

Supplier: NAME

PPI #:



**PrestonPipelines**  
General Engineering Contractor

**PURCHASE ORDER #001 - NAME**  
**MATERIALS ONLY**

**I. PROJECT DESCRIPTION**

Owner	General Contractor	Contractor	Subcontractor	Lender	Surety Com
Name Address city state zip	Name Address city state zip	Name Address city state zip	Name Address city state zip	Name Address city state zip	Name Address city state zip Bond No.

This Agreement is made on this 3<sup>rd</sup> day of April, 2008, between Preston Pipelines, Inc. ("Buyer") whose address is 133 Bothelo Avenue Milpitas, CA 95035 and Name ("Supplier"), whose address is Address.

**Supplier agrees to perform the following work on the project listed below, for the price stated below:**

**1. MATERIAL TO BE PROVIDED.** Supplier shall furnish the material described below at the price set forth opposite each item within the times stated below in accordance with the terms and provisions of the Prime Contract

QTY	ITEM	PRICE
<b>Total ( <b>does not include applicable taxes</b> )</b>		

**Terms:**

- Supplier agrees to furnish materials that meet the Project Plans, Specifications and associated requirements. Due to the complexity of the large job, all quoted quantities are approximate. Actual quantities may slightly vary from original quote.
- Supplier invoices due no later than the 5<sup>th</sup> of month following month of delivery. Invoices received after the 5<sup>th</sup> will be entered as though delivered in the month received. Discount of 3.0% will be applied to all payments made by Preston Pipelines on or before the 15<sup>th</sup> of the month following month of invoice.
- Prices referenced from Company Quote dated XXXXX (see attached)
- Sales Tax Additional
- All pricing valid throughout the entire duration of the Project

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**Mail Invoices to: Preston Pipelines, Inc., 133 Bothelo Avenue, Milpitas, CA 95035**

<p><b>THIS AGREEMENT IS SUBJECT TO ALL OF THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE, AS WELL AS ALL PRIME CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS RELEVANT TO SUPPLIER'S WORK.</b></p>
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**GENERAL TERMS AND CONDITIONS**

**This Agreement is subject to all of the following terms and conditions:**

**NOTE: SELLER'S STANDARD TERMS AND CONDITIONS OF SALE, WHETHER RECEIVED BY PURCHASER PRIOR OR SUBSEQUENT TO THE DATE HEREOF, ARE NOT A PART OF THIS PURCHASE ORDER AND WILL NOT BE CONSIDERED AN INDICATION OF EXCEPTION TO THE TERMS AND CONDITIONS HEREOF. SELLER MUST INDICATE, IN WRITING, SPECIFIC EXCEPTIONS, IF ANY, TO THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER. ABSENT SUCH SPECIFIC EXCEPTIONS, THIS PURCHASE ORDER SHALL CONSTITUTE A VALID AND BINDING CONTRACT, THE TERMS AND CONDITIONS OF WHICH ARE SET FORTH HEREIN, UPON THE OCCURRENCE OF ANY OF THE EVENTS DESCRIBED IN PARAGRAPH 15 HEREOF.**

1. Time of delivery of this Purchase Order is of the essence, and Purchaser reserves the right to cancel without cancellation charges, all or any part of this Purchase Order if not filled within the specified time. Exercise of such right of cancellation shall not be deemed a waiver of any right reserved to the Purchaser herein, or by law, for any delay or failure to deliver as specified.
2. The seller agrees to comply with all Federal, State, and Local regulations, laws, ordinances and enactments of whatever kind, applicable at the time of sale or which may become effective during the period of construction or fabrication, shipping, and/or installation ( if installation is included ) of the materials comprised under the Purchase Order.
3. The price of this Purchase Order is not subject to change or any surcharges resulting from the imposition now or in the future of any sales or use taxes unless expressly set forth herein. It is further agreed that, notwithstanding any contrary provision of the specification, Seller shall not be entitled to any cost or price escalation except to the extent expressly set forth in this Purchase Order.
4. In the event the contract of Purchaser with the Owner or another contractor is terminated, cancellation of this Purchase Order shall occur automatically, without cancellation charges by the Seller, and no obligation of any description whatsoever shall exist on the part of the Purchaser toward the Seller.
5. The contract price appearing on this Purchase Order is final as to payment for the material covered by the specifically listed items, as defined by the enumerated specification paragraph numbers, with exceptions as noted, and there shall be no additions to or other modifications of such contract price, except as such modifications may result from actual change in the specifications. If such changes become necessary, any alteration of the contract price shall be covered by separate order, which shall be issued to cover such changes. Seller shall not proceed with changes affecting contract price without specific authorization in WRITING from the Purchaser.

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6. Payment and discount periods shall commence only upon receipt of both the material and proper invoice or invoices at destinations specified in the Purchase Order.
7. In the event that this Purchase Order specifies the installation of any materials or equipment or requires that employees of the Seller be present, do work, or make installation on the building or site for which the above materials, equipment or services are purchased, the Seller agrees as follows: (1) to pay all Federal and State taxes on the payroll of his employees under the terms of the various old age, unemployment or pension benefits laws now enacted or which may be enacted prior to completion of the Purchase Order; (2) to carry and pay for proper Workmen's Compensation or Employer's Liability insurance, property damage insurance and public liability insurance, and to hold to Purchaser harmless from all costs or damage arising out of actions to or caused by Seller's employees; (3) to abide by and comply with all Federal and State laws and regulations concerning employment, wages and hours of employees engaged in the work, and agrees to defend and indemnify the Purchaser and save him harmless from all claims which may be made against him by an employee or employees or Governmental Agencies as a result of Seller's failure to comply with such Federal and State laws and regulations; (4) Seller further agrees to defend, indemnify and save the Purchaser harmless from all claims or suits for damages arising from such work or installation.
8. Seller represents and warrants to Purchaser that all material and/or equipment rented, leased or purchased under this Purchase Order meets all standards for the Occupational Safety and Health Act of 1970 and Construction Safety Act of 1969, as amended, and of applicable State and Local laws and regulations pertaining to safety. The Seller agrees to defend indemnify and hold Purchaser harmless of and from any loss, including but not limited to any fines, penalties, and corrective measures, Purchaser may sustain by reason of Seller's failure to comply with said laws or regulations in connection with the design, manufacture and/or installation (if installation is included) of such equipment, materials and/or supplies purchased hereunder.
9. All materials and /or equipment furnished under this Purchase Order shall be guaranteed by the Seller against defects, and Seller agrees to replace without charge to Purchaser said material and equipment, or remedy and defects, latent or patent, not due to ordinary wear and tear, and not due to improper use or maintenance, which defects may develop within the guarantee period set forth in applicable plans and specifications.
10. All materials and equipment furnished under this Purchase Order shall be subject to the approval of the Owner, architect, engineer, or any other party designated in the specifications, and Seller shall furnish the required submittal data and/or number of samples for said approval. In the event such approval is not obtained, the Purchase Order shall be deemed to be cancelled, with no liability on the part of either Purchaser or Seller, unless this Purchase Order is placed with the requirement that the material, equipment and/or installation of same ( if installation is included ) is to be supplied of the type and in such a manner as to meet requirements of plans and specifications. In the latter case the material, equipment and/or installation of the same ( if installation is included ) furnished hereunder shall be in strict accordance 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 event the material, equipment or installation (if installation is included) does not meet the foregoing requirements, Seller shall, upon receipt of notice, immediately replace same, or remedy any deficiency, without expense to the Purchaser; and further, Seller shall pay to Purchaser all loss or damage resulting there from.
11. The Seller hereby agrees to indemnify and save harmless the Purchaser from and against all claims, liability, loss, damage or expense, including attorneys' fees, by reason and any actual or alleged infringement of letters patent, or of any litigation based thereon covering any article purchased hereunder.
12. If requested by Purchaser, 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

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13. Both parties to the Purchase Order have read and understand the same, and all previous orders, proposals, letters, oral or written promises and understanding, if any, relating to the subject matter of this Purchase Order, are either merged herein or, if inconsistent herewith, voided hereby.

14. In the event of Seller's default of any of the terms or conditions set forth herein, the Seller agrees to pay all costs resulting therefrom, including but not limited to, reasonable attorneys' fees.

15. This Purchase Order shall constitute a valid and binding contract in accordance with the terms and conditions set forth herein upon the occurrence of any of the following events:

(1) Seller's submission of shop drawings to Purchaser, or (2) Seller's first shipment of material or equipment ordered hereunder, or (3) Seller's acknowledgment of this Purchase Order irrespective of whether such acknowledgment contains, purports or attempts to incorporate Seller's standard terms and conditions of sale. In the event that Seller's acknowledgment requires Purchaser's acknowledgment, such acknowledgment by Purchaser shall not constitute acceptance by Purchaser of any of Seller's standard terms and conditions which are inconsistent with the terms hereof, and the parties here to hereby agree that the terms and conditions hereof supersede all contrary provisions of Seller's terms and conditions, except to the extent that Purchaser expressly accepts Seller's specific exceptions hereto.

	<b>Preston Pipelines, Inc.</b>		Supplier
By:		By:	
		Print →	
Title		Title	