

GENERAL PURCHASE ORDER PROVISIONS [AES GP/FFP (10/04)]

1. **ACCEPTANCE - ENTIRE AGREEMENT - MODIFICATION.** This order is for the purchase and sale of goods and services described on the face of this order (hereinafter "Items"). Acceptance of this order shall be limited to the terms and conditions contained herein and incorporated herein by reference. This order shall be deemed accepted upon the return of the acknowledgment copy of this order or the commencement of performance by Seller. Buyer rejects any additional or inconsistent terms and conditions offered by Seller at any time, whether or not such terms or conditions materially alter the order and irrespective of Buyer's acceptance of or payment for Items. These terms and conditions constitute the entire agreement between the parties and no change to or modification of this order shall be binding upon Buyer unless in writing and signed by an authorized representative of Buyer's procurement or purchasing office at Buyer's place of business issuing this order.
 - (2) Except as permitted under Paragraph 2.B.(4), below, Seller may use Information only in the performance of work for Buyer and, upon Buyer's request, Seller will deliver all Information and all copies thereof to Buyer.
 - (3) All Information prepared by Seller specifically in connection with performance of this order, including original works of authorship created by Seller, are considered "works made for hire" under U.S. Copyright Law. Buyer shall be deemed the author of such works. If any such work is determined not to be a work made for hire, this Paragraph 2.B.(3) shall operate as an irrevocable assignment by the author of such work to Buyer of the copyright in the work, including all right, title, and interest throughout the world, including the right to make derivatives thereof and revisions thereto. Seller further agrees to assign to Buyer all other intellectual property rights to Information or to any item designed, or created using such Information.
 - (4) Seller may not disclose Information to any person or entity without Buyer's prior written permission. If, with Buyer's prior written permission, Seller furnishes Information to any supplier or subcontractor of Seller for use in performance of Buyer's orders, Seller shall (i) insert the substance of Article 2 in all orders to such supplier or subcontractor; and (ii) remain responsible hereunder for any breach by such supplier or subcontractor of Article 2.
2. **PROTECTION OF PROPERTY AND INFORMATION.**
 - A. **PROPERTY.**
 - (1) For the purpose of these General Purchase Order Provisions, "Property" shall mean all materials, equipment, tools, and facilities furnished to Seller by Buyer, or paid for by Buyer under this order, as well as any improvements thereto or replacements thereof.
 - (2) Title to all Property shall be vested in Buyer with the right to demand possession at any time. Seller may use Property only in the performance of work for Buyer. Buyer does not warrant any aspect of the Property.
 - (3) Seller bears the risk of loss of, and is responsible for paying all personal property taxes that accrue on, all Property that is in the custody or control of Seller or any supplier or subcontractor to whom Seller delivers Property as permitted under Article 2.A.(6), below.
 - (4) Seller will establish and maintain a system to control, protect, preserve, and maintain all Property in good condition and repair. All Property is subject to removal and return at Buyer's written request, in which event Seller, at Buyer's expense, will prepare such Property for shipment and deliver it to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted. Buyer may enter Seller's premises at any reasonable time to inspect the Property and Seller's records with respect thereto.
 - (5) Upon completion or termination of this order, Seller will retain all Property at its expense until disposition directions are received from Buyer.
 - (6) Seller may not deliver custody of any Property to any person or entity other than Buyer without Buyer's prior written permission. If with Buyer's prior written permission Seller furnishes Property to any supplier or subcontractor of Seller for use in performance of Buyer's orders, Seller shall (i) insert the substance of this Section 2.A in all orders to such supplier or subcontractor; and (ii) remain responsible hereunder for any breach by such supplier or subcontractor of this Section 2.A.
 - B. **INFORMATION.**
 - (1) For the purpose of these General Purchase Order Provisions, all Property and Other Data provided to Seller from Buyer or other suppliers of Buyer shall be treated as "Information". For the purpose of these General Purchase Order Provisions, "Other Data" shall mean all technical data (including without limitation manufacturing, process, test or repair data, know-how, designs, and data describing physical, functional, and/or performance characteristics), computer software, and all other information and/or data that: (i) has been supplied to Seller (or any other person) by or on behalf of Buyer, whether transmitted in writing, orally, or otherwise; (ii) Seller has designed, developed, or created at Buyer's expense; and (iii) all derivatives of (i) and (ii) that Seller has designed, developed, or created. Except to the extent specifically provided in these General Purchase Order Provisions, Seller shall have no rights in any Information.
 - (2) Except as permitted under Paragraph 2.B.(4), below, Seller may use Information only in the performance of work for Buyer and, upon Buyer's request, Seller will deliver all Information and all copies thereof to Buyer.
 - (3) All Information prepared by Seller specifically in connection with performance of this order, including original works of authorship created by Seller, are considered "works made for hire" under U.S. Copyright Law. Buyer shall be deemed the author of such works. If any such work is determined not to be a work made for hire, this Paragraph 2.B.(3) shall operate as an irrevocable assignment by the author of such work to Buyer of the copyright in the work, including all right, title, and interest throughout the world, including the right to make derivatives thereof and revisions thereto. Seller further agrees to assign to Buyer all other intellectual property rights to Information or to any item designed, or created using such Information.
 - (4) Seller may not disclose Information to any person or entity without Buyer's prior written permission. If, with Buyer's prior written permission, Seller furnishes Information to any supplier or subcontractor of Seller for use in performance of Buyer's orders, Seller shall (i) insert the substance of Article 2 in all orders to such supplier or subcontractor; and (ii) remain responsible hereunder for any breach by such supplier or subcontractor of Article 2.
 - C. **AFTERMARKET ACTIVITY.**
 - (1) For the purpose of these General Purchase Order Provisions: (i) "Product" shall mean anything designed, developed, or created using Information; (ii) "Buyer Part" shall mean any component, part, or detail of any component or part, designed, manufactured and/or sold by Buyer; and (iii) "Aftermarket Activity" shall mean transactions (including sales to third parties, including the U.S. Government) for products or services by Seller related to or based on the following: (a) creating a repair for a Buyer part; (b) designing a new part that is similar or identical to a Buyer Part; (c) comparing a Buyer Part design with another part design; (d) obtaining Parts Manufacturing Approval (PMA) from the Federal Aviation Administration (FAA) pursuant to Part 21.303 of the Federal Aviation Regulations; (e) obtaining approval from a Designated Engineering Representative (DER) under FAA Order 8110.4 to repair a Buyer Part; or (f) obtaining any other governmental approval to manufacture or repair a Buyer Part.
 - (2) Except pursuant to Buyer's prior written permission, Seller shall not use (or assist others in using) Information to engage in Aftermarket Activity.
 - (3) Seller must obtain Buyer's written permission before selling any Product to any third party purporting to purchase Products under authority of Buyer.
 - D. **TRAINING OF EMPLOYEES.** Seller will maintain adequate processes to protect Buyer's Property and Information from improper use and/or disclosure, and will train its employees appropriately to follow such processes. Seller's failure to comply with the foregoing sentence shall constitute grounds for termination of this order by Buyer under Article 10.B. of these General Purchase Order Provisions.
3. **DELIVERIES AND SHIPMENTS.** Delivery of Items in accordance with the schedule are a material requirement of this order. TIME IS OF THE ESSENCE. Seller shall not, without Buyer's prior written consent, manufacture or procure materials in advance of Seller's reasonable lead-time. Seller will, at its expense, ship by express or air shipment or by the most expeditious way if the delivery schedule is endangered for any reason other than Buyer's fault. Buyer reserves the right to reject all or any part of any delivery that varies from the quantity authorized by Buyer for shipment. All items shall be packaged in accordance with Buyer's instructions or, if none are specified, in accordance with good commercial practice in a manner sufficient to ensure arrival in an undamaged

GENERAL PURCHASE ORDER PROVISIONS [AES GP/FFP (10/04)]

condition. Items shipped in advance of Buyer's delivery schedule may be returned at Seller's expense. If requested by Buyer, Seller shall give notice of shipment to Buyer at the time of delivery of any shipment of Items to a carrier for transportation. Title and risk of loss of Items shall pass to Buyer at the FOB point specified on the face of this order, unless earlier passed pursuant to other provisions of this order.

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

5. INSPECTION. Notwithstanding (i) payment, (ii) passage of title, or (iii) prior inspection or test, all Items are subject to final inspection and acceptance or rejection by Buyer at Buyer's facility. At all reasonable times, including the period of manufacture, Buyer, its customers, and/or representatives of the FAA or other cognizant aviation regulatory bodies may inspect and/or test the Items to be furnished hereunder at the places where the work is being performed, including those of the Seller's suppliers, and Seller shall provide, without additional charge, reasonable facilities and assistance for safe and convenient inspection and test. Buyer may inspect 100% or a sample of all Items or any lot of Items at Buyer's option, and Buyer shall have the right to reject all or any portion of the Items or lot of Items if any such inspection reveals them to be, in Buyer's sole opinion, defective or nonconforming. Seller shall provide and maintain a test and inspection system acceptable to Buyer and its customers, if required. Records of all inspection work by Seller shall be kept complete and available to Buyer and its customers during the performance hereof and for seven (7) years after final payment by Buyer or for such longer period as may be specified elsewhere

6. WARRANTY.

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

B. In the event Conforming Items are not furnished, within twenty (20) days after the non-Conforming Item is returned to Seller, Seller shall repair or replace such non-Conforming Items. The failure of Seller to repair or replace and redeliver such non-Conforming Items within such twenty (20) day period shall entitle Buyer, at its election and in addition to any other rights or remedies it may have at law or in equity, to have such non-Conforming Items corrected at Seller's expense. In addition to the costs of repairing or replacing such non-Conforming Items Seller agrees that, notwithstanding the provisions of any warranties, expressed or otherwise, negotiated with respect to Items purchased from Seller by Buyer or Buyer's customers, Seller shall reimburse Buyer for labor and material cost, including overhead and general administrative (G&A) expense reasonably incurred by Buyer in connection with: (i) the unscheduled removal and/or replacement of such Items or components thereof from a higher level assembly due to failure of such Items to conform to requirements of this order or defective material, workmanship, or design; (ii) any such removal of said Items at Seller's request; or (iii) any such removal of said Items required due to any previously required changes to said Items which Seller has failed to incorporate. This remedy is not exclusive and shall not be in lieu of any other remedy available at law, in equity, or under this order.

C. The warranty period shall be suspended upon notice that non-Conforming Items have been furnished until they have been repaired or replaced and redelivered to

Buyer postage or freight prepaid, or in the case of nonconforming services, have been corrected. The un-expired portion of the warranty shall be applicable to the repaired, replaced or corrected Conforming Items.

7. CHANGES.

A. Buyer may, at any time, by a written change order, without notice to any sureties, make changes in any one or more of the following: (i) drawings, designs, specifications, where the Items to be furnished are to be specially manufactured for the Buyer in accordance therewith; (ii) method of shipment or packing; (iii) place or time of inspection, delivery, or acceptance; (iv) the quantity and/or type of services ordered, (v) the work or service schedules, or (vi) the amount of any Buyer furnished property. If any such change causes an increase or decrease in the cost of or time required for performance of this order, whether or not changed by the order, an equitable adjustment shall be made in the price or delivery schedule or both and this order shall be modified accordingly. No claim by Seller for adjustment hereunder shall be allowed unless made in writing for a specified amount within twenty (20) days from the date notice of any such change is received by Seller. If Seller considers that the conduct, statement or direction of any of Buyer's employees constitutes a change hereunder, Seller shall notify Buyer's authorized representative and take no action on the perceived change pending written approval of Buyer's authorized representative. Only Buyer's authorized representative has authority to approve a change. Any change made by Seller without such written approval shall be deemed voluntary by Seller and not compensable in the cost of or time required for performance. Nothing in this Article shall excuse Seller from proceeding with performance of this order as changed.

B. Notwithstanding the above or any other provision of this order, Seller hereby agrees that any changes that are made to meet the specified performance requirements of this order shall not entitle Seller to any adjustment in either price or delivery.

8. DESIGN CHANGES. During performance of this order, Seller shall not make any changes in the design of Items to be furnished by Seller under this order without advance written notification to and written approval of Buyer. The above requirement applies whether or not there is a cost impact associated with the change and regardless of the type of change involved, including product improvements.

9. STOP WORK ORDERS. Buyer may, at any time by written order, require Seller to stop all or any part of the work under this order for a period of up to one hundred twenty (120) days after delivery of such stop work order, and for any further period as the parties may agree. Immediately upon receipt of such stop work order, Seller shall comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work stoppage. At any time during such period, Buyer may, in whole or in part, either cancel the stop work order or terminate the work in accordance with Article 10.A., Termination, of this order. To the extent the stop work order is canceled or expires, Seller shall resume work. If a stop work order is the sole and exclusive cause of a material change in cost or delivery, an adjustment shall be made in the price (excluding profit) or the delivery schedule, or both and this order modified accordingly; provided, however, that no adjustment in price or delivery shall be made under this Article if, (i) the work would have been otherwise interrupted or delayed, or (ii) such adjustment is available or expressly excluded under any other provision of this order. No claim for adjustment shall be allowed unless submitted to Buyer in writing in a specified amount within twenty (20) days after the work is terminated or the stop work order expires or is canceled whichever first occurs.

10. TERMINATION.

A. By written notice, Buyer may terminate this order or any part hereof, for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder and shall immediately cause all of its suppliers and subcontractors to cease work. Subject to the terms of this order, Seller shall be paid a portion of the order price

GENERAL PURCHASE ORDER PROVISIONS [AES GP/FFP (10/04)]

reflecting the actual costs incurred for the work performed prior to the notice of termination, plus reasonable charges Seller can demonstrate to the satisfaction of Buyer using its standard record keeping system, that have resulted from the termination. Seller shall submit its claim no later than six (6) months after receipt of the termination notice. Seller shall make reasonably available to Buyer or Buyer's representative, any books, records and papers supporting its claim. Seller shall not be paid for any work performed or costs incurred which should have been avoided. Upon Buyer's payment to Seller in accordance with this Section 10.A., title to all equipment, materials, work-in-progress, special tooling, finished products, and anything acquired for this order, and any plans, drawings, specifications, Information, and other things that would have been required to be delivered to Buyer, shall vest in Buyer.

- B. By written notice, Buyer may terminate this order in whole or in part: (i) if Seller fails or refuses to perform in accordance with any of the requirements of this order or to make progress so as to endanger performance hereunder (a "Default"), (ii) if Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller (whether voluntary or involuntary) under any federal or state law, or under any agreement, instrument, security interest, or similar arrangement, relating to bankruptcy, arrangement among debtor and creditors, reorganization, receivership or assignment for the benefit of creditors, (iii) if Seller fails to provide Buyer, upon request, with adequate assurances of future performance within the time period requested by Buyer, or (iv) if Seller engages in any use or disclosure of Information that is not expressly permitted under the terms of this order. Any such termination will be without liability to Buyer except for completed Items delivered and accepted by Buyer, payment for which can be set off against damages to Buyer. Buyer may require Seller to transfer title and deliver to Buyer any or all property produced or procured by Seller for performance of the work completed as of the termination and Seller shall be credited with the reasonable value thereof not to exceed Seller's actual incurred costs or the order price, whichever is less. Seller will be liable for damages caused by or resulting from its default including but not limited to excess costs of re-procurement. If, after a termination pursuant to clause (i), (iii), or (iv) of this Section 10.B., it is determined that Seller was not in Default, that adequate assurances had been provided, or that Seller had a legal right to use or disclose Information, the termination shall be deemed a termination for convenience in accordance with Section 10.A. Buyer or its designee shall have the right to audit all elements of any termination claim and Seller shall make available to Buyer or Buyer's designee on request all books, records, and papers relating thereto. Termination of the order pursuant to this Section 10.B. shall be without prejudice to any other rights and remedies of Buyer under statute or common law.
- C. To the extent this order is not terminated pursuant to Sections 10.A. or 10.B., above, Seller shall continue performance.

11. **EXCUSABLE DELAYS.** Neither party shall be in default for any delay or failure to perform hereunder due to causes beyond its control and without its fault or negligence; provided, that any delay or failure to perform caused by the default of a supplier of Seller at any lower-tier shall be excused only if (i) it is beyond the control of both Seller and such supplier and without the fault or negligence of either, (ii) the parts to be furnished are not obtainable from other sources in sufficient time to permit Seller to meet the delivery schedule, and (iii) Seller furnishes prompt written notice to Buyer of the occurrence of any such cause that will or may delay Seller's performance. If delivery of any Item is delayed by any excusable delay for more than three (3) months, Buyer may, without any additional extension, cancel all or part of any order with respect to the delayed Item, and exercise any of its remedies in accordance with Article 10.B.
12. **PRICES, TAXES AND NEW MATERIAL.** Seller warrants that none of the items furnished under this order are surplus, used, remanufactured or reconditioned or of such age or so deteriorated as to impair the usefulness or safety thereof, unless otherwise specifically stated on the face of this order. Unless otherwise provided on the face of this order, THE PRICES

APPEARING HEREIN INCLUDE ALL PACKAGING, CRATING, AND FEDERAL, STATE, AND LOCAL TAXES, IF APPLICABLE, AND ARE FIRM FOR THE DELIVERY PERIOD SHOWN.

13. **PAYMENT TERMS.** Payment periods and cash discount periods will be computed from either the date of delivery or acceptance of the Items ordered or the date of receipt of correct and proper invoices prepared in accordance with the terms of the order, whichever is later. The payment date will be delayed on a day-for-day basis for any Item that is delivered later than called for by the schedule on the face of this order.
14. **SETOFF.** Buyer may setoff any amount due from Seller to Buyer, whether or not under this order, from any amounts due to Seller under this order.
15. **INJUNCTIVE RELIEF.** Nothing contained herein shall operate to waive or limit Buyer's right to seek injunctive relief with respect to any breach or threatened breach by Seller of its obligations under these General Purchase Order Provisions.
16. **PATENT, TRADEMARK AND COPYRIGHT INDEMNITY.** Seller shall indemnify and hold harmless Buyer from any and all damages, costs, including legal fees, losses, and liabilities resulting from a suit, claim, or proceeding of alleged infringement of any Intellectual Property rights by reason of the sale or use of any Item sold to Buyer hereunder, and from reasonable expenses incurred by Buyer in defense of such suit, claim, or proceeding if Seller does not undertake the defense thereof; provided, that Seller is notified of any such suit and, except for suits against the U.S. Government, Buyer offers Seller full and exclusive control of the defense of such suit, claim, or proceeding when Items of Seller only are involved therein or the right to participate in the defense of such suit, claim, or proceeding when products other than those of Seller are also involved therein; except that, this indemnity shall not extend to infringement resulting solely from Seller's compliance with Buyer's specific designs. In the event of an injunction or restraining order, Seller shall, at its own expense, either procure for Buyer the right to continue to sell and use the Item, or replace or modify the Item so that it becomes non-infringing. Seller shall also indemnify Buyer's customers and agents for such infringement if and to the extent that Buyer has agreed so to indemnify them, but to no greater extent than Seller has indemnified Buyer herein and under the same conditions as set forth herein.
17. **INDEMNIFICATION.** Seller shall indemnify and hold harmless Buyer, its directors, officers, employees, agents and invitees from and against all liability, demands, claims, losses, costs, damages, and expenses, including but not limited to attorneys' fees, by reason or on account of property damage, death, and personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with the performance of this order that is occasioned by the actions or omissions of Seller or its suppliers or subcontractors at any tier.
18. **INSURANCE.** Seller will maintain and carry liability insurance which includes but is not limited to commercial general liability (including product liability and for services to be performed, completed operations liability) in a sum no less than \$5 million, automobile liability in a sum no less than \$5 million, workmen's compensation in an amount no less than the applicable statutory minimum requirement and employer's liability in an amount of no less than \$1 million, with insurance carriers acceptable to Buyer. Seller will, if requested by Buyer, furnish certificates of insurance from its carrier(s) on the foregoing coverages, which shall provide that such coverage shall not be changed without thirty (30) days advance written notification to Buyer from the carrier(s).
19. **KEY PERSONNEL.** Seller's personnel listed or identified as Key Personnel in this order are considered by Buyer to be critical to the successful performance of this order, and were a substantial factor in Buyer's decision to award this order to Seller. Buyer may consider any change by Seller in its Key Personnel as grounds for termination under Section 10.B.
20. **PERFORMANCE OF INDIVIDUALS.** Upon determination by Buyer, at any time, that the performance of Seller's employees assigned to the work hereunder does not meet Buyer's required standards, which shall

GENERAL PURCHASE ORDER PROVISIONS [AES GP/FFP (10/04)]

be consistent with the industry and reasonable and upon notification to Seller of such determination, the failure of Seller to take appropriate corrective action satisfactory to Buyer will be a cause for Buyer termination under Section 10.B.

21. STANDARDS OF CONDUCT, INTEGRITY, AND COMPLIANCE.

Honeywell conducts its business in strict compliance with applicable laws, rules, and regulations with honesty and integrity and with a strong commitment to the highest standards of business ethics. In addition, it is the policy of Honeywell to enter into representation or supplier agreements only with companies which have a demonstrated record of, and commitment to, the highest ethical standards. Seller agrees that Seller will, at all times, adhere to the standards set forth in Honeywell's "Code of Business Conduct" (hereinafter "Code") and will fully comply and take all necessary steps to assist Buyer in complying with the Code as well as any other customary standards of business conduct prescribed by law or regulation. A copy of the Code may be obtained at <http://www.honeywell.com/sites/honeywell/codeofconduct.htm>. Seller shall, at all times, carefully comply with all rules, laws and regulations pertaining to entertainment or providing gratuities.

22. NOTICE TO BUYER OF LABOR DISPUTES.

Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to Buyer. Seller shall include this paragraph in each lower-tier subcontract under this order.

23. SELLER'S STATUS.

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

24. FOREIGN MANUFACTURE OF U.S. MUNITIONS LIST ARTICLES.

A. If Seller has received technical data, manufacturing drawings, specifications, software or similar type items from Buyer, it is the responsibility of Seller to ensure compliance with all U.S. export laws and regulations. These laws include, but are not limited to, (i) Section 38 of the Arms Export Control Act as enumerated in 22 CFR Parts 120-130, the International Traffic in Arms Regulations (ITAR), and (ii) Export Administration Act of 1979, as amended in 15 CFR Parts 730-774 of the Export Administration Regulations (EAR).

B. No technical data, manufacturing drawings, specifications, software or similar type items shall be transferred, disclosed or exported to "Foreign Persons" without specifically obtaining approvals from the U.S. Department of State's Office of Defense Trade Controls or from the U.S. Department of Commerce's Bureau of Industry and Security, as required.

C. In the event that Seller is unable to comply with the U.S. export laws and regulations as listed above, prior written authorization of Buyer must be obtained by Seller if Seller intends to transfer, disclose or export any technical data, manufacturing drawings, specifications, software or similar type items to any "Foreign Persons" as defined in the above stated laws and regulations. Seller agrees to abide by all limitations and provisos and/or riders and conditions listed on any licenses or other approvals issued by the U.S. Department of State or the U.S. Department of Commerce.

25. COMPLIANCE WITH LAWS.

A. Seller shall comply with all applicable federal, state and local laws, Executive Orders, rules and regulations during performance of this order, including but not limited to, the Occupational Safety and Health Act of 1970 as amended ("OSHA"); Toxic Substances Control Act as

amended ("TSCA"); the Fair Labor Standards Act of 1938 as amended ("FLSA"); the Clean Air Act as amended; the International Traffic in Arms Regulations ("ITAR") as amended; and the Anti-Kickback Act of 1986 as amended.

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

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

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

E. To the extent applicable to Seller's Items, Seller shall conform to the requirements of European Union (EU) Directive 2003/11/EC relating to restrictions on the marking and use of certain substances and preparations containing the brominated fire retardant Pentabromodiphenyl ether (PentaBDE) and Octabromodiphenyl ether (OctaBDE). Seller shall defend (with counsel of Buyer's choosing), indemnify and hold harmless Buyer from any and all claims, demands and causes of action brought by Buyer or by any third party against Buyer in any manner relating to Seller's failure to comply with this directive. Seller's indemnity shall include, but not be limited to, reimbursement of any costs associated with any return, recall or retrofit of parts sold under this order which are not in compliance with the Directive.

26. RELEASE OF INFORMATION TO PUBLIC. Seller shall not, without the prior written consent of Buyer, make any release of information concerning this order or any other information related to Buyer (other than to Seller's employees and subcontractors that is required for the performance of their duties), including providing copies of this order or identifying the Items sold by Seller to Buyer, nor use the name of Buyer in any advertising or publicity, except as may be necessary to comply with a subpoena or other proper mandatory legal demand.

27. ORDER OF PRECEDENCE. Except as provided otherwise in a written document executed by authorized representatives of Buyer and Seller, in the event of any conflict among the provisions of this order, the following order of precedence shall apply in interpreting this order:

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

GENERAL PURCHASE ORDER PROVISIONS [AES GP/FFP (10/04)]

- 28. DISPUTES.** Any dispute arising out of or relating to this order, including the breach, termination, or validity hereof, will be finally resolved by a sole arbitrator in accordance with the CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration then currently in effect. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgement upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration will be the city and state of Buyer's place of business that issued this order. If the dispute between Buyer and Seller is related to a dispute between Buyer and its customer, Seller agrees (i) to a stay in arbitration proceedings until Buyer's dispute with its customer is finally resolved, and (ii) to continue to perform its obligations under this order during the stay. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this order, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy.
- 29. CHOICE OF LAW.** This order shall, in all respects, be interpreted, construed, and governed by and in accordance with the laws of the State of New York, disregarding any conflict of law provisions which may require the application of the laws of another jurisdiction.
- 30. RIGHTS AND REMEDIES OF BUYER.** The rights and remedies of Buyer set forth herein shall be in addition to any other rights and remedies provided in law or equity and the failure or delay by Buyer to exercise any rights or remedies under this order shall not operate as a general waiver thereof.
- 31. NON-WAIVER.** No failure by Buyer to assert its rights under any provision of this order, or failure of Seller to perform any provision of this order, shall be effective as a waiver thereof unless consented to in writing by Buyer; nor shall any such waiver constitute an advance waiver of any other provision or failure to perform.
- 32. ASSIGNMENT AND SUBCONTRACTING.** Any assignment or subcontract for a majority of the materials and/or labor by Seller of or under this order shall be void unless consented to by Buyer in writing.
- 33. HEADINGS.** Headings set forth in this order are for convenience of reference only and are not intended to, nor do they alter the meaning, content, or enforceability of any Article hereof.
- 34. SEVERABILITY.** In the event any Article of these General Purchase Order Provisions is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining Articles of these General Purchase Order Provisions will not be affected and, in lieu of such invalid or unenforceable Article, there will be added automatically as part of these General Purchase Order Provisions one or more Articles as similar in terms as may be valid and enforceable under applicable law.
- 34. SURVIVAL.** Articles 2, 6, 12, 14, 16, 17, 25, and 26 will survive the termination or completion by Seller of performance of this order.

**SUPPLEMENTAL PURCHASE ORDER PROVISIONS
UNDER FIXED U.S. GOVERNMENT CONTRACTS (SP/FFP (06/08))**

ADDITIONAL GOVERNMENT PROVISIONS. The following provisions are applicable to the order and Seller shall include in all subcontracts and purchase orders that it issues, any clause that by its terms is required to be included in lower-tier subcontracts and purchase orders. Seller shall indemnify and hold harmless Buyer to the full extent of any loss, damage, or expense resulting from Seller's failure to include a required clause in its subcontracts and purchase orders.

A. COST OR PRICING DATA. If Buyer was required to submit certified cost or pricing data with its contract, Seller shall indemnify and hold harmless Buyer to the full extent of any loss, damage or expense (excluding Buyer's overhead and profit) if Buyer's contract price is reduced as a result of Seller's failure to provide Buyer or the Government with accurate or complete data. FAR 52.215-12 and 52.215-13 as implemented below in Section G shall apply if Seller is required to submit certified cost or pricing data.

B. COST ACCOUNTING STANDARDS. If the value of this order exceeds \$650,000 and unless the face of this order indicates it is exempt from Cost Accounting Standards provisions, the following provisions apply:

1. In accordance with the applicability criteria in the FAR Appendix, 48 CFR Chapter 99, Seller shall comply with the provisions of FAR clause 52.230-2 "Cost Accounting Standards" (Apr 1998) (excluding subparagraph (b)), or FAR clause 52.230-3, "Disclosure and Consistency of Cost Accounting Practices" (Apr 1998) (excluding subparagraph (b) thereof); provided, however, that in lieu of submission of a Disclosure Statement to Buyer as may be required by either of said clauses, Seller may, as appropriate, submit a Certificate of Previously Submitted Disclosure Statement or a Certificate of Submittal of Disclosure Statement Containing Privileged Information as contained in Buyer's form approved for that purpose.

2. Seller shall comply with the provisions of FAR clause 52.230-6 "Administration of Cost Accounting Standards" (Mar 2008).

3. The Cost Accounting Standards applicable shall be those in effect on the date of the order or the date of final agreement on price as shown on Seller's "Certificate of Current Cost or Pricing Data" if applicable, whichever is earlier.

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

C. DISPUTES. In addition to the provisions at Article 28 of the General Purchase Order Provisions, "Dispute", if a dispute relates to a matter that would give Buyer recourse against the Federal Government under its contract, the following provisions apply:

1. Seller will give Buyer a fully supported written claim within five (5) years after the claim accrues, but no later than final payment under the order. Seller will fully cooperate with Buyer in prosecuting any such dispute and will be bound by the outcome unless Buyer discontinues its prosecution of the dispute or does not afford Seller an opportunity to continue to prosecute the dispute in Buyer's name.

2. For any claim that exceeds \$100,000, Seller shall provide a certification in the form and signed by the appropriate official of the Seller as set forth in the "Disputes" clause, FAR 52.233-1 (Jul 2002), as directed by Buyer.

3. Seller shall indemnify and hold harmless Buyer for any liability or reduction in Buyer's claim or request for adjustment to its customer resulting from any false or fraudulent statement or certification submitted by Seller in connection with this order.

D. CHOICE OF LAW. In addition to the provision at Article 29 of the General Purchase Order Provisions, "Choice of Law," the following shall apply: This order shall be governed by and construed in accordance with the laws of U.S. Government contracts as set forth by statute and applicable regulations and by decisions of the appropriate courts and Boards of Contract Appeals. To the extent that the laws referred to in the foregoing sentence are not determinative of an issue arising out of the provisions of the order, recourse shall be in accordance with Article 29, "Choice of Law".

E. SELLER BUSINESS PRACTICES AND RESPONSIBILITY. The provisions in FAR Parts 3 and 9 require persons doing business with the Federal Government to comply with certain laws and regulations. Seller agrees to indemnify and hold Buyer harmless from and against any loss, damage, liability, or expenses caused by any failure of Seller or Seller's lower-tier subcontractors or suppliers to comply with any of the requirements of those laws and regulations.

F. CERTIFICATIONS.

1. If the value of the order exceeds \$10,000, Seller shall submit the following certifications and representations:

- 52.219-1, Small Business Programs Representations (May 2004)
- 52.219-22, Small Disadvantaged Business Status (Oct 1999)
- 52.222-22, Previous Contracts and Compliance Reports (Feb 1999)

2. If the value of the order exceeds \$30,000, Seller shall submit the following certifications and representations:

- 52.209-5 Certification Regarding Responsibility Matters (May 2008)

3. If the value of the order exceeds \$100,000, Seller shall submit the following certifications and representations:

- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)
- 52.204-5 Women-Owned Business (Other Than Small Business) (May 1999)
- 52.223-13 Certification of Toxic Chemical Release Reporting (Aug 2003)

4. Seller shall provide immediate written notice to Buyer if Seller learns that its certification was erroneous when submitted, or has become erroneous through changed circumstances. Seller shall indemnify and hold Buyer harmless from and against any loss, damage, liability, or expenses caused by any failure of Seller or Seller's lower-tier subcontractors or suppliers to provide accurate certifications.

G. ADDITIONAL GOVERNMENT CLAUSES. As used herein, "FAR" shall mean the Federal Acquisition Regulation, "DFARS" shall mean the Department of Defense Supplement to the Federal Acquisition Regulation, "NASA" shall mean the National Aeronautics and Space Administration, "NFS" shall mean the NASA Supplement to the Federal Acquisition Regulations, "DOE" shall mean the Department of Energy, "DEARS" shall mean the DOE Supplement to the Federal Acquisition Regulations, "DOT" shall mean the Department of Transportation, "TAR" shall mean the DOT Supplement to the Federal Acquisition Regulations. Government contract clauses incorporated by reference are those in effect on the date of the latest Government prime contract under which the order is issued; however, if Buyer does not enter into a contract with its customer until after the date of the order, such clauses are those in effect on the date of the order and Seller agrees to comply with any revised versions of the Government contract clauses cited that are set forth in Buyer's contract with its customer. The applicable Government clauses are the FAR and DFAR clauses cited unless the order indicates that the order is placed under a NASA, DOE or DOT prime or higher-tier subcontract, in which event the FAR and NASA/FARS, DEAR or TAR clauses indicated below, respectively, are applicable.

In all such clauses, unless otherwise specified, "the contract" shall mean the order, "Contractor" shall mean Seller, "Contracting Officer" shall mean Buyer, "Government" shall include Buyer to the extent necessary to enable Buyer to administer this order and to perform its obligations under its Government prime contract or lower-tier subcontract, and "subcontract(s)" and "subcontractor(s)" shall mean Seller's lower-tier subcontract(s) and subcontractor(s), respectively.

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

Gratuities (Apr 1984)	52.203-3	If value of the contract equals or exceeds \$100,000 or more.
Restrictions on Subcontractor Sales to the Government (Sep 2006)	52.203-6	If value of the contract equals or exceeds \$100,000 or more.
Anti-Kickback Procedures (July 1995)	52.203-7	If value of the contract equals or exceeds \$100,000 or more, except that paragraph (c) (2) is amended by adding the following sentence: "Unless otherwise prohibited by law, Seller shall notify Buyer's Purchasing Representative whenever such a report has been made." and by revising paragraph (c) (4) by deleting "The Contracting Officer may" and inserting "To the extent that the Contracting Officer has effected an offset at the prime contract level or has directed the Buyer to withhold any sum from the Seller, Buyer may...".
Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)	52.203-10	All
Limitation on Payments to Influence Certain Federal Transactions (Sep 2007)	52.203-12	If value of the contract equals or exceeds \$100,000 or more.
Contractor Code of Business Ethics and Conduct (Dec 2007)	52.203-13	If value of the contract exceeds \$5,000,000 (with performance period over 120 days) & placed with a Large Business; except when contract is for a Commercial item or performance is entirely outside United States.
Display of Hotline Poster(s) (Dec 2007)	52.203-14	If value of the contract exceeds \$5,000,000; except when contract is for a Commercial item or performance is entirely outside United States.
Security Requirements (Aug 1996)	52.204-2	If the contract involves access to classified information. In paragraph (c), "Government" does not change to "Buyer."
Personal Identity Verification of Contractor Personnel (Sep 2007)	52.204-9	Any PO or Subcontract when the subcontractor is required to have routine physical access to a Federally controlled facility and/or routine access to a Federally controlled information system.

**SUPPLEMENTAL PURCHASE ORDER PROVISIONS
UNDER FIXED U.S. GOVERNMENT CONTRACTS (SP/FFP (06/08))**

Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2006)	52.209-6	If value of the contract equals or exceeds \$30,000.
Material Requirements (Aug 2000)	52.211-5	All
Defense Priority and Allocation Requirements (Apr 2008)	52.211-15	If the face of the Order indicates that it is a DPAS rated order.
Audit and Records – Sealed Bidding (Oct 1997)	52.214-26	Any PO or subcontract over \$650,000 unless one of the exemptions at FAR 15.403-1 (b) apply.
Audit and Records— Negotiation (Jun 1999)	52.215-2	If one of the following are present: (1) that are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these; (2) for which cost or pricing data are required; or (3) that require the subcontractor to furnish reports as discussed in paragraph (e) of this clause. Seller shall be required to submit proprietary information only to the Government or a third party auditor.
Subcontractor Cost or Pricing Data (Oct 1997)	52.215-12	If the value of the contract equals or exceeds \$650,000 and no exception from cost or pricing data applies.
Subcontractor Cost or Pricing Data – Modifications (Oct 1997)	52.215-13	If the value of the contract equals or exceeds \$650,000 and no exception from cost or pricing data applies.
Integrity of Unit Prices (Oct 1997)	52.215-14	If the value of the contract equals or exceeds \$100,000. Paragraph (b) is deleted.
Pension Adjustments and Asset Reversions (Oct 2004)	52.215-15	Only applicable if cost and pricing data are required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31.
Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions (Jul 2005)	52.215-18	Only applicable if cost and pricing data are required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31.
Notification of Ownership Changes (Oct 1997)	52.215-19	Only applicable if cost and pricing data are required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31.
Incentive Fee (Mar 1997)	52.216-10	All
Utilization of Small Business Concerns (May 2004)	52.219-8	As prescribed by the clause at FAR 52.219-9 Small Business Subcontracting Plan (Sep 2006).
Small Business Subcontracting Plan (Apr 2008)	52.219-9	If value of the contract equals or exceeds \$550,000 and is placed with a Large Business as defined in FAR Part 19.
Notice to the Government of Labor Disputes (Feb 1997)	52.222-1	All
Payment of Overtime Premiums (Jul 1990)	52.222-2	All

Contract Work Hours and Safety Standards Act – Overtime Compensation (Jul 2005)	52.222-4	If value of the contract equals or exceeds \$100,000. Seller shall insert this clause in all subcontracts exceeding \$100,000. Seller agrees to indemnify and hold Buyer harmless from and against any loss, damage, liability or expenses caused by any failure of Seller or Seller's lower-tier subcontractors or vendors to comply with this clause.
Walsh-Healey Public Contracts Act (Dec 1996)	52.222-20	If value of the contract equals or exceeds \$10,000.
Prohibition of Segregated Facilities (Feb 1999)	52.222-21	If value of the contract equals or exceeds \$10,000.
Equal Opportunity (Mar 2007)	52.222-26	Applies to all contracts \$10,000 or more.
Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)	52.222-35	If value of the contract equals or exceeds \$100,000.
Affirmative Action for Workers with Disabilities (Jun 1998)	52.222-36	If value of the contract equals or exceeds \$10,000.
Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)	52.222-37	If value of the contract equals or exceeds \$100,000.
Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)	52.222-39	If value of the contract equals or exceeds \$100,000.
Service Contract Act of 1965, as Amended (Nov 2007)	52.222-41	Applies to service contracts only.
Combating Trafficking in Persons (Aug 2007)	52.222-50	All
Hazardous Material Identification and Material Safety Data (Jan 1997) & Alternate I (Jul 1995)	52.223-3 & ALTERNATE I	All
Notice of Radioactive Materials (Jan 1997)	52.223-7	All
Toxic Chemical Release Reporting (Aug 2003)	52.223-14	If the value of the contract equals or exceeds \$100,000.
Privacy Act (Apr 1984)	52.224-2	If the order involves the design, development, or operation of a system of records on individuals.
Buy American Act — Supplies (Jun 2003)	52.225-1	All orders where the items being procured will be delivered as end items to the U.S. Government.
Buy American Act Certificate (Jun 2003)	52.225-2	All orders where the items being procured will be delivered as end items to the U.S. Government.
Duty Free Entry (Feb 2000)	52.225-8	As applicable, including commercial items.
Restrictions on Certain Foreign Purchases (Jun 2008)	52.225-13	All
Authorization and Consent (Dec 2007)	52.227-1	If this clause is included in the Buyer's contract under which the order is issued.
Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)	52.227-2	If value of the contract equals or exceeds \$100,000.
Patent Indemnity (Apr 1984)	52.227-3	If this clause is included in Buyer's contract under which the order is issued.

**SUPPLEMENTAL PURCHASE ORDER PROVISIONS
UNDER FIXED U.S. GOVERNMENT CONTRACTS (SP/FFP (06/08))**

Refund of Royalties (Apr 1984)	52.227-9	If amount of royalties reported by Seller during negotiations exceeds \$250.
Filing of Patent Applications – Classified Subject Matter (Dec 2007)	52.227-10	All
Patent Rights – Ownership by the Contractor (Dec 2007)	52.227-11	This clause, suitably modified, only applies if (1) the Contract is for experimental, development, or research work and Seller is a small business or nonprofit organization or (2) the contract is for experimental, development or research work where the patent rights clause at Subpart 27.3 is required.
Patent Rights – Ownership by the Government (Dec 2007)	52.227-13	This clause suitably modified in all subcontracts regardless of tier, for experimental, development, or research work.
Rights in Data - General (Jun 1987)	52.227-14	If this contract is placed under a Government contract or subcontract, other than from DoD, NASA, or DoD contracts and subcontracts.
Additional Data Requirements (Jun 1987)	52.227-16	If this contract is placed under a Government contract or subcontract, other than from DoD, NASA, or DoD contracts and subcontracts.
Rights in Data – Special Works (Dec 2007)	52.227-17	If the contract is primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's internal use, or when there is a specific need to limit distribution and use of the data and/or to obtain indemnity for liabilities that may arise out of the content, performance, or disclosure of the data.
Rights in Data – Existing Works (Dec 2007)	52.227-18	If the contract is exclusively for the acquisition, without modification, of existing audiovisual and similar works of the type set forth in FAR 27.405(b).
Commercial Computer Software License (Dec 2007)	52.227-19	If the contract is placed under a Government-Restricted Rights contract or subcontract other than DoD contracts and subcontracts.
Workers' Compensation Insurance (Defense Base Act) (Apr 1984)	52.228-3	When the "Defense Base Act" applies and the contract is to be performed outside the United States.
Workers' Compensation and War-Hazard Insurance Overseas (Apr 1984)	52.228-4	If the contract is to be performed outside the United States.
Insurance - Work on a Government Installation (Jan 1997)	52.228-5	If the contract involves work on a Government installation.
Federal, State, and Local Taxes (Apr 2003)	52.229-3	All
Interest (Jun 1996)	52.232-17	All

Protest After Award (Aug 1996) & Alternate I (Jun 1985)	52.233-3 & ALTERNATE 1	All. Under paragraph (f) of this clause, Buyer may withhold or recover from Seller any sums the Contracting Officer withholds or recovers from Buyer because of an intentional or negligent misstatement, misrepresentation, or miscertification of the Seller which results in a bid protest being sustained.
Industrial Resources Developed Under Defense Production Act Title III (Dec 1994)	52.234-1	All
Accident Prevention (Nov 1991, incl. Alt 1 (Nov 1991))	52.236-13	All
Indemnification and Medical Liability Insurance (Jan 1997)	52.237-7	All POs and subcontracts for health care services.
Bankruptcy (Jul 1995)	52.242-13	All
Stop-Work Order (Aug 1989)	52.242-15	All
Government Delay of Work (Apr 1984)	52.242-17	All
Change Order Accounting (Apr 1984)	52.243-6	All
Notification of Changes (Apr 1984)	52.243-7	If value of the contract equals or exceeds \$1,000,000.
Subcontracts For Commercial Items (Mar 2007)	52.244-6	All
Government Property (Jun 2007)	52.245-1	All
Use and Charges (Jun 2007)	52.245-9	All
Preference for U.S.-Flag Air Carriers (Jun 2003)	52.247-63	All
Preference For Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) & Alternate I (Apr 2003)	52.247-64 & ALTERNATE 1	All
Value Engineering (Feb 2000)	52.248-1	If value of the contract equals or exceeds \$100,000.

2. In addition, the following DFARs clauses are incorporated herein by reference as applicable:

Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Dec 2004)	252.203-7001	If value of the contract equals or exceeds \$100,000 and Buyer is the prime contractor.
Disclosure of Information (Dec 1991)	252.204-7000	All
Intent to Furnish Precious Metals as Government-Furnished Material (Dec 1991)	252.208-7000	All
Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (Dec 2006)	252.209-7004	If value of the contract equals or exceeds \$30,000.
Acquisition Streamlining (Dec 1991)	252.211-7000	If value of the contract equals or exceeds \$1,000,000.
Small Business Subcontracting Plan (DoD contracts) (Apr 2007)	252.219-7003	If value of the contract equals or exceeds \$550,000 and is placed with a Large Business as defined in FAR Part 19.
Safety Precautions for Ammunition and Explosives (May 1994)	252.223-7002	If the subcontract involves ammunition or explosives.
Change in Place of Performance – Ammunition and Explosives (Dec 1991)	252.223-7003	If the subcontract involves ammunition or explosives.

**SUPPLEMENTAL PURCHASE ORDER PROVISIONS
UNDER FIXED U.S. GOVERNMENT CONTRACTS (SP/FFP (06/08))**

Safeguarding Sensitive Conventional Arms, Ammunition and Explosives (Sep 1999)	252.223-7007	All POs and subcontracts involving (1) the development, production, manufacturing, or purchase of arms, ammunition, or explosive (AA&E), or (2) the provision of AA&E as Government-Furnished Property.
Buy American Act and Balance of Payments Program (Jun 2005)	252.225-7001	In lieu of FAR 52.225-1 if that clause would otherwise apply.
Report of Intended Performance Outside the United States and Canada – Submission after Award (May 2007)	252.225-7004	If value of the contract equals or exceeds \$550,000.
Quarterly Reporting of Actual Contract Performance Outside the United States (May 2007)	252.225-7006	If value of the contract equals or exceeds \$550,000.
Preference for Certain Domestic Commodities (Mar 2008)	252.225-7012	If value of the contract is \$100,000 or greater.
Duty-Free Entry (Oct 2006)	252.225-7013	Use instead of FAR 52.225-8.
Preference for Domestic Specialty Metals (Jun 2005) DEVIATION & Alternate I (Apr 2003)	252.225-7014 & ALTERNATE 1	All – See http://www.dcmra.mil/dnad for current status of DNADs and waivers.
Restriction on Acquisition of Ball and Roller Bearings (Mar 2006)	252.225-7016	As applicable for commercial items.
Restriction on Acquisition of Forgings (Jul 2006)	252.225-7025	If products contain restricted forgings.
Exclusionary Policies and Practices of Foreign Governments (Apr 2003)	252.225-7028	If the contract involves supplies and services for international military education training and Foreign Military Sales (FMS).
Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (Mar 2008)	252.225-7040	All POs and subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in (1) contingency operations, (2) humanitarian or peacekeeping operations, (3) other military operations, or (4) military exercises designated by the Combatant Commander.
Antiterrorism/Force Protection for Defense Contractors Outside the United States (Mar 2006)	252.225-7043	Included in all contracts that require performance or travel outside the United States.
Utilization of Indian Organizations, and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sept 2004)	252.226-7001	All contracts over \$500,000 including Commercial Items as applicable.
Rights in Technical Data - Noncommercial Items (Nov 1995)	252.227-7013	If the contract includes delivery of technical data for a noncommercial item, component or process.
Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Jun 1995)	252.227-7014	If the contract includes delivery of noncommercial software and related data.
Technical Data-Commercial Items (Nov 1995)	252.227-7015	If the contract includes delivery of technical data for a commercial item, component, or process.
Rights in Bid or Proposal Information (Jun 1995)	252.227-7016	All
Identification and Assertion of Use, Release, or Disclosure Restrictions (Jun 1995)	252.227-7017	If the contract includes delivery of technical data or software.

Validation of Asserted Restrictions - Computer Software (Jun 1995)	252.227-7019	If the contract includes delivery of software.
Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (Jun 1995)	252.227-7025	If the Government or Buyer has provided Seller with technical data or software that is marked with another contractor's restrictive legend.
Deferred Delivery of Technical Data or Computer Software (Apr 1988)	252.227-7026	If the contract includes delivery of technical data or software.
Deferred Ordering of Technical Data or Computer Software (Apr 1988)	252.227-7027	If the contract includes delivery of technical data or software.
Technical Data – Withholding of Payment (Mar 2000)	252.227-7030	If the contract includes delivery of technical data.
Validation of Restrictive Markings on Technical Data (Sep 1999)	252.227-7037	If the contract includes delivery of technical data.
Patent Rights – Ownership by the Contractor (Large Business) (Dec 2007)	252.227-7038	Applies to Large Businesses only.
Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (Dec 1991)	252.228-7005	All
Supplemental Cost Principles (Dec 1991)	252.231-7000	All
Frequency Authorization (Dec 1991)	252.235-7003	If radio frequency authorization required.
Pricing of Contract Modifications (Dec 1991)	252.243-7001	All
Requests for Equitable Adjustment (Mar 1998)	252.243-7002	If the value of the contract equals or exceeds \$100,000.
Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (Jan 2007)	252.244-7000	All
Warranty of Data (Dec 1991)	252.246-7001 and ALTERNATE I	All
Transportation of Supplies by Sea (May 2002)	252.247-7023	If value of the contract equals or exceeds \$100,000
Notification of Transportation of Supplies by Sea (Mar 2000)	252.247-7024	If value of the contract equals or exceeds \$100,000.
Notification of Anticipated Contract Termination or Reduction (Dec 2006)	252.249-7002	If value of the contract equals or exceeds \$550,000 when Buyer is the prime contractor, and \$100,000 or more when Buyer is a first-tier subcontractor.

3. In addition, if this order is placed under a prime or lower-tier contract with NASA, the following NFS clauses are incorporated herein by reference:

Security Requirements for Unclassified Information Technology Resources (May 2007)	1852.204-76	All POs or subcontracts involving (1) physical or electronic access to NASA's computer systems, networks or IT infrastructure, or (2) the use of information systems to generate, store, process, or exchange data with NASA or on behalf of NASA regardless of whether the data resides on a NASA or contractor information system.
Restrictions on Printing and Duplicating (Nov 2004)	1852.208-81	All
Use of Rural Area Small Businesses (Sep 1990)	1852.219-74	All
Small Business Subcontracting Reporting (May 1999)	1852.219-75	All including commercial items if FAR 52.219-9 applies to the contract.

**SUPPLEMENTAL PURCHASE ORDER PROVISIONS
UNDER FIXED U.S. GOVERNMENT CONTRACTS (SP/FFP (06/08))**

NASA 8 Percent Goal (Jul 1997)	1852.219-76	All, including commercial items, if value of the contract equals or exceeds \$550,000 or more.
Safety and Health (Apr 2002)	1852.223-70	If value of the contract equals or exceeds \$1,000,000 or more, or contract involves the use of hazardous materials or operations.
Frequency Authorization (Dec 1988)	1852.223-71	If radio frequency authorization required.
Drug- and Alcohol-Free Workforce (Mar 1996)	1852.223-74	If work on the contract is performed by an employee in a sensitive position; except contracts for Commercial Items.
Export Licenses (Feb 2000)	1852.225-70	All
Rights in Data-General (Undated)	1852.227-14	If the contract includes delivery of technical data or software.
Commercial Computer Software- Restricted Rights (Undated)	1852.227-19	If the contract includes delivery of technical data or software.
New Technology (May 2002)	1852.227-70	Include clause in all contracts except when contracting with small business where contract performance will be conducted in the United States, its possessions, or Puerto Rico and has as purpose the performance of experimental, developmental, research, design, or engineering work.
Commercial Computer Software Licensing (Dec 1987)	1852.227-86	All
Cross-Waiver of Liability for Space Shuttle Services (Sept 1993)	1852.228-72	Applies to all space shuttle services contracts including those for commercial items.
Cross-Waiver of Liability for Space Station Activities (Dec 1994)	1852.228-76	Applies to all space station activities including those of a commercial item.
Cross-Waiver of Liability for NASA Expendable Launch Vehicle (ELV) Launches (Sep 1993)	1852.228-78	Applies to all NASA expendable launch vehicle contracts including those for commercial items.
Engineering Change Proposals (Oct 2001)	1852.243-70	All
Geographic Participation in the Aerospace Program (Apr 1985)	1852.244-70	If value of the contract equals or exceeds \$100,000.
Financial Reporting of NASA Property in the Custody of Contractors (Oct 2003)	1852.245-73	All

Rights in Data – General (DOE Coverage Alternatives VI and VII) (Feb 1998)	952.227-14	All
Government Property (Fixed-Price Contracts) (Undated)	952.245-2	All

5. In addition, if this order is placed under a prime or lower-tier contract with DOT, the following TAR clauses are incorporated herein by reference:

Accident and Fire Reporting (Apr 2005)	1252.223-71	All
----------------------------------------	-------------	-----

4. In addition, if this order is placed under a prime or lower-tier contract with DOE, the following DEAR clauses are incorporated herein by reference:

Security Requirements (May 2002)	952.204-2	All
Classification/Declassification (Sep 1997)	952.204-70	If the contract involves access to classified materials.
Sensitive Foreign Nations Controls (Apr 1994)	952.204-71	All
Facility Clearance (May 2002)	952.204-73	All
Printing (Apr 1984)	952.208-70	All
Priorities and Allocations (Atomic Energy) (Jun 1996)	952.211-71	If this contract is in support of an authorized DOE atomic energy program.
Patent Rights – Retention by the Contractor (Short Form) (Feb 1995)	952.227-11	All, suitably modified.
Patent Rights – Acquisition by the Government (Sep 1997)	952.227-13	All

SUPPLEMENTAL PURCHASE ORDER PROVISIONS UNDER FOREIGN MILITARY FINANCED (FMF) CONTRACTS [AES DSCA/FFP-(08/00)]

The Seller agrees as follows:

1. Agrees that authorized representatives of the Department of Defense and the Government of the United States shall have access to and the right to examine any of the Seller's directly pertinent books, documents, papers, or other records involving transactions related to this Purchase Order or Subcontract (hereinafter "Order") for a period of three years following receipt of the final payment made on the Prime Contract to which this Order relates.
2. Agrees to include in sub-tier purchase orders under this Order, a clause to the effect that authorized representatives of the Government of the United States shall have access to and the right to examine, for a period of three years following the final payment to the foreign government recipient of USG financing (hereinafter the "Purchaser") under the relevant Prime Contract, any of the sub-seller's directly pertinent books, documents, papers, or other records involving transactions related to the Order.
3. Agrees to include in the written terms and conditions of every sub-tier purchase order or subcontract a prominently displayed statement that United States Government (USG) funds will be used to finance such order, and that acceptance of the order will constitute acknowledgment of such notification of USG financing.
4. Agrees to include in the written terms and conditions of every sub-tier subcontract or purchase order a prominently displayed statement: Acceptance and implementation of the subcontract constitutes a declaration and agreement by the principal executive officers of the Seller that no bribes, rebates, gifts, kickbacks, or gratuities to secure the Prime Contract, Purchase Agreement or the subcontract, or for favorable treatment under such agreements, or for any other purpose relating to the Prime Contract, Purchase Agreement or the subcontract have been or will be directly or indirectly offered or given to, or have been or will be arranged with officers, officials or employees of the Purchaser by the Seller, its employees or agents.
5. Certifies that the materiel, components, goods, or services (hereafter "content") to be provided under this Order are of U.S. manufacture and/or origin.

The dollar value of all non-U.S. content to be procured specifically for this Order is indicated below.

Certifies that \$0 is the current cumulative total dollar value of non-U.S. content in the Order identified above (including all amendments), unless Seller notifies the Buyer to the contrary.

- a. Agrees that regardless of whether the Buyer obtains DSCA approval of financing of the total dollar value of non-U.S. content disclosed in this certification, or a lesser specified dollar value of the disclosed non-U.S. content, or none of the disclosed non-U.S. content, the disclosed value will not be exceeded during the execution of this Order.
- b. Agrees to promptly disclose to the Buyer any change in value of non-U.S. content.
- c. Agrees that if FMF funds are denied either in whole or part, that the costs for which funding was denied will not be financed with funds received from the USG under the Order either directly or indirectly.
- d. Agrees to maintain and provide, if requested, supporting documentation for the value of both U.S. and non-U.S. origin content.

6. Certifies that it has not paid or agreed to pay any commission, contingent fees, or similar compensation (to include payments to a bona fide employee or a bona fide commercial or selling agency), whether in cash or in kind, directly or indirectly related to the Order or Prime Contract, unless the Seller notifies the Buyer to the contrary. If Seller notifies Buyer of such payments, Seller agrees to the following restrictions:

- a. Certifies that the Order price does not include commissions, contingent fees, or similar compensation paid or promised to any person for the purpose of soliciting or securing the Order or Purchase Agreement,

unless such payments have been identified to and approved in writing by the Buyer prior to Order award for payment with repayable FMF credit or with the Purchaser's national funds.

- b. Certifies that any commissions, contingent fees, or similar compensation paid or promised by the Seller to any person in relation to soliciting the Order or Purchase Agreement were not in violation of U.S. law or regulations.

- c. Agrees to include within every subcontract or order under the Order prominently displayed contract clause(s) requiring that the subcontractor provide the disclosures and certifications set forth in this paragraph 6 and 6(a-b).

7. Certifies that neither the Seller nor any of its employees are suspended or debarred from conducting business with any agency of the U.S. Government and that export privileges are not suspended or revoked. Further agrees that no suspended or debarred firms will be used as a source of supplies or as a subcontractor for this Order.

8. For purposes of facilitating official U.S. Government inquiries to determine whether civil or criminal offenses may have been committed regarding the use, disbursement, or other disposition of funds made available under the U.S. Arms Export Control Act, to finance this Order or the Purchase Agreement, the Seller agrees to provide to any requesting authorized U.S. government official, documents that demonstrate the cost and price elements for the final Order price, including total amounts and breakdowns for all cost and price elements.

9. In addition to the agreement in paragraphs 1 and 8 and for purposes of facilitating official U.S. Government inquiries to determine whether civil or criminal offenses may have been committed regarding the use, disbursement, or other disposition of funds made available under the U.S. Arms Export Control Act, to finance this Order or the Purchase Agreement, the Seller agrees:

- a. to identify and to consent to the disclosure of the following accounts to, and at the request of, the U.S. Department of Defense, the U.S. Department of Justice, or a U.S. Federal Grand Jury:

- (1) accounts wherever located in the name of such Seller or any related corporate entities; and

- (2) accounts located outside the United States in the name of the principal executive officers of such Seller (and any nominees) who have been personally and substantially involved in this Order or Purchase Agreement, and

- b. for these purposes to include in the written terms and conditions of each subcontract applicable to this Order a statement that acceptance and implementation of the subcontract constitutes agreement by the subcontractor to identify and to consent to the disclosure of the following accounts to, and at the request of, the U.S. Department of Defense, or the U.S. Department of Justice, or a U.S. Federal Grand Jury:

- (1) accounts wherever located in the name of such subcontractor or supplier; and

- (2) accounts located outside the United States in the name of the principal executive officers of such subcontractor or supplier (and any nominees) who have been personally and substantially involved in this subcontract under the Purchase Agreement.

The term "consent to the disclosure" for purposes of sub-paragraphs (a) and (b) of this paragraph includes agreement to provide consent documents authorizing the disclosure of such information upon request.