

MATERIAL PURCHASE ORDER CONTRACT

Northwest Construction Company

1242 First Avenue
Cascade, Washington 98202
(206) 239-1422

CONTRACT NO. 9821/03.32

ORDER NO.: 101

FOR: NanoEngineering Building

QUOTATION

TO: Steel Fabrication, Inc.
Post Office Box 113
Seattle, WA 99801

TERMS: 30 days

DATE: June1, 2015

SHIP TO: Job Site:
1105 15th Ave NE
Seattle, WA 99801

VIA: Your trucks

REQUIRED DELIVERY DATE: 10/07/15

Item No.	Quantity	Description	Code or Equip. No.	Unit Price	Amount
		Supply all reinforcement steel for installation by Northwest Construction Company	03-20-00		
		Excludes Installation		lump sum	\$58,000.00

This contract is not assignable by Seller.

This Purchase Order Contract is subject to the terms and provisions printed on the reverse hereof.

SELLER:

BUYER:

By_____

Northwest Construction Company

Title: Project Manager

By_____

PURCHASE ORDER CONTRACT TERMS AND PROVISIONS

- I. Where materials (including manufactured articles) are furnished, *not subject* to provisions of applicable plans and/or specifications pertaining to a general construction contract, Seller agrees and warrants as follows:
 - a. To furnish the materials described in this Purchase Order Contract within the time or times specified therefor and at the price indicated, and to deliver same where required free and clear of any lien, lien right, royalties, or extra charges whatever nature, including taxes of any description not shown on the face hereof.
 - b. Full or partial payment shall not be construed as acceptance of defective workmanship or improper materials.
- II. Where materials (including manufactured articles) are furnished subject to the provisions of applicable plans and/or specifications pertaining to a general condition contract, Seller agrees to comply with all provisions of Section I above and in addition agrees and warrants as follows:
 - a. That materials furnished comply with all provisions of applicable plans and specifications, that no materials are furnished which may involve a patent infringement action or claim, and that all materials shall be subject to the guarantee provisions of the specifications.
 - b. That any changes, modification, increase or decrease in the work or quantities as covered in this Purchase Order Contract or in the plans and specifications in connection therewith shall be in writing and approved by Buyer before the same shall be binding on said company.
 - c. Unless specifically provided otherwise on the face of this Purchase Order Contract, payment for the materials furnished shall be made to Seller when Buyer has received payment from the Owner for same, less 10% of the amount due to be retained by Buyer until the materials are approved in accordance with the requirements of the plans and specifications and final payment has been received from the Owner; provided that Buyer may also withhold payment per paragraph d, following.
 - d. On request by Buyer, Seller shall provide releases of lien, claims against bonds, claims against retention, or other claims, either by Seller or its suppliers, employees, or other persons who may have claims against the project Owner, the Buyer or sureties on the project. Failing such releases in form and substance reasonably satisfactory to Buyer, the latter may withhold all or part payment hereunder until such liens or claims are released or satisfied.
 - e. Buyer's receipt of the goods covered by this Purchase Order Contract shall not constitute waiver of any claims for damages due to delay in delivery, defective goods, or goods not in conformity with this Purchase Order Contract. Buyer shall have the right to reject the goods delivered within a reasonable time after delivery and inspection, which shall not be less than ten (10) days.
 - f. Buyer reserves the right to postpone delivery of goods covered by this Purchase Order Contract for a reasonable time.
 - g. Deliveries must be made within the time(s) stated on this Purchase Order Contract. Late delivery can cause Buyer to incur substantial extra costs (including liquidated damages for late project completion, added costs of project performance, and other forms of incidental and consequential

damages). Because time is of the essence under this Purchase Order Contract, the Seller expressly agrees to reimburse Buyer for all additional penalties, damages, and other expenses that may arise from failure to deliver in accordance with the deadline(s) or schedule established in this Purchase Order Contract.

- h. If Seller fails to maintain progress consistent with the delivery deadline(s) or schedule established under this Purchase Order Contract, Buyer may, without prejudice to any other legal right, elect (after three days' written notice) to terminate all or part of this Purchase Order Contract. In that event, Buyer may, in addition to any other remedies back charge or otherwise obtain reimbursement from Seller for the cost of procuring the items ordered in this Purchase Order Contract.
- i. Upon termination of the project or contract for which Buyer placed this Purchase Order Contract, Buyer may (upon written notice) terminate this Purchase Order Contract, with Seller's compensation to be equitably adjusted as a change under paragraph o herein.
- j. All deliveries to Buyer's jobsite must be accompanied by delivery slips. Signed delivery slips must accompany all invoices as a prerequisite for payment under this Purchase Order Contract.
- k. All costs of delivery shall be prepaid by Seller. Seller agrees to protect and hold Buyer harmless against all costs or claims for transportation, freight, express, and other charges incidental to delivery of goods under this Purchase Order Contract.
- l. If shop drawings are required, they shall be prepared and submitted timely, as required by Buyer.
- m. This Purchase Order Contract is subject to all warranties, express or implied, provided in the Uniform Commercial Code, none of which is waived by Buyer or disclaimed by Seller.
- n. Seller agrees to defend and hold harmless from all liens, claims, or assessments arising from purchase, manufacture, or delivery pursuant to this Purchase Order Contract. This applies (without limitation) to all labor costs, material and taxes, provided, however, that Buyer shall be responsible for all sales taxes imposed on this purchase transaction.
- o. Buyer reserves the right to make changes, deviations, additions, or deletions to the work herein contracted, and in that event the price shall be equitably adjusted. If such changes have been initiated by the project Owner or other party for whom Buyer entered this Purchase Order Contract, then the change in Seller's price shall be controlled by the change in Buyer's compensation from the third party.
- p. With regard to goods delivered under this Purchase Order Contract, Seller agrees to defend and save harmless the Buyer and any other transferee of the goods on the project referenced herein from all liability for patent or trademark infringement, or for injuries to any person, employees and/or property, and from damages by any fire, in any way caused by Seller, its agents, employees, subcontractors or their employees or agents or persons, firms or corporations to whom Seller sublets work, caused by, or incidental to, the execution of work under this Purchase Order Contract, and from all damages, judgments, charges and other related expenses arising or to arise, though any act or omission of any of the said persons. Seller also expressly assumes with respect to the goods to be furnished hereunder, all of the liability imposed on Buyer by the construction contract between Buyer and its project owner or prime contractor. If there are any claims for injuries to persons or property unsettled upon completion of this Purchase Order contract, final

settlement between Buyer and Seller may be deferred at Buyer's option until such claims are adjusted or until Seller furnishes indemnity acceptable to Buyer.

- q. In the event that Seller totally or partially breaches this contract, resulting in litigation or arbitration, Seller agrees to pay Buyer's reasonable attorney's fees.
- r. Seller agrees not to assign any portion of the work covered by this Purchase Order Contract without the Buyer's written consent.
- s. Any controversy or claim arising out of or relating to this Purchase Order Contract or breach thereof shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon award rendered by the arbitrator(s) may be entered in any court having jurisdiction hereof.