

**T-28**  
**PURCHASE ORDER TERMS AND CONDITIONS**  
**(INDEMNIFICATION AND RELEASE OF LIENS)**

**1. INDEMNIFICATION.**

Contractor (A) shall indemnify and save harmless Buyer from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor and materials furnished by Contractor or its subcontractors and from all laborer's, material men's and mechanic's liens upon the real property upon which the work is located arising out of the services, labor and materials furnished by Contractor or any of its subcontractors under this contract, and (B) shall keep said property free and clear of all liens and claims and encumbrances arising from the performance of this contract by Contractor or its subcontractors.

**2. PATENT, TRADEMARK, AND COPYRIGHT INDEMNITY.**

Seller shall defend, indemnify, and hold Buyer, Buyer's officers, agents, employees, and customers harmless against all claims and liabilities, including costs, for infringement of any United States patent, trademark, or copyright by any Products delivered under this Order or, at Seller's option and expense, Seller shall obtain such licenses as are necessary to remove such infringement, provided that Seller is reasonably notified of such claims and liabilities. Seller's obligation shall not apply to Products manufactured by Seller pursuant to detailed designs developed by Buyer and furnished to Seller under an Order which does not require research, development, or design work by Seller. Seller's obligation shall also not apply to any infringement arising from the use or sale of Products in combination with items not delivered by Seller if such infringement would not have occurred from the use or sale of such Products solely for the purpose for which they were designed or sold to Buyer. Seller's obligation shall extend to the U.S. Government only if and to the extent Buyer has agreed to indemnify the U.S. Government.

**3. WAIVER OF LIENS.**

Contractor for its subcontractors, material men, laborers and for all other persons performing any labor or furnishing any services, labor or materials for any of the work, hereby waives, to the full extent permitted by law, all right to file or maintain any mechanical or other liens or claims for and on account of the services, labor or materials to be furnished hereunder.

**4. RELEASE OF LIENS.**

Contractor shall furnish for that portion of the work covered under each invoice submittal:

- A. A list of every subcontractor, material man, laborer and other person furnishing services, labor or materials in connection with the work, and
- B. Original, duly executed Form 31-567, Unconditional Waiver and Release Upon Progress Payment, or, Form 31-567A, Unconditional Waiver and Release Upon Final Payment, for itself, every subcontractor, material man, laborer and other person furnishing services, labor, equipment, or materials in connection with the work, or
- C. Original, duly executed Form 31-567B, Conditional Waiver and Release Upon Progress Payment, or, Form 31-567C, Conditional Waiver and Release Upon Final Payment, for itself, every subcontractor, material man, laborer and other person furnishing services, labor, equipment, or materials in connection with the work, or
- D. Except as covered by the release or receipt in full, Contractor may furnish a bond satisfactory to Buyer against any claim or lien or otherwise.

**5. CONTRACTOR RESPONSIBILITY.**

Contractor shall be responsible for verifying that all subtier level contractors have provided duly executed lien releases to their customers, and/or the contractor, thus relieving Buyer of the liability for those contracts.