

R43500

Purchase Order Print

01/02/01

BATESVILLE CASKET
CONSOLIDATED

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Shipped From FRANKLIN CHEMICAL IND.
2020 BRUCK STREET
COLUMBUS OH 43207

Ship To MFG NASHUA PLANT
55 PALM STREET
NASHUA NH 03060

Order Number 480 000 OB

Branch/Plant 2100

Fax Number 614 445-1366

Supplier Number 107530

E-Mail

Send Method 1

614 -445-1366

Ordered 01/02/01 Freight SPT Shipping Point

Requested 01/02/01 Order Taken By Currency Code USD

Base Currency USD

Delivery See Shipping Rules

ATTACHMENT: THIS IS A BLANKET ORDER COVERING OUR ESTIMATED USAGE OF THESE ADHESIVE ITEMS THRU 01/31/02. THIS ORDER SUPERSEDES OUR EXISTING ORDER NUMBER 50267 WHICH SHOULD BE CONSIDERED COMPLETE. THIS NEW ORDER CAN BE CANCELLED BY BCC BY ISSUING 30 DAYS NOTICE. DELIVERIES ARE TO BE MADE ONLY AS RELEASED. ITEMS 1,3,5,6 AND 7 LIST PRODUCTS AND VOLUMES FOR OUR NASHUA, NH PLANT. ITEMS 2 AND 4 ARE FOR OUR BATESVILLE, MS PLANT. ITEMS 8 AND 9 ARE FOR OUR VICKSBURG, MS PLANT. CONSIGNMENT OF THE BULK ADHESIVE USED AT OUR VICKSBURG PLANT IS COVERED IN AN AGREEMENT SIGNED UNDER SEPERATE COVER.

Original

Line	Rev	Description / Supplier Item	Ordered	UOM	Unit Price	PU UM	Extended Price	Request Date	Order No	Ty
1.000	0	GLUE-#50 BRWN ASSY-FRANKLN	1200.0000	GA	7.8115	GA	9,373.80	01/02/01		

BATESVILLE CASKET
CONSOLIDATED

Line	Rev	Description / Supplier Item	Ordered	UOM	Unit Price	PU UM	Extended Price	Request Date	Order No	Ty	OB
105384		(FRANKLIN)							480	000	
3.000	0	GLUE-MULTIBOND F (FRANKLIN)	2500.0000	GA	6.7975	GA	16,993.75	01/02/01			
105391											
5.000	0	CATALYST A-FRANKLIN GLUE	100.0000	QT	1.8500	QT	185.00	01/02/01			
100262											
6.000	0	GLUE-ONE PART 2005 IN GA	5280.0000	GA	6.5330	GA	34,494.24	01/02/01			
105392											
7.000	0	GLUE-CLEAR ASSEMBLY	220.0000	GA	7.8114	GA	1,718.51	01/02/01			
105386											

Total Order 62,765.30

Sales Tax Total Order

Term ERS NET 15 AVG PAY ON DAY 15 Tax Rate *NA* .00 62,765.30

Purchasing Agent: 158890 SOURCING MGR -M. KERKER



PURCHASE ORDER

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BATESVILLE MANUFACTURING INC
ONE BATESVILLE BLVD
BATESVILLE, IN 47006
ATTN: ACCOUNTS PAYABLE

VENDOR NO.	DATE	ORDER NO.
107530	01/02/01	480 - OB

***** ATTENTION *** ATTENTION *** ATTENTION *****

PURCHASE ORDER NUMBER, AND BATESVILLE ITEM NUMBER MUST APPEAR ON PACKING LIST AND INVOICE. FAILURE TO INCLUDE THIS INFORMATION WILL RESULT IN DELAYS OF PAYMENTS. SUBSTITUTIONS OR CHANGES IN PRICE SHOWN HEREON MUST HAVE PURCHASINGS' APPROVAL BEFORE DELIVERY. WE WILL ONLY PAY THE AMOUNT SHOWN.

Purchasing Dept. Fax Number
1-812-934-7337
E-mail Address: BCCPURCH@Batesville.com

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FRANKLIN CHEMICAL IND.
2020 BRUCK STREET
COLUMBUS OH 43207 Fax: 614 445-1366
E-mail:

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MFG NASHUA PLANT
55 PALM STREET
NASHUA NH 03060

SHIPPING RULES
SHIPMENTS WITH FOB SHIPPING POINT AND LESS THAN 150 LBS MUST SHIP VIA UPS CONSIGNEE. CALL 1-800-354-7527 FOR UPS STARTER KIT. OVER 150 LBS, CALL 1-812-934-1743

SHIP VIA		FOB FREIGHT TERMS		INVOICE TERMS			BUYER			PLANT
See Shipping Rules		SPT Shipping Point		ERS NET 15 AVG PAY ON DAY 15			SOURCING MGR -M. KERKER			2100
LINE ITEM	REV	DESCRIPTION / MFG. NAME & NUMBER	ITEM #	SUPPLIER ITEM #	ORDER QUANTITY	UOP	UNIT PRICE	AMOUNT	DATE DUE	ORIGINAL ORDER NO.
ATTACHMENT: THIS IS A BLANKET ORDER COVERING OUR ESTIMATED USAGE OF THESE ADHESIVE ITEMS THRU 01/31/02. THIS ORDER SUPERSEDES OUR EXISTING ORDER NUMBER 50267 WHICH SHOULD BE CONSIDERED COMPLETE. THIS NEW ORDER CAN BE CANCELLED BY BCC BY ISSUING 30 DAYS NOTICE. DELIVERIES ARE TO BE MADE ONLY AS RELEASED. ITEMS 1,3,5,6 AND 7 LIST PRODUCTS AND VOLUMES FOR OUR NASHUA, NH PLANT. ITEMS 2 AND 4 ARE FOR OUR BATESVILLE, MS PLANT. ITEMS 8 AND 9 ARE FOR OUR VICKSBURG, MS PLANT. CONSIGNMENT OF THE BULK ADHESIVE USED AT OUR VICKSBURG PLANT IS COVERED IN AN AGREEMENT SIGNED UNDER SEPERATE COVER.										
1.000	0	GLUE-#50 BRWN ASSY-FRANKLN (FRANKLIN)	105384		1,200	GA	7.8115	9,373.80	01/02/01	
3.000	0	GLUE-MULTIBOND F (FRANKLIN)	105391		2,500	GA	6.7975	16,993.75	01/02/01	
5.000	0	CATALYST A-FRANKLIN GLUE	100262		100	QT	1.8500	185.00	01/02/01	
6.000	0	GLUE-ONE PART 2005 IN GA	105392		5,280	GA	6.5330	34,494.24	01/02/01	
7.000	0	GLUE-CLEAR ASSEMBLY	105386		220	GA	7.8114	1,718.51	01/02/01	
								62,765.30	TOTAL	

STATE EXEMPTION NUMBER:
BATESVILLE SERVICES, INC.
INDIANA SALES TAX-EXEMPTION NO. 350166166-001-6
MISSISSIPPI SALES TAX-EXEMPTION NO. 175-00779-8
TENNESSEE SALES TAX-EXEMPTION NO.
2-350166168-001-1

TO ACKNOWLEDGE THIS ORDER PLEASE SIGN AND RETURN
FAILURE TO COMPLY AUTHORIZES TOTAL ACCEPTANCE AS STATED.

BUYER: _____

BATESVILLE PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW – NON-ASSIGNABILITY** – The contract resulting from the acceptance of this order is to be construed according to the laws of the State of Indiana. This contract is non-assignable by Seller.
2. **DELIVERY** – Delivery shall be made in the quantities and at the times specified by Batesville. Batesville shall not be liable for goods delivered to Batesville in excess of quantities specified and Batesville may from time to time change the specified delivery time or direct temporary suspension of shipments. Seller shall not be liable for delays or defaults in deliveries due to causes beyond its control and without its fault or negligence. If any time Seller has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to Batesville.
3. **PRICE** – Substitutions or changes in price shown hereon must have Batesville's approval before delivery. If order is unpriced, it is understood and agreed that the price is no higher than last quotation of billing or current market price, whichever is lower.
4. **CANCELLATIONS** – Batesville may cancel all or any part of the undelivered portion of this order if Seller does not make deliveries as specified or if Seller breaches any of the terms hereof, including Seller's warranties.
5. **INSPECTION** – All goods shall be received subject to Batesville's inspection and rejection. Defective and unconforming goods will be held for Seller's instruction and at Seller's risk and will be returned to Seller only at Seller's expense. No goods returned shall be replaced unless authorized by Batesville. Any payment for goods prior to inspection shall not constitute an acceptance thereof.
6. **WARRANTIES** – Seller expressly warrants that the goods and work covered by this order will conform to the specification, drawings, samples or other description furnished or specified by Batesville and will be merchantable, of good material and workmanship, and free from defects. Seller expressly warrants that all goods covered by this order which are the products of Seller or are in accordance with Seller's specifications will be fit and sufficient for the purposes intended.
7. **PATENTS** – By accepting this order, Seller agrees to defend, protect and save harmless Batesville, its successors, assigns, customers and users of its products against all suits at law or in equity, and from all damages, claims and demands for actual or alleged infringement of any U.S. or Foreign copyright or patent by reason of use or sale of goods ordered.
8. **MATERIAL FURNISHED BY BATESVILLE** - All supplies, materials, facilities, tools, jigs, dies, fixtures, patterns, equipment, blueprints, drawings, sketches and the like furnished to Seller by Batesville in furtherance of this order shall remain the property of Batesville and shall be returned to Batesville upon the completion of this order unless otherwise provided. All such materials shall be held in confidence by Seller, shall be fully insured by Seller against any loss and shall not be used directly or indirectly in any way detrimental to Batesville's business.
9. **INDEMNIFICATION AND INSURANCE** – Seller agrees to indemnify and save harmless Batesville against all liabilities, claims or demands, whether for injury or damage, to person or to property, that may arise in any manner as a result of Batesville's acceptance and/or use of the goods or services provided under this order unless said injury or damage shall be due to the sole negligence or willful misconduct of Batesville. Seller shall, within twenty (20) days of acceptance of this order, unless specifically waived by Batesville on the order, provide a Certificate of Insurance to Batesville in an amount consistent with existing Risk Management Guidelines. In the event said Guidelines are not attached hereto, it shall be the obligation of Seller (s) to promptly request a copy of the same.
10. **INSOLVENCY** – Batesville may cancel the contract resulting from the acceptance of this order if Seller becomes insolvent, or becomes subject to a petition in bankruptcy, either voluntary or involuntary or becomes subject to an assignment for the benefit of its creditors.
11. **COMPLIANCE WITH LAW, REGULATION AND COMPANY RULES** – Batesville will not accept delivery of any hazardous material without prior review of a Material Safety Data Sheet (MSDS) specifying all ingredients. Supplier will be responsible for all demurrage and shipping cost incurred due to supplier's failure to provide complying MSDS. All MSDS's must be forwarded to Batesville Purchasing Department prior to shipment with reference to Purchase Order Number. All MSDS's must indicate ingredient (s) listed on any of the following lists: California's Proposition 65, Water Priority Chemicals in 40 CFR 122, 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 in compliance with and will conform to all applicable current requirements of OSHA, EPA, FLSA, and any other applicable law or regulation. The provisions of the Equal Opportunity Clause of Executive Order 11246 and 11375 and Public laws 503 and 2012 are herein incorporated by reference. If this order covers the performance of labor for Batesville, Seller agrees to require his employees to comply with all safety and health regulations and company safety practices applicable to their conduct.
12. **SHIPPING AND BILLING** – All goods shipped at expense of Batesville shall be suitably packed, marked and shipped in accordance with the requirements of common carriers in a manner to secure lowest transportation cost, no additional charge for such packing, marked and shipped in accordance with the requirements of common carriers in a manner to secure lowest transportation cost, or additional charge of such packing, marking or shipping or for the drayage or storage shall be made unless otherwise stated herein. Seller shall properly mark each package with Batesville's order number, factory, plant and /or dock number, part number, quantity and where multiple packages comprise a single shipment, each package shall also be consecutively numbered. Purchase order number, part number, package number and plant and/or dock number shall be shown on packing slips, bills of lading and invoices. Two copies of Seller's packing slips must accompany each shipment and the original bill of lading or other shipping receipt shall be promptly forwarded to Batesville at the destination of the goods.
13. **REJECTED SHIPMENTS AND PURCHASER'S REMEDIES** – If the goods shipped or to be shipped and/or services rendered or to be rendered hereunder are rejected, in whole or in part by Purchaser by reason of Seller's failure to comply with any of the terms, conditions and /or specifications contained herein, Purchaser, after so notifying Seller in writing, may; either return the rejected portion of such goods and/or the rejected portion of such services to Seller at Seller's expense or hold the same for such disposal as Seller shall indicate, without invalidating the remainder of this purchase order, or Purchaser may reject the entire shipment of such goods and/or reject the entire services and cancel this purchase order for any undelivered balances of goods and/or unrendered services.

If goods shipped or to be shipped and/or services rendered or to be rendered hereunder are rejected, as hereinabove provided, Purchaser may purchase like goods elsewhere and/or obtain like services elsewhere and charge Seller with any loss or damage (either direct or indirect) sustained by Purchaser (including, but not by way of limitation, any difference between the price paid by Purchaser for such like goods and/or services and the price specified on the face hereof) plus all costs of collecting the same (including, but not by way of limitation, attorneys fees and court costs).

Purchaser shall not be obligated to pay for any goods shipped and/or services rendered which are rejected by it.
14. **PREPAID SHIPMENT** – When quotations are F.O.B Batesville's plant, transportation must be prepaid by Seller.
15. **TITLE** – Title to the goods shall remain with the Seller until acceptance thereof by Batesville.
16. **ACCEPTANCE** – Commencement of performance pursuant to this order constitutes acceptance hereof by Seller. If additional or different terms are proposed by Seller, they must be specifically agreed to in writing by Batesville prior to delivery of the goods or shall have no effect.
17. **INTERPRETATION** – This purchase order, when accepted by Seller, is the complete and exclusive statement of the terms and conditions of the agreement between Batesville and Seller. It supersedes all prior agreements, written or oral. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in agreement. Acceptance or acquiescence of a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement.