

No.

PURCHASE ORDER
WILLIAM H. LANE INCORPORATED

113 COURT STREET, BINGHAMTON, NY 13901 USA

Phone: 607-775-0600 Fax: 607-775-3133

Vendor:

Ship To:

#

PROJECT NAME	DATE ORDERED	PROJECT NO.	TERMS OF PAYMENT SEE ATTACHED CONDITIONS
OWNER	PRIME CONTRACTOR		
SHIP VIA:	TRANSPORTATION CHRGs:	TRANSPORTATION :	DELIVERY REQUIRED:
TAX STATUS			

DESCRIPTION

Item	Material	Description	UM	Units	Unit Cost	Total
1						
Subtotal						
Total						

ACCEPTANCE

PLEASE SIGN AND RETURN WITHIN 7 DAYS HEREOF

Original Order

Terms and Conditions attached to this Purchase Order are are incorporated herein by this reference

WILLIAM H. LANE INCORPORATED

Unless Extended by WILLIAM H. LANE INCORPORATED, this Purchase Order must be accepted within seven days from the date hereof.

ACCEPTED ON

Vendor

AUTHORIZED SIGNATURE

PURCHASE ORDER No.

WILLIAM H. LANE INCORPORATED

113 COURT STREET, BINGHAMTON, NY 13901 USA

Phone: 607-775-0600 Fax: 607-775-3133

Terms and Conditions

1. ACCEPTANCE: This Purchase Order constitutes an offer by William H. Lane Incorporated ("Lane") to the supplier listed on the attached Purchase Order ("Supplier"), on the terms and conditions stated herein and shall not be binding upon Lane until acceptance thereof by Supplier, either by acknowledgement or performance. Acceptance of this offer is expressly limited to the terms and conditions hereof, no deviations therefrom shall be acceptable to Lane, and in the event of an inconsistency between the terms of this order and any purported acceptance thereof by Supplier, the terms of this order shall prevail. Any additional or different terms contained in Supplier's acceptance are hereby objected to by Lane without any further notice of objection unless Lane assents to such additional or different terms in writing. No action or inaction by Lane, such as receipt or use of the goods purchased, shall constitute an assent to terms other than the terms herein.

2. CANCELLATION: Lane shall have the right to cancel this Purchase Order, in whole or in part, without charge or expense if: (a) the Owner or Architect does not approve of the Supplier as a qualified supplier, materialmen, or subcontractor or of Supplier's submittals drawings, submittal data, materials or equipment, or (b) Supplier breaches or fails to observe strictly any of the terms or conditions of the Purchase Order, including without limitation the obligations to ship and deliver materials or equipment as directed by Lane. Lane further reserves the right to cancel this order in whole or in part at any time, for any other reason, in which case Lane's sole liability shall be for the payment of a reasonable amount for services performed, goods accepted or goods in the process of manufacture prior to cancellation. Any goods paid for shall become Lane's property. If any good ordered is a standard product not made to order, this or the applicable portion thereof is subject to cancellation by notice from Lane prior to shipment in which event Lane shall have no liability to Supplier whatsoever.

3. COMPLIANCE WITH CONTRACT DOCUMENTS: The Contract Documents for the project specified are incorporated herein by reference. The Contract Documents include this Purchase Order, all addenda attached hereto, the Prime Contract between the Owner and Lane or Prime Contractor as applicable, together with all changes, additions and modifications thereof and any contract between Lane and the Prime Contractor, if applicable. The Prime Contract includes, but is not limited to, the agreement between Lane or the Prime Contractor and Owner, all addenda, modifications, revisions, plans, drawings, specifications, details, all general, technical, supplementary, and special terms and conditions, any invitation for bids or information for bidders, if any, to the extent applicable, and all other documents listed in or referred to by the Prime Contract. Materials and equipment furnished under this Purchase Order shall comply with and be manufactured in accordance with all applicable provisions of the Contract Documents and approved submittal drawings and data. No deviation from the Contract Documents shall be permitted except with the prior written approval of both Lane and the awarding authority.

4. SUBMITTAL DRAWINGS AND DATA: If indicated on this Purchase Order, Supplier shall furnish submittal drawings and data on purchased materials and equipment. Supplier shall furnish to Lane required copies of accurate submittal drawings and data on items purchased within three (3) weeks from the date of the purchase order. All proposed deviations from the Contract Documents referred to in Paragraph 3 shall be clearly shown on the submittal drawings and data and shall be fully described in their transmittal.

5. SHIPMENT AND SCHEDULE: Any Project that is referred to in this Purchase order is being constructed on the basis of a progress schedule. Time is of the essence of that progress schedule and of this Purchase Order. Necessary shop drawings and any required data and samples are to be submitted by the date indication on this Purchase Order or as directed by Lane to meet the progress schedule. Deliveries of the goods are to be made by the date or dates indication on this Purchase Order or as directed by Lane to meet the progress schedule. Lane's required deliveries, whether or not set forth on this Purchase Order, are subject to revision by Lane, at Lane's sole discretion, to meet the progress schedule with respect to all undelivered goods. Supplier acknowledges that Lane is bound by the Contract Documents to deliver certain goods and services within specific time periods, and Supplier further acknowledges and agrees that any delay by it can result in liability to Lane due to any delay in performance hereunder and further agree that the amount of such damages may be set off against the price hereunder, and in addition to any other remedy at law or equity.

6. WARRANTIES: Supplier warrants to Lane that all goods will (i) be free from all defects in workmanship and materials, (ii) conform to all statutory warranties imposed by law, (iii) be furnished in strict compliance with all applicable laws, regulations, and codes to which the good are subject, (iv) conform to all applicable requirements of the Contract Documents, (v) conform to all samples, specifications and other descriptions furnished by Supplier to Lane, and (vi) if of Supplier's design, be free from defects in design. The implied warranties of merchantability and fitness for a particular purpose may not be disclaimed by Supplier. Supplier agrees promptly to remedy any defects latent or patent not due to ordinary wear and tear or to improper use or maintenance, which may occur within one year from date of acceptance by Owner, or within the guarantee period set forth in the Contract Documents, whichever is longer. If any of the goods are found at any time to be defective or otherwise not in conformity with the requirements of this Purchase Order, Lane, in addition to any other rights which it may have under warranties or otherwise shall have the right to reject and return such goods, at Supplier's expense, and such goods shall not be replaced by Supplier without written authorization from Lane. This warranty survives, and defects are not waived by, Lane's acceptance of the goods, Lane's failure promptly to notify Supplier of any nonconformity, or any approval by any inspector or agent of Lane.

7. INDEMNIFICATION: To the fullest extent permitted by law, Supplier shall defend, indemnify and hold harmless Lane from and against all liability, expense, cost, damage, and loss of any kind, including attorney's fees and experts' and consultants' fees resulting from any claim, demand, libel, cause of action or damage for which Lane might become liable arising from or in connection with Supplier's performance hereunder. Supplier further agrees to indemnify and hold harmless Lane for all damages suffered by Lane as a result of Supplier's failure to comply with the Occupational Safety and Health Act of 1970 and/or the Fair Labor Standards Act and the standards issued thereunder and for failure of the items furnished under this order to so comply. The Supplier shall also defend any suit, claim or proceeding brought against Lane or Lane's users or customers so far as based on the claim that any goods or items or part thereof furnished pursuant to this Purchase Order constitutes and infringement of any patent of the United States or foreign patent and Supplier shall indemnify and hold Lane, its users and its customers harmless from all loss and damage, including attorney's fees, by reason of such suit, claim or proceeding.

8. PURCHASE PRICE: Unless otherwise expressly provided in the Purchase Order, the purchase price is payable in United States' currency and includes all sales, use, occupation, license excise and other taxes with respect to the purchase and delivery of goods identified on this Purchase Order. Unless otherwise agreed in writing, Lane will not be responsible for any shipping, boxing, crating, or storage charges or expenses. The purchase price is firm and includes, where applicable, all Supplier's engineering and preparation and submittal of such shop drawings, material lists, samples, color charts, and details as may be required by Lane or under the Contract Documents. Supplier shall execute and furnish all necessary lien waivers, affidavits, or other documents required to keep the Owner's premises free from liens or claims of liens arising hereunder. Any discount period shall be calculated from the date an acceptable invoice is received by Lane. Lane shall be entitled at all times to set off against the purchase price any monies owing to Lane from Supplier or any of its affiliates. Supplier further warrants that the prices for the items sold to Lane under this order are not less favorable than those extended to any other customer for the same or like items and any reduction in price in any item covered by this order made subsequent to its receipt by Supplier shall be made applicable hereto.

9. TERMS OF PAYMENT: Payment of invoices shall be according to the terms as stated on this Purchase Order. Provided, however, that notwithstanding any provision contained in the Contract Documents, any payment to the Supplier is directly contingent upon the receipt by Lane of payment from the Owner or Prime Contractor, as applicable, for the material or equipment supplied. The payment period shall be calculated from the last day of the month in which invoice has been received. Lane shall be entitled to a service charge of twenty dollars on each collected freight bill. Invoices or requests for payment will not be honored unless the purchase order number is included on same. As a condition to payment by Lane, all invoices must carry a certificate that with respect to the production of the materials and equipment ordered hereunder, Supplier has fully complied with Section 12(a) of the Fair Labor Standards' Act of 1938, as amended, and all other applicable federal, state and municipal laws, rules and regulations.

PURCHASE ORDER

No. No.

WILLIAM H. LANE INCORPORATED

113 COURT STREET, BINGHAMTON, NY 13901 USA

Phone: 607-775-0600 Fax: 607-775-3133

Terms and Conditions

10. **INSPECTION:** Upon one day's prior notice to Supplier, Lane shall have the right at any time, during Supplier's business hours, to inspect, examine, test and take samples of all the goods wherever located. Any failure of Lane to exercise its right under this paragraph shall in no way impair Lane's right to inspect goods after delivery, to reject nonconforming goods, and to avail itself of any other remedies.

11. **DEFAULT REMEDIES:** If (i) Supplier fails to perform any of the terms and conditions to be performed by Supplier under this Purchase Order, (ii) Supplier dissolves or is dissolved, liquidates or is liquidated, (iii) a proceeding in bankruptcy, insolvency, receivership or assignment for the benefit of creditors is instituted by or against Supplier, or (iv) Supplier becomes involved in labor difficulties, which in Lane's opinion threaten Supplier's ability to perform in a timely manner, then Lane may, in its sole discretion, and without notice to Supplier, declare Supplier to be in default under this Purchase Order. Upon and after a default, Lane may, without notice to Supplier, (i) cancel in whole, or in part, this Purchase Order and any and all other orders then outstanding between Lane and Supplier, (ii) declare all sums owing under any other agreement, document or instrument between Lane and Supplier, whether now or hereafter existing, to be immediately due and payable, and (iii) exercise any and all other rights and remedies available to an aggrieved buyer under applicable law, including without limitation, the Uniform Commercial Code. If Supplier fails to make deliveries as required, or if the goods fail to conform, Lane shall have the rights to cancel any remaining parts of this Purchase Order and to purchase the goods elsewhere, and any excess cost of the same over the price provided in this Purchase Order shall be chargeable to and paid by the Supplier on demand. If any delay on the part of Supplier or arising because of nonconforming goods or because of Lane's obtaining the goods elsewhere cause loss, damage, or expense, including consequential or liquidated damages, to Lane, then Supplier shall indemnify Lane against such loss, damage, or expense and shall reimburse Lane for the same on demand. All reasonable attorney's fees, legal expenses and experts' and consultants' fees incurred by Lane in enforcing this Purchase Order shall be borne by Supplier.

12. **NONCONFORMING GOODS:** With respect to any items which do not conform to the Contract Documents and approved submittal drawings and data or the conditions of the Purchase Order, Lane may, in Lane's sole discretion: (a) hold such items for Supplier's instructions at Supplier's risk upon notification to Supplier; (b) return such items to Supplier at Supplier's expense; (c) require replacement of any such rejected goods without additional cost to Lane; or (d) retain and use the goods with an equitable reduction in purchase price. Such goods are not to be replaced without written authorization from Lane. Supplier shall pay the cost of inspection and testing of goods rejected for cause and all transportation, storage and other charges thereon. Payment for any item shall not be deemed an acceptance thereof. Exercise by Lane of its rights under this paragraph shall in no way prevent the exercise of such other rights as may be provided herein or by law.

13. **RISK OF LOSS:** Until final acceptance by Lane of all goods covered by this Purchase Order, Supplier shall assume all responsibility for any loss or damage to such goods, or to its supplies, equipment, materials, tools or appliances provided for use under this Purchase Order from any cause whatsoever, except damage or loss sustained as a result of a willful act of Lane.

14. **COMPLIANCE WITH LAW:** In accepting this order, Supplier represents that it has complied with and will continue during its performance hereunder to comply with all relative provisions of federal, state and local laws and regulations, including, but not limited to, the Fair Labor Standards Act. Supplier shall execute and deliver all documents as may be required to effect or evidence such compliance.

15. **GOVERNING LAW:** This Purchase Order shall be governed by the laws of the state of New York, Lane's principal place of business.

16. **SUCCESSORS AND ASSIGNS:** The terms and conditions of this Purchase Order shall be binding on Lane and Supplier, their respective successors and assigns. None of Supplier's rights or obligations under this Purchase Order may be assigned or

otherwise transferred without Lane's written consent. In the event of any transfer, hypothecation or assignment by Supplier, without Lane's consent, of the right to receive all or any part of the payments due or to become due hereunder, Lane may, at any time thereafter withhold any or all monies or payments due or to become due hereunder until final payment is due and all conditions precedent to such payment are satisfied. Lane may, at its option, set off any amounts otherwise due from Lane to Supplier under this Purchase Order against any delinquent amounts or liabilities which are due to Lane from Supplier.

17. **MODIFICATIONS & WAIVER:** This Purchase Order is intended by the parties as the final expression of their agreement and is also intended as a complete and exclusive statement of the terms of such agreement. No course of prior dealings between the parties, nor any trade usage shall be relevant to supplement or explain any term used herein. No alteration or modification of the provisions hereof, nor any waiver or renunciation of any right or claim accruing to Lane shall be binding unless it is in writing and signed by an authorized representative of Lane. No waiver of any performance required under this agreement shall be deemed a waiver of future compliance with all the terms hereunder.

18. **INSURANCE:** If Supplier or its employees or agents come onto Lane's premises or the job site in connection with this Purchase Order, Supplier agrees to carry (i) Comprehensive General Liability Insurance covering personal injuries (including death) in the amount of \$1,000,000 per occurrence, and covering property damage in the amount of \$1,000,000 per occurrence, and products liability in the amount of \$1,000,000, and (ii) Comprehensive Automobile Liability Insurance covering bodily injuries (including death) in the amount of \$1,000,000 per occurrence, and property damage in the amount of \$1,000,000 per occurrence. Supplier further agrees to provide and maintain Workers' Compensation Insurance and Employer's Liability Insurance including Broad Form All States Endorsement, Voluntary Compensation Endorsement, U.S. Longshoremen's and Harborworker's Compensation Act Endorsement, and Maritime Coverage, as required. Supplier shall submit written proof of such insurance to Lane prior to entrance on Lane's premises or the job site. Supplier shall furnish such bonds as are required by Lane. Supplier shall also carry any and all additional insurance coverage and limits required by the Contract Document or laws of the state in which the Project is situated.

19. **DISPUTES:** Lane may, at its sole option, elect to arbitrate any dispute, the value of which is less than \$5,000, arising out of or related to this Purchase Order or the breach thereof, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The locale for such arbitration shall be Binghamton, New York. The existence of a dispute between Lane and Supplier not including a material default by Lane in performance of a condition precedent to Supplier's performance shall not relieve Supplier of its obligation to perform under this Agreement. Disputes not arbitrated pursuant to this provision, shall be decided in accordance with the Disputes provisions of the Contract Documents. Notwithstanding the foregoing, Supplier agrees to participate in, join in and be bound by any proceedings, be they judicial, administrative, arbitration or other, which directly or indirectly relate to this Purchase Order or to the specified project and for which Lane demands by written notice that Supplier participate.

20. **INTERPRETATIONS:** Supplier acknowledges and agrees that it has read, understands, and has negotiated the terms of this Purchase Order. Therefore, this Purchase Order shall not be deemed to be the product of Lane and shall not be enforced or interpreted any more stringently or strictly against either Lane or Supplier.