



PURCHASE ORDER

Columbia Pulp

P.O. NO. 17-0060
DATE: JUNE 14, 2018

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

VENDOR WESCO Distribution, Inc.
2025 E Trent Ave
Spokane, WA 99202
CONTACT: Mike Chilton
Phone: 509-456-7501
Email: mchilton@wescodist.com

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

SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE
Truck	FOB Point of Shipment - Freight Prepaid and Added	As stated

QTY	ITEM #	DESCRIPTION	JOB	UNIT PRICE	LINE TOTAL
1	1	TX-12 as per Vendor Quote - BRD6865872, dated 06/06/18		\$28,132.94	\$28,132.94
1	2	MCC-800 as per Vendor Quote - wooddj000_01081800_05_M00, dated 06/05/18		\$28,521.99	\$28,521.99
		Attachments: <ul style="list-style-type: none"> Allnorth Material Requisitino ES-027-4 (6-13-2018) Eaton Quote BRD6865872 (6-6-2018) Siemens Quote wooddj000_01081800_05_00_M00 (6-5-2018) 			
<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>					
<p>Terms of Payment - Invoice 50% of total upon order acceptance and confirmation of ship date. Invoice 50% of total upon shipment. Payment within 30 days of invoice date.</p>					

<p>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</p>		
<p>Columbia Pulp - WESCO Master Supply Agreement terms and conditions of sale apply to this purchase order. These terms and conditions supersede and replace all other terms and condition in other documents.</p> <p>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.</p>		

SUBTOTAL	\$56,654.93
SALES TAX	Non-Taxable
TOTAL	\$56,654.93

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


John Begley (Jun 14, 2018)

Authorized by

Date





MATERIAL REQUISITION

Equipment:	Motor Control Center and Transformer
Client:	Columbia Pulp
Project Name:	Lyons Ferry Straw Processing Plant
Project Number:	15NA0050
Requisition Number:	15NA0050-ES-027-4
Date:	6/13/2018
Vendor:	Wesco Distribution
Contact:	Anthony Rinaldi P: 509-456-7501 arinaldi@wesco.com 2025 E Trent Ave, Spokane WA 99202

Requisition for:	<input type="checkbox"/> Quote <input checked="" type="checkbox"/> Purchase <input type="checkbox"/> Change Order
Total Cost:	\$ 56,654.93
Shipping Terms	FOB Plant
3rd Party Inspection:	None
Attachments:	<input checked="" type="checkbox"/> Datasheets <input type="checkbox"/> Specifications <input checked="" type="checkbox"/> Drawings <input type="checkbox"/> Scope of Work <input type="checkbox"/> Sole Source Justification

Line	Qty	Description	Unit Price	Subtotal
1	1	TX-12 as per Vendor Quote -BRD6865872, dated 06/06/18	\$ 28,132.94	\$ 28,132.94
2	1	MCC-800 as per Vendor Quote - wooddj000_01081800_05_M00, dated 06/05/18	\$ 28,521.99	\$ 28,521.99
3				
4	1	Advanced for Records Drawings for Each MCC.		
5		Note: Nameplate schedule provided separately		
6				
7				
8				
9				
Total Cost:			\$	56,654.93

Approvals

Initiator: Neil Sutton, Ctech Date: 6/13/2018
ACL Approval: Chris Mathie, P. Eng Date: 6/13/2018
Ryan Sinclair, P.Eng Date: 6/13/2018
Client Approval: _____ Date: _____



Powering Business Worldwide

Eaton
Power Systems Division
Proposal Number BRD6865872
Revision 00

Date: June 06, 2018
Proposal Valid Through: August 06, 2018

Allnorth

ATTN: Chris Mathie

End User: COLUMBIA PULP
Product(s): 3Ph-Pad
Identifier: LYONS FERRY

Eaton and WESCO Distribution is pleased to present our response to your request. The attached proposal is based on our interpretation of any specifications, drawings and/or other information provided to Eaton.

Sincerely,

Mike Chilton
Wesco Distribution, Inc.

cc: - POWER PLUS
POWER PLUS

Proposal Details

Terms of Sale: FOB Plant - Freight Prepaid and Allowed

Payment Terms: Within 45 Days Due Net

Proposal Valid Through: August 06, 2018

Orders must be issued to "Cooper Power Systems, LLC" and are subject to Eaton's Terms and Conditions of Sale that are included or have been provided previously to the buyer.

The following are the purchase order requirements for Eaton's Power Systems Division

All purchase orders must have the following clearly identified to be accepted by Power Systems. If a purchase order is missing any one of the requirements, it will be returned for revision prior to entering the order.

- Legal entity – Cooper Power Systems
- PO number
- Sold to number or address
- Ship to number or address ('will advise' acceptable temporarily)
- Price per line item
- Quantity per line item
- Catalog number, customer material number, or quote number with identified item numbers
- Freight Terms
- Currency if international
- Payment Terms

Listing any of the following additional requirements on your purchase order will assist in the speed and accuracy of processing your order and preventing orders from being placed on hold:

- Valid and current contract or quote number
- Shipping Notes (if required)
 - If shipping collect an account number must be provided
 - If shipping third party a payer address is needed
 - If shipping direct to the end user, provide an address, contact name and contact number
 - If shipping complete, this must be noted
- Please note any special instructions, including special billing and customer witness tests. It is preferred that they are highlighted.
- Lead-times
 - Please note when the customer needs the material
 - If expedited lead-times have been committed please note who you received the lead-time from and what the commitment was

Proposal number and item number should be referenced on purchase order.

Quoted lead-times are based on current factory loading and are subject to change.

Lead-time: Shipment is based on receipt of all required order information at Cooper Power Systems. X and Y (where applicable) are defined in the Item Details for each line item on this proposal.

*IF NO APPROVAL DRAWINGS ARE REQUIRED, lead-time is (X) weeks from receipt of complete order information.

*IF APPROVAL DRAWINGS ARE REQUIRED, drawings will be scheduled upon receipt of complete order information and at the lead-time in effect at that time. Current drawing lead time is (Y) weeks.

Scheduling into production will occur upon the receipt of approved drawings at Cooper Power Systems with a release to manufacture. The equipment will also be scheduled at the lead-time in effect at the time of release to manufacture. (CAUTION: Our quoted product lead time starts after release to manufacture. Time for customer review and approval of drawings is not included in the lead time.)

We now offer complete services for all your power distribution and automation needs. We have the industry's largest Electrical Power Equipment Manufacturer's Service Team, which provides 24 hour service. We provide start-up and commissioning; power system analysis including Arc Flash, Harmonics and other studies; preventive maintenance, testing and field trouble-shooting; multi-year service contracts; power system automation engineering, monitoring and training; aftermarket life extension solutions; as well as turnkey project capabilities. In addition to the services that we can provide for the equipment contained within this proposal, our Service Team is experienced on all manufacturers' electrical power distribution equipment, so please contact us about any electrical system problem. If you need immediate service, you can contact the Representative who provided this proposal, or call our 24-hour response number: 1-800-498-2678.

All 3 phase padmount transformers will be designed and manufactured in accordance with the latest revision of IEEE Standards C57.12.34 and C57.12.28.

Item Details

Item Number: 00001

Customer RFQ Information: Email; Dated: 6/4/2018

Quantity	Unit Price	Extended Price
1	\$28,132.94 USD	\$28,132.94 USD

Lead-time (Per Lead-time definition in Proposal Details):

Product Lead-time (X): 6-8 weeks ex-factory

Optional Approval Drawing Lead-time (Y): 4 weeks plus time for customer review.

Description:

kVA	750/862 kVA 3 Phase Pad-Mounted Transformer
Temperature Rise	65 degree average winding rise
Cooling Class	KNAN/KNAF (FUT)
Frequency	60 Hz.
Insulating fluid	Envirotemp FR3
Elevation	Designed for operation at 1000 m (3300 ft) above sea level
Sound Level	NEMA TR1 Standard
Efficiency Standard	DOE 2016
High Voltage	13800 Delta Volts, 95 kV BIL
kV Class	15 kV
High Voltage Configuration	Dead Front, Loop Feed
Taps	2 - 2.5% taps above and 2 - 2.5% taps below nominal
Tap Changer	100 Amp 5-position tap changer
High Voltage Bushings	200 amp Cooper bushing wells (Qty: 6)
Inserts	15 kV, 95 kV BIL Cooper load-break inserts (Qty: 6)
Load-break Switching	15-38 kV, 300A 2-Position
High Voltage Arresters	Varistar elbow arresters, 15 kV class, 18 kV (Qty: 3)
Overcurrent Protection	Bayonet Fuses in series with Partial-Range Current-Limiting Fuses (Qty: 3)
Expulsion fuses	Bayonet fuses (Qty: 3)
Bayonet Holder	Copper Bayonet Fuse Holder (Qty: 3)
Low Voltage	480Y/277 Volts, 30 kV BIL
Low Voltage kV Class	1.2 kV
Low Voltage Bushings	1" copper stud with 6-hole screw-on spade bushing(s) (Qty: 4)
Cabinet	20 inch deep cabinet
Cabinet hardware	Penta-head cabinet door bolts
IEEE K-Dimension	Loop feed per IEEE C57.12.34-2015 Figure 11 minimum dimensions (without bails)
Coatings	Munsell Green (Munsell 7GY 3.29/1.5) topcoat
Certifications	UL Listed
Gauges & Fittings	Liquid level gauge
Gauges & Fittings	Thermometer, dial-type, with alarm contacts
Gauges & Fittings	Pressure/vacuum gauge
Gauges & Fittings	Schrader valve
Gauges & Fittings	Pressure relief device, 50 SCFM
Gauges & Fittings	Drain valve (1") with sampler in LV compartment
Fan Packages	Forced Air Control Circuit for Future 120V fans

Item Number: 00001

Control Box	No Control Box
Tank accessories	IEEE standard two-hole ground pads (Qty: 3)
Tank accessories	Nitrogen Blanket
Tank accessories	Seismic anchoring provisions welded to tank
Packaging	Pallet
Cover	Bolted cover

PERFORMANCE DATA:	.
Design Impedance	5.76% (For Reference Only)
Fluid Weight	1629 lbs
Total Weight	5888 lbs
Fluid Volume	212 Gallons
Primary Conductor Material	Copper
Secondary Conductor Material	Copper

Proposal Notes

Technical

In addition to transformers, Eaton's Cooper Power Systems also offers a wide range of vault and pad-mounted underground distribution switchgear for your sectionalizing, overcurrent protection and automation needs. Various product types are available to provide either fused or electronic resettable overcurrent protection, with under oil or vacuum switching. Switchgear is also available for applications such as reclosing, source transfer, grid intertie, and automatic feeder reconfiguration. Please contact your sales representative for additional information.

Coatings and surface preparation system shall be Eaton's standard, which is in compliance with IEEE C57.12.28 performance requirements. First coating of metal parts shall be a high-build electro-coat formulation, applied with an electrostatic dip process, over a zinc phosphate pretreatment. Inside cabinet surfaces and tank front shall be light gray. The second coating, a urethane overcoat applied for exterior ultraviolet protection shall be applied to the external tank and cabinet surfaces. Total dry film paint thickness shall be an average of 3 mils.

Unless specifically listed in the quoted transformer bill of material, the following items are not included in this proposal: elbows, elbow grounding kits, connectors, stand-offs, insulated bushing type parking stands (standoff bushings), insulated protective caps (bushing covers), insulated protective bushing well plugs, secondary terminating lugs, grounding lugs, anchor bolts, padlocks, key interlocks, hot sticks, pentahead wrenches. Please contact your Eaton sales representative for information on how to procure this equipment.

Product/Design Testing

Eaton performs the routine tests as defined in the current IEEE standards C57.12.00 and C57.12.90, which include:

- Ratio, Polarity, and Phase Relation: Ensures correct winding ratios, phase shift, and tap voltages. Tested at a maximum of 100V.
- Winding Resistance: Verifies the integrity of internal HV and LV connections; provides data for loss upgrade calculations.
- Insulation Power Factor: This test verifies that vacuum processing has thoroughly dried the insulation system to required limits. Please note ECPS does not utilize Doble testing equipment.
- Routine Impulse Tests: The most severe test, simulating a lightning surge. Applies one reduced wave and one full wave to verify the BIL rating.
- Applied Potential: Applied to both high-voltage and low-voltage windings, this test stresses the entire insulation system to verify all live-to-ground clearances.
- Induced Potential: 3.46 times normal plus 1000 volts for reduced neutral designs, twice normal voltage for full-neutral designs.
- Loss Test: These design verification tests are conducted to ensure that guaranteed loss values are met and that test values are within design tolerances. Tests include no-load loss and excitation current along with impedance voltage and load loss.
- Leak Test: Pressurizing the tank for approximately 4 to 6 hours to ensure a complete seal, with no weld or gasket leaks, to eliminate the possibility of moisture infiltration or oil oxidation.

This proposal is based upon standard factory testing. These tests are the routine tests as defined by IEEE C57.12.00. Certified test reports can be provided at no additional charge, if requested.

The following special tests, witness of tests, or inspections must be individually itemized and shown on the Purchase Order. Any additions of these items after the initial P.O. date will be 2X the cost of the test or inspection:

Pricing available by request

WITNESS / INSPECTION VISIT:

Customer Witness of Routine Test/Final Inspect:

Customer Final Inspection:

Core and Coil Inspection:

Photographic Record of Core/Coil/Tanking:

Please note that only one unit of each catalog design may be witness tested, including identical designs of double-ended substations.

TEST

Heat Run:

Chopped Wave Impulse Test (HV only):

Full & Reduced Wave Impulse Test (LV only*):

Record of Impulse Oscillogram Waveforms:

Sound Test (per NEMA TR-1):

RIV Test:

Zero Sequence Impedance Test:

24 Hour Leak Test:

Insulation Resistance (Megger):

Dissolved Gas Analysis:

PCB Fluid Testing:

Fluid Dielectric Testing:

Detection of Sulfur Dioxide:

*Only available if LV BIL is 60 kV or higher

Commercial

This Proposal is based on our interpretation of any Specifications, Drawings, and/or other information provided to Cooper. Accuracy/Completeness is the sole responsibility of the Distributor, Contractor, and End User. If any Item/Service is not listed it is not included nor implied to be. All Items/Services not shown/listed will be the responsibility of the Distributor, Contractor, and End User to furnish/provide.

A written Purchase Order must be received by the sales office that submitted this quote within 60 days of the date on the quote. The Purchase Order may be either Release for Manufacture or Hold for Approval Drawing Submittal.

When the order is Hold for Approval Drawing Submittal, the Approval Drawings must be returned to the submitting sales office with a Release for Manufacture within 60 days of the original P.O. date.

Should the Release for Manufacture arrive after the 60 days mentioned above, an escalation schedule be applied as follows:

- > 60 days = 2% total price escalation
- > 90 days = 3% total price escalation
- >120 days = 4% total price escalation
- >150 days = 5% total price escalation
- >180 days = Order cancelled with 20% cancellation fee AND
Customer must enter new order against updated Proposal

Upon order entry by Eaton, the transformer will be acknowledged to ship at the quoted lead time or the best available lead time.

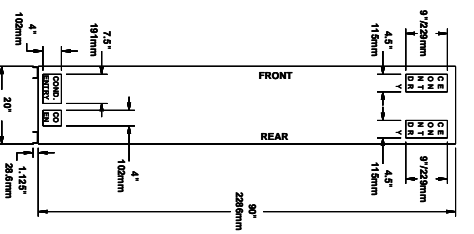
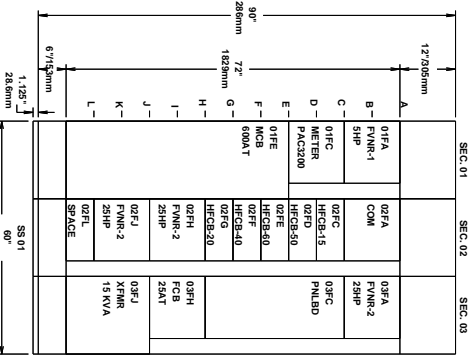
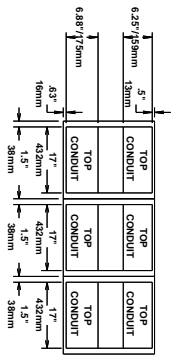
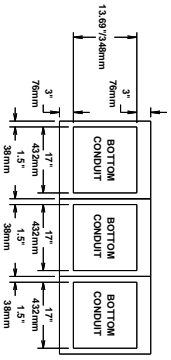
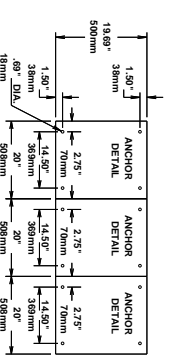
In the event Buyer cancels this agreement after award, the following will be charged as a percentage of the order price of each item cancelled: After award, before engineering has begun: 20%. After engineering has begun, before production firm schedule date: 50%. After production firm schedule date, before fabrication: 70%. After fabrication has begun: 100%

For a fee of \$1500 per design, Eaton will provide approval drawings prior to placement of a purchase order for the quoted units. This fee can then be applied toward the future purchase of the quoted units. For more information, please contact your Eaton Sales Representative. Approval drawing lead-time is 3-4 weeks.

Eaton's standard limited warranty covers any defect which shall appear under proper and normal use of its equipment within one (1) year after date of shipment or within one (1) year after installation of the equipment, but not exceeding eighteen (18) months from date of shipment.

For three phase pad mounted transformers, please reference installation and maintenance instructions document MN202001EN for preventative maintenance instructions to maintain the warranty period.

Lead times quoted are based on accurate and complete information from the customer. If additional information or clarifications are required, a delayed response from the customer may affect the ship date(s) of the unit(s). The manufacturer cannot be held accountable for such delays.



CUSTOMER SECT. ID	DEPTH (Inmm)	WIDTH (Inmm)	HORIZONTAL BUS	VERTICAL BUS TYPE	VB SHUTTERS	VB BARRIERS	DOUBLE DEEP BUS THRU	THERMOSTAT	FLUORESCENT LIGHT	LIGHT SWITCH	DUPLICATE RECEPTACLE	NEMA 3R DOOR FAN	OPTIONS	GENERAL NOTES
20/568	20/568	20/568	YES	600A FRONT	ISOLATED	NO	NO	-	-	-	-	-	-	2

GENERAL	SERVICE	REGIONAL CODES	ALTTUDE RATINGS	CUST INSPECT REQD	CERTIFIED TEST RPTS	GENERAL NOTES	SHOP NOTES
480 300V AC	SOLID GROUNDING	UP TO 3000FT / 915M	NONE	NONE	-	-	-

BUS	BRACING	BUS RATING	HORIZONTAL BUS	VERTICAL BUS	NEUTRAL BUS	HORIZONTAL GROUND BUS	VERTICAL GROUND BUS	STRUCTURE	HEIGHT	DEPTH	PAINT	GENERAL OPTIONS	SIZE	POWER SOURCE	BARNIER	THERMOSTAT	SPECIAL DIAGRAMS	WIRING CLASS	UNIT	NAMEPLATES
42K AC 5YM	42K AC 5YM	800A (1/2 X 2)	60 DEGREE C	SEE SECTION DETAILS	300A (1/4 X 1)	300A (1/4 X 1)	1A	91.125" / 2315MM	20" / 508MM FRT ONLY	GRAY ANS1 61	NONE	1	1	1	1	1	1	MIN WITHSTAND RATINGS	STANDARD	

NO.	REVISIONS	BY:	DATE
1	0	woodell	6-6-2018

Lyons Ferry Plant

WESCO DISTRIBUTION INC

Siemens Industry, Inc.

WOOD0100 01081800 05 00_M00-20000-1

REV. 1 0-5

ABBREVIATIONS

- E55 - ETHERNET SWITCH WITH 16 PORTS MANAGED WITH C-PLUG.
- M26 - PAC3200 3 PHASE POWER-METER WITH CTS AND PYS.
- OLU - OPERATING MODULE WITH TEXT DISPLAY ON OVERLOAD RELAY.
- OLV - 3U/F70 PRO V OVERLOAD RELAY HAS CURRENT/VOLTAGE CT.
- OV3 - SIMOCODE WITH PROFINET COMMUNICATIONS.
- OV/B - BLANK OR SPECIAL LEGEND INSERT FOR 3U/F70 OPERATING MODULE.
- PS1 - POWER SUPPLY WITH 24V DC OUTPUT.
- PS3 - STANDARD PARAMETER BLOCKS, OVERLOAD RELAY W/ REMOTE I/O, ANYMAINTAINED NETWORK BITS.
- R - PILOT LIGHT WITH RED LENS AND RUNNING LEGEND.
- SS - SEPARATE SOURCE PROVIDES CONTROL POWER.
- UT - UNIT TRANSFORMER PROVIDES CONTROL POWER, XYX SHOWS PRIMARY/SECONDARY FUSES.
- LSIG - ADJUSTABLE SHORT TIME AND GRND FAULT PICKUP/DELAY AND ADJUST INST PICKUP.
- 3U/F70 - 3U/F70 SIMOCODE OVERLOAD RELAY (SEE UNIT OPTIONS FOR FEATURES).

NOTES

- E4 - THIS MCC HAS STAR ETHERNET TOPOLOGY.
- R8 - THIS MCC IS PROVIDED WITH A BOTTOM MOUNTED GROUND BUS, BOTTOM CONDUIT SPACE MAY BE RESTRICTED BY TRANSFORMERS IN SECTIONS WHERE INDICATED.
- SCW - POWER-METER WITH 600'S CTS AND 1" PASS THROUGH CTS.
- *2 - CONDUIT SPACE MAY BE RESTRICTED BY TRANSFORMERS IN SECTIONS WHERE INDICATED.
- E2 - HIGH EFFICIENCY MOTOR APPLICATION.

Lyons Ferry Plant

JOB		DATE	
Lyons Ferry Plant			
PROJECT	WESCO DISTRIBUTION INC	DATE	
CLIENT		BY	Woodd1
THE		ENCL LOC.	
NO.		DESCRIPTION	MCC-120
DATE	6-6-2018		
DRW. NO.	WOODD1000_01081800_05_00_M00-20000-4		
APP.	WOOD LOC.	SHEET	4 of 5
DATE	ENCL FILE		
Siemens Industry, Inc.		REV.	1
Macon, Georgia			

JOB

Lyons Ferry Plant

PROJECT: **WESCO DISTRIBUTION INC**

CONTRACT: _____

DATE: _____

BY: **Woodd** EMAIL: _____

DATE: _____ INFORMATION: **MCC-120**

NO: **6-6-2018**

DATE: _____

PROJECT NO: **Woodd|000_01081800_05_00_M00-20000-5**

APPROVED: _____

DATE: _____

PROJECT FILE: _____

SHEET **5** OF **5**

REV: **1**

Address: Georgia

Siemens Industry, Inc.

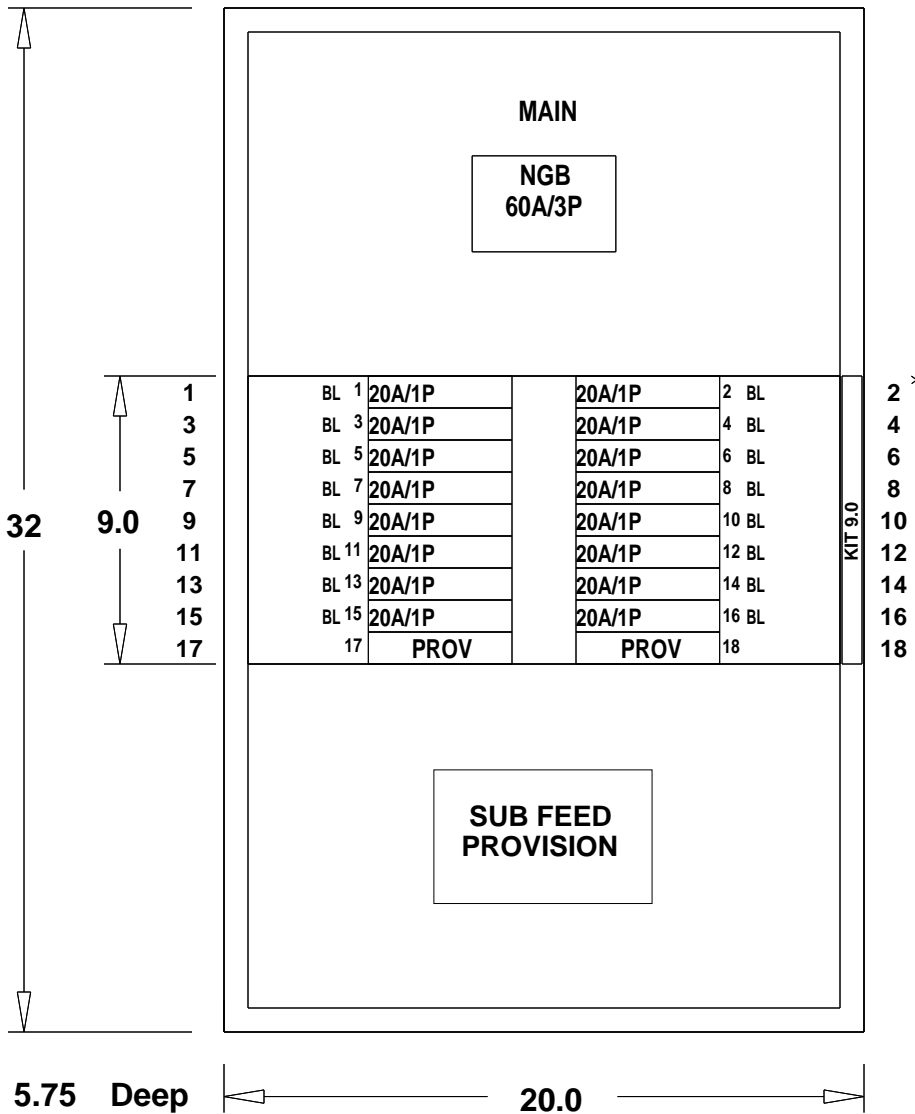
SECTION :1 OF 1
 PANEL TYPE :P1
 CATALOG NUMBER :P1C18NB060CTST
 ENCLOSURE :1 Indoor
 SYSTEM VOLTAGE :208Y/120 3Ø 4W Wye AC
 IR RATING :10 K AIC
 MAIN BUS :125 A
 BUS MATERIAL :Tin Plated Copper
 FEED :Top
 MOUNTING :Surface
 SE LABEL :No
 SERIES RATED :Yes
 CONDUIT AREA :N/A
 *INDICATES POSITIONING NUMBERS TO HELP WITH THE MANUAL PLACEMENT OF BREAKERS ON THE MECHANICAL VIEW

PANELBOARD COMPONENTS

Main :
 1 - 60A /3P-NGB MAIN BREAKER
 1-(1)#8-#1/0Cu/ (1)#8-#2/0Al
 1-RP1 Main Space Mounted Kit - xGB Main

Branches :
 2 - BL/BQD PROVISION
 16 - 20A /1P-BL

Options :
 1-Subfeed/Feedthru Provision
 1-No Enclosure
 1-Card Holder-Std Plastic Sleeve
 1-No Front
 1-NP Location - Trim
 1-Certification - UL
 1-Std Al/Cu Gnd Connector

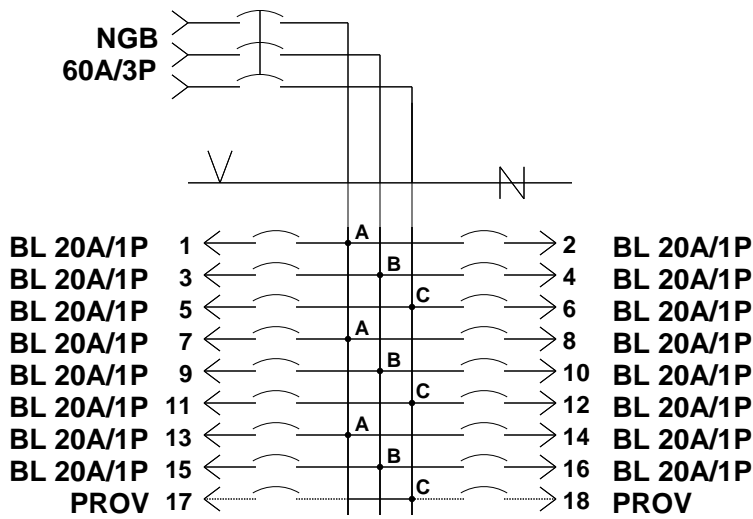


<p>Lyons Ferry Plant</p>				<p>JOB</p>	
<p>P.O. -</p>		<p>CUST. WESCO DISTRIBUTION INC</p>		<p>CONSLT -</p>	
<p>TIE -</p>		<p>BY wooddj</p>		<p>ENG. LOC. -</p>	
<p>S.O. -</p>		<p>DATE 6-6-2018</p>		<p>DESIGNATION 60A PANEL</p>	
<p>1 0</p>		<p>nayarg 6-6-2018</p>		<p>DWG. NO. wooddj000_01081800_05_00_M00-20050-1</p>	
<p>NO. REVISIONS</p>		<p>DRAWN BY DATE</p>		<p>Siemens Industry, Inc. Norcross, Georgia</p>	
				<p>APP. MFG. LOC. SHEET 1 of 5 REV. 1</p>	

SECTION :1 OF 1
 PANEL TYPE :P1
 CATALOG NUMBER :P1C18NB060CTST
 ENCLOSURE :1 Indoor
 SYSTEM VOLTAGE :208Y/120 3Ø 4W Wye AC
 IR RATING :10 K AIC
 MAIN BUS :125 A
 BUS MATERIAL :Tin Plated Copper
 FEED :Top
 MOUNTING :Surface
 SE LABEL :No
 SERIES RATED :Yes
 CONDUIT AREA :N/A
 *INDICATES POSITIONING NUMBERS TO HELP WITH THE MANUAL PLACEMENT OF BREAKERS ON THE MECHANICAL VIEW

(1)#8-#1/0CU/ (1)#8-#2/0AL/PH AND N

ABBREVIATIONS



JOB Lyons Ferry Plant			
P.O. -	CUST. WESCO DISTRIBUTION INC		
CONTR -	CONSULT -		
TITLE -	BY wooddj	ENG. LOC. -	DESIGNATION 60A PANEL
S.O. -	DATE 6-6-2018		
DWG. NO. wooddj00_01081800_05_00_M00-20050-2			
Siemens Industry, Inc.		APP. -	REV. 1
Norcross, Georgia		DWG. FILE	SHEET 2 OF 5

CIRCUIT SCHEDULE

CIRCUIT NUMBER	UNIQUE ID NO.	TRIP AMPS (A)	POLES	DEVICE TYPE	INTERRUPT RATING (AIC)	METER ACC	CT RATING	LOAD LUG SIZE PER PHASE	CIRCUIT IDENTIFICATION
1	9	20	1	BL	-	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
3	11	20	1	BL	-	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
5	13	20	1	BL	-	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
7	15	20	1	BL	-	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
9	17	20	1	BL	-	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
11	19	20	1	BL	-	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
13	21	20	1	BL	-	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
15	23	20	1	BL	-	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
17	25	-	1	B-PROV	-	-	-	-	-
2	10	20	1	BL	-	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
4	12	20	1	BL	-	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
6	14	20	1	BL	-	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
8	16	20	1	BL	-	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
10	18	20	1	BL	-	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
12	20	20	1	BL	-	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
14	22	20	1	BL	-	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
16	24	20	1	BL	-	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
18	26	-	1	B-PROV	-	-	-	-	-

Lyons Ferry Plant			
P.O.	-	CUST.	WESCO DISTRIBUTION INC
CONTR.	-	CONSULT	-
TIE	-	BY	wooddj
S.O.	-	DATE	6-6-2018
		ENG. LOC.	60A PANEL
		DWG. NO.	wooddj00_01081800_05_00_M00-20050-3
Siemens Industry, Inc.		APP.	MFG. LOC.
Norcross, Georgia		APP.	DWG. FILE
		SHEET	3 OF 5
		REV.	1

JOB			
Lyons Ferry Plant			
P.O.	CUST.		
-	WESCO DISTRIBUTION INC		
CONTR	CONSULT		
-	-		
TIE	BY	ENG. LOC.	DESIGNATION
-	wooddj	-	60A PANEL
S.O.	DATE		
-	6-6-2018		
DWG. NO.		wooddj000_01081800_05_00_M00-20050-4	
Siemens Industry, Inc.		APP.	MFG. LOC.
Norcross, Georgia		APP.	DWG. FILE
		SHEET	4 OF 5
		REV.	1

APPLICATION ENGINEERING REPORT

UNIQUE ID NUMBER	DESCRIPTION	APPLICATION DESCRIPTION

JOB			
Lyons Ferry Plant			
P.O.	-	CUST.	WESCO DISTRIBUTION INC
CONTR	-	CONSULT	-
TITLE	-	BY	wooddj
S.O.	-	DATE	6-6-2018
		ENG. LOC.	-
		DESIGNATION	60A PANEL
Siemens Industry, Inc.		wooddj000_01081800_05_00_M00-20050-5	
APP.		MFG. LOC.	
APP.		DWG. FILE	SHEET 5 OF 5
Norcross, Georgia			REV. 1

MCC-120 Proposal

To: Allnorth

From: WESCO DISTRIBUTION INC

Attention: Chris Mathie

Job Name: Lyons Ferry Plant
Quote Name: Lyons Ferry Plant MCC R7 MCC-120
Quote #: wooddj000_01081800_05_00_M00
Bid Date: 06/05/2018

Siemens Industry, Inc. (Company) agrees to sell to Purchaser and Purchaser agrees to purchase from the Company the goods described below. Written quotations are valid for 30 calendar days from price approval date unless otherwise stated in the quotation. Quotations are subject to change by Siemens Industry, Inc. at any time upon written notice to Purchaser. Quoted Lead times refer to the manufacturing cycles, in working days, at time of quotations and are subject to change.

Quote Notes:

Line #:	Qty	Description
20000	1	MCC-120--MCC MCC-120, TIASTAR, 20 (Front Only), Circuit Breaker, 480 3Ø3W Delta AC, 60 Hz, 42,000, 1A - Indoor gasketed, 800, Tin, Copper, I (Std. Unit Diagrams Only), Bd (Unit control tb). Quoted Lead Time : 85 Working Days
		1 - SECTION
		1 - Encl. 20IN D Front Only 20IN W
		1 - Type 1 Gasketing
		1 - Ethernet Topology STAR
		1 - 800A Tin Plated H. Bus Copper
		1 - 42,000A Bus Bracing
		1 - 600A Tin Plated V. Bus
		1 - 300A Unplated Horizontal Ground Bus Copper
		1 - Ground Lug, (1) 6-300Kcmil
		1 - Master Nameplate
		1 - 800AF 600AT SMD6 MCB.
		1 - MCB, 800A Max, Bottom Entry SMD6 Trip Amperage 600
		1 - Electronic Trip With Long Time, Instantaneous, Short Time, Ground Fault
		1 - METER UNIT.
		1 - Meter Unit Base Price
		1 - CPT 50VA 1 Sec. 2 Pri. Fuses Std. Cap.
		1 - Wire Markers, Sleeve Type, Control Wires
		1 - Pull-Apart Control Terminals
		1 - DIGITAL, POWER METER, PAC3200, M26
		1 - PAC3200 Meter Compression Terminals
		3 - CT For Local Meter 600:5
		2 - PT For Local Meter Line Voltage 480
		1 - FVNR, CB, SZ 1, 5HP.
		1 - FVNR Size 1, CB 5 HP
		1 - Simocode Pro V
		1 - Current and Voltage Module
		1 - Operator Panel With Text Display
		1 - Standard Parameter Blocks Overload Relay w/ Remote I/O

MCC-120 Proposal

Any/Maintained Network Bits

- 1 - Software for configuration is not included, and should be entered as a separate line item
- 1 - SIMOCODE Communication PROFINET
- 1 - CPT 50VA 1 Sec. 2 Pri. Fuses Std. Cap.
- 1 - Wire Markers, Sleeve Type, Control Wires
- 1 - Pull-Apart Control Terminals
- 1 - Pilot Light, RED, RUNNING, R
 - 1 - Pilot Light, 30mm Red
 - 1 - Legend = RUNNING
 - 1 - Led Bulb
- 2 - SECTION
 - 1 - Encl. 20IN D Front Only 20IN W
 - 1 - Type 1 Gasketing
 - 1 - 800A Tin Plated H. Bus Copper
 - 1 - 42,000A Bus Bracing
 - 1 - 600A Tin Plated V. Bus
 - 1 - 300A Unplated Horizontal Ground Bus Copper
- 1 - COMMUNICATION.
 - 1 - Communication Unit
 - 1 - Ethernet Switch SCALANCE XC216 16 Ports Managed With C-Plug
 - 1 - Wire Markers, Sleeve Type, Control Wires
 - 1 - Pull-Apart Control Terminals
- 1 - 125AF 15AT HED4 FCB.
 - 1 - High Density FCB, 50A Max, HED4 Trip Amperage 15
 - 1 - CPT 150VA 1 Sec. 2 Pri. Fuses Std. Cap.
 - 1 - Wire Markers, Sleeve Type, Control Wires
 - 1 - POWER SUPPLY, PS1
 - 1 - Power Supply Input: 100-240VAC, 110-300VDC Output: 24 VDC/1.3 A, Class II
- 1 - 125AF 50AT HED4 FCB.
 - 1 - High Density FCB, 50A Max, HED4 Trip Amperage 50
- 1 - 125AF 60AT HED4 FCB.
 - 1 - High Density FCB, 100A Max, HED4 Trip Amperage 60
- 1 - 125AF 40AT HED4 FCB.
 - 1 - High Density FCB, 50A Max, HED4 Trip Amperage 40
- 1 - 125AF 20AT HED4 FCB.
 - 1 - High Density FCB, 50A Max, HED4 Trip Amperage 20
- 3 - FVNR, CB, SZ 2, 25HP.SPARE
 - 1 - FVNR Size 2, CB 25 HP
 - 1 - Simocode Pro V
 - 1 - Current and Voltage Module
 - 1 - Standard Parameter Blocks Overload Relay w/ Remote I/O Any/Maintained Network Bits
 - 1 - Software for configuration is not included, and should be entered as a separate line item
 - 1 - SIMOCODE Communication PROFINET
 - 1 - CPT 50VA 1 Sec. 2 Pri. Fuses Std. Cap.
 - 1 - Wire Markers, Sleeve Type, Control Wires
 - 1 - Pull-Apart Control Terminals
 - 1 - Pilot Light, RED, RUNNING, R
 - 1 - Pilot Light, 30mm Red
 - 1 - Legend = RUNNING
 - 1 - Led Bulb
- 1 - 6 X 16 SPACE.
 - 1 - Prepared Space Height 6

SIEMENS

MCC-120 Proposal

- 1 - 208Y/120 3Ø 4W WYE AC PANELBOARD.
 - 1 - Panelboard Unit
 - 1 - Panel Board Epm Price
- 1 - 125AF 25AT HED4 FCB.
 - 1 - FCB, 50A Max, HED4 Trip Amperage 25
- 1 - 15 KVA 3 480 V 208Y/120 Unit Fed Transformer.
 - 1 - 15KVA XFMR, 3Ø, Secondary Voltage 208Y/120

20050 1 MCC-120:60A PANEL--PANELBOARD P1

Quoted Lead Time : 10 Working Days

- 1 - SECTION
 - P1C18NB060CTST, System Voltage: 208Y/120 3Ø 4W Wye AC, IR @ 10,000 AIC, Top Feed, Surface Mount, Bus Rating: 250A, Bus Material: Copper, Plating: Tin, NEMA 1 INDOOR, Series Rated.
- 1 - INTERIOR W/ 60A /3P-NGB MAIN BREAKER
 - 1 - (1)#8-#1/0Cu/ (1)#8-#2/0Al
 - 1 - RP1 Main Space Mounted Kit - xGB Main
 - 1 - Subfeed/Feedthru Provision
 - 1 - No Enclosure
 - 1 - Card Holder-Std Plastic Sleeve
 - 1 - No Front
 - 1 - Certification - UL
 - 1 - Std Al/Cu Gnd Connector
 - 1 - Catalog #: NGB3B060B
- 2 - BL/BQD PROVISION
- 16 - 20A /1P-BL
 - 1 - Catalog #: B120

Net Price \$28,521.99

Grand Total: Net Price \$28,521.99

Global Notes:

Price Policy: Standard quote is valid for 30 days from price approval date.

Payment: Per Siemens distributor's terms.

Shipping: Shipment of goods will be made after receipt of all the following at Company's production facility: (a) Purchase Order / Electronic PO, (b) Technical Information, and if required (c) Drawing Approval.

Freight: Freight allowed on orders over \$1000.00 provided Seller selects the Route Option: BESTRT - Best Route.

Delivery: FOB Shipping Point, unless stated otherwise.

Other: This proposal is subject to credit approval and US government regulation. It is also based on the Company's interpretation of the plans and specifications and is subject to correction for errors in such plans or specifications. This document and any other documents specifically referred to as being a part hereof constitute the entire agreement on the subject matter and it shall not be modified except in writing signed by both parties. THIS PROPOSAL IS BASED UPON SIEMENS STANDARD TERMS AND CONDITIONS OF SALE ATTACHED HERETO AND INCLUDED HEREIN. Company hereby objects to any additional or different terms set forth in Purchaser's request for proposal, specifications, purchase order, or any other document of Purchaser. Acceptance of additional or different terms must be specifically assented to in writing by Company.

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Federal Projects (This applies to Federal and Federally Funded Projects only):
Siemens represents that it is providing "commercial items" and services for sale within the definition of FAR 2.101. In keeping with its commercial market participation, Siemens is categorically exempt from any Cost & Pricing Data requirements. Siemens utilizes a commercial accounting system under International Financial Reporting Standards (IFRS); and is technically unable to comply with Federal Cost Accounting Standards & Certification and any FAR 31 requirements. Siemens Industry, Inc. is a Foreign Owned, Controlled, or Influenced ("FOCI") firm, under the definition contained in the National Industrial Security Program Operational Manual ("NISPOM") and cannot obtain a security clearance, or perform work requiring its compliance with the FAR 52.204-2 "Security Requirements." Siemens does not anticipate receiving or having any access to any USG Controlled Unclassified Information (CUI) or Covered Defense Information (CDI) in the performance of this contract. However, in the event that any CUI/CDI will be required by Siemens in the performance of this contract, contractor/customer agrees to formally notify Siemens of its intent to transmit or provide CUI/CDI prior to the transmittal of any such information. In that event, Siemens will provide a plan in order to compliantly address the requirements of FAR 52.204-21, DFARS 252.204-7008, 252.204-009 and/or 252.204-7012. Siemens shall not be held responsible for determining, or providing, its compliance with any federal requirements including, but not limited to any Buy America/Buy American requirements, unless the contractor/customer has provided the SPECIFIC federal flow-down provisions to Siemens, and received Siemens affirmation of compliance with the same prior to issuance of any Purchase Order or Contract.

SIEMENS STANDARD TERMS AND CONDITIONS OF SALE FOR PRODUCTS

Version 1.1/Restricted

Date: 07/01/2016

1. APPLICABLE TERMS. This Agreement governs the sale of equipment, components, parts, and materials provided by Siemens ("Products"). Any applicable addenda, these terms, Siemens proposal, price quote, purchase order, or acknowledgement issued by Siemens form the parties' final agreement ("Agreement"). In the event of a conflict between these documents, precedence shall apply in accordance with the order listed in the previous sentence. Siemens' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Siemens unless separately signed by Siemens. Siemens' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in this Agreement.

2. PRICING & PAYMENT. Prices and payment terms are: (i) as stated in Siemens' proposal, or if none are stated; (ii) Siemens' standard prices in effect when Siemens receives Buyer's purchase order; or if neither (i) or (ii) apply, then Siemens' standard prices in effect when the Products ship.

(a) *Payment.* Unless stated in Siemens' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.

(b) *Credit Approval.* All orders are subject to credit approval by Siemens. Siemens may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Siemens may withhold manufacturing or shipment, require cash payments, or require other satisfactory security. Siemens may recover shipped Products from the carrier pending such assurances.

(c) *Installment Shipment.* Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Siemens holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.

(d) *Taxes, Shipping, Packing, Handling.* Unless stated in writing by Siemens, Siemens' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Siemens. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising from same. Siemens' prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Buyer. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

(e) *Late Payments.* Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(f) *Disputed Invoice.* If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Siemens of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Siemens of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice, Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(g) *Suspension/Termination Right.* Siemens may suspend work if an undisputed invoice is more than thirty (30) days past due. Siemens may terminate this Agreement if an undisputed invoice is more than sixty (60) days past due. Unless prohibited by law, Siemens may also terminate this Agreement immediately in the event of a material adverse change in Buyer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition.

3. DELIVERY; TITLE; RISK OF LOSS. Products will be delivered F.O.B. Siemens point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Siemens may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Siemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Siemens fails to meet its delivery schedule.

4. DEFERMENT AND CANCELLATION. Buyer has no right to defer shipment but may cancel this Agreement on thirty (30) days written notice if Siemens has not already performed. If Buyer cancels this Agreement, it shall pay all cancellation charges including, without limitation: (i) the full price for any finished Product; (ii) for partially completed product, the portion of the price determined to be due by Siemens based on its percentage of completion of the Product; (iii) reasonable overhead and profit; and (iv) any payments due subcontractors and/or suppliers for any materials, components or products ordered which cannot be cancelled, refunded, or redirected for other beneficial use.

5. TRANSPORTATION AND STORAGE. (a) When Products are ready for shipment, Siemens will: (i) inform Buyer, and Buyer will then promptly give shipping instructions to Siemens; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Siemens will ship the Products by normal transportation means to Buyer or to a storage location selected by Siemens. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.

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(b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.

Buyer will pay all Siemens' storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Siemens. When conditions permit and upon payment to Siemens of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage.

6. FORCE MAJEURE / DELAYS. If Siemens' performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, Siemens' time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay. Siemens will notify Buyer within a reasonable time after becoming aware of any such delay.

7. BUYER'S REQUIREMENTS. Siemens' performance is contingent upon Buyer timely fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all documents and approvals needed for Siemens to perform, including but not limited to technical information and data, drawing and document approvals, and necessary commercial documentation. Siemens may request a change order for an equitable adjustment in prices and times for performance, as well as for any additional costs or any delay resulting from the failure of Buyer or Buyer's contractors, successors or assigns to meet these obligations.

8. INDEMNITY. Siemens and Buyer (each as an "Indemnitor") shall indemnify the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the Product(s) or Buyer's site is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admission(s) which might be prejudicial to the Indemnitor and shall not enter into a settlement without the express permission of the Indemnitor.

9. WARRANTIES. (a) Warranties. Siemens warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Siemens' specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Siemens has title to each Product free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties do not apply to software furnished by Siemens. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

(b) Conditions to the Warranties. The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Siemens' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Siemens, at Buyer's expense, or granting Siemens reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation.

(c) Exclusions from Warranty Coverage. The Warranties do not apply to any equipment not provided by Siemens under this Agreement.

Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Siemens does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

(d) Warranty Period. Buyer must provide written notice of any claims for breach of Warranties by the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.

(e) Remedies. Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Siemens' discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Siemens to perform its warranty obligations; (iii) transportation to and from the Siemens factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 9(b) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Siemens.

(f) Transferability. The Warranties are only transferable during the warranty period and only to the Product's initial end-user.

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(g) THE WARRANTIES IN THIS ARTICLE 9 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 10 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 10 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 10 EXTEND TO SIEMENS' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, AND SUCCESSORS AND ASSIGNS.

11. PATENT AND COPYRIGHT INFRINGEMENT. Siemens will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Product or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Product is delivered by Siemens. Buyer will promptly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Siemens shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' consent. Siemens is not responsible for any settlement made without its prior written consent. If the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and expense, either: (i) procure for Buyer the right to continue using said Product; (ii) replace it with substantially equivalent non-infringing Product; or (iii) modify the Product so it is non-infringing.

Siemens will have no duty or obligation under this Article 11 if the Product is: (i) supplied according to Buyer's design or instructions and compliance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after delivery; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under this Article 11.

THIS ARTICLE 11 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

12. CONFIDENTIALITY. (a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, manufacturing information, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the work to be performed under this Agreement in any manner that identifies the other party without advance written permission. However, Siemens has the right to share confidential information with its affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Siemens' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Siemens from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Siemens confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

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- 13. COMPLIANCE WITH LAWS.** The parties agree to comply with all applicable laws and regulations, including but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Products.
- 14. CHANGES IN WORK.** No change will be made to the scope of work unless Buyer and Siemens agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Siemens' obligations or performance under this Agreement, Siemens may request a change order for an equitable adjustment in the price and time of performance.
- 15. NON-WAIVER.** Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.
- 16. MODIFICATION OF TERMS.** This Agreement may only be modified by a written instrument signed by authorized representatives of both parties.
- 17. ASSIGNMENT.** Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to: a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.
- 18. APPLICABLE LAW AND JURISDICTION.** This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH SIEMENS AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Siemens maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.
- 19. SEVERABILITY.** If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.
- 20. EXPORT / IMPORT COMPLIANCE.** Buyer acknowledges that Siemens is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products, including any export / import license requirements. Buyer agrees that Products will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export / import laws and regulations. Siemens' continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.
- 21. PRODUCT RETURNS.** Prior to the return of any Product to Siemens, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Siemens. Siemens has the right, in its sole discretion, to permit or reject any such return. Siemens' authorization to return any Product to Siemens does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Siemens, Siemens will issue a credit memo to Buyer, less applicable re-stocking fees. Siemens reserves the right to reject any hazardous material.
- 22. NUCLEAR.** Unless expressly authorized in writing by Siemens, the Products must not be used in or in connection with a nuclear facility or application. If Buyer uses any Product in connection with any nuclear facility or activity, it does so at its own risk and Buyer will indemnify, defend and hold Siemens harmless, and waives and will require its insurers to waive all right of recovery against Siemens for any damage, loss, destruction, injury or death resulting from a "nuclear incident," as defined in the Atomic Energy Act of 1954, as amended, whether or not due to Siemens' negligence. Siemens' consent to Buyer's use of the Product in connection with any nuclear facility or application will be subject to additional terms and conditions that Siemens deems necessary to protect its interests.
- 23. SURVIVAL.** The articles titled "Patent and Copyright Infringement," "Limitation of Liability," "Confidentiality," "Delivery; Title; Risk of Loss," "Export / Import Compliance," and "Nuclear" survive termination, expiration or cancellation of this Agreement.

PURCHASER's ACCEPTANCE
The foregoing is hereby accepted.

(Name of Purchaser)

By

Title

Date

Siemens Industry, Inc.
By

Siemens Industry, Inc.
SIEMENS STANDARD TERMS AND CONDITIONS OF SALE FOR PRODUCTS
July 1, 2016 (Version 1.1/Restricted)

1. WESCO'S Terms and Conditions Control the Agreement.

A. These terms and conditions are incorporated into and made a part of the agreement or proposal ("Agreement") by WESCO Distribution, Inc. and any of its domestic subsidiaries, unincorporated divisions or affiliates ("WESCO") to sell to the named Buyer the goods referenced on the face of this document ("Goods") and services (including, without limitation, any material management, assembly and kitting services, and engineering and design services (whether performed by WESCO or a subcontractor)) referenced on the face of this document ("Services"). The Agreement expressly limits Buyer's acceptance to these terms and conditions. Buyer may reject the Agreement by not ordering or receiving any Goods or Services. The Agreement does not constitute an acceptance by WESCO of any offer or counteroffer of Buyer, and WESCO hereby rejects any additional, different, or inconsistent terms, conditions or limitations contained in or incorporated by reference in any forms, purchase orders or other documents of Buyer that already have been or hereafter may be presented to WESCO with respect to the Agreement.

B. If Buyer has submitted or will submit additional and/or different terms and conditions to WESCO, or submit a counteroffer to WESCO, WESCO's subsequent performance will not be construed as either acceptance of Buyer's additional and/or different terms and conditions or Buyer's counteroffer, nor will WESCO's subsequent performance be viewed as a willingness to accept any provision of the Uniform Commercial Code, as adopted by any State or Commonwealth, that is contrary or in addition to any of the terms and conditions hereof.

2. Prices.

A. Unless otherwise agreed to by WESCO in writing, WESCO's prices for the Goods and Services will be the prices stated on the face of this document or WESCO's standard prices for such Goods and Services as of the date hereof, provided that, where standard prices for Goods in the quantities ordered as calculated by WESCO extend beyond two decimal places, WESCO shall round such prices for Goods to the nearest two decimal places for purposes of determining Buyer's payment obligation with respect to such Goods; provided, however, that WESCO may change the price for the Goods and Services in accordance with any change to its standard pricing for such Goods and Services prior to the date of shipment of Goods or performance of Services, as the case may be.

B. The prices of any and all Goods and Services shall be confidential, and Buyer shall not disclose such prices to any unrelated third party. WESCO and Buyer acknowledge and agree that money damages for any and all breaches of Buyer's obligation not to disclose the price of any Goods or Services is both incalculable and insufficient and that any such breach would irreparably harm WESCO. Therefore, in the event of an actual or prospective breach of the obligation of Buyer not to disclose the prices of any Goods and Services, WESCO shall be entitled to a permanent and/or a preliminary injunction to prevent or remedy such breach and shall have the right to specific enforcement of this Agreement against Buyer in addition to any other remedies to which WESCO may be entitled at law or in equity.

3. Specifications. Unless WESCO has expressly agreed otherwise in writing, it is Buyer's responsibility to ensure that the Goods and Services are the ones that it has requested and that all specifications and quantities are correct. **WESCO HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES THAT GOODS AND SERVICES CONFORM TO ANY SPECIFICATIONS, DRAWINGS, DESIGNS, OR SAMPLES.**

4. Shipment of Goods; Performance of Services.

A. Shipment of all Goods shall be made F.O.B. point of shipment (Ex Works WESCO's facility per INCOTERMS 2000 for international shipments). Buyer shall bear the risk of loss and damage to Goods after delivery to the point of shipment.

B. Any shipping dates for Goods or performance dates for Services given in advance of actual shipment of Goods or performance of Services are WESCO's best estimates for informational purposes only, and deliveries of Goods and performance of Services will be made subject to prior orders on file with WESCO. Unless otherwise agreed to by WESCO in writing, WESCO may, in its sole discretion, use any commercial carriers for shipment of the Goods. WESCO will use its reasonable efforts to comply with Buyer's requests as to method and route of transportation, but WESCO reserves the right to use an alternate method or route of transportation, whether or not at a higher rate.

C. Unless otherwise agreed to by WESCO in writing, Buyer will pay all insurance costs in connection with delivery of the Goods, if any, and be responsible for filing and pursuing claims with carriers for loss of, or damage to, Goods in transit.

D. Buyer is responsible for obtaining at its sole cost and expense any and all necessary licenses and permits for the Goods and Services, including, without limitation, any licenses and permits for transportation.

E. If Buyer is unable to receive the Goods when they are tendered, Buyer will be liable to WESCO for any losses, damages, or additional expenses incurred or suffered by WESCO as a result of Buyer's inability to receive the Goods.

F. Buyer immediately will inspect all Goods upon its receipt of them and will be deemed to accept the Goods upon receipt. Any claims for shortages or discrepancies will be waived by Buyer unless made in writing to WESCO within five days of receipt of the Goods.

G. WESCO may cancel in whole or in part any order for Goods or Services under the Agreement at any time.

H. Until Buyer has fully and finally paid all amounts owed to WESCO for any Goods, Buyer shall hold such Goods in trust for WESCO, and WESCO may repossess them if Buyer fails to pay for them in a timely fashion.

5. Payment.

A. All payments for Goods and Services must be made in United States currency unless specified in writing by WESCO. Payments for Goods and Services will be made by such means as WESCO may specify, such as by check or wire transfer, provided that WESCO may refuse, in its sole discretion, payment by any means, including, without limitation, credit cards.

B. Payment for Goods and Services is due within 30 days from the date of WESCO's invoice; provided, however, that WESCO reserves the right, in its sole discretion, to require full payment in cash before order entry, shipment, or delivery.

C. WESCO shall have the right to offset any and all amounts due and owing from WESCO to Buyer under this Agreement, including, without limitation, any chargebacks or rebates, against any amounts due and owing from Buyer to WESCO under this Agreement.

D. If Buyer defaults in payment, Buyer will be liable for all collection costs incurred by WESCO including, but not limited to, attorneys' and collection agency fees, and all related disbursements.

E. If Buyer does not pay when payment is due, past due amounts are subject to service charges of one and a half percent (1 ½%) per month or the maximum percentage rate permitted by law, whichever is less.

6. Taxes. The purchase price of the Goods and Services does not include transportation taxes and sales, use, excise, import or any similar tax or other governmental charge arising pursuant to or in connection with the sale, purchase, processing, delivery, storage, use, consumption, performance or transportation of the Goods and Services. Buyer is responsible for payment of any transportation taxes, and any present or future sales, use, excise, import or any similar tax or other governmental charge applicable to the Agreement and to the sale and/or furnishing of the Goods and Services.

7. Cancellation. Buyer may cancel its order for Goods and/or Services, but only if WESCO agrees to such cancellation in writing and only after Buyer pays reasonable charges for expenses already incurred and commitments made by WESCO in connection with the placement of such order(s).

8. Disclaimer of Warranties. WESCO HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN OR ORAL, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY CONTRACT, AT LAW, IN EQUITY, BY STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY AGAINST DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY AGAINST REDHIBITORY DEFECTS, ANY WARRANTY OF GOOD TITLE, AND ANY WARRANTY AGAINST INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY PATENTS, TRADEMARKS, OR COPYRIGHTS. WESCO shall, however, if given prompt written notice by Buyer of any claim of alleged patent, trademark or copyright infringement with respect to any Goods use its reasonable efforts to secure for Buyer such indemnity rights as the manufacturer may offer with respect to such Goods.

9. Exclusive Remedy. Buyer's EXCLUSIVE remedy against WESCO for any claim for, or arising out of, any Good tendered to Buyer is the repair or replacement of the Good, or alternatively, at WESCO's sole election, a refund of the purchase price of the Good. Buyer's EXCLUSIVE remedy against WESCO arising out of any defect in, or in connection with, any Service provided hereunder is the re-performance of that Service or, at WESCO's sole election, a refund of the purchase price of the Service. These remedies only will only be available to Buyer for one year after the Good is tendered or Service is provided to Buyer, and WESCO's obligations under this Section 9 will be void unless Buyer provides WESCO with notice of the defect in the Good or Service within 30 days of discovery of the defect. Any Good returned to WESCO for repair, replacement or refund under this Section 9 will be returned by Buyer in accordance with WESCO's return material authorization procedures then in effect.

10. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT WILL: (A) WESCO BE LIABLE TO BUYER FOR ANY CIRCUMSTANTIAL, CONSEQUENTIAL, CONTINGENT, EXEMPLARY, INCIDENTAL, INDIRECT, LIQUIDATED, MATERIAL, PUNITIVE, SPECIAL, SPECULATIVE OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, SALES OR REVENUES, COST OF REPLACEMENT GOODS, LOST BUSINESS OR BUSINESS INTERRUPTIONS, OR ATTORNEYS FEES OR COURT COSTS ARISING IN ANY MANNER PURSUANT TO OR IN CONNECTION WITH THE AGREEMENT, THE GOODS OR THE SERVICES (EVEN IF WESCO IS MADE AWARE OF THE POTENTIAL FOR SUCH DAMAGES); AND (B) WESCO'S TOTAL LIABILITY RELATED TO ANY GOOD OR SERVICE EXCEED THE PURCHASE PRICE OF SUCH GOOD OR SERVICE.

11. Indemnification.

A. Upon prompt notice by Buyer of any claim of U.S. patent, copyright, or trademark infringement with respect to any Goods or Services, WESCO will use its reasonable efforts to secure for Buyer such indemnity rights as the manufacturer may customarily give with respect to such Goods. This Section 11 sets forth Buyer's sole and exclusive remedy against WESCO regarding the infringement by any Goods or Services of any third party intellectual property rights, including, without limitation, any patents or trademarks.

B. Buyer will indemnify, defend and hold harmless WESCO, its shareholders, officers, directors, employees, agents and representatives from and against all losses, damages, liabilities, costs, and expenses including, but not limited to, property damage, loss of profits or revenue, loss of use of any property, cost of capital, cost of purchased or replacement power or temporary equipment, personal or bodily injury, or death ("Losses"), that may arise pursuant to or in connection with the Agreement, the Goods, or the Services (including, without limitation, Losses arising in connection with the performance of Services on Buyer's premises by WESCO's employees, representatives, agents, or subcontractors), regardless of whether such Losses are suffered directly by Buyer or arise pursuant to or in connection with a third-party suit, claim, counterclaim, demand, judgment or other action (each a "Claim") and regardless of whether or not WESCO or any third-party is proportionately negligent with respect to such Losses and/or Claim, provided that Buyer need not indemnify WESCO for WESCO's obligation, if any, to Buyer under Section 9 above. For the avoidance of doubt and without limitation, this indemnification obligation requires Buyer to pay any judgments against WESCO or any other indemnified party resulting from any Claim, any court costs of WESCO or any other indemnified party in connection with any Claim, and any reasonable attorneys' fees and disbursements incurred by WESCO or any other indemnified party in WESCO's defense of any Claim. WESCO will have the sole and exclusive right to conduct the defense of any Claim at Buyer's sole and exclusive cost and expense. Buyer's indemnification obligation does not depend on the truth or accuracy of any allegations made against WESCO, Buyer or any third party.

12. Product Suitability. Goods sold by WESCO are designed to meet stated U.S. safety standards and regulations. Because local safety standards and regulations may vary significantly, WESCO cannot guarantee that the Goods meet all applicable requirements in each locality. Buyer assumes responsibility for compliance with such safety standards and regulations in the localities in which the Goods will be shipped, sold and used. Before purchase and use of any Goods, Buyer should review the product application, and national and local codes and regulations, and verify that the use and installation of the Goods will comply with them.

13. Ownership. WESCO shall have and retain all right, title, and interest in and to any and all trade secrets, technical data, sales service and product plans, methodologies, techniques, designs, molds, tools, samples, systems, know-how, expertise and other proprietary information that it may use pursuant to or in connection with any Services, and Buyer shall not obtain a license to, or any other property rights in, any such WESCO property pursuant to or in connection with this Agreement.

14. Export Controls; Availability; Laws.

A. Certain Goods may be subject to export controls under the laws, regulations and/or directives of the United States and various other countries. Buyer must comply with such laws and regulations and not export, re-export or transfer these Goods to any country to which such export, re-export, or transfer is forbidden or without first obtaining all required authorizations or licenses.

B. Due to government regulations and product availability, not all goods sold by WESCO may be available in every area.

C. Buyer hereby warrants and represents that it will comply with any and all Laws with respect to the purchase, use, and operation of any and all Goods and Services. For purposes hereof, "Laws" means any international, multinational, national, foreign, federal, state, municipal, local (or other political subdivision) or administrative laws, constitutions, statutes, codes, ordinances, rules, regulations, requirements, standards, policies or guidances having the force of law, treaties, judgments or orders of any kind or nature whatsoever, including, without limitation, any judgment or principle of common law.

15. Interpretation of the Agreement.

None of WESCO's or Buyer's shareholders, directors, officers, partners, managers, employees, agents or representatives have any authority to orally modify or alter in any way the terms and conditions of the Agreement. The terms, conditions, and limitations set forth in the Agreement can be modified, altered, or added to only by a subsequent written instrument signed by an authorized representative of WESCO or by language included on the face hereof. Regardless of how many times Buyer purchases, or has purchased, goods and services from WESCO by whatever means, each time Buyer accepts the Agreement, Buyer and WESCO enter into a separate agreement that will be interpreted without reference to any other agreement between Buyer and WESCO, or what Buyer may claim to be a course of dealing or course of performance that has arisen between Buyer and WESCO. No inconsistent usage of trade or industry custom, if any, prior to, contemporaneous with or subsequent to the making of the Agreement will waive, vary, serve to explain or serve to interpret any of the terms, conditions and limitations of the Agreement. The Agreement is the sole and exclusive agreement with respect to the matters discussed herein and the provision of Goods and Services hereunder, (except for any contemporaneous writing agreed to in writing by WESCO expressly modifying the terms and conditions hereof, which is hereby incorporated herein by reference and made a part hereof) and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements, representations or conditions, whether oral or written, whether express or implied, with respect to such matters. Failure by WESCO to enforce any of the terms, conditions and limitations of the Agreement will not constitute a waiver of those terms, conditions and limitations or a waiver of any other terms, conditions or limitations of the Agreement, and the failure of WESCO to exercise any right (whether provided by the Agreement, law, equity, or otherwise) arising from Buyer's default under the Agreement will not constitute a waiver of that right or any other rights.

16. Force Majeure. WESCO will not be liable for its failure to perform under the Agreement (including, without limitation, the failure to deliver any Goods or perform any Services) due to circumstances beyond its control, including, without limitation, fire, flood, earthquake, pestilence or similar catastrophe; war, act of terrorism, or strike; lack or failure of transportation facilities, shortage of suitable parts, materials or labor; any existing or future law, rule, regulation, decree, treaty, proclamation, or order of any governmental agency; inability to secure fuel, materials, supplies, equipment or power at reasonable prices or in sufficient amounts; act of God or the public enemy; or any other event or cause beyond WESCO's reasonable control, including, without limitation, any delay caused by Buyer (each, a "Force Majeure Event"). If any Force Majeure Event prevents WESCO's performance of any of its obligations under the Agreement, WESCO will have the right to (a) change, terminate or cancel the Agreement, or (b) omit during the period of the Force Majeure Event all or any portion of the quantity of the Goods deliverable during that period, whereupon the total quantity deliverable under the Agreement will be reduced by the quantity omitted. If WESCO is unable to supply the total demands for any Goods to be delivered under the Agreement due to a Force Majeure Event, WESCO will have the right to allocate its available supply among its customers in whatever manner WESCO deems to be fair and equitable. In no event will WESCO be obligated to purchase materials from other than its regular sources of supply in order to enable it to supply Goods to Buyer under the Agreement. No change, cancellation or proration by WESCO will be deemed to be a breach of any clause, provision, term, condition, or covenant of the Agreement.

17. Choice of Law; Choice of Venue. The negotiation, execution, performance, termination, interpretation and construction of the Agreement will be governed by the law of the Commonwealth of Pennsylvania, except for Pennsylvania's choice of law rules, and expressly excluding the United Nations Convention on Contracts for the International Sale of Goods. If either WESCO or Buyer brings a lawsuit or any other action arising out of the Agreement against the other party, such party must file its lawsuit or other action in a state or federal court located in Pittsburgh, Pennsylvania. WESCO and Buyer expressly submit to the exclusive jurisdiction of those courts and consent to venue in those courts, and WESCO and Buyer consent to extra-territorial service of process on WESCO and Buyer. In the event of litigation pertaining to any matter covered by the Agreement, each of WESCO and Buyer hereby agree to waive any right that it may have to a jury trial of any or all issues that may be raised in such litigation. Nothing contained in the Agreement will be construed to limit or waive any rights of WESCO under applicable United States federal, state, or local laws. Any provision of the Agreement held to be invalid, illegal or unenforceable will be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof.

18. Binding Authority. Any director, officer, employee, representative, or agent of Buyer signing or otherwise entering into this Agreement hereby represents and warrants that he or she is duly authorized to execute and enter into this Agreement on behalf of Buyer.

MASTER SUPPLY AGREEMENT

THIS MASTER SUPPLY AGREEMENT (“Agreement”) is dated November 1, 2017 (“**Effective Date**”) and is between WESCO Distribution, Inc. (“**WESCO**”) and Columbia Pulp, LLC (“**Buyer**”).

RECITALS

WHEREAS, WESCO is primarily in the business of selling electrical goods (“**Goods**”) and providing services related to the supply, maintenance and operation of such Goods (“**Services**”);

WHEREAS, Buyer purchases Goods and/or Services for use in the conduct of its business; and

WHEREAS; WESCO desires to sell to Buyer, and Buyer desires to purchase from WESCO, certain Goods and/or Services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual warranties, representations, promises and covenants contained in this Agreement and intending to be legally bound hereby, the parties agree as follows:

1. Term and Termination.

1.1 Unless otherwise terminated in accordance with this section, this Agreement shall have a term of two (2) years from the Effective Date (the “**Term**”).

1.2 During the Term, either party may terminate this Agreement upon the occurrence of any of the following events: (i) if a party is in material breach of its representations, warranties, duties or obligations under this Agreement, the other party has provided written notice of such breach to the breaching party, and the breaching party has not cured within 30 days of its receipt of such notice; (ii) for its convenience after providing 60 days prior written notice to the other party; or (iii) immediately upon the institution by or against the other party of proceedings under bankruptcy, insolvency, or any other procedures for the settlement of debts; upon the other party’s making an assignment for the benefit of its creditors; upon the appointment of a receiver for the other party or its property; or upon the other party’s voluntary or involuntary dissolution or liquidation.

1.3 In the event of termination for any reason, in addition to other rights and remedies provided for at law, Buyer shall pay WESCO for all outstanding invoices and all costs and expenses associated with orders placed by Buyer up to the date of termination.

2. Supply and Purchase of Goods and Services.

2.1 During the Term of this Agreement, WESCO shall sell to Buyer Goods or Services that Buyer may order, subject to the terms of this Agreement.

2.2 The parties acknowledge and agree that “Columbia Pulp, LLC – WESCO Distribution, Inc., Lyons Ferry Straw Pulp Plant Purchase Order Terms and Conditions,” attached hereto and incorporated herein as Annex A, shall govern and control all transactions between the parties except as otherwise provided for in this Agreement or mutually agreed upon in writing.

3. Miscellaneous.

3.1 The parties are and shall remain independent contractors. No provision of this Agreement creates or contemplates any association, partnership, joint venture, agency, or employment relationship between the parties. Neither party shall have any authority to employ any person as an employee or agent for or on behalf of the other party or to take any action binding or purporting to bind the other party.

3.2 This Agreement may not be amended, supplemented, changed or modified in any manner, orally or otherwise (including, without limitation, by prior course of dealing or course of performance between the parties, industry custom or usage of trade), except by an instrument in writing of subsequent date, signed by a duly authorized representative of each party.

3.3 This Agreement (including any and all Annexes) constitutes the entire agreement between the parties with respect to the matters specified in this Agreement and supersedes all prior and contemporaneous agreements, negotiations, inducements or representations. While this Agreement is in effect, additional or conflicting terms and conditions contained in quotations, purchase orders, order acknowledgements or other like documents that may be exchanged between the parties shall have no force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and delivered by their duly authorized officers, as of the Effective Date.

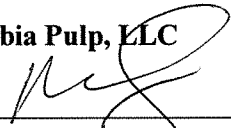
WESCO Distribution, Inc.

By: _____

Name: _____

Title: _____

Columbia Pulp, LLC

By:  _____

Name: Michelle McCarthy

Title: CFO

Annex A
Columbia Pulp, LLC - WESCO Distribution, Inc.
Lyons Ferry Straw Pulp Plant
Purchase Order Terms and Conditions

November 1, 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.

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 in the Purchase Order.
Agreement Price – shall have the meaning as set forth in the Purchase Order.
Remedy - shall mean correction of a Warranty nonconformity or defect by Seller.
Seller – shall mean the party named in the Purchase Order under ‘Sold By’..
Services – shall include start-up and commissioning requirements for the Acceptance Test which shall be billed at Seller’s published rates at the date of this contract.
Subcontractors – shall mean Seller’s suppliers and subcontractors of any tier.
Warranty – shall mean the Mechanical and Performance warranty terms as presented in the Seller’s As Sold Proposal.

Work – shall mean the Equipment and Services for which Owner is entering into this Agreement.

SECTION 2 - SCOPE OF WORK

Seller shall furnish, design, fabricate, test, as required, and deliver to the Delivery Point, the goods and services as specified in the Purchase Order and as further detailed in the Engineering Requisition, if attached, (collectively the “Work”).

SECTION 3 - DOCUMENTS AND ORDER OF PRECEDENCE

The following list of documents shall be the sole documents that comprise this Agreement and contain all of the terms, conditions and provisions of this Agreement. The documents have been listed in order of precedence in the event of a conflict. Any conflict arising in any single document shall be brought to the other Party’s attention as soon as practical. In the case of a conflict, the conflicting item(s) having the highest order of precedence shall prevail.
Any Change Order to this Agreement as per Section 12, The Purchase Order, The Engineering Requisition, if attached, These Purchase Order Terms and Conditions, Seller’s As -Sold Proposal as attached to the Purchase Order The Engineering Specification for the Work,

SECTION 4 – AGREEMENT MILESTONES AND SCHEDULE

4.1- Drawing and Data Document Schedule
Drawing and Data Document Delivery Dates shall be as outlined in the As Sold Proposal.
4.2- Equipment Delivery
Equipment Delivery Dates shall be as stated in the As Sold Proposal.
4.3- Force Majeure:
Shipment dates are based upon the Seller’s commitment at the date of the As Sold Proposal. The Seller will exercise its best efforts to ship on schedule, but shall not be liable for any damages or losses caused by any delay in delivery caused by strikes, floods, fires, accidents or any legislative, administrative or exclusive law, order, or requisition of the Federal Government or any State or Municipal Government or any subdivision, department or office thereof.

SECTION 5 - AGREEMENT PRICE

The price to be paid for the Work the Seller is to perform under this Agreement is as shown on the Purchase Order. Shipping and 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 F.O.B. point of shipment. Title and risk of loss for Equipment, whether shipped by Seller or direct shipped from the manufacturer, shall transfer to Owner at the time Equipment is delivered to a common carrier or other

delivery service. Seller will use its commercially reasonable efforts to comply with Owner’s request as to method and route of transportation, but Seller reserves the right to use any commercial carrier for shipment, or an alternate method or route of transportation.

The facility address for the Lyons Ferry Straw Pulp Plant is:

Facility Site: 1403 Highway 261
Starbuck, WA 99359

6.4 – Partial Shipments

The Seller will not accept partial shipments made by third parties to the Delivery Point except under the following conditions:

1. The shipment is accompanied by paperwork that clearly identifies the Seller and the component of the Work being shipped.
2. The item(s) being shipped are clearly identified with tags, labels or identifying marks indicating which components of the Work the item(s) are part of.
3. Clear instructions regarding how these components are to be incorporated into the Work including, as appropriate, drawings, lists, installation manuals and/or operating and maintenance manuals.
4. The notice specified in 6.3 above has been given including the origin and shipment method of delivery of the item(s).

SECTION 7 – INVOICING AND PAYMENT

7.1 Invoicing

Invoice(s) relative to this Agreement shall be identified with Owner’s identifying Purchase Order number and directed to
Columbia Pulp, LLC
164 E. Main Street
P.O. Box 183
Dayton, Washington 99328

Or as directed in the purchase order. Invoices without a Purchase Order number clearly identified will be returned without payment to the Seller.

7.2 Payment

Payment for Goods and Services is due within 30 days from the date of Supplier’s invoice. Owner shall pay invoices that are accompanied by documentation that demonstrates that the Work for which payment is requested has been completed. 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.

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.

Seller may terminate upon the occurrence of the following events: (i) if Owner is in material breach of its duties or obligations under this Agreement, and the breach has not been cured within 30 days of written notice of such breach; or (ii) immediately upon the institution by or against the Owner of proceedings under bankruptcy, insolvency, or any other procedures for the settlement of debts; upon the Owner making an assignment for the benefit of its creditors; upon the

appointment of a receiver for the Owner or its property; or upon the Owners voluntary or involuntary dissolution or liquidation.

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 Equipment shall be granted to Seller, unless within 5 business days of delivery, Seller receives notice, followed by written confirmation, that Owner does not accept the Equipment. Such notification shall include Owner’s reason for non-acceptance, including any defects or damages in the Equipment, and/or any variance in the number and type of Equipment delivered from the number and type of Equipment ordered.

Owner’s exclusive remedy with respect to any Equipment that it believes to be, and Seller reasonably determines to be, not in conformity with any applicable warranties set forth herein, shall be, at Seller’s election, the repair, replacement, or refund of the purchase price of any such non-conforming Equipment, provided that such remedies shall only be available for 1 year from the date of shipment. With respect to any shortage in the number and type of Equipment delivered in comparison with the number and type ordered, Owner’s exclusive remedy shall be Seller’s prompt shipment of the number and type of Equipment ordered or, if Equipment of the number and type ordered are not available, the refund of the purchase price, solely to the extent that Equipment of the type and number ordered by Buyer are not available. This Section sets forth Owner’s sole and exclusive remedy against Seller with respect to any defective or non-conforming Equipment or any shortages, and Owner expressly waives any and all other applicable rights and remedies with respect to non-conforming Equipment whether arising at law, in equity, or otherwise.

SECTION 11 - DISPUTE RESOLUTION

Any dispute between the parties shall be handled in the following manner:

- a. Mediation. In the event that any dispute (“Dispute”) arises between the parties related to this Agreement, the parties agree to submit the Dispute to non-binding mediation upon either party providing the other with written notice describing the Dispute in detail within 3 days after the Dispute is identified. The parties shall cooperate in selecting the mediator, and the mediation shall occur within 30 days of a party providing written notice to the other party of the Dispute. The mediation shall take place in Seattle, Washington.
- b. Arbitration. If mediation does not take place and resolve the Dispute within 30 days after the notice of the Dispute is given, such Dispute shall be submitted to final and binding arbitration pursuant to the Washington version of the Uniform Arbitration Act (RCW 7.04A). The arbitration shall be conducted pursuant to the American Arbitration Associations Construction Industry Arbitration Rules, and it shall take place in Seattle, Washington. The arbitrator does

not have to be an American Arbitration Association 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 warrants that, upon delivery to the point of shipment, it will convey to Owner good title to any Equipment free and clear of any liens or encumbrances. Seller shall use its best reasonable efforts to obtain from its vendors or manufacturers, for the benefit of both Seller and Owner, such warranties as are normally offered for such Equipment. Seller will assist Owner in the process of filing and pursuing any warranty claims with the third party vendor or manufacturer. Seller warrants that any services will be performed in a competent manner and in accordance with industry standards. EXCEPT FOR THE FOREGOING, SELLER HEREBY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP.

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 signature by authorized representatives of both Parties.

SECTION 20 – Limitation of Liability

Notwithstanding anything else contained herein to the contrary, in no event shall (i) either Party be liable to the other for any indirect, special, punitive, exemplary, speculative, consequential, contingent, liquidated, incidental or other similar damages, including without limitation, damages for lost revenues, lost profits, lost business or business interruptions arising in any manner pursuant to or in connection with this Agreement, the Equipment or Services; and (ii) Seller's maximum liability, whether such liability is claimed as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, pursuant to or in connection with any and all claims arising under this Agreement, exceed the purchase price of the Equipment or Service giving rise to the claim.



September 22, 2017

WESCO Distribution
E 2025 Trent Avenue
Spokane, WA 99202

COLUMBIA PULP
164 East main
Dayton, WA. 99328

Attn: Larry Tantalo

Re: Starbucks Facility Terms/Conditions

Larry,

In regards to the above mentioned topics for the upcoming Starbucks project, as well as future sites please refer the following thoughts:

- Prices established today for Columbia Pulp will not change during the construction of the first project.
- Product with established part numbers will have a discount against published list, that discount will stay consistent with annual increases on November 1st annually.
- Products without part numbers (MV/LV/MCC) will have a maximum increase per year of 4%, this is barring any unforeseen change in commodities. This change would be discussed and agreed to in advance of any order.
- Standard designs for any product can be established to reduce lead times and the approval process for subsequent mills.
- Services rates for labor will be negotiated on an annual basis with a maximum rate per hour. Discounting for embedded service, or blocks of hours will be offered per project.
- The same engineering and design capabilities that have been demonstrated to date would be offered for other items such as lighting, cable tray, etc. Firm pricing for items supplied for the first project can be extended, with the exception of commodities.
- Upon selection of agreed upon manufacturers, maximum annual increases can also be obtained.
- The attached WESCO terms and conditions are standard. It would be our intent to negotiate mutually acceptable terms and conditions with Columbia Pulp that would be utilized for this and any subsequent projects.

WESCO appreciates this opportunity to provide the services discussed thus far and any additional that would assist in making this project the success that it is going to be. If you have any questions or concerns feel free to contact me here at the office or on my cell @ 208-512-4276.

Best Regards

Tony Rinaldi
Account Representative
Office 509-456-7501, Ext. 16



State of Washington
High Unemployment County Sales and Use Tax Deferral Certificate
 Chapter 82.60 RCW

For Use by Certificate Holder Only

1. Certificate Holder
 COLUMBIA PULP LLC

2. Certificate Number
 3014-14-009

3. Registration Number
 603-145-786

4. Effective Date
 09/04/2014

5. Original Expiration Date
 10/31/2015

6. Extended Expiration Date	7. Date Extension Request Approved by Department of Revenue
-----------------------------	---

11/30/2017	05/28/2015
12/31/2018	10/24/2017

DOR APPROVED

8. Original Project Cost to be Deferred
 \$10,530,000

9. New Total Project Costs to be Deferred	10. Increased Project Costs Approved by Department of Revenue
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\$58,500,000	04/16/2015
\$73,125,000	05/28/2015

DOR APPROVED

This certificate is only valid until latest approved expiration date.

The Department of Revenue hereby grants a sales and use tax deferral for the investment project located at **1403 HIGHWAY 261, STARBUCK** as stated in the application. This certificate is valid for qualifying acquisitions made from 09/04/2014 through the latest approved expiration date.

This authorization extends only to state and local retail sales tax and use tax due by the CERTIFICATE HOLDER for qualified buildings.

- **Qualified Buildings** includes in addition to structures, materials, labor, and services utilized in the course of construction on the above-described project (including the labor and services rendered in the planning, installation, and construction of the project).

The High Unemployment County Deferral program is not a comprehensive sales and use tax exemption. The deferral does not relieve the applicant of their obligation to pay tax on the purchase or rental of tools, equipment, and supplies that are not incorporated into the final project.

The deferral does not extend to prime construction contractors or their subcontractors. The prime construction contractor and all subcontractors are consumers of all items that are not incorporated into the final project. The contractor and subcontractors are consumers of tools, equipment and supplies used in performing the construction service. As a consumer, the contractor and subcontractors must pay retail sales tax or use tax on such items, even though typically the ultimate cost of the tax is passed on to the person making the investment.

The certificate holder may request an extended expiration date by completing section 6 or an increased project cost by completing section 9 on this certificate. Then return a copy of the certificate with an explanation for the request, to Audit Division Refund and Tax Deferral Unit, Department of Revenue, PO Box 4747, Olympia, WA 98504-7474 or Fax the request to 360-704-5648. You may also email your request to DORDeferrals@dor.wa.gov.

Authorizing Signature

Debi Brower
 Excise Tax Examiner

NOTICE TO VENDORS: Sales made under this certificate should be reported under the Retailing and Retail Sales Tax classification on the Combined Excise Tax Return. Identify the retail sales tax deduction on the deduction detail page of the tax return as "Tax Deferred Sale Made Under Tax Deferral Certificate No. 3014-14-009." Please keep a copy of this certificate for your records.

Questions? Call (360) 534-1503, press 6

PURCHASE ORDER

Columbia Pulp
110 East Main Street
Wesley, VA 22693
Phone: 541-583-4555

F.O. NO. 01-0066
DATE: 06/14/2018

WESCO Distribution, Inc.
2000 E. Main Street
Wesley, VA 22693
Sales Office
Phone: 541-583-4555

WESCO Regional
Columbia Pulp
1101 Highway 201
Wesley, VA 22693
Phone: 541-583-8151

SHIPPING METHOD		SHIPPING TERMS	DELIVERY DATE		
Track			BY		
QTY	ITEM #	DESCRIPTION	JOB	UNIT PRICE	LINE TOTAL
1	1	10 1/4 1/2" 100% Virgin Softwood Sulfur-Free, Based On 100% Softwood, 2000 Pounds/Case		\$38,100.00	\$38,100.00
1	1	10 1/4 1/2" 100% Virgin Softwood Sulfur-Free, Based On 100% Softwood, 2000 Pounds/Case		\$38,100.00	\$38,100.00

ATTENTION:
 • Customer's attention is directed to:
 • All deliveries are to be coordinated through South Regional, Wesco (541-583-8151) and
 • Customers must provide proper phone, fax and email address.
 • All deliveries will be accepted without the prior consent to delivery time and date.
 • All rights reserved.

Terms of Payment:
 Invoice due 30 days after order acceptance and confirmation of ship date.
 Payment within 10 days of invoice date.





Columbia Pulp PO170060 - Wesco - MCC-120

Adobe Sign Document History

06/14/2018

Created:	06/14/2018
By:	Larry Tantalo (larry.tantalo@columbiapulp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_bXVTIfq_8TOdRGgaO9f53RDQvN_tf63

"Columbia Pulp PO170060 - Wesco - MCC-120" History

-  Document uploaded by Larry Tantalo (larry.tantalo@columbiapulp.com) from Acrobat
 06/14/2018 - 7:12:47 AM PDT- IP address: 64.185.110.66
-  Document emailed to John Begley (john.begley@columbiapulp.com) for signature
 06/14/2018 - 7:13:04 AM PDT
-  Document viewed by John Begley (john.begley@columbiapulp.com)
 06/14/2018 - 7:47:24 AM PDT- IP address: 64.185.110.66
-  Document e-signed by John Begley (john.begley@columbiapulp.com)
 Signature Date: 06/14/2018 - 7:47:50 AM PDT - Time Source: server- IP address: 64.185.110.66