



P.O. Box 1030
Visalia, CA 93279
(559) 651-4040
(559) 651-4145

Purchase Order

Date

No.

To:

Job No.

Order Placed By:

Vendor Contact:

Phone:

Ship To:

Required Date:

Submittals:

Terms:

Special Instructions:

Quantity	Unit	Unit	Description	Color	Unit Price	Extension
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Subtotal \$0.00

Seals/Biehle Specifications

1. This purchase order constitutes an offer, Seals/Biehle to purchase the above described goods and / or services at the prices and upon the terms above stated and upon the terms and conditions set forth below (which includes an agreement to arbitrate disputes) and on the reverse side of this Purchase Order read the terms set forth below and on the reverse side before accepting this order.
2. Seller has read and understands the specifications described above relating to that certain project to be performed by Seals/Biehle which is identified by Seals/Biehle job number set out above seller by acceptance of this Purchase Order, warrants to and for the benefit of Seals/Biehle that all goods and / or services delivered hereunder will conform to and comply with said specifications in every respect.
3. Resolution of disputes:
 - (a) If any dispute arises between Seals/Biehle and any third party which also involves Seller and Seals/Biehle if is required to pursue procedures established by law or established by any contract with any third party including, but not way of limitation, litigation, arbitration, decisions of Architects or Engineers under any contract or agency or governmental proceedings for resolution of such dispute. Then Seller shall be required, and agrees to become a party to such procedures for the purpose of resolving all the rights obligations and liabilities of seller Seals/Biehle the third party relating to such dispute. Any final decision under such procedures shall be binding upon and seller the same extent it is binding upon and the third party
 - (b) if any dispute arises between Seals/Biehle and seller which is not controlled or determined by subparagraph (a) hereinabove, then the controversy shall be decided by arbitration in accordance with the then current rules of the construction industry arbitration rules of the American Arbitration Association and the arbitration decision shall be final and binding on both parties
 - (c) for purposes of this paragraph "dispute" is defined as any claim or disagreement which in any way relates to or involves the goods and / or services described in this purchase order or the rights, duties, and / or obligations of the parties hereto.
4. The material being purchased hereby is for the use of Contractor in the construction of the project identified on the reverse side (hereinafter referred to as the "Project") for the Owner, in accordance with the Plans and the Specifications prepared by the Architect. Materials received which do not conform with said Plans and Specifications are subject to return to the Vendor at the Vendor's risk and expense. Schedule of Plans, if applicable, is attached as Exhibit "B".
5. To the fullest extent permitted by law, Vendor will indemnify Contractor against and save it harmless from and against loss or expense imposed upon Contractor for damages resulting from death of or injury to person or destruction of property caused by the negligent act or omission of the Vendor, its agents or employees in the performance of this Agreement. Vendor agrees to indemnify and save Contractor, its agents and employees and

Owner, harmless from any and all claims suits and liability for infringement or violation of any patent or patent right arising in connection with the use by Contractor and Owner of any of the materials furnished to them by Vendor, and Vendor agrees at its expense to defend any action brought against Contractor and/or Owner founded upon the claim that any such material or any part thereof infringes any such patent.

6. Vendor shall bear any and all risk of loss until the items ordered have been delivered as specified herein.

7. In the event of any breach by Vendor of any provision or obligation of the Agreement, or in the event of the assertion by other parties of any claim or lien against Contractor, Owner or the premises, arising out of Vendor's performance of this Agreement, Contractor shall have the right to retain out of any payments due or to become due to Vendor an amount sufficient to protect the Contractor completely from any and all loss, damage or expense therefore.

8. Any controversy or claim arising out of or relating to this Purchase Order shall be settled by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

9. Contractor may, at any time, terminate this order in whole or in part by written or telegraphic notice, or verbal notice confirmed in writing. Upon termination for convenience of Contractor, settlement shall be made in accordance with the principles contained in Section 52.249-2, Alternate 1 of the Federal Acquisition Regulation (FAR) relating to termination of subcontractors which section, as in effect on the date hereof, is incorporated hereby by reference. If, however, termination is occasioned by Vendor's breach of any condition hereof, including breach of warranty, or by Vendor's failure to ship the material at the time promised. Vendor shall not be entitled to any claim or costs or to any profit referred to in said FAR and Contractor shall have against Vendor all remedies provided at law and equity.

10. Workmen's Compensation, Employers' and General Public Liability Insurance, an Automobile, Public and Property Liability insurance together with Social Security and Unemployment Compensation Taxes on labor involved in executing this order shall be at the expense of and paid for by Vendor to the proper agencies.

11. Vendor acknowledges that payment by Owner to Contractor for materials supplied by Vendor shall be a condition precedent to payment by Contractor to Vendor. Vendor shall not be entitled to interest on invoices for a period of 120 days after delivery.

12. Acceptance of this Purchase Order is limited to the terms hereof. No agreement, order acknowledgement, or other understanding in any way modifying the conditions of this contract will be binding upon Contractor unless made in writing and signed by its authorized representative. This Purchase Order constitutes the sole agreement between Vendor and Contractor, and all prior or contemporaneous oral or written terms are superseded hereby.

13. Vendors shall furnish, for the approval of Architect, all shop drawings and such samples as Architect may require, and all workmanship and materials for the Project shall be in strict accordance with said approved samples.

14. Vendor is familiar with the Fair Labor Standards Act in relation to wages and hours and where such act applies to the materials furnished under this contract, Vendor agrees to comply with the terms and provisions thereof and agrees to hold Contractor harmless from any violation of the same by Vendor.

15. Time is of the essence of this Purchase Order, and Vendor shall be liable for any such damage incurred by Contractor arising out of Vendor's failure to timely perform hereunder.

16. It is mutually agreed between the parties hereto that no certificate given or payment made under this contract, except the final certificate or final payment, shall be conclusive evidence of the performance of this contract, wither wholly or in part , and that no payment shall be construed to be an acceptance of defective work or improper materials. Contractor shall not be deemed to have accepted any item from Vendor until after each item has been unpacked or uncreated by the contractor, and in the case of equipment until started and tested by Contractor.

17. Vendor shall not sublet or assign this contract or any portion thereof without the written consent of Contractor.

18. Contractor or its representative shall have full and free access to the shops, factories or other places of business of Vendor, or the vendor of this Vendor, in order that it may inform itself as to the general condition and progress of the work herein contemplated.

19. All work and materials furnished hereunder shall comply, in every respect, with all federal and state laws and municipal codes, ordinances and regulations relating thereto or relating to Vendor's conduct of its business.

20. Vendor warrants and guarantees the materials furnished hereunder and agrees to repair or replace at its own expense any defect in materials which may occur or develop within one (1) year after substantial completion of the Project. If the material furnished to Contractor shall fail to conform to this Agreement or to any express or implied warranty, Vendor shall furnish instructions for its disposition. Any expense or charges involved in such disposition shall be borne by Vendor.

21. Contractor reserves the right at any time to make changes in one or more of the following: (a) Specifications, drawings, plans and other data incorporated in this Purchase Order where the items to be furnished are to be specifically manufactured for Contractor; (b) Methods or shipping or packing, (c) Place of delivery; and (d) Time of delivery. If any such change causes an increase or decrease in the cost or the time required for Vendor's performance of the Purchase Order, an equitable adjustment shall be made in the price or delivery schedule, or both. Any claim by Vendor for adjustment under this clause shall be deemed waived unless submitted in writing within ten (10) days from

receipt by Vendor of the change. Price increases or extensions of time for delivery shall not be binding on contractor unless evidenced by a Change Order issued and signed by Contractor.

22. A waiver of any provision hereof by Contractor at any time during the performance of this Purchase Order shall not constitute or be construed to be a waiver by Contractor of any such provision at any other time.

Authorization

By: _____

By: _____

Sub-Total \$0.00

Tax: \$0.00

Freight: \$0.00

Total: \$0.00

Discount % _____