



CORPORATE OFFICE

206 Gale Lane
Kennett Square, PA 19348
610-444-1000

LEHIGH VALLEY, PA

7584 Morris Court
Suite 230
Allentown, PA 18105
610-289-2420

NORTH CENTRAL, PA

39 Health Drive
Lock Haven, PA 17745
570-748-7515

DELAWARE

1050 Industrial Road
Suite 100
Middletown, DE 19709
302-376-0150

MARYLAND

3915 Benson Road
Baltimore, MD 21227
410-368-3981

VENDOR TERMS AND CONDITIONS

1. Purchaser and Seller are as referenced on face side hereof.
2. Seller hereby agrees to furnish the required materials/equipment when notified and in such manner that other parties working on this project will not be hindered or delayed by Seller. It is agreed that time, if not described by days or dates, is of the essence and that upon notification, Seller will proceed promptly. Seller acknowledges that it is aware of the required delivery date. Seller shall promptly prepare and provide all submittals required so as not to delay the work of the project. Seller shall be liable to Purchaser for liquidated or other damages assessed as a result of late performance of its obligations under this purchase order to the extent Purchaser is subject to liquidated or other damages on the project. If for any reason the project is delayed and Purchaser cannot accept delivery as scheduled, Purchaser shall not be liable to Seller for any costs or expenses or damages (including storage or restocking charges) which Seller may incur as a result of such delay.
3. Seller shall pay all applicable federal, state and local taxes.
4. No changes in quantity, quality or item shall be permitted unless agreed by subsequent purchase order.
5. Seller acknowledges that it is fully familiar with all relevant drawings and specifications associated with or in any way concerning the materials/equipment which is the subject of this purchase order. Seller warrants that all material/equipment delivered by it for the project shall be in full and complete conformity with all plans and specifications. Seller shall provide to Purchaser the same warranties which Purchaser is obligated to provide owner under the contract for the project.
6. Seller agrees not to file any mechanics' lien on the project and specifically waives any right which it may have to do so.
7. Seller shall pay for and obtain any and all permits and licenses, tests and inspections and shall comply with any and all federal, state and local laws and ordinances necessary for its performance.
8. Seller warrants and represents that unless otherwise noted and agreed, all material/equipment shall be new and free from defects and Seller shall have free and clear title and the right to deliver the same.
9. Cancellation. The Purchaser may cancel this order in whole or in part at any time for any cause and will reimburse the Seller for its reasonable, actual and necessary expenses.
10. Payment by Purchaser to Seller for materials/equipment delivered and approved by architect and/ or owner's representative will be made 60 days after and is preconditioned upon receipt of payment from owner for materials/equipment delivered.
11. In the event of Seller's failure to perform, and in order to prevent delay or hindrance to the work of other parties with an interest in this project, if after three days' written notice to cure, the Seller fails to comply, Purchaser shall have the right to, without prejudice to any other right or remedy: (a) furnish or secure elsewhere the necessary materials/equipment to remedy the situation at the expense of the Seller, or (b) declare Seller in default, terminate the purchase order and purchase Seller's incomplete portion of the work from others.



TRI-MGROUP.COM

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12. This purchase order shall not be assigned by Seller without Purchaser's express written approval.

13. Indemnification. Seller shall defend, indemnify and hold free and harmless Purchaser and all of its officers, agents and employees, from any claim, loss damage, liability or expense on account of damage to property or injuries, including death, to all persons including Purchaser's employees, or any other loss, cost or expense arising or in any manner growing out of the performance of any work or supplying any materials or equipment including warranty claims hereunder whether discovered before or after completion of the work, and Seller shall defend, at its own expense, and suits or any other proceedings brought against Purchaser, and its officers, agents or employees, on account thereof and shall pay all expenses and satisfy all judgments which may be incurred or rendered against Purchaser or any of them, in connection herewith. Seller shall defend all suits and claims whatsoever for infringement of any patent rights by reason of the sale or use of any device, design or apparatus furnished by Seller, and shall save Purchaser harmless from loss on account thereof.

14. The Purchaser shall have the right to retain, out of any payments due or to become due to the Seller on this or any other project, an amount sufficient to completely protect the Purchaser from any costs, expense or damage resulting from any lien, claim or other liability asserted against the Purchaser arising out of Seller's performance hereunder.

15. Hazardous Materials. Any materials required by the Order that are deemed hazardous will be packaged, marked and shipped by the Seller to comply with all federal, state and local regulations then in effect and will further comply with any special requirements as might be noted on the face of the purchase order.

16. Seller warrants that it and all materials/equipment provided hereunder shall at all times be in conformity with and comply with any and all federal, state and local health and safety regulations and requirements.

17. Purchaser makes no representations or warranties with respect to field conditions, distances or dimensions shown on plans. Seller is responsible for all field verification.

18. Seller shall provide a performance bond from a surety company acceptable to Purchaser if requested.

19. Seller and Buyer agree that the prices set forth in this Purchase Order include all applicable federal, state and local taxes, including without limitation, any sales and use taxes. No liability shall accrue to Purchaser for any such taxes.

20. If material/equipment order requires Seller to be on site for testing or commissioning, Seller will be required to submit to Buyer evidence of insurance coverage as required by Buyer in amounts not less than those so specified in Exhibit I. All insurance shall be procured at Seller's expense. In the event Contractor, in its sole discretion, determines that Seller is not maintaining the insurance required by the Agreement, Contractor shall have the right to immediately terminate this Agreement without any notice to Seller.

Exhibit I - INSURANCE PROVISIONS

Certificate Holder: The Tri-M Group, LLC
 206 Gale Lane
 Kennett Square, PA 19348

Workers' Compensation and Employers Liability Insurance in all jurisdictions where operations will be conducted with the following minimum limits of liability and coverage endorsements. *All policies (except Workers' Compensation) shall name The Tri-M Group, LLC., its parent(s), subsidiary (ies) and affiliated companies, their respective officers, directors, stockholders, employees, the project owner, and agents as additional insured.*

Workers Compensation – Coverage A – Statutory Coverage

Employers Liability

\$1,000,000 Each Accident

\$1,000,000 Each Employee by Disease

\$1,000,000 Policy Limit by Disease

The policy shall be endorsed to contain the following coverage endorsements

USL&H coverage endorsement

Waiver of Subrogation where permitted by law

Alternate Employer Endorsement

Commercial General Liability with the following minimum limits of liability and coverage endorsements.

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal Injury and Advertising Injury Liability

\$ 50,000 Fire Damage

\$ 10,000 Medical Expense.

The policy shall be endorsed to contain the following coverage endorsements

Contractual liability must be included

Waiver of Subrogation

Severability of Interest

If work is to be conducted within 50' of a railroad or railroad right-of-way, any exclusions relating to railroads must be deleted from both the exclusions section and the definition of an insured contract. Evidence that the exclusions have been deleted must be provided to The Tri-M Group, LLC.

Commercial Automobile Liability with the following minimum limits of liability and coverage endorsements.

\$1,000,000 Each Accident

The policy shall be endorsed to contain the following coverage endorsements

Coverage must be included for "any auto"

Waiver of Subrogation

Severability of Interest

If work is to be conducted within 50' of a railroad or railroad right-of-way, any exclusions relating to railroads must be deleted from both the exclusions section and the definition of an insured contract. Evidence that the exclusions have been deleted must be provided to The Tri-M Group, LLC.

Professional/Errors & Omissions Liability with the following minimum limits of liability and coverage endorsements.

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

The policy shall be endorsed to contain the following coverage endorsements

Contractual liability must be included

Waiver of Subrogation

Severability of Interest

Umbrella Excess Liability \$10,000,000

The limits may be satisfied by a combination of Primary and Umbrella or Excess Liability Policies.

All policies (except Workers' Compensation) shall name The Tri-M Group, LLC., its parent(s), subsidiary (ies) and affiliated companies, their respective officers, directors, stockholders, employees, the project owner, and agents as additional insured. The current edition of form CG 20 10 (AI endorsement applicable to ongoing operations) and the current edition of form CG 20 37 (AI endorsement applicable to completed operations) shall be attached to the general liability policy. The policies shall be endorsed to provide coverage to these Additional Insureds on a primary (non-contributory) basis without seeking contribution from any other insurance or self-insurance available to the Additional Insured.

Contractor shall furnish to The Tri-M Group, LLC insurance certificate in a form acceptable to The Tri-M Group, LLC evidencing compliance with the foregoing requirements and stating that the Insurers will provide 60 day written notice of cancellation or material alteration in any of the require policies of insurance. Copies of the additional insured endorsements must be attached to the certificate of insurance.

All policies shall be written on an occurrence basis. Claims made policies will not be acceptable.

If requested by Tri-M Group, LLC, the contractor will provide The Tri-M Group, LLC with certified copies of the policies within 30 days of the request.

If any of the policies contain deductibles or self-insured retentions, the deductibles or self-insured retentions will be the sole responsibility of the contractor and coverage will apply to The Tri-M Group, LLC as though the policies were written on a "first dollar" basis.

All policies shall be written with insurers acceptable to The Tri-M Group, LLC. and have A.M. Best ratings of A-VII or better.

All primary casualty policies (GL, Auto, WC) should provide for Waiver of Subrogation in favor of The Tri-M Group, LLC. This can be accomplished through endorsements specific to The Tri-M Group, LLC, or through blanket waiver endorsements.

GL policies should note that the coverage supplied by the sub is primary and non-contributory.

The X,C,U language should be amended to say that X,C,U exclusions must be deleted; or, put another way X,C,U exclusions not permitted.