



PLAINTIFF'S
EXHIBIT
KRC-330a

Suntide Refining Company

P. O. BOX 2608 — CORPUS CHRISTI, TEXAS 78403

PURCHASE ORDER

No. 41741-1

REQ. NO. 11-9006

DATE May 4, 1970

INSTRUCTIONS

PLEASE SHIP THE FOLLOWING SUBJECT TO CONDITIONS LISTED ON THE REVERSE SIDE OF THIS ORDER.

THE ABOVE ORDER NUMBER MUST BE PLAINLY NOTED ON EACH AND EVERY PACKAGE. COMPLETE PACKING LIST SHALL ACCOMPANY EACH SHIPMENT.

PLEASE PREPARE ALL INVOICES IN DUPLICATE AND MAIL ORIGINAL AND 1 COPY TO THE ABOVE ADDRESS.

J. T. THORPE COMPANY
P. O. Box 33399
Houston, Texas 77033

P. O. #

SHIP TO: SUNTIDE REFINING COMPANY

VIA

TERMS: Net-10 days

SYMBOL NUMBER	QUANTITY ORDERED	UNIT	REC'D.	DESCRIPTION	UNIT PRICE	TOTAL
				REVISION NO. 1		
				This revision is issued to add the following to P. O. No. 41741.		
				This revision is to cover the cost of premium pay for labor, extra travel time for second move-in, and expenses for a second crew to work the night shift.		
				Total Lot This Revision		$1,866.69

121/Berry

THORPE
MAY 6 1970

PCS		MPP	
TOS		KJ	
TH		FT	
WMS		WE	
JCR		JB	
WNC			
		GW	
LAK		WAB	
MW			
ELB			
JOB		GEN	
JOB		PURCH	
JOB		D&E	
PROSPECT			
GENERAL FILES			

CONFIRMING Invoice No. 0189

"To the extent that this purchase order covers supplies and/or services to be used in fulfilling a Government Contract which is subject to the provisions of Executive Order No. 11246, dated September 24, 1965, the provisions of Sec. 202, subparagraphs (1) through (7), of said Order are, with the rules, regulations and orders of the Secretary of Labor thereunder, incorporated in this purchase order by reference and SELLER, by its acceptance of this order, agrees that it will comply with such provisions unless exempted by order of the Secretary of Labor under Sec. 204 of said Order."

PURCHASING AGENT

Wm. S. RICHARDSON

TAX EXEMPTED

IDOR Direct Payment Permit 3-00004-8487-0

CONDITIONS AND INSTRUCTIONS

I. A. The Seller shall make an immediate acknowledgment and acceptance of this Purchase Order by returning the enclosed acknowledgment copy and furnishing complete delivery information.

B. This Purchase Order shall constitute an entire contract at the time of the hereto mentioned acknowledgment and acceptances as stipulated above, and no other acknowledgment or acceptances, or conditions other than those stated herein shall apply; except that this Purchase Order may be amended, in writing only, when mutually agreed upon by both parties.

C. The Seller, in case of a lump sum amount, shal as soon as it is practicable after acceptance of this Purchase Order, furnish the Purchaser with a breakdown of the lump sum amount by components arranged in the manner of anticipated invoicing.

II. A. Prices as shown on this Purchase Order are understood and agreed to be firm.

B. Changes and Extra:
(1) No changes will be allowed as to quantity, prices, F.O.B. points, etc., nor shall there be any charges for extras unless mutually agreed upon in writing by authorized representatives of the Seller and Purchaser. Variations may be permitted only in accordance with Paragraph B without amendment to the Purchase Order.

III. A. Federal Excise Taxes shall be shown on the Purchase Order and shall be billed as a separate item on the Purchase Order and the vendor's invoice.

B. It is understood that State and Usage Tax applicable directly to this transaction will not be included in the purchase price, but shall be shown and billed as separate items on the vendor's invoice. The Seller agrees to pay any taxes imposed by law upon or on account of the material covered by this Purchase Order unless otherwise agreed upon.

Material and equipment furnished under this order will be subject to inspection by Suntide Refining Company, should they desire to inspect. It will be understood, however, that any such inspection will not relieve the Seller from furnishing materials strictly in accordance with the drawings and specifications pertaining to this order, nor will it in any way relieve the Seller from the responsibility under the guarantee Clause No. XI.

In cases where inspection is specified, the Seller's notice that the material is ready for inspection shall be sent not less than five (5) days in advance of when material will be ready for inspection at Suntide Refining Company, Corpus Christi, Texas.

V. Under no circumstances will any variations in excess of the quantity ordered and the quantity shipped be acceptable unless an agreement has been reached by the Seller and the Purchaser prior to time of the shipment.

VI. A. Packing:

All shipments must be packed, crated, bundled, etc., in accordance with special conditions stated herein; or in accordance with standard trade practice if not otherwise specified. No extra charge shall be allowed for dunnage, crating, bundling, unless so specified and shown as a separate item of this Purchase Order. All damage on any article or material which is not properly packed to insure protection shall be Back-Charged to the Seller.

B. The Purchase Order number shall be clearly marked on each crate, box, package, bundle, and/or piece, without exception. This work shall be accomplished, by the Seller, at no additional cost to the Buyer unless agreed upon and specified as a separate item of this Purchase Order.

C. Tally Sheet Invoices:

Each and every shipment shall be accompanied by one (1) copy of the Tally Sheet or Manifest.

VII. A. The original and one (1) copy of the invoice shall be mailed immediately to Suntide Refining Company, Corpus Christi, Texas.

B. Invoices must describe the articles or services in the same terms as used in the Purchase Order and the description shall be complete as to quantity, grade, type, size, weight, etc., catalog number, trade names, etc., must be shown.

C. The Seller's invoice shall show the unit price and the extended amount of each item, by item number and/or symbol number, and include discounts as may be given, such as trade or cash.

D. Invoices covering wrench sets, welding outfits, and similar items, must have all components itemized.

E. Invoices covering machinery, power tools, and similar items must carry the manufacturing number, serial number, and other pertinent information, and must itemize any accessories.

VIII. Payment is contingent upon acceptances of equipment and material. Discount periods shall be calculated either from the date of acceptable invoices or from date of material receipt, whichever is the later.

IX. All sketches, drawings, and photostats, either supplied with this Purchase Order and/or Request for Quotation, shall be returned to Suntide Refining Company, upon completion of fabrication, and no reproduction, tracing, etc., shall be retained by the Seller and/or bidder.

X. By accepting this order and in consideration thereof, the Seller agrees to indemnify and save harmless Suntide Refining Company, and/or its Agents, their successors and assigns, against any and all suits based on the claim that details or equipment fabricated in the Seller's shop and embodied in the plant infringe Letters Patent under which the Purchaser is not licensed other than process patents or apparatus patents which relate primarily to the process steps to be used in the plant.

XI. By accepting this order and in consideration thereof, the Seller guarantees that all material and equipment which he furnishes under this order shall be the best quality of their respective kinds, to be free from faulty design (to the extent that such design is not furnished by the purchaser), to be of first class workmanship and/or materials and to be of sufficient size and capacity and of proper materials so as to fulfill in all respects such design operating conditions as are specified. If any trouble or defect originating with the design or material, workmanship, or operating characteristics of such equipment arises at any time up to one (1) year from the date when such equipment is placed in operation (but not later than fifteen (15) months from date of shipment), and the Seller is notified thereof, the Seller shall, at his own expense and as promptly as possible, make such alterations, repairs, and replacements as may be necessary to permit the equipment to function in accordance with the specifications and to fulfill the foregoing guarantee. Where the defects or failures to function properly cannot be corrected in this way, the faulty equipment shall be removed at the Seller's expense and as promptly as possible, and, either the Seller shall, without cost to the Purchaser, supply proper equipment (and, if the faulty equipment was installed when removed, install such proper equipment), or failing this, the Purchaser shall be entitled to the refund of the full purchase price plus transportation costs incurred or such portion thereof as shall then have been paid. Seller shall in no event be liable for process patents or apparatus patents which relate primarily to the process of the Purchaser.

XII. The Seller agrees to defend and save Purchaser harmless against all loss, expense and damages arising from bodily injuries to any person, including death resulting therefrom, and from damage to property, caused by the negligence or willful acts of Seller, its agents or employees, which engaged in the installation, erection, repair, adjustment or operation of the equipment or materials covered by this order. In any case where it is necessary for employees or representatives of Seller to go upon the premises of Purchaser, Seller agrees to assume full responsibility for the proper conduct of such employees and representatives while on said premises and to comply with all applicable Workmen's Compensation Laws and other applicable state and local regulations and ordinances and with all plant rules and regulations.

XIII. Suntide Refining Company, reserves the right, upon written notice to the Seller, to terminate this contract, in whole or part as may be deemed necessary by the Purchaser. In event of such termination of contract Suntide Refining Company, will give the Seller instructions with respect to the delivery of material completed, in process, purchased or committed for. If this contract is terminated, fair compensation, to be mutually agreed to by the Seller and Purchaser, will be allowed.

XIV. Any delivery pursuant to this Order shall constitute a warranty that Seller has complied with all laws, rules, regulations, requirements and ordinances of Governmental authority, whether federal, state or municipal, having jurisdiction over the production, manufacture or preparation of the goods or the rendition of the services, or both, involved in such delivery and that such goods may be by Purchaser lawfully bought, sold, used and transported in interstate and Intrastate Commerce, and Seller's invoice will contain a certification stamped or printed thereon to the effect that material or articles delivered pursuant to this Order were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14, thereof.

THORPE
APR 28 1970

EGS		MPP	
TBS		RJ	
TH		FT	
MAS		WE	
JCR		JB	
WNC			
JP		GW	
LAK		WAB	
MW			
EJB		DJT	
JOB 2893		GEN	
JOB		PURCH	
JOB		D & E	
PROSPECT			
GENERAL FILES			

April 28, 1970

Suntide Refining Company
P. O. Box 2608
Corpus Christi, Texas 78403

ATTENTION: Mr. William S. Richardson, Purchasing Agent

SUBJECT: REFRACTORY LINING OF REFINERY EQUIPMENT - SUNTIDE PURCHASE ORDER NO. 41741 - THORPE JOB 2893

We attach our final invoices for the above order as originally written.

In addition, we attach our invoice 0189 in the amount of $1,866.69 to cover the cost of premium pay for labor as authorized by Mr. Tom Hayes. Our original proposal on which your order was based was contingent upon performing all work on this order and the cyclone linings covered by your order 41742 with one trip to the jobsite. Since a portion of the hex steel was incorrectly installed by your fabricator, this necessitated an interruption in our work. Accordingly, we include in our extra invoice the travel time and travel expense for our crew to return to Corpus Christi a second time. Due to the time requirements to complete this work, it was necessary for us to send a second crew to the job on Saturday, April 4th to work one shift. This extra invoice also includes the travel time and travel expense for this crew of bricklayers.

There was some additional expense on trucking, equipment rental, etc., which we have chosen to absorb ourselves since this was a nominal amount. If you have any questions on the foregoing, or if we may furnish you with any additional information, please let us know. We thank you for this opportunity to be of service to Suntide Refining Company once again, and look forward to performing work in our specialty again in the near future for you.

J T THORPE COMPANY

JACK PEIFFER
JP/bg cc:file

attachments

cc: Mr. Tom Hayes

J. T. THORPE COMPANY
ENGINEERS-CONSTRUCTORS

P. O. BOX 33399 HOUSTON, TEXAS 77033

INVOICE

INVOICE NUMBER 0189

SOLD TO:
SUNTIDE REFINING COMPANY
P. O. BOX 2608
CORPUS CHRISTI, TEXAS 78403

SHIPPED TO:

CUSTOMERS ORDER NUMBER	TERMS	DATE	THORPE JOB NUMBER
41741 (EXTRAS)	NET CASH, 10 DAYS	4-30-1970	2893

FOR PREMIUM AND TRAVEL TIME, TRAVEL EXPENSES, INSURANCE AND PAYROLL TAXES, OVERHEAD AND SUPERVISION TO COMPLETE SUBJECT CONTRACT AS AUTHORIZED

LABOR:			
SIGNED SHEETS ATTACHED	$1,300.68		
EXPENSE:			
SIGNED SHEETS ATTACHED	120.40		
INSURANCE & PAYROLL TAXES:			
15% OF LABOR	195.10	$1,616.18	
OVERHEAD & SUPERVISION:			
10% OF $1,616.18		161.62	$1,777.80
FEE:			
5% OF $1,777.80			88.89
AMOUNT THIS INVOICE			$1,866.69

THC
APR 28 1970

FCS			MPP	
TDS			KJ	
THR			FT	
MAS			WE	
JCR			JB	
WNC				
GW			EMT	
WAB			CC	
JP				
ELB				

JOB 2893 GEN
JOB PURCH
JOB D & E
PROSPECT
GENERAL FILES

COPIES OF DAILY TIME SHEETS ATTACHED

INVOICE