

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

PROOF OF CLAIM

**YOUR CLAIM IS SCHEDULED AS:**  
Schedule/Claim ID s1895

In re:  
**J.L. French LLC**

Case Number:  
**09-12449 (KG)**

Amount/Classification  
\$6,067.40 Unsecured

NOTE: See Reverse for List of Debtors/Case Numbers/ important details. This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

The amounts reflected above constitute your claim as scheduled by the Debtor or pursuant to a filed claim. If you agree with the amounts set forth herein, and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.

**Name of Creditor and Address:** the person or other entity to who the debtor owes money or property

18533730005133  
ANDERSON PUMP & PROCESS  
21365 GATEWAY COURT, #300  
BROOKFIELD, WI 53045-5110

Check this box if you are the debtor or trustee in this case.

If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed.

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

**THIS SPACE IS FOR COURT USE ONLY**

Creditor Telephone Number **262 784-3340**

Name and address where payment should be sent (if different from above):

RECEIVED  
AUG 27 2009

Check this box to indicate that this claim amends a previously filed claim.

Claim Number (see reverse):

Payment Telephone Number ( )

1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ **6,067.40** BMC GROUP

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. BASIS FOR CLAIM:

**goods sold**

(See instructions #2 and #3a on reverse side.)

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: **1806**

3a. Debtor may have scheduled account as:

4. SECURED CLAIM (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of set off and provide the requested information

Secured Claim Amount: \$ \_\_\_\_\_

**DO NOT** include the priority portion of your claim here.

Nature of property or right of setoff:

Unsecured Claim Amount: \$ \_\_\_\_\_

Real Estate  Motor Vehicle  Other \_\_\_\_\_

Amount of arrearage and other charges at time case filed included in secured claim,

Value of Property: \$ \_\_\_\_\_ Annual Interest Rate: \_\_\_\_\_ % if any: \$ \_\_\_\_\_ Basis for Perfection: \_\_\_\_\_

5. PRIORITY CLAIM

Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Unsecured Priority Claim Amount: \$ \_\_\_\_\_

Include **ONLY** the priority portion of your unsecured claim here.

**You MUST specify the priority of the claim:**

- Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)
- Wages, salaries, or commissions (up to \$10,950\*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).
- Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).

Up to \$2,425\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).

Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).

Other - Specify applicable paragraph of 11 U.S.C. § 507(a) ( \_\_\_\_\_ ).

\* Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

6. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. SUPPORTING DOCUMENTS: Attach redacted copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements. You may also attach a summary. Attach redacted copies of evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are not available, please explain.

**DATE-STAMPED COPY** To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

**DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.**

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received on or before 4:00 pm, prevailing Eastern Time on September 10, 2009 for Non-Governmental Claimants OR on or before January 11, 2010 for Governmental Units.

**THIS SPACE FOR COURT USE ONLY**

BY MAIL TO:  
J.L. French Automotive Castings, Inc.  
Attn: BMC Group, Claims Processing  
PO Box 3020  
Chanhassen, MN 55317-3020

BY HAND OR OVERNIGHT DELIVERY TO:  
J.L. French Automotive Castings, Inc.  
Attn: BMC Group, Claims Processing  
18750 Lake Drive East  
Chanhassen, MN 55317

JL French Auto Castings



00053

DATE

8/24/09

SIGNATURE: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

*Tracy Smukowski*

TRACY SMUKOWSKI, A/R

## INSTRUCTIONS FOR PROOF OF CLAIM FORM

*The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.*

### ITEMS TO BE COMPLETED IN PROOF OF CLAIM FORM (IF NOT ALREADY PROPERLY FILLED IN)

<p><b>Court, Name of Debtor, and Case Number:</b> Fill in the name of the federal judicial district where the bankruptcy case was filed, the name of the debtor in the bankruptcy case, and the bankruptcy case number. If you received a notice of the case from the Claims Agent, BMC Group, some or all of this information may have been already completed.</p>	<p><b>Secured Claim:</b> Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien</p>																
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Debtor Name</th> <th style="text-align: left;">Case No</th> </tr> </thead> <tbody> <tr> <td>J.L. French Automotive Castings, Inc.</td> <td>09-12445 (KG)</td> </tr> <tr> <td>French Holdings LLC</td> <td>09-12446 (KG)</td> </tr> <tr> <td>Nelson Metal Products LLC</td> <td>09-12447 (KG)</td> </tr> <tr> <td>Allotech International LLC</td> <td>09-12448 (KG)</td> </tr> <tr> <td>J.L. French LLC</td> <td>09-12449 (KG)</td> </tr> <tr> <td>J.L. French Automotive, LLC</td> <td>09-12450 (KG)</td> </tr> <tr> <td>Central Die, LLC</td> <td>09-12451 (KG)</td> </tr> </tbody> </table>	Debtor Name	Case No	J.L. French Automotive Castings, Inc.	09-12445 (KG)	French Holdings LLC	09-12446 (KG)	Nelson Metal Products LLC	09-12447 (KG)	Allotech International LLC	09-12448 (KG)	J.L. French LLC	09-12449 (KG)	J.L. French Automotive, LLC	09-12450 (KG)	Central Die, LLC	09-12451 (KG)	<p><b>5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).</b> If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.</p> <p><b>6. Credits:</b> An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.</p> <p><b>7. Supporting Documents:</b> Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.</p> <p><b>Date-Stamped Copy and Signature:</b> The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.</p> <p><b>Return claim form and attachments, if any. If you wish to receive an acknowledgement of your claim, please enclose a self-addressed stamped envelope and a second copy of the proof of claim form with any attachments to the Claims Agent, BMC Group, at the address on the front of this form.</b></p> <p><i>Please read – important information: upon completion of this claim form, you are certifying that the statements herein are true.</i></p> <p>Be sure all items are answered on the claim form. If not applicable, insert "Not Applicable."</p>
Debtor Name	Case No																
J.L. French Automotive Castings, Inc.	09-12445 (KG)																
French Holdings LLC	09-12446 (KG)																
Nelson Metal Products LLC	09-12447 (KG)																
Allotech International LLC	09-12448 (KG)																
J.L. French LLC	09-12449 (KG)																
J.L. French Automotive, LLC	09-12450 (KG)																
Central Die, LLC	09-12451 (KG)																
<p><b>Creditor's Name and Address:</b> Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).</p> <p><b>1. Amount of Claim as of Date Case Filed:</b> State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete item 4. Check the box if interest or other charges are included in the claim.</p> <p><b>2. Basis for Claim:</b> State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.</p> <p><b>3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:</b> State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.</p> <p><b>3a. Debtor May Have Scheduled Account As:</b> Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.</p> <p><b>4. Classification of Claim</b></p> <p><b>Unsecured Nonpriority Claim:</b> If your claim is an unsecured nonpriority claim, sometimes referred to as a "general unsecured claim" (See DEFINITIONS, below), check the appropriate box in this section. If your claim is partly secured and partly unsecured, state here only the amount that is unsecured. If part of your claim is entitled to priority, state here the amount not entitled to priority.</p>																	

### DEFINITIONS

**DEBTOR**  
A debtor is the person, corporation, or other entity that has filed a bankruptcy case is called the debtor.

**CREDITOR**  
A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed.

**CLAIM**  
A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

**PROOF OF CLAIM**  
A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the court-appointed Claims Agent, BMC Group, at the address listed on the reverse side of this page

**SECURED CLAIM Under 11 U.S.C. § 506(a)**  
A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors.

The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.  
A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

**UNSECURED NONPRIORITY CLAIM**  
If a claim is not a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

**UNSECURED PRIORITY CLAIM Under 11 U.S.C. §507(a)**  
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

**Evidence of Perfection**  
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other

### INFORMATION

document showing that the lien has been filed or recorded.

**Redacted**  
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

**Offers to Purchase a Claim**  
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

ONCE YOUR CLAIM IS FILED YOU CAN OBTAIN OR VERIFY YOUR CLAIM NUMBER BY VISITING [www.bmcgroup.com](http://www.bmcgroup.com)

Statement As of Date: 8/24/2009

Customer ID: 101806



**Anderson Pump & Process**  
 P.O. Box 523  
 Brookfield, WI 53008-0523  
 262-784-3340

# Statement

CUSTOMER ID

101806

AS OF DATE

PAGE

8/24/2009

1 of 1

**J L FRENCH CORPORATION**  
 P O BOX 1024  
 SHEBOYGAN, WI 53081-1024

**Total Amount Due:**

6,067.40

920-458-7724

Invoice Number	Invoice Date	Due Date	Purchase Order Number	Amount Due	Invoice Number	Amount Enclosed
----------------	--------------	----------	-----------------------	------------	----------------	-----------------

**Branch ID:** 001 Brookfield, WI

5087746	6/10/2009	7/10/2009	P123612	4,228.00	5087746	_____
5087923	6/15/2009	7/15/2009	P124175-6/4/2009 10:56:35	1,839.40	5087923	_____

**Total Amount Due:** 6,067.40

*U.S. Dollars*

-----Invoice Age in Days -----

Current	<= 30	31 to 60	61 to 90	OVER 90
0.00	0.00	0.00	6,067.40	0.00

Total Amount Due: 6,067.40

Amount Enclosed: \_\_\_\_\_  
*U.S. Dollars*

**INVOICE**

**ANDERSON  
PUMP & PROCESS**

an A.A. Anderson & Co., Inc.

CORRESPONDENCE PO BOX 523 • Brookfield WI 53008 • Phone: 262-784-3340 • Fax: 262-784-9749

REMIT TO 24107 NETWORK PLACE • CHICAGO, IL 60673-1241

INVOICE	
5087746	
Invoice Date	Page
6/10/2009 14:44:11	1 of 1
ORDER NUMBER	
1127975	

**Bill To:**

J L FRENCH CORPORATION  
P O BOX 1024  
SHEBOYGAN, WI 53081-1024

**Ship To:**

J L FRENCH CORPORATION  
PLANT 2  
4243 GATEWAY DRIVE  
SHEBOYGAN, WI 53081

Ordered By: MR. KIM BOYER

Customer ID: 101806

PO Number		Terms Description	Net Due Date	Disc Due Date	Discount Amount			
P123612		Net 30	07/10/09	07/10/09	0.00			
Order Date	Pick Ticket No	Primary Salesrep Name		Taker				
5/11/2009 14:23:37	3089661	Ryan Baus		TRACY_REED				
Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM Unit Size	Disp.				

**Delivery Instructions:** PLEASE SHIP UPS-COLLECT USING ACCOUNT #: 7XW-228. TRUCK SHIPMENTS CHECK <http://routingguide.jlfrench.com/> FOR INSTRUCTIONS.

**Carrier:** UPS - COLLECT

**Tracking #:**

Ordered	Shipped	Remaining	UOM	Unit Size	Disp.	Item Description	Pricing	Unit Price	Extended Price
1.00	1.00	0.00	EA			PCL3X4-13SEH-A	EA	4,228.0000	4,228.00
					1.0	GUSHER PCL3X4-13SEH-A PUMP AND POWER FRAME ASSEMBLED WITH PPC 1101 SEAL. 9.375" DIA IMPELLER TRIM. GUSHER TO INSTALL ANDERSON SUPPLIED PPC SEAL.	1		
1.00	1.00	0.00	EA			PPC 1101 AM-175-1-14	EA	0.0000	0.00
					1.0	PPC 1101 SEAL 1.75" 316SS/SC/SC/FKM 316SS/SC/SC/FKM.	1		

Total Lines: 2

**SUB-TOTAL:** 4,228.00  
**TAX:** 0.00  
**AMOUNT DUE:** 4,228.00

1127975

JL French LLC

To: ANDII

Gary Smith

Purchase Order

Anderson Pump & Process  
21365 Gateway Court, Ste. 300  
Brookfield, WI 53045

Purchase Order Number	
P123612	
Date Ordered	Page Number
5/11/2009	1

This number must appear on all invoices, shipping papers, packages, and correspondence.

Phone: 262-784-3340  
Fax: 262-784-9749

Ship To:  
JL French LLC  
4243 Gateway Drive  
Sheboygan, WI 53081

Bill To:  
PO Box 1024  
Sheboygan, WI 53082-1024

05-43000-2750 S-51



Phone: 920-453-4421

Fax:

Order Number	Payment Terms	Shipping Instructions	Buyer
9467		01	Brion, Kim

Crib/Bin Item #	Description	Quantity	Price	Extension	Filled
Special	Comment	Supplier No.		Promised	Required
Manufacturer	MAPICS Number		UPC Code		Sales Tax
51-03-10-001	Pump and power frame assem. w/ppc 1101 seal 9.375" dia impeller trim	1	4,228.5710	4,228.57	
PCL3X413SEHA		QUOTE# 1127933			
NS	3500 TON CENTRAL HOT!!!!!!!!!!!!!! PER ROB				
Anderson Pump & Proc	PCL3X4-13SEH-A				
MAPICS #	HY2491				



PO Total	Item	\$4,228.57	
	Freight	0.00	
	Sales Tax	0.00	6.00 %
	Total	4,228.57	

Bare Pump Only, All Iron  
Const, 7071 M Power Frame,  
9.375" Impeller, to accept  
a 1 3/4" PPC cartridge Duplicate Order C 45758  
Seal.

Gate on Pump + Power Frame 2292<sup>45</sup>

Seal- PPC 1101 AM-175-1-14  
in stock

Order - 1091940

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
MAPICS PO #: \_\_\_\_\_

# JL French LLC

To: AND11  
**Anderson Pump & Process**  
 21365 Gateway Court, Ste. 300  
 Brookfield, WI 53045

## Purchase Order

Purchase Order Number		This number must appear on all invoices, shipping papers, packages, and correspondence.
P123612		
Date Ordered	Page Number	
5/11/2009	2	

Phone: 262-784-3340  
 Fax: 262-784-9749

Ship To:  
 JL French LLC  
 4243 Gateway Drive  
 Sheboygan, WI 53081

Bill To:  
 PO Box 1024  
 Sheboygan, WI 53082-1024

05-43000-2750 S-51



Phone: 920-453-4421

Fax:

Order Number	Payment Terms	Shipping Instructions	Buyer
9467		01	Brion, Kim

Crib/Bin Item #	Description	Quantity	Price	Extension	Filled
Special	Comment	Supplier No.		Promised	Required
Manufacturer	MAPICS Number		UPC Code		Sales Tax

### EQUAL OPPORTUNITY / AFFIRMATIVE ACTION

The seller will comply with all provisions of Executive Order 11246 as amended, the provisions found in 41 C.F.R. sec. 60-250 (Veterans), and all relevant rules, regulations, and orders of the Secretary of Labor

### ROUTING INSTRUCTIONS

For Freight greater than 100# Call for instructions:

TAYLOR PLANT: Joan Schuttey 920-453-4386  
 GATEWAY: Ann Stone 920-453-4474  
 GLASGOW, KY: KARLA ADAMS 270-651-8334

### FOR FREIGHT LESS THAN 100#'S USE

UPS GROUND ACCOUNTS AS FOLLOWS:

GLASGOW - PRESTWICK - 1W8E04  
 GLASGOW - AMERICAN - 70A94X  
 NOVI - ALL - 1F9829  
 SHEBOYGAN - GATEWAY - 7XW228  
 SHEBOYGAN - TAYLOR - 588496

For any issues, please contact the buyer for further clarification. These new routing instructions supersede all prior routing instructions. JL French Receiving Department requires that all shipments to a JL French plant have the purchase order noted on the shipping documentation. JL French will return freight that is not accompanied by shipping documentation and the correct purchased order on it. JL French will do so at the suppliers expense. Suppliers are required to comply with QS 9000/TS 16949, ISO 14000, AND 100% delivery conformance requirements. Corrective action is required in the event of non-conformance.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

MAPICS PO #: \_\_\_\_\_

# JL French LLC

To: AND11

Anderson Pump & Process  
21365 Gateway Court, Ste. 300  
Brookfield, WI 53045

## Purchase Order

Purchase Order Number	
P123612	
Date Ordered	Page Number
5/11/2009	3

This number must appear  
on all invoices, shipping  
papers, packages, and  
correspondence.

Phone: 262-784-3340  
Fax: 262-784-9749

Ship To:  
JL French LLC  
4243 Gateway Drive  
Sheboygan, WI 53081

Bill To:  
PO Box 1024  
Sheboygan, WI 53082-1024

05-43000-2750 S-51

### TERMS AND CONDITIONS OF PURCHASE

1. **ACCEPTANCE AND GOVERNING PROVISIONS.** This order is not an acceptance of any offer to sell but is an Offer to Purchase which may be accepted only by execution of the acknowledgement copy hereof by seller and return of such copy to J.L. French Corporation ("J.L. French") within ten (10) days from the date of this order set forth on the reverse side hereof, or by other expression of acceptance, including shipment hereunder. Failure to return within ten (10) days will designate your acceptance. Upon acceptance, this order shall constitute the entire agreement between the parties (except for any additional warranties given by seller), superseding any and all previous or contemporaneous communications and negotiations. Unless specifically agreed to in writing by J.L. French, signed by duly authorized personnel of J.L. French, no additional or different term or provision (except additional warranties given by seller) of any quotation, acknowledgement, invoice or other form supplied by seller shall become part of the contract not withstanding J.L. French's failure to specifically object to such terms or provision. The agreement of sale resulting from the acceptance of this order shall be construed and interpreted in accordance with the internal laws of the State of Wisconsin.

Any controversy or claim arising out of or relating to this agreement of sale, the acceptance of it and any alleged breach thereof shall be considered a contract made in the State of Wisconsin and shall be governed by the laws thereof. The exclusive forum for deciding any disputes shall be the Circuit Court of Sheboygan County, State of Wisconsin.

2. **PRICE, DELIVERY AND CHARGES.** Delivery must be affected in the quantities within the times (which is of the essence), at the prices, and in accordance with the shipping and routing instructions specified in the face hereof, except that J.L. French shall receive the benefit of any price reductions by seller made effective after receipt of this order but before delivery. (Failure of seller to comply with such requirement shall entitle J.L. French, in addition to any other rights or remedies, to cancel this order and be relieved of all liability for any undelivered portion. Any failure by J.L. French to exercise its remedies with respect to any installment shall not be deemed to constitute a waiver with respect to subsequent installments. Seller shall not unreasonably anticipate delivery by purchasing materials or manufacturing quantities in excess of what is reasonably required to meet J.L. French's delivery schedule, items received in advance of J.L. French's delivery schedule may, at J.L. French's option, be returned at seller's expense or be accepted and payment withheld until the scheduled delivery date.) Seller warrants that the price charged for goods or services covered by this order is the lowest price charged by seller to buyers of a class similar to J.L. French, under conditions similar to those contained in this order, and that prices comply with applicable government regulations in effect at the time of quotation, sale or delivery.

J.L. French will not be liable for any packing cartage, shipping, demurrage, ordinary wear and tear caused by routine unloading practices or other charges or any tax duties, customs or other assessments in connection with this purchase or delivery except such as are expressly set forth on the face hereof. The period of any cash discount offered by seller will begin at the time the goods or invoices are received (whichever is later) and not from the date appearing on the invoice.

3. **INVOICES.** A separate invoice in duplicate shall be rendered for each or for each shipment made on an order. All invoices, shipping memoranda, and bills of lading shall be dated and mailed on the day of actual shipment of the goods. No invoice shall be delivered by the seller to any employee of J.L. French; all invoices shall be mailed to J.L. French at its general office in Sheboygan, Wisconsin.

4. **DELIVERY DOCUMENTATION.** Every package, bill of lading, shipping memorandum and invoice must be marked with the J.L. French purchase order number. Two itemized delivery tickets bearing the J.L. French purchase order number must be left with the goods.

5. **INSPECTION.** All goods purchased hereunder shall be subject to inspection and testing by J.L. French at any reasonable time and from time to time before, during or after manufacture and delivery. Not withstanding any payment that may be made no goods are to be deemed accepted until J.L. French has had a reasonable opportunity to inspect them. Risk of loss shall be upon seller until conforming goods are delivered to and have been inspected and accepted by J.L. French. If any inspection or test is to be made on the premises of seller, seller without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. J.L. French's inspection shall never constitute a waiver of the right of subsequent rejection by reason of any undiscovered or latent defect.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

MAPICS PO #: \_\_\_\_\_

# JL French LLC

## Purchase Order

To: AND11

Anderson Pump & Process  
21365 Gateway Court, Ste. 300  
Brookfield, WI 53045

Purchase Order Number	
P123612	
Date Ordered	Page Number
5/11/2009	4

This number must appear  
on all invoices, shipping  
papers, packages, and  
correspondence.

Phone: 262-784-3340  
Fax: 262-784-9749

Ship To:  
JL French LLC  
4243 Gateway Drive  
Sheboygan, WI 53081

Bill To:  
PO Box 1024  
Sheboygan, WI 53082-1024

05-43000-2750 S-51

6. **WARRANTIES.** In addition to its standard warranty and/or service guarantee, seller warrants that all services shall be performed in a good and workmanlike manner and that all goods supplied hereunder shall:

- (a) Be free and clear of all liens and encumbrances goods and merchantable title thereto being in the seller;
- (b) Be free from any defects in design, material or workmanship and of good and merchantable quality;
- (c) Conform to J.L. French's specifications or the sample approved by J.L. French, as the case may be, or be fit for the known purposes for which purchased hereunder, and;
- (d) Comply and have been produced, processed, delivered and sold in conformity with all applicable Federal, State or other laws, administrative regulations and orders.

Except for goods supplied in accordance with J.L. French's design seller also warrants that this sale or use of goods will not infringe or contribute to the infringement of any patent, copyright or trademark in the United States or elsewhere. The foregoing warranties shall survive inspection, delivery, use and payment and shall run in favor of J.L. French, its successors and assigns and its customers whether direct or indirect.

7. **REMEDIES.** In addition to all rights and remedies provided by law, if any goods ordered hereunder shall be found to be unsatisfactory, defective or inferior in quality or not to conform to J.L. French's specifications or any other requirements hereof (including sellers warranties), J.L. French may, at its option, retain such goods at an adjusted price, hold such goods at sellers risk and expense pending sellers specific instructions or return them to seller for replacement, credit or refund, as J.L. French shall direct. J.L. French shall be reimbursed by seller for all costs and expenses in connection with the storage, handling, packing and/or transporting of any such defective or otherwise nonconforming goods; and seller shall assume all risk of loss or damage in transit to goods returned by J.L. French pursuant hereto.

8. **INDEMNIFICATION BY SELLER.** Seller shall indemnify J.L. French, its successors, assigns and customers (whether direct or indirect), against any and all losses, damages and expenses (including attorneys fees and other costs of defending any action) which they, or any of them, may sustain or incur as a result of any claim of negligence, breach of warranty, strict liability in tort or based on any other theory of law in connection with the use of the goods furnished hereunder or as a result of any claim that the goods or services furnished by seller fail to conform to or comply with any Federal, State, or local laws, regulations or standards. Except for goods ordered in accordance with J.L. French's design or specifications, seller shall indemnify J.L. French, its successors, assigns and customers (whether direct or indirect), against any and all losses, damages, and expenses (including attorneys fees and other costs of defending any infringement action), which they or any of them may sustain or incur in any action alleging that the sale or use of the goods ordered hereunder infringe or contribute to the infringement of any patent, copyright or trademark in the United States or elsewhere.

9. **FAIR LABOR STANDARDS CERTIFICATE.** Seller hereby certifies that all goods furnished hereunder have been produced in compliance with all applicable requirements of sections 6, 7 & 12 of the Fair Labor Standards Act of 1938, as amended and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof, and in accordance with all applicable State and Federal Laws and regulations governing general conditions for Labor employed in the production of such goods.

10. **OSHA CERTIFICATION.** Seller, in accepting J.L. French's order, certifies that he is in compliance with the Occupational Safety and Health Standards Act of 1970 (OSHA) and the orders, rules and regulations issued pursuant thereto as in effect on the date of such acceptance.

11. **J.L. FRENCH DESIGNS.** All designs, sketches, blueprints, patterns, dies, tools and/or special appliances furnished or paid for by J.L. French shall be held by seller at sellers risk and expense, insured by seller against loss by fire and extended coverage, and shall be replaced by the seller if lost or destroyed. Such articles shall remain at J.L. French's property and be subject to J.L. French's disposition at any time. No use or disclosure of any such items supplied by J.L. French, or any design or production techniques revealed thereby shall be made without the prior written consent of J.L. French.

12. **ASSIGNMENT AND MODIFICATION.** Seller shall not assign or sublet the work done hereunder without the written consent of J.L. French; but this provision shall not restrict seller in the procurement of component parts or materials. No modification of this order may be made except by means of a formal change order issued by J.L. French's purchasing department, but J.L. French reserves the right to so cancel or modify this order (including without limitation the specifications, quantities and delivery dates) and any difference in the price or time for performance resulting therefrom shall be equitably adjusted or J.L. French may, at its option, terminate this contract if agreement on an equitable adjustment cannot be reached. Claims for equitable adjustment must be asserted by seller within ten (10) days of J.L. French's change order.

13. **CANCELLATION BY J.L. FRENCH.** J.L. French shall have the right to cancel this order without cause and J.L. French's liability for cancellation of this order without cause shall be limited to sellers actual cost for work and materials applicable solely to this order which shall have been expended when Notice of Cancellation shall be received by seller. J.L. French, may at its option, cancel this order without liability to seller (except for conforming shipments previously accepted by J.L. French) in the event seller shall cease to exist or become insolvent or the subject of bankruptcy or insolvency proceedings or shall commit a material breach in the performance of any part of its obligation hereunder.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

MAPICS PO #: \_\_\_\_\_



# INVOICE

# ANDERSON PUMP & PROCESS

an A.A. Anderson & Co., Inc.

CORRESPONDENCE PO BOX 523 • Brookfield WI 53008 • Phone: 262-784-3340 • Fax: 262-784-9749

REMIT TO 24107 NETWORK PLACE • CHICAGO, IL 60673-1241

INVOICE	
5087923	
Invoice Date	Page
6/15/2009 13:16:54	1 of 2
ORDER NUMBER	
1129848	

**Bill To:**

J L FRENCH CORPORATION  
P O BOX 1024  
SHEBOYGAN, WI 53081-1024

**Ship To:**

J L FRENCH CORPORATION  
PLANT 2  
4243 GATEWAY DRIVE  
SHEBOYGAN, WI 53081

Ordered By: . KIM BIRON

Customer ID: 101806

PO Number		Terms Description	Net Due Date	Disc Due Date	Discount Amount			
P124175-6/4/2009 10:56:35		Net 30	07/15/09	07/15/09	0.00			
Order Date	Pick Ticket No	Primary Salesrep Name			Taker			
6/4/2009 10:55:59	3089849	Ryan Baus			RYAN_PETERBURS			
Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM Unit Size	Disp.				

**Delivery Instructions:** PLEASE SHIP UPS-COLLECT USING ACCOUNT #: 7XW-228. TRUCK SHIPMENTS CHECK <http://routingguide.jlfrench.com/> FOR INSTRUCTIONS.

**Carrier:** UPS - COLLECT

**Tracking #:** 1Z5809220358433087

Ordered	Shipped	Remaining	UOM	Disp.	Item Description	EA	Unit Price	Extended Price
6.00	6.00	0.00	EA	1.0	01-157 GUSHER 01-157 CARTRIDGE ORING	EA	7.0000	42.00
6.00	6.00	0.00	EA	1.0	17-028 GUSHER IMPELLER GASKET, TEFLON	EA	18.0000	108.00
2.00	2.00	0.00	EA	1.0	25108-DI GUSHER DUCTIL IRON IMPELLER FOR SERIAL 1195-285	EA	495.5000	991.00
6.00	6.00	0.00	EA	1.0	61072 GUSHER 61072 SEAL GLAND GASKET	EA	4.5000	27.00
6.00	6.00	0.00	EA	1.0	61102 GUSHER 61102 SHAFT SLEEVE GASKET	EA	7.0000	42.00
6.00	6.00	0.00	EA	1.0	61109 GUSHER 61109 CASING GASKET	EA	8.1000	48.60
2.00	2.00	0.00	EA	1.0	63072-SS GUSHER 63072-SS SHAFT SLEEVE, SS	EA	297.9000	595.80

\*\*\* REPRINT \*\*\*

# INVOICE

# ANDERSON PUMP & PROCESS

an A.A. Anderson & Co., Inc.

CORRESPONDENCE PO BOX 523 • Brookfield WI 53008 • Phone: 262-784-3340 • Fax: 262-784-9749

REMIT TO 24107 NETWORK PLACE • CHICAGO, IL 60673-1241

INVOICE	
5087923	
Invoice Date	Page
6/15/2009 13:16:54	2 of 2
ORDER NUMBER	
1129848	

Total Lines: 7

**SUB-TOTAL:** 1,854.40  
**TAX:** 0.00  
**CASH RECEIPTS:** 15.00  
**AMOUNT DUE:** 1,839.40

\*\*\* REPRINT \*\*\*

# JL French LLC

To: AND11

**Anderson Pump & Process**  
**21365 Gateway Court, Ste. 300**  
**Brookfield, WI 53045**

Phone: 262-784-3340  
 Fax: 262-784-9749

Ship To:  
 JL French LLC  
 4243 Gateway Drive  
 Sheboygan, WI 53081

## Purchase Order

Purchase Order Number	
P124175	
Date Ordered	Page Number
6/2/2009	1

This number must appear  
 on all invoices, shipping  
 papers, packages, and  
 correspondence.

Bill To:  
 PO Box 1024  
 Sheboygan, WI 53082-1024

05-43000-2750 S-51



Phone: 920-453-4421

Fax:

Order Number	Payment Terms	Shipping Instructions	Buyer
9883		01	Brion, Kim

Crib/Bin Item #	Description	Quantity	Price	Extension	Filled Required
Special Manufacturer	Comment MAPICS Number	Supplier No.	UPC Code	Sales Tax	
51-03-01-034-01157	Bearing housing o-ring Gusher Model# PCL3x4-8SEH-CBM-A		7.00	42.00	
NS					
Anderson Pump & Proc MAPICS #	01-157 OR2364				
51-03-01-032-0128	Impeller o-ring Gusher Model# PCL3x4-8SEH-CBM-A		18.00	108.00	
NS					
Anderson Pump & Proc MAPICS #	01-28 OR2363				
51-03-01-031-25108CL	Impeller 8.125" Gusher Model# PCL3x4-8SEH-CBM-A		495.50	991.00	
NS					
Anderson Pump & Proc MAPICS #	25108-CL MS3954				
51-03-01-035-61072	Seal gland gasket Gusher Model# PCL3x4-8SEH-CBM-A		4.50	27.00	
NS					
Anderson Pump & Proc MAPICS #	61072 MS3956				
51-03-01-036-61102	Bearing housing gasket Gusher Model# PCL3x4-8SEH-CBM-A		4.50	27.00	
NS					
Anderson Pump & Proc MAPICS #	61102 MS3957				

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

MAPICS PO #: \_\_\_\_\_

# JL French LLC

To: AND11

**Anderson Pump & Process**  
**21365 Gateway Court, Ste. 300**  
**Brookfield, WI 53045**

Phone: 262-784-3340  
 Fax: 262-784-9749

**Ship To:**  
 JL French LLC  
 4243 Gateway Drive  
 Sheboygan, WI 53081

## Purchase Order

Purchase Order Number	
P124175	
Date Ordered	Page Number
6/2/2009	2

This number must appear  
 on all invoices, shipping  
 papers, packages, and  
 correspondence.

**Bill To:**  
 PO Box 1024  
 Sheboygan, WI 53082-1024

05-43000-2750 S-51



Phone: 920-453-4421

Fax:

Order Number	Payment Terms	Shipping Instructions	Buyer
9883		01	Brion, Kim

Crib/Bin Item #	Description	Quantity	Price	Extension	Filled
Special	Comment	Supplier No.		Promised	Required
Manufacturer	MAPICS Number		UPC Code		Sales Tax
51-03-01-033-61109	Impeller housing gasket Gusher Model# PCL3x4-8SEH-CBM-A		8.10	48.60	
NS					
Anderson Pump & Proc MAPICS #	61109 MS3955				
51-03-01-037-63072SS	Shaft sleeve Gusher Model# PCL3x4-8SEH-CBM-A		297.90	595.80	
NS					
Anderson Pump & Proc MAPICS #	63072SS MS3958				

**PO Total**

7 Items	\$1,839.40	
Freight	0.00	
Sales Tax	0.00	6.00 %
<b>Total</b>	<b>1,839.40</b>	

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

MAPICS PO #: \_\_\_\_\_

# JL French LLC

To: AND11

**Anderson Pump & Process**  
 21365 Gateway Court, Ste. 300  
 Brookfield, WI 53045

Phone: 262-784-3340  
 Fax: 262-784-9749

05-43000-2750 S-51



Ship To:  
 JL French LLC  
 4243 Gateway Drive  
 Sheboygan, WI 53081

## Purchase Order

Purchase Order Number	
P124175	
Date Ordered	Page Number
6/2/2009	3

This number must appear  
 on all invoices, shipping  
 papers, packages, and  
 correspondence

Bill To:  
 PO Box 1024  
 Sheboygan, WI 53082-1024

Phone: 920-453-4421

Fax:

Order Number	Payment Terms	Shipping Instructions	Buyer
9883		01	Brion, Kim

Crib/Bin Item #	Description Comment	Quantity Supplier No.	Price	Extension Promised	Filled Required
Special Manufacturer	MAPICS Number		UPC Code		Sales Tax

### EQUAL OPPORTUNITY / AFFIRMATIVE ACTION

The seller will comply with all provisions of Executive Order 11246 as amended, the provisions found in 41 C.F.R. sec. 60-250 (Veterans), and all relevant rules, regulations, and orders of the Secretary of Labor

### ROUTING INSTRUCTIONS

For Freight greater than 100# Call for instructions:

TAYLOR PLANT: Joan Schuttey 920-453-4386  
 GATEWAY: Ann Stone 920-453-4474  
 GLASGOW, KY: KARLA ADAMS 270-651-8334

FOR FREIGHT LESS THAN 100#S USE  
 UPS GROUND ACCOUNTS AS FOLLOWS:  
 GLASGOW - PRESTWICK - 1W8E04  
 GLASGOW - AMERICAN - 70A94X  
 NOVI - ALL - 1F9829  
 SHEBOYGAN - GATEWAY - 7XW228  
 SHEBOYGAN - TAYLOR - 588496

For any issues, please contact the buyer for further clarification. These new routing instructions supersede all prior routing instructions. JL French Receiving Department requires that all shipments to a JL French plant have the purchase order noted on the shipping documentation. JL French will return freight that is not accompanied by shipping documentation and the correct purchased order on it. JL French will do so at the suppliers expense. Suppliers are required to comply with QS 9000/TS 16949, ISO 14000, AND 100% delivery conformance requirements. Corrective action is required in the event of non-conformance.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

MAPICS PO #: \_\_\_\_\_

# JL French LLC

To: ANDH

Anderson Pump & Process  
21365 Gateway Court, Ste. 300  
Brookfield, WI 53045

## Purchase Order

Purchase Order Number	
P124175	
Date Ordered	Page Number
6/2/2009	5

This number must appear  
on all invoices, shipping  
papers, packages, and  
correspondence.

Phone: 262-784-3340  
Fax: 262-784-9749

Ship To:  
JL French LLC  
4243 Gateway Drive  
Sheboygan, WI 53081

Bill To:  
PO Box 1024  
Sheboygan, WI 53082-1024

05-43000-2750 S-51

6. **WARRANTIES.** In addition to its standard warranty and/or service guarantee, seller warrants that all services shall be performed in a good and workmanlike manner and that all goods supplied hereunder shall:

- (a) Be free and clear of all liens and encumbrances goods and merchantable title thereto being in the seller;
- (b) Be free from any defects in design, material or workmanship and of good and merchantable quality;
- (c) Conform to J.L. French's specifications or the sample approved by J.L. French, as the case may be, or be fit for the known purposes for which purchased hereunder, and;
- (d) Comply and have been produced, processed, delivered and sold in conformity with all applicable Federal, State or other laws, administrative regulations and orders.

Except for goods supplied in accordance with J.L. French's design seller also warrants that this sale or use of goods will not infringe or contribute to the infringement of any patent, copyright or trademark in the United States or elsewhere. The foregoing warranties shall survive inspection, delivery, use and payment and shall run in favor of J.L. French, its successors and assigns and its customers whether direct or indirect.

7. **REMEDIES.** In addition to all rights and remedies provided by law, if any goods ordered hereunder shall be found to be unsatisfactory, defective or inferior in quality or not to conform to J.L. French's specifications or any other requirements hereof (including sellers warranties), J.L. French may, at its option, retain such goods at an adjusted price, hold such goods at sellers risk and expense pending sellers specific instructions or return them to seller for replacement, credit or refund, as J.L. French shall direct. J.L. French shall be reimbursed by seller for all costs and expenses in connection with the storage, handling, packing and/or transporting of any such defective or otherwise nonconforming goods; and seller shall assume all risk of loss or damage in transit to goods returned by J.L. French pursuant hereto.

8. **INDEMNIFICATION BY SELLER.** Seller shall indemnify J.L. French, its successors, assigns and customers (whether direct or indirect), against any and all losses, damages and expenses (including attorneys fees and other costs of defending any action) which they, or any of them, may sustain or incur as a result of any claim of negligence, breach of warranty, strict liability in tort or based on any other theory of law in connection with the use of the goods furnished hereunder or as a result of any claim that the goods or services furnished by seller fail to conform to or comply with any Federal, State, or local laws, regulations or standards. Except for goods ordered in accordance with J.L. French's design or specifications, seller shall indemnify J.L. French, its successors, assigns and customers (whether direct or indirect), against any and all losses, damages, and expenses (including attorneys fees and other costs of defending any infringement action), which they or any of them may sustain or incur in any action alleging that the sale or use of the goods ordered hereunder infringe or contribute to the infringement of any patent, copyright or trademark in the United States or elsewhere.

9. **FAIR LABOR STANDARDS CERTIFICATE.** Seller hereby certifies that all goods furnished hereunder have been produced in compliance with all applicable requirements of sections 6, 7 & 12 of the Fair Labor Standards Act of 1938, as amended and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof, and in accordance with all applicable State and Federal Laws and regulations governing general conditions for Labor employed in the production of such goods.

10. **OSHA CERTIFICATION.** Seller, in accepting J.L. French's order, certifies that he is in compliance with the Occupational Safety and Health Standards Act of 1970 (OSHA) and the orders, rules and regulations issued pursuant thereto as in effect on the date of such acceptance.

11. **J.L. FRENCH DESIGNS.** All designs, sketches, blueprints, patterns, dies, tools and/or special appliances furnished or paid for by J.L. French shall be held by seller at sellers risk and expense, insured by seller against loss by fire and extended coverage, and shall be replaced by the seller if lost or destroyed. Such articles shall remain at J.L. French's property and be subject to J.L. French's disposition at any time. No use or disclosure of any such items supplied by J.L. French, or any design or production techniques revealed thereby shall be made without the prior written consent of J.L. French.

12. **ASSIGNMENT AND MODIFICATION.** Seller shall not assign or sublet the work done hereunder without the written consent of J.L. French; but this provision shall not restrict seller in the procurement of component parts or materials. No modification of this order may be made except by means of a formal change order issued by J.L. French's purchasing department, but J.L. French reserves the right to so cancel or modify this order (including without limitation the specifications, quantities and delivery dates) and any difference in the price or time for performance resulting therefrom shall be equitably adjusted or J.L. French may, at its option, terminate this contract if agreement on an equitable adjustment cannot be reached. Claims for equitable adjustment must be asserted by seller within ten (10) days of J.L. French's change order.

13. **CANCELLATION BY J.L. FRENCH.** J.L. French shall have the right to cancel this order without cause and J.L. French's liability for cancellation of this order without cause shall be limited to sellers actual cost for work and materials applicable solely to this order which shall have been expended when Notice of Cancellation shall be received by seller. J.L. French, may at its option, cancel this order without liability to seller (except for conforming shipments previously accepted by J.L. French) in the event seller shall cease to exist or become insolvent or the subject of bankruptcy or insolvency proceedings or shall commit a material breach in the performance of any part of its obligation hereunder.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

MAPICS PO #: \_\_\_\_\_