

**General Terms and Conditions of Purchase**

Raytheon Systems Company General Terms Rev. 1 (1/99)

**General Provisions**

**1. Acceptance of Purchase Order**

Agreement by Seller to furnish the materials or services hereby ordered, or its commencement of such performance, shall constitute acceptance by Seller of this purchase order subject to these terms and conditions. In the event that this purchase order does not state price or delivery, Buyer will not be bound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions of purchase herein contained shall be void and of no effect unless specifically agreed to by Buyer. Modifications hereof or additions hereto, to be effective, must be made in writing and be signed by Buyer's Purchasing Representative. These terms and conditions, together with such modifications and with such data relating to price and delivery as are accepted in writing by Buyer, constitute the entire agreement between the parties; and supersedes any prior or contemporaneous written or oral agreements thereon.

**2. Shipping Instructions**

(a) Seller shall be responsible for ensuring the proper packaging of materials hereunder.  
 (b) Unless otherwise directed, all items shipped in one day from and to a single location must be consolidated on one bill of lading or airbill, as appropriate. No charges will be allowed for packing, crating, freight, local cartage, and/or any other services unless so specified in this purchase order or any authorized changes thereto.  
 (c) For material purchased F.O.B. origin, the Seller shall not insure and not declare a value except when transportation rates are based on "released value," in which instance the Seller shall annotate on the bill of lading the lowest released value provided in applicable tariffs.  
 (d) Seller shall at all times comply with Buyer's written shipping instructions. Seller shall submit all required shipping papers to Buyer prior to final payment.  
 (e) The Purchase Order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading and airbills.

**3. Delivery; Notice of Delay**

(a) Time is and shall remain a material element of this purchase order, and no acts of Buyer, including without limitation modifications of this purchase order or acceptance of late deliveries, shall constitute waiver of this provision. Buyer also reserves the right to refuse or return at Seller's risk and expense shipments made in excess of Buyer's orders or in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates.  
 (b) Seller shall notify Buyer in writing immediately of any actual or potential delay to the performance of this purchase order and such notice shall include a revised schedule and shall not constitute a waiver to Buyer's rights and remedies hereunder.

**4. Termination for Convenience**

(a) Buyer may by notice in writing direct Seller to terminate this purchase order or work under this purchase order in whole or in part, at any time, and such termination shall not constitute default. In such event, unless Seller shall have defaulted or been in default in performance hereof, Buyer and Seller shall have all rights and obligations accruing to it both at law or in equity, including Buyer's rights to title and possession of goods paid for.  
 (b) Seller shall be reimbursed for actual, reasonable, substantiated and allowable costs, plus a reasonable profit for work performed to date of termination. Buyer may take immediate possession of all work so performed upon notice of termination.  
 (c) Seller's obligations under the warranty, intellectual property, and confidentiality provisions of this purchase order shall survive such termination.

**5. Termination for Default**

(a) Buyer may, by notice in writing, direct Seller to terminate this purchase order or work under this purchase order in whole or in part at any time for breach of any one or more of its terms.  
 (b) In the event of Seller's default hereunder, the Buyer may exercise any or all rights accruing to it, both at law, including those set forth in Article 2 of the Uniform Commercial Code, or in equity.  
 (c) Seller's obligations under the warranty, intellectual property, and confidentiality provisions of this purchase order shall survive such termination.

**6. Disputes**

(a) Any controversy or claim arising out of or relating to this Purchase Order or the breach thereof may be settled at Buyer's sole discretion either by submitting the claim to (i) a court of competent jurisdiction or (ii) binding arbitration, before a single arbitrator, in the state and under the laws of the state from which this Purchase Order is issued, in accordance with the commercial arbitration rules of the American Arbitration Association. The appointing authority shall be the President of the American Arbitration Association. Judgment upon the award rendered by the Arbitrator may be entered in any Court having jurisdiction thereof. The Arbitrator's award may include compensatory damages against either party but under no circumstances will the Arbitrator be authorized to nor shall the Arbitrator award punitive damages or multiple damages against either party. Notwithstanding the above, either party may seek injunctive relief in any court of competent jurisdiction against improper use or disclosure of proprietary information. Buyer reserves the right to abandon arbitration and pursue any available legal or equitable remedy in the event that Seller does not comply with a demand for arbitration within sixty days of notice.  
 (b) Pending resolution or settlement of any dispute arising under this purchase order, Seller will proceed diligently as directed by Buyer with the performance of this purchase order. Irrespective of the place of performance, this Purchase Order will be construed and interpreted according to the laws of the State from which the Purchase Order is issued without resort to said State's Conflicts of Law rules.

**7. Remedies**

(a) The rights of both parties hereunder shall be in addition to their rights and remedies at law or in equity. Failure of Buyer to enforce any of its rights shall not constitute a waiver of such rights or of any other rights.  
 (b) In no event shall Seller be entitled to anticipatory profits or to special (including multiple or punitive), incidental, or consequential damages.

**8. Proprietary Rights**

(a) Unless otherwise expressly agreed in writing to the contrary, all specifications, information, data, drawings, software and other items supplied to Buyer by Seller shall be disclosed to Buyer on a non-proprietary basis and may be used and/or disclosed by Buyer without restriction.  
 (b) Unless otherwise expressly agreed in writing to the contrary, all specifications, information, data, drawings, software and other items which are (i) supplied to Seller by Buyer or (ii) obtained by Seller and paid for by Buyer in the performance of this Purchase Order shall be maintained as proprietary to Buyer by Seller, shall be used only for purposes of providing goods or services to Buyer pursuant to this Purchase Order, and shall not be disclosed to any third party without Buyer's express written consent. All such items supplied by Buyer shall be promptly returned to it on request or upon completion of this order.

**9. Buyer's Property**

(a) All information plus all drawings, tools, jigs, dies, fixtures, materials, and other items supplied or paid for by Buyer shall be and remain the property of Buyer, and Buyer shall have the right to enter Seller's premises and remove any such property at any time without being liable for trespass for damages of any sort.  
 (b) All such items shall be used only in the performance of work under this purchase order unless Buyer consents otherwise in writing.  
 (c) Material made in accordance with Buyer's specifications and drawings shall not be furnished or quoted by Seller to any other person or concern without Buyer's prior written consent.  
 (d) Seller shall have the obligation to maintain any and all property furnished by Buyer to Seller and shall be responsible for all loss or damage to said property except for normal wear and tear.

**10. Release of Information**

Seller shall not publish any information developed under this purchase order nor distribute it nor make any news release about the existence or subject matter of this purchase order without prior written approval of the Buyer.

**11. Order of Precedence**

(a) In the event of any inconsistency or conflict between or among the provisions of this Purchase Order, such inconsistency or conflict shall be resolved by the following descending order of preference: 1. Typed provisions set forth in this Purchase Order; 2. Documents incorporated by reference on the face page(s) of this Purchase Order; 3. Preprinted or standard terms and conditions either referenced herein and/or set forth on the reverse side of the face page(s) of this Purchase Order; 4. Statement of Work; and 5. Specifications attached hereto or incorporated by reference. Buyer's specifications shall prevail over those of the United States Government, and both of the foregoing shall prevail over specifications of Seller.  
 (b) In the event of conflict between specifications, drawings, samples, designated type, part number, or catalog description, the specifications shall govern over drawings, drawings over samples, whether or not approved by Buyer, and samples over designated type, part number, or catalog description. In cases of ambiguity in the specifications, drawings, or other requirements of this purchase order, Seller must, before proceeding, consult Buyer, whose written interpretation shall be final.

**12. Warranty**

(a) Seller warrants the materials delivered or services rendered on this purchase order to be free from defects in workmanship, materials, and design and to be in accordance with all the requirements of this Purchase Order. These warranties shall survive final acceptance and payment pursuant to UCC 2-601 and 2-608.  
 (b) This warranty entitlement covers both Buyer and Buyer's customers.  
 (c) Seller shall be liable for and save Buyer harmless from any loss, damage, or expense whatsoever that Buyer may suffer from breach of any of these warranties. Remedies include repair, replacement or reimbursement of the purchase price of nonconforming goods, at Buyer's election.

**13. Inspection**

(a) All material and workmanship shall be subject to inspection and test at all reasonable times and places by Buyer or Buyer's customer before, during and after performance and delivery. The Buyer may require Seller to repair, replace

or reimburse the purchase price of rejected material or Buyer may accept any materials and upon discovery of nonconformance, may reject or keep and rework any such materials not so conforming. Cost of repair, rework, replacement, inspection, transportation, repackaging, and/or reinspection by Buyer shall be at Seller's expense.  
 (b) If inspection and test are made on the premises of Seller or Seller's lower tier subcontractors, Seller shall furnish without additional charge all reasonable facilities and assistance for the safe and convenient inspection and tests required by the inspectors in the performance of their duty. The foregoing provisions of this Article are supplementary to and not in lieu of the provisions of (a) above.  
 (c) Buyer's failure to inspect does not relieve Seller of any responsibility to perform according to the terms of the purchase order.

**14. Changes**

(a) Buyer shall have the right by written order to suspend work or to make changes from time to time in the services to be rendered or the materials to be furnished by Seller hereunder or the delivery date. If such suspension or changes cause an increase or decrease in the cost of performance of this purchase order or in the time required for its performance, an equitable adjustment shall be negotiated promptly and the purchase order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted in writing within 20 days from the date of receipt by Seller of notification of the change or suspension and shall be followed as soon as practicable with specification of the amount claimed and supporting cost figures. However, nothing herein shall excuse the Seller from proceeding with this purchase order as changed pending resolution of the claim.  
 (b) Information, advice, approvals or instructions given by Buyer's technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect Buyer's and Seller's rights and obligations hereunder unless set forth in a writing which is signed by Buyer's Purchasing Representative and which states it constitutes an amendment or change to this Purchase Order.

**15. Intellectual Property**

(a) Seller warrants that the sale, use, or incorporation into manufactured products of all machines, parts, components, services, devices, material, and rights furnished or licensed hereunder which are not of Buyer's design, composition, or manufacture shall be free and clear of infringement of any valid patent, copyright, trade mark, or other proprietary rights. Seller shall indemnify and save Buyer and its customers harmless from any and all expenses, liability, and loss of any kind (including all costs and expenses including attorneys' fees) growing out of claims, suits, or actions alleging such infringement, which claims, suits, or actions Seller, hereby, agrees to defend. Seller may replace or modify infringing goods with comparable goods acceptable to Buyer of substantially same form, fit, and function so as to remove the source of infringement, and shall extend this provision thereto. If the use or sale of any of the above items is enjoined as a result of such claim, suit or action, Seller, at no expense to Buyer, shall obtain for Buyer and its customers the right to use and sell said item.  
 (b) Any invention or intellectual property first made or conceived by Seller in the performance of this Purchase Order or which is derived from or based on the use of information supplied by Buyer shall be considered to be the property of Buyer, and Seller shall execute such documents necessary to perfect Buyer's title thereto.

**16. Taxes**

Seller agrees to pay all local, state, and Federal excise, sales, and use taxes when applicable (unless otherwise agreed in writing). All such taxes shall be listed separately on Seller's invoice.

**17. Assignments**

Seller may not assign any rights or obligations due to or become due under this purchase order without the prior written consent of Buyer. Buyer may assign this Purchase Order to (i) any affiliated company, (ii) any successor in interest, or (iii) Buyer's customer. Buyer shall have the right at any time to set off any amount owing from Seller to Buyer or Buyer's subsidiaries and/or affiliates against any amount due and owing to Seller or any of its subsidiaries pursuant to this purchase order or any other contractual agreement between Buyer and Seller or their respective subsidiaries and/or affiliates.

**18. Compliance with Law**

(a) Seller warrants that the materials to be furnished and the services to be rendered under this purchase order shall be manufactured, sold, and used in compliance with all relevant federal, state, and local laws and regulations. Seller certifies that with respect to the production of the articles and/or the performance of the services covered by this Purchase Order, it has fully complied with Sections 6, 7, 12, and 15 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof.  
 (b) Seller certifies that all equipment and materials delivered under this purchase order are in conformance with the latest OSHA requirements.

(c) The Seller certifies that in the performance of this purchase order, it will comply with all applicable U. S. Department of Transportation regulations on hazardous materials and any other pertinent Federal, state, or local statutes, laws, rules, or regulations; and Seller further agrees to save Buyer harmless from any loss, damage, fine, penalty, or expense whatsoever that Buyer may suffer as a result of Seller's failure to comply with this certification. The foregoing is in addition to and not in mitigation of any other requirements of this purchase order.  
 (d) Seller warrants that it has not offered or given and will not offer or give to any employee, agent, or representative of Buyer any gratuity or any kickback within the meaning of the Anti-Kickback Act of 1986 with a view toward securing any business from Buyer or influencing such person with respect to the terms, conditions, or performance of any contract with or purchase order from Buyer. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller.

(e) Seller shall control the dissemination of and access to technical data, information and other items received under this Purchase Order in accordance with U.S. export control laws and regulations, and shall indemnify Buyer for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by Buyer in connection with any violations of such laws and regulations by Seller.  
 (f) For orders placed in support of and charged to a U.S. Government Prime Contract procuring an item meeting the Federal Acquisition Regulation (FAR) definition of a commercial item, the following clauses set forth in the FAR or the Defense Federal Acquisition Regulation Supplement (DFARS) in effect as of the date of the Prime Contract are incorporated herein by reference. In all clauses listed herein the terms "Government" and "Contractor" shall be revised to identify properly the contracting parties under the purchase order.

|   |   |              |
|---|---|--------------|
| a | Equal Opportunity   | 52.222-26    |
| b | Affirmative Action for Special Disabled and Vietnam Era Veterans            | 52.222-35    |
| c | Affirmative Action for Handicapped Workers                                  | 52.222-36    |
| d | Subcontracts for Commercial Items and Commercial Components                 | 52.244-6     |
| e | Subcontracts for Commercial Items and Commercial Components (DoD Contracts) | 252.244-7000 |
| f | Preference for Domestic Specialty Metals, Alternate 1 (DoD Contracts)       | 252.225-7014 |

**19. Indemnity against Claims**

(a) Seller shall defend, indemnify, and hold harmless Buyer and Buyer's directors, officers, employees, and agents from any personal injury or property damage claim, suit, action, expense, loss, or damage whatsoever, including but not limited to such claims, etc., under strict liability or products' liability, together with attorney's fees, arising out of or in any way connected with Seller's performance or failure to perform this purchase order or that of Seller's agents, employees, or subcontractors. Seller shall be responsible for the actions and failure to act of all parties retained by, through, or under Seller in connection with the performance of this purchase order. Seller shall also maintain such General Liability, Property Damage, Employer's Liability, and Worker's Compensation insurance and Motor Vehicle Liability (Personal Injury and Property Damage) Insurance as are specified in this purchase order or if none are specified, such amount as will protect Seller (or its subcontractors) and Buyer from said risks and from any claims under any applicable Workers' Compensation, Occupational Disease, and Occupational Safety and Health statutes including the Occupational Safety and Health Act.  
 (b) Seller shall without limitation as to time, indemnify and save Buyer harmless from all claims which may be asserted against property covered hereunder, including without limitation mechanic's liens or claims arising under Worker's Compensation or Occupational Disease laws and from all claims for injury to persons or property arising out of or related to such property unless the same are caused solely and directly by Buyer's negligence.

**20. Year 2000 Warranty**

Seller represents and warrants that the products provided under this Purchase Order, including all software, hardware system, source code or object code, are "Year 2000 Compliant". The products are "Year 2000 Compliant" if: 1) The product's transition between the twentieth and twenty-first centuries, and between the years 1999 and 2000, without failure of automation or function or inappropriate expiration of licenses; 2) the products perform leap year calculations correctly, including recognizing the year 2000 as a leap year; 3) the products accurately process (as defined below) date and time data within, from, into and between the twentieth and twenty-first centuries; and the years 1900 and 2000; and 4) for the time periods described in (1) above, date and time data are properly exchanged between the System and other Systems with which it must interact and inter-operate. For the purposes of this Purchase Order: "System" refers to any set of one or more interdependent elements which operate together to perform a function, and which contains at least one computer, including embedded computer components. Systems include, but are not limited to: a stand alone piece of equipment with one or more embedded computer components (e.g. computer chips, process controllers, manufacturing equipment) even if the operational interface is not directly with the computer (e.g. a power supply, air handler, programmable telephone or badge reader); a spreadsheet executing on a workstation or laptop computer; a design or analysis tool; or network systems.  
 "Processing" of the date and time data includes, but is not limited to: storing, displaying and reporting; sorting and sequencing; indexing; comparing; calculating date/time differences; calculating date/time using base dates or offsets; and other calculations using any part of a date representation as one of the operands.

# RAYTHEON Systems Company Terms and Conditions of Purchase

## Supplement 2 – Government Contract Provisions from the Department of Defense Federal Acquisition Regulation

### Supplement (DFARS) 11/2/98

When the materials or products furnished are for use in connection with a U. S. Government Department of Defense contract or subcontract, in addition to the General Provisions and the FAR provisions, the following provisions shall apply, as required by the terms of the prime contract or by operation of law or regulation. In the event of a conflict between these DFARS provisions and the General Provisions or the FAR provisions, the DFARS provisions shall control.

The following clauses set forth in the DFARS in effect as of the date of the prime contract are incorporated herein by reference. In all clauses listed herein, the terms "Government", "Contracting Officer" and "Contractor" shall be revised to suitably identify the contracting parties under this purchase order and effect the proper intent of the provision except where further clarified or modified below. "Subcontractor", however, shall mean "Seller's Subcontractor" under this purchase order. The Seller, by signing its offer, hereby certifies compliance with the following clauses and is, therefore, eligible for award.

| Title of Clause  | DFARS        |
|--|--------------|
| 1 Disclosure of Information  | 252.204-7000 |
| 2 Intent to Furnish Precious Metals as Government-Furnished Material                                       | 252.208-7000 |
| 3 Restrictions on Employment of Personnel  | 252.222-7000 |
| 4 Hazard Warning Labels(fill in State where this purchase order will be performed)                         | 252.223-7001 |
| 5 Safety Precautions for Ammunition and Explosives   | 252.223-7002 |
| 6 Change in Place of Performance - Ammunition and Explosives   | 252.223-7003 |
| 7 Hazardous Waste Liability  | 252.223-7005 |
| 8 Prohibition on Storage and Disposal of Toxic and Hazardous Materials                                     | 252.223-7006 |
| 9 Safeguarding Sensitive Conventional Arms, Ammunition and Explosives                                      | 252.223-7007 |
| 10 Buy American Act and Balance of Payments Program  | 252.225-7001 |
| 11 Qualifying Country Sources as Subcontractors  | 252.225-7002 |
| 12 Duty-Free Entry--Qualifying Country End Products and Supplies   | 252.225-7009 |
| 13 Duty-Free Entry--Additional Provisions  | 252.225-7010 |
| 14 Preference for Certain Domestic Commodities   | 252.225-7012 |
| 15 Preference for Domestic Specialty Metals (Alt 1)  | 252.225-7014 |
| 16 Preferences for Domestic Hand or Measuring Tools  | 252.225-7015 |
| 17 Restriction on Acquisition of Ball and Roller Bearings  | 252.225-7016 |
| 18 Restriction on Acquisition of Foreign Anchor and Mooring Chain  | 252.225-7019 |
| 19 Restriction on Acquisition of Polyacrylonitrile (PAN) Carbon Fiber                                      | 252.225-7022 |
| 20 Restriction on Acquisition of Night Vision Intensifier Tubes  | 252.225-7024 |
| 21 Restriction on the Acquisition of Forgings  | 252.225-7025 |
| 22 Restriction on Contingent Fees for Foreign Military Sales (blank is filled in "zero")                   | 252.225-7027 |
| 23 Exclusionary Policies and Procedures of Foreign Governments   | 252.225-7028 |
| 24 Preference for U.S. or Canadian Circuit Breakers  | 252.225-7029 |
| 25 Restriction on Acquisition of Carbon Alloy and Amor Steel Plate   | 252.225-7030 |
| 26 Secondary Arab Boycott of Israel  | 252.225-7031 |
| 27 Rights in Technical Data - Noncommercial Items  | 252.227-7013 |
| 28 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation             | 252.227-7014 |
| 29 Technical Data - Commercial Items   | 252.227-7015 |
| 30 Rights in Bid or Proposal Information   | 252.227-7016 |
| 31 Identification and Assertion of Use, Release, or Disclosure Restrictions                                | 252.227-7017 |
| 32 Validation of Asserted Restrictions - Computer Software   | 252.227-7019 |
| 33 Limitation on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends | 252.227-7025 |
| 34 Deferred Delivery of Technical Data or Computer Software  | 252.227-7026 |
| 35 Deferred Ordering of Technical Data or Computer Software  | 252.227-7027 |
| 36 Technical Data or Computer Software Previously Delivered to the Government                              | 252.227-7028 |
| 37 Technical Data--Withholding of Payment  | 252.227-7030 |
| 38 Patents - Subcontracts  | 252.227-7034 |
| 39 Validation of Restrictive Markings on Technical Data  | 252.227-7037 |
| 40 Patents – Reporting of Subject Inventions   | 252.227-7039 |
| 41 Ground and Flight Risk  | 252.228-7001 |
| 42 Aircraft Flight Risks   | 252.228-7002 |
| 43 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles            | 252.228-7005 |
| 44 Supplemental Cost Principles (first tier subcontractors only)   | 252.231-7000 |

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**Supplement 2 – Government Contract Provisions from the Department of Defense Federal Acquisition Regulation**  
**Supplement (DFARS) 11/2/98**

|    |  |              |
|----|--|--------------|
| 45 | Earned Value Management System   | 252.234-7001 |
| 46 | Frequency Authorization  | 252.235-7003 |
| 47 | Telecommunications Security Equipment, Devices, Techniques, and Services | 252.239-7016 |
| 48 | Cost Schedule Status Report  | 252.242-7005 |
| 49 | Subcontracts for Commercial Items and Commercial Components              | 252.244-7000 |
| 50 | Notification of Transportation of Supplies by Sea                        | 252.247-7024 |

**ORDERS OVER \$100,000 ALSO INCLUDE THE FOLLOWING:**

|    |   |              |
|----|---|--------------|
| 51 | Special Prohibition on Employment   | 252.203-7001 |
| 52 | Acquisitions from Subcontractors Subject to On-Site Inspection Under the Intermediate - Range Nuclear Forces (INF) Treaty | 252.209-7000 |
| 53 | Reporting of Contract Performance Outside the United States (first tier subcontractors only)                              | 252.225-7026 |
| 54 | Transportation of Supplies by Sea   | 252.247-7023 |
| 55 | Notification of Anticipated Contract Termination or Reduction   | 252.249-7002 |

**ORDERS OVER \$ 500,000 ALSO INCLUDE THE FOLLOWING:**

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| 56 | Small, Small Disadvantaged, and Women-owned Small Business Subcontracting Plan | 252.219-7003 |
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**ORDERS OVER \$1,000,000 ALSO INCLUDE THE FOLLOWING:**

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|----|---------------------------------|--------------|
| 57 | Acquisition Streamlining        | 252.211-7000 |
| 58 | Waiver of United Kingdom Levies | 252.225-7032 |

1. When the materials or products furnished are for use in connection with a Government contract or subcontract, in addition to the General Provisions, the following provisions shall apply, as required by the terms of the prime contract or by operation of law or regulation. In the event of a conflict between these FAR provisions and the General Provisions, the FAR provisions shall control.

2. The following clauses set forth in the FAR in effect as of the date of the prime contract are incorporated herein by reference. In all clauses listed herein, the terms "Government", "Contracting Officer" and "Contractor" shall be revised to suitably identify the contracting parties herein and effect the proper intent of the provision except where further clarified or modified below. "Subcontractor", however, shall mean "Seller's Subcontractor" under this purchase order.

#### A. APPLICABLE TO ALL ORDERS:

|    |   |           |
|----|---|-----------|
| 1  | Security Requirements   | 52.204-2  |
| 2  | Material Requirements   | 52.211-5  |
| 3  | Defense Priority and Allocation Requirements  | 52.211-15 |
| 4  | Utilization of Small, Small Disadvantaged and Women-owned Small Business Concerns   | 52.219-8  |
| 5  | Notice to the Government of Labor Disputes  | 52.222-1  |
| 6  | Hazardous Material Identification and Material Safety Data - "Government" means "Government and Buyer"  | 52.223-3  |
| 7  | Ozone Depleting Substances  | 52.223-11 |
| 8  | Privacy Act   | 52.224-2  |
| 9  | Buy American Act - Supplies   | 52.225-3  |
| 10 | Duty-Free Entry   | 52.225-10 |
| 11 | Restrictions on Certain Foreign Purchases   | 52.225-11 |
| 12 | Authorization and Consent - Alternate I   | 52.227-1  |
| 13 | Refund of Royalties   | 52.227-9  |
| 14 | Filing of Patent Applications-Classified Subject Matter   | 52.227-10 |
| 15 | Patent Rights-Retention by the Contractor (Short Form)  | 52.227-11 |
| 16 | Patent Rights-Retention by the Contractor (Long Form)   | 52.227-12 |
| 17 | Rights in Data - General  | 52.227-14 |
| 18 | Commercial Computer Software-Restricted Rights  | 52.227-19 |
| 19 | Insurance-Work on a Government Installation   | 52.228-5  |
| 20 | Industrial Resources Developed Under Defense Production Act Title III   | 52.234-1  |
| 21 | Accident Prevention   | 52.236-13 |
| 22 | Protection of Government Buildings, Equipment, and Vegetation   | 52.237-2  |
| 23 | Competition in Subcontracting   | 52.244-5  |
| 24 | Subcontracts for Commercial Items and Commercial Components   | 52.244-6  |
| 25 | Government Property (Fixed-Price Contracts) "Government" means "Government" and/or "Buyer". The fourth sentence of paragraph (h) is changed to read: "Neither the Government nor the Buyer shall be liable..."  | 52.245-2  |
| 26 | Special Tooling - In paragraph (c) "Government" means "Government or Buyer"   | 52.245-17 |
| 27 | Special Test Equipment - In paragraph (b)(4) "Government" means "Government or Buyer"   | 52.245-18 |
| 28 | Government Property Furnished "As Is"   | 52.245-19 |
| 29 | Preference for U.S.- Flag Air Carriers  | 52.247-63 |
| 30 | Termination for Convenience of the Government (Fixed-Price) "Government" shall mean "Buyer". In paragraph (c) the term "45 days" is changed to "90 days." The term "one-year" in paragraph (b) is changed to "six months." The term "90 days" in paragraph (k) is changed to "forty-five days." | 52.249-2  |

#### B. ORDERS OVER \$2500 ALSO INCLUDE THE FOLLOWING:

|   |  |           |
|---|--|-----------|
| 1 | Affirmative Action for Workers with Disabilities | 52.222-36 |
|---|--|-----------|

#### C. ORDERS OVER \$10,000 ALSO INCLUDE THE FOLLOWING:

|   |   |              |
|---|---|--------------|
| 1 | Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era | 52.222-37    |
| 3 | Walsh-Healy Public Contracts Act  | 52.222-20    |
| 4 | Equal Opportunity   | 52.222-26(b) |
| 5 | Affirmative Action for Special Disabled and Vietnam Era Veterans                | 52.222-35    |

#### D. ORDERS OVER \$100,000 ALSO INCLUDE THE FOLLOWING:

|    |  |           |
|----|--|-----------|
| 1  | Restrictions on Subcontractor Sales to the Government              | 52.203-6  |
| 2  | Anti-Kickback Procedures (less paragraph (c)(1))                   | 52.203-7  |
| 3  | Limitation on Payments to Influence Certain Federal Transactions   | 52.203-12 |
| 4  | Audit and Records—Negotiation                                      | 52.215-2  |
| 5  | Integrity of Unit Prices   | 52.215-14 |
| 6  | Contract Work Hours and Safety Standards Act-Overtime Compensation | 52.222-4  |
| 7  | Clean Air and Water  | 52.223-2  |
| 8  | Toxic Chemical Release Reporting (less paragraph (e))              | 52.223-14 |
| 9  | Notice and Assistance Regarding Patent and Copyright Infringement  | 52.227-2  |
| 10 | Subcontracts (paragraphs (h) and (i) only apply)                   | 52.244-2  |
| 11 | Preference for Privately Owned U. S.-Flag Commercial Vessels       | 52.247-64 |
| 12 | Value Engineering  | 52.248-1  |

#### E. ORDERS OVER \$500,000 ALSO INCLUDE THE FOLLOWING:

|   |   |           |
|---|---|-----------|
| 1 | Termination of Defined Benefit Pension Plans  | 52.215-15 |
| 2 | Reversion or Adjustment of Plans for Post-retirement Benefits other than Pensions (PRB) | 52.215-18 |
| 3 | Notification of Ownership Changes   | 52.215-19 |
| 4 | Small, Small Disadvantaged and Women-owned Small Business Subcontracting Plan           | 52.219-9  |

#### F. UNLESS OTHERWISE EXEMPT ALSO INCLUDE THE FOLLOWING:

|   |  |           |
|---|--|-----------|
| 1 | Subcontractor Cost or Pricing Data   | 52.215-12 |
| 2 | Subcontractor Cost or Pricing Data-Modifications   | 52.215-13 |
| 3 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data               | 52.215-20 |
| 4 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications | 52.215-21 |
| 5 | Administration of Cost Accounting Standards  | 52.230-6  |

|   |   |          |
|---|---|----------|
| 6 | Cost Accounting Standards                               | 52.230-2 |
| 7 | Disclosure and Consistency of Cost Accounting Standards | 52.230-3 |
| 8 | Cost Accounting Standards - Educational Institutions    | 52.230-5 |

#### G. APPLICABLE TO COST REIMBURSEMENT, TIME & MATERIAL OR LABOR HOUR ORDERS:

|    |   |               |
|----|---|---------------|
| 1  | Facilities Capital Cost of Money  | 52.215-16     |
| 2  | Allowable Cost and Payment (cost reimbursement) - Seller agrees to execute assignment documents in order to meet subsection (h)   | 52.216-7      |
| 3  | Fixed Fee - applicable if this is a cost plus fixed fee order   | 52.216-8      |
| 4  | Incentive Fee - applicable if this is a cost plus incentive fee order   | 52.216-10     |
| 5  | Cost Contract - No Fee - applicable if this is a cost no fee order  | 52.216-11     |
| 6  | Cost Sharing Contract - No Fee - applicable if this is a cost sharing, no fee order   | 52.216-12     |
| 7  | Payment for Overtime Premiums - insert "0%" in paragraph (a) unless indicated otherwise on the face of this order   | 52.222-2      |
| 8  | Limitation of Costs (if fully funded)   | 52.232-20     |
| 9  | Limitation of Funds (if incrementally funded)   | 52.232-22     |
| 10 | Changes - Cost-Reimbursement - applicable if this is a cost-reimbursement order   | 52.232-2      |
| 11 | Changes - Time and Material or Labor-Hours - applicable if this is a time and material or labor hour order  | 52.232-3      |
| 12 | Government Property (Cost-Reimbursement, Time and Material or Labor Hour Contracts)- "Government" means "Government and Buyer". The following is substituted for paragraph (g) in cost reimbursable orders only: "Seller shall return all Government-furnished property in as good condition as when received, except for reasonable wear and tear for use of the property in accordance with the provisions hereof"  | 52.245-5      |
| 13 | Inspection of Supplies (Cost-Reimbursement) - "Contracting Officer" means "Buyer's purchasing representative" and "Government" means "Buyer and Government" (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where "Government" first appears in paragraph (k) it shall mean "Government or Buyer". The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government     | 52.246-3      |
| 14 | Inspection of Services (Cost Reimbursement) - "Contracting Officer" means "Buyer's purchasing representative" and "Government" means "Buyer and Government" (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where "Government" first appears in paragraph (k) it shall mean "Government and Buyer". The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government    | 52.246-5      |
| 15 | Inspection of Time and Material and Labor Hour - "Contracting Officer" means "Buyer's purchasing representative" and "Government" means "Buyer and Government" (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where "Government" first appears in paragraph (k) it shall mean "Government and Buyer". The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government | 52.246-6      |
| 16 | Termination (Cost-Reimbursement) - "Government" means "Buyer" and "Contracting Officer" means "Buyer's purchasing representative". In paragraph (d) change "15 days" and "45 days" IV to "30 days" and "90 days", respectively. In paragraph (e) change "1 year" to "six months". Alternate IV is applicable to time and material or labor hour orders only.  | 52.249-6, Alt |

#### 4. Certifications

The offeror, by signing its offer, hereby certifies compliance with the following clauses and is, therefore, eligible for award.

|   |   |           |
|---|---|-----------|
| A | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (over \$100,000)  | 52.203-11 |
| B | Certification Regarding Debarment, Suspension, or Proposed Debarment and Other Responsibility Matters (all) | 52.209-5  |
| C | Certification of Non Segregated Facilities (over \$10,000)  | 52.222-21 |
| D | Previous Contracts and Compliance Reports (over \$10,000)   | 52.222-22 |
| E | Clean Air and Water Certification (over \$100,000)  | 52.223-1  |
| F | Certification of Toxic Chemical Release Reporting   | 52.223-13 |

#### 5. Additional Clauses:

(A) COST ACCOUNTING STANDARDS (Applicable unless otherwise exempt)

Seller shall communicate and otherwise deal directly with the Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Buyer with copies of all communications between Seller and the Contracting Officer respecting Cost Accounting Standards, FAR 52.230-2 and Administration of Cost Accounting Standards, FAR 52.230-6, provided Seller shall not be required to disclose to Buyer such communications containing information which is privileged and confidential to the Seller. In addition to any other remedies provided by law or under this Purchase Order, Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense if Buyer is subjected to any liability as the result of a failure of the Seller or its lower-tier subcontractors to comply with the requirements of FAR 52.230-2, 52.230-3, 52.230-5 or 52.230-6. Paragraph (b) is deleted in each of the foregoing clauses.

(B) TRUTH IN NEGOTIATIONS

Cost or Pricing Data (applicable only if certified cost or pricing data has been provided). The clause entitled "Subcontractor Cost or Pricing Data" is a part of this purchase order if the Seller was required to furnish cost and pricing data and a Certification of Current Cost or Pricing Data for this purchase order. If it was not required to furnish such data and Certificate, the clause entitled "Subcontractor Cost or Pricing Data-Modification" is a part of this purchase order. Seller shall update its proposal and re-certify its cost or pricing data whenever costs, factors, or prices change such that cost or pricing data previously furnished is no longer accurate, current, or complete.

#### 1. Indemnification

If any price (including profit or fee) negotiated in connection with the prime contract between the Government and the Buyer or any cost that is reimbursable under said contract is reduced because cost or pricing data

furnished by the Seller in connection with any proposal submitted by the Buyer relating to said contract or in connection with this purchase order was not accurate, complete, or current, the Seller shall indemnify the Buyer in the amount of said reduction.

The phrase "cost or pricing data" as used herein shall be deemed to include any such data which related to a lower-tier prospective or actual subcontract, at any level, which was submitted by the Seller or which it procured by submission of, in connection with the aforesaid proposal or this purchase order in support of its cost estimate.

If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Seller shall be liable and shall pay the Buyer at the time such overpayment is repaid:

- i. Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Seller to the date the Buyer is repaid by the Seller at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6821(a)(2); and
- ii. For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if the Seller knowingly submitted cost or pricing data which were incomplete, inaccurate, or non-current.

## 2. Cost or Pricing Data for Changes

Prior to the pricing of any change or other modification to this purchase order which involves increases and/or decreases in costs plus applicable profit in excess of \$500,000\* and resulting from a change in the prime contract, subcontractors shall submit cost or pricing data and shall certify that the data, as defined in Federal Acquisition Regulation 15.406-2, submitted either actually or by specific identification in writing are accurate, complete, and current as of the date of completion of negotiations.

When required to obtain cost or pricing data from its subcontractors, pursuant to the provisions of this purchase order, Seller shall obtain such data.

\*Unless otherwise required by the Buyer.

## 6. Disputes - Government Contracts

Any reference to the "Disputes clause" in any applicable FAR Clause under paragraph 3 above shall mean this paragraph 6, Disputes - Government Contracts

i. Any dispute arising under this purchase order relating to any decision of the Contracting Officer under the prime contract shall be resolved in accordance with Paragraph (ii) below. All other disputes will be resolved by the Section 6, Disputes in the General Terms and Conditions Of Purchase.

ii. 1. Notwithstanding any other provisions in this purchase order, any decision of the Contracting Officer under the prime contract which binds Buyer shall bind both Buyer and Seller to the extent that it relates to this purchase order—provided that:

- a. The Buyer notifies with reasonable promptness the Seller of such decision and
- b. The Buyer, at its sole discretion, authorizes in writing the Seller to appeal in the name of the Buyer such decision at its own expense, or
- c. If Buyer should appeal such decision, Buyer at its sole discretion offers to the Seller the opportunity at its own expense to join Buyer in such appeal.

2. Any decision upon such appeal, when final, shall be binding upon the Seller.

3. The Seller shall keep Buyer informed of any appeal it makes by providing copies of all pertinent documents to Buyer.

4. The Seller shall indemnify and save harmless from any and all liability of any kind incurred by or imputed to Buyer under Section 5, "Fraudulent Claims," of the Contract Disputes Act of 1978, as amended, if Seller is unable to support any part of its claim and it is determined that such inability is attributable to fraud or misrepresentation of fact on the part of Seller.

iii. Pending any prosecution, appeal, or final decision or settlement of any dispute arising under this purchase order, the Seller shall proceed diligently, as directed by Buyer, with the performance of this purchase order.

iv. Nothing in this clause nor any authorization or offer that may be made shall be deemed to constitute acceptance or acknowledgment by Buyer of the validity of Seller's claim or any part thereof, nor be deemed to limit or in any way restrict Buyer from taking any actions, including available remedies, it deems appropriate to protect its own interests.

v. As used in this clause, the word "appeal" means an appeal taken under the Contract Disputes Act of 1978, as amended.