

Kingsystems

15011 Herriman Boulevard
Noblesville, Indiana 46060
Phone: 317-776-6823 1-800-642-5464
Fax: 317-776-6827

Purchase Order 028279-00

Vendor 000149

**To :
INDIANA STANDARDS LABORATORY
2919 SHELBY ST
INDIANAPOLIS IN 46203-2536
USA**

**Bill to :
King Systems
PO Box 55744
Indianapolis, IN 46205
OR
KingSystems@imagingoffice.com**

**Ship to :
King Systems
15011 Herriman Blvd
Noblesville IN 46060
United States**

Phone (317) 787-6578		Fax (317) 787-6580			
PO Date	Ship Via	FOB	Planner	Confirming to	Terms
03/14/2013	FEDERAL	3RD-PARTY			2% 10, NET 30
Item	Facility / Part / Rev / Description / Details	Vendor Quantity	Promised Delivery	Vendor Unit Cost	Extended Cost
1	DEFAULT - 1 Rev NS ST150 Gage Block Set	U/M EA Order Quantity:	1.00000 03/28/2013	105.00000	105.00
	Purchasing Category : Quality Repair & Maint Angie Snyder (QA)				
2	DEFAULT - 2 Rev NS KSC937 Pressure Gaguge	U/M EA Order Quantity:	1.00000 03/28/2013	35.00000	35.00
	Purchasing Category : Quality Repair & Maint Angie Snyder (QA)				
3	DEFAULT - 3 Rev NS KSC796 Pyrometer	U/M EA Order Quantity:	1.00000 03/28/2013	90.00000	90.00
	Purchasing Category : Quality Repair & Maint Angie Snyder (QA)				

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Item	Facility / Part / Rev / Description / Details	Vendor Quantity	Promised Delivery	Vendor Unit Cost	Extended Cost
4	DEFAULT - 4 Rev NS Certificates of Calibration	U/M EA Order Quantity: 2.00000	03/28/2013	15.00000	30.00
Purchasing Category : Quality Repair & Maint Angie Snyder (QA)					
Total Items Price					260.00
Sales Tax					0.00
Fixed Cost					0.00
Total PO Price					\$ 260.00
QUOTE # 2323					
PURCHASE ORDER INSTRUCTIONS					
Please keep us informed if you have any problems that could adversely affect our production schedule.					
Any change to specifications and/or pricing for the duration of the Purchase Order requires written approval by King Systems prior to any changes.					
King System's part numbers and purchase order numbers must be referenced on all packing slips, invoices and shipping documents.					
Material Safety Data Sheets must be provided on applicable product purchases.					
Prices are firm for the duration of this purchase order and cannot be changed without prior approval by King Systems Corporation.					
Vendor agrees to provide the full balance of product ordered on this purchase order.					
"Promised Delivery Date" on purchase order is the date the product is due to arrive at King Systems					
Any product that has an expiry date/use by date must have a minimum of 9 months shelf life or NO LESS THAN MINIMUM SPECIFIED ON THE PURCHASING SPECIFICATION remaining at the time it is received at King Systems.					
SHIPPING INSTRUCTIONS: Effective FEB. 18, 2013					
King Systems has chosen to have all in-bound and vendor initiated LTL and FTL shipments paid by King Systems Corporation to move through C.H. Robinson Worldwide Inc. (CHRW)					
SMALL PARCEL SHIPMENTS					
Ship orders 150 LBS or less via FedEx Ground, 3rd party on account number 299327574.					
Request FedEx Ground pick-up at www.fedex.com if there is no daily pick up with FedEx. Note: FedEx Ground is call or request today for pick-up the following business day. Do not ship air service unless specifically requested in writing.					
Enter dimensions for each package when shipping Federal Express services.					
Do not declare value or add insurance unless specifically requested in writing.					
LTL and FTL SHIPMENTS					
All FOB shipments: For all LTL and FTL shipments shipping at King Systems Corporation's expense, please contact C.H. Robinson Worldwide, Inc. Indianapolis Branch.					
Evan Luttrell or Brian Smith					
866-416-6722 x. 2183 or x.2126					
OR E-mail to kingsystems@chrobinson.com for both above contacts.					
C.H. Robinson will provide all BOL's for inbound LTL and FTL shipments shipping at King Systems Corporation's expense.					
NOTE					
King Systems Corporation will not be responsible for any handling fees or surcharges.					
Do not ship orders prepaid & add unless otherwise authorized in writing.					
Do not declare value on any shipments unless specifically requested in writing.					
INTERNATIONAL IMPORTS					
Refer to "SHIP VIA" and instructions noted on PO					
Terms and Conditions of Purchase REVISION DECEMBER 2011					
1. DEFINITIONS					
In these Terms and Conditions ("Conditions") the following expressions shall have the following meaning:					
1.1 "Buyer" shall mean King Systems Corporation.					
1.2 "Seller" shall mean the person, firm or company to whom the order is addressed.					

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1.3 "Goods" means the products, parts, components, goods, materials, articles or things described in the Order for supply to the Buyer.
1.4 "Services" means the services (if any) described in the Order to be performed by the Seller.
1.5 "Specifications" means the technical description or other requirements (if any) of the Goods or the Services contained or referred to in the Order.
1.6 "Order" means the order placed by the Buyer for the supply of the Goods and/or the performance of the Services.
1.7 "Contract" means the contract between the Buyer and the Seller consisting of the Order, these Conditions and any other documents (or parts thereof) specified in the Order.
1.8 "supply" shall where the context so permits include a sale, lease, hiring or loan of the Goods.
1.9 "Material" means all drawings, specifications (including the Specifications) and information supplied or loaned by the Buyer to the Seller in connection with the Contract.
1.10 "Equipment" means all jigs, tools, molds, patterns and other material supplied or loaned to the Seller or ordered by the Buyer from the Seller in connection with the Contract.
1.11 Words in the singular shall include the plural and vice versa. References to any gender shall include the others and references to legal persons shall include natural persons and vice versa.

2. GENERAL
2.1 These Conditions shall be deemed to be incorporated in the Contract and in the case of any inconsistency with any letter incorporating or referring to these Conditions or any quotation letter or form of contract sent by the Seller to the Buyer or any other communication between the Seller and the Buyer whatever their respective dates the provisions of these Conditions shall prevail unless expressly modified in writing and signed on behalf of the Buyer. Any concession made or latitude allowed by the Buyer to the Seller shall not affect the strict rights of the Buyer under the Contract. If in any particular case any of these Conditions shall be held to be invalid or shall not apply to the Contract the other Conditions shall continue in full force and effect. No variation to the order or these Conditions shall be binding unless expressly agreed in writing by the Buyer and signed on its behalf.
2.2 These Conditions apply to the Contract to the exclusion of any other, additional, different or conflicting terms that the Seller seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing. The Buyer hereby objects to and rejects any such terms.

3. ACKNOWLEDGEMENT
3.1 The Buyer shall be bound by its Order only if:
3.1.1 it is placed on its official order form; and
3.1.2 the Seller accepts in writing within three days of the date of the Order.
3.2 The Contract shall be effective when the Seller accepts the Order.

4. QUALITY AND DESCRIPTION
Without prejudice to any other rights the Buyer may have and in addition to all other warranties, express, implied or statutory, which may be applicable, the Seller warrants that the Goods and Services shall:
4.1 conform as to quantity, quality and description with the particulars stated in the Contract
4.2 be free from defects in design, material and workmanship
4.3 be of sound materials and workmanship.
4.4 strictly conform in all respects to the Specifications, drawings, instructions, data or the samples or patterns provided or given by either party.
4.5 be capable of any standard or performance specified in the Contract.
4.6 comply with all applicable laws, rules, regulations and orders.
4.7 not violate or infringe any third-party patent, trademark, copyright, trade secret or similar rights.
4.8 be free from all liens, security interests, licenses, encumbrances and other agreements affecting the rights in the Goods.
4.9 If the Order or Contract is for Services, that the same will be provided by qualified personnel reasonably skilled and trained in the performance of the Services and in a professional and workmanlike manner in accordance with general industry standards.

All warranties stated shall run to Buyer, its customers, successors, assigns and the users of the Goods or other deliverables into which the Goods may be incorporated.
All warranties set forth in this Contract, whether in this paragraph or otherwise, will survive inspection or acceptance of, payment for, use of the Goods and completion, termination or cancellation of the Contract.

5. INSPECTION TESTING AND SAMPLES
5.1 If so required by the Buyer, the Seller shall submit samples of the Goods or Services for the Buyer's approval before the Goods are delivered or the Services are performed (as the case may be). Such samples should be marked for identification by the Seller and will be retained by the Buyer until the Services are completed or the Goods have been delivered.
5.2 The Buyer or its representative shall be entitled to inspect and test the Goods during manufacture, processing or storage and the Services during performance and shall also be entitled during manufacture to inspect production. If the Buyer exercises this right the Seller, at its own expense, shall provide access to the premises of manufacture, process or storage, including the premises of any permitted sub-contractor. Notwithstanding any such inspection or testing or lack thereof, the Seller shall remain fully responsible for the Goods and any such inspection or testing or lack thereof shall not diminish or otherwise affect the Seller's obligations under the Contract.
5.3 If as a result of any inspection or test under paragraph 5.2 of this condition the Buyer or its representative is of the reasonable opinion that the Goods or Services do not comply with the Contract, or are unlikely on completion of manufacture, processing or performance to comply, the Buyer shall inform the Seller accordingly in writing and the Seller shall take such steps as may be necessary to ensure such compliance.
5.4 The Seller warrants that it has and will maintain an adequate quality control/assurance program with respect to the production and delivery of Goods and that it creates and maintains adequate quality control/assurance reports, certificates, affidavits, and other such records relating to the Goods. The Seller agrees that, upon request and at no additional charge, it will promptly furnish authenticated copies thereof, as well as applicable certificates of conformance and/or compliance acceptable to the Buyer, at the time of, or promptly after, delivery. Where requested, the Seller will provide a certificate of conformance with each delivery and/or a certificate of analysis with the Goods.
5.5 All Goods and other items supplied by the Seller will be inspected by the Buyer within a reasonable period of delivery in accordance with the Buyer's procedures. If any batch is rejected by the Buyer then without prejudice to any other of its rights the Buyer shall have the option at its absolute discretion:
5.5.1 to return the entire shipment to the Seller at the Seller's sole expense, or
5.5.2 to sort the entire shipment and return the rejected portion to the Seller, and the Buyer shall reimburse the Seller for all costs related to the foregoing.
Acceptance of any part of the Goods delivered shall not bind the Buyer to accept future shipments of non-conforming Goods, nor deprive the Buyer of the right to return non-conforming Goods already accepted.
5.6 The Seller will inform the Buyer in writing of any proposed changes to the Specification, Materials, Goods or Services, including but not limited to any qualified raw materials and validated manufacturing processes. The Seller shall allow a reasonable time for the Buyer to complete its evaluation of the proposal. Notwithstanding the foregoing, no changes shall be made without the Buyer's written approval to proceed.
5.7 In the event that approval for the proposed change is not given by the Buyer, then the Seller shall continue to supply according to the original Specification Goods or Services or the Buyer shall have the right to cancel the Contract under Condition 18.2.

6. DELIVERY
6.1 The Goods shall be properly packed and secured in such a manner as to reach their destination in good condition under normal conditions of transport and be capable of long term storage. The Goods shall be delivered by the Seller to the Buyer freight prepaid and the Services shall be performed at the place or places and in the manner specified in the Contract or as subsequently agreed in writing by the parties. Time of performance of the Seller's obligations hereunder shall be of the essence of the Contract.
6.2 The Buyer shall not be under any obligation to return or pay for returnable packaging, packing cases, skids, drums and other re-usable articles used for packaging the Goods.
6.3 If the Goods are not delivered or the Services not performed within the time specified in the Contract the Buyer shall be entitled to terminate the Contract immediately upon written notice.
6.4 Without prejudice to any other of the Buyer's rights, Goods not tendered in time to reach the Buyer by the date specified in the Contract shall, at the Buyer's option, be delivered by express service at the Seller's expense.
6.5 Unless otherwise agreed in writing by the Buyer, all deliveries must be made to the Buyer between 8.30 am and 3.00 pm Monday to Friday.
6.6 The Seller shall send to the Buyer on the days of tender for each shipment instruction(s) of tender and invoice(s) as may be indicated in the Contract. The Seller shall mark clearly the Buyer's order number, Buyer's item number, quantity, batch number, description, Seller's name and manufacturing date on the relevant consignment package(s), packing notes, advice notes, invoices, monthly statements and all other correspondence relating thereto. Any failure by the Seller to comply with the provisions of this paragraph may result in a delay in payment for, or rejection of, the Goods.
6.7 The Seller shall not deliver the Goods in installments without the Buyer's prior written consent. If the Goods are to be delivered or the Services are to be performed by installments the Contract shall be treated as a single Contract and not severable.
6.8 Unless otherwise agreed, the Seller shall off-load the Goods at the agreed delivery point at the Seller's costs and risk.
6.9 If the Seller delivers less than 100% or more than 110% of the quantity of the Goods ordered, the Buyer may reject the Goods and any rejected Goods shall be returnable at the Seller's risk and expense. If the Seller delivers more or less than the quantity of Goods ordered, and the Buyer accepts the delivery, a pro rata adjustment shall be made to the invoice of

7. STORAGE
If for any reason the Buyer is unable to accept delivery of the Goods at the time when the Goods are due and ready for delivery, the Seller shall if its storage facilities reasonably permit, store the Goods, safeguard them and take all reasonable steps to prevent their deterioration until their actual delivery.

8. BUYER'S MATERIAL AND EQUIPMENT
8.1 The Equipment and the Material shall be maintained in good condition by the Seller and the Seller shall indemnify the Buyer against any loss or damage thereto whilst the same are in the possession or control of the Seller.
8.2 Where the Goods are designed, created or otherwise developed specifically for the Buyer pursuant to the Contract, then all intellectual property rights therein or relating thereto (including, but not limited to, source files, materials, artwork, notes, working papers and illustrations related to the Goods or works based on or derived from the Goods and all other written compositions and related copyrightable materials prepared by the Seller in connection with the Goods) throughout the world (including, without limitation, patents, copyrights, design rights, registered designs, trademarks, service marks and know-how and the rights to apply for any of the foregoing) (the "Intellectual Property Rights") shall belong to the Buyer absolutely. The Seller hereby assigns the Intellectual Property Rights to the Buyer with the intent that upon the making or creation thereof the Intellectual Property Rights shall automatically vest in the Buyer. The Seller expressly acknowledges that any Goods designed, created or otherwise developed specifically for the Buyer may be considered a work for hire under the Copyright Act, 17 U.S.C. § 101 et seq. (the "Act") (for clarification purposes, this "work-for-hire" provision shall not apply to "off-the-shelf" goods), and in the event that title to the Goods, or any part or element thereof, does not by operation of law vest in the Buyer, or in the event that the Goods are found as a matter of law not to be a "work for hire" within the meaning of the Act, the Seller does hereby irrevocably sell, assign, transfer, grant and convey to the Buyer all of its worldwide right, title and interest (including but not limited to all copyrights, vested and contingent therein and by way of example and not limitation, reproduction, distribution and derivation rights, and past causes of action for infringement) in and to the Goods in perpetuity (or for the longest period of time otherwise permitted by law), including, but not limited to the exclusive worldwide right to administer and exploit all copyright in and to the Goods in all media and by any manner and means now known or hereafter devised.

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8.3 The Seller shall at the Buyer's request (and notwithstanding the termination of the Contract) sign and execute and procure the signature and execution of all such documents and do all such acts as the Buyer may reasonably require:

8.3.1 to vest the legal title in, apply for, obtain and maintain in force in the Buyer's sole name (unless it otherwise directs) the Intellectual Property Rights;

8.3.2 to resist any objection or opposition to obtaining, and any petitions or applications for a revocation of, any of the Intellectual Property Rights;

8.3.3 to bring any proceedings for infringement of any of the Intellectual Property Rights.

8.4 The Seller irrevocably undertakes that neither it nor any other person will assert against the Buyer or any third party any moral rights in or relating to the Intellectual Property Rights and warrants that all such moral rights are irrevocably waived and extinguished. For the purpose of this Condition 8 "moral right" shall have the meaning ascribed thereto by Chapter IV of Part 1 of the Copyright, Designs and Patents Act 1988 (or any statutory amendment or re-enactment thereof) and all rights similar or corresponding thereto subsisting in any other country of the world from time to time. The transfers and waivers set forth in this Section 8 apply to any use of the Goods whatsoever, and the Buyer retains sole discretion with regard to how and for what purposes, if any, the Goods are used or distributed.

8.5 To the extent Goods have been designed, created or developed specifically for Buyer, the Seller warrants and covenants that: (a) it has the right to assign the Intellectual Property Rights; (b) the Buyer shall receive, pursuant to this Contract, the complete and exclusive right, title and interest in and to all tangible and intangible property rights existing in the Goods; (c) the Goods are wholly original and the Goods have not been copied in whole or in part from any other works; and (d) the Goods or any versions or adaptations thereof have never been published or otherwise exploited anywhere throughout the world.

8.6 The Material and the Equipment shall only be used for the purpose of manufacturing and supplying the Goods or performing the Services for the Buyer and shall remain the absolute property of the Buyer at all times.

8.7 All containers, pallets and packing materials supplied by the Buyer to the Seller shall be maintained in good condition and shall remain the property of the Buyer at all times.

8.8 At the request of the Buyer, the Seller shall promptly return the Material and the Equipment and the containers, pallets and packing materials or part thereof to the Buyer.

8.9 Without prejudice to the Seller's liability under the foregoing paragraph of this Condition 8, the Seller shall maintain such insurance as the Buyer may stipulate in respect of the Material and the Equipment and as shall be necessary to cover the liability of the Seller and the Seller shall produce to the Buyer on demand either:

8.9.1 such policies of insurance and the receipts for all premiums paid thereunder, or

8.9.2 a current certificate of insurance from the insurers under such policies.

9. PASSING OF TITLE AND RISK

9.1 Risk of damage to or loss of the Goods shall pass to the Buyer on delivery to the Buyer in accordance with the Contract, unless otherwise agreed to by the Seller in its acceptance of the Order.

9.2 The title in the Goods shall pass to the Buyer on delivery to the Buyer in accordance with the Contract, unless otherwise agreed to by the Seller in its acceptance of the Order, but without prejudice to:

9.2.1 the passing of property at an earlier time under any statute or rule of law;

9.2.2 any right of rejection which may accrue to the Buyer whether under these Conditions or otherwise.

10. REJECTION

10.1 Goods will be received subject to inspection and approval by the Buyer after delivery. Upon inspection, the Buyer may give the Seller notice of rejection or revocation of acceptance, notwithstanding any payment, passage of title, approval, prior test or inspection. No inspection, approval, test, delay or failure to inspect or test, or failure to discover any defect or other non-conformance, will relieve the Seller of any obligations under this Contract or impair or waive any right or remedy of the Buyer with respect to the Seller's performance hereunder.

10.2 If, in the Buyer's reasonable judgment, the Goods do not conform with the requirements of this Contract, the Buyer will have the right to reject the Goods and, in addition to any other rights and remedies it may have, the Buyer may, in its sole discretion: (1) return any or all nonconforming Goods to the Seller for reimbursement, credit, replacement, or repair as the Buyer may direct; or (2) hold any or all nonconforming Goods, at the Seller's risk and expense, for disposal or correction according to Seller's instructions. Any Goods rejected by the Buyer and returned to the Seller will be returned, at the Seller's risk and expense, with the cost of packaging, handling, inspection, examination, transportation and any other costs incidental thereto to be charged to and paid by the Seller. Such Goods will not thereafter be tendered to the Buyer for acceptance unless the previous rejection and requirement of correction are disclosed to the Buyer in writing. All such nonconforming Goods that are so remedied will have the same warranty as stated in this Contract from the date of re-delivery.

11. PRICE AND PAYMENT

11.1 The price of the Goods or Services will be the price set out in the Purchase Order.

11.2 All Goods delivered to the Buyer or the Services performed during any month as per the Buyer's periodic calendar will be paid by the twentieth day of the second month following the month of the Buyer's receipt of the invoice and the Buyer shall be entitled to such discounts as may be stated in the Seller's quotation. The Seller shall send to the Buyer a Monthly Statement of Account quoting invoice numbers applicable to each item thereof. Without prejudice to any other right or remedy, the Buyer reserves the right to set off any amount owing at any time from the Seller to the Buyer against any sums payable to the Seller under the Contract.

11.3 The prices stated are exclusive of any applicable taxes but include the costs of packaging, insurance and transportation of the Goods. No extra charges will be added or be effective unless agreed in writing and signed by the Buyer. Any applicable taxes will be paid by the Buyer.

12. STATUTORY REQUIREMENTS; REGULATORY MATTERS; COMPLIANCE

12.1 The Seller agrees to comply with the applicable provisions of any federal, national, state or local law, and all orders, rules and regulations issued thereunder, whether now or hereafter in force, and any provisions, representations or agreements required thereby to be included resulting from acceptance of the Order are incorporated by reference. At all times during the term of the Contract, each party hereto and its officers, directors, managers, employees and agents shall comply with (i) the Foreign Corrupt Practices Act, which among other things prohibits the offering, promising or paying of bribes or monies, directly or through intermediaries, to government officials, politicians or political parties for the purpose of obtaining or retaining business; (ii) the Inter-American Convention Against Corruption, which among other things prohibits active bribery, passive bribery, transnational bribery, illicit enrichment, improper use of confidential information, the use of influence on public authorities for illicit personal gain, or the diversion of property or assets; (iii) all antitrust and/or price discrimination laws, decrees, rules, regulations, executive orders, procedures or policies of the United States or the United Kingdom; and (iv) any other anti-bribery or anti-corruption laws, orders, rules or regulations of the United States or the United Kingdom. Further, the Seller agrees to comply with the EEO Clause in Section 202 of Executive Order 11246, as amended, 41 CFR 60-250 and 41 CFR 60-741, as amended, which are incorporated herein by specific reference.

12.2 The Seller guarantees that no article shipped pursuant to this Order is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, or is an article which may not under the provisions of §404 or §505 of that Act be introduced into interstate commerce. The Seller will comply with all relevant ASTM and ISO standards.

12.3 The Seller shall permit representatives of the Buyer to enter the Seller's premises at any reasonable time to inspect relevant manufacturing, regulatory and quality records and to observe the manufacturing process to confirm compliance with the terms of this Order (and any associated Contract or quality agreement).

12.4 The Seller will notify the Buyer promptly in writing of any government inspection that is scheduled or initiated at its facility that impacts the Goods or Services provided by the Seller under this Contract. The Seller will provide details of any inspection that has the potential to impact the Seller's obligations hereunder.

12.5 If the Seller, either as principal or by agent or employee, enters upon the property of the Buyer, the Seller agrees to comply with the Buyer's rules and regulations, including its environmental, health, safety and security rules and regulations.

12.6 If any Goods are to be delivered into any other country, the Seller will be responsible for strict compliance with all legal, regulatory and administrative requirements associated with any importation or exportation of such Goods, including obtaining any required licenses or approvals and, unless otherwise agreed between the parties elsewhere in this Contract, the payment of all associated duties, taxes and fees.

12.7 The Seller agrees to immediately notify the Buyer of any actual or possible safety problems in or with the Goods delivered hereunder. The Seller also agrees to give the Buyer reasonable advance notice of potential material shortages, labor disputes, insolvency or other matters that might delay or interfere with its performance of this Contract; which notice shall not prejudice any of the Buyer's rights hereunder or excuse the Seller's performance hereunder.

12.8 The parties hereby certify that this agreement is not intended to violate the Anti-Kickback Statute, 42 U.S.C. 1320-7b(b). The Buyer represents and warrants that neither it nor any of its affiliates, officers, directors, subcontractors, agents or employees have ever been debarred, excluded, or suspended by the Office of Inspector General of the Department of Health and Human Services, or from federal or state procurement programs, or convicted of a criminal offense with respect to health care reimbursement.

13. ASSIGNMENT AND SUB-CONTRACTING

The Seller shall not, without prior written consent of the Buyer, assign, transfer or sub-contract the Contract or any of its rights or obligations thereunder to any other person, firm or company.

14. BANKRUPTCY OR LIQUIDATION

14.1 The Buyer may terminate this agreement immediately upon notice to the Seller in the event the Seller becomes insolvent, makes an assignment for the benefit of creditors, files bankruptcy, has a receiver appointed or has a petition seeking bankruptcy relief filed against it.

14.2 The exercise of any of the rights granted by the Buyer under paragraph 14.1 hereof shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Buyer.

15. REMEDIES

Without prejudice to any other remedies of the Buyer (including the right to reject Goods under paragraph 10), the Seller shall as soon as reasonably practicable repair or replace all Goods which are or become defective during a period commencing on the date of delivery and terminating 12 months after this date where such defects occur under proper usage. Repairs and replacements shall themselves be subject to the foregoing obligations for the same period. If any Services are found to have been performed defectively within 12 months of the date of their performance the Seller shall forthwith upon notice thereof re-perform the same PROVIDED THAT if the Services shall comprise the performance of work on the Buyer's own goods the warranty given by the Seller hereunder in respect of the Goods shall apply thereto.

16. INDEMNITY; LIMITATION OF LIABILITY

16.1 The Seller shall indemnify, protect, defend and hold harmless the Buyer and its affiliates and their respective successors, assigns, owners, officers, directors, employees, representatives and agents from and against all judgments, liabilities, claims, demands, costs, charges, damages, penalties, fines, losses and expenses (including reasonable attorneys' fees) arising out of or in any manner connected with:

16.1.1 the negligent or willful acts or omissions of the Seller, its servants, agents or contractors in supplying, delivering and installing the Goods or performing the Services;

16.1.2 the breach of any provision of or warranty in the Contract by the Seller;

16.1.3 any defects in the workmanship, materials or design of the Goods or their packaging;

16.1.4 any infringement or alleged infringement of any Intellectual Property Rights for or relating to the Goods or the Services unless such infringement has occurred directly as a result of any specification supplied by the Buyer in writing;

16.1.5 the production and delivery of, or any defect in, Goods supplied hereunder, whether caused by the Seller, a supplier of Seller or employees or invitees of either of them.

16.2 IN NO EVENT SHALL THE LIABILITY OF THE BUYER TO THE SELLER ON ALL CLAIMS OF ANY KIND, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF THE PERFORMANCE, NON-PERFORMANCE OR BREACH OF THIS AGREEMENT BY THE BUYER EXCEED THE TOTAL COMPENSATION PAID BY THE BUYER TO THE SELLER HEREUNDER, EXCEPT FOR THIRD PARTY CLAIMS OR AS LIMITED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR

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USA**

**Bill to :
King Systems
PO Box 55744
Indianapolis, IN 46205
OR
KingSystems@imagingoffice.com**

**Ship to :
King Systems
15011 Herriman Blvd
Noblesville IN 46060
United States**

SIMILAR DAMAGES.

17. INSURANCE

The Seller agrees to maintain the following types of insurance: worker's compensation, employers' liability insurance and commercial general liability insurance (including, without limitation, products liability coverage) in amounts consistent with industry standards and with a reputable insurance company. Upon the Buyer's request, the Seller will provide the Buyer with written certification, reasonably acceptable to the Buyer, of the Seller's compliance with the requirements listed in this paragraph. The insurance requirements in this paragraph are separate and distinct from any other obligations of the Seller contained herein, and neither the issuance of any insurance policy nor the minimum limits specified herein will be deemed to limit or restrict in any way the Seller's liability arising under this Contract.

18. FORCE MAJEURE

The performance by the Buyer of any of its obligations under the Contract shall be deemed suspended in so far as such performance is prevented or hindered by any circumstances beyond its reasonable control including, but not limited to natural disasters, government actions, strikes, lock-outs, accidents, war, fire, reduction in or unavailability of power, or breakdown of plant or machinery. If the cause of such suspension shall continue for more than two months either party shall have the right to terminate the Contract upon giving not less than seven days' notice to the other and the only liability of the Buyer shall be to pay the Seller for the Goods received by the Buyer and/or the Services performed prior to the date of such suspension.

19. CANCELLATION/TERMINATION

19.1 The Buyer shall have the right to vary the quantity of Goods ordered or the nature of the Services performed and to cancel future supplies of Goods or Services upon giving to the Seller not less than thirty (30) days written notice thereof. The Buyer shall have no liability other than to pay for the Goods delivered or Services performed prior to the expiration of the notice and for any raw materials purchased with the Buyer's consent. Any such raw materials will then become the property of the Buyer and should be delivered in accordance with these Conditions.

19.2 Notwithstanding paragraph 19.1 of this Condition, if the Seller shall be in default or commit any breach of its obligations hereunder then the Buyer without prejudice to any other rights or remedies may immediately by written notice terminate each and every Contract between the Buyer and the Seller without incurring any liability by reason of such termination.

19.3 Upon termination in connection with paragraph 19.2 of this Contract, the rights and liabilities of the Buyer and the Seller shall be the same as if the Seller had repudiated the Contract and the Buyer had by its notice of termination elected to accept such repudiation. Any termination or suspension of the Order shall not prejudice any rights which may have accrued to either party hereunder.

19.4 The Buyer may cancel this Contract, in whole or in part, if the Goods or Services are, in Buyer's judgment, non-conforming or defective or not delivered as scheduled, or if Seller fails to comply with or fulfill any of the terms and conditions of this Contract or if, in the Buyer's opinion, the credit or ability of the Seller to perform this Contract becomes impaired, whereupon the Buyer will have the continuing right to obtain Goods or Services from another source with any resulting increase in cost thereof charged to and paid by the Seller, all without prejudice to any other rights or remedies of the Buyer and in addition thereto.

20. LAW OF CONTRACT

The Contract shall in all respects be governed by and construed in accordance with the law of the State of Indiana and shall be deemed to have been made in the State of Indiana and the parties agree to submit to the non-exclusive jurisdiction of the Courts of the State of Indiana. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and does not apply to this Contract.

21. HEADINGS

The headings in these Conditions are intended for reference only and do not affect their construction.

22. WAIVER; REMEDIES

The Buyer's failure to assert any right or delay in such assertion is not a waiver of such right or any other right. Any remedies provided herein to the Buyer are cumulative and in addition to any other remedies provided in law or equity or by statute.

23. CONFIDENTIALITY; NO PUBLICITY

The Seller shall keep in confidence and not disclose to any third party, without the prior written consent of Buyer, any information related to negotiation, details or terms of the Order, these Conditions or the Contract; the Goods, Services, Materials and Equipment; Seller's relationship with Buyer; and any proprietary or confidential data, designs or other information supplied by or on behalf of, Buyer. Upon Buyer's request any data, designs or other information furnished to Seller (and copies thereof) shall be returned to Buyer. The Seller shall ensure that its officers, employees, agents, representatives and permitted subcontractors comply with the foregoing obligations. These obligations shall survive any termination of the Contract.

24. INDEPENDENT CONTRACTOR

The parties hereto are independent contractors and shall not be deemed to be partners, joint venturers, employer-employee or agents.

25. ENTIRE AGREEMENT; AMENDMENT

These Conditions, the Order and the Contract constitute the entire agreement between the parties with respect to the subject matter hereof and supersede any other understandings, agreements or discussions between the parties. The Contract, including these Conditions, may not be modified, changed or amended except by a written agreement signed by both parties.

ISSUED DECEMBER 2011