

TERMS AND CONDITIONS – Foreign Supplier Under Government Contract

1. **GENERAL/ACCEPTANCE** - This purchase order (which term shall be deemed to include plans, specifications, regulations and other documents to the extent that any of the same are incorporated by reference) becomes the exclusive agreement between the parties for the supplies/services subject to the terms and conditions herein. Any of the following shall constitute Seller's unqualified acceptance of this purchase order: (a) acknowledgment of this purchase order; (b) furnishing of any part of the supplies/services under this purchase order; (c) acceptance of any payment for the supplies/services or (d) commencement of performance under this purchase order. Any additional or different terms proposed by Seller are objected to and are hereby rejected unless the same shall be accepted in writing by Buyer. Failure of any party to enforce its rights under this purchase order shall not constitute a waiver of such rights or of any other rights under this purchase order or otherwise.

2. **ARBITRATION** - All disputes, claims or controversies arising under or in connection with this purchase order and its interpretation or performance, including the validity, scope and enforceability of this Article, and which are not otherwise settled by the parties, shall be settled by arbitration. The arbitration shall be held in New York, New York, and shall be conducted in accordance with the "Rules of Conciliation and Arbitration of the International Chamber of Commerce" in effect at the time the proceedings begin. In the event of conflict between such rules and the provisions of this clause, such rules shall apply. The arbitration proceedings and all communications relating thereto shall be in English. The arbitration shall be conducted by a panel of three arbitrators, one of whom shall be named by each party. The third arbitrator who shall act as chairman shall be determined in accordance with the applicable "Rules of Conciliation and Arbitration of the International Chamber of Commerce". The arbitrators shall decide each issue presented to them in writing and by a majority vote.

All information relating to or disclosed by either party in connection with the arbitration of any dispute relating to this purchase order shall be treated by the parties, the representatives of the parties, and the arbitration panel as confidential business information. Such information shall not be disclosed by either party without the prior written authorization of the party furnishing such information in connection with the arbitration proceedings. Such information shall not be disclosed by the arbitrators without the prior written authorization of both parties. The arbitrators shall divide all costs incurred in conducting the arbitration in the final award in accordance with what they deem just and equitable under the circumstances.

Each party shall bear the burden of its own counsel fees incurred in connection with the arbitration proceedings under this purchase order. The decision of the arbitrators shall be final and binding. Any award made by the arbitrators shall be the sole and exclusive remedy of the parties. The parties hereto hereby waive any and all rights to a judicial review of the arbitrators' decision and any award included therein. Judgment upon the award returned by the arbitrators may be entered in the United States District Court for the Southern District of New York or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be. Any legal action arising out of this Contract, including the enforcement of any decision and award of the arbitrators shall be brought in the United States District Court for the Southern District of New York. Both parties hereby agree to exclusive jurisdiction of such court and submit to same. Unless otherwise directed by Buyer pending the final disposition of any dispute hereunder, Seller shall proceed diligently with the performance of this purchase order or any change hereto in accordance with the decision and instructions of Buyer, provided that Buyer shall pay Seller the amount due in accordance with this purchase order, subject to final disposition of the dispute.

3. **ASSIGNMENT, SUBCONTRACTING, AND PLACE OF PERFORMANCE** – (a) Neither this purchase order, nor any payments hereunder, are assignable or transferable without Buyer's written approval, which approval will not be unreasonably withheld. Buyer shall be entitled to the right of set-off against any amounts payable under this purchase order.

(b) Neither the entirety nor any part of this purchase order may be further subcontracted without the prior written consent of Buyer.

(c) This provision shall not apply to purchases of standard commercial articles or raw materials including casting, forgings, and rough welded structures on which Seller will perform further work.

(d) Seller further agrees that no subcontract placed under this purchase order shall provide for payment on a cost-plus-a-percentage-of-cost-basis. Seller further agrees to select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this purchase order.

(e) Seller shall notify Buyer of any change in the place of performance including but not limited to change in design, manufacturing, assembly, integration, or testing location of components or lower subassemblies, with regard to the requirements of this purchase order. Such notification shall be made to the cognizant Buyer Authorized Purchasing Representative not less than 30 days prior to the change to the place of performance.

(f) Buyer may charge to Seller any additional cost of inspection or requalification in connection with any change in the place of performance of this purchase order.

4. **BUYER'S AUTHORIZED REPRESENTATIVE** - (a) Buyer's Authorized Purchasing Representative is the individual authorized by Buyer's cognizant procurement organization to administer and/or execute the purchase order. Buyer's Authorized Purchasing Representative has sole authority to make contractual commitments on behalf of Buyer, to provide contractual direction, and to change contractual requirements as defined in the purchase order.

(b) Buyer's engineering, technical personnel and other representatives may from time to time render assistance or give technical advice or discuss or affect an exchange of information with Seller's personnel concerning the supplies or services being provided under this purchase order. No such action shall be deemed to be a change under the Changes clause of this purchase order and shall not be the basis for an equitable adjustment.

5. **CHANGES** - Buyer's Authorized Purchasing Representative may at any time, by written order, without notice to any surety, make changes or additions within the general scope of this purchase order in any one or more of the following: (a) drawings, designs, statement of work or specifications; (b) method of shipment or packing; (c) place of inspection, delivery, or acceptance; (d) quantities, where reasonable; (e) delivery schedules, where reasonable, and (f) the amount of Buyer/Government furnished property.

If any such change causes an increase or decrease in the cost of, or the time required for, performance of this purchase order, whether changed or not changed by any such written order, Seller shall notify Buyer in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of this purchase order. Any claim by Seller for such adjustment must be asserted within 15 days, or such other period as may be agreed on in writing by the parties, after Seller's receipt of notice of the change. Nothing contained in this paragraph shall excuse Seller from proceeding with the contract as changed. Seller hereby acknowledges any such direction provided by anyone other than Buyer's Authorized Representative is of no force and effect and Seller accepts all risks of accepting and/or otherwise proceeding with such unauthorized direction.

6. **CHOICE OF LAW** - This order shall be interpreted in accordance with the laws of the State of New York, except its rules in regard to conflict of laws.

7. **COMPLIANCE WITH LAWS AND REGULATIONS** – (a) To the extent they do not contradict the statutes, laws, regulations and

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administrative acts of the United States Government, Seller shall abide by and comply with all laws and regulations of any country having jurisdiction pertaining to the provisions hereunder, and shall hold Buyer harmless from any loss or damage arising from the failure of the Seller to do so. Seller agrees that performance of this purchase order is subject to the laws and regulations of the Department of Defense, Department of Energy, or other U.S. Federal Government agency, including but not limited to those identified in this purchase order. Any knowing willful act to falsify, conceal, or alter a material fact, or any false, fraudulent, or fictitious statement or representation, in connection with the performance of work under this order may be punishable in accordance with applicable Federal statutes.

(b) Buyer supports the U.S. Customs and Border Protection (CBP) Customs-Trade Partnership Against Terrorism (C-TPAT) program. This program is designed to protect the supply chain from the introduction of hazardous or prohibited contents in shipments to the United States or to any NGC facility, sub-tier supplier, or customer, wherever located. Shipments through U.S. importers, from manufacturers in foreign countries, and through U.S. brokers, freight forwarders, and/or carriers should be with certified and validated C-TPAT transportation companies unless otherwise approved by Buyer. Information about C-TPAT can be found at www.cbp.gov.

8. DEFAULT OF SELLER - The provisions of FAR 52.249-8 as in effect on the date of this order are incorporated in this paragraph by reference as follows: Subparagraphs (a), (b), (e) and subparagraph (f), except for the third sentence thereof, (g) and (h). Where necessary to make this FAR part applicable to this purchase order, "Contractor" shall mean "Seller", "Contracting Officer" shall mean "Buyer" and "Government" shall mean "Buyer" or the "Government". If bankruptcy, insolvency, dissolution, receivership or equivalent proceedings be instituted by or against Seller, upon Seller's making any assignment for the benefit of creditors or entering into any such arrangement or upon Seller's becoming insolvent, Buyer shall have the right to terminate this purchase order in accordance with subparagraph (a) of FAR 52.249-8.

9. DEFECTIVE WORK - Buyer, notwithstanding any prior acceptance, at its option, may reject or require prompt correction (in place or elsewhere) or any supplies which are defective in material or workmanship or otherwise fail to meet the requirements of this purchase order. All supplies furnished under this purchase order shall be subject to inspection at destination, notwithstanding any previous source inspection, and Seller shall be given notice of any defects, other than latent defects, within a reasonable time after receipt of the supplies and all records (such as affidavits, test reports, drawings, etc.) required to be furnished therewith. Buyer may, in addition to any rights it may have by law, prepare for shipment and ship the supplies to Seller, require Seller to remove them, direct their correction in place or, with authorization by Seller, correct them, and the expense of any such action, including transportation both ways, if any, shall be borne by Seller. If Seller fails promptly to remove such supplies and to proceed promptly to replace or correct them, Buyer may replace or correct supplies at the expense of Seller, including any excess cost. Seller shall not again tender rejected or corrected supplies unless Seller discloses the former tender and rejection or requirement of correction.

10. DELIVERY - Time is of the essence of this purchase order. Unless otherwise provided in this purchase order, delivery in whole or in part shall not be made more than 10 days prior to required delivery dates. Buyer may return earlier deliveries at Seller's risk and expense. Seller shall comply with the delivery schedule but shall not make material or production commitments in advance of such time as the Seller reasonably believes necessary to meet the schedule without prior written approval by Buyer. Representatives of Buyer, the Government, or both shall at all reasonable times have access to Seller's plant for the purpose of assuring delivery in accordance with the schedule.

11. GOVERNMENT OR BUYER PROPERTY - If in connection with the performance of this purchase order any property is furnished to Seller by Buyer or by the Government, Seller shall assume the risk of, and be responsible for, any loss, theft, destruction of, or damage to the property while in Seller's possession or control, except to the extent that this purchase order, with the prior approval of Buyer and/or

Government, provides for relief of Seller from such liability. In the absence of such approval, Seller shall return all such property in as good a condition as when received, except for reasonable wear and tear of for the utilization of such property in accordance with the provisions of the prime contract. Seller shall establish and maintain a system in accordance with the provisions of FAR 52.245-1 for the control of the Government or Buyer owned property. Seller shall also notify Buyer if approval of its property system has been withdrawn by the Government. At all times, Buyer and the Government shall have access to Seller's facilities for the purpose of reviewing its compliance with the management of Government or Buyer property related to this purchase order.

12. INDEMNITY - (a) If Seller, in connection with the performance of this purchase order, shall send any of its agents or employees onto premises owned or controlled by Buyer, Seller shall provide safety protection for persons and property in accordance with all applicable laws and regulations and indemnify and save harmless Buyer from and against any and all liabilities and losses whatsoever, whether resulting from or contributed to by negligence of buyer, including without limitation, costs and expenses in connection therewith, on account of, or by reason of, injury to, or death of, any person whomsoever, or loss of or damage to any property whatsoever, suffered or sustained in the course of, or in connection with, the performance of the work. Buyer, at its option, may require Seller to furnish evidence of insurance reasonably satisfactory to Buyer covering the liabilities and indemnification provided above but no acceptance of such evidence by Buyer shall be deemed a waiver or release of such liabilities or duty to indemnify.

(b) Seller shall comply with the provisions of FAR 52.215.10, 52.215-11, 52.215-12, and 52.215-13 which are incorporated herein by reference (Para. 37) to the extent such clauses are or become applicable to this purchase order. Seller shall indemnify and hold harmless Buyer from any amount, loss and expense, including interest assessed by the Government under 10 USC 2306a, by which this purchase order is determined by the Government to have been defectively priced because of Seller's or Seller's subcontractor's failure to comply with such provisions. The rights of the parties hereunder shall survive completion or termination of this purchase order.

13. INSPECTION - Buyer and its customer may inspect and test material, work in progress and supplies at all times and places, during manufacture and otherwise. If inspection and test are made on Seller's premises, Seller without additional charge shall provide reasonable facilities and assistance for the safety and convenience of the inspectors in performing their duties. Inspections and tests by Buyer shall be performed in such manner as not to delay the work unduly. Buyer may charge to Seller any additional cost or inspection and test when material, work, or supplies are not ready at the time such inspection and test is requested by Seller.

In case of rejection, neither Buyer nor its customer shall be liable for any reduction in value of samples used in connection with such inspection or test. Except as otherwise agreed in writing, all shipments and supplies furnished under this purchase order shall be subject to final inspection and acceptance by Buyer after receipt by Buyer at destination notwithstanding any previous source inspection or acceptance. Seller shall maintain an inspection and quality control system acceptable to Buyer and its customer.

14. INTELLECTUAL PROPERTY INDEMNITY - Seller shall indemnify Buyer, Buyer's customer and/or the Government and their respective officers, agents and employees against liability, including costs, for infringement of any patent, copyright, trademark, or other intellectual property arising out of the manufacture or delivery of supplies or performance of services under this purchase order or out of the use or disposal by, or for the account of, Buyer, Buyer's customer and/or the Government of such supplies. The foregoing indemnity shall not apply unless Seller shall have been informed as soon as practicable by Buyer, Buyer's customer and/or the Government of the suit or action alleging such infringement and shall have been given such

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opportunity as is afforded by applicable laws, rules or regulations to participate in the defense thereof.

Such indemnity shall not apply if: (a) the infringement results from compliance with specific written instructions of Buyer directing a change in the supplies or services to be delivered or in the materials or equipment to be used, or directing a manner of performance of this purchase order not normally used by Seller, or (b) the infringement results from an addition to, or change in, the supplies or services furnished made subsequent to delivery or performance by Seller, or (c) the claimed infringement is settled without the consent of Seller, unless required by final decree of a court of competent jurisdiction.

- 15. INVOICE AND PAYMENT** - A separate invoice shall be issued for each shipment. Unless otherwise specified in this purchase order, no invoice shall be issued prior to shipment of goods and no payment will be made prior to receipt of goods and a correct invoice. Payment due dates, including discount periods, will be computed from the date of receipt of goods or the date of receipt of a correct invoice (whichever is later) to date Buyer's check is issued. Unless freight and other charges are itemized, any discount taken will be taken on full amount of invoice. All costs included in the invoice must be computed in accordance with the latest revision of Section 31 of FAR and allowable in accordance with the principles therein. No payment shall be made for costs included in the invoice that are unallowable by Section 31.
- 16. LANGUAGE** - Unless otherwise agreed to in this purchase order, all documentation, handbooks, labels, identification markers, drawings, letters, and communications of any kind will be presented in the English language in accordance with United States American custom and usage.
- 17. LIENS** - Seller warrants that it has title to the goods to be delivered under this purchase order and shall deliver same free of all liens, claims and encumbrances.
- 18. MILITARY SECURITY REQUIREMENTS** - (a) Seller shall be responsible for safeguarding all classified information in accordance with the provisions of the Seller's Security Agreement with the Department of Defense and with all applicable Government requirements including, without limitation, of FAR 52.204-2 which is incorporated herein by reference. (b) Seller agrees to insert in all subcontracts under this purchase order which involve access to classified information, provisions which shall conform substantially to the language of Subparagraph (a) above and to this Subparagraph (b).
- 19. NEWS OR ADVERTISING RELEASE** - No news release in any way relating to Buyer or Seller concerning the purchase order shall be made by either party to any news media or the general public without prior approval of the other party. The parties agree that in the event a news release is so approved and made, such news release will recognize the Buyer and Seller.
- 20. NOTICE TO THE BUYER OF POTENTIAL DELAYS** - (a) Whenever Seller has knowledge that any occurrence is delaying or threatens to delay the timely performance of this purchase order, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to Buyer. Such occurrences shall include (1) actual or potential labor disputes; (2) fires, floods, unusually severe weather, (3) acts of Nature, (4) acts of the Government in either its sovereign or contractual capacity and any other cause for delay. (b) Seller agrees to insert this clause including this subparagraph (b) in any purchase order or subcontract hereunder.
- 21. ORDER OF PRECEDENCE** - The various documents constituting this purchase shall, insofar as is possible, be interpreted so as to be consistent with one another. In the event that a conflict or ambiguity arises in the interpretation of this purchase order, said conflict or ambiguity shall be resolved in accordance with the following order of precedence, with the first listed item having a higher precedence than later listed items: (a) typed purchase order form; (b) this terms and conditions document (P351-F11); (c) statement of work; (d) Specifications; and (e) Drawing(s).
- 22. INTELLECTUAL PROPERTY RIGHTS** - The rights of the U.S. Government in technical data, computer software and inventions

pertaining to the supplies and/or services delivered under this purchase order are set forth in the applicable FAR and DFARS clauses incorporated by reference. Buyer shall have the right to utilize the supplies and/or services in performance of Buyer's contractual obligations to its customer, including the right to copy and modify any technical data and computer software delivered under this purchase order and the right to deliver such technical data and computer software to Buyer's customer if it is required as a deliverable under Buyer's contract with its customer.

This purchase order does not confer or grant to Seller, in any manner whatsoever, any license or right under any patent, trademark, trade secret, maskwork, copyright or other intellectual property right held by Buyer, except as needed to perform the work ordered by Buyer under this purchase order.

- 23. PROTECTION OF INFORMATION** - Trade secrets and proprietary information of Buyer (hereinafter collectively referred to as "Information") shall mean information disclosed to Seller by Buyer or developed by Seller in connection with this purchase order which is either identified to Seller as being proprietary to Buyer or which is information that a reasonable person would understand to be such Information. Examples of Information include, but are not limited to, customer lists, pricing policies, market analyses, business plans or programs, software, specifications, manuals, print-outs, notes and annotations, performance data, drawings, photographs, and engineering, manufacturing or technical information related to Buyer's products and services, as well as duplicates or copies thereof. Information shall not mean any information previously known to Seller without obligation of confidence, or which becomes publicly disclosed, or which is rightfully received by Seller from a third party without obligation of confidence.

Information furnished to Seller shall remain Buyer's proprietary property, shall be duplicated only as authorized in writing by Buyer, and shall be returned to Buyer upon request or when no longer required for the performance of this purchase order. Seller shall not disclose Information to any third party, and shall take all reasonable precautions to prevent the disclosure of Information to third parties, including any foreign national, firm, or country, and foreign nationals employed by or associated with Seller's company except as specifically authorized by the Buyer. Seller shall comply with all applicable government security regulations, and access to such Information as may contain classified information shall be restricted accordingly.

Data and information provided by Seller shall be considered proprietary only when marked as proprietary. Seller's proprietary data and information will be used by Buyer only upon approval of Seller. Buyer may use unmarked Seller's data and information for any purpose.

Seller agrees not to use Information to develop any product, service or system, or to support any third party in the development of any product, service or system, in recognition of the inherent difficulty of differentiating the use of trade secret information from the independent development of similar information by one who has access to the trade secret information, and for the convenience of both parties in avoiding disputes. Seller further agrees, for a period of three years from the completion or termination of this purchase order, to refrain from providing any product, service or system of the same nature as that contemplated under this purchase order to any competitor of Buyer.

This clause is not intended to conflict with Federal Acquisition Regulation 52.203-6 entitled "Restriction on Subcontractor Sales to the Government" or other government procurement regulations, and to the extent it may do so, it shall be inoperable.

- 24. QUANTITY** - Buyer need not accept any variation in quantity except as specified in this purchase order. Overshipments may be returned to Seller at Seller's expense, which shall include a reasonable cost for the Buyer's handling, or be retained by Buyer at no increase in price. To the extent that supplies covered by this purchase order are produced in accordance with drawings or specifications which are

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proprietary to Buyer or to Buyer's customer, Seller shall not manufacture or retain for the purpose of display, or otherwise, any more such supplies, or parts thereof, than are required to be delivered under this purchase order. Any such excess supplies, or parts therefore, shall be delivered free of charge to Buyer at the designated delivery point at Seller's risk and expense or destroyed and the destruction certified by Seller.

25. RESPONSIBILITY FOR SUPPLIES - Except as specifically otherwise provided in this purchase order, Seller shall be responsible for supplies meeting the requirements of this purchase order until final inspection and acceptance thereof by Buyer and shall bear all risks as to rejected supplies or supplies requiring correction after notice of rejection notwithstanding any prior acceptance.

26. SPECIAL TOOLING (ST), SPECIAL TEST EQUIPMENT (STE) AND FACILITIES - Unless specifically provided to the contrary in this purchase order, Seller warrants that the price set forth in this purchase order does not include; (a) any amount representing rent for the use of Government-owned (ST), (STE) or Facilities capital cost of money (FAC) or (b) as a direct charge to this purchase order, the cost of any (ST), (STE) or (FAC) as the same are defined in subpart 2.1 of the Federal Acquisition Regulation (FAR). Any such (ST), (STE) or (FAC) to be charged to Buyer will be covered by a separate purchase order.

27. SUBSTITUTIONS - Seller shall not substitute materials or accessories without written consent of Buyer.

28. TAXES AND DUTIES - All taxes, including but not limited to, levies, surcharges, import taxes, export taxes, duties, tariffs, surcharges and social benefit fees imposed on Buyer and/or its employees by any authority of any country arising out of or related to the work or services performed by Seller hereunder, including transportation associated therewith shall be solely for the account of and shall be paid by Seller. Seller shall indemnify for the account of and shall be paid by Seller. Seller shall indemnify and hold Buyer harmless from the payment of such taxes, and Buyer may deduct the amount of any such taxes paid by Buyer from any amounts due Seller.

The purchase order price shall include all applicable taxes and duties. Such taxes and duties, if any, shall be separately itemized on the invoice.

29. TERMINATION - Without limiting Buyer's right to cancel this order for default of Seller as provided below, Buyer may terminate all or any part of the work under this order and process Seller's claims therefore in accordance with the provisions of the Termination Clause set forth in Part 52.249-2 of the Federal Acquisition Regulations as in effect on the date of this order. Where necessary to make this FAR part applicable to this purchase order, "Contractor" shall mean "Seller", "Contracting Officer" shall mean "Buyer" and "Government" shall mean "Buyer" or the "Government". In paragraph (d) of 52.249-2, change "1 year" to "6 months or any extension thereto." Delete paragraph (i) of 52.249-2.

30. WARRANTY - Seller warrants that the supplies covered by this purchase order will conform to the design, specifications, drawings, samples and other descriptions referred to in this purchase order, will be free from defects in material and workmanship, and, to the extent that Seller knows or has reason to know of the purpose for which the supplies are intended, will be fit and sufficient for such purpose. The warranties contained in this paragraph shall run to Buyer and its customers.

Seller warrants that supplies/services provided under this purchase order shall not infringe upon the rights of any third party, and that Seller is subject to no agreement which in any manner would interfere with Buyer's intellectual property rights as described in the Intellectual Property Rights and Protection of Information provisions of these terms and conditions. In so far as the FAR Authorization and Consent regulation incorporated by reference below applies as to any patent infringement claim, no warranty of non-infringement of any such patent claim is provided.

31. STANDARD OFFSET/COUNTERTRADE CLAUSE - The total value of this purchase order is to be applied as offset credit in support of any present or future offset obligations, in Seller's country, of Buyer,

its subsidiaries and affiliates. Buyer shall have the right to assign, sell, or otherwise transfer such credits to third parties of its choice to be used in meeting the offset obligations of said third parties.

32. EXPORT RELATED REQUIREMENTS - (a) Export Compliance. Seller is advised that its performance of this Subcontract may involve the use of or access to articles, technical data or software that is subject to export controls under 22 United States Code 2751-2796 (Arms Export Control Act) and 22 Code of Federal Regulations (120-130) (International Traffic in Arms Regulations) or 50 United States Code 2401-2420 (Export Administration Act) and 15 Code of Federal Regulations 768-799 (Export Administration Regulations) and their successor and supplemental laws and regulations (collectively hereinafter referred to as the "Export Laws and Regulations"). Subcontractor/Seller represents and warrants that it is either 1) a U.S. Person as that term is defined in the Export Laws and Regulations, or 2) that it has disclosed to Buyer's Authorized Purchasing Representative in writing the country in which it is incorporated or otherwise organized to do business, or if a natural person, all citizenships and US immigration status. Seller shall comply with any and all Export Laws and Regulations, and any license(s) issued thereunder.

(b) Foreign Personnel. Seller shall not give any Foreign Person (including Seller's own non-U.S. employees or affiliates) access to Technical Data, software or Defense Articles, or provide an unauthorized Defense Service as those terms are defined in the applicable Export Laws and Regulations without the prior written consent of Buyer. Any request for such consent must state the intended recipient's citizenship(s), and status under 8 U.S.C. 1101 and 8 U.S.C. 1324 (the "Immigration and Naturalization Act"), and such other information as Buyer may reasonably request. No consent granted by Buyer in response to Seller's request under this paragraph (b) shall relieve it if its obligations to comply with the provisions of paragraph (a) or the Export Laws and Regulations, nor shall any such consent constitute a waiver of the requirements of paragraph (a), nor constitute consent for Seller to violate any provision of the Export Laws and Regulations.

(c) Indemnification. Seller shall indemnify and save harmless Buyer from and against any and all damages, liabilities, penalties, fines, costs, and expenses, including attorneys' fees, arising out of claims, suit, allegations or charges of Seller's failure to comply with the provisions of the Export Laws and Regulations and breach of the warranty in paragraph a. Any failure of Seller to comply with the requirements or any breach of the warranty contained in paragraph (a) shall be a material breach of this purchase order.

(d) Subcontracts. The substance of this clause shall be incorporated into any subcontract or purchase order entered into by Seller for the performance of any part of the work under this purchase order.

33. ANTIDUMPING/COUNTERVAILING DUTIES - Seller must affirmatively determine whether Seller's product is subject to U.S. antidumping/countervailing duties (AD/CVD). Seller must notify the Buyer in writing if Seller's product is subject to AD/CVD at the time of contracting or if Seller's product becomes subject to AD/CVD at any time during the term of this purchase order.

34. FREE TRADE AGREEMENTS AND TARIFF PREFERENCE PROGRAMS - Seller must provide to Buyer, upon Buyer's request, product country of origin information under North American Free Trade Agreement (NAFTA), Caribbean Basin Initiative (CBI), General System of Preferences (GSP) or other relevant, existing or future trade agreements or tariff preference programs. If required by Buyer based on the origin of the product under the relevant rules of origin, Seller will complete and deliver to Buyer a certificate of origin appropriate to the relevant trade agreement or tariff preference program, or sufficient information to enable Buyer to satisfy Buyer's obligations in utilizing such trade agreements or tariff

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preference programs. Seller must continuously monitor Seller's materials sourcing, bills of material, and/or formulations for changes that might affect the validity of any origin determination or certificate of origin provided to Buyer. If any such change affects origin information or a certificate of origin provided to Buyer, Seller must immediately notify Buyer in writing.

35. TOXIC SUBSTANCES CONTROL ACT - Seller warrants that each and every chemical substance delivered under this purchase order shall, at the time of sale, transfer, or delivery, be on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to the Toxic Substances Control Act (Title 15 USC § 2601 et seq.), and Seller agrees to certify as such upon request by Buyer. Seller shall not include any chemical substance (including mixtures or articles containing a chemical substance or mixture) in any shipment to the United States pursuant to this purchase order without prior notice to and written consent of Buyer. Pursuant to the indemnity provisions of this purchase order, Seller shall indemnify and hold harmless the Buyer from any loss, cost, liability, damage, or penalty to Buyer by reason of Seller's nonperformance under this section. The rights of the parties hereunder shall survive completion or termination of this purchase order.

36. RESEARCH INVOLVING HUMAN SUBJECTS - No research involving human subjects, as defined in 45 CFR Part 46, may be performed by Seller on this purchase order without prior written approval of Buyer's Human Research Protection Administrator (HRPA). Any approved research involving human subjects must, at all times; (a) conform to any conditions or restrictions provided in the HRPA's written approval; (b) be guided by "Ethical Principals and Guidelines for the Protection of Human Subjects," The National Commission for the Protection of Human Subjects of Biomedical and Behavioral Research, April 18, 1979 ("The Belmont Report"), and; (c) remain in full compliance with the applicable regulations of the Government agency or instrumentality funding the research (e.g., 32 CFR Part 219 for the Department of Defense).

37. FEDERAL ACQUISITION REGULATIONS (FAR)/DoD FAR SUPPLEMENT (DFARS) - The following clauses set forth in the Federal Acquisition Regulations (FAR) and the DoD FAR Supplement (DFARS) as in effect on the date of this purchase order are incorporated herein. Where necessary to make the clauses applicable to this purchase order, "Contractor" shall mean Seller, "Contracting Officer" shall mean Buyer, and "Government" shall mean Buyer or the Government whenever appearing in the clauses. If any of the following FAR/DFARS clauses do not apply to a particular purchase order, such clauses are considered to be self-deleting.

a) All Orders

- 52.203-3 Gratuities
- 52.211-15 Defense Priority and Allocations Requirements
- 52.215-19 Notification of Ownership Changes
- 52.222-50 Combating Trafficking in Persons
- 52.223-7 Notice of Radioactive Materials
- *252.223-7002 Safety Precautions for Ammunition and Explosives
- 52.225-8 Duty Free Entry
- 52.225-13 Restrictions on Certain Foreign Purchases
- *252.225-7014 Alt I Preference for Domestic Specialty Metals
- *252.225-7013 Duty-Free Entry
- 52.227-9 Refund of Royalties
- 52.227-1 Authorization and Consent
- 52.242-15 Stop Work Order

- *252.227-7013 Rights in Technical Data – Noncommercial Items
- *252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
- *252.227-7015 Technical Data – Commercial Items
- *252.227-7016 Rights in Bid or Proposal Information
- *252.227-7017 Identification and Assertion of Use, Release and Disclosure Restrictions
- *252.227-7019 Validation of Asserted Restrictions – Computer Software
- *252.227-7025 Limitations of the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends
- *252.227-7026 Deferred Delivery of Technical Data or Computer Software
- *252.227-7027 Deferred Ordering of Technical Data or Computer Software
- *252.227-7030 Technical data - Withholding of Payment
- *252.227-7037 Validation of Restrictive Markings on Technical Data
- *252.228-7005 Accident Reporting and Investigation, Aircraft, Missiles and Space Launch Vehicles
- *252.235-7003 Frequency Authorization
- *252.246-7001 Alt I Warranty of Data

b) All Orders of \$3,000 or Above

- 52.222-54 Employment Eligibility Verification (This clause applies only to the extent Seller performs work in the United States, or recruits employees in the United States to perform work under this purchase order.)

c) All Orders of \$30,000 or Above

- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

d) All Orders of \$100,000 or Above

- 52.203-6 Restriction of Subcontractor Sales to the Government
- 52.203-7 Anti-Kickback Procedures
- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
- 52.215-2 Audit and Records - Negotiation
- 52.215-14 Integrity of Unit Prices
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
- 52.248-1 Value Engineering
- *252.203-7001 Prohibition on Persons Convicted of Fraud or other Defense-Contract Related Felonies (applicable to first-tier orders, except commercial orders)

TERMS AND CONDITIONS – Foreign Supplier Under Government Contract

e) All Orders of \$650,000 or Above

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| 52.214-26 | Audit and Records---Sealed Bidding |
| 52.214-27 | Price Reduction for Defective Cost or Pricing Data-Modifications-Sealed Bidding |
| 52.215-10 | Price Reduction for Defective Cost or Pricing Data |
| 52.215-11 | Price Reduction for Defective Cost or Pricing Data - Modifications |
| 52.215-12 | Subcontractor Cost or Pricing Data |
| 52.215-13 | Subcontractor Cost or Pricing Data - Modifications |
| 52.215-20 | Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data |
| 52.230-4 | Disclosure and Consistency of Cost Accounting Practices for Contracts Awarded to Foreign Concerns (Seller shall include this clause in all lower-tier non-U.S. purchase orders, unless the lower-tier supplier certifies to an exempt status.) |

f) All Orders of \$1,000,000

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| *52.211-7000 | Acquisition Streamlining |
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g) All Orders of \$5 Million or Greater and Period of Performance Greater than 120 days (unless performed entirely outside the United States)

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| 52.203-13 | Contractor Code of Business Ethics and Conduct

(Notwithstanding any alterations to this clause to reflect the relationship between Buyer and Seller, all disclosures of violation of the civil False Claims Act or of federal criminal law shall be directed to the Office of the Inspector General of the agency issuing the prime contract, with a copy to the Contracting Officer of the prime contract.) |
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h) All Orders of \$5 Million or Greater (unless performed entirely outside the United States)

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| 52.203-14 | Display of Hotline Poster(s) |
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* Denotes DFARS