

## Credit & Account Purchase Order Agreement Terms and Conditions

1. Any and all purchases issued under account or credit agreement with Griffin Contracting Inc. shall be subject to these terms and conditions
2. Acknowledge within 5 days confirming price and delivery. Mail acknowledgements to 122 Pipemakers Circle, suite 207, Pooler GA 31322.
3. Shipment or release will constitute your acceptance thereof.
4. Materials will be received subject to inspection. Materials that do not conform to specifications and drawings must be replaced at the expense of the vendor/subcontractor, including but not limited to all transportation charges.
5. Materials must be packed in such manner as to permit securing the lowest transportation rates.
6. Safety Data Sheets shall accompany all deliveries.
7. This order or any part thereof is subject to cancellation by the buyer without charge, should the vendor/subcontractor fail to conform with the specified deliveries.
8. Buyer shall not be charged restocking fees.
9. This order must not be filled at a higher price than that last charged or quoted without securing or written approval.
10. Any change to this Purchase Order must be authorized by the buyer in writing.
11. Our Purchase Order shall appear on all packing slips, bills of lading and invoices.
12. Vendor/subcontractor guarantees that materials or supplies specified herein and their sale or use, alone or in combination, will not infringe any United States or Foreign Patents and agrees to indemnify the buyer against all judgements, decrees, cost and expenses resulting from any such infringements.
13. Vendor/subcontractor warrants by acceptance, shipment or release that equipment and supplies furnished under this contract meet all applicable standards of the Williams-Steiger Safety Act, the Construction Safety Act and all Federal, State and local specifications including DOT, FAA or any other public agency where the supplies/ material is utilized / installed according to the job location.
14. Insurance Indemnification. By acceptance of this Purchase Order the vendor/subcontractor hereby agrees to maintain liability insurance in accordance with the contract requirements and to furnish upon acceptance of this purchase order a certificate of insurance certifying such coverage and certifying that the required liability insurance includes contractual coverage for the following Indemnity Agreement. The vendor/subcontractor hereby agrees to indemnify defend and hold harmless Griffin Contracting, Inc. of and from any and all claims, demands, caused of action, costs, damages and expenses of whatever nature (hereafter "claims") which might be made or asserted by of or in any way pertaining to vendor/subcontractor performance of the work covered by this contract, including claims arising from any act or omission of the vendor/subcontractor, and/or any act of omission of Griffin Contracting, Inc. and/or any act or omission of any subcontractor connected with the work, and/or any act or omission of the owner or general contractor and including claims arising from any failure of the vendor/subcontractor to comply with the terms of this agreement, including attorneys fees, cost and any other expenses uncured by Griffin Contracting, Inc. as a result of any claim, it is further agreed that \$25.00 or 1% of the total price (s) stated, whichever is greater, and which is included therein, shall constitute the specific consideration for the indemnity provided under this section.
15. Vendor/subcontractor warrants that it is an equal opportunity employer, and affirms that all applicable State and Federal laws and executive orders including the Civil Rights Act of 1964, have been complied with in the manufacture of the Sellers products which are covered by this instrument.
16. Vendors offering a discount must submit invoices to be paid by the tenth of the following month no later than the 25<sup>th</sup> of the current month.
17. All job related invoices shall be paid on the check run following the receipt of funds from owner for the period invoiced. Any modifications to this agreement must be obtained in writing prior to acceptance from buyers authorized agent.
18. These Terms and conditions are subject to change without notice