

**HUDSON RIVER CONTRACTING  
CORP.**

26 RACQUET ROAD  
Newburgh, NY. 12550  
Phone (845)-562-1350 • Fax (845) 562-1380

**PURCHASE ORDER**

Render Invoices in Triplicate

P.O. #: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY NAME  
COMPANY ADDRESS  
COMPANY CITY STATE ZIP

JOB LOCATION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PHONE:

FAX:

ATTN:

DESCRIPTION: \_\_\_\_\_

SCOPE OF WORK

**TOTAL PURCHASE ORDER AMOUNT: \$0.00  
(00/00CENTS)**

PLEASE COORDINATE ALL DELIVERIES WITH OUR FIELD SUPER

***FIELD SUPERVISOR NAME***

THE TERMS AND CONDITIONS SET FORTH IS ON THE REVERSE COMPRISE AN INTEGRAL PART OF THIS PURCHASE ORDER.

Please sign and return the attached original copies:

APPROVED & ACCEPTED BY: \_\_\_\_\_

Print Name / Position: \_\_\_\_\_

Philip Apap  
GENERAL MANAGER

## TERMS AND CONDITIONS OF PURCHASE ORDER

1. Unless otherwise stated herein, this Purchase Order creates a lump sum contract between Hudson River Contracting Corp, as Purchaser and you as Vendor. It is understood and agreed that all charges are included in the price set forth herein. Accordingly, no allowance will be permitted for sales or use taxes imposed by any governmental entity, except as expressly provided herein.
2. If more than one Purchase Order has been entered into between Purchaser and Vendor, a separate invoice (to be rendered in triplicate) is required as to each Purchase Order. Each such invoice must separately state the amount of sales and/or use tax, if applicable.
3. Vendor shall comply in all respects with the terms and conditions of the Insurance/Indemnification Rider which is annexed hereto and which forms an integral part of this Purchase Order.
4. Vendor guarantees and warranties all goods and equipment furnished and/or installed pursuant to this Purchase Order to be free of defects of materials and/or workmanship for a period of one (1) year from the first day of faultless operation as acknowledged by Purchaser. All such goods and equipment shall conform in all respects to all express warranties (including manufacturers' warranties), as well as to the warranties of merchantability and fitness for the particular purpose for which they are furnished and/or installed.
5. Vendor represents and covenants that any goods and equipment furnished and/or installed shall be free of any rights of third parties, liens and/or encumbrances. Any claims regarding such rights, liens and/or encumbrances arising subsequent to the issuance of this Purchase Order shall be released or discharged by Vendor promptly upon Vendor's receiving notice thereof.
6. Vendor is responsible for the provision of proper packaging.
7. The issuance of any receipt by Purchaser is not intended to effect, and shall not be deemed to create, a waiver of any existing or inchoate claim or right of Purchaser.
8. Vendor shall employ union labor in conformity with all labor agreements applicable to Purchaser and/or to the Project, and Vendor shall comply with all applicable laws, statutes, ordinances, rules and regulations, including those relating to antidiscrimination.
9. Payment for any labor, services, materials and/or equipment furnished and/or installed pursuant to this Purchase Order shall be made by Purchaser upon its receipt of the corresponding funds under the prime contract for the Project. Vendor's remedy against Purchaser in the event of nonpayment of any sum due and owing pursuant to this Purchase Order is expressly limited to the recovery of such funds as have been received by Purchaser for Vendor's account. In the event that Purchaser does not receive such funds, Vendor may exercise any right or remedy available to Vendor under applicable mechanic's lien law, all of which rights and remedies are expressly and fully reserved.
10. Vendor shall be responsible for all direct, incidental and consequential damages incurred by Purchaser by reason of any breach, nonperformance or incomplete or inadequate performance of this Purchase Order by Vendor.
11. In the event of any claim or dispute relating to or arising out of this Purchase Order and/or any work, labor, services, materials and/or equipment furnished and/or installed hereunder, such claim or dispute (unless resolved amicably by negotiation between Purchaser and Vendor, which shall first be conducted in good faith) shall be subject to resolution, at Purchaser's sole election, pursuant to any means of dispute resolution applicable to any claim or dispute arising under the prime contract for the Project; and such resolution may be joined or consolidated, at Purchaser's sole election, with any proceedings pending or subsequently initiated between Purchaser and any third party involving any common question of law or fact and/or pertaining to any degree or in any manner to the subject matter of this Purchase Order.
12. The terms and conditions of this Purchase Order shall govern in the event of any inconsistency between this Purchase Order and any other documentation comprising this transaction, unless expressly waived, modified or amended by a writing signed by Purchaser. All previous communications between Vendor and Purchaser, including all proposals, quotations and negotiations, are merged into, and superseded by, this Purchase Order. In the event that any of the services, labor, materials or equipment required to be performed or supplied by Vendor under this Purchase Order are performed or supplied by any sub-vendor, Vendor shall be responsible to enforce each of the foregoing terms and conditions with respect to each such sub-vendor.

P.O. #:  
Job Location:  
Vendor:

Vendor Initials