

Purchase Agreement

Aslan Construction, Inc.

640 E. Eisenhower, Ste. 2, Loveland, CO 80537 mail@aslanconstruction.com 970-593-9669 phone/970-593-6996 fax

| | | | |
|-------------------------|---|--------------------------|-----------------------------|
| Project: | [Project Name] | Purchase Order: | Year-Award-Number |
| Owner: | [Owner] [Address] [Address] | Tax Exempt No.: | [TBD] |
| Engineer: | [Engineer] [Address] [Address] | Pay-ap close: | [Per Specifications] |
| Billing Address: | Aslan Construction, Inc. 640 E. Eisenhower, Ste. 2 Loveland, CO 80537 | Delivery Address: | [Jobsite address] |
| Admin. Contact: | [Project Manager] (970) 593-9669 | Field Contact: | [Superintendent] [Phone] |

Scope of work:

Provide materials complete per drawings, soils report and specifications sections:

Inclusions:**Exclusions:****Amended:****Contract Amount:**

Attachments A & B are made a part of this contract

Buyer: Aslan Construction, Inc.

Seller: [Supplier]

Signed: _____

Signed: _____

Name: [Project Manager]

Name: _____

Title: Project Manager

Title: _____

Date: [Date]

Date: _____

Attachment A

[Project Name]

[Supplier]

PLANS AND SPECIFICATIONS

All materials, equipment, workmanship and service will be in accordance with Contract Documents as prepared by [Engineering Firm]. Performance under the Agreement must conform to applicable parts of the specifications, whether or not specifically referenced in the specification section used to define the scope of work. This includes, but is not limited to: Section [Spec Section] – General Conditions, [Spec Section] – Supplementary Conditions, Section [Spec Section] – Summary of Work and Section [Spec Section] – Submittals.

DELIVERY SCHEDULE

| Item | Provided By |
|---|------------------------|
| Product Submittals | Date |
| Warranty Proposal | Date |
| O&M Manuals | Date |
| Installation / Long Term Storage Instructions | Date |
| Startup proposal | Date |
| Built-in-Material Delivery | Date |
| Product Delivery | Date |
| Spare Parts | Date |
| On-Site Services | Date |
| Confirmation of Warranty | Date |
| Final Lien Release | Prior to final payment |

Aslan Construction, Inc., Inc. may request weekly verification of the above schedule for critical deliveries, or if there have been delays. Verification shall be provided either by fax (970-593-6996) or email ([mail]@aslanconstruction.com). If delay in the above schedule is experienced, the supplier shall give written notice with explanation to Aslan Construction, Inc. within three days of the date delay is identified.

PRODUCT SUBMITTALS

Submittals shall be furnished with [Per Spec] copies by the date indicated above. After review by the Engineer, 1 copy will be returned to the Supplier. Submittals shall conform to the requirements of specification section [Spec Section] – Submittals.

Any deviations from the contract specification must be noted on the submittal cover page, including an explanation of the reason for the variance. Submittal approval does not constitute acceptance of variations to the specifications unless specifically acknowledged and accepted by the Engineer and Aslan Construction, Inc., Inc.

The delivery schedule is based on submittals being satisfactory to receive a review action of “approved” or “approved as noted” on **first** review by the Engineer, which constitutes a release for production (delivery schedule to be confirmed with Aslan Construction, Inc. at that time). In

the event that initial submittals are rejected or submitted late, the Supplier shall, at their own cost, **accelerate the fabrication** schedule to maintain delivery commitments in the contract.

In the event that resubmittal is required, a summary sheet shall be provided describing how each comment by the Engineer has been addressed. Any comments which are unclear to the supplier should be clarified through the Contractor prior to resubmittal.

WARRANTY

Refer to Attachment "B" and specifications. Suppliers are bound by the requirements of section [Spec Section], as well as any requirements specific to the scope of supply under this contract. A warranty submittal shall be provided in accordance with the above schedule, and shall include terms of warranty such that they are in compliance with the General Contract. The submittal shall include instructions for pursuing warranty correction, warranty contact information (with phone number, fax number, shipping address and mailing address), and confirmation of warranty period, which shall begin upon recognition of substantial completion of the work by the Owner. Confirmation of warranty shall be provided within two weeks of substantial completion listing the warranty expiration date.

O&M MANUALS

Submit [Per Spec] hard copies and one electronic copies of O&M Manuals to Aslan Construction, Inc., Inc. in accordance with above schedule (not to exceed 30 days after submittal approval). O&M manuals shall meet the requirements described above for submittals, and shall comply with the requirements of specification section [Spec Section].

INSTALLATION/LONG TERM STORAGE INSTRUCTIONS

A separate submittal shall be provided in accordance with the above schedule (not to exceed 30 days after submittal approval) which details product installation instructions, and describes all special storage considerations which should be followed prior to equipment being put into service.

STARTUP PROPOSAL

Services shall be provided as required by the specifications. A proposal shall be submitted in accordance with the above schedule (not to exceed 30 days after submittal approval), which describes all activities that will occur during the on-site visit, including the estimated duration for each activity. The proposal shall describe in detail all accommodations that must be made before and during the visit, and what construction must be complete to allow services to occur. Where training is required, a training outline and schedule shall be included.

BUILT-IN-MATERIAL DELIVERY

All built-in-material, such as anchor bolts and other items that must be included with construction prior to equipment delivery, shall be provided in accordance with the above schedule.

PRODUCT DELIVERY

Immediately following submittal approval, Suppliers shall contact Aslan Construction, Inc., Inc. to confirm delivery schedule. Aslan Construction, Inc., Inc. may at the time, at its sole discretion, postpone delivery from the schedule noted above.

Deliveries must be made between 7:00 am and 3:00 pm Monday through Thursday, or between 7:00 am and 11:30 pm on Friday, and notice of delivery should be given to Aslan Construction, Inc., Inc. two days in advance.

SPARE PARTS

Spare parts shall be supplied in accordance with the above schedule, and packaged separately from other material supplied under the contract. The packaging shall be clearly labeled as "Spare parts" and shall indicate the specification section describing the material.

ON-SITE SERVICES

On-site services shall be scheduled by Aslan Construction, Inc. with two weeks notice. Supplier may be responsible for multiple visits if service requirements are not consistent with the approved startup proposal (as described above).

Manufacturer's representative shall meet with Aslan Construction, Inc., the Engineer, and the Owner prior to beginning on-site services. Services shall be documented by the manufacturer's representative during the visit on forms provided by Aslan Construction, Inc., or on manufacturer's standard forms if acceptable to Aslan Construction, Inc. Included in the documentation shall be a description of any problems identified, and a plan for addressing the difficulties.

FINAL LIEN RELEASE

Final lien release shall be executed and returned within five days of receipt of final payment.

COATINGS/PAINTING

Refer to [Division 9] of the Contract Specification for surface preparation and coating requirements. When only shop prime coatings are being provided, they shall be coordinated with the contractor for compatibility with additional coatings. Special care is to be used in loading and shipment to minimize damage to the paint system.

PAYMENT

Supplier invoices received by the [Per Specification] of the month will be submitted to the Owner for payment for material received by Aslan Construction, Inc., Inc. in satisfactory condition. Payment to the Supplier will be made upon receipt of the Owner's payment to Aslan Construction, Inc. minus a 10% retainage. The remaining ten percent will be due after successful startup of equipment and acceptance by the Owner, and after all other contract requirements are complete.

CHANGE ORDERS

Suppliers must submit written request for change order within five days of when change order issue is identified. The request shall include explanation of what the current contract requires, and what conditions have changed to require work not under contract.

COMMUNICATION WITH THE ENGINEER

Suppliers are encouraged to communicate with the Engineer on an informal basis to aid in understanding or solving problems. No agreements or understanding shall be considered to modify or clarify the contract unless agreed to in writing through Aslan Construction, Inc. Aslan Construction, Inc. may instruct that direct communication with the Engineer (as related to this contract) be discontinued at any time.

Attachment B

Aslan Construction, Inc.

640 E. Eisenhower, Ste. 2, Loveland, CO 80537 mail@aslanconstruction.com 970-593-9669 phone/970-593-6996 fax

Purchase Order Terms and Conditions

1. Supplier agrees to abide by all applicable terms and conditions of the General Contract between the Owner and the Prime Contractor for the project, and warrants that the material covered by this agreement conforms to the requirements thereof.
2. The Seller agrees to indemnify and save harmless the Buyer and the Owner of said building against all damages which they or either of them may sustain by reason of anything to be supplied hereunder being covered by a patent not owned by the Seller and at the expense of the Seller to defend any action brought against the Buyer and/or the Owner founded upon the claim that any such thing or any part thereof, infringes any such patent.
3. Seller warrants that he has title to all goods sold herein and that they are free from any charge or encumbrance in favor of any third person.
4. Seller represents that he knows the particular purpose for which the goods are required and warrants that the goods shall be reasonably fit for such purposes and shall be of merchantable quality.
5. The Seller shall furnish, for the approval of the Engineer and Prime Contractor, all shop drawings and such samples as he may require and all workmanship and materials entering herein shall be in strict accordance with said approved samples or approved submittal. No variance from the specifications is approved unless specifically noted on a separate cover letter to the submittal and acknowledged by the Engineer and Prime Contractor.
6. The Seller shall exercise the utmost diligence to obtain the drawings and information necessary to prepare shop drawings and/or materials herein contemplated, and if at any time drawings or information have not been furnished or approved, the Seller shall, from time to time and at frequent intervals, inform the Buyer in writing as to what drawings or information may still be required to complete delivery within the time specified in attachment "A".
7. All purchases to be FOB jobsite or our warehouse. The risk of loss shall pass to Buyer only after Buyer takes actual delivery of the goods. Delivery to carrier, agent, or their intermediate party shall not be actual delivery to Purchaser.
8. Materials received on this Purchase Order which does not conform with the specifications and drawings are subject to return to the Seller at the Seller's risk and expense.
9. The right to cancel this order is reserved if the material is not shipped at the time promised.
10. The Seller agrees that if the Seller shall delay the material progress of the work so as to cause any damage for which the Buyer shall become liable, the Seller shall become responsible for any such damage.
11. Labor and material releases to be furnished with invoice for all items on Purchase Order on approved form prior to payment.

12. 10% of the purchase price to be withheld until acceptance by owner or his representative.
13. Receipt of payment by Buyer is an express condition precedent to payment to the Seller. Under no circumstances should Seller expect payment until Buyer has received payment from the Owner or other party responsible for disbursements to it. Furnishing of certificates of compliance, warranties, guarantees, operating instructions or other data required by the terms and conditions of the General Contract shall be a condition precedent to payment. Supplier shall furnish all necessary lien waivers, affidavits or other necessary documents required to assure the prevention of liens, as a condition of payment hereunder.
14. It is mutually agreed between the parties hereto that no certificate given or payment made under this contract shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment shall be construed to be an acceptance of defective work or improper materials.
15. The Seller shall not sublet or assign this contract or any portion hereof without the written consent of the Buyer. Any assignment shall be void.
16. Advise carrier delivering material to jobsite to provide own means of unloading and to advise this office 24 hours in advance of intended delivery.
17. If this order is not returned within ten (10) days, this order becomes a binding and legal document.
18. If Buyer's involvement in the Project is terminated or the portion of work covering this contract is substantially altered for any reason, Purchaser may terminate this Purchase Order for convenience and without penalty or other charges.
19. All work and materials furnished hereunder shall comply, in ever respect, within all federal and state laws and municipal codes.
20. Any action arising out of this Purchase Order shall take place in Arapahoe County, Colorado under Colorado law.
21. Acceptance of this Purchase Order is deemed to be acceptance of the terms and conditions set forth above and any conflicting terms from Supplier shall be deemed null in accordance with C.R.S. 4-2-207. No agreement or other understanding in any way modifying the conditions of this contract will be binding upon Buyer unless made in writing and signed by its authorized representative.
22. The Supplier warrants and guarantees for the term detailed in the Specifications and Drawings or for the period provided by law, whichever is greater, the materials covered by this Purchase Order; and agrees to make good at Supplier's expense any defect in such materials which may occur prior to the Purchaser's release from responsibility therefore.