

Purchase Order
118937

Henry Wurst, Inc.-West 5000 Osage Street, Suite 100 Denver, CO 80221 Phone: 303-427-0282

Ac No : 106039
Vendor : Corporate Payment Systems
 Elan` Corporate Payment System
 PO Box 790428
 Saint Louis, MO 63179-0428
 Tel No :800-344-5696

Order Date 8/18/2017

Due Date 10/10/2018

Ordered By JCLINE

Reference
Ship Attention

Ship To : Henry Wurst, Inc.
 5000 N Osage Street
 Suite 100
 Denver CO 80221

Bill To : Henry Wurst, Inc.
 Accounts Payable
 1331 Saline Street
 North Kansas City, MO 64116

Ship Via :

 F.O.B Destination,
 Freight Collect /
 Third Party Billing
 UPS Account
 5V719Y

10-11002711

#	Job #	Item / Quote	Quantity	Item Description	Unit Price	Per	Gross Amt
1	322059		10,000	06 Bindery Buy Out	5.9000	10	5,900.00
				Additional Instructions=From GBag - Custom Tote			
				120g non-woven pp gift bag with matte lamination, 8.5"w x 10.75"h x 6"d, 14" black non-woven handles, black non-woven piping. Black + PMS 151, PMS 1235 & Tone on Tone back side.			
				PDF for Approval.			
				Quote # 12530			
2	322059	GROUND	1	06 Bindery Buy Out GROUND-Freight LA ti HWI	595.0000	1	595.00

Instructions and Condition

This Purchase Order Number must appear on all Invoices, Bills of Lading, cartons, bundles, shipping receipts, and correspondence.

This Purchase Order is submitted by HWI. All invoices must be submitted to the Bill To address as shown.

This Purchase Order issued in accordance with the terms and conditions attached.

Approved By :

TOTAL \$6,495.00

PURCHASE ORDER TERMS

The following terms apply to the purchase of Goods and/or Services (as defined below) set forth on the front of this Purchase Order ("PO"). This PO is between the supplier set forth on the front ("Supplier") and Henry Wurst, Inc. ("HWI"). This PO becomes a valid and binding obligation of the parties upon the earlier of: (i) Supplier starting performance under this PO or (ii) Supplier providing HWI with written acknowledgement within seven days of receipt. Except for terms expressly agreed to in writing and signed by an HWI Authorized Agent (as defined below), any terms that contradict this PO are not valid.

1. **DEFINITIONS.** As used throughout this PO, the following terms shall have the meanings set forth below:
 - a) **"Goods" and "Services"** means the goods, services, software licenses, plans, drawings, information, data, documents, deliverables or other items constituting the subject matter of this PO, which are to be furnished by the Supplier to HWI.
 - b) **"Authorized Agent"** means any individual duly authorized by HWI to purchase or contract for Goods or Services.
2. **PAYMENT.** HWI will pay undisputed amounts 45 days from receipt of a properly rendered invoice and may take a 2% discount if paid within 10 days of receipt. Supplier will not invoice HWI until Goods or Services have been delivered or rendered and accepted by HWI. HWI will be responsible for applicable sales and use taxes for which HWI has not provided Supplier with an exemption certificate. Supplier will separately state all sales and use taxes and all taxable and non-taxable charges on all invoices issued to HWI. HWI will not be responsible for any taxes imposed on Supplier arising from Supplier's consumption of goods and services. Supplier is responsible for all other taxes, duties and fees.
3. **DELIVERY & ACCEPTANCE.** All shipping, completion and delivery dates are firm. Shipment of Goods will be F.O.B. destination, freight collect, unless otherwise set forth on the front of this PO. HWI may test or inspect all Goods or Services delivered. HWI's inspection, testing or payment (or lack of inspection, testing or payment) is not an acceptance of Goods or Services or a waiver of any right or warranty and does not preclude HWI from rejecting defective Goods or Services that do not meet HWI's specifications.
4. **CONFIDENTIALITY.** All information relating to this PO is confidential information Supplier may use and copy this information only for the purpose of performing its obligations under this PO. Supplier will not disclose confidential information to any third party without HWI's prior written consent. Upon cessation of work, or upon request, Supplier agrees to promptly return all documents and other materials that contain or relate to HWI Confidential Information. HWI Confidential Information does not include information that is: (i) rightfully known by Supplier before negotiations leading to this PO; (ii) independently developed by Supplier without use of the HWI Confidential Information; (iii) part of the public domain or (iv) is lawfully obtained by Supplier from a third party without any confidentiality violation.
5. **WARRANTIES AND CERTAIN COVENANTS.**
 - a) Supplier warrants and covenants that all Goods and Services delivered: (i) do and will conform with this PO and all specifications; (ii) are and will be free from defects in materials, workmanship and design; (iii) are and will be free from liens, restrictions, reservations, security interests or encumbrances; (iv) are and will be suitable for, and perform in accordance with, the particular purposes for which they were purchased by HWI and for which they were designed, manufactured or constructed; (v) with respect to Services only, they will be provided by individuals with the expertise, skills, training and professional education to perform the Services in a professional and workmanlike manner; and (vi) do and will, to the extent Goods will be or are used in combination with other HWI software, hardware or firmware, properly interoperate with such software, hardware or firmware, including, without limitation, the exchange of date/time data.
 - b) Supplier will, at HWI's request and without additional expense to HWI, promptly correct defects or replace non-conforming Goods or Services. If Supplier does not promptly correct defects or replace non-conforming Goods or Services, HWI, after written notice to Supplier, may make corrections or replace those Goods or perform such Services and charge Supplier for the cost incurred.
 - c) Supplier warrants that neither the Goods or Services, nor HWI's use of Goods or Services will constitute an infringement of any patent, copyright, trademark, service mark, intellectual property right or the misappropriation of any trade secret or the violation of a right of publicity or a nondisclosure obligation.
 - d) Supplier warrants that Goods requiring the use of any software or data provided on a network or stand-alone desktop computer will not contain any software viruses or other malicious computer instructions, devices or techniques that can or were designed to threaten, infect, damage, disable or shut down a computer system or any component of a computer system, including its security or user data.
 - e) To the extent that HWI resells the Goods, Supplier agrees that the manufacturer's warranties will be available to HWI affiliates and to HWI's customers, provided that HWI does not expand the scope or timeframe of such warranties.
6. **INDEMNIFICATION AND INSURANCE.**
 - a) Supplier agrees to indemnify and defend HWI and their respective customers, officers, directors, employees, and agents against any third party claim, demand, suit, cause of action, liability, loss or expense (including reasonable legal fees) brought against any HWI indemnitee resulting from (i) any act or omission of Supplier under this PO, including injury to persons and loss of, or damage to, tangible and intangible property, (ii) the inaccuracy of any warranty or representation made by Supplier, or (iii) the infringement of any patent, copyright, trademark, intellectual property right or Supplier's misappropriation of any trade secret or violation of any right of publicity or nondisclosure obligation.
 - b) If HWI's purchase or use of Goods or Services is enjoined, Supplier must do one or more of the following at its own expense and at HWI's option, procure non-infringing Goods or Services, replace the Goods or Services with non-infringing equivalent Goods or Services, modify the infringing Goods or Services so the infringement is removed, or refund to HWI the purchase price of the infringing Goods or Services.
 - c) Throughout its performance under this PO, Supplier agrees to maintain not less than the following insurance: workers' compensation, general liability and auto liability in sufficient amounts to comply with applicable law and insure its performance under this PO. Upon request, Supplier will furnish HWI a certificate of insurance evidencing this coverage.
7. **TERMINATION.** HWI may at any time terminate for convenience further performance of all or part of this PO by giving written notice to Supplier. If Supplier, for any reason, fails to ship or deliver Goods or perform Service within the times specified in this PO, HWI may, without liability (except for Goods or Services previously delivered and accepted), terminate in whole or in part this PO, by written notice to Supplier, and Supplier will be liable to HWI for damages that HWI incurs due to non-performance, including the excess cost for substitute Goods or Services. If HWI terminates this PO, HWI, in addition to any other rights provided under this PO, may require the Supplier to transfer title and deliver to HWI in the manner and to the extent directed by HWI, any completed Goods or other partially completed Goods that the Supplier has specifically produced or acquired for the terminated portion of the PO and for which HWI has provided payment.
8. **LIMITATION OF HWI'S LIABILITY.** HWI will not be liable for special, indirect, consequential (including, but not limited to, lost profits), special, exemplary or punitive damages arising out of or relating to this PO. HWI liability for any claim of any kind arising out of or relating to this PO will not exceed the price of the Goods or Services giving rise to the claim.
9. **CHOICE OF LAW.** This PO and the rights and obligations of the parties are governed by the laws of the state of Missouri without regard to its conflict of laws provisions and by the right and obligations under the Uniform Commercial Code.
10. **GENERAL.** (a) No change, amendment or modification of this PO will be effective unless in writing and signed by an Authorized Agent. (b) Supplier will not, without HWI's prior written consent, assign or subcontract all or any part of this PO to any third party. (c) HWI's rights and remedies in law or equity are cumulative and may be exercised concurrently or separately. (d) The invalidity, in whole or in part, of any provision of this PO will not affect the validity of any other provision. (e) Time is of the essence in Supplier's performance. (f) Supplier is an independent contractor and not an agent or employee of HWI. Supplier is solely responsible for paying wages, salaries, fringe benefits and any other compensation to or claims by Supplier's employees. (g) HWI has the right to offset any amount owed by Supplier to HWI or any HWI affiliate under this PO or any other agreement against any amount owed by HWI to Supplier under this PO. (h) Any documents related to this PO must be sent to the Authorized Agent listed on the front of this PO.

ENTIRE AGREEMENT; CONFLICTS. This PO and any attachment document constitute the entire agreement between the parties with regard to the Goods or Services and supersedes all previous representations, statements, negotiations, commitments and writings relating to such Goods or Services. Any terms on Supplier's web site, product schedule or other ordering document, or contained in any "shrinkwrap" or "clickwrap" agreement, will have no force or effect if the provisions conflict with the terms of this PO. If there is a conflict between this PO and any other document related to the Goods or Services, the order of precedence of the documents be as follows: (i) master agreement or other written agreement between HWI and Supplier signed by an Authorized Agent; (ii) statement of work; (iii) supplemental terms set forth on the front of this PO; (iv) printed PO terms; and (v) other documents incorporated into this PO by reference. In the event that a master agreement or other written agreement between HWI and Supplier signed by an Authorized Agent does not exist, then the Printed PO terms will be first in the order of precedence.

INBOUND DELIVERY REQUIREMENTS – PURCHASE ORDERS**Warehouse Receiving Location – Kansas City**

1331 Saline St – Shipping/Receiving Dock 6
North Kansas City, MO 64116
Phone: 816.701.0803
Receiving Hours: 8:30am – 4:30pm, Central Time
All deliveries require appointment.

Warehouse Receiving Location - Denver

5000 Osage St, Suite 100 – North Docks #61 - 64
Denver, CO 80221
Phone: 303.487.4242 (Primary) / 303.487.4266 (Secondary)
Receiving Hours: 7:00am – 5:00pm, Mountain Time
All deliveries require appointment.
**To schedule an appointment call between the hours of
7:30am – 3:00pm 24 hours prior to anticipated delivery time.**

1. LTL / FTL Shipments – Specifications

- a) All pallets must be 40" x 48" reusable, double faced, 4-way pallets.
- b) The maximum stacking dimensions are 50" high to include the pallet with no overhang.
- c) Pallets must be of good quality in order to be placed in racking, no missing boards or protruding nails.
- d) Maximum total pallet weight must not exceed 2,000 pounds.
- e) All cartons must be labeled with part number, quantity per carton and labeling should be facing out whenever possible.
- f) We prefer one item per pallet, if product mixing is required, keep products separated vertically and mark pallet as MIXED.
 - i. No inter-mixing of products within a carton, one product per carton.
 - ii. A packing list must be attached and clearly visible for each mixed pallet listing all items within the pallet.
- g) We do not accept double stacked pallets.
- h) All palletized loads must be stabilized by one of the following:
 - i. Stretch wrapped with a minimum of 3 layers of stretch film.
 - ii. Shrink wrapped with a suitable material to eliminate load shifting.
 - iii. Plastic strapping with corner caps.
- i) All deliveries require an appointment by phone, please use the number listed above.
- j) All incoming shipments require a packing slip - see information below.

2. Small Package Shipments (UPS, FedEx, etc.) – Specifications

- a) Cartons must be at least 200 lb. single wall corrugated, sealed with a quality 2" or 3" tape.
- b) Carton weight not to exceed more than 40 lbs. each.
- c) Each carton must be clearly marked showing total number of cartons (1 of 2, 2 of 2, etc.).
- d) No inter-mixing of products within a carton, one product per carton.
- e) A label must be affixed to each carton of material with the following information:
 - i. Client Information.
 - ii. Material description.
 - iii. Job Reference (if available).
 - iv. Purchase order number.
 - v. Total quantity per carton.
- f) All incoming shipments require a packing slip - see information below.

3. Packing Slip Requirements

- a) All shipments must be accompanied by the supplier's packing slip.
 - i. Inbound deliveries without a packing slip are subject to refusal of delivery.
- b) Packing slips must be affixed to the lead box and placed on the top side of the box for easy review.
- c) Packing slip unit of measure must match Purchase Order unit of measure.
- d) All packing slips must contain the following information:
 - i. Suppliers name.
 - ii. Purchase order number.
 - iii. Material part number or SKU.
 - iv. Complete description of material, be sure to indicate how the material is packaged (I.e. packages of 100, single sheets).
 - v. Quantity ordered, Quantity shipped, Quantity backordered, total number of boxes and quantity per box.

4. Shipping Requirements

- a) When shipping a Purchase Order to a Henry Wurst, Inc. Warehouse, we require utilizing the following shipping carriers:
 - i. Cartons packed under 300 lbs., please utilize UPS, account #5V719Y.
 - ii. Skid-packed freight between 300 - 8,000 lbs., please ship Freight Collect via Con-Way.
 - iii. Please call the applicable Warehouse for local and truckload arrangements.

PLEASE NOTE:

Goods delivered outside the above specifications will be subject to a re-handling charge of \$40.00 per hour.