PURCHASE ORDER GENERAL TERMS AND CONDITIONS

DEFINITIONS:

"Company" means Aquarion Water Authority, a Connecticut Corporation.
"**Seller**" means the person or entity providing Goods or Services to the Company pursuant to this PO.
"**Goods**" means the products or other deliverables (e.g., parts, tools, materials, or equipment) provided by the Seller pursuant to this PO.
"**Facility**" means the Company location to which the Goods are to be delivered and/or related Services performed. **"Purchase Order" or "PO"** means the document issued by the Company for specific Work, whether entitled as a Purchase Order, Contract or otherwise. Any additional or conflicting terms and condition in Seller's confirmation thereof, or Seller's documentation, including invoices, are hereby expressly rejected and excluded from the PO, are inapplicable to the PO, shall not be considered part of the PO, and shall be of no force and effect.
"**Party**" means the Company or the Seller.
"**Parties**" means the Company and the Seller.
"**Services**" means those services and other activities to be performed by Seller pursuant to this PO.
"**Work**" shall mean the Goods and/or Services provided by Seller to Company pursuant to this PO.

SCHEDULE: Seller shall deliver the Goods or perform the Services purchased by Company to the location stated in the PO in accordance with the delivery dates and any schedule of performance provided in the PO, time being of the essence for each such delivery for which a date or a length of time is fixed for delivery.

ACCEPTANCE OF OFFER: Seller's shipment of Goods or commencement of Services shall be deemed acceptance of Company's offer to purchase on the express terms and conditions contained in this PO. If this PO shall be deemed an acceptance of a prior offer by Seller, such acceptance is limited to the express terms contained in this PO. Any proposal for additional or different terms or any attempt by Seller to vary in any degree any terms of this offer in Seller's acceptance is hereby rejected, but such proposal shall not operate as a termination of this PO unless such variances are in the terms of the description, quantity, price or delivery schedule of the Goods or Services, but shall be deemed a material alteration thereof, and the terms of this PO shall be deemed accepted by Seller without said additional or different terms.

ACCEPTANCE OR REJECTION OF WORK: Company shall have the right, but not the obligation, to inspect any Goods at the place of manufacture or distribution and upon receipt at its premises and review any Services performed, and may reject all or any part or commercial unit thereof that is defective, in breach of any warranty, or otherwise nonconforming to the PO. Seller shall bear the risk and cost of handling and return shipment of non-conforming Goods. Upon rejection, unless the Company has elected to cancel this PO, Seller shall, at Seller's sole cost and expense, promptly repair or replace any such defective or nonconforming Goods, or re-perform deficient Services. Acceptance of Work by the Company shall not apply to latent or other defects that could not have reasonably been discovered by an inspection. Payment before receipt or inspection does not constitute acceptance. Nothing in this provision shall alter or affect the right of the Company to revoke acceptance of Work, and nothing herein shall alter or affect the obligations of the Seller or the rights of the Company under the paragraph entitled "WARRANTY". Company reserves the right to return at Seller's expense any over shipments or items that deviate from the requirements of this PO. Seller shall make available for purchase by Company for a period of five (5) years an adequate supply of spare parts for all Goods supplied by, assembled or fabricated by Seller as part of the Work.

CHANGES: Company has the right to require Seller to make changes or additions ("Changes") to the Work that is of the character of the Work ordered hereunder to the extent such Changes are within the general expertise of Seller. Seller shall not commence or undertake any portion of any Work for which it contends that any extra compensation or schedule adjustment is or will be owed or due or payable, without prior written authorization from Company, and such authorization shall be required for payment of any extra compensation to, or adjustment of any schedule requirement for the benefit of, Seller. At no time shall the Work be delayed by Seller due to a dispute between the Parties concerning the cost or time required to accomplish a deletion, change or addition requested by either Party. All Changes shall be effective only upon Company's issuance of a written change order.

APPROVAL OF SPECIFICATION AND DESIGN: Approval of Seller's specifications, designs, plans, drawings or procedures ("Plans") by Company shall in no way reduce or modify Seller's obligation to meet the requirements of this PO. By such approval, Company in no way assumes any part of Seller's responsibility for acceptable Plans or for the satisfactory performance of resulting Goods furnished or Services performed in accordance with the Plans.

NOTICES: Unless Seller receives written notice to the contrary, Seller shall be entitled to deal only with the Company, except as may otherwise be specified with respect to billing and payments under the PO. Any notice or other communication given or furnished, or any action taken by the Company, as the case may be, making reference to this PO and given, furnished or taken in accordance herewith, shall be deemed to be notice given or communication furnished or action taken by the Company as listed in the "Primary Ship To" block on the first page of this PO.

TERMS OF PAYMENT: Invoices, accompanied by the express receipt or bill of lading confirming shipment, will be rendered within twenty-four (24) hours after shipment and will be accepted after shipment has been received. The price shall not exceed the last price quoted or charged, unless otherwise agreed to in writing. Discount period will be computed from the date of receipt of invoice, less reasonable time for mailing. Except as otherwise provided in this PO, the price shall include all applicable federal, state and local taxes in effect on the date hereof, and the Company shall be reimbursed to the extent any tax refund, credit or abatement is issued. The invoice must include the applicable PO number, line number and release number. Company shall pay all undisputed charges indicated in properly itemized and supported invoices for Work performed by Seller and accepted by Company in accordance with the terms of the PO, within thirty (30) days after receipt of invoice by

Company. If Company disputes a portion of an invoice, at Company's request Seller shall submit a revised invoice for the undisputed amount and Company shall pay such undisputed portion within thirty (30) days after receipt thereof.

SHIPPING, PACKING, AND MARKING: All Goods shall be packed, crated or otherwise suitably protected to withstand shipment to destination and/or storage. Unless otherwise specified in this PO, each package, crate or part shall be marked plainly with the name of the consignee, shipping destination, PO number, PO line number, PO release number (as applicable), storage and handling instructions and the Company's catalog ID number (if specified). Each package must contain a shipping list. Seller shall be liable for any difference in freight charges or damage to Goods caused by a failure to comply with the Company's instructions. If the purchase is not F.O.B. destination, freight charges will be paid only up to an amount not exceeding freight rates from shipping point designated in the PO to the destination. Goods shall be labeled per applicable OSHA Standard including, material identity, appropriate hazard warnings, and the name and address of the manufacturer or Seller shall be contained on a Material Safety Data Sheet (MSDS) with each shipment. The Company shall have no liability or responsibility for Goods not properly labeled or designated.

DELIVERY & RISK OF LOSS: Unless otherwise specified in this PO, delivery of the Goods shall be F.O.B. destination. Title and risk of loss or damage will pass to the Company upon delivery and acceptance. The Company assumes no responsibility for any Goods delivered in excess of the quantity specified in this PO or otherwise at variance with the requirements of this PO and any such Goods may be returned at Seller's expense. Time is of the essence. If delivery dates specified in this PO cannot be met (or if no date is specified, if delivery cannot be made within a reasonable time), Seller shall inform the Company of the best possible delivery date, which the Company may accept or reject. The Company may cancel this PO without obligation for failure to meet delivery dates, in addition to all other remedies.

INDEMNITY/INSURANCE: Seller shall defend, indemnify and hold harmless Company, its parent, officers, employees, agents and affiliates from and against any and all claims, liability, damages, losses, fines, penalties, actions or proceedings, costs and expenses or every type whatsoever (including without limitation, injury to employees, agents, subcontractors, or those under Seller's control, attorneys' fees and expenses and costs of litigation) arising from or in any way related to Seller's provision of Work pursuant to this PO. Seller shall obtain, and maintain at its expense, insurance of the type and in the amounts specified on the face of this PO. In the absence of such specification, Seller shall obtain and maintain at its expense, such insurance as will insure the provisions of this Section including, without limitation, claims for products liability and workers compensation. Seller shall provide Company with written evidence of such insurance.

INFRINGEMENT: If any Work provided by Seller infringe upon third party rights, Seller shall, at its sole expense, promptly procure all rights for Company's continued use of the Work or replace the Work with equivalent Work which does not infringe upon third party rights.

INDEPENDENT SELLER/SELLER'S RESPONSIBILITIES: Seller, its agents, subcontractors, employees, and those under its control shall perform all activities under this PO as independent contractors and shall not be deemed to be employees or agents of the Company for any purpose whatsoever. No act or order of Company relating to this PO shall be deemed to be the exercise of supervision or control of the performance of Services under this PO.

SAFETY & FACILITY RULES: Seller shall comply with Company's safety and Facility rules during the term of this PO.

TERMINATION FOR FAILURE TO PERFORM: If Seller fails to perform or breaches any term of this PO, Company shall have the right to terminate this PO in whole or in part upon written notice to Seller and obtain the Work to be purchased hereunder from another vendor with any costs exceeding the costs set forth in this PO to be paid by Seller. If Company terminates this PO as set forth above, Company shall not be liable to Seller for any sums regardless of whether Seller has incurred costs in attempting to fulfill this PO.

TERMINATION FOR CONVENIENCE: Company may, for any reason, terminate this PO for convenience. Company shall give written notice of such termination to Seller specifying the effective date of such termination. Seller shall cease deliveries of Goods and/or the provision of Services hereunder as of the effective date. Seller shall settle the liabilities and claims arising out of the termination of subcontracts and orders. Upon request of Company, Seller shall transfer title and deliver to Company of any completed or partially completed Work and materials, equipment, parts, fixtures, information and contract rights of Seller. When terminated for convenience, Company shall pay Seller the cancellation charge specified on the face of this PO, or in its absence, (i) a percentage of the price under this PO equal to the percentage of the Work completed or supplied up to the date of termination and (ii) direct costs of Seller (excluding profit and after best efforts to mitigate costs) of cancellation.

INFORMATION: Seller shall provide Company, without restriction on use, all information necessary to install, operate, maintain, and repair the Goods provided under this PO. Company shall own the copyright to any copyrightable works prepared for and delivered to Company as part of the performance of this PO. All specifications, plans, drawings and data supplied by either Party shall become and remain the properties of the Company, shall be treated as confidential and proprietary material, and shall be returned to the Company upon request. Seller's personnel having access to Company's information systems shall abide by Company's information security rules.

WARRANTY: In addition to Seller's express warranties, Seller warrants that the Work shall (a) conform to this PO, including any specifications, drawing or samples furnished, (b) is free from all defects in material and workmanship, (c) is manufactured in compliance with all applicable laws and regulations, (d) is of merchantable quality and fit for the particular purpose for which it will be used, and (e) if of Seller's design, is free of defects in design. No limitation or attempted limitation of the foregoing warranty shall be effective unless separately acknowledged in writing by the Company's Procurement Department. Seller further warrants that the Work shall be free from defects in

title, workmanship, and materials for a period of not less than two (2) years from date of final payment by Company.

LIMITATION OF LIABILITY: IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES UNDER THIS PO OR ASSOCIATED WITH THE PURCHASE OF WORK HEREUNDER.
ADVERTISING: Seller shall not engage in any advertising, publicity or other promotional activity which directly or indirectly mentions or refers to Company, the relationship between the Parties or the Work provided under this PO, without prior written approval of Company.

WAIVER: No waiver by either Party of any of its rights for a particular event of default by the other shall be deemed to be a waiver of any other event of default or of any other rights or remedies under this P0.
Company's acceptance of different or nonconforming Goods shall not be construed as a waiver of any of Company's rights or remedies under this PO or under applicable law.

ASSIGNMENT: Seller shall not assign, delegate or subcontract this PO or any part thereof without Company's prior written consent. Company shall have the unrestricted right to assign this PO in whole or in part without Seller's prior written consent.

COMPLIANCE WITH LAW: Seller shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, and orders respecting the Work provided under this PO, including Executive Order 13201 (29 CFR Part 470). This PO does not constitute a PO for hiring under the provisions of any Worker's Compensation or Unemployment Compensation Law, the Social Security Acts or any similar law, and the Seller shall be responsible for all income and employment taxes and benefit or compensation program costs relating to the Work provided hereunder.

PRIORITY OF DOCUMENTS: In the event of conflict among documents referred to in this PO, the order of priority shall be: I) the terms appearing on the face of this PO; 2) any special conditions supplied by Company; 3) these PO Terms and Conditions: 4) any technical specifications supplied by Company; 5) any drawings supplied by Company; 6) any remaining documents referred to on the face of this PO.

RIGHT TO AUDIT: Company shall have the right at all reasonable times and at its expense to inspect and audit the books and records of Seller insofar as they pertain to the Work performed or supplied or charges payable under this PO as set forth in invoices furnished hereunder.

APPLICABLE LAW: The validity, construction, interpretation and performance of this PO shall be governed in all respects by the laws of the State of Connecticut, and both Company and Seller expressly consent to the exclusive jurisdiction of a state or federal court located in the State of Connecticut in any action to enforce this PO.

WASTE MATERIALS: Seller shall ensure the environmentally responsible management of any wastes that result from performing the Work under this PO. Seller shall comply fully with all environmental laws and regulations pertaining to the management of such wastes.

ELECTRONIC DELIVERY OF INFORMATION: Company and/or Seller may agree to exchange business data or information electronically using a point-to-point connection or a value added network either directly or through a third party E-Business provider (collectively, "E-Business"). The Parties recognize and agree that the electronic transmission of information, including attachments, and access to E-Business systems by Company employees, cannot be guaranteed to be secure from third party interception, error free or free from viruses or other damaging computer code, and that such information could be intercepted, corrupted, infected, lost, destroyed or incomplete, or otherwise be adversely affected during transmission or harmful to the recipient's computer system. Company and Seller have each taken steps within their organization to reduce the foregoing risk, consistent with the industry practices; however, there can be no assurance that outgoing E-Business is free of the foregoing faults or that engaging in E-Business will not create any harm to electronic systems. If Seller agrees to transmit information or documents relating to this PO using E-Business, Seller shall be deemed to have accepted and be bound by the terms of this PO and the applicable Company E-Business Trading Partner PO executed by the Parties (required for establishing EDI E-Business arrangements for electronic transmission of Order or invoices – see www.NU.com/Business/edi) and on file with the Company

NO GIFTS OR INDUCEMENTS: Seller warrants and represents to Company that neither it nor its employees or agents have either provided or offered to provide any gifts, payments, or other inducements to any officer, employee or agent of Company for any purpose. Seller shall not provide or offer any gifts, payments, or other inducements to any officer, employee or agent of Company for any purpose and shall ensure that no employee or agent of Seller offers any such gifts, payments or inducements.

COMPLETE PO: This PO, including these terms and conditions and any attachments specifically identified herein, constitutes the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof, and any and all prior or contemporaneous communications and agreements, whether verbal or written, are hereby superseded.

CONFIDENTIALITY: The Seller agrees to keep confidential all information provided by the Company (Confidential Information) pursuant to this PO. Seller also acknowledges such Confidential Information may constitute "critical infrastructure" which are subject to additional requirements under state and federal law, policy and regulation. Confidential Information is not to be reproduced or disclosed to any third party, without the Company's permission. Access to Confidential Information shall be on a need to know basis, and Confidential Information shall not be used for any purpose other than the provision of Work to the Company. Confidential Information shall be destroyed or returned to the Company (at the Company's election) upon completion of the Work or at such earlier time as requested by the Company, and Seller shall not retain any copies (including in electronic format) of the same.

SURVIVAL: The provisions of this PO relating to confidentiality, liability, indemnification, audit, payment/payment adjustment, set-off, publicity/ promotional use or other provisions that by their terms or operation survive the termination or expiration of this PO, shall survive the termination or expiration of this PO.