

Southern California Edison Company **[SAMPLE AGREEMENT]**
PURCHASE ORDER – EVAPORATIVE COOLER BULK PURCHASE

SHIP TO:

MARK FOR:
 Mail the copy of all shipping papers to destination shown above.

DATE	PURCHASE ORDER NO.
SUPPLIER CODE	COMM/SERV. CODE
REQUISITION NO.	ACCOUNTING LOC.NO.

Please indicate the **PURCHASE ORDER NUMBER -1** on all invoices, packages, correspondence, shipping papers and inquiries.

MAIL ORIGINAL INVOICE & A COPY TO:
 ACCOUNTS PAYABLE DIVISION
 P.O. BOX 700
 Rosemead, CA 91770
 If in any way unable to comply with the requirements of this order, notify the Procurement Agent in writing immediately.

Corp. Y TN/SSN

PROCUREMENT AGENT	TELEPHONE NUMBER 626-302-	F. O B.
APPLICABLE TERMS/CONDITIONS - DATE SEE BELOW		TERMS OF PAYMENT NET 30 DAYS AFTER RECEIPT OF INVOICE
REQUIRED AT EDISON LOCATION BY SEE BELOW		CONFIRMED WITH AND DATE
VIA		DOCUMENT I.D.

STRICT ADHERENCE TO THE PROVISIONS OF THIS PURCHASE ORDER IS REQUIRED. IF ANY CONFLICT ARISES REGARDING INVOICE INSTRUCTIONS OR OTHER SECTIONS OF THE PURCHASE ORDER, PLEASE CONTACT THE PROCUREMENT AGENT IDENTIFIED ON THE FIRST PAGE.

GENERAL DESCRIPTION

Furnish Edison's requirements for evaporative coolers in support of Edison's Low Income Evaporative Cooler Installation Program as requested by the Energy Efficiency Low Income Division of Edison's Customer Service Business Unit.

TOTAL AUTHORIZED AMOUNT

The total authorized amount of this Purchase Order is \$xxxx, plus applicable taxes.

Freight charges and storage cost are included in the total fixed price.

TERMS AND CONDITIONS

This Purchase Order shall be governed by Edison's General Terms and Conditions identified as I-FPM dated 12/10/91, which are incorporated herein by this reference including the following Year 2000 Compliance

Warranty.

The applicable terms and conditions as referenced, are hereby incorporated and made part of this Purchase Order. No change shall be made to the price, terms and conditions, specified requirements or schedules of this Purchase Order without written authorization of the Procurement Agent. Additional costs resulting from work done or material supplied without such authorization may be denied.

Southern California Edison Company

By _____
FOR THE MANAGER OF PROCUREMENT MATERIAL MANAGEMENT

DISTRIBUTION Supplier, Acceptance, PO File, Accounts Payable, Acct. Loc.

YEAR 2000 COMPLIANCE

Year 2000 Warranty. Licensor hereby represents and warrants to SCE and agrees that the [Software/Hardware/Equipment], and any piece, part, component or system thereof, and/or Work provided hereunder will (a) at the time of delivery or performance be and will remain Year 2000 Compliant and (b) not fail to meet, or to be delivered in accordance with, all the requirements and specifications of the Purchase Order, as a result of any failure of Licensor or of its operations, suppliers, software, hardware or equipment to be Year 2000 compliant. In order for the [Software/Hardware/Equipment] and Work to be Year 2000 Compliant, it must (i) accurately process date/time data (including, but not limited to, calculating, comparing, sorting, sequencing and calendar generation), including single century formulas and multi-century formulas, from, into, within and between the twentieth and twenty-first centuries, including all dates and leap year calculations, and will not malfunction or generate abnormal endings, incorrect values or invalid results involving such date/time data; (ii) accurately interface with other software, hardware or equipment, as necessary and appropriate, in order to supply, receive, process or transmit date/time and other data; (iii) provide that date/time-related functionality, date/time fields and any user input interfaces include a four digit year format and/or other appropriate indication of century; (iv) not cause any of SCE's other software, hardware or equipment that SCE deems to be otherwise Year 2000 compliant to fail to be Year 2000 compliant; and (v) not cause any of SC-E's other software, hardware or equipment that SCE deems to be otherwise Year 2000 ready to fail to be Year 2000 ready. For purposes of the Purchase Order, SCE shall deem software, hardware or equipment to be "Year 2000 compliant" if it has been or is determined by SCE to accurately process date/time data from, into, within and between the twentieth and twenty-first centuries including all dates and leap year calculations. For purposes of the Purchase Order, SCE shall deem software, hardware or equipment to be "Year 2000 ready" if it has been or is determined by SCE to be suitable for continued use into the Year 2000 and beyond.

2. Warranty Controlling. In the event of any conflict or apparent conflict between any other provisions of the Purchase Order or the terms and conditions of any other contract or agreement among the parties and the terms and conditions hereof, the terms and conditions of this Year 2000 Warranty shall control. Nothing in this Year 2000 Warranty shall be construed to limit any rights or remedies SCLE may otherwise have under any other provision of the Purchase Order, or under any other contract or agreement among the parties.

EFFECTIVE PERIOD

This Purchase Order shall be effective for Material requested from _____ **[to be determined]** through _____ **[to be determined]**, inclusive.

DETAILED DESCRIPTION [_____] [to be determined]

Item No.	Quantity	Price Per	Description
1		_____	[to be determined]
2		_____	[to be determined]
3		_____	[to be determined]

Southern California Edison Company

ESTIMATED QUANTITIESEDISON REPRESENTATIVE

Edison's Representative for requesting the release of Material against this Purchase Order is (program manager), phone (626) 302-xxxx.

INVOICE INSTRUCTIONS

Prior to payment, all invoices shall be approved by the Edison Representative or a designated representative.

invoices shall separately identify sales or use taxes.

Invoices shall not be submitted in advance of the shipment and shall not be dated prior to the shipment date.

Mail an original and one copy of all Invoices to the following address:

Southern California Edison Company
Accounts Payable Division
P.O. Box 700
Rosemead, CA 91770

In addition to the invoice instructions printed above, **one additional copy** of all Invoices shall be submitted to:

Southern California Edison Company
2131 Walnut Grove Avenue
Rosemead, CA 91770
Attn: Program Manager – Evaporative Cooler Bulk Purchase

If prices, pricing format or pricing components are different from that stated in this Purchase Order, payment may be delayed due to necessary validation of the invoice.

FAILURE TO COMPLY WITH THESE INVOICE INSTRUCTIONS OR ANY OTHER TERMS AND CONDITIONS OF THE PURCHASE ORDER MAY RESULT IN ADJUSTMENT OR REJECTION OF THE INVOICE(S).

PAYMENT

Payment shall be made within 30 days after the date each invoice is received in Edison's Accounts Payable Division.

Southern California Edison Company

DELIVERY INFORMATION

Edison shall furnish the shipping instructions to Supplier.

After shipment is made, forward copies of Bill of Lading to:

Southern California Edison Company
ATTN: Program Manager
2131 Walnut Grove Avenue
Rosemead, CA 91770

All shipments must contain a packing list showing Purchase Order number, release number, quote number, material code numbers (when applicable), quantity shipped and any quantities back ordered.

UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL BUSINESS CONCERNS OWNED AND CONTROLLED BY SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS

By this reference, the requirements of Public Law 95-507, 15 USC 637, dated October 24, 1978, are incorporated herein and made a part hereof. A copy of this document is available upon request from the following address:

Southern California Edison Company
Supplier Diversity Program
P. O. Box 800
Rosemead, CA 91770

ACCEPTANCE COPY REQUIRED

Unqualified acceptance of this order and its terms and conditions is required. Any changes, exceptions or different terms proposed by Supplier are hereby rejected unless expressly agreed to by the Procurement Agent and confirmed by a Change Order. Acceptance may occur in any manner and by any method reasonable under the circumstance, including but not limited to:

1. Supplier's signature on the Acceptance Copy of this Purchase Order,
2. Delivery of the material or performance of the service (in whole or in part),
3. Edison's receipt of an invoice for the material or for performance of the service (in whole or in part), or
4. Supplier's acceptance of payment for the material or services performed (in whole or in part).

The Acceptance Copy of the Purchase order shall be returned to the Procurement Agent (identified on the Purchase Order) at the following address:

Southern California Edison Company
Procurement Agent
8631 Rush St.
Rosemead, California 91770

Accepted by:

Date:

Southern California Edison Company

Southern California Edison Company

General Terms and Conditions
(Fixed Price Purchase of Material)

1. Edison – Defined as Southern California Edison Company acting as principal in its own behalf and as agent for any participating owners in the facilities for which the Material is intended.

Supplier --Defined as the entity to which the Purchase Order is addressed.

Material – Defined as the equipment, material, parts, supplies, documents or other items to be furnished by Supplier as set forth in the Purchase Order.

2. When requested, Supplier shall provide Edison with manufacturing schedule and delivery status and shall allow Edison access to Supplier's facility to verify such status.
3. Supplier shall be responsible for the loss or damage to Edison's property while it is in Supplier's custody.
4. Any unresolved dispute between Supplier and Edison shall be brought to the attention of Edison's Procurement Agent for resolution. If such parties cannot agree, the matter shall be brought to the attention of Edison's Manager of Procurement and Material management for final resolution.
5. If Supplier anticipates that jobsite services such as installation assistance, trouble shooting or warranty repair shall be required, Supplier shall notify Edison's Procurement Agent.
6. All material shall be new. Surplus, used, or refurbished Material shall be permitted ONLY if it is so specified in the Purchase order.

If surplus or refurbished material is not specified in the Purchase Order, Supplier warrants that the Material furnished under the Purchase Order: a) is manufactured by the Supplier or another company specified in the item description; b) is manufactured of new, never used components; c) is not in any way refurbished; and d) was not acquired by Supplier through the surplus market.

Notwithstanding any other provision of the Purchase Order, Supplier shall indemnify and hold harmless Edison for any damages resulting from Supplier's noncompliance with the requirement for new material.

7. Edison may inspect or test the Material for compliance with the Purchase Order, and may withhold all or a portion of the price for any non-complying Material until it is corrected.
8. Supplier warrants that the Material shall be free from defects in materials and workmanship for a period of 1 year after delivery to Edison's "ship to" location. Supplier, at its expense including shipping charges, shall promptly correct or replace such defective Material upon notification from Edison. The manufacturer's warranty and distributor's warranty shall be passed on to Edison.
9. The Material shall comply with the applicable codes, standards and laws. Supplier shall comply with the applicable requirements of Executive Order 11246 of September 24, 1965 and the applicable regulations promulgated thereunder.

10. Supplier shall mail to Edison a Material Safety Data Sheet (MSDS) for each chemical-type product (e.g., lubricants, solvents, paints, cleaners, inhibitors, etc.) covered by this Purchase Order within 30 days after the Purchase Order date or at least 5 days prior to the first shipment, whichever occurs first. In addition, an MSDS shall accompany each shipment. A revised MSDS's shall be mailed whenever the formulation or evaluation of a product is changed.

All MSDS's shall comply with the Federal (29 CFR 1910, 1200) and California (8 CAC 5194) OSHA Hazard Communication Standards and shall include, but not be limited to, the following data: (1) Date of MSDS preparation, (b) Edison's Purchase Order Number, (c) The applicable Edison Material Code stated on the Purchase Order, (d) Supplier's and manufacturer's catalog number of the product and its container size and type, and (e) list of all ingredients.

All MSDS's shall be addressed as follows: Southern California Edison Co., ATTN: MSDS Program, Occupational Safety & Health Division, Post Office Box 800, Room 178, Rosemead, California 91770.

11. Prior to shipment, Supplier shall label all containers of hazardous materials, as defined by the State of California's and the Federal Government's OSHA programs. Such labels shall include, as a minimum:
- (a) The specific chemical identity of the substance,
 - (b) If the product is a mixture, list the components present in concentrations of 1% or more, or 0.1% or more if a carcinogen,
 - (c) The name, telephone number, contact and address of the manufacturer, importer or other distributor,
 - (d) Warning statements of the substance's Flammability, Corrosivity, Toxicity, Reactivity, Primary routes of bodily entry and Target Organs affected,
 - (e) Emergency and first aid procedures,
 - (f) The potential for fire and/or explosion,
 - (g) Any generally known precautions for safe use and handling of the substance.

These labels shall be clearly legible and capable of withstanding normal shipping and handling hazards while maintaining legibility of ALL information printed thereon. Any containers received without said label, or with illegible information thereon, is subject to rejection and, at the sole discretion of Edison, may be returned to the Supplier, at Supplier's expense.

12. If any action or proceeding is brought against Edison because of infringement of any patent or proprietary rights arising out of use of the Material, Supplier shall, at its expense and with concurrence by Edison, defend such action or proceeding, procure for Edison the right to use, or shall replace or modify as approved by Edison, such infringing work or give a satisfactory bond.
13. Neither party shall be liable to the other for any incidental or consequential damages whatsoever arising out of the Purchase Order including, but not limited to, loss of anticipated profits or revenue, or under-utilization of labor and facilities.
14. Edison may terminate the Purchase Order at any time. Supplier and Edison's Procurement Agent shall negotiate an equitable settlement of the costs incurred to date of termination.
15. The Purchase Order shall be interpreted, governed and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.
16. The Purchase Order contains the entire agreement and understanding between the parties. The Purchase Order supercedes all prior representations and discussions pertaining to the Purchase Order. Any changes, exceptions, or different terms and conditions proposed by Supplier or contained in Supplier's acknowledgement of the Purchase Order, are hereby rejected unless expressly stated in the Purchase Order or incorporated by a Change Order.