PURCHASE ORDER

This Purchase Order is issued through the Centrana platform by the customer identified below ("Customer") to the vendor, contractor, supplier or service provider identified below ("Vendor") for the goods, services or work described herein.

1. Purchase Order Information

   Purchase Order Number: [Auto-generated or insert number]

   Source ID: [Insert Source ID]

   Requested By: [Insert name]

   Department / Cost Center: [Insert department or cost center]

   Approval Status: [Pending / Approved / Rejected / Closed]

   Purchase Order Date: [Insert date]

   Required Delivery or Completion Date: [Insert date, if applicable]

   Service Location / Delivery Location: [Insert site name and address]

2. Vendor Information

   Vendor Name: [Insert vendor legal name]

   Vendor Contact: [Insert contact name]

   Vendor Email: [Insert email]

   Vendor Address: [Insert address]

3. Description of Goods or Services

   Vendor shall provide the goods, materials, equipment, services or work described below:

   Description / Scope: [Describe goods, services, work, deliverables, quantities, specifications and any applicable service requirements.]

   Applicable Work Order, if any: [Insert Work Order number]

   Applicable Asset or Equipment, if any: [Insert asset, equipment or system]

   Special Instructions: [Insert delivery instructions, access requirements, safety requirements, documentation requirements or other instructions.]

4. Pricing and Amount Authorized

   The authorized amount under this Purchase Order is as follows:

   Pricing Type: [Fixed Fee / Unit Price / Time and Materials / Not-to-Exceed / Estimate Only]

   Subtotal: $[Insert amount]

   Taxes: $[Insert amount, if applicable]

Shipping / Handling: $[Insert amount, if applicable]

Total Authorized Amount: $[Insert amount]

Not-to-Exceed Amount, if applicable: $[Insert amount]

Vendor shall not exceed the total authorized amount or any not-to-exceed amount without Customer's prior written approval through Centrana or another written method accepted by Customer.

5. <u>Delivery and Performance</u>

Vendor shall deliver the goods or perform the services by the required delivery or completion date, if one is stated above. Vendor shall promptly notify Customer of any delay, shortage, substitution, change in pricing or other issue that may affect performance under this Purchase Order.

Customer is not required to accept substituted goods, additional services or changed pricing unless approved in writing by Customer.

6. <u>Changes</u>

No change to this Purchase Order is binding unless approved by Customer in writing. Changes may include adjustments to scope, quantities, specifications, pricing, delivery dates, service locations or payment terms.

7. <u>Invoicing</u>

Vendor may invoice Customer only after the applicable goods have been delivered or the applicable services or work have been completed, unless Customer has expressly approved a different invoicing milestone or advance payment arrangement in writing.

Vendor's invoice must reference the applicable Purchase Order reference, Source ID, service location or delivery location and any other information reasonably required by Customer. Vendor must submit each invoice within [60] days after delivery of the goods or completion of the applicable services or work, unless a different period is stated in the Purchase Order or an applicable agreement.

Invoices must be submitted through the invoicing method designated by Customer, which may include submission through Centrana if enabled by Customer.

Customer may reject or delay payment of any invoice that does not reference the correct Purchase Order information, is not timely submitted, is submitted before the applicable goods are delivered or services or work are completed, is not submitted through the invoicing method designated by Customer or exceeds the approved amount without proper authorization.

8. <u>Payment</u>

Payment shall be subject to Customer's review and approval of the applicable invoice and confirmation that the goods, services or work have been received, completed or accepted. Unless otherwise stated in an applicable agreement or approved by Customer, payment terms shall be [Net 30] days from Customer's receipt of a proper invoice.

9. Acceptance

Customer may inspect and accept or reject any goods, services or work provided under this Purchase Order. Customer may reject goods, services or work that are incomplete, defective, nonconforming, unauthorized or not performed in accordance with this Purchase Order.

Vendor shall promptly correct, replace or reperform rejected goods, services or work at Vendor's cost.

10. Compliance and Safety

Vendor shall comply with all applicable laws, codes, rules, regulations, permits and safety requirements in connection with this Purchase Order. Vendor shall also comply with reasonable site rules, access requirements, security procedures and operating instructions communicated by Customer.

11. Vendor Responsibility

Vendor is responsible for the acts, omissions, supervision and performance of its employees, subcontractors, suppliers and agents. Vendor shall provide properly trained and qualified personnel and shall perform all services in a professional and workmanlike manner consistent with industry standards.

12. Insurance

If Vendor will perform services at a Customer site, access Customer property or perform work that may affect Customer's facilities, equipment or operations, Vendor shall maintain insurance coverage appropriate for the work being performed, including workers' compensation as required by law and commercially reasonable general liability coverage.

Upon request, Vendor shall provide evidence of such insurance.

13. Confidentiality

Vendor shall not disclose Customer's nonpublic business, operational, technical, financial or site information except as necessary to perform under this Purchase Order or as required by law.

14. Existing Agreement

If Vendor and Customer are parties to a separate master services agreement, vendor agreement, supply agreement, maintenance agreement or other written contract covering the goods, services or work, this Purchase Order shall be governed by that agreement. In the absence of such agreement, this Purchase Order will be governed by the Standard Vendor Services Agreement located here: Standard Vendor Services Agreement. If there is a conflict between this Purchase Order and such agreement, the agreement shall control unless this Purchase Order expressly states otherwise.

15. No Additional Vendor Terms

Any terms included in Vendor's quote, proposal, invoice, website, portal, confirmation, packing slip or other document are rejected and shall not apply unless expressly agreed to in writing by Customer.

16. Authorization

By accepting this Purchase Order, shipping goods, starting work or providing services, Vendor agrees to comply with this Purchase Order and any applicable agreement between Vendor and Customer.

Customer Approval:	**Vendor Acceptance:**
By: ____________________________	By: ____________________________
Name:	Name:
Title:	Title:
Date:	Date: