

PURCHASE ORDER

NO. _____

R.K. REDDING CONSTRUCTION, INC.
 412 SANGAMORE ROAD
 BREMEN, GEORGIA 30110-2278
 (770) 537-1845 FAX: 770-537-1599

IMPORTANT - PURCHASE ORDER NUMBER AND PROJECT NUMBER MUST BE SHOWN ON ALL SHIPMENTS, INVOICES AND CORRESPONDENCE

SELLER:
SALES TAX LICENSE NO. _____
TAXPAYER ID NO. _____
PROJECT NAME: _____

SHIP TO/F.O.B.:

CALL PRIOR TO SHIPMENT: Yes ___ No ___

PROJECT NO.	DATE OF ORDER	SHIP VIA Best Way	PAYMENT TERMS				
SELLER agrees to furnish all of the following materials in accordance with the Contract Documents:				AMOUNT	TAX		
ITEM	ITEMS OR DESCRIPTION	REQUIRED DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE		
The following exhibits are incorporated herein: Exhibit A - Waiver and Release Upon Payment Form Exhibit B - Certification and Waiver Form Exhibit C - Lower Tier Subcontractor and Supplier List Form					Total		
PLEASE SIGN AND RETURN THE ATTACHED ACKNOWLEDGMENT COPY						All Taxes Included.	

SELLER AGREES TO SUPPLY BUYER THE ABOVE-NOTED MATERIALS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND ON THE REVERSE SIDE HEREOF.

SELLER:
 _____ (Company Name)
 _____ (Address)

 _____ (Telephone)

BUYER:
 R.K. REDDING CONSTRUCTION, INC.
 412 Sangamore Road
 Bremen, Georgia 30110-2778

BY: _____
 TITLE: _____
 DATE: _____

BY: _____
 TITLE: _____
 DATE: _____

TERMS AND CONDITIONS

1. **Acceptance.** Seller's execution of the acknowledgment copy of this Purchase Order, commencement of work on such goods or shipment of such goods, whichever occurs first, shall be deemed an effective mode of acceptance of Buyer's offer to purchase contained in this Purchase Order. Any acceptance of this Purchase Order is limited to acceptance of the express terms of the offer contained on the face and back hereof. Any proposal for additional or different terms or any attempt by Seller to vary in any degree any of the terms of this offer in Seller's acceptance is hereby objected to and rejected but such proposal shall not operate as a rejection of this offer unless such variances are in the terms of the specifications, description, quantity, price, or delivery schedule of the goods but shall be deemed a material alteration thereof, and this offer shall be deemed accepted by the Seller without said additional or different terms. If this Purchase Order shall be deemed an acceptance of a prior offer by Seller, such acceptance is limited to the express terms contained on the face and back hereof. Additional or different terms or any attempt by Seller to vary in any degree any of the terms of this Purchase Order shall be deemed material and shall be rejected. However, this Purchase Order shall not operate as a rejection of the Seller's offer unless it contains variances in the terms of the specifications, description, quantity, price, or delivery schedule of the goods.
2. **Payment.** If the goods to be provided by Seller will be delivered over a period greater than two (2) months and the Buyer is entitled to submit progress payment requests to its client, Seller may likewise submit invoices for goods timely and properly delivered, which shall be subject to ten percent (10%) retainage. Payments will be made to Seller within fifteen (15) days after Buyer receives payment from Buyer's client unless other terms are stated on the face hereof. The following are conditions precedent to Seller's right to payment from Buyer: (a) Buyer's receipt of payment from its client, (b) Buyer's receipt of the Waiver and Release Upon Final Payment form (**Exhibit A**) fully and properly completed by Seller, (c) Buyer's receipt of the Certification and Waiver form (**Exhibit B**) fully and properly completed by Seller and every subcontractor and materialman within Seller's chain of contract, and (e) Buyer's receipt of the Lower Tier Subcontractors and Suppliers List form (**Exhibit C**) fully and properly completed by Seller and every subcontractor and materialman within Seller's chain of contract. Buyer may withhold amounts otherwise due to cover the reasonable estimate of any costs, losses, damages or liabilities Buyer has incurred or may incur for which the Seller may be responsible or for claims made against Buyer due to Seller.
3. **Pricing.** Seller warrants and represents that prices charged herein are, to the best of its knowledge and belief, in accordance with all applicable laws and regulations of all governmental agencies.
4. **Price Warranty.** Seller warrants that the prices for the goods and services sold Buyer hereunder are not less favorable than those currently extended to any other customer for the same or similar goods and services in similar quantities. In the event Seller reduces its price for such article during the term of this Purchase Order, Seller agrees to reduce the prices hereof correspondingly. Seller warrants that prices shown on this Purchase Order shall be complete, and no additional charges of any type shall be added without Buyer's express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, and crating.
5. **Warranties.** Seller expressly represents and warrants that all goods or services covered by or furnished under this Purchase Order are merchantable, will be safe and new, free from defects in material or workmanship, and are suitable for the use intended whether express or implied. Seller expressly warrants that all goods and/or services covered by or furnished under this Purchase Order conform to all specifications, drawings, other description furnished by Buyer, and appropriate standards. Seller agrees to satisfy the warranty obligations established in the Contract Documents. Inspection, test, acceptance or use of the goods or services furnished hereunder shall not affect the Seller's obligation under this warranty, and such warranties survive inspection, test, acceptance and use. All warranties shall run to Buyer and its customers, successors and assigns, and users of products sold by Buyer. Seller agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to Buyer, when notified of such nonconformity by Buyer, provided Buyer elects to provide Seller with the opportunity to do so. In the event of failure of Seller to correct defects in or replace nonconforming goods or services promptly, Buyer, after reasonable notice to Seller, may make such corrections or replace such goods and services and charge Seller for the cost incurred by Buyer in doing so.
6. **Performance.** Time is of the essence. Deliveries of goods or rendering of services ordered hereunder are to be made both in quantities and at the times specified by Buyer. Buyer shall have the right without liability in addition to its other rights and remedies (a) to cancel this order if shipment is not made in accordance with such schedules for quantities or time periods; (b) to refuse to accept delivery if shipments are made in advance of schedules herein; (c) to return to Seller at its expense goods supplied in excess of quantities called for in this order; and/or (d) to purchase substitute items or services elsewhere and charge Seller with any loss incurred.
7. **Changes.** No change in the terms of this order shall be binding upon Buyer unless in writing and signed by Buyer's authorized agent. Buyer shall have the right at any time to make changes in drawings, specifications, designs, quantities, and time and place of delivery and method of transportation as to any goods and/or work covered by this order.
8. **Inspection.** Payment for the goods or services furnished hereunder shall not constitute acceptance thereof. All goods are subject to Buyer's inspection, at the source if deemed necessary or required by government regulation. If any of the goods are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this order, Buyer, in addition to any other rights which it may have under warranties or otherwise, shall have the right to reject and return such goods (plus inbound transportation charges if bought F.O.B. shipping point) at Seller's expense, as well as being entitled to payment of damages, such goods not to be replaced without written authorization by Buyer. Nothing contained in this Purchase Order shall relieve in any way the Seller from the obligation of testing, inspection and quality control.
9. **Indemnification.** Seller agrees to defend, indemnify and hold harmless Buyer and its parent and related companies, affiliates, customers, agents and vendors against any and all damages, claims or liabilities and expenses (including attorneys' fees) arising out of or resulting in any way from any defective material or workmanship in the goods furnished hereunder, or from any act or omission of Seller, its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of Seller. If this order covers the performance of labor for Buyer, Seller agrees to defend, indemnify and hold harmless Buyer and its parent and related companies, affiliates, customers, agents and vendors from and against all liabilities, claims, or demands for injuries (including death) or damage to any person or property growing out of the performance of this order by Seller, except that Seller shall not relieve Buyer from liability caused by the willful misconduct or sole negligence of Buyer, its officers, agents, or servants.
10. **Insurance.** Seller shall maintain at all times during the performance of labor or services for Buyer under the contract which results from the acceptance of this order, workmen's compensation insurance with applicable statutory limits, employers liability insurance for not less than \$500,000, and comprehensive public and commercial general liability insurance including "XCU", products-completed operations, automobile (covering all owned, non-owned and hired vehicles), contractual, bodily injury and property damage liability coverages with limits not less than \$1,000,000 per occurrence of loss or damage and \$2,000,000 combined single limit annual aggregate. If Seller is providing any architectural or engineering services, it shall maintain at all times during the performance of its services, plus five years thereafter, professional liability and errors and omissions insurance with limits of not less than \$1,000,000. Seller shall furnish an insurance carrier certificate and/or state issued certificate evidencing the above coverages upon written request by Buyer. Insurance carrier certificates must be endorse to provide that Buyer shall be notified thirty (30) days prior to any substantial modification or termination of the subject policy.
11. **Force Majeure.** Buyer may delay delivery or acceptance occasioned by causes beyond its control, and Buyer will not be liable for any delay.
12. **Remedies.** The remedies herein reserved shall be cumulative and additional to any other or further remedies provided in law or equity.
13. **Termination for Convenience.** Buyer reserves the right to terminate this Purchase Order or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge consisting of a percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination, for which Buyer is paid. Seller shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided.
14. **Termination for Cause.** Buyer may also terminate this Purchase Order or any part hereof for cause in the event any default by the Seller or if the Seller fails to comply with any of the terms and conditions of this Purchase Order. Late deliveries, deliveries of products which are defective or which do not conform to this Purchase Order, and failure to provide Buyer, upon request, of reasonable assurances of future performance shall all be causes allowing Buyer to terminate this order for cause. In the event of termination for cause, Buyer shall not be liable to Seller for any amount, and Seller shall be liable to Buyer for any and all damages sustained by reason of the default which gave rise to the termination. In the event any termination by Buyer is determined not to have been for cause, then any such termination shall be deemed to have been a termination for convenience and Seller's sole and exclusive remedies for said termination are set forth in the Termination for Convenience paragraph herein.
15. **Safety and Health.** Seller warrants that the goods furnished under this order conform to and comply with all applicable standards pursuant to the Occupational Safety and Health Act. It is the obligation of the Seller to advise the Buyer of any precautions necessary in the storage and handling of materials purchased on this order.
16. **Government Regulations.** In furnishing goods or services covered by this order, Seller agrees to comply with the provisions of all applicable federal, state and local laws, rules, regulations, ordinances and orders. Seller shall deliver to Buyer, with delivery of goods, all applicable Material Safety Data Sheets (MSDS). In addition, Seller shall appropriately label all containers in accordance with OSHA requirements.
17. **Setoff.** All claims for money due or to become due from Buyer shall be subject to deduction or setoff by the Buyer by reason of any counterclaim arising out of this or any other transaction with Seller.
18. **Cancellation.** Buyer reserves the right to cancel in whole or in part the contract resulting from the acceptance of this order if: the Seller becomes insolvent; files a voluntary petition in bankruptcy, or an involuntary petition is filed to have Seller declared bankrupt and is not vacated within thirty (30) days from the date of filing; a Receiver or Trustee for Seller is appointed and such appointment is not vacated within thirty (30) days of the date thereof; Seller executes an assignment for benefit of creditors; or if Seller breaches any of the terms hereof including the warranties of Seller.
19. **Patents.** Seller agrees to defend Buyer and its parent and related companies, affiliates, customers, agents or vendors from any and all suits or proceedings for alleged patent, copyright, and/or trademark infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods or services furnished hereunder, which suit results from the use or sale of goods sold and delivered under this Purchase Order, and Seller further agrees to indemnify and hold Buyer and its parent and related companies, affiliates, customers, agents and vendors harmless, in any such suit or proceeding, or suits or proceedings, from any or all costs expenses, losses, royalties, profits, damages and otherwise including court costs and attorneys' fees arising out of or resulting from any such suit or proceeding, including any settlement. Buyer may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by Seller.
20. **Applicable Law.** This Purchase Order, as well as all other purchase orders from Buyer to Seller, shall be governed by the laws of the State of Georgia, without giving effect to the conflict of laws provisions of the laws of the State of Georgia.
21. **Disputes.** At the discretion and sole election of Buyer, Buyer may require that any controversy, dispute or claim, of whatever kind, arising out of or relating to this Purchase Order be resolved by and in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as from time to time amended and in effect. Any litigation or arbitration arising out of this Agreement shall be brought, maintained and administered in Cobb County, Georgia. Should Buyer be successful, in part or whole, in prosecuting or defending any lawsuit or arbitration, then Buyer shall be entitled to recover its litigation or arbitration expenses, including expert and attorney's fees, as well as any expenses incurred in any appeal therefrom.
22. **Waiver.** The waiver by Buyer of any term, provision, or condition hereunder must be in writing and shall not be construed to be a waiver of any other term, condition, or provision hereof, nor shall such waiver be deemed a waiver of a subsequent breach of the same condition or provision on this Purchase Order or on future orders.
23. **Assignments and Subcontracting.** No part of this Purchase Order may be assigned or subcontracted without prior written approval of Buyer.
24. **Shipment.** If in order to comply with Buyer's required delivery date it becomes necessary for Seller to ship by a more expensive way than specified in this Purchase Order, any increased transportation costs resulting therefrom shall be paid for by Seller unless the necessity for such rerouting or expedited handling has been caused by Buyer.
25. **Limitation of Buyer's Liability - Statute of Limitations.** In no event shall Buyer be liable for anticipated profits or for incidental or consequential damages. Buyer's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this agreement or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof, which gives rise to the claim. Buyer shall not be liable for penalties of any description. Any action resulting from any breach on part of Buyer as to the goods or services delivered hereunder must be commenced within one (1) year after the cause of action has accrued.
26. **Audit Rights.** During the term of this Purchase Order and for a period of three (3) years following completion or termination of this Purchase Order, Buyer and its auditors and other authorized representatives, at all reasonable times, shall have access to and shall have the right to inspect and audit all of Seller's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data, whether located at Seller's headquarters or at a Seller branch, manufacturing facility, distribution center or other office, including invoices received by Seller from the manufacturers of the products, information regarding any applicable manufacturer's rebates for the product and all other information which is used to calculate the purchase prices for the product, relating to compensation and other payments received by Seller from Buyer in connection with the product or services of this Purchase Order.
27. **Entire Agreement.** This Purchase Order, and any documents referred to on the face hereof, constitute the entire agreement between the parties. No changes are binding upon Buyer unless they are in writing and signed by an authorized representative of Buyer.
28. **Liens.** Seller will save and keep the Project referred to in this Purchase Order and the lands upon which it is situated free from liens by reason of any materials or other things supplied by Seller. If Seller fails to remove any lien by bonding it off or otherwise, Buyer may retain sufficient funds, out of any money due or thereafter to become due Seller, to pay same and all costs incurred by reasons thereof, and may pay said lien or liens and costs out of any funds due Seller.
29. **Drawings & Quality.** All goods or services furnished must conform to the Contract Documents and be of the quality specified, or in the event no quality is specified, must be of the highest quality regularly produced by Seller. Seller agrees that in the manufacture and production of the goods hereunder by Seller (or its supplier), all applicable American Standards (such as ASA, ASME, ASTM, and NEMA) in effect at the time of this Purchase Order have been complied with and followed. Seller shall prepare and submit to Buyer such shop drawings, submittal data, color samples, or models for approval of goods to be furnished under this Purchase Order, however, the approval of the shop drawings, submittal data, color samples, or models will not relieve Seller of its obligation to supply the goods in strict accordance with the Contract Documents or the proper matching and fitting of the goods with contiguous work in the project.
30. **Contract Drawings.** The Supplier may examine the Contract Documents at the office of Contractor at reasonable times during normal business hours.
31. **Joint Checks.** At Buyer's sole discretion, all or any part of any payment due to Seller may be paid jointly to Seller and its subcontractors or materialmen in such amount as may be claimed by the subcontractors and materialmen. Said payment shall be considered to be payment to Seller for all purposes. (Rev. 4/09)