

LeChase Construction Services, LLC

PURCHASE ORDER

205 Indigo Creek Drive
Rochester, NY 14626

Phone: (585) 254-3510
Fax: (585) 254-3871

No.

VENDOR NO.:

PROJECT:
REQUESTED BY:
DESCRIPTION:

DATE:
PROJECT NO:
DELIVERY DATE:

TO: _____ **SHIP TO** _____

ATTN:
PHONE:
TERMS:

FOB: J

Committed Not Committed

Item	Quantity	Units	Stock Number/Description	Unit Price	Tax Rate	Tax Amount	Net Amount
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Remarks:

Please return one signed copy for our files. Thank you.

(Please Circle) Is this Job:	Taxable	Tax Exempt
Capital Improvement	HUD	CCMIDA

Total Net Amount:

Freight:

Tax: _____

Total:

Contracted By:

Contracted By:

LeChase Construction Services, LLC

Signed: _____

Signed: _____

By: Michael E. Riley

Date: _____

Date: _____

1. All goods furnished hereunder shall be in strict accordance with Purchaser's specified bid requirements and/or with such plans, specifications, and general or special conditions to which Purchaser is subject under the Prime Contract with the Project Owner, and Seller shall be bound to such terms to the same extent as Purchaser. Insofar as they are not inconsistent with this order, such bid requirements and/or Prime Contract terms are incorporated by reference and made a part hereof as fully as if written herein. The Prime Contract documents are on file at the office of the Purchaser, and available to Seller upon request.
2. All goods furnished under this order shall be subject to the approval of the architect, engineer, or other party designated in the Prime Contract documents, and shall not be deemed accepted until formally accepted by the Project Owner. Seller shall furnish promptly any required shop drawings, samples or other product data in such time, manner and sequence as to assure timely delivery of all goods hereunder. Approval of submittals shall not excuse Seller from any other requirements of this Order.
3. The goods to be supplied pursuant to Order shall, at Purchaser's option, be subject to inspection and test at the maker's works, whether or not paid for in advance.
4. Seller agrees that the goods furnished hereunder shall be fabricated, packaged, shipped and delivered so as to assure that such goods shall (a) be free of mold and moisture beyond normal or specified product tolerances, and (b) not subject the work or materials of others to water or moisture intrusion. Seller shall be responsible for all costs, including testing, remediation and repair, caused by any breach hereunder, and shall defend and indemnify Purchaser against all claims and liabilities arising from any breach except to the extent caused by Purchaser's own negligence.
5. Time of delivery of this Order is of the essence, and Purchaser reserves the right to cancel without charge, all or any part of this order if not performed within the specified time. Seller agrees to indemnify the Purchaser for any loss or damage incurred due to delay or otherwise to the extent caused by Seller's breach. Purchaser shall be entitled, upon written request, to receive promptly from Seller such assurance as Purchaser may require that Seller will duly and timely perform its obligations hereunder. Failure to furnish such assurance satisfactory to Purchaser shall be a material breach hereof. Exercise of the right of cancellation shall not be deemed a waiver of any other rights Purchaser may have. Delivery of non-conforming goods shall not entitle Seller to a time extension.
6. No partial shipments accepted unless Purchaser agrees in writing.
7. The Seller agrees to comply with all laws, regulations, ordinances and enactments of whatever kind, applicable at any time pertinent to Seller's performance under this Purchase Order.
8. Goods rejected as non-conforming or defective may be returned at Seller's expense, including cost of transportation both ways, reloading, etc. This right is in addition to any other remedies provided by law.
9. This Order is subject to change or cancellation by Purchaser to the same extent, and under the same terms, as is Purchaser's contract with the Owner, its representative or contractor. Purchaser reserves the absolute right to return to Seller at the invoice price all items that are regularly carried in Seller's stock.
10. The contract price or prices appearing on this Purchase Order are complete and final (and inclusive of all taxes and fees) as to each of the goods covered by this Order and there shall be no price additions or modifications except as may result from written change in the specifications. In the event of such change, any alteration of the contract price shall be effected in writing by Purchaser. Seller shall not proceed with changes affecting contract price without prior written authorization. No Charges for boxing, packing or cartage will be allowed unless stated herein or later agreed to by Purchaser in writing.
11. Payment and discount periods shall commence only upon both acceptance of the goods by the Owner of the project and receipt of correct and sufficient invoice or invoices by Purchaser. Progress payments shall be in Purchaser's sole discretion. In no event shall Purchaser be liable for interest or finance charges sooner than 60 days from Owner acceptance of all goods.
12. Any labor or services furnished at the project site shall be furnished in compliance with applicable safety requirements, Labor Law requirements and/or labor agreement requirements. No person under the control of Seller or its vendors, shippers or service providers shall go onto the site of the work unless and until satisfactory proof of required insurance has been delivered to Purchaser.
13. Seller represents and warrants that all goods and services furnished under this Purchase Order shall meet all applicable OSHA standards and applicable State and Local laws, regulations, standards and requirements pertaining to safety.
14. All goods furnished under this Order shall be guaranteed by the Seller against defects, and Seller agrees to remedy without charge any defects, latent or patent, not due to ordinary wear and tear, or not due to improper use or maintenance, which defects may develop with one year from date of acceptance by Owner, or within the guarantee period set forth in applicable provisions of the Prime Contract documents, whichever period is longer.
15. Seller also guarantees any goods covered under this Purchase Order to produce capacities or meet design specifications and functions (1) as called for in the bid documents and any applicable plans, specifications, conditions, addenda or other Prime Contract documents; and (2) as herein set forth; and (3) as published or warranted by the manufacturer for the goods involved. In the event any goods do not meet the foregoing requirements, Seller shall immediately replace same, or remedy any deficiency, without expense to Purchaser, and Seller shall pay to Purchaser any resulting loss or damage.
16. Seller shall defend, indemnify and hold harmless Purchaser and Owner against any and all claims, liabilities, damages, and expenses including, without limitation, attorneys' fees arising from the actual or alleged direct or contributory infringement of any patent, trademark or similar right pertaining to anything supplied or performed hereunder.
17. Seller shall furnish all lien waivers, affidavits or other documents, required to keep the Owner's premises free from liens or claims for liens arising out of the furnishing of any goods, as payments are made from time to time under this Purchase Order.
18. All prior representations, conversations, or preliminary negotiations shall be deemed to be merged in this order, and no change to this Purchase Order shall be effective unless made in writing by an Executive Officer of Project Executive of Purchaser. Acceptance of this Purchase Order is limited to its terms and any different or additional terms are rejected. This Purchase Order, when accepted by Seller, shall constitute a valid and binding contract.
19. In the event of default of any of the terms or conditions herein, the Seller shall pay any and all costs resulting therefrom, including but not limited to, reasonable attorneys' fees.
20. The Seller agrees not to assign this Purchase Order, or any money due or to become due to the Seller hereunder, without the prior written consent of the Purchaser.
21. All questions arising out of this Purchase Order or its enforcement shall be decided according to the laws of the State of New York with reference to which this contract is made. Any litigation or other dispute resolution process relating hereto shall be venue in Monroe County, New York.
22. The Equal Opportunity Clause in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity and the implementing rules and regulations of the Office of Federal Contract Compliance are incorporated herein by specific reference.
23. To the full extent permitted by law, the Seller shall defend and indemnify Purchaser and Owner against all liability, claims and expenses, including attorneys' fees arising out of personal injury, death or property damage caused or occasioned by Seller's furnishing of goods hereunder. Nothing herein shall obligate Seller to indemnify Owner or Purchaser against such party's own negligence.
24. The Seller shall procure and maintain at its own expense and from insurers acceptable to Purchaser, such insurance policies as will fully protect Seller, Purchaser, Owner and any other party required by contract from all claims for injuries or damages, including attorneys' fees, by whomsoever caused, arising out of Seller's obligations or performance under this Purchase Order, whether before or after its completion. The insurance companies providing the required coverages shall be licensed to do so in New York State, and shall be rated no lower than "A-" by the most recent Best's Key Rating Guide or Best's Agent's Guide, and shall have a Best's Financial Size Category of not less than VIII, unless agreed to by Purchaser Seller shall also maintain any other insurance required by the Prime Contract documents, and in any event shall maintain the following coverages:

General Liability, including Personal Injury; Broad Form Property Damage, Explosions;	\$1,000,000 (per occurrence)
Collapse and Underground; Completed Operations and Contractual Liability, per Project Aggregate	\$2,000,000 (aggregate)
Automobile Liability, for all owned, hired and non-owned vehicles	\$1,000,000 (combined single limit)
Umbrella Liability	\$2,000,000 (per occurrence/aggregate)
Worker's Compensation including Disability	As required by law
and Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000
for all labor required or furnished hereunder.	

Purchaser, Owner and any other party noted in the Purchase Order Documents shall be named as additional insured on all of these policies, except Worker's Compensation. For General Liability, Seller must provide forms GC 2010 (11/85), or CG 2010 (10/01) with CG 2037 (10/1), or their equivalent, and such endorsements must be attached to the certificates of insurance. All such policies shall include ongoing and completed operations, shall be primary and non-contributory over any and all collectible insurance, shall provide that they will not be canceled, allowed to expire or restrictively modified without thirty (30) days' prior written notice to Purchaser and shall be evidenced by certificates of insurance indorsed as required above, in form satisfactory to Purchaser. Purchaser reserves the right to receive a certified copy of Seller's insurance policies required herein. In the event that Seller fails to obtain or maintain any required insurance, Purchaser may purchase such insurance and back-charge the expenses thereof to Seller or may terminate this Purchase Order.

Seller waives all rights against Purchaser and Owner, and their officers, directors and employees for recovery of losses, expenses or damages to the extent covered by available insurance.