



Terms and Conditions

The purchase order set forth hereof issued All Access Building & Property Management, LLC (hereinafter "Contractor"), and accepted by Subcontractor, is made expressly subject to the following terms and conditions which are hereby incorporated into and made a part of said purchase order, sometimes referred to herein as "the contract or 'the agreement.'"

1. Subcontractor agrees to provide the materials and labor described in said purchase order free of any defects in a workmanlike manner and in strict accordance with the plans and specifications for said project; a copy of which has been or will be provided to Subcontractor at his request and which are incorporated herein by reference.
2. Also incorporated herein by reference are the General Conditions of the contract between the General Contractor and the Owner of said project, and Subcontractor hereby agrees to be bound to Contractor by said General Conditions in the same manner and to the same extent as the General Contractor is bound to the Owner, except as the same may be modified herein.
3. Subcontractor shall provide said materials or labor in a timely fashion so as not to delay progress of said construction project, and Subcontractor shall be held fully liable for any delays caused by its failure to meet said schedule; except when said failure is due to an act of God or other cause completely outside Subcontractors control.
4. Subcontractor hereby authorizes Contractor to withhold from payments due it the same percentage, and for the same period, that retainage being regularly withheld from Contractor's payments by the Owner. Contractor is further authorized to withhold from sums owing Subcontractor sufficient amounts to indemnify it against any losses or liabilities which it may incur as a result of Subcontractor's failure to fully perform its obligations hereunder.
5. The Subcontractor shall indemnify and hold the Contractor and the Owner, their agents and their employees harmless from and against all claims, losses, liabilities, and expenses, including attorney's fees, arising out of or in any manner caused by, connected with, incidental to or resulting from the Subcontractor's performance of this Subcontract of the presence of the Subcontractor's employees and/ or agents or its subcontractors at the construction site, regardless of whether such claim, damage, loss, liability or expense is caused in whole or in part by a party indemnified hereunder.
6. Contractor shall notify Subcontractor in writing of any defects or inadequacies in the labor or materials provided hereunder. Subcontractor shall have five (5) days from the date of receipt of such notice to correct such defect. If no corrective action is taken by Subcontractor within the allotted time, then Contractor may retain third persons to correct such defect and back charge Subcontractor for the cost thereof. Acceptance by Contractor of material or payment by Contractor for labor and materials shall not be construed as approval of quality or workmanship and shall not constitute a waiver of the rights set forth herein.
7. Subcontractor hereby agrees to comply fully and completely with any and all federal, state and local statutes, regulations or executive orders: 1) precluding employment discrimination on the basis of race, color, religion, national origin, sex or age; or 2) requiring affirmative action to eliminate under-utilization of minorities, to the extent the same are applicable to Subcontractor.
8. Subcontractor hereby agrees to comply fully and completely with all state and federal fair labor standards laws and federal safety laws (OSH.A) and shall indemnify and hold harmless Contractor from any loss or damages resulting from Subcontractor's failure to comply.
9. Subcontractor shall obtain and maintain, at its own cost, public liability insurance, property damage insurance, and workmen's compensation insurance (or the equivalent) in amounts satisfactory to Contractor and shall furnish certificates of insurance upon request.
10. Should there be any delay in the delivery of the equipment, material or supplies described in said purchase order due to shortages, work stoppages, slow downs, strikes, picketing, or boycotts; then, without waiving or in any way diminishing any other rights hereunder, Contractor shall have the right to cancel said purchase order upon giving twenty-four (24) hours written notice of its intention to do so.
11. When labor is included in said purchase order, Subcontractor shall at all times provide a sufficient number of skilled workers to perform the work covered by said purchase order with promptness and diligence and in a workmanlike manner and without delay.
12. Subcontractor is responsible for cleaning and/or removing finger marks, smudges, stains, etc. caused by its forces. Subcontractor is also responsible for removal of its debris to a location designated by Contractor.
13. Notwithstanding any provision herein to the contrary, including paragraph 2, no dispute or claim of any nature arising out of or relating to said purchase order or the performance thereof will be subject to arbitration. Subcontractor agrees that it will not commence any action in law or equity against Contractor or its sureties on bonds, because of any matter relating to or arising out of said purchase order, except in a court of competent jurisdiction in the State of Connecticut.
14. In the event that it becomes necessary for Contractor to retain an attorney as a result of any breach by Subcontractor hereunder, then Subcontractor shall be liable for reasonable attorney's fees so incurred, as well as any damages resulting from said breach.
15. Neither this contract, nor any part hereof, may be assigned by Subcontractor without the express, written consent of Contractor.
16. Additional requirements of this purchase order and this construction project, peculiar to this Subcontractor, are made a part hereto with the same effect as if fully set forth herein.
17. This contract, and the documents expressly incorporated by reference, constitute the entire understanding of the parties and may only be amended in writing executed by both parties hereto.
18. This contract is with Contractor and no other party. Communications concerning the work hereunder shall be directed solely to Contractor and not to the project's Owner, Architect or Engineer.
19. This contract shall be binding upon Subcontractor's executors, administrators, successors and assigns.
20. The interpretation of this contract, and the rights and liabilities arising hereunder, shall be governed by the laws of the State of Connecticut.

Date

Subcontractor – Vendor Signature