



PURCHASE ORDER

Columbia Pulp

164 East Main Street
Dayton, WA 99328
Phone 509-288-4892

P.O. NO. 17-0027
DATE: JANUARY 15, 2018

VENDOR Pump Tech, Inc.
209 S Hamilton Rd
Moses Lake, WA 98837
Contact: Mike Shoemaker
Email: mshoemaker@pumptechnw.com
Phone: 509 766-6330

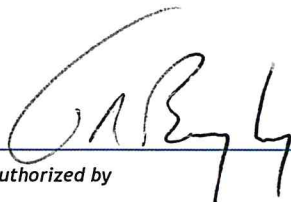
SHIP TO Ralph Raymond
Columbia Pulp
1351 Highway 261
Starbuck, WA 99359
Phone: 253-468-8722

SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE
Truck	FOB Montesano, freight prepaid and added	As stated

QTY	ITEM #	DESCRIPTION	JOB	UNIT PRICE	LINE TOTAL
2	1	Vaughn Model HE8N10CS-160 Horizontal End Suction Chopper Pumps and motor with 60 HP 1200 rpm 1.15 SF, C-Flange mount TEFC motor mounted on pump		45,970	91,940
2	1	Stainless steel adder for Casing, back pull-out plate and external cutter, impeller and cutter bar (CD4MCu)		15,325	30,650
All equipment generally per PumpTech Sales Quotation 0137148 dated 11/30/2017					
Terms of Delivery: The Plant is site at 1351 State Highway 261, Starbuck, WA. All deliveries are to be coordinated through Ralph Raymond, Pacific Civil and Infrastructure Project Manager (Phone: 253-468-8722, email: rraymond@paccivil.com) No deliveries will be accepted without the prior consent to delivery time and date from Ralph Raymond. Delivery time: 14 weeks after receipt of order					
Terms of payment, invoiced upon shipment, invoice terms net 30 days. The exact delivery address will follow All deliveries are to be coordinated through Ralph Raymond, Pacific Civil and Infrastructure Project Manager (Phone: 253-468-8722, email: rraymond@paccivil.com) No deliveries will be accepted without the prior consent to delivery time and date from Ralph Raymond.					

Terms of Payment - 15% on receipt of approved drawings 30% with order of major components 20% upon receipt of major components 30% upon shipment 5% upon startup Invoice payment terms 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					
Your attention is drawn to the <i>Columbia Pulp, LLC Lyons Ferry Straw Pulp Plant Purchase Order Terms and Conditions</i> attached to this purchase order. The Lyons Ferry Straw Pulp Plant Project is sales tax exempt in the state of Washington. Columbia's Manufacturer's Sales and Use Tax Exemption Certificate is attached to this purchase order.					
				SUBTOTAL	\$122,590.00
				SALES TAX	Non-Taxable
				TOTAL	\$122,590.00

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 correspondence to:
 Loren Monroe
 Columbia Pulp, LLC
 164 E Main St
 Dayton, WA 99328


 1/18/18

 Authorized by Date



PumpTech Inc.
209 S Hamilton Rd
Moses Lake, WA 98837
Phone: 509-766-6330
Fax: 509-766-6331
mshoemaker@pumptechnw.com

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Sales Quotation

TO:
Larry Tantalo
Columbia Pulp
PO Box 183
Dayton, WA 99328
Phone: 206-940-9527

Salesperson: Mike Shoemaker
Lead Time: 10-12 weeks
FOB: FOB ORIGIN - FFA
Ship Via: BEST WAY

Customer#: 0175609

Quote #: 0137148
Date: 11/30/2017
Expires: 2/4/2018

Project Name: Lyons Ferry Straw Pulp Project

Item		Price	Qty	Extend
Q37816C	VAUGHAN MODEL HE8N10CS-160 HORIZONTAL END SUCTION CHOPPER PUMP CONSISTING OF: -CASING AND BACK PULL-OUT PLATE, cast ductile iron. -IMPELLER, UPPER CUTTER AND EXTERNAL CUTTER, cast steel, heat treated to minimum 60 Rockwell C Hardness. Impeller dynamically balanced. -CUTTER BAR, plate steel, heat treated to minimum 60 Rockwell C Hardness. -SHAFT, heat treated steel. -BEARINGS, ball type thrust and radial bearings, oil lubricated. -BEARING HOUSING, cast ductile iron with sight glass. -FLUSHLESS MECHANICAL SEAL, cartridge type with TC faces and integral shaft sleeve, as manufactured by Vaughan. -ELASTOMERS, BUNA N -FLANGES, 8" discharge - 125LB ANSI rated & 10" inlet, 150 LB ANSI rated. -COUPLING, elastomeric type by TB Woods. -MOTOR MOUNT, 1018 steel, piloted for "C" flanged mounted motor. -BASE, fabricated 1018 steel. -PUMP SUBMITTAL FINISH: Sandblasted and a prime coat of Tnemec Perma-Shield PL Series 431 Epoxy and a finish coat of Tnemec Perma-Shield PL Series 431 Epoxy (for a total minimum thickness of 30 MDFT). (Except Motor) ELECTRIC MOTOR CONSISTING OF: - DRIVE, BALDOR 60 HP, 1200 RPM, 460/3/60, 1.0 SF, TEFC IEEE-841 electric motor. To be run on customer supplied constant torque variable frequency drive.	45,970.00	2.00	91,940.00

SERVICES CONSISTING OF:

Continued



PumpTech Inc.
209 S Hamilton Rd
Moses Lake, WA 98837
Phone: 509-766-6330
Fax: 509-766-6331
mshoemaker@pumptechnw.com

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Sales Quotation

TO:
Larry Tantalo
Columbia Pulp
PO Box 183
Dayton, WA 99328
Phone: 206-940-9527

Salesperson: Mike Shoemaker
Lead Time: 10-12 weeks
FOB: FOB ORIGIN - FFA
Ship Via: BEST WAY
Project Name: Lyons Ferry Straw Pulp Project

Customer#: 0175609
Quote #: 0137148
Date: 11/30/2017
Expires: 2/4/2018

Item		Price	Qty	Extend
STAINLESS STEEL ADDER	- FACTORY SUBMITTALS AND O&M MANUALS STAINLESS STEEL PARTS CONSISTING OF: -CASING, stainless steel. -BACK PULL-OUT PLATE, UPPER CUTTER AND EXTERNAL CUTTER, IMPELLER AND CUTTER BAR, cast CD4MCu heat-treated stainless steel. Impeller dynamically balanced. -SHAFT, 316 stainless steel.	15,325.00	2.00	30,650.00
Freight	FOB: Montesano, WA	0.00	1.00	0.00
SUBMITTALS / DELIVERY	SUBMITTAL TIME IS 4 - 6 WEEKS AFTER RECEIPT OF ORDER	0.00	1.00	0.00
ESTIMATED MANUFACTURING LEAD TIME IS 14 TO 16 WEEKS AFTER RECEIPT OF APPROVED SUBMITTALS, RELEASE TO PRODUCTION AND EXECUTED PURCHASE ORDER. ESTIMATED SHIP DATES ARE SUBJECT TO CHANGE DEPENDENT ON MOTOR AVAILABILTY. VAUGHAN CO. WILL ARRANGE SHIPMENT UPON RECEIPT OF APPROVED FACTORY TESTS, IF APPLICABLE.				
FOB: MONTESANO, WASHINGTON VIA BEST WAY NET 30 DAYS, CONTINGENT ON CREDIT APPROVAL QUOTATION VALID FOR 60 DAYS				

SubTotal 122,590.00

The above order is subject to Pumptech Inc. standard terms and conditions and credit approval which are attached and made part of this agreement. We appreciate your interest in our products and services and if you have any questions on our offerings please do not hesitate to call.

By signature below, I accept this offering:

Signed: _____

Name: _____ Title: _____

Sales Tax: 0.00
Total: 122,590.00



STANDARD TERMS & CONDITIONS

SHIPMENT

Estimated shipment from manufacturer can proceed as quoted after receipt of approved submittals and purchase order. Quoted shipment time is not guaranteed and is based on information from our suppliers. Any late delivery charges due to shipment beyond the above estimated schedule will not be accepted.

CONDITIONS OF SALE

PUMPTECH INC is not bound by the terms and conditions in Purchaser's Purchase Order or in Purchaser's or Owner's Plans & Specifications unless such terms are delivered to PumpTech prior to quotation and referenced in the quotation .

PUMPTECH INC is not responsible for delay, disruption, consequential or liquidated damages of any sort, unless Purchaser requests and receives a quotation which includes pricing and terms for such damages.

CREDIT APPROVAL AND PAYMENT TERMS

Credit approval is required by PUMPTECH INC. prior to release of order to manufacturer; however, submittal may begin at the time of receipt of purchase order. PUMPTECH, INC.'s payment terms are Net 30 days from invoice date. In some circumstances PUMPTECH, INC. may require Progress Payments. Progress payments are due and payable on receipt of invoice. "Standard Progress Payment Plan" is defined as a payment plan that includes the following terms in the Purchase Order or in the agreement:

- a. 15% - Fifteen percent on receipt of approved drawings
- b. 30% - Thirty percent with order of major components
- c. 20% - Twenty percent on receipt of major components at our facility
- d. 30% - Thirty percent upon shipment
- e. 5% - Five percent on start up

A finance charge of 1.5% per month will be charged on all past due balances. If PUMPTECH, INC. is forced to turn this over to a collection agency; purchaser agrees to pay costs of the collection to the extent that is allowed by law for commercial accounts. Purchaser also agrees to pay attorney fees and court costs in the event of a suit.

WARRANTY

The only warranty/guarantee implied or applied to this quotation are those as put forth by the original manufacturer. Products manufactured by PUMPTECH INC. are warranted to be free from defects in material and workmanship for a period of one (1) year from the date of installation provided that the product is properly installed, serviced, and operated under normal conditions.

TAXES

The pricing in the quotation does not include any local, state, or federal taxes. If applicable, taxes will be included on the invoice.

With the signature below, purchaser agrees to the above terms and conditions, and authorizes PUMPTECH INC. to proceed with the order.

(Purchaser's signature)

Printed Name & Title

(Date)

**Columbia Pulp, LLC
Lyons Ferry Straw Pulp Plant
Purchase Order Terms and Conditions**

August 2, 2017

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 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 Hauling 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 item(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 item(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 Associations Construction Industry Arbitration Rules, and it shall take place in Seattle, Washington. The arbitrator does not have to be an American Arbitration Association arbiter. 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.