



Promex Industries
3075 Oakmead Village Dr
Santa Clara, CA 95051
USA
Phone: 408-496-0222

Order Date: 8/27/2026

Account No.:

Tax Exempt #:

Confirm To: Chris Berger

Buyer: TIFFANY NGUYEN

Approval: RICHARD RICHARD

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APPROVED

PURCHASE ORDER Current

PURCHASE ORDER	CO #
000000000024430	0

Supplier:

TURNPACK, LLC
22425 S Scotland Ct,
SUITE 104
Queen Creek, AZ 85142
Phone: 480-331-1878

Ship To:

Promex Industries, Inc.
3075 Oakmead Village Dr
Santa Clara, CA 95051
USA
Phone: 408-496-0222
Fax: 408-496-0117

Bill To:

Promex Industries, Inc.
3075 Oakmead Village Dr
Santa Clara, CA 95051
USA
Phone: 408-496-0222
Fax: 408-496-0117

TERMS NET30				F. O. B. COLLECT		SHIP VIA FED-EX			FREIGHT ACCOUNT NO.				
Item	Class	Type	Description			Package	Quantity	UOM	Cur	Unit Price	Extension	Tax	Qual
001			Datacon EVO Gelpak Vacuum Option				1.00	EACH		1550.0000000	1,550.00	Y	
MFGR:		Mfgr Part #			Matl Type:		Supplier Part #						
Part Number:		PN25061529			Rev:		Item Notes: Quote#S026321102 Lead time: 3-4 weeks ARO Please ship FedEx Collect Act#095122965						
<u>Due Date</u>		<u>Balance</u>											
09/17/2026		1.00											
002			Datacon 12" Gelpak Adapter Hybrid				1.00	EACH		3950.0000000	3,950.00	Y	
MFGR:		Mfgr Part #			Matl Type:		Supplier Part #						
Part Number:		PN26082875			Rev:		Item Notes: 4x4" Gelpak Locations 5x2" Gelpak Locations Orientation feature: Notch Upper Left Black Anodize						
<u>Due Date</u>		<u>Balance</u>											
09/17/2026		1.00											

Total PO Amount (no shipping charge):	5,500.00
Tax Amount (no shipping tax):	319.69
SubTotal (no shipping):	5,819.69
Shipping Charge:	0.00
Shipping Tax:	0.00
Grand Total:	5,819.69

Purchase Order Notes:



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See additional notes under following titles:

Terms and Conditions

Purchase Order Attachment

Purchase Order # 000000000024430

CO # 0

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Terms and Conditions

The standard terms and conditions of purchase set forth below apply to every Promex Industries, Inc. (hereafter "Promex") purchase order. However, in some circumstances due to the nature of the goods/services, supplemental terms and conditions of purchase may be added. As used herein, Promex is the Buyer of the Products and materials referenced herein and is the only party authorized to alter or modify provisions of this Order. "Supplier" means the party identified on the face of this Order as the seller of the Products. "Order" means this purchase order, including all documents, exhibits and attachments referenced herein. "Products" means the goods and/or services identified on the face of this Order.

1. Goods and services

The goods and/or services described in this Order are provided by Supplier subject to the following terms and conditions. Supplier hereby agrees to comply with all such conditions. Any different or additional terms and conditions are not binding upon Promex unless specifically accepted in writing.

2. Purchase price and terms of payment

All payments will be made in US Dollar funds or as otherwise specified. All prices shown in this order are firm and are not subject to alteration or adjustment. Promex will pay any applicable Goods and Services Taxes.

3. Method of shipment and packing

Products are to be packaged in a manner which ensures that they are protected against deterioration and contamination. All goods from outside the United States are to be delivered to the F.O.B. point specified in the Order. Title and risks remain with Supplier until receipt by Promex or CIB for shipments coming from outside of the United States. Supplier shall: (i) properly pack, mark and ship the Products in accordance with the requirements of Promex and any involved carriers in a manner to secure the lowest transportation cost and meet indicated delivery times; (ii) provide with each shipment packing slips with Promex Order number marked thereon; (iii) properly mark each package with the Order number. The packaging, labeling and shipping of all materials must conform to all applicable federal, state and local laws and regulations. The marks on each package and identification of the products on packing slips, bills of lading and invoices shall be sufficient to enable Promex to easily identify the Products.

4. Inspection and rejection

The Product and/or services furnished shall be exactly as specified in the Order. All Products and services are subject to inspection and test by Promex at any time and place. If the Products and services furnished are found to be non-compliant in any way, Promex may reject them, or require Supplier to correct or replace them without charge, or require a reduction in price which is equitable under the circumstances. If Supplier is unable or refuses to correct or replace any Products or services within a time deemed reasonable by Promex, in such event Promex may terminate this Order in whole or in part. Supplier bears all risks as to rejected Products and services. Supplier shall reimburse Promex for all transportation costs, other related costs incurred, and overpayments in respect of the rejected Products and services.

5. Changes

Promex may make changes to this Order including to drawings and specifications for specially manufactured Products and/or place of delivery from outside the United States, by giving notice to Supplier. If such changes affect the cost of or the time required for performance of this Order, an equitable adjustment in the price and/or date of delivery will be made. No change by Supplier is allowed without the written approval of Promex. Any claim of Supplier for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt by Supplier of notification of such change. Nothing in this Article shall be deemed to excuse Supplier from delivering the Product and/or services described in this Order.

6. Warranty

Supplier warrants to Promex that Products supplied under this PO are free from defects in material, workmanship and design, suitable for the purposes intended, in compliance with all applicable specifications and free from all liens or encumbrance. All services will be performed in accordance with current, sound and generally accepted industry practices by qualified personnel trained and experienced in the appropriate fields. Supplier warrants that all Product shall not infringe any third party patent, trademark, copyright or other intellectual property right.

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Purchase Order # 000000000024430

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Terms and Conditions

7. Confidentiality

Supplier shall not disclose to any third party (other than its attorneys, accountants or other professional advisors who receive information under an obligation of confidentiality) any of the terms or conditions of this Order or of any other aspect of its business relationship with Promex without Promex's prior written consent (given or withheld in Promex sole discretion), other than pursuant to any court order or other lawful process

8. Indemnification

Except for damages caused by the negligence of Promex, Supplier shall defend, indemnify and hold Promex harmless from all claims, actions, demands, loss and cases of action including any arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of Supplier.

9. Insurance

Supplier and any Sub-contractor used by Supplier in connection with this Order must carry adequate Comprehensive General Liability and Comprehensive Automobile Liability Insurance. At Promex's request, Supplier shall provide to Promex certificates from Supplier's insurers showing that such coverage is in effect and agrees to give Promex thirty (30) days' prior notice of cancellation of any coverage. Promex may require a specific minimum liability coverage.

10. Assignment

This Order is assignable by Promex. This order may not be assigned, transferred or conveyed by operation of law or otherwise by Supplier without the prior written consent of Promex. Supplier shall remain liable if no such consent is made.

11. Good Title.

Supplier has and will transfer to a good title to the Products, materials and parts covered by this Order, free and clear of all liens, claims, encumbrances or security interests of any kind.

12. Default

Supplier shall be deemed to be in default of its obligations under this Order if any of the following events occur: Supplier is adjudged bankrupt or insolvent by a court of competent jurisdiction, or otherwise becomes insolvent, as evidenced by its inability to pay its debts generally as and when they become due; or Supplier is in default of its obligations hereunder and fails to cure such default within thirty days of written notice from Promex, or if such default cannot be cured within thirty days, within such longer period as may be reasonable, provided Supplier proceeds promptly and diligently with curing the default. Upon the occurrence of any of the above events, Promex may, by written notice to Supplier, terminate this Order without prejudice to any other right or remedy available to it and without liability for such termination. Promex shall not be liable to the Supplier for indirect or consequential damages, for loss of profit or for damages arising from loss of use or production under any circumstances.

13. Termination

This Order may be terminated or suspended by Promex in whole or in part. Promex shall deliver to the Supplier a written notice specifying the extent to which performance and/or the deliveries of products and/or services under this Order is terminated and/or suspended and the date upon which such action shall become effective. In the event of such action, Promex shall pay Supplier for the Products and/or services satisfactorily already provided prior to the effective date of termination or suspension. In this case, Supplier may submit a proposal to Promex for an equitable increase in the prices to account

14. Force Majeure

The Supplier shall give Promex prompt notice in writing when any force majeure appears likely to delay delivery of Products and/or performance of services and takes appropriate action to avoid or minimize such delay. If any such default or delay threatens to impair Supplier's ability to meet delivery requirements for Products and/or services, Promex shall have the right, without any liability to Supplier, to cancel the portion or portions of this PO so affected. Promex shall not be liable for default or delay in the performance of its obligations due to cause beyond its reasonable control.

15. Term for Claims

Supplier shall bring any claim against Promex with respect to this Order within one (1) year of the date the Supplier knew or reasonably

Purchase Order Attachment

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CO # 0

Terms and Conditions

should have known of the facts giving rise to such claim.

16. Fees

Each party is responsible for their own legal and accounting fees unless otherwise expressly provided for herein.

17. Governing Law

This order shall be governed exclusively by the applicable laws of the State of California. The venue for any legal or equitable dispute between Promex and Supplier shall be exclusively in the County of Santa Clara.

18. Hazardous Materials

Products or services purchased that include or involve hazardous materials must meet the stipulations of Title 49, Code of Federal Regulations.

19. Gratuities: Seller represents and warrants to Promex that Seller has not offered or given and will not offer or give to any employee, agent, or representative of Promex any gratuity with the intent of securing any business from Promex.

20. Counterfeit Prevention

Supplier shall plan and have process controls established to prevent the delivery of counterfeit Products to Promex. Such process controls shall be sufficient to ensure any components provided by Promex for processing is not co-mingled or substituted by any other components. Supplier shall have process controls to ensure Product delivered to Promex has documented traceability back to the original component manufacturer.

21. Compliance With Laws

Supplier shall comply at its own expense with all applicable laws ordinances, regulations, and codes, including the identification and procurement of required permits, certificates, licenses, insurance, approvals and inspections in connection with its performance under this Order.