

# Contract Confirmation Comparison



Before

After

**BAY STATE MILLING COMPANY ("Seller")**  
**AGREES TO SELL TO BUYER** (defined below) and BUYER agrees to buy from SELLER the following products, on the terms and conditions and subject to the agreements stated below and/or on the attached herof.

SOLD TO (Buyer):  
 Customer No: XXXXX  
 Name: CUSTOMER NAME  
 ADDRESS  
 CITY, STATE ZIP

SHIP TO: (If different)  
 Customer No: XXXXX  
 Name: CUSTOMER NAME  
 ADDRESS  
 CITY, STATE ZIP

**SALES CONTRACT** Page 1 of 1  
 CUSTOMER P/O: \_\_\_\_\_  
 CONTRACT DATE: AUG-28-18  
 CONTRACT NO: XXXXX

MODE OF SHIPMENT (Specify whether truck, bulk truck, intermodal, rail, or bulk railroad car):  
**TYPE OF TRUCK**  
 FREIGHT:  F.O.B. Carrier at shipping point, freight charges (basis car load freight rate in effect on date of this contract) to be prepaid or allowed by Seller.  
 Delivered

DELIVERY AND CARRIER (Seller shall have the option as to routing, except as to delivering carrier):

TO: CITY, STATE ZIP

SHIPPING TERMS:  PREPAID  COLLECT (Specify destination point)

TIME OF SHIPMENT on directions to be furnished by BUYER  
 TERMS OF PAYMENT: **REMIT NET 30**  
 shipment is to be made  
 Begin Delivery Date: OCT-01-18  
 End Delivery Date: DEC-31-18  
 Any increase in Freight Charges resulting from an increase in Freight rates after the date of this Contract shall be Paid by Buyer.

QUANTITY	PRODUCT NUMBER	CONTAINER	PRODUCT DESCRIPTION	SELLING PRICE* CWT/TON
XX,XXX CWT	XXXXXXXX	TYPE	PRODUCT NAME	XX.XX / CWT

\*AUTOMATIC INCREASE IN PRICES IN CERTAIN CASES. A carrying charge of one-half cent (1/2) per cwt. per day shall automatically commence the day after the end delivery date specified under "Time of Shipment."  
 This contract, including the Terms and Conditions attached hereto constitutes the complete agreement between the parties hereto; and cannot be changed in any manner except in writing subscribed by Buyer and Seller and their duly authorized officers.

This contract is subject to approval by the seller at  
 100 Congress Street, 2nd Floor, Quincy, Massachusetts 02169-0948  
 BAY STATE MILLING COMPANY, Seller

By: \_\_\_\_\_  
 Name: SALES PERSON NAME Title: Sales Manager  
 Buyer: CUSTOMER NAME  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_

OCT-25-18 12:45  
 Revised 1/2/10

ORIGINAL COPY

**Bay State Milling** **Sales Contract Confirmation**  
 A Trusted Family of Ingredients.

Bay State Milling Company (Seller):  
 AGREES TO SELL TO BUYER (defined below) and BUYER agrees to buy from SELLER the following products, on the terms and conditions and subject to the agreements stated below and/or on the attached herof.

Contract number: SCXXXXXX-X  
 Contract revision: SCXXXXXX-X  
 Contract date: 8/28/2018  
 Customer PO: \_\_\_\_\_  
 Payment terms: Remit Net 30

Sold to (Buyer): (XXXXX) DELIVERY AND CARRIER (Seller shall have the option as to routing except as to delivering carrier)  
 CUSTOMER NAME  
 CUSTOMER ADDRESS  
 CITY, STATE ZIP

Any increase in Freight Charges resulting from an increase in Freight rates after the date of this contract shall be paid by buyer

on directions to be furnished by BUYER shipment is to be made  
 Begin delivery date: Sep 27, 2018  
 End delivery date: Dec 31, 2018

Item number	Description	Customer Item ref.	Booking quantity	Unit	Container	Sales price	Sales price quantity	Unit
XXXXX	PRODUCT NAME #1		QTY	cwt	XXXX	USD	\$\$	cwt
XXXXX	PRODUCT NAME #2				2/27LB	USD	\$\$	cwt

Ship to: XXXXX  
 CUSTOMER NAME  
 CUSTOMER ADDRESS  
 CITY, STATE ZIP

Mode of delivery:  
 Delivery terms:

\*AUTOMATIC INCREASE IN PRICES IN CERTAIN CASES.\* A carrying charge of one-half cent (1/2) per cwt. per day shall automatically commence the day after the end delivery date specified under "Time of Shipment."  
 This contract, including the Terms and Conditions attached hereto constitutes the complete agreement between the parties hereto ; and cannot be changed in any manner except in writing subscribed by Buyer and Seller and their duly authorized officers.

This contract is subject to approval by the seller at:  
 100 Congress Street, 2nd Floor, Quincy, Massachusetts 02169-0948  
 BAY STATE MILLING COMPANY, Seller

Please send a signed copy of this contract to:  
 BAY STATE MILLING COMPANY  
 100 Congress Street, Quincy, MA 02169-0948  
 OR QuincyCustomerService@BSM.com  
 OR Fax 1-617-479-8910

By: \_\_\_\_\_  
 Name: SALES PERSON Title: Sales Manager  
 Buyer: CUSTOMER NAME  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_

See timeline for changes for each BSMC facility affected.