



P.O. BOX 37, CHESTER, OHIO 45720  
 740-992-6466 (PH) 740-992-6809 (FX)

PURCHASE ORDER NO.	
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# PURCHASE ORDER

<b>TO:</b>	<b>SHIP TO:</b>	Kinsale Corporation Attn: Project Street Address City, State, Zip
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P.O. DATE	SHIP VIA	F.O.B.	TERMS			
	Best Way	Jobsite	30th of the following month			
BUYER	FREIGHT	REQ. DATE	CONFIRMING TO	REMARKS	TAX	
QTY. REQ.	UNITS	DESCRIPTION			UNIT COST	EXTENDED COST
		Furnish all materials listed below according to the drawings, specifications and addendums of the contract documents by <b>**ARCHITECT NAME**</b> , Architect for the <b>PROJECT NAME, CITY, STATE</b> , including Base Bid and Alternates #X & #X				
1	LS	Furnish materials as described in Exhibit A - PO Scope of Work				
		<b>TOTAL</b>				

1. Furnish 7 sets of shop drawings within 3 weeks of the above date.
2. Notification of delivery within 48 hours is required of all material.
3. Material delivery is to be expedited per the approved progress schedule.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized by: Garrett Karr Date: \_\_\_\_\_

We are an EEO Employer. This purchase order is subject to the EEO Rules and Regulations of Governor's Executive Order of Jan. 27, 1972, Appendix A & B and Governor's Amended Executive Order 84-9. Incuded by reference are provisions of 41 CFR 60 1-4, 41 CFR 60-2504 and 741.4

## PURCHASE ORDER STANDARD TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS ARE A PART OF THIS ORDER TO WHICH SELLER AGREES BY ACCEPTING THIS ORDER.

- 1) This Purchase Order is Kinsale Corporation's ("Buyer") offer to Supplier and acceptance is expressly limited to its terms. The Instructions and Terms and Conditions of Purchase comprise all of the instructions and terms and conditions between Buyer and Seller respecting the Materials and, along with the detail provided on the reverse, are collectively referred to as the Purchase Order. Supplier's commencement of performance, acknowledgement of this order by returning a copy, informing Buyer in any manner of commencement of performance, or the receipt of Supplier's own form of acknowledgement shall conclusively evidence such acceptance. This Purchase Order is the complete and exclusive statement of the terms and conditions of the agreement between Supplier and Buyer. No variation, modification or addition to this Purchase Order, whether contained in Supplier's proposal, acceptance form or otherwise, will be effective without written consent signed by Buyer's authorized representative. For purposes of use in Buyer's Accounting procedures please return acceptance copy of this form within five (5) days. Unless we hear otherwise from you within five (5) days of the date of this Purchase Order, we will consider you to have accepted our order as submitted.
- 2) Whether submitted before or after this Purchase Order, any form of purchase order, invoice or other instrument used by Seller in the course of dealing with Buyer shall be considered to be the convenience of Seller. None of the provisions of such a form shall modify or supplement this Purchase Order and Buyer objects to any different or additional terms that it contains. Partial or complete performance of Seller's obligations under this Purchase Order shall constitute Seller's waiver of any such different or additional terms. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement.
- 3) Seller assumes toward Buyer all contractual and legal obligations that Buyer has assumed based on the content of this Purchase Order with any third party for the provision of Materials. Further, and to the fullest extent permitted by law if any dispute regarding the Materials arises between Buyer and any such third party, Seller shall indemnify and save Buyer harmless from any and all losses, including but not limited to attorneys' fees on account thereof. The terms and conditions of such applicable contractual obligations are available for review at Buyer's main office upon written request to Buyer by Seller.
- 4) Where submittal approval is required, do not ship the material until you have received approval. Seller will bear the cost of premature shipping.
- 5) This Purchase Order does not contain an open price term and must not be filled at prices higher than shown on the reverse side.
- 6) Seller warrants that all Materials provided pursuant to this Purchase Order conform exactly to specifications, drawings, and/or other requirements, are free from any defects in material and workmanship, are of the best quality, will be fit and sufficient in all respects for their intended purposes, and are and shall remain merchantable. Buyer reserves the right to hold at Seller's risk or to return any Materials which are not approved or do not comply with any provision of this Purchase Order. Seller shall bar and reimburse buyer for all expenditures incurred by Buyer in connection with any Materials so held or returned.
- 7) Unless otherwise provided in this Purchase Order or by written agreement, delivery in whole or in part shall not be made either more than 15 days prior to the agreed delivery date or dates or any time after the agreed delivery day or dates. Early deliveries may, at Buyer's option be returned at Seller's risk and expense. Late deliveries may, at Buyer's option, subject to this Purchase Order to cancellation or entitle Buyer to deduct any damages caused by the late delivery from any amount due to Seller. Any such deduction shall not, however, preclude Buyer from asserting a claim against Seller for additional damages arising from late delivery. Any request by Seller for a delivery date or dates different than the agreed schedule will be considered by Buyer only if (1) the request is necessary because of unforeseeable causes beyond the control and without the fault or negligence of Seller, and (2) Seller notifies Buyer in writing of the cause within a reasonable time from its beginning.
- 8) Seller shall not assign, transfer or delegate its obligations under this Purchase Order except upon Buyer's prior written approval.
- 9) Except as specifically provided in this Purchase Order, no charges will be allowed for packaging, boxing, crating or cartage.
- 10) Buyer shall have the right to terminate this Purchase Order at any time by writing to Seller. In the event of any termination (otherwise than for default of Seller), of Seller at the time of termination has in stock or on firm order any raw, semi-processed or completed Materials for use in fulfilling this Purchase Order, then (1) in the case of completed Materials Buyer may, at its option, either require delivery of all or part of the completed Materials and make payment therefore at the Purchase Order price, or Buyer may pay to Seller with respect to such raw and partially complete Materials a proportion of the Purchase Order price based on the stage of completion of the Materials, reduced by the value, as reasonably determined by Buyer, of the Materials at such state of completion; and (3) in the case of Materials which Seller has on firm order, buyer may pay the costs, if any, of settling or discharging Seller's obligations under such order. In determining the amount due to Seller on account of inventories of, and commitments for, raw or semi-processed materials suitable for use in the fulfillment of the uncompleted portion of this Purchase Order, the total quantity of each type of material which Seller has in stock or on firm order shall be determined and the amount of each shall be allocated on a pro rata basis to all of Seller's outstanding and uncompleted orders for which such material would be required; subject, however, to the limitation that the amount so allocated to this Purchase Order shall not exceed the amount necessary to perform the uncompleted portion of this Purchase Order.
- 11) No action or failure to act by Buyer shall constitute a waiver of a right or duty afforded Buyer under this Purchase Order, nor shall such action or failure to act constitute approval of or acquiescence in a default under this Purchase Order, except as may be specifically agreed in writing.
- 12) If Buyer consults or retains an attorney because of any failure by Seller to perform any obligation under this Purchase Order or because of any dispute with Seller as to the meaning of, or performance under, this Purchase Order, regardless of whether or not litigation or other grievance procedure is commenced, Seller shall pay Buyer, or Buyer may deduct from any amount due to Seller, all attorneys' fees and other costs or damages incurred.
- 13) Seller shall, at all times material hereto, maintain in full force and effect, and shall furnish Buyer with current certificates of coverage of Seller, and proof of payment by Seller, for all workers' compensation insurance, commercial general liability insurance, motor vehicle insurance and such other insurance sufficient for Seller to meet and perform its various indemnity and other obligations hereunder. Seller shall at all times material maintain all such insurance coverage for the benefit of Seller's employees, shall name Buyer as an additional insured on all policies, and shall furnish Buyer with certificates of renewal coverage and proofs of premium payments.
- 14) Seller shall at all times comply with all applicable laws, statutes, ordinances, rules, regulations and other governmental requirements, and to the fullest extent permitted by applicable law Seller shall fully defend, indemnify and hold Buyer, its affiliates, subsidiaries, directors, officers, agents, servants and employees, harmless from and against any and all claims, demands, suits, judgments, actions, causes of action, losses, damage, liabilities, costs and expenses, including actual attorneys' and experts' fees and costs, arising from the death of or personal injury to any person including but not limited to Seller's own employee(s), from damage to or destruction of personal or real property, or from the breach of any warranty in this Purchase Order, arising from or in any way related to the supply, delivery or provision of any equipment, product, materials, supplies, tools, work or services by Seller, its agents, servants or employees.
- 15) This Purchase Order, and these Terms & Conditions, shall be governed by Ohio law. No waiver by Buyer of any breach of this Purchase Order or any other agreement by the Seller or the failure of Buyer at any time to exercise a right or privilege granted to it herein, shall be deemed to constitute a waiver of any subsequent breach or of such or any other right or privilege.