** PURCHASE ORDER**

|  |  |
| --- | --- |
| Purchase order | No\_ |
| Order Date: | Posting\_Date |
| Job No: | Job\_No\_ |
| Job Description: |  |

916 Meridian Street

Huntsville AL 35801

Phone - 256-678-8351

|  |  |
| --- | --- |
| To: | Buy\_from\_Address |
|  | Buy\_from\_Address\_2 |
|  | Buy\_from\_City |
|  | Buy\_from\_Contact |
|  | Buy\_from\_Contact\_No\_ |

|  |  |
| --- | --- |
| Ship To: | Ship\_to\_Address |
|  | Ship\_to\_Address\_2 |
|  | Ship\_to\_City |
|  | Ship\_to\_Contact |
|  | Ship\_to\_Code |
|  |  |
|  |  |
|  |  |

|  |  |
| --- | --- |
| Tax Ident: |  |
| Ship Via: |  |
| Received By | Ship\_to\_Name |
| Terms: | Payment\_Terms\_Code |
| Vendor No: | Vendor\_Order\_No\_ |

|  |  |
| --- | --- |
| Confirm To: | Your\_Reference |
| Buyer: | Buy\_from\_Vendor\_Name |
| Phone No: |  |
| Vendor ID: | Buy\_from\_Vendor\_No\_ |
| Vendor invoice No: | Vendor\_Invoice\_No\_ |

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| --- | --- | --- | --- | --- | --- |
| Item no | Description | Unit | Quantity | Unit Price | Total Price |
| No | Description | Unit\_of\_Measure | Quantity | Unit\_Price\_\_LCY\_ | Amount |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  | Subtotal: | CustomAmount |
|  |  |  |  | Tax: |  |
|  |  |  |  | Invoice Discount: | Inv\_\_Discount\_Amount |
|  |  |  |  | Total: | Total |

1. ENTIRE AGREEMENT. The Purchase Order (the "Order") is issued to Seller by Wilcock, LIC ("Wilcock") for the purchase of materials, equipment, supplies, labor or services, including shop drawings, tests, engineering, and other submittals (collectively "Products"), in connection with its work on the Project listed herein. The term "Contract Documents" means all conditions, requirements, drawings, specifications and other documents for the Project, including Wilcock's contract with Owner, which have been furnished or made available to Seller. Hach shipment received by Wilcock from Seller shall be made only upon the terms contained in this Order, except as they may have been modified by Wilcock in writing, notwithstanding any terms and conditions in any acknowledgment, invoice, or other form of Seller, and Wilcock hereby rejects any different or additional terms and conditions proposed by Seller. Seller's shipment of any of the Products or performance of this Order, or Seller's receipt of any payment made pursuant to this Order, shall constitute Seller's acceptance of this Order, as fully as if Seller had accepted in writing. Seller acknowledges that this Order constitutes the entire agreement between the parties. In the event of a conflict between the terms in the body of the Order and these Terms and Conditions, such terms in the body of the Order shall prevail.

2. INCORPORATION OF CONTRACT DOCUMENTS. Pursuant to the Contract Documents, Seller agrees that any such clauses and provisions required to be included herein by the Contract Documents are hereby incorporated into this Order as though fully set forth herein. Seller shall comply with the requirements of such incorporated clauses and provisions.

3. PRICE. The Onder price is inclusive of all charges including, but not limited to, labor, equipment, materials, taxes, insurance, overhead and profit, unless expressly excluded in the body of the Order above. No extra charge of any kind, including freight and packaging, shall be added to the Order price unless specifically agreed to in writing, in advance, by Wilcock.

4. DELIVERY. Time is of the essence in the Seller's performance of this Order. Delivery of the Products shall be made in strict compliance with this Order at Seller's expense on time and to the location specified and shall not be deemed complete until accepted by Wilcock. Risk of loss and/or damage shall remain with Seller until receipt by Wilcock. In the event that (i) Owner orders or directs Wilcock to stop or suspend work for any reason, or (ii) if Wilcock’s work on the Project is suspended, delayed, or cancelled for any other reason beyond Wilcock's reasonable, direct control, including, but not limited to government or governmental agency acts, declarations, or decrees, fires, strikes, epidemics, wat, or terrorism, then Wilcock may direct Seller, in writing, to suspend or stop procurement, manufacturing, fabrication, or shipment of Products, in whole or in part, until further notice In such case, Seller shall not be entitled to any addition to the Order price for any claims of delay, inefficiency, loss profit, loss of use, or any other damages of any kind whatsoever, and the Order price shall remain as set forth herein. However, if Wilcock thereafter directs seller to resume procurement, manufacturing. fabrication, or shipment of Products, Seller shall be entitled to an equitable adjustment in the time for delivery of Products equivalent to such period of suspension of stop work order, and such a request for an equitable adjustment must be submitted by Seller to Wilcock no later than thirty (30) days after Seller receives such direction from Wilcock.

5. MATERIALS AND WORKMANSHIP. The Products supplied hereunder shall be the kind, make and quality of materials and components set forth herein and in the Contact Documents, and shall be manufactured and fabricated in a first class, proper, and workmanlike manner.

6. INSPECTION AND ACCEPTANCE. All Products shall be received subject to Wilcock's rights of inspection, rejection, and revocation (pursuant to Art. 2 of the applicable Uniform Commercial Code). Any Wilcock representative's signature on any shipping/receiving or acknowledgment documents shall not constitute acceptance of Products or acceptance of any different terms or conditions, or acknowledge any condition of Products, but shall merely acknowledge receipt of a shipment. Wilcock may elect to conduct in-process inspection of the Products provided hereunder at Seller's facilities. Such interim inspection shall not be deemed to be final acceptance. Without limiting any of Wilcock's rights provided by law or by this Order, Seller shall, upon request of Wilcock and at Seller's expense, immediately replace at Wilcock’s facility or jobsite any Products rightfully rejected by Wilcock at Seller's costs. Payment for or use of Products prior to inspection shall not constitute acceptance thereof and shall be made without prejudice to any and all claims that Wilcock may have against Seller.

7. PAYMENT. Unless otherwise agreed on this Order, all payments due hereunder shall be due and owing net 30 days following Wilcock's receipt of a correct and proper invoice. Wilcock shall withhold retainage from any payment otherwise due under this Order in accordance with the terms for retainage set forth in Wilcock's contract with the Owner. Wilcock may withhold from any payment due hereunder to such extent as may be necessary to protect Wilcock from loss or damages attributable to Seller's performance or breach of this Order including without limitation liens, defective Products, fabrication errors, design errors, delays, etc. Seller shall promptly pay for all labor, materials and services used in the performance of this Order, and Wilcock may withhold monies pending receipt of satisfactory evidence of the absence of liens, encumbrances, and claims. Before payment hereunder shall become due, Scler shall waive in writing all types and forms of mechanic's liens for material, labor, services, supplies, equipment and/or other items furnished, all such waivers to be in form and substance satisfactory to Wilcock. Seller shall defend, indemnify and hold harmless Wilcock for any breach or violation of this section, and Seller agrees to promptly satisfy any and all such liens and claims by others for payment arising out of Products furnished hereunder. Notwithstanding the date when payments are due and owing under this Order, Wilcock's obligation to make any payment under this Order is subject to the express condition precedent of payment by Owner. Seller agrees that it shall furnish all information as Wilcock may require with respect to all of Seller's obligations incurred in connection with the Products, payments made, and amounts remaining unpaid, to whom, and the reasons therefor.

8. CHANGES. Wilcock may make changes in the Products, specifications, delivery location, shipment, schedule, or otherwise relating to this Order at any time. Seller shall promptly comply with all such changes. If there is any increase or decrease in the price hereof as a result of said change, Seller shall notify Wilcock immediately. No modification, alteration or amendment to this Order shall be effective unless in a written Change Order signed by Wilcock. Any changes not so authorized shall not be paid. No deviations/substitutions from the specifications or requirements of this Order are permitted without prior written approval from Wilcock.

9. DRAWINGS. Seller shall prepare and furnish all required shop drawings, product data and samples ("Submittals") relating to the manufacture, installation and operation and maintenance of the Products, including necessary details for the design of proper supporting structures.

Seller shall furnish these Submittals in the required quantities and types and in strict compliance with the schedule and must receive approval thereof prior to fabrication.

10. INSURANCE. Seller shall maintain commercially reasonable general liability insurance (including products/completed operations, independent contractor's broad form contractual liability, and broad form property damage), professional liability insurance, automobile liability insurance (including non-owned automobile liability) and worker's compensation and employer's liability insurance as will adequately protect Seller and Wilcock in the minimum coverage amounts required under the Contract Documents. All general liability policies must be occurrencebased policies and must name Wilcock as an additional insured. Seller's insurance shall be primary to any insurance maintained by Wilcock. The terms of coverage shall be evidenced by certificates of insurance reflecting the required coverages, which shall be subject to audit and verification by Wilcock.

11. PATENTS. Seller agrees to defend, indemnify and hold harmless Wilcock, its successors, customers and users, from and against all liability, economic loss, damage, and expense (including attorneys' fees) associated with any actual or alleged infringement of any intellectual property right, or any litigation based thereon, with respect to the Products (or any part thereof) covered by this Orders such obligation to survive acceptance/payment of such Products.

12. INDEMNIFICATION. Seller shall defend, indemnify and hold harmless Wilcock, and its agents, consultants, and employees from and against all claims, demands, actions, causes of action, liens or suits of any kind for bodily injury, personal injury, sickness, disease, or death, or damage to or destruction of property (including loss of use thereof), whether in contract or in tort. or at law or in equity (individually and collectively, "Claims) that may arise, whether in whole or in part, during, from, or in relation to Seller's Products or components of Products and whether fabricated, ordered, delivered, provided or undertaken in connection with this Order. Seller's indemnity obligation shall include all reasonable expenses, attorneys' fees, and other costs incurred by Wilcock in connection with any such Claims. Seller's obligation hereunder shall not be limited as to amount or type of damages, compensation, or benefits payable by the provisions of any worker's compensation act, disability act, or other employee benefit, act, or by any insurance policy. Seller hereby releases and waives all rights of subrogation against Wilcock possessed by Seller's insurers. Seller hereby represents that it is authorized by its insurers to grant such release and waiver.

13. WARRANTY. Seller acknowledges and agrees that, notwithstanding any drawings, specifications or other express descriptions of the Products set forth in this Order, Wilcock is relying on Seller's skill and judgment to furnish suitable material for the purposes described herein. Seller warrants to Wilcock and to Owner that the Products are new, merchantable, safe, fit for intended use, free from defects in workmanship, design, materials, and title, and conform to the Contract Documents, any specifications, drawings, samples, or other descriptions furnished by Wilcock, referenced herein, or applicable thereto. Products found to be nonconforming or defective in material or workmanship within one (1) year from the date of putting same into service by ultimate user (or such longer period as required by the Contract Documents) shall, at Wilcock's option, be: (i) corrected or repaired in place by Seller, (ii) replaced at Wilcock's facilities by Seller, or (il) returned to Seller at Seller's expense (including transportation and handling costs) for repair, replacement or full refund. Repair or replacement shall be initiated immediately and shall be pursued diligently and continuously, utilizing Seller's best efforts in order to minimize the impact on Wilcock's operations. Any replacement of Products or corrections to workmanship shall be additionally warranted against such defects or faults for a period of one (1) year after date of remedying said defects or faults or such longer period as may be provided by the Contract Documents. Seller acknowledges that, notwithstanding any drawings, specifications, or descriptions set forth in this Order, Wilcock is relying on Seller’s skill and judgment to furnish suitable Products for the purposes of the Project described herein. All warranties shall survive any inspection, delivery, payment, use or acceptance of Products or Services. Seller agrees that all warranties and indemnities applicable to Products provided hereunder shall automatically inure to the benefit of, and be directly enforceable by, a third party purchasing or receiving such Products from Wilcock. Any costs, expenses or damages (including correction costs) incurred by Wilcock associated with a breach of these warranties, including attorneys' fees and expenses, shall be borne by Seller and may be offset against any monies owing to Seller hereunder or otherwise.

14. COMPLIANCE WITH LAWS. Seller shall comply with and give all certifications, stipulations, and representations required by all applicable federal, state and local laws, regulations, rules and orders, including without limitation wage, labor, discrimination, and safety laws, regulations, rules and orders (collectively, "Laws"). Seller warrants that all Products will be designed and manufactured to comply with the Occupational Safety & Health Act of 1970, and the regulations and standards thereunder. Seller shall defend, indemnify and save harmless Wilcock from and against any claims, liabilities, expenses (including attorneys' fees), fines, penalties, damages and/or economic losses arising out of or resulting from the failure of Seller to comply with this section. Seller shall at all times, to the extent they apply, comply with the rules, regulations, policies and guidelines, including without limitation those related to environmental, health and safety, which are established by Wilcock.

15. CANCELLATION/DEFAULT. In addition to all its other legal remedies, Wilcock reserves the right to cancel all or any part of the undelivered or unperformed portion of this Order if Seller does not make deliveries or perform as specified, or if Seller breaches any of the terms hereof, including, but not limited to, providing Products that are defective or non-conforming to the requirements of this Order and the Contract Documents and which Seller does not cure within a reasonable time. In the event of such cancellation, Seller shall be liable to Wilcock, and Seller shall be liable for any excess cost or re-procurement cost as well as any liquidated, incidental, economic and consequential damages or losses sustained as a result thereof. Wilcock may withhold monies or cancel this Order if, in Wilcock's discretion exercised in good faith, there is a reasonable doubt that Seller will meet the requirements of this Order or there is a deterioration in Seller’s financial situation which threatens to impact Seller's ability to comply with its obligations hereunder. Seller agrees to indemnify Wilcock from any losses, costs or damages resulting from Seller's delays, failures, or other breaches of this Order. Wilcock may deduct, back charge, withhold, recoup, and setoff against amounts owed by Wilcock to the Seller under this Order or any other contract or purchase order between Seller and Wilcock (or an affiliated Wilcock entity) any amounts owed, or chimed to be owed, for any damages, default, or deficiencies caused by or attributable to Seller in the performance of this Order or any other obligation of Seller.

16. TERMINATION FOR CONVENIENCE. Wilcock may at any time and without cause terminate this Order, in whole or in part, by notice to Seller. In the event of termination, Seller shall immediately stop work. If Seller is not in default of this Order, and, as Seller's sole and exclusive remedy, Wilcock will pay an amount not more than the unpaid price of this Order for actual, reasonable, and documented costs for Products incurred by Seller prior to termination. All Products delivered or partially delivered prior to termination shall become the property of Wilcock, or at Wilcock's option, the salvage value of the Products may be deducted from any amount due Seller by reason of the termination.

17. ASSIGNMENT. This Order may not be assigned or transferred by Seller in the absence of Wilcock's prior written consent thereto. Wilcock may assign or otherwise transfer all of its rights, duties and/or obligations under this Order, in whole but not in part, to any person or entity at any time during the term with advance written notice thereof.

18. WAIVER. The failure of Wilcock to insist in any instance upon strict performance by Seller of any provision of this Order shall not be construed as a continuing waiver of such item, or waiver of any other provision of this Order.

19. GOVERNING LAW. This Order shall be governed by and construed in accordance with the laws of the state to which Products are delivered without reference to that state's conflicts of law principles, unless the laws of a different state govern the Contract Documents, in which case the laws that govern the Contract Documents shall also govern this Order. Ne

20. DISPUTES. Notwithstanding any contrary provisions in the Contract Documents, nor any provisions incorporated by reference in this Order, any and all disputes between Wilcock and Seller shall, at Wilcock's sole option, be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. EACH PARTY HEREBY WAIVES ITS RIGIT TO A TRIAL BY JURY. The parties hereto acknowledge that they have read and understood these provisions regarding arbitration and agree this transaction is in interstate

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| --- | --- |
| ACCEPTED BY [SELLER] | WILCOCK, LLC |
| Print Name: | Print Name: Joel Wilson |
| Title: | Title: Sole Managing Member |
| Signature: | Signature: |
| Date Signed: | Date Signed: |
| Taxpayer I.D. No.: | Taxpayer I.D. No.: |