

# REMARK C64

REVISION 04/26/06  
REQUIREMENT C64  
TERMS AND CONDITIONS OF PURCHASE

## BASIC TERMS AND CONDITIONS

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BASIC TERMS AND CONDITIONS

1. DEFINITIONS: As used throughout this purchase order, the following terms shall have the meanings set forth below.
  - (a) "Purchaser" means the party contracting with Seller for Goods and/or services and identified as the purchasing entity on the face of this purchase order.
  - (b) "Government" means the United States of America or any department or agency thereof.
  - (c) "Prime Contract" means a contract defined by a government contract number in the schedule of this purchase order and under which this purchase order is made.
  - (d) "Seller" means the party contracting to perform the work hereunder.
  - (e) "Subcontract", unless provided otherwise in this purchase order, means all contracts placed by the Seller or lower tier subcontractors for the specific purpose of performing any portion of the work under this purchase order, and includes but is not limited to purchase orders and changes, or modifications thereto.
  - (f) "FAR" means the Federal Acquisition Regulation.
  - (g) "FAR Supplement" means authorized supplements to the FAR, including the DOD FAR Supplement (DFARS).
  - (h) "Goods" means the product supplied by Seller under this purchase order, including without limitations all components, raw materials, and intermediate assemblies thereof.
2. TERMS AND CONDITIONS: Either Seller's written acknowledgement or Seller's full or partial performance under this purchase order, whichever occurs first, will constitute acceptance of all terms and conditions contained herein. Any acceptance of this purchase order is limited to acceptance of the express terms of the offer set forth in this purchase order. Any proposal for additional or different terms or any attempt by Seller to vary in any degree any of the terms of this offer in Seller's acceptance or acknowledgement is hereby objected to and rejected, but such proposal shall not operate as a rejection of this offer unless such variances are in the terms of the description, quantity, price or delivery schedule of the Goods but shall be deemed a material alteration thereof, and this offer shall be deemed accepted by the Seller without said additional or different terms. If this purchase order shall be deemed an acceptance of a prior offer by Seller, such acceptance is limited to the express terms set forth in this purchase order.
3. DISPUTE RESOLUTION:
  - (a) Except as specifically provided for in paragraph (h) below, the parties intend to forsake litigation and resolve with finality any and all disputes arising under or related to this purchase order exclusively by the process identified in this article. This article shall remain effective in the event that a petition in bankruptcy is filed by or against a party to this contract or order, or if a party makes an assignment for the benefit of creditors, or if any other insolvency proceeding is commenced against a party. Invocation of this paragraph shall not relieve either party of any obligation, right or duty of performance arising under or related to any purchase order.
  - (b) Any and all disputes, controversies or claims arising under or relating to this purchase order or the breach, termination or invalidation thereof shall, upon written notice, be referred to a senior management representative from each of the parties who will confer in good faith to attempt to resolve the matter. The party sending the first written notice (the "Initial Notice") shall (1) set forth in detail all of its claims or issues in dispute and (2) designate its representative. The other party shall have 5 business days to designate its representative and add any other issues or claims for resolution not identified in the Initial Notice. The representatives shall have 30 days from the date of the Initial Notice to resolve the issues identified in the notices. If the representatives are unable to resolve the

matter, either party may refer the matter to administered mediation, through the CENTER FOR RESOLUTION OF DISPUTES, 8 W 9th St, Cincinnati OH 45202 (tel 513-721-4466). Such mediation shall be started within 30 days from the date of referral, and the mediation process must be concluded within 30 days from the start date.

- (c) If the dispute or claim is not fully resolved pursuant to paragraph b, either party may after 90 days, but not later than 120 days from the date of the initial notice, make a written demand for binding arbitration to be administered by the American Arbitration Association (AAA) by one arbitrator in accordance with its commercial arbitration rules and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. A party's failure to make a timely demand for arbitration shall result in the forfeiture of all the claims and issues that party identified in its written notice.
  - (d) The arbitration proceedings shall be conducted in Cincinnati, Ohio, and the order shall be interpreted and applied in accordance with the laws of the state of New York without regard to New York's choice of law provisions. No discovery shall be conducted except by the written agreement of both parties. All fees and expenses of the arbitration shall be shared equally by the parties. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The arbitrator shall have no authority to award punitive or other damages beyond the prevailing party's actual damages and shall not, in any event, make any ruling, finding, or award that does not conform to the terms and conditions of the order. The arbitration award shall be in writing and shall specify the factual and legal basis for the award. Judgment on the award may be entered in any court of competent jurisdiction, and in connection with enforcing arbitration awards Seller hereby consents and submits to jurisdiction of the Courts of the State of Ohio and the U.S. Federal Courts in the Southern District of Ohio over any action at law, suit in equity or other proceeding that may arise out of this purchase order.
  - (e) Either party may at any time, without inconsistency with this order, seek from a court of competent jurisdiction located in Cincinnati, Ohio, any equitable, interim or provisional relief to avoid irreparable injury, or to vindicate an executing party's intellectual property rights, including, without limitation, the recovery of damages for infringement or other misappropriation.
  - (f) The parties intend all statements made and documents provided or exchanged in connection with this dispute resolution process to be confidential and neither party shall disclose the existence or content of the dispute or claim, or the results of any dispute resolution process, to third parties other than outside counsel, except with the prior written consent of the other party or pursuant to legal process.
  - (g) The parties may by written mutual consent agree to dates and times other than those set forth in this article.
  - (h) The provisions of this article shall not modify or displace the procedures specified in Article 25, Termination for Convenience. In addition, this article shall not apply to and will not bar litigation regarding any claims related to a party's proprietary or intellectual property rights.
4. **PACKAGING REQUIREMENTS** Packaging requirements are contained in GEAE Standard Remark E12 listed on this purchase order.
5. **TRANSPORTATION:**
- (a) Unless otherwise stipulated on the face of this purchase order, Goods covered by this purchase order shall be shipped "F.O.B. Seller's Plant," as defined by the New York Uniform Commercial Code ("NYUCC"). If Goods are to be delivered "F.O.B. Destination," as defined by the NYUCC, transportation charges must be prepaid by Seller. In any event, title to said Goods shall pass to Purchaser on the title passage date (earlier of the Manufacturing Required Date (MRD) or the use date, unless Goods are delinquent to the MRD, in which case title passage shall occur upon arrival of such Goods at the specified delivery location). Purchaser insures all Goods for which it accepts risk of loss while such Goods are in transit. Therefore, Seller shall not declare any insurance value on such Goods shipped via any carrier.
  - (b) Seller shall release rail or truck shipments at the lowest released valuation permitted in the governing tariff or classification. No charges for unauthorized transportation will be paid by Purchaser. Any unauthorized shipment which results in excess transportation charges must be fully prepaid by the Seller. If Seller does not comply with the stated delivery schedule, Purchaser may, in addition to any other right which Purchaser may have, require delivery by fastest way. The charges resulting from this mode of transportation must be fully prepaid and the full cost of the shipment must be absorbed by the Seller.

- (c) If Seller is required by Purchaser to deliver Goods or materials ordered hereunder to GEAE Dock Code 1E, the terms and conditions in (a) and (b) above are applicable, except as modified below:

Unless otherwise stipulated on the face of this purchase order, Seller shall ship Goods covered by this purchase order to the Supplier Distribution Center (SDC) designated by Purchaser. Purchaser shall be responsible for the transportation charges for shipment of Goods from Seller's facility to the SDC. However, charges for unauthorized transportation or shipments of Goods shall be the responsibility of Seller. Seller shall assume risk of loss for Goods ordered hereunder while such Goods are in transit from Seller's facility to the SDC, after which risk of loss for such Goods shall transfer to the SDC. Title to Goods ordered hereunder shall pass from Seller to Purchaser upon delivery of such Goods from the SDC to Purchaser's facility. If Seller does not comply with the stated delivery schedule, Purchaser may, in addition to any other right which Purchaser may have, require delivery by fastest way and charges resulting from this mode of transportation must be fully prepaid and absorbed by Seller.

6. ANTICIPATION OF DELIVERY SCHEDULE: Unless otherwise agreed to in writing, Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet schedules that are within lead time. It is Seller's responsibility to comply with its scheduled lead times but not to anticipate Purchaser's requirements. Goods shipped to Purchaser in advance of scheduled lead times may be returned to Seller at Seller's expense.
7. DELAY AND DEFAULT: In the event Seller for any reason anticipates any difficulty in complying with the required delivery date or any of the other requirements of this purchase order, Seller shall promptly notify Purchaser in writing or by electronic mail system. In the event of a delivery delay, non-delivery or any other default by Seller in meeting the requirements of this purchase order, Purchaser may terminate this purchase order without further compensation to Seller, and Purchaser's rights will be as specified in the New York Uniform Commercial Code. If progress payments have been made under this purchase order, and the purchase order is terminated for default, Purchaser shall have the rights of the US Government set forth in FAR 52.232-16 Progress Payments, including paragraph (h), "Special Terms Regarding Default."
8. PURCHASER'S PROPERTY:
- (a) All tangible and intangible property, including but not limited to tools, tool drawings, materials, processes, procedures, process parameters, drawings, computer software, documents, information or data of every description furnished to Seller by Purchaser, or by Purchaser's affiliates, subsidiaries or contractors, or paid for in whole or in part by Purchaser, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the personal property of Purchaser, and, unless otherwise agreed to in writing by Purchaser shall be used by Seller solely to render services or provide products to Purchaser. Such property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as being the property of Purchaser or Purchaser's designee, and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Purchaser's property and shall not use such property except in filling Purchaser's purchase orders. Such property while in Seller's custody or control shall be held at Seller's risk and shall be insured by Seller for replacement cost with loss payable to Purchaser. Such property shall be subject to removal at Purchaser's written request, in which event Seller shall prepare such property for shipment and shall deliver it as directed by Purchaser in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's expense. The foregoing shall not be deemed to affect the rights, if any, of the Government in any such property or to grant any rights to Purchaser in conflict with DFARS 252.227-7013, Rights in Technical Data Noncommercial Items, DFARS 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, or DFARS 252.227-7015 Technical Data-Commercial Items.
- (b) Purchaser hereby grants Seller a license to use the tools, drawings, specifications (including Purchaser's 'S' specifications), processes, procedures, process parameters, computer software, and other data (hereinafter collectively referred to as "Data") furnished by the Purchaser, or by Purchaser's affiliates, subsidiaries or contractors, or paid for in whole or in part by Purchaser hereunder for the sole purpose of performing this order for Purchaser. All Data is the property of Purchaser and shall not be used, disclosed to others or reproduced for any purpose, including, but not limited to, the design, manufacture or repair of parts or to obtain FAA or other Government approval to do so; provided; however, Seller may provide Data furnished or paid for in whole or in part by Purchaser hereunder to Seller's contractors for the sole purpose of enabling Seller's contractors to assist Seller in performing this purchase order for Purchaser and on condition that Seller's contractors agree in writing for Purchaser's benefit to the terms of Articles 8, 10 and 20 hereof. This license is nonassignable, and this license is terminable with or without cause by Purchaser at any time. All Data furnished or paid for by Purchaser shall be deemed to be proprietary property to Purchaser, whether or not it is marked with any restrictive legend.

- (c) Upon completion of performance of all of the Purchase Order requirements including but not limited to the record retention requirements set forth in Article 15, the Seller shall destroy all Data furnished by the Purchaser for the sole purpose of performing the Purchase Order. The Purchaser may require the Seller to provide a certification of the destruction of Data pursuant to Article 34.
- (d) Purchaser shall have the right to audit all pertinent books and records of Seller, and to make reasonable inspections of Seller's facilities to verify compliance with this Article 8 and Article 20.
- (e) In the event Seller, without Purchaser's prior written consent and authorization, designs or manufacturers for sale to any person or entity other than Purchaser any hardware that is substantially similar to or can replace or repair a GE or CFMI part, or obtains FAA or other governmental approval for such hardware or repair, the Seller, in any adjudication involving or relating to Purchaser's Data, shall be required to establish by clear and convincing evidence that neither Seller nor any of its employees, contractors or agents used in whole or in part, directly or indirectly any of Purchaser's Data in such design or manufacture or in obtaining FAA or other governmental approval with respect to such hardware or repair.
- (f) In the event Seller is notified by Purchaser that Goods ordered under this purchase order are patented, Seller agrees to mark such Goods with any patent numbers or other markings designated by Purchaser, including updates to such numbers or markings.

9. CHANGES:

- (a) Purchaser, at any time, shall have the right to make changes to the Purchase Order including without limitation changes to the quantities, specifications or delivery schedule.
  - (i) Any such change, which has a significant impact, shall entitle either Seller or Purchaser to an equitable adjustment. However, no additional charge will be allowed unless authorized by Purchaser's written amendment to this purchase order. Information, such as technical direction or guidance provided to Seller by representatives of the Purchaser in connection with the Seller's performance of this purchase order, shall not be construed either as a change within the meaning of this provision or as direction to proceed outside the scope of this order.
  - (ii) If Seller considers that the conduct of any of Purchaser's employees has constituted a change hereunder, Seller shall notify Purchaser immediately in writing as to the nature of the change and its effect on Seller's performance including delivery schedule and the amount to be paid to Seller. Pending written direction from the Purchaser, after negotiation of any adjustments, Seller shall take no action to implement such Change.
  - (iii) In any event, the maximum liability of the Purchaser for obsolescence scrappage, and/or rework resulting from any change shall be limited to the value of the materials and parts in process at the time of the change, to the extent that such parts are within Seller's normal manufacturing cycle required to meet the schedule. Purchaser shall have no liability hereunder for cost of obsolescence, scrap, rework of materials and parts which Seller has released for manufacture in advance of Seller's normal manufacturing process without Purchaser's prior written consent.
- (b) Changes in the schedules will be communicated to Seller via the part schedules report which will be mailed to Seller periodically, transmitted via EDI, or made available via a web based application.
- (c) Class II engineering changes not resulting in a part number change will be flowed to Seller via the Class II design change transmittal letter as changes occur. The Class II design change transmittal letter will contain incorporation/exception directions, and is considered a change in accordance with this Article 9.
- (d) Within 30 days of the issuance by Purchaser of a design change, Seller is to enter into the CID system the forecasted and actual dates upon which design changes are incorporated with detailed action plans, all as more fully described on the GEAE Supply Chain Web Center from time to time.
- (e) Nothing in this clause 9, including any disagreement with Purchaser as to the equitable adjustment to be made, shall excuse Seller from proceeding with the order as changed.

10. SELLER'S INFORMATION: (a) Notwithstanding any document marking to the contrary, any information, knowledge or data which Seller has disclosed or may hereafter disclose to Purchaser, or Purchaser's affiliates, subsidiaries or contractors, incident to the placing and filling of this purchase order shall not be deemed to be confidential or proprietary information. Accordingly Purchaser shall not be liable for any use or disclosure thereof.

- (b) With respect to any information, knowledge or data disclosed to Purchaser, or Purchaser's affiliates, subsidiaries or contractors, by Seller, Seller warrants that it has the full and unrestricted right to disclose the same to Purchaser, or Purchaser's affiliates, subsidiaries or contractors, without incurring legal liability to others, and that Purchaser, and Purchaser's affiliates, subsidiaries or contractors, shall have full and unrestricted right to use and disclose the same as it may deem fit. Seller warrants that in the conduct of work under the order, Seller shall not use confidential or proprietary information of any third party for which Seller does not have transferable license rights and if such information is in, or comes into, Seller's possession, during the term of the order, Seller shall not communicate or otherwise disclose such confidential or proprietary information to Purchaser, or Purchaser's affiliates, subsidiaries or contractors.
- (c) Except as otherwise agreed in writing with Purchaser, Seller warrants that it is not the proprietor of any intellectual property rights (including copyright, trade secret, patent, application for patent, invention or license right) which would impair or restrict the freedom of Purchaser, or Purchaser's subsidiaries and affiliates, and their respective vendors and customers, to make use of the service rendered, work product called for or produced under this order. In the event that this situation changes, Seller hereby agrees not to assert any such intellectual property rights against Purchaser, Purchaser's subsidiaries and affiliates, and their respective vendors and customers, on account of any use made of such work product (or derivatives or improvements thereof) by any of them.
- (d) Seller agrees to obtain the same warranty and commitment contained in this Article 10 running in favor of Purchaser, Purchaser's subsidiaries and affiliates and their respective vendors and customers from each of Seller's subcontractors.

11. ASSIGNMENT AND CHANGE IN OWNERSHIP:

- (a) Any assignment or attempt to assign this order without the advance written consent of Purchaser shall be null and void and shall give Purchaser the right to terminate this order for default under Article 7.
- (b) If a third party submits a solicited or unsolicited offer to Seller that would result in a Change of Ownership or Control of Seller, as defined below, Seller shall give notice of such offer to Purchaser as early as commercially practical following Seller's receipt of the offer. The notice shall include the identity of the offeror, the date and time of the offer and the conditions of the offer. Before Seller accepts the offer, it shall give Purchaser an opportunity, within a reasonable time, to advise Seller of its objection to the offer. If despite Purchaser's objections, the Change in Ownership and Control occurs, Purchaser has the right at its discretion to terminate this purchase order for default under Article 7 at no cost to Purchaser. In the event of such termination, Seller agrees to render full cooperation to Purchaser in order to minimize disruption to the Purchaser's program. Pending termination or in lieu of termination, Purchaser may require Seller to provide adequate assurance of performance, including, but not limited to the institution of special controls regarding the protection of Purchaser's proprietary information..

For purposes of this sub-paragraph (b), the terms "Change in Ownership or Control" shall mean any of the following: i) the sale of equity shares controlling 20% or more of the voting rights in Seller or Seller's parent, ii) the sale, lease, transfer or other disposition of substantially all of the assets of Seller or Seller's parent, iii) a merger, reorganization, consolidation, share exchange, recapitalization, business combination, liquidation or dissolution or similar transaction, iv) a tender offer or exchange offer for any of the outstanding shares of capital stock of Seller or Seller's parent, v) a sale by Seller of the assets relating to the product Seller produces or will produce for Purchaser, or vi) any public disclosure of a proposal or plan or intention to do any of the foregoing.

- 12. SET-OFF: Purchaser shall be entitled to set off any amount owing from Seller to Purchaser or to any of Purchaser's affiliated companies against any amount payable under this purchase order.
- 13. WORK ON PURCHASER'S OR ITS CUSTOMER'S PREMISES: If Seller's work under this purchase order involves operations by Seller on the premises of Purchaser or one of its customers, then:
  - (a) Seller shall comply with all of Purchaser's safety and security procedures and shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work. Seller shall maintain such insurance coverage(s) as set forth in Article 29. Insurance and Indemnity.
  - (b) Seller agrees that all of its employees whom may require access to Purchaser's or its customer's premises to perform work pursuant to this order shall be tested and certified (in writing) to be free from the following illegal or unauthorized drugs prior to being assigned to perform such work: cannabinoid metabolites (marijuana) opiate

derivatives (heroin, morphine, codeine) cocaine metabolites (benzoylecgonine, ecgonine) amphetamines (methamphetamines) phencyclidine.

In addition, such drug tests shall include screening for prescription drug use. In the event Seller's employee acknowledges use of prescription drugs, or if the drug screening results are positive for prescription drug use, Seller shall not assign such employee to perform work pursuant to any order unless, (1) Seller confirms that there are corresponding documented medical authorizations for use of such prescription drugs; and (2) Seller determines, using appropriately qualified resources, that the employee is fit to perform the work under any order and free of any impairment that would prevent the employee from performing competent and safe work under any order.

- (c) Seller's employees shall be retested and recertified to be free of these unauthorized drugs after a six (6) month absence from performing work on Purchaser's or its customer's premises.
  - (d) Seller shall comply with any and all federal, state, or local anti-drug, alcohol abuse and /or drug testing statutes or regulations for any of its employees who may be covered by such statutes or regulations. Seller shall have, retain, and be able to provide to Purchaser, upon request, an approved drug and alcohol misuse prevention plan.
  - (e) Seller shall conduct a criminal convictions records investigation of its employees before they are assigned to work on any order that requires the employee to enter Purchaser's premises or the premises of a customer of Purchaser (hereinafter collectively "GE Premises"). A Criminal Convictions Records Investigation shall consist of a records search (documented by a written report retained by the Seller of the results of such search) by the appropriate law enforcement or other local or state agency in each location in which the employee has resided and worked in at least the seven years preceding the date of the criminal conviction records investigation. Seller is required to use a Purchaser approved source to conduct such Criminal Convictions Records Investigation. Purchaser reserves the right, at its discretion, to request from Seller documentation of the completion of a criminal convictions records investigation for any employee assigned to work on Purchaser's or its customer's premises. Seller's failure to have completed a criminal convictions investigation of any of its employees in accordance with this clause shall be grounds for immediate expulsion of the Seller and its employees from Purchaser's or its customer's premises and Purchaser shall have the right to terminate all orders for default.
  - (f) Seller shall not assign any person to perform work on Purchaser's or its customer's premises that has been:
    - (i) convicted as an adult of any of the following: domestic violence, theft, assault, drug possession or any sexual offenses.
    - (ii) convicted as an adult of any felony; convicted of more than two misdemeanors in the past 2 years or 5 misdemeanors in the past 7 years
  - (g) Purchaser may require Seller's employees, before entering Purchaser's or its customer's premises, to complete a criminal convictions questionnaire. In the event that Purchaser has grounds to believe that an employee of Seller has falsified the criminal convictions questionnaire in any way, such person shall not perform work on Purchaser's or its customer's premises.
  - (h) Seller shall include this Article 13 in any Subcontract placed pursuant to a purchase order with a subcontractor who will perform work on Purchaser's or its customer's premises.
  - (i) Purchaser reserves the right to deny access to Purchaser's or its customer's premises to any person who appears on government-issued lists of terrorists, suspects, etc., such as the Department of State, Arms Export Control Debarment List; Department of State, Proliferation List; Department of Commerce, Denied Parties List; and Department of Treasury, Specially Designated National List.
14. INSPECTION: All work performed pursuant to these terms and conditions (including but not limited to Goods, services, and any other deliverables) including, but not limited to, engineering and design/development work, shall comply with all applicable specifications and other requirements of these terms and conditions and shall be subject to inspection and test by the Purchaser and its customer at all times and places, including visits during the period of manufacture

If any inspection or test is made on the premises of Seller or its supplier, Seller, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

All inspections and tests on the premises of Seller or its supplier shall be performed in such a manner as not to unduly delay the work.

Purchaser's failure to inspect and accept or reject Goods or services shall neither relieve Seller from responsibility for such Goods or services as are not in accordance with the order requirements nor impose liabilities on Purchaser therefor. The inspection or test of any item by Purchaser shall not relieve Seller from any responsibility regarding defects or other failures to meet order requirements which may be discovered subsequently.

For engine components and other ancillary components, Seller shall provide and maintain quality control, inspection, and process control systems acceptable to Purchaser and its customer in accordance with Purchaser's then current specification S-1000 and S-1002 for supplier quality product requirements, as applicable. "Supplier Quality Requirements Manual, AEBG Marine and Naval Products Dept. Gear Plant #2 – Lynn MA 01910" (hereinafter referred to as the "Marine Quality Manual") shall apply for marine gearing. Records of all inspection work by Seller shall be kept complete and available to Purchaser and its customer.

15. RECORD RETENTION REQUIREMENTS: Seller shall maintain, for four (4) years, purchase order files for supplies, equipment, material, or services including supporting documentation and back-up files including, but not limited to, invoices and memoranda, e.g., memoranda of negotiations showing the principal elements of price negotiations. Product acceptance records, including inspection records, material certifications, and acceptance test records, shall be retained in accordance with FAR subpart 4.7 and Purchaser's then current specification S-1000 for Engine Parts or the Marine Quality Manual for marine gearing.
16. STATE SALES TAX: The following state sales and use Tax ID numbers are applicable for Goods delivered into the States of Ohio, North Carolina and Massachusetts:

Ohio	DPP# 98-000-604
North Carolina	DPP# 457
Massachusetts	DPP# 00008

The states of Ohio, North Carolina and Massachusetts have issued to Purchaser the direct payment permits indicated above, and Purchaser is exempt from state sales tax in Ohio, North Carolina and Massachusetts. Therefore, Purchaser shall not be invoiced or charged by Seller for sales tax on the sale of Goods in Ohio, North Carolina and Massachusetts, and Purchaser agrees to maintain adequate records of all purchases and pay tax on any taxable items directly to the treasurer of the respective states.

In the event of a conflict between this Article 16 and any other provision of this purchase order, this Article 16 shall prevail.

17. RELEASE OF INFORMATION: Seller shall not make any announcement, take or release any photographs (except for its internal operation purposes for manufacture and assembly of goods), or release any information concerning this Order or any part thereof or with respect to its business relationship with Purchaser, to any third party, member of the public, press, business entity, or any official body except as required by applicable law, rule, injunction or administrative order, without Purchaser's prior written consent. Purchaser's written approval, if granted, will be subject to any "Acknowledgement of Sponsorship" clause in Purchaser's Government Prime Contract, if applicable. Further, Seller or its agents shall not use Purchaser's name, photographs, logo, trademark, or other identifying characteristics or that of any of its subsidiaries or affiliates without Purchaser's prior written approval.
18. PARTS COMPLIANCE AND MATERIALS TEST CERTIFICATION: By acceptance of this purchase order, Seller certifies that, except as specifically stated to the contrary on case records per Purchaser's then current specification S-1000 for Engine Parts or the Marine Quality Manual for marine gearing, Goods supplied shall conform to all requirements of this purchase order, including referenced specifications in effect as of the date of order placement or as modified pursuant to the "CHANGES" clause, and that Objective Evidence\* of conformance and specifications required by this purchase order is on file and available for examination by Purchaser.

\* "Objective Evidence" shall mean any statement of fact pertaining to the quality of a product or service based on observations, measurements or tests that can be fully verified. Evidence must be expressed in terms of specific quality requirements or characteristics. These characteristics are identified in drawings, specifications, and other documents which describe the item, process, or procedure.



19. **NONDISCRIMINATION IN EMPLOYMENT:** Seller will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, national origin, or any other characteristic protected by law. Seller agrees to comply with the applicable provisions of any federal, state, or local law or ordinance, and all lawful orders, rules, and regulations issued thereunder. Seller shall also comply with any provisions, representations or agreements, or contractual clauses required thereby to be included or incorporated by reference or operation of law in the contract, including but not limited to FAR 52.222-26, FAR 52.222-36, FAR 52.222-37 and the applicable requirements (all of which have been incorporated by reference herein) set forth in 41 CFR Chapter 60, as well as any Executive Orders as now or hereafter issued, amended or codified. Seller certifies that it is in compliance with the requirements for non-segregated facilities set forth in 41 CFR Chapter 60-1.8.
20. **INTELLECTUAL PROPERTY**

**20.1 INTELLECTUAL PROPERTY OWNERSHIP:**

- (a) Purchaser shall be entitled to full ownership of all data, information, inventions, or discoveries, whether patented or unpatented, conceived or first actually reduced to practice in the performance of any order placed by Purchaser with Seller. Seller hereby assigns and agrees to assign to Purchaser any innovations, inventions, drawings or specifications conceived and/or reduced to practice in the course of or performance of this purchase order and Seller also assigns and agrees to assign to Purchaser all intellectual property rights thereto, including any trade secrets and patents and copyrights issuing thereon. Seller further agrees to provide reasonable assistance to Purchaser, at Purchaser's expense, for securing all such intellectual property rights.
- (b) The Seller agrees to promptly disclose any such data, information, invention or discovery to Purchaser. With respect to any such invention or discovery, the Seller further agrees that it will cooperate with Purchaser, its officers and agents, in obtaining, at the expense of Purchaser with respect to the prosecution thereof, patents on such inventions or discoveries in the name of and for the benefit of Purchaser in the United States and/or foreign countries to the extent that Purchaser may consider desirable. Seller will procure from its employees, without charge to Purchaser, the execution of all patent applications, assignments and other instruments necessary to the procurement of such patents and to the vesting of title thereto in Purchaser. Any compensation due Seller's employees shall be paid solely by Seller.
- (c) Purchaser shall become the sole owner of any and all notes, reports, memoranda, and any other information (regardless of the media of expression) made or prepared in connection with any order placed by Purchaser. Seller will not use any material developed by Seller under any order placed by Purchaser without first obtaining the written consent of Purchaser. All such materials, irrespective of the media of expression, shall be deemed to be works for hire and shall belong exclusively to Purchaser. If by operation of law any of the material is not work made for hire, then Seller agrees to assign, and hereby assigns, to Purchaser the ownership of such material including all copyrights thereto. Purchaser may obtain and hold in its own name copyrights, registrations, and other protection that may be available in such material, and Seller shall provide any assistance required to perfect such protection.
- (d) If Seller is a non-profit institution, and if the work being done hereunder is pursuant to a contract with the U.S. Government which contains provisions regarding retention of intellectual property rights of the Seller, Seller shall retain ownership of inventions and Seller hereby grants and agrees to grant to Purchaser an irrevocable, fully paid license under any patents covering inventions conceived and/or reduced to practice in the course of this order, to make, have made, use and sell such inventions with the right to extend such license to Purchaser's customers, including the U.S. Government, and to any of Purchaser's licensees or co-producers of Purchaser's or Purchaser's affiliates, subsidiaries or contractors products.
- (e) The Seller agrees that it will cause its employees to execute contracts of employment or other agreements assuring the Seller the ability to comply fully with the provisions of this Article 20.1

**20.2 INTELLECTUAL PROPERTY INDEMNITY:**

- (a) Seller shall indemnify and save Purchaser, and Purchaser's subsidiaries and affiliates, and their respective vendors and customers, harmless from and against any expense or liability, including costs, fees and all damages, arising out of any claim, suit or proceeding that the manufacture or furnishing of Goods and/or services under this purchase order, or the use of such Goods and/or services or sales of such Goods and/or services constitutes infringement of any patent, trade secret or copyright. If an injunction should issue, Seller shall procure for Purchaser, and Purchaser's subsidiaries and affiliates, and their respective vendors and customers, the rights to continue using said Goods and/or services, or modify them in a manner acceptable to Purchaser so they become non-infringing, or with

the written approval of Purchaser, remove said Goods and/or services and refund the purchase price. The forgoing provisions apply to all Goods and/or services provided by the Seller, including, but not limited to, those for marking, reading or verifying using identification technologies based on 2D symbologies and/or Radio Frequency Identification (RFID).

- (b) Any compensation which may be claimed by or due to any Seller employee or any Seller's Contractor's employee in connection with any information, invention or patent or other intellectual property or intellectual property right, whether by agreement, statute, regulation or otherwise, shall be paid solely by Seller, and Seller shall indemnify and hold Purchaser and Purchaser's subsidiaries and affiliates, and their respective vendors and customers, harmless from and against any expense or liability, including costs, fees and all damages, arising out of all such claims, suits or proceedings therefore. If an injunction should issue, Seller shall procure for Purchaser, and Purchaser's subsidiaries and affiliates, and their respective vendors and customers, the rights to continue using the Goods and/or services supplied by the Seller.

### 20.3. NON-PROFIT INSTITUTIONS.

- (a) If Seller is a non-profit institution, any references to indemnification in Standard Remark C64 shall be limited to such indemnification as may be permitted by law or regulation.
- (b) Article 12, Set Off is not applicable to non-profit institutions.
- (c) Article 3, Dispute Resolution, shall be modified to refer to the law of the state under which the non-profit institution is chartered.
- (d) Article 25, Termination for Convenience, is modified to add a reference to FAR 52.249-5, Termination for Convenience of the Government (Educational and Other Nonprofit Institutions), with the following changes: delete paragraph (h), in paragraph (c) change "120 days" to "60 days", and in paragraph (d) change "1 year" to "60 days."

### 20.4. APPLICABLE FAR CLAUSES:

If the work under any order is a subcontract to a Government Contract at any level, Seller and Purchaser shall comply with the rights in data, patents and copyrights clauses as set forth in the Government Contracts, and unless otherwise specified, the rights of Purchaser shall be those provided in Article 20.1. The following clauses apply, unless the part schedules report indicate that remark F12 is applicable to a line item or schedule:

#### FAR

52.227-10 FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER

52.227-11 PATENT RIGHTS-RETENTION BY THE CONTRACTOR. (SHORT FORM) (APPLIES IF THIS ORDER IS FOR EXPERIMENTAL, DEVELOPMENTAL OR RESEARCH WORK TO BE PERFORMED BY A SMALL BUSINESS FIRM OR NON-PROFIT ORGANIZATION).

52.227-12 PATENT RIGHTS-RETENTION BY THE CONTRACTOR. (LONG FORM) (APPLIES IF THIS ORDER IS FOR EXPERIMENTAL, DEVELOPMENTAL OR RESEARCH WORK NOT COVERED BY 52.227-11)

52.227-13 PATENT RIGHTS-ACQUISITION BY THE GOVERNMENT

#### DFARS

252.227-7034 PATENTS--SUBCONTRACTS

252.227-7039 PATENTS--REPORTING OF SUBJECT INVENTIONS

#### NASA FAR SUPPLEMENT

If an order is placed under a National Aeronautics and Space Administration ("NASA") prime contract, the following NASA FAR Supplement clauses apply:

18-52.227-11 PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM)

2318-52.227-70 NEW TECHNOLOGY (DOES NOT APPLY TO SMALL BUSINESS FIRM OR NONPROFIT ORGANIZATION. SEE 52.227-11)

18-52.227-71 REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS

18-52.227-72 DESIGNATION OF NEW TECHNOLOGY AND PATENT REPRESENTATIVE

18-52.227-85 INVENTION REPORTING AND RIGHTS - FOREIGN

21. STANDARD TERMS OF SETTLEMENT (STS):

(a) STANDARD: Unless Purchaser chooses the accelerated payment program described in (b) below, Purchaser's standard terms of settlement shall be issuance of payment of the full invoiced amount (not discounted) to Seller within ninety (90) days (meaning within 90 days of the Payment Start Date (as defined in (d) below)). Settlement and invoicing must be paperless, and in a format acceptable to Purchaser. Seller must provide banking information to establish electronic funds transfer for U.S. suppliers and wire transfer for non-U.S. suppliers.

(b) ACCELERATED PAYMENT PROGRAM: Purchaser reserves the right to choose the settlement of invoices with Seller by using Purchaser's accelerated payment program as follows: Seller agrees to accept the invoice amount discounted by two and one-half percent (2.5%), in exchange for Purchaser's initiation of payment on the 15<sup>th</sup> day following the Payment Start Date (as defined in (d) below) ("net 15 less 2.5 %"). If payment is initiated earlier than such 15<sup>th</sup> day, the invoice amount may be further discounted to reflect substantially similar economics as "net 15 less 2.5%".

(c) USE OF GEFCF : Funding for accelerated payment of invoices under the Purchaser accelerated payment program will be provided by General Electric Commercial Finance ("GEFCF"). If Purchaser chooses to settle an invoice pursuant to the accelerated payment program, the following shall occur: (1) title to the Goods that are being delivered shall pass directly to GEFCF consistent with clause 5 above; (2) once title to the Goods has passed to GEFCF, GEFCF will immediately and directly transfer title to Purchaser; and (3) any and all of the Seller's obligations under this purchase order, including Seller's representations and warranties, shall extend to and benefit Purchaser as if title passed directly to Purchaser.

(d) PAYMENT START DATE: As used in this clause 21, the "Payment Start Date" shall be:

- (i) For receivable material and/or Services: From the latest of (a) the manufacturing required date as identified on the part schedules report, (b) the material received date as identified in Purchaser's computer system, or (c) the invoice date; and,
- (ii) For non-receivable material and/or services: From the invoice date; invoices for services must be dated no earlier than the last day of the period of time during which services that are the subject of the invoice were provided.

22. EXPORT AND INTERNATIONAL TRAFFIC-IN-ARMS REGULATIONS: Seller agrees to comply with all export regulations and the International Traffic-in-Arms Regulations ("ITAR") including, but not limited to, parts 122 entitled "Registration of Manufacturer and Exporter" and 130 entitled "Political Contributions, Fees and Commissions." In the event Seller is supplying defense articles hereunder, Seller agrees to maintain a valid and current Directorate of Defense Trade Controls ("DDTC") registration. Seller shall provide its ODTC registration status (whether registered or not, with expiration date to Purchaser and promptly advise Purchaser of any updates or changes to such information, in the format requested by Purchaser. With respect to defense articles and services furnished hereunder, Seller certifies that it has not paid, offered or agreed to pay, and agrees that it shall not pay, offer or agree to pay, for the purpose of soliciting, promoting or otherwise to secure the sale of defense articles and services to or for the use of the armed forces of an international organization or non-U.S. Country, any (i) fees or commissions in excess of \$1,000 or (ii) political contribution (including any gift, rebate or payment of expenses) to a non-U.S. person or entity.

If Seller intends to conduct work for Purchaser in a foreign country, including but not limited to the use of Seller's own facility outside of the U.S. or the use of a foreign affiliate or unrelated subcontractor, Seller must provide advance written notification to Purchaser. Seller is responsible for compliance with applicable export control laws and regulations and for obtaining all export control licenses required by law or requested by Purchaser.

23. ENVIRONMENTAL MATTERS:

A. Certifications, Representations and Warranties.

- 1. Supplier represents, warrants, certifies and covenants that it shall perform all activities required under this purchase order in compliance with all applicable national, EU, state/provincial and local environmental, health and safety laws and regulations;
- 2. Supplier represents, warrants, certifies and covenants that it will take appropriate actions to provide a safe and healthy workplace, and to protect local environmental quality in all of its activities.

3. Supplier represents, warrants, certifies and covenants that each chemical substance constituting or contained in goods sold or otherwise transferred to GE hereunder is on the list of chemical substances compiled and published by (a) the Administrator of the Environmental Protection Agency pursuant to: the Toxic Substances Control Act (15 USC Section 2601 et seq.) as amended; or (b) the European Inventory of Existing Commercial Chemical Substances (EINECS) or the European List of Notified Chemical Substances (ELINCS); or (c) any equivalent lists in any other jurisdictions to which GE informs Supplier the goods likely will be shipped.
4. Unless GE expressly agrees otherwise in writing as an addendum to this purchase order, Supplier represents, warrants, certifies and covenants that none of the goods supplied under this purchase order contains any: (a) lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBB), polybrominated diphenyl ethers (PBDE), arsenic, asbestos, benzene, polychlorinated biphenyls (PCBs), carbon tetrachloride, beryllium, or radioactive materials; (b) where applicable, hazardous substances the use of which is restricted under EU Directive 2002/95/EC (27 January 2003)(RoHS Directive), as amended; (c) chemical restricted under the Montreal Protocol on ozone-depleting substances; or (d) other chemical the use of which is restricted in any other jurisdictions to which GE informs Supplier the goods are likely to be shipped.
5. Unless specifically defined as a requirement by GEAE engineering drawings or specifications, the use of cadmium plating or nickel cadmium plating is strictly prohibited in the manufacture of this Good. The use of cadmium plating or nickel cadmium plating is strictly prohibited on all tooling, fixturing, and test equipment that is used for manufacturing, assembly, test, or material handling of the Good unless Seller has notified Purchaser in advance and has obtained its prior written consent to such use. Approval shall not be granted where there is a potential for Seller's Good to come into contact with titanium containing items.
6. Supplier represents, warrants, certifies and covenants that, except as specifically listed in a mutually agreed, written addendum to this purchase order, none of the goods supplied under this purchase order are regulated as "electrical or electronic equipment" under EU Directive 2002/96/EC (27 January 2003)(WEEE Directive), as amended.
7. Products supplied under this purchase order may be exported worldwide, including to countries that forbid the importation of products manufactured with child labor or with forced, indentured or convict labor. Consequently, Supplier represents, warrants, certifies and covenants that no products supplied under this purchase order have been or will be produced utilizing forced, indentured or convict labor, or utilizing the labor of persons in violation of the minimum working age law in the country of manufacture, or in violation of minimum wage, hour of service, or overtime laws in the country of manufacture.
8. Supplier represents, warrants, certifies and covenants that it has established an effective program to ensure that the activities of any suppliers it utilizes to provide any goods or services that will be incorporated into the goods supplied under this purchase order will be conducted in conformance with sub-parts 23. A1 to A7 above.

## B. Covenants

1. If any goods or other materials sold or otherwise transferred to GE hereunder contain hazardous materials, Supplier shall identify hazardous materials contained in Goods delivered to Purchaser, provide Material Safety Data Sheets ("MSDS") for such Goods, and, where applicable; (a) comply with the OSHA Hazard Communication Standard, 29 CFR 1910.1200 ("HAZCOM"); or (b) similar EU MSDS/labeling requirements; or (c) any similar requirements in any other jurisdictions to which GE informs Supplier the goods are likely to be shipped. For each such material, identification shall reference the stock or part number of the delivered Goods. Hazardous materials include, but are not limited to, materials embedded in a delivered Good in such a manner as to present a potential for personal injury or harm or property damage in the course of normal use, repair, accidents or disposal. All MSDS forms and hazard warning labels required under this section and HAZCOM shall be provided to General Electric Company, Group Environmental Affairs & Safety, One Neumann Way, M/D T165, Cincinnati, OH 45215.
2. Where applicable, for any goods specifically listed in a mutually agreed written addendum to this purchase order as "electrical or electronic equipment" covered by the WEEE Directive as amended, Seller agrees to assume responsibility for taking back those goods in the future upon the request of Buyer and treating or otherwise managing them in accordance with the requirements of the Directive and applicable national implementing legislation. Seller also agrees to take back as of the date of this purchase order the used goods currently owned by Buyer or to arrange with a third-party to do so in accordance with all applicable requirements. No additional

charge will be sought by Seller and no additional payments will be due from Buyer for Seller's agreement to undertake these responsibilities.

3. From time to time, at GE's request, Supplier shall provide certificates to GE relating to any applicable legal requirements or to update sub-part A of this purchase order, in each case in form and substance satisfactory to GE.
4. Supplier shall permit GE or its representatives to have reasonable access to the sites where the work under this purchase order is performed and to its employees in order to assess (1) work quality, (2) conformance with GE's specification, and (3) conformance with Supplier's representations, warranties, certifications and covenants under this purchase order.

Seller agrees to notify Purchaser in writing within five days after learning of any significant event involving any of its manufacturing processes that may affect Seller's ability to comply with its obligations under this purchase order, including but not limited to, any spill, leak or release to the environment which also requires notification to a state or federal agency, including, but not limited to: (a) the date of release; (b) the quantity and type of material released; (c) efforts to clean up the material released; and (d) efforts to mitigate impacts from the release. Notices shall be provided to General Electric, Group Environmental Affairs & Safety, One Neumann Way, M/D T165, Cincinnati OH 45215, phone: (513) 672-3982.

24. **CLASSIFIED INFORMATION:** Upon completion of work by Seller under this purchase order, Seller shall return to Purchaser all classified information furnished by Purchaser in connection herewith, including all reproductions thereof, then in Seller's possession or control, and Seller shall surrender classified information or materials developed by Seller in connection with this order, unless the information has been destroyed or the retention of the information is authorized in writing by Purchaser or the government.
25. **TERMINATION FOR CONVENIENCE:** Purchaser may terminate all or any part of the Order for convenience at any time. Purchaser shall terminate by delivery to Seller of a notice of termination specifying the extent of termination and the effective date.

After receipt of a notice of termination, and except as directed by Purchaser, Seller shall immediately: (1) stop work as directed in the notice; (2) place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the purchase order; and (3) terminate all Subcontracts to the extent they relate to work terminated. After termination, Seller shall submit a final termination settlement to Purchaser in the form and in the manner prescribed by Purchaser, and in accordance with applicable portions of subparts 49.1, 49.2 and 49.3 of the Federal Acquisition Regulation (FAR).

In the event that Purchaser wrongfully terminates this purchase order for default, in whole or in part, such termination becomes a Termination for Convenience under this Article 25.

Seller agrees to waive any claim when a reduction in the quantity on order has an order value which is under \$1,000.00.

When a change in requirements results in a quantity reduction those quantities will be deleted from the schedule on the basis that any quantity with incurred cost will be consumed by future releases. Should the quantity with incurred cost not be consumed, this Article 25 applies.

26. **PRIORITY RATINGS:** When a priority rating is specified for a Good, this is a rated order certified for national defense use and Seller is required to follow all provisions of the Defense Priorities and Allocations System (DPAS) Regulations (15 CFR 700).
27. **SECURITY INTEREST:** In the event items will be bailed to Seller or progress payments will be made, Seller hereby grants Purchaser a security interest in equipment, machinery, contract rights, inventory, goods, merchandise and raw materials, whether now existing or hereafter arising, and any replacements, improvements, substitutions, attachments, accessories and accessions thereto or thereon provided by Purchaser or purchased by Seller with progress payments or advances made by Purchaser and to be used by Seller in manufacturing products ordered by Purchaser under this purchase order. Seller agrees to execute and deliver all documents requested by Purchaser to protect and maintain Purchaser's security interest.
28. **OFFSET REQUIREMENTS:** Seller recognizes, as part of this purchase order, that Purchaser may incur international offset and/or revenue sharing obligations which could involve Goods placed under this purchase order. Should any

quantity of a Good or Goods placed hereunder become necessary to support such other agreements during the term of this purchase order, Purchaser reserves the right to remove that portion from this purchase order. Any adjustment in forecasted or firm quantities will be pursuant to Article 9, Changes. No adjustment in firm released quantity or schedules will be made within a twelve (12) month delivery period after notification or lead-time away, whichever is longer, as a result of this Article 28.

## 29. INDEMNITY AND INSURANCE

(a) Seller shall defend, indemnify, release and hold harmless the Purchaser, its directors, officers, employees, agents representatives, successors and assigns (each an "Indemnified Party"), whether acting in the course of their employment or otherwise, against any and all suits, actions, or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, damages, costs, expenses (including attorneys' fees), or liabilities (including without limitation claims for personal injury or property damage, claims or damages payable to customers of Purchaser, and breaches of Seller's obligations, representations, warranties, covenants and/or certifications set forth elsewhere in this Agreement including but not limited to Articles 8, 17, 23, 34 and 39) arising from any act or omission of Seller, its agents, employees, or subcontractors, or from any conditions of real or personal property of Seller, except to the extent attributable to the sole and direct gross negligence of Purchaser. An Indemnified Party shall have the right to participate in the selection of counsel and Seller shall not enter into any settlement agreement that contains any admission of liability on the part of Purchaser and/or any other Indemnified Party.

(b) Seller will maintain and provide evidence of General Liability, Property Damage, Product Liability, Aviation Products Liability (where, Products are intended for use on aircraft), Employer's Liability and Comprehensive Insurance as Purchaser from time to time determines to be adequate. Seller shall provide Purchaser with a certificate of insurance evidencing that the required minimum coverage are in effect and that Purchaser, its directors, officers, employees, agents and representatives are named as additional insureds, provide a waiver of subrogation clause in favor of the additional insureds, and provide that all coverage provided by the Seller shall be primary. Such insurance shall also cover the actions of a subcontractor that Seller may utilize under this Purchase Order. Such insurance shall require the underwriters to provide Purchaser thirty (30) days advance written notice of any cancellation or adverse material change with respect to any of the policies. If Seller fails to procure or maintain in force the insurance specified herein, Purchaser may secure such insurance and the cost thereof shall be borne by Seller. It is understood and agreed that the insurance provided by Seller hereunder shall operate independent and apart from any obligations imposed upon Seller under the indemnity provisions of this Purchase Order.

30. ENGLISH LANGUAGE. Except as the parties may otherwise agree, this purchase order, data, notices, shipping invoices, correspondence and other writings shall be written in the English language. In the event of any inconsistency between any terms of this purchase order and any translation thereof into another language, the English language meaning shall control.

## 31A. EDI (ELECTRONIC DATA INTERCHANGE) and PAPERLESS INVOICING.

(a) Upon Purchaser's request, Seller shall sign an EDI (Electronic Data Interchange) Trading Partner Agreement with Purchaser within 15 days from the request date. Following such agreement, the parties shall establish an implementation schedule which shall call for active EDI communication capability within 45 days from the EDI Trading Partner Agreement.

(b) Paperless invoicing is required. Options acceptable to Purchaser include Web Invoicing, Evaluated Receipt Settlement ("ERS") and EDI.

31B. UNIGRAPHICS. Seller agrees to take reasonable action to establish cad/cam (computer aided design/computer aided manufacture) capabilities, specifically utilizing Purchaser's then current software/standards. Upon Purchaser's request, Seller shall implement required plans and activities to facilitate the design, inspection, processing, and/or manufacture of General Electric products or services utilizing Purchaser's then current software/standards. Within 30 days following Purchaser's request, Seller will advise Purchaser of its plan to establish active Unigraphics capabilities including milestones which will provide Purchaser with a clear understanding of the time frame involved.

31C. ELECTRONIC COMMERCE. SELLER agrees to participate in all PURCHASER current and future electronic commerce applications and initiatives upon PURCHASER request. For contract formation administration, changes and all other purposes each electronic message sent between the parties within such applications or initiatives will be deemed:

(a) "written and a "writing"; (b) "signed" (in the manner below); and (c) an original business record when printed from electronic files or records established and maintained in the normal course of business. The parties expressly waive any right to object to the validity, effectiveness, or enforceability of any such electronic message on the ground that a "statute of frauds" or any other law requires written, signed agreements. Between the parties, any such electronic documents may be introduced as evidence in any proceedings as business records under the best evidence rule or the business records exception to the hearsay rule. By placing the name or other identifier on any such electronic message, the party doing so intends to sign the message with his/her signature attributed to the message content. The effect of each such message will be determined by the electronic message content and by New York law, excluding any such law requiring signed agreements or otherwise in conflict with this paragraph.

32. **BAR CODE SHIPPING LABEL:** Upon Purchaser's request, all shipment containers for Goods and products to be delivered hereunder shall be labeled in accordance with Purchaser's Bar Code Shipping Label Instructions. Seller shall submit example labels for approval within 60 days of said request. Seller shall designate an individual responsible for compliance with said instructions and shall act as the Seller's contact for issues concerning bar code labels.
33. **MATERIALS SCHEDULING:** Upon Purchaser's request, Seller shall work with Purchaser to implement pull production, bin stocking, unit pack and/or kitting for hardware supplied by Seller. Seller shall provide commitments to Purchaser's schedule via Purchaser's scheduling system within 72 hours of a change in Purchaser's production schedule. If the Seller is unable to meet Purchaser's schedule, Seller shall immediately notify Purchaser in advance for proper reconciliation.
34. **SELLER'S REPRESENTATIONS:** Seller represents, warrants, certifies and covenants that it shall perform all activities required under this purchase order in compliance with all applicable international, national, state and local laws, including, but not limited to environmental, health and safety laws and regulations.

Goods supplied under this purchase order may be exported worldwide, including countries that prohibit the importation of goods manufactured with child labor or forced, indentured or convict labor. Seller represents, warrants, certifies and covenants that no Goods supplied under this purchase order have been or will be produced using forced, indentured or convict labor, or the labor of persons in violation of the minimum working age laws of the country of manufacture, or in violation of minimum wage, hour of service or overtime laws of the country of manufacture.

From time to time, at Purchaser's request, Seller shall provide certificates to Purchaser in form and substance acceptable to Purchaser relating to the requirements of this paragraph 34. Seller shall permit Purchaser or its representatives to have reasonable access to the site where work under this order is performed to assess 1) Seller's work quality and compliance with Purchaser's specifications and 2) Seller's compliance with its representations, warranties, certifications and covenants hereunder.

35. **WAIVER:** Purchaser's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Purchaser's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.
36. **SEVERABILITY:** If any provisions of this Remark C64 or any part hereof are invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all conditions and provisions of this agreement which can be given effect without such invalid, unlawful or unenforceable provision shall, nevertheless, remain in full force and effect.
37. **GRATUITIES:** Any officers, employees or agents of Purchaser, the U.S. Government, or Purchaser's customers, are prohibited from soliciting or accepting entertainment, gifts, gratuities, compensation or favors from Seller. Seller shall at all times comply with the requirements of this policy. When Seller has reasonable grounds to believe that a violation of this gratuity policy by Seller or Purchaser's representatives may have occurred, Seller shall promptly report the potential violation to Purchaser by using the supplier hot line (1-800-443-3632) or (513-243-6922) or by reporting it in writing.

For violation of this Article 37 by Seller, this purchase order may be terminated in whole or in part. Purchaser may also require Seller to provide proof that it has implemented internal management controls sufficient to prevent future violations. These rights and remedies of Purchaser are not exclusive and are in addition to any other rights and remedies provided to Purchaser under this purchase order or by law.

38. **ACCESS TO PURCHASER'S COMPUTER SYSTEMS:** Access to Purchaser's computer systems by Seller's personnel shall include only those individual persons who have been specifically granted an authorized user id by a Purchaser. Purchaser reserves the right to, at any time, verify the citizenship status of all Seller personnel who have access to Purchaser's computer systems. Such access shall be limited by Purchaser to those systems, which in Purchaser's sole discretion, are required for the Seller's personnel to perform assigned work and shall be valid until such access is revoked

or surrendered. Such access shall be surrendered by Seller's personnel upon Purchaser's request or upon removal or reassignment by Seller.

39. **CITIZENSHIP STATUS:** Only U.S. Citizens, permanent resident aliens or those aliens authorized to be employed in the U.S. shall be permitted to work on Purchaser's purchase orders. Seller must notify Purchaser prior to disclosure by Seller of Purchaser technical data to non-U.S. persons, or the assignment by Seller of non-U.S. persons to the involved work to enable Purchaser to review the technical scope and assure any necessary export authorizations are in place.

Seller certifies to Purchaser that it has (i) confirmed the identity of each individual assigned to work on Purchaser's purchase orders; (ii) verified that such individuals are legally entitled to work in the U.S. and are employees of Seller; and (iii) preserved such records as required by the Department of Homeland Security. Seller shall make all records supporting such certification available to Purchaser at Purchaser's request. There may be jobs that require U.S. citizenship because of national security or exposure to classified information. In such cases, Purchaser will separately identify each such job as requiring U.S. citizenship.

40. **FORMER GE EMPLOYEES:** If access is requested to Purchaser's facilities or computer systems, the Seller must confirm satisfactory performance of the individual for whom access is requested if the individual was previously employed by the Purchaser or its affiliates. The Seller shall use a form provided by Purchaser to obtain its employee's consent and waiver for Purchaser to release employment information to Seller regarding the individual's performance when employed by the Purchaser or its affiliates. All forms and more detailed instructions can be found at: [http://www.geae.com/aboutgeae/doingbusinesswith/supplier\\_security\\_requirements.html](http://www.geae.com/aboutgeae/doingbusinesswith/supplier_security_requirements.html)

41. **REMOVALS OR REPLACEMENTS:** Seller agrees that, notwithstanding the provisions of any warranties, expressed or otherwise, negotiated with respect to Goods purchased from Seller by Purchaser or Purchaser's customer, Seller shall reimburse Purchaser for labor and material cost, including overhead and general and administrative (G&A) expense reasonably incurred by Purchaser in connection with:

- (a) The unscheduled removal and/or replacement of such Goods or components thereof from a higher level assembly due to failure of such Goods to conform to requirements of this purchase order or defective material, workmanship or design; or
- (b) Any such removal of said Goods at Seller's request; or
- (c) Any such removal of said Goods required due to any previously required changes to said Goods that Seller has failed to incorporate.

This remedy is not exclusive and shall not be in lieu of any other remedy available at law, in equity or under this purchase order.

42. **PROHIBITED GOODS AND SERVICES:** The United States of America prohibits the importation of Goods or the purchase of services from certain countries. No Goods or services from prohibited countries may be used directly or indirectly in the design, manufacture, test, or other methods of providing any of the items (whether Goods, services, or otherwise) covered by this purchase order. The list of prohibited countries can change from time to time and it is Seller's responsibility to ensure compliance with such list at all times. Current information can be obtained by accessing the Internet at URL <http://www.treas.gov/ofac/>

43. **GOVERNING LAW:** This purchase order shall be governed by the laws of the state of New York, notwithstanding its conflict of laws rules.

44. **SUPPLIER SECURITY AND CRISIS MANAGEMENT POLICY/C-TPAT:** Seller shall have and comply with a company security and crisis management policy. Upon Purchaser's request, Seller shall provide Purchaser a copy thereof and certification (in a form acceptable to Purchaser) of Seller's compliance with this Article 44 and Article 34. Seller shall revise and maintain the policy proactively, and as may be requested by Purchaser, in anticipation of security and crisis risks relevant to the Seller's business. Seller's policy, at a minimum, shall identify, and require the taking, by Seller's management and employees, of the measures necessary to do the following:

- (a) provide for the physical security of the people working on Seller's premises and others working for or on behalf of Seller;
- (b) provide for the physical security of Seller's facilities and physical assets related to the performance of work, including, in particular, the protection of Seller's mission critical equipment and assets;
- (c) protect from the loss of, misappropriation of, corruption of, and/or other damage to software related to the performance of work;



- (d) protect from the loss of, misappropriation of, corruption of, and/or other damage to Purchaser's and Seller's drawings, technical data, and other proprietary information related to the performance of work;
- (e) provide for the prompt recovery -- including through preparation, adoption, and maintenance of a disaster recovery plan -- of facilities, physical assets, software, drawings, technical data, other intellectual property, and the Seller's business operations in the event of a security breach, incident, crisis or other disruption of Seller's ability to use the necessary facilities, physical assets, software, drawings, technical data, or other intellectual property or to continue operations;
- (f) for any deliveries of Goods originating outside of the United States for delivery to the United States, review by Seller of the requirements of the Customs-Trade Partnership Against Terrorism ("C-TPAT") for Air Carriers, Rail Carriers, Sea Carriers and Highway Carriers comply with the security procedures outlined by the United States Customs Service at [http://www.customs.gov/xp/cgov/import/commercial\\_enforcement/ctpat/](http://www.customs.gov/xp/cgov/import/commercial_enforcement/ctpat/) , as modified from time to time;
- (g) identify an individual contact (name, title, location and email/telephone/fax numbers) responsible for Seller's facility, personnel, and shipment security measures.

Purchaser reserves the right to inspect Seller's policy and to conduct on-site audits of Seller's facility and practices to determine whether Seller's policy and Seller's implementation of the policy are reasonably sufficient to protect Purchaser's interests. If Purchaser reasonably determines that Seller's policy and/or policy implementation is/are insufficient to protect Purchaser's property and interests, Purchaser may give Seller notice of such determination. Upon receiving such notice, Seller shall have forty-five (45) days thereafter to make the policy changes and take the implementation actions reasonably requested by Purchaser. Seller's failure to take such actions shall give Purchaser the right to terminate this purchase order immediately without further compensation to Seller.

Seller agrees that it will make reasonable efforts to become a member of C-TPAT in a timely manner, if it is eligible to do so. At Purchaser's request, Seller shall inform Purchaser of Seller's C-TPAT membership status and its anticipated schedule for participation in C-TPAT. Where Seller does not exercise control of manufacturing or transportation of Goods destined for delivery to Purchaser or its customers in the United States, Seller agrees to communicate C-TPAT security recommendations to its suppliers and transportation providers and to condition its relationship to those entities on their implementation of such recommendations, unless Seller is using such supplier and transportation provider at Purchaser's request.

45. **PERSONAL DATA PROTECTION:** (a) "PURCHASER Personal Data" includes any information relating to an identifiable natural person that is obtained by Seller from PURCHASER; "Processing" of Personal Data includes any operation performed upon Personal Data, such as collection, recording, organization, storage, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, blocking, erasure or destruction. (b) Seller, including its staff, shall view and Process PURCHASER Personal Data only on a need-to-know basis and only to the extent necessary to perform this Purchase Order. (c) Seller shall, to the extent allowable under its current technical and organizational measures, ensure the security and confidentiality of PURCHASER Personal Data in order to prevent, among other things, accidental, unauthorized or unlawful destruction, modification, disclosure, or loss. Seller shall immediately inform PURCHASER of any breach of this security and confidentiality undertaking. (d) Upon termination of this Purchase Order, for whatever reason, Seller shall take all reasonable efforts to stop the Processing of PURCHASER Personal Data. (e) These undertakings remain in force even after termination of this Purchase Order for whatever reason. (f) Seller understands and agrees that PURCHASER may use any "Contact Information" (such as name, address, telephone number, e-mail address) provided by Seller, or any of its representatives, for purposes reasonably related to the performance of this Purchase Order, including but not limited to supplier and payment administration, and that such information may be transferred to and stored in a PURCHASER global database. Seller agrees that it will comply with all legal requirements prior to the transfer of any of its customer, employee, or third-party Personal Data to PURCHASER. This Personal Data will not be shared beyond PURCHASER, its Affiliates and their contractors. PURCHASER will take appropriate measures to ensure that Contact Information is processed in conformity with applicable data protection laws.

APPENDIX I

When the part schedules report indicates that remark F12 is applicable to a line item or schedule, this appendix does not apply.

- 01. SUSPENSION/DEBARMENT: The Seller shall provide immediate notice to Purchaser in the event of being suspended, debarred or declared ineligible by any federal agency, or upon receipt of a notice of proposed debarment during the performance of this order.
- 02. DUTY FREE IMPORT: If a domestic Seller intends to procure any materials from offshore (non U.S.) concerns, and to obtain duty free import under Purchaser’s prime contract, Seller must obtain permission from Purchaser and advise Purchaser, in writing, of Seller’s offshore order number and value.
- 03. ANTI-KICKBACK: By acceptance of this purchase order, Seller certifies that it has not paid any kickbacks and is in compliance with the Anti-Kickback Act of 1986, 41 U.S.C. 51-58, and further, Seller agrees to indemnify Purchaser for any costs, liabilities or administrative offsets incurred by Purchaser as a result of violations or alleged violations of FAR 52.203-7, "Anti-Kickback Procedures", by Seller, its employees, its subcontractors or their employees.
- 04. PRICING: When costs are a factor in any determination of the price to be paid hereunder, including price adjustments pursuant to Article 9, Changes or any other provision of this purchase order, such cost shall be in accordance with part 31 of the FAR and the DFARS in effect under Purchaser's Prime Contract.
- 05. TECHNICAL DATA: Seller shall indemnify Purchaser for any withholdings, claims, damages and expenses resulting from any assertion by the Government of its rights under DFARS 252.227-7030, "Technical Data - Withholding of Payment" and DFARS 252.246-7001, "Warranty of Data", and arising in whole or in part out of any failure by Seller to deliver technical data or any deficiency in said technical data as delivered, including, but not limited to, the presence of restrictive markings thereon not specifically authorized by this purchase order.
- 06. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING: (applicable to this order or any modification thereof for which cost or pricing data has been required.) If any price, including profit or fee, negotiated in connection with this order or any modification thereof or any cost reimbursable under this order, including modifications thereof, was increased by any significant sums because:
  - (a) Seller furnished cost or pricing data, which was not accurate, complete and current as certified in Seller's certificate of current cost or pricing data;
  - (b) A subcontractor of Seller pursuant to the clauses of this purchase order entitled "Subcontractor Cost or Pricing Data-- Modifications", or any Subcontract clause therein required, furnished cost or pricing data, which was not accurate, complete and current as certified in Seller's Certificate of Current Cost or Pricing Data;
  - (c) A subcontractor or prospective subcontractor of Seller furnished cost or pricing data which was required to be accurate, complete and current and to be submitted to support a Subcontract cost estimate furnished by the subcontractor but which was not accurate, complete and current as of the date certified in the subcontractor's Certificate of Current Cost or Pricing Data; or
  - (d) If Seller or its subcontractor, or prospective Seller or its subcontractor furnished any data, not within (a), (b), or (c) above, which was not accurate, complete, and current as submitted, then the price or cost shall be reduced accordingly and the purchase order shall be modified in writing as may be necessary to reflect such reduction.

Seller agrees to indemnify Purchaser for any costs, liabilities, and expenses resulting from failure of Seller or any subcontractor or supplier of any tier hereunder, incurred by Purchaser as a result of Seller's or its subcontractor's defective cost or pricing data.

- 07. GOVERNMENT PROPERTY/MATERIAL: All special tooling and special test equipment, the full cost or a substantial portion of which is charged to Purchaser under this purchase order, or is furnished by Purchaser to Seller for performance under this purchase order, shall be controlled and accounted for in accordance with Purchaser's then current tooling supplement, remark E21 (formerly GT75T). Seller shall provide Purchaser with written notice, at least sixty (60) days in advance, of Seller's intention to acquire or fabricate special test equipment in support of the requirements under this purchase order.

If property/material is provided for use on this purchase order (or charged to a cost reimbursement or time and materials order), Seller shall maintain and administer, in accordance with FAR part 45.5, a program for the utilization, maintenance, protection, preservation and accountability of such property/material, and Seller shall comply with all applicable provisions of FAR part 45 regarding the use, control, and responsibility for such Government property.

08. GOVERNMENT FACILITIES: Unless this purchase order authorizes the use of Government-owned facilities, Seller must negotiate the use of Government owned facilities used in the manufacture of Goods purchased hereunder with the appropriate Government agency furnishing Government facilities to Seller. All charges to Purchaser for such use must be concurrently billed as a separate item aside from all other costs.

If this purchase order authorizes rent-free use of Government facilities, Seller agrees that it will not directly or indirectly, through overhead charges or otherwise, seek reimbursement under this purchase order for any rental charge paid by the Seller for the use on other contracts of the facilities referred to herein. Any Subcontract hereunder which authorizes the subcontractor to use Government facilities on a no-charge basis shall contain a provision to the same effect as stated herein.

09. DIRECT SHIPMENTS TO THE U.S. GOVERNMENT: If deliveries of Goods including data under this purchase order are to be made directly to the Government, Seller agrees to prepare and distribute the DOD form 250, "Material Inspection and Receiving Report", as set forth in part 53 of DFARS, and to enter thereon the price of all Government Furnished Material (GFM) included in items so delivered to the Government. The Government has agreed that the price of GFM will be made available to Seller by the Government. However, no delivery shall be delayed by reason of failure of the Government to furnish such prices to Seller. Seller shall include a similar provision in each Subcontract hereunder.
10. PROCUREMENT INTEGRITY: Seller agrees to comply with the requirements of section 27 of the "Office of Federal Procurement Policy Act" (41 U.S.C. 423), as amended by section 814 of Public Law 101-189, and with the implementing regulations contained in FAR 3.104, and agrees to indemnify Purchaser for any costs and liabilities incurred by Purchaser as a result of violations of the act or regulations by Seller, its employees, its agents, its consultants, or subcontractors, or their employees.
11. CONDITIONAL GOVERNMENT SOURCE INSPECTION: 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. Inspection and release of material covered by this order by a Government representative prior to shipment is not required unless Seller is otherwise notified.
12. COST ACCOUNTING STANDARDS ("CAS"): (Applicable when CAS is incorporated in this order.) Seller agrees to indemnify Purchaser for any costs, liabilities, and other expenses which result from Seller's failure to comply with an applicable cost accounting standard, or failure to comply with Public Laws 91-379 and 100-679.

#### FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

The following clauses and those in subsequent appendices in effect on date of the order are hereby incorporated by reference, to the extent they apply to Purchaser's contract with the Government. However, in the event of a conflict between the clauses listed below and the Purchaser's Prime Contract, the Purchaser's Prime Contract shall prevail. Where applicable, the terms "government", "Contracting Officer", and similar terms shall mean Purchaser, and the term "Contractor" and similar terms shall mean Seller. The full text of a clause may be accessed electronically at URL: <http://farsite.hill.af.mil/vffar1.htm>

#### FAR CLAUSES

- |           |  |
|-----------|--|
| 52.202-1  | DEFINITIONS  |
| 52.203-3  | GRATUITIES   |
| 52.203-5  | COVENANT AGAINST CONTINGENT FEES   |
| 52.203-6  | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT                            |
| 52.203-7  | ANTI-KICKBACK PROCEDURES   |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY                         |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS                 |
| 52.204-2  | SECURITY REQUIREMENTS  |
| 52.204-4  | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER                                 |
| 52.211-5  | MATERIAL REQUIREMENTS  |
| 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (IF DPAS RATING INDICATED ON ORDER) |

52.214-26 AUDIT AND RECORDS-SEALED BIDDING  
 52.214-28 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING  
 52.215-2 AUDIT AND RECORDS-NEGOTIATION  
 52.215-12 SUBCONTRACTOR COST OR PRICING DATA  
 52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS  
 52.215-14 INTEGRITY OF UNIT PRICES  
 52.215-15 TERMINATION OF DEFINED BENEFIT PENSION PLANS  
 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)  
 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES  
 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA.  
 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS  
 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS  
 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN  
 52.222-3 CONVICT LABOR  
 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION  
 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT  
 52.222-21 PROHIBITION OF SEGREGATED FACILITIES  
 52.222-26 EQUAL OPPORTUNITY  
 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS,VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS  
 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES  
 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS  
 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES  
 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA  
 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (EXCEPT PARAGRAPH E) (IF ORDER EXCEEDS \$100,000). (IF REQUIRED, THE SUPPLIER AGREES TO SUBMIT THE CERTIFICATION CONTAINED IN FAR 52.223-13.)  
 52.225-1 BUY AMERICAN ACT – SUPPLIES  
 52.225-2 BUY AMERICAN ACT–NORTH AMERICAN FREE TRADE AGREEMENT–ISRAELI TRADE ACT  
 52.225-5 TRADE AGREEMENTS  
 52.225-8 DUTY-FREE ENTRY  
 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  
 52.225-15 SANCTIONED EUROPEAN UNION COUNTRY END PRODUCTS  
 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES  
 52.227-1 AUTHORIZATION AND CONSENT AND ALTERNATE I.  
 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT  
 52.227-9 REFUND OF ROYALTIES  
 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)  
 52.228-4 WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS  
 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION  
 52.229-3 FEDERAL, STATE AND LOCAL TAXES  
 52.229-4 FEDERAL, STATE AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)  
 52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS  
 52.229-7 TAXES - FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS  
 52.232-16 PROGRESS PAYMENTS (APPLIES ONLY IF SPECIFIED IN ORDER)  
 52.232-32 PERFORMANCE-BASED PAYMENTS  
 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III  
 52.242-15 STOP-WORK ORDER  
 52.244-5 COMPETITION IN SUBCONTRACTING  
 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS  
 52.245-2 GOVERNMENT PROPERTY(FIXED-PRICE CONTRACTS)  
 52.245-17 SPECIAL TOOLING  
 52.245-18 SPECIAL TEST EQUIPMENT  
 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APPLIES ONLY WHERE DIRECT SHIPMENT TO THE GOVERNMENT IS SPECIFIED)  
 52.247-63 PREFERENCE FOR US-FLAG AIR CARRIERS

52.247-64 PREFERENCE FOR PRIVATELY OWNED US-FLAG COMMERCIAL VESSELS  
 52.248-1 VALUE ENGINEERING  
 52.249-14 EXCUSABLE DELAYS

DOD FAR SUPPLEMENT (DFARS) CLAUSES

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES  
 252.204-7000 DISCLOSURE OF INFORMATION  
 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE RANGE NUCLEAR FORCES (INF) TREATY  
 252.211-7000 ACQUISITION STREAMLINING 252.215-7000 PRICING ADJUSTMENTS  
 252.219-7003 SMALL, SMALL DISADVANTAGED, AND WOMAN OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)  
 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM  
 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS  
 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES  
 252.225-7004 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES  
 252.225-7013 DUTY FREE ENTRY  
 252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (WITH ALT I)  
 252.225-7015 PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS  
 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS  
 252.225-7019 RESTRICTION ON ACQUISITION OF ANCHOR AND MOORING CHAIN  
 252.225-7021 TRADE AGREEMENTS  
 252.225-7022 RESTRICTION ON ACQUISITION OF POLYACRYLONITRILE (PAN) BASED CARBON FIBER  
 252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS  
 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES  
 252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS  
 252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE  
 252.225-7032 WAIVER OF UNITED KINGDOM LEVIES (IF ORDER WITH A UNITED KINGDOM FIRM IS OVER \$1,000,000)  
 252.225-7036 BUY AMERICAN ACT-NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT-BALANCE OF PAYMENTS PROGRAM  
 252.225-7037 DUTY-FREE ENTRY - ELIGIBLE END PRODUCTS  
 252.225-7038 RESTRICTION ON ACQUISITION OF AIR CIRCUIT BREAKERS  
 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS  
 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, OR DISCLOSURE RESTRICTIONS  
 252.227-7018 RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE--SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM  
 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS-COMPUTER SOFTWARE  
 252.227-7020 RIGHTS IN SPECIAL WORKS  
 252.227-7021 RIGHTS IN DATA--EXISTING WORKS  
 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS  
 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (IF DELIVERY OF TECHNICAL DATA IS REQUIRED)  
 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (IF DELIVERY OF TECHNICAL DATA IS REQUIRED)  
 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT  
 252.227-7030 TECHNICAL DATA - WITHHOLDING OF PAYMENT  
 252.227-7032 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (FOREIGN)  
 252.227-7036 DECLARATION OF TECHNICAL DATA CONFORMITY  
 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA

252.231-7000 SUPPLEMENTAL COST PRINCIPLES  
252.232-7003 FLEXIBLE PROGRESS PAYMENTS (APPLIES ONLY IF SPECIFIED IN ORDER)  
252.232-7004 DOD PROGRESS PAYMENT RATES (APPLIES ONLY IF SPECIFIED IN ORDER)

252.235-7003 FREQUENCY AUTHORIZATION  
252.242-7000 EARNED VALUE MANAGEMENT SYSTEM 9(APPLIES ONLY IF SPECIFIED IN ORDER)  
252.242-7005 COST/SCHEDULE STATUS REPORT (APPLIES ONLY IF 252.234-7001 APPLIES)  
252.243-7001 PRICING OF CONTRACT MODIFICATIONS  
252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS(DOD CONTRACTS)  
252.246-7001 WARRANTY OF DATA (IF ORDER REQUIRES TECHNICAL DATA)  
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA  
252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA  
252.249-7002 NOTIFICATION OF PROPOSED PROGRAM TERMINATION OR REDUCTION

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IF AN ORDER IS PLACED UNDER A NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA) PRIME CONTRACT, THE FOLLOWING NASA FAR SUPPLEMENT CLAUSES APPLY:

18-52.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED AUTOMATED INFORMATION RESOURCES  
18-52.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING  
18-52.219-74 USE OF RURAL AREA SMALL BUSINESSES  
18-52.219-75 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING REPORTING  
18-52.219-76 NASA Small and Disadvantaged Business Goal  
18-52.223-70 SAFETY AND HEALTH (APPLIES TO ORDERS IN EXCESS OF \$1,000,000 OR THAT INVOLVE USE OF HAZARDOUS MATERIALS OR OPERATIONS)  
18-52.227-14 RIGHTS IN DATA - GENERAL  
18-52.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING  
18-52.244-70 GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM  
18-52.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS

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APPENDIX II

INTERNATIONAL ORDERS

IF SELLER IS LOCATED OUTSIDE OF THE UNITED STATES, THE PRECEDING TERMS AND CONDITIONS ARE MODIFIED AS FOLLOWS:

1. Article 3, "DISPUTE RESOLUTION" is deleted and replaced with the following:  
"DISPUTE RESOLUTION. This purchase order shall be interpreted in accordance with the laws of the state of New York, U.S.A. without regard to New York's choice of law provisions. Except as otherwise provided, the United Nations Convention on Contracts for the International Sale of Goods is not applicable to this purchase order. All disputes arising in connection with this purchase order shall be finally settled under the rules of conciliation and arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The arbitration shall be held in New York City, conducted in the English language, and any arbitrator's award shall not exceed actual compensatory damages."
2. Article 5, " TRANSPORTATION" is modified to replace the first two sentences of sub-paragraph (a) with the following language: " Goods covered by this purchase order shall be shipped in accordance with ICC Incoterms, 2000 Edition. Unless otherwise specified on the face of the order, the applicable shipping and delivery Incoterms will be FCA (named place)."
3. Article 7, "DELAY AND DEFAULT". The reference to the Uniform Commercial Code is changed to refer to "Article 45 of the United Nations Convention on Contracts for the International Sale of Goods."
4. Article 16, "STATE SALES TAX," is deleted.
5. Article 19, "NONDISCRIMINATION IN EMPLOYMENT," is deleted.
6. Article 39, "CITIZENSHIP STATUS," is deleted and replaced with the following: "For data export purposes, only citizens of the country in which the Seller is located shall be permitted to work on Purchaser purchase orders without prior written

approval from Purchaser. Seller shall preserve such records as required by local laws and regulations regarding the citizenship status of Seller's employees.”

7. Appendix I. The following clauses are not applicable to international suppliers when work is performed outside the United States and its possessions:

52.211-15	(applies to rated subcontracts placed with U.S. suppliers)	
52.219-9	52.222-26	52.229-3
52.222-3	52.222-35	52.229-4
52.222-4	52.222-36	52.229-5
52.222-20	52.222-37	252.219-7003

8. ANTI-DUMPING. Seller warrants that all sales made hereunder are or will be made at not less than fair value under the United States Anti-Dumping law (19 U.S.C. sec 1673 et. seq.), and Seller will indemnify, defend and hold Purchaser harmless from and against any costs or expenses (including but not limited to any anti-dumping duties which may be imposed) arising out of or in connection with any breach of this warranty.

9. IMPORTER OF RECORD.

- (a) If Seller is importer of record, Seller agrees that Purchaser will not be a party to the importation of the Goods; that the transaction(s) represented by this purchase order will be consummated subsequent to importation; that Seller will neither cause nor permit Purchaser's name to be shown as "importer of record" on any customs declaration; and that, if the Goods must be returned to Seller, Seller agrees to be U.S. exporter and to comply with all applicable export regulations.
- (b) If Purchaser is the importer of record, Seller shall ship the Goods to the port of entry as advised by Purchaser and show proper broker notification on all shipping waybills. Any additional transportation or clearance charges incurred by Purchaser due to non- adherence to this clause will be the responsibility of Seller.
- (c) Regardless of which party is the importer of record, Seller's shipping cartons and documentation must meet all U.S. customs country of origin marking and invoicing requirements. Seller will be responsible for any fines or liabilities resulting from insufficient, improper or negligent invoicing or marking of shipments.

10. U.S. EXPORTER. If Seller is the U.S. exporter for any U.S. origin bailed or purchased material required by Seller to complete this purchase order, Seller shall be responsible for obtaining any required export license, authorizing a U.S. freight forwarder, and complying with U.S. Export Administration Regulations/International Traffic-in-Arms Regulations. If the Seller requests the Purchaser to export the materials, the Purchaser shall be responsible for procuring the export license, utilizing its duly authorized freight forwarder, and complying with U.S. EXPORT ADMINISTRATION REGULATIONS and INTERNATIONAL TRAFFIC-IN-ARMS REGULATIONS.

11. DRAWBACK. If Seller is an importer of record, upon request and where applicable, Seller will provide Purchaser customs form 7543 entitled "Certificate of Delivery" properly executed.

12. RESERVED.

13. TSCA WARRANTY. Regardless of which party is the importer of record, Seller will be responsible for complying with the import restrictions contained in section 13 of the Toxic Substance Control Act (TSCA) 15 U.S.C. 2601 et seq., providing the appropriate TSCA Certification required under 19 CFR 12.121, and any fines or liabilities resulting from breaches of this section.

14. INTELLECTUAL PROPERTY AND EXPORT LICENSES: In connection with the performance of any work under this purchase order, Seller, at its own cost, shall be responsible for: (1) determining whether, and the extent to which, any foreign or U.S. Government-funded intellectual property that was not provided by Purchaser will be used; (2) if any such foreign or U.S. Government-funded intellectual property will be used, obtaining, on behalf of Purchaser, a license under which the foreign or U.S. Government shall grant to Purchaser the unlimited right to use such intellectual property; (3) determining whether, and the extent to which, export licenses are required for export of all deliverables, whether tangible or intangible, under this purchase order from Seller's country to Purchaser; (4) obtaining the required export license.

All of Purchaser's obligations under this purchase order are conditional upon the issuance of intellectual property and/or export licenses by the foreign or U.S. Government granting Purchaser the right to use such foreign or U.S. Government-

funded intellectual property and/or to export from Seller's country all deliverables, whether tangible or intangible under this purchase order.

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APPENDIX III

SUPPLEMENTARY TERMS AND CONDITIONS FOR COST REIMBURSEMENT ORDERS

When the part schedules report indicate that Remark F12 is applicable to a line item or schedule, FAR DFARS and NASA clauses do not apply.

1. INSPECTION AND NON-CONFORMANCE. Inspection shall be accomplished in accordance with FAR 52.246-8, Inspection of Research and Development--Cost Reimbursement.

2. TERMS OF SETTLEMENT. Clause 21, Terms of Settlement, is supplemented by the following: "If this is a cost type purchase order, the frequency of invoicing shall be as stated in the body of this purchase order, and unless otherwise stated, shall not be more frequent than once each thirty (30) calendar days. Invoices will be processed for payment in accordance with Purchaser's standard terms of settlement. Payment will require approval of the invoice by the buyer or a designated representative."

3. MODIFIED ARTICLES.

(a) Article 9, CHANGES, is deleted and replaced with FAR 52.243-2, alt v., Changes - cost reimbursement.

(b) In Article 25, TERMINATION FOR CONVENIENCE, is modified to add a reference to FAR 52.249-6, Termination (Cost Reimbursement) with the following changes: deletes paragraphs (e) and (j); in paragraph (d) change "120 days" to "60 days" and in paragraph (f) change "1 year" to "60 days."

4. THE FOLLOWING CLAUSES APPLY:

FAR

52.216-7 ALLOWABLE COST AND PAYMENT

52.216-8 FIXED FEE

52.216-10 INCENTIVE FEE

52.232-20 LIMITATION OF COST

52.242-1 NOTICE OF INTENT TO DISALLOW COSTS

52.242-15 STOP WORK ORDER (WITH ALT I)

52.249-14 EXCUSABLE DELAYS

52.228-7 INSURANCE-LIABILITY TO THIRD PERSONS

52.232-22 LIMITATION OF FUNDS

52.245-5 GOVERNMENT PROPERTY (COST REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR HOUR CONTRACTS): "Government Property" shall mean property of the Purchaser or Government under this clause. Paragraph (g) is rewritten in its entirety to read "Risk of Loss. While in subcontractor's custody or control, subcontractor assumes all risk for loss of or damage to property furnished by Purchaser or the Government and all property furnished by Purchaser or the Government and to property where the Purchaser or the Government acquired title by virtue of this purchase order."

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CHANGES:

Deleted from appendix I: 52.230-2, 52.230-3, 52.230-5, 52.230-6, 252.234-7001

Renamed in Appendix I: 252.235-7003

Added to Appendix I: 252.242.7000