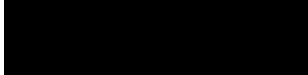




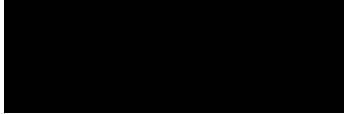
# Purchase Order

**City of Minneapolis**



[Redacted: Address]

**Supplier:** 0000032113  
Bluski inc.



[Redacted: Address]

[Redacted: Purchase order number]

		<b>Dispatch Via Phone</b>
<b>Purchase Order</b>	<b>Date</b>	<b>Revision</b>
[Redacted]	2023-07-28	
<b>Payment Terms</b>	<b>Freight Terms</b>	<b>Ship Via</b>
Net 30	FOB Destination, Frt Prepaid	COMMON
<b>Contact</b>	<b>Phone</b>	<b>Currency</b>
Jasmine V Ludwig		USD

**Ship To:** [Redacted]  
[Redacted: Address]

**Bill To:** [Redacted]

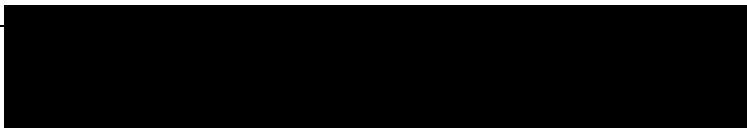
[Redacted: Email Address and Address]

Attention Not Specified

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Biochar Project		1.00	LMP	575000.00	575000.00	07/28/2023
	Contract ID: COM0007102		Version: 1	Contract Line: 1	<b>Schedule Total</b> Release: 1	<u>575000.00</u> Category Line: 0	
					<b>Item Total</b>	<u>575000.00</u>	
2 - 1	Delivery Fee : 670		1.00	EA	10000.00	10000.00	07/28/2023
	[Redacted: Address]						
	Contract ID: COM0007102		Version: 1	Contract Line: 2	<b>Schedule Total</b> Release: 2	<u>10000.00</u> Category Line: 0	
					<b>Item Total</b>	<u>10000.00</u>	
	Awarded from Bid Event 2394.				<b>Total PO Amount</b>	<u>585000.00</u>	

("Signed")



## CITY OF MINNEAPOLIS - TERMS OF PURCHASE

(Revised as of December 2020)

1. **Definitions:** "Purchaser" means the City of Minneapolis and its several departments and boards. "Seller" means the person or entity from whom the merchandise has been ordered or by whom any work is to be performed. "Work" means the provision of goods or services ordered under this Purchase Order ("PO"), including furnishing necessary parts, materials, machinery, tools, and equipment.
2. **Applicable Law:** Minnesota law shall govern this PO, and Hennepin County, Minnesota is the appropriate venue and jurisdiction for any litigation which may arise hereunder, regardless of Seller's place of business, residence or incorporation.
3. **Assignment; Waiver:** Seller may not assign this PO without Purchaser's prior written consent. No waiver of a breach of any provision of this PO shall constitute a waiver of any other breach of such provision or of any other provision.
4. **Compliance:** Seller agrees that during the life of this contract it will not discriminate against any employee or applicant for employment or do any other act which is prohibited by, or fail to comply with the provisions of, all applicable federal, state and local laws and regulations pertaining to discrimination. Seller agrees that it will include a provision similar to the preceding sentence in all subcontracts entered into for the performance of the Work. Seller hereby agrees that this contract may be cancelled or terminated by Purchaser and all money due or to become due hereunder may be forfeited for violation of the above statutes and ordinances or this paragraph.
5. **Conflict of Interest:** Purchaser and Seller are required to comply with the City's Code of Ethics. See Mpls. Ord. § 15.250. Seller certifies that, to the best of its knowledge, neither Seller, Purchaser, nor their employees or agents are in violation of this Code.
6. **Contract Terms:** Seller's copy of the PO and/or executed contract is the only form Purchaser will recognize as authority for charging Work to its account, supersedes all previous communications, and constitutes the parties' entire agreement. No terms stated by Seller in accepting or acknowledging the PO are binding unless accepted in writing by Purchaser. Commencement of performance of the Work by Seller in the absence of Purchaser's agreement to Seller's proposed terms constitutes Seller's acceptance of this PO's terms. If this PO is issued under a contract with Purchaser, the contract's terms and conditions will prevail over the PO terms and conditions.
7. **Contract Security:** If required by specifications, a bond must be filed in the full amount of the contract for the use of Purchaser, and of all persons doing work or furnishing or engaging skill, tools, machinery, materials, insurance premiums, equipment or supplies, under or for the purpose of this contract pursuant to Minn. Stat. § 574.26, for the strict and faithful performance of contract by the Seller or its employees or agent. The form, content and execution of said bond must be approved by the City Attorney's Office.
8. **Data Practices:** Seller agrees to comply with the Minnesota Government Data Practices Act (Minn. Stat. ch. 13) and all other applicable state and federal laws relating to data privacy or confidentiality. Seller agrees to hold Purchaser, its officers, and employees harmless from any claims resulting from Seller's unlawful disclosure or use of data protected under state and federal laws.
9. **Indemnification:** Seller agrees to defend, indemnify, and hold Purchaser harmless from any expenses, damages, or claims arising from the performance under this PO by the Seller, its subcontractors, or their agents or employees.
10. **Inspection:** All Work is subject to Purchaser's inspection within a reasonable time after performance or delivery. If upon inspection any Work is found to be unsatisfactory, defective, or of inferior quality or workmanship, or fails to meet the specifications or any other requirements of the PO, Purchaser may return such merchandise to Seller at Seller's expense or require the Work to be remediated or reperfomed. Payment for Work prior to inspection shall not be construed to be an acceptance of unsatisfactory or defective Work. Upon the return of any unsatisfactory or defective merchandise, Seller shall reimburse Purchaser for (a) any amounts paid by Purchaser on account of the purchase price of such returned merchandise and (b) any costs incurred by Purchaser in connection with the delivery or return of such merchandise.
11. **Insurance:** Seller must provide to Purchaser evidence of insurance in compliance with any applicable specifications. Absent such specifications, and when the PO includes labor or services, Seller must provide to Purchaser evidence of the following policies: 1) Commercial General Liability ("CGL"): \$1,000,000 per occurrence for bodily injury and property damage, including premises/operations and products/completed operations coverage; 2) Auto Liability: \$1,000,000 combined single limit for bodily injury and property damage (or CGL Non-Owned Auto Liability coverage); and 3) Workers' Compensation as required by law. Waiver of Subrogation in favor of Purchaser should be included.
12. **Intellectual Property:** Seller warrants that the Work will not infringe upon any patents, copyrights or trademarks in the United States or foreign countries. Seller shall indemnify Purchaser against any loss or damage (including reasonable attorney's fees) arising from breach of this warranty.
13. **Invoice:** Invoices must be emailed or mailed to the "bill to" address shown in the PO. Invoices must show the name of the city division for which the Work was performed and the PO number. If any sales, use, duty, excise or other similar tax or charge, for which Purchaser has not furnished or agreed to furnish an exemption certificate, is applicable to order, it must be stated separately on the invoice. Seller is responsible for tracking and submitting to Purchaser all information necessary to determine amounts owed under this PO, including quantities, hours, etc.
14. **Ownership of Work:** All reports, data, materials, information, and other work products prepared and developed in connection with the Work: (a) shall become the property of Purchaser; (b) shall not be the subject of an application for copyright by or on behalf of Seller, its subcontractors, their agents or employees; and (c) shall not be made available to any person without the prior written approval of Purchaser.
15. **Quantity:** The quantity of any merchandise delivered shall not be greater than the amount specified unless an additional amount is first ordered by Purchaser on its "Purchase Order Change" form. Purchaser may return quantities in excess of amounts specified to Seller at Seller's expense.
16. **Record-keeping; Audit:** Seller agrees to keep and maintain during the performance of the Work and for a period of six years following, records and files relating to the final financial aspects of this purchase, and further agrees to allow the Purchaser or designated federal or state personnel to enter on Seller's premises and to inspect, copy and audit the above records, files, and premises.
17. **Seller Responsibility:** Seller shall be responsible for any loss or damage to any merchandise until delivered to the F.O.B. destination specified in the PO; or, if no such F.O.B. destination is specified, until delivered to a common carrier or to Purchaser's plant, whichever may first occur. Seller shall be responsible for the satisfactory performance of its employees and subcontractors in performing the Work. Seller's employees shall not be considered employees of Purchaser for any purpose. Seller shall procure and keep current any licenses, permits, or certificates required for the performance of the Work and will obtain and pay for all permits, licenses, and inspections necessary for the Work.
18. **Shipment:** At the time of any shipment, a notice of shipment shall be sent to Purchaser stating the number of the order, the kind and amount of merchandise, and the route by which the shipment is being made. All merchandise shall be suitably packed, marked, and shipped in accordance with shipping instructions specified herein and the requirements of common carriers so as to secure the lowest cost. Seller shall be liable for any difference in freight charges arising from its failure to (a) follow the shipping instructions specified herein or (b) properly describe the shipment. Purchaser and Seller mutually agree to assist each other in the prosecution of claims against carriers.
19. **Taxes:** Purchaser is exempt from sales tax. See <https://www.revenue.state.mn.us/sales-and-use-tax>.
20. **Termination:** Purchaser may cancel this contract without cause and for any reason upon thirty (30) days' written notice. If Seller breaches any PO terms, including Seller's warranties, Purchaser may, at its option and without prejudice to any other rights, cancel any unperformed Work.
21. **Time is of the Essence:** Time is of the essence when performing the Work.
22. **Title:** Seller warrants that the Work is free and clear of liens and encumbrance and Seller has a good and marketable title to merchandise sold.
23. **Warranty:** Seller warrants that the Work, including any merchandise, will conform to its description and any applicable specifications, and, further, shall be of good merchantable workmanship and/or quality, and fit for the known purpose for which it is sold. This warranty is in addition to any standard warranty or service guarantee given by Seller to Purchaser, or any warranty provided by law.