



Purchase Order

PO Number **4060061**

Page Number **Page 1 of 2**

MAIL INVOICE TO:

Attn: Accounts Payable

Nucor-Yamato Steel

PO Box 1228

Blytheville, AR 72316

Send AP Inquiries & Invoices To:
NYS-AccountsPayable@nucor.com

Send Purchasing Inquiries To:
NYS-Purchasing@nucor.com

THE ABOVE PO AND/OR WORK ORDER NUMBER MUST APPEAR ON ALL
PAPERS AND PACKAGES RELATIVE TO THIS ORDER.

Vendor Number : 15896

To: HI SPEED INDUSTRIAL SERVICE
7030 RYBURN DR
MILLINGTON, TN 38053
901-873-5300

Ship To: Nucor-Yamato Steel Company
5929 East State Highway 18
Blytheville, AR 72315

PO Date		Delivery Terms	Carrier	Freight	Terms	Buyer		Buyer's Email	
23-JUL-2019				Due	NET 30	T CHURCHWELL		tammy.churchwell@nucor-yamato.com	
Line	Tax	Delivery Date	Nucor Part Code	Description		Qty REQ.	UOM	Unit Cost	Extended Cost
1		25-JUL-2019		W/O19012423; 34-28-002; REPAIR HOIST MAGNETORQUE BRAKE, SHAFT, MACHINE ENDBELL, DYN BAL. ROTOR, SEALED BRGS. L-TEST. REF. JOB 140157		1.00	Each	\$3,451.00	\$3,451.00
Requestor: OSAGIE, SUNNY JERRY									

THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN.

PURCHASE ORDER NOTES

***PREFERRED QUALITY SYSTEM STANDARD TO BE APPLIED: ANSI/ASQ ISO9001 LATEST VERSION. PREFERRED QUALITY SYSTEM TO BE APPLICABLE TO ORDERS FOR MEASURING INSTRUMENTS: ISO/IEC17025, LATEST VERSION. A CERTIFICATE OF CALIBRATION DOCUMENTATION DEMONSTRATING FULL TRACEABILITY IS REQUIRED FOLLOWING EVERY CALIBRATION.


***A SAFETY DATA SHEET, IF APPLICABLE IS REQUIRED WITH EACH SHIPMENT.

***SARA TITLE III: SECTION 302 EXTREMELY HAZARDOUS SUBSTANCES, SECTION 311/312 HAZARDOUS CATEGORIES, SECTION 313 TOXIC CHEMICALS. THOSE VENDOR PRODUCTS WHICH CONTAIN ANY OF THE ABOVE MENTIONED SARA SECTIONS MUST MAIL OR FAX THE APPROPRIATE SDS SHEET DIRECTLY TO THE SDS COORDINATOR. PLEASE USE FAX NUMBER (870) 763-2019.

***IF THIS IS AN LTL SHIPMENT, PLEASE USE THE FOLLOWING PROCESS:

Email information to ltl.freight@nucor.com with Nucor-Yamato PO#, address of pick-up location and information regarding freight, and they will handle the LTL shipments for us. Please state "LTL Freight Shipment with Nucor-Yamato Steel" in subject line. Contact phone number: 866-459-5010; Cari is your primary contact for LTL shipments and they will invoice us directly for the freight.

Sub-Total	\$3,451.00
Tax	\$0.00
Purchase Order Total	\$3,451.00

By: 
Len Williams
Purchasing Agent



PURCHASE ORDER TERMS AND CONDITIONS:

1. **ENTIRE AGREEMENT.** This Order, together with the applicable purchase or supply agreement executed in writing by both parties, if any (collectively, the "Purchase Agreement"), constitutes the entire agreement between Nucor Corporation or its affiliate/subsidiary named in the Order (hereafter called "Nucor") and Seller. If Seller issues its own form of acknowledgment to this Order, such act shall constitute Seller's unqualified acceptance of this Order, and any different or additional terms and conditions contained in such acknowledgment are hereby objected to by Nucor and shall not in any way be incorporated into the agreement between the parties, unless specifically agreed to in writing by Nucor. Seller's commencement of performance hereunder with the consent of Nucor shall in all cases constitute Seller's unqualified acceptance of the Terms and Conditions herein.

2. **DELIVERY.** Unless otherwise specified on the face hereof, delivery of goods shall be DDP (Incoterms 2010) Nucor plant. Title and risk of loss shall pass upon such delivery. Seller agrees to deliver goods in the quantities, within the time, and in accordance with the specifications (and approved sample, if furnished) specified on the face hereof. Time is of the essence with respect to delivery of goods and/or completion of services. Any failure in this regard shall entitle Nucor, in addition to any other rights or remedies, to cancel the Order and be relieved of all liability to Seller. Nucor reserves the right to reject any delivery made in advance of schedule unless Seller obtains prior written permission. Nucor's acceptance of any goods before or after the specified delivery date or otherwise shall not constitute a waiver of Nucor's right to cancel as to future deliveries. Seller may not make any allocations related to this Purchase Agreement without the consent of Nucor.

3. **PRICE.** Substitutions or changes in price shown hereon must have Nucor's approval before delivery and/or performance. If this Order is unpriced, it the price shall be the lower of the last quotation price or current market price. This Order shall not be subject to any surcharges, extras or other additional charges not specifically stated on the face hereof. Any cash-discount period will begin with the later of receipt/completion or invoice date.

4. **WARRANTY.** Seller warrants that all goods and/or services will conform to the specifications identified on the face of the Order (and approved sample, if furnished); be of the quality, quantity, dimensions and description as specified in this Order; be fit for the particular purpose of Nucor; and be free from defects in material, design and workmanship, including latent defects. The foregoing warranties shall survive inspection, delivery and payment and shall not be deemed to be exclusive. In addition to any other rights or remedies, in the event Seller provides Nucor with non-conforming goods or services Seller shall, at Nucor's option, repair or replace such non-conformity, or credit or refund Nucor's account in amount equal to amount paid therefor or Nucor may retain the same and make an equitable adjustment of price. Further, Seller shall reimburse Nucor for all losses, costs and damages incurred by Nucor as a result of or pursuant to Seller's provision of such nonconforming goods and/or services, including any incidental and consequential damages incurred by Nucor relating thereto (including reasonable attorneys' fees).

5. **INSPECTION AND TESTS.** Inspection and testing of goods and/or services may be made by Nucor at any time or place directed by Nucor. No inspection or approval by Nucor shall relieve Seller from responsibility for errors, omissions or non-conformities in goods and/or services provided hereunder.

6. **INTELLECTUAL PROPERTY.** Seller warrants that the goods and/or services furnished to Nucor under this Order and Nucor's use thereof shall be free of and not constitute infringement or misappropriation of any U.S. or foreign patent, copyright, trademark, trade secret or other proprietary right. Seller shall indemnify, defend and hold Nucor harmless, at Seller's expense, from and against any claim, suit or proceeding brought against Nucor, its successors, assigns, customers or users based upon any allegation that the goods and/or services provided by Seller or Nucor's use of them constitute infringement or misappropriation of any U.S. or foreign patent, copyright, trademark, trade secret or other proprietary right. Seller, after obtaining Nucor's prior written approval to any applicable terms, may settle any such claim, suit or proceeding, provided that any such settlement may not impose any obligation or hardship on Nucor. Seller shall pay all damages, costs and expenses incurred by Nucor, its successors, assigns, customers or users as a result of such claim, suit or proceeding or in connection with the defense of any claim of infringement or misappropriation, including Nucor's attorneys' fees.

7. **CHANGES.** Nucor may make subsequent written changes in the drawings, designs, specifications and/or date for delivery of goods and/or completion of services. With Nucor's prior written consent, if any such changes (1) materially change the cost of furnishing the goods or services, the price stated on the Purchase Agreement shall be adjusted by the amount of such increase or decrease, or (2) increase or decrease the time required for performance hereunder, the time for delivery and/or completion of the services stated in the Purchase Agreement shall be adjusted accordingly.

8. **DESIGN, TOOLS, ETC.** Any design, pattern, tool, die, jig, fixture, drawing, or test equipment furnished to Seller by Nucor in connection with the Purchase Agreement shall remain Nucor's property, to be returned to Nucor upon request, and shall not be used in the manufacture of any goods or the performance of any services for third parties. Seller shall not copy or duplicate such items, and Seller agrees to treat such items as proprietary information of Nucor and shall not in any manner distribute or publish any information regarding the same without the prior written approval of Nucor. Seller acknowledges that it shall not have, nor will it assert, any mechanic's lien upon any such items, and Seller shall neither permit nor suffer any mechanic's lien being placed on any such item. Whenever Seller shall have in its possession any property belonging to Nucor, Seller shall be deemed an insurer of all such property.

9. **PACKING.** Seller shall be responsible for safe and adequate packing of any goods. No charge will be made by Seller for packing, boxing or cartage unless fully and separately itemized on the face hereof. Any damage to any goods not packed to insure proper protection shall be charged to Seller.

10. **COMPLIANCE WITH LAWS.** Seller represents and warrants that the goods and/or services have been or will be manufactured and sold, or otherwise performed and completed, in strict compliance with all applicable federal, state and local laws, regulations and orders; and Seller covenants to indemnify, save and hold Nucor harmless of and from all costs, damages and expenses (including attorneys' fees) sustained by Nucor, directly or indirectly, as a result of any breach or inaccuracy of such representation and warranty. Nucor will not accept delivery of any hazardous material without prior review of a Material Safety Data Sheet ("MSDS") specifying all ingredients. Seller will be responsible for all demurrage and shipping cost incurred due to Seller's failure to provide complying MSDS. All MSDSs must be forwarded to Nucor's Purchasing Department prior to shipment with reference to Purchase Order Number. All MSDSs must indicate ingredient(s) listed on any of the following lists: Hazardous Air Pollutants in the Clean Air Act Section 112(b)(1), Ozone Depleting Chemicals in 40 CFR 82, or SARA Section 313 Chemicals in 40 CFR 302. Materials containing an ozone-depleting chemical will not be accepted without specific prior approval by the Director of Purchasing. Upon acceptance of this Order, Seller certifies that the goods purchased are produced, and any services provided are performed, in compliance with and will conform to all applicable current requirements of OSHA, EPA, FLSA, and any other applicable law or regulation. As applicable, the provisions of the Equal Opportunity Clauses pursuant to Section 202 of Executive Order 11246, as amended; 41 CFR Section 60-1.40; and 29 C.F.R. Part 471, Appendix A to Subpart A, are herein incorporated by reference. Further, any Seller who (a) is not otherwise exempt as provided by 41 CFR 60-1.5, (b) has 50 or more employees and (c) has a contract, subcontract or purchase order amounting to \$50,000 that is necessary to the completion of a covered federal contract or subcontract are hereby notified of their obligations to file EEO Standard Form 100 and to prepare an affirmative action plan(s) as required under the regulations set forth above. **Seller and its subcontractors, if any, shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities. Seller agrees to require its employees to comply with all safety and health regulations and company safety practices applicable to their conduct.**

11. **DEFAULT, INSOLVENCY, ETC.** If Seller shall default in any respect or become insolvent or if a petition in bankruptcy or insolvency is filed by or against Seller under State or Federal law, Nucor reserves the right to terminate and cancel the Purchase Agreement or any portion of this Order that is incomplete at the time of the aforementioned act or acts.

12. **GOVERNING LAW AND JURISDICTION.** This agreement shall be governed by and construed in accordance with the laws of the State of Arkansas (the "State") without giving effect to any choice-of-law or conflict-of-law rules of any jurisdiction. Seller, for itself and its successors and assigns, hereby expressly and irrevocably consents to the exclusive jurisdiction of the state and federal courts of the State for any litigation relating to any matter which is the subject of this agreement. Seller waives objections based on *forum non conveniens* or venue of any such action.

13. **MISCELLANEOUS.** A waiver by Nucor of any breach by Seller of any provision shall not be construed as a waiver of any other breach of such provision or of any other provision of the Purchase Agreement. Nucor may at any time insist upon strict observance of any or all conditions as stated herein, notwithstanding any previous custom, practice, or course of dealing to the contrary. Seller shall not assign or sublet the work to be done hereunder without the prior written consent of Nucor. Nucor may at any time set off any amounts due from Seller to Nucor against any amounts which may be due or owing from Nucor to Seller under this Purchase Agreement. Seller shall comply with Nucor's Supplier Code of Conduct which can be found at www.nucor.com.