

Terms and Conditions for Purchase Orders

Issued by HDL Research Lab Inc

Revision D April 19, 2010

1. Terms and Conditions that apply to all Purchase Orders issued by HDL Research Lab Inc as Buyer.

1.1. Warranty. The Seller warrants to the Buyer and to Purchasers of the Buyer's products that at the time of delivery the goods called for by the Order will be free from defects in material and workmanship and will be suitable for the purpose intended whether expressed or reasonably implied. The Seller shall provide and assign to Buyer any and all Seller and vendor warranties as applicable and to which Seller is itself entitled to on items to be delivered under this Purchase Order.

1.2. Changes. No modification of the Order shall be binding on the Buyer unless made in writing by a formal Purchase Order modification or Purchase Order amendment. Buyer may at any time by written Order and without notice to sureties or assignees, make changes within the general scope of the Order, in any one or more of the following: (i) drawings, designs or specifications; (ii) method of shipping or packing, and (iii) place of delivery. The right to exercise an option to purchase an additional quantity of items consistent with the other terms of the Order, the schedule, and the price is reserved for a quantity of 50 to 100% of the original Order quantity. Such option can be exercised until such time that delivery of all items under the Order is complete.

1.3. Inspection.

1.3.1. The Seller shall comply with any specifications stated on the face of the Order, or included by reference or attachment to the Order and with applicable Army, Navy, Air Force and NASA specifications. Seller shall provide and maintain an inspection system acceptable to the Buyer. The Seller shall, upon request, furnish the Buyer with a report of details of material and workmanship inspections, certified by an authorized representative of the Seller. At a minimum, the inspection system shall meet the standards in the referenced prime contract. All measuring and test equipment utilized for acceptance purposes shall be currently calibrated and traceable to the National Bureau of Standards or its successor.

1.3.2. The Buyer and representatives of the Buyer's customers shall have the right to inspect and test all material and workmanship at all times and places including, when practicable, during manufacture.

1.3.3. The Buyer shall have the right to reject after inspection any of such goods which are defective. All such rejected items shall be returned to the Seller, for credit, refund, or replacement.

1.4. Assignment. Except as herein otherwise expressly provided, neither the Order nor any interest hereunder, nor any sums becoming due to the Seller by reason hereof shall be assignable by the Seller without the prior written consent of the Buyer; provided, however, that the claims for money due or to become due to the Seller from the Buyer arising out of the Order may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, provided that any such assignment shall conform with each of the following conditions:

1.4.1. Such assignment shall be duly authorized, shall cover all amounts payable under the Order and not already paid, shall not be made to more than one party, shall not be subject to further assignment and shall be subject to reduction and setoff of any indebtedness or other claim which the Buyer may have against the Seller, however and whenever arising.

1.4.2. No such assignment shall be effective unless and until the assignee shall have filed written notice of the assignment together with a true copy of the instrument of assignment, with the Buyer, and with any other person entitled thereto by law, nor until the Seller (if a corporation) shall have furnished the Buyer with a certified copy of the resolution of Seller's board of directors, signed by the secretary, under the corporate seal authorizing such assignment, or (if the Seller is not a corporation) shall have furnished the Buyer with suitable documentary evidence of Seller's authority so to assign.

1.4.3. In no event shall copies of the Order or of any plans, specifications, or other similar documents relating to work under the Order, if marked "secret", "confidential", "restricted", and/or "proprietary" be furnished to any assignee of any claim arising under the Order to any person not entitled to receive the same; provided that a copy of any part or all of the Order so marked may be furnished, or any information contained herein may be disclosed to such assignee upon the prior written authorization of the Buyer and the cognizant contracting officer.

1.5 Buyer retains title to any and all data delivered or transmitted to Seller and furthermore Seller shall return such data, upon written request from Buyer. The Seller shall limit the use of this data to the performance of the Order and shall not disclose the contents thereof to any person outside of the Seller's organization, except as provided for herein.

1.6. Patent indemnity.

1.6.1. The Seller agrees to indemnify and save harmless the Buyer and each subsequent Purchaser or user of the goods sold to the Buyer under the Order, except as to goods manufactured according to a design furnished by the Buyer from any suit or action alleging that the manufacture, use, or sale of said goods infringes any United States patent. The Buyer agrees to give the Seller notice of any such suit or action promptly after notice is received by the Buyer and the Seller agrees to conduct, at its own expense, the entire defense thereof; provided, however, that the Buyer may, at its own election and expense, at any time take over from the Seller any such defense and the Seller shall thereby be released from its obligation under this condition 1.6.

1.6.2. If the Order indicates that it is placed under a United States Government contract, the indemnification set forth in this condition 1.6.1 above shall extend to the United States of America only if and to the extent that the United States of America is required to be indemnified by the Buyer.

1.7. Cancellation. HDL retains the right to cancel the Order by either of the following methods, as applicable (a) by mutual written agreement of the parties hereto; or (b) unilaterally by HDL at any time prior to shipment of all of the items covered hereby. HDL may terminate the Order in whole or in part, by written, telegraphic, facsimile or electronic notice. Payment and liability shall be limited to all items Ordered and heretofore shipped, the proportion of the Purchase price applicable thereto, less previous payments thereon and all unshipped items Ordered hereby, the proportionate Purchase value of the work actually theretofore completed for work-in-process and the cost of special order material and special parts which are not normally used in Seller's business less any previous payments thereon, following which Seller shall transfer title to all unshipped items. There will be no restocking charge for items not actually shipped to Buyer.

1.8 Delivery. In the event that delivery as stated in the Purchase Order cannot be met, Seller is required to notify Buyer and submit a revised delivery schedule with an explanation for approval within ten (10) days of when it first anticipates late delivery. The Buyer reserves the right to terminate the Order, without any liability, for default, if either the new schedule is unacceptable, the delay inexcusable, or if the Seller fails to notify the Buyer of the delay in delivery prior to delivery being due. In the event that materials are not promptly delivered to Seller by lower tier vendors, Seller shall request of Buyer procurement assistance. The only excusable delays are those recognized under FAR 52.249-8(c) & (d).

1.9. Subcontracting. Seller agrees it will not enter into a subcontract for the procurement of items covered by the Order in completed or substantially completed form without first obtaining the written approval of the Buyer. Distributors are excluded from this requirement.

1.10. Material and equipment.

1.10.1. If provision is made on the face of the Order for the furnishing by the Buyer to the Seller of any materials to be used in connection with the performance of the Order, such materials will be delivered to the Seller in sufficient time as stated by Buyer to enable Seller to meet the delivery dates for the articles to be furnished to the Buyer under the Order. The Buyer shall have no liability to the Seller by reason of any delay in delivery or failure to deliver such materials; provided, however, that if as a result of such delay or failure, the Buyer shall terminate the Order, it shall be terminated for the convenience of the Buyer and settlement shall be made as provided in paragraph 1.7 hereof.

1.10.2. Title to any materials furnished by the Buyer to the Seller shall remain in the Buyer. The Seller is directed not to carry insurance (nor to include the premiums thereon as an element in the price of the articles to be furnished to the Buyer) against loss or damage to the Buyer's interest in such materials by reason of fire, extended coverage, riot or civil commotion. The risk of loss or damage to such materials from any other cause from the time of delivery to the Seller to the time of redelivery to the Buyer shall be borne by the Seller.

1.10.3. The Seller shall not be required to account to the Buyer for the proceeds from the sale of scrap generated during the performance of the Order by the processing of materials furnished by the Buyer; provided, however, that the Seller shall replace by Purchase from Buyer at the Buyer's prices, then current, any materials lost or damaged because of spoilage, breakage, or defective workmanship in excess of any allowance made therefore by the Buyer. Upon completion of the Order any of the materials furnished by the Buyer and not consumed in performance of the Order shall be disposed of in accordance with instructions from the Buyer.

1.10.4. Nothing in this paragraph 1.10 shall apply to machinery, tools, or other capital equipment that may have been loaned or leased by the Buyer to the Seller.

1.10.5 When the Buyer furnishes any material, in whole or in part for the manufacture of parts or assemblies, the Seller shall not substitute material from any other source nor shall the Seller alter its physical or chemical properties except in accordance with applicable Buyer specifications or except with the Buyer's written approval.

1.10.6 Seller shall ensure that Counterfeit Work is not delivered to Buyer. Seller shall only purchase products to be delivered or incorporated as Work to Buyer from the OCM/OEM (Original Component Manufacturer/Original Equipment Manufacturer) or through an authorized distributor. Seller shall immediately contact Buyer with any facts if Seller becomes aware or suspects that it has provided Counterfeit Work to Buyer. In the event that Work delivered under this contract constitutes or includes Counterfeit Work, Seller shall, at its expense, promptly replace the Counterfeit Work with Genuine Work.

1.10.7 Seller shall provide notice to Buyer of any change to the material, process(es) used to produce the material, or obsolescence of the material. A notice of obsolescence shall be provided as soon as practical but not less than 60 days before product discontinuation unless a suitable alternative is made commercially available.

1.10.7.1 For Non-Commercial Off The Shelf (COTS) items only. Seller agrees that the Work produced internally and/or the Work procured from sub-tier suppliers under this Contract shall comply with the following requirements unless a documented request for change is approved by the Buyer.

- a. Work shall not be moved from the original location of manufacture to another location.
- b. Where first article inspection is required, work shall not be moved from the original location where the Work was produced at the time of first article inspection acceptance.
- c. No changes shall be made to the design, manufacturing processes, materials or activities that affect form, fit or function.
- d. A form, fit or function analysis shall be performed and included with any request for change.

1.10.7.2 For Non-Commercial Off The Shelf (COTS) items only. Seller agrees to deliver, at Buyer's request, all data which seller uses to manufacture the item(s) in the event that the Seller discontinues the manufacture of the item(s) deliverable under this purchase order for any reason, including the same or dissolution of his business. For the purpose of this provision, data means all drawings, prints, specifications and the design and manufacturing data packages. These obligations shall survive the completion of this purchase order.

1.11. Compliance. The Seller shall warrant that the goods called for by the Order have been or will be produced in compliance with the Fair Labor Standards Act of 1938 (29 U.S. Code 201-219) and any amendments thereto and so far as applicable to the Order, the Walsh-Healey Public contracts act (41 U.S. Code 35-45) and any amendments thereto, as well as with the provision of any other Federal law with respect to labor relations, minimum wages and hours of employment now in effect or hereafter enacted including p.l.87-581 Work Hours Act of 1962-overtime compensation, and with any and all rules and regulations issued under each and every such act. The Seller agrees that this warranty may be considered as the certificate contemplated by the amendment dated October 26, 1949, to the Fair Labor Standards Act of 1938. Seller of machinery or equipment herein listed on this Purchase Order asserts and warrants to the Buyer that the machinery and/or equipment used complies with all applicable standards of the William-Steiger Occupational Safety and Health Act of 1970. Seller shall comply with applicable federal, state, or local Laws, rulings, regulations, and Orders pertaining thereto in effect on the date of the Order.

1.12. Indemnification. To the fullest extent permitted by law, the Seller shall indemnify and hold harmless the Buyer from and against claims, damages, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the items under this Purchase Order the extent caused in whole or in part by intentional or negligent acts or omissions of the Seller, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Seller shall defend, protect, indemnify and save harmless the Contractor from and against all claims, liabilities, losses, damages or expenses, including attorney's fees arising out of any actual or alleged infringement of any patent or license covering any article purchased hereunder. Seller waives all rights of subrogation against Contractor.

1.13. Other rights and remedies and applicable law. The rights and remedies herein reserved to the Buyer shall be cumulative and additional to any other or further rights and remedies provided in law or equity and all the rights and obligations of the parties shall be governed and construed by the laws of the State of Texas without regards to conflicts of laws provisions. Venue shall be exclusively in Washington County for state court or in federal court in the United States District Court for the Western District of Texas. At the sole election of Buyer, any dispute will be decided by binding arbitration under the American Arbitration Association. All AAA hearings will be held in Brenham, Texas. If litigation has already been filed, Seller agrees to abate such action upon written notification of Buyer's election. Buyer is entitled to attorney's fees for the successful defense of any action.

1.14. Release of information and advertising. Seller shall not, without prior written consent of the Buyer make any disclosure, news release or public announcement, denial or confirmation of same, of any part of the subject matter of the Order, or in any manner advertise or publish the fact that the Seller has supplied or contracted supply to the Buyer the items mentioned herein except as may be required to perform the Order. Disclosure of price and schedule for new direct Orders to authorized government sources are exempt from this restriction unless otherwise indicated by Buyer.

1.15. Shipping and Billing Instructions.

1.15.1. Seller shall not make any separate charges for packaging, packing, boxing, or freight as the Buyer will not allow such charges unless expressly agreed to in writing. Such costs are included in the price contained in the order.

1.15.2. Seller shall clearly and legibly mark the number of this Purchase Order on all containers for goods shipped pursuant to the Order and on all packing slips and bills of lading relating hereto.

1.15.3. When shipping, Seller shall make no declaration of value to the carrier, except where shipment is subject to released value ratings. In these cases, release shipment at lowest rating. Buyer shall reject all charges associated with Seller's non-compliance with this requirement.

1.15.4. Seller shall render a separate invoice in duplicate no earlier than the day of each shipment made pursuant to the Order and indicate thereon the number of the Order.

1.16. Order of precedence. In the event of an inconsistency in the Purchase Order, and/or with any referenced provision, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following Order: (a) the purchase order schedule, (b) the terms and conditions, (c) the other provisions of the Purchase Order whether incorporated by reference or otherwise, and (d) the specifications or drawings.

1.17 This Purchase Order is intended by the Buyer and Seller as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the Buyer and Seller and no usage of the trade shall be relevant to supplement or explain any terms used in this Purchase Order.

1.18 Acceptance or acquiescence in a course of performance rendered under this Purchase Order shall not be relevant to determine the meaning of the Purchase Order even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection, unless the purchase order is modified in writing by formal modification to change the provision.

1.19 The Purchase Order, including these terms and conditions, and all referenced documents, becomes a binding contract, as defined herein, when it is accepted either by acknowledgment, commencement of effort, or delivery and represents the entire contract.

If noted on the face of the Purchase Order, the transaction is exempt from sales tax, Permit 1-74-1963264-5.

1.20 If marked “*”, the Purchase Order is a Rated Order Certified for National Defense use, and you are required to follow all the provisions of the Defense Priorities and Allocations System Regulation, (15 CFR Part 700.) The DMS Rating and applicable Government Contract Number (GCN) are listed on the face of the Order.

1.21 Delivery. Time is of the essence in the performance of the Order.

1.22 Acceptance of this Purchase Order is expressly limited to the terms of this Purchase order pursuant to Texas Business and Commerce Code, Section 2.207(b). No additional terms in any invoice or any other form other than this Purchase Order will become part of the agreement between HDL and the Seller unless agreed to in writing by HDL in the form of a formal amendment to this Purchase Order. Seller agrees that any terms or conditions on Seller's documents will be null and void until specifically incorporated into this Purchase Order by written amendment.

2. Additional Terms and Conditions that apply to all Purchase Orders issued by HDL Research Lab Inc as Buyer which reference a contract flowed down from the U.S. Government.

2.1. Special U.S. Government Provisions. If the Order is placed pursuant to a Government prime contract or subcontract referenced by a number or otherwise in this Purchase Order, in addition to those requirements set forth in Section 1. Hereof, the following Contract clauses as set forth in the Federal Acquisition Regulation (FAR) are incorporated herein and are applicable hereto by this reference except for those contract clauses which are not applicable under FAR or because of the language of the clauses themselves because of the dollar value of the Order. Where necessary to make the context of these clauses applicable to the Order, the term “Contractor” shall mean “Seller”, the term “Contract” shall mean the Order and the terms “Government”, “Contracting Officer” and equivalent phrases shall mean “Buyer”. All referenced FAR paragraph numbers refer to current revisions in effect as of the date of the respective Government prime contract including any modifications to the prime contract in effect at the time of this Purchase Order. Copies of the FAR may be obtained from the Government Printing Office, Washington, D.C.

2.2. Any reference in the below listed contract clauses to the “disputes” clause is inapplicable to this Purchase Order and all such references are hereby deleted.

2.3. Claims pursuant to FAR 52.249-2 shall be submitted not later than three (3) months from the effective date of termination and termination inventories shall be due in thirty (30) days.

2.4. FAR Clauses. The following clauses are applicable to this Purchase Order to the extent specified in the FAR. The date of the clause is the date in effect at the time the Purchase order is entered into, unless the Purchase Order provides for a different version.

52.202	-	1	Definitions
52.203	-	3	Gratuities
52.203	-	5	Coverage Against Contingent Fees
52.203	-	6	Restrictions on Subcontractor Sales to the Government
52.203	-	7	Anti-Kickback Procedures
52.203	-	8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
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
52.203	-	12	Limitation on Payments to Influence Certain Federal Transactions
52.204	-	2	Security Requirements
52.204	-	9	Personal Identity Verification of Contractor Personnel
52.209	-	5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
52.209	-	6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
52.211	-	5	Material Requirements
52.211	-	14	Notice of Priority Rating for National Defense Use
52.211	-	15	Defense Priority and Allocation Requirements
52.211	-	16	Variations In Quantity
52.212	-	13	Stop Work Order
52.212	-	15	Government Delay of Work
52.215	-	1	Examination of Records by Comptroller General
52.215	-	2	Audit
52.215	-	10	Price Reduction for Defective Cost or Pricing Data
52.215	-	11	Price Reduction for Defective Cost or Pricing Data - Modifications
52.215	-	12	Subcontractor Cost or Pricing Data
52.215	-	13	Subcontractor Cost or Pricing Data - Modifications
52.215	-	14	Integrity of Unit Prices
52.215	-	14	Alt 1 - Integrity of Unit Prices
52.215	-	15	Pension Adjustments and Asset Reversions
52.215	-	16	Facilities Capital Cost of Money
52.215	-	17	Waiver of Facilities Capital Cost of Money
52.215	-	18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions
52.215	-	19	Notification of Ownership Changes
52.215	-	20	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data
52.215	-	21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data - Modification
52.219	-	8	Utilization of Small and Small Disadvantaged Business Concerns
52.219	-	9	Small, Small Disadvantaged, and Woman Owned Small Business Subcontracting Plan
52.219	-	16	Liquidated Damages - Subcontracting Plan
52.222	-	1	Notice to the Government of Labor Disputes
52.222	-	3	Convict Labor
52.222	-	4	Contract Work Hours and Safety Standards Act - Overtime
52.222	-	20	Walsh-Healey Public Contracts Act
52.222	-	21	Prohibition of Segregated Facilities
52.222	-	22	Previous Contracts and Compliance Reports
52.222	-	25	Affirmative Action Compliance
52.222	-	26	Equal Opportunity
52.222	-	35	Affirmative Action for Disabled Veterans and Veterans of Vietnam Era
52.222	-	36	Affirmative Action for Handicapped Workers
52.222	-	37	Employment Reports on Disabled Veterans and Veterans of Vietnam Era
52.222	-	39	Notification of Employee Rights Concerning Payment of Union Dues or Fees
52.222	-	50	Combating Trafficking in Persons
52.223	-	2	Clean Air and Water

52.223	-	3	Hazardous Material Identification and Material Safety Data
52.223	-	5	Pollution Prevention and Right-To-Know Information
52.223	-	7	Notice of Radioactive Materials
52.223	-	11	Ozone-Depleting Substances
52.223	-	13	Certification of Toxic Chemical Release Reporting
52.223	-	14	Toxic Chemical Release Reporting
52.224	-	1	Privacy Act Notification
52.224	-	2	Privacy Act
52.225	-	1	Buy American Certificates
52.225	-	3	Buy American Act – Supplies
52.225	-	5	Trade Agreements
52.225	-	7	Balance of Payments Program
52.225	-	8	Duty Free Entry
52.225	-	10	Duty-Free Entry
52.225	-	11	Restrictions on Certain Foreign Purchases
52.225	-	13	Restrictions on Certain Foreign Purchases
52.227	-	1	Authorizations and Consent
52.227	-	2	Notice and Assistance Regarding Patent & Copyright Infringement
52.227	-	3	Patent Indemnity
52.227	-	6	Royalty Information
52.227	-	9	Refund of Royalties
52.227	-	11	Patent Rights - Retention By the Contractors (Short Form)
52.227	-	12	Patent Rights - Retention by Contractor (Long Form)
52.227	-	14	Rights in Data - General
52.227	-	15	Representation of Limited Rights Data and Restricted Computer Software
52.227	-	16	Additional Data Requirements
52.228	-	3	Worker's Compensation Insurance (Defense Base Act)
52.229	-	3	Federal, State, and Local Taxes
52.229	-	4	Federal, State, and Local Taxes (Noncompetitive Contract)
52.230	-	2	Cost Accounting Standards
52.230	-	3	Disclosure and Consistency of Cost Accounting Practices
52.230	-	5	Cost Accounting Standards - Educational Institutions
52.230	-	6	Administration of Cost Accounting Standards
52.232	-	1	Payments
52.232	-	8	Discounts for Prompt Payment
52.232	-	9	Limitation on Withholding of Payments
52.232	-	11	Extras
52.232	-	17	Interest
52.232	-	23	Assignment of Claims
52.233	-	3	Protest After Award
52.234	-	1	Industrial Resources Developed Under Defense Production Act Title III
52.236	-	13	Accident Prevention
52.237	-	2	Protection of Government Buildings, Equipment, and Vegetation
52.242	-	13	Bankruptcy
52.242	-	15	Stop-Work Order
52.242	-	15	Alt 1 - Stop-Work Order
52.243	-	1	Changes
52.243	-	6	Change Order Accounting
52.243	-	7	Notification of Changes
52.244	-	1	Subcontracts
52.244	-	5	Competition in Subcontracting
52.244	-	6	Subcontracts for Commercial Items
52.245	-	2	Government Property (Fixed Price Contracts)
52.245	-	17	Special Tooling
52.245	-	18	Special Test Equipment

52.245	-	19	Government Property Furnished "As-Is"
52.246	-	1	Contractor Inspection Requirements
52.246	-	2	Inspection of Supplies
52.246	-	4	Inspection of Services
52.246	-	7	Inspection of Research and Development – Fixed Price
52.246	-	11	High Level Contract Quality Requirements (Government Specification)
52.246	-	15	Certificate of Conformance
52.246	-	16	Responsibility for Supplies
52.246	-	17	Warranty of Supplies of a Noncomplex Nature
52.246	-	18	Warranty of Supplies of a Complex Nature
52.246	-	23	Limitation of Liability
52.247	-	34	F.O.B. Destination
52.247	-	63	Preference for U.S. Flag Air Carriers
52.247	-	64	Preference for Privately Owned U.S. Flag Commercial Vessels
52.248	-	1	Value Engineering
52.249	-	2	Termination for Convenience
52.249	-	8	Default
52.249	-	9	Default (Fixed Price Research and Development)
52.249	-	14	Excusable Delay
52.253	-	1	Computer Generated Forms
252.203	-	7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies
252.204	-	7000	Disclosure of Information
252.211	-	7000	Acquisition Streamlining
252.215	-	7000	Pricing of Adjustments
252.217	-	7302	Change In Plant Locations
252.219	-	7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)
252.222	-	7006	Combating Trafficking in Persons
252.223	-	7013	Duty-Free Entry
252.223	-	6	Drug-Free Workplace
252.223	-	7001	Hazard Warning Labels
252.223	-	7004	Drug Free Work Force
252.225	-	7000	Buy American Act Balance of Payments Programs Certificate
252.225	-	7001	Buy American Act and Balance of Payments Program
252.225	-	7002	Qualifying Country Sources as Subcontractors
252.225	-	7005	Identification of Expenditures in the United States
252.225	-	7006	Quarterly Reporting of Actual Contract Performance Outside of the United States
252.225	-	7007	Prohibition on Acquisition of United States Munitions list items from Communist Chinese military
252.225	-	7012	Preference for Certain Domestic Commodities
252.225	-	7013	Rights in Technical Data - Non-Commercial Items
252.225	-	7014	Preference for Domestic Specialty Metals OR
252.225	-	7014	Alt 1 - Preference for Domestic Specialty Metals (if specified in the QRCs)
252.225	-	7015	Preference for Domestic Hand and Measuring Tools
252.225	-	7025	Restriction on the Acquisition of Forgings
252.225	-	7035	Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program Certificate
252.225	-	7036	Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program
252.225	-	7040	Contractor Personnel Supporting a Force Deployed Outside the United States
252.226	-	7001	Utilization of Indian Organizations, etc.
252.227	-	7013	Rights in Technical Data – Non-commercial Items
252.227	-	7014	Rights in Non-Commercial Computer Software and Non-Commercial Computer Software Documentation
252.227	-	7015	Technical Data – Commercial Items
252.227	-	7017	Identification and Assertion of Use, Release, or Disclosure Restrictions
252.227	-	7019	Validation of Asserted Restrictions - Computer Software
252.227	-	7022	Government Rights (Unlimited)
252.227	-	7025	Limitation on the Use or Disclosure of Government Furnished Information Marked With Restrictive Legends

252.227	-	7026	Deferred Delivery of Technical Data or Computer Software
252.227	-	7027	Deferred Ordering of Technical Data or Computer Software
252.227	-	7028	Technical Data or Computer Software Previously Delivered to the Government
252.227	-	7030	Technical Data - Withholding of Payment
252.227	-	7034	Patents – Subcontract
252.227	-	7036	Declaration of Technical Data Conformity
252.227	-	7037	Validation of Restrictive markings on Technical Data
252.228	-	7001	Ground and Flight Risks
252.228	-	7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicle
252.229	-	7000	Invoices Exclusive of Taxes or Duties
252.231	-	7000	Supplemental Cost Principles
252.243	-	7001	Pricing of Contract Modifications
252.244	-	7000	Subcontracts for Commercial Items and Commercial Components
252.245	-	7001	Reports of Government Property
252.246	-	7001	Warranty of Data
252.247	-	7022	Representation of Extent of Transportation by Sea
252.247	-	7023	Transportation of Supplies by Sea and Alternate I and II
252.247	-	7024	Notification of Transportation of Supplies by Sea
252.249	-	7024	Notification of Anticipated Contract Termination or Reduction

2.5 Export / Import Controls

(a) If Seller is a U.S. company that engages in the business of either manufacturing or exporting defense articles or furnishing defense services Seller hereby certifies that it has registered with the U.S. Department of State Directorate of Defense Trade Controls and understands its obligations to comply with International Traffic in Arms Regulations (“ITAR”) and the Export Administration Regulations (“EAR”).

(b) Seller shall control the disclosure of and access to technical data, information and other items received under this Purchase Order in accordance with U.S. export control laws and regulations, including but not limited to the ITAR. Seller agrees that no technical data, information or other items provided by Buyer in connection with this Purchase Order shall be provided to any foreign persons or to a foreign entity, including without limitation, a foreign subsidiary of Seller, without the express written authorization of Buyer and Seller’s obtaining of the appropriate export license, technical assistance agreement or other requisite documentation for ITAR-controlled technical data or items. It shall be the sole responsibility of Seller to determine whether the information provided by Buyer is technical data as outlined in the ITAR (22 CFR 120-130) prior to any release to a third party abiding by the terms outlined herein. Seller shall indemnify Buyer for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by Buyer in connection with any violations of such laws and regulations by Seller.

(c) Seller shall immediately notify Buyer if it is or becomes listed on any Excluded or Denied Party List of an agency of the U.S. Government or its export privileges are denied, suspended or revoked.

(d) Should Seller’s products or services originate from a foreign location, those products may also be subject to the export control laws and regulations of the country in which the articles or services originate. Seller agrees to abide by all applicable export control laws and regulations of that originating country. Seller shall indemnify Buyer for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by Buyer in connection with any violations of such laws and regulations by Seller. Buyer shall be responsible for complying with any laws or regulations governing the importation of the articles into the United States of America.

(e) Buyer may be required to obtain information concerning citizenship or export status of Seller’s personnel. Seller agrees to provide such information as necessary and certifies the information to be true and correct.

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END OF DOCUMENT