

AM06 - Texas A&M AgriLife Research Purchase Order

P.O. Date: 10/3/2016

Purchase Order Number

AM06-17-P031665

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING PAPERS.

V E N D O R	Vendor Number: 00102044 CW Brabender Instruments Inc
	50 E Wesley St South Hackensack, NJ 07606

S H I P T O	SOIL & CROP SCIENCES - James Lukeman Attn: Joni Fields-Surovik - (979)845-3057 HEEP CENTER 1502 RM 434 2474 TAMU COLLEGE STATION, TX 778432474 USA Email: jt-lukeman@tamu.edu Phone: (979) 862-1023
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INVOICING VENDOR SHALL SUBMIT AN ITEMIZED INVOICE SHOWING PURCHASE ORDER NUMBER. IF YOUR INVOICE IS NOT PROCESSED AS INSTRUCTED, PAYMENT MAY BE DELAYED.

B I L L T O	SOIL & CROP SCIENCES AgriLife Administrative Services (AGSV) 436 578 John Kimbrough Blvd 2147 TAMU COLLEGE STATION, TX 77843 US Email: Apinvoices@ag.tamu.edu Phone: (979) 862-1023
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<p>Please login to Buy A&M to retrieve attachments associated with the Purchase Order.</p> <p>Solicitation (Bid) No.:</p>	<p>Payment Terms: Net 30 Shipping Terms: F.O.B., Destination Freight Terms: Freight Allowed Delivery Calendar Day(s) A.R.O.: 7</p>
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Item # 1
Class-Item 020-40

Quadrumat Jr II Mill for the continuous and automatic preparation of production test flours

- Potential Yield: 65%-70%
- Capacity: Approx. 500gm/5min
- Power Requirements: 230Vac, 60HZ, Three Phase

Item #12-02-000

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 25,880.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 25,880.00

Item # 2

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Brabender Quote #29896

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TERMS OF PURCHASE:

Vendor's acceptance is subject to the attached mutually agreed upon contract addendum. These supersede any other terms and conditions issued by the vendor.

PAYMENT TERMS:

Net 30 days upon receipt and acceptance of item or receipt of correct invoice, whichever is later.

PUBLIC INFORMATION:

(a) The vendor acknowledges that the Agency is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon the Agency's written request, the vendor will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to the Agency in a non-proprietary format acceptable to the Agency. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which the Agency has a right of access.

(c) The vendor acknowledges that the Agency is required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 25,880.00

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M UNIVERSITY AGENCY PROCUREMENT OFFICE PRIOR TO SHIPPING.

The State of Texas is Exempt from all Federal Excise Taxes.
State and City Sales Tax Exemption Certificate: The A&M System claims an exemption from taxes under Chapter 20, Title 122A Revised Civil Statutes of Texas for purchase of tangible personal property described in this order, purchased from Vendor listed above as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State shall prevail.

FAILURE TO DELIVER: If the Vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies and equipment elsewhere, and charge the increase in price and cost of handling to the Vendor. No substitution or cancellations permitted without prior approval of The Texas A&M University System.

STATE OF TEXAS AND THE TEXAS A&M UNIVERSITY SYSTEM TERMS AND CONDITIONS APPLY.

APPROVED

By: LINDSAY WEBER

Email: lrweber@ag.tamu.edu

Phone#: (979) 845-2898

BUYER

Brabender[®] CWB

Joseph Awika
Texas A&M University
2474 TAMU
College Station, TX 77842-2474

Phone: (979) 845-2985
Fax:
Email: jawika@ag.tamu.edu

Purchase Proposal

Proposal Number: 29896
Issue Date: 08/30/16
Proposal Valid Until: 09/29/16
Page: 1

1	12-02-000	Quadrumat Jr.II Mill for the continuous and automatic preparation of production test flours. -Potential Yield: 65% - 70% -Capacity: Approx. 500gm/5min Power Requirements: 230Vac, 60Hz, Three Phase	1	\$25,880.00	\$ 25,880.00
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Total: \$25,880.00

50 E. Wesley Street, South Hackensack, NJ 07606 Telephone: 201-343-8425 Fax: 201-343-0608 www.cwbrabender.com

SWIFT Code: MBNTUS33

Email: jesus@cwbrabender.com

Inquiry: Email/ JP
Application: Milling
Delivery: 1 Week A.R.O.
Lead times are based on the date your purchase order is processed. All items subject to availability and prior sale.

50 E. Wesley Street, South Hackensack, NJ 07606 Telephone: 201-343-8425 Fax: 201-343-0608 www.cwbrabender.com

Brabender CWB

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Page: 4

8.2 By Buyer. Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

9 **SOFTWARE.** With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains ownership of and title to all software products provided hereunder.

Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. For purposes of Section 117 of the Copyright Act of 1976, as amended, and for all other purposes, Seller will be considered the owner of the software products and related documentation provided hereunder and any copies thereof, and of all copyright, trade secret, patent, trademark and other intellectual property rights therein. Buyer agrees not to sell, transfer, license, loan or otherwise make available to third parties the software products and related documentation provided hereunder. Buyer may not modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. The source code for the software products supplied hereunder will not be disclosed to Buyer, and Buyer may not disassemble, decompile or reverse engineer the software products supplied hereunder. Buyer agrees to hold in confidence the software products and related documentation supplied hereunder and not to disclose or make available in any form the same, except to Seller's and Buyer's employees and agents. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof.

Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Seller and Buyer intend and agree that software products owned by third parties and provided hereunder are being sublicensed to Buyer, that such third parties retain ownership of and title to such software products, and that such third parties may directly enforce Buyer's obligations hereunder in order to protect their respective interests in such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

10. **LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary contained herein, the liability of the Seller under these terms and conditions (Whether by reason of breach of warranty, breach of contract, tort, indemnification, or otherwise, but excluding liability of the Seller for breach of warranty (The sole remedy for which shall be as provided under Section 8 above)) shall not exceed an amount equal to the total purchase price theretofore paid by the Buyer to the Seller with respect to the product(s) giving rise to such liability. Notwithstanding anything to the contrary contained herein, in no event shall the Seller be liable for any indirect, special, consequential or incidental damages (including without limitation damages for loss of use of facilities or equipment, loss of revenue, loss of profits or loss of goodwill), regardless of whether the Seller (a) has been informed of the possibility of such damage or (b) is negligent.

11. **EXPORT RESTRICTIONS**

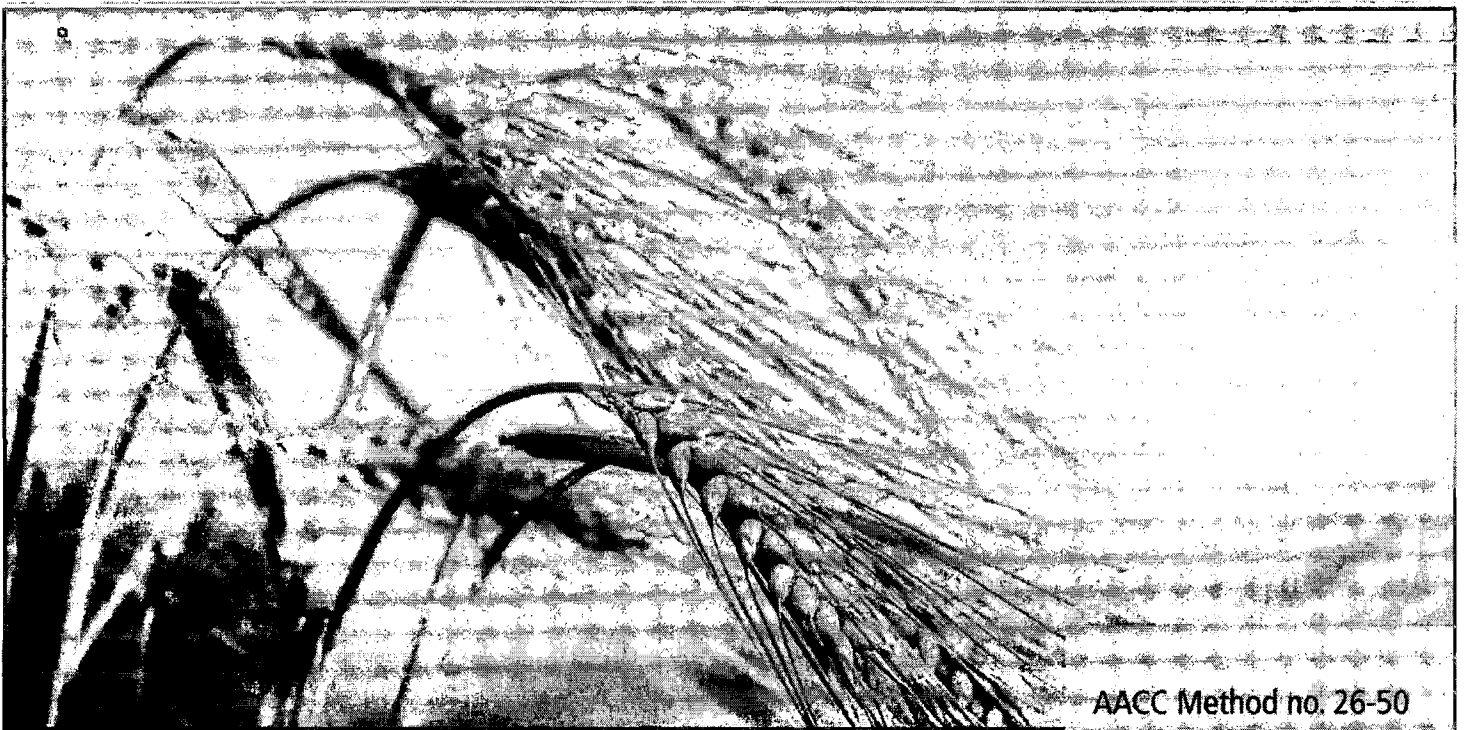
A. **U.S. Export Laws and Regulations.** The Buyer acknowledges that each Product and any related software and technology, including documents and other material containing technical data and other information (collectively "Items"), may be subject to export controls of the U.S. government. Such export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict the export of Items from the United States and their re-export from other countries. C.W. Brabender Instruments, Inc. shall comply with the EAR and all other United States laws, regulations, laws, treaties, and agreements relating to the export or re-export of any Item, and without limiting the foregoing, shall not, without first obtaining permission to do so from the appropriate U.S. government agencies, (i) export or re-export any Item into any of those countries listed from time to time in the EAR as countries subject to general embargoes or to any persons who are specially designated nationals of such countries or (ii) export, re-export, distribute or supply any Item to a person if C.W. Brabender Instruments, Inc. knows that such person intends to export or re-export the Item to any such embargoed country or a national thereof or intends to use or allow others to use the Item for activities related to weapons or their delivery. The Buyer shall cooperate fully with C.W. Brabender Instruments, Inc. in any official or unofficial audit or inspection related to the export control laws or regulations of the U.S. government.

B. **Non-U.S. Approvals.** The Buyer shall obtain and maintain, at its own expense, any non-United States governmental consents, authorizations, approvals, filings, permits, or licenses required for it to export or import any Product or other Item and for each of the Buyer and C.W. Brabender Instruments, Inc. to exercise its rights and to discharge its obligations under this Agreement including, without limitation, all consents of and filings with any non-United States governmental body.

C. **Indemnification.** The Buyer agrees to indemnify and hold C.W. Brabender Instruments, Inc. harmless from, or in connection with, any violation of the provisions of this Section by the Buyer or its employees, consultants, agents, or customers.

12. **MISCELLANEOUS.** Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. The rights and obligations of the parties hereunder shall be governed by and construed as a sealed instrument in accordance with the laws of the State of New Jersey without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Bergen County, New Jersey, in any action arising out of or relating to this Agreement and waive any other venue to which it may be entitled by domicile or otherwise. In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a trial by jury. Any action arising under this Agreement must be brought within two years from the date that the cause of action arose. The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. In the event that any one or more provisions contained herein (other than the provisions obligating Buyer to pay Seller for the Products) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The remedies contained herein are cumulative and in addition to any other remedies at law or in equity. Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. In case of a conflict between the terms and conditions on the face of this document and the terms and conditions on this reverse side of this document, the terms and conditions on the face of this document shall control.

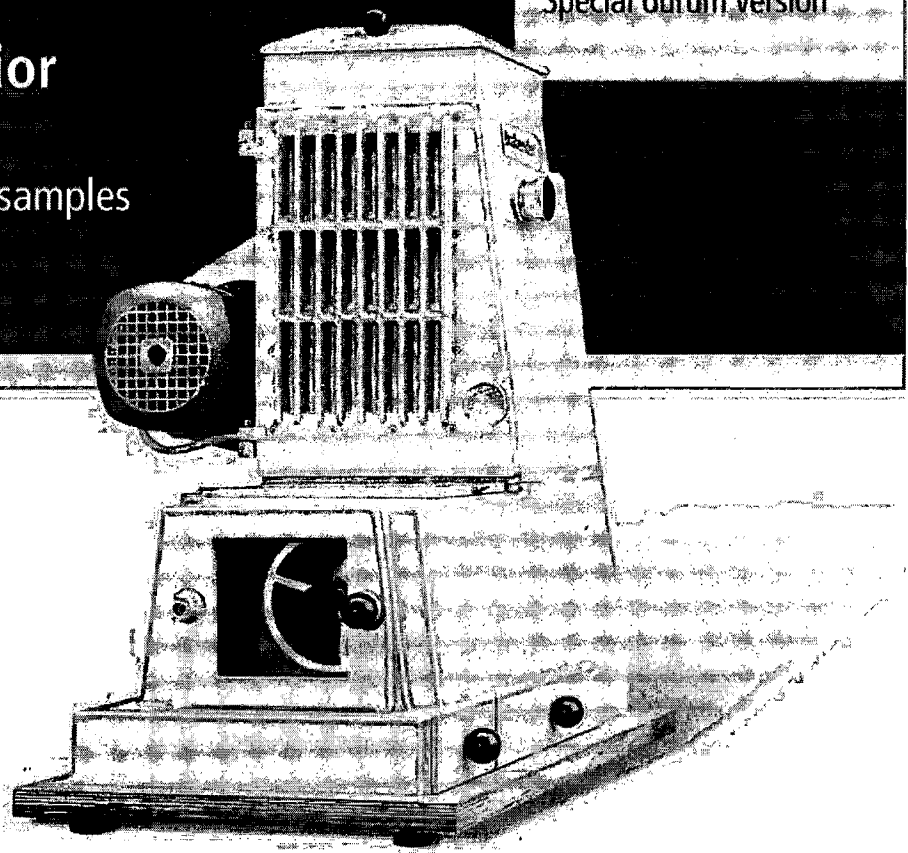
Brabender® CWB



AACC Method no. 26-50
Special durum version

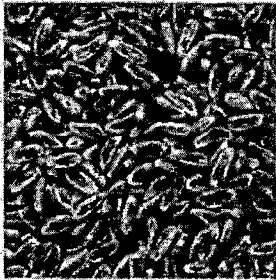
Quadrumat® Junior

Precision laboratory mill
for production-like flour samples



... where quality is measured.

Quadrumat® Junior



The Brabender® Quadrumat® Junior is a universal precision laboratory roller mill for milling grain for subsequent analyses.

Special features are:

- High precision
- High capacity
- Fixed roll arrangement for extremely long life
- Easy operation
- Complete with aspirator system

A modified version of the Quadrumat® Junior with modified rolls and roll gaps and another sifter is available for grinding durum wheat to semolina.

For grinding of:

- Wheat
- Spelt
- Rye
- Rice

for standard tests Amylograph, Farinograph®, Extensograph® and Falling Number.

Material flow.

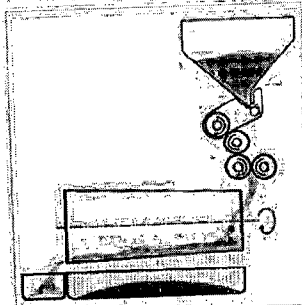
From the hopper, the prepared grain sample flows through an adjustable feed gate over the feed roll to the first pair of break rolls and from there, without intermediate sifting, to the second pair of break rolls. The second roll of the first break-roll unit acts as first roll of the second break roll unit.

Subsequently, the material goes directly to the "middlings reduction section". Here, the second roll of the second break head operates against the fine corrugated roll of the middlings reduction section.

The closed grinding process with extremely small roll diameters and the resulting short grinding zone, together with the self-grinding effect of the grain particles among each other, ensure maximum separation of the endosperm from the exosperm. The short grinding process corresponding to the elasticity of the bran prevents splitting up of the bran.

After having passed the last pair of rolls, the material drops into the round sifter. Automatic control of the circumferential speed of the sifter provides for a good self-cleaning effect even in continuous operation. The sifted flour falls into a flour drawer, the bran is collected in a separate bran drawer below the sifter outlet.

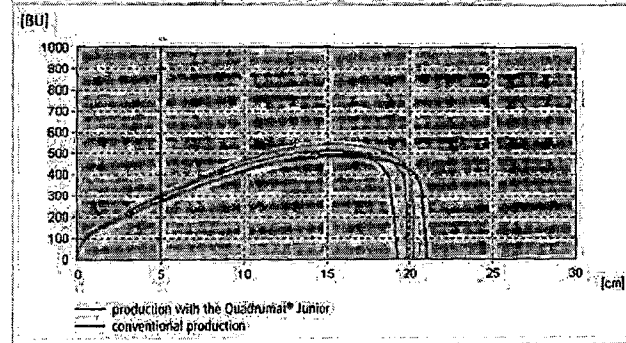
Obtain flours which are almost equal to commercially produced flours in ash content, yield, and baking quality - the multi-step grinding process only needs a single passage.



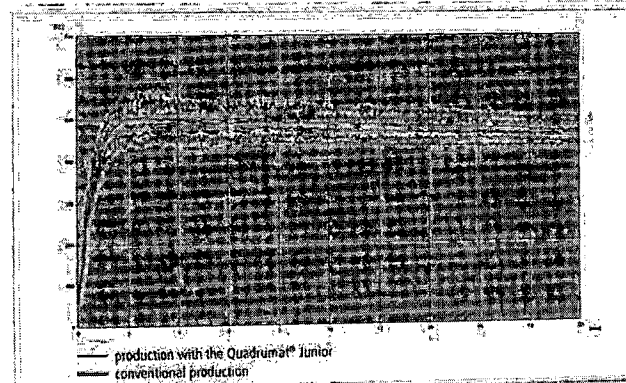
Quadrumat® Junior schematic



Comparison of two flours:



Extensogram



Farinogram

Quadrumat® Junior	
Capacity	500 g in approx. 5 min
Max. moisture	15 - 17%
Yield	60 - 75%
Ash	0.5 - 0.7% on dry basis
Mains connection	3x 400 V; 50/60 Hz + N + PE; 1.3 A 3x 230 V; 50/60 Hz + PE; 2.2 A
Dimensions (W x H x D)	615 x 700 x 520 mm
Weight	approx. 70 kg net

C.W. Brabender® Instruments, Inc.
 50 E Wesley St., South Hackensack, NJ 07606
 Phone: 201.343.8425 • Fax: 201.343.0608
 foodsales@cwbrabender.com • www.cwbrabender.com



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