



# Purchase Order 08-22472501

Parkway C&A, L.P.  
1000 Civic Circle  
Lewisville, Texas 75067  
Phone: (972) 221-1979

**Project:** 08-22472 - CEC #205 Columbus, OH  
3886 Morse Road  
Columbus, Ohio 43219

## Test and Balance

<b>DATE CREATED:</b>	09/12/ 2022		
<b>BILL TO:</b>	Parkway C&A LP 1000 Civic Circle Lewisville, TX 75067 Jeremy Reynolds 469-470-2020	<b>SHIP TO:</b>	Chuck E Cheese #205 3886 Morse Road Columbus, OH 43219
<b>CONTRACT COMPANY:</b>	<b>NATIONAL TAB</b> PO BOX 40531 CINCINNATI, Ohio 45240 Phone: 513-860-2050	<b>CREATED BY:</b>	Jeremy Reynolds ( <b>Parkway C&amp;A, L.P.</b> )
<b>STATUS:</b>	Approved	<b>EXECUTED:</b>	Yes
<b>PAYMENT TERMS:</b>		<b>ASSIGNEE:</b>	No Assignee
<b>SHIP VIA:</b>		<b>DELIVERY DATE:</b>	
<b>DEFAULT RETAINAGE:</b>	10.0%		

**DESCRIPTION:**

**ATTACHMENTS:**

[National TAB Columbus.pdf](#)

#	COST CODE	DESCRIPTION	TYPE	AMOUNT
1	23-9000-__ - HVAC Testing		Miscellaneous	\$ 5,000.00
			Grand Total:	<b>\$ 5,000.00</b>

**Parkway C&A, L.P.**  
1000 Civic Circle  
Lewisville, Texas 75067

**NATIONAL TAB**  
PO BOX 40531  
CINCINNATI, Ohio 45240

\_\_\_\_\_  
**SIGNATURE** **DATE**

\_\_\_\_\_  
**SIGNATURE** **DATE**

Your signature acknowledges you accept our payment terms and insurance requirements. Our payment terms are 30 days from the invoice date provided your insurance certificate is in our office by the due date and meets all requirements. Your insurance certificate needs to be in our office at the time we process this purchase order. Our insurance requirements are General Liability, Workman's Compensation, Auto Coverage and listing coverage and provide endorsements CG2010 and CG2037. Limits are Two Million on GL and Auto, Five Hundred Thousand on Workers Compensation. Provide waiver of subrogation on Worker's Compensation. Labor (if any), materials and taxes must be listed separately when invoicing.

Notice: Invoices must be presented within 30 days of delivery of supplies or furnishing services.  
See purchase order terms and conditions.

"IT IS THE EXPRESSED INTENTION OF THE PARTIES THAT THE SUBCONTRACTOR INDEMNIFY AND PROTECT THE CONTRACTOR AND OTHER INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR OWN CONCURRENT NEGLIGENCE." Enter this order in accordance with the prices, terms, delivery method and specifications listed above. Please notify us immediately if you are unable to ship as specified. Please send all invoices to [Draws@pkwycon.com](mailto:Draws@pkwycon.com) or to your AP Coordinator.

### Purchase Order Terms and Conditions

1. **ACCEPTANCE:** Without releasing Seller of its obligations promptly to acknowledge receipt hereof this Purchase Order (the "Order") becomes a binding contract on the terms set forth herein when it is accepted by Seller either by acknowledgment or by commencement of performance hereunder. No revisions to this Order shall be valid unless accepted in writing and signed by an authorized representative of Buyer and no condition stated by Seller in accepting or acknowledging this Order shall be binding upon Buyer unless expressly accepted in writing by Buyer.
2. **CHANGES:** Buyer shall have the right at any time before completion of the Order to make changes in quantities, in drawings and specifications, in delivery schedules, and methods of shipment. If such changes cause an increase or decrease in Seller's cost or time of performance, an equitable adjustment of this Order shall be made by mutual written agreement. Unless there is agreement to an equitable adjustment at the time the change is directed, Seller must make claim in writing to Buyer not later than ten (10) days after the change is directed.
3. **BUYER'S CONTRACT WITH CUSTOMERS:** The work and material provided under this Order are for the performance of Buyer's contract with Buyer's customers, of which contract Seller has knowledge. All applicable provisions of Buyer's contract with Buyer's customers are incorporated herein by reference. Seller is obligated to Buyer under this Order to the same extent as Buyer is obligated to Buyer's customers under Buyer's contract with Buyer's customers and its specifications, drawings and other documents which concern the work to be done and material to be supplied under this order.
4. **WARRANTIES:** All materials and workmanship provided hereunder shall conform to applicable specifications, drawings and samples, shall be free from defects, and shall be fit for their intended use. These provisions are in addition to all other warranties implied by law or incorporated by reference. If any material or workmanship is defective or not in conformance with requirements of this Order, Buyer may at its option either require Seller to replace or correct rejected items or Buyer may procure replacement items or corrective work elsewhere. If Buyer requires Seller to do so, Seller shall promptly and at its own expense replace and correct any such defective or nonconforming material or work. If Seller fails promptly to do so, Buyer may procure replacement items or corrective work elsewhere. In all cases of defective nonconforming work or material, Seller shall also be liable to Buyer for all loss, expense and damage caused directly or indirectly thereby. The provisions of this clause are in addition to all other remedies of Buyer provided by law.
5. **INDEMNITY:** *Seller agrees to defend, indemnify and save harmless Buyer and Buyer's customers from and against any and all demands, claims, losses, liabilities and expenses including reasonable attorney's fees, arising out of or relating to the performance of this Order which are caused or alleged to be caused in whole or in part by any act or omission of Seller, regardless of whether it is caused in part by the negligence of Buyer or Buyer's customers. Such obligation to defend, indemnify and hold harmless shall include without limitations: (a) claims of infringement or violation of any copyrights, patent rights or similar rights; (b) claims of injuries and damage to property and persons, including death; (c) claims on account of actions or omissions by Seller, or any Seller's officers, agents, employees or servants; (d) claims due to defects in material, whether actual or alleged; (e) attachments, garnishments, executions and liens by creditors of Seller or others claiming to have acquired rights from or against Seller.*
6. **TIME OF PERFORMANCE DEFAULT:** Time is of the essence in Seller's performance of this Order. Seller is fully aware of the consequence, injury and damage to Buyer which can arise from any default or breach of Seller's obligations under this Order.
7. **TERMINATION DEFAULT:** Buyer has the right to cancel the Order or any part of the Order without penalty if delivery is not made on time(s) specified. Seller must notify Buyer if delivery date cannot be met. Penalties or additional costs incurred by Buyer because of Seller's delay or nonperformance shall be charged to the Seller. If the contract between Buyer and Buyer's customers contains any provision for termination for convenience by Buyer's customer, this Order may be terminated in whole or in part under the same terms and conditions as provided in said contract for like terminations by Buyer's customer.
8. **SUSPENSION OF SHIPMENT:** Seller shall, upon Buyer's request, suspend shipment of materials and/or performance of services hereunder for such period as Buyer may request.
9. **EQUAL OPPORTUNITY:** Seller will comply with all provisions of Executive Order No. 11246, or as amended or superseded, the rules, regulations and relevant orders of the Secretary of Labor and other rules and regulations as provided by law. Seller shall furnish all information and reports as may be required and will permit access to his books, records and accounts by the Buyer, governmental agencies and Secretary of Labor for the purpose of investigating compliance with such rules, regulations and relevant orders.
10. **JURISDICTION:** This Purchase Order shall be governed by and construed in accordance with the laws of the State of Texas.
11. **DISPUTES:** Any dispute arising under or relating to this Order shall be subject to arbitration under the Construction Industry Arbitration Rules of the AAA, with venue in Dallas, Texas. The prevailing party shall be entitled to costs and reasonable attorneys' fees.

4688