



KBE Building Corporation
 76 Batterson Park Road
 Farmington, CT 06032
 PH (860) 284 -7110
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PURCHASE ORDER
 Material and Equipment
Number «SL»

Above order number must appear on all inquiries, invoices, packing slips and shipping documents

TO: «FIRMNAME»
«FirmAddress»
«FirmCity», «FirmState» «FirmZip»
 Phone: **«FirmPhone»** Fax: **«FirmFax»**
VID #«VendorNumber»

SHIP TO: «ProjectDescription»
«JobAddress»
«JobCity», «JobState» Job #: «Project»
 Phone: **«JobPhone»** Fax: **«JobFax»**

Phase Code	Application Number
«PhaseCode»	

DATE	DATE REQUIRED	SHIP VIA	TERMS
January 12, 2021			

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
			«TotalSubcontract»

ALL TERMS AND CONDITIONS AS SET FORTH ON REVERSE SIDE ARE PART OF THIS PURCHASE ORDER

ACCEPTED: **«FirmName»**

BY: KBE BUILDING CORPORATION

 AUTHORIZED SIGNATURE DATE

 KBE AUTHORIZED SIGNATURE DATE

 PRINTED NAME AND TITLE

 PRINTED NAME

GENERAL CONDITIONS

Acknowledge this order promptly and advise at once as to any possibility that order cannot be completely filled on or before specified date.

1. All material and equipment furnished under this order shall be guaranteed by the Seller to be fit and sufficient for the purpose intended, and that they are merchantable, of good material and workmanship and free from defects, and Seller agrees to replace without charge to Purchaser said material and equipment, or remedy any defects latent or patent not due to ordinary wear and tear or due to improper use or maintenance, which may develop within one year from date of acceptance by the Owner, or within the guarantee period set forth in applicable plans and specifications, whichever is longer. The warranties herein are in addition to those expressly created or implied by law.
2. All material and equipment furnished under this purchase order shall be subject to the approval of the Architect, Engineer, Owner or any other party mentioned, and Seller shall furnish the required number of submittal data or samples for said approval. In the event approval is not obtained, the order may be cancelled, with no liability on the part of Purchaser.
3. All material and equipment furnished hereunder shall be in strict compliance with plans, specifications, and general conditions applicable to the contract of Purchaser with the Owner or another contractor, and Seller shall be bound thereby in the performance of this contract. Purchaser's approval will not excuse this requirement unless the submittal clearly and explicitly discloses the particular portions of the submittal that deviate from the requirements of the contract documents between Purchaser and Owner.
4. Seller shall guarantee equipment covered under this purchase order to produce capacities or meet design specifications, and function (1) as called for in the plans, specifications or addenda, (2) as herein set forth, and (3) as published or warranted by the manufacturer for the equipment involved. In the event the equipment does not meet the foregoing requirements, Seller shall immediately on notice replace same or remedy any deficiency without expense to the Purchaser, and further shall pay to Purchaser all consequential loss or damages resulting therefrom.
5. The materials and equipment covered by this order, whether in a deliverable state or otherwise, shall remain the property of the Seller until delivered to a designated site and actually received by the Purchaser, and any damage to the material and equipment or loss of any kind occasioned in transit shall be borne by the Seller, notwithstanding the manner in which the goods are shipped or who pays the freight to other transportation costs.
6. The Seller hereby agrees to indemnify and save harmless the Purchaser from and against all claims, liability, loss, damage or expense including attorney's fees by reason of any actual or alleged infringement of patents, trademarks, copyrights or other intellectual property rights or any litigation based thereof, covering any article purchased hereunder.
7. Time is of the essence of this contract. Should the Seller for any reason fail to make deliveries as required hereunder to the satisfaction of Purchaser, or if the materials are not satisfactory to the Owner, Architect, Engineer or Purchaser, the Purchaser shall be at liberty to purchase the materials elsewhere and any excess in cost of same over the price herein provided shall be chargeable to and paid by the Seller on demand. Should any delay on the part of the Seller or defects or nonconformance of the materials or equipment with the plans and specifications result in loss, damage or expense including consequential damages to the Owner or to the Purchaser, the Seller shall indemnify the Owner and the Purchaser against such loss, damage or expense including attorney fees. If to any cause, all or any portion of the materials to be furnished are not delivered at the time or times herein specified, the Purchaser may, at its option, cancel this order as to all or any portion of materials not so delivered.
8. Seller shall furnish all necessary lien waivers, affidavits or other documents required to keep the Owner's premises free from liens or claims for liens arising out of the furnishing of the material or equipment herein, as payments are made from time to time under this order.
9. All prior representations, conversions or preliminary negotiations shall be deemed to be merged in this order, and no changes will be considered or approved unless this order is modified by an authorized representative of Purchaser in writing.
10. Notwithstanding any provisions of the plans and specifications or the contract between Owner and Purchaser to the contrary, no dispute under this purchase order shall be settled by arbitration. All disputes and all litigation arising under this purchase order shall be commenced in a court of competent jurisdiction in the State of «JobState».
11. This purchase order shall be governed by the laws of the State of «JobState».
12. Seller hereby agrees to comply fully and completely with any and all federal, state and local statutes, regulations or executive orders; 1) precluding employment discrimination on the basis of race, color, religion, national origin, sexual gender or sexual orientation, age; or 2) requiring affirmative action to eliminate, among other things, under-utilization of minorities or other classifications to the extent same are applicable to Purchaser. **This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.** All statutory provisions required to be included in this purchase order are deemed incorporated herein.
13. Seller is familiar with all building and other codes that apply to material and equipment supplied under this contract. Seller hereby represents to Purchaser that the materials supplied by Seller will comply with such codes.
14. Purchaser may offset against the price of this contract the amounts of any obligations of Seller to Purchaser, whether arising out of this or any other project.

This order, when accepted by Seller, shall constitute a valid and binding contract

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