

ZECO, INC.

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CSLB License No. 1031463 · DIR Registration No. 2000004820

Standard Terms · Rev.
August 2026

Purchase Order — Standard Terms and Conditions

These terms apply to every Purchase Order ("PO") issued by Zeco, Inc. ("Buyer") to a material or equipment supplier ("Seller") for a public-works project (the "Project"), together with the project-specific terms printed on the face of the PO. By quoting to Zeco, Inc., and again by acknowledging a PO, Seller accepts these terms.

TERMS AND CONDITIONS

- 1. Material supply only.** Unless the PO states otherwise, the PO is for off-site manufacture and delivery of materials; installation is by Zeco, Inc. and its subcontractors. Where the Project is subject to a Project Labor Agreement / Community Workforce Agreement, off-site supply is furnished under the applicable supply exemption.
- 2. Payment.** Standard public-works payment terms apply — net thirty (30) days from receipt of a correct invoice for material delivered and accepted at the Project site, unless the face of the PO states otherwise. No deposit, advance payment or prepayment applies and no bond is required of Seller unless expressly stated on the PO.
- 3. Submittals.** All submittals required by the Contract Documents for the material supplied shall be furnished to Zeco, Inc. within fourteen (14) calendar days of the PO date. No material shall be released for fabrication until submittals are approved by the Owner.
- 4. Deferred submittals and engineering.** Where sealed engineering is required (shade structures, play equipment, foundations, etc.), calculations and drawings shall be stamped by a California-registered Professional Engineer and furnished in time for the Owner's deferred-submittal and permit process. References in Seller's documents to out-of-state engineers are void.
- 5. Lead times and delivery dates.** Lead times stated in Seller's quote are acknowledged and incorporated. Seller shall confirm firm ship dates in writing within ten (10) days of the PO and shall notify Zeco, Inc. in writing immediately of any change. Seller is responsible for delay damages caused by late delivery, including liquidated damages assessed against Zeco, Inc. under the prime contract at the daily rate stated on the face of the PO, together with any resulting costs.
- 6. Price is firm.** Upon Seller's acknowledgement, the price stated on the PO is firm for the duration of the Project and is not subject to escalation, surcharge or re-quote. Sales tax is fixed at the rate shown; any increase is for Seller's account unless imposed by law and documented. Seller's acknowledgement of the PO constitutes reinstatement and confirmation of Seller's quote notwithstanding any stated quote expiration.
- 7. Closeout data.** O&M data, warranties and manufacturer's installation instructions shall be submitted prior to delivery.
- 8. Deviations.** Any deviation from the plans and specifications must be noted in writing and approved by Zeco, Inc. prior to delivery and prior to final payment.

9. **Delivery.** Ninety-six (96) hours' notice prior to delivery is required. Deliveries are scheduled with the Zeco, Inc. superintendent and made to the Project site or the Zeco, Inc. yard as stated on the PO. Zeco, Inc. will offload unless the PO states otherwise. Freight charges for changes to delivery location or for storage after order placement require prior written approval.
10. **Warranty.** Minimum one (1) year manufacturer's warranty on all manufactured products, or the longer period required by the Contract Documents, transferred to the Owner at acceptance. Early delivery shall not shorten the installed warranty period.
11. **Order of precedence.** Seller's standard terms and conditions are accepted only to the extent they do not conflict with the PO and the Contract Documents for the Project. In the event of conflict, the PO and the Contract Documents govern.
12. **Title, risk and compliance.** Title and risk of loss pass on acceptance at the delivery location. Seller shall comply with all applicable laws, including Buy America / domestic-content requirements where stated in the Contract Documents, and shall furnish certified invoices or material certifications when requested by the Owner.

Notice to bidders and suppliers. Quotes submitted to Zeco, Inc. for any project are deemed to accept these terms and the Zeco, Inc. Standard Subcontract Agreement and Exhibits published at zeco-inc.com/terms. Exceptions must be stated in writing with the quote; exceptions not stated are waived.

ZECO, INC. (Buyer)

SELLER — ACKNOWLEDGED AND ACCEPTED

By / Printed name & title / Date

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