



**Purchase Order Date:** October 01, 2025  
**Purchase Order No.:** XXXXX-XXX  
**Project No.:** XXXXX  
**Terms:** Net 30 Upon Receipt in Good Order X% Retention  
**Delivery:** DDP Incoterms 2020 Project Site

**To:** XXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXX, XX XXXXX  
ATTENTION: XXXXX  
PHONE: XXX XXX XXXX

**Project:** XXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXX, XX XXXXX

**Ship to:** XXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXX, XX XXXXX

**THE SELLER AGREES TO FURNISH AND DELIVER THE MATERIALS, EQUIPMENT AND/OR DELIVERABLES DESCRIBED IN THE ATTACHED EXHIBIT A ("GOODS") WHICH FORMS A PART OF THIS PURCHASE ORDER.**

**TOTAL AMOUNT OF PURCHASE ORDER: INCLUDES ALL APPLICABLE TAXES**

XXX and 00/100 DOLLARS

\$XXX.00

The Goods shall conform to the general and special conditions of the Prime Contract, including the technical requirements, specifications and drawings, which are incorporated by reference herein.

1. Seller must notify Buyer immediately after receipt of this Purchase Order if unable to meet delivery specified.
2. All invoices, shipping lists, delivery tickets and containers **must** be properly marked with the **XXXXX 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 project site office.
4. If Exhibit P is not attached to this Purchase Order, invoices shall be submitted electronically by emailing a copy to: [apinvoices@XXXXX.com](mailto:apinvoices@XXXXX.com).
5. This Purchase Order is subject to the terms and conditions on the next three (3) pages, which are hereby incorporated herein. Seller's acceptance is limited to the terms and conditions of this Purchase Order.

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

Accepted subject to terms and conditions on next three (3) pages:

**XXXXXXXXXX**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**XXXXXXXXXX**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **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, the Project Site, and all federal, state and local laws and regulations.

**2. COMPLETE AGREEMENT** This Purchase Order includes these terms and conditions, the exhibits to this Purchase Order, the Project drawings and specifications, and the contract between the Project owner ("Owner") and Buyer ("Prime Contract"), as applicable to the Goods, including the drawings, specifications and other documents incorporated therein, which are incorporated as part of this Purchase Order and constitute the entire agreement between the parties. No other terms or conditions, including but not limited to Seller's proposal or Seller's terms and conditions of sale or acceptance, submittals, shop drawings or bills of lading shall be binding upon Buyer. Commencement of performance by Seller of this Purchase Order shall be deemed acceptance of the terms and conditions of this Purchase Order. This Purchase Order and the Prime Contract are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Purchase Order irreconcilably conflicts with a provision of the Prime Contract, the provision granting greater rights or remedies to Buyer or imposing the greater duty, standard or responsibility or obligation on Seller shall govern. The partial or complete invalidity of any one or more provisions of this Purchase Order shall not affect the validity or continuing force and effect of any other provision. Provisions pertaining to Seller's warranty obligations, Seller's indemnity obligations, Seller's insurance and bond obligations, intellectual property and dispute resolution, and all other provisions intended by their nature to survive termination of this Purchase Order, shall survive termination or abandonment of this Purchase Order.

**3. DELIVERY AND RISK OF LOSS** Time is of the essence with respect to Seller's obligations and performance under this Purchase Order. Seller, at Seller's sole cost and expense, shall timely submit any samples, submittals, drawings, reports and manuals and deliver the Goods to the point of destination indicated by the delivery terms of this Purchase Order in accordance with the schedule set forth in Exhibit A. In addition to any other rights or remedies Buyer may be entitled to if delivery has not been timely made, Buyer may require the Seller or manufacturer to work on an overtime or premium schedule and may require shipment of the Goods to be expedited from point of manufacture to the Project site. In such event, Seller shall be responsible for all additional overtime or premium costs or additional transportation expenses resulting therefrom. Notwithstanding the terms of shipment, the risk of loss shall pass to the Buyer only after delivery of all Goods to the Project site as required by the terms of this Purchase Order and acceptance by Buyer. Should loss or damage to the Goods occur after the risk of loss has passed, Seller shall replace the Goods, at Buyer's written request, at the same price set forth in this Purchase Order.

**4. INSPECTION** Buyer shall have the right to inspect and test the Goods at any time during manufacture and prior to shipment, and to inspect and test the Goods within a reasonable time after arrival at the Project site at which the Goods are to be installed. Buyer shall have the right to reject and refuse acceptance of Goods that are not in accordance with this Purchase Order or revoke acceptance because of any non-conforming Goods or later-discovered defects. The making or failure to make any inspection of, the failure to reject, or payment for or acceptance of, the Goods shall in no way impair Buyer's right to reject or revoke acceptance of nonconforming Goods, or to avail itself of any other remedies to which Buyer may be entitled, notwithstanding Buyer's knowledge of the nonconformity, its substantiality or the ease of its discovery. Rejected Goods shall be removed at the expense of Seller including transportation both ways, promptly after notification or rejection and Seller shall bear all risk of loss on rejected Goods. 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.

**5. WARRANTY** Notwithstanding Buyer's inspection and acceptance of Goods delivered, and in addition to any warranty in fact or implied by law, Seller represents and warrants that all Goods furnished hereunder are (i) free from any defects in design, materials, workmanship, (ii) fully conform to the requirements of this Purchase Order, including the Project drawings and specifications, (iii) are merchantable and fit and suitable for the purpose and use intended, (iv) new and of good quality, (v) 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 (vi) covered by all warranties implied by law or usage of trade. Seller's warranties shall survive any inspection, delivery, acceptance, payment or termination of this Purchase Order.

**6. REPAIR AND REPLACEMENT** Seller shall, upon receipt of a written notice from Buyer, promptly correct any Goods under this Purchase Order which are defective in design, workmanship or materials or fail to conform to this Purchase Order within the longer of (i) twelve (12) months from substantial completion of the Project or (ii) such longer period of time as required by the Prime Contract. Establishment of the time period as described in this Section 6 relates only to the specific obligation of the Seller to correct non-conforming or defective Goods, and has no relationship to the time within which the obligation to comply with this Purchase Order may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Seller's liability with respect to the Seller's obligations.

**7. DEFAULT** If Seller (a) fails to furnish the Goods in strict compliance with this Purchase Order, (b) fails to timely submit any required samples, submittals, drawings, reports, and manuals, (c) does not obtain the approval of the Owner to the extent required by the Prime Contract, (d) fails to deliver the Goods within the time provided under this Purchase Order, or (e) becomes insolvent, bankrupt, enters into liquidation proceedings, or makes any assignment for the benefit of its creditor(s), Seller shall be in default and Buyer may elect, in addition to any other remedies available, (1) to cancel this Purchase Order without liability on the part of Buyer, and if Buyer so chooses, proceed to purchase goods, material and/or equipment in substitution for that due under this Purchase Order in which event Seller shall be liable to Buyer for the difference between the cost of such substitution and this Purchase Order price together with all loss or damages incurred by Buyer, including but not limited to all delay damages incurred by Buyer or for which Buyer may be liable to Owner or others; or (2) to notify Seller of the deficiencies with and require Seller to correct the same in which case the Seller shall remedy the same without expense or liability on the part of Buyer and further shall pay Buyer all loss or damages resulting therefrom, including but not limited to all delay damages incurred by Buyer or for which Buyer may be liable to Owner or others; or (3) Buyer may proceed upon seven (7) days' notice, or such shorter period as required by the Prime Contract, to cure and correct the deficiencies without liability on the part of Buyer in which event Seller shall

reimburse Buyer for the cost of curing and correcting said deficiencies and all loss or damages incurred by Buyer resulting therefrom, including but not limited to all delay damages incurred by Buyer or for which Buyer may be liable to Owner or others.

**8. TERMINATION FOR CONVENIENCE** Buyer may, at any time, by written notice to Seller terminate this Purchase Order for its convenience. In such event, Buyer shall pay Seller, as its entire and sole compensation, its actual and reasonable costs of furnishing Goods as of the date of termination, as determined by audit of Seller's records, plus a reasonable markup on such costs for overhead and profit, but in no event shall such amount exceed the total Purchase Order Price. In the event any cancellation of this Purchase Order under Section 7 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 Section. In no event shall Buyer be responsible for any lost or anticipated profits.

**9. INSURANCE AND BONDS** Seller shall provide payment and performance bonds if specified in Exhibit G. In the event that Seller or its employees or agents are required to come onto the Project site or property of Buyer in connection with the Goods, including delivery, commissioning or servicing of such Goods, Seller shall, prior to entrance on the Project site or delivery of the Goods, 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.

**10. INDEMNITY** To the fullest extent permitted by law, Seller shall defend, indemnify and hold harmless Buyer, Owner and their agents, consultants, members, employees and others as required by this Purchase Order from and against any and all liabilities for damages and/or injuries to persons or property arising out or resulting from defective or non-conforming materials or workmanship in the Goods furnished or that may arise out of the Seller's presence on the Project site in connection with the performance of this Purchase Order. To the fullest extent permitted by law, Seller shall also defend, indemnify and hold harmless Buyer, Owner and their agents, consultants, members, and employees, from (i) any costs arising out of a breach of warranty and (ii) any and all claims or damages due to Seller's failure to provide timely performance in accordance with this Purchase Order.

**11. CHANGES** Buyer has the right at any time to make changes in the Goods, or in the quantities, specifications and drawings. If such changes cause an increase or decrease in the amount due or in the time required for performance, an equitable adjustment in the price or delivery schedule, or both, shall be made. Increase or decrease in the amount due will be based on unit rate shown, if any, on this Purchase Order, and if no unit rate is shown, such increase or decrease will be based upon an equitable adjustment, provided any increase shall be supported by documentation of the actual change in cost. The change to the amount due or the time for performance shall be documented in a change order signed by the parties. If the parties are unable to agree upon the terms of the change order, Buyer may issue a work change directive, and Seller shall immediately proceed in accordance with the terms of the work change directive. Upon completion of the change, Buyer may issue a unilateral change order setting forth the Buyer's final determination regarding the adjustments in the amount due and time for performance associated with such change, subject to Seller's right to pursue dispute resolution. In no event will Seller receive any compensation, allowance or time extension for any change in an amount greater than that which Buyer actually receives from the Owner. Any claim for adjustment under this provision must be asserted within ten (10) days from the date when the change is ordered. Changes to this Purchase Order will be binding only if in writing and signed by an authorized representative of Buyer.

**12. INTELLECTUAL PROPERTY** Seller warrants that the Goods described herein and the sale or use of them will not infringe any patent or copyright and Seller shall, at its own cost and expense, defend, indemnify and hold harmless Owner and Buyer from and against every action which may be brought against Owner or Buyer or those using the Goods for any alleged infringement of any patent or copyright by reason of the sale or use of such Goods and Seller agrees to pay all costs, damages, fines and profits recoverable in any such action. In case said Goods, or any part thereof, are held to constitute infringement and the use of such Goods or part are enjoined, Seller shall, at its own expense, and at Buyer's option, either procure for Buyer and Owner the right to continue using said Goods or part, or replace same with substantially equal but non-infringing goods, or modify it so it becomes non-infringing, or remove said Goods and refund the purchase price and the transportation and installation costs to Buyer.

**13. COMPLIANCE WITH LAWS** Seller shall comply with all federal, state and local laws, ordinances and regulations applicable to Seller or affecting this Purchase Order or the manufacture, sale, delivery and/or use of the Goods furnished hereunder, including but not limited to, the Fair Labor Standards Act, the Occupational Safety and Health Act (OSHA), the Federal Acquisition Regulations, if applicable, and the Immigration Control Reform Act, if applicable. To the fullest extent permitted by law, Seller shall defend, indemnify and hold harmless Buyer, Owner and their agents, consultants, members, and employees from and against any and all liabilities, claims, costs, damages, lawsuits or causes of action arising out of or resulting from Seller's failure to comply with applicable laws, ordinances, regulations. Seller shall be bound by the clauses set forth in Exhibit X and shall incorporate all such clauses into any non-exempt lower tier purchase orders.

**14. ASSIGNMENT** Neither this Purchase Order nor any rights hereunder shall be assigned in part or whole by Seller without prior written consent of Buyer.

**15. PAYMENT** The prices stated in this Purchase Order are firm, not subject to increase and include all taxes and tariffs presently existing or subsequently imposed and levied. Seller's sole remedy and recovery for additional costs resulting from taxes or tariffs enacted after the date of this Purchase Order shall be limited to the proportional amounts Buyer recovers from Owner for such costs. Unless otherwise specified in Exhibit A, payment shall be made by Buyer pursuant to the terms set forth on the face of this Purchase Order only after (a) receipt by Buyer of the executed Purchase Order including the acknowledgement and an approved Certificate of Insurance, (b) inspection and acceptance of the 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 release of all liens and claims by Seller and Seller's supplier(s) 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 Goods. Notwithstanding any other provision, Buyer may withhold any payment due or to become due to the Seller if and to the extent Buyer deems it necessary or desirable to protect itself against possible loss or damages for which Seller is responsible including, but not limited to (i) defective or non-conforming Goods; (ii) Seller's failure to timely provide samples,

drawings, submittals, or deliver the Goods; (iii) third-party claims or reasonable evidence indicating probable third-party claims; (iv) failure or alleged failure of the Seller to make payments to its vendors, suppliers, or employees; or (v) damage to Buyer or Owner.

**15.1 PAYMENT MANAGEMENT SYSTEM** Provided Exhibit P is attached to and incorporated in this Purchase Order, Seller acknowledges and agrees that Buyer will utilize an electronic payment management system (the "System"), to manage the payment application and payment processes during the Project, as further described in Exhibit P to this Purchase Order. All payment applications and all supporting documents required by this Purchase Order as a condition of payment to Seller shall be in electronic format and shall be submitted to Buyer using the System.

**16. GOVERNING LAW** This Purchase Order shall be governed by the laws of the state in which the Project is located.

**17. 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 to exercise any right, shall not be construed as a waiver of relinquishment of such term, condition or right. Any waiver by Buyer must be expressly provided in writing.

**18. INFORMATION REQUIRED** Seller shall maintain all books, records, information and documentation relating to the Goods and its performance under this Purchase Order for a period of three years, or such longer period of time as required by the Prime Contract or applicable law, and make such books, records, information and documentation available to Buyer upon request. Buyer may at its sole option require Seller to provide any and all supporting information to Buyer in respect of quality of the Goods, delays in the delivery of the Goods and/or increased costs of this Purchase Order. Buyer may use this information in pursuit or defense of claims, litigations or arbitrations with other parties and Seller, should it be required to do so, shall participate on behalf of Buyer in support of the quality of the Goods, delays and/or extra costs to this Purchase Order.

**19. DISPUTE RESOLUTION** 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. If a dispute arises out of or relates to this Purchase Order or its breach, the parties shall first endeavor to settle the dispute first through direct discussions between corporate officers of the Buyer and Seller with full authority to resolve the dispute. Such direct discussions are a condition precedent to any further dispute resolution proceedings between the parties. To the extent disputes between Seller and Buyer involve in whole or in part disputes between Buyer and Owner, disputes between Buyer and Seller shall be decided in the same tribunal and in the same forum as disputes between Buyer and Owner, and may be joined at Buyer's discretion. Seller agrees to be bound by the procedure and final determinations in Buyer's dispute resolution with the Owner. All other disputes shall be resolved by binding arbitration pursuant to the Construction Industry Rules of the American Arbitration Association. Venue for the arbitration shall be in the city identified in Buyer's address on this Purchase Order. Seller and Buyer agree that the Federal Arbitration Act shall be applicable to any such arbitration, and the award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The prevailing party in any such dispute arising out of or relating to this Purchase Order shall be entitled to recover from the other party its reasonable attorneys' fees, expert witness fees, costs and expenses for all phases of the dispute.

**20. EXTENT OF AGREEMENT** Nothing in this Purchase Order shall be construed to create a contractual relationship between persons or entities other than the Buyer and the Seller. This Purchase Order is solely for the benefit of the parties, represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. No modification of this Purchase Order shall be binding unless the same is in writing signed by the Seller and the Buyer. Any field tickets, daily reports, timesheets, delivery receipts, invoices, bills of lading, or similar documents relating to the Goods or Seller's performance under this Purchase Order ("Field Documentation") signed by Buyer personnel regardless of title, shall be deemed to have been signed solely for the limited purpose of acknowledging receipt of the Goods, materials, equipment, or labor, or verifying factual information such as time on site or workforce counts. Such signatures shall not be construed as agreement to any terms or conditions contained in such Field Documentation, including but not limited to any provisions regarding pricing, change orders, claims, schedule impacts, indemnity, or modifications to this Purchase Order. In no event shall such Field Documentation be deemed to amend, supplement, or waive any rights or obligations under this Purchase Order.

**21. EXHIBITS** The following Exhibits are attached to and are a part of this Purchase Order:

**Exhibit A:** Description of Goods  
**Exhibit B:** Insurance Requirements  
**Exhibit C:** Buyer's Policies and Procedures Acknowledgement  
**Exhibit D:** Specifications, Drawings and Addenda  
**Exhibit G:** Performance and Payment Bond Forms  
**Exhibit I:** Tax Exemption Certificate  
**Exhibit P:** Payment Management System  
**Exhibit X:** Special Provisions