

PURCHASE ORDER

TO:

NO:

ATTN:

DATE:

PROJECT:

SHIP VIA:

SHIP TO:

F.O.B.:

QUANTITY	DESCRIPTION	AMOUNT
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Shipment must start by: _____ and be complete by: _____

1. All materials must be in accordance with the plans and specifications for the referenced project.
 2. Acknowledge at once; payments will not be made until executed Acknowledgement is received.
 3. Reference Purchase Order Number on all invoices and shipping tickets.
 4. Furnish any required MSD information sheets with shipment.
 5. See reverse side for General Terms and Conditions.
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Humphries Construction Corporation

GENERAL TERMS AND CONDITIONS

Hereinafter, Humphries Construction Corporation is referred to as "buyer" and the Supplier identified on the Purchase Order is referred to as "Seller"

1. HEADINGS – The headings to sections are inserted for convenience only and shall have no force or effect.
2. DELIVERY AND ACCEPTANCE – The stated time of delivery is of the essence in this contract. Acceptance of any part of this order shall not bind Buyer to accept future shipments or performance of services nor deprive it of the right to return goods already accepted, and shall not be deemed to be a waiver of Buyer's rights to cancel or return all or any part of the goods due to failure to conform to order, defects, whether latent or patent, or other breach of warranty or to make any claim for damages, including manufacturing costs or loss of profits, injury to reputation, or other special, consequential and incidental damages occasioned by Seller. Such rights shall be in addition to any other remedies provided hereunder or provided by law or otherwise. Delivery shall not be complete until goods are actually received and accepted by an authorized representative of Buyer.
3. CHANGES – Buyer may at any time by written or facsimile notice make changes within the general scope of this order in any one or more of the following: Drawings, Designs or Specifications, Method of Shipment or Packing, Quantities, Delivery Schedules, Place of Delivery, or instructions with respect to the rendition of services. If any such change increases or decreases the cost of or the time required for the performance of this order, an equitable adjustment in the price and/or delivery schedule will be made and set forth in a written modification to this order. Any claim for adjustment by Seller under this clause must be made in writing within fifteen (15) days from the date of receipt of the written notification of the change.
4. COMPLIANCE WITH LAWS - Seller shall be totally liable for all violations of any law, ordinance, rule, or regulations resulting from its performance of this order, including, but not limited to, all applicable requirements of the Fair Labor Standards Act of 1938, as amended.
5. DISCLOSURE OF DANGEROUS MATERIAL OR PRODUCTS – Seller shall disclose to Buyer the nature of any materials or products sold to Buyer by Seller which are inherently dangerous or which may be likely to cause injuries to persons or property. Seller shall furnish to Buyer instructions regarding the proper and safe use and storage of such materials or products to avoid such injuries and shall indemnify Buyer against any loss to Buyer or to subsequent users which may arise from failure of Seller to comply with this provision.
6. ASSIGNMENT – Seller shall not assign this order or any rights under this order without the prior written consent of Buyer, and no purported assignment by Seller shall be binding on Buyer without such consent.
7. INSPECTION – All goods supplied and services performed pursuant hereto shall be subject to inspection and test by Buyer and its agents, its customer, higher tier Contractors, and by appropriate Government Agencies at all times and places, whether during or after manufacture. In the event that any goods supplied contain defects in material or workmanship, or do not comply with the specifications and instructions of Buyer, Buyer may require prompt correction thereof, or require that the good be replaced at Seller's expense. Warranty coverage for such repairs or replacement shall extend for the full length of the previously agreed upon warranty period, commencing with the date of completion of said repair or replacement. If such defects exist and if Seller is unable or refuses to replace the goods, Buyer may by contract or otherwise replace such goods and charge Seller or deduct from amounts owed by Buyer to Seller the costs, expenses, and losses, including incidental and consequential damages incurred thereby which are in excess of Seller's price for such goods or services. Repairs or replacements made in this manner shall in no way void Seller's warranty and such repairs or replacements shall be fully warranted by Seller. After notification to Seller that the goods are defective, all risk of loss with respect to such goods shall be borne by Seller and Seller shall pay all packing and shipping charges in connection with defective goods returned by Buyer. Buyer's approval of design furnished by Seller shall not relieve Seller of its obligations herein. The goods covered by this order are intended for the manufacture and sale of Buyer's established products in which Buyer has built a substantial and valuable reputation for quality and efficiency, and any defect in the goods hereunder may occasion special damages to Buyer. All rights and remedies of Buyer hereunder shall be in addition to any other remedies provided by law.
8. WARRANTIES – In addition to any other express or implied warranty stated in this order or provided by law. Seller warrants that items furnished pursuant to this order will be (a) new and free from defects in workmanship and material, (b) free from defects in design, except to the extent that such items comply with detailed designs by Buyer, (c) suitable for the purpose, if any, which are stated on the face of this order, (d) in conformity with applicable OSHA standards, (e) free from liens and encumbrances of any kind, and (f) in conformity with all other requirements of the plans and specs. In addition to any other rights Buyer may have, if items delivered pursuant to this order are found, within one year after acceptance by the ultimate user not be as warranted. Buyer may return such items Seller, at seller's expense for correction, replacement or credit as Buyer may direct. Any items corrected or furnished in replacement shall also be subject to all the provisions of the Article to the same extent as items initially furnished.
9. LIABILITY-SELLER SHALL FULLY PROTECT, INDEMNIFY AND DEFEND BUYER, AND ALL OF ITS AGENTS, OFFICERS, AND EMPLOYEES AND HOLD THEM HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIENS, DAMAGES, CAUSES OF ACTION, AND LIABILITIES FOR INJURY TO OR DEATH OF SELLER, OR ANYONE OR MORE OF SELLER'S EMPLOYEES OR AGENTS, OR FOR THE DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH OR IN THE COURSE OF OR INCIDENTAL TO ANY OPERATION OF SELLER OF BUYER RELATED TO THIS PURCHASE ORDER, OR ANY OF THEIR AGENTS, OFFICERS, OR EMPLOYEES OR ANY OTHER CONTRACTOR OR SUBCONTRACTOR OR PARTY, OR OTHERWISE IN THE COURSE AND SCOPE OF THEIR EMPLOYMENT, AND REGARDLESS OF CAUSE OR OF ANY FAULT OR NEGLIGENCE OF BUYER (OR ANY OF ITS AGENTS, OFFICERS, OR EMPLOYEES) WITHOUT REGARD OF CAUSE OR OF ANY CONCURRENT OR CONTRIBUTING FAULT OR NEGLIGENCE, WHETHER, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, SELLER SHALL UNCONDITIONALLY INDEMNIFY BUYER AND ITS CUSTOMERS AND HOLD THEM HARMLESS AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDING, COST, EXPENSE, LOSS AND LIABILITY FOR CLAIMS, PERSONAL INJURY, PROPERTY DAMAGE, OR CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ITEMS FURNISHED OR SERVICES PERFORMED BY SELLER PURSUANT TO THIS ORDER, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS INCURRED BY BUYER IN CONNECTION THEREWITH.
10. PACKING AND SHIPPING – Seller agrees to route shipments as designated on the face of this order, to describe items on Bills of Lading or other shipping receipts and to prepare items for shipment in compliance with the requirements of all federal, state, and local regulatory agencies applicable to shipments transported by railroads, motor carriers, certified air carriers, or any other carriers. Seller shall properly mark each package with Buyer's

purchase order number and destination. Where multiple packages comprise a single shipment, each package shall be consecutively numbered, and Seller shall show on Bill of Lading a separate weight for each tier of classification and accurate description of quantity and kinds of packages. Packing slips must accompany each shipment. Containers holding packing slips and multiple package shipments must be so marked. Unless otherwise specified, net prices include all costs necessary for delivery of items in proper condition to Buyer at the location specified, or the location of Buyer's choice if none is specified. Where freight charges are borne by Buyer and could differ as a result of the choice of freight rates based on either full or limited carrier liability, shipment shall be forwarded subject to freight rates that will produce the lowest total freight cost.

11. RISK OF LOSS – Seller shall bear all risks of loss on items covered by this order until acceptance by an authorized representative of Buyer at the destination specified on the face of this order.
12. INVOICING – After each shipment made under this order, Seller shall send a separate invoice, in duplicate, accompanied by a signed freight bill or other delivery receipt. Payment of invoice shall not constitute acceptance of items ordered and shall be subject to appropriate adjustment for failure of Seller to meet the requirements of this order. Buyer may, upon notice to Seller, set off any amount owed by Seller or any of its affiliated companies to Buyer against any amount due to Seller under this order. Discount periods shall date from delivery of materials, or from receipt of proper and correct invoices, or Buyer's final test and acceptance, whichever is later.
13. LIEN WAIVERS – Upon request for payment, Seller shall furnish upon Buyer's request, waivers by Seller and all other persons entitled to assert any lien rights in connection with the performance of this order.
14. TERMINATION – (A)WITHOUT CAUSE – Buyer may terminate, for its convenience, all or any part of this order at any time by written notice to Seller, in which event Buyer shall be liable for payment of reasonable cancellation charges in accordance with industry practice. In no event, however, shall Buyer be liable for cancellation charges in excess of the total contract price. If any applicable state law requires reasonable notice of termination, Seller agrees that reasonable notice constitutes five (5) days notice.

(B)WITH CAUSE – Buyer may terminate, if (a) Seller fails to make any delivery or perform any services in accordance with the specified delivery dates or otherwise fails to comply with this order and does not remedy such failure within in (5) five days after receipt of written notice thereof, (b) Seller fails to make progress to such an extent that performance of this order is endangered or (c) Seller becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due.

If this contract is terminated as provided in this Article, Buyer, in addition to any other rights provided in this clause, may require Seller to transfer title and deliver to Buyer (a) any completed supplies and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contractors' rights as Seller has specifically produced or specifically acquired for the performance of this contract as has been terminated. Buyer will determine reasonable payment for any transfers or deliveries requested. These rights shall be in addition to Buyer's other rights in case of Seller's default, whether or not same are set forth in this order.

15. DISPUTES – Should any controversy arise between Buyer and Seller pertaining to this agreement, which the parties hereto do not promptly adjust and determine, then the written orders of Buyer shall be followed and said controversy shall be decided by negotiation upon completion of work. Under no circumstances shall Seller refuse to deliver the items because of the pendency of any controversy.
16. PATENTS AND DATA – Seller shall indemnify and hold harmless Buyer, Buyer's customers and users of Buyer's products against liability or suit of any nature, including costs and expenses for infringement of any patent or patent right arising from the manufacture, use or sale of any items called for in this order, except to the extent that any such liability or suit shall have arisen because of Seller's manufacture of articles or original design of Buyer and made by Seller in accordance with the specifications and drawings which are furnished herewith by Buyer.
17. NON-WAIVER OF RIGHTS- The failure of Buyer to insist upon strict performance of any of the terms and conditions in this Purchase Order or to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of same or to rely on any such terms or conditions at any time thereafter.
18. ENTIRE AGREEMENT – This Purchase Order is intended by the parties as a final expression of their agreement and also is a complete and exclusive statement of the terms thereof. Any prior oral or written agreements as to the same subject matter are expressly superseded by this Purchase Order. This contract may not be modified or terminated orally and no modifications or any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modifications or waiver is sought to be enforced. This agreement is separate and distinct from all other agreements between Buyer and Seller. Seller shall not delay completion of this Purchase Order due to any disputes between Buyer and Seller not related to this agreement.
19. GOVERNING LAW – This Purchase Order shall be governed by Texas Law and any dispute arising under or out of this Purchase Order shall be brought in a Texas court and venue shall be in Harris County, Texas.
20. RESERVATION OF RIGHTS – This Purchase Order shall not constitute a waiver of any rights of Buyer, whether at law or in equity, all such rights being expressly reserved herein, including but not limited to Buyer's right at its option and without liability either to direct suspension of shipment of the goods covered by this Purchase Order or to cancel this Purchase Order, in whole or in part, at any time where such suspension or cancellation is caused by Government order, regulation or other requirements (including denial by the United States Government of validated export license), embargoes, acts of civil or military authorities, acts of the public enemy, inability to secure transportation facilities, strikes, differences with workmen, accidents at plant of Buyer or other law or order or regulation or other contingencies beyond control of Buyer.