

PURCHASE ORDER

TO:

Date

Purchase Order No.

SHIP TO:

Above purchase order number
MUST appear on all inquiries,
invoices, packing slips and
shipping documents

Project _____

(General Contractor):

Ship Via:

F.O.B.

Freight Terms:

SHIP THE FOLLOWING ITEMS AND DO THE WORK IN STRICT ACCORDANCE WITH THE
PLANS AND SPECIFICATIONS AS NOTED:

Specifications No.:

Drawings No.:

Other Documents: (Attach any Exhibits)

Price:

Terms and Conditions: (Specifically spell out here or attach with Exhibit. Example: Dates required, etc.)

Delivery Date(s) Required:

ALL TERMS AND CONDITIONS AS SET FORTH ON REVERSE SIDE ARE PART OF THIS
PURCHASE ORDER.

ACCEPTED:

Seller

Purchaser

By: _____
Title

Title

Date:

GENERAL CONDITIONS

All material and equipment furnished under this order shall be guaranteed by the Seller to the Purchaser and Owner to be fit and sufficient for the purpose intended, and that they are merchantable, of good material and workmanship and free from defects, and Seller agrees to replace without charge to Purchaser or Owner said material and equipment, or remedy any defects latent or patent not due to ordinary wear and tear or due to improper use or maintenance, which may develop within one year from date of acceptance by the Owner, or within the guarantee period set forth in applicable plans and specifications, whichever is longer. The warranties herein are in addition to those implied by law.

The Seller and all material and equipment furnished under this order shall be subject to the approval of the Owners, architect, engineer, or the Purchaser with no liability on the part of Purchaser.

All material and equipment furnished hereunder shall be in strict compliance with plans, specifications, and general conditions applicable to the contract of Purchaser with the Owner or contractor, and Seller shall be bound thereby in the performance of this contract.

The materials and equipment covered by this order, whether in a deliverable state or otherwise, shall remain the property of the Seller until delivered to a designated site and actually received by the Purchaser, and any damage to the material and equipment or loss of any kind occasioned in transit shall be borne by the Seller, notwithstanding the manner in which the goods are shipped or who pays the freight or other transportation costs.

The Seller hereby agrees to indemnify and save harmless the Purchaser from and against all claims, liability, loss, damage or expense, including attorneys' fees by reason of any actual or alleged infringement of letters patent or any litigation based thereon covering any article purchased hereunder.

Time is of the essence of this contract. Should the Seller for any reason fail to make deliveries as required hereunder to the satisfaction of the Purchaser, or if the materials are not satisfactory to the Owner, Architect, Engineer, or Purchaser, the Purchaser shall be at liberty to purchase the materials elsewhere, and any excess in cost of same over the price herein provided shall be chargeable to and paid by the Seller on demand. Should any delay on the part of the Seller, defects, or nonconformance of the materials or equipment with the plans and specifications occasion loss, damage or expense including consequential damages to the Owner or to the Purchaser, the Seller shall indemnify the Owner and the Purchaser against such loss, damage or expense including attorneys' fees. If for any cause, all or any portion of the materials to be furnished are not delivered at the time or times herein specified, the Purchaser may, at his option, cancel this order as to all or any portion of materials not so delivered.

Seller shall furnish all necessary lien waivers, affidavits or other documents required to keep the Owner's premises free from liens or claims for liens, arising out of the furnishing of the material or equipment herein, as payments are made from time to time under this order.

All prior representations, conversations or preliminary negotiations shall be deemed to be merged in this order, and no changes will be considered or approved unless this order is modified by an authorized representative of Purchaser in writing.