

Attachment "A"

1. **Acceptance of Purchase Order.** This purchase order is an offer to buy and not an acceptance of any offer to sell. Acceptance of this purchase order is expressly limited to the terms hereof and in the event that Seller's acknowledgment, or other form in response hereto, states terms additional to or different from those set forth herein, this purchase order shall be deemed a notice of objection to such additional or different terms and rejection thereof. This purchase order may be accepted in its entirety by Seller unless Buyer is notified to the contrary within ten (10) days from its date issued.
2. **Controlling Law, Severability.** The validity, interpretation and performance of this contract shall be governed by the law of the Commonwealth of Pennsylvania. The venue and jurisdiction of any action filed under this contract shall be in the Court of Common Pleas of Washington County of Pennsylvania regardless of where contract is entered into or where payments are made. If any provision or requirement of this contract is declared or found to be unenforceable, the balance of this contract shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof. Furthermore, Seller expressly agrees and consents to being joined in any arbitration and/or proceeding between Owner and the Buyer.
3. **Default by Seller.** If Seller (a) fails to perform or deliver in full compliance with the terms and conditions of this purchase order, (b) persistently refuses or fails to supply enough qualified workmen or the required plant or materials, (c) fails to protect property or persons adequately, so as to insure timely completion of the work, (d) abandons the work or unreasonably delays its progress or completion, (e) fails to adjust labor difficulties promptly, (f) persistently disregards laws, ordinances, or instructions of Buyer, (g) is adjudged bankrupt, (h) makes a general assignment for the benefit of Seller's creditors, or if a receiver is appointed for Seller or if Seller is otherwise guilty of a violation of any of the terms or conditions of this purchase order, Buyer may, without prejudice to any other right or remedy it may have in law or equity, by giving Seller written notice, immediately terminate this purchase order and take possession of the premises and the work and any materials or other property of Seller used in whole or in part in connection with Seller's performance hereunder and may finish the work by whatever method Buyer deems expedient at the expense of Seller. Upon termination under this provision Seller shall be entitled to no further payment until Seller's performance hereunder is completed by Buyer otherwise.
4. **Drawings and Specifications.** Seller agrees, subject to Paragraph 15, that any goods or services furnished hereunder will comply with any drawings or specifications furnished by Buyer prior to, simultaneously with, or subsequent to this purchase order or referenced or incorporated in any drawing or specifications referenced in this purchase order.
5. **Indemnify.** Seller hereby agrees to indemnify Buyer to the fullest extent permitted by law for any loss, expense, recovery, or settlement, including counsel fees and costs of defense which arise from any demand claim (whether frivolous or not), or suit which may be asserted or brought against Seller or Buyer as a result of any damage to any person or persons (including death) or property allegedly caused by, resulting from, arising out of, or occurring in connection with the furnishing of any goods or services or the performance or preparation for performance of any of the work or any duties of the Seller hereunder, or incidental to or appertaining thereto and whether or not such injury is due to or chargeable to any negligence of the Buyer, the site owner or any contractor under a contract from which the goods or services here ordered are required, or the negligence of any employee of the Buyer, site owner, or aforesaid contractor, including but not limited to any claim based on liability without fault for injury caused by defective products supplied by Seller. Seller also agrees to assume responsibility for and indemnify Buyer for the payment of any taxes or assessments (including penalties and punitive damages) which may be imposed under any federal, state, or local law or ordinance upon, or with respect to any compensation of any person employed by Seller, or Seller's subcontractors under any contract present or future in connection with the furnishing of any goods or services under this purchase order.
6. **Inspection.** Buyer shall have the right to inspect and test all work hereunder at all reasonable times including and during manufacture or assembly either at Seller's plant or at the job site. Seller shall furnish without additional charge all reasonable facilities and assistance for safe and convenient inspection or test; and, if any work shall be covered or made non-accessible without Buyer's approval or consent and without having been inspected, Seller, if required by Buyer, shall uncover or make accessible the work for inspection at Seller's expense. Notwithstanding any prior inspection, the passage of title at the FOB point

or any prior payment all goods and services furnished hereunder are subject to final inspection and acceptance by Buyer at its point or at the job site. If after inspection, Buyer rejects any goods furnished by Seller, hereunder, Buyer may, at its election, return those goods to Seller at Seller's expense. Buyer, by inspecting and not rejecting any goods or services furnished hereunder, shall not be precluded thereby from subsequently revoking his acceptance thereof even if the defect in such goods does not substantially impair their value to Buyer. Only domestic goods shall be used in filling this purchase order unless Buyer's prior written consent is obtained.

7. **Waiver of Claims and Liens.** Seller, for itself and its subcontractors, hereby waives any and all claims against Buyer for or on account of the services, labor, or materials to be furnished hereunder. Furthermore, Seller hereby waives all rights to have filed or maintained any mechanics of other liens for any services, labor or material to be furnished hereunder. Seller agrees that goods furnished hereunder and the improvements or structures wherein those goods may be incorporated, and the land to which they are appurtenant, shall at all times be free and clear of all merchants and other liens and agrees to indemnify Buyer for any expense (including but not limited to damages and legal fees) incurred to remove any lien obtained by Seller or Seller's subcontractors or their employees or materialmen. Seller agrees that this clause shall apply to any and all extra and additional work that may be performed and/or agreed upon to be performed, or any delay cost claims or change in scope of work claims or change order claims of any nature and Seller hereby waives its rights to file claims for the same, unless agreed to in writing by Buyer.
8. **Legal Compliance.** Seller hereby agrees that at its own expense, and as part of the performance hereunder and in consideration of this agreement, it shall comply with all local laws, ordinances, state or federal laws, and any other applicable regulations pertaining to the performance of any service and furnishing of any items hereunder, including but not limited to the Occupational Safety and Health Act of 1970; and Seller agrees to indemnify and hold Buyer harmless against any damages, losses (including attorney costs and court cost) regardless of the nature or extent thereof, fines, penalties, consequential damages or any other costs suffered or incurred to which the Buyer may be exposed as a result of the actual or alleged violation of or noncompliance with any said laws by the Seller in the furnishing of any service or material hereunder.
9. **Loss of Buyer's Goods.** Seller agrees to pay for all goods furnished by Buyer on other than a change basis hereunder which are spoiled by Seller or not otherwise satisfactorily accounted for.
10. **Modification of Purchase Order.** This purchase order contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by Buyer. No prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this purchase order.
11. **Non-waiver of Defaults.** Any failure by Buyer at any time, or from time to time, to enforce any of the terms and conditions of this purchase order shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of Buyer at any time to avail himself of such remedies as it may have for any breach or breaches of such terms and conditions by Seller.
12. **Patents.** Seller warrants: that goods furnished hereunder, and the sale or use thereof, will not infringe any valid United States patent or trademark: that Seller will, at Seller's expense, defend any suit instituted against Buyer charging infringement of any United States patent or trademark by virtue of the possession, use, or sale of any goods furnished hereunder: and that Seller will indemnify Buyer for all expenses, settlements, or recoveries arising from any such suit. If the use of any goods furnished hereunder is enjoined because of patent infringement, Seller, within a reasonable time and at Seller's expense, either shall procure for Buyer the right to continue using such goods, replace such goods with non-infringing goods, or modify such goods so that they become non-infringing or remove such goods and refund to Buyer any sums paid therefor, including transportation and installation charges.
13. **Pay if Paid.** Notwithstanding any other provisions in this Purchase Order to the contrary, it is specifically understood and agreed by the Seller that payment to the Seller is dependent, as a condition precedent, upon the Buyer's prior receipt of corresponding payment from the Owner. This provision, which applies to any and all payments provided for under this Purchase Order,

including, without limitation, all work, extra or additional work, progress or milestone payments and final payment, does not merely set forth the time at which payment must be made to the Seller. Seller expressly acknowledges that it is assuming the risk of Owner's inability to make payment to the Buyer for any reason, including the insolvency or bankruptcy of the Owner. The Seller also acknowledges that it has given access to all information in the Buyer's possession regarding the Owner's ability to perform the prime contract. All payments shall be subject to correction or adjustment in subsequent payments by Buyer only.

14. **Application for Payment.** Each Application for Payment shall be accompanied with all supporting information reasonably requested by Buyer to support the amounts claimed and shall include an applicable lien waiver for both the Seller and any of the Seller's subcontractors in the form attached hereto as Exhibit "A". All Application for Payment (Invoices) requires Buyer job site management approval. However, Buyer reserves the right to accept or reject said Application of Payment at any time after submission of the Application. No payment for work authorized or performed by Seller or its subcontractors shall be made unless said lien waiver accompanies the application for payment.
15. **Project Change Orders, Change Orders, or Overtime.** No claim by Seller that any instructions, by drawing or otherwise, constitute a change in the work or extra work for which additional compensation should be paid to Seller shall be valid, unless, prior to commencing such allegedly extra or changed work, Seller shall have received a written supplement to this purchase order authorizing such work. No claim for additional compensation on the basis that Seller has incurred any expense by reason of any act or failure to act of the Buyer or its subcontractors, materialmen, or any other party, shall be valid unless made in writing within 30 days of the alleged act or failure to act and approval by Buyer. ANY CHARGES FOR EXTRAS NOT SO AUTHORIZED WILL NOT BE PAID. If overtime or multiple shifts are authorized by Buyer for work performed under this purchase order, only the premium cost covered by the union contract, over standard time cost, plus welfare, O.A.B. insurance, and taxes applicable to the premium costs are to be billed as extras to this purchase order.
16. **Quantities.** The count of Buyer shall be binding with respect to quantities of goods furnished by Seller. Buyer shall not be required to pay for any goods in excess of those ordered.
17. **Seller's Knowledge.** Seller has examined the place or places where the work is to be performed and has considered the conditions affecting the performance of work hereunder and waives all claims against Buyer attributable to any such conditions.
18. **Shipping.** If other shipping instructions are not furnished by Buyer, Seller shall forward all goods hereunder by the route and means resulting in the lowest transportation cost consistent with prompt delivery. No charge will be allowed for drayage or packing. Partial shipments are not permitted without Buyer's written advance approval. All handling and storage charges incurred before release by Buyer within a reasonable time after shipping date shall be for Seller's account. Any charges caused by longer delays in releasing goods for shipment must be agreed to by Buyer in advance.
19. **Subcontracting:** Non-Assignability. No part of this order shall be assigned or subcontracted without Buyer's written consent. This order shall be binding upon the parties, their successors, and assigns.
20. **Taxes.** All applicable federal, state, and local taxes are included in the price set forth on the attached purchase order.
21. **Warranty.** Seller warrants that all goods furnished hereunder shall conform to the specifications and drawings applicable to this purchase order, shall be merchantable, and shall be fit for the purpose intended. Seller warrants that, for a period of one year following the complete installation and commencement of operation of the ultimate use intended for any goods or services furnished hereunder, Seller shall, at the direction of Buyer and at Seller's expense, replace and repair any faulty goods and correct any faulty workmanship furnished hereunder; and in any event Seller shall be liable for all consequential damages caused by breach of this warranty. In the event Seller fails to do so, Buyer may make such other arrangements as it sees fit to have any goods or services furnished hereunder repaired, replaced, or corrected; and Seller shall indemnify Buyer for all costs thereby incurred. This remedy shall be available in addition to all other remedies available to Buyer under the Uniform Commercial Code.



22. **Contract Documents.** In the event the Owner’s contract with the Buyer imposes upon the Buyer any broader obligations, Seller agrees to assume the identical obligations associated with the Seller’s work. Seller may request a copy of the Owner’s contract with Buyer which Buyer may redact in its discretion.

Vendor	Buyer
Company Name:	Company Name:
Name Printed:	Name Printed:
Signature:	Signature:
Title:	Title:
Date:	Date: