

SHORT FORM PURCHASE ORDER

Order No. _____

Name of Project _____

SELLER: _____ BUYER: _____

DELIVER TO: _____ DATE: _____

1. MATERIAL TO BE PROVIDED:

Description/ Item No.	Estimated Quantity	Unit Price	Extension*	Delivery Date

*Approximate Amount of Material Contract (Based on Estimated Quantity)

Ship to _____

Via _____ Mark _____

Deliver F.O.B. _____ With Freight Allowed to _____

Mail Invoices in Triplicate to _____

Terms _____

2. PAYMENT. The price specified shall include all taxes and duties of any kind levied by federal, state, municipal, or other governmental authority, which either party is required to pay with respect to the materials covered by this Agreement.

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If Owner or other responsible party delays in making any payment to Buyer from which payment to Seller is to be made, Buyer and its sureties shall have a reasonable time to make payment to Seller. "Reasonable time" shall be determined according to the relevant circumstances, but in no event shall be less than the time Buyer, its sureties and Seller require to pursue to conclusion their legal remedies against Owner or other responsible party to obtain payment, including (but not limited to) mechanics' lien remedies.

If the Seller asserts a claim which involves, in whole or in part, acts or omissions which are the responsibility of the Owner or another party, including but not limited to claims for failure to pay, an extension of time, delay damages, or extra work, Buyer will present the Seller's claim to the Owner or the responsible party. The Seller shall cooperate fully with the Buyer in all steps taken in connection with prosecuting such a claim and shall hold harmless and reimburse the Buyers for all expense, including legal expense, incurred by Buyer which arise out of Buyer's submission of Seller's claim to Owner or other responsible party. Seller shall be bound by any adjudication or award in any action or proceeding resolving such a claim.

3. LIABILITY AND INDEMNIFICATION. Seller assumes all risks in furnishing the material and work ordered hereunder. Seller shall be liable to Buyer and shall indemnify Buyer for any added costs, loss, damages, claims, expenses or royalties Buyer incurs as a result of, arising out of, or incurred in connection with the performance or nonperformance of this Agreement, including actual attorneys' and experts' or consultants' fees incurred in good faith, except when arising from Buyer's sole negligence or willful misconduct or from defects in design furnished by Buyer.

4. DELIVERY. Time is of the essence of this Agreement. Should delivery for any reason fail to be timely, Seller shall be liable for all damages suffered by Buyer as a result of such failure, including, without limitation, any liquidated damages under Buyer's Prime Contract. Failure to furnish materials within the scheduled time shall give Buyer the right to cancel any undelivered balance of this order without additional charge.

5. COMPLIANCE. Seller's performance shall in all ways strictly conform with all applicable laws, regulations, safety orders, labor agreements and working conditions to which it is subject, including, but not limited to, all state, federal and local non-discrimination in employment provisions, and all applicable provisions required by the Prime Contract and by Buyer's own internal safety program, and all local regulations and building codes. Seller shall execute and deliver all documents as may be required to effect or evidence compliance.

6. COMPLIANCE WITH LICENSE LAW. Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, California, 95826.

7. BONDS OR INSURANCE. Seller shall furnish one of the following to Buyer as required:

Supply Bond in an amount specified by Buyer (choose one)

The premium for the bond will be paid by Buyer

The premium for the bond is included in the price of this Agreement

Insurance in amount and type specified by Buyer; the specifications and policies are hereby incorporated by reference (choose one)

The premium for the insurance will be paid by Buyer

The cost of insurance is included in the price of this Agreement

8. TERMINATION. Buyer may terminate or suspend at its convenience all or any portion of this Agreement not shipped as of the date of termination or suspension of this Agreement. Seller shall receive payment for work actually performed. Seller shall not be entitled to any recovery on account of profit or unabsorbed overhead with respect to work not actually performed or on account of future work, as of the date of termination or suspension. No termination or suspension shall relieve Buyer or Seller of any of their obligations as to any material shipped prior to Seller's receipt of the termination or suspension order.

If Seller fails to perform any obligation under this Agreement, Buyer may terminate this order for default. In the event of a termination for default, Buyer may, in addition to all other rights and remedies, purchase substitute items or services elsewhere and hold Seller liable for any and all excess costs incurred, including attorneys' fees and experts' and consultants' fees actually incurred.

9. ATTORNEYS' FEES. In the event either party becomes involved in litigation or arbitration in which the services of an attorney or other expert are reasonably required arising out of this Agreement or its performance, or nonperformance, the prevailing party shall be fully compensated for the cost of its participation in such proceedings, including the cost incurred for attorneys' fees and experts' fees. Unless judgment goes by default, the attorneys' fee award shall not be computed in accordance with any court schedule but shall be such as to fully reimburse all attorneys' fees actually incurred in good faith. California law shall apply to all disputes arising out of this Agreement or its performance or nonperformance.

We acknowledge receipt of, and accept
Purchaser's order:

This order is hereby approved:

SELLER _____ BUYER _____

By _____ By _____

Title _____ Title _____

Date _____ Date _____

Contractor's License Number: _____ Contractor's License Number: _____

(If Required)

(If Required)

NOTE: Before execution, users should insure that this form meets their specific needs. Some construction material procurement agreements may require the use of specialized provisions not included in this form. This document has important legal consequences; users are encouraged to consult with an attorney with respect to its use or modification.