



PURCHASE ORDER

170034 - 1

THIS ORDER NO. MUST APPEAR ON YOUR INVOICE, BILL OF LADING, SHIPPING MEMO AND PACKING LISTS, IF PROMPT PAYMENT IS TO BE EXPECTED.

CORPORATE OFFICES 1800 NORTHWESTERN DR. EL PASO, TEXAS 79912 (915) 877-4079

Vendor

CHEP USA
15226 COLLECTIONS CENTER DR
CHICAGO, IL 60693

Deliver To

MOUNT FRANKLIN FOODS
Distribution Center Railroad
9820 Railroad Drive
El Paso, TX 79924

NOTE:

PPD

PICK UP LOCATION

DATE 12/11/2020
DATE REQUIRED 12/22/2020
UPDATED ARRIVAL DATE 12/28/2020
☐ PICK-UP ☐ DELIVERY
DELIVERY LOCATION
☐ 9820 RAILROAD DR, EL PASO, TX
☐ 1800 NORTHWESTERN, EL PASO, TX
☐ 2720 SOUTHGATE DR, SUMTER, SC.
Terms of Payment: UPON RECEIPT (A/P)or(A/R)

Bill to

Mount Franklin Foods, LLC.
1800 Northwestern Drive
El Paso, Texas 79912

Ship From

DRIVER NAME: _____

TRIP NUMBER: _____

TRAILER NUMBER: _____

VENDOR NO.	200111	SHIP VIA	Prepaid	F.O.B.	
QUANTITY	ITEM NO.	DESCRIPTION	U/M	UNIT PRICE	AMOUNT

540 S7PLT008A CHEP PALLET 40x48 HEAT TREATED EA 9.0000 4,860.00

NOTE:

Date Required 12/22/2020

540 S7PLT008A CHEP PALLET 40x48 HEAT TREATED EA 9.0000 4,860.00

NOTE:

Date Required 12/22/2020

SUBTOTAL: 9,720.00

TAX 0.00

TOTAL COST: 9,720.00

AVAILABLE: _____ ARRIVAL: 12/22/2020

BUYER 16470 Francisco Aviles Reyes

General Purchase Order Terms and Conditions

In the terms and conditions below, Mount Franklin Foods, LLC. shall be referred to as "MFF," the company supplying goods and/or services under this purchase order (the "Purchase Order") shall be referred to as the "Seller," and the goods and/or services described in and provided pursuant to this Purchase Order are referred to as "Goods" or "Services," as the case may be.

1. Shipment Quantity Quantities of items shipped must be equal to, the Purchase Order quantity for each line item. Shipments in excess (to maximum of 5% over) of the Purchase Order quantity may be accepted by MFF, at its sole discretion, on the same terms and conditions. Short shipments, or shipments exceeding 5% of the Purchase Order quantity may be rejected by Buyer at incoming, or the excess may be returned to Seller at the MFF Purchasing Agent's discretion. Freight charges for any returned overage of articles are at the Seller's expense.

2. ACKNOWLEDGEMENT AND ACCEPTANCE Acceptance of this Purchase Order by Seller constitutes acceptance of all of the terms and conditions stated herein. To the extent that any project description document, attached hereto, if any ("Project Description"), quotation, order acceptance, confirmation, invoice or other document of Seller contains conflicting, differing or additional terms from the terms and conditions herein, the terms and conditions herein will control and all such conflicting, differing or additional terms are rejected by MFF, are considered a material alteration hereof, and shall have no effect unless expressly agreed to in writing by MFF. Seller's signed acknowledgement of the Purchase Order, or Seller's shipment of Goods, performance of Services, or acceptance of payment for Goods or Services shall conclusively affirm Seller's agreement to these terms and conditions

3. FOB; DAMAGE DURING DELIVERY If Delivery of Goods under this Purchase Order is the responsibility of the seller, the risk of loss or damage shall remain with Seller until actual delivery to MFF. Seller shall be responsible for damages sustained during delivery. Any resulting claims against carriers shall be the responsibility of Seller. Replacement of any damaged Goods shall be the sole responsibility of Seller

4. PAYMENT TERMS Unless otherwise indicated in this Purchase Order, MFF shall render payment within thirty (30) days of the date of delivery and acceptance of Goods or provision of Services, or from the date of a conforming invoice, whichever is later. All invoices for payment shall be in U.S. Dollars and shall include the Purchase Order number, and a summary of the total Purchase Order value, total value of Goods provided or Services performed to date of the invoice, total value of invoicing to date and value of the current invoice. Invoices for payment not including such information may be returned to Seller without payment

5. PACKAGING All packages, cases, crates, etc., are to be marked with Seller's name and the applicable MFF Purchase Order number. A packing list must accompany each shipment of Goods. MFF shall not be responsible or liable for any packaging charges, unless otherwise agreed to herein by us.

6. DELIVERY The delivery and performance requirements, manner of delivery and specified dates of this Purchase Order shall be strictly adhered to and shall not be modified without the prior written acceptance of MFF. Time is of the essence. In the event of failure to deliver or perform by the dates specified in this Purchase Order, MFF reserves the right to cancel such Purchase Order in total or any unexecuted part of such Purchase Order. Goods not shipped in time to meet the delivery requirements and dates under a Purchase Order, at MFF option, shall be delivered at the fastest means available, at the sole expense of Seller. Notwithstanding anything to the contrary herein, no delivery shall be made without at least twenty-four (24) hours advance notice being given by Seller to MFF.

7. DELAY IN SUPPLY In the event of failure by Seller to deliver any Goods or perform any Services contained in this Purchase Order, other than as a result of acts of God, force majeure, civil commotions, fire, war, perils of the sea, delay in transit, or a written request from MFF, we shall have the right to cancel all or any remaining part of this Purchase Order, without payment of compensation, and obtain delivery or performance from other sources. Any and all increased costs and expenses thereby incurred by MFF in obtaining such delivery or performance shall be set off against any moneys due or to become due to Seller or shall be recoverable as damages hereunder.



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8. INDEMNITY Seller shall protect, indemnify and hold harmless MFF, its successors, assigns, affiliates, employees, agents, customers and users of its products and services (collectively, the "Affiliates"), of and from any claim, loss, damage (whether for personal injury, property damage, or direct or consequential damage or economic loss), deficiency, action, demand, judgment, cost or expense (including, without limitation, reasonable attorneys' fees) arising out of or resulting from the Goods sold or Services rendered hereunder, or from any act or omission of Seller, its agents, employees or subcontractors, or which otherwise arises as a result of (i) Seller's performance of its obligations hereunder or (ii) any violation or infringement by Goods or Services provided hereunder of any patent, copyright, trademark, trade dress, and trade secret, or any other contractual right, proprietary right or intellectual property right, of any third party (collectively, any "Claim"). If any Claim should be asserted or action commenced against MFF for which MFF is entitled to indemnification hereunder, Seller (a) shall, upon MFF demand, promptly undertake the defense of any Claim, employing counsel reasonably satisfactory to MFF or (b) agrees that Mount Franklin Foods, at our sole discretion, may elect to defend any Claim on its own behalf. In either case, Seller will, upon demand, pay all reasonable attorneys' fees and other costs or expenses incurred by MFF in connection with such defense, any judgment or award resulting from any such claim or action and any settlement paid by MFF with Seller's consent, which shall not be withheld unreasonably. This indemnification shall survive delivery of the Goods to or performance of the Services for MFF, as the case may be, and any subsequent sale or other transfer of the Goods or Services to a third party. MFF's remedies hereunder are cumulative and in addition to those provided by law or any other contract.

9. QUALITY REQUIREMENTS FOR GOODS Seller shall provide and maintain an inspection system, including tests and test reports, acceptable to MFF in its reasonable discretion covering the inspection of Goods provided under this Purchase Order, and Seller shall tender to MFF for acceptance only such Goods that have been inspected in accordance with such inspection system and that have been determined by Seller to conform to the Purchase Order requirements. However, all Goods provided under this Purchase Order are subject to final inspection and acceptance within a reasonable time after actual delivery and MFF shall have the right to reject any defective or nonconforming Goods despite any prior inspection by Seller. Payment for any Goods shall not be deemed an acceptance thereof.

10. RETURN OF DEFECTIVE GOODS All Goods supplied under this Purchase Order that do not meet with the approval of MFF, that are shipped contrary to Purchase Order instructions, or that are in excess of the quantity or quantities ordered under this Purchase Order, will be returned to Seller or held pending a mutual agreement between MFF and Seller regarding their disposition, subject to Seller's risk of loss and sole expense.

11. CHEMICALS & HAZARDOUS SUBSTANCES All Material Safety Data Sheets required by applicable law (MSDS) (each, a "Data Sheet"), shall accompany all Goods (including, without limitation, any chemicals or hazardous substances) provided under this Purchase Order. In addition, Seller shall provide a copy of each such Data Sheet to MFF Material Services Department. Seller shall maintain a catalog of any and all applicable Data Sheets that are provided in connection with Seller's performance of work under this Purchase Order at a MFF site.

12. BANKRUPTCY In the event of any proceedings, voluntary or involuntary, in bankruptcy by or against Seller, the inability of Seller to meet its debts as they become due, or in the event of the appointment, with or without Seller's consent, of an assignee for the benefit of creditors or of a receiver, then MFF shall be entitled, at its sole option, to cancel any unfilled part of this Purchase Order without any liability whatsoever.

13. TERMINATION This Purchase Order or any portion hereof, may be terminated by MFF at any time with or without cause. As used herein, the term "cause" shall include, but not be limited to, (a) a breach by Seller of any of the terms hereof, including any warranty made in connection with the purchase ordered hereunder or (b) any allegation that any of the Goods or Services furnished hereunder infringes any patent, trademark, copyright or other proprietary right of any third party, or violates any statute, ordinance or administrative order, rule or regulation. If MFF terminates without cause, MFF will compensate Seller for the actual and reasonable expenses incurred by Seller for work in process requested by MFF up to and including the date of termination, provided such expenses do not exceed the agreed upon prices in this Purchase Order.

14. CONFIDENTIALITY Seller will neither use any Confidential Information (as defined below) for any purpose other than in performing its duties hereunder nor disclose the existence of this Purchase Order or any information contained herein without the express written consent of MFF. "Confidential Information" includes, but is not limited to, all designs, articles and other proprietary information developed by Mount Franklin Foods, supplied to MFF or made according to MFF direction.

15. LIMITATION OF LIABILITY To the extent permitted by law, in no event will MFF (including any subsidiaries of MFF or other related entities) be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages relating to this Purchase Order.

16. SEASONAL ITEMS MFF will not accept a seasonal item shipment quantity of over 5 %, or a quantity less than 100% of what is stated in the purchase order. If the supplier ships over the 5% of the total purchase order requested quantity, all quantities over the allotted 5% shall be returned to the supplier at the supplier's expense. If the total quantity shipped is less than the total purchase order requested quantity, the supplier will be responsible for any extra costs associated with this shortage, including any expedited transportation costs. All these shipment must be accompanied by the seasonal purchase order and all pallets must be identified with seasonal labels.