**STANDARD HARD-CODED PURCHASE ORDER TERMS AND CONDITIONS**

**TC-HARDCODE (7/1/26)**

DEFINITIONS

"BUYER" MEANS RAYTHEON COMPANY OR THE RAYTHEON COMPANY SUBSIDIARY IDENTIFIED ON THE FACE OF THE PURCHASE ORDER.

"BUYER'S PURCHASING REPRESENTATIVE" MEANS THE RAYTHEON COMPANY PERSON AUTHORIZED TO EXECUTE AND / OR MAKE CHANGES TO THIS PURCHASE ORDER.

"PURCHASE ORDER" OR "ORDER" MEANS THIS INSTRUMENT OF CONTRACTING, INCLUDING THE GENERAL TERMS AND CONDITIONS OF PURCHASE REFERENCED HEREIN AND ALL REFERENCED SUPPLEMENTS, DOCUMENTS, EXHIBITS, ATTACHMENTS, AND ANY OTHER AGREEMENTS INCORPORATED BY REFERENCE WITHIN THIS PURCHASE ORDER.

"SELLER" OR "SUPPLIER" MEANS THE PARTY IDENTIFIED ON THE FACE OF THE PURCHASE ORDER THAT IS CONTRACTING WITH BUYER TO PROVIDE GOODS OR SERVICES.

The requirements set forth in the Solicitation Attachment are in addition to and not in place of Buyer's requirements identified elsewhere in the request for quotation (RFQ) or request for proposal (RFP) (hereinafter collectively referred to as the "Solicitation") you receive from Buyer. Any Purchase Order awarded as a result of the Solicitation shall at a minimum contain the following standard terms and conditions:

(1) THE FOLLOWING TERMS AND CONDITIONS ACCESSIBLE AT https://www.rtx.com/suppliers, AND QUALITY NOTES AND SUPPLIER PACKAGING INFORMATION ATTACHMENTS ACCESSIBLE AT https://www.rtx.com/raytheon/suppliers, AND PURCHASE ORDER (PO) ATTACHMENTS ARE MADE A PART OF THESE CONTRACT TERMS AND CONDITIONS BETWEEN YOU ("SUPPLIER" OR "SELLER") AND RAYTHEON COMPANY ("RAYTHEON" OR "BUYER"):

(A) THE RTX STANDARD TERMS AND CONDITIONS OF PURCHASE-NON-PRODUCT [APPLICABLE TO PURCHASE OF SERVICES FOR INTERNAL USE OR CUSTOMER DELIVERY, INCLUDING FOR GOODS THAT SUPPORT SUCH SERVICES, PROVIDED SUCH SERVICES ARE NOT CONTINGENT LABOR. THE NON-PRODUCT FORM SHALL ALSO APPLY WHEN PURCHASING GOODS FOR BUYER'S INTERNAL USE ONLY REGARDLESS OF FUNDING SOURCE];

(B) THE RTX STANDARD TERMS AND CONDITIONS OF PURCHASE-PRODUCT [APPLICABLE TO PURCHASE OF GOODS THAT WILL BE INCORPORATED OR EMBEDDED INTO A RAYTHEON END PRODUCT, OR THAT WILL BE OTHERWISE DELIVERED TO A CUSTOMER, INCLUDING THE DELIVERY OF SERVICES TO SUPPORT SUCH GOOD]; OR

(C) THE RTX STANDARD TERMS AND CONDITIONS - SERVICES [APPLICABLE TO PURCHASE OF SERVICES FOR INTERNAL USE. THE SERVICES FORM SHALL NOT APPLY FOR PURCHASE OF GOODS, CUSTOMER-FUNDED PURHCASES, PURCHASES FOR CONTINGENT LABOR, OR DIGITAL SERVICES].

(2) WHEN "TP-650 - RAYTHEON COMPANY TERMS AND CONDITIONS APPLY TO THIS PURCHASE ORDER" APPEARS IN THE HEADER TEXT, THIS SECTION 2 REPLACES SECTION 1 (ABOVE) SUCH THAT THE FOLLOWING RAYTHEON COMPANY ("RAYTHEON" OR "BUYER") TERMS AND CONDITIONS, PURCHASE ORDER (PO) ATTACHMENTS, AND QUALITY NOTES INCORPORATED BY REFERENCE HEREIN (COLLECTIVELY, THE "TERMS AND CONDITIONS"), IN EFFECT AS OF THE DATE OF THIS PURCHASE ORDER AND ACCESSIBLE AT https://www.rtx.com/raytheon/suppliers, ARE THE CONTRACT TERMS AND CONDITIONS BETWEEN YOU ("SUPPLIER" OR "SELLER") AND RAYTHEON COMPANY:

(A) RAYTHEON GENERAL TERMS AND CONDITIONS OF PURCHASE TC-001 [APPLICABLE TO PURCHASE ORDERS ISSUED TO SUPPLIERS IN THE UNITED STATES];

(B) RAYTHEON INTERNATIONAL GENERAL TERMS AND CONDITIONS OF PURCHASE TC-004 [APPLICABLE ONLY TO PURCHASE ORDERS ISSUED TO SUPPLIERS IN A FOREIGN COUNTRY, IF TC-004 APPLIES, TC-001 DOES NOT APPLY];

(C) RAYTHEON PURCHASE ORDER ATTACHMENT TC-UPDATE [APPLICABLE ONLY TO ORDERS IN SUPPORT OF A U.S. GOVERNMENT AGENCY OR A U.S. GOVERNMENT DEPARTMENT OF DEFENSE PRIME CONTRACT OR HIGHER-TIER SUBCONTRACT. UNLESS OTHERWISE NOTED, THE REVISION DATE OF THE TC-UPDATE IN EFFECT AS OF THE DATE THIS PURCHASE ORDER WAS ISSUE TO THE SELLER SHALL APPLY].

(3) RAYTHEON PURCHASE ORDER ATTACHMENT U.S. GOVERNMENT PROPERTY IN POSSESSION OF SELLER, PT-001 IN EFFECT AS OF THE DATE OF THIS PURCHASE ORDER AND ACCESSIBLE AT https://www.rtx.com/raytheon/suppliers [APPLICABLE TO PURCHASE ORDERS WHEN PERFORMANCE INCLUDES GOVERNMENT PROPERTY, AS THAT TERM IS DEFINED IN 52.245-1, WHETHER FURNISHED, FABRICATED, ACQUIRED, OR IN THE POSSESSION OF SELLER OR ANY OF THE SELLER'S SUBCONTRACTORS OR SUPPLIERS AT ANY TIER, WITHOUT REGARD TO WHEN TITLE TO SUCH PROPERTY BECOMES VESTED IN BUYER OR BUYER'S CUSTOMER.]

(4) ADDENDUM TO SOFTWARE LICENSES WITH RAYTHEON

(A) FULLY EXECUTED ADDENDUM TO SOFTWARE LICENSES WITH RAYTHEON, IP-006 IN EFFECT AS OF THE DATE OF THIS PURCHASE ORDER AND ACCESSIBLE AT https://www.rtx.com/raytheon/suppliers [APPLICABLE TO PURCHASE ORDERS FOR THE ACQUISITION AND USE OF SOFTWARE WHETHER PROCURED SEPARATELY OR AS PART OF ANY COMPUTER, EQUIPMENT, OR SYSTEM].

(B) FULLY EXECUTED ADDENDUM TO SOFTWARE AS A SERVICE SUBSCRIPTION LICENSES WITH RAYTHEON, IP-006 SaaS IN EFFECT AS OF THE DATE OF THIS PURCHASE ORDER AND ACCESSIBLE AT https://www.rtx.com/raytheon/suppliers [APPLICABLE TO PURCHASE ORDERS FOR THE ACQUISITION AND USE OF SOFTWARE AS A SERVICE. WHETHER PROCURED SEPARATELY OR AS PART OF ANY COMPUTER, EQUIPMENT, OR SYSTEM].

(5) BY ACCEPTING THIS PURCHASE ORDER, SELLER HEREBY CERTIFIES THAT ITS ANNUAL SUPPLIER REGISTRATION DATA, REPRESENTATIONS AND CERTIFICATIONS SUBMITTED TO RAYTHEON IS CURRENT, ACCURATE AND COMPLETE AS OF THIS DATE, THAT SUPPLIER IS IN COMPLIANCE WITH THE FOLLOWING CLAUSES, AND IS, THEREFORE, ELIGIBLE FOR THIS AWARD.

(A) 52.203-11 "CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTION" (APPLIES OVER $200,000 OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT)

(B) 52.209-5 "CERTIFICATION REGARDING RESPONSIBILITY MATTERS" (APPLIES OVER $45,000 OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT)

(C) 52.222-22 "PREVIOUS CONTRACTS AND COMPLIANCE REPORTS" (APPLIES OVER $10,000 OR THE DOLLAR THRESHOLD IN EFFECT AS OF THE DATE OF THE PRIME CONTRACT)

(6) IF A DPAS RATING IS SHOWN ON THE FACE OR ANY LINE OF THIS PURCHASE ORDER, THEN THIS IS A "DPAS RATED" ORDER CERTIFIED FOR NATIONAL DEFENSE USE, AND YOU ARE REQUIRED TO FOLLOW ALL THE PROVISIONS OF THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM REGULATION (15 CFR 700 ET SEQ.). ALL "DPAS RATED" ORDERS MUST BE ACCEPTED OR REJECTED AS FOLLOWS:

(A) "DO" RATED POs MUST BE ACCEPTED OR REJECTED IN WRITING (HARDCOPY), OR IN ELECTRONIC FORMAT, WITHIN 15 WORKING DAYS AFTER ORDER RECEIPT.

(B) "DX" RATED POs MUST BE ACCEPTED OR REJECTED IN WRITING (HARDCOPY), OR IN ELECTRONIC FORMAT, WITHIN 10 WORKING DAYS AFTER ORDER RECEIPT.

(C) REJECTION OF "DO" OR "DX" ORDERS MUST BE IN WRITING (HARDCOPY), OR IN ELECTRONIC FORMAT, GIVING THE SPECIFIC REASON FOR THE REJECTION.

(D) IF, AFTER ACCEPTANCE OF THIS ORDER, SELLER SUBSEQUENTLY FINDS THAT SHIPMENT OF PERFORMANCE WILL BE DELAYED, SELLER MUST NOTIFY THE BUYER IMMEDIATELY IN WRITING (HARDCOPY), OR IN ELECTRONIC FORMAT, GIVE REASONS FOR THE DELAY, AND ADVISE OF A NEW SHIPMENT OR PERFORMANCE DATE.

IF BOTH DPAS RATED AND UNRATED PO QUANTITIES ARE REFLECTED IN THIS ORDER, YOU ARE ONLY REQUIRED TO FOLLOW THE DPAS REGULATION AS IT PERTAINS TO THE DPAS RATED QUANTITIES.

(7) SELLER SHALL COMPLY WITH THE APPLICABLE RAYTHEON COMPANY FREIGHT ROUTING GUIDE UNDER "SHIPPING" AT THE URL: https://www.rtx.com/raytheon/suppliers. PURCHASE ORDER NUMBER(S) AND THE RELEVANT LINE ITEM NUMBER(S) MUST APPEAR ON ALL CORRESPONDENCE, SHIPPING LABELS, AND SHIPPING DOCUMENTS, INCLUDING ALL PACKING SHEETS, BILLS OF LADING, AIR WAYBILLS, AND INVOICES. IN THE EVENT THAT SELLER USES AN UNAUTHORIZED FREIGHT FORWARDER OR CARRIER TO SHIP DEFENSE ARTICLES IN VIOLATION OF THE INTERNATIONAL TRAFFIC IN ARMS REGULATIONS ("ITAR") AND BUYER INCURS COSTS IN INVESTIGATING AND SUBMITTING A VOLUNTARY DISCLOSURE TO THE U.S. DEPARTMENT OF STATE, DIRECTORATE OF DEFENSE TRADE CONTROLS ("DDTC") AS A RESULT, SELLER SHALL PROVIDE BUYER WITH A PAYMENT OF EITHER FIFTY THOUSAND DOLLARS ($50,000) OR ANY AMOUNT WHICH REPRESENTS THE PURCHASE PRICE UNDER THIS PURCHASE ORDER, WHICHEVER IS LESS, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, WITHIN 10 DAYS OF THE DATE OF ISSUANCE OF BUYER'S NOTICE OF SUBMISSION OF BUYER'S VOLUNTARY DISCLOSURE. SELLER'S PAYMENT UNDER THIS CLAUSE SHALL NOT REDUCE ANY CAP OR LIMITS ON DAMAGES RECOVERABLE BY BUYER AND BUYER'S ACCEPTANCE OF SUCH PAYMENT SHALL NOT BE DEEMED TO BE A WAIVER BY BUYER TO EXERCISE ANY RIGHT OR REMEDY THAT IT MAY HAVE UNDER THIS PURCHASE ORDER, AT LAW OR IN EQUITY, OR WAIVE ANY CLAIMS FOR OTHER COSTS OR DAMAGES UNDER THIS PURCHASE ORDER.

(8) CONFLICT MINERALS

SELLER RECOGNIZES, CONSISTENT WITH THE PUBLIC POLICY UNDERLYING ENACTMENT OF THE CONFLICT MINERALS PROVISION (SECTION 1502) OF THE DODD-FRANK WALL STREET REFORM AND CONSUMER PROTECTION ACT (THE "ACT"), THE SIGNIFICANT LEGAL AND NON-LEGAL RISKS ASSOCIATED WITH SOURCING TIN, TANTALUM, TUNGSTEN, AND GOLD (THE "CONFLICT MINERALS") FROM THE DEMOCRATIC REPUBLIC OF THE CONGO AND ADJOINING COUNTRIES ("DRC COUNTRIES"). ACCORDINGLY, SELLER COMMITS TO COMPLY WITH SECTION 1502 OF THE ACT AND ITS IMPLEMENTING REGULATIONS; TO THE EXTENT SELLER IS NOT A "REGISTRANT" AS DEFINED IN THE ACT, SELLER SHALL COMPLY WITH SECTION 1502 OF THE ACT AND ITS IMPLEMENTATION REGULATIONS EXCEPT FOR THE FILING REQUIREMENTS. IN PARTICULAR, SELLER COMMITS TO HAVE IN PLACE A SUPPLY CHAIN POLICY AND PROCESSES TO UNDERTAKE (I) A REASONABLE INQUIRY INTO THE COUNTRY OF ORIGIN OF CONFLICT MINERALS INCORPORATED INTO GOODS IT PROVIDES BUYER; (II) DUE DILIGENCE OF ITS SUPPLY CHAIN, FOLLOWING A NATIONALLY OR INTERNATIONALLY RECOGNIZED DUE DILIGENCE FRAMEWORK, AS NECESSARY, TO DETERMINE IF CONFLICT MINERALS SOURCED FROM THE DRC COUNTRIES DIRECTLY OR INDIRECTLY SUPPORT UNLAWFUL CONFLICT THERE; AND (III) RISK ASSESSMENT AND MITIGATION ACTIONS NECESSARY TO IMPLEMENT THE COUNTRY OF ORIGIN INQUIRY AND DUE DILIGENCE PROCEDURES. UPON WRITTEN REQUEST, SELLER SHALL PROMPTLY PROVIDE BUYER WITH COMMERCIALLY REASONABLE INFORMATION REGARDING THE FOREGOING REQUIREMENTS TO SUPPORT BUYER'S OBLIGATIONS UNDER THE ACT.

(9) IF SELLER IS PROPOSING UNDER THE SMALL BUSINESS ADMINISTRATION SECTION 8 (D) SUBCONTRACTING PROGRAM, BY ACCEPTING THIS PURCHASE ORDER SELLER HEREBY ACKNOWLEDGES AND CERTIFIES THAT ITS BUSINESS SIZE AND ITS SMALL BUSINESS STATUS AS RECORDED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) AT https://sam.gov, OR AS OTHERWISE CERTIFIED TO BUYER, WAS CURRENT, ACCURATE AND COMPLETE AS OF THE DATE OF SELLER'S OFFER FOR THIS PURCHASE ORDER.

(10) IN ACCORDANCE WITH DFARS 252.204-7008 "COMPLIANCE WITH SAFEGUARDING COVERED

DEFENSE INFORMATION CONTROLS" SELLER SHALL INDICATE WHETHER DEVIATION FROM ANY OF THE SECURITY REQUIREMENTS IN THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST) SPECIAL PUBLICATION (SP) 800-171, "PROTECTING CONTROLLED UNCLASSIFIED INFORMATION IN NONFEDERAL INFORMATION SYSTEMS AND ORGANIZATIONS" https://dx.doi.org/10.6028/NIST.SP.800-171 THAT IS IN EFFECT AT THE TIME THE PRIME CONTRACT SOLICITATION IS ISSUED IS ANTICIPATED IN THE PERFORMANCE OF THE PURCHASE ORDER BY SELLER OR CONTRACTOR AT ANY TIER.

(11) IN ACCORDANCE WITH DFARS 252.239-7009 "REPRESENTATION OF USE OF CLOUD COMPUTING" SELLER SHALL INDICATE WHETHER THE USE OF CLOUD COMPUTING IS ANTICIPATED IN THE PERFORMANCE OF THE PURCHASE ORDER BY SELLER OR CONTRACTORS AT ANY TIER.

(12) PAYMENT TERMS:

PAYMENT DUE DATE WILL BE CALCULATED USING THE NUMBER OF DAYS SHOWN ON THE FIRST PAGE OF THIS PURCHASE ORDER. UNLESS A SHORTER PERIOD IS INDICATED ON THE FIRST PAGE OF THIS PURCHASE ORDER, PAYMENT DUE DATE WILL BE CALCULATED USING 33 DAYS WHEN GOODS OR SERVICES PROVIDED BY SELLER ARE PROVIDED TO BUYER'S U.S. GOVERNMENT CUSTOMER ON A COST, TIME & MATERIAL OR PROGRESS PAYMENT FINANCING BASIS AND PAYMENT DUE DATES FOR ALL OTHER PROCUREMENTS OF GOODS OR SERVICES WILL BE CALCULATED USING 90 DAYS. CALCULATIONS OF PAYMENT DUE DATES WILL COMMENCE FROM THE DATE A COMPLETE AND ACCURATE INVOICE IN ACCORDANCE WITH THE PURCHASE ORDER REQUIREMENTS AND COMPLIANT WITH RAYTHEON'S INSTRUCTIONS IS RECEIVED BY RTX ACCOUNTS PAYABLE. PURCHASE ORDER NUMBER(S) MUST APPEAR ON ALL SUCH INVOICES. RTX ACCOUNTS PAYABLE PROCESSES ALL INVOICE PAYMENTS ONCE A WEEK ON TUESDAY. PAYMENTS SHALL BE RENDERED TO SELLER ON THE FIRST TUESDAY FOLLOWING THE NET PAYMENT DATE. WHEN THE FIRST TUESDAY FOLLOWING A SCHEDULE PAYMENT DATE IS A LEGAL U.S. BANKING HOLIDAY, THE PAYMENT SHALL BE MADE ON THE NEXT U.S. BUSINESS DAY.

EVALUATED RECEIPT SETTLEMENT (ERS) ALSO KNOWN AS "PAY ON RECEIPT" OR "SELF-BILLING" IS THE PREFERRED METHOD OF INVOICING FOR GOODS SHIPPED TO RAYTHEON. SUCH INVOICES ARE GENERATED BY BUYER'S SYSTEM BASED ON QUANTITY RECEIVED AND PURCHASE ORDER PRICE. PAYMENT DUE DATE FOR PURCHASE ORDERS AUTHORIZED FOR INVOICING USING ERS PROCESSING, WHETHER UNDER NET OR DISCOUNT TERMS, WILL BE DETERMINED BY THE DATE GOODS ARE RECEIVED ON BUYER'S DOCK. INVOICES ARE DISCARDED BY RAYTHEON WHEN ALL PURCHASE ORDER LINES INDICATE ERS.

PAYMENT DUE DATE FOR FRAMEWORK LEASE ORDERS ARE NOTED ON THE PURCHASE ORDER AND IN ACCORDANCE WITH PAYMENT SCHEDULES FOR RECURRING PAYMENTS FOR LEASING ARRAGNEMENTS. PAYMENTS FOR LEASING ARRANGEMENTS WILL BE MADE USING THE SAME WEEKLY PAYMENT PROCESS DESCRIBED ABOVE.

EXCEPT FOR ERS, OR WHEN SELLER IS CURRENTLY INVOICING VIA ELECTRONIC DATA INTERCHANGE (EDI), EXOSTAR OR ARIBA, SELLER SHALL CONTACT TRANSCEPTA LLC AT http://connect.transcepta.com/raytheon AND REGISTER TO SUBMIT INVOICES ELECTRONICALLY TO RAYTHEON.

(13) WITH THE EXCEPTION OF WORK UNDER DPAS RATED ORDERS, COMMENCEMENT OF PERFORMANCE UNDER THIS PO IN THE ABSENCE OF SELLER'S WRITTEN ACKNOWLEDGEMENT SHALL BE DEEMED ACCEPTANCE OF THIS PO.

(14) PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(A) SELLER RECOGNIZES THAT BUYER AND ITS RESPECTIVE AFFILIATES ARE SUBJECT TO SECTION 889 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 2019 ("SECTION 889"), WHICH PROHIBITS PRIME CONTRACTORS TO THE U.S. GOVERNMENT FROM USING (REGARDLESS OF END USE) "COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES", AS SUCH TERMS IS DEFINED IN SECTION 889 ("PROHIBITED TELECOM").

(B) SELLER REPRESENTS THAT IT 1) HAS NOT, AT ANY TIME IN THE PAST, AND 2) SHALL NOT FURNISH TO BUYER ANY GOODS OR SERVICES THAT USE OR CONTAIN PROHIBITED TELECOM.

(C) SELLER AGRESS (I) IT HAS PROCESSES IN PLACE, WHICH INCLUDE REASONABLE DILIGENCE OF ITS SUPPLY CHAIN, TO ACCURATELY PROVIDE THE ABOVE REPRESENTATION; (II) TO IMMEDIATELY NOTIFY BUYER IF THE ABOVE REPRESENTATION IS NO LONGER TRUE (A "PROHIBITED TELECOM USE NOTICE"), AND (III) WITHIN TEN (10) BUSINESS DAYS OF SELLER'S SUBMISSION OF A PROHIBITED TELECOM USE NOTICE, TO PROVIDE BUYER WITH ANY ADDITIONAL AVAILABLE INFORMATION AS BUYER MAY REASONABLY REQUEST ABOUT SUCH SELLER'S USE OF PROHIBITED TELECOM IN THE GOODS AND/OR SERVICES IT FURNISHES, OR HAS FURNISHED, TO BUYER, IN ORDER FOR BUYER TO COMPLY WITH SECTION 889, AND TO CONFIRM THE MEASURES SELLER HAS TAKEN, OR WILL TAKE, TO PREVENT FUTURE USE OF PROHIBITED TELECOM IN THE GOODS IT FURNISHES TO BUYER.

(15) TO THE EXTENT SUPPLIER IS SUBJECT TO NIST SP 800-171 SECURITY REQUIREMENTS IN ACCORDANCE WITH DFARS 252.204-7012, SUPPLIER REPRESENTS THAT IT HAS (1) COMPLETED WITHIN THE LAST 3 YEARS AND WILL MAINTAIN AT LEAST A CURRENT BASIC NIST SP 800-171 DOD ASSESSMENT FOR ALL COVERED CONTRACTOR INFORMATION SYSTEMS RELATED TO ITS BUSINESS WITH RAYTHEON COMPANY THAT ARE NOT PART OF AN INFORMATION TECHNOLOGY SERVICE OR SYSTEM OPERATED ON BEHALF OF THE GOVERNMENT AND (2) SUBMITTED OR WILL SUBMIT TO THE GOVERNMENT FOR POSTING TO THE USG'S SUPPLIER PERFORMANCE RISK SYSTEM (SPRS). THE INFORMATION REQUIRED BY PARAGRAPH (D) OF DFARS 252.204-7020 PRIOR TO ACCEPTING THIS ORDER. SUPPLIER REPRESENTS THAT IT IS AND WILL REMAIN CERTIFIED IN COMPLIANCE WITH DFARS 252.204-7021 TO THE LEVEL REQUIRED TO RECEIVE TECHNICAL DATA, IN ACCORDANCE WITH THE FLOWDOWN ATTACHMENT (FDA), IF SO STATED THEREIN.

(16) SELLER ACKNOWLEDGES THAT PRODUCT SAFETY AND COMMUNICATIONS OF SUCH TO ITS EMPLOYEES, SUPPLIERS, AND SUBCONTRACTORS IS A MATERIAL ELEMENT OF THIS PURCHASE ORDER.

(17) UPON BUYER'S REQUEST, SELLER SHALL PROMPTLY PROVIDE BUYER WITH DETAILED INFORMATION REGARDING THE RAW MATERIAL CONTENT OF ANY IMPORTED GOODS SUPPLIED UNDER THIS AGREEMENT, SUCH INFORMATION SHALL INCLUDE BUT NOT BE LIMITED TO: (A) THE PERCENTAGE BY WEIGHT, VOLUME OR VALUE OF EACH RAW MATERIAL SPECIFIED BY BUYER THAT IS INCORPORATED INTO THE GOODS; AND (B) THE COUNTRY OF ORIGIN OF EACH SUCH RAW MATERIAL. SELLER SHALL USE COMMERCIALLY REASONABLE EFFORTS TO OBTAIN AND VERIFY SUCH INFORMATION FROM ITS SUB-TIER SUPPLIERS. SELLER'S OBLIGATION UNDER THIS CLAUSE SHALL SURVIVE THE TERM OF THE ORDER AND REMAIN IN EFFECT FOR A PERIOD OF 3 YEARS AFTER THE FINAL DELIVERY OF GOODS THEREUNDER.

(18) BY ACKNOWLEDGING THIS PURCHASE ORDER YOU (SUPPLIER/SELLER) HEREBY CERTIFY THAT YOU AND / OR ANY OF YOUR PRINCIPALS ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR DECLARED INELIGIBLE FOR THE AWARD OF CONTRACTS BY ANY FEDERAL AGENCY.