

Atlas Sign Industries

Vendor Purchase Order Terms and Conditions

Atlas Sign Industries, has established the below listed Vendor Purchase Order Terms and Conditions to clearly define your responsibilities, as a certified Atlas Subcontractor. Acceptance of this Purchase Order constitutes acceptance of all of the Terms and Conditions stated herein. By executing complete or partial performance of our Purchase Order, you acknowledge and certify you have read and accept this entire list of Purchase Order Terms and Conditions and that you agree to abide by them, and that your company insurance meets or exceeds Atlas Sign Industries' insurance requirements.

- Vendors signed acknowledgement of the Purchase Order, or Vendors Shipment of Goods, Performance of Services, or Acceptance of Payment for Goods or Services shall conclusively affirm Vendors agreement to these terms and conditions whether or not you have returned our requested signed copy of the purchase order. If this Purchase Order is not signed and returned to Atlas as requested (whether by email, mail or fax), then Atlas, at its option, may cancel this Purchase Order at any time.
- To the extent that any project description document, attached hereto, if any ("Project Description"), quotation, order acceptance, confirmation, invoice or other document of Vendor contains conflicting, differing or additional terms from the terms and conditions herein, then the terms and conditions herein will take precedent, priority, and control. All such conflicting, differing or additional terms are rejected by Atlas, are considered a material alteration hereof, and shall have no effect unless expressly agreed to in writing by Atlas.
- Copies of all permits applied for on behalf of Atlas Sign Industries, will be forwarded to the appropriate Atlas Project Manager within 5 days of receipt of permit.
- Any and all damage found on any Atlas product shipment received, must be reported immediately, while carrier is on still on site if possible, to your Atlas Project Manager. Multiple photos must be taken showing the external damage to the crating and subsequent interior damage to the sign. Note on shipping document that shipment arrived with "visible damage" and have the driver sign the document too. All Atlas supplied product will be opened, test lighted, and inspected for concealed damage within 48 hours after receipt. Any damage reported beyond the 48 hour window will become the responsibility of the subcontractor.
- Any charges additional to the scope of work and Purchase Order amount, must be communicated to, and agreed in writing in advance by Atlas Sign Industries. In the event that Change Orders have been issued, the Invoice in question must match a total of Purchase Orders and Change Orders. Any deviation from this condition will result in non payment for the charges in question.
- All installations are to be scheduled and confirmed with the Atlas Project Manager at least 24 hours prior to the installation taking place. Under no circumstances are installations to be scheduled directly with Atlas' customer or site representatives.
- Assessment of jobsite conditions is the responsibility of the subcontractor. If exploratory trips are required to check electrical circuits, wall conditions, access, etc. it is incumbent on the subcontractor to perform such actions. Jobsite delays that should have been investigated initially before arriving will not be an acceptable deviation from Atlas' installation schedule.
- Communication is the key to yours and Atlas' success. Upon arrival at a jobsite, you must check in with the Branch Manager, Facility Manager or Person in Charge, to notify them of your presence, and assure them of no disruption to their daily business. Further, you are required to check with them upon departure, receive signed Job Completion Form, and assure their satisfaction prior to leaving the jobsite.
- Safety on and around the job site is paramount with Atlas Sign Industries. You must, at a minimum, put out safety cones that encompass the work zone and stretch caution tape from cone to cone to insure your safety as well as the public who might be in the vicinity of your work zone. If your installation is taking place during normal working hours for the customer ensure you have left a safe entrance and exit lane so customers can still access the building. Insure your crew abides by all applicable OSHA safety codes.
- All removed signage, material scraps, installation debris and packaging, must be disposed of properly, leaving the installation site clean. If appropriate, approved and "allowable" trash receptacles are not available or usable at the jobsite, all such debris must be removed from the jobsite by the subcontractor and disposed of properly.
- All installations performed require completion photos of each sign installed. Normally, a minimum of three photos is required of all illuminated signs installed, one that is taken from a distance so that the elevation can be identified, one close up that shows the complete sign and one from behind the face showing the wiring of the sign. Zooming in to make a "close up" shot from a distance, is not acceptable unless the shot from a distance shows an obstruction that would prevent a close up shot. Specific programs (and service work) may also require repair and or night photos as with the new installations. Submission of all relevant jobsite photos must be submitted electronically to Atlas within 48 hours of completion of the job. Failure to submit will result in payment delay or forfeiture of payment.
- All Atlas installations require a Job Completion Form/Customer Sign Off. This completed form must be submitted within 48 hours of completion of the job. Failure to submit will result in payment delay or forfeiture of payment.
- As an Atlas sub-contractor, you are required to guarantee your materials and workmanship for a period of one (1) year from completion and acceptance of the project. Under our one (1) year manufacturing guarantee, the sub-contractor agrees to honor the ballast/transformer warranty from the original manufacture. Labor and other materials necessary to perform warranty work is to be billed to Atlas Sign Industries. Upon notice of an outage from Atlas Sign Industries, the sub-contractor agrees to complete the initial service call within 48 hours of contact.
- Submit within (7) days of job completion, your itemized invoice matching your PO format, to payables@atlasbtw.com and also copy your project manager or project coordinator. Failure to comply with this condition will result in payment delay or forfeiture of payment. Insure you have all documents required on your purchase order so that there will be no delay in processing your invoice for payment. Identify on your Invoice the purchase order number. All Atlas installations require a properly completed Release of Lien to be submitted with your invoice. Atlas Sign Industries standard payment terms are NET 60.
- To the fullest extent permitted by law, the Subcontractor expressly agrees to defend, indemnify and hold harmless the Contractor, our client or the project owner, the architect, and the engineer and their respective officers, directors, agents, and employees herein called the "indemnities" from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property caused in whole or in part by any act, omission, or default by the Subcontractor or its sub-subcontractors, materialmen, or agents of any tier or their employees, arising out of this Agreement or its performance, including any such damages caused in whole or in part by any act, omission, or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Sub-contractor or its sub-subcontractors, materialmen, or agents of any tier or their respective employees. Provided however that any claim for indemnification for damages caused in whole or in part by any act, omission or default by indemnitee(s) shall be limited to the amount of Sub-contractor's insurance or \$1 million per occurrence whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to this Agreement and it part of the project specifications or the bid documents. The indemnification obligations under this Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Sub-contractor under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Sub-contractor or of any third party to whom Sub-contractor may subcontract a part or all of the Work.