

ORIGINAL MATERIAL PURCHASE ORDER



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SUPPLIER CONTACT: _____
PHONE/FAX: / _____

S _____
H _____
I _____
P _____
T Job #: - _____
O **CONTACT:** _____
PHONE: _____

SEND INVOICE TO:

This Purchase Order (Purchase Order) entered into on **2/23/2022** by and between **(Buyer)** and **(Seller)** with respect to the construction project described above.

This Purchase Order is, including any Attachments, exhibits, and addendums hereto, constitutes the entire agreement between the parties concerning the subject matter hereof, supersedes all other prior or contemporaneous oral or written understandings and agreements of the parties, and is expressly limited to the terms, conditions, and covenants stated or incorporated by reference herein. Any additional or different terms stated, offered, or proposed by Supplier (whether in a quote, proposal, invoice, or otherwise) are objected to and are hereby rejected. Any modification of this Purchase Order will be effective only if it is in a writing signed by authorized management level representatives of each party.

ORDER DATE	DELIVERY DATE	SHIP VIA	F.O.B.	FRT TERMS	TAXABLE	PAYMENT TERMS			
	TBD	Best Way	Destination	N/A					
SIGNED COPY AS REQUESTED		CONFIRMED	NOTIFICATION	ADDENDUM ATTACHED		CAPITAL EXPENDITURE			
YES		YES	Email/Verbal	NO		NO			
OWNER			PROJECT			OWNER'S CONTRACT #			
ITEM	CCO #	QUANTITY ORDERED	UOM	DESCRIPTION	CHARGE	UNIT PRICE	PRETAX TOTAL	TAX RATE	TAX AMT
								0.00%	

Notes to Supplier:

FAILURE TO RETURN A SIGNED COPY OF THIS PURCHASE ORDER WITHIN 10 DAYS CONSTITUTES COMPLETE AND FULL ACCEPTANCE.

By: _____ Date: _____

Sub Total _____
 Tax Rate _____ -
 Total w/ Tax _____ -

By: _____ Date: _____
 Name/Title

ATTACHMENT A - SPECIAL PROVISIONS

BUYER PROVISIONS:

and Supplier agree that the following special provisions modify the Purchase Order as follows:

Supplier's
Initials

Initials

TERMS OF PURCHASE ORDER

1. UNCONDITIONAL ACCEPTANCE/CHANGES AND EXTRAS

Seller may accept this order only on the terms herein set forth, unless prior written consent is otherwise obtained from Buyer. When any machinery, apparatus, equipment, materials or supplies (hereafter sometimes collectively referred to as "Materials") are shipped or delivered to Buyer in response hereto, this is deemed an unqualified acceptance of each of these terms submitted by Buyer. No change, including without limitation deviations in quantity, quality or specifications, shall be made without prior written approval of the Buyer.

2. BUYER'S INSPECTION

Buyer reserves the right to inspect all shipments and to reject any Materials that may be defective or not in accordance with specifications. Rejected or misshipped Materials will be returned at Seller's expense.

3. TIME, DELIVERY AND DELAYS BY SELLER

Time is of essence in this agreement. Buyer has the right to cancel the order, or any part of the order, without additional charge or penalty if delivery is not made on the time(s) specified. Seller must notify Buyer if the delivery date cannot be met. Penalties or additional costs, including charges for liquidated damages incurred by Buyer because of Seller's delay or nonperformance, shall be charged to Seller.

4. BUYER'S APPROVAL

Back orders may be refused and returned at Seller's expense unless prior written approval is given by Buyer.

5. REQUESTED CORRECTIONS

In the event Seller fails to comply with any of the provisions herein, Buyer may, without prejudice to any other right or remedy available to Buyer, give written request for correction by Seller of such failure. If the failure is not corrected by Seller within the time prescribed in such request, Buyer shall have the right to secure elsewhere the necessary Materials to remedy the situation and to charge Seller therefore.

6. OFFSETS AND DEDUCTIONS

In the event of any breach by Seller of any part of this purchase order, or in the event of any lien, demand, claim or other liability asserted for which Seller is obligated to indemnify Buyer hereunder, Buyer shall have the right to deduct and retain out of any payments due or to become due to Seller, an amount sufficient to fully protect Buyer until the situation has been completely eliminated or adjusted by the Seller.

7. INTEREST

If Buyer fails to make any payments when due, Seller shall have the right to receive, in addition to the principal due, interest thereon at the rate of six (6) percent per annum from the date when due.

8. DISCOUNTS

Cash discount period will begin after receipt of goods and properly completed invoice

9. LIENS/CLAIMS

Seller shall pay for all work, labor and materials furnished to Buyer in connection with the Materials in turn sold to Buyer hereunder. Buyer shall have the right to require Seller to execute documents deemed appropriate by Buyer to preclude the possibility of a claim under the mechanics' lien laws.

10. INDEMNITY

Seller shall indemnify and hold Buyer harmless from any and all claims, demands, lawsuits, losses, liabilities and expenses, including attorneys' fees, consultants and investigation charges, arising from or in any way connected with the manufacture, assembly, sale, use installation, construction or other work and services performed or caused to be performed under this purchase order. Such indemnity obligation includes, without limitation, each of the following: (a) claims of infringement or violation of any copyrights, patents rights or similar rights; (b) claims of injuries and damage to property and persons, including death; (c) claims based on acts or omissions by Seller, or any of Seller's officers, agents, employees, or servants; (d) claims arising from defects, actual or alleged, in materials, products or services furnished or supplied by Seller;

10. INDEMNITY (cont'd)

(e) attachments, executions, and liens by the creditors of Seller, or other claiming to have acquired rights of or against Seller; and (f) any liens, stop notices or bond claims under the laws relative to mechanics' liens or public works relative to persons claiming the right payment for work, labor equipment or materials supplied to or at the request of Seller. The indemnity obligations set forth herein shall apply to the fullest extent permissible and exclude only the sole negligence or willful misconduct of Buyer, its agents or employees. The obligation to indemnify shall include, to the extent applicable, for any construction project in which Buyer is involved, the Owner, its agents, representatives, officers, directors, and employees, the construction lender and any surety on any bonds posted for the project. This obligation shall not include, however, a surety on any bond posted by a subcontractor to Buyer, nor shall it include claims by Seller under the mechanics' lien laws of public works laws where Seller claims the right to the payment for materials delivered under this contract.

11. WARRANTIES

In addition to any warranty implied by fact or law, Seller expressly warrants all items to be free from defect in design, workmanship and materials; to conform strictly to applicable specifications, drawings and approved samples, if any; and to be fit and sufficient for the purpose intended. Such warranties, together with all other service warranties of Seller, shall run to Buyer, its successors, assignees and customers.

12. CODE OF CONDUCT

Seller acknowledges receipt of and agreement with Teichert standard policies as written in the *Teichert, Inc. Supplier & Subcontractor Code of Conduct*. The most current version of our Code of Conduct document can be found at <https://www.teichert.com/suppliers-and-subcontractors/>.

13. PAYMENT NOT ACCEPTANCE

Payment on account in and of itself does not constitute an approval and acceptance of Materials furnished, or any part thereof. No payment made by Buyer under this contract shall be construed to be an acceptance by Buyer of defective or improper Materials.

14. TITLE AND RISK OF LOSS

Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by Seller to Buyer shall pass to Buyer upon inspection by Buyer and acceptance of such items at Buyer's locations.

15. LABOR STANDARDS AND REQUIREMENTS

All materials shipped against this order must have been produced in compliance with the Fair Labor Standards Act.

16. ASSIGNMENT AND SUBCONTRACTING

Seller shall not assign or sublet all or any part of this purchase order, or any proceeds payable hereunder, without the advance written consent of Buyer.

17. ATTORNEY'S FEE

In the event of litigation between the parties (arising hereunder), the prevailing party shall be entitled to recover costs and reasonable attorneys' fees.

18. SPECIFICATION - CONTRACT DOCUMENTS

In addition to the obligations set forth herein, Seller, insofar as applicable to the Materials to be furnished hereunder, assumes towards Buyer all the obligations and responsibilities Seller has assumed to a third party in any Contract, Conditions, Drawings and/or Specifications referred to in the present purchase order.

19. EFFECT OF INVALIDITY

If any provisions of this contract shall be declared illegal, void or unenforceable, the other provisions shall not be effected, but shall remain in full force and effect.

20. INTERPRETATION - VENUE

This purchase order shall be governed by, and construed according to, the laws of the State of California. Any legal action commenced to enforce, or arising out of, this contract shall be brought only in an appropriate court, State of Federal, located within Sacramento County, State of California.

21. ADDENDA

Any addendum attached hereto are also a part of this agreement.

22. COMPLIANCE WITH LAWS

Seller shall comply with all applicable state, federal and local laws, regulations, safety orders, labor agreements, and working conditions in the performance of the purchase order, including nondiscrimination in employment provisions and also applicable provision required by the Prime Contract. Appropriate deductions in payments to Seller shall be made for any expense incurred to comply with any such requirements.