

50¢

**No. 1334**

Provo, Utah, 1/19 1977

From \_\_\_\_\_ Teamster on

For Tracy Hall

Gross Weight 5,450 Car No. \_\_\_\_\_

Fare " 4580 No. Sacks pick-up

Net " 870 Kind \_\_\_\_\_

**Utah Timber & Coal Co.**

By DS, Clerk  
N.C.P.Co.

UTAH TIMBER & COAL CO

FAIRBANKS SCALES

JAN 19 1971

**THIS MEMORANDUM**

is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record. RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading,

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

CONSIGNEE TO NAPCO INDUSTRIES

DESTINATION STREET, CITY & STATE 1600 South Second St., HOPKINS, MINNESOTA ZIP \_\_\_\_\_

FROM H. TRACY HALL SHIPPER'S OR REQ. NUMBER 1-9319

ADDRESS 1711 N. LAMBERT LN. PROVO, UTAH ZIP 84601 DATE 19 JAN 1972

ROUTING **IML** FREIGHT, INC. TO \_\_\_\_\_ DELIVERING CARRIER \_\_\_\_\_ VEHICLE OR CAR NUMBER \_\_\_\_\_

\*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

NUMBER PIECES	KIND OF PACKAGE, DESCRIPTION OF ARTICLES SPECIAL MARKS, AND EXCEPTIONS	*WEIGHT (SUBJECT TO CORRECTION)	VEHICLE OR CAR NUMBER	
			RATE	EXTENSION
24	BOXES STAINLESS STEEL TUBES	870		

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

IF CHARGES ARE TO BE PREPAID WRITE HERE "TO BE PREPAID."

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:  
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

SHIPPER'S SIGNATURE H. Tracy Hall C.O.D. FEE TO BE PAID BY  SHIPPER  CONSIGNEE C.O.D. AMOUNT \_\_\_\_\_

The agreed valuation on household goods or personal effects does not exceed 10¢ per lb. per article, unless otherwise specified.

The above articles are properly described, packed, marked, and are in proper condition for transport according to regulations prescribed by I.C.C. and C. of C.G. PER \_\_\_\_\_ TOTAL CHARGES \_\_\_\_\_

PER **IML** FREIGHT, INC. PER [Signature] PC. 54 DATE 1-19-72

H. TRACY HALL, Ph.D.  
CONSULTING CHEMIST  
1711 North Lambert Lane  
PROVO, UTAH

*2<sup>nd</sup> notice mailed 9 Mar 1972*

*INVOICE*  
~~PACKING LIST~~

*19*  
13 Jan 1972

Shipped to NAPCO INDUSTRIES  
1600 South Second Street  
Hopkins, Minnesota

Purchase Order 1-9319

Part Number 10865394

Box Number 1-24 of 24 boxes

Contents: 50 Stainless steel tubes per box

*\$ 200.00 TOTAL*

*H. Tracy Hall*

*Shipped via IML FREIGHT Jan 19, 1972  
870 lbs. gross weight*



H. TRACY HALL, Ph.D.  
CONSULTING CHEMIST  
1711 North Lambert Lane  
PROVO, UTAH

PACKING LIST

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Part Number 10865394

Box Number 1-24 of 24 boxes

Contents: 50 Stainless steel tubes per box

870#

shipped 19 Jan 1972

IML



# NAPCO INDUSTRIES, INC.

MINNEAPOLIS, MINN.

POST OFFICE BOX 570 • MINNEAPOLIS, MINNESOTA 55440

CABLE ADDRESS: NORAUTO

KE 2

DATE OF ORDER 1-7-72	PURCHASE ORDER NO. <b>1- 9319</b>
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TO • H. Tracey Hall 339100  
 • P.O. 533  
 • University Station  
 • Provo, Utah 84601

**NO MATERIAL WILL BE ACCEPTED UNLESS ALL PACKAGES, PACKING SLIPS, DELIVERY TICKETS, BILLS OF LADING SHOW ABOVE ORDER NUMBER.**

SHIP TO • 1600 South Second Street  
 • Hopkins, Minnesota

**OUR PART NUMBER MUST APPEAR ON ALL INVOICES AND ALL PACKING SLIPS**

ITEM NO.	QUANTITY	MANUFACTURER'S PART NO.	DESCRIPTION	UNIT PRICE	TERMS		
					10TH % PROX.	25TH % PROX.	20TH % PROX.-OTHER
F.O.B.			VIA Best				
1	1200	10865394	Stainless steel tubes  Delivery: immediate	200.00/lot			
<b>This order (is/ is not) tax exempt - See Reverse Side</b>							

THIS ORDER IS GIVEN AND ACCEPTED, SUBJECT TO TERMS AND CONDITIONS AS STATED ON THIS AND THE REVERSE SIDE.

**ACKNOWLEDGMENT COPY  
 ATTACHED MUST BE RETURNED  
 AT ONCE WITH PRICES**

BY

Wally Doble

PURCHASING AGENT

**ORIGINAL - VENDOR**



# EXEMPTION CERTIFICATE

The undersigned hereby certifies that the articles specified in the purchase order are to be used as material in the manufacture or production, or as a component part of, a taxable article or taxable articles enumerated in Chapter 32 of the Internal Revenue Code and/or by the export of the material with proper evidence as required by the United States Treasury Department's Regulation 46, Sec. 316.26' (1) (2) (3) or (4).

## TERMS AND CONDITIONS

4. **GOVERNMENT - FURNISHED PROPERTY** - If this Purchase Order provides for Government-furnished property, the respective rights and duties of NAPCO and the Seller shall be in accordance with Subsections (b) to (k) of Section 13-702 of the Armed Services Procurement Regulations. This clause shall not be construed as relieving the Seller from liability for loss or destruction of or damage to the Government-furnished property while in its possession or control. Notwithstanding any provision of said Section 13-702 to the contrary, Seller shall be liable for the return of all Government-furnished property in as good condition as when received, except for reasonable wear and tear or for utilization of the property in accordance with the provisions of the Purchase Order.

5. **GOVERNMENT TOOLING** - Unauthorized use of Government-owned Production Equipment and/or Special Tooling which results in any rental charges by the Government to NAPCO shall be cause for same charges to be reimbursed by the Seller to NAPCO.

6. **CONTRACTS** - No agreement or other understanding in any way modifying the provisions of this order will be binding upon the Buyer unless made in writing and signed by an authorized representative of the Buyer.

7. **PRICES** - Except as otherwise provided in this Purchase Order, the Purchase Order price includes all applicable federal, state and local taxes and duties; and this order is not to be filled at a higher price than last charged or quoted unless Buyer agrees in writing to accept delivery at such higher prices.

8. **ACCEPTANCE** - This purchase order becomes a binding contract on the terms and conditions set forth herein when it is accepted either by acknowledgment or by performance.

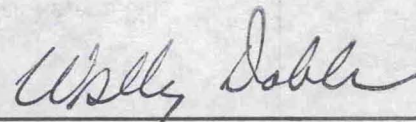
9. **TERMS** - Any terms and conditions of the seller, which may be in conflict with the terms and conditions specified in this order are invalid. This order must be accepted only upon the terms and conditions specified in this order. Buyer's choice is to pay all discount invoices dated in any one month on the 10th proximo, deducting the maximum cash discount. As an alternative on invoices bearing terms Discount in 10 days - Buyer chooses to pay 10 day discount invoices dated from the 1st to the 15th of the month on the 25th of the same month and 10 day discount invoices dated from the 16th to the 31st of the month on the 10th proximo, deducting the maximum cash discount. Buyer's choice on the payment of net invoices dated in any one month is to pay them on the 20th proximo. Invoices lacking terms will be discounted on 2% - 10th proximo basis.

10. **CONSIGNED PROPERTY** - Unless otherwise provided in this Purchase Order or in any other agreement between Buyer and Seller, all supplies, materials, facilities, tools, jigs, dies, fixtures, patterns and equipment furnished to Seller by Buyer to perform this Purchase Order shall remain the property of Buyer and Seller shall bear the risk of loss or of damage to such property, normal wear and tear excepted. Such property, at all times, shall be properly housed and maintained by Seller; shall be deemed to be personally; shall be marked "Property of NAPCO Industries, Inc." by Seller; shall not be commingled with the property of Seller or with that of a third person; shall not be removed from Seller's premises without Buyer's prior written approval, and shall, upon request of Buyer, be immediately delivered to Buyer by Seller, F.O.B. cars or trucks at Seller's plant, properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property or shall, upon request of Buyer, be immediately delivered to Buyer by Seller at any location designated by Buyer, in which event, Buyer shall pay to Seller the cost of delivering such property to such location. Buyer shall have the right to enter onto Seller's premises at all reasonable times to inspect such property and Seller's records with respect thereto. Seller shall not delegate, in any manner to any other person, the performance of any work or the supplying of any services under this Purchase Order. Seller may assign moneys due and to become due under this Purchase Order; provided, however, that Buyer shall be entitled to assert against the assignee thereof all rights, claims and defenses of every type (including without limitation rights of setoff, recoupment and counterclaim) which Buyer could assert against Seller whether acquired prior or subsequent to such assignment.

11. **WARRANTIES** - Seller warrants that all items delivered under this order will be free from defects in material and workmanship, that all items will conform to applicable specifications and drawings, and, to the extent such items are not to be manufactured pursuant to detail designs furnished by Buyer, that said items will be free from defects in design and suitable for intended purposes. The warranties of Seller, together with its service warranties and guarantees, cannot have a limitation of remedy and shall run to Buyer and its customers.

12. **USE OF PROPRIETARY DESIGNS, DATA, ETC.** - Seller agrees that it will keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical information of a proprietary nature furnished by Buyer and use such items only in the production of items under this order or other orders from Buyer and not otherwise, unless Buyer's written consent is first obtained. Upon completion or termination of this order, Seller shall return all such items to Buyer or make such other disposition thereof as may be directed or approved by Buyer.

13. **INSOLVENCY** - If Seller ceases to conduct its operations in the normal course of business (including inability to meet its obligations as they mature), or if any proceeding under the Bankruptcy or Insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or any assignment for the benefit of creditors is named by Seller, Purchaser may terminate the order without liability except for deliveries previously made or for goods covered by the order then completed and subsequently delivered in accordance with the terms of the order.

  
(Signature)

Napco Industries, Inc.  
1600 Second Street South  
Hopkins, Minnesota 55343

14. **STATE LAWS** - This contract shall be construed, interpreted, and applied in accordance with the laws of the State of Minnesota.

15. **PATENTS** - Seller warrants that the supplies specified herein (and their sale or use, alone or in combination, according to Seller's specifications or recommendations, if any) will not infringe any United States or foreign patent; and agrees to indemnify and hold harmless Buyer and anyone selling or using any of Buyer's products against all judgments, decrees, costs and expenses resulting from any alleged infringement and agrees that Seller shall, upon request of Buyer, and at Seller's own expense, defend or assist in the defense of any action which may be brought against Buyer or those selling or using any of Buyer's products by reason of any such alleged infringement. Seller hereby grants to Buyer a license to repair, rebuild and relocate and to have repaired, rebuilt and relocated the supplies purchased by Buyer under this Purchase Order.

16. **PENALTIES** - In the event that NAPCO is charged with penalties resulting from late delivery of vendor, NAPCO reserves the right to pass all penalties on to the vendor.

17. **TERMINATION** - Notwithstanding any limitations set forth in the terms and conditions of Section 8-706 and 8-707 (a), (b), (e) and (f) of the Armed Services Procurement Regulations, Buyer reserves the right to cancel all or any part of the undelivered portion of any purchase order without liability if Seller does not make delivery as specified in the schedules or breaches any of the terms hereof including the warranty. If deliveries are not made within the time specified on the face hereof or on schedules issued against this purchase order, Buyer may cancel any purchase order, or undelivered portion thereof, and purchase elsewhere. Seller agrees to reimburse Buyer's costs in excess of those established herein necessitated by so doing. Failure of Seller to make or Buyer to take any one or more deliveries hereunder when due if such failure is attributable to enemy action or civil insurrection, fire, flood, storms, strikes or labor disturbances, accidents, riot, act, allocation, direction or regulation of Government authority, or other contingency affecting their facilities beyond the control of the party affected, interfering with the production, shipment or delivery by Seller of the material covered by this agreement, or with acceptance of delivery by Buyer, shall not subject the party so failing to any liability to the other party. Buyer may terminate work upon this order in whole or in part at anytime by written or telegraphic notice. Seller shall reserve in all of its orders relating to this purchase order the right to terminate or cancel. Whether or not such right to terminate or cancel is reserved, Buyer's liability or cost arising out of terminated orders (without fault by Seller) shall be limited to actual cost incurred applicable to this order at the time of termination, and shall not include any anticipatory profits or other damages.

## SHIPPING INSTRUCTIONS

1. The Seller shall make shipment of the material or equipment specified on this order as instructed. In the absence of specific routing instruction, shipments are to be made "Best Way".

2. Buyer's Purchase Order number shall appear conspicuously on each package, box, keg, bale, bundle, or other type of container.

3. ALL SHIPMENTS MUST CONTAIN PACKING LISTS GIVING DESCRIPTION OF MATERIAL, QUANTITY, AND PURCHASE ORDER NUMBER. IF SHIPMENT IS NOT MADE F.O.B. DESTINATION, THE ORIGINAL BILL OF LADING MUST BE FURNISHED WITH INVOICES. Buyer's count shall be accepted as final on all shipments not accompanied by packing lists. All shipments invoiced F.O.B. Buyer's plant or on which freight is allowed must be prepaid. If any of the above class of shipments is made freight collect, paid freight bills will not be furnished when requested and discount invoices will be held up unless actual shipment is received, without loss of discount. Unless otherwise provided in this Purchase Order, no charge shall be made by Seller for containers, crating, boxing, bundling, insurance, drayage or storage.

4. SELLER WILL ADVISE THE BUYER BY LETTER THE DATE OF EACH SHIPMENT, THE PURCHASE ORDER NUMBER, QUANTITY PER PART NUMBER, AND METHOD OF SHIPPING.

INFORMATION REQUIRED BY THE PURCHASE ORDER PERTAINING TO MATERIAL, TREATMENT, CERTIFICATIONS, INSPECTION, AND ET CETERA, ARE TO BE ENCLOSURES WITH THE LETTER.

5. All material to be commercial packaged, to insure safe arrival, acceptable to common carrier in LCL or LTL lots unless otherwise instructed by Buyer.

Certificate of Registry No. 481  
Issued by District Director of Internal Revenue  
Minneapolis, Minnesota

1. This Purchase Order is issued under a United States Government contract and must contain certain terms and conditions. Seller agrees that the contract clauses in the following Armed Services Procurement Regulations, effective as of the date of this Purchase Order, are incorporated herein by reference (except that any provision or language referring to the "Disputes" clause or "disputes" is deleted), and that wherever the following words appear in the various sections of the Armed Services Procurement Regulations cited or incorporated herein by reference, such words shall be defined as follows:

- (a) "Contractor" shall mean "Seller".
- (b) "Contract" shall mean "Purchase Order".
- (c) "Government" shall mean "Government and/or NAPCO Industries, Inc.", hereinafter "NAPCO".
- (d) "Contracting Officer" shall mean "Contracting Officer (of NAPCO Industries, Inc. Government prime contract under which this Purchase Order has been issued) and/or NAPCO".

Section 1-327.2	Required Source for Aluminum Ingot.
Section 1-707.3 (a)	Utilization of Small Business Concerns.
Section 1-707.3 (b)	Small Business Subcontracting Program.
Section 1-805.3 (a)	Utilization of Concerns in Labor Surplus Areas.
Section 1-805.3 (b)	Labor Surplus Area Subcontracting Program.
Section 1-1208	New Material and Government Surplus.
Section 1-1410	Non Use of Foreign-Flag Vessels.
Section 1-104.5	Buy American Act.
Section 8-603.3 (b)	Notice of Imports - Possible Duty-Free Entry.
Section 8-605.2	Duty-Free Entry - Canadian Supplies.
Section 8-703.4	U.S. Products (Military Assistance Program).
Section 7-103.2	Changes.
Section 7-103.3	Extras (Overshipments).
Section 7-103.5	Inspection (Acceptance).
Section 7-103.6	Responsibility for Supplies.
Section 7-103.13	Renegotiation.
Section 7-103.24 (i)	Suspension of Work.
Section 7-104.4	Notice Labor Disputes.
Section 7-104.12 (a)	Military Security Requirements.
Section 7-104.15 & 7-203.7	Examination of Records.
Section 7-104.18	Priorities, Allocations and Allotments.
Section 7-104.29	Price Reduction for Defective Cost or Pricing Data.
Section 7-104.41 (a)	Audit and Records.
(a)(b)(d)(e)(f)	Subcontractor Cost and Pricing Data.
Section 7-104.42	Stop Work Order.
Section 7-205.7 (c)	Termination.
Section 8-706	Default.
Section 8-707 (a)	Patent indemnity (the limitation of the clause to contracts over \$5000 does not apply to subcontract).
(b) (a) (f)	Notice and Assistance Regarding Patent and Copyright Infringement.
Section 9-103.1	Patent Rights (License).
Section 9-104	Refund of Royalties.
Section 9-107.5 (b)	Rights in Technical Data.
Section 9-110 (a)	Data - Withholding of Payment.
Section 9-203 (b)	Contract Work Hours Standards Act - Overtime.
Section 9-207.2	Walsh-Healey Public Contracts Act.
Section 12-303.1	Equal Opportunity.
Section 12-605	
Section 12-802	

2. **NAPCO REPRODUCTION RIGHTS** - Seller agrees to and does hereby grant to NAPCO to the full extent of Seller's rights to do so without the payment of compensation to others, the rights to reproduce, use and disclose for Governmental purposes all or any part of the reports, blueprints, drawings, data and technical information specified to be delivered by Seller to NAPCO under this Purchase Order; provided, however, that nothing contained in this clause shall be deemed directly or by implication, to grant any license under and patent now or hereafter issued or to grant any right to reproduce anything else called for in this Purchase Order.

3. **INDEMNIFICATION** - To the extent that Seller's agents, employees, or subcontractors enter upon premises occupied by or under the control of NAPCO, or any of its customers or suppliers, in the course of the performance of this Purchase Order, Seller shall take all necessary precautions to prevent the occurrence of any injury (including death) to any person, or any damage to any property, arising out of any acts or omissions of such agents, employees or subcontractors, and except to the extent that any such injury or damage is due solely and directly to NAPCO's negligence, shall indemnify NAPCO against any loss, claim, damages liability, expense (including reasonable attorney fees) and cause of action, whatsoever, arising out of any act or omission of the Seller, its agents, employees or subcontractors, and Seller shall maintain such Public Liability, Property Damage and Employee's Liability and Compensation Insurance as will protect NAPCO from any and all said risks and from any claims under any applicable Workmen's Compensation and Occupational Disease Acts.

NAPCO INDUSTRIES, INC.