

Supplier Terms & Conditions

General Purchase Order Provisions Rev 11/01/17

ACCEPTANCE – ENTIRE AGREEMENT – MODIFICATION. This order is for the purchase and sale of goods and services described on the face of this order (hereinafter "articles"). Acceptance of this order shall be limited to the terms and conditions contained herein and incorporated herein by reference. This order shall be deemed accepted upon the return of the acknowledgment copy of this order or the commencement of performance by Seller. Buyer rejects any additional or inconsistent terms and conditions offered by Seller at any time, whether or not such terms or conditions materially alter the order and irrespective of Buyer's acceptance of or payment for Seller's items or services. These terms and conditions constitute the entire agreement between the parties and no change to or modification of this order shall be binding upon Buyer unless in writing and signed by an authorized representative of Buyer's procurement or purchasing office at Buyer's place of business issuing this order.

MATERIAL, EQUIPMENT, TOOLS AND FACILITIES. Title to property furnished to Seller by Buyer or paid for by Buyer under this order, as well as any replacements thereof, (all hereinafter referred to as "Property") shall be vested in Buyer with the right to demand possession at any time. Seller will use said Property only in the performance of work for Buyer. Seller shall bear the risk of loss of all Property while in Seller's custody or control and while in the custody or control of Seller's suppliers. All Property is subject to removal and return at Buyer's written request, in which event Seller, at Buyer's expense, will prepare such Property for shipment and deliver them to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted. Seller will maintain all Property in good condition and repair or replace them to the extent necessary for performance of this order. Seller shall establish and maintain a system to control, protect, preserve and maintain all-buyer-owned Property.

Seller shall implement and maintain a documented Quality Management system that meets a recognized external standard.

Buyer, buyers customer, and regulatory authorities shall have the right to enter all applicable areas of facilities and applicable documented information at Seller's premises, at any level of the supply chain, at all reasonable times to inspect its Property and Seller's records with respect thereto.

When process, product or service is found to be non-conforming, seller must notify Qualiseal Technology for disposition prior to shipment to Qualiseal Technology. All non-conforming material must be segregated and clearly identified. If seller identifies a non-conformance or potential non-conformance after the shipment has already been made to Qualiseal Technology, seller must notify buyer of the non-conformance in writing within 24 hours.

Seller may not sub-contract work without prior Qualiseal Technology authorization. In the event that authorization is granted, seller must flow down all contractual requirements to the sub-contractor, including customer requirements. Seller must apply appropriate controls to their direct and sub-tier external providers to ensure that all requirements are met. The seller also assumes liability for any work performed by the sub-contractor. When applicable, seller must use approved special process sources.

Seller must notify Qualiseal Technology and receive approval for any changes in process, products or services including changes of external providers (suppliers) and/or changes of manufacturing facility location. The

above requirement applies whether or not there is a cost impact associated with the change and regardless of the type of change involved, including product improvements.

Any documented information or records associated with this order shall be maintained by the supplier for a period of 30 years unless otherwise specified. Records shall be kept legible and easily retrievable.

The Seller shall plan, implement, and control processes, appropriate to the organization and the product, for the prevention of counterfeit or suspect counterfeit part use and their inclusion in product(s) delivered to Qualiseal Technology.

Seller must ensure that all persons within the seller's facility are aware of their contribution to product or service conformity, their contribution to product safety and the importance of ethical behavior.

Buyer does not warrant any aspect of the Property that it furnishes and all articles delivered by Seller must be in strict accordance with the requirements of this order.

Upon completion or termination of this order, all Property will be retained by Seller at its expense until disposition directions are received from Buyer. Seller will pay personal property taxes on all articles in its possession.

Notwithstanding any other provision of this clause, such property may be used by Seller in the manufacture of articles for direct sale to the U.S. Government to the extent the U.S. Government has the right to authorize such use and discloses to Seller that it has such right; provided that such use will not interfere with Seller's performance of this order and any other order with Buyer and provided further that Seller shall (i) give Buyer written notice of each such proposed use at least ten (10) days prior to acceptance of a contract for such articles from the U.S. government and, in the event Buyer objects to such use, forward Buyer's objection to the U.S. Government, (ii) to the extent practicable, prominently identify each article as being manufactured by Seller in performance of contracts for the U.S. Government, (iii) advise Buyer of the method of identification used, (iv) make no claim against Buyer that arises out of the use by Seller of such property, and (v) indemnify Buyer and hold Buyer harmless from and against any and all claims or liabilities resulting from performance of contracts for the U.S. Government. Where such property is furnished to Seller's suppliers for use in performance of Buyer's orders, Seller shall insert the substance of this provision in all such orders to Seller's subcontractors. Nothing herein shall be construed as restricting the U.S. Government's use of Government-owned Articles or Articles it is authorized to use.

DELIVERIES AND SHIPMENTS. Delivery of the articles and related data and/or documentation and/or performance of required services in accordance with the schedule is a material requirement of this order. TIME IS OF THE ESSENCE. Seller shall not, without Buyer's prior written consent, manufacture or procure materials in advance of Seller's reasonable flow time. Seller will at its expense ship by express or air shipment or by the most expeditious way if the delivery schedule is endangered for any reason other than Buyer's fault. Buyer reserves the right to reject all or any part of any delivery that varies from the quantity authorized by Buyer for shipment. All articles shall be packaged in accordance with Buyer's instructions or, if none are specified, in accordance with good commercial practice in a manner sufficient to ensure arrival in an undamaged condition. Items shipped in advance of Buyer's delivery schedule may be returned at Seller's expense. Seller shall give notice of shipment to Buyer at the time of delivery of any shipment of articles to a carrier for transportation. Title and risk of loss to articles shall pass to Buyer at the f.o.b. point specified on the face of this order, unless earlier passed pursuant to other provisions of this order.

PERFORMANCE ASSURANCE PLAN. At Buyer's direction, Seller will provide Buyer with a Performance Assurance Plan prepared in accordance with procedures established by Buyer showing Seller's work in process and yield factors for each major process step. This plan will be imposed by Buyer where, in Buyer's opinion, there is a significant risk in meeting performance or delivery requirements. The Performance Assurance Plan will demonstrate Seller's work in process and yield factors in Seller's format.

INSPECTION. Notwithstanding (i) payment, (ii) passage of title, or (iii) prior inspection or test, all articles are subject to final inspection and acceptance or rejection by Buyer at Buyer's facility. At all reasonable times including the period of manufacture, Buyer, its customers, and/or representatives of the Federal Aviation Administration or other cognizant aviation regulatory bodies may inspect and/or test the articles to be furnished hereunder at the places where the work is being performed, including those of the Seller's suppliers, and Seller shall provide, without additional charge, reasonable facilities and assistance for safe and convenient inspection and test. Buyer may inspect 100% or a sample of all articles or any lot of articles at Buyer's option, and Buyer shall have the right to reject all or any portion of the articles or lot of articles if any such inspection reveals them to be, in buyer's sole opinion, defective or nonconforming. Seller shall provide and maintain a test and inspection system acceptable to the Buyer and its customers, if required. Records of all inspection work by Seller shall be kept complete and available to Buyer and its customers during the performance hereof and for four (4) years after final payment by Buyer or for such longer period as may be specified elsewhere herein.

WARRANTY.

A. Seller warrants to Buyer, its successors and customers that for a period of twenty-four (24) months after delivery of products or completion of services or for such longer period offered by Seller, that all articles furnished to Buyer will be free from defects in material and workmanship, will conform to applicable drawings, designs, specifications and samples, will meet all functional and performance requirements and, to the extent this order calls for services to be performed, that such services will be free from defects in workmanship, will meet all of the requirements of this order and will be performed to the highest standards of workmanship in the industry (all of which are hereinafter collectively called "conforming products and/or services")

B. In the event conforming products and/or services are not furnished, within twenty (20) days after the nonconforming product is returned to Seller or notice to Seller of a nonconforming service is received, Seller shall repair or replace such nonconforming products and/or correct such nonconforming services. The failure of Seller to repair or replace and redeliver such nonconforming products and/or to correct such nonconforming services within such twenty (20) day period shall entitle Buyer at its election and in addition to any other rights or remedies it may have at law or in equity, to have such nonconforming products repaired or replaced or such nonconforming services corrected at Seller's expense. In addition to the costs of repairing or replacing such nonconforming products and/or correcting such nonconforming services, Seller shall be responsible for the costs of removal, disassembly, failure analysis, fault isolation, reinstallation, reinspection and retrofit required to deliver conforming products and/or services.

C. The warranty period shall be suspended upon notice that nonconforming products have been furnished until they have been repaired or replaced and redelivered to Buyer postage or freight prepaid, or in the case of nonconforming services, have been corrected. The unexpired portion of the warranty shall be applicable to the repaired, replaced or corrected conforming products and/or services.

CHANGES. Buyer may at any time, by a written change order, without notice to any sureties, make changes in any one or more of the following: (i) drawings, designs, specifications, where the articles to be furnished are to be specially manufactured for the Buyer in accordance therewith; (ii) method of shipment or packing; (iii)

place or time of inspection, delivery, or acceptance; (iv) the quantity and/or type of services ordered, (v) the work or service schedules and (vi) the amount of any Buyer furnished property. If any such change causes an increase or decrease in the cost of or time required for performance of this order, whether or not changed by the order, an equitable adjustment shall be made in the price or delivery schedule or both and this order shall be modified accordingly. No claim by Seller for adjustment hereunder shall be allowed unless made in writing for a specified amount within twenty (20) days from the date notice of any such change is received by Seller. If Seller considers that the conduct, statement or direction of any of Buyer's employees constitutes a change hereunder, Seller shall notify Buyer's Subcontract Administrator and take no action on the perceived change pending written approval of Buyer's Subcontract Administrator. Only Buyer's Subcontract Administrator has authority to approve a change. Any change made by Seller without such written approval shall be deemed voluntary by Seller and not compensable in the cost of or time required for performance. Nothing in this clause shall excuse Seller from proceeding with performance of this order as changed. Notwithstanding the above or any other provision of this order, the Seller hereby agrees that no changes to the articles that may be required in order to meet the specified performance requirements of this order shall entitle the Seller to any adjustment in either price or delivery.

STOP WORK ORDERS. 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 up to ninety (90) days after delivery of such stop work order, and for any further period as the parties may agree. Immediately upon receipt of such stop work order, Seller shall comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work stoppage. At any time during such period, Buyer may, in whole or in part, either cancel the stop work order or terminate the work in accordance with subparagraph A or B of the "Termination" clause of this order. To the extent the stop work order is canceled or expires, Seller shall resume work. If a stop work order is the sole and exclusive cause of a material change in cost or delivery, an adjustment shall be made in the price (excluding profit) or the delivery schedule, or both and this purchase order modified accordingly; provided, however, that no adjustment in price or delivery shall be made under this provision if (i) the work would have been otherwise interrupted or delayed or (ii) such adjustment is available or expressly excluded under any other provision of this order. No claim for adjustment shall be allowed unless submitted to Buyer in writing in a specified amount within twenty (20) days after the work is terminated or the stop work order expires or is canceled, whichever first occurs.

TERMINATION. A. Buyer may terminate this order in whole or in part at any time by written or telegraphic notice stating the extent and effective date of such termination. In such event, the rights of the parties shall be governed by the provision of the clause set forth in Subsection 52.249.2 of the Federal Acquisition Regulations ("FAR") as in effect on the date of this order, which clause is incorporated herein by reference; provided, however, that (i) all references to "1 year" in Paragraph (d) of such clause shall be revised to read "6 months", (ii) Paragraph (i) of such clause shall be deemed to require all disputes to be resolved under Article 20 of these General Purchase Order Provisions, (iii) the "90 days" time period in Paragraph (k) of such clause shall be revised to read "45 days", and (iv) all references therein to the Government or the Contracting Officer shall mean Buyer or its designees (including the Government or its representatives if so designated by Buyer). Buyer shall have the right to audit all elements of any termination claim and Seller shall make available to Buyer or Buyer's representative on request all books, records, and papers relating thereto. B. Buyer reserves the right to terminate this order in whole or, from time to time, in part for Seller's default (i) if Seller fails or refuses to perform in accordance with any of the requirements of this order or to make progress so as to endanger performance hereunder or (ii) if Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any state or federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed articles delivered and accepted by Buyer, payment for which can be set off against damages to Buyer. Buyer may require Seller to transfer title and

deliver to Buyer any or all property produced or procured by Seller for performance of the work terminated and Seller shall be credited with the reasonable value thereof not to exceed Seller's cost or the contract price, whichever is less. Seller will be liable for damages caused by or resulting from its default including but not limited to excess costs of re-procurement. If, after a default termination, it is determined that Seller was not in default, the termination shall be considered to have been made pursuant to subparagraph A of this clause. Buyer or its designee shall have the right to audit all elements of any termination claim and Seller shall make available to Buyer or Buyer's designee on request all books, records, and papers relating thereto. Termination of the Order for default shall be without prejudice to any other rights and remedies of the Buyer under statute or common law. C. To the extent this order is not terminated pursuant to subparagraphs A or B above, Seller shall continue performance.

EXCUSABLE DELAYS. Neither party shall be in default for any delay or failure to perform hereunder due to causes beyond its control and without its fault or negligence; provided, that any delay or failure to perform caused by the default of a supplier of the Seller at any lower tier shall be excused only if it is beyond the control of both Seller and such supplier and without the fault or negligence of either and the articles to be furnished are not obtainable from other sources in sufficient time to permit Seller to meet the delivery schedule; and provided further, that Seller furnishes prompt written notice to Buyer of the occurrence of any such cause that will or may delay Seller's performance. If delivery of any article is delayed by any excusable delay for more than three (3) months, Buyer may without any additional extension cancel all or part of any Order with respect to the delayed product, and exercise any of its remedies in accordance with Article 11 (B), provided, however, that the Buyer shall not be entitled to monetary damages or specific performance where Seller's breach is the result of an Excusable Delay.

PRICES, TAXES AND NEW MATERIAL. Seller warrants that none of the articles furnished under this order are surplus, used, remanufactured or reconditioned or of such age or so deteriorated as to impair the usefulness or safety thereof, unless otherwise specifically stated on the face of this order. Unless otherwise provided on the face of this order, THE PRICES APPEARING HEREIN INCLUDE ALL PACKAGING, CRATING AND FEDERAL, STATE AND LOCAL TAXES, IF APPLICABLE, AND ARE FIRM FOR THE DELIVERY PERIOD SHOWN.

PAYMENT TERMS. Payment periods and cash discount periods will be computed from either the date of delivery or acceptance of the articles ordered or the date of receipt of correct and proper invoices prepared in accordance with the terms of the order, whichever is later. The payment date will be delayed on a day-for-day basis for any article that is delivered later than called for by the contract schedule.

SETOFF. Buyer may setoff any amount due from Seller to Buyer, whether or not under this order, from any amounts due to Seller under this order.

DESIGNS, DRAWINGS AND DATA.

A. With respect to articles for which any technical information, written, oral or otherwise, i) has been supplied to Seller by or on behalf of Buyer; or ii) Seller has designed at Buyer's expense; or iii) Seller has designed specifically to meet Buyer-furnished technical requirements (hereinafter designated "Information"), Seller, in consideration of Buyer's furnishing of such information and/or design funding, agrees that it will not use, or assist others in using, such information, design funding or tooling to develop (including obtaining a Parts Manufacturing Approval (PMA) from the Federal Aviation Administration (FAA) pursuant to Part 21.303 of the Federal Aviation Regulations (FAR) or sell such articles (or similar interchangeable or substitute articles, or parts thereof) to anyone other than Buyer, either as production, spare or repaired articles, without Buyer's prior written consent, except as provided in Paragraph C. below. Seller shall not use or disclose such information except in the performance of orders for Buyer, and, upon Buyer's request, such information and all copies thereof shall be returned to Buyer. If Seller develops, seeks a PMA or sells the articles hereunder, or

assists others in doing so, (or similar interchangeable or substitute articles, or parts thereof) to anyone other than Buyer, the burden shall be on Seller to establish that Buyer's Information, funding or tooling was not used.

B. Information prepared by Seller specifically in connection with performance of this order, including original works of authorship created by Seller, are considered "works made for hire" under U.S. Copyright Law. Buyer shall be deemed the author of such works. If any such work is determined by a court of competent jurisdiction not to be a work made for hire, this agreement shall operate as an irrevocable assignment by the author of such work to Buyer, of the copyright in the work, including all right, title and interest throughout the world.

C. Notwithstanding any other provision of this clause, such Information may be used by Seller in the manufacture of articles for direct sale to the U.S. Government to the extent the U.S. Government has the right to authorize such use and discloses to Seller that it has such right; provided that such use will not interfere with Seller's performance of this order and any other order with Buyer and provided further that Seller shall (i) give Buyer written notice of each such proposed use at least ten (10) days prior to acceptance of a contract for such articles from the U.S. Government and, in the event Buyer objects to such use, forward Buyer's objection to the U.S. Government, (ii) to the extent practicable, prominently identify each article as being manufactured by Seller in performance of contracts for the U.S. Government, (iii) advise Buyer of the method of identification used, (iv) make no claim against Buyer that arises out of the use by Seller of such Information, and (v) indemnify Buyer and hold Buyer harmless from and against any and all claims or liabilities resulting from performance of contracts for the U.S. Government. Nothing herein shall be construed as restricting the U.S. Government's use of Information which the Government owns or is authorized to use.

D. Where such Information is furnished to Seller's suppliers for use in performance of Buyer's orders, Seller shall insert the substance of this paragraph 4 in all such orders to Seller's subcontractors.

PATENT, TRADEMARK AND COPYRIGHT INDEMNITY. Seller shall indemnify and hold harmless Buyer from any and all damages, costs, including legal fees, losses, and liabilities resulting from a suit or proceeding from infringement of any patent, trademark or copyright by reason of the sale or use of any product sold to Buyer hereunder, and from reasonable expenses incurred by Buyer in defense of such suit or proceeding if Seller does not undertake the defense thereof; provided, that Seller is promptly notified of any such suit and, except for suits against the U.S. Government, Buyer offers Seller full and exclusive control of the defense of such suit or proceeding when products of Seller only are involved therein or the right to participate in the defense of such suit or proceeding when products other than those of Seller are also involved therein; except that, this indemnity shall not extend to infringement resulting solely from Seller's compliance with Buyer's specific designs, processes or formulas. In the event of an injunction or restraining order, Seller shall, at its own expense, either procure for Buyer the right to continue to sell and use the product, or replace or modify the product so that it becomes non-infringing. Seller shall also indemnify Buyer's customers and agents for such infringement if and to the extent that Buyer has agreed so to indemnify them, but to no greater extent than Seller has indemnified Buyer herein and under the same conditions as set forth herein.

INDEMNIFICATION AND INSURANCE. Seller will indemnify and save harmless Buyer, its directors, officers, employees, agents and invitees from and against all liability, demands, claims, losses, costs, damages and expenses, including but not limited to attorneys' fees, by reason or on account of property damage, death and personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with the performance of this order that is occasioned by the actions or omissions of Seller or its subcontractors or suppliers of any tier. Seller will maintain and carry liability insurance which includes but is not limited to commercial general liability (including product liability and for services to be performed, completed operations liability) in a sum no less than \$5 million, automobile liability in a sum no less than \$5 million,

workmen's compensation in an amount no less than the applicable statutory minimum requirement and employer's liability in an amount of no less than \$1 million, with insurance carriers acceptable to Buyer/Seller will, if requested by Buyer, furnish certificates of insurance from its carrier on the foregoing coverages, which shall provide that such coverage shall not be changed without thirty (30) days advance written notification to Buyer from the carrier.

KEY PERSONNEL. Seller's personnel listed or identified as Key Personnel in this Purchase Order may not be removed from the work contemplated herein, and their contribution may not be reduced from the amount contemplated herein, without consent of Qualiseal Technology. Substitutes for Key personnel must be acceptable to Qualiseal Technology, and the Seller must receive Qualiseal Technology approval prior to making the substitution.

TERMINATION OF INDIVIDUALS. Upon determination by Qualiseal Technology at any time that the performance of the Seller, or any of his employees assigned to the work hereunder, does not meet Qualiseal Technology required standards, and upon notification to the Seller of such determination, such personnel shall be directed by Seller to quit said work immediately, and thereafter shall be denied access to said work by Qualiseal Technology.

STANDARDS OF CONDUCT. Qualiseal Technology conducts its business in strict compliance with applicable laws, rules and regulations with honesty and integrity and with a strong commitment to the highest standards of business ethics. Seller agrees that he will at all times adhere to Qualiseal Technology published policies as they pertain to standard of conduct of Qualiseal Technology employees, as well as any other customary standards of business conduct including conduct prescribed by law or regulation. Seller shall, at all times, carefully comply with all rules, laws and regulations pertaining to entertainment or providing gratuities.

NOTICE TO QUALISEAL TECHNOLOGY OF LABOR DISPUTES. Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Purchase Order, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to Qualiseal Technology. Seller shall include this paragraph in each lower-tier Subcontract under this Purchase Order.

SELLER'S STATUS. It is understood and agreed that Seller and/or its employees engaged in the performance of this Purchase Order by the Seller, are not employees of Qualiseal Technology and are not entitled to Qualiseal Technology employee benefits or privileges or any payment from Qualiseal Technology (other than as expressly provided for in the Purchase Order) and the Seller shall pay the salaries or expenses, applicable taxes, including Social Security and unemployment of said employees. Seller shall also pay any expenses normally paid by an employer in connection with its employees assigned to Qualiseal Technology. The Seller is and shall be deemed to be an Independent Contractor at all times during its performance of the work specified in this Purchase Order.

FOREIGN MANUFACTURE OF U.S. MUNITIONS LIST ARTICLES. If Seller is other than a U.S. supplier and has received technical data or manufacturing drawings for articles on the U.S. Munitions List under a license from the U.S. Department of State, Office of Defense Trade Control, then the following shall apply:

A. The technical data and manufacturing drawings supplied shall be used solely for the purpose of manufacture of such Munitions List articles covered by this order.

B. Disclosure of the technical data or manufacturing drawings to any person other than subcontractors of the Seller and Seller's nationality within Seller's country that are qualified and approved by Buyer is prohibited.

C. Any qualified and approved subcontractors within Seller's country shall adhere to all of the clauses included in this order including the requirement that Seller and Seller's subcontractors destroy or return all of the technical data or manufacturing drawings furnish by Buyer under this order upon completion of this order.

D. The delivery of the Munitions List articles manufactured by Seller may be made only to Buyer, U.S. persons designated by Buyer, or agencies of the U.S. Government.

E. Seller shall return to Buyer the executed acknowledgment copy of this order indicating its agreement to all of the terms and conditions hereof for delivery to the U.S. Department of State, Office of Munitions Control under the U.S. Department of State Export License indicated on the face of this order.

COMPLIANCE WITH LAWS.

A. Seller shall comply with all applicable federal, state and local laws, executive orders, rules and regulations during performance of this order, including but not limited to, the Occupational Safety and Health Act of 1970 as amended ("OSHA"); Toxic Substances Control Act as amended ("TSCA"); the Fair Labor Standards Act of 1938 as amended ("FLSA"); the Clean Air Act as amended; the International Traffic in Arms Regulations as amended; and the Anti-Kickback Act of 1986 as amended.

B. Seller agrees to furnish information, within seven (7) days of Buyer's request, regarding payment, offer, or agreement to pay "political contributions" or "fees or commissions" (as those terms are defined at 22 C.F.R.130) with respect to any sale by the Buyer for which a license or approval is required from the Office of Defense Trade Controls, Department of State or any sale pursuant to a contract with the Department of Defense under Section 22 of the Arms Export Control Act (22 U.S.C. § 2762).

C. Seller warrants that all representations and certifications furnished by Seller as required by law or regulation in connection with this order are accurate, current and complete as of the effective date of this order, and that to Seller's knowledge no person has been paid a kickback or illegal gratuity in connection with this order. Seller agrees to indemnify and hold Buyer and its customers harmless for any loss, damage or expenses sustained because any certification or representation herein or required by law or regulation made by Seller was inaccurate, noncurrent or incomplete or due to Seller's non-compliance with any applicable law or regulation.

D. To the extent it is applicable to Seller's products, Seller shall at all times be in compliance with the Fastener Quality Act (Public Law 101-592 as amended by Public Law 105-234) as amended from time to time (the "Act"). Seller shall defend (with counsel of Buyer's choosing), indemnify and hold harmless Buyer from any and all claims, demands and causes of action brought by Buyer or by any third party against Buyer in any manner relating to Seller's failure to comply with the Act. Seller's indemnity shall include, but not be limited to, reimbursement of any costs associated with any return, recall or retrofit of parts sold under this Purchase Order which are not in compliance with the Act.

E. Supplier will adhere to the direction provided in executive order (EO) 13224, Executive Order on Terrorist Financing – blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism, effective 09/24/2001 and any subsequent changes made to it. Supplier further agrees to include this requirement in lower-tier purchase orders or subcontracts hereunder. To view the contents of the EO, please access the following website: <http://www.treas.gov/offices/enforcement/>.

RELEASE OF INFORMATION TO PUBLIC. Seller shall not, without the prior written consent of Buyer, make any release of information concerning this order or any other information related to the Buyer (other than to

Seller's employees and subcontractors that is required for the performance of their duties), including providing copies of this order or identifying the Articles sold by Seller to Buyer, nor use the name of Buyer in any advertising or publicity, except as may be necessary to comply with a subpoena or other proper mandatory legal demand.

ORDER OF PRECEDENCE. In the event of any conflict among the provisions of this order, the following order of precedence shall apply in interpreting this order:

- A. The text of the Purchase Order.
- B. Any Special or Supplemental Terms and Conditions incorporated by reference in the Purchase Order.
- C. These General Purchase Order Provisions.
- D. Other Contract Documents.

DISPUTES. Except as otherwise specifically provided in this order, any dispute concerning a question of fact and/or law arising under this order that is not disposed of by agreement of the parties shall be decided by arbitration under the rules and procedures of the American Arbitration Association. To the extent that the issue in dispute between Buyer and Seller is related to an issue in dispute between Buyer and its customer, Seller agrees to stay in arbitration proceedings until Buyer's dispute with its customer is finally resolved, either through settlement or judgment. Pending settlement or final decision of any such dispute, Seller shall proceed diligently with the performance of this order in accordance with the directions of the Buyer.

CHOICE OF LAW. The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the law of the state wherein Buyer's place of business issuing the order is located ("the State") excluding any such laws which may direct the application of the laws of another jurisdiction. Jurisdiction and venue shall be proper only in a state or federal district court of the State.

RIGHTS AND REMEDIES OF BUYER. The rights and remedies of the Buyer set forth herein shall be in addition to any other rights and remedies provided in law or equity and the failure or delay by Buyer to exercise any rights or remedies under this order shall not operate as a general waiver thereof.

NONWAIVER. No. failure by Buyer to assert its rights under any provision of this order, or failure of Seller to perform any provision of this order, shall be effective as a waiver thereof unless consented to in writing by the Buyer; nor shall any such waiver constitute an advance waiver of any other provision or failure to perform.

ASSIGNMENT AND SUBCONTRACTING. Any assignment or subcontract for a majority of the materials an/or labor by Seller of or under this order shall be void unless consented to by Buyer in writing.

HEADINGS. Headings and captions set forth in this order are for convenience of reference only and are not intended, nor do they, alter the meaning, content or enforceability of any provision hereof.

Supplemental Purchase Order Provisions Under U.S. Government Contracts

ADDITIONAL GOVERNMENT PROVISIONS. If the face of this order indicates that it is placed under a Government prime or higher tier subcontract or purchase order or does not indicate that it is placed under a commercial contract, the following provisions are applicable to this order to the extent provided herein. As used therein, "FAR" shall mean the Federal Acquisition Regulation, "DFARS" shall mean the Department of

Defense Supplement to the Federal Acquisition Regulation, "NASA" shall mean the National Aeronautics and Space Administration, "NASAFARS" shall mean the NASA Supplement to the Federal Acquisition Regulations, "DOE" shall mean the Department of Energy, "DEAR" shall mean the DOE Supplement to the Federal Acquisition Regulations, "DOT" shall mean the Department of Transportation, "TAR" shall mean the DOT Supplement to the Federal Acquisition Regulations. Government contract clauses incorporated by reference are those in effect on the date the latest Government prime contract under which this order is a subcontract; however, if Buyer does not enter into a contract with its customer until after the date of this order, such clauses are those in effect on the date of this order and Seller agrees to comply with any revised versions of the Government contract clauses cited that are set forth in Buyer's contract with its customer. The Government clauses are the FAR and DFARS clauses cited unless the Government contract number on the face of this order indicates that this order is placed under a NASA, DOE or DOT prime or higher tier subcontract, in which event the FAR and NASAFARS, DEAR or TAR clauses indicated below, respectively, "Contractor" shall mean Seller, "Contracting Officer" shall mean Buyer, "Government" shall include Buyer to the extent necessary to enable Buyer to administer this order and to perform its obligations under its Government prime contract or higher tier subcontract, and "subcontract(s)" and "subcontractor(s)" shall mean Seller's lower tier subcontract(s) and subcontractor(s), respectively.

A. COMMERCIAL ITEM/SERVICES PROCUREMENTS. If the items and/or services being procured under this order meet the definition of commercial item found in FAR 2.101, then only the following FAR clauses will apply to this order.

FAR

CLAUSE TITLE REFERENCE APPLICABILITY

Equal Opportunity 52.222-26 All

Affirmative Action for Special And Vietnam Era Disabled Veterans 52.222-35 All

Affirmative Action for Handicapped Workers 52.222-36 If this order exceeds \$2,500. Paragraph (b) (2) is revised to delete "and provided by or through the Contracting Officer" and insert "and provided upon request by the Contracting Officer through the Buyer's Purchasing Representative"

Protest After Award 52.233-3 All; Substitute "Buyer" for "Contracting Officer" and "Government" and "Seller" for "Contractor"

Buy American Act – Supplies 52.225-3 All orders where the items being procured will be delivered as end items to the U.S. Government

Buy American Act – Trade 52.225-9 All orders where the

Agreements – Balance of items being procured Payments Program will be delivered as end items to the U.S. Government

European Union Sanction for End Products 52.225-18 All orders where the items being procured will be delivered as end items to the U.S. Government

European Union Sanction for Services 52.225-19 All orders where the items being procured will be delivered as end items to the U.S. Government

Buy American Act – North American Free Trade Agreement Implementation Act – Balance of Payments Program 52.225-21

All orders where the items being procured will be delivered as end items to the U.S. Government

A. GOVERNMENT CONTRACT CLAUSES.

1. The following FAR Provisions are incorporated herein by reference as applicable unless otherwise stated on the face of this purchase order:

Covenant Against Contingent Fees 52.203-5 All

Restrictions on Subcontractor Sales to the Government 52.203-6 If this order exceeds \$100,000, subject to Articles 3 and 4 of the General Provisions of this order.

Anti-Kickback Procedures 52.203-7 If this order exceeds \$100,000, except that paragraph (c) (2) is amended by adding the following sentence: "Unless otherwise prohibited by law, Seller shall notify Buyer's Purchasing Representative whenever such a report has been made." and by revising paragraph (c) (4) by deleting "The Contracting Officer may" and inserting "To the extent that the Contracting Officer has effected an offset at the prime contract level or has directed the Buyer to withhold any sum from the Seller, Buyer may".

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions 52.203-11
If this order exceeds \$100,000

Limitation on Payments to Influence Certain Federal Transactions 52.203-12 If this order exceeds \$100,000
Security Requirements 52.204-2

If this order involves access to classified information

Protecting the Government's Interest when Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment 52.209-6 If this order exceeds \$25,000

Material Requirements 52.211-5 All

Defense Priority and Allocation Requirements 52.211-15 If this order is placed under a DOD prime or subcontract

Audit and Records-Negotiation 52.215-2 If one of the following are present: (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these; (2) For which cost or pricing data are required; or (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause

Integrity of Unit Prices 52.215-14 Alternate 1 Not applicable to commercial items

Termination of Defined Benefit Pension Plans 52.215-15 Only applicable if cost and pricing data are required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31

Waiver of Facilities Capital Cost Of Money 52-215-17 All

Reversion or Adjustment of Plans for Post Retirement Benefit (PRB) Other Than Pensions 52.215-18 Only applicable if costs and pricing data are required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31

Utilization of Small, Small

Disadvantaged and Woman-Owned Small Business Concerns 52.219-8 All

Small, Small Disadvantaged and Woman-Owned Small Business

Subcontracting Plan 52.219-9 If this order exceeds \$500,000

Convict Labor

52.222-3 All

Walsh-Healey Public Contracts Act

52.222-20

If this order exceeds

\$10,000

Certification of Nonsegregated Facilities 52.222-21 If this order exceeds \$10,000

Equal Opportunity 52.222-26 All

Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era 52.222-35

If the value of this order is \$10,000 or more

Affirmative Action for Handicapped Workers 52.222-36

If this order exceeds \$2,500

Employment Reports on Disabled Veterans and Veterans of the Vietnam Era 52.222-37 If the value of this order is \$10,000 or more

Hazardous Material Identification and Material Safety Data 52.223-3

& Alternate 1 All

Notice of Radioactive Materials 52.223-7 All

Privacy Act 52.224-2

If this order involves the design, development, or operation of a system of records on individuals

Buy American Act – Supplies 52.225-3 When this order is for an end item to be delivered to the U.S.

Government, except orders placed under a DOD prime or lower tier contract

Balance of Payments Program 52.225-7 All except orders placed under a DOD prime or higher tier contract

Duty Free Entry 52.225-10 Applies if value of order is over \$100,000

Restrictions on Certain foreign Purchases

52.225-11 All

Utilization of Indian Organizations and Indian-Owned Economic Enterprises 52.226-1 Only applicable if a sub-contracting plan has been submitted under FAR 52.219-9, but other than paragraph (g) thereof

Authorization and Consent 52.227-1

If this clause is included in the prime or higher tier contract under which this order is a subcontract

Notice and Assistance Regarding Patent and Copyright Infringement

52.227-2 If this order exceeds

\$100,000

Refund of Royalties 52.227.9 If amount of royalties reported by Seller during negotiations exceeds \$250

Filing of Patent Applications- Classified Subject Matter 52.227-10 All

Rights in Data – General 52.227-14 If this order is placed under a Government contract or subcontract other than DOD contracts and subcontracts

Additional Data Requirements 52.227-16 If this order is placed under a Government contract or subcontract other than DOD, NASA or DOE contracts and subcontracts

Commercial Computer Software--restricted rights 52.227-19 If this order is placed under a Government-Restricted Rights contract or subcontract other than DOD contracts and subcontracts

Workers' Compensation Insurance (Defense Base Act) 52.228-3

If this order is to be performed outside the United States

Workers' Compensation and War-Hazard Insurance Overseas

52.228-4 If this order is to be performed outside the United States

Insurance-Work on Government Installation 52.228-5

If this order involves

work on a Government installation

Federal, State and Local Taxes 52.229-3 All

Interest

52.232-17 All

Protest After Award 52.233-3 All

Restrictions On Severance Payments to Foreign Nationals 52.237-8 All

Change Order Accounting 52.243-6 All

Notification of Changes 52.243-7

If this order exceeds \$1,000,000

Government Property (Fixed-Price Contracts) 52.245-2 All

Special Tooling 52.245-17 If this order requires Seller to acquire special tooling the cost of which is included in the order price and this order does not identify such special tooling. As used in this clause, "Government" shall mean "Buyer"

Special Test Equipment 52.245-18 If this order requires Seller to acquire or fabricate special test equipment as defined in paragraph (a) of the referenced clause but does not specify the items to be acquired or fabricated. As used in this clause, "Government" shall mean "Buyer"

Preference for U.S.-Flag Air Carriers 52.247-63 All

Preference For Privately-Owned U.S.-Flag Commercial Vessels 52.247-64 &Alternate 1 All

Value Engineering 52.248-1

If this order is for \$100,000 or more

2. In addition, the following DFARS clauses are incorporated herein by reference as applicable if the face of this order indicates it is placed under a prime or higher tier contract with a component of the Department of Defense, or indicates that it is placed under a U.S. Government prime or higher tier contract and does not identify the Government agency which issued the prime contract:

Special Prohibition on Employment 252.203-7001 If this order exceeds \$100,000

Disclosure of Information 252.204-7000 All

Control of Government Personnel Work Product 252.204-7003 All

Acquisition from Sub- Contractors Subject to On-Site Inspection Under the Intermediate-Range-Nuclear Forces (INF) Treaty 252.209-7000 If this order exceeds \$100,000

Pricing Adjustments 252.215-7000 All

Small, Small Disadvantaged and Women-Owned Small Business Subcontracting

Plan (DOD contracts) 252.219-7003 If this order exceeds \$500,000

Safety Precautions for Ammunition and Explosives 252.223-7002 If the subcontract involves ammunition or explosives

Buy American Act and Balance of Payments Program 252.225-7001 In lieu of FAR 52.225-3 and 52.227-7 if such clauses would otherwise apply

Qualifying Country Sources as Subcontractors 252.225-7002 All

Duty-Free Entry – Qualifying

Country Supplies (end products and components) 252.225-7009 All

Duty-Free Entry – Additional Provisions 252.225-7010 All

Preference For Certain Domestic Commodities 252.225-7012 All

Preference For Domestic Specialty Metals 252.225-7014 &Alternate 1 All

Preference For Domestic Hand Or Measuring Tools 252.225-7015

If hand or measuring tools will be delivered under this order

Restriction on Acquisition of Polyacrylonitrile (PAN) based Carbon Fiber. 252.225-7022 If products contain Polyacrylonitrile Carbon Fibers

Restriction on Acquisition

of Night Vision Image Intensifier Tubes and Devices 252.225-7024 All

Restriction on Acquisition of Forgings 252.225-7025 All

Reporting of Contract Performance outside the United States 252.225-7026

If this order exceeds \$500,000 and Buyer advises Seller that this is a first tier subcontract

Exclusionary Policies and

Practices of Foreign Government 252.225-7028 All

Rights in Technical Data - Noncommercial items 252.227-7013 If this order includes delivery of technical data for a noncommercial item, component or process

Rights in Noncommercial

Computer Software and Noncommercial Computer Software Documentation 252.227-7014 If this order includes delivery of non-commercial software and related data

Technical Data-Commercial Items 252.227-7015 If this order includes delivery of technical data for a commercial item, component, or process

Identification and Assertion of Use, Release, or Disclosure Restrictions
252.227-7017 If this order includes delivery of technical data or software
Validation of Asserted Restrictions-Computer Software 252.227-7019 If this order includes delivery of software
Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends
252.227-7025 If this order includes delivery of technical data or software
Deferred Delivery of Technical Data or Computer Software 252.227-7026
If this order includes delivery of technical data or software
Deferred Ordering of Technical Data or Computer Software 252.227-7027
If this order includes delivery of technical data or software
Technical Data or Computer Software Previously Delivered to the Government 252.227-7028 If this order includes delivery of technical data or software
Certification of Technical Data Conformity 252.227-7036 If this order includes delivery of technical data

Validation of Restrictive Markings on Technical Data 252.227-7037
If this order includes delivery of technical data
Accident Reporting and
Investigation Involving Aircraft, Missiles, and Space Launch Vehicles 252.228-7005 All
Supplemental Cost Principles 252.231-7000 All
Frequency Authorization 252.235-7003 If radio frequency authorization required
Material Management and Accounting System 252.242-7004 If Seller meets the requirements of this clause
Engineering Change Proposals 252.243-7000 All
Warranty of Data 252.246-7001 All
Transportation of Supplies by Sea 252.247-7023 If this order exceeds \$100,000
Notification of Transportation of Supplies by Sea 252.247-7024 If this order exceeds \$100,000

3. In addition, if this order is placed under a prime or higher tier contract with NASA, the following NASA FAR clauses are incorporated herein by reference as applicable unless otherwise provided on the face of this order:

Use of Rural Area Small Businesses 1852.219-5 All
Safety and Health 1852.223-70 If the value of this order exceeds \$1,000,000 or this order involves the use of hazardous materials or operations
Frequency Authorization 1852.223-71 All
Rights in Data-General 1852.227-14 If this order includes delivery of technical data or software
Commercial Computer Software-Restricted Rights 1852.227-19
If this order includes delivery of technical data or software.
Engineering Change Proposals 1852.243-70 All
Geographic Participation In the Aerospace Program 1852.244-70 If this order exceeds \$100,000
Financial Reporting of NASA Property in the custody of Contractors 1852.245-73 All

4. In addition, if this order is placed under a prime or higher tier contract with DOE, the following DEAR clauses are incorporated herein by reference as applicable unless otherwise provided on the face of this order:
Security 952.204-2 All
Classification/Declassification 952.204-70 All
Sensitive Foreign Nation Controls 952.204-71 All
Foreign Ownership, Control, or Influence Over Contractor 952.204-74 If this order involves access to classified information or special nuclear material
Printing 952.208-70 All
Organizational Conflict of Interest 952.209-72

If value exceeds simplified acquisition threshold IAW FAR Part 13 and involving performance of advisory and assistance services per FAR 37.201

Priorities and Allocations for Energy Programs (Contracts)

952.211-71 Alternate 1 If this order is in support of an authorized DOE atomic energy program

Priorities and Allocations (Domestic Energy Supplies) 952.211-71

If this order is in support of a program to maximize the domestic energy reserves

Government Property (Fixed Price Contracts) 952.245-2 All

5. In addition, if this order is placed under a prime or higher tier contract with DOT, the following TAR clauses are incorporated herein by reference as applicable unless otherwise provided on the face of this order:
Disclosure of Conflicts of Interest 1252.209-70 All
Accident and Fire Reporting 1252.223-71 All

C. SPECIAL LABOR PROVISIONS.

The following clauses are incorporated herein by reference to the extent they are included in Buyer's prime or higher tier subcontract under which this order is placed. 1. SERVICE CONTRACT ACT OF 1965, FAR 52.222-41. As used therein, "Contractor" shall mean Seller except in the term "Government Prime Contractor".

2. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION – FAR52.222-4. As used therein, "Contractor" shall mean Seller except in the term "Prime Contractor." Buyer reserves the right to withhold out of monies payable to Seller an amount equal to that withheld by the Contracting Office under the Buyer's prime or higher tier subcontract pursuant to the "Withholding of Funds" clause for any liabilities, acts or omissions of Seller or its subcontractor(s).

D. COST OR PRICING DATA. If the Seller is required to furnish a Certificate of Current Cost or Pricing Data substantially in conformance with the form prescribed in FAR Subsection 15.406-2 in connection with the pricing of this order or any change thereto or modification thereof, the following FAR clauses are incorporated herein by reference: PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA, FAR 52.215-10; PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS, FAR 52.215-11; SUBCONTRACTOR COST OR PRICING DATA, FAR 52.215-12; SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS, FAR 52.215-13 In addition, upon request by Buyer's personnel, Seller agrees to disclose complete, accurate and current cost or pricing data to Buyer in support and prior to the conclusion of Buyer's negotiations with the U.S. Government if this order is issued under a U.S. Government prime contract and the Truth In Negotiations Act requires disclosure of Seller's cost or pricing data prior to the agreement on the order without regard to the date on which Seller and Buyer enter into this order. Seller agrees to furnish and require its lower tier subcontractors to furnish cost or pricing data as defined in Table 15-2 of FAR 15.408, or other form prescribed by Buyer, and a Certificate of Current Cost or Pricing Data substantially in conformance with the form set forth in FAR Subsection 15.406-2 in connection with the pricing of any change to or modification of this order if required by Buyer. Seller agrees to indemnify and hold Buyer harmless from and against any loss or damage Buyer may incur which arises out of or results from any failure of Seller or Seller's actual or prospective subcontractors or vendors, at whatever level, to comply with any of the foregoing provisions. E. COST ACCOUNTING STANDARDS. Unless the face of this order indicates it is exempt from Cost Accounting Standards provisions, the following provisions apply:

1. Seller shall comply with the provisions of FAR clause 52.230-2 "Cost Accounting Standards," (excluding subparagraph (b) thereof), hereby incorporated herein by reference or, if the face of this order so indicates, FAR clause 52.230-3, "Disclosure and Consistency of Cost Accounting Practices," (excluding subparagraph (b) thereof), hereby incorporated herein by reference; provided, however, that, in lieu of submission of a Disclosure Statement to Buyer as may be required by either of said clauses, Seller may, as appropriate, submit

a Certificate of Previously Submitted Disclosure Statement or a Certificate of Submittal of Disclosure Statement Containing Privileged Information as contained in Buyer's form approved for that purpose.

2. Seller shall comply with the provisions of FAR clause 52.230-6 "Administration of Cost Accounting Standards", hereby incorporated herein by reference.

3. As used herein and in the clauses incorporated herein by reference, the Cost Accounting Standards applicable shall be those in effect on the date of this order or the date of final agreement on price as shown on Seller's "Certificate of Current Cost or Pricing Data", if applicable.

4. In the event the Government Contracting Officer of the prime contract under which this order is issued determines that the Government incurred any increased costs under the prime contract because Seller or a lower tier subcontractor failed to comply with an applicable Cost Accounting Standard, rule or regulation of the Cost Accounting Standards Board or any other provision of this Cost Accounting Standards clause, and, as a result, the prime contract price or the price of this order is reduced pursuant to the Cost Accounting Standards clause in the prime contract, or, where the prime contract is on other than a firm fixed price basis, if the price of this order is disallowed in whole or in part, then the price of this order shall be appropriately reduced and this order shall be modified in writing as may be necessary to reflect such reduction.

5. Seller agrees to indemnify and save Buyer harmless from and against any loss, damage, liability or expenses caused by any failure of Seller or Seller's lower tier subcontractors or vendors to comply with any of the foregoing provisions.

F. PATENT CLAUSES. If this order contemplates or has as one of its purposes experimental developmental, research, design or engineering work, the following clauses set forth in the indicated Subsections of the FAR and the NASAFARS are, to the extent that such clauses are included in Buyer's prime or high tier subcontract under which this order is placed, incorporated herein by reference: PATENT RIGHTS-ACQUISITION BY THE GOVERNMENT, FAR 52.227-13; PATENT RIGHTS-RETENTION BY CONTRACTOR (LONG FORM), FAR 52.227-12; PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM) FAR 52.227-11; PATENTS-SUBCONTRACTS, DFARS 252.227-7034; NEW TECHNOLOGY, NASAFARS 1852.227-70; PATENT RIGHTS-RETENTION BY THE CONTRACTOR (Short Form), NASAFARS 1852.227-11; DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE, NASAFARS 1852.227-72.

G. CLEAN AIR AND WATER. Seller shall comply with the provisions of FAR clause 52.223-2 if this order is over \$100,000 or is of indefinite quantity and expected to exceed \$100,000, or if Seller's facility to be used in connection with this order has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857 c-8 (c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319 (c)) and is listed by the EPA, or this order is not otherwise exempt. Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (including reasonable attorneys' fees), or liability resulting from any failure of the Seller or his lower tier subcontractors to comply therewith.

H. CERTIFICATION OF CLAIMS. Seller shall provide a certification of any claim or request for adjustment submitted by it that forms the basis of a claim or request for adjustment submitted to the Government or Buyer's customer by the Buyer. Seller's certification shall be in the form and signed by the appropriate official of the Seller as set forth in the "Disputes" clause, FAR 52.233-1, as directed by the Buyer. Sellers shall provide such certification upon request by the Buyer for any such claim or request for adjustment regardless of the value thereof. Seller shall indemnify and hold harmless the Buyer for any liability or reduction in Buyer's claim or request for adjustment to its customer resulting from any false or fraudulent statement or certification submitted by Seller in connection with this order.

I. PROCUREMENT CERTIFICATIONS

1. By acceptance and performance of this order, Seller shall submit the certification required in paragraph (b) of FAR 52.203-11, "Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions", for all procurements over \$100,000.
2. By acceptance and performance of this order, Seller certifies that, except as previously disclosed in writing to Buyer's Purchasing Representative executing this order, neither Seller or its principals is presently debarred, suspended or under consideration for debarment by the Federal Government.
3. If any of the above certifications shall cease to be correct and accurate at any time during performance of this order, Seller shall immediately notify the Buyer's Purchasing Representative having cognizance over this order. Seller agrees that any failure to accurately certify, or any adverse change in such certification shall be grounds for terminating this order for Seller's default. Seller agrees to indemnify and hold harmless Buyer for any losses, damages, fines or penalties imposed as the result of any of the above certifications being false.

J. APPLICABILITY OF FEDERAL PROCUREMENT LAW. This order shall be governed by and construed in accordance with the law of U.S. Government contracts as set forth by statute and applicable regulations, and by decisions by appropriate courts and Boards of Contract Appeals. To the extent that the law referred to in the foregoing sentence is not determinative of an issue arising out of the provisions of this order, recourse shall be the law of the state wherein Buyer's place of business issuing this order is located.