



To receive payment, all shipments of materials which contain "Hazardous chemicals," as defined in the Code of Federal regulations, Title 29, Part 1926, Section 1926.59 must be accompanied by a material safety data sheet (MSDS) for each product shipped. No materials will be accepted or invoices paid unless the required MSDS's are received. (MSDS means OSHA Form 174 or the equivalent).

Project Number: **Enter Project Number**

Form 'A' Order Number: **Enter E1 Order Number**

Date: **Enter Date of Order**

Enter Legal Name of Provider

COMPANY: **Granite Entity**

Address

City, State, Zip

Phone Number

SHIP / DELIVER TO: **Enter Ship/ Deliver to Name**

A T : **Address**

TO ENSURE PROPER PAYMENT
PLEASE PROVIDE THE PURCHASE ORDER NUMBER ON ALL INVOICES AND DELIVERY RECEIPTS.

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Enter Tax Percent

STATE:

Enter Tax ST

EXEMPT RESALE

REASON:

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DELIVERY DATE:

Enter Delivery Date(s)

FREIGHT TERMS:

Enter Freight Terms

F.O.B.:

FOB?

JOB DESCRIPTION:

Enter Description of Project.

PURCHASE ORDER DESCRIPTION:

Furnish and deliver the following items per the terms and conditions appearing in this purchase order including the PURCHASE ORDER TERMS and CONDITIONS on the following page(s). Any reference herein to any proposal or documentation from Provider is solely for the purpose of specifying basic information concerning price, description of items, and quantities.

Item No.	Cost Code	Client Item	Item Description	Approximate Quantity	U.M.	Unit Price	Approximate Total
1						\$0.00	\$ 0.00
2						\$0.00	\$ 0.00
3						\$0.00	\$ 0.00
4						\$0.00	\$ 0.00
5						\$0.00	\$ 0.00
Approximate Total:							\$ 0.00

- 1) **Enter specific requirements for the Goods, plus inclusions and exclusions here.**
- 2)

Company _____
 Provider _____

GRANITE ENTITY

Company _____

Signature: _____

Name: _____
Please Print

Title: _____
Please Print

Date: _____

ENTER LEGAL NAME OF PROVIDER

Provider _____

Signature: _____

Name: _____
Please Print

Title: _____
Please Print

Date: _____

Company _____
Provider _____



PURCHASE ORDER TERMS AND CONDITIONS

1.0 Applicability. This purchase order is an offer by the buyer named on the face of this purchase order (“**Company**”) for the purchase of the goods, services, and/or materials specified on the face of this purchase order (“**Goods**”) from the party to whom the purchase order is addressed (“**Provider**”) in accordance with and subject to these terms and conditions (“**Terms**”); together with the terms and conditions on the face of the purchase order, the (“**Order**”). This Order, together with any documents attached hereto (including the Special Conditions under **Attachment A.1** and Supporting Documents under **Attachment A.2**, if any) and referenced therein, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. The Order expressly limits Provider’s acceptance to the Terms contained in this Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Provider’s general terms and conditions of sale or any other document issued by Provider in connection with this Order. Company is not obligated to any minimum purchase or future purchase obligations under this Order. No change to this Order is binding upon Company unless it is in writing and specifically states that it amends this Order. If this Order is issued in support of a contract (“**Contract**”) between Company and its client (“**Client**”) then such Contract is incorporated herein by reference as it applies to the Goods under this Order.

2.0 Acceptance. Company shall not be bound by this Order until Provider executes and delivers this Order to Company and Company executes the Order. Provider shall be bound by this Order and its terms and conditions when it executes and delivers the Order or when it delivers to Company any of the Goods. No contract shall exist except as herein above provided and no other form of acceptance is binding on Company. However, if this Order is signed before Company is awarded a contract for which the Goods are being elicited, then this Order shall constitute a pre-bid agreement which cannot be canceled by either party, and upon award of the contract to Company, shall become a binding Order. If no such award is made, this Order shall have no effect.

3.0 Delivery Date. Provider shall deliver the Goods in the quantities and on the date(s) specified in this Order or as otherwise agreed in writing by the parties (“**Delivery Date**”). If no delivery date is specified, Provider shall deliver the Goods as directed by Company. Timely delivery of the Goods is of the essence. If Provider fails to deliver the Goods in the manner required, Company may terminate the Order immediately by providing notice to Provider.

4.0 Quantity. If this Purchase Order is designated a requirement’s purchase order, then this is an order for all the requirements of Company for the Goods for the project for which the Goods are supplied. If this Order is specified as a “unit price” Order, any quantities are estimates only, actual quantities may be more or less than the estimates. In any event, prices are firm for the duration of the project.

5.0 Delivery Location; Shipping Terms. At no additional cost to Company, all Goods shall be delivered to the address or location specified in this Order (“**Delivery Location**”), or to such other location as Company may hereafter direct.

6.0 Title and Risk of Loss. Title passes to Company upon delivery of conforming Goods to the Delivery Location. Provider bears all risk of loss or damage to the Goods until Company accepts the Goods.

7.0 Inspection and Rejection of Nonconforming Goods. Company has the right to inspect the Goods on or after the Delivery Date. Company, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Company rejects any portion of the Goods, Company has the right, effective upon written notice to Provider, to: (i) rescind the Order in its entirety; (ii) accept the Goods at a reasonably reduced price; or (iii) reject the Goods and require replacement of the rejected Goods. If Company requires replacement of the Goods, Provider shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Provider fails to timely deliver replacement Goods, Company may replace them with goods from a third party and charge Provider the cost thereof and terminate this Order for cause as further set forth herein. Any inspection or other action by Company under this Section shall not reduce or otherwise affect Provider’s obligations under the Order. Company, anyone on whose behalf or at whose direction Company is procuring the Goods, or their representatives shall have safe access to inspect the site of

construction or fabrication of the Goods while in process or during storage of such Goods.

8.0 Price. The price of the Goods is the price stated in the Order (“**Price**”). Unless otherwise specified in the Order, the Price includes all delivery costs to the Delivery Location, including without limitation all insurance costs, fees, and applicable taxes.

9.0 Payment Terms. Provider shall issue an invoice to Company on, or any time after, the completion of delivery. Company shall pay all undisputed, properly invoiced amounts due to Provider the earlier of (i) Net 30 Days – ePayables, (ii) Net 45 – PayMode-X, (iii) Net 60 – Checks, or (iv) as required by law. In the event of a payment dispute, the parties shall work to resolve all such disputes expeditiously and in good faith. Provider shall continue performing its obligations under the Order notwithstanding any such dispute.

10.0 Set-off. Without prejudice to any other right or remedy it may have, Company and/or its affiliates may set off any amount owing to it by Provider against any amount payable by Company to Provider under this Order, or pursuant to any other agreement between Company and/or its affiliates and Provider.

11.0 Warranties. Provider shall provide all warranties with regard to the Goods as required in the Contract between Company and its Client. In no event shall such warranties extend for less than one (1) year from the final acceptance date of the Project. Provider warrants to Company that all Goods will: (i) be free from any defects in workmanship, material and design; (ii) conform to applicable specifications, drawings, designs, samples, and other requirements specified by Company, or, in the event no such specifications are provided, all Goods furnished shall be of the highest quality regularly produced by Provider and comply with (1) all applicable American Standards (including but not limited to ASA, ASME, ASTM and NEMA) and (2) all applicable Department of Transportation standards in effect at the time of this Order; (iii) be fit for their intended purpose and operate as intended; (iv) be merchantable; (v) be free and clear of all liens, security interests or other encumbrances; and (vi) not infringe or misappropriate any third party’s patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by Company. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations shall be tolled and shall commence on the date of Company’s discovery of the noncompliance of the Goods with the foregoing warranties.

12.0 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, PROVIDER SHALL DEFEND, INDEMNIFY AND HOLD CLIENT, COMPANY, ITS PARENT, AFFILIATES, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, INSURERS, SURETIES, AND AFFILIATED CORPORATIONS, AND ANY OTHER PERSON OR ENTITIES REQUIRED UNDER THE CONTRACT, HARMLESS FROM ANY AND ALL LOSSES, CONSEQUENTIAL DAMAGES, EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS', CONSULTANTS' AND EXPERTS' FEES), CLAIMS, SUITS, LIABILITIES, FINES, PENALTIES, AND REMEDIAL OR CLEAN-UP COSTS ARISING OUT OF OR IN ANY WAY RELATED TO: (I) THE GOODS; (II) ANY BREACH OF THIS ORDER; OR (III) ANY ACT OR OMISSION BY PROVIDER, ITS INVITEES, OR ANY PERSON PROVIDING THE GOODS DIRECTLY OR INDIRECTLY ON BEHALF OF PROVIDER, REGARDLESS OF WHETHER COMPANY IS PARTIALLY AT FAULT. ANY DAMAGES RECOVERABLE BY COMPANY FROM PROVIDER SHALL BEAR INTEREST AT THE ANNUAL RATE OF 18%, OR THE HIGHEST RATE ALLOWED BY LAW, IF LOWER. WHERE REQUIRED BY LAW, PROVIDER HEREBY AGREES THAT ITS AGREEMENT PRICE INCLUDES SEPARATE CONSIDERATION FOR PROVIDER’S DEFENSE AND INDEMNITY OBLIGATIONS. SUCH AMOUNT SHALL BE DEEMED PAID OUT OF THE FIRST PAYMENT PAID HEREUNDER.

13.0 Insurance. Provider shall, and shall cause each of its subcontractors and suppliers to, maintain: (i) worker’s compensation and employer’s liability insurance to fully protect against loss from personal injury, including death, to any of its employees; (ii) comprehensive automobile liability, general liability (including product liability and completed operations coverages), excess or umbrella coverage, owners and contractor’s liability, and property damage insurance; (iii) and any other insurance required by Company. Umbrella coverage may be used to satisfy the

Company _____

Provider _____

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required limits. All such insurance shall be written by insurers acceptable to Company. The minimum required limits are as follows: Workers Compensation Coverage A-Statutory Limits; Workers Compensation Coverage B-\$1,000,000 per occurrence; Auto Liability-\$1,000,000 Combined Single Limit; General Liability-\$2,000,000 per occurrence and \$4,000,000 aggregate per project; and Excess Umbrella coverage with minimum limits not less than \$1,000,000. All such insurance shall provide coverage on an "occurrence" basis and not on a "claims made" basis and be written by insurers acceptable to Company. All policies, except for worker's compensation policies, shall name the Company, Client, and their respective directors, officers, employees and agents and such other persons or entities as Contractor may require shall be named, by endorsement, as additional insureds on a primary basis. Company's coverage shall be deemed secondary and noncontributory. To the maximum extent allowed by law, such insurance shall indemnify and defend Company from all claims, expenses and liabilities in any way connected with any act or omission of Provider, its invitees, or any person providing Goods directly or indirectly on behalf of Provider, regardless of whether Company is partially at fault. All insurance shall expressly provide that all rights of subrogation against the Company and any additional insured are waived and that no amendment or cancellation of any policy shall be effective until 30 days' prior written notice to Company. If at any time Company so requests, Provider shall, within two (2) business days, furnish certificates of insurance satisfactory to Company evidencing the required insurance. The additional insured endorsement required herein shall be written on ISO form CG 20 10 11 85 (Form B) or ISO form CG 20 10 10 01 in combination with ISO form CG 20 37 10 01 or the equivalent without modification or change from the standard ISO language and including that this insurance shall serve as primary without qualifications. The insurance requirements set forth herein shall not limit Provider's liability or responsibility under this Agreement nor shall they be construed to be the types or amounts of insurance Provider should maintain to adequately insure itself.

14.0 Compliance with Law. Provider shall comply with all applicable laws, regulations and ordinances. Provider shall maintain in effect all licenses, permissions, authorizations, consents, and permits required to fulfill this Order. In the event any provision of this Order shall at any time contravene any applicable law then such provision shall remain in effect to the extent permitted by such law and all other provisions of this Order shall remain in full force and effect.

15.0 Termination. Company may terminate this Order, in whole or in part, at any time with or without cause on twenty-four hours prior notice to Provider. If the Provider becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, then the Company may terminate this Order upon notice to Provider. If Company terminates the Order for any reason, Provider's sole and exclusive remedy is payment for the Goods received and accepted by Company prior to the termination.

16.0 Waiver. No waiver by Company of any of the provisions of this Order is effective unless explicitly set forth in writing and signed by Company. Except as otherwise set forth in this Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Order operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17.0 Confidential Information. All non-public, confidential or proprietary information of the Company, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Company to Provider, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Company in writing. Upon Company's request, Provider shall promptly return or destroy all documents and other materials received from Company. Company shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (i) in the public domain; (ii) known to the Provider at the time of disclosure; or (iii) rightfully obtained by the Provider on a non-confidential basis from a third party.

18.0 Force Majeure. Provider shall not be liable to Company for any delay or failure in performing its obligations under the Order by reason of a *force majeure* event to the extent that such relief is provided in the Contract, but only in the event that Company actually obtains relief from Client. Provider shall be obligated to provide notice of an alleged *force majeure* event in compliance with the Contract's notice requirements provided, however, that Provider shall be obligated to provide

notice to Company with sufficient time for Company to pass-through such notice to Client. If a *force majeure* event prevents Provider from carrying out its obligations under the Order for a continuous period of more than seven business days, Company may terminate this Order immediately by giving written notice to Provider.

19.0 Assignment. Provider shall not assign any of its rights or delegate any of its obligations under this Order without the prior written consent of Provider. Any purported assignment or delegation in violation of this Section is null and void. No permissible assignment or delegation relieves Provider of any of its obligations under this Order.

20.0 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order.

21.0 No Third-Party Beneficiaries. This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature.

22.0 Governing Law. The Order shall be governed by and construed in accordance with the internal laws of the state where the project which the Goods are being incorporated into is located.

23.0 MANDATORY BINDING ARBITRATION. ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS ORDER SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE WHERE THE PROJECT IS LOCATED; PROVIDED, HOWEVER, A PANEL OF THREE ARBITRATORS SHALL RESOLVE ALL DISPUTES WHERE THE AMOUNT IN CONTROVERSY EXCEEDS \$5 MILLION ("LARGE DISPUTES"). THE AMERICAN ARBITRATION ASSOCIATION (AAA) SHALL CONDUCT THE ARBITRATION PURSUANT TO AAA'S CONSTRUCTION INDUSTRY ARBITRATION RULES. THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THE ORDER, THE PARTIES AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES ("APPELLATE RULES"); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR(S) SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED. EACH PARTY AFFIRMATIVELY AGREES TO THE ARBITRATION PROVISION SET FORTH HEREIN AND INTENDS THAT THIS PARAGRAPH SATISFY THE ARBITRATION REQUIREMENTS OF ANY APPLICABLE LAW.

24.0 Cumulative Remedies. The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

25.0 Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing.

26.0 Trust Funds. All funds paid by or to Provider from Company or a third party, with respect to the Goods or any portion of the Goods sold to Company hereunder, shall be deemed in trust for the payment of all Goods and all component pieces of the Goods, and such funds shall not become the property of Provider nor may any portion of such funds be used by Provider for any other purpose, until full payment is made by Provider to its suppliers for all Goods or component pieces of the Goods sold by Provider to Company hereunder.

27.0 Special Provisions. To the extent required by law, Provider certifies that it will comply with the Required Contract Provisions for Federal-Aid Construction Contracts outlined in Form FHWA-1273. Where applicable, a copy of the Form FHWA-1273 is attached to and incorporated into this Order and shall be incorporated into any of Provider's subcontracts or supply agreements. To the extent required by law, this Company and Provider shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected

Company _____
Provider _____



veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered entities take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Pursuant to 49 CFR 26.13, Provider shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Order. Where required by law, the Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Provider to carry out these requirements is a material breach of this Order, which may result in the termination of this Order or such other remedy as the recipient deems appropriate. Failure by the Provider to carry out these requirements shall constitute a material breach of this Order.

28.0 Company Code of Conduct. In connection with the performance of this Order, Provider shall, and shall cause its suppliers and subcontractors to abide by the Company’s Supplier Code of Conduct which can be viewed at <https://www.graniteconstruction.com/supplier-Code-of-Conduct> (the “Code of Conduct”). In accepting this Order, Provider acknowledges on behalf of itself, and on behalf of its suppliers and subcontractors, familiarity with the Code of Conduct and agrees to comply with the terms and conditions set forth in the Code of Conduct. Any violation of the terms and conditions of the Code of Conduct by Provider or its suppliers, subcontractors or agents shall constitute a material breach of this Order.

Company _____
Provider _____



ATTACHMENT A.1
SPECIAL CONDITIONS

- 1) Enter list of Special Provisions from the Prime Contract (if applicable).
- 2)

Company _____
Provider _____

ATTACHMENT A.2
SUPPORTING DOCUMENTS

- 1) Enter Supporting Documents from the Prime Contact (if applicable).
- 2)

Company _____
Provider _____