises defective or non-conforming goods, or those supplied in excess of the quantities ordered in writing. In the event Purchaser receives goods whose defects or non-conformity are not immediately apparent on examination, Purchaser reserves the right to require replacement, as well as payment of any applicable damages, within a reasonable period of time following Purchaser's discovery of any such defect or non-conformity. No inspection, acceptance of any part or all of the goods, or payment shall relieve Seller from full responsibility for furnishing goods conforming to the requirements of this Purchase Order, nor prejudice any claim, right or privilege Purchaser may have for defective or unsatisfactory goods, delays in delivery or other non-compliance with this Purchase Order.

5. TAXES. All applicable sales or use taxes payable by Purchaser shall be separately identified on the face of this Purchase Order. Any such taxes not so identified shall be deemed to be included in the stated purchase price.

6. PRICE INCLUSIVE. Unless otherwise stated in this Purchase Order, the stated purchase price shall include all duties, taxes, levies, freight charges, packing charges, insurance charges, installation charges and any other charges whatsoever in connection with the goods and/or services. Seller shall provide all properly completed customs invoices, declarations and evidence of export/import as well as such operating and maintenance manuals as may be reasonably required by Purchaser.

7. PAYMENT. Unless otherwise specified in this Purchase Order, payment of Seller's invoice shall be due 30 days after receipt by Purchaser, provided Purchaser does not otherwise contest the amount of such invoice in good faith. In the case of any services performed on Purchaser's property, payment shall not be due until Seller has delivered such releases or waivers of all claims for mechanics' and materialmans' liens as Purchaser may reasonably require.

8. TERMINATION FOR CONVENIENCE OF PURCHASER. Purchaser reserves the right to terminate this Purchase Order, or any part thereof, at any time for Purchaser's sole convenience and in its sole discretion by delivering to Seller a written notice of termination. Such termination shall be effective upon Seller's receipt of such notice. Upon receipt of any such notice of termination, Seller shall immediately stop all work hereunder, and shall immediately cause all of its suppliers or subcontractors to cease all work related to this Purchase Order. In the event of such termination for convenience, Purchaser shall pay Seller a reasonable termination charge based upon a percentage of the Purchase Order price reflecting the percentage of the work performed or materials or goods supplied and accepted by Seller prior to receipt of such notice of termination, plus Seller's actual, verifiable direct costs incurred in closing-out such work, less the reasonable recoverable value in respect of any fully or partially completed goods which Seller could reasonably obtain from a third party. Seller shall not be paid for any work undertaken or materials or goods supplied after receipt of such notice of termination, or for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided.

9. TERMINATION FOR CAUSE. Purchaser may terminate this Purchase Order, or any part thereof, at any time for cause by delivering to Seller a written notice of termination. Such termination shall be effective upon Seller's receipt of such notice. For the purposes of this Section, "cause" shall exist if Seller defaults in the observance or performance of, or fails to comply with any of the terms, covenants or conditions of this Purchase Order which are required to be observed or performed by Seller, or otherwise fails to comply with or breaches any of the terms, covenants or conditions of this Purchase Order. In addition, "cause" shall also exist in the event that there are late deliveries, or deliveries of goods or provisions of services which are defective or which do not conform to this Purchase Order, or in the event that Seller, for whatever reason, fails to provide Purchaser, upon request, with adequate assurance of due performance by Seller. In the event of any such termination for cause, Seller shall be liable to Purchaser for any and all damages sustained or expenses incurred by Purchaser by reason of the default which gave rise to such termination.

10. WARRANTY. Seller expressly warrants that all goods furnished and/or services provided under this Purchase Order shall conform to all Seller or manufacturer specifications and applicable standards, or to any plans, specifications or standards provided by Purchaser. Seller expressly warrants

that Seller has good and marketable title to all goods furnished hereunder and has the right to transfer title to such goods to Purchaser free of all liens and encumbrances, and that all such goods will be new and will be free from defects in material or workmanship. Seller warrants that all such goods and/or services will conform to the specifications, drawings and any statements made by Seller or the manufacturer in advertisements for such goods and/or services. Seller warrants that all such goods will conform to any statements made on the containers or labels on such containers, or advertisements for such goods and that any such goods will be adequately contained, packaged, marked and labeled. Seller warrants that all goods furnished hereunder will be merchantable and will be safe and appropriate for the purpose, and fit for the use, for which such goods are normally used. If Seller knows or has reason to know the particular purpose for which Purchaser intends to use such goods and/or services, Seller warrants that such goods and/or services will be fit for such particular purpose. Seller warrants that goods furnished hereunder will conform in all respects to any samples provided by Seller to Purchaser. Seller warrants that neither the goods, services nor use thereof shall infringe on any existing or pending patent, copyright, trademark, trade name, invention or process of manufacturing or other intellectual property right. Purchaser's inspection, testing, acceptance or use of, or payment for, the goods and/or services furnished hereunder shall not affect the Seller's obligation or liability under the warranties made herein, and the warranties made herein shall survive any inspection, testing, acceptance, use or payment by Purchaser. Seller's warranties shall benefit and be enforceable by Purchaser, its successors and assigns. Seller agrees to replace or correct defects in any goods and/or services not conforming to the warranties made herein, without expense to Purchaser, when notified of such non-conformity by Purchaser, provided Purchaser elects to provide Seller with the opportunity to do so. In the event of failure of Seller to so correct defects in or to replace non-conforming goods and/or services promptly, Purchaser, after reasonable notice to Seller, may make such corrections or replace such goods and/or services and charge Seller for the cost incurred by Purchaser in so doing. There shall be available to Purchaser, in addition to and not in lieu of the foregoing warranties, any rights, remedies and warranties available at law or in equity.

11. FORCE MAJEURE. Purchaser is not responsible for any project, contract, and/or work stoppage, damages or delay in performance and/or lack of performance due to causes beyond Purchaser's control, including, but not limited to, acts of God, fire, terrorism, war (declared or undeclared), epidemics, material and/or labor shortages, insurrection, acts (or omissions) of Seller, its contractors or their employees, servants, subcontractors, suppliers or agents, or any act (or omission) by any governmental authority, strikes (including strikes by Purchaser's employees, by third-party owners, third-parties, servants, principals, subcontractors and/or agents), labor disputes, transportation, material and/or labor shortages, or vendor non-performance. At Purchaser's election and on notice to Seller, the delivery or performance date set forth in this Purchase Order may be extended for a period equal to the time lost by reason of any such delay, plus such additional time as Purchaser deems reasonably necessary to overcome the effect of any such delay.

12. INDEPENDENT CONTRACTOR. In the event that this Purchase Order requires or contemplates performance of work or services to be done by Seller, Seller's employees, or persons under contract to Seller, Seller agrees that all such work or services shall be performed by Seller as an independent contractor, and that the persons undertaking such work or services shall all be considered to be independent contractors and such persons shall not be considered employees of the Purchaser for any purpose. To the fullest extent permitted by law, Seller shall indemnify and save harmless and, at Purchaser's option, defend Purchaser, and its directors, officers, employees, agents and customers, from and against any and all claims, including but not limited to claims for personal injury, wrongful death or property damage, causes of action, judgments, losses, costs and expenses (including attorney's fees) and

liabilities arising out of or resulting from any performance of work or services by Seller, its employees and/or contractors hereunder.

13. **INSURANCE**. In the event that this Purchase Order requires or contemplates performance of work or services to be performed by Seller, its employees, or persons under contract to Seller, Seller agrees that prior to the commencement of any such work or services to obtain from reputable insurers acceptable to Purchaser, and to maintain throughout the performance of such work or services, insurance of the types, amounts and coverages as are set forth on Purchaser's Form No. 302A, a copy of which has been provided to Seller and which can be found on the Purchaser's website at <https://www.cenhud.com/workingwithus/purchasingorderterms>. The insurance requirements in Form No. 302A are hereby incorporated by reference and made a part hereof. For purposes of said Form No. 302A insurance requirements, the term "Contractor" as contained therein shall refer to the "Seller" and the term "Owner" shall refer to "Purchaser". Prior to the commencement of any such work or services, Seller shall deliver to Purchaser duly executed copies of the applicable certificates of insurance referred to in Form No. 302A. Additionally, Seller and its agents, officers, employees and subcontractors shall comply with all of Seller's plant site rules and all safety and security regulations, and shall take all necessary precautions to prevent the occurrence of any injury to person or property during the performance of the work or services.

14. **INDEMNIFICATION**. To the fullest extent permitted by law, Seller shall indemnify and hold harmless Purchaser and its directors, officers, agents, employees and affiliates including CH Energy Group, Inc. and Fortis Inc. (hereinafter collectively referred to as "Indemnified Parties") from and against any loss, damage, liability, causes or action, judgments, costs and expenses (including reasonable attorneys' fees), fines and penalties incurred by or asserted against the Indemnified Parties relating to or on account of damage to property and/or injuries, including death, to all persons, including Seller's or Purchaser's employees or contractors, resulting from, arising or in any manner growing out of the acts or omissions of Seller, its employees and/or contractors and/or their performance of any work or services or the supplying of any goods or materials or performing any services under this Purchase Order and, at Purchaser's option, shall defend, at Seller's own expense, any suits or other proceedings (including claims that Seller's goods or materials infringe upon any United States Letters Patent or Trademarks), brought against Indemnified Parties, or any of them, on account thereof, and shall pay all costs and expenses (including reasonable attorneys' fees) and satisfy all judgments which may be incurred by or rendered in connection therewith.

15. **SET-OFF**. All claims for monies due or to become due from Purchaser hereunder shall be subject to deduction or set-off by Purchaser by reason of any claim arising out of this Purchase Order or any other transaction Purchaser may have with Seller. Seller hereby irrevocably and unconditionally waives all right of set-off that Seller may have under contract (including this Purchase Order), applicable law or otherwise with respect to any of Purchaser's property, funds or monies held by or in the possession of Seller.

16. **SHIPMENT**. If, in order to comply with Purchaser's required delivery schedule, it becomes necessary for Seller to ship by a more expensive means than specified in this Purchase Order, any increased transportation costs resulting therefrom shall be paid for by Seller unless the necessity for such expedited handling has been requested in writing by Purchaser.

17. DELIVERY. Purchaser's production schedules are based upon delivery of the goods/materials to the Purchaser and/or the performance of the services by the Seller by the date(s) specified on the face of this Purchase Order. TIME IS OF THE ESSENCE with respect to the delivery and/or performance date(s) specified in this Purchase Order, and if delivery of items or rendering of services is not completed by the time specified, Purchaser shall have the right to terminate this Purchase Order by notice, effective when received by Seller, as to items not yet received and/or services not yet rendered and to purchase substitute items or services from other sources and charge Seller with any loss or excess cost incurred thereby. Seller shall promptly pay any such losses or excess costs. Seller shall furnish Purchaser upon request a progress schedule showing the status of the manufacture of goods, the expected shipping date, and/or the progress in the performance of services.

18. DELAY OF DELIVERY. If Seller determines for any reason that Seller cannot meet the delivery and/or performance date(s) specified on the face of this Purchase Order, Seller shall promptly notify Purchaser in writing of such delay and the expected duration of same, but providing such notice shall not relieve Seller of its obligation to deliver and/or perform as required hereunder.

19. LIMITATION ON PURCHASER'S LIABILITY-STATUTE OF LIMITATIONS. In no event shall Purchaser be liable to Seller or any other person, firm or entity for loss of actual or anticipated profits, or loss of business or for any other special, incidental or consequential damages arising out of or relating to this Purchase Order or the performance, suspension, termination or breach thereof, whether based on principles of equity, contract, tort (including but not limited to negligence) or otherwise. Purchaser's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Purchase Order or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services, or the units thereof which gives rise to the claim. Purchaser shall not be liable for penalties of any type or description. No action resulting from or relating to any breach on the part of Purchaser as to the goods or services delivered hereunder, or otherwise relating to this Purchase Order, shall be commenced against the Purchaser or any Indemnified Party after the expiration of one year after the cause of action has accrued.

20. QUANTITIES. Shipments shall be in the amounts ordered by Purchaser as reflected in this Purchase Order unless otherwise agreed in writing by Purchaser.

21. CHANGES. Purchaser shall have the right to make, from time to time on written notice to Seller but without notice to any sureties, factors or permitted assignees, changes as to packing, testing, destinations, specifications, designs, and delivery schedules set forth in this Purchase Order. Seller shall immediately notify Purchaser of any increases or decreases in costs caused by any such changes, and an equitable adjustment in prices or other terms hereof shall be agreed upon in a written amendment to this Purchase Order.

22. ROUTING INSTRUCTIONS. Any losses which occur or accrue as a result of Seller's deviation from Purchaser's routing instructions shall be the sole responsibility of Seller.

23. EVIDENCE OF SHIPMENT. Seller shall forward to Purchaser, with the invoice, the express receipt or bill of lading, signed by the carrier, evidencing the fact that shipment has been made

24. SPECIFICATIONS, POLICIES AND GUIDELINES. Any specifications, drawings, notes, instructions, engineering notices, or technical data expressly referred to in this Purchase Order shall

be deemed to be incorporated herein by reference as if fully set forth herein. Additionally, Seller shall be subject to and agrees to abide by any and all of Purchaser's policies and guidelines as set forth on Purchaser's website (www.cenhud.com).

25. TITLE TO DRAWINGS AND SPECIFICATIONS. Purchaser shall at all times retain title to all drawings and specifications furnished by Purchaser to Seller and intended for use in connection with this Purchase Order. Seller shall use such drawings and specifications only in connection with this Purchase Order, and shall not disclose such drawings and specifications to any person, firm or entity other than Seller's employees and subcontractors, for use solely in connection with this Purchase Order, or to governmental inspectors upon request therefor. Seller shall, upon Purchaser's request or upon completion of this Purchase Order, promptly return all drawings and specifications to Purchaser.

26. TITLE. Except as otherwise provided in this Purchase Order, title to the goods or materials described in this Purchase Order automatically passes to Purchaser upon delivery of the said goods or materials to Purchaser's premises. . Notwithstanding any shipping arrangement specified in this Purchase Order, Seller shall have the risk of loss from any goods ordered hereunder until receipt of delivery and inspection and acceptance of such goods by Purchaser at the specified location, at which time title to and risk of loss shall pass to Purchaser as provided above.

27. CONFIDENTIAL INFORMATION. Any specifications, designs, patterns, samples or other similar items or other technical, commercial or financial information relating to Purchaser's business which Seller may obtain or which Purchaser may in any way disclose to Seller in connection with this Purchase Order, shall be deemed to be confidential and Seller shall not use any such information for its own purposes (other than for this Purchase Order), nor shall Seller disclose any such information to any person or firm except as may be specifically authorized in writing by Purchaser. Seller shall also execute Purchaser's standard confidentiality agreement which is incorporated herein by reference and is made a part hereof.

28. NO WAIVER. No act or omission on the part of Purchaser in connection with the transaction which is the subject of this Purchase Order, including, but not limited to, payment for any goods or services, the failure of Purchaser to assert any right or remedy available to it under or pursuant to this Purchase Order, or delay in exercising any right hereunder shall affect, or constitute a waiver of, any right or remedy of Purchaser contained in this Purchase Order or otherwise available to Purchaser at law or in equity. The remedies provided for in this Purchase Order are cumulative and are in addition to and not exclusive of any remedies available to Purchaser at law or in equity.

29. NOTICES. Except as otherwise provided herein, any notice, invoice or other communication which is required or permitted by this Purchase Order shall be in writing and shall be telecopied, transmitted by electronic mail, or sent by certified or registered mail, return receipt requested, or by recognized overnight delivery service, addressed to the respective parties at their addresses as set forth on this Purchase Order. Any such notice shall be deemed given, received and effective on the date received or refused by the addressee, except with respect to mailed notices which shall be deemed received and effective on the third day after mailing.

30. SEPARABILITY CLAUSE. Any provisions of this Purchase Order that are prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall not invalidate the remaining provisions hereof.

31. ENTIRE AGREEMENT. This Purchase Order, including these General Terms and Conditions and any documents referred to herein, constitute the entire agreement between the parties with respect to the subject matter of this Purchase Order and supersedes and cancels any prior arrangements or agreements, whether oral or written. No amendment or waiver of any provision of this Purchase Order, nor consent to any departure by either party therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto, and, in such event, any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

32. ASSIGNMENT. Seller shall be prohibited from delegating any duties under or assigning this Purchase Order or any rights or claims under this Purchase Order, unless Seller obtains the prior written consent of Purchaser, and any such attempted delegation or assignment without first obtaining such consent shall be null and void. Purchaser is under no obligation to consent to any request for such delegation or assignment. In the event that Purchaser does so consent, the assignee must agree to assume all of Seller's responsibilities hereunder, and Seller shall remain liable to Purchaser in the event such permitted assignee fails to perform pursuant to this Purchase Order. In the event of any assignment, all claims for monies due or to become due from Purchaser hereunder shall be subject to deduction by Purchaser for any set-off or claim arising out of this or any other of Purchaser's transactions with the Seller and/or the permitted assignee, whether such set-off or claim arose before or after any such assignment by the Seller.

33. VENUE AND GOVERNING LAW. This Purchase Order shall be governed by and construed in accordance with the substantive laws of the State of New York, without regard to the conflict of law principles thereof. Any legal action or proceeding with respect to this Purchase Order or any document related thereto shall be brought in the Supreme Court of the State of New York, Dutchess County, New York, and by execution and delivery of this Purchase Order and/or delivery of goods or commencement of services by Seller, Seller and Purchaser each hereby accepts for itself and in respect of its property, generally and unconditionally, the venue and jurisdiction of the aforesaid courts. Seller and Purchaser each hereby irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non-convenes, which it may now or hereafter have to the bringing of any such action or proceeding in such jurisdiction. Seller agree to accept service of process by certified or registered mail, return receipt requested, for any claim arising hereunder.

34. BINDING EFFECT. This Purchase Order shall be binding upon and inure to the benefit of Seller and Purchaser, and their respective successors and permitted assigns.

35. COMPLIANCE WITH LAWS. Seller warrants and agrees that all goods and services provided for hereunder shall comply with all applicable federal, state and local laws and regulations in force at the time of supply and/or performance including, without limitation, with all applicable occupational safety and health and environmental laws and regulations.

36. EQUAL OPPORTUNITY. This Purchase Order shall comply with the provisions of Executive Order 11246, entitled the "Equal Opportunity Rules and Regulations of the United States Secretary of Labor" relating thereto and with the provisions of the Equal Opportunity Clause and Certification of Non-Segregated Facilities. This Purchase Order shall further require that Seller comply with any and all other applicable federal and New York State Laws relating to equal opportunity and prohibiting discrimination.

The Equal Employment Opportunity Clauses set forth in 41 Code of Federal Regulations Chapter 60-1.4, 60-250.5 and 60-741.5 are hereby incorporated by reference.

The Executive Order 13201 Employee Notice Clause set forth in 29 Code of Federal Regulations Chapter 470 is hereby incorporated by reference.

With respect to Executive Order 13201 (Beck Notices), Seller shall comply with all provisions of said Executive Order and rules, regulations, and orders of the Secretary of Labor related to "Notification of Employee Rights Concerning Payment of Union Dues and Fees".

37. FACSIMILE, EMAIL SIGNATURE AND EXECUTION. This Purchase Order may be executed in one or more counterparts, each of which will be deemed an original copy of this Purchase Order and all of which, when taken together, will be deemed to constitute one and the same Purchase Order. The exchange of copies of this Purchase Order and of signature pages by facsimile transmission and/or email transmission shall constitute effective signature, execution and delivery of this Purchase Order as to the Parties and may be used in lieu of the original Purchase Order for all purposes including enforcement thereof and as evidence thereof any Court or tribunal. Signatures of the Parties transmitted by facsimile and/or email transmission shall be deemed to be their original signatures for all purposes including evidentiary or otherwise. It shall not be necessary to produce the original of this Purchase Order and any signed copy by fax or email transmission shall be enforceable against the Party against whom enforcement is sought, and the Parties hereby consent to the admissibility of such copy as evidence in any Court or tribunal.