

	Division/Discipline:	General Administrative	Doc ID	F-134
	<h1>Terms and Conditions: Purchase Order</h1>		Issue Date	2018-04-28
			Rev No.	1
			Reference Doc.	
			Related Doc.	
			Producer	RAH
www.steelcon.co www.hodge.co		Approved		

Terms and Conditions of Purchase Order (Contract)

1. **Definitions.** "Purchaser", "Owner", or "Buyer" is one or more of the Hodge Companies purchasing the service or goods, simply referred to as "Hodge" (Amron LLC, Hodge Construction LLC, SH Design LLC, Steelcon LLC). The Party providing services to Hodge is the "Seller". The terms "Purchase Order", "PO", "Contract", and "Agreement" shall have the same meaning in these Terms and Conditions. "Party" or "Parties" shall collectively refer to Buyer and Seller. "Representative" shall refer to the authorized individual(s) allocated with binding decision making responsibility for their respective Party.
2. **Delivery.** All services and product are FOB New Waterford unless noted otherwise. Seller shall use commercially reasonable efforts to meet the agreed upon delivery dates set forth in the PO. Title and risk of loss to the goods purchased will pass from Seller to Buyer upon delivery or as mutually agreed to in writing by both Parties. All items will be packaged according to good commercial practice sufficient to prevent damage. Shipped items if not distinguishable, should be marked accordingly. Receiving hours: 6.00 AM -4.00 PM Monday-Friday, except for Federal Holidays. A minimum of 2 two business day advance notice is required for shipments other than Buyer's New Waterford Facility.
3. **Acceptance of Goods & Services.** MTR's shall be provided for all applicable AISC, ASME & AWS Construction Code related products. From the date of delivery of the goods, Buyer will have twenty-one (21) days ("Inspection Period") to evaluate the goods to determine whether they substantially conform to the Contract and any specifications provided from Buyer to Seller as part of this Contract. Within the Inspection Period, Buyer shall provide written notice of Defects to Seller. In the event Buyer does not provide Seller a notice of defects, Buyer shall be deemed to have accepted the goods. In the event delivered goods contain a defect, the warranty obligations set forth shall be complied with. Buyer's acceptance of the goods, or deemed acceptance thereof, shall not relieve Seller of its warranty obligations.
4. **Returned Goods.** Products or goods returned due to an error made by Seller will be credited to Buyer at the invoice price. Products or goods returned to Seller due to error by Buyer may incur a restocking fee as reasonably determined by Seller. All products and goods authorized for return by Seller must be in as good condition as delivered to Buyer by Seller.
5. **Invoice Discrepancy.** Should Buyer dispute the accuracy of an invoice (with cause), Buyer may withhold payment of the disputed amount without penalty or interest, and will promptly notify Seller specifying the reasons therefore. Seller shall continue to be obligated to perform its work, services, and other obligations under this PO, pending resolution of any dispute. If it is found payment was withheld without just cause, Buyer shall immediately make deficient payment, along with 1% interest, per month, on withheld amount, from commencement of the withholding.
6. **Warranty:** Seller warrants workmanship for a period of 24 months unless noted otherwise, or industry standard for said work, whichever is less. Seller will facilitate manufacturer warranties with Buyer at no cost to Buyer. Seller agrees that all goods and services provided, if applicable, will be free of liens and judgements.
7. **Consequential Damages.** Seller shall not be liable for any direct, consequential, or liquidated damages that Buyer may suffer by Seller's delay in performance of this Contract caused by strikes, natural disasters, inability to obtain material, and items or causes that are reasonably beyond Seller's control.
8. **Termination.** If Buyer delays scheduled Contract work in excess of 60 days, with no fault of Seller, Seller can negate contract and Buyer shall pay Seller for costs incurred and reasonable profit. Cancellation of this Purchase Order by Buyer shall entitle Seller to costs incurred to date, with anticipated and reasonable profit for original Purchase Order amount.
9. **Change Orders (CO's).** It is the responsibility of Buyer to transmit in writing to Seller's Representative any change order(s) (CO's) that are in addition or deduction to Purchase Order that affects price, schedule, or construction technique. CO's may affect job scheduling by approximate amount of increased/decreased labor, material, and sub-contractor procurement. No CO will begin until proper approval(s) from Buyer are documented. Time and Material CO's will follow the same rate sheet and markup used to generate original Purchase Order (if occurs within the same calendar year). Typically, original markup amount will remain with CO's that reduce Contract amount.
10. **Payment Terms.** Unless noted otherwise, payment terms shall be net 30 on Monthly progress up to 90% of contract. Remaining 10% shall be paid within 60 days of completion of contract. Material Purchase Orders shall be paid in full, net 30 from invoice. Deficient payment from Buyer can incur interest at 1% per month from seller. All invoices must have the respective Purchase Order number clearly denoted. Invoices should be emailed to respective Buyer Company, either invoices@hodge.co or invoices@steelcon.co
11. **Licensing-Insurance.** Seller agrees to maintain required license(s), insurance limits, and workers compensation coverage for duration of project. Seller will provide "Additionally Insured" certificate to Buyer on request, at no charge.

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12. **Indemnification.** Seller agrees to hold harmless and indemnify Buyer, its employees, and agents from all claims, suits, damages and losses to person or property, caused by Seller’s negligence. Buyer agrees to hold harmless and indemnify Seller, its employees, and agents from all claims, suits, damages and losses to person or property, caused by Buyer’s negligence.
13. **Confidential Information.** Both Parties shall keep confidential all information, drawings, specification, or data furnished by the disclosing Party, or prepared by the disclosing Party directly in connection with the performance of this PO, and shall not divulge or use such information, drawings, specifications or data for the benefit of any other Party. The receiving Party shall not use, either directly or indirectly, any such data or any information derived therefrom for any purpose other than to perform this Contract without obtaining the disclosing Party’s written consent. The receiving party shall return all information, drawings, specification or data of the disclosing party upon termination of this Contract or upon the disclosing Party’s demand. The provisions of this Section shall not apply to information which (i) is or becomes generally available to the public through no act or fault of the receiving party; (ii) is already in the possession of the receiving party prior to disclosure by the disclosing party and was not received from the disclosing party; (iii) is rightfully received from a third party who did not receive the same from the disclosing party; or (iv) is required by law or governmental agency to be disclosed, after the receiving party notifies the disclosing party of the disclosure requirements and affords the disclosing party an opportunity to object to and minimize such disclosure.
14. **Conflict of Interest.** It is agreed that neither Party’s employees nor agents will receive from the other Party’s employees or agents, any gifts, commission, fee, or rebate that is addition to the Contract terms, or without consent of both Parties. In addition, neither Party, nor either Parties employees or agents, will enter into any business arrangement with the other Party’s employees or agents who are not acting as the Party’s Representative, and without written agreement by both Parties.
15. **Severable.** This Purchase Order shall be governed and construed by applicable Ohio State Law. In the event a provision of this Purchase Order is deemed unenforceable, such unenforceability shall not affect enforceability of remaining provisions.
16. **Modification.** This Purchase Order can only be modified if agreed in writing by both Parties.
17. **Assignable.** This Purchase Order is not assignable by either Party without consent of both Parties.
18. **Electronic Copy.** The Parties specifically agree that an electronically-maintained, original, signed copy of this Contract and any amendments thereto (“Electronic Copy”) may be utilized for any and all purposes that an original, signed hard copy of this Contract could be utilized.
19. **Dispute.** Any dispute arising out of this Purchase Order shall be settled by arbitration, in accordance with a procedure to be agreed upon by the disputing Parties, provided the discovery as provided for under the Ohio Rules of Civil Procedure shall be available to all parties to the arbitration. This agreement to arbitrate shall be specifically enforceable and the arbitration award shall be final and judgment may be entered upon it in any court having jurisdiction over the subject matter of dispute. If arbitration terms cannot be agreed on, the American Arbitration Association shall be commissioned to resolve differences to advance the arbitration process. **Along with the arbitration decision, the Party determined at fault shall also pay reasonable costs associated with the prevailing Parties litigation expenses.**
20. **Acceptance of Parties.** This Purchase Order supersedes all prior understandings, negotiations, arrangements, or expectations, unless expressly incorporated within this Purchase Order.

Rev	Date	Remarks	Initiated By:	Approval By:
1	2018-05-17	19. update	KC	RAH