

PURCHASE ORDER TERMS AND CONDITIONS

1. Definitions

The following terms as used throughout this Order shall have the meanings set forth below:

- a. “Buyer” means General Products Partners, Inc. (GPP), acting through its Authorized Procurement Representative.
- b. “Seller” means the individual, corporation, or association contracting to furnish the goods or services described in this Order.
- c. “Order” means the instrument of contracting (Purchase Order), including these Terms and Conditions, all referenced documents, exhibits and attachments.

2. Terms and Conditions

This Order is subject to the following terms and conditions and, by acknowledgement of this Order or Seller’s commencement of performance, Seller shall have agreed to and accepted said terms and conditions. Upon acceptance, this Order is the complete and exclusive statement of the terms of the agreement between Seller and Buyer, and no change shall be binding on Buyer unless agreed to in writing by Buyer’s Authorized Procurement Representative.

3. Acknowledgment/Acceptance of Order

This Order becomes a binding contract, subject to the terms and conditions hereof, when reasonably accepted by acknowledgment or by commencement of performance. The acknowledgment of this Order shall be returned to Buyer within ten (10) calendar days from date of receipt. The terms and conditions contained in this Order cannot be added to, modified, superseded, or otherwise altered except by written instructions signed by an authorized representative of Buyer. Unless expressly accepted in writing by Buyer, additional or differing terms or conditions proposed by Seller or included in Seller’s acknowledgment are objected to by Buyer and have no effect.

By acceptance of this Order, Seller confirms that it is not debarred, suspended, or proposed for debarment by any U.S. Government Agency.

Defense Priority and Allocation System (DPAS) Orders containing a DPAS rating are certified for national defense, emergency preparedness, and energy program use, and Seller shall follow all the requirements of the DPAS regulation (15 CFR 700). Acceptance from Seller shall be required within 10 days for DX rated orders and 15 days for DO rated orders

4. Changes

By written revision to the Order, Buyer may, from time to time, make changes in drawings, designs, specifications, quantity, services and method of shipment. If any such change causes an increase or decrease in the price or delivery of this Order, the revised price or delivery will be by mutual agreement. Changes shall not be binding upon Buyer except when specifically confirmed by written revision to the Order by an authorized member of Buyer’s Purchasing Department. Information, advice, approval or instructions given by Buyer’s technical personnel or other representatives shall be deemed expressions of personal opinions only and shall not *affect* Buyer’s and Seller’s rights and obligations hereunder.

5. Price

The price of the goods or services includes all applicable federal, state, and local taxes, duties, and fees, unless otherwise provided in this Order. Seller warrants that the prices, terms, warranties, and benefits contained in this Order are comparable to, or better than, those offered to any other of Seller’s customers. Buyer shall receive the benefit prospectively, or retrospectively, if Seller offers any good or service included in this Order to any other customer at a lower price, more favorable terms, more favorable warranties, or more favorable benefits up to one year after completion of this Order.

6. Certification of Independent Price Determination

In connection with this Order, Seller certifies that the proposed prices were reached independently, without consultation, communication, or agreement with any third party for restricting competition, and that the prices quoted have not been, nor will be, knowingly disclosed, directly or indirectly, by Seller, to any other offeror or competitor.

7. Defective Cost or Pricing Data (Applicable to U.S. Government Contracts)

- a. If Seller, its subcontractor, or prospective subcontractor fails to submit accurate, compete and current cost or pricing data, and, as a result of that failure, the U.S. Government reduces the price of Buyer’s prime contract, Buyer may recover from Seller an amount equal to the price reduction of Buyer’s prime contract.
- b. If, as a result of Seller’s or its subcontractor’s foregoing conduct, the Government imposes a penalty on or charges Buyer interest, Buyer may recover from Seller the amount of that interest or penalty.
- c. For the purposes of paragraphs (a) and (b) above, if Buyer is a higher tier subcontractor, Government means the higher tier contractor and prime contract means the higher tier subcontract.
- d. Seller will not raise as defenses the matters listed in FAR 52.215-10(c) (1) (AUG 2011) or FAR 52.215-11(d) (1) (AUG 2011).

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8. Disclosure

- a. Information provided by Buyer to Seller remains the property of Buyer.
- b. In accordance with DFARS 252.204-7000, Seller shall not disclose information concerning work under this Order to any third party, unless such disclosure is necessary for the performance of the effort. No news release, public announcement, denial or confirmation of any part of the subject matter of this Order shall be made without prior written consent of Buyer. The restrictions in this paragraph shall continue in effect upon completion or termination of this Order for such period of time as may be mutually agreed upon in writing by the parties. In the absence of a written established period, no disclosure is authorized. Failure to comply with the provisions of this Clause may be cause for termination of this Order.
- c. The provisions set forth above are in addition to and do not alter, change, or supersede any obligation contained in a proprietary information agreement between the parties.
- d. Unclassified Controlled DoD Information shall be governed by DFARS 252.204-7012 if included in this Order.

9. Export Control Compliance

- a. The Parties shall comply with all export and import laws, regulations, decrees, orders, and policies of the United States Government and the Government of any country in which the Parties conduct business pursuant to this Order, including but not limited to the Export Administration Regulations (“EAR”) of the U.S. Department of Commerce, and the International Traffic in Arms Regulations (“ITAR”) of the U.S. Department of State (collectively “Trade Control Laws”).
- b. Seller shall control the disclosure of, and access to, controlled items or technical data provided by Buyer related to the performance of this Order in compliance with all applicable Trade Control Laws. Seller shall not transfer (to include transfer to foreign persons employed by Seller, associated with Seller, under contract to Seller, Seller’s supplier or Seller’s subsidiaries) any export controlled item, data or services, without providing advance notice to Buyer and obtaining the requisite export and/or import authority.
- c. Subject to applicable Trade Control Laws, Seller shall provide Buyer with the export control classification of any commodity or technology including software.
- d. Sellers represents that it maintains effective export/import control compliance program in accordance with all applicable Trade Control Laws. A copy of process control documents and other documents reasonably requested by Buyer related to Seller’s compliance with applicable Trade Control Laws shall be made available to Buyer upon request.
- e. Sellers shall promptly notify Buyer if Seller is or becomes listed in any Denied Parties List or if Seller’s export privileges are otherwise denied, suspended or revoked in whole or in part by any Governmental entity.
- f. Seller shall timely inform Buyer of any actual or alleged violations of any applicable Trade Control Laws, including any suits, actions, proceedings, notices, citations, inquiries, or other communications from any government agency concerning any actual or alleged violations in Sellers’s performance under this Order and shall comply with all reasonable requests from Buyer for information regarding such violations.

10. Schedule; Delay

Seller shall strictly adhere to the shipment or delivery schedules specified in the Order. In the event of any anticipated or actual delay, including but not limited to delays attributed to labor disputes, Seller shall: (i) promptly notify Buyer in writing of the reasons for the delay and the actions being taken to overcome or minimize the delay; (ii) provide Buyer with a written recovery schedule; and (iii) if requested by Buyer, ship via air or other expedited routing, at no additional cost to Buyer, to avoid or minimize delay to the maximum extent possible.

11. Packing

Seller shall be responsible for safe packing in conformity with the carrier’s tariff. Seller must number all packages within a shipment with the corresponding numbers shown on the invoice. Seller shall include a packing list bearing the Order number, quantity, description of items shipped, and any other information called for in the Order. One copy of the packing list shall be forwarded to Buyer, and one copy shall be included in Seller’s invoice. No extra charge for packing will be paid unless specifically authorized by the Buyer.

12. Invoices

Invoices are to be submitted to GPP, Attn: Accounts Payable, P.O. Box 3245, Huntsville, AL 35810 or emailed in PDF format to accountspayable@gp-llc.com. To be honored, Seller’s invoice must include Buyer’s Order Number, deliverable description, and quantity and price identical to the Order. Payment and discount for prompt payment, where offered, will be figured from date the deliverable is accepted by Buyer or date an acceptable invoice is received by Buyer, whichever is later.

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13. Intellectual Property

Seller agrees that Buyer shall be the sole owner of and Seller agrees to assign, convey and transfer, and hereby does assign, convey, and transfer, to Buyer without requirement for further consideration, all right, title, and interest in each and every invention, discovery, patent, copyright, work of authorship, trademark, development, and improvement and any other form of Intellectual Property conceived, authored, developed, reduced to practice, or otherwise originated by Seller and undertaken in the course of performing under this Order or that otherwise involve, or are reasonably related to the effort, or to Buyer's actual or demonstrably anticipated research or development of the effort, either solely or in conjunction with others during the term of Seller's engagement hereunder with Buyer (collectively, the "Works"). Upon request, Seller shall execute any additional documentation to further evidence Buyer's sole right, title and interest in the Works.

Furthermore, Seller hereby represents and warrants that Seller has the authority to enter into the agreement, that the Seller's assignment is not a violation of any pre-existing obligation, and that the Seller's Works are free and clear of any claim, lien or other claim of right.

It is recognized and agreed that for efforts originating under Government Contracts, the Parties may be required to and shall grant licenses or other rights to the Government to inventions, data, and information under such provisions that may be contained in the Government prime contract. Nothing herein is intended to, nor shall it limit or remove, any such Governmental rights.

14. Tools, Materials, and Information

Designs, sketches, drawings, blueprints, patterns, dies, molds, tools, gauges, equipment, or special appliances made or procured by Seller especially for producing the goods or services covered by this Order, unless otherwise provided, immediately upon manufacture or procurement shall become the property of Buyer. Unless otherwise provided on the face of this Order or by Change Order, any such items or materials or engineering data or other technical proprietary information furnished by and paid for by Buyer shall become consignment at Seller's risk, shall be used exclusively in the production of Buyer's products required by this Order, shall be subject to disposition by Buyer at all times and, upon demand, shall be delivered to Buyer.

It is recognized and agreed that for efforts originating under Government Contracts, the Parties may be required to and shall grant licenses or other rights to the Government to inventions, data, and information under such provisions that may be contained in the Government prime contract. Nothing herein is intended to, nor shall it limit or remove, any such Governmental rights.

15. Equipment Modification/Enhancements

Upon approval of equipment configuration by Buyer, if applicable hereto, Seller shall make no modifications, revisions or changes affecting form, fit, or function of the goods without written consent of Buyer.

16. Property

The rights and obligations of Seller with respect to any property furnished by Buyer shall be the same as those which Seller has with respect to Government Furnished Property under any provisions contained in this Order, but shall in no event be less than reasonable care.

These rights and obligations do not extend to risk of loss, wherein regardless of any provisions to the contrary Seller shall retain full risk of loss for any Buyer furnished property at all times. Upon Order completion, Seller shall return all such property to Buyer in the same condition in which it was received, allowing for reasonable wear and tear, except to the extent that the property has been incorporated into goods delivered under this Order or consumed in the normal performance of work.

17. Leased Equipment Support

Seller agrees to maintain, in good working Order, any leased equipment supplied here. Seller also agrees to furnish, when ordered by Buyer, any necessary supporting service for the leased equipment supplied. This includes, but is not limited to, spare parts, hardware and software maintenance services, equipment modifications, or update bulletins, for the normal useful life of such equipment. This clause shall apply when such support services are necessary and applicable to the equipment furnished.

18. Responsibility and Insurance

Seller shall maintain, and cause its subcontractors to maintain, the insurance coverages that are specified in this Order, or if none are specified, the following minimum insurance coverage and limits will apply: Statutory Workers' Compensation coverage and Employer's Liability with a limit of \$500,000; Commercial General Liability (including bodily injury and property damage, products/completed operations coverage and contractual liability coverage) with a limit of \$1,000,000 per occurrence. When applicable to Seller's performance on this Order, Seller shall also maintain, and cause its subcontractors to maintain, (i) automobile Liability coverage with a limit of \$1,000,000 per accident, and (ii) Professional Liability covering the services provided by Seller under this Order. Upon Buyer's request, Seller shall provide Buyer with certificates of insurance evidencing such coverage.

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When the Order requires Seller to perform work on Buyer's or Buyer's customer's premises, the following shall be adhered to:

- a. The Seller shall make all necessary precautions to prevent any injury to persons or damage to property during the progress of such work. The Seller agrees to indemnify Buyer against all loss or liability resulting from any act or omission by Seller, its employees, agents, or subcontractors.
- b. The use of a non U.S. Citizen is prohibited without specific consent from Buyer. In addition, background checks such as those performed by employers during the hiring process [e.g., citizenship, personal identification (Social Security Number), criminal and credit] shall be performed by the Seller. Verification of these checks must be provided upon request.

19. Seller Contacts with Buyer's Customer and Other Vendors

Buyer shall be responsible for all liaison and communications with Buyer's customer and Buyer's other vendors for this Order. Seller shall not communicate with Buyer's customers or Buyer's other vendors regarding this Order, unless otherwise authorized in writing by Buyer. Notwithstanding the foregoing, nothing herein shall restrict the Government's rights to contract directly with a party to this Agreement.

20. Inspection/Acceptance

Inspection and acceptance of all items purchased and delivered will be at destination, unless otherwise provided on the face of this Order, and will take place within a reasonable time of delivery by Buyer or Buyer's customer.

If the goods or services or the tender of delivery fail in any respect to conform to this Order, Buyer may accept or reject the whole or any unit thereof. Buyer may reject goods or services within a reasonable time (not less than 30 business days) after delivery or tender. Acceptance occurs after Buyer signifies to Seller that it has accepted the goods or services. Acceptance does not of itself impair any other legal or equitable remedy for non-conformity. Acceptance may be revoked if it was made with the reasonable assumption that any non-conformity would be cured, the non-conformity was difficult to discover before acceptance, or is otherwise permitted by law or equity. Revocation of acceptance is equivalent to rejection. Upon rejection the Buyer may, at its option and in addition to any other available recourse, return at Seller's cost the goods or services (a) for a complete credit, (b) repair and return at no increase in price and on Buyer's schedule, or (c) an exchange on Buyer's schedule.

21. Counterfeit Work

- a. The following definitions apply to this clause:
 - i. "Counterfeit Work" means product or material that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.
 - ii. "Suspect Counterfeit Work" means product or material for which credible evidence (including but not limited to, visual inspection or testing) provides reasonable doubt that the work part is authentic.
- b. Seller shall not deliver Counterfeit Work or Suspect Counterfeit Work under this Order.
- c. Seller shall only purchase products to be delivered or incorporated as material to Buyer directly from an Original Component Manufacturer (OCM), Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distribution chain. Products or materials shall not be acquired from an independent distributor or broker unless Buyer has provided prior written approval.
- d. Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware or suspects that it has furnished Counterfeit Work or Suspected Counterfeit Work. When requested by Buyer, Seller shall provide OCM/OEM documentation that authenticates traceability of products or materials to the applicable OCM/OEM.
- e. This clause applies in addition to any quality provision, specification, statement of work, or other provision provided in this Order addressing authenticity of work. To the extent that such provisions conflict with this clause, this clause shall prevail.
- f. If Counterfeit Work or Suspected Counterfeit Work is delivered under this Order, Seller shall at its own expense, promptly replace such Counterfeit Work or Suspected Counterfeit Work with genuine work conforming to the requirements of this Order. Notwithstanding any other provision in this Order, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Works or Suspected Counterfeit Works including without limitation Buyer's costs of removing Counterfeit Work, of installing replacement products or materials, of any testing necessitated by the re-installation of products or materials after replacement, and any fines or penalties assessed to Buyer as a result of the Counterfeit Work.

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- g. The Seller shall participate in monitoring the Government Industry Data Exchange Program (GIDEP) and shall act upon GIDEP reports which affect product or material delivered to Buyer. When Suspect Counterfeit Work or Counterfeit Work associated with this Order is discovered, the Seller shall submit a GIDEP Report and shall ensure Suspect Counterfeit Work or Counterfeit Work are not delivered to Buyer.
- h. Seller shall include this clause in all lower tier subcontracts for the delivery of items that will be included or furnished as product or material to Buyer.

22. Warranties

Seller warrants to Buyer and Buyer's customers that (1) the rates charged for the goods and/or services purchased pursuant hereto shall be no higher than Seller's current rates to any other customer for the same quality and quantity of such goods or services; (2) that all goods and services delivered pursuant hereto will be new, unless otherwise specified, and free from defects in material and workmanship; (3) that all goods and services will conform to applicable specifications, drawings, and standards of quality and performance, and that all items will be free from defects in design and suitable for their intended purpose; (4) that the goods covered by this Order are fit and safe for consumer use, if so intended. All representations and warranties of Seller together with its service warranties and guarantees, if any, shall run to Buyer and Buyer's customers. The foregoing warranties shall survive any delivery, inspection, acceptance, or payment by Buyer.

23. Remedies for Defects

If any of the goods or services are found at any time prior to acceptance to be defective in material or workmanship, or otherwise not in conformity with the requirements of this Order, Buyer (in addition to any other rights which it may have under warranties or otherwise) may at its option (1) correct or have corrected the nonconformity at Seller's expense, or (2) reject and return such goods or services at Seller's expense, such goods or services not to be replaced without suitable written authorization from Buyer. If Seller fails promptly to remove such goods that are required to be removed, or promptly to replace or correct such goods, Buyer either (1) may by contract or otherwise replace or correct such goods and charge to Seller the cost occasioned to Buyer thereby, or (2) may terminate this contract for default; and in either event may charge Seller the costs of damages occasioned to Buyer thereby. Unless Seller corrects or replaces such goods or services within the delivery schedule, Buyer may require the delivery of such goods or services at a reduction in price that is equitable under the circumstances. To defray the cost of shipping and handling, a service charge on rejected goods will be billed to Seller.

24. Indemnification

In the event any item purchased and delivered under this Order shall be defective in any respect whatsoever:

- a. Seller shall indemnify, defend and hold Buyer and Buyer's customers harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or relating to any claims, causes of action, lawsuits or other proceedings, regardless of legal theory, that result, in whole or in part, from Seller's (or any of Seller's subcontractors, suppliers, employees, agents or representatives): (1) intentional misconduct, negligence or fraud; (2) breach of any representation, warranty or covenant made herein; or (3) goods or services including without limitation, any claims that such goods or services infringe any United States patent, copyright, trademark, trade secret or any other proprietary right of any third party.
- b. Buyer shall promptly notify Seller of any claim against Buyer that is covered by this indemnification provision and shall authorize representatives of Seller to settle or defend any such claim or suit and to represent Buyer in, or to take charge of, any litigation in connection therewith.
- c. Infringement Indemnity.
 - i. In lieu of any warranty by Buyer or Seller against infringement, statutory or otherwise, it is agreed that Seller shall defend, at its expense, any suit against Buyer or its customers based on a claim that any goods or services furnished under this Order or the normal use or sale thereof infringes any U.S. Letters, patent or copyright, and shall pay all costs and damages finally awarded in any such suit, provided that Seller is notified in writing of the suit and given authority, information, and assistance at Seller's expense for the defense of same. If the use or sale of said good or service is enjoined as a result of such suit, Seller, at no expense to Buyer, shall obtain for Buyer and its customers the right to use and sell said good or service or shall substitute an equivalent item acceptable to Buyer and extend this patent indemnity thereto.
 - ii. Notwithstanding the foregoing paragraph, when this Order is performed under the Authorization and Consent of the U.S. Government to infringe U.S. Patents, Seller's liability for infringement of such Patents in such performance shall be limited to the extent of the obligation of Buyer to indemnify the U.S. Government.

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25. Termination for Default

- a. The Buyer may, by written notice of default to the Seller, terminate the whole or any part of this Order in anyone of the following circumstances: (1) if Seller fails to make progress in the work so as to endanger performance; or (2) if Seller fails to perform any of the other provisions of this Order in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as Buyer may authorize in writing) after receipt of notice from the Buyer specifying such failure; or (3) Seller becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts when they become due.
- b. If this Order is so terminated, Seller shall submit a final termination settlement proposal to the Buyer. The Seller shall submit the proposal promptly, but no later than six (6) months from the effective date of the termination. If Seller fails to submit the proposal within the time allowed, the Buyer may determine the amount if any, due the Seller because of the termination. The amount will be determined in accordance with FAR Clause 52.249-6 in effect on the date of the prime contract. Seller shall transfer title and deliver to Buyer, in the manner and to the extent requested in writing by Buyer at or after termination such complete goods, partially completed goods and materials, parts, tools, dies, patterns, jigs, fixtures, plans, drawings, information and contract rights as Seller has produced or acquired for the performance of the terminated part of this Order, and Buyer will pay Seller the contract price for complete good delivered to and accepted by Buyer and the fair value of the other property of Seller so requested and delivered.
- c. As an alternate remedy, and in lieu of termination for default, Buyer, in its sole discretion, may elect to extend the contract delivery schedule, and/or to waive other deficiencies in Seller's performance, in which case an equitable reduction in the Order price shall be negotiated.
- d. Seller shall continue performance of this Order to the extent not terminated. Buyer shall have no obligations to Seller with respect to the terminated part of this Order except as herein provided.
- e. The rights and remedies of the Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by this Order or by law or equity. Failure of Buyer to insist on strict performance shall not constitute a waiver of any of the provisions of this Order or waiver of any other default of Seller.
- f. **Force Majeure:** Seller shall not be liable for damages resulting from default due to causes beyond the Seller's control and without Seller's fault or negligence in accordance with FAR Clause 52.249-14 "Excusable Delays" provided however, that if Seller's default is caused by the default of a Subcontractor or Supplier, such default must arise out of causes beyond the control of both Seller and Subcontractor or Supplier, and without the fault or negligence of either of them and, provided further, the supplies or services to be furnished by the Subcontractor or Supplier were not obtainable from other sources.

26. Termination for Convenience

For its own best interest, Buyer reserves the right to terminate this Order, in whole or in part, by written notice of termination for convenience of Seller. If the Order is so terminated, the parties' duties and obligations, including Seller's compensation, shall be equitably negotiated between Buyer and Seller; if the parties are unable to reach an agreement, then the matter shall be a Dispute and resolved in accordance therewith. If the terminated Order is solely for services, Buyer shall be liable only for payment for services performed through the effective date of termination.

27. Stop-Work Order

Buyer may, at any time, by written notice to Seller, require Seller to stop all or part of the work or delivery of supplies called for by this Order for a period of up to 90 days and for any additional agreed period ("Time Period"). Upon receiving such notice, Seller shall immediately comply with its term and take all reasonable steps to avoid incurring any additional costs associated with the stopped work during the Time Period. Buyer will, prior to the end of the Time Period, either cancel the Stop Work Order or terminate this Order in whole or in part as permitted by this Order. If a Stop Work Order is issued, Buyer shall modify the delivery schedule and/or price in this Order as Buyer deems equitable under the circumstances, provided Seller requests such change within 15 days of the end of the Time Period.

28. Compliance with Law

Seller shall comply with all applicable Federal, State, County and Municipal laws or ordinances which in any manner *affect* the work to be performed by this Order. Seller shall require all of its representatives, agents and employees to observe and comply with said laws and ordinances and shall indemnify and hold Buyer harmless for all claims, damages and expenses arising from or based on the violation of any such law or ordinance by Seller or its representatives, agents or employees.

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29. Subcontracting

Seller is hereby granted the right to subcontract any portion of this Order, provided that all work so subcontracted, when combined, does not amount to a substantial portion of the Order (i.e. in excess of 70% of the value of the Order). Nothing in this Order shall be seen as prohibiting Seller's purchase of standard commercial articles, raw material, or other supplies specified in this Order if these are typically purchased by Seller in the normal course of business.

This right to subcontract shall not be deemed an assignment of obligation and Seller shall remain liable under this Order regardless of subcontracts.

30. Assignments

Except as herein otherwise expressly provided, neither this 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 claims for money due or to become due to the Seller from the Buyer arising out of this Order may, with written notice to the Buyer, be assigned to a bank, trust company, or other financial institution, including any federal lending agency.

31. Interpretation of Order; Notice of Ambiguities

This Order and any and all identified writings or documents incorporated by reference herein or physically attached hereto constitute the parties' complete agreement. No other prior or contemporaneous agreements either written or oral shall be considered to change, modify, or contradict said Order. Any ambiguity in the Order will not be strictly construed against the Buyer but will be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting. It is the obligation of the Seller to exercise due diligence to discover and to bring to the attention of the Buyer at the earliest possible time any ambiguities, discrepancies, inconsistencies, or conflicts in or between the specifications and the applicable drawings or other documents incorporated by reference here. Failure to comply with such obligation shall be deemed a waiver and release of any and all claims for extra costs or delays arising out of such ambiguities, discrepancies, inconsistencies, or conflicts.

32. Applicable Law (Jurisdiction)

The validity, construction, and interpretation of this Order, and the rights and duties of the parties to this transaction, shall be governed by the laws of the State of Alabama. The invalidity of one provision of this Order shall not affect the validity of any other provision.

The courts located in the State of Alabama shall have exclusive jurisdiction of all matters arising under this Order, and each party hereby consents to the jurisdiction of such courts.

To the extent that the laws, rules, and regulations for U.S. Government procurement apply, then the laws commonly referred to as U.S. Government contract law shall apply.

33. Disputes

Any dispute shall be determined in the following manner.

- a. Buyer and Seller agree to enter into negotiations to resolve any dispute. Both parties agree to negotiate in good faith to reach a mutually agreeable settlement within a reasonable amount of time, not to exceed thirty (30) days.
- b. If negotiation is unsuccessful, Buyer and Seller agree to enter into binding Arbitration pursuant to and governed by the American Arbitration Association (AAA) Commercial Arbitration Rules (most recent edition). The Arbitration shall take place in Madison County, Alabama. The Arbitrator shall be bound to follow the applicable Order provisions and Alabama law in adjudicating the dispute. It is agreed by both parties that the Arbitrator's decision is final, and that no party may take any action, judicial or administrative, to overturn this decision. The judgment rendered by the Arbitrator may be entered in any court having jurisdiction thereof.
- c. Pending any decision, appeal or judgment referred to in this provision or the settlement of any dispute arising under this Order, Seller shall proceed diligently with the performance of this Order.

If this Order is pursuant to a U.S. Government contract, Seller shall not acquire any direct claim or direct course of action against the U.S. Government except as expressly set forth herein and with the Government Contracting Officer's express consent.

34. Retention of Records

Unless a longer period is specified in this Order or by law or regulation, Seller shall retain all records related to this Contract for seven (7) years from the date of final payment received by Seller. Records related to this Order include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, Seller shall timely provide access to such records to the U.S. Government and/or Buyer upon

request.

35. Order of Precedence

The Order of precedence of the documents applicable to this Order shall be as follows:

- a. Applicable FAR/DFARS Clauses
- b. Purchase Order Form
- c. Purchase Order Terms and Conditions
- d. Statement of Work
- e. Technical Specifications
- f. Other documents appended to the Order

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36. Additional Terms and Conditions

- a. Certain Government terms and conditions shall apply as applicable if a Government contract number is stated on the face of this Order. These terms and conditions will be those in *effect* in the Government Prime contract as of the date of the Order. Applicable prime contract flow down clauses will be incorporated as part of the Order and shall be flowed down to any lower tier subcontractors as appropriate. **All Orders include the following (if applicable):**

52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
52.204-2, Security Requirements
52.204-9, Personal Identity Verification of Contractor Personnel
52.204-19, Incorporation by Reference of Representations and Certifications
52.208-8, Required Sources for Helium and Helium Usage Data
52.211-15, Defense Priority and Allocation Requirement
52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items
52.214-26, Audit and Records – Sealed Bidding
52.214-27, Price Reduction for Defective Certified Cost or Pricing Data – Modifications – Sealed Bidding
52.214-28, Subcontractor Certified Cost or Pricing Data – Modifications – Sealed Bidding
52.215-22, Limitations on Pass-Through Charges— Identification of Subcontract Effort
52.215-23, Limitation on Pass-Through Charges
52.222-17, Nondisplacement of Qualified Workers
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
52.222-41, Service Contract Labor Standards
52.222-50, Combating Trafficking in Persons
52.222-55, Minimum Wages Under Executive Order 13658
52.223-5, Pollution Prevention and Right-to-Know Information
52.223-6, Drug-Free Workplace
52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving
52.225-1, Buy American Act –Supplies
52.225-2, Buy American Act Certificate
52.225-8, Duty Free Entry
52.225-13, Restrictions on Certain Foreign Purchases
52.225-18, Place of Manufacture
52.225-19, Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States

52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications
52.225-26, Contractors Performing Private Security Functions Outside the United States
52.227-9, Refund of Royalties
52.227-10, Filing of Patent Applications – Classified Subject Matter
52.227-11, Patent Rights – Ownership by the Contractor
52.227-13, Patent Rights – Ownership by the Government
52.227-14, Rights in Data-General (Alternate I, II, III, IV, or V)
52.228-3, Workers Compensation Insurance (Defense Base Act)
52.228-4, Workers' Compensation and War-Hazard Insurance Overseas
52.228-5, Insurance – Work in a Government Installation
52.229-10, State of New Mexico Gross Receipts and Compensating Tax
52.230-2, Cost Accounting Standards
52.232-27, Prompt Payment for Construction Contracts
52.232-39, Unenforceability of Unauthorized Obligations
52.232-40, Providing Accelerated Payments to Small Business Contractors
52.234-1, Industrial Resources Developed Under Defense Production Act Title III
52.234-4, Earned Value Management System
52.236-13, Accident Prevention
52.237-7, Indemnification and Medical Liability Insurance
52.242-1, Notice of Intent to Disallow Costs
52.244-6 Subcontract for Commercial Items
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

- b. All Orders exceeding \$3,500 include the following (if applicable):**

52.222-3, Convict Labor

- c. All Orders exceeding \$10,000 include the following (if applicable):**

52.222-27, Affirmative Action Compliance Requirements for Construction

- d. All Orders exceeding \$15,000 include the following (if applicable):**

52.222-20, Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000

52.222-36, Equal Opportunity for Workers With Disabilities

- e. All Orders exceeding \$25,000 include the following (if applicable):**

52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act

PURCHASE ORDER TERMS AND CONDITIONS

52.225-4, Buy American Act-Free Trade Agreements – Israeli Trade Act Certificate

f. All Orders exceeding \$30,000 include the following (if applicable):

52.204-10, Reporting Executive Compensation and First Tier Subcontract Awards

g. All Orders exceeding \$35,000 include the following (if applicable):

52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

h. All Orders exceeding \$150,000 include the following (if applicable):

52.202-1, Definitions

52.203-3, Gratuities

52.203-5, Covenant Against Contingent Fees

52.203-6, Restrictions on Subcontractor Sales to the Government

52.203-6, Restrictions on Subcontractor Sales to the Government Alternate I

52.203-7, Anti-Kickback Procedures

52.203-11, Certifications and Disclosure Re: Payment to Influence Certain Federal Officials

52.203-12, Limitation on Payment to Influence Certain Federal Transactions

52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

52.215-2, Audit and Records Negotiation

52.215-14, Integrity of Unit Prices

52.219-8, Utilization of Small Business Concerns

52.222-4, Contract Work Hours and Safety Standards Act – Overtime Compensation

52.222-35, Equal Opportunity for Veterans

52.222-37, Employment Reports on Veterans

52.222-40, Notification of Employee Rights Under the National Labor Relations Act

52.222-54, Employment Eligibility Verification

52.229-3, Federal State and Local Taxes

52.229-4, Federal, State, and Local Taxes (State and Local Adjustments)

52.233-2, Service of Protest

i. All Orders include the follow DFAR clauses (if applicable):

252.203-7001, Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies

252.203-7002, Requirement to Inform Employees of Whistleblower Rights

252.204-7000, Disclosure of Information

252.204-7008, Compliance with Safeguarding Covered Defense Information Controls

252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Information

252.204-7010, Requirement For Contractor To Notify DOD If

252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting

252.204-7015, Disclosure of Information to Litigation Support Contractors

252.208-7000, Intent To Furnish Precious Metals As Government Furnished Material

252.211-7000, Acquisition Streamlining

252.211-7003, Item Identification and Valuation

252.212-7001, Contract Terms And Conditions Required To Implement Statutes Or Executive Orders Applicable To Defense Acquisitions Of Commercial Items

252.215-7004, Excessive Pass Through Charges

252.222-7000, Restrictions on Employment of Personnel

252.223-7002, Safety Precautions For Ammunitions And Explosives

252.223-7006, Prohibition On Storage And Disposal Of Toxic Hazardous Material

252.223-7007, Safeguarding Sensitive Conventional Arms, Ammunition And Explosives

252.223-7008, Prohibition of Hexavalent Chromium

252.225-7007, Prohibition of Acquisition of United States Acquisition List Items from Communist Chinese Military Companies

252.225-7008, Restriction on Acquisition of Specialty Metals

252.225-7009, Restriction on Acquisition of Certain Articles containing Specialty Metals

252.225-7013, Duty Free Entry

252.225-7048, Export-Controlled Items