

## EVERSOURCE ENERGY

### GENERAL TERMS and CONDITIONS

#### MATERIAL SALES ORDER

1. **WARNING - ASSUMPTION OF RISK - INDEMNIFICATION.** Buyer, recognizing that there is a possibility that flammable, toxic or other hazardous materials may have come in contact with and may be contained in the Equipment and/or Materials being sold hereunder, expressly assumes all risk of and responsibility for injury or damage to Buyer, its agents, employees, vendees, and subcontractors based on or arising out of ownership, possession, dismantling, removal, handling or use of the Equipment and/or Materials.

Buyer agrees to defend, indemnify and hold harmless Eversource Energy Service Company ("Seller"), a Connecticut corporation, for itself or as agent for its Affiliates, dba Eversource Energy, its subsidiaries and their officers, directors, trustees, agents and employees against any and all liabilities, injuries, penalties, demands and claims, causes of action, suits, losses, damages, costs and expenses which any of them may hereafter incur arising from the Equipment or Materials being sold hereunder. Buyer agrees to make full reimbursement for any damage to property or injury to persons which may arise from this Contract.

BUYER WAIVES ALL CLAIMS AGAINST SELLER FOR ANY AND ALL LIABILITIES, INJURIES, PENALTIES, DEMANDS AND CLAIMS, CAUSES OF ACTION, SUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARISING FROM THE EQUIPMENT OR MATERIALS BEING SOLD HEREUNDER.

2. **SALES - LIMITATION OF WARRANTY.** The Equipment and/or Material sold hereunder is sold "As Is" "Where Is" with all faults and defects. Buyer agrees that full opportunity was given to make inspection of Equipment and/or Material sold hereunder. Failure to inspect shall not constitute any grounds for any claim against Seller. Buyer is responsible for all costs and arrangements associated with dismantling (including labor and materials), loading, transporting, and removing from the Seller's site the Equipment and/or Material sold hereunder. The description of the Equipment and/or Materials set forth in the Materials Sales Order, including any drawings, diagrams or blueprints furnished to Buyer by Seller are for the sole purpose of identifying the Equipment and/or Material and DOES NOT CONSTITUTE A WARRANTY OR REPRESENTATION THAT THE EQUIPMENT AND/OR MATERIAL SHALL CONFORM TO SUCH DESCRIPTION OR ANY CONDITION REFERRED TO THEREIN. Seller warrants only title to the Equipment and/or Material. SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE EQUIPMENT AND/OR MATERIAL except that Seller hereby represents that Seller is the lawful owner of said Equipment or Materials; that it is free from all encumbrances; and that Seller has good right to sell the same.
4. **INSURANCE.** Unless otherwise agreed to, Buyer shall not move, load, transport or otherwise handle the Equipment and/or Material on Seller's premises without first having obtained the following Insurance coverage from insurance companies with AM Best rating of A- or better, and until certificates confirming such coverages have been furnished to and approved by Seller.
  - (i) Workers' Compensation - Statutory coverage and Employers Liability Insurance with limits of not less than \$1,000,000.00.
  - (ii) Commercial General Liability Coverage on Form CG 00 01 or its equivalent including Operations, Products and Completed Operations, Contractual Liability and Broad Form Property Damage Liability written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than \$2,000,000.00 per occurrence and annual aggregate.
  - (iii) Automobile Liability Coverage, including all owned, non-owned, and hired vehicles, with a combined single

limit for Bodily Injury and Property Damage of not less than \$2,000,000.00 per accident. If the Contractor is transporting any hazardous materials, a Pollution Liability Broadened Coverage for Autos endorsement must be added to the Business Automobile Policy by ISO endorsement CA 9948 3/06 or its equivalent and MCS-90.

- (iv) All policies contemplated in this section 4. Insurance, other than Workers' Compensation, shall be endorsed to include Seller, its Affiliates and their respective directors, officers, employees and agents, as additional insureds using ISO additional insured endorsement CG 20 10 11 85 or a substitute providing equivalent coverage for both ongoing and completed operations, if any as respects any and all third party bodily injury and/or property damage claims arising out of Buyer's operations hereunder.
  - (v) Buyer shall provide to Seller certificates to evidence such policies of such insurance and copies of all applicable endorsements (i) prior to taking possession of any equipment and (ii) at least fifteen (15) days before the expiration of the then current certificate of insurance.
  - (vi) The foregoing insurance coverage shall be primary and non-contributory to any other coverage available to Seller, and shall not be deemed to limit Buyer's liability under this Sales Order.
  - (vii) The foregoing insurance policies shall include a waiver of any right of subrogation of the insurers thereunder against the additional insureds thereunder, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under such policy.
5. **FORCE MAJEURE.** Neither party shall be liable to the other for loss or damage resulting from any delay or failure of a party to perform its contractual obligations due to circumstances beyond that party's control including but not limited to acts of God, war, riot, strikes, sabotage and actions of governmental authorities.
6. **INSPECTION.** Prior to taking possession of the Equipment and/or Material sold hereunder, Seller has given Buyer sufficient opportunity to inspect the Equipment and/or Material consistent with necessary safety precautions.
7. **SHIPMENT.** Buyer shall assume title to and risk of loss of the Equipment and/or Material at the time of commencement of dismantling, the time of shipment, or the time at which Buyer takes delivery, whichever occurs first in time.
8. **TAXES.** Buyer will reimburse Seller for any tax payable by Seller because of the sale of Equipment and/or Material hereunder including any Sales, Use and Gross Receipts Taxes. Any such tax may at Seller's option, be added to the price herein specified.
9. **ASSIGNMENT.** Buyer may not assign its rights hereunder without prior written consent of Seller.
10. **WAIVER.** No waiver by either party with respect to any breach or default of any right or remedy and not course of dealing shall be deemed to constitute a continuing waiver of any other breach or default of any other right or remedy.
11. **APPLICABLE LAW.** This Material Sales Order shall be construed under the laws of the State of Connecticut.
12. **ENTIRE AGREEMENT.** This contract constitutes the entire agreement between the Buyer and Seller and no other verbal or written prior communications shall be considered a part of this contract. Any Special Terms contained on the face of this Material Sales Order shall have priority over these General Terms and Conditions.