

PURCHASE ORDER

Columbia Pulp

P.O. # 17-0011
DATE: AUGUST 30, 2017

164 East Main Street
Dayton, WA 99328
Phone 509-288-4892
larry.tantalo@columbiapulp.com

VENDOR Aikawa Fiber Technologies
72 Queen Street
Sherbrooke, Quebec
Canada J1M 2C3
Customer ID [No.]

SHIP TO Ralph Raymond
Columbia Pulp
1403 Highway 261
Starbuck, WA 99328
523-468-8722

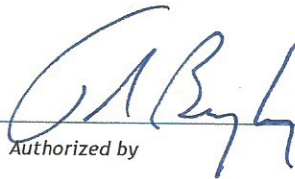
SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE
Prepay and Add	FOB Factory	

QTY	ITEM #	DESCRIPTION	JOB	UNIT PRICE	LINE TOTAL
1	ea	Centisorter Primary Screen model M800 with NEMA Frame TEFC 460 V motor, belts, sheaves, new MF2 screen cylinder, new GHC2 rotor, mechanical seal. Completely assembles and ready to install.		\$130,942.00	\$130,942.00
1	ea	Centisorter Secondary Screen model M400 with NEMA Frame TEFC 460 V motor, belts, sheaves, new MF2 screen cylinder, new GHC2 rotor, mechanical seal. Completely assembles and ready to install.		\$84,932.00	\$84,932.00
		Shipment to occur approximately December 1, 2017. No shipment is to take place except with prior approval from Ralph Raymond, PCI Project Manager. Phone: 253-468-8722, email: rraymond@paccivil.com			
		Final basket specification to be specified with for approval drawings. Equipment is to be as proposed in Aikawa Proposal No. 213944-1 Dated 2017 Aug 28.			
		Terms of payment: 30% upon receipt of for approval drawings general arrangement reference drawings and process flow sheet. 30% upon completion of certified drawings plus all OEM manuals for new components and parts list. 20% upon shipment 10% upon startup, not later than to exceed 120 days. Invoices are to be paid Net 30 days.			

All Engineering Information must be sent to: Allnorth Consultants Ltd. Attention: Marge Branchi, Document Control Email: mbranchi@allnorth.com Ph: 250-753-7472 Note - Please quote project number 15NA0050 in the subject line of any e-mail submissions				
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SUBTOTAL	\$215,874.00
SALES TAX	Non-Taxable
TOTAL	\$215,874.00

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all commercial correspondence to:
Loren Monroe
164 East Main Street
Dayton, WA 99328
Phone 360-531-0125


8/13/17

 Authorized by Date

Aikawa Fiber Technologies

72, Queen street
Sherbrooke, Québec
Canada J1M 2C3

Tél.: (819)562-4754
Fax.: (819)562-6064
www.aikawagroup.com



AFT
AIKAWA GROUP

RF Offer
213944-2 Date: 2017 SEPT 1

To: Columbia Pulp

COL999

164 East Main
DAYTON, WA
USA 99328

Ph:
Fax:
Attn.: Larry Tantalo
cc:

Thank you for your recent inquiry. We are pleased to offer the following items as requested for your review and consideration.

Items will be shipped via TO BE ADVISED, COLLECT and are sold EX WORKS AFT-SHERBROOKE.

All prices are in USD and are payable SPECIAL TERMS after shipment to approved accounts. Taxes are extra if applicable. This quotation is subject to 30 days acceptance unless otherwise specified. AFT's standard terms and conditions of sale are applicable.

Revision 2: In this revision, AFT has submitted clarification of the payment terms as well as supply of milestone documents for approval.

If you have any questions or comments, please, do not hesitate to contact us at 1-800-668-7273. We thank you for your interest in AFT products and look forward to working with you .

Eliane Anctil, Sales Representative
eliane.anctil@aikawagroup.co
m 800-668-7273 Ext: 253

cc:



RF Offer
213944-2 Date: 2017 SEPT 1

To: Columbia Pulp

COL999

Scope of Supply:

AFT will supply one Centrisorter M800 and one Centrisorter M400 restored to like new condition complete with the following:

- Single base frame for screen body and motor including drive guards;
- New MF2 screen cylinder;
- New GHC2 rotor;
- Standard NEMA frame TEFC 460 volt motor;
- Mechanical seal;
- Drive sheaves;
- Drive belts.

AFT will supply general arrangement reference drawing of the M400 and M800 screen body including base frame indicating the necessary footprint required and nozzle direction. In addition, a standard maintenance procedure (SMP) for the removal and installation of the screen cylinder and rotor as well as a recommended list of spare parts will be supplied. Restoration to like new includes the inspection, cleaning, and repair of fits and all damaged components, bearings, and rotating assembly to OEM specification. Stainless steel surfaces will have a bead blast finish and carbon steel surfaces will be painted.

Delivery:

AFT estimates the delivery time is between 8 and 10 weeks from the receipt of signed purchase order and the determination of the aperture sizing by customer. The screen body will be shipped with the column bearing assembly, screen cylinder, motor, driven sheaves and base assembled. The rotor, mechanical seal, and drive belts will be shipped unassembled to ensure integrity of the mechanical seal and column bearing during transit.

Payment Terms:

- 30% upon delivery of general arrangement reference drawings;
- 30% upon approval of general arrangement drawings as well as supply of standard maintenance procedure (SMP) and recommended spare parts list;
- 20% upon shipment;
- 10% upon startup (not to exceed 120 days after delivery)

All invoices are due NET 30 days. All pricing is subject to AFT USA, Inc. standard terms and conditions as written below.

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Canada J1M 2C3

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Fax.: (819)562-6064
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AFT
AIKAWA GROUP

RF Offer

213944-1 Date: 2017 AUG 28

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Pressure Screen Centrisorter M800 Screen Body Refurbishing Repair to OEM specifications Material : Finishing : Bead Blast Finish & Painted carbon steel parts Perf. : N/A	1	\$ 130942.00	\$ 130942.00
2	Pressure Screen Centrisorter M400 Screen Body Refurbishing Repair to OEM specification Material : Finishing : Bead Blast Finish & Painted carbon steel parts Perf. : N/A	1	\$ 84932.00	\$ 84932.00
			Total:	\$ 215874.00



STANDARD TERMS AND CONDITIONS OF SALES

This quotation is made subject to the following standard terms and conditions of sale. Any terms and conditions contained in any forms or documents supplied by the Purchaser to AFT which are in addition to or different from these terms and conditions shall not be a part of the contract between the Purchaser and AFT nor shall AFT's shipment of the materials or the performance of the services described on the face hereof be construed as an acceptance of any terms and conditions contained in any such forms or documents supplied by the Purchaser unless AFT consents in writing.

- 1. ADDITIONAL COSTS:** The prices quoted do not include any duties, broker's fees or federal, provincial, and local taxes. All such additional costs which are imposed upon any part of this transaction shall be paid by the Purchaser, unless a valid Exemption Certificate is furnished and is found applicable.
- 2. CHANGES:** Once the Purchaser has placed a purchase order pursuant to this quotation, the quantities, prices, terms, conditions or other pertinent specifications of any such purchase order shall not be changed by the Purchaser except upon written notice to AFT's written approval.
- 3. INSPECTION AND ACCEPTANCE:** All goods furnished are subject to inspection by Purchaser, at Purchaser's expense, before acceptance. Goods which are not inspected by Purchaser within a reasonable time, not to exceed sixty (60) days, after delivery are deemed to be accepted.
- 4. DELIVERY:** The delivery date given is based on AFT's experience in normal conditions. AFT shall not be liable for damages for delivery later than the date stated.
- 5. PACKING AND SHIPPING:** The Purchaser may specify a method of marking but the method of packing and manner of Shipment will be selected by AFT. If the Purchaser selects any other methods of packing or shipping, any additional expense incurred will be the Purchaser's responsibility.
- 6. FORCE MAJEURE:** AFT shall not be responsible for its inability to complete the Purchaser's order under the terms, conditions and prices as contracted when prevented from doing so by any cause beyond its control. Such acts shall include, but are not limited to, Acts of God, strikes, inability to obtain labor, fuel or raw materials, and extraordinary cost escalations in materials or services, AFT shall promptly notify the Purchaser of any such inability to perform.
- 7. COMPLIANCE WITH LAWS:** All of the goods furnished and services provided by AFT shall be furnished and provided in compliance with all applicable federal, provincial, and local laws, including these regarding discrimination in employment in effect at the time of this quotation.
- 8. WARRANTY:** AFT warrants that the products or equipment delivered to the Purchaser shall be free from defects in material and workmanship for a period of one (1) year from the date of original delivery. AFT's obligations under this warranty are limited to replacing or repairing, at its option, at its plant or at the plant of its authorized service representative, any products which under normal and proper use and maintenance are proved to AFT in their sole discretion to be defective within the warranty period.

Any part of a product which is repaired or replaced under this warranty will be warranted to be free from defects in material and workmanship for the remainder of the one (1) year period from the date of original delivery, providing that the Purchaser has: operated the equipment according to generally approved industry practices; complied with operating manuals, conditions of operation specified herein and other instructions supplied by AFT and; notified AFT in writing promptly upon discovery of defect.

AFT's obligations do not include transportation costs or the costs of installing any part which is replaced or repaired and the Purchaser shall be solely responsible for such costs. Furthermore, this warranty does not cover those parts which normally wear out due to the general wear and tear of standard use.

THE FOREGOING IS AFT'S SOLE WARRANTY. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, ARE EXCLUDED AND DISCLAIMED.

9. LIMITATION OF LIABILITY: In no event, whether as a result of contract, tort, strict liability or otherwise, shall AFT be liable for special, incidental, consequential or punitive damages, including but not limited to, loss of use profit or revenue.

10. CANCELLATION: An order placed by Purchaser and accepted by AFT cannot be canceled by the Purchaser except: with AFT's written consent; payment for all completed products; and payment for all costs for; material, labor, overhead engineering administrative and a reasonable profit. All products and material special to the order shall become the property of the Purchaser.

11. CONFIDENTIAL INFORMATION: Purchaser shall not disclose, use or reproduce any confidential information obtained from AFT except as authorized in writing by AFT. Purchaser shall return all materials containing confidential information of AFT upon cancellation of an order.

12. NONWAIVER: The waiver by AFT or the Purchaser of any of their rights under these terms and conditions of sale in any one or more instances shall not constitute a waiver of any other rights hereunder or of such rights on any future occasion.

13. ASSIGNMENT: Any purchase order made pursuant to this quotation may not be assigned by either AFT or the Purchaser except with the express written consent of the other party.

14. GOVERNING LAW: These terms and conditions, and any purchase order made pursuant thereto, shall be construed and interpreted, and the rights of the parties determined by the laws of the Province of Quebec.

15. NOTICES: All notices and other communications shall be in writing and shall be delivered personally or mailed postage prepaid to the parties at their respective addresses, subject to the right of either party to provide by written notice a change of address.

ENTIRE AGREEMENT: This quotation, and any purchase order submitted pursuant to this quotation which is accepted by AFT shall constitute the sole and exclusive agreement between the Purchaser and AFT and the agreement may not be altered, amended, modified or rescinded except by a writing signed by the Purchaser and AFT

Aikawa Fiber Technologies

72, Queen street
Sherbrooke, Québec
Canada J1M 2C3

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AFT
AIKAWA GROUP

SECTION 1 - DEFINITIONS

Agreement – shall mean this Purchase Order and these Terms and Conditions, all attachments and exhibits and any changes to this agreement approved according to Section 3.

As Sold Proposal – shall mean the Seller’s proposal as attached to the purchase order, if any.

Delivery Point – shall mean Facility Site unloading area located at 1403 State Highway 261, Starbuck Washington, 99359 or, as specified in the Purchase Order.

Delivery Dates – shall mean, collectively, the Drawing and Data Document Delivery Dates and the Equipment Delivery Dates.

Effective Date – shall have the meaning as set forth in Section 9.

Engineering Requisition – shall mean any supplemental requirements or specifications attached to this purchase order and labeled “Engineering Requisition”.

Engineering Specification – shall mean the specification attached to the Purchase Order and any attachments thereto.

Equipment – shall have the meaning as set forth in the Purchase Order or in the As Sold Proposal.

Facility – shall mean the Lyons Ferry Straw Pulp Plant near Starbuck, WA.

Incoterms CIP – shall mean Incoterms 2010, Carriage and Insurance Paid to the Delivery Point.

Notice – shall mean a written correspondence between the Parties. Notices to the Owner shall be presented to:

Columbia Pulp I, LLC
164 East Main Street
Dayton, WA 99328

Attention:
Larry Tantalo
Phone: 206-940-9527

Email: larry.tantalo@columbiapulp.com

Notices to the Seller shall be presented to the Seller at the address shown under ‘Sold By:’ in the Purchase Order.

Owner – shall mean the Columbia Pulp, LLC, Lyons Ferry Straw Pulp Plant, its successors and assigns (which may include a lessor of premises upon which the Facility is situated, a lender or its trustee, or a guarantor of loans for the construction of the Facility, or who has entered into contract with the issuer of the Construction Contract to acquire the Facility), who has contracted with Owner to provide a Facility for which Owner is entering into this Agreement with Seller to supply the Work covered by this Agreement.

Party(ies) – shall mean individually and/or collectively the Owner and Seller as named Named in the Purchase Order.

Agreement Price – shall have the meaning as set forth in in the Purchase Order.

Remedy - shall mean correction of a Warranty nonconformity or defect by Seller.

Seller – shall mean the party named in the Purchase Order under ‘Sold By’..

Services – shall include start-up and commissioning requirements for the Acceptance Test which shall be billed at Seller’s published rates at the date of this contract.

Subcontractors – shall mean Seller’s suppliers and subcontractors of any tier.

Warranty – shall mean the Mechanical and Performance warranty terms as presented in the Seller’s As Sold Proposal...

Work – shall mean the Equipment and Services for which Owner is entering into this Agreement.

SECTION 2 - SCOPE OF WORK

Seller shall furnish, design, fabricate, test, as required, and deliver to the Delivery Point, the goods and services as specified in the Purchase Order and as further detailed in the Engineering Requisition, if attached, (collectively the “Work”).

SECTION 3 - DOCUMENTS AND ORDER OF PRECEDENCE

The following list of documents shall be the sole documents that comprise this Agreement and contain all of the terms, conditions and provisions of this Agreement. The documents have been listed in order of precedence in the event of a conflict. Any conflict arising in any single document shall be brought to the other Party’s attention as soon as practical. In the case of a conflict, the conflicting item(s) having the highest order of precedence shall prevail.

Any Change Order to this Agreement as per Section 12,
The Purchase Order,
The Engineering Requisition, if attached,
These Purchase Order Terms and Conditions,
Seller’s As -Sold Proposal as attached to the Purchase Order
The Engineering Specification for the Work,

SECTION 4 – AGREEMENT MILESTONES AND SCHEDULE

4.1- Drawing and Data Document Schedule
Drawing and Data Document Delivery Dates shall be as outlined in the As Sold Proposal.

4.2- Equipment Delivery
Equipment Delivery Dates shall be as stated in the As Sold Proposal.

4.3- Force Majeure:
Shipment dates are based upon the Seller’s commitment at the date of the As Sold Proposal. The Seller will exercise its best efforts to ship on schedule, but shall not be liable for any damages or losses caused by any delay in delivery caused by strikes, floods, fires, accidents or any legislative, administrative or exclusive law, order, or requisition of the Federal Government or any State or Municipal Government or any subdivision, department or office thereof.

SECTION 5 - AGREEMENT PRICE

The price to be paid for the Work the Seller is to perform under this Agreement is as shown on the Purchase Order. Shipping and Halding charges between the FOB point, as shown in the Purchase Order, and the Delivery Point will be as shown on the Purchase Order.

The terms of payments shall be as shown in the purchase order, or if not shown, payment of the net invoice amount in 30 days.

SECTION 6 - DELIVERY

Seller shall deliver the Equipment CIP (Incoterms 2010) to the Delivery Point.

6.1 - Importer of Record

Seller shall be Importer of Record for all goods shipped by it in fulfillment of its obligations under this Agreement.

6.2 - Delivery Point

The Delivery Point for any shipments will be as shown on the Purchase Order.

The facility address for the Lyons Ferry Straw Pulp Plant is:

Facility Site: 1403 Highway 261
Starbuck, WA 99359

6.3 - Receiving Hours

Equipment will be received by the Owner during regular working hours at the Delivery Point. Seller shall provide the Owner’s representative with 10 days’ notice prior to major equipment deliveries to ensure the availability of unloading personnel and equipment.

6.4 – Partial Shipments

The Seller will not accept partial shipments made by third parties to the Delivery Point except under the following conditions:

1. The shipment is accompanied by paperwork that clearly identifies the Seller and the component of the Work being shipped.
2. The items(s) being shipped are clearly identified with tags, labels or identifying marks indicating which components of the Work the item(s) are part of.
3. Clear instructions regarding how these components are to be incorporated into the Work including, as appropriate, drawings, lists, installation manuals and/or operating and maintenance manuals.
4. The notice specified in 6.3 above has been given including the origin and shipment method of delivery of the items(s).

SECTION 7 – INVOICING AND PAYMENT

7.1 Invoicing

Invoice(s) relative to this Agreement shall be identified with Owner’s identifying Purchase Order number and directed to
Columbia Pulp, LLC
164 E. Main Street
P.O. Box 183
Dayton, Washington 99328

Or as directed in the purchase order. Invoices without a Purchase Order number clearly identified will be returned without payment to the Seller.

7.2 Payment

Owner shall approve for payment invoices that are accompanied by documentation that demonstrates that the Work for which payment is requested has been completed. Such approval shall not be unreasonably withheld. If the Owner cannot confirm that the work has been completed as specified by evidence from the receiving staff at the site or by the Owner’s engineer(s), the invoice will be returned to the Seller with an explanation of the deficiencies.

In no event will the Owner pay any interest, late fees or any other additional amounts claimed on invoices arriving without the required documentation.

Invoices that have been approved for payment by the Owner and the lender’s construction monitor will be paid by the trustee within two business days of the day-after the trustee’s monthly disbursements.

SECTION 8 - TERMINATION

The Owner may cancel this Agreement upon the written notice to the Seller. If this Agreement is terminated by the Owner, the Seller is entitled to reasonable cancellation charges including but not limited to labor expended, materials obtained or expended, reasonable overhead and profit.

SECTION 9 - EFFECTIVE DATE OF THIS AGREEMENT

Effective date of this Agreement shall be the shown on the Purchaser Order and ‘P.O. Date’, or as modified by the text of the Purchaser Order or any subsequent change orders.

Equipment and documentation schedules shall be predicated upon the Effective Date of this Agreement.

SECTION 10 - COMPLETION AND ACCEPTANCE

Completion and Acceptance of the Work shall be granted to Seller only upon satisfactory completion of the following, all in accordance with the terms of this Agreement. Payments labeled as final payment, retention payment or payment upon startup will be subject to the following conditions:

- a. All Work has been completed;
- b. All deliverables have been provided; Delivery by Seller to Owner of all required drawings and documentation, including instruction manuals and equipment documentation;
- c. Delivery of all installation, operations and maintenance manuals (IOM) which shall be in such detail as will enable the Owner to install, operate, maintain, repair, dismantle, reassemble and adjust all parts of the equipment supplied by Seller;,-
- d. All Equipment (including special tools) has been delivered to Owner; and
- e. The Acceptance Test, as defined in the Purchase Order or Engineering Requisition, if any, is passed by the installed equipment.

The Acceptance Test shall be conducted as follows:

- a. The Owner and the Seller will develop a detailed protocol for the test which states the degree of completion of the Work, the operating conditions under which the testing will be conducted, the procedure for conducting the test, the test duration and the instrumentation required for measuring the results.
- b. The acceptance criteria shall be as outlined in the As Sold Proposal. The guaranteed parameters are as shown in the Purchase Order or the Engineering Requisition.
- c. In order for the performance guarantee to be valid the system will need to be operated as per the guidelines and instructions from the Seller. The quality, temperature etc. of the incoming streams will need to meet the requirements as outlined in the Seller’s proposal.
- d. If the Work fails to achieve the acceptance criteria performance, the Seller will be given 30 days to Remedy the deficiency at its own cost so as to achieve the acceptance criteria. A subsequent Acceptance Test shall then be conducted according to the protocol developed. This procedure will be repeated as long as necessary for the Seller to pass the Acceptance Test, unless the Owner cancels the Acceptance Test procedure as provided below. The Seller will reimburse the Owner for reasonable expenses in conducting any second or subsequent acceptance tests.
- e. Seller may also have the option of either providing a third party to perform the Remedy or make a request of Owner to accommodate such Remedy.

If, after 90 days has elapsed from the commencement of the first Acceptance Test, and Work has not passed an Acceptance Test, the Owner shall have the right to cancel the Acceptance Test procedure and provide such Remedy as the Owner may deem to

be appropriate. Backcharges for the cost of the Remedy in this event shall be paid by the Seller.

If the Seller and the Owner do not agree as to the amount or appropriateness of the backcharges, the dispute will be handled according to the procedure in Section 11.

SECTION 11 - DISPUTE RESOLUTION

Any dispute between the parties shall be handled in the following manner:

- a. Mediation. In the event that any dispute (“Dispute”) arises between the parties related to this Agreement, the parties agree to submit the Dispute to non-binding mediation upon either party providing the other with written notice describing the Dispute in detail within 3 days after the Dispute is identified. The parties shall cooperate in selecting the mediator, and the mediation shall occur within 30 days of a party providing written notice to the other party of the Dispute. The mediation shall take place in Seattle, Washington.
- b. Arbitration. If mediation does not take place and resolve the Dispute within 30 days after the notice of the Dispute is given, such Dispute shall be submitted to final and binding arbitration pursuant to the Washington version of the Uniform Arbitration Act (RCW 7.04A). The arbitration shall be conducted pursuant to the American Arbitration Association’s Construction Industry Arbitration Rules, and it shall take place in Seattle, Washington. The arbitrator does not have to be an American Arbitration Association arbitrator. The substantially prevailing party in any such arbitration shall be entitled to recover its reasonable costs and attorney fees.

SECTION 12 – CHANGE ORDERS

Changes to this Agreement shall be in written form and signed by both the Owner and Seller.

SECTION 13 – MECHANICAL WARRANTY

The Seller will provide a mechanical warranty against defects in manufacture and design as shown in the Purchase Order or as in the As Sold Proposal.

SECTION 14 - SECURITY INTEREST

Seller hereby grants to Owner a first priority security interest (the “Security Interest”) in all of Owner’s right, title, and interest in and to the Work and related accessories, including but not limited to all parts, drawings, documents, manuals, inventory, appurtenances or materials relating to the construction, furnishing, designing, fabricating or testing such equipment and accessories, identified by this Agreement (the “Collateral”). From time to time at Owner’s request, Seller shall execute and deliver all further instruments and documents and take all further action as may be reasonably necessary to perfect the first priority security interest granted in the Collateral pursuant to this Agreement or to enable the Owner to exercise and enforce its rights and remedies with respect to the aforementioned Collateral. Seller authorizes the Owner or the Owner’s Lender to file a financing statement describing the Owner’s Security Interest in the Collateral

SECTION 15 - ASSIGNMENT AND COOPERATION WITH COMPANY’S LENDER.

The Owner may assign its rights or delegate its obligations under this Agreement and its Security Interest in the Collateral to any lender (“Lender”) which is financing the Owner’s acquisition of the Collateral as collateral security for the performance of the Owner’s obligations to the Lender upon prior written notice to Seller. Seller shall cooperate with the Owner and the Owner’s Lender in satisfying any reasonable requirements for financing of the Work. Seller shall, upon request, execute in favor of the Owner’s Lender a waiver and right of entry to Supplier’s premises, permitting the Lender party to inspect Collateral and the Work under construction pursuant to this Agreement and enforce Lender’s security interests in the equipment and related accessories to be provided by Seller to the Owner pursuant to this Agreement. Seller shall subordinate Seller’s lien rights in and to the equipment and related accessories to the Security Interest and any security interest of the Owner’s Lender.

SECTION 16 - TECHNICAL ADVISORY SERVICES

Seller shall make available and provide, upon request of Owner, the services of competent, qualified field personnel to assist Owner in the unloading, installation/erection and commissioning of the Equipment furnished hereunder. Owner will compensate Seller for said services in accordance with Seller’s, and Seller’s subcontractors, published rate sheet in effect as of the Effective Date of this contract...

SECTION 17 - TAXES

This Agreement is exempt from Washington State Sales Tax. Tax Purchase Exemption Certificate will be provided.

SECTION 18 – APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

SECTION 19 - AGREEMENT ACCEPTANCE

This Agreement shall be deemed to be accepted by both parties upon the acceptance of any payment by the Seller by the Owner.