

	Division/Discipline:	General Administrative	Doc ID	F-133
	<h1>Terms and Conditions: Sales Order</h1>		Issue Date	2018-04-28
			Rev No.	1
			Reference Doc.	
			Related Doc.	
			Producer	RAH
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Terms and Conditions of Sales Order (Contract)

- Definitions.** "Purchaser", "Owner", or "Buyer" shall refer to the Party that services, for consideration, are being provided to by the "Seller". "Seller" shall refer collectively to one or more of the Hodge Companies (Amron LLC, Hodge Construction LLC, SH Design LLC, Steelcon LLC), simply referred to as "Hodge". The terms "Sales Order", "Contract", and "Agreement" shall have the same meaning in these Terms and Conditions. "Party" or "Parties" shall collectively refer to Seller and Buyer. "Representative" shall refer to the authorized individual(s) allocated with binding decision making responsibility for their respective Party.
- 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 Sales Order. 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.
- Acceptance of Goods & Services.** 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 Seller to Buyer 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.
- 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.
- 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 Owner at no cost to Owner. Seller agrees that all goods and services provided, if applicable, will be free of liens and judgements.
- Consequential Damages.** Seller shall not be liable for any direct, consequential, or liquidated damages that Purchaser 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.
- Termination.** If Purchaser delays scheduled Contract work in excess of 60 days, with no fault of Seller, Seller can negate contract and Purchaser shall pay Seller for costs incurred and reasonable profit. Cancellation of this Sales Order by Purchaser shall entitle Seller to costs incurred to date, with anticipated and reasonable profit for original Sales Order amount.
- Change Orders (CO's).** It is the responsibility of the Purchaser to transmit in writing to Seller's Representative any change order(s) (CO's) that are in addition or deduction to Sales 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 Purchaser are documented. Time and Material CO's will follow the same rate sheet and markup used to generate original Sales Order (if occurs within the same calendar year). Typically, original Markup amount will remain with CO's that reduce Contract amount.
- Financial Obligations.** Reasonable doubt of Purchaser's ability to meet its financial obligation under this Agreement shall entitle Seller to halt product and services and exercise remedies granted to Seller under applicable law without liability to Seller, and until Purchaser can satisfy its financial obligation(s) to Seller.
- Payment Terms.** Unless noted otherwise in this Sales Order, on approved credit, payment terms shall be net 30 on Monthly progress billing. Purchasers without satisfactory credit determined by Seller may be required to pay in advance for services and or combination of percentage of contract at signing and alternate terms to limit exposure to Seller. Late payments for services due will likely result in scheduling delays until financial obligations rectified. Payment not received within Sales Order terms will be charged at 1.5% per month (18% annual percentage rate) or maximum allowable by law.
- Tax.** Sales Tax is not included unless specifically stated. Any sales tax incurred that Seller has to pay will be billed to Owner at cost and will become part of the Contract and shall be paid within payment terms by Purchaser. If applicable, it is the Purchaser's responsibility to provide a valid tax exemption certificate at the time of contract.
- Licensing-Insurance.** Seller agrees to maintain agreed license(s), general liability insurance, and workers compensation coverage for duration of project. Seller will provide "Additionally Insured" certificate to Purchaser on request, at no charge.

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13. **Indemnification.** Seller agrees to hold harmless and indemnify Purchaser, its employees, and agents from all claims, suits, damages and losses to person or property, caused by Seller’s negligence. Purchaser agrees to hold harmless and indemnify Seller, its employees, and agents from all claims, suits, damages and losses to person or property, caused by Purchaser’s negligence.
14. **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 Sales Order, 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.
15. **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.
16. **Stand Alone.** This Sales Order is independent of other Sales Orders with this Purchaser. Offsets for claims on other Sales Orders or Contracts against Seller with this Purchaser are not permitted against this Sales Order unless agreed on by Parties
17. **Severable.** This Sales Order shall be governed and construed by applicable Ohio State Law. In the event a provision of this Sales Order is deemed unenforceable, such unenforceability shall not affect enforceability of remaining provisions.
18. **Modification.** This Sales Order can only be modified if agreed in writing by both Parties.
19. **Assignable.** This Sales Order is not assignable by either Party without consent of both Parties
20. **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.
21. **Dispute.** Any dispute arising out of this Sales Order shall be settled by arbitration, in accordance with a procedure to be agreed to 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.**
22. **Acceptance of Parties.** This Sales Order supersedes all prior understandings, negotiations, arrangements, or expectations, unless expressly incorporated within this Sales Order.

Rev	Date	Remarks	Initiated By:	Approval By:
1	2018-05-17	21. update	KC	RAH