



South Central

9450 W Wingfoot Rd Houston, TX 77041
Ph: 832-590-5700

Purchase Order: S-1328/0002
Date: 11/10/23
Vendor: 1300773
Job: 1328
Pet Suites of America

TO: National Tab
1329 E Kemper Rd Suite 4210
Cincinnati, OH 45246

SHIP TO: 7510 Fry Road
Cypress, TX 77433

ATTENTION	FREIGHT TERMS	DATE REQUIRED	TERMS
			N30

INSTRUCTIONS	REQUESTER
	Justin Harr

DESCRIPTION	COST TYPE	COST CODE	UOM	QTY	UNIT PRICE	EXT PRICE
TEST AND BALANCES		509-000		1.000	5,000.00	5,000.00

Sub Total: \$5,000.00
Sales Tax: \$0.00
Freight: \$0.00
Purchase Order Total: \$5,000.00

Buyer: Melcy Mendoza



A Comfort Systems USA Company





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P.O. NUMBER S-1328/0002

PURCHASE ORDER TERMS AND CONDITIONS

1. All items furnished under this order shall be guaranteed by the Seller against defects of workmanship and materials. Seller agrees to replace, without charge to Purchaser, said defective material or equipment or remedy such defects latent or patent at Seller's expense, which may develop within one year from the date of acceptance by Owner or within the guarantee period stated in applicable specifications whichever is longer.
2. All material and equipment furnished under this order shall be subject to the approval of the Architect, Engineer, Owner, or any such other approving entity and Seller shall furnish the requested number of required submittal data or samples for approval in accordance with the SUBMITTAL INSTRUCTIONS. Seller's furnishing of required submittals shall evidence Seller's intent to meet the requirements of the project plans, specifications, and addenda, collectively referred to as the Contract Documents. In the event approval of the material or equipment as submitted is not obtained, Seller shall furnish material or equipment that complies with the Contract Documents without further cost to the Purchaser.
3. All items furnished hereunder shall be in strict compliance with the Contract Documents applicable to the contract of the Purchaser with the Owner or Owner's designated prime contractor and Seller shall, insofar as his material and equipment relates, be bound thereby in the performance of such contract.
4. Seller shall guarantee equipment under this order to produce capacities and meet design specifications and functions: (1) as called for in the plans, specifications, and addenda, (2) as herein set forth, and (3) as published or warranted by the manufacturer of the equipment involved. In the event the equipment does not meet the foregoing requirements, Seller shall immediately on notice replace same or remedy any deficiency without further cost to the Purchaser and further shall pay to Purchaser all consequential loss or damages resulting therefrom.
5. Seller's required warranties and guarantees as set forth herein are in lieu of any and all previous representations, either expressed or implied.
6. Seller hereby agrees to indemnify and hold harmless the Purchaser from and against all claims, liability, loss, damage, or expense, including attorney's fees by reason of any actual or alleged infringement of letters of patent or any litigation based thereon covering any article purchased hereunder.
7. Time of delivery of this order is of the essence and Purchaser reserves the right to cancel without cancellation cost, all or any part of this order, if not filled within the specified time.
8. This purchase order supersedes any and all written representations, inducements, or understandings of any kind or nature between the parties hereto relating to the project involved. No changes to this order will be accepted or approved unless amended or modified by an authorized representative of the Purchaser in writing. Order acknowledgements sent in response to this purchase order are not considered amendments or modifications to the terms and conditions contained herein unless signed by an authorized representative of the Purchaser.
9. Unless otherwise indicated, all orders are to be shipped full freight allowed and prepaid. Items shipped remain the responsibility of the Seller until received in good order by the Purchaser. Unscheduled deliveries may be rejected and Seller will be responsible for any additional delivery or demurrage charges from the carrier.
10. This purchase order, when accepted by the Seller, shall constitute a valid and binding contract and the substantive laws of the State of Texas shall govern any disputes arising therefrom. Venue for any such disputes shall lie exclusively in Harris County, Texas.

**Purchaser is an Equal Opportunity Employer subject to
Executive Order 11246. Section 503 and Section 4212**

9450 W. WINGFOOT RD ● HOUSTON, TEXAS 77041 ● OFFICE: 832.590.5700 ● FAX: 713.856.9720