

**CONTRACT CONDITIONS**

**GENERAL**

1. Prior to the initiation of any work, the following items must be delivered to this office:
  - a. One properly executed copy of the Purchase Agreement.
  - b. One properly executed copy of the Contract Conditions.
  - c. One properly executed copy of the Safety Conditions.
  - d. A current Certificate of Insurance indicating carriage of Worker's Comp and General Lia. Insurance.
  - e. Vendor's Federal ID Number.
2. All subcontractors are required to carry Worker's Comp, General Liability and Automobile Liability (including hired and non-owned vehicles). The minimum limit on General Liability insurance shall be \$1,000,000.00 for each occurrence. The certificate of insurance must indicate that Primax Construction, Inc. and **Owner** are included as additional insured with respect to all work performed on their behalf on their General Liability policy. In addition, should any of the above-described policies be cancelled before the expiration date, the issuing company must provide thirty (30) days advance written notification of such cancellation. Furthermore, cancellation of any insurance policy does not release subcontractor of any contractual responsibility with regard to losses or claims.
3. The subcontractor represents that it has made itself aware of all applicable federal, state and local statutes, ordinances and regulations as well as any industry accepted safety practices, and it will inform, train and supervise its employees with respect to such laws and safety practices. The subcontractor shall also be responsible for assuring that any subcontractors or independent contractors, which the subcontractor may employ, will comply with the same standards and practices required of the subcontractor. Violation of such statutes, ordinances, regulations or safety practices shall be considered a breach of this contract and any related or resulting fines or injuries shall be the responsibility of the subcontractor.
4. No changes will be made to this agreement unless agreed to by both parties and specified in an executed Change Order.

**BILLING AND PAYMENT**

5. Proper submission of invoices will result in expeditious payment:
  - a. Fax invoices are not acceptable.
  - b. All invoices must be addressed to Primax Construction, Inc. and sent to our office in Pinehurst, NC.
  - c. It is the vendor's responsibility to deliver invoices to this office.
  - d. Each invoice must indicate the job name and the Purchase Agreement number.
6. Joint Checks – Primax Construction will honor joint check arrangements upon receipt of a signed agreement between the parties. Prior to payment, each party will be required to provide the information and lien releases as addressed in sections 2 and 7, respectively.
7. An executed, notarized lien release from sub-contractors will be required before payment is made and may be handled in one of two ways:
  - a. Submit completed lien release with each invoice; or
  - b. Sign lien release when picking up check from the superintendent at the job site.
8. Normal payment terms are net payment within thirty (30) days from receipt of correctly submitted invoice. Special payment terms must be specified and approved in advance in the purchase agreement or by an executed Change Order.
9. Unless special arrangements are made, payments are distributed via mail by close of business each Friday.
10. Payment for Change Orders is subject to verification of completion of the work as determined by a Primax Construction representative in writing at Primax Construction representative's sole discretion.
11. Final payment will not be made until applicable warranties have been provided. Send warranties to Primax Construction, Inc. to the attention of the project manager. Unless specified otherwise, warranties shall be made out to the owner of record: **(Owner name and address)** Please reference the particular job warranted and the location.

Subcontractor's failure to comply with all items listed in the Purchase Agreement and General & Safety Conditions will be considered as breach of contract and subcontractor will be responsible for attorneys fees incurred by Primax Construction, Inc. enforcing any provision of the contract.

Vendor: \_\_\_\_\_ Certificate of Insurance attached? Yes \_\_\_ No \_\_\_  
Name/Title

By: \_\_\_\_\_ Federal ID #: \_\_\_\_\_