

PURCHASE ORDER AGREEMENT – ABBREVIATED FOR STOCK MATERIAL

PURCHASE ORDER NO. _____

DATE: _____

JOB NO.: _____

[CONTRACTOR'S NAME]
[CONTRACTOR'S ADDRESS]
[CONTRACTOR'S PHONE]
[CONTRACTOR'S FACSIMILE]

TO:

PROJECT:

OWNER:

Please furnish the following materials subject to the terms and conditions set forth herein. Acceptance of this Order is expressly limited to the terms and conditions stated on Pages 1-2 hereof.

NO MATERIALS SHALL BE SHIPPED OR DELIVERED UNTIL THE TERMS OF THIS PURCHASE ORDER ARE ACCEPTED AND AGREED BY SELLER AND A SIGNED COPY IS RETURNED TO PURCHASER.

MATERIALS SHALL BE DELIVERED F.O.B. TO PROJECT SITE NO LATER THAN _____ AND SHALL NOT BE DEEMED DELIVERED UNTIL ACCEPTED IN WRITING BY PURCHASER'S PROJECT MANAGER.

ORDER ACCEPTED BY SELLER:
[SELLER'S NAME]

ORDER BY PURCHASER:
[CONTRACTOR'S NAME]

By: _____
[SELLER'S OFFICER], [TITLE]

By: _____
[CONTRACTOR'S OFFICER], [TITLE]

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GENERAL TERMS & CONDITIONS

1. No charges allowed for boxing, crating or packing, unless so stated on Purchase Order.

2. Goods are subject to Purchaser's inspection on arrival, notwithstanding prior payment to obtain cash discount. Goods shall not be deemed delivered until and unless Purchaser's Project Manager has accepted the goods, in writing, after inspection.

3. Goods rejected on account of non-conformance, inferior quality or workmanship will be returned with charge to Seller for transportation both ways plus labor reloading, trucking, etc.

4. The Seller agrees to pay and to accept exclusive liability for the payment of any payroll taxes or contributions for unemployment insurance, or old age pensions or annuities, which are measured by the wages, salaries or other remunerations of its employees, as well as any and all sales or use taxes, or taxes measured by receipts in connection with this Purchase Order.

5. Upon request by the Purchaser, the Seller agrees to furnish waivers or releases from its materialmen or other suppliers for the purchases covered by this Purchase Order.

6. ONLY TO THE EXTENT AND UNDER THE CONDITIONS ALLOWED UNDER TEXAS LAW, THE SELLER AGREES TO INDEMNIFY AND HOLD HARMLESS THE PURCHASER, THE OWNER, AND ALL OF THEIR OFFICERS AND EMPLOYEES (the "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, EXPENSES (INCLUDING ANY ARBITRATION OR LITIGATION EXPENSES), AND/OR ATTORNEYS' FEES ARISING OUT OF OR RELATING TO OR CONNECTED WITH THE MATERIALS FURNISHED UNDER THIS PURCHASE ORDER, EVEN IF ANY SUCH CLAIMS, DAMAGES, LOSSES, EXPENSES (INCLUDING ANY ARBITRATION OR LITIGATION EXPENSES), AND/OR ATTORNEYS' FEES ARE CAUSED BY A NEGLIGENT ACT OR OMISSION OF ANY OF THE INDEMNIFIED PARTIES. THE EXPRESSED INTENTION OF THE PARTIES IS THAT THE SELLER'S INDEMNITY HEREIN WILL INDEMNIFY AND PROTECT ANY OF THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, BUT ONLY TO THE EXTENT AND UNDER THE CONDITIONS ALLOWED UNDER TEXAS LAW.

7. Insofar as they are not inconsistent with the terms and conditions of this Purchase Order, the General Conditions and Provisions of the Construction Contract, for which the material covered hereby is to be supplied, are incorporated herein by reference and made a part hereof as fully as if written herein. The said General Conditions and Provisions of the Construction Contract are on file at the office of the Purchaser, and available during normal business hours.

8. Without regard to Seller's breach, or failure to breach, this Agreement, Purchaser reserves the right to rescind and terminate this Purchase Order, except with regard to materials

already delivered to the project site. The notice of termination may be oral or written, and shall be effective upon Seller's receipt. If oral, the notice of termination shall be confirmed by Purchaser in writing. Seller's sole remedy shall be limited to payment for all materials delivered to the Project site prior to termination.

9. Claims for extras, substitutes, alternatives, or additive change orders will not be allowed unless ordered in writing.

10. Time is of the essence of this Purchase Order and if the Seller shall fail to deliver any of the materials at the time or times specified herein, the Purchaser, upon written notice to the Seller mailed to the address noted on the reverse hereof, will have the right to procure said materials elsewhere and the Seller hereby agrees to pay any additional charge, cost or penalty that the Purchaser may incur thereby. The Seller further agrees to indemnify the Purchaser for any loss the Purchaser may incur through delay in the completion of the Construction Contract where the Seller's breach of this Purchase Order is a cause of said loss.

11. Delivery of materials will be in accordance with the construction schedule established by the Purchaser. In addition, materials, labor, and equipment to be supplied shall be within acceptable standards for workmanship and quality, and shall be satisfactory to and meet the approval of the Owner and/or Engineer having jurisdiction and the Purchaser.

12. The Seller agrees not to assign this Purchase Order, or any money due or to become due to the Seller hereunder, without first obtaining the written consent of the Purchaser.

13. All questions arising on this Purchase Order shall be decided according to the laws of the State of Texas with reference to which this contract is made. Without regard to the location of the job site or place of delivery, this Purchase Order will be deemed performable in Tarrant County, Texas, and any suit arising out of or related to this Purchase Order shall be filed in Tarrant County, Texas.

14. No references to conduct, course of dealing or usage of trade are to be made outside of this Purchase Order to supplement or vary its items.

15. Any description of goods or materials stated in this Purchase Order is expressly made a part of the basis of the bargain between the Seller and the Purchaser.

16. In the event the Purchaser is required to retain the services of an attorney to enforce this Agreement, or to defend against any cause of action, claim, or counterclaim brought by the Seller on which the Seller does not prevail, then the Purchaser shall be entitled to recover the attorney's fees and costs incurred, in addition to other remedies to which the Purchaser is entitled under Texas law. In the event that the Seller is required to retain the services of an attorney to enforce this Agreement and the Seller prevails in asserting a valid claim under this Agreement,

then the Seller shall be entitled to recover attorney's fees and costs incurred, in addition to other remedies to which the Seller is entitled under Texas law.

17. The terms and conditions of this Purchase Order shall be deemed accepted upon signing of acceptance by Seller on the first page of this Purchase Order, or alternatively, upon commencement of delivery by Seller. No terms or conditions on Seller's invoices or delivery tickets will alter or amend the terms or conditions of this Purchase Order.

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