



Yunker Industries, Inc.
310 O'Connor Drive
P.O. Box 917
Elkhorn, WI 53121
Phone: (262) 249-5220
Fax: (262) 723-3340

Purchase Order

PO Number: 96328

Page: 1

To:

The Bindery
8201 Brooklyn Blvd
Brooklyn Park, MN 55445

Ship to:

Yunker Industries, Inc.
Receiving Department
310 O'Connor Drive
Elkhorn, WI 53121

Phone: (763) 201-2800 Fax: (763) 201-2790 Account No: Terms: Net 60 Confirmed By: Eric Feuerstein FOB: PPA Ship Via: Generic-Best Choice	Ship To Phone: (262) 249-5220 Ship To Fax: Buyer: P. H. Dantuma Requester: SEE BELOW Order Date: 8/21/23 Notes: Quote #Q71523
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LN	Quantity	Vendor Stock No. Our Stock No.	Job	Description	Unit Price UOM	Amount	Due	Tax
1	178		158823A:01	[FINISHING]: Spiral Message Books ((3) 2-Sided Pages) 21-3/4" Wide x 11-1/8" High	\$6.21	\$1,105.38	9/15/23	N

Note: DEPARTMENT: PACKAGING

EA

2				[DETAIL]: YII to Supply Individual & Trimmed Pages on 0.015" White Styrene Sheets 2-Sides. Different Image Front/Back. Yunker will send a minimum of 85 each of 3 different pages The Bindery to: Collate (1) each of the (3) different sheets into a set for (178) sets. Bind along the 21-3/4" dimension with White Wire O. Pack Books Bulk. Ship Back to Yunker. Printed press sheets to arrive to on 8.31.23				N
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Subtotal \$1,105.38

Total \$1,105.38



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Terms: Net 60

Confirmed By: Eric Feuerstein

FOB: PPA

Ship Via: Generic-Best Choice

Ship To Phone: (262) 249-5220

Ship To Fax:

Buyer: P. H. Dantuma

Requester: SEE BELOW

Order Date: 8/21/23

Notes: Quote #Q71523

TERMS AND CONDITION OF PURCHASE

1. **PACKING SLIPS:** Must be included with all shipments and last copy must state "ORDER COMPLETED".

2. **ORDER NUMBER:** Must be shown on each item, packing slip and invoice.

3. **INVOICES:** Must be rendered in duplicate not later than the day following shipment. Attach bill of lading or express receipt to each invoice.

4. **EXTRA CHARGES:** No additional charges of any kind, including charges for boxing, packing, cartage or other extras will be allowed unless specifically agreed to in writing in advance by Buyer.

5. **SUBSTITUTIONS:** No substitutions, changes or modifications in the specifications of the ordered item shall be made except upon Buyer's written authority.

6. **QUANTITIES:** The specific quantity ordered must be delivered in full and not changed without Buyer's consent in writing. Any unauthorized quantity is subject to our rejection and return at Seller's expense.

7. **FIRM PRICE:** If price is not stated in Purchase Order it is agreed that the goods shall be billed at the price last quoted or billed at the prevailing market price, whichever is lower. Purchase Order must not be filled at a higher price than last quoted or charged without Buyer's specific authorization.

8. **APPLICABLE LAWS:** Seller warrants that the goods covered hereby are not manufactured and are not being sold or priced in violation of any federal, state or local law, AND THAT THE GOODS CONFORM TO ALL FEDERAL AND WISCONSIN REGULATIONS.

9. **WARRANTY SPECIFICATIONS:** The Seller warrants with respect to any article purchased and sold under Purchase Order that (1) he has good title to the article or will have at the time that is to pass. (2) the article is free from encumbrances, (3) the article conforms to the specifications and corresponds with the description herein or with the sample previously exhibited or with representations with respect thereto previously made by seller. (4) THE ARTICLE IS FIT FOR THE PURPOSE FOR WHICH BOUGHT, (5) THE ARTICLE IS MERCHANTABLE, (6) THE ARTICLE HAS NO LATENT DEFECT AND (7) THE ARTICLE IS OF GOOD MATERIAL, WORKMANSHIP AND QUALITY.

10. **CANCELLATION:** Buyer reserves the right to cancel all or any part of the undelivered portion of Purchase Order if Seller does not make deliveries as specified, time being of the essence of the Contract. or if Seller breaches any of the terms hereof including, without limitation, the warranties of Seller.

11. **INSPECTION AND ACCEPTANCE:** All goods shall be received subject to Buyer's right of inspection and rejection. Defective goods or goods not in accordance with Buyer's specifications will be held for Seller's instruction at Seller's risk and if Seller so directs. will be returned at Seller's expense. If inspection discloses that part of the goods received are not in accordance with Buyer's specifications, Buyer shall have the right to cancel any unshipped portion of the order. Payment for goods on Purchase Order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that Buyer may have against Seller.

12. **INDEMNIFICATION:** Seller agrees to assume the defense of and indemnify and hold Buyer harmless from and against any and all claims of any nature whatsoever and the cost and expense, including counsel fees, of defending the same based upon or arising out of any defect in any article furnished hereunder or based upon or rising out of any construction, installation, services or facilities furnished under or in connection with Purchase Order.

13. **PATENTS:** Seller warrants that goods purchased hereunder except in accordance with specifications furnished by the Seller do not infringe any letters patent granted by the United States and covenants and agrees to save harmless and protect Buyer, its successors, assigns, customers and users from infringement claims with respect thereto.

14. **ASSIGNMENT:** This contract may not be assigned by Seller without Buyer's written consent.

15. **INTERPRETATION OF CONTRACT:** The validity, interpretation, performance and enforcement of the contract created by Purchase Order and its acceptance shall be governed by the Uniform Commercial Code and other applicable law which is in effect in the State of Wisconsin on the date hereof.

16. **ALTERATION OF TERMS:** None of the terms and conditions contained in Purchase Order may be added to, modified, superseded, waived or otherwise altered except by a written or typed (not printed) statement signed by an officer or Buyer at Elkhorn, Wisconsin and each shipment received by Buyer from Seller or any other acceptance of Purchase Order shall be deemed to be only upon the terms and conditions contained in Purchase Order notwithstanding any terms and conditions may be contained in any acknowledgement. Invoice or other form of Seller and notwithstanding Buyer's act of accepting or paying for any shipment or similar act of Buyer. Buyer hereby notifies Seller of Buyer's objection to any additional terms which might be proposed by Seller.

17. **ACCEPTANCE BY SHIPMENT:** Seller's shipment is a mode of acceptance of Purchase Order and dispatch of Seller's sales acknowledgement is an acceptance of Purchase Order if the sales acknowledgement agrees with Purchase Order with respect to description of goods, quantity, price and delivery.