PURCHASE ORDER

PO #: **XXX–XXXX**	P.O. Date: **XX/XX/XX**

Seller	**Buyer (Bill To Address)**
XXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXX Job Contact: XXXXXXXXXXXXXXXX (XXX) XXX-XXXX	FILANC *(CA License #134877)* 740 North Andreasen Dr. Escondido, CA 92029 **Send invoices to invoices@filanc.com** *Reference PO Number on all Billings and Correspondence*
Project No. & Name XXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX Delivery: DDP Incoterms 2020 Project Site Terms: Pay When Paid Retention: 5%	**Ship To (Jobsite Address)** FILANC XXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXX Job Contact: XXXXXXXXXXXXXXX (XXX) XXX-XXXX
Owner Name and Address XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	**Engineer Name and Address** XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

AGREEMENT

In connection with construction of the Project pursuant to Buyer's Contract with Owner, Buyer agrees to buy, and Seller agrees to sell the products described herein (the "Goods") , upon Terms and Conditions set forth herein.

QTY	DESCRIPTION AND SUMMARY OF SCOPE OF WORK	UNIT PRICE	TOTAL PRICE

Billing Cutoff Date: Invoices to be received on or before the 20th of each month for materials delivered will be included in Buyer's Monthly Billing to Owner.	SUBTOTAL SALES/USE TAX* START-UP COSTS FREIGHT/DELIVERY GRAND TOTAL

Applicable Sales/Use Tax Rate (XXXXXXXXXXX)	X.XX%

*If Sales/Use Tax is paid by Buyer it will not be included in the PO Grand Total: (Buyer) (Seller) X

ACCOUNTING USE - FILANC PHASE CODE(S) BREAKDOWN FOR THIS PURCHASE ORDER

FCC PHASE CODE	DESCRIPTION	LINE ITEM VALUE
	TOTAL (SHOULD MATCH GRAND TOTAL ABOVE)	

Purchase Order No.: **xxx-xxxx**
P.O. Date: **xx/xx/xx**

TERMS AND CONDITIONS

1. SAFETY Seller shall perform its obligations under this Purchase Order in a safe and reasonable manner, and make every reasonable effort to avoid injury, loss or damage to persons or property. If required to be on the Project Site, Seller shall comply with all current safety requirements of Buyer, the Project Site, and all federal, state and local laws and regulations.

2. COMPLETE AGREEMENT The Purchase Order includes these terms and conditions, the exhibits to the Purchase Order, the Project drawings and specifications, and the contract between the Project owner ("Owner") and Buyer ("Prime Contract"), as applicable to the Goods, including the drawings, specifications and other documents incorporated therein, which are incorporated as part of this Purchase Order and constitute the entire agreement between the parties. No other terms or conditions, including but not limited to Seller's proposal or Seller's terms and conditions of sale or acceptance, submittals, shop drawings or bills of lading shall be binding upon Buyer. Commencement of performance by Seller of this Purchase Order shall be deemed acceptance of the terms and conditions of this Purchase Order. This Purchase Order and the Prime Contract are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Purchase Order irreconcilably conflicts with a provision of the Prime Contract, the provision granting greater rights or remedies to Buyer or imposing the greater duty, standard or responsibility or obligation on Seller shall govern. The partial or complete invalidity of any one or more provisions of this Purchase Order shall not affect the validity or continuing force and effect of any other provision. Provisions pertaining to Seller's warranty obligations, Seller's indemnity obligations, Seller's insurance and bond obligations, intellectual property and dispute resolution, and all other provisions intended by their nature to survive termination of this Purchase Order, shall survive termination or abandonment of this Purchase Order.

3. DELIVERY AND RISK OF LOSS Time is of the essence with respect to Seller's obligations and performance under the Purchase Order. Seller, at Seller's sole cost and expense, shall timely submit any samples, submittals, drawings, reports and manuals and deliver the Goods to the point of destination indicated by the delivery terms of this Purchase Order in accordance with the requirements set forth below. In addition to any other rights or remedies Buyer may be entitled to if delivery has not been timely made, Buyer may require the Seller or manufacturer to work on an overtime or premium schedule and may require shipment of the Goods to be expedited from point of manufacture to the Project site. In such event, Seller shall be responsible for all additional overtime or premium costs or additional transportation expenses resulting therefrom. Notwithstanding the terms of shipment, the risk of loss shall pass to the Buyer only after delivery of all Goods to the Project site as required by the terms of this Purchase Order and acceptance by Buyer. Should loss or damage to the Goods occur after the risk of loss has passed, Seller shall replace the Goods, at Buyer's written request, at the same price set forth in this Purchase Order.

1. Seller shall submit all required submittals within _____ days of receipt of this Purchase Order.
2. Buyer shall release Seller for fabrication/production and delivery of materials/equipment as soon as the Engineer or Owner approve the submittals/shop drawings. Any work performed before such release shall be at Seller's own risk.
3. Resubmittals may be required by the Engineer or Buyer. Any costs associated with incomplete submittals or additional reviews due to Seller's negligence will be passed through to the Seller and deducted from the Purchase Order amount for any amount charged to the Buyer by the Owner/Engineer.
4. Equipment/material(s) shall be delivered no later than _____ weeks after approved shop drawings and after release by Buyer unless Buyer approves an alternate delivery time.
5. Delivery of equipment/material(s) to jobsite shall be coordinated with the Project Manager prior to shipment.
6. Seller shall notify Buyer at least one (1) week and, again at twenty-four (24) hours prior to delivery,
7. Deliveries are to be made between the hours of 7:00 AM and 2:00 PM, Monday through Friday, unless special arrangements are made with Buyer.
8. Delivery personnel must wear hard hats and appropriate jobsite clothing and personal protection equipment.

4. SUBSTITUTIONS Substitutions or alternates shall be permitted only in strict accordance with the terms of Prime Contract and as approved in writing by the Engineer (or Owner) and Buyer based on timely and adequate request by Seller. No liability shall accrue to Buyer until and unless submittals have been approved.

5. HAZARDOUS MATERIALS All hazardous material must be properly labeled, stored and handled per specification requirements, applicable codes, and safety requirements. Material safety data sheets (MSDS) must be given to the Project Manager for reference prior to the material being shipped to the jobsite.

6. SPARE PARTS AND EXTRA MATERIALS The Seller shall provide all spare parts, extra materials, special tools and equipment, and consumables per specification and contract requirements. Any manufacturers recommended spare parts shall also be furnished. These are to be turned over to the Buyer per the specification requirements. Spare parts shall be A) tagged for identification B) provided in sturdy boxes or containers and C) provided with master list. All spare parts can be shipped together but SEPARATE from items shipped loose and required for the operation of the equipment. Other items shipped loose shall be in a separate box clearly labeled for such use.

7. EQUIPMENT AND MATERIAL TAGGING Seller shall tag all equipment, materials, and sub-assemblies with "match-marks" and I.D. tags, per shop drawings, for identification during assembly or installation at the jobsite.

8. INSPECTION Buyer shall have the right to inspect and test the Goods at any time during manufacture and prior to shipment, and to inspect and test the Goods within a reasonable time after arrival at the Project site at which the Goods are to be installed. Buyer shall have the right to reject and refuse acceptance of Goods that are not in accordance with the Purchase Order or revoke acceptance because of any non-conforming Goods or later-discovered defects. The making or failure to make any inspection of, the failure to reject, or payment for or acceptance of, the Goods shall in no way impair Buyer's right to reject or revoke acceptance of nonconforming Goods, or to avail itself of any other remedies to which Buyer may be entitled, notwithstanding Buyer's knowledge of the nonconformity, its substantiality or the ease of its discovery. Rejected Goods shall be removed at the expense of Seller including transportation both ways, promptly after notification or rejection and Seller shall bear all risk of loss on rejected Goods. The rights and remedies of Buyer provided in this Section shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Purchase Order.

9. WARRANTY Notwithstanding Buyer's inspection and acceptance of Goods delivered, and in addition to any warranty in fact or implied by law, Seller represents and warrants that all Goods furnished hereunder are (i) free from any defects in design, materials, workmanship, (ii) fully conform to the requirements of this Purchase Order, including the Project drawings and specifications, (iii) are merchantable and fit and suitable for the purpose and use intended, (iv) new and of good quality, (v) free of all liens, encumbrances or claims of any person, whether arising under commercial laws or the law of patents, trademarks, copyright, trade restriction, or other statutory or common law, or property rights; and (vi) covered by all warranties implied by law or usage of trade. Seller's warranties shall survive any inspection, delivery, acceptance, payment or termination of this Purchase Order.

10. REPAIR AND REPLACEMENT Seller shall, upon receipt of a written notice from Buyer, promptly correct any Goods under this Purchase Order which are defective in design, workmanship or materials or fail to conform to the Purchase Order within the longer of (i) twelve (12) months from substantial completion of the Project or (ii) such longer period of time as required by the Prime Contract. Establishment of the time period as described in this Section 10 relates only to the specific obligation of the Seller to correct non-conforming or defective Goods, and has no relationship to the time within which the obligation to comply with the Purchase Order may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Seller's liability with respect to the Seller's obligations.

11. DEFAULT If Seller (a) fails to furnish the Goods in strict compliance with this Purchase Order, (b) fails to timely submit any required samples, submittals, drawings, reports, and manuals, (c) does not obtain the approval of the Owner to the extent required by the Prime Contract, (d) fails to deliver the Goods within the time provided under this Purchase Order, or (e) becomes insolvent, bankrupt, enters into liquidation proceedings, or makes any assignment for the benefit of its creditor(s), Seller shall be in default and Buyer may elect, in addition to any other remedies available, (1) to cancel this Purchase Order without liability on the part of Buyer, and if Buyer so chooses, proceed to purchase goods, material and/or equipment in substitution for that due under this Purchase Order in which event Seller shall be liable to Buyer for the difference between the cost of such substitution and this Purchase Order price together with all loss or damages incurred by Buyer, including but not limited to all delay damages incurred by Buyer or for which Buyer may be liable to Owner or others; or (2) to notify Seller of the deficiencies with and require Seller to correct the same in which case the Seller shall remedy the same without expense or liability on the part of Buyer and further shall pay Buyer all loss or damages resulting therefrom, including but not limited to all delay damages incurred by Buyer or for which Buyer may be liable to Owner or others; or (3) Buyer may proceed upon seven (7) days' notice, or such shorter period as required by the Prime Contract, to cure and correct the deficiencies without liability on the part of Buyer in which event Seller shall reimburse Buyer for the cost of curing and correcting said deficiencies and all loss or damages incurred by Buyer resulting therefrom, including but not limited to all delay damages incurred by Buyer or for which Buyer may be liable to Owner or others.

12. TERMINATION FOR CONVENIENCE Buyer may, at any time, by written notice to Seller terminate this Purchase Order for its convenience. In such event, Buyer shall pay Seller, as its entire and sole compensation, its actual and reasonable costs of furnishing Goods as of the date of termination, as determined by audit of Seller's records, plus a reasonable markup on such costs for overhead and profit, but in no event shall such amount exceed the total Purchase Order Price. In the event any cancellation of the Purchase Order under Section 11 is later determined to have been improper, the termination shall automatically be deemed a Termination for Convenience, and the Seller shall be limited in its recovery strictly to the compensation provided for in this Section. In no event shall Buyer be responsible for any lost or anticipated profits.

13. INSURANCE AND BONDS Seller shall provide payment and performance bonds if specified in Exhibit G. In the event that Seller or its employees or agents are required to come onto the Project site or property of Buyer in connection with the Goods, including delivery, commissioning or servicing of such Goods, Seller shall, prior to entrance on the Project site or delivery of the Goods, purchase and maintain insurance with at least the limits of liability as set forth in Exhibit B that will protect it from the claims arising out of its operations under this Purchase Order, including Worker's Compensation Insurance, Commercial General Liability and Automobile Liability Insurance.

14. INDEMNITY To the fullest extent permitted by law, Seller shall defend, indemnify and hold harmless Buyer, Owner and their agents, consultants, members, employees and others as required by this Purchase Order from and against any and all liabilities for damages and/or injuries to persons or property arising out or resulting from defective or non-conforming materials or workmanship in the Goods furnished or that may arise out of the Seller's presence on the Project site in connection with the performance of this Purchase Order. To the fullest extent permitted by law, Seller shall also defend, indemnify and hold harmless Buyer, Owner and their agents, consultants, members, and employees, from (i) any costs arising out of a breach of warranty and (ii) any and all claims or damages due to Seller's failure to provide timely performance in accordance with this Purchase Order.

15. CHANGES Buyer has the right at any time to make changes in the Goods, or in the quantities, specifications and drawings. If such changes cause an increase or decrease in the amount due or in the time required for performance, an equitable adjustment in the price or delivery schedule, or both, shall be made. Increase or decrease in the amount due will be based on unit rate shown, if any, on the Purchase Order, and if no unit rate is shown, such increase or decrease will be based upon an equitable adjustment, provided any increase shall be supported by documentation of the actual change in cost. The change to the amount due or the time for performance shall be documented in a change order signed by the parties. If the parties are unable to agree upon the terms of the change order, Buyer may issue a work change directive, and Seller shall immediately proceed in accordance with the terms of the work change directive. Upon completion of the change, Buyer may issue a unilateral change order setting forth the Buyer's final determination regarding the adjustments in the amount due and time for performance associated with such change, subject to Seller's right to pursue dispute resolution. In no event will Seller receive any compensation, allowance or time extension for any change in an amount greater than that which Buyer actually receives from the Owner. Any claim for adjustment under this provision must be asserted within ten (10) days from the date when the change is ordered. Changes to this Purchase Order will be binding only if in writing and signed by an authorized representative of Buyer.

16. INTELLECTUAL PROPERTY Seller warrants that the Goods described herein and the sale or use of them will not infringe any patent or copyright and Seller shall, at its own cost and expense, defend, indemnify and hold harmless Owner and Buyer from and against every action which may be brought against Owner or Buyer or those using the Goods for any alleged infringement of any patent or copyright by reason of the sale or use of such Goods and Seller agrees to pay all costs, damages, fines and profits recoverable in any such action. In case said Goods, or any part thereof, are held to constitute infringement and the use of such Goods or part are enjoined, Seller shall, at its own expense, and at Buyer's option, either procure for Buyer and Owner the right to continue using said Goods or part, or replace same with substantially equal but

non-infringing goods, or modify it so it becomes non-infringing, or remove said Goods and refund the purchase price and the transportation and installation costs to Buyer.

17. COMPLIANCE WITH LAWS Seller shall comply with all federal, state and local laws, ordinances and regulations applicable to Seller or affecting this Purchase Order or the manufacture, sale, delivery and/or use of the Goods furnished hereunder, including but not limited to, the Fair Labor Standards Act, the Occupational Safety and Health Act (OSHA), the Federal Acquisition Regulations, if applicable, and the Immigration Control Reform Act, if applicable. To the fullest extent permitted by law, Seller shall defend, indemnify and hold harmless Buyer, Owner and their agents, consultants, members, and employees from and against any and all liabilities, claims, costs, damages, lawsuits or causes of action arising out of or resulting from Seller's failure to comply with applicable laws, ordinances, regulations. Seller shall be bound by the clauses set forth in Exhibit X and shall incorporate all such clauses into any non-exempt lower tier purchase orders**.**

18. ASSIGNMENT Neither this Purchase Order nor any rights hereunder shall be assigned in part or whole by Seller without prior written consent of Buyer.

19. PAYMENT The prices stated in this Purchase Order are firm, not subject to increase and include all taxes and tariffs presently existing or subsequently imposed and levied. Seller's sole remedy and recovery for additional costs resulting from taxes or tariffs enacted after the date of this Purchase Order shall be limited to the proportional amounts Buyer recovers from Owner for such costs. Unless otherwise specified in Exhibit A; after (a) receipt by Buyer of the executed Purchase Order including the acknowledgement and an approved Certificate of Insurance, (b) inspection and acceptance of the Goods for which Seller has billed and (c) receipt of Seller's invoice for such Goods; Buyer agrees to pay Seller in monthly payments for the Goods less the retention amount listed on the face of the Purchase Order within 10 days after payment has been made by Owner to Buyer. Upon completion and accepted startup, testing, training, and performance of this Purchase Order by the Seller and final approval and acceptance of the Project by the Owner, the Buyer will make final payment of all retained amounts to the Seller within ten (10) days after full payment for the Goods to Buyer from the Owner. Buyer will present and request payment for the full amount of each invoice, however, Buyer does not guarantee full payment if denied by the Owner. No payment will made for more than the amount approved by the Owner. Notwithstanding any other provision, Buyer may withhold any payment due or to become due to the Seller if and to the extent Buyer deems it necessary or desirable to protect itself against possible loss or damages for which Seller is responsible including, but not limited to (i) defective or non-conforming Goods; (ii) Seller's failure to timely provide samples, drawings, submittals, or deliver the Goods; (iii) third-party claims or reasonable evidence indicating probable third-party claims; (iv) failure or alleged failure of the Seller to make payments to its vendors, suppliers, or employees; or (v) damage to Buyer or Owner.

20. GOVERNING LAW This contract shall be governed by the law of the state in which the Project is located.

21. WAIVER Buyer's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege provided in this Purchase Order, or to exercise any right, shall not be construed as a waiver of relinquishment of such term, condition or right. Any waiver by Buyer must be expressly provided in writing.

22. INFORMATION REQUIRED Seller shall maintain all books, records, information and documentation relating to the Goods and its performance under this Purchase Order for a period of three years, or such longer period of time as required by the Prime Contract or applicable law, and make such books, records, information and documentation available to Buyer upon request. Buyer may at its sole option require Seller to provide any and all supporting information to Buyer in respect of quality of the Goods, delays in the delivery of the Goods and/or increased costs of this Purchase Order. Buyer may use this information in pursuit or defense of claims, litigations or arbitrations with other parties and Seller, should it be required to do so, shall participate on behalf of Buyer in support of the quality of the Goods, delays and/or extra costs to this Purchase Order.

23. COMMUNICATIONS The Seller shall have communication only through Buyer. All correspondence is to be directed to the Buyer. Direct communication with the Owner, Engineer or other subcontractors or suppliers without the written express verbal or written consent of the Buyer is prohibited.

24. PROCORE REQUIREMENTS Procore is a cloud-based construction management software, and serves as a centralized hub, housing all project information for every team member. The Seller shall utilize Procore's project management and collaboration system to access all project documentation. If required by Buyer, Seller shall prepare and submit various items through Procore, including but not limited to RFIs, CCOs, submittals, and other communications. All of Buyer's Procore data, technical information, documents, and other records remain the exclusive property of Buyer. Seller shall not use the data nor download information for any use other that the furtherance of the legitimate needs of the project.

25. DISPUTE RESOLUTION Unless otherwise agreed in writing, Seller shall continue to perform its obligations under this Purchase Order pending the resolution of any dispute that may arise under or relate to this Purchase Order. If a dispute arises out of or relates to this Purchase Order or its breach, the parties shall first endeavor to settle the dispute first through direct discussions between corporate officers of the Buyer and Seller with full authority to resolve the dispute. Such direct discussions are a condition precedent to any further dispute resolution proceedings between the parties. To the extent disputes between Seller and Buyer involve in whole or in part disputes between Buyer and Owner, disputes between Buyer and Seller shall be decided in the same tribunal and in the same forum as disputes between Buyer and Owner, and may be joined at Buyer's discretion. Seller agrees to be bound by the procedure and final determinations in Buyer's dispute resolution with the Owner. All other disputes shall be resolved by binding arbitration pursuant to the Construction Industry Rules of the American Arbitration Association. Venue for the arbitration shall be in the city identified in Buyer's address on this Purchase Order. Seller and Buyer agree that the Federal Arbitration Act shall be applicable to any such arbitration, and the award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The prevailing party in any such dispute arising out of or relating to this Purchase Order shall be entitled to recover from the other party its reasonable attorneys' fees, expert witness fees, costs and expenses for all phases of the dispute.

26. EXTENT OF AGREEMENT Nothing in this Purchase Order shall be construed to create a contractual relationship between persons or entities other than the Buyer and the Seller. This Purchase Order is solely for the benefit of the parties, represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. No modification of

this Purchase Order shall be binding unless the same is in writing signed by the Seller and the Buyer. Any field tickets, daily reports, timesheets, delivery receipts, invoices, bills of lading, or similar documents relating to the Goods or Seller's performance under this Purchase Order ("Field Documentation") signed by Buyer personnel regardless of title, shall be deemed to have been signed solely for the limited purpose of acknowledging receipt of the Goods, materials, equipment, or labor, or verifying factual information such as time on site or workforce counts. Such signatures shall not be construed as agreement to any terms or conditions contained in such Field Documentation, including but not limited to any provisions regarding pricing, change orders, claims, schedule impacts, indemnity, or modifications to this Purchase Order. In no event shall such Field Documentation be deemed to amend, supplement, or waive any rights or obligations under this Purchase Order.

EXHIBITS	The following Exhibits are attached to and are a part of this Purchase Order:
Exhibit A:	Goods and deliverables
Exhibit B:	Insurance Requirements
Exhibit G:	Performance and Payment Bond Forms
Exhibit X:	Special Provisions

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES

BUYER:		**SELLER:**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

--- END ---

EXHIBIT A
GOODS AND DELIVERABLES

In addition to the work described elsewhere in this purchase order, the vendor includes in its price the following:

Seller shall provide in accordance with this Purchase Order _____

as described in the Prime Contract, including but not limited to the following specification sections:

- List Spec Sections Here
- and all other applicable "general provisions" specification sections.

Anticipated Delivery Approximate Month: _____

Submittal Lead Time: _____

Delivery Lead Time: _____

Other Inclusions, Exclusions and Terms and Conditions:

EXHIBIT B:
INSURANCE REQUIREMENTS

The insurance requirements set out in this Exhibit are independent from all other obligations of the Seller under this Purchase Order and apply whether or not required by any other provision of this Purchase Order.

Buyer utilizes myCOI Central, a software management system used to track certificates of insurance and to track and verify insurance coverage. Upon Seller's receipt of this Agreement, Seller will receive an e-mail from registration@myCOItracking.com. Seller must follow the instructions contained in the e-mail and complete the online registration. Upon completion of registration, Buyer will request proof of insurance directly from Seller's insurance agent(s). In addition to the other terms and conditions contained herein, Seller may not commence Work and no payments will be made, until Seller is registered in myCOI Central and a compliant Certificate of Insurance has been received.

Certificates of Insurance ("Certificates") are to be issued on ACORD Form 25 and show that the below required insurance coverages in companies with a minimum A.M. Best's Rating of A-, VIII or companies acceptable to Buyer are in force. Required endorsements must be attached to such Certificates. All certificates must reference the specific project in the certificate description/comments area for identification purposes.

Seller waives against Buyer any and all rights of recovery for loss, damage, or expense to the extent the same are recovered pursuant to valid and collectible policies of insurance except where such waiver is prohibited by law. In addition, Seller waives all such claims against Owner and any other contractors, subcontractors, or suppliers to the same extent.

If coverage limits specified by the Owner are required of Seller and if greater than the coverage limits reflected on the Certificates provided to Buyer, Seller shall immediately obtain the required higher coverage limits and furnish Buyer with replacement Certificates showing proper coverage limits and otherwise complying with this Exhibit B.

Seller shall maintain in effect all insurance coverage required under this Agreement at Seller's sole expense and with insurance companies acceptable to Buyer. Seller agrees to notify Buyer in writing, at least 30 days in advance, of any reduction by the insurers in required coverages or coverage limits, cancellation, or non-renewal of Seller's policies. Seller agrees to file new, complying Certificates showing proper renewal coverages and limits in force at least 10 days prior to expiration of the current policies.

(a) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

1) Workers' Compensation coverage in accordance with the laws of the State within the jurisdiction the work is performed. In the event that the work of this contract falls within the Federal Employer's Liability Act, the Seller shall extend Workers' Compensation Insurance to provide and maintain in full force and effect during the period covered by this Purchase Order, insurance against the liability imposed under the above- mentioned Acts as applicable. No alternative or benefit plan in lieu of statutory Workers' Compensation coverage will be acceptable even in those jurisdictions where permitted.

2) Employer's Liability Coverage with a minimum limit of: $1,000,000.00 Bodily Injury by Accident – Each Accident; $ $1,000,000.00 Bodily Injury by Disease – Policy Limit; $1,000,000.00 Bodily Injury by Disease – Each Employee

Where permitted by law the Seller waives subrogation against Filanc and others as required by the Owner-Buyer Agreement.

(b) COMMERCIAL GENERAL LIABILITY INSURANCE, on a coverage form at least equal to that provided under ISO CG 00 01, latest available edition, on an occurrence basis. This policy shall include, but not be limited to, personal injury, contractual liability, and products liability coverage. Seller shall identify on the Certificate any Residential, Mold, EIFS, Silica or other major exclusions that impact the Seller's ability to insure its risk. If the Project includes any Residential components or the proposed design includes EIFS systems, then the Seller shall obtain appropriate endorsements acceptable to Buyer as a condition of this Purchase Order. The above coverage shall be written for not less than the following minimum limits:

$1,000,000.00	GENERAL AGGREGATE (PER PROJECT ; if not PER PROJECT, the limit shall be $2,000,000)
$1,000,000.00	PRODUCTS-COMPLETED OPERATIONS AGGREGATE
$1,000,000.00	PERSONAL & ADV. INJURY
$1,000,000.00	EACH OCCURRENCE

Continuation of Coverage Seller shall maintain Products-Completed Operations coverage under Commercial General Liability for the applicable Statute of Repose following Substantial Completion of the Work.

(c) AUTOMOBILE LIABILITY INSURANCE including the following coverages: Owned, Hired, and Non-Owned vehicles shall be written for not less than the following minimum limits: $1,000,000.00 PER ACCIDENT

(d) UMBRELLA (EXCESS) LIABILITY INSURANCE with combined single limits for bodily injury and property damage of not less than $1,000,000.00 EACH OCCURRENCE and $1,000,000.00 AGGREGATE. Such coverage shall be in excess of all liability insurance required under the above Paragraphs (a) 2, (b) and (c) and shall provide coverage as broad as the underlying coverage, including additional insureds as required herein.

Continuation of Coverage Seller shall maintain Products-Completed Operations coverage under Umbrella (Excess) Liability for the applicable Statute of Repose following Substantial Completion of the Work.

Filanc and others as required by the Prime Contract shall be added as additional insureds under the Commercial General Liability and Automobile Liability coverages. The coverage afforded the additional insureds for Commercial General Liability must provide coverage at least equal to that of ISO form CG 20 15 07/04. It is agreed by the parties that such coverage will be primary and non-contributory and any coverage maintained by Buyer and/or Owner will be excess of Seller's coverage. All limits of liability available to the Seller shall inure to the benefit of the Additional Insureds, even if greater than the limits described herein.

The amount and types of insurance coverage required to be provided by Seller herein, including any limitation on Seller's obligation to include Buyer, Owner and others as required by the Prime Contract as Additional Insureds on Seller's liability policies, shall not be construed to be a limitation of the liability on the part of the Buyer or any of its Subcontractors.

Seller shall be responsible for securing whatever fire and extended coverage Seller may deem necessary for protection against loss of owned, rented, or borrowed equipment and tools, including, but not limited to any tools, equipment, scaffolding, staging and trailers owned, rented, or borrowed by Seller. Buyer shall have no liability with respect to such equipment and tools. Failure of the Seller to secure such insurance or to maintain adequate levels of coverage shall not obligate Buyer for any losses on owned, rented, or borrowed equipment.

To the fullest extent permitted by law, all insurance policies procured, paid for, and maintained by the Seller for the work performed according to this Purchase Order must contain a Waiver of Subrogation in favor of Buyer, Owner and others as required by the Prime Contract. This Waiver of Subrogation is required not only with respect to insurance required of Seller in this article, but also with respect to any other property, inland marine, liability, or other insurance the Seller may have in force that may cover the work performed for this job.

Buyer shall have no duty to Seller or to any of its insurers or their insurance agents to review any Certificates or copies of insurance furnished to Buyer or to determine whether the terms of each Certificate or policy of insurance comply with the insurance-related provisions of the Purchase Order Documents. A failure of Buyer to detect that Seller has not submitted Certificates, or proper Certificates, or is otherwise not in compliance with the insurance-related provisions of the Purchase Order Documents shall not be considered a waiver or other impairment of any of Buyer's rights under such insurance-related provisions.

Number of Policies Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy. If the full required limits are arranged under a combination of Primary and Excess or Umbrella policies, all policies will be primary and non-contributory and any coverage maintained by Buyer and/or Owner will be excess of Seller's coverage.

Any deductibles or retentions under Seller's policies shall be paid by, assumed by, for the account of, and at Seller's sole risk.

If the Seller fails to procure and maintain such insurance, in addition to the option of declaring Seller in default for breach of a material provision of the Purchase Order, Buyer shall have the right, but not the duty, to procure and maintain the same insurance, or other insurance that provides Buyer with equivalent protection, and Seller shall furnish all necessary information to make effective and maintain such insurance. At the option of Buyer, the cost of said insurance purchased by Buyer shall be charged against and deducted from any monies then due or to become due to Seller or Buyer shall notify Seller of the cost thereof and Seller shall promptly pay such cost.

If Seller enters into any purchase order with any lower-tier supplier, Seller shall require such lower-tier supplier to maintain insurance similar to that required of Seller under this Agreement, including primary/non-contributory additional insured and waiver of subrogation provisions as required hereunder.

BUILDER'S RISK coverage including the interests of the Seller will be provided by Buyer or Owner as identified in the Purchase Order Documents. The Seller is responsible for the Builder's Risk deductible for each loss to the extent losses payable under the Builder's Risk policy are attributable to Seller's work, acts or omissions, or the work, acts or omissions of any lower tier supplier, or any other party for whom Seller may be responsible. Buyer and Seller waive all rights against each other and any of their subcontractors for damages caused by fire or other causes of loss to the extent covered by Builder's Risk insurance, except such rights as they have to proceeds of such insurance held by the Buyer or Owner as fiduciary. Seller shall require all of its subcontractors, by appropriate agreement, written where legally required for validity, similar waivers each in favor of other parties enumerated herein.

Purchase Order No.: **xxx-xxxx**
P.O. Date: **xx/xx/xx**

SELLER PERFORMANCE BOND

BOND NO.

KNOW ALL PERSONS BY THESE PRESENTS; that
SELLER
Address

as Principal (the "Seller"), and
SURETY (or sureties)
Address

as Surety, are held and firmly bound unto BUYER, as Obligee (hereinafter "Obligee"), in the penal sum XXX and 00/100 Dollars ($XXX.00), for the payment whereof Principal and Surety bind themselves for the performance of the Purchase Order (as defined herein below), their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The penal sum of this bond shall automatically increase in the amount of any change order(s) to the Purchase Order hereafter entered into by Obligee and Principal, with or without notice to Surety.
WHEREAS, Principal, as "Seller", entered into a Purchase Order agreement dated 10/01/2025 with Obligee (the "Purchase Order") for the Principal to perform Work, on the Project (the "Project") for Owner (the "Owner"), which Purchase Order is by reference made a part hereof as if fully set forth herein.
NOW, THEREFORE, the parties agree as follows:

1. EFFECT OF OBLIGATION. If the Principal shall fully, timely and faithfully perform all of its obligations under the Purchase Order, each and every, all and singular, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

2. ALTERATION NOTICE WAIVER. The Surety hereby waives notice of any change, alteration or extension of the Purchase Order, including but not limited to an increase of the Purchase Order amount and/or time, made by the Obligee.

3. PRINCIPAL DEFAULT. Whenever the Principal shall be, and is declared in writing by the Obligee to be in default under the Purchase Order, and such default is not the result of a breach by the Obligee of its obligations under the Purchase Order, the Surety after receipt of written notice of the default from the Obligee shall promptly, but in no event later than seven (7) days after receipt of the Obligee's notice of default, remedy the default or notify the Obligee in writing of its election that the Surety shall immediately proceed so as not to delay the timely completion of the Project in one of the following methods to remedy the default:

3.1 COMPLETE PURCHASE ORDER. Complete the Purchase Order in accordance with its terms and conditions. If the Surety elects to timely and without delay to the Project complete the Purchase Order, the Surety shall arrange for completion of the Purchase Order by a qualified and competent entity acceptable to the Obligee, in its sole discretion, that satisfies all the requirements of the Purchase Order. If the Surety elects to complete the Purchase Order, it shall be responsible for all costs to complete, and the Obligee shall make payments of the balance of the Purchase Order price, as defined in paragraph 3.3 below, to the Surety as and to the extent the Surety incurs such costs to complete the Purchase Order. In no event shall the Surety's liability for the cost to complete the Purchase Order exceed the penal sum of this bond; or

3.3 PAY OBLIGEE. Pay the Obligee the cost incurred and to be incurred for completion of the Purchase Order. If the Surety elects to pay the Obligee for completion of the Purchase Order, the Surety shall pay the Obligee the cost incurred and to be incurred for completion of the Purchase Order within ten (10) days after the Obligee presents an invoice to the Surety covering the cost of completion, to the extent such cost incurred exceeds the balance of the Purchase Order price, as defined in paragraph 4 below. The cost incurred and to be incurred for completion of the Purchase Order includes the responsibilities of the Principal for the entire cost as defined in the Purchase Order including, but not limited to, costs relating to the correction of defective work, the Obligee's administrative, legal and design professional costs resulting directly from the Principal's default and liquidated and actual damages resulting from the Principal's default. In no event shall the Surety's liability for the cost incurred and to be incurred for the completion of the Purchase Order exceed the penal sum of this bond.

4. BALANCE OF THE PURCHASE ORDER PRICE. The term "balance of the Purchase Order price" as used in this bond shall mean the total amount payable by the Obligee to the Principal under the Purchase Order and any amendments to it, to the extent Obligee has received payment of such amount from the Owner, less the amount properly paid by the Obligee to the Principal under the Purchase Order and less all damages and other amounts owed by the Principal to the Obligee under the Purchase Order.

5. NOTICE. All notices hereunder shall refer to the bond number set forth on the face of this bond and shall be sent via certified mail, return receipt requested, or overnight delivery service with proof of delivery, to the following addresses:

Principal: _____
_____
_____
_____

Surety: _____
_____
_____
_____

Obligee: _____
_____
_____
_____

6. RIGHT OF ACTION. No right of action shall accrue on this bond to or for the use of any person or entity other than the Obligee named herein, its heirs, executors, administrators, assigns or successors.

7. ATTORNEY'S FEES AND COSTS. Notwithstanding Paragraph 1 above, in the event Obligee brings legal action to enforce Surety's obligations under this bond, the prevailing party in such action shall be entitled to recover its attorney's fees together with the costs of suit.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto caused this bond to be duly signed and sealed this day of , 20 .

[PRINCIPAL]

_____

[NAME/TITLE]:

[SURETY]

_____

[NAME], Attorney-in-Fact

Purchase Order No.: **xxx-xxxx**
P.O. Date: **xx/xx/xx**

SELLER LABOR AND MATERIAL PAYMENT BOND

BOND NO.

KNOW ALL PERSONS BY THESE PRESENTS; that
SELLER
Address

as Principal (the "Seller"), and
SURETY (or sureties)
Address

as Surety, are held and firmly bound unto BUYER, as Obligee (hereinafter "Obligee"), in the penal sum XXXX and 00/100 Dollars ($XXX.00), for the payment whereof Principal and Surety bind themselves for the performance of the Purchase Order (as defined herein below), their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically increase in the amount of additive change order(s) to the Purchase Order up to an aggregate of twenty percent change in the Purchase Order amount.
WHEREAS, Principal as "Seller" has by written agreement dated 10/01/2025 entered into a Purchase Order agreement with Obligee for Work, which agreement is by reference made a part hereof as if fully set forth herein, and is hereinafter referred to as the "Purchase Order."
NOW, THEREFORE, the parties agree that if the Principal shall promptly make payment to all Claimants as defined in this bond, for all labor, material and equipment used or reasonably required to be used in the performance of the Purchase Order, then this bond shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. TIME FOR CLAIM. The Principal and Surety hereby jointly and severally agree with the Obligee that every Claimant who has not been paid in full before the expiration of a valid claim in accordance with the contract between the project owner ("Owner") and Obligee and/or law governing the location of the project, may have a right of action on this bond. The Obligee shall not be liable for the payment of any costs or expenses including attorneys' fees in connection with any such right of action.

2. RIGHT OF ACTION. No suit or action shall be commenced on this bond by any Claimant:

2.1 After the expiration of any valid claim per the contract between the Owner and Obligee and/ or law governing the location of the project.

2.2 Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

3. CLAIMANT. A Claimant is defined as an individual or entity that furnishes labor, materials or equipment for use in the performance of the Purchase Order or any individual or entity having valid lien rights which may be asserted in the jurisdiction where the project is located. The intent of this bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, internet service and rental equipment used in the Purchase Order, architectural and engineering services required for performance of the work of the Principal, and all other items for which a lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

4. NOTICE. All notices hereunder shall refer to the bond number set forth on the face of this bond and shall be sent via certified mail, return receipt requested, or overnight delivery service with proof of delivery to the following addresses:

Principal: _____

_____

_____

_____

Surely: _____
_____
_____
_____

Obligee: _____
_____
_____
_____

5. ALTERATION NOTICE WAIVER. The Surety hereby waives notice of any change, alteration or extension of the Purchase Order, including but not limited to an increase of the Purchase Order amount and / or time, made by the Obligee.

IN WITNESS WHEREOF, the Seller and the Surety have hereunto caused this bond to be duly signed and sealed this day of , 20 .

[PRINCIPAL]

_____

[NAME/TITLE]:

[SURETY]

_____

[NAME], Attorney-in-Fact

Purchase Order No.: **xxx-xxxx**
P.O. Date: **xx/xx/xx**

DUAL OBLIGEE RIDER

To be attached to and form a part of the contract bond number _____

issued by the _____(Surety's Name)

on behalf of **SELLER.**

in the amount of **XXX and 00/100 Dollars ($XXX.00)**

and dated _____in favor of

BUYER in consideration of the sum of One Dollar ($1.00), and other good and valuable consideration receipt of which is hereby acknowledged, the Undersigned hereby agree as follows:

1. The Owner (**Owner)** is hereby added to said bond as an additional Obligee.
2. The Surety shall not be liable under this bond to the Obligee, or either of them unless the said Obligees, or either of them, shall make payments to the Principal strictly in accordance with the terms of the said contract as to payments, and shall perform all other obligations to be performed under said contract at the time and in the manner therein set forth.
3. Aggregate liability of Surety hereunder to Obligees is limited to the penal sum above stated and Surety, upon making payment hereunder, shall be subrogated to, and shall be entitled to an assignment of all rights of the payee with respect to the particular obligation discharged by the payment, either against Principal or against any other party liable to the payee on the discharged obligation.

Signed, Sealed and Dated this __day of _____, 20_____.

By _____ BUYER **By** _____ SELLER

By _____ OWNER **By** _____ (Attorney-in-Fact)

Surety Phone Number _____

By _____ (Attorney-in-Fact)

Surety Phone Number _____

All communication regarding this agreement shall reference Buyer's Purchase Order Number, shown above.