



**Purchase Order**

REFERENCE THIS ORDER ON ALL PACKING LISTS, INVOICES & CORRESPONDENCE

Corporate Address:  
 BPM, Inc.  
 200 West Front Street  
 PO Box 149  
 Peshtigo, WI 54157  
 Phone: (715) 582-4551

**P.O. Number:** 2400996  
**Order Date:** 10/28/2024  
**Required Date:** 10/28/2024  
**F.O.B.**

**Vendor V000073:**  
 PRECISE MECHANICAL SALES & SERVICE  
 2414 BLACK GOLD COURT  
 HOUSTON, TX 77073  
**Contact:**  
 KEN TITTEL

**Ship To:**  
 BPM Inc  
 200 West Front Street  
 PESHTIGO, WI 54157 UNITED STATES

VENDOR: NOTIFY CARRIER THAT BPM ORDER NUMBER MUST APPEAR ON FREIGHT BILLS.  
 TITLE AND RISK OF LOSS WILL PASS TO BUYER AT ORIGIN

Req. By:	Department:	Ship VIA:	F.O.B.:	Terms:
DAVE G	PAPER MILL	Vendor	SHIP COLLECT	Net 30

  

BPM Item Number	Vendor Item Number	Unit	Ordered	Unit Cost	Amount
/REPAIR Repair NASH VACUUM PUMP 904 P1		EA	1.000000	27,895.000000	27,895.00

TO BE REBUILT BASED ON QUOTE FOLLOWING INSPECTION  
 REBUILD AS 904P2  
 ESTIMATED COST TO REBUILD \$27,895.00  
 QUOTE 20PMS223 DATED 12/17/20

/FREIGHT FREIGHT FLATBED TRUCK CHARGE		EA	1.000000	2,750.000000	2,750.00
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IN REFERENCE OF #PO2110038

Please e-mail invoices to aae@bpmpaper.com or mail to:  
 BPM, Inc.  
 200 West Front Street

If order cannot be shipped complete, please notify Purchasing Department at the address shown above.

**Net Order:** 30,645.00

**THIS PO IS NON-TAXABLE**

TERMS AND CONDITIONS

EXCEPT AS MAY OTHERWISE BE PROVIDED ON THE FACE SIDE OR BY SEPARATE WRITING  
CONCURRENT WITH THIS ORDER, THE PARTIES AGREE THAT THE FOLLOWING ARE PART OF THEIR AGREEMENT:

1. Acceptance; Modification; Conflict This Order when accepted shall constitute a contract upon the terms and conditions stated on the face and reverse sides of this Purchase. Acceptance shall occur either by acknowledgment or by commencement of performance by Seller. If any of Seller's prior proposals, quotations or writings are in conflict with the terms of this Order, the terms of this Order shall govern. BPM INC recognizes that Seller may, for operating convenience, utilize its own form of acknowledgment or confirmation of sale in accepting this Order. In such event, any provisions, terms or conditions in such form which modify, conflict with, or add to any provision, term or condition of this Order shall be deemed to be waived by Seller unless expressly accepted in writing by BPM INC.

2. Performance. If BPM INC has inserted a delivery or completion date on the face of this Order, the date of delivery is of the essence. Otherwise, the delivery or completion acknowledged by Seller shall govern, and time is of the essence. In the event of Seller's failure to deliver as and when specified, BPM INC reserves the right to cancel this Order or any part of this Order without charge and without prejudice to its other rights. Seller agrees that BPM INC may return part or all of any shipment so made and may charge Seller with any loss or expense sustained as a result of such failure.

3. Assignment. Seller may not assign this Order, and may not delegate performance under this Order without the prior written approval of BPM INC.

4. Pricing. The price which Seller charges in filling this Order shall not be higher than the last charged or quoted to BPM INC for such item(s) there has been a charge or quote previously made to BPM INC) unless BPM INC expressly agrees to such higher price. If BPM INC has set a price on the face side of this Order, such price shall control. Except as otherwise is provided on the face side of this Purchase Order, the contract price includes all applicable federal, state and taxes.

5. Terms. Unless otherwise stated, payment shall be 30 days after delivery, except 5% may offer cash discounts. Time during which discounts for payment of invoices is allowed shall begin to run until date goods are received by BPM INC. Notwithstanding an earlier date of invoice.

6. Warranties. Seller warrants that all goods will be free from defects in material or workmanship, will be of good quality and fit and sufficient for the purposes intended, and conform strictly to any specifications, drawings or samples which may be specified or furnished to Seller by BPM INC. Seller warrants that it will have good title to all goods, free and clear of all liens, encumbrances, and will transfer title to BPM INC. These warranties shall survive acceptance of goods and shall run to BPM INC, its successors, assigns, customers and the user of the goods. Seller shall not be deemed to be the exclusive warrantor.

7. General Indemnity. Seller agrees to defend and hold BPM INC harmless, as well as its successors, assigns, customers and the users of the goods, against all damages, claims or demands arising out of the death or injury to any person or damage to any property or defect in any goods which are the subject of this Order. Upon notice by BPM INC of any suit or claim, Seller shall defend the same at Seller's expense as to all costs, fees and damages.

8. Patent Indemnity. Seller agrees to indemnify and hold BPM INC harmless, as well as its successors, assigns, customers and the users of the goods, against loss, damage or liability, including costs and expenses which may be incurred on account of any claim, demand, suit or judgment involving infringement or alleged infringement of any patent rights in the manufacture, use, sale or disposition of goods supplied under this Order, any copyright or trademark, provided BPM INC notifies Seller of such claim, demand or suit. To the extent possible, Seller shall be permitted to defend the same or to make settlement in respect of the same.

9. Force Majeure. BPM INC shall not be responsible for failure to receive or deliver goods occasioned by causes reasonably beyond the control of BPM INC, or reasonably unforeseeable such as fire, flood, strikes, accidents, or transportation difficulties. At the option of BPM INC, the quantity of goods covered by this Order may be reduced to the extent of shipment refused, or the delivery period specified in this Order may be extended by a time equal to that during which shipment shall be refused and such shipments thereafter made during the period of extension.

10. Shipment Instructions. Each shipment of goods under this Order shall be covered by a separate itemized invoice showing the date of shipment and all other relevant information. The time of such shipment Seller shall mail such itemized invoice and shall forward with each shipment shipping Memorandum stating the Order number, describing the transaction and providing all other relevant information, and a bill of lading. Partial shipments must be identified as such on such Memoranda and invoices and be marked "partial". Completed shipments must be marked "final".

11. Taxes. All sales and use taxes resulting from or applicable to this Order shall be paid by the party required by law to collect and pay such taxes. Seller agrees to operate with BPM INC in opposition to the imposition of and tax, the legality of which is questioned by BPM INC, on any goods provided or services performed under this Order.

12. Confidentiality. Seller agrees that any specifications, drawings, instructions, or other data referred to in this Order or furnished in connection with this Order are the property of Seller and shall be kept in confidence by Seller and shall not be disclosed or used by Seller except as necessary for the proper performance under this Order unless the same shall be or become available legally to the general public. Seller may disclose such information to third persons to the extent required for the proper performance of this Order, but only under the same obligations relating to use and disclosure undertaken by Seller.

13. Performance at BPM INC. If work is to be performed under this Order on the premises of BPM INC, Seller represents that it has examined the premises and any specification documents furnished in connection with the items and has satisfied itself as to the condition of the premises and site and agrees that no allowances shall be made in respect of any error as to such condition. Further, the Seller shall keep the premises at BPM INC free at all times of accumulations of waste material or rubbish, and at the completion of such work, shall leave the premises and work "broom-clean".

14. Rights and Remedies Cumulative. Any rights or remedies granted to BPM INC in any contract for this Order shall not be exclusive of, but shall be in addition to any other rights or remedies granted or provided by law.

15. Compliance with Applicable Legal Standards. Seller further warrants that all goods provided and all services performed hereunder will be in compliance with all requirements of the Federal Fair Labor Standards Act of 1938, as amended. Seller also warrants that applicable provisions of the Occupational Safety and Health Act of 1970, as amended, and the Rules and Regulations and Standards issued thereunder, applicable provisions of Executive Order No. 11246, as amended, and the Rules and Regulations issued thereunder, applicable Rules and Regulations promulgated pursuant to the Rehabilitation Act of 1973 and the Vietnam Era Veterans Readjustment Assistance Act of 1974, and applicable provisions of the Toxic Substances Control Act of 1976, as amended, and the Rules and Regulations and Standards issued thereunder, and all other laws, rules and regulations of Federal, State and local governments and agencies are and will be complied with regard to performance due under this Order.

16. Interpretation. The laws of the State of Wisconsin shall govern all matters relating to this Order as to formation of obligation, interpretation and performance.

THE BUYER INCORPORATED BY REFERENCE  
THE AFFIRMATIVE ACTION CLAUSE  
AND EQUAL OPPORTUNITY CLAUSE AS  
CITED IN 41 CFR 60-1.4, 41 CFR 60-250.4(M)  
AND 60-741.4(F)