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# KT Ventures - TX, Inc.

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## Purchase Order Test & Balance

**Purchase Order No: 250301.019**

Date: May 1, 2025

### IMPORTANT NOTICE

COMPANIES RECEIVING THESE PURCHASE ORDERS MUST CONTACT SUPERINTENDENT ON THE JOB TO CONFIRM ACTUAL DELIVERY DATE AND TIME.

To:

National Tab  
1126 Swift St  
North Kansas City, MO 64116

Project:

Ada, OK - Freddy's Frozen Custard &  
1000 Lonnie Abbott Blvd  
Ada, OK 74820

Phone: 513-889-8927

Fax:

Contact: Wale Odofin

Cell: 636-237-3053

Email: waleo@nationaltab.com

Site Contact: Brian K. Stephens

Phone: 979-220-1108

Email: [b.stephens@ktventures.com](mailto:b.stephens@ktventures.com)

Office Contact: Brian K Stephens – VP Construction

Cell: 979-220-1108

Email: [b.stephens@ktventures.com](mailto:b.stephens@ktventures.com)

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### Description:

15700 – Provide labor and materials to complete test and balance

Total

\$ 2,360.00

**Refer to attached quote dated May 1, 2025, for additional scope descriptions.**

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Vendor agrees to comply with the following:

- Submit four (4) hard copies or one (1) electronic copy of all required shop drawings, samples, product data and other submittal data within five (5) days of this purchase order date.
- Furnish material Safety Data Sheets on any material that may require hazard information.
- Purchase order number and cost code must be clearly noted on all invoices.
- Sales tax and freight costs are included in this order.

11709 Boudreaux Rd. Suite 520 \* Tomball, TX 77375

Brian K. Stephens \* 979-220-1108 \* [b.stephens@ktventures.com](mailto:b.stephens@ktventures.com)

Kevin Thomas \* 281-908-4190 \* [k.thomas@ktventures.com](mailto:k.thomas@ktventures.com)

- Purchase Order Terms and Conditions, Attachment A, are made a part of this agreement as though fully set forth herein and are accepted by Contractor and Vendor.

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Vendor / Subcontractor

Date:



**05/30/25**

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**KT Ventures - TX, Inc.**

Date

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## **Attachment "A"**

### **Purchase Order Terms and Conditions**

1. These Purchase Order Terms and Conditions, and the Purchase Order, with any and all appendices, and/or exhibits attached hereto or otherwise issued KT Ventures - TX, Inc. herewith, by and between Contractor and Vendor and supersede and replace any and all prior discussions and agreements between the Parties. If any discrepancy, difference or conflict exists between the various provisions of the PO and these Terms and Conditions, These Terms and Conditions shall govern unless specifically referenced in the Purchase Order as modified by the parties.
2. Changes. Contractor may make changes to the PO at any time, and Vendor shall accept changes. Any changes to the Goods (as defined hereafter) shall be negotiated in advance by the Parties and agreed to in writing. If a change causes an increase or decrease in cost and/or time required for performance of the PO, an equitable adjustment shall be made and the PO shall be modified accordingly. If price, terms, shipping date or any other express condition of the PO cannot be achieved or met by Vendor, Contractor must be notified and accept in writing any variation prior to shipment or delivery.
3. Prices. Prices for conforming goods, items, materials or services specified in the PO (collectively, the "Goods") shall include any applicable transportation charges, insurance costs, shipping and handling fees, and taxes.
4. Payment and Title. Upon acceptance (as defined hereafter) of the goods pursuant to Section 9 herein, Contractor agrees to pay all amounts properly due within forty-five (45) days of receipt of Vendor's invoice, less any deposits paid to Vendor. Vendor shall invoice Contractor, and Contractor shall only be obligated to pay such invoice upon Delivery and Acceptance of all Goods ordered under the PO.
5. Delivery of Goods. If the PO does not specify a delivery date or schedule, Vendor shall provide the Goods as if time is of the essence. If Vendor anticipates a delay in the delivery of Goods, Vendor shall immediately notify Contractor. If delivery of the Goods is not complete by the delivery date, Contractor may, without liability and in addition to its other rights and remedies, terminate the PO by notice.
6. Shipping. Vendor shall substantially pack, mark and ship all Goods in a manner to secure lowest, reasonable transportation cost without compromising security and integrity of Goods, and in accordance with any shipping instructions contained in the PO and the requirements of common carriers. The Parties agree to assist each other in prosecution of claims against Carriers.
7. Acceptance. Prior to acceptance, title to Goods remains with Vendor, all risks of damage, injury, or loss thereto, or partial or complete destruction thereof, will be borne and assumed by Vendor. By way of clarification, Contractor retains the right to reject non-conforming Goods and shall not be obligated to Accept any non-conforming Goods.
8. Inspection. Payment for the Goods provided under the PO shall not constitute Acceptance thereof. Contractor may inspect and test such Goods and reject any or all items that are, in Contractor's sole and reasonable judgment, non-conforming. Goods rejected or supplies in excess of quantities ordered may be returned to Vendor at its expense. Failure by Contractor to inspect and/or test Goods shall not be deemed Acceptance by Contractor.
9. Warranty. In addition to Vendor's standard warranty relating to the PO are merchantable. Of good material and workmanship, free from defects not inherent in the kind specified, conforming to any prototype or samples previously furnished, conform to all specifications or other descriptions furnished to and approved by the Parties, comply with all applicable federal, state and local laws concerning health, safety and environmental standards.
10. In addition, Vendor warrants that Contractor shall have good and marketable title to all Goods (including components thereof) purchased pursuant to transactions contemplated by this PO, free of all liens and encumbrances and that no licenses are required for Contractor to use such Goods.
11. Cancellation. Contractor may, for any reason and at any time, at its option cancel any unshipped Goods. To the extent the PO covers stock Goods, Contractors' only obligation is to pay for Accepted Goods specifically manufactured or fabricated to Contractor's specifications. Vendor shall immediately cease all performance hereunder upon receipt of notice of cancellation and, if Vendor is not in default, Contractor shall reimburse Vendor of such Goods which have, at time of such cancellation, been wholly or partially manufactured. Upon payment, title to all such Goods shall pass to Contractor.
12. Risk of Loss. Vendor assumes all risk of loss of or damage to all Goods ordered and all work in progress, materials, and other items related to the PO until the same are finally Accepted by Contractor. Vendor assumes all risk of loss or damage related to any Goods, work in progress, materials, and other items rejected by Contractor until the same are received by Vendor or otherwise Accepted by Contractor.
13. Confidentiality. Vendor agrees to treat all drawings, specifications and other information furnished by Contractor in connection with this PO as confidential. Materials made or supplied in accordance with drawings or specifications applicable to the Goods ordered hereunder shall not be supplied to anyone other than Contractor without Contractor's prior written permission.

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