



8800 Page Ave
St. Louis, MO 63114

Purchase Order Date:

Purchase Order No.:

Project No.:

Terms: Net 30 Upon Receipt in Good Order

Delivery: As Noted

F.O.B.: Project Site

Ship Prepaid Via:

To:

Project:

Ship to:

THE SELLER AGREES TO FURNISH AND DELIVER THE MATERIALS AND/OR EQUIPMENT DESCRIBED IN THE ATTACHED RIDER #1 WHICH FORMS A PART OF THIS PURCHASE ORDER.

TOTAL AMOUNT OF PURCHASE ORDER: INCLUDES ALL APPLICABLE TAXES / TAX EXEMPT IN ACCORDANCE WITH ATTACHED EXHIBIT I

X DOLLARS

\$X

The foregoing work and materials shall conform to the General and Special Conditions of the General Contract, including the technical requirements or specifications and drawings, which are incorporated by reference herein.

1. Seller must notify Buyer immediately after receipt of this order if unable to meet delivery specified.
2. All invoices, shipping lists, delivery tickets & containers **must** be properly marked with the **Alberici Constructors, Inc. Purchase Order Number**.
3. Buyer reserves the right to refuse delivery after 2:00pm, unless 48-hour advance notice of late delivery is given to Buyer's home office or Buyer's project site office.
4. Mail the original of your invoice to Buyer's billing department at its home office.
5. This Purchase Order is subject to the terms and conditions on the next (2) pages, which are hereby incorporated herein. Execute the Electronic Copy and return to the Buyer by e-mail to subcontracts@alberici.com. Upon receipt Buyer will execute and return by e-mail one (1) Electronic Copy for your files. Seller's acceptance is limited to the terms and conditions of this Purchase Order.

BUYER

By: _____

Name: _____

Title: _____

Date: _____

SELLER

By: _____

Name: _____

Title: _____

Date: _____

THIS PURCHASE ORDER CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES

PURCHASE ORDER TERMS AND CONDITIONS

- 1. SAFETY** Seller shall perform its obligations under this Purchase Order in a safe and reasonable manner, and make every reasonable effort to avoid injury, loss or damage to persons or property. If required to be on the Project Site, Seller shall comply with all current safety requirements of Buyer as well as all federal, state and local laws and regulations.
- 2. COMPLETE AGREEMENT** This Purchase Order is the complete agreement between Buyer and Seller and all referenced documents, drawings and specifications from the Prime Contract (the Contract between Owner and Buyer or Buyer's successor-in-interest) are incorporated as part of this order. Seller's acceptance is expressly limited to the terms hereof and is effected by signing and returning a copy of this order, or by commencing work or making shipment or delivery. Buyer expressly rejects any additional or different terms or conditions proffered by Supplier in any prior or future acknowledgement, invoice or other document. Buyer shall be bound only by the terms of this Purchase Order.
- 3. DELIVERY** Time is of the essence. Seller shall timely furnish, in accordance with the Project Schedule, the materials, goods, and equipment described for the price or prices stated and in conformity with the referenced documents, drawings, addenda and specifications, and this order. All prices are firm and not subject to escalation unless so defined in this Purchase Order.
- 4. SHIPPING** Seller shall strictly comply with all shipping instructions furnished by Buyer, which instructions shall be considered a part of this Purchase Order. Seller shall give Buyer forty-eight (48) hours notice prior to the delivery of any materials or equipment. Any provisions for delivery of goods by installment shall not be construed as making the obligations of Seller severable. Shipments sent C.O.D. without Buyer's prior written consent may be rejected and shall be at Seller's risk.
- 5. RISK OF LOSS** Notwithstanding the terms of shipment, the risk of loss shall pass to Buyer only upon the latest of (a) delivery as required by the terms of this Purchase Order; (b) Buyer's inspection and final acceptance of the items contemplated hereby; and (c) the effectiveness of Buyer's or Owner's insurance coverage as to the delivered items.
- 6. CHANGES** Buyer shall have the right at any time, upon written notice, to make changes in the materials, equipment and goods to be furnished, the specifications, drawings or other data incorporated in this Purchase Order, methods of shipment or packing, and the place and time of delivery. Buyer shall make an appropriate adjustment in the Purchase Order Amount and/or the time of performance for such changes. Seller shall proceed with such changes so as not to delay the progress of the performance of the Purchase Order and pending any determination of the value.
- 7. INSPECTION** All shipments shall be subject to final inspection by Buyer after receipt by Buyer at the Project or designated location. Buyer shall have the right to reject and refuse acceptance of materials, equipment, goods and associated work that are not in accordance with specifications, addenda, drawings or other data or Seller's warranty (express or implied). Buyer may deduct from any amount owed to Seller under this Purchase Order the cost of inspecting goods or services rejected. Materials, equipment or goods not accepted shall, at Buyer's option be (a) returned to Seller at Seller's expense; (b) held by Buyer at Seller's expense; (c) held by Buyer for an equitable reduction in price; (d) repaired by Buyer at Seller's expense. Payment for any materials, equipment, goods or associated work shall not constitute acceptance. Acceptance by Buyer shall not constitute acceptance as to latent or hidden defects not subject to discovery upon reasonable inspection.
- 8. CANCELLATION** Should Seller fail to deliver materials, equipment, goods or perform the associated work required within the time provided under this Purchase Order or any mutually agreed upon extension of time, or should Seller fail to perform any of the provisions of this Purchase Order or fail to make progress so as to endanger performance of this Purchase Order, Buyer may cancel this Purchase Order. The rights and remedies of Buyer provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.
- 9. TERMINATION FOR CONVENIENCE** Buyer may, upon seven (7) days written notice to Seller, terminate this Purchase Order for the convenience of Buyer. In such event, Buyer shall pay Seller as its entire and sole compensation its actual and reasonable costs of furnishing materials, equipment or goods to the date of termination, as determined by audit of the records, plus a reasonable markup for overhead and profit, but in no event shall such amounts due hereunder exceed the total Purchase Order Price. In the event any cancellation of the Purchase Order under Paragraph 8 is later determined to have been improper, the termination shall automatically be deemed a Termination for Convenience, and the Seller shall be limited in its recovery strictly to the compensation provided for in this paragraph.
- 10. WARRANTY** In addition to any warranty in fact or implied by law, Seller hereby expressly warrants that the materials, equipment, goods and associated work provided under this Purchase Order shall: (a) satisfy the terms of this Purchase Order and the Contract Documents; (b) be free from all defects, and of the kind, quantity and quality specified, or, if no quality is specified, then of the best grade of their kind; (c) be new, merchantable, and fit for the purpose intended; (d) be free of all liens, encumbrances or claims of any person, whether arising under commercial laws or the law of patents, trademarks, copyright, trade restriction, or other statutory or common law, or property rights; and (e) be covered by all warranties implied by law or usage of trade.
- 11. REPAIR AND REPLACEMENT** Seller shall, upon receipt of a written notice from Buyer, promptly correct any materials, equipment or goods under this Purchase Order which prove to be defective in workmanship or materials within a period of eighteen (18) months following delivery to Buyer, or twelve (12) months from final acceptance. If a longer period is set forth in the Contract Documents, Seller extends the same guaranties, to the persons to whom such warranties would extend under the Contract Documents, and for that longer period.
- 12. PAYMENT** Payment shall be made by Buyer only after (a) receipt by Buyer of the executed copy of this Purchase Order, (b) inspection and acceptance of the materials, equipment, work or goods, (c) receipt of Seller's invoice, (d) receipt, if and when requested by Buyer, of affidavits that all of Seller's suppliers have been paid, and of release of all liens either by Seller or Seller's supplier(s) and claims executed by Buyer in a form suitable to Buyer, and (e) receipt by Buyer of copies of warranties, applicable manuals and all other close-out documents required for the materials or equipment.
- 13. INSURANCE** In the event that Seller or its employees or agents are required to come onto a Project site or project of Buyer in connection with the sale of goods or the rendering of services under this Purchase Order, including delivery of materials, Seller shall, prior to entrance on the Project site or delivery of materials, purchase and maintain insurance with at least the limits of liability as set forth in Exhibit B that will protect it from the claims arising out of its operations under this Purchase Order, including Worker's Compensation Insurance, Commercial General Liability and Automobile Liability Insurance.

- 14. INDEMNITY** To the fullest extent permitted by law, Seller shall defend, indemnify and hold harmless Buyer and its agents, consultants, members, employees and others as required by this Purchase Order from and against any and all liabilities whatsoever for damages and/or injuries to persons or property which may be incurred by Buyer by virtue of defective materials or workmanship in the materials or equipment furnished or that may arise out of the Seller's presence, if on the Project site in connection with the performance of this Purchase Order, any claim of copyright, patent, trademark or other property right violation, including all costs and reasonable attorney's fees incurred. In addition, Seller shall indemnify and hold harmless Buyer from any costs arising out of a breach of warranty or incurred in connection with the enforcement of warranty under Article 10. To the fullest extent permitted by law, Seller shall defend, indemnify and hold harmless Buyer and its agents, consultants, members, employees and others as required by this Purchase Order from and against any and all claims or damages they may incur due to Seller's failure to provide timely performance in accordance with this Purchase Order.
- 15. COMPLIANCE WITH LAWS** Seller shall comply with all federal, state and local laws, regulations and ordinances applicable to Seller, Buyer, and/or the services covered by this Purchase Order. Where prescribed by Law pursuant to direct Federal contracts or Federally-financed or aided contracts, or otherwise required by Law, the Seller agrees the following clauses found in the Contract Documents or in the Code of Federal Regulations (CFR) are incorporated in this Purchase Order and binding on Seller as if written herein word for word: Appropriate substitutions of "Seller" for "Contractor" and "Seller's subcontractor(s)" for "subcontractor" and "Purchase Order" for "contract" shall be deemed effected as the context may require imposing the clauses at all tiers or levels of this procurement. The clauses are: **41 CFR Section 60-1.4(a) for direct federal construction contracts, or 60-1.4(b) for federally assisted construction contracts, 41CFR Section 60-300.5(a)* and 41 CFR Section 60-741.5(a)*. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans, prohibit discrimination against qualified individuals with disabilities, and prohibit discrimination against individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status;** and all other clauses that the Federal Government or the Owner has required by law or contract to be applicable to this procurement. **This Contractor and Seller shall abide by all such clauses** and incorporate all such clauses into any non-exempt lower tier Purchase Orders. ***41CFR Section 60-300.5(a) and *41 CFR Section 60-741.5(a)**, as applicable, based on contract dollar thresholds, on direct federal construction contracts.
- 16. DISPUTES** Unless otherwise agreed in writing, Seller shall continue to perform its obligations under this Purchase Order pending the resolution of any dispute that may arise under or relate to this Purchase Order. Any dispute resolution provisions set forth in the Prime Contract between Owner and Buyer shall be also binding upon Seller. If no Prime Contract's dispute resolution provision governs, the dispute shall be resolved by litigation in the Circuit Court of St. Louis County, Missouri. Missouri law shall govern such disputes. The prevailing party in any such dispute shall be entitled to recover all reasonable costs of enforcing the terms in this Purchase Order (including, without limitation, attorneys' fees) as part of the award resolving the dispute.
- 17. ASSIGNMENT** No assignment of this Purchase Order or of any right, obligation or interest in proceeds or any delegation of duty under this Purchase Order shall be made without the express written consent of Buyer's authorized agent and any attempted assignment or delegation without such consent shall be void.
- 18. WAIVER** Buyer's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege provided in this Purchase Order, or its waiver of any breach, shall not thereafter waive any such term or condition, instruction, and/or any right or privilege.
- 19. GOVERNING LAW** This Purchase Order shall be governed by the laws of the State of Missouri.