



EQUIPMENT RENTAL PURCHASE ORDER

W&W-AFCO Steel LLC

W&W Steel Erectors, LLC

Project		P.O. Date	P.O. #
Project Manager		Owner #	Job #
Ordered By	Review Date / Initials	Delivery Date	Cost Code
	/		
Issue To Equipment Owner ("Owner"):		Ship To Address:	
Company Renting Equipment ("Renter") including address		F.O.B.	Terms and Conditions
		n/a	See Below

DESCRIPTION

I. DESCRIPTION OF EQUIPMENT AND NUMBER OF UNITS:

II. RENTAL RATE(S):

III. RENTAL PERIOD:

IV. PAYMENT TERMS:

Subject to Section V below, Owner shall be paid net thirty (30) days from Renter's receipt of invoice or Owner's request for payment. All invoices or requests for payment shall reflect a detailed breakdown of all applicable costs and/or expenses related to the Equipment rental. Renter shall not pay for any Owner provided insurance, collision damage charges, or fire/theft fees. No security deposit shall be required.

V. TERMS AND CONDITIONS: This Purchase Order ("*PO*") includes the following Terms and Conditions:

- 1. ACCEPTANCE.** Acceptance of this PO is expressly limited to the terms stated herein and person or entity to which this PO has been issued ("*Owner*"). By accepting this PO or doing anything in connection therewith, Owner agrees to be bound by, and to carry out, perform and discharge fully and faithfully each and every undertaking, liability and obligation set forth in this PO. Additional or different terms proposed by Owner shall not be applicable, unless accepted in writing by Renter. No change in modification of or revision to this PO shall be valid unless in writing and signed by an authorized representative of Renter.
- 2. COMPLIANCE WITH LAWS.** Owner shall comply with all applicable local, state and federal laws, regulations, and ordinances applicable to this PO and its terms and conditions, including specifications. Owner shall also comply with all applicable antidiscrimination, safety, and similar laws and regulations and will, upon request, sign any necessary documentation relative thereto. Owner shall obtain and maintain on an active and current basis, all licenses, permits, certificates of authority, authorizations, approvals, registrations, franchises and similar consents granted or issued by any governmental or regulatory authority having jurisdiction over the subject matter of this PO. Owner shall defend, protect, save harmless, satisfy and indemnify Renter for all loss, cost, delay, penalties, liability, damage, and expense, including all attorneys' fees, which Renter may sustain as a result of the failure of Owner to comply with any laws.
- 3. TAXES.** If any sales, use, excise, income, property, unemployment, social security or other government tax shall now or hereafter be made or levied by any local, State or Federal government on the goods and/or services, including installation, covered by this PO or the consignment or sale contemplated by it, such tax shall be paid by Owner or its assigns and the price of the goods stated in this PO shall not be increased thereby.
- 4. INDEMNIFICATION.** Excluding a breach by Owner of the Warranty set forth below, Renter, shall protect, indemnify and hold harmless Owner, from all claims arising out of or in connection with Renter's use of the Equipment. Notwithstanding the preceding, in no event will Renter be liable for any incidental, consequential, indirect, special, or punitive damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to loss of use, loss of revenue or income, loss of profits, loss of business, loss of financing, loss of reputation, loss or management or employee productivity (or of the services of such persons), or business interruption.

5. **LIMITATION OF LIABILITY.** Any liability attributable to Renter shall only extend to the specific company identified as "Renter" in the field directly above the Description field herein.
6. **WARRANTY.** Owner warrants that all Equipment shall be free from defect in design or material or workmanship, and shall conform strictly to the specifications or other descriptions specified in this PO and will be fit for the use intended. This warranty shall survive any inspection, delivery, acceptance or payment by Renter for such Equipment. If the rental Equipment covered by this PO fails to conform, to this warranty, Renter may reject such Equipment and either may cancel this PO or may require Owner, without delay, to replace such Equipment with conforming Equipment. In the event of rejection, Owner agrees to pay all expenses incurred in return of the Equipment, including transportation and handling costs.
7. **INSURANCE.** Renter shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof; and shall carry public liability and property damage insurance covering the Equipment and its operation and handling. Owner expressly agrees that no insurance charges, collision damage charges, or fire/theft fees are included in the rental rates set forth herein.
8. **MAINTENANCE AND OPERATION.** Renter shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the Equipment, and shall see that the Equipment is not subjected to careless, unusually or needlessly rough usage; and Renter shall at its own expense maintain the equipment and its appurtenances in good repair and operative condition, and return it in such condition to Owner, ordinary wear and tear resulting from proper use thereof alone expected.
9. **OPERATORS (If applicable).** Unless otherwise mutually agreed in writing, Renter shall supply and pay all operators on the Equipment during the Rental Period. All operators shall be reasonably competent.
10. **OWNERSHIP.** Owner shall at all times retain ownership and title of the Equipment. Renter shall give Owner immediate notice in the event that any of said Equipment is levied upon or is about to become liable or is threatened with seizure, and Renter shall indemnify Owner against all loss and damages caused by such action.
11. **TERMINATION.** In addition to all other rights and remedies provided for hereunder or under law, Renter reserves the right to cancel all or any part of this PO at any time without liability to Renter if (a) Owner breaches any of the terms, warranties or provisions hereof, or any of the events giving rise to a return or rejection of goods occur, or (b) any proceeding by or any other type of insolvency proceeding is instituted, or (c) Renter's business is interrupted because of strikes, labor disturbances, lockout, riot, fire, Act of God or a public enemy, or any other cause whether similar or dissimilar to the foregoing, beyond the reasonable control of Renter, or (d) if the project for which the Equipment is rented hereunder is terminated.
12. **DISPUTES.** a. In the event of any dispute, claim, question, or disagreement arising from or relating to this PO or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
b. If they do not reach such solution within a period of sixty (60) days, then upon written notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Such written demand for arbitration shall be made not later than thirty (30) days after the expiration of the above sixty day settlement negotiation period. Demand for arbitration shall be filed in writing with the other party to this PO and with the American Arbitration Association in Oklahoma. The place of arbitration shall be Oklahoma City, Oklahoma County, Oklahoma. The laws of the State of Oklahoma shall govern the validity, construction, interpretation, performance and enforcement of this PO. The prevailing party in the arbitration shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys' fees and all reasonable costs.
c. In agreeing to binding arbitration the parties hereby knowingly and voluntarily waive their right to a jury trial on any claim or cause of action based upon or arising out of, directly or indirectly, this PO, any dealings between the parties relating to the subject matter hereof or thereof, and/or the relationship that is being established between the parties. The scope of this waiver is intended to be all encompassing of any and all disputes that may be filed in any court (including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims). This waiver may not be modified orally, and the waiver shall apply to any subsequent amendment, renewals, supplement or modifications to this PO. In the event of litigation, this PO may be filed as a written consent to a trial by the court.
13. **FEDERAL PROJECTS (If applicable).** This PO is subject to provisions of Executive Order 11246 of September 24, 1965, as amended; Executive Order 11375 of October 13, 1967; Executive Order 11758 of January 15, 1974; Section 503 of The Rehabilitation Act of 1973; The Vietnam Era Veterans Readjustment Act of 1974, as amended, 38 U.S.C. §4212 (formerly 2012); and the regulations of 41 C.F.R. Chapter 60. By virtue of the provisions of these Executive Orders and the above Acts, Owner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, or status as a disabled veteran or a veteran of the Vietnam Era.
14. **WAIVERS.** Waivers of any breach hereof shall not constitute a waiver of any subsequent breach of the same or any other provision hereof.
15. **GENERAL.** a. Notwithstanding anything to the contrary in this PO, Owner's right to payment for the rental of the Equipment is expressly conditioned upon the General Contractor or Project Owner first paying Renter for such Equipment rental. Renter shall not be obligated to make any payments to Owner unless and until, and only in the event the General Contractor or Project Owner pays Renter for such Equipment rental.
b. The parties acknowledge and agree that each has reviewed the terms of this PO, assisted by counsel, if they desired. The parties further agree that the rule of construction that any ambiguities are resolved against the drafting party will be subordinated to the principle that the terms and provisions of this PO will be construed fairly as to all parties and not in favor of or against any party.
c. Renter shall have the right to request an audit of the books and records of Owner to the extent that such books and records are applicable to Renter's rights and Owner's obligations under this PO. Upon ten (10) days written notice, Owner shall provide Renter such information and back up documentation as Renter may request concerning the rights and obligations of the parties herein.

Equipment Rental PO (Rev 04-13-2011R)