



Purchase Order No: \_\_\_\_\_  
 Purchase Order Date: \_\_\_\_\_  
 AFC Job Number: \_\_\_\_\_  
 AFC Code: \_\_\_\_\_

**VENDOR**  
 Vendor#: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City & State: \_\_\_\_\_  
 Tel #: \_\_\_\_\_  
 ATTN: \_\_\_\_\_  
 Title: \_\_\_\_\_

**PROJECT**  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City & State: \_\_\_\_\_  
 PO #: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 #: \_\_\_\_\_

<b>TERMS</b> Net 30 Days less 10% Retainage	<b>TYPE OF LABOR FORCE</b>	<b>FIRM SHIP DATE</b>
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Project Description: \_\_\_\_\_

Please furnish the following, subject to the terms and conditions set forth on the following page hereof, for the project indicated above.

**DESCRIPTION OF WORK:**

Milestone Schedule of Work			
Milestone Number	Description of Milestone Item, Phase of the work, and/or Task	Event that Initiates the Milestone	Items to be completed by or within: [Set forth a number of consecutive working days by which this Milestone is to be completed.]
1			
2			
3			
4			
5	Perform All Punchlist Work in Their Entirety	1 Day After the Punchlist is Issued	3 Consecutive Work Days

Please include Purchase Order number and Job number on all invoicing associated with this project.

Contract Documents; See Exhibits A-2, C-1, C-2, C-3, C-4, E-1, and F-1 (8/10/13) are available at [www.AllertonFox.com](http://www.AllertonFox.com)

Subtotal; \_\_\_\_\_  
 Applicable Sales Tax at \_\_\_\_\_  
 Freight; \_\_\_\_\_  
 Total Lot Amount of PO = \_\_\_\_\_

One countersigned copy of this order must be in our hands within five (5) working days hereof. In the event of non-compliance, this order may be deemed null and void.

No Payment will be made unless we have received an executed copy of this order on file.

**VENDOR**

**CONTRACTOR**

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date

THE PROJECT SUPERINTENDENT MUST BE NOTIFIED VIA CELL OR EMAIL A MINIMUM OF 48 HOURS BEFORE SHIPPING

## TERMS AND CONDITIONS

Standard Purchase Order Terms and Conditions are incorporated by reference in all Purchase Orders issued by AllertonFox Construction (hereinafter "Buyer"). The entity to which the Purchase Order is issued is herein referred to as "Seller."

**ACCEPTANCE.** Acceptance of the Purchase Order shall be unqualified, unconditional and shall be subject to the terms and conditions hereof. Buyer expressly objects to and shall not be bound by any provisions additional to or at variance with the terms hereof that may appear in Seller's quotation, acknowledgement, confirmation, invoice or in any other prior or later communication from Seller to Buyer unless such provision is expressly agreed to by Buyer in writing and signed by Buyer. Seller shall be bound by this Purchase Order and its terms and conditions when it executes and returns a signed copy of this Purchase Order or when it either delivers to Buyer the goods or performs the services ordered herein or when it invoices Buyer for same. Buyer will make no payment until the Seller returns the Purchase Order.

**DELIVERY/DEFAULT.** Time is of the essence for the delivery of the goods and/or services that are the subject of this Purchase Order. If the goods/services called for by the Purchase Order fail to pass inspection or approval or are not delivered by the scheduled date for delivery, the Buyer reserves right to terminate the Purchase Order by three (3) calendar days notice to the Seller specifying such failure. Thereafter if Seller does not cure such failure within the notice period, Buyer shall have the right to cancel the whole or any part of the goods or services ordered without liability to Buyer. Buyer may thereafter arrange for delivery of substitute items and charge the Seller with any loss or additional costs or expenses thereby incurred.

**TITLE.** The risk of loss of goods covered by this Purchase Order shall remain with the Seller until the goods have been delivered to a designed site and receipt has been acknowledged in writing by Buyer. Any damage or loss of any kind occurring before such acknowledgment shall be borne by Seller notwithstanding the manner in which goods are shipped or which party was responsible for the freight or other transportation costs.

**DOCUMENTS.** All plans, specifications, drawings and data that are made available to the Seller in connection with this Purchase Order or that relate to work or materials to be furnished hereunder, including AIA201 (hereinafter the "Contract Documents") are hereby incorporated herein and made a part hereof. Seller acknowledges that it is fully informed as to the requirements of the Buyer for the project and that the Contract Documents provided to it relating thereto are complete and contain all that is necessary to fulfill the Purchase Order. Seller agrees that all material to be furnished and/or work to be performed under this Purchase Order will comply with the provisions of the Contract Documents.

**CHANGES.** Buyer reserves the right, at any time, to terminate this Purchase Order, including (i) methods of shipping, (ii) packaging, (iii) place of delivery, or, (iv) time of delivery. If such changes cause an increase or decrease in the Seller's cost of, or the time required for, the performance of the Purchase Order, a suitable adjustment shall be made in the contract price or delivery schedule or both. Any claim by Seller for adjustment under this clause shall be deemed waived unless received by Buyer within ten (10) days from the receipt by Seller of notice of the change. Price increases or extensions of time for delivery shall not be binding on Buyer unless evidenced by a written, signed change order issued by the Buyer.

**INSPECTION.** The goods and services purchased hereunder are subject to the inspection and approval of Buyer. Buyer reserves the right to reject goods and services that are not in accordance with Seller's warranty and with all other provisions of this Purchase Order. Seller will be charged for the cost of inspecting goods and services that are rejected. Immediately after notice, goods that are rejected, or are defective or are required to be corrected, shall, at Buyer's option, be removed or corrected in place, all at the expense of Seller. Payment for any goods and services shall not be deemed an acceptance of such goods and services.

**WARRANTY AND INDEMNITY.** Seller warrants that all products and services covered by the Purchase Order will conform to the Contract Documents, and to the samples supplied by Buyer, will be new, merchantable and of good material and workmanship free from all defects; will be free from all liens, claims and encumbrances of title; will be fit for the particular purposes for which same are required by Buyer and shall not have been previously rejected by Buyer or any Seller's other customers; will not infringe any US or foreign letter's patent, trademarks, or copyrights. Seller agrees to indemnify Buyer and hold Seller harmless from and against any and all liens, claims and encumbrances whatsoever, including interest and attorney's fees, arising out of any breach by Seller of the Purchase Order or Buyer's enforcement of the Purchase Order or in any way connected with the Purchase Order, including any goods furnished by Seller under the Purchase Order; and any and all claims, losses, damages, costs, all not be construed as a waiver of that or any of the other term or condition of the Purchase Order. The remedies provided for herein shall be cumulative and in addition to any other remedies provided by law or in connection with Seller's obligations hereunder.

**PAYMENT.** Invoices for goods/services received and accepted by Buyer through the 20<sup>th</sup> of the month shall be paid, at Buyer's option, within 10 days thereof if discountable, otherwise by the 25<sup>th</sup> day of the following month. Before making any payments hereunder, Buyer shall have the right to demand and receive from Seller any or all of the following: proper releases, waivers of lien (including from suppliers), affidavits and evidence showing that all labor, material, equipment appurtenant and the like, used and incorporated in or about the project or stored on the site have been fully paid.

**INSURANCE.** Before delivery of the goods/services hereunder Seller shall provide certificates of insurance in amounts reasonably satisfactory to Buyer evidencing contractual liability, workmen's compensation, public liability, and property damage insurance covering the operations subject to this Purchase Order. If Seller fails to do so, Buyer may procure such insurance and back-charge the cost thereof to Seller.

**COMPLIANCE WITH LAWS.** Seller represents that it has and will during the performance of this Purchase Order comply with the provisions of all federal, state, and local laws and regulations applicable to it. Seller certifies compliance with FSLA and OSHA, as amended as well as any other applicable laws referenced in the Contract Documents.

**TAXES AND LABOR HARMONY.** The prices herein stated include all federal, state, and local sales and use taxes imposed upon the items furnished hereunder. The Seller shall separately state all applicable taxes on invoices to be paid of Buyer unless Buyer shall furnish the Seller with an exemption certificate. Unless otherwise specifically agreed to in writing, the Seller agrees, at the Buyer's direction, to man the job exclusively with the type of labor indicated on the previous page, or, if a public job, pay the prevailing wage.

**MISCELLANEOUS.** The Purchase Order shall be governed by the laws of the State of New York. All suits arising from or concerning the Purchase Order shall be instituted and venued in Supreme Court, New York, New York, unless the Buyer, in its sole discretion, shall file for arbitration in accordance with the Construction Industry Rules of the American Arbitration Association (single arbitrator) within six (6) months of the date that suit is instituted. Seller hereby consents to the jurisdiction of such court or AAA. Seller shall not assign or subcontract any of its rights, interests, or obligations under the Purchase Order without the prior written consent of Buyer. If any part of the Purchase Order shall be held to be illegal, void or unenforceable the remaining portions shall remain in full force and affect. The failure of Buyer to insist in one or more instances, upon the performance of any terms and conditions of the Purchase Order, or its failure to exercise any right under the Purchase Order, shall not be construed as a waiver of that or any of the other term or condition of the Purchase Order. The remedies provided for herein shall be cumulative and in addition to any other remedies provided by law.

This Agreement/ Purchase Order shall be binding upon and inure to the benefit of Seller and Purchaser, and their respective successors, assigns, and related entities (subject to any restrictions set forth in the Agreement), and may be executed in counterparts or by facsimile transmission or electronic mail, each of which shall be treated as an original of this Agreement/Purchase Order for all purposes, and all of which shall constitute one (1) agreement binding upon all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart or facsimile transmission or electronic mail transmission. Terms and conditions can only be amended by a written instrument signed by both parties.

AllertonFox Construction. Whenever the term AFC, AllertonFox, Allerton & Fox, and/or AllertonFox Construction are used herein it shall be held to mean AllertonFox Construction LLC. This shall also apply to all contract documents and exhibits.