

KENNAMETAL INC.
Latrobe, Pa. 15650

KENNAMETAL INVOICE ORIGINAL

"We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."

CUSTOMER'S ORDER NO. - DATE VBL TRACY 6-25-73	REQ. NO.	DISTRICT 55	SALESMAN 143	CODE NO. 400337	INVOICE DATE 8-17-73	INVOICE NO. N32015	
SHIP TO H. TRACY HALL, INC. P.O. BOX 7533 UNIVERSITY STATION PROVO, UT 84601 (SAME AS "SHIP TO" UNLESS OTHERWISE INDICATED)				DISTRICT ORDER NO. 306D10 382		OUR ORDER NO.	
				PACKED BY		CHECKED BY	
				NO. PKGS. 1		WEIGHT 3#8	
				SHIPPED VIA <input checked="" type="checkbox"/> PARCEL POST		Air - 3.03	
				SHIPPED FROM		Pop. wheel. 50	
F.O.B. - SHIPPING POINT - FRT. ALL. FOR PARCEL POST R.E.A. EXPRESS, MOTOR & RAIL FREIGHT SHIPMENTS.				TERMS CHECKED (X) APPLY ENTIRE ORDER. <input checked="" type="checkbox"/> A. Net 30 Days <input checked="" type="checkbox"/> B. 1% 10th & 25th Net 30 Days	SHIPPING DATE 8-14-73		

ITEM NO.	DESCRIPTION	PROD. CLASS CODE	C O D E	QUANTITY ORDERED	BALANCE DUE	QUANTITY SHIPPED	UNIT PRICE	AMOUNT
6	NT 3R *KIH	122-04-2903		2	0	0		
7	B 1108	006-00-1006		1	0	1	56.00	56.00
8	B 1503	015-00-0403		1	0	0		
								56.00
								4% Utah S. Pay 2.24
								58.24
								Postage 3.03
								61.27
								disc .61
								<u>60.66</u>

PAID # 264
21 Aug 1973

IMPORTANT—Mail Remittance to:
 KENNAMETAL INC., P.O. BOX 80080
 WORLDWAY POSTAL CENTER, LOS ANGELES, CA 90080
 (D-U-N-S 00-290-9810)

“(I hereby certify that amounts invoiced herein do not exceed the lower of (1) the contract price, or (2) maximum levels established in accordance with Executive Order 11627 dated Oct. 15, 1971.”

KENNAMETAL INC.

CONDITIONS

1. The terms and conditions set forth herein constitute the entire agreement between the parties and no modification hereof shall be effective unless made in writing and signed by both parties. If terms or conditions are contained herein which are additional to or different from the Buyer's order, this shall be effective as an acceptance of that order only if such additional or different terms or conditions are included in the agreement and they shall be so included if not objected to in writing by the buyer within ten (10) days from date of receipt hereof.
2. Invoices for material delivered under this order are payable only in U. S. funds which are accepted at par by our depositories. Seller may from time to time demand different terms of payment from those specified herein whenever it reasonably appears that Buyer's financial condition requires such change, and may demand assurance of Buyer's ability to pay whenever it reasonably appears that such ability is in doubt. Seller may suspend production, shipment or delivery until such arrangements are made.
3. Unless otherwise stated, prices are net, F.O.B. point of shipment, and are subject to change without notice. Also, unless otherwise stated, freight or other transportation charges will be allowed with respect to shipments made within the continental United States only where the shipment is subject to the Seller's right to select the agency of transportation. Seller shall not be responsible for storage, transportation, or similar charges incurred at destination. No cash discounts or other discounts for prompt payment are offered unless specifically stated on the face hereof.
4. To the extent legally permissible, all present and future excise levies or taxes imposed by any Federal, State, foreign, or local authority which Seller may be required to pay or collect, upon or with reference to the sale, purchase, transportation, delivery, storage, use, or consumption of products or services, including taxes upon or measured by the receipts therefrom (except net income and equity franchise taxes), shall be for the account of Buyer.
5. Delivery dates are approximate and estimated, and are based on prompt receipt of all necessary information from the Buyer. Seller may make partial shipments of any one or more items covered by the quotation or acknowledgment, and may ship from any location it may select.
Seller shall not be liable for any loss, damage, detention or delay resulting from causes beyond its reasonable control, including (without limiting the generality of the foregoing) fire, explosion, flood, strike or other difference with workmen, shortage of utility, facility, material or labor, delay in transportation, breakdown or accident, riot, insurrection, civil or military authority, or governmental controls, restrictions or regulations. Seller shall have the right to apportion its production among its customers in such manner as it may consider to be equitable.

6. Seller warrants that the goods to be supplied hereunder will conform to the description on the face hereof; that it will convey good title thereto; and that such goods will be merchantable. There is no warranty that the goods shall be fit for any particular purpose, nor is there any other warranty, express or implied, except such as is expressly set forth herein. Seller shall not be liable to Buyer or any other person for loss or damage directly or indirectly arising from the use of the goods, from breach of any warranty or from any other cause, the exclusive remedy against the Seller being to require replacement or repair of defective goods, or the repayment of the purchase price upon return of the goods. Goods may be returned at the cost of Seller only after inspection and approval by Seller and upon receipt by Buyer of definite shipping instructions from Seller. Every claim on account of defective goods, short count, or for any other cause, shall be deemed waived by Buyer unless made in writing within thirty (30) days from the date of shipment of goods to which such claim relates.

7. No licenses or other rights are granted or implied by the sale contemplated hereby under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed, but the foregoing shall not be understood to limit in any way the right of Buyer to use and sell merchandise covered by this order. If the goods are to be prepared or manufactured according to Buyer's specifications, the Buyer shall indemnify the Seller against any liability for patent or trademark infringement on account of such preparation or manufacture.

8. Unless we are otherwise instructed, the allowance for over-shipment and under-shipment shown below will prevail on all orders for non-stock or blueprint items.

No. of Pieces Ordered	1-4	5-9	10-24	25-49	50-99	100 or over
Plus or minus allowance	0	1	2	3	5	5%

9. This order may be performed and all rights hereunder against Buyer may be enforced by Seller or by any one or more of the corporations subsidiary to or affiliated with Seller or in part by Seller and in part by one or more of said subsidiary or affiliated corporations.
10. Any clause required to be included by the Seller in a contract or agreement of this type by any applicable law or administrative regulation having the effect of law shall be deemed to be incorporated herein.
11. Waiver by Seller or Buyer of any breach of these provisions shall not be construed as a waiver of any other breach.

CUSTOMER'S ORDER NO. - DATE VBL TRACY 6-25-73	REQ. NO.	DISTRICT 55	SALESMAN 14	CODE NO.	
---	----------	-----------------------	-----------------------	----------	--

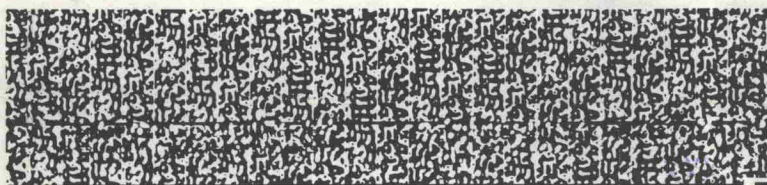
S
H
I
P
T
O
H. TRACY HALL, INC.
P.O. BOX 7533 UNIVERSITY STATION
PROVO, UT 84601

DISTRICT ORDER NO. 306 DN 382	OUR ORDER NO.
---	---------------

PACKED BY	CHECKED BY OTB
-----------	--------------------------

NO. PKGS. 1	WEIGHT 34.8
-----------------------	-----------------------

CONTENTS - MERCHANDISE
 FOURTH CLASS MAIL
 POSTMASTER: THIS PARCEL MAY BE OPENED FOR POSTAL
 INSPECTION IF NECESSARY. RETURN POSTAGE GUARANTEED.



SHIPPED VIA <input checked="" type="checkbox"/> PARCEL <input type="checkbox"/> POST	Air
--	------------

SHIPPED FROM 4th. Warehouse

SHIPPING DATE 8-14-73

ITEM NO.	DESCRIPTION	PROD. CLASS CODE	QUANTITY ORDERED	BALANCE DUE	QUANTITY SHIPPED
6	NT 3R *K4H	122-04-2903	0	0	0
7	B 1108	006-00-1006	1	0	1
8	B 1503	015-00-0403	0	0	0

S 14A 1/68

PLEASE CHECK CONTENTS CAREFULLY — In the event of shortage or damage, notify carrier as well as ourselves IMMEDIATELY, and RETURN this sheet to us with complete details.

TYPED BY 5PNB11	DATE ENTERED 7-3-73	CUSTOMER'S ORDER NO. - DATE VBL TRACY 6-25-73	REQ. NO.
---------------------------	-------------------------------	---	----------