

# Astronautics Corporation of America

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## TERMS AND CONDITIONS

1. **ENTIRE AGREEMENT AND ACCEPTANCE.** This Purchase Order will become the exclusive agreement between the parties, subject to the terms and conditions hereof, when accepted by acknowledgment or commencement of performance. Additional or different terms proposed by Supplier shall not be applicable, unless accepted in writing by Astronautics Corporation of America (hereinafter called "ACA"). No change in, modification of, or revision to this Purchase Order shall be valid unless in writing and signed by an authorized employee of ACA. All supplements, sheets, specifications, schedules, exhibits, riders or other attachments annexed hereto or referenced herein are made part of this Purchase Order and Supplier agrees to them by acceptance of this Purchase Order. Failure of Supplier to send to ACA a written acceptance or advice that Supplier has commenced performance within ten (10) days after the date hereof shall entitle ACA, at ACA's option, at any time prior to receipt of such written acceptance or advice, to cancel this Purchase Order without cost or liability to ACA.

2. **DEFINITIONS.** As used herein, the term "products" shall include goods, supplies, materials, packaging, services, work and data expressly or impliedly ordered herein. The term "FAR" means Federal Acquisition Regulation. The term "DoD FAR Supp." (DFARS) means Department of Defense Federal Acquisition Regulation Supplement.

### 3. CHANGES.

(a) ACA may at any time make changes by means of written change order to this Purchase Order in one or more of the following: quantity, drawings, designs, specifications, technical data, delivery schedules, place of inspection, acceptance or delivery, method of shipment, and packaging. If such change results in an increase or decrease in the cost or time required for performance of the work under this Purchase Order, an equitable adjustment shall be made in price, delivery schedule, or both. Any claim for such adjustment shall be deemed waived by Supplier unless submitted in writing to ACA within thirty (30) days of receipt by Supplier of the change order or within such other period of time as may be agreed upon in writing by ACA and Supplier. ACA may require that claims for equitable adjustment pursuant to this paragraph shall be submitted on the applicable forms contained in FAR Part 53, and shall be governed by the principles prescribed by FAR Part 31, whether or not this Purchase Order bears a government contract number. Failure of Supplier to submit its claim in the prescribed manner or within the time allowed shall be grounds for ACA to make a unilateral determination of the amount, if any, due Supplier for the change and such determination shall be final. Where the cost of property made obsolete or excess as a result of a change is included in Supplier's claim for adjustment, ACA shall have the right to prescribe the manner of disposition of such property. Failure to agree on any claim for equitable adjustment under this paragraph shall be a dispute within the meaning of the disputes clause hereof. Such dispute shall not relieve Supplier from proceeding without delay in the performance of this Purchase Order as changed. Changes shall not be binding upon ACA unless evidenced by a change order issued and signed by an authorized employee of ACA.

(b) Any communication, purchase order, agreement, amendment, change, stop work order, course of performance or course of dealing, supplementing, modifying, rescinding, or waiving any of ACA's rights or obligations shall be void unless executed or ratified in a writing which expressly states that it constitutes an amendment or change of this Purchase Order and which is signed by ACA's representative duly authorized in writing in order that ACA shall be bound only by such writing and not by construction, implication, or apparent authority. Information, advice, approvals, or instructions by ACA's technical or other personnel shall be deemed expressions of personal opinions only and shall not affect ACA's or Supplier's rights and obligations.

4. **DISPUTES.** This Agreement shall be interpreted in accordance with the laws of the State of Wisconsin. By entering into this Agreement, Supplier irrevocably consents to the jurisdiction of the courts located in the State of Wisconsin. Supplier may litigate any dispute arising hereunder or in connection herewith in a court of competent jurisdiction, provided, however, that no action may be instituted or maintained against ACA in any state, without ACA's prior written consent, except in the State of Wisconsin. Pending settlement or final judgment, Supplier shall proceed diligently with the performance of this Purchase Order.

5. **DELIVERY.** Time is of the essence in the performance by Supplier of this Purchase Order. ACA may at any time postpone delivery of all or any of the products ordered herein for a reasonable time. ACA may retain or return to Supplier at Supplier's expense products received in advance of their required delivery dates as specified in this Purchase Order. No such retention shall waive ACA's rights to return subsequent shipments delivered in advance of the required delivery date, nor shall said retention accelerate the time for payment. Overshipments may be returned at Supplier's expense or retained by ACA at no increase in price. In the event of the return by ACA to Supplier of advance or overshipments, ACA shall charge to Supplier all shipping costs, both ways, plus a reasonable charge for its services in effecting such return. Supplier shall not, without ACA's written consent, manufacture or procure materials in advance of Supplier's normal flow time or deliver in advance of schedule. In the event of termination or change, no claims will be allowed for any such manufacture or procurement or delivery unless there has been such prior written consent by ACA. It is Supplier's responsibility to furnish the proper quantity called for in this Purchase Order. No variations in the quantity specified herein shall be accepted as compliance with this Purchase Order except by ACA's prior written consent.

6. **INSPECTION.** All products furnished pursuant to this Purchase Order must comply with specifications, or if no specifications are given, a standard quality as understood by the trade must be furnished. All products including raw materials, work in process, and end items shall be subject to inspection and test by ACA or its designee at all times prior to shipment by Supplier and final inspection and acceptance at destination within twelve (12) months of receipt notwithstanding any prior payment or inspection and acceptance. Final inspection shall not relieve Supplier of its

obligations under its warranties. ACA may reject and hold at Supplier's expense, subject to Supplier's disposal, all products not conforming to applicable specifications, drawings, samples or descriptions. ACA shall have the option of returning rejected products to Supplier at Supplier's risk and expense and ACA shall charge to Supplier transportation both ways, plus a reasonable charge for ACA's services in effecting such return. Without limiting any other rights it may have, ACA at its option may require Supplier to repair or replace at Supplier's expense any products which fail to meet the requirements of applicable specifications, drawings, samples, or descriptions. Rejected products may not be retendered to ACA by Supplier unless notification of such past rejection is submitted with the retender and ACA has consented to such retender. ACA shall have the option to retain defective products, in which event ACA shall be entitled to an equitable reduction in price to be determined by ACA. ACA shall also have the option to perform or have performed by others the necessary repairs or to replace such products by contract or otherwise, and charge the cost of such repairs or replacements to Supplier. In the event that products furnished by Supplier fail to pass ACA's usual inspection, ACA may charge Supplier for the time required for such additional inspections as may be necessary. Supplier shall maintain an inspection and quality control system acceptable to ACA. Supplier shall keep applicable quality management system records, and shall at all reasonable times, including the period of manufacture, allow ACA, the Government and regulatory agencies, ACA's customers or the customer's representative to inspect and test the products and inspect the plants, including those of Supplier's subcontractors where the work is performed. The applicable quality management system records shall be kept complete and available to ACA during the performance of this Purchase Order and for the duration of any applicable warranties, unless specified otherwise in the ACA Purchase Order or Statement of Work. Supplier shall contact ACA prior to final destruction of applicable quality management system records. Supplier shall provide without additional charge reasonable facilities and assistance for safe and convenient inspection or test. If this Purchase Order specifies that government source inspection is required prior to shipment from Supplier's plant, Supplier shall, upon receipt of this order, promptly notify the Government representative who normally services Supplier's plant so that appropriate arrangements for Government inspection can be made. In the event that the Government representative or office cannot be located, ACA shall be notified immediately. All facilities used to perform the work must comply with the requirements of this Purchase Order.

7. **WARRANTIES.** In addition to all other warranties, express or implied in law, Supplier warrants that all products delivered hereunder shall be merchantable, free from defects in workmanship and materials, and shall strictly conform to applicable specifications including performance specifications, drawings and approved samples, if any, and will be fit and sufficient for the purposes intended, and, if of Supplier's design, will be free from design defects. Supplier further warrants that all products shall be in conformance with the most current standards established by the Occupational Safety and Health Act of 1970 and the Consumer Product Safety Act of 1972 as amended. In addition, Supplier warrants that all of Supplier's employees are aware of their contribution to product or service conformity, as well as their contribution to product safety, and the importance of ethical behavior. All warranties including service warranties and guarantees shall run to ACA, its customers and subsequent owners of the products or end products of which they are a part. In the event of a breach hereunder, ACA may require that the products be repaired or replaced by Supplier, or ACA may return all or some of the products to Supplier for refund or ACA may retain the products. In the event ACA retains the products, the price of this Purchase Order shall be equitably reduced. ACA may replace such products with similar products and charge the Supplier the cost occasioned to ACA thereby. ACA shall also have the option to perform or have performed by others the necessary repairs and charge the cost of

such repairs to Supplier. Transportation charges to and from Supplier's plant and other incidental expenses and responsibility for defective products while in transit shall be borne by Supplier. In the event of a breach of any of the warranties herein provided or of any warranties express or implied in law, Supplier agrees to pay and indemnify ACA, its customers or subsequent owners for all liability, loss, costs and expenses resulting from such breach including the cost of tests performed by ACA in determining whether a breach has occurred, and all costs of disassembly and reassembly, attorney's fees and costs of litigation. The rights and remedies of ACA herein provided shall not be construed to negate, replace, or limit, but shall be additional to any rights of ACA as a result of breach of warranty by Supplier by virtue of any applicable laws or regulations. All warranties shall be construed as conditions as well as promises and shall not be deemed to be exclusive. Except for latent defects, fraud, or gross mistake amounting to fraud, the term of this warranty shall be twelve (12) months after delivery to and acceptance by ACA's customer or twenty-four (24) months after delivery to and acceptance by ACA, whichever first occurs. Any products corrected or furnished in replacement by Supplier pursuant to this paragraph shall also be subject to all the provisions of this paragraph to the same extent as products initially delivered. The warranty with respect to such products shall be equal in duration to that herein set forth and shall run from the date of delivery and acceptance by ACA of such corrected or replaced products.

8. **PACKING AND SHIPPING.** All goods shall be prepared for shipment and packed by Supplier to prevent damage or deterioration, secure lowest transportation rates, and comply with carrier tariffs. All packages must bear ACA's Purchase Order number and show gross fare and net weights and quantity. No additional charges will be made to ACA for boxing, wrapping, packaging, packing, cartage or storage unless specified in this Purchase Order. When delivery is F.O.B. at a point other than ACA's plant, Supplier shall not declare a value on the bill of lading except when a declaration of value will result in decreased cost of shipment; in such event, Supplier shall make such declaration of value that will result in the minimum transportation rates. If it appears Supplier will not meet the delivery schedule specified in this Purchase Order, Supplier shall, if requested by ACA, ship via air or expedited routing to avoid or minimize delay to the maximum extent possible, the added cost to be borne by Supplier. This shall be in addition to ACA's other remedies.

9. **INVOICES AND PAYMENTS.** Payment of Supplier's invoices is subject to adjustment for any shortage or rejection, or any other cause specified in this Purchase Order. Individual invoices must be issued for each shipment. Freight and other similar charges as well as any discounts to which ACA is entitled, must be stated on the invoice.

10. **PRICES.** Supplier warrants that the prices for the products sold to ACA under this Purchase Order are not less favorable than those currently extended by Supplier to any other customer for the same or substantially similar products in equal or lesser quantities. In the event that the price or prices shown in this Purchase Order are less favorable or in the event that Supplier reduces its price to any other customer for such products during the term of this Purchase Order, Supplier agrees to reduce the prices hereof correspondingly.

11. **SUBCONTRACTING OR ASSIGNMENT BY SUPPLIER.** No contract shall be made by Supplier with any other party to furnish any of the completed or substantially completed products, spare parts or work herein contracted for, nor shall Supplier sell or assign this Purchase Order or any part thereof or any monies due or to become due hereunder without the prior written consent of ACA, except that a claim for monies due or to become due under this Purchase Order may be assigned by Supplier to a bank, trust company, or other financing institution, including any federal lending agency, without such consent. **ACA shall be furnished with two (2) copies of the**

**notice of assignment and two (2) copies of the assignment. The notice of assignment and assignment shall be signed by both the assignor and assignee.** Payment to assignee of any such claim shall be subject to set off or recoupment for any present or future claim or claims which ACA may have against Supplier. ACA reserves the right without notice to the assignee to make direct settlements or adjustments in price with Supplier, notwithstanding any assignment of a claim for monies due or to become due.

12. NON-WAIVER. The remedies herein set forth shall be cumulative and additional to any other or further remedies provided in law or equity. No waiver by ACA of any breach of any provision hereof shall constitute a waiver of any other or recurring breach of this or any other purchase order. Failure of ACA to insist upon strict performance of any of the terms and conditions of this Purchase Order shall not constitute a waiver of such terms and conditions or a waiver of any default.

### 13. DRAWINGS, SPECIFICATIONS AND TECHNICAL INFORMATION.

(a) Drawings, specifications, data, designs, inventions, and other technical information supplied by ACA shall remain ACA's property and shall be held in confidence by Supplier. Such information shall not be reproduced, used or disclosed to others by Supplier without ACA's prior written consent, and shall be returned to ACA upon completion of this Purchase Order or upon demand. ACA does not grant indemnity to Supplier for infringement of any patent, trademark, copyright or data rights. Any information which Supplier may disclose to ACA with respect to the design, manufacture, sale or use of the products covered by this Purchase Order shall be deemed to have been disclosed as part of the consideration for this Purchase Order, and Supplier shall not assert any claim against ACA by reason of ACA's use of such information. All data generated or developed in the course of performance of this Purchase Order shall be the sole property of ACA and Supplier shall not use, duplicate or disclose such data for any purposes other than the performance of the work required hereunder without the prior written consent of ACA. The purchase price of this Purchase Order is, in part, consideration for any design work performed by Supplier in connection with this Purchase Order and incorporated in the products to be delivered hereunder, and Supplier shall not supply such products to others without ACA's prior written consent.

(b) To the extent authorized by the United States Government in a contract with Supplier or a subcontract to which Supplier is a party for the manufacture of products for the Government, and to the extent that such use will not interfere with Supplier's performance of this or any other purchase order from ACA in effect at the time the Supplier enters into such contract or subcontract, and upon prior written notice to ACA of such Government authorization and contract number, the Supplier shall have the right to use items mentioned in subparagraph (a) which the Government owns or has the right to use or the right to authorize others to use.

### 14. TERMINATIONS.

(a) The termination for convenience provisions set forth in Part 49 of FAR are incorporated herein by reference and made a part hereof, except that "Government" and "Contracting Officer" shall mean ACA, "Contractor" shall mean Supplier, and "Contract" shall mean this Purchase Order. ACA may terminate all or any part of this Purchase Order at any time or times for convenience by telegraphic or other written notice to Supplier, whether or not this Purchase Order includes a Government contract number. The rights and obligations of the parties shall be in accordance with FAR 52.249-1 or 52.249-2, as appropriate, provided, however, that Supplier must submit its termination claim to ACA within sixty (60) days after the effective date of termination. The provisions of this subparagraph shall not limit or affect the right of ACA to terminate this Purchase Order for default

(b) The termination for default provisions set forth in Part 49 of FAR are incorporated herein by reference and made a part hereof. ACA may terminate all or any part of this Purchase Order in accordance with FAR 52.249-8 except that "Government" and "Contracting Officer" shall mean ACA, "Contractor" shall mean Supplier, and "Contract" shall mean this Purchase Order, and the references to a "Disputes" clause are inapplicable. If the parties fail to agree on the amount to be paid for items referred to in 52.249-8(e) of the default clause, the amount shall be the reasonable value thereof as determined by ACA.

(c) ACA may, by written notice to Supplier, terminate the whole or any part of this Purchase Order in the event that Supplier shall become insolvent or make a general assignment for the benefit of creditors, or a receiver or liquidator is appointed or applied for, or if Supplier admits in writing its inability to pay its debts as they become due, or if any proceeding under any Federal or State bankruptcy or insolvency law is brought by or against Supplier. Such termination shall be deemed for default in accordance with paragraph 14(b) of this Purchase Order and the rights and obligations of the parties shall be determined as therein provided.

15. SUSPENSION OF WORK. ACA may order the indefinite suspension of all or part of the work. If the suspension has a material effect on cost or delivery, an appropriate adjustment shall be made in price (excluding profit) or delivery, but not to the extent that the work would have been otherwise interrupted. No claim shall be allowed unless made within thirty (30) days after the suspension ends.

16. COMPLIANCE WITH LAWS. Supplier warrants that in the performance of this Purchase Order, it will comply with all applicable Federal, State and local

laws and ordinances and all lawful orders, standards, rules and regulations thereunder now in effect or as hereafter amended, including but not limited to the Occupational Safety and Health Act of 1970 (Public Law 91-596), the Fair Labor Standards Act of 1938 as amended (29 U.S.C. Secs. 201-219), Walsh-Healey Public Contracts Act as amended (41 U.S.C. Secs. 35-45), the Contract Work Hours and Safety Standards Act (40 U.S.C. Secs. 327-333), the Office of Federal Procurement Policy Act as amended (41 U.S.C. Sec. 423), the Arms Export Control Act (22 U.S.C. Secs. 2751 – 2799), the International Traffics in Arms Regulations (22 C.F.R. Secs. 120 – 130), the Export Administration Act (50 U.S.C. Secs. 2401- 2420), the Export Administration Regulations (15 C.F.R. Secs. 730 – 774). Supplier covenants to save and hold ACA harmless and to reimburse ACA for any and all costs, damages, and expenses, including attorney's fees, suffered or occasioned to ACA directly or indirectly through any failure of Supplier to comply with any such law, ordinance, order, standard, rule or regulation. On Supplier's invoice or in other form satisfactory to ACA, Supplier shall submit certification that the products covered by this Purchase Order were produced in compliance with all applicable requirements of the Fair Labor Standards Act, as amended, and of the regulations and orders of the U.S. Department of State, the U.S. Department of Commerce, and of the U.S. Department of Labor issued thereunder. Supplier shall also submit in a similar manner certification that the products named in this Purchase Order were produced in compliance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub.L. 111-203, H.R. 4173). Supplier must specifically certify that materials containing or consisting of tantalum, tin, tungsten, or gold, did not originate from the Democratic Republic of Congo, Angola, Burundi, Central African Republic, Congo Republic, Rwanda, Sudan, Tanzania, Uganda, or Zambia, in accordance with Title XV, section 1502.

17. RELEASE OF INFORMATION. Supplier shall not, without obtaining ACA's prior written consent, disseminate the fact that Supplier has furnished or has contracted to furnish to ACA the

products covered by this Purchase Order, nor shall Supplier disclose any of the details connected with this Purchase Order to third parties. No news releases, photographs, films, advertisements, public announcements, confirmation or denial of this Purchase Order, its subject matter or any phase thereof, shall be made without ACA's prior written consent.

18. **INSURANCE AND INDEMNITY.** Supplier agrees to defend and shall indemnify and hold harmless ACA, its employees, directors, agents, customers, successors, assigns and users of its products against any loss, damage and liability, including attorney's fees, costs and expenses by reason of any and all claims and suits charging (a) personal injury, property or other damage or (b) actual or alleged infringement of any patent, copyright or trademark, or other intellectual property right, arising out of the use or sale of the products purchased hereunder or arising from any alleged defect in the products, whether latent or patent, including allegedly improper construction and design, or from the failure of the products to comply with specifications or with any express or implied warranties of Supplier or arising out of the alleged violation of any statute, ordinance, administrative order, rule or regulation connected with the manufacture or sale of the products including but not limited to the Federal Occupational Safety and Health Act of 1970 as amended. If an injunction is issued as a result of any such infringement, Supplier agrees to refund to ACA the amount paid to Supplier pursuant to this Purchase Order. Supplier shall have no liability with respect to patent infringement for products as to which ACA furnished complete design specifications. The furnishing of performance specifications by ACA to Supplier shall not relieve Supplier of indemnifying and holding harmless ACA for any actual or alleged infringement. Supplier further agrees to obtain and maintain during the life of this Purchase Order at its expense, product liability insurance, with an endorsement in favor of ACA, in such form and amount and by such company as may be approved by ACA in writing. Satisfactory evidence of such insurance shall be submitted to ACA upon request.

19. **ACA OR U.S. GOVERNMENT PROPERTY, MATERIALS, TOOLING OR TEST EQUIPMENT.**

(a) Title to and the right to immediate possession of all tooling, materials or equipment furnished by ACA or the Government under this Purchase Order shall remain in ACA or the Government, respectively, at all stages of use or storage by Supplier. All such items shall be used only for the purpose of fulfilling this Purchase Order, except with respect to items furnished by the Government where the Government has authorized the Supplier to use them for other purposes. Such items shall be kept in good condition and repair by Supplier at its expense. Supplier shall be liable for safekeeping and the preservation of all ACA or Government property. ACA does not guarantee the accuracy of any tooling or the quality or suitability of any material supplied by the U.S. Government or ACA. Supplier agrees to mark all Government property, whether furnished or acquired for account of the Government, with an identification number preceded by the letters "U.S.". Supplier further agrees to maintain adequate property control and records of Government property in accordance with the provisions of FAR 45.5. In the absence of any provision in this Purchase Order to the contrary, all ACA and Government property shall be returned to ACA in as good condition as when received by Supplier, except for reasonable wear and tear or for the utilization of the property in accordance with the provisions of this Purchase Order. If this Purchase Order is for tooling, upon any payment therefor, title shall pass to either ACA or the Government in accordance with the provisions of this Purchase Order and applicable Government regulations.

(b) To the extent authorized by the U.S. Government in a contract with Supplier or a subcontract to which Supplier is a party for the manufacture of products for the Government, and to the extent that such use will not interfere with Supplier's performance of this or any other purchase order from ACA in effect at the time the Supplier enters into such contract or subcontract, and upon prior

written notice to ACA of such Government authorization and contract number, the Supplier shall have the right to use items mentioned in subparagraph (a) which the Government owns or has the right to use or the right to authorize others to use.

20. **RESPONSIBILITY FOR SUPPLIES.** Supplier shall not reserve title or a security interest in products shipped to ACA. Except as otherwise provided in this Purchase Order, title to products purchased under this Purchase Order shall pass from Supplier to ACA, or the Government, as appropriate, at the F.O.B. point designated on the face of this Purchase Order, regardless of the place of inspection. However, regardless of the passage of title, loss or damage discovered after transfer of title determined to be the result of faulty packaging or handling by Supplier shall be Supplier's responsibility. Acceptance by ACA shall be final only after completion of inspection at ACA's plant. Supplier shall bear all risks for rejected products after notice of rejection. Nothing herein shall limit any of ACA's rights under the warranty clause of this Purchase Order.

21. **WORK ON ACA'S OR ITS CUSTOMER'S PREMISES.**

(a) If Supplier's work under this Purchase Order involves operations by Supplier on the premises of ACA or one of its customers, Supplier shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work, and, except to the extent that any such injury is due solely and directly to ACA's or its customer's negligence, shall indemnify ACA and the customer against all loss which may result from any act or omission of Supplier, its agents, employees, or subcontractors. Supplier shall maintain and furnish ACA with copies of such public liability, property damage and employer's liability compensation insurance as will protect ACA and its customers from said risks and from any claim under any applicable Workers' Compensation and Occupational Disease Act.

(b) Supplier shall carry the following types of insurance at its expense during the life of this Purchase Order as applicable:

1. Workers Compensation Insurance
2. Employers' Liability Insurance
3. Comprehensive General Liability Insurance
4. Business Automobile Liability Insurance

(c) Supplier shall furnish to ACA a certificate of insurance prior to commencement of work under this Purchase Order. The certificate of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage and dates of effectiveness.

(d) Supplier agrees to assume all risk of loss and to indemnify and hold ACA and its officers, agents, and employees from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys and witnesses, fees and expenses incident thereto, for any and all injuries to persons (including death), and for the loss and damage to, or destruction of property (including property of ACA) arising out of or in connection with this Purchase Order unless caused by the gross negligence of ACA, its officers, agents or employees.

(e) Supplier is required to furnish to ACA the names of all workmen assigned to the job who require access to ACA's facilities. The Supplier will be responsible for maintaining order in their area of operation, and shall limit access to the facility to those having right of entry.

(f) The following clauses in accordance with Code of Federal Regulation (29 CFR 1910.1200) Hazard Communication Standard, are hereby made an integral part of this Purchase Order in the following way:

1. Supplier may be required to work in a facility that houses hazardous substances. The Supplier is hereby advised that 29 CFR 1910.1200 requires appropriate transmittal of information by Supplier to Supplier's employees. ACA maintains workplace files consistent

with 29 CFR 1910.2100. Supplier shall have the right to review these files upon request.

2. In accordance with 29 CFR 1910.2100, ACA will provide Supplier access to its written Hazard Communication Program, location of Material Safety Data Sheets, and emergency contingency procedures.

3. Supplier shall provide ACA with a list of chemicals and the associated Material Safety Data Sheets for any hazardous substances (as defined in 29 CFR 1910.1200) that the Supplier plans to deliver to ACA or work site.

22. TAXES. Except as otherwise specifically agreed or required by law, Supplier will pay or assume all taxes imposed upon or in connection with the sale or furnishing of the products, including all Federal, State or municipal excise and personal property taxes on any property in the possession of Supplier until title passes to ACA. Supplier agrees to take advantage of any tax exemptions to which it is entitled and ACA is entitled to a price reduction in the amount of any taxes for which Supplier could have obtained an exemption but failed to do so.

23. AFFIRMATIVE ACTION COMPLIANCE. The Supplier represents that it has developed and has on file at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or that it has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

24. INDUSTRIAL LAWS. Supplier agrees that neither Supplier nor any of the persons furnishing materials or performing work or services required by this Purchase Order are employees of ACA within the meaning or the application of any Federal or State Unemployment Insurance Law, Old Age Benefit Law, Social Security Law, Workers' Compensation Industrial Accident Law, or other Industrial or Labor Law. Supplier agrees at its own expense to comply with such laws and to assume all liability or obligations imposed by them.

25. NEW PRODUCTS. New and unused products only shall be furnished pursuant to this Purchase Order.

26. PRIORITIES. When a priority symbol (e.g., DO-A1) is included in this Purchase Order, the materials ordered are certified for National Defense use. Supplier is required to follow the provisions of DMS Reg. 1 or DPS Reg. 1 and of all other applicable regulations and orders of the Bureau of Domestic Commerce in obtaining controlled materials and other products and materials needed to fill this Purchase Order.

27. GOVERNMENT CONTRACTS. If this Purchase Order contains a Government contract number, Supplier shall comply with all applicable Federal, State or local laws, rulings and regulations relating to Government procurement. Without limiting the foregoing, the provisions of FAR and DFARS listed on pages 6 and 7 are incorporated herein by reference to the extent applicable and Supplier agrees to comply therewith. Except for Cost Accounting Standard clauses, the version of each FAR and DoD FAR Supplement in effect on the date of the Government prime contract under which this Purchase Order is issued, shall apply. Cost Accounting Standard clauses shall be effective as of the date of this Purchase Order. When necessary to make the context of the below-enumerated provisions applicable to this Purchase Order, the term "Contractor" shall mean Supplier, the term "Contract" shall mean this Purchase Order, and the terms "Government", "Contracting Officer" and equivalent phrases shall mean ACA. The term "Subcontractor" shall include all lower tier subcontractors. Copies of FAR and DoD FAR Supplements may be obtained from the Government Printing Office, Washington, D.C. 20402.

## 28. EXPORT AND IMPORT COMPLIANCE.

(a) Supplier shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for Suppliers to register with the U. S. Department of State in accordance with the ITAR. The Supplier shall consult with the U. S. Department of State regarding any questions relating to compliance with the ITAR and shall consult with the U. S. Department of Commerce regarding any questions relating to compliance with the Export Administration Regulations (EAR). It is the Supplier's responsibility to comply with all applicable laws and regulations regarding export and import controlled items which exist independent of, and are not established or limited by, the information provided by this clause. Nothing in the terms of this Purchase Order adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive Orders, and regulations, including but not limited to: the Export Administration Act of 1979, as amended (50 U.S.C. App.2401, *et seq.*); the Arms Export Control Act (22 U.S.C. 2751, *et seq.*); the International Emergency Economic Powers Act (50 U.S.C. 1701, *et seq.*); the Export Administration Regulations (15 CFR Parts 730-774); the International Traffic in Arms Regulations (22 CFR Parts 120-130); and Executive Order 13222, as extended. Supplier shall immediately notify ACA if Supplier is listed in any Denied Parties List or if Supplier's export privileges are otherwise denied, suspended or revoked in whole or in part by any U. S. Government entity or agency.

(b) Supplier is advised that its performance of this Purchase Order may involve the use of or access to articles, technical data or software that is subject to export controls as mentioned in subparagraph (a) under the Arms Export Control Act (22 U.S.C. 2751 – 2796), International Traffic in Arms Regulations (22 C.F.R. 120-130), Export Administration Act (50 U.S.C. 2401 – 2420), and Export Administration Regulations (15 C.F.R. 730 – 774) and their successor and supplemental laws and regulations (collectively hereinafter referred to as the "Export Laws and Regulations"). Supplier represents and warrants that it is either 1) a U.S. Person as that term is defined in the export laws and regulations, or 2) that it has disclosed to ACA's representative in writing the country in which it is incorporated or otherwise organized to do business, or if a natural person, all citizenships and US immigration status. Supplier shall comply with any and all export laws and regulations, and any license(s) issued thereunder.

(c) Foreign Personnel/Persons. Supplier shall not give any Foreign Person access to Technical Data, software or Defense Articles, or provide an unauthorized Defense Service as those terms are defined in the applicable export laws and regulations without the prior written consent of ACA. Any request for such consent must state the intended recipient's citizenship(s), and status under 8 U.S.C. 1101 and 8 U.S.C. 1324 (the "Immigration and Naturalization Act"), and such other information as ACA may reasonably request. No consent granted by ACA in response to Supplier's request under this paragraph c. shall relieve Supplier of its obligations to comply with the provisions of paragraph a. and b. of this clause or the Export Laws and Regulations, nor shall any such consent constitute a waiver of the requirements of paragraph a. and b. hereinabove, nor constitute consent for Supplier to violate any provision of the Export Laws and Regulations.

(d) Indemnification. Supplier shall indemnify and hold harmless ACA from and against any and all damages, liabilities, penalties, fines, costs, and expenses, including attorney's fees, arising out of claims, suit, allegations or charges of Supplier's failure to comply with the provisions of this clause and breach of the warranty set forth in paragraph a. and b. Any failure of Supplier to comply with the requirements or any breach of the warranty contained in this clause shall be a material breach of this Purchase Order.

(e) Subcontracts. The Supplier shall include the substance of this clause, including this paragraph (e), in all subcontracts.

## 29. COUNTERFEIT MATERIAL:

(a) Definitions for purposes of this paragraph, "Material" consists of those items delivered under this Purchase Order that are the lowest level which are separately identifiable. "Counterfeit Material" means Material that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method.

(b) Supplier agrees and shall ensure that Counterfeit Material is not delivered to ACA.

(c) Supplier shall only purchase products, which will be delivered to ACA, directly from Original Component Manufacturer (OCM)/ Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor. Material shall not be acquired from independent distributors or brokers.

(d) When requested by ACA, Supplier shall provide OCM/OEM documentation that authenticates traceability. This includes providing OCM/OEM original documentation from authorized distributors, when used.

(e) Supplier shall immediately notify ACA with the pertinent facts if Supplier becomes aware or suspects that it has furnished Counterfeit Material. In the event that Counterfeit Material is delivered under this Purchase Order, then Supplier shall, at its own expense, promptly replace such Counterfeit Material with genuine Material conforming to the requirements of this Purchase Order. Notwithstanding any other provision in this Purchase Order, Supplier shall be liable for all costs relating to the removal and replacement of Counterfeit Material, including without limitation ACA's costs of removing Counterfeit Material, and of, replacing, reworking, and retesting the genuine Material. When applicable, Supplier shall be liable for any freight costs and ACA's customers costs associated with the return of fielded hardware.

(f) If suspect/counterfeit Material is furnished under this Purchase Order and are found in any of the goods delivered hereunder, such items will be impounded by ACA. The Supplier shall promptly replace such Material under the guidelines identified in part (e) of this paragraph, "Counterfeit Parts". Supplier shall cooperate fully with ACA and agrees that any suspect/counterfeit material shall be forwarded to an appropriate facility for further investigation. Supplier also agrees that any Government or quasi-Government directive, such as a GIDEP alert or a directive from The

Aerospace Corporation indicating that such parts are counterfeit, shall be deemed definitive evidence that Supplier's Material contains counterfeit parts.

(g) This paragraph applies in addition to any quality provision, specification, statement of work or other provision included in this Purchase Order addressing the authenticity of Material. To the extent such provisions conflict with this paragraph, this paragraph prevails.

(h) Supplier shall include this entire paragraph, Counterfeit Parts, in all lower tier subcontracts for the delivery of items that will be included in or furnished to ACA.

## FAR CLAUSES

### Clause No. 52.202-1 Definitions

52.203-3 Gratuities

52.203-5 Covenant Against Contingent Fees

52.203-6 Restrictions on Subcontractor Sales to the Government

52.203-7 Anti-Kickback Procedure

52.203.8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity

52.203.10 Price or Fee Adjustment for Illegal or Improper Activity

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

52.203-12 Limitation on Payments to Influence Certain Federal Transactions

52.203-13 Contractor Code of Business Ethics and Conduct

52.203-14 Display of Hotline Poster(s)

52.204-2 Security Requirements

52.204-8 Annual Representation and Certifications

52.204-9 Personal Identity Verification of Contractor Personnel

52.204-10 Reporting Executive Compensation and First Tier Subcontract Awards

52.204-13 System for Award Management Maintenance

52.208-8 Required Sources for Helium and Helium Usage Data

52.209-5 Certification Regarding Responsibility Matters52.209-6 Protecting the Government's Interest

when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations

52.211-5 Material Requirements

52.211-15 Defense Priority and Allocation Requirements

52.211-16 Variation in Quantity

52.211-17 Delivery of Excess Quantities

52.212-4 Contract Terms and Conditions-Commercial Items

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-

Commercial Items

52.214-26 Audit and Records-Sealed Bids

52.214-27 Price Reduction for Defective Cost or Pricing Data-Modifications-Sealed Bidding

52.214-28 Subcontractor Cost or Pricing Data-Modifications-Sealed Bidding

52.215-2 Audit and Records-Negotiations

52.215-8 Order of Precedence-Uniform Contract Format

52.215-10 Price Reduction for Defective Cost or Pricing Data

### Clause Title

52.215-11 Price Reduction for Defective Certified Cost or Pricing Data-Modifications

52.215-12 Subcontractor Cost or Pricing Data

52.215-13 Subcontractor Cost or Pricing Data-Modifications

52.215-14 Integrity of Unit Prices

52.215-15 Pension Adjustments and Asset Reversions

52.215-16 Facilities Capital Cost of Money

52.215-17 Waiver of facilities Capital Cost of Money

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions

52.215-19 Notification of Ownership Changes

52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data

52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-

Modifications

52.215-22 Limitations on Pass Through Charges-Identification of Subcontract Effort

52.215-23 Limitations on Pass Through Charges

52.217-7 Option for Increased Quantity—Separately Priced Line Item

52.219-8 Utilization of Small Business Concerns

52.219-9 Small Business Subcontracting Plan

52.219-16 Liquidated Damages-Subcontracting Plan

52.219-28 Post-Award Small Business Program Re-representation

52.222-1 Notice to the Government of Labor Disputes

52.222-3 Convict Labor

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

52.222-19 Child Labor-Cooperation with Authorities and Remedies

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

52.222-21 Prohibition of Segregated Facilities

52.222-22 Previous Contracts and Compliance Reports52.222-25 Affirmative Action Compliance

52.222-26 Equal Opportunity

52.222-35 Equal Opportunity for Veterans

52.222-36 Affirmative Action for Workers with Disabilities

52.222-37 Employment Reports on Veterans52.222-40 Notification of Employee Rights Under the

National Labor Relations Act

52.222-41 Service Contract Labor Standards

52.222-50 Combating Trafficking in Persons  
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  
52.223-1 Bio-based Product Certification  
52.223-3 Hazardous Material Identification and Material Safety Data  
ALT. I Hazardous Material Identification and Material Safety Data  
52.223-6 Drug Free Workplace  
52.223-7 Notice of Radioactive Materials  
52.223-9 Estimate Percentage Recovered Material Content for EPA-Designated Items  
52.223-11 Ozone Depleting Substances  
52.223-14 Acquisition of EPEAT-Registered Televisions  
52.223-15 Energy Efficiency in Energy Consuming Products  
52.223-16 Acquisition of EPEAT-Registered Personal Computer Products  
52.223-18 Contractor Policy to Ban Text Messaging while Driving  
52.224-1 Privacy Act Notification  
52.224-2 Privacy Act  
52.225-1 Buy American Act-Supplies  
52.225-5 Trade Agreements  
52.225-8 Duty-Free Entry  
52.225-13 Restrictions on Certain Foreign Purchases  
52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran Certification  
52.226-6 Promoting Excess Food Donation to Nonprofit Organizations  
52.227-1 Authorization and Consent  
ALT. I Authorization and Consent  
ALT. II Authorization and Consent  
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement  
52.227-3 Patent Indemnity  
ALT. III Patent Indemnity  
52.227-9 Refund of Royalties  
52.227-10 Filing of Patent Applications-Classified Subject Matter  
52.227-11 Patent Rights-Ownership by the Contractor  
52.227-13 Patent Rights-Ownership by the Government  
52.227-14 Rights in Data-General  
52.227-23 Rights To Proposal Data (Technical)  
52.228-3 Workers' Compensation Insurance (Defense Base Act)  
52.228-4 Workers' Compensation and War-Hazard Insurance-Overseas  
52.228-5 Insurance-work on a Government Installation  
52.229-8 Taxes-Foreign Cost Reimbursement Contracts  
52.230-2 Cost Accounting Standards  
52.230-3 Disclosure and Consistency of Cost Accounting Practices  
52.230-6 Administration of Cost Accounting Standards  
52.232-1 Payments  
52.232-8 Discounts for Prompt Payment  
52.232-11 Extras  
52.232-25 Prompt Payment  
52.232-33 Payment by Electronic Funds Transfer-System for Award Management  
52.232-40 Providing Accelerated Payments to Small Business Subcontractors  
52.233-1 Disputes  
52.233-3 Protest After Award  
52.233-4 Applicable Law for Breach of Contract Claim  
52.234-1 Industrial Resources Developed Under Defense Production Act Title III  
52.236-13 Accident Prevention  
ALT. I Accident Prevention  
52.237-2 Protection of Government Buildings, Equipment and Vegetation  
52.237-7 Indemnification and Medical Liability Insurance  
52.242-13 Bankruptcy  
52.242-15 Stop Work Order  
52.242-17 Government Delay of Work  
52.243-1 Changes-Fixed Price  
52.243-6 Change Order Accounting  
52.244-5 Competition in Subcontracting  
52.244-6 Subcontracts for Commercial Items  
52.245-1 Government Property  
52.246-2 Inspection of Supplies Fixed Price  
52.246-4 Inspection of Services-Fixed Price  
52.246-16 Responsibility for Supplies  
52.246-23 Limitation of Liability  
52.246-24 Limitation of Liability-High Value Items  
52.246-25 Limitation of Liability – Services  
52.247-1 Commercial Bill of Lading Notations  
52.247-29 F.O.B. Origin  
52.247-63 Preference for US-Flag Air Carriers  
52.247-64 Preference for Privately Owned US-Flag Commercial Vessels  
ALT. I Preference for Privately Owned US-Flag Commercial Vessels  
ALT. II Preference for Privately Owned US-Flag Commercial Vessels  
52.248-1 Value Engineering  
ALT. I Value Engineering  
ALT. II Value Engineering  
ALT. III Value Engineering  
52.249-1 Termination for Convenience of the Government (Fixed Price) (Short Form)  
52.249-2 Termination for Convenience of the Government (Fixed Price)  
52.249-8 Default (Fixed-Price Supply and Service)

52.251-1 Government Supply Sources  
52.252-2 Clauses Incorporated by Reference  
52.252-6 Authorized Deviations in Clauses  
52.253-1 Computer Generated Forms

**DoD FAR SUPPLEMENT CLAUSES**

Clause No.	Clause Title
252.201-7000	Contracting Officer's Representative
252.203-7000	Requirements Relating to Compensation of Former DoD Officials
252.203-7001	Prohibition of Persons Convicted of Fraud or Other Defense Contract Related Felonies
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.204-7000	Disclosure of Information
252.204-7003	Control of Government Personnel Work Product
252.204-7004	Alternate A, System for Award Management
252.204-7005	Oral Attestation of Security Responsibilities
252.204-7012	Safeguarding of Unclassified Controlled Information
252.208-7000	Intent to Furnish Precious Metals as Government Furnished Material
252.209-7002	Disclosure of Ownership or Control by a Foreign Government
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country
252.211-7000	Acquisition Streamlining
252.211-7003	Item Identification and Valuation
252.211-7005	Substitutions for Military or Federal Specifications and Standards
252.211-7006	Radio Frequency Identification
252.215-7000	Pricing Adjustments
252.217-7028	Over and Above Work
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)
252.222-7000	Restrictions on Employment of Personnel
252.222-7006	Combating Trafficking in Persons
252.223-7002	Safety Precautions for Ammunition and Explosives
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials
252.225-7001	Buy American Act and Balance of Payments Program
252.225-7002	Qualifying Country Sources as Subcontractors
252.225-7004	Reporting of Contract Performance Outside the United States and Canada, Submission After Award
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States
252.225-7008	Restriction on Acquisition of Specialty Metals
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7010	Commercial Derivative Military Article-Specialty Metals Compliance Certificate
252.225-7012	Preference for Certain Domestic Commodities
252.225-7013	Duty Free Entry
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools
252.225-7016	Restriction on Acquisition of Ball or Roller Bearings
252.225-7025	Restrictions on Acquisition or Forgings
252.225-7036	Buy American-Free Trade Agreements-Balance of Payments Program
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contracts Outside the United States
252.225-7048	Export Controlled Items
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises—DoD Contracts and Native Hawaiian Small Business Concerns
252.227-7013	Rights in Technical Data-Noncommercial Items
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7015	Technical Data-Commercial Items
252.227-7016	Rights in Bid or Proposal Information
252.227-7018	Rights in Noncommercial Technical Data and Computer Software-Small Business Innovation Research (SBIR) Program
252.227-7019	Validation of Asserted Restrictions - Computer Software
252.227-7025	Limitations on the Use or Disclosure of Government –Furnished Information Marked with Restrictive Legends
252.227-7030	Technical Data-Withholding of Payment
252.227-7033	Rights in Shop Drawings
252.227-7037	Validation of Restrictive Markings on Technical Data
252.227-7038	Patent Rights-Ownership by the Contractor (Large Business)
252.227-7039	Patents-Reporting of Subject Inventions
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
252.231-7000	Supplemental Cost Principles
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports
252.232-7010	Levies on Contract Payments
252.234-7001	Notice of Earned Value Management System
252.234-7002	Earned Value Management System
252.234-7004	Cost and Software Data Reporting System
252.235-7003	Frequency Authorization
252.239-7016	Telecommunications Security Equipment, Devices, Techniques and Services
252.242-7005	Contractor Business Systems
252.243-7001	Pricing of Contract Modification
252.243-7002	Requests for Equitable Adjustment
252.245-7002	Reporting Loss of Government Property
252.246-7003	Notification of Potential Safety Issues
252.247-7023	Transportation of Supplies by Sea
252.247-7024	Notification of Transportation of Supplies by Sea
252.247-7028	Application for U.S. Government Shipping Documentation/Instructions
252.249-7002	Notification of Anticipated Termination or Reduction

Astronautics Corporation of America

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Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Supplier's Name

\_\_\_\_\_  
Authorized Signature

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