

ACKNOWLEDGMENT

HEWLETT  PACKARD

SHIP TO  
 HALL, JR, H. TRACY  
 24 GARDEN ST  
 REDWOOD CITY CALIFORNIA 94063

FOR INQUIRIES  
 PLEASE REFER TO

ORDER NUMBER  
**610537457**

M/  
 F

INVOICE TO  
 HALL, JR, H. TRACY  
 24 GARDEN ST  
 REDWOOD CITY CALIFORNIA 94063

CONTACT YOUR HP SALES OFFICE

AT THIS ADDRESS:  
 ADVANCED PRODUCTS  
 10900 WOLFE ROAD  
 CUPERTINO CA 95014

SOLD TO  
 HALL, JR, H. TRACY  
 24 GARDEN ST  
 REDWOOD CITY CALIFORNIA 94063

PHONE (408) 996-0100

ORDER DATE	CUSTOMER ORDER NUMBER	GOVERNMENT CONTRACT NUMBER	H. P. GSA	H. P. PURCH.
18 JUN 3	EMPLOYEE # 00535			
DATE	TERMS	SHIP VIA INSTRUCTIONS	RATING	REQ. DATE
22 JUN 3	NET/30			

50

PAGE

01

ITEM NO.	QUANTITY	PRODUCT NUMBER	DESCRIPTION	PRICE	APPROX SHIP DATE
0100	1	45A	POCKET CALCULATOR	39500	10AUG3
	1	99	DISCOUNT	-11850	
			PLUS TAX		

*Dad - looks like shipment is going to be almost a month later than they told me over the phone*

**ACKNOWLEDGMENT**

*DO NOT REMIT*

*Sorry*

*Tracy Jr.*

~~39500  
 - 11850  
 27650  
 tax (5%)  
 13825~~

~~27650  
 - 15833  
 11817~~

TERMS & CONDITIONS (April 1971) (A-9326-9016-1, Rev. D)

**TERMS:** Net 30 days from invoice date subject to the approval of our credit department at the time of shipment. Unless otherwise specified, payment will be due on partial deliveries by Buyer.

**DELIVERY:** We will make every reasonable effort to effect shipment on or before the estimated delivery dates set forth on our quotation and as confirmed in our acknowledgment to your order. We are not liable for delays due to causes beyond our reasonable control.

**SHIPMENT:** All prices are f.o.b. place of shipment unless otherwise noted. If requested, transportation charges will be prepaid and will be added to the invoice as a separate charge to be paid by the Buyer. In the absence of specific instructions, Hewlett-Packard Company will ship by the most appropriate method.

**ACCEPTANCE:** If order contains provisions inconsistent with the provisions of our proposal or acknowledgment, Hewlett-Packard Company provisions shall prevail unless we expressly agree to a specific exception. Clerical errors are subject to correction. All verbal orders and change orders must be confirmed in writing before they can be accepted.

**WARRANTY:** All Hewlett-Packard products are warranted against defects in materials and workmanship. The period of coverage is specified in the Operating and Service Manuals provided with each product. We will repair or replace, at our option, products which prove to be defective during the warranty period. No other warranty is expressed or implied. We are not liable for consequential damages.

Instructions for recommended procedure to receive prompt attention for warranty service should be obtained from the local Hewlett-Packard field office.

**PATENTS:** The Buyer shall hold the Seller harmless against any expense or loss resulting from infringement of patents or trademarks from compliance with Buyer's designs or specifications or instructions.

Except as otherwise provided in the preceding sentence, the Seller shall defend any suit or proceeding brought against the Buyer so far as based on a claim that any product, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Seller's expense) for the defense of same, and the Seller shall pay all damages and costs awarded therein against the Buyer. In case said product, or any part thereof, is in such suit held to constitute infringement and the use of said product or part is enjoined, the Seller shall, at its own expense, either procure for the Buyer the right to continue using said product or part, or replace same with non-infringing products; or modify it so it becomes non-infringing; or remove said product and refund the purchase price and the transportation and installation costs thereof. The foregoing states the entire liability of the Seller for patent infringement by the said products or any part thereof.

**TAXES:** Unless otherwise stated, all prices are exclusive of state and local use, sales and similar taxes. Such taxes when

applicable will appear as separate additional items on our invoices.

**ADDITIONAL TERMS:** If the order references a government contract number or is certified under DMS Regulation No. 1 or BDSA No. 2, the following terms which appear in the Armed Services Procurement Regulations shall apply:

**Additional Terms and Conditions**

**INSPECTION:** All articles shall be subject to inspection by the Buyer, to the extent practicable at all times and places, including the period of manufacture, and in any event prior to acceptance. (ASPR 7-103.5(a), May 1958).

**PACKING:** Unless a preferred packing method is provided elsewhere in the order, all articles shall be packaged and packed for shipment and storage in accordance with the best commercial practices. All packing will conform to requirements of carriers' tariffs.

**The following ASPR Clauses are incorporated by reference:**

1. Changes — ASPR 7-103.2
2. Inspection — ASPR 7-103.5(a)
3. Title and Risk of Loss — ASPR 7-103.6
4. Disputes — ASPR 7-103.12(a)
5. Renegotiation — ASPR 7-103.13(a)
6. Officials not to Benefit — ASPR 7-103.19
7. Covenant Against Contingent Fees — ASPR 7-103.20
8. Notice and Assistance Regarding Patent and Copyright Infringement — ASPR 7-103.23 (9-104)
9. Stop Work Orders — ASPR 7-105.3
10. Notice to the Government of Labor Disputes — ASPR 7-104.4
11. Excess Profit (Vinson-Trammell Act) — ASPR 7-104.11(a)
12. Military Security Requirements (when applicable) — ASPR 7-104.12(a)
13. Examination of Records — ASPR 7-104.15
14. Gratuities — ASPR 7-104.16
15. Priorities, Allocations and Allotments — ASPR 7-104.18
16. Quality Program — ASPR 7-104.28
17. Termination for Convenience of the Government — ASPR 8-701(a) (7-103.21)
18. Default — ASPR 8-707 (7-103.11)
19. Federal, State and Local Taxes — ASPR 11-401.1(c) (7-103.10)
20. Convict Labor — ASPR 12.203 (7-104.17)
21. Contract Work Hours Standards Act — Overtime Compensation — ASPR 12-303 (7-103.16)
22. Equal Opportunity — ASPR 12-804 (7-103.18)
23. Walsh-Healy Public Contracts Act — ASPR 12-605 (7-103.17)
24. Buy American Act — ASPR 6-104.5 (7-104.3)
25. Utilization of Small Business Concerns — ASPR 1-707.3(a) (7-104.14)
26. Utilization of Concerns in Labor Surplus Areas — ASPR 1-805.3(a) (7-104.20)