| **ENERGY NORTHWEST**  **CALIBRATION SERVICES SALES ORDER** | | | | | | | | | | | | | | | | | | | | | | |
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| **Energy Northwest Standards Laboratory** www.energy-northwest.com/products/calibration | | | | | | | | | | | | | | | | | | | | | | |
| **Mailing Address**: | | | PO Box 968  Mail Drop 1025  Richland, WA 99352-0968 | | | | | | | | | **Shipping Address**: | | | | Energy Northwest  Standards Lab  Attn: Colin Carson  76 North Power Plant Loop  Richland, WA 99354-0968 | | | | | | |
| Phone: (509) 377-8515 / 509-377-8444 Fax: (509) 377-8219 E-mail: ENSLSalesOrders@energy-northwest.com | | | | | | | | | | | | | | | | | | | | | | |
| **Customer Information** (Please Print) | | | | | | | | | | | | | | | | | | | | | | |
| Company Name: | | | | | | | | | | | | | | | | | | Taxable:  Yes  No | | | | |
| Mailing Address: | | | | | | Billing Address: | | | | | | | | Return Shipping Address: | | | | If no, please supply tax  exempt form. | | | | |
| Phone/Fax:  Ext #: | | | | | | | | | | Send US Mail:  Yes  No  Overnight   Ground | | | | | | | | Carrier Preference:   UPS  Fed Ex  Account: | | | | |
| Contact: | | | | | | | Email: | | | | | | | | | | Insurance Value: | | | | | |
| Payment Terms:        Net 30 PO;  Visa;  MC | | | | | | | | | | | | | | | | | | | | | | |
| Certificate/Calibration Requirements  Type of Calibration:  **Manufacturer** (ANSI Z540-1)  **Customer / Limited** (ANSI Z540-1)  **Accredited** (ISO 17025) \*See Note | | | | | | | | | | | | | Certificate of Conformance:  Yes  No  Notice of Discrepancy:  Yes  No | | | | | | | | | |
| \*Note: Energy Northwest Standards Laboratory Statement of Compliance:  Energy Northwest Standards Laboratory (ENSL) employs a shared risk approach to statements of compliance. Unless directed otherwise, ENSL will provide ISO/IEC 17025 Accredited Calibrations testing to manufacturer’s specifications, customer’s specifications, or government/industry standards. The Calibration Certificate/Report will report the calibration condition (In-Tolerance, Out-Of-Tolerance, Pass/Fail) without factoring in the measurement uncertainties to determine compliance to those specifications or standards and will list those measurement uncertainties. | | | | | | | | | | | | | | | | | | | | | | |
| **By signing below, Customer agrees to and accepts the terms on last page of this form.**  **This is a sales order not an invoice.** | | | | | | | | | | | | | | | | | | | | | | |
| Authorized Customer Name and Title: | | | | | | | | | | | | | | | | | | | | | | |
| Email address:       Phone: | | | | | | | | | | | | | | | | | | | | | | |
|  |  | | | | | | | | | | | | | | | | | |  | |  |  |
|  | Signature | | | | | | | | | | | | | | | | | |  | | Date |  |
| Accounts Payable Contact: | | | | | |  | | | | | | | | | | | | | | | | |
| Email address:       Phone: | | | | | | | | | | | | | | | | | | | | | | |
| **For ENSL Use Only** | | | | | | | | | | | | | | | | | | | | | | |
| Lab Acceptance (Name / Date): | | | | | | | | |  | | | | | | | | | | | | |  |
| ENSL Sales Order Number / Date: | | | | | | | | |  | | | | | | | | | | | | |  |
| PeopleSoft Customer No.: | | | | | | | | |  | | | | | | | | | | | | | |
| SLIC Company Code: | | | |  | | | | | | | Company Prefix: | | | |  | | | | | | | |
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| **Item #** | | **Quantity** | | | | | | **Description** | | | | | | | | | | | | **Price Each** | | |
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| ENSL Quote Provided By | | | | | Name: Amanda Lunders | | | | | | | | | | | | | | | Date: | | |

TERMS AND CONDITIONS

All services rendered herein are provided by Energy Northwest, acting by and through its Business Development Fund, hereinafter “EN”, and any liability arising there from is solely an obligation of the EN Business Development Fund.  The following terms shall apply to the conduct of services described on the reverse side, unless superseded by a separate contract between the parties, in which case the following terms and conditions shall not apply.  These terms shall apply to measuring and test equipment items added to an existing sales order.  A sales order must be renewed every 12 months.

1. Condition of Customer’s Equipment:  The Calibration Services requested on this Sales Order presumes that the condition of any measuring and test equipment provided by the Customer is clearly and accurately represented by the Customer when conveyed to EN.  Should EN discover unanticipated conditions during the receipt, inspection, and performance of work, EN will obtain advance approval from the Customer for any additional charges that may apply as a result of those unanticipated conditions.  EN reserves the right, in its sole discretion, to decline any work when it determines that declining is in its best interest for any reason whatsoever.

2. Payment:  Payment shall be thirty (30) days from the Customer’s receipt of EN’s invoice.  Payment delayed beyond thirty (30) days shall be subject to interest at the rate of one (1) % per month until paid.

1. Corrective Action and Warranty:  Corrective Action shall be limited to either a replacement of any non-conforming services or a refund to the Customer of the price paid for such non-conforming services.  The choice of corrective action shall be at EN’s sole discretion.  The Customer agrees to notify EN in writing within ten (10) calendar days after delivery of the Calibration Certificate to obligate EN for any corrective action under this warranty.  Failure to provide such notice as required shall eliminate EN’s corrective action obligations hereunder.

EN shall provide a high standard of professional service on a best efforts basis in accordance with its approved Quality Assurance Manual and Standard Operating Procedures.  However, EN as a provider of such services, cannot guarantee success, thus EN **MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, FOR ANY REPORT, SERVICE OR OTHER RESULT TO BE DELIVERED HEREIN**.

4. Indemnification:  Customer agrees to indemnify and hold EN harmless from any and all liabilities, suits, claims, demands, and damages, fines, penalties, and all costs and expenses in connection therewith, in any manner arising out of the services provided herein, asserted by third parties from any cause whatsoever, except for injury or damage occurring during performance of the services on EN premises where fault of Customer is not a contributing cause.

5. Limitation of Liability:  Customer assumes responsibility for its use, misuse, or inability to use any results provided herein and in no event shall Energy Northwest have any liability for damages, including but not limited to indirect, incidental, or consequential damages, arising out of the services provided herein.  **EN’s cumulative liability for claims of any kind whether based on contract, tort (including negligence and strict liability), under any warranty, representation or otherwise, for any loss or damage arising out of the services provided herein, shall not exceed the amount paid by the Customer for the services identified on the reverse side of this form.**

6. Title, Delivery, and Risk of Loss:  EN shall not acquire title to any of the Customer provided equipment being tested or calibrated by EN herein.  Risk of loss shall be on EN only while such materials are in the exclusive care, custody and control of Energy Northwest personnel or at EN facilities.

7. Applicable Law:  The contractual rights of the parties hereunder shall be construed in accordance with the laws of the State of Washington.