

ResProp

Residential Property Management

MASTER VENDOR AGREEMENT

1. Applicability.

(a) These terms and conditions of purchase (these “**Terms**”) are the only terms which govern the purchase of the goods (“**Goods**”) and services (“**Services**”) by ResProp Management Company LLC (“**ResProp**”), on behalf of owners of managed properties (each individually the “**Owner**” and,), from the vendor named on the Purchase Order and/or Statement of Work (“**Vendor**”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying purchase order (the “**Purchase Order**”) and/or Statement of Work (the “**SOW**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Vendor's general terms and conditions of sale regardless whether or when Vendor has submitted its sales confirmation or such terms. This Agreement expressly limits Vendor's acceptance to the terms of this Agreement. Fulfillment of a Purchase Order and/or a SOW constitutes acceptance of these Terms.

2. Delivery of Goods and Performance of Services.

(a) Vendor shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the “**Delivery Date**”). If no delivery date is specified, Vendor shall deliver the Goods within five (5) business days of Vendor's receipt of the Purchase Order. If Vendor fails to deliver the Goods in full on the Delivery Date, ResProp may terminate this Agreement immediately by providing written notice to Vendor and Vendor shall indemnify ResProp against any losses, claims, damages, and reasonable costs and expenses directly attributable to Vendor's failure to deliver the Goods on the Delivery Date.

(b) Vendor shall deliver all Goods to the address specified in the Purchase Order (the “**Delivery Point**”) during ResProp's normal business hours or as otherwise instructed by ResProp. Vendor shall pack all goods for shipment according to ResProp's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Vendor must provide ResProp prior written notice if it requires ResProp to return any packaging material. Any return of such packaging material shall be made at Vendor's risk of loss and expense.

(c) Vendor shall provide the Services to ResProp, as agent of Owner, as described and in accordance with the Purchase Order and/or SOW and in accordance with the terms and conditions set forth in these Terms.

(d) Vendor acknowledges that time is of the essence with respect to Vendor's obligations hereunder and the timely delivery of the Goods and Services, including all performance dates, timetables, project milestones and other requirements in this Agreement.

3. Quantity. If Vendor delivers more or less than the quantity of Goods ordered, ResProp may reject all or any excess Goods. Any such rejected Goods shall be returned to Vendor at Vendor's sole risk and expense. If ResProp does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

4. Shipping Terms. The Purchase Order number must appear on all shipping documents, shipping labels, invoices, correspondence and any other documents pertaining to the Purchase Order.

5. Title and Risk of Loss. Title and risk of loss passes to ResProp upon delivery of the Goods at the Delivery Point.

6. Inspection and Rejection of Nonconforming Goods. ResProp has the right to inspect the Goods on or after the Delivery Date. ResProp, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If ResProp rejects any portion of the Goods, ResProp has the right, effective upon written notice to Vendor, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If ResProp requires replacement of the Goods, Vendor shall, at its expense, within five (5) business days replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Vendor fails to timely deliver replacement Goods, ResProp may replace them with goods from a third party and charge Vendor the cost thereof and terminate this Agreement for cause pursuant to Section 16. Any inspection or other action by ResProp under this Section shall not reduce or otherwise affect Vendor's obligations under the Agreement, and ResProp shall have the right to conduct further inspections after Vendor has carried out its remedial actions.

7. Price. The price of the Goods and Services is the price stated in the Purchase Order and/or the SOW (the "**Price**"). If no price is included in the Purchase Order, the Price shall be the price set out in Vendor's published price list in force as of the date of the Purchase Order and/or SOW. Unless otherwise specified in the Purchase Order and/or the SOW, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of ResProp.

8. Payment Terms. **FAILURE TO COMPLY WITH THE FOLLOWING TERMS WILL RESULT IN A DELAY OF PAYMENT TO VENDOR.** Vendor shall issue an invoice to ResProp on or any time after the completion of delivery and only in accordance with these Terms. ResProp, on behalf of Owner, shall pay all properly invoiced amounts due to Vendor within thirty (30) days after ResProp's receipt of such invoice, except for any amounts disputed by ResProp in good faith. Without prejudice to any other right or remedy it may have, ResProp reserves the right to set off at any time any amount owing to it by Vendor against any amount payable by ResProp to Vendor. In the event of a payment dispute, ResProp shall communicate to Vendor via email or written notice no later than fifteen (15) days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section 8. The parties shall seek to resolve all such disputes expeditiously and in good faith. Vendor shall continue performing its obligations under this Agreement notwithstanding any such dispute. For the avoidance of doubt, Vendor acknowledges that all payment responsibility is that of the Owner and not ResProp and ResProp shall have no financial responsibility under this contract for invoiced amounts.

(a) Vendor must submit invoices through ResProp's Coupa Supplier Portal ("Coupa") in accordance with the instructions attached hereto as Exhibit A. **Vendor acknowledges and agrees that their invoices will not be paid unless all of the following has occurred:**

(i) **Vendor has submitted a Certificate of Insurance that complies with Section 15 of this Agreement.**

(ii) **Vendor has submitted an executed W-9 and/or all other tax documentation legally required to be on file with ResProp**

(iii) **Vendor submitted invoice through Coupa in accordance with Exhibit A.**

(iv) **Vendor has a valid PO and/or SOW for all invoices**

(b) ResProp will not be responsible for any late fees if Vendor fails to comply with all payment terms detailed in this Section 8.

9. Vendor's Obligations Regarding Services. Vendor shall:

(a) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses, permits, and consents and comply with all relevant laws applicable to the provision of the Services;

(b) comply with all rules, regulations and policies of ResProp, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by ResProp to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures;

(c) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Vendor in providing the Services in such form as ResProp shall approve. During the term of this Agreement and for a period of two (2) years thereafter, upon ResProp's written request, Vendor shall allow ResProp to inspect and make copies of such records and interview Vendor personnel in connection with the provision of the Services;

(d) obtain ResProp's written consent, which shall not be unreasonably withheld or delayed, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Vendor, other than Vendor's employees, to provide any Services to ResProp (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). ResProp's approval shall not relieve Vendor of its obligations under the Agreement, and Vendor shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Vendor's own employees. Nothing contained in this Agreement shall create any contractual relationship between ResProp and any Vendor subcontractor or supplier;

(e) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement, and, upon ResProp's written request, to enter into a

non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to ResProp;

(f) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Vendor, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services;

(g) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by ResProp; and

(h) keep and maintain any ResProp equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the ResProp's written instructions or authorization.

10. Change Orders. ResProp may at any time, by written instructions and/or drawings issued to Vendor (each a "**Change Order**"), order changes to the Services. Vendor shall within five (5) business days of receipt of a Change Order submit to ResProp a firm cost proposal for the Change Order. If ResProp accepts such cost proposal, Vendor shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Agreement. Vendor acknowledges that a Change Order may or may not entitle Vendor to an adjustment in the Vendor's compensation or the performance deadlines under this Agreement.

11. Warranties.

(a) Vendor warrants to ResProp that all Goods will:

(i) be free from any defects in workmanship, material and design;

(ii) conform to applicable specifications, drawings, designs, samples and other requirements specified by ResProp;

(iii) be fit for their intended purpose and operate as intended;

(iv) be merchantable;

(v) be free and clear of all liens, security interests or other encumbrances;
and

(vi) not infringe or misappropriate any third party's patent or other intellectual property rights.

These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by ResProp;

(b) Vendor warrants to ResProp that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; and

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(c) the warranties set forth in this Section 11 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of ResProp's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If ResProp gives Vendor notice of noncompliance pursuant to this Section, Vendor shall, at its own cost and expense, within five (5) business days (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Vendor and the delivery of repaired or replacement Goods to ResProp, and, if applicable, (ii) repair or re-perform the applicable Services.

12. General Indemnification. Vendor shall defend, indemnify and hold harmless ResProp and ResProp's parent company, its subsidiaries, affiliates, successors or assigns and its respective directors, officers, shareholders and employees (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Goods and Services purchased from Vendor or Vendor's negligence, willful misconduct or breach of the Terms. Vendor shall not enter into any settlement without ResProp's prior written consent.

13. Intellectual Property Indemnification. Vendor shall, at its expense, defend, indemnify and hold harmless ResProp and any Indemnitee against any and all Losses arising out of or in connection with any claim that ResProp's or Indemnitee's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Vendor enter into any settlement without ResProp's or Indemnitee's prior written consent.

14. Limitation of Liability. Nothing in this Agreement shall exclude or limit (a) Vendor's liability under Sections 12 and 13 hereof, or (b) Vendor's liability for fraud, personal injury or death caused by its negligence or willful misconduct.

15. Insurance. During the term of this Agreement, Vendor shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000 per claim/\$2,000,000 aggregate of all claims, employer's and public liability insurance with limits of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit; and worker's compensation insurance as required by any applicable federal or state law with financially sound and reputable insurers ranked "A-" or better. Upon ResProp's request, Vendor shall provide ResProp with a certificate of insurance from Vendor's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Avesta Homes LLC, and ResProp Management Company LLC as an additional insured. Vendor shall provide ResProp with thirty (30) days advance written notice in the event of a cancellation or material change in Vendor's insurance policy. Except where prohibited by law, Vendor shall require its insurer to waive all rights of subrogation against Vendor's insurers and Vendor. ResProp reserves the right to adjust these insurance requirements at any time and will provide Vendor the updated requirements at least thirty (30) days prior to the requirements going into effect.

16. Compliance with Law. Vendor shall comply with all applicable laws, regulations and ordinances. Vendor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

17. Termination. In addition to any remedies that may be provided under these Terms, ResProp may terminate this Agreement with immediate effect upon written notice to the Vendor, either before or after the acceptance of the Goods or the Vendor's delivery of the Services, if Vendor has not

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performed or complied with any of these Terms, in whole or in part. If the Vendor becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the ResProp may terminate this Agreement upon written notice to Vendor. If ResProp terminates the Agreement for any reason, Vendor's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by ResProp prior to the termination.

18. Waiver. No waiver by ResProp of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by ResProp. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Confidential Information. All non-public, confidential or proprietary information of ResProp, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by ResProp to Vendor, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by ResProp in writing. Upon ResProp's request, Vendor shall promptly return all documents and other materials received from ResProp. ResProp shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Vendor at the time of disclosure; or (c) rightfully obtained by ResProp on a non-confidential basis from a third party.

20. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) other similar events beyond the control of the Impacted Party. The Impacted Party shall give notice within three (3) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section 20, the other party may thereafter terminate this Agreement upon five (5) days' written notice.

21. Assignment. Vendor shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of ResProp. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Vendor of any of its obligations hereunder. ResProp may at any time assign or transfer any or all of its rights or obligations under this Agreement without Vendor's prior written consent to any affiliate or to any person acquiring all or substantially all of ResProp's assets.

22. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership,

joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas.

24. Submission to Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

25. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

26. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

27. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Arbitration and Survival.

28. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

EXHIBIT A

(attached)



COUPA SUPPLIER PORTAL

PO Backed Invoice Supplier Guide

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Coupa Supplier Portal (CSP)

Registering for CSP

Registering for the Coupa supplier portal provides an easy way to manage information, view purchase orders, and create and manage invoices and online catalogs. You will receive an email notification with an invitation to connect to the Coupa Supplier Portal, similar to the example below.



Ace Corporation would like to be connected with you as a trading partner on Coupa Supplier Network. You will be able to manage your company information and collaborate more efficiently when we're connected.

Coupa Support
Ace Corporation

To confirm this request, please click the link below:

<https://supplier-demo.coupahost.com/signup/cba19cd2811fbee4d8b148fb2828dc8ed7091fb8>

-
1. Click the link provided in the email to register. From the registration site, you can also request an invitation.
 2. Once you have registered, log in using your credentials.

Supplier Portal Home Page

After logging in, you will see the supplier portal home page. The CSP home page provides a snapshot of your company's info. Companies searching for potential suppliers on the CSP will see only public profiles.

Marketing Masters



-  About
-  Industry
-  Website
-  Established
-  Employees

[Improve Your Profile](#)

About

Public Profile

<https://csn-3-1-0.coupadev.com/suppliers/public/22>

Merge Accounts

It looks like your company has more than one CSN account. Consider merging them so buyers can identify your company with confidence.

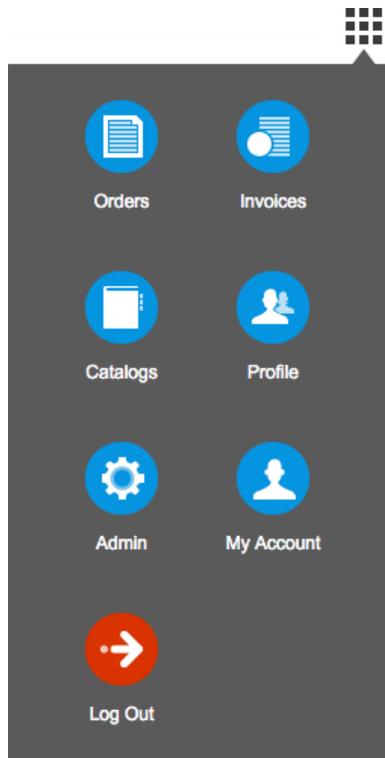
Latest Customers

Coupa

Item	Description
Default Public Profile	Displays your company's public profile information.
Merge Accounts	Allows you to consolidate accounts if you have more than one on the supplier portal.
Latest Customers	Displays a list of your current customers.
	The Menu button allows you to navigate within the CSP.
	Use the Notification button to set up notification preferences.
	When you have a new alert Notifications display in red with the number of new alerts.
	The Help button displays the online help and help tour.

Menu

The Menu button helps you navigate through the system. From the Menu, you can create invoices, update your company's profile, and invite additional users to join the CSP.



Item	Description
Orders	This is where you can find purchase orders sent by your customers.
Invoices	This is where you create and manage invoices to send to your customers.
Catalogs	This is where you create and manage customer-specific catalogs
Profile	This is where you create, modify, and manage your public and customer-specific profiles, and manage which remit-to addresses each customer can use.
Admin	This is where you can manage users, merge requests, and your remit-to addresses
My Account	This is where you can manage your person profile.
Log Out.	Use this to log out of the CSN.

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Notifications

You can view new notifications and make changes to your notifications preferences. Click **Notifications > gear icon** to access the Notifications Preferences page. Here, you can see the types of notifications you can select from, and how you want to view them, via email or the CSP. If neither is selected, notifications for that item will not be sent.



maryanne+csn@coupa.com



Notification Preferences

Catalogs

Catalog Rejected	<input type="checkbox"/> Online	<input type="checkbox"/> Email
Catalog About to Expire	<input type="checkbox"/> Online	<input type="checkbox"/> Email
New Catalog Comment	<input checked="" type="checkbox"/> Online	<input checked="" type="checkbox"/> Email
Catalog Approved	<input type="checkbox"/> Online	<input type="checkbox"/> Email

Easy Form Response

Form Response Approved	<input checked="" type="checkbox"/> Online	<input checked="" type="checkbox"/> Email
Form Response Rejected	<input checked="" type="checkbox"/> Online	<input checked="" type="checkbox"/> Email
Supplier Information Updated	<input checked="" type="checkbox"/> Online	<input checked="" type="checkbox"/> Email

Invoices

Invoice Paid	<input checked="" type="checkbox"/> Online	<input checked="" type="checkbox"/> Email
Invoice Approved	<input checked="" type="checkbox"/> Online	<input checked="" type="checkbox"/> Email
New Invoice Comment	<input checked="" type="checkbox"/> Online	<input checked="" type="checkbox"/> Email
Invoice Rejected	<input checked="" type="checkbox"/> Online	<input checked="" type="checkbox"/> Email

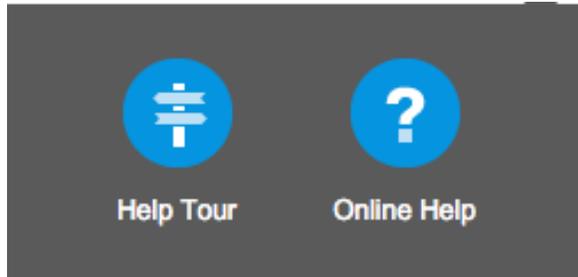
POs

New PO Comment	<input checked="" type="checkbox"/> Online	<input checked="" type="checkbox"/> Email
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*If you choose not to receive online notifications, you can go to **Notifications > See all** to view them in your My Notifications page.*

CSP Help and Support

For additional information while using the CSP, click **Help > Online Help**. Here, you will find helpful topics and definitions for using the supplier portal. You can also click. **Help > Help Tour** to see a quick navigation demo of the supplier portal.



If you require technical assistance, please send an email to supplier@coupa.com.

Updating Your Company Profile

Using CSP you can easily update your company's profile.

1. From the Menu, click **Profile**.
2. Select the profile you wish to edit from the **Profile** drop down menu.
3. Click **Edit Profile**. Make any desired changes to your profile.
4. Click **Save** when you have finished making changes.

Fields marked with an asterisk () are required fields.*

Inviting Additional Users

Using the supplier portal, you can invite additional users in your company access to the CSP.

1. From the Menu, click **Admin**.
2. Click **Invite User**.

Invite User ✕

First Name

Last Name

* Email

Permissions

- All
- Admin
- Orders
- Invoices
- Catalogs
- Profiles

Customers

- All
- Coupa

3. Enter the user's information.
4. Select which permissions the user should be able to access.
5. Select which customer(s) the user should be able to access.
6. Click **Send Invitation**. The employee will receive an email notification, with a link to register.

*To deactivate a user, you must edit the user record and select **Deactivate User**.*

Adding a Remit To Address

CSP includes remit-to addresses as part of electronic invoice compliance. You must add a remit to address before you can create an invoice.

1. From the Menu, click **Admin**.

coupa suppliers

cym.sanguinet+js@coupa.com
☰
🔔
?

Admin

- Users
- Merge Requests
- Remit To

Remit-To Address	Customers
<p>Remit To Location</p> <p>ACME Corp R002 4321 Main Street San Mateo CA United States 94402 Preferred Language: US English</p> <p style="text-align: right;"><input style="background-color: #0070c0; color: white; padding: 2px 5px;" type="button" value="Manage"/></p>	Coupa

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2. Click **Remit To** link.
3. Click **Add Remit To**.

×

Create Remit To Address

Remit To Name

Remit To Code

Address *

Remit To Contact

Assign Customers

You are about to create a remit to address to use for invoicing, however it won't be sent to your customer until you include it on an invoice.

Cancel Add

4. Once you have filled out the remit to address fields, click **Add**.

Address (information required)

Item	Description
Remit To Name	A unique easily identifiable user-friendly name.
Remit To Code	Use this field to tie your CSP remit-to address with the corresponding address in your ERP.
Address Line 1, 2	Standard address information.
City	Name of the city.
State	Name of the state.
Postal Code	Five digit postal code.
Country	Country of origin.
Tax Country	Determines the origination country for tax purposes.

Remit To Contact

This is optional contact information for the remit-to address.

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Assign Customers

Here, you can choose which customers will be able to see a specific remit-to address.

If you merge accounts, your remit-to addresses won't be merged unless you make them available for All customers. Once the merge is complete, you can again assign the remit-to address to the specific customers you want.

Purchase Orders

The purchase orders page is where you work with orders from your customers. The Purchase Orders table lists all the POs you've received from that customer. You can use the search bar to filter the list with a search term, or click the View dropdown to perform advanced filtering. See [Custom Views](#) for more info about advanced filtering.

1. From the Menu, click **Orders**.
2. Click **Orders**. The Purchase Order screen displays all your purchase orders. The first time you use the orders page, you'll have to choose a customer. To see orders from a specific customer, select the customer from the dropdown list just under the menu button. The next time you visit the orders page, it'll return to the last customer you chose.

Select Customer

Ace Corporation
 ✓ Coupa

Purchase Orders

⚙️

PO Number	Order Date	Status	Acknowledged	Items	Unanswered Comments	Total	Actions
2759	09/17/15	Issued	None	1 Each of Snow removal three parking lots 12/8	No	500.00 USD	
2758	09/17/15	Issued	None	1 Each of Snow removal on 1/7	No	250.00 USD	

3. To view the detail for an individual PO, click the PO number.

Column	Description
PO Number	This is the purchase order number generated by Coupa.
Order Date	This is the date the purchase order was created on.
Status	This is the current status of the purchase order. See the Status table for more information.

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Column	Description
Acknowledged	<p>You can choose to let your customer know that you received their PO by selecting the Acknowledged checkbox on the purchase order. When you select the checkbox, the current date appears in the Acknowledge column.</p> <p>This checkbox is a simple toggle, so you can also un-acknowledge an invoice by deselecting the checkbox. If you re-acknowledge at a later time, the new date will appear.</p>
Items	Items List of items on the PO.
Unanswered Comments	You can now make comments directly on the purchase order for your customers to see. If your customer has left comments that you haven't responded to, you'll get notified here.
Total	This is the total amount of the purchase order.
Actions	Use the gold coins icon  to flip the PO into an invoice and the red coins icon  to create a credit note.

Status	Description
Buyer Hold	The PO is approved but pending buyer review.
Cancelled	The order has been cancelled, and doesn't need to be fulfilled.
Closed	The issued PO has been received and was then closed, either manually or automatically within Coupa.
Currency Hold	The PO is on hold due to a currency exchange rate issue.
Error	There's something wrong with the PO. Contact your customer to get the PO back on track.
Issued	The PO has been approved and sent to the supplier.
Supplier Window Hold	The PO was approved outside of the order window schedule under contract terms.

If you click on the purchase order number to view the PO, and then use the back button to return to the Purchase Orders page, you'll need to refresh the page to see any changes you made to the PO.

Creating an Invoice

You can create an invoice directly from the purchase order.

1. From **Purchase Orders**, click the gold coin () icon in the Action's column of the PO you wish you create an invoice from.
2. Fill out any required fields marked with an asterisk (*).
3. Use the **Calculate** button to see invoice totals prior to submitting.
4. Click **Submit**. If you want to save a draft now, and continue to work on the form later, click **Save as draft** instead.

Create Invoice Create



*Invoice #	<input type="text"/>	*Supplier	Smith Snow Removal
*Invoice Date	01/14/16 	*Remit To Address	Smith Snow Removal 
Payment Terms	Net 30		555 Grant
Date of Supply	01/14/16 		Chicago, IL 60462
*Currency	USD 		United States
Delivery Number	<input type="text"/>		United States (US)
Status	Draft	Customer	Coupa
Image Scan	<input type="button" value="Choose File"/> No file chosen	Bill To Address	28 Nevada Blvd
Supplier Notes	<div style="border: 1px solid #ccc; height: 40px; width: 100%;"></div>		Laughlin, NV 94301
Attachments	Add File URL Text		United States
		Ship To Address	28 Nevada Blvd
			Laughlin, NV 89028
			United States
			Location Code: TEST

Type	*Description	Qty	UOM	*Price	Total
	<input type="text" value="Snow removal on 1/7"/>	<input type="text" value="1"/>	Each 	<input type="text" value="250.00"/>	250.00
PO Line <input type="text" value="2758-1"/> Contract <input type="text" value="SF-Marketing-Assets"/> Billing <input type="text"/>					
<input type="button" value="Add Line"/>					
Subtotal					250.00
Shipping					<input type="text" value="0.000"/>
Handling					<input type="text" value="0.000"/>
Misc					<input type="text" value="0.000"/>
Tax Code <input type="text" value="0"/> % <input type="text" value="0"/>					
Total Tax					0.00
Total					250.00

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Item	Description
Invoice #	<p>This is a required field. You will need to enter your invoice number.</p> <p><i>Invoice numbers cannot exceed 16 characters.</i></p>
Invoice Date	<p>The invoice date will default to the date the invoice is created.</p>
Payment Terms	<p>This field displays the code for your current payment terms that were agreed upon between your company and the supplier.</p>
Currency	<p>Displays the currency options for the invoice.</p>
Delivery Number	<p>The delivery number, if available.</p>
Status	<p>The status of your invoice.</p>
Image Scan	<p>Allows you to upload an image to be attach to the invoice.</p>
Supplier Notes	<p>Use this field to enter a message for the invoice approver.</p>
Attachments	<p>Allows you to add various attachments to the invoice.</p> <ul style="list-style-type: none"> • File – This option allows you to upload a document to the invoice. Use the Browse button to upload the file from your desktop. • URL – Use this option to include an external URL. • Text – Use this option to include additional text content. <p><i>Ensure your document is a standard attachment file, not an image. Types of files that can be uploaded: .doc, .docx, .gif, .jpg, .jpeg, .pdf, .png, .tiff, .tif, .xls, .xlsx, .zip, and .txt.</i></p>

Item	Description
Supplier	Auto-populates from the PO with the supplier's name.
Remit To	Auto-populates from the PO with the supplier's remit to address.
Customer	Auto-populates from the PO with the customer name.
Bill To Address	Auto-populates from the PO with the bill to address.
Ship To Address	Auto-populates from the PO with the ship to address.
Line Level Taxation	Allows you to tax line items at different rates if enabled.
Type	Displays the line items type.
Description	Provides a description of the good(s) and/or service(s) purchased.
Qty	Shows the number of items.
UOM	Shows the unit of measure.
Price	Displays the unit price.
Total	Displays the item total.
PO Line	Provides the PO line number associated with the invoice.
Contract	Displays contract information, if any.
Billing	Displays the billing department associated with the PO.
Subtotal	Displays the total price of only the items
Shipping	Displays any shipping costs.
Handling	Displays any handling costs.
Misc	Displays any additional miscellaneous costs.
Tax Code	Provides an editable tax code for the supplier to select when invoicing.

Item	Description
Total Tax	Displays the total tax amount.
Total	Displays the invoice total.

Status	Description
Approved	The invoice has been accepted for payment by the customer.
Draft	The invoice has been created, but hasn't been submitted to your customer yet.
Pending	The invoice is currently with a business approver.
Processing	The invoice is being processed by the AP department, and should be paid soon.
Voided	There's something wrong with the PO. Contact your customer to get the PO back on track.

Creating a Credit Note

If you need to create a credit note, it's best practice to specify a negative quantity for the item to be credited, rather than negative price. This is especially true if you're using 3-way matching, since before the credit can be processed, it will need to be matched against a receipt.

1. From **Purchase Orders**, click the red coin (🪙) icon in the Action's column of the PO you wish you create a credit note from.
2. Fill out any required fields marked with an asterisk (*).
3. Use the **Calculate** button to see credit note totals prior to submitting.
4. Click **Submit**. If you want to save a draft now, and continue to work on the form later, click **Save as draft** instead.

Create Credit Note Create



*Credit Note #
 *Credit Note Date
 Payment Terms
 Date of Supply
 *Currency
 Delivery Number
 Status
 *Original Invoice #
 *Original Invoice Date
 Image Scan No file chosen
 Supplier Notes
 Attachments [Add File](#) | [URL](#) | [Text](#)

*Supplier
 *Remit To Address
 555 Grant
 Chicago, IL 60462
 United States
 United States (US)
 Customer
 Bill To Address
 Laughlin, NV 94301
 United States
 Ship To Address
 Laughlin, NV 89028
 United States
 Location Code: TEST

Type	Description	Qty	UOM	*Price	Total
	Snow removal three parking	0	Each	500.00	0.00

PO Line Contract Billing

Add Line Subtotal 0.00
 Shipping 0.000
 Handling 0.000
 Misc 0.000
 Tax Code % 0

Item	Description
Credit Note #	This is a required field. You will need to enter your credit note number. <div style="background-color: yellow; padding: 5px; text-align: center;"> <i>Invoice numbers cannot exceed 16 characters.</i> </div>
Credit Note Date	The credit note date will default to the date the it is created.
Payment Terms	This field displays the code for your current payment terms that were agreed upon between your company and the supplier.
Currency	Displays the currency options for the invoice.

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Item	Description
Delivery Number	The delivery number, if available.
Status	The status of your invoice.
Original Invoice #	Provides a field to enter the original invoice #.
Original Invoice Date	Provides a date selector to enter the original invoice date.
Image Scan	Allows you to upload an image to be attach to the invoice.
Supplier Notes	Use this field to enter a message for the invoice approver.
Attachments	<p>Allows you to add various attachments to the invoice.</p> <ul style="list-style-type: none"> • File – This option allows you to upload a document to the invoice. Use the Browse button to upload the file from your desktop. • URL – Use this option to include an external URL. • Text – Use this option to include additional text content. <div style="background-color: #ffffcc; padding: 10px; margin-top: 10px;"> <p><i>Ensure your document is a standard attachment file, not an image. Types of files that can be uploaded: .doc, .docx, .gif, .jpg, .jpeg, .pdf, .png, .tiff, .tif, .xls, .xlsx, .zip, and .txt.</i></p> </div>
Supplier	Auto-populates from the PO with the supplier's name.
Remit To	Auto-populates from the PO with the supplier's remit to address.
Customer	Auto-populates from the PO with the customer name.
Bill To Address	Auto-populates from the PO with the bill to address.
Ship To Address	Auto-populates from the PO with the ship to address.

Item	Description
Line Level Taxation	Allows you to tax line items at different rates if enabled.
Type	Displays the line items type.
Description	Provides a description of the good(s) and/or service(s) purchased.
Qty	Shows the number of items.
UOM	Shows the unit of measure.
Price	Displays the unit price.
Total	Displays the item total.
PO Line	Provides the PO line number associated with the invoice.
Contract	Displays contract information, if any.
Billing	Displays the billing department associated with the PO.
Subtotal	Displays the total price of only the items
Shipping	Displays any shipping costs.
Handling	Displays any handling costs.
Misc	Displays any additional miscellaneous costs.
Tax Code	Provides an editable tax code for the supplier to select when invoicing.
Total Tax	Displays the total tax amount.
Total	Displays the invoice total.

Status	Description
Approved	The invoice has been accepted for payment by the customer.
Draft	The invoice has been created, but hasn't been submitted to your customer yet.
Pending	The invoice is currently with a business approver.

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Status	Description
Processing	The invoice is being processed by the AP department, and should be paid soon.
Voided	There's something wrong with the PO. Contact your customer to get the PO back on track.

Invoices

Use the invoices page to work with orders from your customers.

Invoice and Payment Status

The invoice list displays all the invoices submitted by your organization to your Coupa customer. Here, you can check approval and payment status.

1. From the Menu, click **Invoices**.

Invoices

Invoice #	Created Date	Status	PO #	Total
03-2015	07/12/15	Approved	None	3,955.00
02-2015	07/12/15	Approved	None	3,672.50
01-2015	07/12/15	Disputed	None	7,345.00
Test12	04/29/15	Disputed	None	11.30
test123	04/29/15	Disputed	None	11.30

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2. To see invoices for a specific customer, select the customer from the dropdown list just under the menu button. The first time you use the invoices page, you'll have to choose a customer. The next time you visit, it'll return to the last customer you chose.



The Invoices table lists all the invoices you've created for that customer. You can use the search bar to filter the list with a search term, or click the **View** dropdown to perform advanced filtering. See [Custom Views](#) for more info.

Column	Description
Invoice #	This is the invoice order number generated by Coupa.
Created Date	This is the date the invoice was created on.
Status	This is the current status of the purchase order. See the Status List for more information.
PO #	This is the purchase order number generated by Coupa.
Acknowledged	<p>You can choose to let your customer know that you received their PO by selecting the Acknowledged checkbox on the purchase order. When you select the checkbox, the current date appears in the Acknowledge column.</p> <p>This checkbox is a simple toggle, so you can also un-acknowledge an invoice by deselecting the checkbox. If you re-acknowledge at a later time, the new date will appear.</p>
Items	List of items on the PO.
Total	This is the total amount of the purchase order.
Unanswered Comments	You can now make comments directly on the purchase order for your customers to see. If your customer has left comments that you haven't responded to, you'll get notified here.
Actions	Use the edit icon to make changes to the invoice.

Status	Description
Approved	<p>The invoice has been accepted for payment by the customer. Payment status can be tracked on invoices that have been approved. Click the invoice number to open the invoice. New fields on the header will indicate payment information.</p> <div style="background-color: #ffff00; padding: 10px; margin-top: 20px;"> <p><i>Approved invoices will reflect payment depending on your payment terms with your Coupa customer.</i></p> </div>

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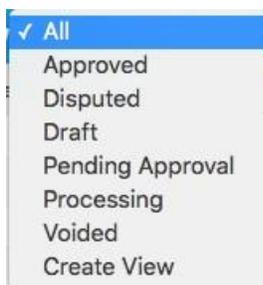
Status	Description
Disputed	The invoice has been disputed or rejected by your Coupa customer. You will receive an email notifying you of the approver's reasons for rejecting the invoice in the Comments field. Disputed invoices cannot be edited in the CSP. A new invoice must be created with a different invoice number because Coupa will not accept duplicate invoice numbers.
Draft	The invoice has been created, but hasn't been submitted to your customer yet.
On Hold	The invoice has been put on hold for AP review.
Pending Approval	The invoice is currently with a business approver.
Processing	The invoice is being processed by the AP department, and should be paid soon.
Voided	There's something wrong with the PO. Contact your customer to get the PO back on track.

Custom Views

A custom view gives you the ability to create a set of advanced search filters, and save them.

Creating a Custom View

1. Go to the Coupa table you want to set up a custom view for.
2. At the top of the table, click the **View** dropdown and select **Create View**.



3. In the next screen, specify the settings you want to use for your custom view, including the filtering conditions to use, the columns to include, and the sorting criteria. If you want to build this view off of another view and tweak those settings, use the **Start with view** option under the **General** settings. Refer to **Custom View Settings**, below, for more details.

Create New data table view

General

Name

Visibility Only Me
 Everyone

Start with view

Conditions

Apply of these conditions:

is

Columns

Available columns	Selected columns
Approval Group	Invoice #
Commented	Created Date
Comments	Status

- Click **Save**.

Custom View Settings

Customize these settings when creating or editing a custom view for a Coupa table.

General	Description
Name	The custom view name, visible from the View dropdown on top of the table.
Visibility	Decide whether this view can be visible to only you or all other Coupa users that can see the main table.
Start with view	Use this option to load another views settings and then tweak them to fit your needs for this view.

Conditions	Description
Apply	<p>All of these conditions: Coupa displays results only for objects that meet all of the conditions you add in this list.</p> <p>Any of these conditions: Coupa displays results for objects that meet at least one of the conditions you add in this list.</p>

Conditions	Description
Conditions	Create conditions based on the data available in Coupa.

Columns	Description
Available columns	This list depends on the table you're working with in Coupa. You can select any of these columns to add into your custom view.
Selected columns	These are all the columns Coupa displays with this custom view. It displays them, from left to right, in the same order that you set them up here.

Default Sort Order	Description
Default Sort Order	Choose the column you want results sorted by and whether to sort them in ascending or descending order.