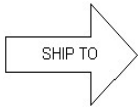


Arkansas Kraft Division
("BUYER") "An Equal Opportunity Employer"

PLEASE EMAIL INVOICES (preferred) to:
AKDAP@GBP.COM
or mail to:
338 HWY 113
MORRILTON, ARKANSAS 72110
501-354-4521 (main)

Purchase Order: 235332

DATE 3/5/2024
BUYER Lewis, Matthew
E-mail: mlewis@gbp.com
This Purchase Order number Must Appear On All
Invoices, Packages, and Correspondence.



Green Bay Packaging, Inc.

Arkansas Kraft Division
338 Hwy 113 South
Morrilton, AR 72110

Lisa Robbins
Fax: 281-319-5535

Precise Mechanical Sales & Service ("SELLER")

2114 Black Gold Court
Houston, TX 77073

Order Type

Services

Acknowledge This Order Promptly Advising Price and
Definite Shipping Date. Arkansas Kraft Division
Assumes Liability For Payment Of Applicable Sales and
Use Tax Directly To The State Of Arkansas under Act

This Purchase Order is issued pursuant to and subject
to the terms and conditions of the Master Purchase
Agreement (or other GBP terms and conditions) signed
by Seller and Buyer, as applicable. All other
documents are for reference only and do not control or

Fold On This Line

Payment terms: 0.00% 45 Net 45

D.A.P. - Pre Pay & Add
Green Bay Packaging, AKD

**** NOTICE: Do NOT ship using Old Dominion Trucking or R & L Carriers ****

Line	Description	Quote	Quantity	Unit Price	Amount USD
1	<p>AKD Catalog# 2043525</p> <p>SERVICES, PRECISE MECHANICAL SALES & SERVICES, shall provide the supervision, labor, tools, and equipment required to conduct a Fiberscope Inspection March 26 2024 Outage on #2 machine</p> <p>Ref Quote: 24PMS079</p> <p>Scope Specifics:</p> <p>Description</p> <ol style="list-style-type: none"> 1) Airfare 2) Hotel 3) Rental Car 4) Meals 5) Scope Rental 6) Job-Site Labor (1) day 7) Travel Time <p>Deliver By: 3/26/2024</p>		4,325.00 dollars	\$1.000000 dollar	\$4,325.00

This purchase order is issued upon the express conditions that all terms printed on the attached form hereof shall be deemed assented to by the Seller and shall become part of any contract resulting herefrom, and that said terms shall control and take precedence over any terms inconsistent therewith contained in "any prior proposal made by the Seller or in any subsequent acknowledgement or confirmation hereof.

Matthew A. Lewis

No purchase order is valid unless signed by an
authorized Green Bay Packaging Employee

Delivery Location: 0001 - AKD

Notes

Total before tax: \$4,325.00

Total tax: \$0.00

Total conditions: \$0.00

Order total: \$4,325.00

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**GREEN BAY PACKAGING INC.
TERMS AND CONDITIONS OF PURCHASE**

1. Basic Agreement. Buyer and Seller agree that Seller will sell to Buyer product or services from time to time ordered on or pursuant to Buyer's "Purchase Order," or otherwise, and that **EACH ORDER THAT IS PLACED OR PURCHASE MADE (AND ANY AND ALL OTHER PURCHASES BY BUYER FROM SELLER) SHALL BE SUBJECT TO AND GOVERNED BY THESE TERMS AND CONDITIONS OF PURCHASE AND ANY SUPPLEMENTAL TERMS AND CONDITIONS THAT MAY BE ATTACHED HERETO AND THOSE THAT MAY APPEAR ON BUYER'S PURCHASE ORDER** (collectively referred to herein as the "Agreement").

2. Conflicting Terms. The terms of Buyer's Purchase Order constitute an offer to purchase. Any conduct by Seller which recognizes the existence of an agreement pertaining to the subject matter hereof shall constitute acceptance by Seller of any Purchase Order and this Agreement. Unless specifically agreed to in writing by Buyer, any terms in Seller's quotation, acceptance, invoice, or other form supplied by Seller which are in addition to or different from the terms of this Agreement (other than additional warranties given by Seller) are hereby expressly objected to by Buyer and rejected. Any such terms provided by Seller shall be void and the terms of this Agreement shall constitute the complete and exclusive statement of the terms and conditions between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties. Neither silence nor any other conduct, including acceptance by Buyer of any products ordered, shall constitute an assent to any additional, different or conflicting terms proposed by Seller or waiver of this provision requiring written assent.

3. Goods and Services. The terms and conditions contained herein shall be applicable to sales of product only, to mixed sales of product and services (regardless of which factor predominates), and to sales of services only and in all such events the term "product" as used herein shall be construed as including all services rendered hereunder and to the extent applicable the Work as defined in Section 3 of the Supplemental Terms and Conditions, unless and only to the extent that the context clearly requires otherwise.

4. Changes. Buyer shall have the right to make changes in Buyer's specifications or instructions for work, quantities, methods of shipments and packaging, and schedules and places of delivery as to any product covered by Buyer's Purchase Order and Seller agrees to immediately comply with all such change notices. Such change notices will be in writing and signed by a duly authorized representative of Buyer. If such changes result in a decrease or increase in Seller's cost or in the time for performance, an adjustment in the price or time for performance will be made, based upon the actual difference in expense or time necessary for performance of the work covered by a Purchase Order or this Agreement, in writing by the parties if Seller presents to Buyer an itemized statement of claim therefor against Buyer within twenty (20) days after receipt by Seller of notice of such change. If Seller does not present such a claim within the time period specified above, Seller shall be conclusively deemed to have waived all claims against Buyer with respect thereto.

5. Cancellation. Buyer reserves the right to cancel or suspend all or, from time to time, any undelivered or unexecuted portion of a Purchase Order (a) for cause if Seller fails to make any delivery or to perform any of the work as scheduled or if Seller breaches any of the terms of this Agreement or (b) without cause upon written confirmation thereof to Seller. Buyer's entire liability and Seller's exclusive remedy for any change and/or cancellation or suspension of all or any part of a Purchase Order shall be limited to Buyer being obligated to reimburse Seller for Seller's expenses incurred prior to notice of cancellation and resulting directly or indirectly from any such cancellation or suspension made without cause; provided, however, that such amount shall in no event exceed the applicable pro rata portion of the Purchase Order price or, to the extent applicable, the Contract Sum as defined in Section 5 of the Supplemental Terms and Conditions. Any claims under this paragraph 5 must be asserted by Seller in writing within thirty (30) days after Seller's receipt of written confirmation of the change, cancellation, or suspension as ordered and the amount of such claim must be stated by Seller in detail in writing within thirty (30) days thereafter. Buyer shall have the right to access Seller's books and records and shall have the right to audit any claim submitted by Seller resulting from such cancellation. All articles paid for by Buyer as a result of cancellation shall become Buyer's property and shall be disposed of only in accordance with Buyer's written instructions.

6. Packaging and Labeling. All products must be packaged and identified, without additional charge to Buyer, in the manner specified by Buyer and shipped in the manner and by the route and carrier designated by Buyer. If Buyer does not specify the manner in which the product must be packaged and identified, Seller shall package the product so as to avoid any damage in transit and identify the product by displaying Buyer's name and Purchase Order number on

each unit or package shipped. If Buyer does not specify the manner of shipment route, or carrier, Seller will ship the product at the lowest possible transportation rates. Any additional freight, cartage, or other costs incurred directly or indirectly as a result of Seller's failure to observe the conditions set forth in this paragraph 6 will be for Seller's account. A packing list must be enclosed in all shipments showing Buyer's Purchase Order number and the exact quantity and description of product shipped. If the product is not accompanied by a packing slip, Buyer's count or weight shall be conclusive.

7. Delivery. The obligation of Seller to meet the delivery dates, specifications, and quantities set forth herein is of the essence of this Agreement. Deliveries are to be made both in quantities and at times and destinations specified herein and if not specified herein, in such quantities and at such times and destinations as are specified pursuant to Buyer's written instruction. Buyer may, from time to time, change or temporarily suspend delivery schedules. Shipments in greater or lesser quantity than ordered may be returned to Seller at Seller's expense unless written authorization to ship such greater or lesser quantity is issued by Buyer. If Seller's deliveries fail to meet schedule, Buyer, without limiting its other rights or remedies hereunder, may, at Buyer's option, (a) direct expedited routing and charge excess cost incurred thereby to Seller, (b) cancel all or part of this order in accordance with the cancellation provisions hereof without obligation to Seller for cancellation charges, (c) purchase substitute product elsewhere and charge Seller with any loss incurred, and/or (d) recover all damage suffered by Buyer as a result of Seller's failure to so deliver. Product which is delivered in advance of schedule are delivered at the risk of Seller and may, at Buyer's option, be returned to Seller at Seller's expense for proper delivery and/or have payment therefor withheld by Buyer until the date that the products are actually scheduled for delivery. The risk of loss, damage, or delay in transit shall be borne by Seller until actual receipt of the products by Buyer in conformity with the terms of this Agreement and Buyer's Purchase Order.

8. Force Majeure. In the event of the existence, happening, or continuance of any contingency preventing or substantially interrupting or curtailing the business of Buyer, such as fire, accident, war (whether international or civil and without regard to whether a formal declaration thereof has been made and whether or not affecting the country of Buyer or Seller), restraint by any government, order, directive, law or regulation of any federal, state, or local agency, strike, site down, lock out combination of workman, shortage of labor, fuel, power or raw materials, embargo, restriction of transportation facilities, act of God, involuntary shutdown of Buyer's production facilities, or any other similar or dissimilar cause beyond the reasonable control of Buyer, Buyer shall not be under any obligation during the period of such prevention, interruption, or curtailment to accept delivery of or pay for any product ordered.

9. Prices. Buyer's Purchase Order must not be filled at a higher price than shown on the Purchase Order. Any change in price must be authorized in writing by Buyer. If no price is shown, Buyer or Buyer's agent must be notified of the price and acceptance thereof obtained before filling any Purchase Order. Seller warrants that the prices for the product sold to Buyer under any Purchase Order are not less favorable than those currently extended to any other customer of Seller for the same or like product in equal or less quantities. In the event Seller reduces its price for such product during the term of this Agreement, Seller agrees to reduce the prices hereof correspondingly. The cash discount period, if any, shall be computed as commencing with the receipt of the invoice or all of the product ordered, whichever is later. Delay in receiving, error in invoices or shipments, and necessary time for inspection and testing of product shall not result in Buyer losing cash discount privileges. If no cash discount privilege is stated on an invoice, Buyer may deduct 2% - 10 days. Buyer shall not be liable for any federal, state, or local taxes, duties, customs, or assessments in connection with the sale, purchase, transportation, use, or possession of the product ordered hereunder, except those expressly set forth on the face of Buyer's Purchase Order.

10. Invoices. Invoices must be rendered immediately upon shipment of product. Invoices are paid from date of receipt of product and not on the basis of Seller's invoice date. All invoices must show Buyer's Purchase Order number and routing. Separate invoices must be tendered for each separate Purchase Order and for each separate shipment under each Purchase Order. Receipted express or freight bills must be tendered to support such charges when shown on an invoice.

11. Inspection and Testing. Acceptance of product by Buyer will be subject to inspection and testing by Buyer after physical receipt, installation, or assembly of product. Payment for product delivered shall not constitute acceptance thereof. Buyer shall have the right to reject any or all product which, in Buyer's judgment, is defective or fails in any respect to conform to this Agreement; including samples or

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Product so rejected may be returned to Seller at Seller's expense and in addition to Buyer's other rights, Buyer may charge Seller with all expenses of unpacking, examining, repacking, and reshipping such product. In the event Buyer receives product whose defects or nonconformities are not apparent on reasonable examination, Buyer reserves the right to require the replacement of such product at no cost to Buyer upon detection of such defects or nonconformities. The performance, quality, quantities, dimensions, weight, capacity, conformity, and characteristics last established by Buyer during inspection or testing by Buyer or during any subsequent inspection or testing by Buyer will be deemed accurate unless otherwise demonstrated to the satisfaction of Buyer. The fact that Buyer may have inspected or tested or failed to inspect or test any product shall not affect any rights of Buyer at law, in equity or under this Agreement. Buyer shall be under no obligation to do any initial or subsequent inspection or testing of product.

12. Drawings and Specification Review. If Buyer or Buyer's representatives review drawings, specifications, or other data developed by Seller in connection with this Agreement and make suggestions or comments or approve such documents and data, such action is only an expression of opinion by Buyer and shall not serve to relieve Seller of any responsibility for the reliability, quality, rate of output, cost, delivery, performance, or any other requirements of Buyer with respect to such product.

13. Warranties. Whether or not Seller is a merchant of the product provided by it, Seller warrants that all product provided by it (a) shall be of good quality and workmanship and free from all defects, latent or patent, in design, materials and workmanship, (b) shall conform to all specifications, drawings, samples, and other descriptions furnished, specified, or adopted by Buyer, (c) shall be merchantable and suitable, sufficient, and fit for their intended and particular purpose, and (d) shall be free of all liens and encumbrances and any claim of title of any third party. None of the remedies available to Buyer for the breach of any of the foregoing warranties may be limited except to the extent and in the manner agreed upon by Buyer in a separate written agreement specifically designating such limitation and signed by an authorized representative of Buyer. Buyer's inspection and/or acceptance of and/or payment for product shall not constitute a waiver by it of any warranties and such warranties shall survive inspection, testing, acceptance, and use, either by Buyer or Buyer's customers. Buyer's approval of any sample or acceptance of any product shall not relieve Seller from responsibility to deliver product conforming to specifications, drawings, and descriptions. This warranty shall run to Buyer, its successors and assigns, and its customers and other users of its products. Seller agrees to replace or correct defects of any product not conforming to the foregoing warranty promptly, without expense to Buyer or Buyer's customers, when notified of such nonconformity by Buyer. A new warranty period shall be established for any such replacement or corrected product. All of the foregoing warranties expressly and explicitly extend to the future performance of the product provided by Seller.

14. Remedies. Each of the rights and remedies reserved by Buyer in this Agreement shall be cumulative and additional to any other or further remedies provided at law, in equity or otherwise. All product (a) not fully up to standard, (b) not in compliance with the specifications hereof (c) shipped contrary to instructions or in excess of the quantities herein provided, (d) substituted for merchandise herein described, (e) not shipped in containers conforming to Buyer's specifications (or, in the absence of such specifications, in recognized standard containers conforming to carrier's specifications), (f) allegedly violating any statute, ordinance, or administrative order, rule, or regulation, (g) not packaged, bagged, labeled, invoiced, or stamped in compliance with any federal, state, or local law, rule, or regulation, or (h) allegedly infringing any patent, trademark, or copyright, may be rejected by Buyer and returned to Seller or held at Seller's expense and risk.

15. Intellectual Property. Seller warrants that the product furnished under this Agreement and the sale and ordinary use thereof will not infringe any patent trademark, copyright, or other rights, whether in the United States or elsewhere, or constitute a misappropriation of trade secrets or breach of confidential relationship with respect to product covered by this Agreement. Seller agrees, at its own expense, to defend any suit or action against Buyer or against those selling or using the product covered by this Agreement for such alleged infringement, misappropriation, or breach arising from the sale and ordinary use of such product covered by this Agreement and to indemnify and hold harmless Buyer from any damages, liabilities, claims, losses, and expenses (including reasonable attorneys' fees) paid or incurred by Buyer in connection with any such suit or action, whether against Buyer or against those selling or using the product covered by this Agreement; provided, however, that this indemnity shall not apply to any such damages, liabilities, claims, losses, or expenses to the extent arising out of compliance by Seller with specifications furnished by Buyer.

16.a. Indemnification. Seller shall defend and indemnify Buyer against all damages, liability, claims, losses, and expenses (including reasonable attorneys' fees) arising out of or resulting in any way from any defect in the product covered by this Agreement or any Purchase Order of Buyer or from any act or omission of Seller, its agents, employees, or subcontractors, whether based upon claims of negligence, breach of warranty, or strict liability in tort or otherwise. Seller shall maintain such public liability insurance, including products liability, completed operations, contractor's liability, and protective liability, automobile liability insurance (including non-owned automobile liability), worker's compensation insurance, and employer's liability insurance as will adequately protect Buyer against such damage, liabilities, claims, losses, and expenses (including reasonable attorneys' fees). Seller agrees to submit certificates of insurance evidencing its insurance coverage when and as requested by Buyer.

16.b. Insurance. Seller shall maintain, at its own expense, the following insurance coverage insuring Seller:

(a) Commercial General Liability or Comprehensive General Liability Insurance in the amount of Two Million Dollars (\$2,000,000) covering personal injury, bodily injury and property damage for each occurrence, and Five Million Dollars (\$5,000,000) in the aggregate.

(b) Comprehensive Automobile Liability Insurance, including hired and non-owned vehicles, if any, in the amount of Two Million Dollars (\$2,000,000) covering personal injury, bodily injury and property damage.

(c) Worker's Compensation Insurance in the amount required by statute.

Seller shall ensure that all consultants and subcontractors engaged by Seller shall have insurance coverage providing the same coverage as the coverage required for Seller. Seller shall provide Buyer with valid certificates of insurance in form and substance satisfactory to Buyer evidencing the effectiveness of the foregoing insurance policies to Buyer. Buyer shall be named as an additional insured on each of the insurance policies required by this Agreement.

17. Confidentiality. Seller shall not, without first obtaining Buyer's written consent, disseminate the fact that Seller has furnished or has contracted to furnish Buyer with the items covered hereby nor, except as is necessary for performance of this Agreement, shall Seller disclose any of the details connected with this Agreement to third parties. The obligations under this paragraph 17 will survive the cancellation, termination, or completion of this Agreement. Any unpatented knowledge or information concerning Seller's products, methods, or manufacturing processes which Seller may disclose to Buyer incident to the manufacture, sale or delivery of the product covered by this Agreement shall, unless otherwise specifically agreed in writing, be deemed to have been disclosed as part of the consideration of this Agreement and Seller agrees not to assert any claim against Buyer by reason of Buyer's use or alleged use thereof. If this Agreement involves experimental research or development work, Seller agrees to grant to Buyer an irrevocable, exclusive, and royalty-free license to make, have made, use, and sell any inventions resulting from the work under this Agreement.

18. Subcontracting. Seller agrees to obtain Buyer's prior written consent before subcontracting the production of the product covered by this Agreement or any material portion hereof; provided, however, that this limitation will not apply to the purchase of standard commercial supplies or raw materials.

19. Notices. All written notices, requests, demands, consents, certificates, or other communications required or permitted to be given hereunder shall be sufficiently given when mailed by (a) certified mail, return receipt requested, postage prepaid, (b) commercial overnight delivery courier, fees prepaid, or (c) facsimile transmission and confined by method (a) or (b) above, addressed to Buyer or Seller, as the case may be, at their respective most recent addresses on file with the other party hereto. Either party may, by like notice at any time and from time to time, designate a different address to which notices shall be sent.

20. Buyer. For the purpose of this Agreement and/or any Purchase Order, "Buyer" means Green Bay Packaging Inc. and all of its affiliates, subsidiaries, divisions, successors, and assigns and any surviving, resulting, or transferee corporation, partnership, or other business entity and, for the purposes of indemnification by Seller, shall be deemed to also include all of Buyer's directors, officers, employees, agents, representatives, contractors, subcontractors, licensees, and invitees, unless and only to the extent that the context clearly requires otherwise.

This purchase order is issued upon the express conditions that all terms printed on the attached form hereof shall be deemed assented to by the Seller and shall become part of any contract resulting herefrom, and that said terms shall control and take precedence over any terms inconsistent therewith contained in "any prior proposal made by the Seller or in any subsequent acknowledgement or confirmation hereof.

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21. Assignment and Setoff. This Agreement, may not be assigned or transferred by Seller and no invoices may be rendered by persons other than Seller, without the prior written consent of Buyer. All claims for monies due or to become due to Seller from Buyer shall be subject to deduction by Buyer for any setoff or counterclaim arising out of this Agreement or any Purchase Orders of Buyer with Seller.

22. Waiver. No waiver shall be implied by Buyer's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege granted to Buyer hereby. No express waiver by Buyer shall be construed as waiving any breach hereunder or the performance of any of the terms or conditions hereof not specified in the express waiver, and then only for the time and to the extent stated therein. One or more waivers of any covenant, terms, or condition hereof shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

23. Severability. If any covenant, term, or condition hereof or the application thereof to any circumstance or person shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, the remaining valid and enforceable covenants, terms and conditions hereof and the application of such invalid or unenforceable covenant, term, or condition to circumstances or persons other than those as to which it has been held invalid or unenforceable shall not be affected thereby and each remaining valid and enforceable covenant, term, and condition shall be valid and enforceable to the fullest extent permitted by law.

24. Commercial Regulation. Seller agrees to comply promptly and fully with every federal, state, and local law, rule, or regulation which directly or indirectly regulates or affects the product or services called for by this Agreement including, without limitation, those relating directly or indirectly to the containers, packages, labels, handling, shipping, storing, performance, labor, insurance, licenses, permits, fees, and documents, if any, pertinent thereto, and to indemnify and hold harmless Buyer from and against liability, loss, and expense (including reasonable attorneys' fees) resulting from Seller's failure to do so.

25. Forum and Jurisdiction. Seller and Buyer hereby agree that any legal action deemed necessary by either party to this purchase order shall be brought in the Circuit Court in and for Brown County, Wisconsin or the federal

district court for the eastern district of Wisconsin and hereby consent to the personal jurisdiction of such court in any such action over the parties hereto. If, contrary to the provisions of this paragraph 25, Seller commences any legal action involving this Agreement of the product provided or services rendered hereunder in any forum other than that specified above, Buyer shall be entitled to the dismissal of such action based upon the agreement of the parties contained in this paragraph 25.

26. Governing Law. This Agreement shall be governed and construed according to the internal laws of the State of Wisconsin without regard to conflict of laws principles.

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