

DC Construction Management LLC

Purchase Order No.: PA 001-08

712 Elizabeth Street
Mishawaka, Indiana 46032Phone: (574) 217-2003
Tele-fax: (574) 252-0685)*This number must appear on all
invoice and shipping documents*P. O. Date:
Account No.:Phase Code No.:
Project Name:
Project Number:
Vendor No.:**PURCHASE ORDER**

TO:	<div></div>	SHIP TO:	<div></div>
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Vendor Phone No.: ()

Date Required: _____ FOB Point: _____ Ship VIA: _____ Terms: _____

*Delivery Date To Be Confirmed By Telephone. Call Contractor's
Construction Superintendent to Answer Any Questions Re: This Order.*☐ Prepaid ☐ Paid.

Furnish the following materials, equipment and supplies, with all accessories, parts and transportation included ("Materials"), in strict accordance with and subject to the plans, drawings, specifications and Contract Documents for the above Project and the Contract of DC Construction Management LLC ("Contractor") for the Project, and subject to all terms and conditions of purchase set forth on the face and opposite side of this Purchase Order or attached hereto and made a part hereof:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT

Purchaser Exemption Certificate No. _____ ☐ Taxable

Deliver on, before __, or as required and scheduled by Contractor, time being of the essence. Notify Contractor immediately if you are unable to deliver as specified. No back orders accepted by Contractor without prior approval. Prices on this Purchase Order are not subject to change or escalation. **Please sign the acknowledgment and return all copies. One fully executed copy will be returned for your file.** This Purchase Order shall be deemed accepted by acknowledgment, commencement of performance hereunder, shipment or counter-signature hereon. Acceptance is limited to the terms stated herein and no others, and shall be binding unless written objection is received within 10 days from the date of this Purchase Order.

VENDOR:**DC Construction Management LLC**

By: _____

By: _____

Title: _____

Title: _____

TERMS AND CONDITIONS OF PURCHASE

1. Hereby made a part of this Purchase Order with DC Construction Management LLC ("Contractor") by reference are the Contract Documents, consisting of the plans, specifications, Project Manual, any addenda thereto, general, special and supplementary conditions, schedules, drawings, and any other document which forms or governs Contractor's Contract with Owner or General Contractor ("Contract"), together with all regulations, rulings, specifications now in effect or which may be adopted, applicable or pertaining to said work required in the Contract, and Vendor shall be bound thereby in the performance of this Purchase Order and agrees to comply therewith and furnish its Materials in accordance therewith.

2. Vendor, without limiting any other obligations contained herein, assumes toward Contractor all of the obligations, duties and responsibilities that Contractor assumes in the Contract. Contractor shall have the same rights and privileges as against Vendor as may exist against Contractor in the Contract. Such obligations shall include, but not be limited to, such matters as warranties, scheduling and coordination, approvals for substitutions, shop drawings and sample submittals, and indemnification, unless specifically provided otherwise by this Purchase Order.

3. The Project is being scheduled on the basis of a progress schedule. Shop drawings, samples, and other data must be submitted in the time and fashion as required by Contractor. Vendor shall immediately make all required corrections. A firm delivery requirement may be issued by Contractor with which Vendor shall comply. Contractor reserves the right to postpone delivery of the Materials supplied hereunder or accelerate such deliveries or performance as may be required by the progress of the Project. Vendor hereby agrees to carry out Contractor's instructions in regard to time of deliveries or manner of performance at no additional expense to Contractor. Failure by Vendor to comply with any terms hereof may be deemed a breach of this Purchase Order.

4. Vendor shall insure its Materials against all risks of loss and damage. Delivery shall be F.O.B. Project at a time and place directed by Contractor, unless stated otherwise. Vendor, or Vendor's shippers, must notify Contractor 48 hours before attempting delivery. No shipment is to be made without release and consent by Contractor. Units must be shipped complete and in a proper sequence for installation. No partial shipments will be accepted unless requested and approved in writing. All Material delivered to the project shall have attached identification. Each accessory or component, which is shipped "loose", shall be marked or tagged the same as the basic item. Vendor will furnish notarized certificates of compliance, or other evidence reasonably requested by Contractor stating that all Materials are or will be in full compliance with the Contract and the Contract Documents before any material is processed, fabricated or delivered.

5. Vendor shall furnish Material Safety Data Sheets with each shipment for all of its Materials delivered under this Purchase Order.

6. Instruction or operation and or maintenance manuals, if specified, including parts, lists and certifications, shall be furnished by Vendor. Delivery, installation or erection of equipment shall not be considered to be complete until approved copies of the operation and maintenance manuals are in the hand of Contractor. Such manuals shall include drawings of all equipment, including minor parts and sub-assemblies in such detail as will permit the assembly of each piece of equipment for maintenance. Parts drawings shall show such fabrication and assembly details as are required to permit disassembly and assembly of the equipment. Vendor shall furnish start-up and instructional service, if specified.

7. Vendor, at no additional cost and in a timely manner, shall furnish erection or installation directions, instructions or on-site assistance as is specified or required by Contractor so as to enable Contractor to properly erect or install Vendor's work.

8. Any and all samples, test reports, certificates of compliance, warranties, guarantees, or the like, required by the Contract, shall be furnished by Vendor at no additional cost, and Vendor shall be liable there under to Contractor as Contractor is liable under the Contract. No attempted disclaimer of warranty or limitation of liability there under by Vendor shall be effective or enforceable as against Contractor or any other party without Contractor's express, separate written acceptance and agreement to such disclaimer or limitation.

9. Vendor and manufacturer of the Materials supplied under this Purchase Order shall indemnify, defend and save harmless Contractor, the owner, architect or engineer, and any other party to Contractor's Contract, and all persons acting for or on behalf of these parties, from any and all claims and liability of any nature or kind, including costs, attorney fees, expenses arising from or occasioned by any breach of this Purchase Order, or infringement or alleged infringement of patent rights on any invention, process, article or apparatus, or any part thereof, or arising from or occasioned by the use thereof.

10. Vendor shall be liable for all damages, costs, and expenses, direct and indirect, including Contractor's attorney fees and related legal expenses, resulting from any neglect, failure to perform, default or breach of this Purchase Order. If Vendor neglects, fails to perform, defaults or breaches any of its obligations under this Purchase Order, Contractor may, after seven (7) days written notice, during which period the Vendor fails to cure such neglect, failure, default or breach, undertake to perform such obligations. The damages, costs or expenses to Contractor to perform such obligations will reduce the Purchase Order amount. Contractor shall not be liable to Vendor for any further payment under the Purchase Order unless and to the extent that the unpaid balance of the amount to be paid under the Purchase Order exceeds any damages, costs and expenses as herein provided. If there remains an amount owing to Contractor after so reducing the amount of the Purchase Order, Vendor shall pay such amount to Contractor immediately upon its being invoiced by Contractor.

11. Payments shall not become due to Vendor unless and until Contractor receives payment for such Work from Owner and the amount due shall not exceed the amount actually received by Contractor as applicable to Vendor's Purchase Order. Such receipt of payment by Contractor is intended as a condition precedent to Contractor's duty to pay Vendor and Vendor accepts the risk of such contingency. Upon receipt of said payment by Contractor, Contractor shall make payment to Vendor within thirty (30) days thereafter, provided Vendor is not otherwise in breach or default of any terms of this Purchase Order. Contractor shall not pay any interest, finance charges, or carrying charges unless or until payment is due and unpaid in accordance with the terms hereof, in which event, payments shall bear interest, finance charges or carrying charges at the rate of eight percent (8%) per annum from the date payment is otherwise due and owing.

12. No additional charges or costs of any kind, including charges for exchanges, extras, suspensions, inefficiencies, or delays will be allowed unless specifically and beforehand agreed to in writing by Contractor. Any costs, damages or penalty charged to Contractor under the Contract on account of the failure to complete or perform the Contract in the time and manner specified shall be borne by all Subcontractors or Material Suppliers, including Vendor, who have delayed or disrupted completion or performance of the Contract, in proportion to the delay or disruption caused by them. Contractor is to be the final arbiter in determining the cause of the delay or disruption, and of the allocation of the amount of any cost, damages or penalties among the Subcontractors, Material Suppliers and Vendors causing the delay or disruption.

13. Vendor, without negating any other warranty or guarantee contained in this Purchase Order, or any of the Contract Documents, expressly warrants that all materials and articles covered by this Purchase Order or other description or specification furnished by Contractor will be in exact accordance with such Purchase Order, description or specification and free from defects in material and/or workmanship, and will be merchantable and fit for their intended purpose. Such warranty shall survive delivery and shall not be deemed waived either by reason of Contractor's acceptance of the Materials or articles or by payment for them. Contractor must approve any deviation from this Purchase Order or specifications furnished hereunder, or any other exceptions or alterations, in writing.

14. Contractor reserves the right to cancel without liability to Vendor all or any part of the undelivered portion of this Purchase Order if Vendor does not make deliveries as specified, time being of the essence of this Purchase Order, or if Vendor breaches any of the terms hereof including, without limitation, the warranties of Vendor provided herein or elsewhere in the Contract Documents. Contractor, by written notice to Vendor, also shall have the right to terminate and cancel this Purchase Order for any cause or for Contractor's own convenience. In such event, provided Vendor is not in breach or default of any term hereof, Contractor shall pay Vendor for the Materials actually furnished to the site in an amount proportionate to the contract price. Under no circumstances shall Contractor be liable for any other costs, including lost or anticipated profits on Materials not furnished.

15. All Materials shall be received subject to Contractor's right of inspection and rejection. Contractor's inspection and rejection may occur at any time prior to completed installation and incorporation of the Materials into the Project. Defective goods not in accordance with Contractor's specifications will be held for Vendor's instructions at Vendor's risk for a reasonable amount of time to be determined by Contractor and if Vendor so directs, will be returned at Vendor's expense. If inspection discloses that part of the goods received are not in accordance with Contractor's specifications or the Contract Document requirements, Contractor shall have the right to cancel any unshipped portion of the Purchase Order. Payment for goods prior to inspection shall not constitute acceptance and shall be without prejudice to any claims or remedies, which Contractor may have otherwise.

16. Vendor, for itself and all others directly or indirectly acting for, through or under Vendor, in consideration of Contractor making this Purchase Order, agrees that no stop work notices, mechanic's liens or claims, or any statutory claim notices to Owner, will be filed against the Project or premises or any interests therein, or against any fund or money due or to become due to Contractor for or on account of any work, materials, or other items performed or furnished in connection with the Materials, and Vendor hereby expressly waives and releases any and all such rights to file such notices, liens and claims, and agrees that this waiver and release shall be an independent covenant and shall apply as well to Materials furnished under a change order or supplemental agreement for extra or additional goods or work.

17. This Purchase Order and any contract resulting there from may not be assigned by Vendor without Contractor's written consent.

18. In resolving conflicts, errors, discrepancies and disputes concerning the materials to be furnished or obligations to be performed by Vendor under this Purchase Order, the terms and conditions of this Purchase Order shall be given precedence over all other documents, including the plans and specifications.

19. Claims, disputes and other matters in controversy arising out of or related to this Purchase Order shall be decided by arbitration, which shall be conducted in the same manner and under the same procedure as provided in the Contract, except that a decision by the Architect shall not be a condition precedent to arbitration. If the Contract does not provide for arbitration or fails to specify the manner and procedure for arbitration, it shall be conducted in accordance with the American Arbitration Association's Construction Industry Arbitration Rules then obtaining, unless the parties mutually agree otherwise. At Contractor's option, an arbitration tribunal other than the American Arbitration Association may be selected to administer the arbitration. The arbitrator may not vary or disregard the terms of this Purchase Order.

20. This Purchase Order and any contract resulting there from shall be construed according to the laws of the State of Indiana. Venue and the forum for any action involving this Purchase Order shall be only in Mishawaka Indiana, unless agreed to otherwise by Contractor.

21. This Purchase Order, together with the documents referred to herein, represents the entire Agreement between the parties. There are no agreements, understandings, inducements or representations, oral or otherwise, leading up to or inducing the execution of this Purchase Order, which are not contained herein. This Purchase Order may not be modified except by a writing signed by both parties hereto.