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## GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

### 1. ACCEPTANCE OF PURCHASE ORDER

Agreement by Seller to furnish the materials, and products ("goods") or services, including the products resulting from services hereby ordered, or its commencement of such performance, or acceptance of any payment, shall constitute Seller's unqualified acceptance of this Purchase Order subject to these terms and conditions. In the event that this Purchase Order does not state price or delivery, Buyer will not be bound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions herein contained shall be void and of no effect unless specifically agreed to by Buyer in writing. Modifications hereof or additions hereto, to be effective, must be made in writing and be signed by Buyer's approved Authorized Procurement Representative. These terms and conditions, together with any referenced exhibits, attachments or other documents, constitute the entire agreement between the Parties with respect to the subject matter of this Purchase Order; and supersede any prior or contemporaneous written or oral agreements pertaining thereto.

### 2. SCHEDULE

- a. Time is of the essence and failure to deliver in accordance with the delivery schedule under this Purchase Order, if unexcused, shall be considered a material breach of this Purchase Order. Seller shall strictly adhere to the shipment or delivery schedules specified in this Contract. In the event of any anticipated or actual delay, 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.
- b. Seller shall not deliver Goods any greater than five (5) business days prior or three (3) days later than the scheduled delivery dates unless authorized in writing by Buyer's Authorized Procurement Representative. This Order is subject to cancellation, if not shipped at the specified time. Buyer reserves the right to refuse deliveries made in advance of the delivery schedule, or pay in accordance to original due date.
- c. Buyer shall, at no additional cost, retain goods furnished in excess of the specified quantity or in excess of any allowable overage unless, within 45 days of shipment, Seller requests return of such excess. In the event of such request, Seller shall reimburse Buyer for reasonable costs associated with storage and return of the excess.

## GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

### 3. QUALITY CONTROL

- a. Quality Management System: Seller shall establish and maintain a quality management system acceptable to Buyer for the Goods purchased under this Contract. Seller shall permit Buyer to review procedures, practices, processes and related documents to determine such acceptability. Seller shall have a continuing obligation to promptly notify Buyer of any violation of or deviation from Seller's approved inspection/quality control system and to advise Buyer of the quantity and specific identity of any Goods delivered to Buyer during the period of any such violation or deviation.
- b. Certificate of Conformance: Seller shall include a Certificate of Conformance (C of C) with each shipment for items identified on shipping document. Seller's C of C information may be included as part of Seller's established shipping document. Seller's C of C shall include:
  - i. Seller's name and address and reference to Buyer's contract number and line item number.
  - ii. Part number and dash number (as applicable) for each item.
  - iii. Batch identification for the item(s) such as date codes, lot codes, serializations, or other batch identifications to include all traceability information.
  - iv. Revision level / version (as applicable) to which the Goods were manufactured (or serviced). Signed or stamped and dated statement attesting that Goods provided under this contract conform to all purchase order requirements.
- c. Identification and Revision Status: The Seller shall maintain the identification and revision status of the Buyer's specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data. Buyer reserves the right to approve or specify requirements for design, test, inspection, verification (including process verification), use of statistical techniques for product acceptance, and related instructions for product acceptance and any applicable critical items, including key characteristics.
- d. Test Specimens: Buyer reserves the right to designate requirements for test specimens for design approval, inspection/verification or auditing.
- e. Control of Changes: Manufacturer agrees not to make any changes in materials or design details that would affect the part with regard to (i) part number identification or (ii) form, fit, function interchangeability, without notification and written acceptance from the Buyer, and without revising the part number and the originals of all drawings or data affected by the change. Copies of the revised drawings or data shall be forwarded to Buyer upon request. This clause does not apply to distributors of Commercial-off-the Shelf (COTS) items.
- f. Obsolescence: During performance of this Purchase Order, Seller shall notify Buyer of any planned obsolescence of the good(s) set out in this Purchase Order. Seller assumes responsibility for identification, notification, and resolution of obsolescence issues to Buyer.
- g. Conflict Minerals: Conflict minerals (tin, tantalum, tungsten and gold). Seller will disclose whether Goods contain any conflict minerals as defined under Section 1502 of the U.S. Dodd-Frank Act and its implementing regulations (collectively the "Conflict Minerals Law") that are necessary to the production or functionality of the Goods ("Conflict Minerals"). If Goods contain any Conflict Minerals Seller must: (i) notify Germane at time of quote, (ii) assure that those Conflict Minerals are "DRC conflict-free" as defined in the Conflict Minerals Law; (iii) provide on request information on Conflict Mineral smelters in the relevant supply chains including whether those smelters are DRC conflict-free; (iv) provide on request such other information as Germane Systems may reasonably require to determine the DRC conflict-free status of Conflict Minerals used in Goods.
- h. Mercury Prohibition: The supplies furnished under this Purchase Order shall not contain functional mercury. Furthermore, external contamination by metallic mercury or mercury compounds shall be cause for rejection. The Supplier shall notify Buyer prior to proceeding with manufacturing or shipping, if the presence of mercury or mercury contamination is suspected. The Supplier may perform a suitable test to verify the suspicion.

## GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

- i. IPC Standards Requirements: Seller shall comply with all of the following IPC Standards, as applicable.
  - i. All workmanship for soldered electrical and electronic assemblies shall be in accordance with IPC-J-STD-001 (Requirements for Soldered Electrical and Electronic Assemblies) Class 3 product unless otherwise specified on procurement articles and/or other buyer supplied documentation.
  - ii. All workmanship for electronic assemblies shall be in accordance with IPC-A-610 (Acceptability of Electronics Assemblies) Class 3 product unless otherwise specified on procurement articles and/or other buyer supplied documentation.
  - iii. All workmanship for cable and wire harness assemblies shall be in accordance with IPC/WHMA-A-620 (Requirements and Acceptance for Cable and Wire Harness Assemblies) Class 3 product unless otherwise specified on procurement articles and/or other buyer supplied documentation.
  - iv. All workmanship for electrical insulated compounds for printed wiring assemblies shall be in accordance with IPC-CC-830 (Qualification and Performance of Electrical Insulating Compound for Printed Wiring Assemblies) Class 3 product unless otherwise specified on procurement articles and/or other buyer supplied documentation.
- j. Product Substitutions and Changes: No substitutions or changes to product shall be made without written consent of the Buyer. All product(s) must be supplied as new, not refurbished or reworked unless specifically stated in the Purchase Order.
- k. Special Process Certification: Supplier shall provide a Special Process Certification for each shipment for all items that have received a Special process (processes that cannot be readily inspected or tested). The Special Process Certification shall be identified as such and must state that the Special Process (es) demonstrate compliance with the drawing, specification and Purchase Order requirements, as applicable.
- l. Quality Records Retention: Relative to COTS modified, customized and/or custom parts and upon acceptance of this Purchase Order, supplier must retain the following records for a period of not less than ten (10) years from the date on the Purchase Order:
  - i. First Article Inspection/Acceptance
  - ii. Test Reports and Certifications
  - iii. Chemical and/or Physical Reports Identifiable to the Raw Materials used as Required
  - iv. A Certificate of Conformance
- m. First Article Inspection (FAI)
  - i. AS9102 First Article Inspection Reports are required.
  - ii. Reports shall specify all applicable drawing notes and Buyers purchase order requirement and dimensional characteristics along with the actual measurements during the supplier's first manufacturing run. AS 9102 format is required. Contractor's format is acceptable if all the AS9102 requirements are complied with.
  - iii. For FAI lot, supplier shall furnish completed FAI Reports (Forms 1, 2 and 3). For non FAI lots the Suppliers Certificate of Conformance is all that is needed. FAI records must accompany the First Article.
  - iv. All first time manufacturing items require FAI traceable to the OEM inclusive of flow down directly to the detail components on sub-assemblies.
- n. Inspection
  - i. All goods and services shall be subject to inspection and test at all reasonable times and places by Buyer or Buyer's customer before, during and after performance and delivery. Buyer may

## GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

require Seller to repair, replace or reimburse the purchase price of rejected goods or Buyer may accept any goods and upon discovery of nonconformance, may reject or keep and rework any such goods not so conforming. Cost of repair, rework, replacement, inspection, transportation, repackaging, and/or reinspection by Buyer shall be at Seller's expense. Buyer's acceptance of goods or services shall not be deemed to diminish Buyer's rights or be final or binding on Buyer if latent defects, fraud, or misrepresentation on the part of Seller exists.

- ii. If inspection and test are made on the premises of Seller or Seller's lower-tier subcontractors, Seller shall furnish without additional charge all reasonable facilities, information and assistance necessary for the safe and convenient inspection and tests required by the inspectors in the performance of their duty. The foregoing provisions of this Section are supplementary to and not in lieu of the provisions of Paragraph 14 (a) above.
- iii. Neither Buyer's inspection nor Buyer's failure to inspect shall relieve Seller of any responsibility to perform according to the terms of this Purchase Order. Notwithstanding any other provision of the Purchase Order, the risk of loss of, or damage to, nonconforming goods remains with Seller until cure or acceptance.
- o. Non-Conforming Material: Seller must notify the buyer of any nonconforming products verbally and in writing within 48 hours of detection of non-conformance. Disposition of nonconformance shall be provided by the Buyer in writing upon disposition determination. Seller shall notify Buyer in writing when discrepancies in Seller's process have resulted in product nonconformity for goods delivered.
- p. Qualification of Personnel: The Seller shall employ competent personnel to ensure Buyers requirements are met for approval of product, processes, procedures and equipment.
- q. Traceability Minimum Requirements: The Seller shall provide means of end item traceability. For all electronic, custom and COTS modified products, serialization is required. Lot/Date code shall be used for all other components. The Seller may use the original manufacture Lot/Date Code/Serial number or supplier's own method for identifying the end item product as required for proper traceability. Multiple Lot/Date coded material shall not be combined for a single item in a single shipment and must be packaged separately. Each Lot/Date code batch must have a corresponding packing list. Serialized shipments must have the serial numbers listed on the packing list, the Certificate of Conformance and on the corresponding intermediate packaging. Duplication of Lot/Date Code/Serial numbers is prohibited.
- r. Flow Down: Seller shall flow down applicable Buyer requirements to suppliers
- s. Right of Access: Seller grants Buyer right of access to Buyer, Buyer's customers, and regulatory authorities to applicable areas of all facilities, at any level of the supply chain, involved in this order and to all applicable.

#### 4. ACCEPTANCE AND REJECTION

- a. Buyer shall accept the Goods or give Seller notice of rejection within a reasonable time after the date of delivery.
- b. If Seller delivers non-conforming Goods, Buyer may at its option and at Seller's expense: (i) require Seller to promptly correct the non-conformance; (ii) replace the Goods; (iii) return the Goods for credit or refund; or iv) obtain replacement Goods from another source.
- c. Seller shall not redeliver corrected or rejected Goods without disclosing the former rejection or requirement for correction. Seller shall disclose any corrective action taken. Repair, replacement and other correction and redelivery shall be completed as Buyer's Authorized Procurement Representative may reasonably direct.
- d. All costs and expenses and loss of value incurred as a result of or in connection with nonconformance and repair, replacement or other correction may be recovered from Seller by equitable price reduction or credit against any amounts that may be owed to Seller under this Contract or otherwise.

## GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

### 5. ELECTRONIC TRANSMISSION

- a. The Parties agree that this Purchase Order, if transmitted electronically and the electronic signatures thereon are authenticated; that neither Party shall contest the validity of such on the basis that this Purchase Order was electronically transmitted or contains an electronic signature.
- b. Seller shall, at Buyer's request and Seller's expense, send and receive business transactions by electronic means using Web-based technologies. Such Web-based technologies for electronic transmissions may include, but not be limited to: (a) email; (b) the Internet directly between Buyer and Seller; (c) electronic marketplace or portal ("EXOSTAR"); and (d) Buyer's current and future electronic data interchange ("EDI") systems. When using either EXOSTAR or Buyer's EDI systems the standard terms and conditions which may be a part of such systems shall be supplemented by, and superseded to the extent inconsistent with, these General Terms and Conditions of Purchase.

### 6. WARRANTY

- a. Seller warrants the goods delivered pursuant to this Purchase Order, unless specifically stated otherwise in this Purchase Order, shall (i) be new (ii) be free from defects in workmanship, materials, and design and (iii) be in accordance with all the requirements of this Purchase Order. Seller further warrants that the performance of work and services shall conform to the requirements of this Purchase Order and commercially reasonable standards. All warranties in this Purchase Order shall survive inspection, test, final acceptance and payment of goods and services.
- b. Seller warrants that the goods delivered pursuant to this Purchase Order shall (i) be and only contain materials obtained directly from the Original Component Manufacturer (OCM) or the Original Equipment Manufacturer (OEM), (collectively, the Original Manufacturer (OM)) or an authorized OM reseller or distributor; (ii) not be or contain Counterfeit Items, as defined below; and (iii) contain only authentic, unaltered OM labels and other markings. Seller shall obtain and retain all documentation required to fully trace the distribution and sale of the goods delivered hereunder back to the relevant OM, and, on request of Buyer, shall provide such authenticating documentation. Counterfeit Items include, but are not limited to, goods or separately-identifiable items or components of goods that: (i) are an illegal or unauthorized copy or substitute of an OM item; (ii) are not traceable to an OM sufficient to ensure authenticity in OM design and manufacture; (iii) do not contain proper external or internal materials or components required by the OM or are not constructed in accordance with OM design; (iv) have been re-worked, re-marked, relabeled, repaired, refurbished, or otherwise modified from OM design but not disclosed as such or are represented as OM authentic or new; (v) have not passed successfully all OM required testing, verification, screening, and quality control processes; or (vi) an item with altered or disguised documentation, package labeling, or item marking intended to mislead a person into believing a non-OM item is genuine, or that an item is of better or different performance when it is not. Seller further warrants that it has and shall have an internal Counterfeit Item control process for goods delivered hereunder in accordance with the standards or instructions set forth in any Buyer's specifications, including but not limited to Quality Notes, or other provisions incorporated into this Purchase Order. Buyer shall have the right to audit, inspect, and / or approve the processes at any time before or after delivery of the goods ordered hereunder. Buyer shall have the right to require changes to the processes to conform to Buyer's defined standards, if any. Failure of the Seller to conform its processes to Buyer's defined standards may result in the termination of this Purchase Order in accordance with the termination provisions set forth herein. Seller shall include the substance of this Section 12 (b) in any agreement between Seller and its lower-tier sellers.
- c. Seller warrants that any hardware, software and firmware goods delivered under this Purchase Order: (i) shall not contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (a) damage, destroy or alter any software or hardware; (b) reveal, damage, destroy, or alter any data; (c) disable any computer program automatically; or (d) permit unauthorized access to any software or hardware; (ii) shall not contain any third party software (including software that may be considered free software or open source software) that (a) may require any software to be published, accessed or otherwise made available without the consent of Buyer, or (b) may require distribution, copying or modification of

## GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

any software free of charge; and (iii) shall not infringe any patent, copyright, trademark, or other proprietary right of any third party or misappropriate any trade secret of any third party.

- d. These warranty entitlements shall inure to the benefit of both Buyer and Buyer's customers. As used in this Purchase Order, Buyer's customer(s) shall include its direct and indirect customers such as direct sale end-users, higher-tier subcontractors, prime contractors and the ultimate user under relevant prime contract(s).
- e. Seller shall be liable for and save Buyer harmless from any loss, damage, or expense whatsoever that Buyer may suffer from breach of any of these warranties. Remedies shall be at Buyer's election, including, but not limited to, the prompt replacement or reimbursement of the purchase price of nonconforming goods and, in the case of services either the prompt correction of the defective services at no cost or reimbursement of the amounts paid for such services. Return to Seller of defective or nonconforming goods and redelivery to Buyer of repaired or replaced goods shall be at Seller's expense. Goods or services required to be corrected, repaired or replaced shall be subject to this Section and the Inspection Section of this Purchase Order in the same manner and to the same extent as goods or services originally delivered under this Purchase Order, but only as to the repaired or replaced goods or parts thereof or the corrected service thereof. Seller shall promptly comply with Buyer's direction to (i) replace the goods, (ii) furnish any material or parts and installation required to successfully correct the defect or nonconformance or (iii) successfully correct the defective or nonconforming service.

### 7. CHANGES

- a. Buyer's Authorized Procurement Representative may, without notice to sureties and in writing, direct changes within the general scope of this Contract in any of the following: (i) technical requirements and descriptions, specifications, statement of work, drawings or designs; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities or delivery schedules or both; (v) amount of Buyer-furnished property; (vi) terms and conditions of this Contract required to meet Buyer's obligations under Government prime contracts, purchase orders or subcontracts; and, if this Contract includes services, (vii) description of services to be performed; (viii) time of performance (e.g., hours of the day, days of the week, etc.); and (ix) place of performance. Seller shall comply promptly with such direction. Except for the rights granted to Buyer under this article, a change pursuant to this article shall not give rise to nor authorize any other modification of or amendment to the terms and conditions of this Contract.
- b. If such change increases or decreases the cost or time required to perform this Contract, Buyer and Seller shall negotiate an equitable adjustment in the price or schedule, or both, to reflect the increase or decrease. Buyer shall modify this Contract in writing accordingly. Unless otherwise agreed in writing, Seller must assert any claim for adjustment to Buyer's Authorized Procurement Representative in writing within two (2) business days, and deliver a fully supported proposal to Buyer's Authorized Procurement Representative within three (3) business days, after Seller's receipt of such direction. Buyer may, at its sole discretion, consider any claim regardless of when asserted. If Seller's proposal includes the cost of property made obsolete or excess by the change, Buyer may direct the disposition of the property. Buyer may examine Seller's pertinent books and records to verify the amount of Seller's claim. Failure of the Parties to agree upon any adjustment shall not excuse Seller from performing in accordance with Buyer's direction.
- c. If Seller considers that Buyer's conduct constitutes a change, Seller shall notify Buyer's Authorized Procurement Representative immediately in writing as to the nature of such conduct and its effect upon Seller's performance. Pending written direction from Buyer's Authorized Procurement Representative, Seller shall take no action to implement any such change.

### 8. STOP WORK

- a. Germane may, at any time, by written order to the Seller, require the Seller to stop all, or any part, of the work called for by this purchase order for a period of 90 days after the order is delivered to the Seller, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Seller shall

## GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Seller, or within any extension of that period to which the parties shall have agreed, the Buyer shall either—(i) Cancel the stop-work order; or (ii) Terminate the work covered by the order as provided in the Termination for Default, or the Termination for Convenience clauses of this purchase order.

- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Seller shall resume work. The Buyer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the purchase order shall be modified, in writing, accordingly, if—(i) The stop-work order results in an increase in the time required for, or in the Seller's cost properly allocable to, the performance of any part of this contract; and (ii) The Seller asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Buyer decides the facts justify the action, the Buyer may receive and act upon a proposal or quote submitted at any time before completion of this order.
- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Germane, the Buyer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Buyer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

### 9. ORDER OF PRECEDENCE

All documents and provisions in this Contract shall be read so as to be consistent to the fullest extent possible. In the event of a conflict or inconsistency between the documents or provisions as incorporated into or attached to the Contract, the documents or provisions shall prevail in the order listed below, with the first document or provision listed having the highest precedence:

Document Title/Description:

- a. The system generated purchase contract document
- b. Germane Terms and Conditions
- c. Specifications (the most recently agreed to and issued version of specifications shall control)
- d. Statements of work (the most recently agreed to and issued version of a statement of work shall control)
- e. All other attachments, exhibits, appendices, documents or terms incorporated by reference in or attached to this Contract

### 10. BUYER'S PROPERTY

- a. All drawings, tools, jigs, dies, fixtures, materials, and other property supplied or paid for by Buyer shall be and remain the property of Buyer; and if Seller fails to return such property upon Buyer's demand, Buyer shall have the right, upon reasonable notice, to enter Seller's premises and remove any such property at any time without being liable for trespass or damages of any sort.
- b. All such items shall be used only in the performance of work under this Purchase Order unless Buyer consents otherwise in writing.
- c. Goods made in accordance with Buyer's specifications and drawings shall not be furnished or quoted by Seller to any other person or concern without Buyer's prior written consent.
- d. Seller shall have the obligation to maintain any and all property furnished by Buyer to Seller and all property to which Buyer acquires an interest by this Purchase Order and shall be responsible for all loss or damage to said property except for normal wear and tear.

## GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

- e. Upon request, Seller shall provide Buyer with adequate proof of insurance against such risk of loss or damage.
- f. Seller shall clearly mark, maintain in inventory, and keep segregated or identifiable all of Buyer's property.

### 11. INDEPENDENT CONTRACTOR

Except for the obligations of use and confidentiality imposed in this Agreement, no other obligation of any kind is assumed or implied against either Party by virtue of the Party's meetings or conversations with respect to the Company Information exchanged. This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each Party will act as an independent contractor and not as an agent of the other Party for any purpose, and neither will have the authority to bind the other.

### 12. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. Seller shall not assign (whether voluntary, involuntary, by merger, change of control, consolidation, dissolution, operation of law, transfer, or any other manner) any of its rights or interest in this Contract or subcontract for all or substantially all of its performance of this Contract, without Buyer's prior written consent.
- b. Seller shall not delegate any of its duties or obligations under this Contract. Seller may assign its right to monies due or to become due. Any attempt to assign or delegate in violation of this article is void. No assignment, delegation or subcontracting by Seller, with or without Buyer's consent, shall relieve Seller of any of its obligations under this Contract or prejudice any of Buyer's rights against Seller whether arising before or after the date of any assignment. This article does not limit Seller's ability to purchase standard supplies or raw materials.
- c. Seller shall promptly notify Buyer in writing of any organizational changes made by Seller, including name or ownership changes, mergers or acquisitions.
- d. Seller shall not change the location of manufacture of the goods to be provided to Buyer under the Purchase Order without Buyer's prior written consent.

### 13. BUSINESS CONDUCT

- a. Gratuities: Seller warrants that neither it nor any of its employees, agents, or representatives have offered or given, or will offer or give, any gratuities to Buyer's employees, agents or representatives for the purpose of securing this Contract or securing favorable treatment under this Contract.
- b. Environmental Health and Safety Performance: Seller acknowledges and accepts full and sole responsibility to maintain an environment, health and safety management system ("EMS") appropriate for its business throughout the performance of this Contract. Buyer expects that Seller's EMS will promote health and safety, environmental stewardship, and pollution prevention by appropriate source reduction strategies. Seller shall convey the requirement of this clause to its suppliers. Seller shall not deliver Goods that contain any asbestos mineral fibers.
- c. Seller Facility: Seller shall provide Buyer written notice of any proposed plans for moving Seller's manufacturing location for the Goods or moving tooling or other equipment utilized in the manufacture of the Goods to another facility. In no event shall Seller proceed with implementing such plans prior to obtaining Buyer's prior written approval.
- d. Fraud and Falsification: This Purchase Order is a subcontract or lower-tier subcontract under a Government prime contract. As such, activities hereunder are within the jurisdiction of the U.S. Government. Any knowing and willful act to falsify, conceal, or alter a material fact, or any false, fraudulent or fictitious statement or representation in connection with the performance of work under this purchase order may be punishable in accordance with applicable Federal statutes.



## GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

### 14. TAXES

Unless this Purchase Order specifies otherwise, the price of this Purchase Order includes, and Seller is liable for and shall pay, all taxes, impositions, charges, customs duties or tariffs and exactions imposed on or measured by this Purchase Order except for applicable sales and use taxes that are separately stated on Seller's invoice. Prices shall not include any taxes, impositions, charges or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption.

### 15. AUDIT

The Buyer may require and the Seller shall support the audit of any financial information related to the items identified in this purchase order.

### 16. RESPONSIBILITY AND INSURANCE

- a. Seller shall maintain, and cause its subcontractors to maintain, the insurance coverages that are specified as required in this Purchase Order or, if none are specified, the following minimum insurance coverage and limits: Statutory Workers' Compensation coverage and Employers' 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 including \$500,000 bodily injury per occurrence. Seller shall also maintain, and cause its subcontractors to maintain, (i) Automobile Liability coverage with a limit of \$1,000,000 per occurrence with minimums of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage; and (ii) Professional Liability covering the services provided by Seller under this Purchase Order. Upon Buyer's request, Seller shall (i) provide Buyer with certificates of insurance evidencing required insurance, (ii) arrange for a waiver of subrogation in favor of Buyer and / or (iii) in the case of the Commercial General Liability and Automobile Liability policies direct that Buyer be added as an additional insured.
- b. If work is to be performed on premises owned or controlled by Buyer, then Seller shall comply with all the rules and regulations established by Buyer for access to and activities in and around premises controlled by Buyer or Buyer's customer. Seller shall be responsible for the actions and failure to act of all parties retained by, though, or under Seller in connection with the performance of this Purchase Order.

### 17. CURRENCY AND OFFSETS

- a. Payment will be in United States dollars unless otherwise agreed to by specific reference in this Purchase Order.
- b. Buyer shall be entitled at all times to set off any amount owing at any time from Seller or any of its affiliated companies to Buyer, against any amount payable at any time by Buyer or any of its affiliated companies to Seller.

### 18. ITAR DISCLOSURE REQUIREMENTS

If any of the parts on this PO are ITAR controlled or require a license in order to export the good, you must notify us immediately and get our approval in writing stating that it is OK to process the PO.

### 19. 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,

## GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

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, foreign national employees and consultants and any 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. If the technical data required to perform this contract is subject to U.S. ITAR, seller shall comply with the following:
  - i. the technical data shall be used only to manufacture the work required by the contract; and
  - ii. the data shall not be disclosed to any other person except lower-tier subcontractors within the same country; and
  - iii. any rights in the data may not be acquired by any foreign person; and
  - iv. seller, including lower-tier subcontractors, shall return, or at Germane Systems direction, destroy all of the technical data exported to seller pursuant to the contract upon fulfillment of its terms; and
  - v. unless otherwise directed by Germane Systems, seller shall deliver the work only to Germane Systems or to an agency of the U.S. Government.
  - vi. seller shall include the terms of this paragraph (d) in all lower-tier subcontracts issued when technical data is provided to the lower-tier subcontractor
- d. 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.
- e. Should Seller's goods or services originate from a foreign location, those goods 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, its officers, employees, agents, suppliers or subcontractors at any tier. Seller shall be responsible for complying with any laws or regulations governing the importation of the articles into the United States of America.

### 20. PROTECTION OF ELECTRONIC DATA

- a. Buyer and Seller shall ensure that electronic data containing information specified to be confidential by the sender or agreed mutually to be confidential between the Parties are maintained in confidence and are not disclosed or transmitted to any unauthorized persons nor used for any purposes other than those intended by the Parties.
- b. Buyer and Seller shall secure all electronic data to safeguard against theft.

### 21. CONFIDENTIAL, PROPRIETARY AND TRADE SECRET INFORMATION AND MATERIALS

- a. Buyer and Seller shall each keep confidential and protect from unauthorized use and disclosure all (i) confidential, proprietary and/or trade secret information; (ii) tangible items and software containing, conveying or embodying such information; and (iii) tooling identified as being subject to this article that is obtained, directly or indirectly, from the other in connection with this Contract or other agreement referencing this Contract, including Buyer's contract with its customer, if any, (collectively referred to as "Proprietary Information and Materials"). Buyer and Seller shall each use Proprietary Information and Materials of the other only in the performance of and for the purpose of

## GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

this Contract and/or any other agreement referencing this Contract, including Buyer's contract with its customer, if any.

- b. Upon Buyer's request at any time, and in any event upon the completion, termination or cancellation of this Contract, Seller shall return to Buyer all of Buyer's Proprietary Information and Materials and all materials derived therefrom, unless specifically directed otherwise in writing by Buyer. Seller shall not, without the prior written authorization of Buyer, sell or otherwise dispose of (as scrap or otherwise) any Goods, parts or other materials containing, conveying, embodying or made in accordance with or by reference to any Proprietary Information and Materials of Buyer. Prior to disposing of such Goods, parts or other materials as scrap, Seller shall render them unusable. Buyer shall have the right to audit Seller's compliance with this article.
- c. Seller may disclose Proprietary Information and Materials of Buyer to its subcontractors as required for the performance of this Contract, provided that each such subcontractor first agrees in writing to the same obligations imposed upon Seller under this article. Seller shall be liable to Buyer for any breach of such obligation by such subcontractor.
- d. The provisions of this article are effective notwithstanding the application of any restrictive legends or notices to Proprietary Information and Materials. The provisions of this article shall survive the performance, completion, termination or cancellation of this Contract.
- e. Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary or otherwise expressly set forth in this Purchase Order and subject to Paragraph (d) below, all specifications, information, data, drawings, software and other items supplied to Buyer by Seller shall be disclosed to Buyer on a non-proprietary basis and may be used and/or disclosed by Buyer without restriction.
- f. Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary or otherwise expressly set forth in this Purchase Order and subject to Paragraph (d) below, all specifications, information, data, drawings, software and other items which are (i) supplied to Seller by Buyer or (ii) obtained or developed by Seller in the performance of this Purchase Order or paid for by Buyer shall be proprietary to Buyer, shall be used only for purposes of providing goods or services to Buyer pursuant to this Purchase Order, and shall not be disclosed to any third party without Buyer's express written consent. All such items supplied by Buyer or obtained by Seller in performance of this Purchase Order or paid for by Buyer shall be promptly provided to Buyer on request or upon completion of this Purchase Order.
- g. Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary or otherwise expressly set forth in this Purchase Order and subject to Paragraph (d) below, any invention or intellectual property first made or conceived by Seller in the performance of this Purchase Order or which is derived from or based on the use of information supplied by Buyer shall be considered to be the property of Buyer; and Seller shall execute such documents necessary to perfect Buyer's title thereto. Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary or otherwise expressly set forth in this Purchase Order and subject to Paragraph (d) below, any work performed pursuant to this Purchase Order which includes any copyright interest shall be considered a "work made for hire". Subject to Paragraph 9(d) below, to the extent any of such works do not qualify as a "work made for hire", Seller hereby assigns to Buyer all its intellectual property rights, including its copyright rights, in such works effective immediately upon creation of such works, including when they are first fixed in a tangible medium.
- h. Applicable U.S. Government Procurement Regulations incorporated into this Purchase Order shall, when applicable, take precedence over any conflicting provision of this Section to the extent that such Regulations so require. The incorporation by reference of such U.S. Government Regulations dealing with subcontractors rights in Technical Data, subject inventions, copyrights, software and similar intellectual property are not intended to, and shall not, unless otherwise required by applicable law, obviate or modify any greater rights which Seller may have previously granted to Buyer pursuant to prior agreements between the Parties.

## GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

### 22. RELEASE OF INFORMATION

- a. Seller shall not publish, distribute, or use any information developed under or about the existence of this Purchase Order, or use the Germane Company name (or the name of any division, affiliate or subsidiary thereof), logo, trademark, service mark, or trade dress for the purpose of advertising, making a news release, creating a business reference, creating a website content or for goods or service endorsement without prior written approval of Buyer.
- b. Without prior written consent of the other Party, neither Party shall disclose to any third person the existence or Purpose of this Agreement, the terms or conditions hereof, the fact that discussions are taking place or that Company Information is being shared, except as may be required by law, regulation or court order.

### 23. PATENT, TRADEMARK AND COPYRIGHT INDEMNITY

Seller will indemnify, defend and hold harmless Buyer and its customer from all claims, suits, actions, awards (including, but not limited to, awards based on intentional infringement of patents known at the time of such infringement, exceeding actual damages and/or including attorney's fees and/or costs), liabilities, damages, costs and attorneys' fees related to the actual or alleged infringement of any United States or foreign intellectual property right (including, but not limited to, any right in a patent, copyright, industrial design or semiconductor mask work, or based on misappropriation or wrongful use of information or documents) and arising out of the manufacture, sale or use of Goods by either Buyer or its customer. Buyer will duly notify Seller of any such claim, suit or action. Seller will, at its own expense, fully defend such claim, suit or action on behalf of the indemnitees. Seller will have no obligation under this article with regard to any infringement arising from (a) the compliance of Seller's new product design with formal specifications issued by Buyer where infringement could not be avoided in complying with such specifications or (b) use or sale of Goods for other than their intended application in combination with other items when such infringement would not have occurred from the use or sale of those Goods solely for the purpose for which they were designed or sold by Seller.

### 24. INTELLECTUAL PROPERTY

- a. Intellectual Property ("IP"): IP means inventions, discoveries and improvements; know-how; technical data, drawings, specifications, process information, reports and documented information; and computer software. IP includes all worldwide common law and statutory rights to the foregoing, including but not limited to, patents, industrial designs, trade secrets, copyrights, mask work registrations, and the like.
- b. Background IP: Seller shall retain ownership of all IP owned or developed by Seller prior to the effective date of or outside the scope of this Contract ("Background IP"). Seller grants to Buyer an irrevocable, nonexclusive, sub licensable, perpetual, paid-up, royalty-free, worldwide license (i) to use, reproduce, distribute, modify, and prepare derivative works of such Background IP and (ii) to use, make, have made, offer for sale, sell, distribute and import products and services that incorporate or embody such Background IP, in each case solely as necessary for the purpose of exploiting Buyer's rights in the Goods or Foreground IP. Seller grants to Buyer such license rights for any purpose in the event Buyer cancels all or part of this Contract for Seller default in accordance with the "Cancellation for Default" Article of this Contract or in the event Buyer, in its own judgment, must provide Seller with design, manufacturing, or on-site support substantially in excess of what is required of Buyer under this Contract in order for Seller to comply with this Contract.
- c. Employee Agreements: Seller shall obtain agreements with its personnel to enable the grant of rights to which Buyer is entitled under this Article.
- d. Third Party IP: To the extent Seller incorporates third-party IP into any contract deliverable, Seller shall obtain for Buyer at least the license rights granted in paragraph b of this Article in such third-party IP, at no additional cost to Buyer.

## GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

- e. **Foreground IP:** The following subparagraphs of this paragraph e shall not apply to: (i) commercial off-the-shelf Goods except to the extent such Goods are modified or redesigned pursuant to this Contract; or (ii) any Goods to the extent their development was funded by the U.S. Government.
- i. All IP conceived, developed, or first reduced to practice by, for, or with Seller, either alone or with others, in performance of this Contract (collectively, "Foreground IP") shall be the exclusive property of Buyer. To the extent Foreground IP consists of works of authorship, such works shall be works made for hire with the copyrights vesting in Buyer. Seller hereby transfers, conveys, and assigns all right, title and interest in such Foreground IP free of charge to Buyer. Seller shall protect Foreground IP that is Proprietary Information and Materials as required by this Contract and shall mark documents or portions of documents containing Foreground IP as "Germane Proprietary" information or as otherwise directed by Buyer in writing.
  - ii. Seller will, within two (2) weeks after conception or first actual reduction to practice of any invention and prior to Contract completion, disclose in writing to Buyer all inventions, whether or not patentable, in sufficient technical detail to clearly convey the invention to one skilled in the art to which the invention pertains. Seller shall promptly execute all written instruments, and assist as Buyer reasonably directs in order to file, acquire, prosecute, maintain, enforce and assign Buyer's Foreground IP rights. Seller hereby irrevocably appoints Buyer and any of Buyer's officers and agents as Seller's attorney in fact to act on Seller's behalf and instead of Seller, with the same legal force and effect as if executed by Seller, with respect to executing any such written instruments.
  - iii. Buyer grants to Seller a non-exclusive, royalty-free right during the term of this Contract to use, reproduce, modify, practice and prepare derivative works of any Foreground IP solely as necessary for Seller to perform its obligations under this Contract, except that, notwithstanding the foregoing, Seller may use and disclose Proprietary Information and Materials as permitted under this Contract. Seller shall not, without Buyer's prior written consent, use Foreground IP or such derivative works in any manner not authorized under this Contract, including, but not limited to, developing, manufacturing, obtaining a certification to manufacture, offering for sale or selling any product, equipment, or service which utilizes or is enabled by Foreground IP.

### 25. DISPUTES AND GOVERNING LAW

- a. Any controversy or claim that may arise out of or in connection with this Purchase Order shall be submitted in writing to senior management representatives of the Parties for resolution. If the Parties senior management representatives are unable after good faith efforts to settle the dispute to the mutual satisfaction of the Parties within ten (10) business days after the dispute is submitted in writing to the senior management representatives, or such later date as may be agreed in writing by the Parties, either Party may submit the dispute to a court of competent jurisdiction. To the extent permitted by applicable law, the parties waive any right they may have to a trial by jury. Notwithstanding the above, either Party may seek injunctive or other equitable relief in any court of competent jurisdiction at any time.
- b. Pending resolution or settlement of any dispute arising under this Purchase Order, Seller will proceed diligently as directed by Buyer with the performance of this Purchase Order. Irrespective of the place of performance, this Purchase Order shall be governed and construed in accordance with the laws of the State within the United States from which this Purchase Order is issued by Buyer, without regard to its conflicts of law's provisions, except that any provision in this Purchase Order that is: (i) incorporated in full text or by reference from the Federal Acquisition Regulation (FAR) or; (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or; (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the United States Government. The provisions of the "United Nations Convention on Contracts for International Sale of Goods" shall not apply to this Purchase Order, including any amendments or changes to this Purchase Order.

## GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

- c. Governing Law: This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law provisions and exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the state and federal courts of Fairfax County, Commonwealth of Virginia. In the event either Party shall bring any action to enforce or protect any of its rights under this Agreement, the prevailing Party shall be entitled to recover, in addition to its damages, its reasonable attorneys' fees and costs incurred in connection therewith.

### 26. REMEDIES

- a. Except as otherwise provided herein, the rights and remedies of both Parties hereunder shall be in addition to their rights and remedies at law or in equity. Failure of either Party to enforce any of its rights shall not constitute a waiver of such rights or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect.

### 27. TERMINATION FOR CONVENIENCE

- a. Buyer may, by written notice, terminate this Purchase Order for convenience and without cause, in whole or in part, at any time, and such termination shall not constitute default. In the event of partial termination, Seller is not excused from performance of the non-terminated balance of work under the Purchase Order
- b. In the event of termination for convenience by Buyer, Seller shall be reimbursed for actual, reasonable, substantiated and allocable costs, plus a reasonable profit for work performed to date of termination. Any termination settlement proposal shall be submitted to Buyer promptly, but no later than thirty (30) days from the effective date of the termination. In no event shall the amount of any settlement be in excess of the Purchase Order value. Buyer may take immediate possession of all goods, complete or incomplete, and all products resulting from services upon written notice of termination to Seller.

### 28. TERMINATION FOR DEFAULT

- a. Buyer may, by written notice to Seller, cancel all or part of this Contract: (i) if Seller fails to deliver the Goods within the time specified by this Contract or any written extension; (ii) if Seller fails to perform any other provision of this Contract or fails to make progress, so as to endanger performance of this Contract, and, in either of these two circumstances, within ten (10) days after receipt of notice from Buyer specifying the failure, does not cure the failure or provide Buyer with a written detailed plan adequate to cure the failure if such failure reasonably cannot be cured within such ten (10) days and such plan is not acceptable to Buyer's Authorized Procurement Representative; or (iii) in the event of Seller's bankruptcy, suspension of business, insolvency, appointment of a receiver for Seller's property or business, or any assignment, reorganization or arrangement by Seller for the benefit of its creditors.
- b. Seller shall continue work not canceled. If Buyer cancels all or part of this Contract, Seller shall be liable for Buyer's excess re-procurement costs.
- c. Buyer may require Seller to transfer title and deliver to Buyer, as directed by Buyer, any (i) completed Goods, and (ii) any partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (collectively, "Manufacturing Materials") that Seller has specifically produced or acquired for the canceled portion of this Contract. Upon direction from Buyer, Seller shall also protect and preserve property in its possession in which Buyer or its Customer has an interest. Buyer shall pay the Contract price for Goods accepted. In addition, any payment for Manufacturing Materials accepted by Buyer and for the protection and preservation of property shall be at a price determined in accordance with the "Termination for Convenience" article of this Contract, except that Seller shall not be entitled to profit. Buyer may withhold from any amount due under this Contract any sum Buyer determines to be necessary to protect Buyer or Buyer's customer against loss because of outstanding liens or claims of former lien holders.

## GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

- d. If, after cancellation, it is determined that Seller was not in default, the rights and remedies of the Parties shall be as if the Contract had been terminated according to the "Termination for Convenience" article of this Contract.

### 29. INDEMNITY AGAINST CLAIMS

- a. Seller shall keep its work and all goods supplied by it hereunder free and clear of all liens and encumbrances, including mechanic' s liens, in any way arising from performance of this Purchase Order by Seller or by any of its vendors or subcontractors. Seller may be required by Buyer to provide a certification of the satisfactory release of liens as a condition of final payment.
- b. Seller shall, without limitation, indemnify and save Buyer and its customer(s) and their respective officers, directors, employees and agents harmless from and against (i) all claims (including claims under Workers' Compensation or Occupational Disease laws or other equivalent laws in Seller's country) and resulting costs, expenses (including attorney fees and costs) and liability which arise from personal injury, death, or property loss or damage attributed to, or caused by, the goods supplied, or the services performed by Seller pursuant to this Purchase Order, including, without limitation, latent defects in such goods and/or services, except to the extent that such injury, death, loss or damage is caused solely and directly by the negligence of Buyer, and (ii) all claims (including resulting costs, expenses and liability) by the employees of Seller or any of its subcontractors.

### 30. FORCE MAJEURE

Except for a default of Seller's subcontractor at any tier, neither Buyer nor Seller shall be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In the event that performance of this Purchase Order is hindered, delayed or adversely affected by causes of the type described above (" Force Majeure" ), then the Party whose performance is so affected shall so notify the other Party's authorized representative in writing and, at Buyer' s option, this Purchase Order shall be completed with such adjustments to delivery schedule as are reasonably required by the existence of Force Majeure or this Purchase Order may be terminated for convenience.

### 31. COMPLIANCE WITH LAWS

- a. Government Priority Rating, as identified on this Purchase Order, if this order contains a rating in accordance with the Defense Priorities and Allocations System (DPAS) Regulation (15 CFR 700), by accepting this order the Seller is acknowledging the stated priority rating and will comply with all applicable requirements including meeting the required delivery schedule.
- b. Seller warrants that the goods to be furnished and the services to be rendered under this Purchase Order shall be manufactured, sold, used and rendered in compliance with all relevant federal, state, local law, orders, rules, ordinances, and regulations, including but not limited to the Foreign Corrupt Practices Act, 15 U.S.C. § 78 et seq. (the "FCPA") and all laws and regulations of Seller's place of performance, and in compliance with applicable international prohibitions on child labor. Seller certifies that with respect to the production of the goods and/or the performance of the services covered by this Purchase Order, it has fully complied with Sections 6, 7, 12, and 15 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof, if applicable,
- c. Seller warrants that all goods delivered under this Purchase Order are in conformance with the latest OSHA requirements,
- d. Seller warrants that in the performance of this Purchase Order, it will comply with all applicable U.S. Department of Transportation regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules, or regulations,

## GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

- e. Seller warrants that it has complied with the Anti-Kickback Act of 1986 and has not offered or given and will not offer or give to any employee, agent, or representative of Buyer any gratuity or any kickback within the meaning of the Anti-Kickback Act of 1986. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller and
- f. Seller represents and warrants to, and covenants and agrees with, Buyer that:
  - i. Seller is familiar with the prohibitions under the Anti-Corruption Requirements, and, in particular, it is familiar with the requirements described in clause 19(c)(3).
  - ii. No compensation payable hereunder has been used, nor will be used, for any activity or purpose where a reasonable belief exists that the Anti-Corruption Requirements would be violated or that Seller or Buyer would be exposed to liability under the Anti-Corruption Requirements.
  - iii. In connection with its performance of this Purchase Order, Seller has not, and has not either agreed to or directly or indirectly, offered, paid, given, promised to pay or give, or authorized the payment or giving of any money, gift, loan, fee, reward, advantage or anything of value, and will not either agree to or directly or indirectly, offer, pay, give, promise to pay or give, or authorize the payment or giving of any money, gift, loan, fee, reward, advantage, or anything of value to:
    - 1. (A) any officer or employee of a foreign government or any department or agency thereof, whether at the national, regional, or local level, (B) any officer or employee of any entity, enterprise or organization that is owned or controlled by a foreign government or any department or agency thereof; (C) any officer or employee of a public international organization, (D) any person acting in an official capacity for or on behalf of any such government or department, agency, entity, enterprise, or organization, or (E) any member of a political party or candidate for public office in a foreign country (together and individually hereinafter referred to as "Government Official");
    - 2. any customer, or any officer, director, employee of a customer, or any shareholder or beneficial owner of shares in a customer or any affiliate of a customer or any person who has or exercises control over the customer or any affiliate of the customer (together and individually hereinafter referred to as "Customer Personnel").
    - 3. any person while knowing or having reason to know that all or a portion of such money, gift, loan, fee, reward, advantage, or thing of value will be offered, paid, given or promised, directly or indirectly, to any Government Official or Customer Personnel ("Restricted Person"); or
    - 4. any relative, close associate, agent or representative of a Government Official, Customer Personnel, or Restricted Person, for the purpose of: (A) influencing or attempting to influence any act or decision of any Government Official, Customer Personnel, or Restricted Person acting in an official capacity, or influencing or attempting to influence any Government Official, Customer Personnel, or Restricted Person to do or omit to do any act in violation of his, her or its lawful duty, obligation or responsibility; (B) inducing or attempting to induce a Government Official, Customer Personnel or Restricted Person to use his, her, or its influence to affect or influence any act or decision of a customer, a foreign government, a foreign agency, a public international organization or department thereof, or any entity, enterprise or organization controlled by a foreign government, a foreign agency or a public international organization (C) rewarding a Government Official, Customer Personnel, or Restricted Person for doing or forbearing to do anything in respect of any matter or transaction; or (D) assisting Seller or Buyer in obtaining or retaining business, improving profitability or revenues of Buyer or Seller, or receiving any improper advantage by securing business, or directing business for, with, or to any person.
  - iv. None of Seller's principals, consultants, subcontractors, officers, directors, shareholders, employees or agents is a Government Official, Customer Personnel, or Restricted Person



## GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

- unless approved by Buyer. Neither Seller nor any of its principals, consultants, subcontractors, shareholders, directors, officers, employees or agents has performed or will perform any act which Buyer could reasonably believe would constitute a violation of the Anti-Corruption Requirements or which Buyer could reasonably believe would cause Buyer to be in violation of the Anti-Corruption Requirements, or present a credible risk, as determined by Buyer, of a violation of the Anti-Corruption Requirements.
- v. If at any time Seller becomes aware of information or circumstances that suggest any of the representations, warranties, and covenants referenced in this Section 19 may not be accurate, it shall notify Buyer immediately in writing, but not more than seven (7) days after becoming aware of such circumstances.
  - vi. No Government Official, Customer Personnel or Restricted Person has a right to share directly or indirectly in any compensation payable under this Purchase Order. No payment will be made hereunder to any person other than Seller; and no payment will be made to Seller under this Purchase Order other than the payment of the compensation in accordance with the terms hereof.
  - vii. In connection with this Purchase Order Seller shall maintain books, records, and accounts, which in reasonable detail, accurately and fairly reflect the transactions and asset dispositions of Seller and allow Buyer to maintain accurate books and records and comply with the requirements for internal management controls set forth in the Anti-Corruption Requirements as well as relevant U.S. laws and regulations.
  - viii. Any modification or amendment to this Purchase Order shall be deemed a re-certification of the accuracy and truthfulness of the foregoing representations and warranties of this Section.
  - ix. Seller's price quotations and invoice prices shall accurately and fairly reflect the commensurate value of the goods and services provided under this Purchase Order.
  - x. Seller shall cooperate with, and provide assistance to, Buyer in implementing adequate due diligence procedures in connection with the selection and retention of consultants and subcontractors by Buyer or Seller.
- g. For Purchase Orders placed in support of and charged to a U.S. Government ("Government") Prime Contract or subcontract thereunder procuring an item meeting the Federal Acquisition Regulation (FAR) definition of a commercial item, the following clauses set forth in the FAR or the Defense Federal Acquisition Regulation Supplement (DFARS) in effect as of the date of the prime contract or higher-tier subcontract are incorporated herein by reference as if set forth in full text unless made inapplicable by its corresponding note, if any. In all clauses listed herein terms shall be revised to suitably identify the party to establish Seller's obligations to Buyer and to the Government; and to enable Buyer to meet its obligations under its prime contract. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term "Government" and equivalent phrases shall mean "Buyer", the term "Contracting Officer" shall mean "Buyer's Purchasing Representative", the term "Contractor" or "Offeror" shall mean "Seller", "Subcontractor" shall mean "Seller's Subcontractor" under this Purchase Order, and the term "Contract" shall mean this "Purchase Order". For the avoidance of doubt, the words "Government" and "Contracting Officer" do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, such as in FAR 52.227-1 and FAR 52.227-2 and (2) when title to property is to be transferred directly to the Government. If any of the following FAR or DFARS clauses do not apply to this Purchase Order, such clauses are considered to be self-deleting.
- h. THE FOLLOWING FAR CLAUSES ARE APPLICABLE TO PURCHASE ORDERS FOR COMMERCIAL ITEMS UNDER ALL GOVERNMENT CONTRACTS:
- 52.203-7 "Anti-Kickback Procedures" (Excepting paragraph (c)(1))(Applicable to Purchase Orders that exceed \$150,000.)

## GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

- 52.203-12 “Limitation on Payments to Influence Certain Federal Transactions” (Applicable to Purchase Orders exceeding \$150,000.)
- 52.204-10 “Reporting Executive Compensation and First-Tier Subcontract Awards” (Applicable to Purchase Orders of \$25,000 or more and when Buyer is the Prime Contractor.) (The usual substitution of the parties is not applicable to this clause. Seller shall report to Buyer the information required under the clause.)
- 52.209-6 “Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment” (Applicable to Purchase Orders of \$30,000 or more.)
- 52-209-10 “Prohibition on Contracting with Inverted Domestic Corporations”
- 52.211-15 “Defense Priority and Allocation Requirements”
- 52.212.5 “Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items”
- 52.215-2 “Audit and Records – Negotiation” (applicable to all subcontracts/purchase orders over \$150,000)
- 52.215-22 “Limitations on Pass-Through Charges – Identification of Subcontract Effort” (Applicable to solicitations for Purchase Orders that will incorporate FAR clause 52.215-23 or 52.215-23 Alt I.)
- 52.215-23 & Alt I “Limitations on Pass – Through Charges” (Include Alternate I if it is Included in the prime contract) (Under other than DoD prime contracts, applicable to time and material and labor hour Purchase Orders that exceed the simplified acquisition threshold; and under DoD prime contracts, applicable to time and material, labor hour, and fixed price Purchase Orders, except those identified in FAR 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.)
- 52.222-21 “Prohibition of Segregated Facilities” (Applicable to Purchase Orders exceeding \$10,000.)
- 52.222-26 “Equal Opportunity” (Applicable to Purchase Orders exceeding \$10,000.)
- 52.222-35 “Equal Opportunity for Veterans” (Applicable to Purchase Orders exceeding \$100,000.)
- 52.222-36 “Affirmative Action for Workers with Disabilities” (Applicable to Purchase Orders exceeding \$15,000.)
- 52.222-40 “Notification of Employee Rights Under the National Labor Relations Act” (Applicable to Purchase Orders that exceed \$10,000 and are issued under prime contracts resulting from Solicitations issued after December 12, 2010.)
- 52.222-41 “Service Contract Act of 1965” (Applicable to Purchase Orders that are subject to the Service Contract Act of 1965.)
- 52.222-50 & Alt I “Combating Trafficking in Persons” (Alternate I is applicable to Purchase Orders if it is included in the prime contract.)
- 52.222-51 “Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements”
- 52-222-53 “Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements”
- 52.222-54 “Employment Eligibility Verification” (Applicable to Purchase Orders (i) for construction or commercial or noncommercial services (except commercial services that are part of a purchase of a COTS item, or an item that would be a COTS item, but for minor modifications, performed by the COTS provider, and that are normally provided for that COTS item); (ii) has a value more than \$3,000; and (iii) includes work performed in the United States.)
- 52-225-1 “Buy American Act – Supplies
- 52-225-13 “Restrictions on Certain Foreign Purchases”

## GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

- 52.226-6 “Promoting Excess Food donation to Nonprofit Organizations”
  - 52.244-6 “Subcontracts for Commercial Items”
  - 52.247-64 “Preference for Privately Owned U.S.-Flag Commercial Vessels”
- i. THE FOLLOWING DFAR CLAUSES ARE APPLICABLE TO PURCHASE ORDERS FOR COMMERCIAL ITEMS UNDER ALL DOD CONTRACTS:
- 252.215-7003 “Excessive Pass-Through Charges – Identification of Subcontract Effort” (APR 2007)
  - 252.215-7003 “Excessive Pass-Through Charges – Identification of Subcontract Effort” (MAY 2008)
  - 252.215-7004 “Excessive Pass-Through Charges” (APR 2007)
  - 252.215-7004 & Alt I “Excessive Pass-Through Charges” (MAY 2008)
  - 252.223-7008 “Prohibition of Hexavalent Chromium
  - 252.225-7008 “Restriction on Acquisition of Specialty Metals
  - 252.225-7009 “Restriction on Acquisition of Certain Articles Containing Specialty Metals” (excluding paragraph (d) which is deleted from this clause
  - 252.225-7010 “Commercial Derivative Military Article – Specialty Metals Compliance Certificate
  - 252.225-7014 “Preference for Domestic Specialty Metals”
  - 252.227-7015 “Technical Data – Commercial Items”
  - 252.227-7037 “Validation of Restrictive Markings on Technical Data
  - 252.244-7000 “Subcontracts for Commercial Items and Commercial Components (DoD Contracts)”
  - 252.246-7003 “Notification of Potential Safety Issues
  - 252-246-7007 “Contractor Counterfeit Electronic Part Detection and Avoidance System”
  - 252-247-7003 “Pass through of Motor Carrier Fuel Surcharge Adjustments to the Cost Bearer”
  - 252.247-7023 “Transportation of Supplies by Sea” 20. 252.247-7024 “Notification of Transportation of Supplies by Sea”
  - 252.247-7024 “Notification of Transportation of Suppliers by Sea”

### 32. SEVERABILITY

If any provision of this Purchase Order or application thereof is found invalid, illegal or unenforceable by law, the remainder of this Purchase Order will remain valid, enforceable and in full force and effect, and the Parties will negotiate in good faith to substitute a provision of like economic intent and effect.

### 33. SURVIVABILITY

Seller’s obligations that by their very nature must survive expiration, termination or completion of this Purchase Order, including but not limited to obligations under the Termination for Convenience, Termination for Default, Proprietary Rights, Release of Information, Warranty, Infringement, Taxes and Drawback, Compliance with Law, Responsibility and Insurance, Indemnity Against Claims, Export/Import Controls, Electronic Transmissions, and Buyer’s Access to Seller Records and Facilities provisions of this Purchase Order, shall survive expiration, termination or completion of this Purchase Order.

### 34. ENTIRE AGREEMENT

This Contract, together with all purchase orders, change orders, attachments, exhibits, supplements, specifications, and other terms referenced in this Contract, contains the entire agreement of the Parties and supersedes any and all prior agreements, understandings and communications between Buyer and

## GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

Seller related to the subject matter of this Contract. Except as authorized herein, no amendment or modification of this Contract shall bind either Party unless it is in writing and executed by both parties.

## GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

### Revision History

DATE	DESCRIPTION OF CHANGES	REV	APPROVER
01-17-17	Added rev history page 1. Added information to satisfy AS9100C requirements. 2. Multiple Quality clauses was added under "Quality Control" 3. Added IPC requirements 4. Added AS9102 requirements	2	Carl Wallace
02-01-17	Changed section 7 b from "Buyer's Authorized Procurement Representative in writing within 10 days, and deliver a fully supported proposal to Buyer's Authorized Procurement Representative within 15 days" TO: "Buyer's Authorized Procurement Representative in writing within two (2) business days, and deliver a fully supported proposal to Buyer's Authorized Procurement Representative within three (3) business days"	3	Jim Kiracofe