Purchase Orders

PENNSYLVANIA CONVENTION CENTER
1 CONVENTION PLACE
1101 ARCH STREET
HOUSE LOADING DOCK
PHILADELPHIA PA 19107
USA
Telephone No. **Ext.**
Fax

Purchasing Center PCCA
PO No. 32253
Release No. 0
Order Date 2/ 9/2012
Request Status
Revision No. 0.00

Vendor ID COMMER02
VENDOR Commercial Flooring Syst Inc
P.O. Box 13700-1208

Philadelphia PA 19191
USA
Contact
Telephone No. **Ext.**
Fax (000) 000-0000 Ext. 0000

SHIP TO Finance Dept.
House Dock, 13th & Race Sts.

Philadelphia PA 19107-2299
USA
Telephone No.

INVOICE TO DENNY CUTLER (PA CONVENTION CENTER)
1 CONVENTION PLACE
1101 ARCH STREET

PHILADELPHIA PA 19107
USA

Freight Terms
Ship Via
Freight Carrier

CONFIRM TO DENNY CUTLER
1 CONVENTION PLACE
1101 ARCH STREET

PHILADELPHIA PA 19107
USA

Payment Terms
Shipping Terms

Item	Qty / Unit / Due Date	Item No./Service Code / Cost Center / Account Code	Vendor's Item No. / Description / Specifications	Receive To ID / Unit Cost $	Total Cost $
1	1.0000 LOT 2/ 9/2012	Dining Area Carpet 025-14735	Furnish & install dining area carpet per 1/13/12	34,095.0000	34,095.0000
2	1.0000 EA 2/ 9/2012	Carpet Leveling Coat 025-14735	Leveler and primer for ceramic tiles	9,050.0000	9,050.0000

Subtotal	$	43,145.00
Tax Charge	$	0.00
Shipping	$	0.00
Misc.	$	0.00
Order Total	$	43,145.00

Approval **Date**

Vendor to provide labor and material to carpet 300 level food service area in Plum Martini carpet tiles per Vendor proposal dated 1/13/2012. Installation to include embossing leveler and primer option.
This purchase is based on the PA Commonwealth contract.

PENNSYLVANIA CONVENTION CENTER AUTHORITY PURCHASE ORDER

Commencing performance of or accepting this Purchase Order shall constitute an acceptance by Vendor of each of the terms and conditions hereof and shall form a contract under the Uniform Commercial Code (hereinafter the "UCC"). The Pennsylvania Convention Center Authority (hereinafter the "PCCA") shall not be bound by any additional or different terms.

TERMS AND CONDITIONS

1. Time/Place of Delivery. The goods shall be delivered to PCCA at the time and place specified in the "Shipping Destination/Ship to Instructions". Vendor shall give PCCA 72 hours' notice prior to making any delivery and shall make all deliveries within normal business hours (9:00 a.m. - 4:00 p.m.) except those deliveries which Vendor may agree to deliver at a time other than normal business hours as may be requested only by PCCA or a duly authorized agent of PCCA.

2. Method of Tender. Vendor shall tender all goods at the time and place specified herein for delivery. Vendor shall prepay all transportation charges. If transportation of the goods is undertaken by an entity other than Vendor, Vendor shall be responsible for and will handle all claims against such entity for shortages, damages, theft and other such occurrences.

3. Identification/Risk of Loss. Identification of the goods under §2-501 of the UCC shall occur as soon as this offer is accepted by Vendor. Risk of loss of the goods shall pass to PCCA at the time the goods are actually received by the PCCA.

4. *Title.* Title to the goods shall remain with Vendor until the PCCA has actual physical possession of the goods.

5. Purchase Price. The Purchase Price to be paid by PCCA shall be as specified on the front of this Purchase Order, subject to Section 10 hereof. PCCA shall not accept responsibility for payment of overshipments, goods not delivered due to any shortages, omission, miscalculation, negligence, theft, etc. or otherwise non-conforming shipments. PCCA's count shall be accepted as final and conclusive for all shipments.

   If Purchase Price is omitted and is not covered by a blanket order or agreement, this order is to be filled at the lower of (i) the price last quoted or charged or (ii) the lowest prevailing market price.

6. Time of Payment. Invoices will not be processed for payment until PCCA has received goods, has inspected same and has determined that they are conforming goods in accordance with Section 10. Invoices shall be considered as dated the day they are received by PCCA. Invoices received by the last day of any month shall be paid on or about the 15th day of the succeeding month.

   [If goods are to be delivered in installments, Vendor shall prepare a separate invoice for each installment and PCCA shall pay an amount representing the price of conforming goods delivered in each installment in accordance with this Section 6.]

   With respect to invoices covering mechanical equipment and similar goods which cannot be immediately put into operation, PCCA reserves the right to withhold from payment of such invoice either (i) retainage of 10% of the amount thereof pending approval of the operation of such equipment and/or goods or (ii) such other amounts, and for such other periods, as may be specified in the documents furnished by PCCA in connection with its "Invitation to Bid" (if applicable).

7. *Method of Payment.* PCCA shall pay for the goods by check. Payments on cash discount items will be rendered less any applicable cash discount.

8. Statements of Account. Vendor shall send monthly statements of account to PCCA drafted in a form which adequately illustrates the type of goods exchanged under this Purchase Order and the costs of and payments made for such goods as well as any other pertinent information which may be relevant to the transaction.

9. Warranties. Vendor warrants that all items covered by this Purchase Order conform to the blueprints, samples, drawings, plans, or other descriptions (collectively, Specifications) furnished or specified by PCCA and are merchantable, of good material and workmanship, and free from defect. In the event Specifications are furnished by Vendor and accepted by PCCA, Vendor further warrants that such goods are fit for their intended purpose. Vendor agrees that PCCA shall have the benefit of all manufacturers' warranties and guaranties, express or implied, issued on or applicable to the goods and Vendor authorizes PCCA to obtain the customary services furnished in connection with such warranties and guaranties. This Purchase Order incorporates by reference any and all representations, warranties (express or implied and whether oral or in writing) and other promises made by Vendor prior to or at the time this Purchase Order is deemed accepted, including those contained in bids, brochures, catalogues, advertisements, owner's manuals, or any other publications in which Vendor has made representations regarding its goods and/or equipment.

10. Right of Inspection.
    a. *Prior to Delivery*. PCCA shall have the right, but not be obligated, to inspect the goods at Vendor's facility prior to their delivery in accordance with Section 1 hereof. Should any inspection or test by PCCA indicate a failure to meet the Specifications, PCCA may reject such goods found to be non-conforming. Such non-conforming goods shall not be delivered to PCCA and PCCA shall have no obligation to pay the Purchase Price therefor.
    b. *Upon Delivery*. Within a reasonable time after delivery of the goods to PCCA in accordance with Section 1, notwithstanding any inspection pursuant to Section 10a. hereof, PCCA shall have the right to inspect the goods to determine their conformity with the Specifications. If all or any part of the goods are found to be non-conforming, PCCA may reject such non-conforming goods, whereupon such rejected goods promptly shall be removed from PCCA premises by Vendor at Vendor's cost and the Purchase Price with respect to such rejected goods either shall be refunded by Vendor if already paid, or shall be reduced if still owing.
    c. In the case of 10a or 10b of this Section, if PCCA so directs in writing, Vendor shall promptly replace such non-conforming goods with goods conforming to the Specifications at a cost not to exceed the Purchase Price on the front of this Purchase Order. All direct and incidental costs of rejecting and removing such non-conforming goods shall be borne by Vendor.

11. *Remedies*. PCCA and Vendor shall have all remedies afforded to each by the UCC and any other rights and remedies available under applicable law.

12. Other Representations, Warranties and Covenants.
    a. *By Vendor*. Vendor represents, warrants and covenants that: (i) it has complied with all Federal or State laws with respect to the manufacture and/or sale of the items or materials covered by this Purchase Order; and (ii) this Purchase Order will constitute a legally binding obligation of Vendor, enforceable in accordance with its terms except as such enforceability may be limited by insolvency, bankruptcy, moratorium and reorganization and other similar laws affecting creditors' rights generally.
    b. *By PCCA*. PCCA represents, warrants and covenants that: (i) it is authorized under the laws of the Commonwealth of Pennsylvania to enter into the transactions contemplated hereby and to carry out its obligations hereunder; and (ii) acceptance of this Purchase Order by Vendor will result in this order being a legally binding obligation of PCCA, enforceable in accordance with its terms except as such enforceability may be limited by insolvency, bankruptcy, moratorium and reorganization and other similar laws affecting creditors' rights generally.

13. Insurance. In the event Vendor shall, under the terms of this Purchase Order, be required to perform labor or services at PCCA's premises or the job site including but not limited to deliveries for which Vendor will be on

PCCA premises, Vendor shall procure and maintain, at its own expense, the following insurance with a rating of at least "A-": Workman's Compensation in the required statutory limits; Comprehensive General Liability, including contractual liability, completed operations and products liability with a combined single limit for personal injury/property damage of $1,000,000; Auto Insurance in the amount of $1,000,000 per occurrence; and such other insurance, in such amounts, as the PCCA may, in its sole discretion, require. The foregoing insurance shall name PCCA, the Commonwealth of Pennsylvania, and the City of Philadelphia as additional insureds with the exception of Workman's Compensation. Vendor shall notify PCCA at least thirty (30) days prior to cancellation or non-renewal of any insurance required under this Purchase Order.

14. Indemnification. To the fullest extent permitted by law, Vendor shall indemnify and hold harmless PCCA, the Commonwealth of Pennsylvania, and the City of Philadelphia and any officers, directors, employees, agents and licensees of PCCA, the Commonwealth of Pennsylvania, or the City of Philadelphia (the "Indemnified Party") from and against all claims, damages, losses and expenses, arising from or relating to the undertaking of Vendor hereunder or any defect(s) in the materials, equipment or goods furnished, provided such claims, damages, losses and expenses are caused in whole or in part by any negligent act or omission of Vendor or anyone for whose acts Vendor may be liable, or provided Vendor may be held responsible for same under products liability law or under other applicable legal or equitable principles. Vendor further agrees to assume the defense of any suit brought against the Indemnified Party and to protect the Indemnified Party from all costs, damages and expenses arising out of claims for copyright, trademark, or patent infringements in the use, either by itself or its customer, of the items or materials covered by this Purchase Order.

15. No Discrimination. No discrimination shall be made against any employees, or in the employment of any applicant because of age, race, color, creed or national original, and Vendor agrees to comply with Section 711(a) of Title VII of the Civil Rights Act of 1964, all Executive Orders dealing with Equal Employment Opportunity, as the same may be amended from time to time, and further agrees to comply with all of the provisions of any and all documents furnished by PCCA in connection with its "Invitation to Bid" pertaining thereto.

16. Waiver. Waiver by either Vendor or PCCA of a breach by the other of any term or condition of this Purchase Order shall not be deemed a waiver of future compliance with all terms and conditions hereof nor a waiver of compliance regarding any obligations under prior Purchase Orders for which the entirety of the goods have not been delivered. All terms and conditions of this Purchase Order shall remain in full force and effect as to future performances and obligations.

17. Modification. No agreement or other understanding in any way modifying this Purchase Order shall be binding upon PCCA unless made or accepted by PCCA in writing. This order shall be subject to modification, amendment and/or cancellation by PCCA in event of fire, accident, strike, Government acts or other conditions beyond PCCA's control. PCCA shall promptly provide to Vendor written notice of the occurrence of such events requiring such modification, amendment and/or cancellation.

18. Cancellation.
    a. If the subject matter of this Purchase Order (or any design, prototype, drawing, or other sample) is subject to prior review and approval by PCCA or any representative or agent designated by it, PCCA may cancel this Purchase Order upon its determination that such design, prototype, drawing or sample does not conform to any applicable project specifications and PCCA shall have no further obligations or liability hereunder.
    b. If PCCA has physically received Vendor's goods and after a period of use has reasonably determined that such goods do not adequately conform to its needs, PCCA may cancel future installments or deliveries of the goods without any further obligation to the Vendor other than the payment for goods used or in use by PCCA and not returned to Vendor.

19. Assignment/Delegation. Vendor shall neither assign any right or interest in this contract, nor delegate any obligation owed by it hereunder without the prior written consent of PCCA. Any attempted assignment or delegation by Vendor absent PCCA's consent shall be wholly void and totally ineffective for all purposes.

20. Acknowledgment of Collateral Assignment. Vendor acknowledges and agrees that PCCA may collaterally assign PCCA's interest in this Purchase Order to the Commonwealth of Pennsylvania, or the City of Philadelphia. Vendor hereby consents to such assignment and agrees to execute such documents or instruments as PCCA may request to evidence such assignment.

21. Interpretation/Parol Evidence. This writing is intended by the parties as a final expression of their agreement with respect to the subject matter hereof, subject only to (i) the terms and conditions set forth in any documents furnished by PCCA in connection with its "Invitation to Bid" (if applicable) and (ii) consistent terms and conditions of the accepted bid. Whenever a term defined by UCC is used in this Purchase Order, the definition contained in the UCC is to control.

22. Applicable Law. The contract resulting from the acceptance of this Purchase Order is to be governed by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania, including without limitation the Uniform Commercial Code as then in effect in the Commonwealth of Pennsylvania.