

**SUPPLIER CONTRACT AGREEMENT**

**CONTRACT NO.: Job #-Contract #**  
**PROJECT NAME: name**  
**COST CODE: Cost Code**

This Agreement, made and entered into this Day day of Month, 2011,  
Between: **Titan Building Company, Inc. 2445A So. 179<sup>th</sup> Street, New Berlin, WI 53146-2150** herein  
called Contractor or (TBC),

And Supplier, Address, City, State Zip herein called Supplier.

Shipping Address: Address, City, State Zip

Supplier shall furnish all materials, supplies, and other accessories and services required to provide all Description in strict compliance with the Construction Documents for the above referenced project and the Terms & Conditions contained herein.

- Drawings dated,
- Specifications,
- Addendum, 0 thru 0
- BP# - WC# see exhibit 0B0

The agreed amount for this work will be as follows including all costs for delivery, sales & use taxes.

- Base Bid Value: (\$Contract Amount)
- Alternate # ; (\$Contract Amount)

The Supplier hereby agrees to commence work under this contract immediately and to complete this work according to the project schedule.

The Supplier hereby agrees to provide all submittals (Shop Drawings, Spec Data, MSDS, samples, etc.) as required by Construction Documents to obtain approval prior to fabrication or release of all materials.

Contractor agrees to have the Supplier paid in current funds for the performance of the contract subject to additions and deductions which will be administered by Change Order.

All billings/ Invoices for the above-mentioned work and requested changes are to reference Job Name & Contract Number and are to be submitted to Contractor on/or before the 25th of each month. All multi division contracts or contracts greater then \$20,000 will require billings to be submitted on AIA G702/703 format.

Accepted by:

Vendor \_\_\_\_\_  
SUPPLIER

Titan Building Company, Inc. \_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
PRINTED NAME/TITLE

David A Petrie, President \_\_\_\_\_  
PRINTED NAME/TITLE

\_\_\_\_\_  
SIGNATURE/DATE

\_\_\_\_\_  
SIGNATURE/DATE

## TERMS AND CONDITIONS

1. All materials and services furnished to the Contractor shall be subject to all of the provisions, terms, and conditions stated herein. As used herein, the term "Supplier" includes any Supplier or Supplier of labor, materials, or services; and the term "work" includes the furnishing of labor, materials, or services. The term Contractor shall mean Titan Building Company Inc.
2. Supplier shall be fully accountable for the full performance of the work on the above project and shall provide his work in workmanlike manner to the satisfaction of Contractor and the Architect according to the true intent and meaning of the general conditions, plans, specifications, and contract documents, and in the event of any doubt or questions arising respecting the same, the decision of the Architect shall be final and conclusive. Supplier is bound to Contractor by the general conditions, plans, specifications, and contract documents, and will assume toward Contractor all the obligations and responsibilities Contractor assumes toward the Owner.
3. Supplier admits that said plans and specifications are sufficient for their intended purpose and that the work can be successfully and completely executed in accordance therewith, without any additional cost to Contractor or the Owner.
4. Unless otherwise specified herein, Supplier shall assume all charges and expenses for boxing, crating, cartage, patterns, tools and dies required for the performance of the work.
5. Changes may be made in the work, whereupon the contract sum will be adjusted accordingly. All such changes and adjustments must be in writing and approved in writing by Contractor.
6. Supplier will promptly begin said work as soon as requested by Contractor and will carry forward and complete the work as rapidly as Contractor may judge that the progress of the project will permit. Should Supplier neglect to execute the work properly, or fail to perform any provision of this contract, Contractor, after 48 hours notice to Supplier, may, without prejudice to any other remedy he may take, make good the deficiencies and may deduct the cost thereof from any payments due Supplier, or, at his option, may terminate this contract and take possession of all materials, tools, and appliances and finish the work by such means as he sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to Supplier. But if such expense exceeds such unpaid balance, Supplier, shall pay the difference to Contractor, Supplier agrees that if he shall delay the material progress of the work so as to work any damage directly or indirectly to Contractor, Supplier shall be liable therefore and shall make good to Contractor any such damage, or at Contractor's option Contractor may withhold said sums from any payment due Supplier.
7. Supplier shall as stated in the specifications, conform strictly to the codes, laws, and ordinances enforced in the locality where the project is erected.
8. Should Contractor discontinue the erection of said project, on account of the Owner or their agents failing to comply with their contract with Contractor or for any other cause not the fault of contractor, then Supplier shall discontinue work for such time as he may be required to by such cause, and proceed again at such time as shall be requested by Contractor, but should such suspension be continued and the project not be completed by Contractor, Supplier shall be entitled to payment for so much of said work as he performed or finished, at such price as said work is worth in proportion to the total work to be done under this contract, at this contract price, and no further compensations or damages. Should Supplier be delayed on account of material to be furnished by Contractor, or any other delay caused by Contractor, the same shall not be grounds for Supplier for claim of damages or extra compensation. This provision shall not prevent the Supplier from claiming any damages which he might have against the Owner by virtue of such suspension or cancellation. Should Supplier be delayed on account of material to be furnished by the Contractor, Owner, Construction Manager, or any other delay caused by Contractor, Owner, and Construction Manager, the same shall not be grounds for Supplier for claim of damages or extra compensation, however, the only adjustment will be time. Time adjustment will be defined as a shifting of time frame equal to the delay and not an addition to duration of the work function.
9. Supplier shall re-execute any work that fails to conform to the requirements of this contract and that appears during the progress of the work, and shall remedy any defects due to faulty materials or workmanship which appear within a period of one (1) year, or more as specified in the Contract Documents from the date of Substantial Completion of the project. Supplier shall be responsible for costs related to removal and replacement of said faulty materials whether by Supplier or by others.
10. Supplier shall provide, both in the shops and at the project, sufficient, safe, and proper facilities at all times for the inspection of the work by the Owner, Architect, and Contractor, or the authorized representative of any of them, and must upon request of Contractor produce all vouchers showing quality of materials used.
11. Supplier shall, when called upon by Contractor, report the general progress of the work at the project or elsewhere, and he shall furnish a competent representative while the Supplier's work is in progress to represent Supplier for the purpose of receiving notices, orders, and instructions.
12. Lien Waivers: Supplier shall furnish to Contractor, on request, waivers of lien for all of his laborers and material prior to each month's payment and in the event Supplier does not pay its material or laborers, Contractor is authorized to pay directly to such material or laborers and deduct from Supplier's installment.

## **TERMS AND CONDITIONS Continued**

13. Supplier shall maintain such insurance as will protect him from claims under workmen's compensation acts and from claims for damages to persons or property which may arise from and during operations or delivery under this contract. Certificates of such insurance shall be filed with Contractor if he so requires.
14. Supplier shall not assign this contract or sublet it as a whole without the written consent of the Contractor. This instrument contains the entire contract between the parties and there are no promises or agreements other than those herein set forth.
15. Contractor shall have the right at any time to require Supplier to furnish bond covering the faithful performance of this contract. Unless otherwise agreed, the premium for such bond shall be paid by Contractor. If a bond is required by Contractor subsequent to the signing of this agreement, and Supplier is then unable to procure such bond, this contract may at the option of the Contractor be canceled forthwith without Contractor being liable for damages to Supplier therefore.
16. The Supplier shall indemnify and save harmless the Owner, Architect, and Contractor against any and all claims and demand for damages to the property of any person, firm, or individual and for personal injuries (including death) arising out of or caused, in whole or in part, by the execution of the work whether the damages or injuries be sustained by any employee or Supplier, Contractor, Owner, or Architect, or otherwise and whether said claims or demands arise or are made under any provision of any Workman's Compensation Act or their law or statute or otherwise. Until completion and final acceptance of the work, Supplier shall secure and pay for Workman's Compensation on Supplier's employees as required by law and shall maintain liability insurance against all claims for damages for personal injury or death suffered by persons other than employees and growing out of the execution of the work. The Supplier agrees to carry property damage insurance in such amounts as are deemed necessary and such other insurance as might be required by the specifications. A certificate of such insurance including a 15 day notice of cancellation clause by the insurance companies involved shall be furnished to the Contractor.
17. The Supplier shall pay all applicable state and local sales taxes unless otherwise specified in the description of the work herein.
18. The cash discount period shall commence on the date of receipt of proper invoice/billing. Invoice/Billings incorrectly or incompletely executed will be returned for correction or completion and the discount period shall not commence until properly executed invoice/billing is received.
19. Contractor/Owner will not accept or pay any interest or late payment charges applied by Supplier.
20. Supplier agrees to provide Contractor a minimum 24 hour notice prior to all deliveries.
21. Delivery shall not be deemed complete until materials have actually been received by TBC, notwithstanding any agreement to pay freight, express or other transportation charges and the risk of loss or damage in transit shall be upon Supplier, regardless of any direction by TBC to use any particular method of transportation.
22. All labor, material, equipment, and operations used in fulfillment of this contract must comply with the Occupational Safety and Health Act of 1970, as revised and all other current Federal, State, and local regulations which apply. The Supplier shall be required to meet all the safety requirements of the contractor even if they exceed the Federal requirement.