



PURCHASE ORDER TERMS AND CONDITIONS

SELLER/SUPPLIER:

P.O. No.: _____

PROJECT:

GLY Job No.: _____

1. Where materials (including manufactured articles) are furnished, *not subject* to provisions of applicable plans and/or specifications pertaining to a general construction contract, Seller agrees and warrants as follows:
 - 1.1 To furnish the materials described in this Purchase Order Contract within the time or times specified therefor and at the price indicated, and to deliver same where required free and clear of any lien, lien right, royalties, or extra charges of whatever nature, including taxes of any description not shown on the Purchase Order Contract.
 - 1.2 Full or partial payment shall not be construed as acceptance of defective workmanship or improper materials.
2. Where materials (including manufactured articles) are furnished subject to the provisions of applicable plans and/or specifications pertaining to a general construction contract, Seller agrees to comply with all provisions of Article 1 above and further agrees and warrants as follows:
 - 2.1 That materials furnished comply with all provisions of applicable plans and specifications; that no materials are furnished which may involve a patent infringement action or claim, and that all materials shall be subject to the guarantee provisions of the specifications.
 - 2.2 That any change, modification, increase or decrease in the Work or quantities as covered in this Purchase Order Contract or in the plans and specifications in connection therewith shall be in writing and approved by Buyer before the same shall be binding on said Buyer.
 - 2.3 Unless specifically provided otherwise on the face of this Purchase Order Contract, payment for the materials furnished shall be made to Seller when Buyer has received payment from Owner for same, provided materials are approved in accordance with the requirements of the plans and the specifications, provided further that the Buyer may also withhold payment per subparagraph 2.4, following.
 - 2.4 On request by Buyer, Seller shall provide releases of lien, claims against bonds, claims against retention, or other claims, either by Seller or its suppliers, employees, or other persons who may have claims against the Project Owner, the Buyer or sureties on the Project. Failing such releases in form and substance reasonably satisfactory to Buyer, the latter may withhold all or part payment hereunder until such liens or claims are released or satisfied.
 - 2.5 Buyer's receipt of the goods covered by this Purchase Order shall not constitute waiver of claims for damages due to delay in delivery, defective goods, or goods not in conformity with this Purchase Order. Buyer shall have the right to reject the goods delivered within a reasonable time after delivery and inspection, which shall not be less than ten (10) days.
 - 2.6 Buyer reserves the right to postpone delivery of goods covered by this Purchase Order for a reasonable period of time.
 - 2.7 Deliveries must be made within the time(s) stated on this Purchase Order. Late delivery can cause Buyer to incur substantial extra costs (including liquidated damages for late Project completion, added costs of project performance, and other forms of incidental and consequential damages). Because time is of the essence under this Purchase Order, the Seller expressly agrees to reimburse Buyer for all penalties, damages, and other expenses that may arise from failure to deliver in accordance with the deadline(s) or schedule established in this Purchase Order.
 - 2.8 If Seller fails to maintain progress consistent with the delivery deadline(s) or schedule established under this Purchase Order, Buyer may, without prejudice to any other legal right, elect (after three days' written notice) to terminate all or part of this Purchase Order. In that event, Buyer may in addition to any other remedies backcharge or otherwise obtain reimbursement from Seller for the cost procuring the items ordered from another source.
 - 2.9 Buyer may (upon written notice) terminate this Purchase Order, with Seller's compensation to be equitably adjusted as a change under paragraph 2.15. herein.
 - 2.10 All deliveries to Buyer's jobsite must be accompanied by delivery slips. Signed delivery slips must accompany invoices as a prerequisite for payment under this Purchase Order.
 - 2.11 All costs of delivery shall be prepaid by Seller. Seller agrees to protect and hold Buyer harmless against all costs or claims for transportation, freight, express and other charges incidental to delivery of goods under this Purchase Order.
 - 2.12 If shop drawings are required, they shall be prepared and submitted timely, and as required by Buyer.
 - 2.13 This Purchase Order is subject to all warranties, express or implied, provided in the Uniform Commercial Code, none of which is waived by Buyer or disclaimed by Seller.



CONSTRUCTION

PURCHASE ORDER TERMS AND CONDITIONS

- 2.14 Seller agrees to defend and hold Buyer harmless from all liens, claims, or assessments arising from purchase, manufacture, or delivery pursuant to this Purchase Order. This applies (without limitation) to all labor costs, material costs, and taxes, provided, however, that Buyer shall be responsible for all sales taxes imposed on this purchase transaction.
- 2.15 Buyer reserves the right to make changes, deviations, additions, and deletions to the Work herein contracted, and in that event the price shall be equitably adjusted. If such changes have been initiated by a Project Owner or other party for whom Buyer entered this Purchase Order, then the change in Seller's price shall be controlled by the change in Buyer's compensation from the third party.
- 2.16 With regard to goods delivered under this Purchase Order, Seller agrees to defend and save harmless the Buyer and any other transferee of the goods on the Project referenced herein from all liability for patent or trademark infringement, or for injuries to any persons, employees and/or property, and from damages by any fire, in any way caused by Seller, its agents, employees, subcontractors or their employees or agents or persons, firms or corporations to whom Seller sublets work, caused by, or incidental to, the execution of Work under this Purchase Order, and from all damages, judgments, charges and other related expenses arising or to arise, through any act or omission of any of the said persons. Seller also expressly assumes with respect to the goods to be furnished hereunder, all of the liability imposed on Buyer by the construction contract between Buyer and its Project Owner or prime contractor. If there are any claims for injuries to persons or property unsettled upon completion of this Purchase Order, final settlement between Buyer and Seller may be deferred at Buyer's option until such claims are adjusted or until Seller furnishes indemnity acceptance to Buyer.
- 2.17 In the event that Seller totally or partially breaches this Agreement, Seller agrees to pay Buyer's reasonable attorney's fees.
- 2.18 Seller agrees not to assign any portion of the Work covered by this Purchase Order without the Buyer's written consent.
- 2.19 Any controversy or claim arising out of or relating to this Purchase Order or breach thereof shall be resolved in accordance with the Dispute Resolution provision of the General Contract, or in the event no such provision is present, any dispute hereunder shall be submitted to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association. Any such mediation or subsequent litigation shall take place in Seattle, Washington. Disputes under this Purchase Order shall be governed by the laws of the State of Washington. Venue and jurisdiction shall be proper in King County, Washington.
- 2.20 Seller shall comply with any Executive Order, law or statute requiring it to utilize "E-Verify" to electronically verify the employment eligibility of its employees, whether stationed working on this Project or not. It is the Seller's responsibility to ascertain the applicability of any such Executive Order, law or statute to its Work under this Purchase.

Seller/Supplier:	Buyer/Contractor: GLY Construction, Inc.
By:	By:
Title:	Title: Project Manager