

INTEGRATED SCALE SYSTEMS, INC.
TERMS AND CONDITIONS OF PURCHASE

ACCEPTANCE

1. Buyer shall not be bound by this order unless Vendor executes and returns acknowledgement of this order, within ten (10) days from date. Vendor's earlier shipment of any of the terms or performance of any of the services ordered shall bind Vendor to the terms hereof.

DELIVERY

2. Time is of the essence. If delivery of items or rendering of services is not completed within the time stipulated, Buyer may, in addition to its other rights and remedies, terminate this contract by notice effective when received by Vendor, as to stated items not yet received, or services not yet rendered, and purchase substitute items or services elsewhere and hold Vendor for any loss incurred. Any provisions herein for delivery or rendering of services in installments shall not be construed as making the obligations of Vendor severable. Shipment sent C.O.D. without Buyer's prior written approval will not be accepted and will be sent at Vendor's risk

FREIGHT

3. If no method of shipment is stated all shipments shall be made at lowest possible cost and excess transportation charges will be borne by Vendor.

INSPECTION

4. Materials or equipment purchased hereunder are subject to inspection and approval at destination. We reserve the right to reject and revoke acceptance of terms which are not in accordance with the instruction, specifications, drawings and Vendor's warranties (express or implied). Vendor will be responsible for the cost of inspecting items so rejected. Items not accepted will be returned to Vendor at Vendor's risk and expense. Payment hereunder shall not be deemed acceptance.

WARRANTIES

5. Vendor warrants that all items and work hereunder will be fit and sufficient for the purpose intended; that they will conform to the specifications, drawings or samples furnished or adopted by Buyer and will be merchantable, of good quality and free from defects in material and workmanship.

PRICE

6. Vendor represents that the price charged for the items or services covered by this order, is the lowest net price charged

by Vendor under conditions similar to those specified in this order and that prices comply with applicable government regulations in effect at time of quotation, sale or delivery. If, prior to delivery of all goods ordered hereby, Vendor sells or offers to sell to any other customer substantially similar goods at a lower net price than herein specified, Vendor shall thereby be deemed to have substituted such lower price for the price herein set forth.

COMPLIANCE WITH LAWS

7. Vendor represents that it has and will continue during the performance of this order to comply with the provision of all federal, state and local laws and regulations by reason of the violation of which liability may accrue to Buyer. Vendor certifies its compliance with the "Fair labor Standard Act" of 1938, as amended in the performance of this order.

CANCELLATION

8. Vendor agrees that any change which makes it advisable or necessary that work be discontinued or any labor dispute, strike, war, riot, civil disorder, casualty or disaster, by Act of God or public authority which renders it impossible for Buyer to perform this order, shall entitle Buyer to terminate this order by notice in writing to Vendor. Upon receipt of such notice of termination Vendor will immediately discontinue all work and the placing of all orders for materials, articles and/or equipment in the performance hereof, cancel all Vendor's existing outstanding orders chargeable hereto and terminates all related subcontracts.

EQUIPMENT

9. If this order covers equipment, Vendor guarantees that it is suitable for use in the manufacture industry and is in full compliance with all rules and regulations of the Weights & Measures Handbook H 44 and all applicable regulatory agencies and authorities and that Buyer's use and operation thereof in accordance with Vendor's instructions will not expose Buyer to liability under the Occupational Safety and Health Act or any similar law for the protection of employees.