

QUOTATION/PURCHASE ORDER SUPPLEMENT APPLICABLE TO QUOTATIONS, SUBCONTRACTS AND PURCHASE ORDERS
UNDER UNITED STATES GOVERNMENT CONTRACTS

The following supplementary provisions shall be applicable to the Request for Quotation or the Purchase Order to which it is attached or incorporated by reference. The Seller in accepting this order agrees to be bound by and to comply with these provisions in all respects. No terms or provisions other than those set forth herein and in the Purchase Order shall be binding upon the Buyer unless specifically agreed to by Buyer in writing.

1. INSPECTION SUBPART 52.246-2

- (a) Definition "Supplies", as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, technical data and services.
- (b) Seller shall provide and maintain an inspection system acceptable to Purchaser and the Government covering the supplies hereunder and shall tender to Purchaser and/or Government, for acceptance, only supplies that have been inspected in accordance with said inspection system and have been found by Purchaser to be in conformity with Purchase Order requirements. As part of the system, Seller shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and available to Purchaser and the Government during contract performance and for as long afterwards as the contract requires. Purchaser and the Government may perform such reviews and evaluations as are reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve Seller of the obligations under the Purchase Order.
- (c) During the performance of this order, Seller's quality control system, inspection system and manufacturing processes are subject to review, verification and analysis by authorized Government Representatives. A copy of this order shall be made available to the Government Representative upon request. Inspection and release of material covered by this order by a Government Representative prior to shipment is not required unless Buyer notifies Seller otherwise. Upon such notification to Seller, the requirement for Government inspection and Government release prior to shipment will be incorporated into the Purchase Order.
- (d) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government and Buyer assumes no contractual obligation to perform any inspection and test for the benefit of the Seller unless specifically set forth elsewhere in the Purchase Order and/or Government contract.
- (e) If the Government performs inspection or test on the premises of the Contractor, or subcontractor, the Contractor or its subcontractor shall furnish, and shall require subcontractors to furnish, at no increase in Purchase Order price, all reasonable facilities and assistance for safe and convenient performance of these duties. Except as otherwise provided in this Purchase Order, the Government shall bear the expense of Government Inspections or tests made at other than Buyer's or Seller's premises; provided, that in the case of rejection Buyer or the Government shall not be liable for any reduction in value of inspections or test samples.
- (f) When supplies are not ready at the time specified by the Seller, the Buyer reserves the right to charge Seller any additional cost of Government inspection and test, or when Government re-inspection or retest is necessitated by prior rejection.
- (g) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with Purchase Order Requirements.
- (h) Upon inspection, if any supplies, lots of supplies, or services are found defective in material or workmanship or otherwise not in conformity with the requirements of this Purchase Order, Buyer shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed, or, if permitted corrected in place, by and at the expense of Seller promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. Buyer shall have the right to require Seller, at
- (1) no increase in Purchase Order price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at Seller's plant at Buyer election and in accordance with a reasonable delivery schedule as may be agreed upon by Buyer and Seller; provided that Buyer may require a reduction in contract price if Seller fails to meet such delivery schedule, or
 - (2) within a reasonable time after receipt by Seller of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if Buyer elects not to require correction or replacement. When supplies are returned to Seller, Seller shall bear the transportation cost from the original point of delivery to Seller's plant and return to the original point when that point is not Seller's plant.
 - (3) If Seller fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of ten (10) days (or such longer period as Buyer may authorize in writing) after receipt of this notice from Buyer specifying such failure, Buyer shall have the right by contract or otherwise to (i) remove, replace or correct such supplies and charge to the Seller the cost occasioned Buyer thereby or (ii) may terminate this contract for default. Unless the Seller corrects or replaces the supplies within the delivery schedule, the Buyer may require their delivery and make an equitable price reduction. Failure to agree to such reduction of price shall be a dispute.
- (i) Buyer shall accept or reject supplies as promptly as practicable after delivery, except as otherwise provided in the Purchase Order; but failure to inspect and accept or reject supplies shall not relieve the Seller from responsibility, nor impose liability on the Buyer for nonconforming supplies.

2. RESPONSIBILITY FOR SUPPLIES SUBPART 52.246-16

- (a) Acceptance by the U.S. Government constitutes acknowledgement that the supplies or services conform to applicable contract quality and quantity requirements, except as provided in Subpart 46.5 "Acceptance" and subject to other terms and conditions of the contract. Acceptance may take place before delivery, at the time of delivery, or after delivery, depending on the provision of the terms and conditions of the contract. Supplies or services shall ordinarily not be accepted before completion of Government contract quality assurance actions. Acceptance shall ordinarily be evidenced by execution of an acceptance certificate on an inspection or receiving report form or commercial shipping document/packing list.

3. CONTRACTOR RECORDS RETENTION SUBPART 4.700-4.706

- (a) This subpart provides policies and procedures for retention of records by contractors to meet the records review requirements of the Government. In this subpart, the terms "contracts" and "contractors" include "subcontracts" and "subcontractors".
- (b) This subpart applies to records generated under contracts that contain one of the following clauses:
- (1) Audit and Records-Sealed Bidding (52.214-26)
 - (2) Audit and Records-Negotiation (52.215-2)
- (c) Except as stated in 4.703(b), contractors shall make available records, which includes books, documents, accounting procedures and practices, and other data, regardless of types and regardless of whether such items are in written form, in the form of computer data, or in any other form, and other supporting evidence to satisfy contract negotiation, administration, and audit requirements of the contracting agencies and the Comptroller General for:
- (1) 3 years after final payment or, for certain records;
 - (2) The period specified in 4.705 through 4.705-3, whichever of these periods expires first
- (d) Contractors shall make available the foregoing records and supporting evidence for a longer period of time than is required in 4.703(a) if-
- (1) A retention period longer than that cited in 4.703(a) is specified in any contract clause; or
 - (2) The contractor, for its own purposes retains the foregoing records and supporting evidence for a longer period. Under this circumstance, the retention period shall be the period of the contractor's retention or 3 years after final payment, whichever period expires first.
- (e) The Contractor does not meet the original due date for submission of final indirect cost rate proposals specified in subparagraph (d) (2) of the clause at 52.216-7, Allowable Cost and Payment, and subparagraph (c)(2) of the clause at 52.216-13, Allowable Cost and Payment-Facilities. Under these circumstances, the retention periods in 4.705 shall be automatically extended one day for each day the proposal is not submitted after the original due date.
- (f) Nothing in this section shall be construed to preclude a contractor or subcontractor from duplicating or storing original records in electronic form unless they contain significant information not shown on the record copy. Original records need not be maintained or produced in an audit if the contractor or subcontractor provides photographic or electronic images of the original records and meets the following requirements:
- (1) The contractor or subcontractor has established procedures to ensure that the imaging process preserves accurate images of the original records, including signatures and other written or graphic images, and that the imaging process is reliable and secure so as to maintain the integrity of the records.
 - (2) The contractor or subcontractor maintains an effective indexing system to permit timely and convenient access to the imaged records.
 - (3) The contractor or subcontractor retains the original records for a minimum of one year after imaging to permit periodic validation of the imaging system.
- (g) If the information described in paragraph (a) of this section is maintained on a computer, contractors and subcontractors shall retain the computer data on a reliable medium for the time periods prescribed.

4. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (Fixed-Price) Subpart 52.249-2

The Purchaser may terminate work under this order in accordance with the provisions of the Subcontract Termination Clause set forth in FAR 52.249-2. Settlements under the paragraph are subject to approval of the Contracting Officer as required under Part 49 of the regulation and the prime contract. Costs claimed, agreed upon, or determined under that clause shall be in accordance with FAR Part 31 in effect on the date of this contract.

5. GOVERNMENT CONTRACT PROVISION FROM THE FEDERAL ACQUISITION REGULATION (FAR)

- (a) When the materials or services furnished are for use in connection with a U.S. Government prime contract or subcontract, in addition to the General Terms and Conditions of Purchase, the following clauses shall apply, as required by the terms of the prime contract or by operation of law or regulation. The effective version of each FAR provision shall be the same version as that which appears in Buyer's Prime Contract, or high-tier subcontract under which this Order is a subcontract. In the event of conflict between these FAR provisions and the General Terms and Conditions, the FAR provisions shall control.
- (b) 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 affect the proper intent of the provisions except where further clarified or modified below. "Subcontractor", however, shall mean "Seller's Subcontractor" under this Purchase Order.

A. APPLICABLE TO ALL ORDERS:

1. Definitions (52.202-1)
2. Gratuities (52.203-3)
3. Covenant Against Contingent Fees (52.203-5)
4. Security Requirements (52.204-2)
5. Material Requirements (52.211-5)
6. Defense Priority and Allocation Requirements (52.211-15)
7. Variation In Quantity (52.211-16)
8. Utilization of Small Business Concerns (52.219-8)
9. Notice to the Government of Labor Disputes (52.222-1)
10. Convict Labor (52.222-3)
11. Certification Regarding Knowledge of Child Labor For Listed End Products (52.222-18)

12. Child Labor-Cooperation with Authorities and Remedies (52.222-19)
13. Hazardous Material Identification and Material Safety Data (52.223-3)
14. Notice of Radioactive Materials (52.223-7)
15. Ozone-Depleting Substances (52.223-11)
16. Privacy Act (52.224-2)
17. Buy American Act - Supplies (52.225-1)
18. Buy American Act-Free Trade Agreements-Israeli Trade Act (52.225-3)
19. Duty Free entry (52.225-8)
20. Restrictions on Certain Foreign Purchases (52.225-13)
21. Inconsistency between English Version and Translation of Contract (52.225-14)
22. Authorization and Consent-Alternate I (52.227-1)
23. Authorization and Consent (52.227-1)
24. Patent Indemnity (52.227-3); provided however, that this Patent Indemnity clause shall be inapplicable to supplies which normally are not, or have not been sold or offered for sale to the public in the commercial open market, or which are the same as such supplies with relatively minor modification made thereto
25. Refund of Royalties (52.227-9)
26. Filing of Patent Applications-Classified Subject Matter (52.227-10)
27. Patent Rights-Retention by the Contractor (Long Form) (52.227-12)
28. If the Seller is a small business firm or non-profit organization, the Patent Rights Retention by the Contractor (Short Form) (52.227-11) clause shall apply instead
29. Rights in Data - General (52.227-14)
30. Commercial Computer Software-Restricted Rights (52.227-19)
31. Insurance-Work on a Government Installation (52.228-5)
32. Federal, State and Local Taxes (52.229-3)
33. Payments (52.232-1)
34. Limitation on Withholding of Payments (52.232-9)
35. Extras (52.232-11)
36. Disputes (52.233-1)
37. Protest After Award (52.233-3)
38. Protection of Government Buildings, Equipment and Vegetation (52.237-2)
39. Bankruptcy (52.242-13)
40. Government Delay of Work (52.242-17)
41. Changes - Fixed Price (52.243-1)
42. Subcontracts (52.244-2)
43. Competition in Subcontracting (52.244-5)
44. Subcontracts for Commercial Items (52.244-6)
45. Government Property (Fixed Price Contracts) "Government" means "Government" and/or "Buyer". (52.245-2)
46. Special Tooling (52.245-17)
47. Special Test Equipment (52.245-18)
48. Contractor Inspection Requirements (52.246-1)
49. Inspection of Supplies-Fixed Price (52.246-2)
50. Responsibility for Supplies (52.246-16)
51. Limitation of Liability (52.246-23)
52. Preference for U.S. Flag Air Carriers (52.247-63)
53. Preference for Privately Owned U.S. Flag Commercial Vessels (52.247-64)
54. Termination for the Convenience of the Government (Fixed Price) (52.249-2)
55. Default (Fixed-Price Supply and Service) (52.249-8)

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

1. Walsh-Healey Public Contracts Act (52.222-20)
2. Prohibition of Segregated Facilities (52.222-21)
3. Affirmative Action Compliance (52.222-25)
4. Equal Opportunity (52.222-26)(b)
5. Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (52.222-35)
6. Affirmative Action for Workers with Disabilities (52.222-36)
7. Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (52.222-37)

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

1. Restrictions on Subcontractor Sales to the Government (52.203-6)
2. Anti-Kickback Procedures (52.203-7)
3. Limitation on Payments to Influence Certain Federal Transactions (52.203-12)
4. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. 52.209-5
5. Audit and Records-Negotiation (52.215-2)
6. Integrity of Unit Prices (52.215-14)
7. Contract Work Hours and Safety Standards Act - Overtime Compensation (52.222-4)
8. Notification of Employee Rights Concerning Payment of Union Dues or Fees (52.222-39)
9. Toxic Chemical Release Reporting (52.223-14)
10. Notice and Assistance Regarding Patent and Copyright Infringement (52.227-2)
11. Responsibility for Supplies (52.246-16)
12. Value Engineering (52.248-1)

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

1. Pension Adjustments and Asset Reversions (52.215-15)
2. Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other Than Pensions (52.215-18)
3. Notification of Ownership Changes (52.215-19)
4. Small Business Subcontracting Plan -(Note to Seller: This clause requires adoption of Small Business Subcontracting Plan and reporting.) (52.219-9)

E. UNLESS OTHERWISE EXEMPT ALSO INCLUDE THE FOLLOWING:

1. Price Reduction for Defective Cost or Pricing Data (52.215-10)
2. Price Reduction for Defective Cost or Pricing Data-Modifications (52.215-11)
3. Subcontractor Cost or Pricing Data (52.215-12)
4. Subcontractor Cost or Pricing Data-Modifications (52.215-13)
5. Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (52.215-20)
6. Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications (52.215-21)

6. 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 52.203-11 (over \$100,000)

- B. Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters 52.209-5 (over \$100,000)
 C. Previous Contracts and Compliance Reports (over \$10,000)
 D. Certification of Toxic Chemical Release Reporting (over \$100,000)

7. ADDITIONAL CLAUSES

COST ACCOUNTING STANDARDS (Applicable if noted in the Purchase Order)

- Cost Accounting Standards 52.230-2
 Disclosure and Consistency of Cost Accounting Standards 52.230-3
 Administration of Cost Accounting Standards 52.230-6

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 Officers 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 legally proprietary 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 or 52.230-6.

8. COST AND PRICING DATA SUBPART 15.4

(a) Unless exempt, Seller shall submit a FAR Part 15 compliant cost proposal inclusive of appropriate updates throughout the negotiation process. At the conclusion of negotiations, and regardless of any prior certifications, Seller must certify as to the accuracy, currency and completeness of its information in accordance with the FAR required Certificate of Current Cost or Pricing Data, Subpart 15.406-2.

(b) Indemnification - If any price (including profit or fee) negotiated in connections 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 the Purchase Order was not accurate, complete, or current, the Seller shall indemnify the Buyer in the amount of said reduction.

(c) 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.

(d) 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:

1. 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. 6621(a)(2); and
2. 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.

9. DISPUTES-GOVERNMENT CONTRACTS SUBPART 52.233-1

- (a) Except as provided in the Contract Disputes Act of 1978, all disputes arising under or relating to this Purchase Order shall be resolved under this clause.
 (b) Seller shall submit the claim in writing in accordance with FAR 52.233-1.
 (c) Seller shall proceed diligently with performance of this Purchase Order, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

10. Government Contract Provisions from the Department of Defense FAR Supplement (DFARS) § 101-11.6

When the materials or products furnished are for use in connection with a U.S. Government Department of Defense Prime 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. The effective version of each DFARS provision shall be the same version as that which appears in Buyer's Prime Contract, or higher-tier subcontract under which this Purchase Order is a subcontract. In the event of a conflict between these DFARS provisions the General Provisions or the FAR provisions, the DFARS provision 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. Subcontracts: however, shall mean "Seller's Subcontractor" under this Purchase Order. The Seller, by signing its offer, hereby certifies compliance with the following clause and is therefore, eligible for award.

A. APPLICABLE TO ALL ORDERS:

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| 1. Ozone-Depleting Substances | 223.803 |
| 2. Prohibition on Persons Convicted of Fraud or Other Defense-Contract -Related Felonies | 252.203-7001 |
| 3. Disclosure of Information | 252.204-7000 |
| 4. Payment for Subline Items Not Separately Priced | 252.204-7002 |
| 5. Control of Government Personnel Work Products | 252.204-7003 |
| 6. Alternate A. | 252.204-7004 |
| 7. Intent to Furnish Precious Metals as Government-Furnished Material | 252.208-7000 |
| 7. Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country | 252.209-7004 |
| 9. Substitutions for Military or Federal Specifications and Standards. | 252.211-7005 |
| 10. Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan | 252.219-7003 |
| 11. Restrictions on Employment of Personnel | 252.222-7000 |
| 12. Hazard Warning Labels | 252.223-7001 |
| 13. Prohibition on Storage and Disposal of Toxic and | |

Hazardous Materials	252.223-7006
14. Buy American Act and Balance of Payments Program	252.225-7001
15. Qualifying Country Sources as Subcontractors	252.225-7002
16. Preference for Certain Domestic Commodities	252.225-7012
17. Preference for Certain Domestic Commodities	252.225-7012
18. Duty-Free Entry	252.225-7013
19. Preference For Domestic Specialty Metals (Alt I) (unless an exception applies)	252.225-7014
20. Restriction on acquisition of hand or measuring tools	252.225-7015
21. Restriction on acquisition of ball and roller bearings	252.225-7016
22. Restriction on acquisition of polyacrylonitrile	252.225-7022
23. Trade Agreements (PAN) carbon fiber.	252.225-7021
24. Restriction on the Acquisition of Forgings	252.225-7025
25. Restriction on Contingent Fees for Foreign Military Sales	252.225-7027
26. Exclusionary policies and practices of foreign governments	252.225-7028
27. Restriction on acquisition of carbon, alloy, and armor steel plate	252.225-7030
28. Secondary Arab Boycott of Israel	252.225-7031
29. Restriction on Acquisition of Air Circuit Breakers	252.225-7038
30. Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	252.226-7001
31. Rights in Technical Data-Noncommercial Items	252.227-7013
32. Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	252.227-7014
33. Technical Data-Commercial Items	252.227-7015
34. Rights in bid or proposal information	252.227-7016
35. Identification and assertion of use, release, or disclosure restrictions.	252.227-7017
36. Validation of asserted restrictions-Computer Software	252.227-7029
37. Limitations on the use or disclosure of Government- furnished information marked with restrictive legends.	252.227-7025
38. Deferred Ordering of Technical Data or Computer Software	252.227-7027
39. Technical data or computer software previously delivered to the government	252.227-7028
40. Technical Data-Withholding of payment	252.227-7030
41. Patents-Subcontracts	252.227-7034
42. Validation of restrictive markings on technical data	252.227-7037
43. Supplemental Cost Principles	252.231-7000
44. Choice of Law (overseas)	252.233-7001
45. Subcontracts for commercial items and commercial components	252.244-7000
46. Warranty of data	252.246-7001
47. Representation of Extent-Transportation of Supplies by Sea	252.247-7022

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

1. Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies	252.203-7001
2. Preference for Certain Domestic Commodities (unless an exception applies)	252.225-7012
3. Preference for Domestic Specialty Metals (Alt I) (unless an exception applies)	252.225-7014
4. Transportation of Supplies by Sea	252.247-7023

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

1. Small, Small Disadvantaged and Women-Owned Small Business Subcontract Plan	252.219-7003
2. Report of Intended Performance Outside the United States	252.225-7003
3. Reporting of Contract Performance Outside the United States	252.225-7004

D. ORDERS OVER \$1,000,000 ALSO INCLUDE THE FOLLOWING:

1. Acquisition Streamlining	252.211-7000
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11. RELEASE OF INFORMATION

- (a) Seller shall not publish, distribute, or use any information developed under or about the existence of this Purchase Order, or use the Buyer's Company name, logo, trademark, for the purpose of advertising, making a news release, creating a business reference, creating a website, or for products or service endorsement without express prior written approval of Buyer.
- (b) Seller agrees to include this clause in all subcontracts and purchase orders awarded under this contract.

12. CONFIGURATION CONTROL/DESIGN CHANGES

Seller is advised that the drawings or other specifications for the supplies may not be identical with the drawings or specifications on which product qualification approval was based, and Seller is cautioned to review the drawings and specifications specified in this quotation/order to ascertain whether there are any differences. Seller shall comply with and make no changes or deviations of any kind in the drawings or other specifications specified in this order for the supplies called for herein, unless specifically authorized by Change Order issued by Purchaser, whether or not the supplies are to be manufactured to drawings on the basis of which product qualification approval was given by Purchaser.

13. GOVERNMENT CONTRACT QUALITY ASSURANCE SUBPART 46.4

Government contract Quality Assurance shall be performed at such times (including any stage of manufacture or performance of services) and Places (including subcontractors' plants) as may be necessary to determine that the supplies or services conform to contract requirements. Upon such notification to Seller, the requirement for Government inspection and Government release prior to shipment will be deemed to be incorporated herein and made part of the Purchase Order.

14. PROVISIONS OF REGULATIONS

Provisions of the FAR/DFAR Regulations and Supplements referred to in this order shall be those in effect on the effective date of the order. These documents are obtainable from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20005, or may be accessed at <http://farsite.hill.af.mil> and www.acq.osd.mil/dpap/dars/dfars/index.htm.

15. ADDITIONAL DEFINITIONS

- (a) "Purchaser" or "Buyer" means AMETEK Aerospace and Defense
- (b) "Seller" or "Contractor" means the party described in the Purchase Order who is obligated to furnish the supplies or services required by this Purchase Order.
- (c) The terms "Subcontract" and "Purchase Order" are used interchangeably, unless otherwise expressly provided.

16. NON-DISCRIMINATION

- (a) Pursuant to Executive Order 11246, as amended, the Seller shall comply with all provisions, rules, regulations and relevant orders of the Secretary of Labor, or as otherwise provided by law.
- (b) The Seller shall comply with the rules, regulations and relevant orders of the Secretary of Labor issued under the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended.
- (c) The Seller shall comply with the rules, regulations and relevant orders of the Secretary of Labor issued under Section 503 of the Rehabilitation Act of 1973, as amended.
- (d) The Seller shall comply with the provisions of Executive Order 13201 and related implementing regulations at 29CFR Part 470, and all relevant orders of the Secretary of Labor.
- (e) The Seller shall include the clauses stated above in all subcontracts/purchase orders for work or materials to be provided hereunder obligating the third-party subcontractor/supplier to comply with the same, except where such subcontractor/supplier is exempt.

17. APPLICABLE LAW

- (a) This order shall be governed by and interpreted in accordance with the law of the State of Delaware, other than its conflict of laws rules, or
- (b) Refer to FAR clause 252.233-71 "Choice of Law" (overseas).

**AMETEK
AEROSPACE AND DEFENSE**

10. Government Contract Provisions from the Department of Defense FAR Supplement (DFARS) (Additional Provisions below)

Requirements for Contracts Involving Export-Controlled Items -	252.204-7008
Quarterly Reporting of Actual Contract Performance Outside the United States -	252.225-7006
Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies -	252.225-7007
Restriction on Acquisition of Certain Articles Containing Specialty Metals -	252.225-7009
Waiver of United Kingdom Levies -	252.225-7033