



# Fanatics®

## PURCHASE ORDER

2292 Vantage St Suite 100

Dallas, Texas 75207

Telephone:

Facimilie:

TO National TAB  
1329 E Kemper Road Suite 4210  
Cincinnati, Ohio 45246

PURCHASE ORDER NO. 1023005PO002

DATE 6/6/2023

SHIP TO 3401 Olympus Blvd  
Dallas, Texas 75019  
Joe Bossey

PROJECT NO. 10-23-005

DELIVERY DATE \_\_\_\_\_

REQ BY: Rand Construction Corporation

CC:

F.O.B.

PO based on

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1.0	HVAC	\$7,000.00	\$ 7,000.00
<b>TOTAL</b>			<b>\$ 7,000.00</b>

PURCHASE ORDER NUMBERS MUST BE REFERENCED ON ALL INVOICES TO ENSURE PROPER PAYMENT.

This purchase order is subject to the provisions contained in Executive Order #11246 and any subsequent or related regulations regarding equal opportunity of employment. Further, the affirmative action clauses set forth in 41 CFR 60-250.4 and 41 CFR 60.741.4 relating to Disabled Veterans, Veterans of the Vietnam Era and Handicapped Individuals are hereby incorporated herein by specific reference.

**IMPORTANT:** Read all terms written on the back of this Order. Such terms and those set out on the face of the Order, upon acceptance by the Seller, constitute the Agreement between the parties.

**National TAB**

**Rand Construction Corporation**

(HEREIN REFERRED TO AS BUYER)

BY: \_\_\_\_\_

BY: Nichelle O'Quinn

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SECTION 1. Drawings/Specifications.** Seller agrees to furnish all materials and perform in a workmanlike manner to the satisfaction of Owner and Buyer and Architect and/or Engineer all work as described on the other side of this Purchase Order. Seller expressly warrants that such materials and work will be in exact accordance with this Order and with the General Conditions, Special Conditions, Contract Drawings and Specifications, pertaining to the Construction Contract, so far as applicable to this Order. Such warranty shall survive delivery, and shall not be deemed waived either by reason of Buyer 's acceptance of said materials or articles or by payment for them. Any deviations from this Order or specifications furnished hereunder, or any other exceptions or alterations must be approved in writing by Buyer.

**SECTION 2. Payments/Release of Liens.** All prices will be paid in current funds; subject to additions and deductions for changes as may be agreed upon. Payments on account are to be made in accordance with terms on the other side. Seller agrees, upon request, to give Buyer a Release of Lien or of the Right to a Lien arising out of past, present or future work on this Purchase Order on a form acceptable to Buyer and Owner, accompanied by such receipts or releases from Seller's material suppliers as may be requested by the Buyer or Owner, as a condition precedent for payment.

**SECTION 3. Changes/Termination.** Should Buyer require Seller to omit any work or make changes or additions for the account of Owner as provided under the Construction Contract or Specifications, or should there be a termination as provided by the Construction Contract, Seller agrees to an addition or deduction in this Purchase Order price, such to be arrived at in the manner provided for under the Construction Contract and Specifications and Seller shall not in any instance, have any greater right against Buyer for such omissions, extra work or additional compensation than Buyer shall have against Owner.

**SECTION 4. Delivery in Lots.** Buyer shall have the right to demand all of the materials or articles described at one time during the period stated on this Purchase Order or in portions from time to time during that period.

**SECTION 5. Extra Charges.** No additional charges of any kind, including charges for boxes, packing, cartage, or other extras, will be allowed unless specifically agreed to in writing in advance by Buyer.

**SECTION 6. Condition of Materials.** Until unloaded at the site, the good condition of the materials or articles delivered shall be at the risk of the Seller.

**SECTION 7. Cancellation.** Buyer reserves the right to cancel all or any part of the undelivered portion of this Order if Seller does not make deliveries as specified, time being of the essence of this Agreement, or if Seller breaches any of the terms hereof including, without limitation, the warranties of Seller.

**SECTION 8. Inspection and Acceptance of Materials and Articles.** All materials and articles shall be received subject to Buyer's right of inspection and rejection. Materials or articles which are defective or are not in accordance with Buyer's specifications will be held for Seller's instructions at Seller's risk. If inspection discloses that part of the materials or articles received are not in accordance with Buyer's specifications, Buyer shall have the right to cancel any unshipped portion of the Order. Payment for materials or articles prior to inspection shall not constitute acceptance thereof and will be without prejudice to any claims that Buyer may have against Seller.

**SECTION 9. Patents.** Seller warrants that no articles purchased hereunder infringe any letters patent granted by the United States and covenants and agrees to save harmless and protect Buyer, its successors, assigns, customers, and users of its product, against any claim or demand based upon such infringement and after notice to appear and defend at its own expense any suits at law or in equity arising therefrom.

**SECTION 10. Interpretation of Contract and Assignments.** This Agreement shall be construed according to the laws of the State of Virginia. This Agreement may not be assigned by Seller without Buyer's written consent.