

## Purchase Order Terms and Conditions

In consideration of the payments to be made by EMM Electric, Inc., d/b/a Moran Electrical Contracting ("MEC") to the Sub-contractor/Supplier ("S/S") listed on this Purchase Order, the S/S agrees as follows:

1. To the fullest extent permitted by law, the S/S shall indemnify and hold harmless MEC, Owner, General Contractor, Architect, Architect's Consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the S/S's work under this subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of the S/S, the S/S's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, except for sole negligence of the indemnified parties. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
2. S/S shall be bound by the provisions, terms and conditions set forth in the (a) Standard Form of Agreement Between Contractor and Subcontractor, referred to as "the Subcontract Agreement" (where MEC is the Sub-contractor, (b) and the other contract documents for the project, which documents are collectively referred to as the "The Contract Documents," as though the S/S was the Sub-contractor under "The Contract Documents".
3. S/S agrees and assumes toward MEC and the General Contractor all the rights, duties and obligations that MEC owes to the General Contractor and that the General Contractor owes to the Owner with respect to the S/S's work under this Purchase Order and the S/S's portion of the work under the contract documents.
4. Attached to the Subcontract Agreement are the insurance requirements MEC must provide to the project. The S/S agrees to provide the same insurance requirements to the project including, but not limited to the same types of insurance and the same limits of insurance as MEC is required to provide pursuant to the insurance requirements. The S/S will not be allowed to commence any work at the project without providing MEC with all the required certificates of insurance. **In addition to these requirements a separate insurance certificate is required listing EMM Electric, Inc. dba as Moran Electrical Contracting as the certificate holder and as additional insured. MEC must be listed on a primary and non-contributory basis on all such insurance.**
5. If there is a dispute between the terms of this purchase order and the terms of the contract documents, the terms of the contract documents control.
6. Please put PO number on your invoice. **TERMS AND CONDITIONS ARE MADE A PART OF THIS PURCHASE ORDER.**
7. Purchase order price includes the complete scope and product as per the Contract documents.
8. Vendor acknowledges no additional charges or price escalations will be made to this purchase order except for scope and quantity changes.
9. For Subcontractors, invoices are due to MEC by the 15th of the month.
10. Certified payroll reports may be required for this project. MEC will provide information and due dates as needed. This includes Illinois Dept. of Labor certified payroll.
11. Payments: Please note that MEC has entered into a contract with the owner which spells out payment terms. We are submitting an AIA G702/G703 listing your firm as a supplier. We will pay your firm the next business day after we have received a progress payment. Please contact us if you have any questions regarding these payment terms. For Subcontractors, a 10% retainage will be withheld from each progress payment, per the contract documents.
12. Waivers: Please submit waivers for material and/or services per MEC request. Note that the project may require a waiver when submitting progress billing.

### AGREED AND ACCEPTED

EMM Electric, Inc.,  
d/b/a Moran Electrical Contracting

By Eileen Moran

By \_\_\_\_\_

Printed Name Eileen Moran

Printed Name \_\_\_\_\_

Title CFO

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_