



PURCHASE ORDER

Columbia Pulp

P.O. NO. 17-0022
DATE: JANUARY 4, 2018

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

VENDOR SPX Cooling Technologies c/o
Courtney and Nye
382 SE Washington St
Hillsboro, OR 97123
Contact: Chaoyi Lin
Email: clin@courtneyandnye.com
Phone: (503) 693-1221

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

SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE
Truck	FOB Plant Olathe Kansas, freight prepaid and add.	As stated

QTY	ITEM #	DESCRIPTION	JOB	UNIT PRICE	LINE TOTAL
1	1	<p>Marley NC Class model NC8409UAN factory assembled 4-Cell crossflow cooling tower Design Condition Per 4-cell tower: 6,600 gpm 109.0 °F Hot Water 85.0 °F Cold Water 76.0 °F Entering WB With NEMA 50 HP 1 speed / 1 wind 3 phase / 60 Hz / 230/460v 1.15sf / TEFC 1800 RPM Premium Efficiency motors Inverter duty nameplated</p> <p>Cooling Tower features and scope generally as per Courtney & Nye Quotation BLAKE JOHNSON_180104_145559321 (1) dated 4 January 2018</p> <p>Shipment 30 days after drawing approval.</p>		\$282,467.11	\$282,467.11
		<p>Attachments: Proposal BLAKE JOHNSON_180104_145559321 (1) 1-4-18 SPX Cooling Tower Limited Warranty Columbia Pulp Lyons Ferry Purchase Order Terms and Conditions.</p>			
<p>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.</p>					

Terms of Payment - 100% upon shipment Invoice terms net 30 days					
All Engineering Information must be sent to: Allnorth Consultants Ltd. Attention: Erin Branchi, Document Control Email: ebranchi@allnorth.com Ph: 250-753-7472 Note - Please quote project number 15NA0050 in the subject line of any e-mail submissions					
Your attention is directed to the Columbia Pulp, Lyons Terry Straw Pulp Plant Purchase Order Terms and Conditions (attached). By reference, these terms and conditions are incorporated into this purchase agreement.					
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 available upon request.					
SUBTOTAL					\$282,467.11
SALES TAX					Non-Taxable
TOTAL					\$282,467.11

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, Controller; and,
Larry Tantalo, Project Manager
Columbia Pulp, LLC
164 E Main St
Dayton, WA 99328


Authorized by

1/6/18
Date

Proposal to:
 AllNorth Consultants Ltd
 20 Townsite Road
 2nd Floor
 Nanaimo, BC V9S 5T7

Project:
 Allnorth Lyons Ferry Straw Pulp Plant
 Hillsboro, OR

Engineer:

Opportunity / Quote No. (Ver): CHAOYI LIN_171117_114526727 / BLAKE JOHNSON_180104_145559321 (1)
 Rep Quote No.:

January 4, 2018

TOWER MODEL	PERFORMANCE CONDITIONS	MOTOR DATA	TOWER DIMENSIONS	WEIGHTS
Quantity of (1) Marley NC Class model NC8409UAN factory assembled 4-Cell crossflow cooling tower	Per 4-cell tower: 6,600 gpm 109.0 °F Hot Water 85.0 °F Cold Water 76.0 °F Entering WB	NEMA 50 HP 1 speed / 1 wind 3 phase / 60 Hz / 230/460v 1.15sf / TEFC 1800 RPM Premium Efficiency Inverter duty nameplated	Each cell: (without options) Length 13' - 10 3/4" Width 22' - 5" Height 11' - 11 3/4" Per 4-cell tower: (with options) Length 59' - 8 1/8" Width 22' - 5" Height 15' - 0 7/8"	Per cell: Shipping: 13,367 lb Operating: 30,319 lb Per 4-cell tower: Shipping: 53,466 lb Operating: 121,274 lb

Quantities shown below are per tower.

Base Tower Construction/Equipment:

- Galvanized Steel casing.
- Galvanized Steel structure.
- Galvanized Steel collection basin.
- Galvanized Steel distribution basin.
- Low Sound fan with aluminum blades.
- Marley designed Geareducer® with 5-year warranty.
- PVC film fill with integral louvers and drift eliminators designed and manufactured by Marley.
- Published sound data is independently verified by a CTI licensed test agency.
- CTI certification per STD-201.
- HDG steel fan guard.

Collection Basin Connections and Accessories:

- All flanges are to Class 125 ANSI B16.1 standard.
- All threads are to American Standard Pipe Taper Thread.
- (4) 14 in (356 mm) diameter bottom outlet(s) with trash screen(s) and anti-vortex plate(s).
- Galvanized interconnecting flume(s) for water flow and equalization between cells
- 4 in (102 mm) diameter combination drain and overflow in each cell
- (1) 2 in (50.8 mm) water make-up float valve

Distribution Basin Inlet and Accessories:

- (2) 10 in (254 mm) diameter top inlet connections per cell.
- (2) 10 in (254 mm) horizontal flow control valves per cell.

Maintenance & Maintenance Access Features:

- Tower is designed in accordance with OSHA safety standards.
- This quotation does not include features which are available to allow safe access on the fan deck while the fan is still operating. If this is a desired feature for your intended operation, please contact your sales representative.
- Convenient access to the collection basin and plenum area is provided via a large access door located on each endwall
- Easy fitting perimeter guardrail, kneerail & toeboard
- (1) Cased face ladder
- Easy fitting ladder safety cage(s)

Control Systems:

- No starters
- (1) IMI 685B Electronic, DPDT, 4-20mA, 85 to 245 VAC vibration cutoff switch per cell

Field Installed Equipment:

The field installed portion of the equipment will require approximately 88.3 man-hours of installation time after the tower arrives at the jobsite (based on USA experienced crew). The price to install these components is NOT included in the total price.

Total Sell Price (US Dollar) \$ 282,467.11
(Freight included. Installation labor not included. Taxes not included.)

Payment Terms: NET 30 days from date of shipment (subject to credit approval)

Freight Terms: F.O.B. SPX plant(s) Olathe, Kansas, USA with freight prepaid

Shipment Lead-Time After Drawing Approval: 30 business days

The following options are offered for your consideration:

The SPX Cooling Technologies Certification of Limited Warranty ("Warranty Certificate") shall include an 18 month labor warranty. All other terms of the Warranty Certificate remain unchanged and in effect.	\$ 6,890.40
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Please advise if the drawing type you need has not been supplied. These are the available drawing types:

- PDF 2D documents - These documents display the tower geometry with dimensions, notes and annotations.
- DWG 2D AutoCAD layouts – This 2D layout is a full scale electronic representation of the tower to insert into your own AutoCad layout. The .dwg contains no text so should be accompanied by the PDF files.
- JT 3D solid model files - These lightweight 3D solids may be used by solid model programs such as NX (Unigraphics), I-DEAS, Solid Edge, Catia, Pro/Engineer, and Autodesk Inventor 2009, among others. A free JT viewer can be found at www.jt2go.com. JT is not compatible with Revit; however, the JT file can be converted to DWG using Autodesk Inventor and then imported into Revit. This results in a heavy Revit file thus not suitable for all applications.
- Revit – Configuration specific Revit files are not yet available. However, a lightweight Revit part family showing the basic tower may be downloaded from our website. Go to <http://spxcooling.com/revit>.

Notes:

- It is the responsibility of the purchaser to determine the suitability of this equipment for the specific application and all applicable code requirements. Please reference the supporting steel arrangement drawing for the product windload and seismic capacities. The product is designed, analyzed, and tested in accordance with the requirements of the International Building Code and American Society of Civil Engineers. Design of the anchorage support system is not included in this quote and shall be administered by others.
- **Any purchase orders should be made out to SPX Cooling Technologies.**
- **This is a proposal and not a contract. When signed by the Purchaser in the space provided below, this form will be considered a purchase order from the Purchaser to SPX Cooling Technologies ("SPX Cooling"). Purchaser's order is not binding on SPX Cooling until the order is accepted by SPX Cooling as indicated by a signature of an officially authorized employee of SPX Cooling in the space provided below. The SPX Cooling Sales Representative providing this proposal has no authority to bind SPX Cooling to any contract, or contract terms or conditions in contradiction to those stated herein.**
- **Offer to purchase is valid for thirty (30) days from the proposal date. Shipment must be made within ninety (90) days of original purchase date. For requested shipments beyond ninety (90) days, pricing must be approved prior to receipt of order.**
- All sales, use or excise taxes payable by SPX Cooling, or to be collected by SPX Cooling from Purchaser, in connection with the sale, installation, or use of the proposed equipment shall be added to the prices quoted above at time of shipment. Any purchase order submitted for a tax exempt project must be accompanied by the Purchaser's valid tax exemption certificate for the state to which the goods are to be delivered. It is the Purchaser's responsibility to provide this documentation. SPX Cooling will not be liable for any failure of Purchaser to pay sales tax without said documentation.
- SPX Cooling's responsibility for delivery is limited to date of shipment. Carrier can be requested to give a maximum of 24 hours notice of delivery. Shipments involving more than one truck may arrive at a job site at different times.

- Purchaser to receive, unload, haul, hoist and set tower(s) in place.
- SPX Cooling hereby warrants the inclusion of labor, when specifically purchased as an option. Labor coverage shall be limited to the specified duration (as indicated by the option purchased) beginning at date of shipment by SPX Cooling to the original installation.
- **This proposal is made expressly conditional upon Purchaser's acceptance of SPX Cooling's Standard Terms and Conditions, and the applicable SPX Cooling Standard Warranty Certificate. These documents are attached. No terms or conditions, including warranty provisions, that are submitted by Purchaser as part of its acceptance shall be valid, and all such terms are hereby expressly objected to and shall have no effect.**

Blake Johnson
Seattle Office
bjohnson@courtneyandnye.com
360-936-9573

Accepted by (see note above):

_____	_____	_____
Representative	Purchaser	SPX Cooling Technologies
_____	_____	_____
Printed Name	Printed Name	Printed Name
_____	_____	_____
Title	Title	Title
_____	_____	_____
Date	Date	Date

Please fill in the required information below prior to submitting your order:

TOTAL AMOUNT

Purchaser's Company Name

PO#

Phone

Fax

Shipping Address

Billing Address

Requested Delivery Date

Delivery Notify Contact Name

Delivery Notify Contact Phone



TERMS AND CONDITIONS OF SALE BY SPX COOLING TECHNOLOGIES, INC. ("Seller")

1. ACCEPTANCE AND GOVERNING PROVISIONS. Orders shall be binding upon Seller when accepted in writing by an authorized representative of Seller. SELLER'S ACCEPTANCE OF BUYER'S ORDER IS CONDITIONED UPON BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THE "TERMS") AND BUYER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THESE TERMS. THESE TERMS, THE TERMS ON THE FACE OF THIS DOCUMENT, AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON SELLER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF SELLER. THE FAILURE OF SELLER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF BUYER SHALL NOT BE CONSTRUED AS A WAIVER BY SELLER OF THESE TERMS OR AN ACCEPTANCE OF ANY OF BUYER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY BUYER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON SELLER, AND SELLER HEREBY EXPRESSLY OBJECTS THERETO.**

2. LIMITED WARRANTY.

(a) Seller warrants to Buyer that the goods manufactured by Seller will be free from defects in material and workmanship and any services performed by Seller will be in accordance with the specifications of Seller's proposal and appropriate industry standards, as more particularly set forth in Seller's Certificate of Limited Warranty ("Warranty Certificate"), as attached hereto and incorporated herein.

(b) Refer to the applicable Warranty Certificate for specific product coverage.

(c) If within such period Buyer gives Seller immediate notice of the discovery of any such defects, and it shall be proven to Seller's reasonable satisfaction that any goods are defective or any services are nonconforming, such goods shall, at Seller's option, be repaired or replaced (F.O.B. Seller's factory, with all removal and installation to be at Buyer's expense unless Buyer has paid for labor to be included in the warranty to be provided) and such services corrected or a substitute obtained.

(d) Warranty on repaired or replaced equipment will be for the time remaining under the terms of the original warranty.

(e) Seller warrants that all services or goods performed, produced, and furnished hereunder will comply with all applicable federal, state, and local laws, regulations, rules and ordinances.

(f) **THE FOREGOING WARRANTIES STATE SELLER'S ENTIRE WARRANTY (EXCEPT TITLE) AND BUYER'S SOLE AND EXCLUSIVE REMEDY RELATED TO SUCH GOODS AND SERVICES. EXCEPT AS EXPRESSLY SET FORTH ABOVE, SELLER MAKES NO WARRANTY OF ANY KIND WHATSOEVER, AND SELLER EXPRESSLY DISCLAIMS ANY WARRANTIES IMPLIED BY LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(g) **THIS WARRANTY SHALL NOT APPLY TO ANY LOSS OR DAMAGE RESULTING FROM: (i) NORMAL WEAR AND TEAR; (ii) ALTERATION, MISUSE, ABUSE, OR IMPROPER INSTALLATION BY BUYER, POWER FAILURES, OPERATION OR MAINTENANCE BY BUYER OR A THIRD PARTY; (iii) ACCIDENT, FIRE, FLOOD, OR ACTS OF GOD; OR (iv) INACCURATE OR INCOMPLETE INFORMATION OR DATA SUPPLIED OR APPROVED BY BUYER.**

3. LIMITATION OF LIABILITY. SELLER SHALL NOT BE LIABLE UNDER ANY THEORY OF RELIEF, INCLUDING, WITHOUT LIMITATION, BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATED TO AN ORDER OR SELLER'S ACTS OR OMISSIONS FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR LIQUIDATED DAMAGES OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS OR REVENUES, DAMAGE TO PROPERTY, OR LOSS OF USE. SELLER'S ENTIRE LIABILITY FOR DIRECT DAMAGES RESULTING FROM ANY PERFORMANCE OR FAILURE TO PERFORM, DELAY, BREACH OF CONTRACT, BREACH OF WARRANTY, IMPLIED INDEMNITY OR OTHERWISE UNDER THIS AGREEMENT SHALL NOT EXCEED THE PURCHASE PRICE ACTUALLY PAID BY BUYER TO SELLER. IN ADDITION, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES IF AND TO THE EXTENT SUCH DAMAGES ARE CAUSED BY THE NEGLIGENCE OF BUYER, THE END USER OF THE GOODS, OR ANY OTHER THIRD PARTY WHICH IS NOT UNDER THE DIRECT CONTROL OF THE SELLER.

4. PATENTS AND TRADEMARKS.

(a) If notified promptly by Buyer in writing and provided with authority, information, and assistance, Seller shall defend and indemnify Buyer, or may at any time settle, at Seller's option, any suit or proceeding alleging that any goods used, designed or sold by Buyer pursuant to Seller's proposal infringe any United States patent or trademark. Seller shall pay any direct damages awarded in such suit or proceeding up to the amount of the depreciated purchase price of the goods. In the event any goods are held to constitute such infringement and the use of the goods is enjoined, Seller shall, at its option and expense: (i) procure for Buyer the right to continue using the goods; (ii) replace the goods with non-infringing goods; (iii) modify the goods so that they become non-infringing; or (iv) remove the goods and return the depreciated purchase price. **THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF SELLER AND THE SOLE AND EXCLUSIVE REMEDY OF BUYER FOR PATENT OR TRADEMARK INFRINGEMENT RELATED TO THE GOODS.**

(b) **NOTWITHSTANDING THE FOREGOING, SECTION (a) ABOVE SHALL NOT APPLY TO ANY SUIT OR PROCEEDING ALLEGING INFRINGEMENT RESULTING FROM OR RELATED TO SELLER'S COMPLIANCE WITH THE SPECIFICATIONS OR DESIGN OF BUYER OR THE USE OF THE GOODS OF SELLER IN COMBINATION WITH OTHER GOODS OR MATERIALS.** Buyer shall defend and pay any damages awarded in such suit or proceeding described in this subsection (b).

5. DELIVERY AND DELAY.

(a) Unless otherwise agreed to in writing and signed by Seller: (i) goods shall be delivered FOB Seller's Factory (domestic shipments) or FCA Seller's nominated facility (international shipments, not including Canada) (INCOTERMS 2000), Full Freight Allowed to the jobsite (FOR COMPLETE TOWER SHIPMENTS ONLY), with delivery to the initial carrier constituting delivery to Buyer; (ii) title to the goods and all risk of damage or loss shall pass to Buyer upon delivery to the initial carrier; (iii) transportation costs shall be paid by Buyer; and (iv) Buyer shall have sole responsibility for filing any claims with any carrier for delay, loss or damage. **FOR CANADA ORDERS, the following shall apply:** Title passes to the Buyer at the point of shipment, SPX Olathe Plant. Seller has agreed to and has included in the prices here all costs for transportation to Canada, Customs Clearance and all duties.

(b) Dates of delivery or other performance are estimates and are based on, among other things, timely receipt from Buyer of accurate and complete approved drawings, technical data, a fully executed contract or purchase order, and any necessary documents or information required by Seller's credit department. Seller shall have the right to delay shipment of the goods until all required documents or information have been provided by Buyer, and any other requirements, including the payment of any past due amounts, have been fulfilled. Seller shall not be liable for any delay or resulting expense, loss, damage or liquidated damages for any failure to supply materials, labor or supervision as required because of fire, flood, Acts of God, inclement weather, strikes, labor disputes, riots, thefts, accidents, transportation delays, acts or failure to act of Government, Buyer, Owner or any other third party not under Seller's direct control, or any other cause whatsoever, whether similar or dissimilar to the above, beyond the reasonable control of Seller. In the event of such delay, the time of completion will be subject to equitable adjustment, and any additional costs incurred shall be shared between the parties. Seller shall immediately notify Buyer if it expects a delivery to occur earlier or later than the delivery date requested by Buyer. Any claim for missing parts or other items of the goods must be made within sixty (60) days from the date of delivery.

(c) In the event Buyer has not taken title and possession of the goods within six (6) months from the date of the purchase order, freight costs may be subject to adjustment at Seller's discretion.

6. STORAGE. If Buyer's site is not ready to accept goods on the scheduled delivery date, Seller may store the goods at its facility or any other suitable location until such time as Buyer is ready to receive the goods. Buyer shall be liable for any storage fees as determined by Seller. Buyer accepts all risk of damage or loss while the goods are in transit to storage, in storage, or in transit from storage. Buyer shall be responsible for all handling, transportation and storage costs for such goods while they are in transit to storage, in storage, or in transit from storage.

7. CHANGES, SUBSTITUTIONS, AND CANCELLATION.

(a) Any changes requested by Buyer shall be effective upon written acceptance of Seller at Seller's corporate offices. Any changes accepted by Seller which affect the specifications or scope of work of an order shall entitle Seller, as appropriate, to an adjustment to the price, delivery schedule, or other terms affected by such change.

(b) Seller may furnish suitable substitutes for materials unobtainable due to regulations of governmental authorities or unavailability of materials from suppliers.

(c) Buyer may cancel an order, in whole or in part, only with the prior written consent of Seller and upon payment of any applicable cancellation charges. If an accepted order is canceled, in whole or in part, for any reason (except for the gross negligence by Seller), Seller shall be reimbursed for labor and material expended on the order including reasonable overhead and profit. Total charges for cancellation will not exceed the purchase order price.

8. APPROVALS, INSPECTION AND ACCEPTANCE:

(a) Buyer's approval, or failure to disapprove, of drawings submitted hereunder constitutes Buyer's acceptance of equipment design, specifications and other data contained therein.

(b) Inspection of goods at Seller's plant by Buyer, or Buyer's representatives, will be permitted insofar as such inspection does not interfere with Seller's production and provided that complete written details of such inspection are submitted to Seller no less than ten (10) days in advance.

(c) The goods and services shall be deemed accepted, and any claim of Buyer against Seller with respect to an order shall be waived and not enforceable, unless: (i) Buyer has promptly inspected the goods and services, and (ii) written notice from Buyer of any defect has been received by Seller within forty-eight (48) hours of rejection of any equipment inspected upon delivery or performance of any services.

(d) Buyer must give Seller reasonable advance notice and authorization to attend any tests designed to demonstrate that goods or services are defective, and the test conditions are mutually agreed to by Seller and Buyer.

(e) Goods may not be returned without obtaining written authorization and shipping instructions from an authorized representative of Seller.

9. PRICES, PAYMENT AND CREDIT.

(a) Unless other terms have been expressly stated by Seller in writing, Seller's prices: (i) do not include customs, duties, or any domestic or foreign sales, use, excise, or similar taxes under existing or future laws (with Buyer to be charged for same, unless Buyer has provided Seller with an appropriate tax exemption certificate); (ii) are valid for thirty (30) days from the proposal date; (iii) do not include costs for installation of goods; and (iv) do not include costs of any permits, licenses, fees and similar charges required by law or local practice.

(b) Unless otherwise noted on the face hereof, the payment terms shall be one-hundred percent (100%) net thirty (30) days from the date of shipment. Pro-rata payments shall become due with partial shipments of goods or partial delivery of services. Seller shall charge 1 1/2% per month (or such lower percentage as required by applicable law) of the unpaid invoice balance, commencing sixty (60) days following the invoice date.

(c) Seller reserves the right to require cash in advance if, for any reason, Seller reasonably doubts Buyer's financial responsibility.

10. GOODS FOR EXPORT. If the ultimate destination of the goods is outside of the country of origin, Buyer shall provide the ultimate destination country, end-user, and end use on its purchase order or shall complete a U.S. Department of Commerce Form BIS-71 1 (Statement of Ultimate Consignee and Purchaser). In the event that Buyer provides false information to Seller or purchases goods for export without so notifying Seller, Buyer shall have sole liability and shall defend and indemnify Seller for any loss or damage (including without limitation, claims of governmental authorities) arising from the export from the country of origin or the import into another country of such goods, including, without limitation, those related to packaging, labeling, marking, warranty, contents, use, or documentation of the goods. Buyer shall have sole responsibility for obtaining any required export licenses. Buyer shall neither take, nor solicit Seller to take, any action which would violate any anti-boycott or any export or import statutes or regulations of the United States or other governmental authorities and shall defend and indemnify Seller for any loss or damage arising out of or related to such action. Seller reserves the right to refuse to sell, transfer, assign, or allow for export any goods if, in Seller's reasonable judgment, the goods would be imported into a country in violation of any law, or used in any process in violation of any law.

11. PROPRIETARY INFORMATION. Seller retains title and all intellectual property rights, including, but not limited to, any patent, trademark, copyright, trade secret or otherwise to all engineering and production prints, drawings, technical data, and other information and documents that relate to the goods and services sold to Buyer. Unless advised by Seller in writing to the contrary, all such information and documents disclosed or delivered by Seller to Buyer are to be deemed proprietary to Seller and shall be used by Buyer solely for the purpose of inspection, installation, and maintenance and not used by Buyer for any other purpose.

12. COMPLIANCE WITH LAWS. All goods manufactured and services performed hereunder shall be in compliance with all applicable state and federal laws, rules, regulations, standards and codes including, but not limited to, the Fair Labor Standards Act, occupational health and safety laws and applicable provisions relating to obligations of government contractors and subcontractors, including 41 CFR 60-1, et. seq. (including the reporting, record keeping and affirmative action program requirements) incorporating the Equal Opportunity Clause of Executive Order 11246, the maintenance of nonsegregated facilities, the Vietnam Era Veteran's Readjustment Act of 1974, The Rehabilitation Act of 1973 and Executive Order 11701 relating to the employment of veterans.

13. CONFLICT MINERALS. Seller shall comply with Section 1502 of the Dodd-Frank Act (the "Conflict Minerals Law") relating to goods that contain tantalum, tin, tungsten or gold that directly or indirectly finance or benefit armed groups in the Democratic Republic of Congo or the nine adjoining conflict countries, Angola, Burundi, Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia ("Conflict Minerals"). Seller shall promptly and accurately complete surveys and certifications requested by Buyer related to Conflict Minerals. Seller will inform Buyer (a) whether Conflict Minerals are known to be present in any goods provided by Seller to Buyer or whether it is "indeterminable" that Conflict Minerals are present in any goods provided by Seller to Buyer, and (b) at the request of Buyer, the status of Seller's policies and procedures relating to compliance with the Conflict Mineral Law. Upon reasonable notice, Buyer shall be permitted to audit such records as reasonably necessary to confirm Seller's compliance with this Article.

14. MISCELLANEOUS. All rights and remedies of each of the parties under these Terms are in addition to its rights at law and in equity, except where specifically disclaimed. Any delegation or assignment by Buyer of any of its responsibilities or rights hereunder without Seller's prior

written consent, shall be void. The validity, performance, and interpretation of this document and any referenced attachment thereto shall be governed by the law of the state of Kansas, U.S.A. It is expressly agreed that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this agreement. The invalidity or illegality of any provision of these Terms shall not render invalid or illegal any other provision therein. Seller's failure at any time to require performance by Buyer of any of these Terms shall not serve as a waiver or diminish Seller's right to demand strict compliance with such provision or with other of the Terms.

SPX Cooling Technologies Certification of Limited Warranty Version 00-161H

SPX Cooling Technologies, Inc. ("SPX Cooling") hereby warrants the standard galvanized Marley® NC® cooling tower as follows:

1. This standard galvanized NC tower will be free from all defects in material and workmanship for a period of (18) eighteen months from date of shipment by SPX Cooling to the original installation
2. SPX Cooling warrants that the mechanical equipment, which is limited to the fan(s), gearbox(es), driveshaft(s), coupling(s), sheaves (if applicable), premium efficiency motor(s) and mechanical equipment support(s), [but excluding epack and standard efficiency motors and all motor components, which are warranted by its manufacturer and items such as bearing assemblies and V-belts (if applicable) which are warranted for (18) months and oil seals which are warranted for (18) months with replacement seals furnished through the mechanical warranty] will be free from defects in material and workmanship for a period of (5) five years from the date of shipment by SPX Cooling to the original installation. To obtain the expected life of the Geareducer® and warranty coverage, scheduled maintenance, in accordance with the Marley User Manuals, is required to check oil level, check for leaks in oil plugs, lube line connections, seals and correct as necessary during that time. All other nonstandard purchased equipment, such as electrical equipment, consisting of motor controls, Marley VFD, basin heaters, low water makeup valves, etc. are excluded from this five year warranty and will carry the standard warranty provided by its manufacturer or in accordance with an SPX Cooling warranty certificate for that product. The majority of all nonstandard purchased equipment is shipped either loose or in plastic containers in the basin of the tower. These components must be stored in a dry and secured environment until actual installation. Reported issues stemming from moisture in the components or loss of components will not be warranted. To obtain the expected life of the motor and warranty coverage, motors must be installed and operated following the *Marley Electric Motor User Manual 92-1475*.
3. SPX Cooling further warrants that the standard galvanized NC tower meets the performance standards set forth in CTI Standard STD-201 Certification Standard for Water Cooling Towers. Performance altering operations such as reduced horsepower or fan speed changes voids CTI Certification.

The obligation under this warranty is limited to the repair or the replacement of defective materials, at SPX Cooling's option, F.O.B. original shipping point or EXWORKS plant. Warranty on repaired or replaced equipment will be for the time remaining under the terms of the original warranty. This warranty is non transferable.

This warranty does not obligate SPX Cooling to bear the cost of labor, transportation charges, or other costs incurred in connection with the repair or replacement of defective parts; nor does this warranty apply to normal wear and tear nor to damage resulting from operations not conforming with the NC's operation and maintenance instructions, accident, alteration, misuse or an abnormally corrosive or abrasive use environment.

Failure of SPX Cooling to exercise or enforce any right or provision under this warranty shall not constitute a waiver of such right or provision.

SPX Cooling's total liability for damages related to the performance of or failure to perform shall be limited to the amount of the contract price and in no event shall either party hereto be responsible or held liable to the other for any special, punitive, indirect, incidental, or consequential damages.

The above warranties are in lieu of all other warranties expressed or implied, and all implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed and excluded from this agreement.

Registration of this warranty is required within 90 days of installation of your product to validate the warranty. Registration will also ensure receipt of the latest product information and owner notices. To register go to spxcooling.com/en/registration and complete the form.

SPX Cooling Technologies Certification of Limited Warranty

SPX Cooling Technologies, Inc. ("SPX Cooling") hereby warrants the standard galvanized Marley® NC® cooling tower as follows:

1. This standard galvanized NC tower will be free from all defects in material and workmanship for a period of (18) eighteen months from date of shipment by SPX Cooling to the original installation
2. SPX Cooling warrants that the mechanical equipment, which is limited to the fan(s), gearbox(es), driveshaft(s), coupling(s), sheaves (if applicable), premium efficiency motor(s) and mechanical equipment support(s), [but excluding epact and standard efficiency motors and all motor components, which are warranted by its manufacturer and items such as bearing assemblies and V-belts (if applicable) which are warranted for (18) months and oil seals which are warranted for (18) months with replacement seals furnished through the mechanical warranty] will be free from defects in material and workmanship for a period of (5) five years from the date of shipment by SPX Cooling to the original installation. To obtain the expected life of the Geareducer® and warranty coverage, scheduled maintenance, in accordance with the Marley User Manuals, is required to check oil level, check for leaks in oil plugs, lube line connections, seals and correct as necessary during that time. All other nonstandard purchased equipment, such as electrical equipment, consisting of motor controls, Marley VFD, basin heaters, low water makeup valves, etc. are excluded from this five year warranty and will carry the standard warranty provided by its manufacturer or in accordance with an SPX Cooling warranty certificate for that product. The majority of all nonstandard purchased equipment is shipped either loose or in plastic containers in the basin of the tower. These components must be stored in a dry and secured environment until actual installation. Reported issues stemming from moisture in the components or loss of components will not be warranted. To obtain the expected life of the motor and warranty coverage, motors must be installed and operated following the *Marley Electric Motor User Manual Z0239042*.
3. SPX Cooling further warrants that the standard galvanized NC tower meets the performance standards set forth in CTI Standard STD-201 Certification Standard for Water Cooling Towers. Performance altering operations such as reduced horsepower or fan speed changes voids CTI Certification.

The obligation under this warranty is limited to the repair or the replacement of defective materials, at SPX Cooling's option, F.O.B. original shipping point or EXWORKS plant. Warranty on repaired or replaced equipment will be for the time remaining under the terms of the original warranty. This warranty is non transferable.

This warranty does not obligate SPX Cooling to bear the cost of labor, transportation charges, or other costs incurred in connection with the repair or replacement of defective parts; nor does this warranty apply to normal wear and tear nor to damage resulting from operations not conforming with the NC's operation and maintenance instructions, accident, alteration, misuse or an abnormally corrosive or abrasive use environment.

Failure of SPX Cooling to exercise or enforce any right or provision under this warranty shall not constitute a waiver of such right or provision.

SPX Cooling's total liability for damages related to the performance of or failure to perform shall be limited to the amount of the contract price and in no event shall either party hereto be responsible or held liable to the other for any special, punitive, indirect, incidental, or consequential damages.

The above warranties are in lieu of all other warranties expressed or implied, and all implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed and excluded from this agreement.

Registration of this warranty is required within 90 days of installation of your product to validate the warranty. Registration will also ensure receipt of the latest product information and owner notices. To register go to spxcooling.com/en/registration and complete the form.



SPX Cooling Technologies, Inc.
7401 W 129 Street | Overland Park, KS 66213
913 664 7400 | spxcooling.com

WARRANTY 00-161H

**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 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.