

PURCHASE ORDER

PURCHASE ORDER NUMBER 2425PGOXN0094	PO ISSUE DATE 08-Aug-24	DUE DATE 31-Aug-24	TERMS Payment Within 45 days Due net	REQUISITION NUMBER E40124250001	TAX EXEMPT YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
MASTER DESCRIPTION IX VACUUM PUMPS 3 & 4 PUMP INSPECTION & SYSTEM TROUBLESHOOTING				TOTAL AMOUNT \$6,532.00	

S PRECISE MECHANICAL SALES & SERVICE INC	SHIP TO:
E 2414 BLACK GOLD CT	FLUOR ENTERPRISES
L	800 NORTH RICE AVENUE
L	
E HOUSTON TX 77073	OXNARD CA 93030
R Att: KEN TITTEL	Phone:
Phone: 281-319-5595	Fax: 281-319-5535
	Fax:

INITIAL TEXT

GENERAL: CONTRACTOR SHALL PROVIDE THE GOODS AND SERVICES STATED HEREIN OR IN CONTRACTOR'S QUOTE CITED OR INCORPORATED BY REFERENCE. ANY REFERENCE TO SELLER'S QUOTATION, BID, OR PROPOSAL IS FOR PRICING PURPOSES ONLY AND BUYER HEREBY DISCLAIMS ANY TERMS, CONDITIONS, OR INSTRUCTION THEREIN.

INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND COMPANY AND OWNER, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, THE "INDEMNITEES"), FROM AND AGAINST ANY CLAIM, DEMAND, CAUSE OF ACTION, LOSS, EXPENSE, OR LIABILITY (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM: INJURY OR DEATH OF PERSONS (INCLUDING EMPLOYEES OF COMPANY, OWNER, CONTRACTOR OR ITS SUBCONTRACTORS) OR DAMAGE TO PROPERTY (INCLUDING PROPERTY OF COMPANY, OWNER, CONTRACTOR OR ITS SUBCONTRACTORS); ACTUAL OR ALLEGED CONTAMINATION, POLLUTION, OR PUBLIC OR PRIVATE NUISANCE IF AND TO THE EXTENT ATTRIBUTABLE TO ANY NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, ITS SUBCONTRACTORS OR ANYONE WHO CONTRACTOR IS LEGALLY RESPONSIBLE; ACTUAL INFRINGEMENT, IMPROPER APPROPRIATION, OR USE OF TRADE SECRETS, CONFIDENTIAL OR PROPRIETARY INFORMATION, COPYRIGHTS OR PATENTS; OR FAILURE BY CONTRACTOR TO COMPLY WITH ANY APPLICABLE LAW, REGULATION OR ORDER OF A GOVERNMENTAL ENTITY OR THE TERMS HEREIN. CONTRACTOR'S OBLIGATIONS SHALL APPLY REGARDLESS OF WHETHER THE PARTY TO BE INDEMNIFIED WAS NEGLIGENT, EXCEPT TO THE EXTENT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY TO BE INDEMNIFIED. LOSSES SHALL BE APPORTIONED IN ACCORDANCE WITH THE PARTIES' PERCENTAGE OF NEGLIGENCE OR FAULT. CONTRACTOR'S OBLIGATIONS INCLUDE THE DUTY TO REIMBURSE ANY REASONABLE ATTORNEYS' FEES AND EXPENSES INCURRED BY INDEMNITEES FOR LEGAL ACTION TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH.

THE PARTIES HERETO INTEND AND AGREE THAT THIS INDEMNITY SHALL BE APPLIED AS A PROPORTIONATE FAULT INDEMNITY, EACH PARTY BEING RESPONSIBLE FOR ITS OWN NEGLIGENCE OR OTHER ACT OR OMISSION. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR INDEMNIFY, HOLD HARMLESS OR DEFEND ANY PARTY FOR SUCH PARTY'S OWN NEGLIGENCE OR OTHER FAULT OR INDEMNIFY, HOLD HARMLESS OR DEFEND ANY PARTY FOR THE NEGLIGENCE OR OTHER FAULT OF SOME OTHER UNCONTROLLED THIRD-PARTY FOR WHOM CONTRACTOR IS NOT LEGALLY RESPONSIBLE.

LIMITATION OF LIABILITIES: IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT OR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING LOST PROFITS OR REVENUE.

WAIVER OF CLAIMS: EXCEPT TO THE EXTENT SUCH LIENS, CLAIMS, AND ENCUMBRANCES ARE USED TO COLLECT DELINQUENT PAYMENTS FROM COMPANY, CONTRACTOR HEREBY WAIVES AND RELEASES ANY AND ALL LIENS, CLAIMS OR OTHER DEMANDS WHICH IT MAY HAVE AGAINST COMPANY AND OWNER, OR THEIR AFFILIATED COMPANIES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FOR ANY BODILY OR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE SUSTAINED IN THE PERFORMANCE OF WORK HEREUNDER REGARDLESS OF CAUSE.

INSURANCE: FOR THE PURPOSES OF INSURANCE LIABILITIES, CONTRACTOR IS SOLELY AND FULLY RESPONSIBLE FOR PROVIDING AND MAINTAINING INSURANCE IN ACCORDANCE WITH ALL APPLICABLE LAWS AND AS EVIDENCED ON ITS CERTIFICATES OF INSURANCE AS PRESENTED TO COMPANY IN CONJUNCTION WITH THIS ORDER AND INCORPORATED HEREIN BY THIS REFERENCE. CONTRACTOR SHALL AT ALL TIMES PROVIDE COVERAGE LIMITS FOR WORKMANS COMPENSATION AS REQUIRED BY APPLICABLE STATUTORY LAW. ALL CONTRACTOR EMPLOYEE-PROVIDED COVERAGES (IF ANY) ARE AT CONTRACTORS ACCOUNT AND CONTRACTOR HEREBY ACKNOWLEDGES THAT BY ACCEPTING AND PERFORMING WORK ON OWNER PROPERTY THAT ALL CONTRACTORS ACTIVITIES ARE UNDERTAKEN AT CONTRACTORS OWN RISK WITHOUT EXCEPTION.

COMPLIANCE WITH LAWS: CONTRACTOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, COUNTY AND LOCAL LAWS, ORDINANCES, REGULATIONS AND CODES IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS ORDER, INCLUDING BUT NOT LIMITED TO THE PROCUREMENT OF PERMITS, LICENSES AND CERTIFICATES WHERE REQUIRED AND PAYMENT OF APPLICABLE TAXES.

WARRANTY: CONTRACTOR WARRANTS THAT IT SHALL PERFORM THE WORK IN ACCORDANCE WITH THE STANDARDS OF CARE AND DILIGENCE NORMALLY PRACTICED BY COMMON FIRMS PERFORMING SIMILAR WORK, AND IN ACCORDANCE WITH ALL LAWS, REGULATIONS AND ORDERS OF APPLICABLE GOVERNMENT ENTITIES. SOLELY TO THE EXTENT OF MATERIALS PROVIDED BY CONTRACTOR, CONTRACTOR WARRANTS THAT THE MATERIALS AND THE FINISHED WORK WILL BE OF GOOD QUALITY, FREE OF DEFECTS, AND CONTRACTOR SHALL INCORPORATE ONLY MATERIALS, SUPPLIES, AND/OR EQUIPMENT SUITABLE FOR THEIR PURPOSE IN COMPLETION OF THE SCOPE OF WORK AWARDED. FOLLOWING ACCEPTANCE OF THE WORK PERFORMED, SAID MATERIALS SHALL BE WARRANTED FOR THE PERIOD OF THE MANUFACTURER'S WARRANTY, AND ANY LABOR PERFORMED SHALL BE WARRANTED FOR TWELVE (12) MONTHS. CONTRACTOR HEREBY ACKNOWLEDGES THAT COMPANY IS RELYING ON THE ACCURACY, COMPETENCE, SAFETY, AND COMPLETENESS OF THE WORK, AND CONTRACTORS SUPPORT OF MANUFACTURERS WARRANTY OBLIGATIONS.

IF THE WORK IS DEEMED UNACCEPTABLE BY COMPANY OR IT IS SHOWN THAT THE WORK OR CONTRACTOR HAS FAILED TO MEET THE STANDARDS

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ABOVE, UPON NOTIFICATION BY COMPANY, CONTRACTOR SHALL PERFORM AT CONTRACTOR'S OWN COST SUCH CORRECTIVE ACTIONS AS ARE NECESSARY TO REMEDY SUCH FAILURE. TO THE EXTENT ASSIGNABLE, CONTRACTOR ASSIGNS TO COMPANY ANY WARRANTIES THAT ARE MADE BY MANUFACTURERS AND SUPPLIERS OF GOODS.

THIS WARRANTY DOES NOT EXTEND TO ANY LOSSES OR DAMAGES TO THE EXTENT DIRECTLY RESULTING FROM MISUSE, ACCIDENT, ABUSE, NEGLIGENCE, NORMAL WEAR AND TEAR, NEGLIGENCE (OTHER THAN CONTRACTOR'S OR ANYONE FOR WHOM CONTRACTOR IS LIABLE), UNAUTHORIZED MODIFICATION OR ALTERATION, OR ANY USE, INSTALLATION, REPAIR, HANDLING, MAINTENANCE, OR APPLICATION CONTRARY TO THE WRITTEN OPERATIONS MANUAL OR DOCUMENTATION PROVIDED BY CONTRACTOR TO COMPANY OR OWNER.

LINE ITEMS

ITEM	DESCRIPTION	Qty x Unit Price	Unit	TOTAL PRICE
001	CL9002G PUMP INSPECTION & SYSTEM TROUBLESHOOTING	6532 x \$1.00	LOT =	\$6,532.00
TOTAL AMOUNT FOR THIS PURCHASE ORDER				\$6,532.00

SCOPE OF WORK (NOTES)

Scope of Work per Quote #24PMS185

Vacuum Pump Inspection & Troubleshoot System – July 28th thru July 29th

- A) Travel Time (1) Techs - roundtrip
- B) Lodging - 2 days
- C) Meals – 3 days (1) techs
- D) Job site time 1 days per tech
- E) Airfare – Roundtrip
- F) Rental Car

Total - \$6,532.00

IMPORTANT INSTRUCTIONS

- The attached acknowledgement copy must be signed and returned before any invoice will be paid.

Execute acknowledgment copy and return to:
- Prices are firm and not subject to escalation. In the absence of a tax exempt number, Taxes, import duties, licenses and royalties are to be included and itemized separately.
- Each discount period will date from receipt of corrective invoice. Address one original of itemized invoice to:
- Show Purchase Order number on all deliveries and documents. Invoice and packing list must show item numbers.

FLUOR ENTERPRISES

BY: _____
Susan Vernon
PRINT NAME

SELLER ACCEPTANCE

BY: Ken Tittel
SIGNATURE
KEN TITTEL
PRINT NAME
PRES/ MGR
TITLE