Appendix 'A'

26TH SERIES STANDARD PURCHASE ORDER TERMS AND CONDITIONS

1. Definitions

As used herein "Buyer" means Lockheed Martin Corporation acting through its Aeronautics Material Management Center; "Seller" means the party identified on the face of this purchase order; Except in the term "commercial item" as defined at FAR 2.101 and its plural commercial items, "Items" or "items" means all required articles, materials, supplies and services (singular "Item," or "item," plural "Items," or "items"); "PO" means this purchase order; "Buyer's Authorized Representative" means the person or persons authorized by Buyer to alter, modify or change the provisions of this PO, "Government" means the "Government of the United States of America and those authorized or delegated responsibility to act on its behalf," except where specifically stated to be the government of another country; and "Prime Contract" means the Government contract under which this PO is issued. "Commercial Item," "commercial component" "component" and "nondevelopmental item" shall have the meaning as set forth at FAR 52.202-1.

2. Delivery

- (a) Delivery shall be made in strict accordance with the terms of this PO.
- (b) In the event of termination or change, no claim will be allowed for any manufacture or procurement by Seller in advance of reasonable flow time unless Buyer's prior written consent has been obtained by Seller for such advance manufacture or procurement. Buyer shall have the right to return or store at Seller's expense any Item delivered in advance of the scheduled delivery date specified for such Item unless Buyer has given such prior written consent for such advance delivery.
- (c) If, at any time, it appears to Seller that any delivery schedule cannot be met, Seller shall notify Buyer as soon as possible as to r delega8aat7ba8aa4sO,ol

3. Variation in Quantity

Items shall not be supplied in excess of quantities specified herein, except for allowed shipping tolerances, if any. Seller shall be liable for handling charges and return shipment costs for any excess quantities; and, unless Seller agrees to pay and does pay such charges and costs within a reasonable time, the over-shipped material will be retained by Buyer at no cost and shall become the property of Buyer.

4. Prices

Unless otherwise specified, prices are F.O.B. origin (Place of Shipment) and shall include all applicable federal, state and local taxes, duties, tariffs, and similar fees imposed by any government. The price includes all charges for boxing, packing, crating, drayage, storage, dunnage, and bundling. Seller warrants that prices charged for Items are not higher than those charged to any other customer, including the Government, for items of like grade and quality in similar or lesser quantities.

5. Invoices, Payments, and Discounts

Unless otherwise provided, terms of payment shall be Net 30 days from the latest of the following:

- (a) Buyer's receipt of Seller's correct invoice,
- (b) Scheduled delivery date, or scheduled completion of performance of the Items; or
- (c) Actual delivery, or completion of performance of the Items.

Buyer shall have a right of setoff against payments due under this PO for any amounts at issue under this PO and/or under other purchase orders between Buyer and Seller.

6. Warranty

(a) Seller warrants for a period of one year from the date of delivery under this PO that all Items shall be free from defects in material and workmanship and shall conform to applicable specifications, drawings and all other requirements of this PO. If Seller is responsible for the design of the Items, Seller warrants for such period that all Items delivered under this PO shall be free from defect in design, and if Seller is responsible for designing the Items to meet specified performance requirements of Buyer, Seller warrants for such period that all such Items shall be fit and sufficient for the purposes intended by Buyer.

Buyer's approval of designs furnished by Seller shall not relieve Seller of its obligations under this warranty. Seller's warranties, together with its service guarantees, if any, shall run to Buyer and its customers.

- (b) In the event of a breach of any warranty hereinabove set forth, Buyer may require Seller to repair or replace at Buyer's election defective or nonconforming Items. Seller shall be liable for the payment of all packing and transportation costs attributable to the repair or replacement of defective or nonconforming Items.
- (c) If the Items delivered under this PO are, or are to be, incorporated in an end item(s) to be delivered to Buyer's customer(s), Seller's obligation under this clause shall be extended to one year after delivery of such end item(s) to such customer(s).
- (d) Year 2000 compliant, as used in this clause, means that with respect to information technology, that the information technology accurately processes date/time data (including but not limited to, calculating, comparing, and sequencing) from, to, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.

Any and all products provided hereunder will be Year 2000 compliant at the time of delivery to Lockheed Martin Corporation (Lockheed Martin), including but not limited to accurately inputting, storing, manipulating, comparing, calculating, updating, displaying, outputting, and transferring such dates and data unless otherwise expressly provided herein by Lockheed Martin.

This provision takes precedence over all other provisions of this agreement with respect to Year 2000 compliance. In the event of a discovery of any non-compliance, either before, concurrent with, or subsequent to delivery of a good or service under this agreement, the discovering party shall notify the other party within five (5) business days of discovery. If the defective good or service is being presented for acceptance or has already been delivered, at Lockheed Martin's option, the defective good or service shall be repaired or replaced within ten (10) business days of such notice at no cost to Lockheed Martin.

Nothing in this provision shall be construed to limit any other rights or remedies under this contract, at law or in equity that Lockheed Martin may have with respect to Year 2000 compliance.

(e) The rights and remedies of Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided at law, in equity, or under this PO.

7. Compliance with Laws and Self Certification

- (a) Seller shall comply with the applicable provisions of all Federal, state, and local laws and ordinances and all lawful orders, rules and regulations promulgated thereunder including without limitation the Arms Export Control Act. Seller agrees to indemnify Buyer against any loss, cost, damage or liability by reason of Seller's violation of this clause.
- (b) Seller warrants that each chemical substance constituting or contained in Items sold or otherwise transferred to Buyer hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to The Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.
- (c) Seller shall provide to Buyer with each delivery any Material Safety Data Sheet applicable to the Items and containing such information as required by the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder.

(d) CERTIFICATIONS AND REPRESENTATIONS

This clause contains certifications and representations that are material representations of fact upon which LOCKHEED MARTIN will rely in making awards to CONTRACTOR. By submitting its written offer, or providing oral offers/quotations at the request of LOCKHEED MARTIN, or accepting any Contract, CONTRACTOR certifies to the representations and certifications as set forth below in this clause. These certifications shall apply whenever these terms and conditions are incorporated by reference in any Contract, agreement, other contractual document or any quotation, request for quotation (oral or written), request for proposal or solicitation (oral or written), issued by LOCKHEED MARTIN. CONTRACTOR shall immediately notify LOCKHEED MARTIN of any change of status with regard to these certifications and representations.

The following clauses of the Federal Acquisition Regulation (FAR) are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable to any order, agreement, or subcontract. In each clause incorporated below, substitute "Lockheed Martin" for "Government" and "Contracting Agency" and "Lockheed Martin Procurement Representative" for "Contracting Officer" throughout.

(1) FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable to solicitations and contracts exceeding \$100,000) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions are hereby incorporated by reference in paragraph (b) of this certification.

CONTRACTOR certifies that to the best of its knowledge and belief that on and after December 23, 1989--

- (a) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (b) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with a solicitation or order, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, in accordance with its instructions, and
- (c) CONTRACTOR will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (d) Submission of this certification and disclosure is a prerequisite for making or entering into a contract as imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
- (2) FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.
 - (a) CONTRACTOR certifies that, to the best of its knowledge and belief, that CONTRACTOR and/or any of its Principals, (as defined

in FAR 52.209-5,) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

(b) CONTRACTOR shall provide immediate written notice to LOCKHEED MARTIN if, any time prior to award of any contract, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) FAR 52.222-22 Previous Contracts and Compliance Reports.

CONTRACTOR represents that if CONTRACTOR has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26) (i) CONTRACTOR has filed all required compliance reports and (ii) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(4) FAR 52.222-25 Affirmative Action Compliance.

CONTRACTOR represents (1) that CONTRACTOR has developed and has on file at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) that in the event such a program does not presently exist, CONTRACTOR will develop and place in operation such a written Affirmative Action Compliance Program within 120 days from the award of this Contract.

- (5) FAR 52.223-1 Clean Air and Water Certification (Applicable to solicitations and Contracts exceeding \$100,000).
 - (a) CONTRACTOR certifies that any facility to be used in the performance of a contract is not listed on the Environmental Protection Agency List of Violating Facilities.
 - (b) CONTRACTOR shall immediately notify the LOCKHEED MARTIN Procurement Representative, before any contract award, or the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of any contract is under consideration to be listed on the EPA list of Violating Facilities.
 - (c) CONTRACTOR will include a certification substantially the same as this certification, including this paragraph (3), in every nonexempt subcontract.

- (6) FAR 52.223-13 Certification Of Toxic Chemical Release Reporting (Applicable to competitive solicitations/contracts which exceed \$100,000)
 - (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
 - (b) CONTRACTOR certifies that—

As the owner or operator of facilities that will be used in the performance of this Contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), CONTRACTOR will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

None of its owned or operated facilities to be used in the performance of this Contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

- (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);
- (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102 of the Federal Acquisition Regulation; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

- (1) Subject to subparagraphs (2) through (4), those FAR part 52.227 and DFARS part 252.227 clauses related to patents, rights in data, and computer software that are incorporated in the prime contract(s) under which this PO is issued, are incorporated herein by reference. Such clauses typically include (but are not limited to) DFARS 252.227-7013, -7014, 7015, -7017, -7025, -7026, -7027, -7030, and -7037; the precise clauses to be incorporated in this PO shall be determined based on the clauses incorporated in the prime contract(s) under which this PO is issued. In the event the prime contract(s) include DFARS 252.227-7013 and DFARS 252.227-7015, and the Government will pay any portion of development costs, then DFARS 252.227-7015 will not be incorporated into this PO. The date of each clause thus incorporated in this PO shall be the date of the clause in the prime contract as of the date of this PO. Seller acknowledges it is been provided the opportunity to examine the clauses thus incorporated in this PO, and is familiar with such incorporated clauses.
- (2) Seller agrees to comply with clauses thus incorporated in this PO as the "Contractor." Seller further agrees that, except to the extent Buyer's rights are limited by the terms of an incorporated clause, the rights of the Government in such clauses may also be exercised by or through Buyer, and "Government" in such clauses shall be so construed. In DFARS clause 252.227-7013, "Contract No." means the prime contract(s) under which this PO is issued and, in the Government Purpose Rights legend and Limited Rights legend, the entries for "Contractor" name and address shall be identified as "Prime Contractor" and shall mean "Buyer" name and address; Seller shall also include an entry for "Subcontractor" name and address, which shall mean "Seller." In DFARS clause 252.227-7014, "Contract No." means the prime contract(s) under which this PO is issued and, in the Government Purpose Rights legend and Restricted Rights legend, the entries for "Contractor" name and address shall be identified as "Prime Contractor" and shall mean "Buyer" name and address; Seller shall also include an entry for "Subcontractor" name and address, which shall mean "Seller."
- (3) If this PO is for other than experimental, developmental, or research work, the "Patent Rights-Retention by Contractor" clauses do not apply to Seller.
- (4) When, and to the extent, the clause at DFARS 252.227-7025 entitled, "Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends," is applicable to this PO, the term "Government" in paragraph (c)(1) of such clause means Government and Buyer.

(b) Minimum Rights in Data, Computer Software, and Computer Software Documentation.

Rights in technical data, computer software, and computer software documentation shall be as specified in the clauses incorporated by reference through subparagraph (a) or as specified elsewhere in this PO. If, however, neither the clauses incorporated by reference through subparagraph (a) nor other provisions of this PO address the rights to be provided by Seller as to particular technical data, computer software, or computer software documentation, then such technical data, computer software, and computer software documentation furnished by Seller under this PO shall be, at a minimum, provided with the following rights:

- (1) As to other than commercial items: technical data furnished by Seller under this PO shall be provided with "Unlimited Rights" as that term is defined in DFARS 252.227-7013 (June 1995), which is incorporated in this PO by reference for purposes of this subparagraph(b)(1).
- (2) As to other than commercial computer software, and other than commercial computer software documentation: computer software, and computer software documentation furnished by Seller under this PO shall be provided with "Unlimited Rights" as that term is defined in DFARS 252.227-7014 (June 1995), which is incorporated in this PO by reference for purposes of this subparagraph (b)(2).
- (3) As to commercial items: technical data furnished by Seller under this PO shall be provided with at least the rights set forth in subparagraph (b) of DFARS clause 252.227-7015 (Nov 1995), which is incorporated in this PO by reference for purposes of this subparagraph (b)(3).
- (4) As to commercial computer software, and commercial computer software documentation: commercial computer software and commercial computer software documentation furnished by Seller under this PO shall be, at a minimum, provided with the rights customarily provided to the

respective employees. Seller and its subcontractors shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering the legal liability of Seller and such subcontractors on account of accidents arising out of the operations of Seller or such subcontractors and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At Buyer's request, Seller shall furnish to Buyer certificates from Seller's and/or its subcontractors' insurers showing such coverage in effect and agreeing to give Buyer ten (10) days' prior written notice of cancellation of such coverage.

14. Amendments Required by the Prime Contract

Seller agrees that upon Buyer's request, it will from time to time enter into amendments of this PO to incorporate additional provisions herein or to change the provisions hereof, as Buyer may reasonably deem necessary in order to comply with the provisions of the prime contract(s) or with the provisions of amendments to the prime contract(s) under which this PO is issued. If any such amendment to this PO causes an increase or decrease in the cost of this PO, or the time required for performance of this PO, an equitable adjustment shall be made in the price or delivery schedule, or both, in accordance with the provisions of this PO's "Changes" clause.

15. Remedies/Waiver

- (a) The rights and remedies provided herein shall be cumulative and in addition to any other rights and remedies provided at law or in equity.
- (b) Failure by Buyer either to enforce at any time the provisions hereof or to protest at any time any breach or default hereof neither shall be construed as evidence to interpret the requirements of this PO, nor as a waiver of the requirements of such provisions, nor of the right of Buyer thereafter to enforce each and every such provision. Buyer's approval of documents shall not relieve Seller from compliance with specifications related to this PO.

16. Assignment

Seller shall not assign any of its rights under this PO without the prior written consent of Buyer, except that claims for monies due or to become due under this PO may be assigned to a bank, trust company or other financing institution, including any Federal lending agency, by Seller without such consent. Seller shall furnish Buyer with two signed copies of any such assignment. Payment to an assignee of any such claim shall be subject to set-off or recoupment for any present or future claim or claims which Buyer may have against Seller. Buyer may make direct settlements or adjustments in price, or both, with Seller under the terms of this PO notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to the assignee.

17. Ozone Depleting Substances ("ODS")

If Seller has not obtained specific authorization from Buyer or the Government to continue the use of Class I Ozone Depleting Substances ("ODS"), then Seller shall notify Buyer if any of such ODS are required in the performance of this PO or will be delivered as part of the Item(s) under this PO.

18. Rescission, Adjustment or Termination for Illegal or Improper Activity

- (a) In the event the Government takes action pursuant to FAR 52.203-8 entitled "Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity" to cancel the solicitation or rescind the prime contract to which this PO relates, and such action results from Seller's violation of subsection (a), (b), (c) or (d) of the Office of Federal Procurement Policy Act (41. U.S.C. 423) ("the Act") as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), Buyer may (1) rescind this PO; (2) recover from Seller all amounts paid by Buyer to Seller in connection with this PO; (3) recover from Seller any amounts, including any penalty prescribed by law, which Buyer is required to pay to the Government; and (4) recover from Seller any other costs, expenses, liabilities, incurred by Buyer in connection with Seller's violation of the Act.
- (b) Seller agrees to pay Buyer the amount Buyer's price or fee is reduced by the Government pursuant to FAR clause 52.203-10, entitled "Price or Fee Adjustment for Illegal or Improper Activity," to the extent such reduction results from Seller's violation of the Act, as amended (41 U.S.C. 423), and as implemented in the FAR. In the event the Government terminates for default any of Buyer's prime contracts under which this PO is issued, as a result of Seller violation of the Act, Buyer shall have the right to terminate this PO for default in whole or in part.
- (c) Buyer's rights and remedies under this clause shall be in addition to any other rights and remedies provided by law, regulation, or under this PO.

19. Consideration

Seller shall, for the consideration hereinafter mentioned and within the time specified, accomplish all required services, testing, manufacturing and other work; deliver to Buyer the Items provided for in this PO; and grant to Buyer the right to exercise the options, if any, provided for in this PO.

20. Technical Surveillance

Buyer and authorized representatives of Buyer's customers shall have direct access

progress and witness testing of such Items. Seller shall include this clause in all of Seller's subcontracts under this PO.

21. Governing Law

This PO shall be construed, interpreted and applied in accordance with the Federal law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals. To the extent that the Federal law of Government contracts is not dispositive, if this PO specifies that the Items furnished hereunder are to be delivered directly to or performed at or on behalf of a specified Buyer facility, the laws, excluding choice of state law rules, of the state where such Buyer's facility is located shall apply. For Items neither delivered directly to nor performed at or on behalf of a specified Buyer facility, the laws of the state of Texas, excluding choice of state law rules, shall apply.

22. Acceptance of Order

This PO is the entire agreement between the Buyer and Seller in respect of the subject matter of this PO and is subject to the terms and conditions herein. This PO supersedes all communications, representations and agreements, oral, and written, between Buyer and Seller in respect of the subject matter of this PO. Either: (a) acknowledgment of this PO, (b) furnishing of Items under this PO, (c) acceptance of payment under this PO, or (d) commencement of performance of this PO, shall constitute Seller's unqualified acceptance of this PO. Additional or differing terms or conditions proposed by Seller or included in Seller's acknowledgment hereof shall be void and have no effect unless accepted in writing by Buyer.

23. Packing, Shipment and Shipping Instructions

- (a) Unless otherwise specified by Buyer, Seller shall assure that all packing and packaging shall comply with good commercial practice and applicable carrier's tariffs. The use of commercial practices shall not relieve Seller of responsibility for packaging in a manner that will insure receipt of Items in an acceptable condition at the destination specified in this PO.
- (b) Seller shall ensure the packaging, labeling and shipping of all HAZARDOUS SUBSTANCES including DANGEROUS MATERIALS, conforms with all applicable international, federal, state and local laws and regulations.
- (c) Seller shall mark on the outside of each exterior container: (i) the PO number(s) or numbers of the Items packed in that container; (ii) the sequence and quantity of each exterior container in each shipment (such as "1 of 3"); (iii) the bill of lading/express receipt number. If shipments against more than one purchase order are packed in one exterior container, mark each intermediate container with its applicable purchase order number.

- (d) Seller shall properly describe Seller's Less than Truckload shipments in accordance with the National Motor Freight Classification to insure the correct classification rate. Include this PO number on all carrier bills of lading and shipping labels. Combine on the same bill of lading, all shipments consigned to the same Buyer address and ship on the same day. No C.O.D. (Collect on Delivery) shipments will be received by Buyer. There shall be no deviation from these routing instructions unless such deviation is approved prior to shipping by Buyer's Authorized Procurement Representative or Buyer's Traffic Department.
- (e) No material or supplies purchased, manufactured or otherwise acquired for use in the performance of or to be delivered under this PO shall be transported on vessels, aircraft or other carriers leased to or from, owned, operated, or controlled by any prohibited country identified in the International Traffic in Arms Regulations ("ITAR"), 22 CFR 126.

No vessels, aircraft, or other carrier, while carrying any such material or supplies, shall make an enroute stop in any prohibited country identified in the ITAR, 22 CFR 126. Seller shall insert the provisions of this paragraph (e) in all subcontracts hereunder.

24. Public Release of Information

No public release (including, without limitation, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, photographs, films, announcements, discussions, denials or confirmations of same) regarding any part of the subject matter of this PO or any phase of any program hereunder shall be made without the prior written approval of Buyer. Seller agrees that for every instance, if any, where Buyer provides such prior written approval, Seller, in any resulting release, shall include information, if any, provided by Buyer stating which Government agency sponsors or sponsored the related project or effort.

25. Disputes

Except as otherwise provided in this PO, Buyer and Seller shall have the right to redress any dispute arising under or related to this PO, which is not disposed of by agreement, by pursuing any right or remedy which Buyer or Seller, as the case maybe, may have at law, or in equity, or under this PO in any United States court of competent jurisdiction. Pending resolution of any dispute, Seller shall proceed diligently with the performance of work, including the delivery of Items in accordance with Buyer's direction. Upon resolution of any such dispute, this PO shall be equitably adjusted, if necessary, to reflect such resolution.

26. Severability of Provisions

Any provision of this PO that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, and shall be unenforceable in that jurisdiction without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

27. Contractual Commitments

The parties agree that there shall be no adjustment in the price, time for performance or any other provision of this PO unless Buyer's authorized representative shall have issued a written order directing a change hereto.

28. Notification of Changes

- (a) Only Buyer's Authorized Representative may direct or redirect Seller's effort hereunder. In the event, however, Seller considers any conduct including any action, inaction, written or oral communication by Buyer or Buyer's customer to constitute a change to this PO, other than a written change order issued by Buyer's Authorized Representative, Seller shall notify Buyer as soon as possible but in no event later than fifteen (15) days from the date Seller identifies the conduct considered to constitute a change to this PO. On the basis of the most accurate information available to Seller, the notice shall state: (1) the date, nature and circumstances of the conduct regarded as a change; (2) the name, function, and activity of each Buyer employee, customer employee and Seller employee involved in or knowledgeable about such conduct; (3) the identification of any documents and the substance of any oral communication involved in such conduct; (4) the particular elements of contract performance which Seller considers to be affected by the conduct, including an estimate of any cost or schedule impact; (5) Seller's estimate of the time by which Buyer must respond to Seller's notice to minimize cost, delay or disruption of performance.
- (b) Seller shall take no action in reliance on the conduct considered to constitute a change unless and until Buyer's Authorized Representative issues a written change order covering the conduct in question.

29. Change and Follow-On Proposals

Circumstances may arise during the course of performance under this PO where Buyer may request Seller to submit to Buyer technical and cost proposals relating to (1) anticipated changes or modifications to this PO prior to the implementation of a change or modification under the Changes clause of this PO, or (2) potential follow-on POs for the Items furnished hereunder. In such cases, Seller agrees to furnish to Buyer a technical and/or cost proposal as requested within thirty (30) days of the request. Seller agrees to furnish current information to Buyer in sufficient detail for Buyer to determine price reasonableness and cost realism. Information furnished by

Seller shall be submitted in the manner and in the detail specified in the pricing instructions included in Buyer's request for proposal.

30. Offset/Countertrade Cooperation

Buyer is currently involved in a number of foreign offset/countertrade arrangements in various foreign countries in connection with the sale of Buyer's products to foreign countries. All offset or countertrade credit value resulting from this PO shall accrue solely to the benefit of Buyer for its use on the offset/countertrade program of Buyer's choice. Seller agrees to cooperate with Buyer in the fulfillment of such foreign offset/countertrade obligations which Buyer may have undertaken or may undertake in the future. In the event Seller solicits bids, procures or offers to procure any goods or services relating to the work to be performed under this PO, Buyer shall be entitled, to the exclusion of all others, to all offset credits or other similar benefits which may result from such activity. In addition, Seller agrees to provide to Buyer, at no additional cost, a report every six months during the performance of this PO summarizing by country Seller's lower tier proposal and procurement activity related to this PO.

31. Notification of Debarment/Suspension Status

Seller shall provide immediate notice to Buyer in the event of being suspended, debarred, proposed for debarment or declared ineligible for the award of contracts, by any Federal Agency, during the performance of this PO.

32. Incorporation of Certifications and Representations

All certifications and representations provided by Seller to Buyer in connection with this PO and the solicitation to which this PO relates are incorporated herein by this reference. Seller acknowledges that Buyer has relied on such certifications and representations in making the award of this PO.

33. Lower-Tier Subcontracts

- (a) Notwithstanding any other provision of this PO, Seller shall not procure any of the completed or substantially completed Items described herein from any other party, by subcontract or otherwise, without the prior written consent of Buyer.
- (b) To the maximum practical extent, Seller shall select subcontractors on a competitive basis for work subcontracted in connection with this PO.
- (c) In the event Seller contemplates making an award to a lower-tier subcontractor which is a foreign concern, or a domestic concern where any defense articles or technical data may be disclosed to foreign nationals, Seller shall ensure that all necessary US export licenses are obtained prior to the transfer of any defense

articles or technical data or other information to the prospective lower tier subcontractor.

34. Indemnity/Commercial Items

This clause applies only to the portion, if any, of this PO as is for the purchase of a commercial item(s) as such term - "Commercial item" - is defined at FAR 2.101. In the event Buyer is subject to any liability, damage, or expense, including without limitation Government withholding of payments, due to a finding or determination by the Contracting Officer that an item designated herein as a commercial item is not a commercial item, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any such liability, damage, or expense resulting in whole or in part from such finding or determination.

Additionally, in the event of such finding or determination, the clauses of FAR II Part A, DFARS II Part A, and the applicable CAS Appendix (Appendices J, K or L), if any, as is determined to be applicable pursuant to appropriate regulations, shall be applicable as of the effective date of this PO.

35. English Language Requirement

All deliverable documents will be in the English language. An English language audi0.1and other similar activities to facilitate communications1and ensure mutual understanding.

36. Compliance with Regulations

The following Federal Acquisition Regulation ("FAR") and DoD FAR Supplement ("DFARS") clauses are incorporated herein by reference, subject to the modifications/applications indicated and the following definitions: "Contract" means this PO; "Contractor" means Seller; and "Subcontractor(s)" means Seller's subcontractor(s). Except as may be otherwise specifically set forth herein; (A) the FAR clauses applicable to this PO are those set forth in the (i) FAR I listing for the portion, if any, of this PO, as is issued under a prime contract having an effective date before October 1,1995; and, (ii) FAR II listing for the portion, if any, of this PO, as is issued under a prime contract (a) having an effective date on or after October 1, 1995, or (b) listed under the heading "Prime Contracts FASA ADDED" at the end of this Clause 36; and, (B) the DFARS clauses applicable to this PO are those set forth in the (i) DFARS I listing for the portion, if any, of this PO, as is issued under a prime contract having an effective date before October 1, 1995; and (ii) DFARS II listing for the portion, if any, of this PO, as is issued under a prime contract (a) having an effective date on or after October 1, 1995, or (b) listed under the heading "Prime Contracts - FASA ADDED" at the end of this Clause 36. For the FAR II and DFARS II listing0.1except where a date isprovided, the FAR and DFARS clauses are

those in effect as of the date of this PO, or, if no such clause is in effect as of the date of this PO, then such clause as was most recently in effect.

The prime contracts listed under the heading "Prime Contracts FASA ADDED" are dated prior to October 1, 1995, but, due to prime contractual modifications, have been changed to include certain FAR and DFARS clauses having an effectivity of October 1995 or later.

Buyer and Seller agree that they

52.212-13 **Stop Work Order (AUG 1989)** - "Contracting Officer" and "Government" mean Buyer.

	any preaward or postaward cost determinations will be subject to FAR 31.2. "Government" means Government and Buyer.
52.215-39	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (FEB 1995) - If this PO requires certified cost or pricing data or if any preaward or postaward cost determinations will be subject to FAR subpart 31.2.
52.215-40	Notification of Ownership Changes (FEB 1995) - If this PO meets the applicability requirements of FAR 15.804-8(g).
52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990) - If this PO offers further subcontracting opportunities, or exceeds \$500,000.
52.219-9	Small Business and Small Disadvantaged Business Subcontracting Plan (FEB 1995) - If this PO contains the clause at FAR 52.219-8. "Contracting Officer" means Buyer in the first sentence of paragraph (c).
52.219-13	Utilization of Women-Owned Small Businesses (AUG 1986) - If this PO exceeds \$2,500, except subcontracts to be performed entirely outside the U.S. and its territories and possessions, and subcontracts for personal services.
52.220-3	Utilization of Labor Surplus Area Concerns (APR 1984) - If this PO exceeds \$2,500, except subcontracts with foreign contractors that are to be performed entirely outside the U.S. and its territories and possessions, subcontracts for personal services, and subcontracts with the petroleum and petroleum products industry.
52.220-4	Labor Surplus Area Subcontracting Program (APR 1984) - If this PO exceeds \$500,000. "Contracting Officer" means Buyer.
52.222-1	Notice to the Government of Labor Disputes (APR 1984) - "Contracting Officer" means Buyer.
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 1995) - Add the following: "(f) Buyer shall have the right at its election either to withhold or to recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause."
52.222-20	

52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984) - If this PO exceeds \$10,000.
52.222-36	Affirmative Action for Handicapped Workers (APR 1984) - If this PO exceeds \$2,500.
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988) - If this PO is for \$10,000 or more.
52.223-2	Clean Air and Water (APR 1984).
52.223-3	Hazardous Material Identification and Material Safety
	Data (NOV 1991) - "Government" means Buyer or the Government.
52.223-7	Notice of Radioactive Materials (NOV 1991) -
	"Government" means Buyer or the Government. In
	paragraph (a), "Contracting Officer" means Buyer.
52.223-11	Ozone - Depleting Substances (JUN 1996).
52.223-14	Toxic Chemical Release Reporting - If this PO was
	awarded on the basis of competition and exceeds \$100,000,
	including the value of all options. Delete paragraph (e).
52.225-10	Duty-Free Entry (APR 1984) - Except where noted herein,
	"Contracting Officer" and "contract administration office"
	mean Buyer, and "foreign" means non-U.S. In Paragraph
	(b)(1), change "20 days" to "30 days," and "contract" means
	the prime contract(s). In Paragraph (b)(2), delete the fifth word "determines" and substitute the words "has been
	notified" in lieu thereof. In Paragraph (d), "Contracting
	Officer" means Contracting Officer, and "this contract"
	means the prime contract(s). In Paragraph (e), "this
	contract" means the prime contract(s), and "Contracting
	Officer" means Contracting Officer. In Paragraph (h),
	"contract administration office" means contract
	administration office, and "Contracting Officer" means
	Contracting Officer.
52.225-11	Restrictions on Certain Foreign Purchases (MAY 1992).
52.228-3	Workers' Compensation Insurance (Defense Base Act) -
E0 000 E	If the Defense Base Act applies to this PO.
52.228-5	Insurance - Work on a Government Installation (SEP 1989) - If work is to be performed on a Government
	installation.
52.229-3	Federal, State and Local Taxes (JAN 1991) -
02.220 0	"Government" and "Contracting Officer" mean Buyer.
52.229-6	Taxes - Foreign Fixed-Price Contracts (JAN 1991) - The
	FAR takes cognizance of the fact that Tax Agreements have
	been entered into between the United States Government
	and the Consortium Countries (Belgium, Denmark, the
	Netherlands and Norway) under which United States

expenditures for the common defense are exempt taxes and duties of the Consortium Countries in which such expenditures are made. In accordance with and subject to the above clause, Seller has not included any allowance for such aforementioned taxes and duties in the PO price. In addition, the PO prices herein contain no allowance for any other taxes or duties applicable to this PO which may be levied or assessed by any governmental agency or taxing authority outside the United States. In the event that Seller or any subcontractor hereunder is required to pay or bear the burden of any other such taxes or duties, the PO price herein shall be correspondingly increased.

52.233-3

52.246-2	Inspection of Supplies - Fixed-Price (JUL 1985) -
	"Contracting Officer" means Buyer. "Government" means
	Buyer except that the first time it appears in the first
	sentence of Paragraph (b) and in the fourth sentence of
	Paragraph (b), and throughout (c) and (d), it means Buyer
	and the Government (provided, however, than an inspection
	system accepted by the Government will be deemed
	acceptable to the Buyer), and the first time it appears in
	Paragraph (k), it means Government or Buyer. The
	provisions in the clause for access, rights to inspect, safety
	protection, and relief from liability apply equally to Buyer and
	the Government.
52.246-23	Limitation of Liability (APR 1984).
52.246-25	Limitation of Liability - Services (APR 1984) - If this PO is
	over \$25,000.
52.247-63	Preference for U.SFlag Air Carriers (APR 1984) - If this
	PO involves international air transportation.
52.247-64	Preference for Privately-Owned U.S Flag Commercial
	Vessels (JUL 1995) - If this PO exceeds \$25,000.
52.248-1	Value Engineering (MAR 1989) - "Contracting Officer"

52.203-6	Restrictions on Subcontractor Sales to the Government -
	If this PO exceeds \$100,000.
52.203-12	Limitation on Payments to Influence Certain Federal
	Transactions - If this PO exceeds \$100,000. Change the

52.215-23	Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1995) (or, if included in Buyer's prime contract, 52.215-11, Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997)).
52.215-24	Subcontractor Cost or Pricing Data (OCT 1995) (or, if included in Buyer's prime contract, 52.215-12, Subcontractor Cost or Pricing Data (OCT 1997)).
52.215-25	Subcontractor Cost or Pricing Data - Modifications (OCT 1995) (or, if included in Buyer's prime contract, 52.215-13, Subcontractor Cost or Pricing Data - Modifications (OCT 1997)).
52.215-26	Integrity of Unit Prices (OCT 1995), with its Alternate I (APR 1991) (or, if included in Buyer's prime contract 52.215-14, Integrity of Unit Prices (OCT 1997) with its Alternate 1 (OCT 1997)).
52.215-27	Termination of Defined Benefit Pension or, if included in Buyer's prime contract 52.215-15, Termination of Defined Benefit Pension (OCT 1997), or, if included in Buyer's prime contract, 52.215-15, Pension Adjustments and Asset Reversions. (DEC 1998) - If this PO requires certified cost or pricing data and any preaward or postaward cost determinations will be subject to FAR part 31. "Government" means Government and Buyer.
52.215-39	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (or, if included in Buyer's prime contract 52.215-18, Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (OCT 1997)) - If this PO requires certified cost or pricing data or if any preaward or postaward cost determinations will be subject to FAR part 31.
52.215-40	Notification of Ownership Changes (or, if included in Buyer's prime contract 52.215-19, Notification of Ownership Changes (OCT 1997)) - If this PO requires cost or pricing data, or if any preaward or postaward cost determination will be subject to FAR subpart 31.2.
52.222-1	Notice to the Government of Labor Disputes - "Contracting Officer" means Buyer.
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation - If this PO exceeds \$100,000. Add the following: "(f) Buyer shall have the right at its election either to withhold or to recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause."
52.222-20	Walsh Healy Public Contracts Act - If this PO exceeds \$10,000.

52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era - If this PO is for \$10,000 or more.
52.223-2	Clean Air and Water - Not applicable to the extent this PO is issued under a Buyer's prime contract dated after 2/25/2000.
52.223-14	Toxic Chemical Release Reporting – If this PO was awarded on the basis of competition and exceeds \$100,000 including the value of all options. Delete paragraph (e).
52.228-5	Insurance - Work on a Government Installation - If work is to be performed on a Government installation.
52.234-1	Industrial Resources Developed Under Defense Production Act Title III - "Contracting Officer" means Buyer.
52.237-8	Restriction on Severance Payments to Foreign Nationals.
52.244-5	Competition in Subcontracting.
52.246-23	Limitation of Liability (APR 1984) - Not applicable to the extent this PO is issued under a prime contract dated after January 1997.
52.246-25	Limitation of Liability - Services (APR 1984) - If this PO is over \$25,000; but, not applicable to the extent this PO is issued under a prime contract dated after January 1997.
52.247-63	Preference for U.S Flag Air Carriers - If this PO involves international air transportation.
52.247-64	Preference for Privately Owned U.S Flag Commercial Vessels (JUN 1997) - If this PO exceeds \$50,000 unless specified as \$100,000 elsewhere herein, or, if included in Buyer's prime contract, 52.247-64, Preference for Privately Owned U.S Flag Commercial Vessels (JUN 2000). Applicable to this PO regardless of PO dollar amount.
52.248-1	Value Engineering - "Contracting Officer" means Buyer, except in Paragraph (j), sentence 3, where it means Contracting Officer. "Government" means Buyer in Paragraphs (e)(1), (e)(2), (g)(4), and (l)(4), and means Government and Buyer in the first sentence of Paragraph (m), and in sentence 2 of the legend. Replace the share percentage figures in Paragraphs (f) and (j) with those the parties agree to, or, if included in Buyer's prime contract,

FAR II TITLE

	Small Business Concerns . Applicable if this O offers further subcontracting opportunities or exceeds \$100,000.
52.219-9	Small, Small Disadvantaged and Women-Owned Small
	Business Subcontracting Plan - If this PO contains the
	clause at FAR 52.219-8. "Contracting Officer" means Buyer in
	the first sentence of paragraph (c), or, if included in Buyer's
	prime contract, 52.219-9, Small Business Subcontracting
	Plan. If this PO contains the clause at 52.219-8 and exceeds
	\$500,000. "Contracting Officer" means Buyer.
52.222-21	Prohibition of Segregated Facilities.
52.222-26	Equal Opportunity (APR 1984), or, if included in Buyer's
	prime contract, 52.222-26, Equal Opportunity (FEB 1999).
	Delete paragraph (c).
52.222-35	Affirmative Action for Special Disabled and Vietnam Era
	Veterans, or, if included in Buyer's prime contract, 52.222-
	35, Affirmative Action for Disabled Veterans and
	Veterans of the Vietnam Era. (APR 1998) - If this PO
	exceeds \$10,000.
52.222-36	Affirmative Action for Handicapped Workers - If this PO - li6sst sentTJ/TT6 1 (s1 Tf InP.

and subparagraph (j)(1), "Government" means Government or Buyer. The fourth sentence of paragraph (h) is changed to read: "Neither the Government nor the Buyer shall be liable..."

52.245-17

Special Tooling (DEC 1989) - Applicable to the extent special tooling, as defined in this clause, is acquired or fabricated by Seller for the Government or furnished by the Government (directly or through Buyer) for use in connection with and under

Seller for the Government or furnished by the Government (directly or through Buyer) for use in connection with and under the terms of this PO. "Contracting Officer" means the cognizant U.S. Government Contracting Officer, but Seller acknowledges actions of the Contracting Officer may be performed through Buyer as directed by the Contracting Officer.

Special Test Equipment (FEB 1993) - "Contracting Officer" means the cognizant U.S. Government Contracting Officer, but Seller acknowledges actions of the Contracting Officer may be performed through Buyer as directed by the Contracting Officer.

Inspection of Supplies - Fixed-Price - "Contracting Officer" means Buyer. "Government" means Buyer except that the first time it appears in the first sentence of Paragraph (b) and in the fourth sentence of Paragraph (b), and throughout paragraphs (c) and (d), it means Buyer and the Government (provided,

31 of 39

52.245-18

52.246-2

<u>DFARS I</u>	TITLE
252.203-7001	Special Prohibition on Employment (APR 1993) - If this PO exceeds \$25,000. "Contracting Officer" means Buyer.
252.204-7000	Disclosure of Information (DEC 1991) - In paragraph (b) "45 days" is changed to "60 days," and "Contracting Officer" means Buyer.
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (DEC 1991) - If this PO exceeds \$25,000, except if for commercial or commercial-type products.
252.210-7003	Acquisition Streamlining (DEC 1991) - If this PO exceeds \$1,000,000.
252.211-7011	Audit of Contract Modifications - Commercial Items - (MAY 1991) If this PO exceeds \$500,000.
252.215-7000	Pricing Adjustments (DEC 1991)
252.215-7003	Industrial Modernization Incentive Program (DEC 1991) - If Seller is participating in a Government-approved IMIP business agreement.
252.219-7003	Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (MAY 1994) - If this PO contains the clause at FAR 52.219-8.
252.223-7001	Hazard Warning Labels (DEC 1991).
252.223-7002	Safety Precautions for Ammunition and Explosives (MAY 1994) - If this PO involves ammunition or explosives.
252.223-7003	Change in Place of Performance - Ammunition and Explosives (MAY 1991) - "Contracting Officer" means Buyer.
252.223-7005	Hazardous Waste Liability (OCT 1992) - "Contracting Officer" means Buyer. "Government" means Government and Buyer.
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993), with its Alternate I (NOV 1995) - If this PO requires, may require, or permits a subcontractor to treat or dispose of Non-DOD-owned toxic or hazardous materials as defined in the clause. "Government" means Government and Buyer.
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (FEB 1996) - If this PO is for the development, production, manufacture, or purchase of arms, ammunition, and explosives ("AA&E") or when AA&E will be provided to the subcontractor as Government-furnished property. In paragraph (e) add the words "and Buyer" after the word "office."

252.225-7001	Buy American Act and Balance of Payments Program (JAN 1984).
252.225-7002	Qualifying Country Sources as Subcontractors (DEC 1991)
252.225-7007	Trade Agreements Act (JAN 1994).
252.225-7008	Supplies to be Accorded Duty-Free Entry (DEC 1991) - If
	this PO is for supplies.
252.225-7009	Duty-Free Entry - Qualifying Country End Products and Supplies (DEC 1991) - If this PO is for supplies.
252.225-7010	Duty-Free Entry - Additional Provisions (DEC 1991) - If this PO is for supplies.
252.225-7012	Preference for Certain Domestic Commodities (MAY 1994).
252.225-7014	Preference for Domestic Specialty Metals (DEC 1991),
2021220 7 0 7 7	with Alternate I (DEC 1991).
252.225-7015	Preference for Domestic Hand or Measuring Tools (DEC
	1991).
252.225-7016	Restriction on Acquisition of Anti-friction Bearings (APR 1993).
252.225-7017	Preference for United States and Canadian Valves and
	Machine Tools (APR 1995).
252.225-7023	Restriction on Acquisition of Carbonyl Iron Powders (APR 1992).
252.225-7024	Restriction on Acquisition of Night Vision Image Intensifier Tubes and Devices (DEC 1991) - If this PO is for second or third generation night vision intensifier tubes and device. The term" this contract" means this PO.
252.225-7025	Foreign Source Restrictions (APR 1993) - If this PO is for any of this clause's restricted items.
252.225-7026	Reporting of Contract Performance Outside the United States (APR 1993) - If this PO is for over \$100,000, except a PO for commercial items (as defined in DFARS 211.7001), construction, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.
252.225-7027	Limitation on Sales Commissions and Fees (DEC 1991) - Countries listed in the prime contract(s) are incorporated herein by reference.
252.225-7028	Exclusionary Policies and Practices of Foreign Governments (DEC 1991).
252.225-7030	Restriction On Acquisition of Carbon, Alloy, and Armor
252.225-7038	Steel Plate (OCT 1992). Restriction on Acquisition of Aircraft Fuel Cells (FEB
	1994) - The term "this contract" means this PO.
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (DEC 1991).
252.231-7000	Supplemental Cost Principles (DEC 1991).

252.232-7006	Reduction or Suspension of Contract Payments Upon Finding of Fraud (AUG 1992) - To the extent that payments to Buyer are suspended or reduced under this clause due to Seller fraud, Buyer shall suspend or reduce further payments to Seller.
252.235-7003	Frequency Authorization (DEC 1991) - If this PO requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.
252.235-7010	Acknowledgment of Support and Disclaimer (MAY 1995).
252.239-7000	Protection Against Compromising Emanations (DEC 1991) - Government" means Government and Buyer.
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services (DEC 1991) - If this PO requires securing telecommunications.
252.243-7001	Pricing of Contract Modifications (DEC 1991).
252.246-7001	Warranty of Data, with Alternate II (DEC 1991) - "Contracting Officer" and "Government" mean Buyer.
252.247-7023	Transportation of Supplies by Sea (DEC 1991) - If this PO exceeds \$25,000. "Contracting Officer" means Buyer. In paragraph (d), delete the phrase, "within 30 days. Washington, D.C. 20590," and replace with the phrase "furnish with each invoice submitted for payment."
252.247-7024	Notification of Transportation of Supplies by Sea (DEC 1991).
252.249-7001	Notification of Substantial Impact on Employment (DEC 1991) - If this PO is for \$500,000 or more. "Contracting Officer" means Buyer.
252.249-7002	Notification of Proposed Program Termination or Reduction (MAY 1995) PrefBT

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Buyer's prime contract, **252.203-7001, Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies.** Applies if this contract exceeds \$100,000. The terms "contract" "contractor" and "subcontract" are not modified in paragraphs (a) through (d). Paragraph (g) is deleted.

252.209-7000

Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty - If this PO exceeds \$50,000 unless specified as \$100,000 elsewhere herein, except if for commercial or commercial-type products.

252.225-7012

Preference for Certain Domestic Commodities.

252.225-7014

Preference for Domestic Specialty Metals, with its Alternate I.

252.225-7026

Reporting of Contract Performance Outside the United States - If this PO is for over \$100,000, except a PO for commercial items (as defined in FAR 2.101), construction, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence, or, if included in Buyer's prime contract, 252.225-7026, Reporting of Contract Performance Outside the United States (MAR 1998). If this PO exceeds \$500,000, except is not applicable to a PO for commercial items (as defined in FAR 2.101), construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs) or subsistence.

252.247-7024

Notification of Transportation of Supplies by Sea.

<u>DFARS II</u> <u>TITLE</u>

Part B

Unless otherwise specifically set forth, the clauses listed in this DFARS II, Part B, are applicable to both (i) commercial items, if any, meeting the definition thereof in DFARS 2.101 and designated in this PO as commercial items, and (ii) items, if any, which are other than such commercial items.

252.204-7000

Disclosure of Information - In paragraph (b) "45 days" is changed to "60 days," and "Contracting Officer" means Buyer.

252.211-7000

Acquisition Streamlining - If this PO exceeds \$1,000,000.

252.215-7000

Pricing Adjustments.

252.219-7003

Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) - If this PO contains the clause at FAR 52.219-8, or, if included in Buyer's prime contract, 252.219-7003, Small, Small Disadvantaged and Women-owned Small Business Subcontracting Plan

	(DoD Contracts). Applies if FAR 52.219-9 is included in this contract. Paragraph (g) is deleted.
252.223-7001	Hazard Warning Labels.
252.223-7002	Safety Precautions for Ammunition and Explosives - If this PO involves ammunition or explosives.
252.223-7003	Change in Place of Performance - Ammunition and Explosives - "Contracting Officer" means Buyer.
252.223-7005	Hazardous Waste Liability - "Contracting Officer" means Buyer. "Government" means Government and Buyer. Not applicable to the extent this PO is issued under a Buyer's prime contract dated after 12/09/98.
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials, with its Alternate I - If this PO requires, may require, or permits a subcontractor to treat or dispose of Non-DOD-owned toxic or hazardous materials as defined in the clause. "Government" means Government and Buyer.
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives - If this PO is for the development, production, manufacture, or purchase of arms, ammunition, and explosives ("AA&E") or when AA&E will be provided to the subcontractor as Government-furnished property. In paragraph (e) add the words "and Buyer" after the word "office."
252.225-7001	Buy American Act and Balance of Payments Program.
252.225-7002	Qualifying Country Sources as Subcontractors.
252.225-7007	Trade Agreements Act, or, if included in Buyer's prime contract, 252.225-7007, Buy American Act – Trade Agreements – Balance of Payments Program.
252.225-7008	Supplies to be Accorded Duty-Free Entry - If this PO is for supplies.
252.225-7009	Duty-Free Entry - Qualifying Country End Products and Supplies - If this PO is for supplies.
252.225-7010	Duty-Free Entry - Additional Provisions - If this PO is for supplies.
252.225-7015	Preference for Domestic Hand or Measuring Tools.
252.225-7016	Restriction on Acquisition of Anti-friction Bearings - Not applicable to the extent this PO is issued under a Buyer's prime contract dated after 11/15/96.
252.225-7017	Preference for United States and Canadian Valves and Machine Tools (APR 1995).
252.225-7024	Restriction on Acquisition of Night Vision Image Intensifier Tubes and Devices - If this PO is for second or third generation night vision intensifier tubes and device. The term" this contract."

252.225-7025 Foreign Source Restrictions (APR 1993) - If this PO is for

applicable to the extent this PO is issued under a Buyer's prime contract dated after 03/09/98.

Frequency Authorization

252.235-7003

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