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NOTE: TERMS AND CONDITIONS OF PURCHASE, REMARK C64ES, APPLY TO THIS RFQ AND ANY RESULTING PURCHASE ORDER(S).

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NOTE: SELLER'S INFORMATION: NOTWITHSTANDING ANY DOCUMENT MARKING TO THE CONTRARY, ANY KNOWLEDGE OR INFORMATION -- WHETHER IN WRITING, VERBALLY, OR IN ANY FORM WHATSOEVER -- WHICH THE SELLER DISCLOSES TO PURCHASER IN RESPONSE TO OR IN CONNECTION WITH THIS RFQ OR PURCHASER'S EVALUATION OF SUPPLIER'S RESPONSE, SHALL NOT BE DEEMED CONFIDENTIAL OR PROPRIETARY INFORMATION. ACCORDINGLY, THE PURCHASER SHALL NOT BE LIABLE FOR ANY USE OR DISCLOSURE THEREOF.

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RFQ INSTRUCTIONS, REPRESENTATIONS, AND CERTIFICATIONS

- 1. QUOTE BY REQUESTED RESPONSE DATE SHOWN ON THE FACE OF THIS RFQ. QUOTES RECEIVED BY THE BUYER AFTER THE CLOSE DATE MAY BE CONSIDERED NON-RESPONSIVE.
- 2. QUOTATION MUST BE SIGNED, OR TRANSMITTED WITH AN ELECTRONIC SIGNATURE, AND SHOULD INCLUDE UNIT PRICES, BEST LEAD TIME AFTER RECEIPT OF ORDER, AND "FOB" CITY OF ORIGIN "FREIGHT COLLECT" WITH ACTUAL CITY OF ORIGIN BEING NAMED. UNLESS OTHERWISE STATED IN THIS RFQ, A FIRM FIXED PRICE ORDER IS CONTEMPLATED.
- 3. QUOTE ANY ALTERNATIVE QUANTITY IN ADDITION TO THE QUANTITY SHOWN ON THIS RFQ IF IT WOULD RESULT IN A MORE FAVORABLE UNIT PRICE.
- 4. QUOTE AVAILABLE PROMPT PAYMENT DISCOUNT TERMS (SEE ARTICLE 21 OF THE TERMS AND CONDITIONS OF PURCHASE REFERENCED ON THIS RFQ FOR STANDARD TERMS OF SETTLEMENT).
- 5. IF SPECIAL TOOLING AND/OR SPECIAL TEST EQUIPMENT IS REQUIRED FOR WHICH PURCHASER WILL BE CHARGED, QUOTE MUST BE ACCOMPANIED BY A BREAKDOWN OF THE ITEMS OF SPECIAL TOOLING AND/OR SPECIAL TEST EQUIPMENT WHICH WILL BE REQUIRED TO FABRICATE THE PART OR OTHER END ITEM. SEE REMARK E21, TOOLING SUPPLEMENT, FOR APPLICABLE TERMS AND CONDITIONS.
- 6. UNLESS THIS RFQ SPECIFIES OTHERWISE, THE SELLER REPRESENTS THAT THE ITEMS QUOTED ARE NEW AND ARE NOT OF SUCH AGE OR SO DETERIORATED AS TO IMPAIR THEIR USEFULNESS OR SAFETY.
- 7. AWARD OF THE ORDER RESULTING FROM THIS RFQ MAY BE MADE WITHOUT DISCUSSIONS. THEREFORE, THE INITIAL QUOTE SHOULD CONTAIN THE SELLER'S BEST OFFER IN TERMS OF PRICE AND DELIVERY.
- 8. SELLER AGREES TO EXECUTE A SUPPLIER EVALUATION PROPRIETARY INFORMATION AGREEMENT IN CONNECTION WITH THE PROVISION OF ANY DATA BY PURCHASER PURSUANT TO THIS RFQ.
- 9. BY SUBMITTING ITS SIGNED OFFER OR TRANSMITTING AN ELECTRONIC

SIGNATURE, IF SELLER FAILS TO RECEIVE A PURCHASE ORDER AS A RESULT OF THIS RFQ THEN SELLER AGREES TO DESTROY ANY INFORMATION PROVIDED PURSUANT TO THIS RFQ. IF SELLER RECEIVES A PURCHASE ORDER AS A RESULT OF THIS RFQ, THEN THE TERMS OF THE PURCHASE ORDER SHALL GOVERN INFORMATION PROVIDED PURSUANT TO THE RFQ.

## GOVERNMENT REPRESENTATIONS AND CERTIFICATIONS

## GOVERNMENT ONLY - PARAGRAPHS 10 THROUGH 17

- 10. BY SUBMITTING ITS SIGNED OFFER, OR TRANSMITTING AN ELECTRONIC SIGNATURE, THE SELLER IS CONFIRMING THAT THE ANNUAL REPRESENTATIONS AND CERTIFICATIONS WHICH WERE PREVIOUSLY FURNISHED TO GE, AND WHICH ARE INCORPORATED HEREIN BY REFERENCE, ARE CURRENT, ACCURATE, AND COMPLETE AS OF THE DATE OF THIS OFFER.
- 11. IF THE OFFER SUBMITTED IS IN EXCESS OF \$100,000, THE SELLER, BY , SUBMITTING ITS SIGNED OFFER, OR TRANSMITTING AN ELECTRONIC SIGNATURE,, CERTIFIES COMPLIANCE WITH FAR 52.203-11, CERTIFICATION AND DISCLOSURE, REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.
- 12. BY SUBMITTING ITS SIGNED OFFER, OR TRANSMITTING AN ELECTRONIC SIGNATURE, THE SELLER REPRESENTS THAT NEITHER IT OR ITS PRINCIPALS ARE DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT BY THE FEDERAL GOVERNMENT.
- 13. PROGRESS PAYMENTS MAY BE AVAILABLE UNDER PURCHASER'S CONTRACT IF , A FIXED PRICE CONTRACT IS AWARDED AND SELLER COMPLIES WITH FAR , 52.232-16 AND PART 32 OF THE FAR.
- 14. WHEN THE RESPONSE TO THIS REQUEST CONTAINS COSTS OR CHARGES FOR , ROYALTIES, THE INFORMATION REQUIRED BY FAR 52.227-6 MUST BE FURNISHED, FOR EACH ITEM OF ROYALTY OR LICENSE FEE.
- 15. IF THE SELLER'S QUOTE EXCEEDS \$500,000, EXCEPT FOR QUOTATIONS , FROM SMALL BUSINESSES AND FIRMS LOCATED OUTSIDE THE U.S., THE SELLER , MUST SUBMIT A COPY OF ITS SMALL BUSINESS SUBCONTRACTING PLAN, PER , FAR 52.219-9, WITH ITS QUOTATION.
- 16. QUOTE WHETHER OR NOT US GOVERNMENT PRODUCTION AND RESEARCH , PROPERTY (OTHER THAN THAT PROVIDED BY GE) WILL BE USED. IF SO, QUOTE ANY APPLICABLE RENTAL CHARGES SEPARATELY AND PROVIDE A COPY OF , THE COGNIZANT CONTRACTING OFFICER'S CONCURRENCE WITH SUCH USE AS PART OF THE RESPONSE TO THIS SOLICITATION.
- 17. BY SUBMITTING ITS SIGNED OFFER, OR TRANSMITTING AN ELECTRONIC , SIGNATURE, THE SELLER WARRANTS THAT IT HAS DISCLOSED TO GE ANY AND , ALL RESTRICTIONS ON THE USE, RELEASE, OR DISCLOSURE OF ALL TECHNICAL , DATA (INCLUDING DRAWINGS, SPECIFICATIONS, AND OTHER RELATED , INFORMATION) AND NON-COMMERCIAL COMPUTER SOFTWARE AND COMPUTER , SOFTWARE DOCUMENTATION THAT IS REQUIRED TO BE DELIVERED BY SELLER , UNDER THE TERMS OF THIS SOLICITATION. SELLER ACKNOWLEDGES THAT ITS , FAILURE TO IDENTIFY ANY SUCH RESTRICTIONS WILL RESULT IN THE

GOVERNMENT OBTAINING U	JNLIMITED RIGHTS	IN SUCH TECH	NICAL DATA AND	,
COMPUTER SOFTWARE PURS	SUANT TO THE RELA	ATED CLAUSES	IN ANY RESULTING	,
SUBCONTRACT. ANY TECH	HNICAL DATA OR CO	OMPUTER SOFTW	ARE THE SELLER	,
PROPOSES TO DELIVER WITH LESS THAN UNLIMITED RIGHTS SHALL BE				
IDENTIFIED AS PART OF ITS RESPONSE TO THIS SOLICITATION IN THE FORMAT				
SHOWN BELOW (SEE DFARS 252.227-7013 FOR GUIDANCE):				
				,
TECHNICAL DATA		ASSERTED	NAME OF PERSON	,
TO BE FURNISHED	BASIS FOR	RIGHTS	ASSERTING	,
WITH RESTRICTIONS	ASSERTION	CATEGORY	RESTRICTIONS	

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