

PURCHASE AGREEMENT

Page 1 of 1



18240 North Bank Rd.
Roseburg, OR 97470
P: 541-496-3541
F: 541-496-0803
E: service@romtec.com

Proposal Date

1/8/2026

Meinig Memorial Park Pavilions Project

Customer: City of Sandy
Tiana Rundell
39348 Pioneer Blvd
Sandy, OR 97055



Oregon CCB#: 192589

Quantity	Building Proposal Description	Extended Price
1	Romtec Pavilion #1 - "Design & Supply ONLY" per Romtec Drawings and Scope of Supply & Services dated 11/18/2025	\$ 106,756.00
1	Romtec Pavilion #2 - "Design & Supply ONLY" per Romtec Drawings and Scope of Supply & Services dated 11/18/2025	\$ 80,188.00
1	Romtec Pavilion #3 - "Design & Supply ONLY" per Romtec Drawings and Scope of Supply & Services dated 11/18/2025	\$ 91,775.00
Sourcewell DISCOUNT: Available only to members of Sourcewell.		9.00% \$ (25,085.00)
Freight/Packaging to:		Sandy, OR \$ 5,607.00
ROMTEC INC. SUPPLY SUBTOTAL		\$ 259,241.00

Romtec Pavilion #1 - "Installation ONLY" per Romtec Drawings and Scope of Supply & Services dated 11/18/2025	\$ 56,299.00
Romtec Pavilion #2 - "Installation ONLY" per Romtec Drawings and Scope of Supply & Services dated 11/18/2025	\$ 41,505.00
Romtec Pavilion #3 - "Installation ONLY" per Romtec Drawings and Scope of Supply & Services dated 11/18/2025	\$ 43,929.00
ROMTEC INC. INSTALL WORK SUBTOTAL	\$ 141,733.00

ROMTEC INC. PURCHASE ORDER TOTAL \$ 400,974.00

***Sales or Use Tax is not included in the above price. Sales or Use taxes may be required for your project depending on state and local requirements.**

*The price above is valid for thirty (30) days from the proposal date. If the Customer has not returned the signed Purchase Agreement within thirty (30) days of the proposal date, Romtec, Inc. reserves the right to update the price to reflect cost changes.

*The price above requires that the customer release the order for production within ninety (90) days of the proposal date. If, for any reason, Romtec, Inc. has not received formal Notice to Proceed with Production within ninety (90) days of the proposal date, Romtec, Inc. reserves the right to update the price to include inflationary cost changes.

*Romtec charges 2% of total contract value for the bonding rate (if required). Unless specifically stated in the above quote, this amount is not included in the total amount shown, and may be applicable at the time of invoice.

The prices quoted herein and anticipated lead times are based on the current tariff rates, duties, government charges, trade regulations, and product availability as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority in a manner that affects Romtec or any of Romtec's applicable suppliers/vendors for this order, Romtec reserves the right to adjust the pricing and delivery schedule of the affected goods to reflect the increased costs and/or lead times.

The price above is contingent on the use of this Purchase Agreement only. Any proposed modifications to the terms or use of an external purchase agreement may result in a price increase. Signing this form is explicit acceptance of the Terms & Conditions.

Customer/Owner Authorized Signature

Date

Romtec Inc. Authorized Signature

Date

Customer/Owner Printed Name

Romtec Inc. Printed Name

Credit, Invoicing, and Payment

1. For all purchases whereby Romtec's customer (Customer) is not pre-paying one-hundred percent (100%) of the total contract value, Romtec, Inc. (Romtec) will provide a Schedule of Values for the project based on the available project info, including but not limited to the Customer's credit report, any applicable bond info provided by the Customer, and the mutually agreed project schedule. Customer agrees to promptly provide project info upon Romtec's request, including but not limited to the Customer's legal info and billing address with accounts payable contact info, the project site address(es), and a copy of any applicable payment bond(s).
2. Customer may submit payments via check, wire transfer, or credit card (Visa, MasterCard, Discover or American Express). A separate fee will be charged for payments exceeding \$20,000 made by credit card.
3. For all purchases whereby the Customer is not pre-paying one-hundred percent (100%) of the total contract value, Romtec is effectively extending credit terms to the Customer by providing the Schedule of Values. Romtec reserves the right to modify the Schedule of Values based on changes to the customer's credit info, bond info, failure by the Customer to pay as agreed, or any other relevant info in Romtec's sole discretion.
4. Unless otherwise specifically included in the Romtec Purchase Agreement, tax amounts for sales, use, consumption, value added, or other goods/services related taxation is not included in the purchase price. Sales tax for goods is assessed at the time of delivery, so any sales tax amount included in the purchase price and/or Schedule of Values is an estimate only until the time of delivery.
5. Notwithstanding any external agreements between Customer and a project owner (Owner) or other entity, Customer's payment(s) to Romtec are not conditional upon Customer receiving payment from any other entity or per any external terms. Romtec may in its sole discretion coordinate the Schedule of Values to accommodate Customer payment preferences or Customer's external obligations, but no external terms shall affect the agreed Schedule of Values, payment terms, purchase agreement terms & conditions, or any other aspect of the purchase agreement unless explicitly agreed in writing by both Customer and Romtec.
6. Unless otherwise specifically agreed in the Schedule of Values or in writing, Customer payments to Romtec are due Net 30 of invoice date.
7. If the Customer fails to make timely payment(s) as agreed, past due amounts shall bear interest and Customer agrees to pay interest at the rate of fifteen percent (15%) per annum, or the highest rate allowed under applicable law, with interest accruing beginning at the original payment due date. Romtec may also require pre-payment of any remaining payment milestones as a condition of Romtec's continued performance.
8. For all Customer accounts that are fifteen (15) days or more past due, Romtec may in its sole discretion withhold performance of Romtec's obligations under the purchase agreement until the Customer's account is fully paid and in good standing. Notwithstanding any terms herein, the Romtec warranty period will not be affected or tolled.
9. If the Customer fails to pay as agreed for any reason, the Customer shall be liable to pay Romtec upon demand for any costs, expenses, and damages of any kind incurred in Romtec's pursuit of collecting payment, including but not limited to attorney fees, regardless of whether formal litigation is commenced.

Warranty

10. Romtec's standard warranty terms can be reviewed at the link below:
<https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf>
11. Romtec reserves the right to update its standard warranty terms at any time. The most current terms of the Romtec warranty at the date of purchase agreement execution will remain in effect for that agreement.
12. Notwithstanding any other terms herein, any modification of the standard Romtec warranty that is explicitly included in the purchase agreement documents shall supersede the standard Romtec warranty terms. For example, if Romtec agrees to include an extended warranty period, the agreed warranty period will be as defined in the purchase agreement documents.

13. Unless another specific time period is agreed in writing, the Romtec warranty period begins upon Romtec's completion of installation work and demobilization from the project site.
14. In the event that for any reason Romtec delivers goods to the Customer prior to Romtec's mobilization for installation work, Romtec may, in Romtec's sole discretion, agree to delay the warranty start date for the delivered goods for up to six (6) months from the delivery date. The Customer (or Customer's receiving agent) remains responsible for protection and preservation of delivered goods while the goods are not in Romtec's possession.
15. In Romtec's sole discretion, any request or requirement for Romtec to begin its warranty on delivered goods that Romtec has been prevented from installing later than six (6) months from delivery of the Romtec goods (other than a delay caused by Romtec) may result in a change order for the extended warranty period.

Changes, Delays, and Termination

16. Customer may request change(s) to Romtec's scope of work at any time, and Romtec will respond to the Customer's request within a reasonable time to confirm whether the changes are feasible. If the requested change(s) are feasible, Romtec will provide a proposed change order for Customer's review that includes a description of the change(s) and the pricing for the change(s). If the Customer agrees with the change order, they shall sign and return the change order to confirm. If the Customer does not agree to the change order, they shall explicitly reject the change in writing, and Romtec will not proceed with the change order work or related price adjustment.
17. Unless otherwise agreed in writing, Romtec's change order pricing is valid for 30 days from the CO date shown on Romtec's proposed change order. If the Customer has not formally accepted the change order before the 30-day expiration, Romtec may update the change order pricing at any time thereafter in its sole discretion.
18. From time to time, Romtec may receive comments/markups on the Romtec preliminary submittal, full plan set, or construction submittals from various reviewers and authorities. If these comments/markups require Romtec to make changes that affect the price or project schedule, Romtec will provide a proposed change order and proceed in the same manner as described above.
19. Time is of the essence of this purchase agreement for performance by both Romtec and the Customer.
20. Customer agrees that the project schedule will be adjusted as needed for any changes.
21. For any delay to the agreed project schedule that is not caused by Romtec or under Romtec's control, Romtec shall not be liable for any incurred costs nor liable for any affect on the project schedule, and the Customer agrees to accept and pay for a corresponding price change and project schedule adjustment, or else the Customer may terminate the purchase agreement for its convenience per the applicable terms herein. Furthermore, if such delay not caused by Romtec impedes Romtec's progress such that Romtec cannot complete the work within 6 months of the agreed time, Romtec may in its sole discretion invoice the customer for all work completed up to the invoice date, and Customer agrees to pay such invoice within a reasonable time, notwithstanding any separate agreed Schedule of Values or conflict to these terms therein.
22. In the event that Romtec is responsible for a delay to the agreed project schedule, Romtec will make commercially reasonable efforts to mitigate the delay. Romtec is not liable for any damages of any kind to the Customer, Owner, or any other party in event of a delay by Romtec unless specific types and amounts of damages are explicitly agreed in writing by Romtec. Customer agrees to accept any required schedule change because of a delay, or else the Customer may terminate the agreement for its Convenience per the terms defined herein.
23. In the event of any other default or breach of this agreement by Romtec that is not cured by Romtec within a reasonable time, Customer's sole remedy shall be to terminate the agreement per the terms defined herein.
24. Unless alternate termination terms are explicitly approved by Romtec in writing, in the event of termination of the purchase agreement by the Customer for any reason, Romtec shall cease work as quickly as commercially reasonable and attempt to mitigate costs of termination to the extent commercially reasonable. Upon termination for any reason, Customer shall pay Romtec a termination fee per the following fee schedule.

- a. Termination prior to Customer formally approving the Romtec preliminary submittal (SSDIS): 30% of the supply portion of the contract value plus 25% of the installation portion of the contract value.
- b. Termination prior to Customer formally releasing Romtec to begin production of the order, but after formally approving the preliminary submittal: 75% of supply portion of the contract value plus 25% of the installation portion of the contract value.
- c. Termination after Customer formally releases Romtec to begin production of the order, but prior to Romtec's mobilization for installation work: 100% of the supply portion of the contract value plus 25% of the installation portion of the contract value.
- d. Termination after Romtec has mobilized for installation work: 100% of the supply portion of the contract value plus payment for any installation work completed prior to the termination, payment for any installation materials procured prior to the termination, and payment for Romtec's demobilization and administrative costs.
- e. In any case, the total payment due for termination shall not exceed the total agreed purchase price, inclusive of any agreed change orders.

25. Any other agreed termination terms notwithstanding, in any event the Customer shall pay Romtec upon request no less than the amount due for work completed prior to any termination.

Project Schedule

- 26. If a project schedule is included in the purchase agreement documents, then any changes to that project schedule must be agreed in writing by both Romtec and the Customer.
- 27. If a project schedule is not included in the purchase agreement, then no specific performance times by Romtec are guaranteed, and the Customer and Romtec shall establish a mutually agreed project schedule at their earliest convenience.
- 28. Romtec has no control over the timing of review and approval of any Romtec submittal(s) by the reviewing authority, and Romtec shall not be liable for any delay, interim cost increases, or damages caused by a reviewing authority's time to review and approve Romtec's submittal(s).
- 29. Romtec cannot provide firm production or delivery lead times until at minimum two (2) weeks after the Customer formally releases Romtec to begin production of the order.
- 30. If Romtec's installation work is delayed or suspended for any reason beyond Romtec's control, and Romtec agrees to adjust the project schedule, the project schedule shall be adjusted in accordance with the availability of Romtec's installation crew(s).

Shipping and Handling

- 31. For goods that Romtec will deliver to Romtec's installer at the final installation site, Romtec will remain responsible for all goods while the goods are in Romtec's possession. If for any reason Romtec delivers goods to the Customer prior to Romtec's mobilization to the site, Romtec will ship all items per FCA Origin terms from Roseburg, Oregon (from Romtec's facility) unless other shipping terms are specifically included in the purchase agreement.
- 32. Unloading is by the receiver, which is typically the Romtec installer. In the event that Romtec delivers goods to the Customer or Customer's representative prior to Romtec's mobilization to the project site, then neither Romtec nor Romtec's carrier is responsible for unloading of delivered goods at the destination.
- 33. Special equipment may be required for unloading, including but not limited to a fork lift with sufficient fork length and lifting capacity, and/or an appropriately sized crane for large items. Typically, Romtec will deliver goods to Romtec's installer at the project site. However, in the event that Romtec delivers goods to the Customer or Customer's representative prior to Romtec's mobilization to the project site, Romtec is not responsible for determining the means and methods for unloading.
- 34. Unless other arrangements are specifically included in the purchase agreement, Romtec will package the completed order with Romtec's standard packaging. Romtec's standard packaging includes shrink wrapping all palletized items and items that may be subject to degradation if exposed to weather during shipping. However, Romtec's packaging is not designed for ongoing exposed storage. Romtec's completed goods are intended for immediate construction/installation upon delivery. If the Customer intends to store the delivered Romtec goods for longer than 30 days after delivery before beginning construction/installation work, the Customer is responsible for opening the Romtec packaging and storing items under cover or in a climate controlled indoor environment as applicable for the particular type of items.

- 35. In addition to Romtec's specific storage and handling recommendations, Romtec may also provide manufacturer recommendations for individual components, and the Customer shall store and handle individual components that are in the Customer's possession per the recommendations of the component manufacturer.
- 36. Romtec is not liable for damage or degradation of items that were improperly stored or handled by the Customer (or Customer's agents). However, Romtec can assist the customer in obtaining repair or replacement of such items (at the Customer's expense).
- 37. Romtec will ship all items using the minimum number of deliveries for efficient transport, as determined by Romtec. If the Customer elects to increase the number of deliveries, it may result in a change order for the increased shipping costs.
- 38. Romtec does not have capacity for long-term storage of completed goods. In the event of any delay to Romtec's mobilization or delivery to the project site, Romtec may, in Romtec's sole discretion, offer to store completed goods for the Customer at a minimum rate of \$450/month depending on the nature of the completed goods and the availability of storage space.
- 39. Regardless of any delay to Romtec's mobilization or shipping completed goods, Romtec will invoice for and Customer shall pay as agreed for Romtec's completed work based upon the date the goods were ready to ship.
- 40. Unless otherwise specifically agreed in writing, Romtec shall not be liable to the Customer, Owner, or any other entity for any costs or damages related to delays in shipping or delivery for any reason.

Insurance

- 41. Romtec will provide its standard insurance certificate with the Customer and/or Owner listed as an additional insured upon request. Coverage includes:
 - a. Commercial General Liability: \$1 million per occurrence, \$2 million aggregate
 - b. Professional Liability: \$1 million
 - c. Professional Liability Excess: \$3 million
 - d. Automobile: \$1 million (any auto, owned, rented, not owned)
 - e. Installation Floater: \$2 million
 - f. Umbrella/Excess: \$5 million
- 42. Customer and Romtec agree to waive all rights of subrogation against each other and their respective officers, agents, subcontractors, and employees.
- 43. Customer and Romtec agree to waive any special, indirect, incidental, consequential, or punitive damages against each other and their respective officers, agents, subcontractors, and employees.

General

- 44. The contract documents consists of the Romtec Purchase Agreement, these Terms & Conditions, the Romtec preliminary submittal (SSDIS), any executed change orders, and any other documents specifically included with, attached to, or referenced within the Romtec Purchase Agreement and Terms & Conditions.
- 45. Except for specific changes agreed in writing in the Contract Documents, these Terms & Conditions shall control and supersede any other provisions, terms, conditions, writings, or agreements, including but not limited to a customer's Purchase Order, confirmation, or other communication between Romtec and the Customer.
- 46. The Purchase Agreement is effective and binding upon execution of the agreement by both parties, unless an alternate date of effect is included in the Purchase Agreement.
- 47. The Purchase Agreement may be executed in multiple counterparts, all of which shall constitute one agreement regardless whether all parties have signed the same counterpart.
- 48. The parties agree that electronically signed copies of the agreement shall be of the same effect as wet signed physical copies of the agreement.
- 49. Unless otherwise specifically agreed in the contract documents, all legal matter shall be interpreted per the laws of the State of Oregon, and the legal venue and jurisdiction for all legal proceedings shall be the courts of the State of Oregon in Douglas County, without regard for any conflict of law rules or principles.
- 50. For any required notices, the party providing the notice shall deliver the notice to the other party via one of the following methods: Physical copy via personal delivery by the sender or sender's agent at the designated office of the recipient; Physical copy sent via recognized U.S. overnight

carrier; Physical copy sent via postage prepaid, registered/certified mail with the U.S. Postal Service; Electronic copy via email to and from a confirmed and valid email address; Electronic copy via facsimile. In any case, Notice shall be deemed delivered upon receipt by the recipient, but no later than two (2) days after being sent via any of the methods above.

51. In the event of any legal proceeding between the parties, the prevailing party shall be entitled to recover from the non-prevailing party all applicable costs, damages, and expenses, including but not limited to reasonable attorney fees. This recovery is in addition to any monetary judgment or award resulting from litigation of any kind, including but not limited to arbitration, trial, bankruptcy, or similar proceedings.
52. If any term(s) of the agreement are found to be invalid or legally unenforceable, those terms shall be considered severed and shall not effect the remaining terms of the agreement, except to the extent such remaining terms may be revised in a legally acceptable manner to effect the intent of the parties in originally including the severed term(s).
53. A waiver of any provision or requirement of the agreement or failure by either party to enforce strict performance as agreed shall not be a waiver of any subsequent violation or prejudice either party's rights and remedies as defined herein.
54. Neither party shall be liable for any delay or failure to perform any obligation under this agreement nor shall either party be liable for damages (including indirect or consequential damages) to the extent such non-performance, delay, loss, or damage that results from circumstances beyond the reasonable control of the defaulting party (Force Majeure events). Such Force Majeure events include Acts of God, fire, flood, earthquake, explosion, extreme weather, war or related hostilities, blockades, public disorder, pandemic or other public health emergency, quarantine restrictions, embargo, labor strike or other labor disturbance, unavailability of electronic communication or equipment, and/or compliance with any legal requirement or lawful order, insistence, or directive from any government and/or military authority.



18240 NORTH BANK ROAD
ROSEBURG, OR 97470
Phone: 541-496-3541
Fax: 541-496-0803

Preliminary Project Information

Romtec uses info provided on this form to create customer accounts in Romtec's accounting system. Please fill out the form as completely as possible.

- Please write "N/A" for any items that are not applicable.
- For duplicate items (such as if the customer and Owner are the same entity), feel free to write "same as above".
- If the project is not bonded, please write "No bond" in the Project Bond Information field.

Note: If the customer is not pre-paying 100% of the purchase order, Romtec will review the customer's publicly available credit info and provide a Schedule of Values (SoV) for review and approval by the customer.

Customer/Contractor Info

Company Name:

Year Established:

Billing Address:

Street Address:

City: _____ State: _____

Zip: _____ Phone: _____

Accounts Payable Contact:

AP Phone: _____

AP Email: _____

Federal ID No.: _____

Tax Exempt? No Yes (Please provide certificate)

Project Info

Project Name:

Government Agency:

Project Main Contact:

Phone: _____

Site Address:

City: _____ State: _____

Zip: _____

Prime Contractor (General Contractor)

Company Name:

Year Established:

Billing Address:

Street Address:

City: _____ State: _____

Zip: _____ Phone: _____

Owner

Org Name:

Year Established:

Billing Address:

Street Address:

City: _____ State: _____

Zip: _____ Phone: _____

Project Bond Info - If Project is Bonded, please provide a copy

Bonding Company: _____ Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Bond No.: _____ Underwriter: _____ Fax: _____