

LEACH INTERNATIONAL CORPORATION PURCHASING TERMS AND CONDITIONS

(Subcontracts/Purchase Orders for Non-Commercial Goods and/or Services under U.S. Government Prime Contract)

1. **ACCEPTANCE:** This purchase order represents Buyer's offer to purchase the Goods and/or Services ordered strictly in accordance with its stated terms and conditions. Seller's acceptance of this purchase order is expressly limited to the terms and conditions stated and no additional or different terms shall be binding on Buyer unless agreed to by Buyer in a writing signed by Buyer's authorized representative. Seller shall be deemed to have accepted this purchase order by signing and returning the acknowledgement copy, by failure to deliver a written objection to this offer within five (5) days of receipt, or by commencing work on the Goods and/or Services ordered. If any term or condition of this purchase order is invalid, illegal or unenforceable, the remaining terms and conditions of this purchase order shall remain in effect. Where the context permits, the use of the term Goods shall include Services.
2. **PAYMENT:** Invoices in duplicate shall be mailed to Buyer's Accounts Payable when Goods are shipped or Services completed and be a reflection of the purchase order. The purchase order number shall be shown on the relevant invoice. Payment terms and discount period referred on the face of this purchase order begins from date of Buyer's receipt of acceptable Goods or correct invoice, whichever is later. Payment shall not constitute acceptance of the Goods. Any over shipment or substitution of Goods made by Seller shall entitle Buyer to withhold payment for entire shipment pending its approval of the over shipment or substitution without loss of discount privileges. Buyer has the right to pay invoices covering Goods shipped in advance of schedule on the maturity date of the specified delivery date on the purchase order. Where variance appears between purchase order and invoice in respect to price or payment terms, Buyer shall be entitled to most favorable terms. Buyer may offset refunds or reductions from the purchase order against obligations under other purchase orders with Seller. Seller agrees to refund any overpayments immediately upon discovery. When terms of delivery are INCOTERMS® 2010 FCA (Seller's Facility), all import duties and transportation charges shall be paid by Buyer. Seller shall obtain export licenses, authorizations, security clearances and other formalities. Goods shipped U.S. domestic FOB shipping point transportation charges shall be paid by Buyer. With either shipping terms, Buyer takes delivery of Goods shipped when the Goods leave the Seller's dock. No allowance shall be made for packing, cartage, crating or storage unless stated herein. Seller shall pack, mark and ship all Goods in accordance with requirements of this order to be in compliance with transportation regulations and good commercial practices for protection and shipment.
3. **SHIPMENT AND DELIVERY:** All shipments and deliveries shall be strictly in accordance with the quantities, schedules and shipping instructions stated in this purchase order. Goods shall be shipped U.S. domestic FOB shipping point unless otherwise stated on the face of this purchase order. International shipments shall be in accordance with INCOTERMS® 2010 FCA (Seller's Facility) or as otherwise stated on the purchase order. Title and risk of loss shall pass at the shipping point, subject to inspection and acceptance as described herein. Time is of the essence in performance of this purchase order. Seller shall not make advance, late, short or excess deliveries without Buyer's prior written approval. If the Goods ordered by Buyer are delivered more than three (3) days prior to the purchase order delivery date, at Buyer's option Buyer may reject the Goods for full credit and return ship to Seller at Seller's expense or accept such Goods. Buyer reserves the right to cancel this purchase order (or any part thereof) without liability if delivery is not made within the time specified, or, if no time is specified, within a reasonable time. Seller agrees to pay to Buyer any penalty or damages imposed upon or incurred by Buyer resulting from the failure of Seller to deliver the Goods ordered in accordance with the quantities, schedules and shipping instructions stated in this purchase order. If Seller is unable to provide Goods within the purchase order delivery date, Seller shall provide Buyer a credit in the amount of one percent (1%) per calendar day not to exceed the price of the full quantity of the purchase order line item causing the delay. Any Such credit may be applied to Buyer's payments to Seller invoices.

If, at any time during the terms of this purchase order, Seller anticipates a shortfall in production of the Goods or Services to be provided, then Seller shall (i) promptly notify Buyer in writing as to the reason for the shortfall, and state Seller's expectations as to the duration of the shortfall; and (ii) take all expedite action required to avoid the shortfall which may include overtime or expedited freight fees at Seller's cost. If Buyer's mode of transportation would not permit Seller to meet the purchase order delivery date, Seller shall ship such Goods by air freight or other expedited means acceptable to Buyer, and Seller shall pay the expedite shipping costs.

4. **SHIPPING, PACKAGING, AND MARKING:** All the Goods must be suitably preserved, packaged, packed, marked and prepared for shipment in compliance with best commercial packaging or other Buyer specifications provided on the purchase order. No charges will be paid by Buyer for packaging unless it is stated on the purchase order. Packing sheets showing the purchase order number, item number, quantity, weight and the date of shipment must be included with each shipment. Each container must be marked to show the purchase order number and item number. Seller shall include (if applicable) the Certificate of Conformance, Test Data, and Safety Data Sheets.
5. **CHANGES:** Buyer may at any time, by a written order, make changes within the general scope of this purchase order of any one or more of the following: (i) Drawings, designs, or specifications, when the supplies to be furnished are to be specially manufactured in accordance therewith; (ii) Method of shipment or packing; (iii) Place of delivery; or (iv) Delivery schedule. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this order, Buyer shall make an equitable adjustment in the contract price, delivery schedule, or both, and shall modify this order in writing. Seller must assert its right to adjustment under this clause within five (5) days from date of receipt of Buyer's request for change with written justification which will be made available for Buyer's audit upon request. However, nothing in this clause shall excuse the Seller from proceeding with this purchase order as changed.

Seller shall not make any form, fit, function, processes, facilities or location at which Goods are produced changes without obtaining Buyer's prior written consent. Seller must first obtain the signature of Buyer's authorized representative before making such changes. Seller shall not make any other changes without providing Buyer at least 120 days' notice of the proposed change.

6. **TERMINATION:**
 - (a) **Default:** Buyer may by written notice of default to Seller terminate this order in whole or in part if Seller fails to (i) Deliver the supplies or to perform the work within the time specified in this order or any written extension; (ii) Make progress so as to endanger performance of this order; or (iii) Perform any of the other provisions of this order. However, with respect to the provisions of (i) and (ii) Buyer's right to terminate may be exercised if Seller does not cure such failure within ten (10) days after receipt of the notice from Buyer specifying the failure. In addition to other damages recoverable by Buyer for Seller's default, Seller is liable to Buyer for costs associated with procurement by Buyer. Seller shall transfer, at the sole discretion of Buyer, completed supplies, work in process and any tools furnished by Buyer or by the Government. Except for default of subcontractors or suppliers of Seller, Seller shall not be liable for excess costs if the failure to perform the order arises from Force Majeure Delay without the fault or negligence of Seller. If after termination for default it is determined that Seller was not in default or that default was excusable, the rights and obligations of Buyer and Seller shall be the same as if the termination had been issued for convenience of Buyer. The rights and remedies of Buyer in this clause are in addition to any other rights and remedies provided by law or under this order.

- (b) **For Convenience:** Buyer may terminate work without cause under this order in whole or in part at any time by written notice. The notice shall state the extent and effective date of such termination, and upon receipt thereof, Seller will, to the extent directed by Buyer, stop work under this order and the placement of further orders or subcontracts and shall take any necessary action to protect property in Seller's possession in which Buyer or the Government has or may acquire an interest. In the event of termination for the convenience of Buyer, Seller shall be entitled to the sum of all costs which have reasonably and properly been incurred by Seller in connection with the order which remain undelivered, less amounts realized by Seller from alternative sales of such work not purchased by Buyer. In no case shall Buyer be obligated to pay for finished Goods or work in process that is in excess of agreed lead time and delivery schedules in the applicable order. Seller shall have no claim for damages of any kind including but not limited loss of revenue or profit. Seller agrees that if a claim is filed as provided in this clause, Seller's books and records and its facilities shall at all reasonable times be subject to inspection and audit by an authorized representative of Buyer. Seller agrees that it shall exclude from any claims hereunder and shall not be entitled to reimbursement for any work thereof which are standard products or parts which it normally sells to customers; or any parts which Seller uses in its normal operations or Seller could use in producing work for its other customers.

In event of such termination related to a Government contract, Seller shall submit a final termination settlement proposal pursuant to Federal Acquisition Regulation ("FAR") Part 49 in effect on the purchase order date and shall do so within three (3) months of the termination. If the Government fails to conduct an audit of Seller's books and records, an audit may be conducted by or on behalf of Buyer. Except as specifically provided herein, the rights and obligations of Seller and Buyer are governed by the termination for convenience of the Government clause FAR 52.249-2 except that "Government" or "Contracting Office" shall mean Buyer and "contractor" shall mean Seller unless the context and FAR Part 49 confers rights upon the Government and/or Buyer. Buyer's liability to Seller shall be limited to the extent of Buyer's recovery of compensation from the Government. For completed items or materials, Buyer shall either require delivery of all or part of the completed supplies and make payment at the order price, or (without taking delivery) pay Seller the difference, if any, between the order price and the market price (if lower) at the time of termination. For uncompleted items or raw or semi-processed materials, Buyer shall either require Seller to deliver all or part of such supplies at the portion of the order price representing the stage of completion reduced by the higher of the market or scrap value of the supplies at that stage of completion.

(c) Insolvency: In the event of any proceedings against Seller, voluntary or involuntary, in bankruptcy or insolvency or for the appointment of a receiver or trustee, or an assignment for the benefit of creditors of Seller, Buyer may at its sole discretion terminate this order for Default in whole or in part, subject to all rights and remedies of Buyer at law.

(d) Termination by Buyer under this section shall not relieve Seller of any of Seller's obligations with respect to Goods or Services furnished prior to the effective date of termination.

7. **COMPLIANCE WITH LAWS AND REGULATIONS:** Seller shall comply with all applicable Federal, State and local laws and regulations and shall indemnify Buyer and the Government from any liability, expense or loss resulting from Seller's failure to do so. Seller agrees to safeguard and comply with all laws and regulations regarding the proper handling and nondisclosure of all secret, confidential or restricted information that may be disclosed to it or developed by it in connection with work under this order. Seller shall comply with any and all European Union (EU) Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) Regulation obligations with respect to any of the Goods delivered by Seller to Buyer under the terms of this order. Upon request, Seller shall provide Buyer with a list of substances contained in any of the Goods that were included on the list of Candidate List substances published by the European Chemicals Agency (ECHA) on October 28, 2008. Thereafter, if a substance is added to the Candidate List by ECHA, and that substance is also contained in any Goods, Seller must notify Buyer within fifteen (15) days. Should any goods contain substances listed on the Candidate List that are above 0.1% on a weight by weight basis within the good, Seller shall provide Buyer with safe-use information, pursuant to the provisions of REACH Article 33. In the event failure to comply with these provisions results in a business interruption of Buyer's operations, Buyer will seek to recover the damages, including financial losses it suffers as a consequence of such failure.

Seller warrants that all Goods sold hereunder shall have been produced, sold, delivered and furnished in strict compliance with all applicable laws and regulations, including, without limitation, relating to equal employment opportunities, affirmative action and health/safety. **If Seller is in the United States, Seller shall comply with all Federal equal opportunity obligations under 41 CFR 60-1.4(a), -1.4(b), -300.5 (a), -741.5(a) and federal labor law obligations under 29 CFR part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations required that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

8. **SURVEILLANCE:** Seller hereby grants, and shall use commercially reasonable efforts to cause any subcontractor to grant, to Buyer and any of Buyer's customers the right to visit Seller's or its subcontractor's facilities during operating hours to review progress and performance of production, schedule, cost, quality, Buyer's tooling and protection of Buyer's confidential information. Such access is subject to the regulations of any governmental agency regarding admissibility and movement of visitors.
9. **INDEMNITY:** Seller hereby indemnifies and holds harmless Buyer from any and all claims actions and demands for injuries or damages to persons or property relating to performance or negotiation of this order. Upon request, Seller agrees to furnish a certificate from its insurance carriers which shall show the amount of coverage and date of expiration providing adequate (i) workmen's compensation as required by the laws of the state in which the work is performed and such insurance shall provide waiver of subrogation against Buyer; (ii) commercial general liability bodily injury and/or property damage which coverage shall include premises, operations and products; (iii) if applicable, automobile liability; and (iv) aviation products liability. If Seller is a self-insurer for workmen's compensation, he shall furnish a certificate to Buyer from the Department of Labor of the State in which the labor is to be performed. Seller warrants that use or sale of the Goods under this order shall not infringe any patent or intellectual property rights belonging to a third party and hereby agrees to indemnify Buyer and/or the United States Government from any such infringement, shall defend any suit brought against Buyer and/or the Government and shall reimburse Buyer from any loss or judgment including all court costs and attorneys fees. Seller further agrees to comply with all applicable laws and regulations, and to indemnify Buyer from any claims in regard thereto.
10. **ASSIGNMENT AND SUBCONTRACTING:** Neither this order nor any interest herein may be assigned in whole or in part by Seller without the prior written consent of Buyer. Neither all nor substantially all of this order may be further subcontracted by Seller without the prior written consent of Buyer. If this order is issued under a Government contract, it may be assigned by Buyer to the Government and, upon the Government's acknowledgment of such assignment, Seller shall look to the Government for payment.
11. **INSPECTION:** Buyer, Buyer's customer and/or the Government have rights to inspect the Goods covered by this order either at the place of manufacture or at place of delivery, and acceptance of said Goods by Buyer shall be dependent upon final inspection and acceptance thereof by the authorized representative of the Government if Government inspection is conducted. FAR 52.246-2, Inspection of Supplies—Fixed Price is hereby incorporated by reference except that "Contractor" means Seller and "Government" as it appears in the first and fourth sentences of Paragraph (b) thereof means Government and Buyer, except that an inspection system accepted by the Government will be deemed acceptable to Buyer, and in paragraph (k) thereof the terms "Contracting Office" or "Government" means Government or Buyer. Provisions in the clause relating to access, rights to inspection, safe protection and relief from liability apply equally to Buyer and the Government.

At Buyer's option defective Goods may be returned at Seller's expense for full credit or replacement, subject to all rights and remedies of Buyer at law. Buyer reserves the right to inspect Goods delivered under this purchase order on a sample inspection basis. Rejection of a sample shall be cause for rejection of the entire line item (lot). Buyer may reject the Goods and elect one of the following remedies at Seller's expense: (i) return the Goods for full credit or refund, including freight charges; (ii) require the Seller to correct, repair or replace the Goods within 10 days; or (iii) obtain replacement Goods from a third party at the expense of Seller. Buyer shall be entitled to recovery of related nonconformity or warranty claim costs including, without limitation, the cost of identification of the defect, removal and reinstallation of the defective Goods, storage, transportation, testing, qualification or requalification, injuries to persons or property caused by the defective Goods, and any other costs imposed on Buyer by Buyer's customer or other third party arising from the breach of nonconformity. Seller agrees to indemnify Buyer for all such damages. Seller shall notify Buyer in writing, in the event that nonconformity material has been delivered against this purchase order. This notification shall survive the performance period of this purchase order.

12. **WARRANTY:** By furnishing Goods under this order, Seller expressly warrants that (i) Goods will be free from defects in materials and workmanship and safe to use; (ii) will be merchantable and in full conformity with Seller's specifications, drawings and data, and Seller's descriptions, promises or samples; (iii) will be fit for the ordinary purposes for which such Goods are used; (iv) will be of good quality within the description of this Order; (v) will be adequately contained, packaged and labeled; (vi) will conform to the terms of this Order; (vii) will be fit for Buyer's intended use, provided Seller has reason to know of such use; and (viii) that Seller will convey good title to the supplies, free and clear of all liens, claims and encumbrances. This warranty is in addition to implied warranties to Buyer at law. No approval of design by Buyer furnished by Seller shall constitute a waiver by Buyer of Seller's obligations hereunder. In addition to Buyer's remedies at law, Buyer may, for breach of any warranty, and at its option and at Seller's expense, require Seller to pay all shipping charges for return and within ten (10) working days provide replacement, repair or at Buyer's option return for full credit. In addition, Seller shall be liable for any costs for incidental or consequential damage incurred by Buyer with respect to any defective or delinquent Goods. All warranties shall run to Buyer and Buyer's customer.
13. **RECORD RETENTION:** Seller shall maintain complete and accurate records evidencing the Goods and supporting all services performed, quality procedures and tests. In the case of government related contracts, with respect to those factors which comprise or effect direct labor hours, material costs, burden rates and subcontracts. Buyer and Government shall have the right to audit such records at Seller's facility on reasonable advance request. Unless a longer period is specified in the order, all such records will be kept for a minimum of fifteen (15) years.
14. **QUALITY PROGRAM PROVISIONS:** This order shall be subject to Buyer's Quality Program Provisions QPP 512-0031-000-000 which are located on Buyer's website <http://leachcorp.com/supplier-information/>. Seller should refer to Buyer's website for the latest Quality Program Provisions prior to accepting any purchase order. Seller's facilities, manufacturing processes, quality control, and inspection system are subject to review, inspection and analysis by Buyer, its representatives and Buyer's customers. Seller agrees to implement any reasonable corrective action requested by Buyer resulting from such review. Seller shall flow down to their supplier at any level all applicable quality terms of Buyer. The English language shall be used in all quality related documentation.
15. **COMPANY 'S INTELLECTUAL PROPERTY AND TOOLING:** All inventions, ideas, concepts, trademarks, know-how, designs, specifications, drawings, documents, materials, tools, jigs, fixtures, methods, processes and other property, owned or paid for by Buyer, shall be the property of Buyer, subject to removal at any time without cost or expense to Buyer. All property of Buyer shall be identified and marked as such, used only for Buyer's purchase orders and covered by adequate liability, damage and fire insurance (including extended coverage) for its fair and reasonable value. Seller shall assume full liability for and maintain and repair all property of Buyer in its possession or control and shall, on request, return the same to Buyer in good condition, reasonable wear and tear excepted. Seller shall provide Buyer with inventories of all property of Buyer in its possession or control when requested by Buyer and certify to Buyer that all use thereof is expended on Buyer's purchase orders.

16. **PRICING:** Seller warrants that prices for the Goods and Services ordered are not less favorable than those currently extended to any other customer of Seller for the same or like Goods or Services (whether in like or smaller quantities), and are otherwise in accordance with all applicable price laws and regulations. If Seller establishes or offers a lower price for the Goods or Services ordered (whether in like or smaller quantities) from the date of acceptance of this purchase order by Seller to the date Goods or Services are invoiced to Buyer, Seller agrees to reduce the prices stated in this purchase order correspondingly.
17. **CONFIDENTIALITY:** Seller shall not make or authorize any news release, advertisement or other disclosure regarding the existence or substance of this purchase order without the prior written consent of Buyer. Seller shall keep confidential all information provided to Seller related to the performance of this purchase order, including, but not limited to, statements of work, specifications, drawings, designs, processes and other technical or business information, and shall use such information only in the performance of Buyer's purchase orders. Upon completion, cancellation or termination of Buyer's purchase orders, Seller shall, at Seller's expense, return to Buyer or destroy all documents or other media containing or incorporating any of the information and, on request, provide a certificate confirming the return or destruction of all such material. Seller shall include a provision comparable to this section in all subcontracts relating to the Goods or Services ordered.
18. **TAXES:** All applicable federal, state and local taxes shall be listed separately on Seller's invoice, and such taxes shall not be payable if Buyer provides an appropriate exemption certificate. If not listed separately on Seller's invoice, Seller assumes responsibility for paying all applicable taxes, and shall indemnify Buyer against all liabilities, damages, fines, penalties, interest, costs and expenses (including, but not limited to, attorneys' fees) arising from the failure to pay such taxes in a timely manner.
19. **REMEDIES AND WAIVER:** The remedies provided Buyer in these terms and conditions shall be cumulative and in addition to any other remedies provided herein, by law or in equity. No waiver by Buyer of any right or remedy under these terms and conditions shall be effective unless in writing signed by Buyer's authorized representative. Neither failure nor any delay in exercising any right, power or privilege under these terms and conditions will operate as a waiver of such right, power or privilege. No single or partial exercise of any such right, power or privilege by Buyer will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver that may be given by Buyer will be applicable except in the specific instance for which it is given.
20. **DISPUTES AND APPLICABLE LAW:** This order will be construed and interpreted according to Federal common law of Government contracts and by all applicable Federal and local statutes and regulations. The FAR may be obtained from U.S. Government Printing Office, Washington, D.C. To the extent that Federal law of Government contracts is not dispositive, the law of the State of California shall apply. The United Nations Convention of Contracts for the International Sale of Goods dated April 11, 1980, as amended to date, will not apply. Any judicial proceeding commenced by Buyer or Seller shall be in a court of competent jurisdiction in the State of California in the County of Orange, except at Buyer's election. The rights and obligations of Seller and Buyer shall be governed by any decision by a contracting officer, a cognizant board of contract appeals or a Federal Court under a Government contract to which this order relates. To the extent that Seller and Buyer have claims against Buyer's customer, Buyer and Seller shall reasonably cooperate with each other to prosecute such claims, provided that Seller's claim is properly substantiated by Seller, each incurring their own respective attorney's fees, except that Seller shall indemnify and hold harmless Buyer from any costs or damages arising out of such proceedings. In any legal action commenced by either Buyer or Seller arising out of performance of this order the prevailing party shall be entitled to recovery of reasonable attorney's fees and court costs. Pending resolution of any dispute by settlement or by final judgment, Buyer and Seller shall proceed diligently with performance of this order and Seller's performance shall be an acceptance with Buyer's written instructions. All reference to disputes procedures in FAR clauses, in Section 13 or elsewhere, shall be deemed to be superseded by this clause.
21. **STOP WORK ORDER:** Buyer may at any time by written order require Seller to stop all or any part of the work under this order for a period of 120 days after the stop order is received by the Seller, and for any extension of this period to which the parties may agree. The stop work order shall be specifically identified as a stop work order issued under this clause and shall be in writing. Upon receipt of the order, Seller shall take all steps to comply with these terms and all reasonable steps to minimize incurrence of costs allocable to the work covered by the order during the period or work stoppage. Within a period of 120 days after the stop work order is delivered to Seller or within any extension of that period to which the parties have agreed, Buyer shall cancel the stop work order to terminate the work covered by the order as provided in the termination for default or termination for convenience clauses of this order. If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, Seller shall resume work and Buyer shall make an equitable adjustment of the delivery schedule or contract price or both and this order shall be modified in writing accordingly if the stop work order results in an increase in the time required for or in the Seller's costs allocable to the performance of this order, provided that Seller asserts a claim for adjustment within 20 days after the end of the period of work stoppage.
22. **EXPORT REGULATIONS:** For Goods that are not Buyer design authority, Seller shall inform Buyer in writing as to the export classification, tariff classification, and country of origin of the supplied Goods. Seller shall be responsible for any required export license or other authorization in a timely fashion to meet the required purchase order delivery date. Seller represents and warrants its understanding that the Goods or Services, software, or technology it supplies under these terms and conditions are subject to the jurisdiction of the export controls, trade or economic sanctions, and arms embargoes of relevant government authorities. The use, export, reexport, resale, release or other transfer of any Goods or Services shall comply with Buyer's national export regulations, and extraterritorial export regulations which include the U.S. Export Administration Regulations ("EAR"), and the U.S. International Traffic in Arms Regulations ("ITAR"). Seller shall mark any technology or technical data subject to export regulations and only communicate the same through secure channels. In the case of U.S. Sellers who manufacture or export defense articles or defense Services subject to the ITAR, to obtain and maintain a registration with the U.S. Department of State's Directorate of Defense Trade Controls ("DDTC"), and provide, upon request of Buyer evidence of the same or otherwise certify in writing to Buyer that the Seller does not engage in the above mentioned activities such that registration with DDTC is not required. The Seller shall indemnify Buyer against any loss, cost (including attorney's fees), penalty, claim or demand of any kind arising out of or occasioned by any violation of this section or charge thereof.
23. **CONTINUED SUPPLY; OBSOLESCENCE:** Should Seller discontinue the manufacture of the Goods or experience obsolescence during the period of performance of the order, Seller shall notify Buyer by written notice at least one (1) year in advance of such discontinuance to permit a "last buy" of Goods. Seller is responsible for monitoring the risk of obsolescence and unavailability of materials or components necessary for the manufacture of the Goods on this order.
23. **CONFLICT MINERALS:** In compliance with Dodd-Frank Act Section 1502, Seller agrees to assist and cooperate with Buyer and Buyer's affiliates' obligations to comply with SEC Reporting Requirements for Issuers Using Conflict Minerals. Conflict minerals are: columbite-tantalite (coltan), cassiterite, wolframite, and gold, which are used to finance conflict in the Democratic Republic of Congo or adjoining countries.
24. **COUNTERFEIT PARTS PREVENTION AND NOTIFICATION:** Seller represents and warrants that only new and authentic materials are used in the Goods and that the Goods delivered contain no Counterfeit Parts. To further mitigate the possibility of the inadvertent use of Counterfeit Parts, unless expressly authorized in writing by Buyer, Seller shall only purchase authentic parts/components directly from the Original Equipment Manufacturer (OEM) or Original Component Manufacturer (OCM) or through the OEM's/OCM's authorized distribution chain. Seller must make available to Buyer, at Buyer's request, OEM/OCM documentation that authenticates traceability of the components to that applicable OEM/OCM. Seller shall maintain a documented system consistent with applicable industry standards, AS5553 and AS6174 as the minimum, for the detection and avoidance of counterfeit electronic parts and material. Seller shall flow the requirements of this provision to its subcontractors and suppliers at any tier for the performance of any order. Should Seller become aware of a confirmed or suspect counterfeit part that, by any means, has been delivered to Buyer, notification will be made as soon as possible (but no later than five (5) days following discovery) to Buyer. DFARS 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System shall apply to this order when required by the Government contract. Additionally, notification shall be made after discovery to the Government-Industry Data Exchange Program (GIDEP) and, notification shall be made as required by the Federal Acquisition Regulations. Seller shall be liable for the cost of counterfeit parts and suspect counterfeit parts and the cost of rework or corrective action that may be required to remedy the use or inclusion of such parts.
25. **ASBESTOS:** Seller shall not provide any Goods that contains asbestos and shall submit certification to Buyer on demand that the Goods contain no asbestos.
26. **FAR and DFARS CLAUSES:** If this order is placed under a U.S. Government prime contract or subcontract, the following provisions of the Federal Acquisition Regulations ("FAR") and the Department of Defense Supplement to the FAR ("DFARS"), in effect on the date of this Purchase Order, unless otherwise specified, are applicable to and are incorporated by reference into this order (in addition to the above terms and conditions). Seller's obligations are thereunder similar to the obligations of Buyer under its Government prime contract or subcontract. In addition to the following clauses, there are also incorporated by reference into this purchase order any and all clauses or terms and conditions which are required to be in federal procurement subcontracts as a matter of law. As used in the following clauses, and unless the context of the clauses requires otherwise, "Contracting Officer" shall mean the person duly authorized to act on behalf of Buyer with respect to this order, "Contract" shall mean this order, "Subcontract" shall mean this subcontract and purchase orders issued under this order by Seller, "Contractor" shall mean Seller, and "Government" shall mean Buyer. Copies of all notices or reports to be furnished under the clauses incorporated below shall be furnished to Buyer.

FAR/DFARS Clauses Incorporated By Reference

The following clauses from the FAR and the DFARS are hereby incorporated by reference with the same force and effect as if set forth in full text:

FAR Provisions

- 52.203-3 Gratuities
- 52.203-5 Covenant Against Contingent Fees
- 52.203-6 Restrictions on Subcontractor Sales to the Government (contracts exceeding the simplified acquisition threshold)
- 52.203-7 Anti-Kickback Procedures (less paragraph (c) (1)) (subcontracts under this contract that exceed the threshold specified in FAR 3.502-2(i) on the date of award)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity
- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (contracts exceeding the threshold in FAR 3.808)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (contracts exceeding the threshold in FAR 3.808)
- 52.203-13 Contractor Code of Business Ethics and Conduct (contracts over \$5.5 million and period of performance greater than 120 days)
- 52.203-14 Display of Hotline Poster (contracts over \$5.5 million)
- 52.203-15 Whistleblower Protections (contracts funded with Recovery Act funds)
- 52.203-16 Preventing Personal Conflicts of Interest (contracts exceeding the simplified acquisition threshold)
- 52.203-17 Whistleblower Protections (contracts exceeding the simplified acquisition threshold)
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
- 52.204-7 System for Award Management
- 52.204-9 Personal Identity Verification of Contractor Personnel
- 52.204-2 Security Requirements (for contracts with classified information)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems
- 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and other Covered Entities
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
- 52.209-2 Prohibition On Contracting With Inverted Domestic Corporations—Representation
- 52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Except for Commercial Items) (contracts over \$35,000)
- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters
- 52.211-5 Material Requirements
- 52.211-15 Defense Priority and Allocation Requirements (when PO is a rated order)
- 52.213-4 Terms and Conditions-Simplified Acquisitions (other than commercial items)
- 52.214-26 Audit and records – Sealed Bidding (sealed bid contracts expected to exceed the threshold in FAR 15.403-4)
- 52.214-27 Price reduction for Defective Certified Cost or Pricing Data-modifications-sealed bidding (contracts expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4)
- 52.214-28 Subcontractor Cost or Pricing Data-modifications-sealed bidding (contracts expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4)
- 52.215-2 Audits and Records – Negotiation (applies if contract exceeds the simplified acquisition threshold and if Seller is required to furnish cost or pricing data, or if contract requires Seller to furnish cost, funding or performance reports, or if this is an incentive or redeterminable type contract)
- 52.215-10 Price Reduction for Defective Cost or Pricing Data (contracts where submission of certified cost or pricing data is required)
- 52.215-11 Price Reduction for Defective Cost or Pricing Data – Modifications (contracts expected to exceed the threshold at FAR 15.403-4)
- 52.215-12 Subcontractor Cost or Pricing Data (contracts expected to exceed the threshold at FAR 15.403-4)
- 52.215-13 Subcontractor Cost or Pricing Data – Modifications (contracts expected to exceed the threshold at FAR 15.403-4)
- 52.215-14 Integrity of Unit Prices (contracts exceeding the simplified acquisition threshold)
- 52.215-15 Pension Adjustment and Asset Reversions (applies if contract meets requirements of FAR 15.408(g))
- 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) other than Pensions (applies if contract meets requirements of FAR 15.408(g))
- 52.215-19 Notification of Ownership Changes (applies if contract meets requirements of FAR 15.408(k))
- 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
- 52.215-23 Limitations on Pass-Through Charges (for cost reimbursement contracts exceeding the threshold for obtaining certified cost or pricing data at FAR 15.403-4)
- 52.217-9 Option to Extend the Term of the Contract
- 52.219-1 Small Business Program Representations
- 52.219-8 Utilization of Small Business Concerns
- 52.219-9 Small Business Subcontracting Plan (contracts over \$700,000 except for small businesses)
- 52.222-1 Notice to the Government of Labor Disputes
- 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation
- 52.222-17 Nondisplacement of Qualified Workers
- 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products
- 52.222-20 Walsh-Healey Public Contracts Act
- 52.222-21 Prohibition of Segregated Facilities (E.O. 11246)
- 52.222-22 Previous Contracts and Compliance Reports
- 52.222-24 Preaward On-site Equal Opportunity Compliance Evaluation (contracts over \$10 million)
- 52.222-26 Equal Opportunity (E.O. 11246) (contract over \$50,000 and subcontractor has 50 or more employees)
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (contracts over \$150,000)
- 52.222-36 Affirmative Action for Workers with Disabilities (contracts over \$15,000)
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (contracts over \$150,000)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (contracts over \$10,000)
- 52.222-50 Combating Trafficking in Persons
- 52.222-54 Employment Eligibility Verification (E.O. 12989) (contracts over \$3,000 and work performed in the US)
- 52.222-55 Minimum Wages
- 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan
- 52.223-3 Hazardous Material Identification and Material Safety Data
- 52.223-11 Ozone Depleting Substances
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving
- 52.225-1 Buy American Act - Supplies
- 52.225-2 Buy American Act - Certificate
- 52.225-3 Buy American Act – Free Trade Agreements – Israeli Trade Act
- 52.225-4 Buy American Act – Free Trade Agreements – Israeli Trade Act Certificate
- 52.225-5 Trade Agreements
- 52.225-6 Trade Agreements Certificate

52.225-8 Duty Free Entry
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52.227-1 Authorization and Consent – Alternate I
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52.227-9 Refund of Royalties (contracts that contain royalties exceeding \$250)
52.227-10 Filing of Patent Applications – Classified Subject Matter (contracts with classified subject matter)
52.227-11 Patent Rights – Ownership by the Contractor
52.227-13 Patent Rights – Ownership by the Government
52.227-14 Rights in Data – General
52.227-16 Additional Data Requirements
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52.227-23 Rights to Proposal Data (Technical)
52.228-5 Insurance – Work on a Government Installation
52.229-6 Taxes – Foreign Fixed-Price Contracts
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52.229-10 State of New Mexico Gross Receipts and Compensating Tax (cost –reimbursement and contract for services in the State of New Mexico)
52.230-2 Cost Accounting Standards (only when full CAS coverage applies)
52.230-3 Disclosure and Consistency of Cost Accounting Practices (only when modified CAS coverage applies)
52.230-6 Administration of Cost Accounting Standards
52.232-40 Providing Accelerated Payment to Small Business Subcontractors
52.233-3 Protest After Award
52.236-13 Accident Prevention
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52.249-1 Termination for the Convenience of the Government – Fixed Price, Short Form
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252.203-7001 Prohibition on persons convicted of Fraud or other Defense – Contract related felonies (contracts exceeding the simplified acquisition threshold)
252.203-7002 Requirement to inform Employees of Whistleblower Rights
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252.203-7004 Display of Fraud Hotline Posters (contracts over \$5.5 million)
252.204-7000 Disclosure of Information
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252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors
252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support
252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country
252.211-7000 Acquisition Streamlining (contracts over \$1,500,000)
252.211-7003 Item Unique Identification and Valuation
252.215-7000 Pricing Adjustments
252.217-7003 Changes
252.219-7003 Small Business Subcontracting Plan
252.222-7006 Restriction on the Use of Mandatory Arbitration Agreements
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252.223-7002 Safety Precautions for Ammunition & Explosives
252.223-7003 Change in Place of Performance - Ammunition & Explosives
252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials
252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
252.223-7008 Prohibition of Hexavalent Chromium
252.225-7000 Buy American – Balance of Payments Program Certificate
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252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (ITAR items only)
252.225-7008 Restriction on Acquisition of Specialty Metals
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252.225-7032 Waiver of United Kingdom Levies – Evaluation of Offers
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252.225-7035 Buy American – Free Trade Agreements – Balance of Payments Program Certificate
252.225-7036 Buy American Act – Free Trade Agreements – Balance of Payments Program
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252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (contracts over \$500,000)
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252.227-7013 Rights in Technical Data – Noncommercial Items
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252.227-7019 Validation of Asserted Restrictions - Computer Software
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252.246-7001 Warranty of Data
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