



PURCHASE AGREEMENT

JOB NUMBER: @@@@

DATE: @@@@

PROJECT NAME: @@@@

ISSUE TO: @@@@

PURCHASE AGREEMENT NO. @@@@ This number must appear on all packages, mail and paper

@@@@
@@@@

Contact: @@@@
Phone: @@@@
Email: @@@@

JOBSITE MAILING ADDRESS:

W. M. Lyles Co.

@@@@
@@@@

Contact: @@@@
Phone: @@@@
E-mail: @@@@

JOBSITE SHIPPING ADDRESS:

W. M. Lyles Co.

Jobsite Address
@@@@

INVOICE ADDRESS: W. M. Lyles Co.
P. O. Box 4377
Fresno, CA 93744

Please enter our order for the following, subject to conditions and instructions, named herein. **Important - This order is not valid until this Purchase Agreement has been signed and returned.** This order will require submittal data to be submitted and approved prior to any procurement or fabrication. This order expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by Seller are rejected unless expressly assented to, in writing by, W. M. Lyles Co. ("Buyer"). **Please sign and return this Purchase Agreement within five (5) business days.**

ENTIRE AGREEMENT: The phrase “Contract Documents” is defined to mean the plans, specifications and other contract documents attached to, or incorporated into the prime contract, and also include but not limited to:

- A. This Purchase Agreement and all attachments hereto;
- B. Standard Terms and Conditions dated June 2014 attached hereto;
- C. The Prime Contract and Notice to Proceed between Owner and Contractor;
- D. The Project Plans, Schedule, Specifications and any issued Addenda;
- E. All applicable permits and licenses;
- F. All documents incorporated by reference in any of the documents listed above.

Furnish the following per the Contract Documents, as specifically described in Specification Section # - Description.

WML Phase No. @@@@ (Optional)

Qty	Unit	Description - Taxable Items	Unit Cost	Total Cost
1	LS			\$ -
		Sales Tax at 8.25%		\$ -
		Subtotal Taxable Items Including CA State Sales Taxes		\$ -
Qty	Unit	Description - Non-Taxable Items	Unit Cost	Total Cost
1	LS	Optional Checkout, Adjust for Service, and Training		\$ -
1	LS	Shipping FOB Jobsite		\$ -
		Subtotal Non-Taxable Items		\$ -
		Subtotal Taxable Items Including CA State Sales Taxes	\$	-
		Subtotal Non-Taxable Items	\$	-
		Total Amount of Purchase Agreement	\$	-

Specific Inclusions:

@@@@

Specific Exclusions:

@@@@



OPERATIONS AND MAINTENANCE MANUALS: Seller shall furnish Operation and Maintenance Manuals with as-built drawings in accordance with the Contract Documents. These manuals must be submitted prior to shipment of all items. Submit @@@ (#) copies of Preliminary O&M manuals for Engineer's approval within @@@ (#) days after Seller's receipt of approved submittals, and prior to shipment of all items. O&M's shall comply with the Contract Documents, including Specification Section #@@@.

SPARE PARTS AND SPECIAL TOOLS: Seller is to provide spare parts and/or special tools as specified by Owner or recommended by Seller at no additional cost to W. M. Lyles Co.

INSTRUCTIONS:

1. Execute original and acknowledgment copy and return both to Buyer:
W. M. Lyles Co.
@@@@@
@@@@@
2. **Send all Submittals, O&M Manuals, and Project Correspondence to:**
W. M. Lyles Co.
@@@@@@@@@@@
[Redacted]

with any Contract Document

Buyer's obligation to pay

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