

Ardmore, PA

TN WARD COMPANY
builders
 David E. Panichi
 Chairman & CEO

Atlantic City, NJ

Project: PROJECT NAME

Purchase Order : TNW #

Supplier / Vendor

Subcontractor
 Address
 Phone: xxx-xxx-xxxx
 Fax: xxx-xxx-xxxx

Contractor

T.N.Ward Company
 129 Coulter Ave.
 Ardmore, PA 19003
 Phone: 610-649-0400
 Fax: 610-649-1790

Date of Purchase Order

Dear Purchasing Agent,

Please enter our order for the material and/or equipment described below and return two copies of the purchase order properly signed in the lower left hand corner to indicate acceptance for the not to exceed sum of _____ (\$ _____ .00)

- Exhibit A - Contract Documents
- Exhibit B - Insurance Requirements
- Exhibit C - Project Schedule

All sales and/or use taxes on the material and/or equipment will be paid by Tracorp, Inc. unless specifically mentioned otherwise herein. Full and/or partial payment will be made on this purchase order on approximately 30 days following the end of the month in which the material is delivered. However, bills must be received prior to the 27th of the preceding month in order to be honored. Terms of compensation are as follows: 90% on completion of delivery as stated above. Final payment shall be made within approximately 30 days after substantial completion of the entire project provided work described in this contract has been satisfied. Subcontractor will execute a full release of liens for work pertaining to the contract concurrent with final payment. Delivery of the particular order will be required on or before As Per Project Schedule unless amended by letter from T. N. Ward Company.

THIS PURCHASE ORDER IS SUBJECT ALSO TO THE GENERAL CONDITIONS ON THE REVERSE SIDE WHICH ARE A PART HEREOF.

Scope of Work:

| Item No. | Description Of Work | Cost Distribution | U/M | Unit Price | Quantity | Amount |
|----------|---------------------|-------------------|-----|------------|----------|--------|
| 0 | | | | | | |

Total Purchase Order : \$\$

T.N.Ward Company

Subcontractpr

Signature: _____

Signature: _____

Title: _____

Date : _____

Date : _____



General Conditions

- (1) This Purchase Order must be acknowledged by Vendor by signing and returning immediately one copy thereof to T.N. Ward Company, P.O. Box 191, Ardmore, PA 19003 (herein termed "Contractor").
- (2) The time for, and the diligent attention to, the furnishing and delivery of the materials, articles, or services covered by this Purchase Order, as and when required and of the number and amount determined and fixed from time to time by Contractor and the routing of the shipments and the means or method of the delivery thereof, are severally of the essence of this Purchase Order. If Vendor shall fail to deliver any of the materials at the time or times specified herein, Contractor, upon 72-hour written notice to Vendor mailed to the address noted on the reverse side hereof, will have the right to procure said materials elsewhere and Vendor hereby agrees to pay any additional charge, cost, or penalty that Contractor may incur thereby. Vendor further agrees to indemnify Contractor for any loss Contractor may incur through delay in the completion of the Project where the breach of this agreement causes said loss.
- (3) This Purchase Order is subject to all applicable terms and provisions of the Contract Documents (which are set forth in the attached schedule and made a part hereof in their entirety by reference as fully as if completely rewritten herein) for the project or work designated on the reverse side hereof, upon which the materials, articles, or services covered by this Purchase Order are to be used, and by its acceptance of this Purchase Order, Vendor acknowledges his familiarity with said Contract Documents insofar as they relate to the contractor, at no additional cost, insurance as follows: Workmen's Compensation: Statutory limits, Umbrella and underlying automobile and personal injury and property damage limits of \$2,000,000; contractor's protective; all of these shall be evidenced by a Certificate of Insurance.
- (4) Vendor shall hold and save Contractor, its agents, servants, and employees, and successors and assigns, as well as the Owner, harmless from liability of any nature of kind, including costs and expenses for and on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of Vendor's obligation under this agreement, including their use by Contractor, its successors and assigns, as well as their use by Owner.
- (5) The breach of any of the terms, conditions, or requirements of this Purchase Order by Vendor may be grounds for Contractor to cancel this Purchase Order.
- (6) No terms or conditions, verbal or otherwise, which are not incorporated in or set forth on either side of this Purchase Order or the attached schedule shall be recognized by, or binding upon, either Vendor or Contractor, and no claims for extras will be allowed unless ordered by Contractor in writing.
- (7) Vendor agrees to pay and to accept exclusive liability for the payment of any Payroll Taxes or contributions for Unemployment Insurance, or Old Age Pension or Annuities, which are measured by the wages, salaries, or other remuneration's of his employees.
- (8) Delivery of goods and materials will be in accordance with the construction schedule established by Contractor. In addition, materials or equipment to be supplied shall be within accepted standards for workmanship and quality, and shall be satisfactory to and meet the approval of the Owner and the Architect having jurisdiction and Contractor.
- (9) All goods and materials are subject to Contractor's inspection on arrival, notwithstanding prior payment to obtain cash discount. All goods and materials rejected on account of inferior quality or workmanship will be returned to Vendor with charge for transportation both ways plus labor, reloading, trucking, etc., and are not to be replaced except upon receipt of written instructions from Contractor.
- (10) Upon request by Contractor, Vendor agrees to furnish Waivers or Releases from his materialmen or other suppliers for the goods and materials covered by this Purchase Order.
- (11) Vendor agrees not to assign this Purchase Order or any money due or to become due to Vendor hereunder, without the written consent of Contractor first had and obtained.
- (12) A complete set of shop drawings in quadruplicate covering every item in this agreement must be submitted by the Vendor within 30 days after the signing of this agreement, and such additional sets in the required number of copies as may be required shall be submitted until the drawings are finally approved. Samples will be available in 15 days.
- (13) A complete set of samples in duplicate covering every item in the specifications must be submitted by the Vendor within 30 days after the date of this Agreement. All samples are to be tagged as follows:

PROECT: Avis Budget Group Tenant Fit-Out
PROJECT NO: TNW #: 1651
OWNER: Realen Convention Center
ARCHITECT:
GEN. CONTR.: T.N. Ward Company

VENDOR: Tracorp, Inc.
MANUFACTURER:
BRAND:
TECHNICAL INFO.:
DATE:

- (14) The Vendor agrees to be bound absolutely by any and all decisions of the Owner and Architect that may affect his work and are binding on the Contractor.
- (15) A Letter of Guarantee as called for in the contract documents shall be submitted by the Vendor guaranteeing his work one (1) year at the completion and acceptance of the project.
- (16) Any field measurements which must be taken to insure the proper and exact fit of any material which is furnished under this contract will be the responsibility of the Vendor.
- (17) The above stated compensation is a firm price and is not subject to escalation.