



PURCHASING FORM

PF005 REV (13) DATE: 10/01/2025

PO TERMS AND CONDITIONS

This document is controlled electronically. When printed, this document is UNCONTROLLED.

1. Acceptance of Contract

Buyer shall not be bound by this Purchase Order until Seller executes an acknowledgment of this order and unless Buyer receives same within seven (7) days after Seller has received this order. Seller shall be bound by this Purchase Order and its terms and conditions when it executes and returns the acknowledgment or when it proceeds with performance hereunder. No contract shall exist except as herein and above provided.

2. Order of Precedence

1. The Purchase Order
2. Any Attached Supplemental Terms and Conditions
3. RIX PO Terms and Conditions
4. Drawings and Technical Specifications

3. Amendments

No modifications, alterations or changes in this Purchase Order shall be binding upon Buyer unless in writing and signed by Buyer's purchasing representative. All specifications, drawings, and data submitted to Seller with this Purchase Order are hereby incorporated herein and made a part hereof.

Buyer may at any time, by a written order, and without notice to the sureties, if any, make changes within the general scope of this Purchase Order including, but not limited to quantities, drawings, specifications, delivery schedules and/or methods of shipment and packaging. If any such changes cause an increase or decrease in the estimated costs of or the time required for performance of this Purchase Order, or otherwise affects such order, a fair and reasonable equitable adjustment may be made and this Purchase Order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause shall be deemed waived unless asserted within thirty (30) days from the date of the receipt by Seller, or the change. Failure of the Parties to agree upon any adjustment shall not excuse Seller from performing in accordance with Buyer's direction.

4. Property Furnished to Seller by Buyer

Unless otherwise agreed in writing, all special dyes, molds, patterns, jigs, fixtures, and any other property furnished to Seller by Buyer, or specifically paid for by Buyer, for use in the performance of this Purchase Order, shall be and remain the property of Buyer, shall be subject to removal upon Buyer's instruction, shall be used only in filling orders from Buyer, shall be held at Seller's risk for loss or damage, and shall be kept insured by Seller at Seller's expense while in its custody or control for an amount equal to the replacement cost thereof, with loss payable to Buyer. Copies of policies or certificates of such insurance will be furnished to Buyer on demand.

Seller shall ensure proper maintenance and upkeep of Buyer-furnished property and shall promptly notify Buyer in writing of any damage, wear, or issues affecting its usability.

Seller shall reimburse Buyer or replace any Buyer-furnished castings damaged beyond use by improper machining or other conditions.

When Buyer furnishes materials, parts, tooling and/or other property, Seller's shipper and final invoice must contain the statement: "All materials, parts, tooling or other property furnished and/or acquired on this Purchase Order (except that which is normal industrial waste or was replaced at Seller's expense) have been returned in the form of parts, unused material and/or tooling." If Buyer furnished any material for fabrication hereunder, Seller agrees not to use any other material in such fabrication without Buyer's written consent. Seller shall document and provide an itemized list of any scrapped material for Buyer's review before disposal. Buyer reserves the right to retain 10% of the total amount of Seller's invoices until all requirements of this clause have been fulfilled. If Seller fails to return Buyer-furnished materials, tooling, or property as required, Buyer reserves the right to withhold payment until compliance is met. If non-compliance persists beyond thirty (30) days, Buyer may pursue additional remedies, including cost recovery or replacement charges.

5. Extras

No charges will be allowed for licenses or permits, taxes, transportation, boxing, packing or returnable containers unless stated. All sales, use, excise, or similar taxes to be paid by Buyer must be itemized separately hereon and on invoices. All shipments must be packaged in a manner that will provide for efficient handling and preclude the possibility of damage to the articles. In addition, shipments tendered to common carriers for delivery must conform to the packaging requirements of the rail or motor carrier freight classification. No extras are allowed under any circumstances unless authorized in writing.

6. Warranty

Seller warrants all articles and services furnished hereunder comply with all plans and specifications which are a part of this order as well as published catalog data, performance curves, etc. If Buyer's order refers to plans and specifications of a third party, it shall be Seller's obligation to familiarize itself therewith and Buyer's Purchase Order warranty shall extend to compliance therewith. Seller also guarantees the goods against defective design, workmanship or materials. Buyer has informed Seller of the particular purpose for which the goods are required and Buyer is relying entirely on Seller's skill and judgment to select and furnish suitable goods. Seller warrants that the goods will be fit for Buyer's particular purpose. This warranty is in addition to any and all warranties of Seller arising by operation of law and nothing contained herein shall be construed as limiting or restricting such warranties. Seller warrants and represents that all products and each and every part thereof to be delivered hereunder to be new and unused. Any goods found defective shall, upon Buyer's request, be replaced by Seller at Seller's expense. The warranties of Seller, together with its service warranties and guarantees, shall run to Buyer and/or its customers. Said warranties shall remain in effect as to each item or material and as to each item assembled, furnished, serviced and/or repaired hereunder for a period of one (1) year after it is applied to a use for which it was intended. Acceptance by any inspector shall not affect Seller's obligation under this warranty.

7. Certificate of Conformance is Required

Seller shall include a Certificate of Conformance ("CoC") with each shipment when indicated on a Buyer Purchase Order. Note: Seller's original CoC shall be maintained by Seller and upon Buyer's request shall be made available.

Seller's CoC shall, at minimum, include the following:

- Seller's Name and address
- Buyer's Purchase Order number
- Lot quantity
- Statement attesting the goods and services conform to all contract requirements and applicable U.S. government specifications.
- Seller's and/or Buyer's part number.
- Seller's and/or Buyer's drawing number and revision level to which the goods were manufactured (if applicable).
- Signature or stamp with title of Seller's authorized personnel signing the CoC.

NOTE: CoC statements may be incorporated into packingslip or other identifying documents.

An example of an acceptable certificate is available from Buyer's quality control department.

8. Inspection and Tests

Materials or equipment purchased hereunder are subject to inspection and approval at Buyer's destination. Buyer reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings, and data or Seller's warranty (express or implied). Buyer will charge Seller for the cost of inspecting merchandise rejected. Items not accepted will be returned to Seller at Seller's expense. Payment for any article hereunder shall not be deemed an acceptance thereof.

Buyer reserves the right to use sampling plan(s) for the acceptance or rejection of incoming material. If a lot is rejected by the sampling procedure, the entire lot may be returned to Seller for screening at Seller's expense, or, at the option of Buyer, the rejected lot may be screened by the Buyer, at Seller's expense.

9. Notice of Critical/Close Tolerance Equipment

Tolerances, noted on applicable drawings, must be maintained. All parts may be subject to 100 percent inspection at Buyer's plant. Final acceptability of parts will be dependent upon satisfactory inspection results.

10. Right of Access

Seller shall grant to Buyer, Buyer's customer, U.S. government, or U.S. regulatory agencies access to Seller's premises or manufacturing facilities, including the freedom to witness and audit all phases of fabrication, testing, storage of goods sold to Buyer, pertinent documents and records related to the contract, subject to any limitations or controls required to ensure compliance to ITAR and/or EAR U.S. government regulations. This is applicable to all levels of sub-tiers of the supply chain.

11. Source Inspection Access

During the performance on this Purchase Order, Seller's quality control and manufacturing processes are subject to outside review, verification, and analysis by authorized representative of Buyer, Buyer's customer, applicable U.S. government, or U.S. regulatory agencies. This includes all applicable records related to the order. Inspection or release of product prior to shipment is not required unless you are otherwise notified. This is applicable to all levels of sub-tiers.

12. Shelf Life of Material

If the material being ordered has shelf life requirements or limitations, the following data shall be furnished by Seller with each shipment:

- Cure Date
- Batch or lot number
- Shelf life limitations (i.e. recommended shelf life and/or use by date in years or expiration date by "Quarter Year").

13. Packaging

All items shall be packed and/or crated for ease of handling and in such a manner as to assure their adequate protection in shipment and storage and arrival at destination in an undamaged condition. Prices set forth in this Purchase Order include all charges for Seller's packing and crating and for transportation to the F.O.B. point. All prices for goods are F.O.B. destination unless otherwise noted. A Packing List showing items and quantity and Buyer's Purchase Order number shall be included in or with the container.

14. Hazardous Materials

"Hazardous material" means any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of this Purchase Order). Seller must notify Buyer in writing within thirty (30) days of this Purchase Order of any hazardous material to be delivered under this Purchase Order and shall update this notice within five (5) business days whenever Seller determines that any additional material to be hazardous. Seller shall identify hazardous material and include any applicable identification number, such as National Stock Number or Special Item Number. Seller shall update this notice whenever Seller determines that any other material to be delivered is hazardous. Seller shall include this information on a Material Safety Data Sheet meeting the requirements of 29 CFR 1910.1200(g), which Seller shall submit at least thirty (30) days prior to any shipment containing hazardous material, and as otherwise required by Federal Standard 313, regardless of whether Seller is the actual manufacturer of the items. Additionally, Seller must provide a certification of compliance confirming that the materials meet all hazardous material requirements. Neither the requirements of this paragraph, nor any act or failure to act by Buyer, shall relieve Seller of any responsibility or liability for the safety of any person or property, or of any obligation to comply with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material. Failure to comply with these hazardous material requirements may result in order cancellation, rejection of materials, and liability for any resulting costs, including environmental remediation expenses.

Mercury. The material supplied under this Purchase Order shall contain no metallic mercury and shall be free from mercury contamination. Mercury bearing instruments and/or equipment, which might cause contamination, shall not be used in the manufacture, fabrication, assembly, or testing of any material furnished. Seller shall provide a written declaration certifying compliance with this mercury-free requirement upon request from Buyer.

Polychlorinated Biphenyls Prohibition. Seller shall not employ equipment or use material that is known or suspected of containing polychlorinated biphenyls. If PCBs are discovered post-delivery, Seller must immediately notify Buyer and provide a corrective action plan within five (5) business days.

Asbestos. Materials containing asbestos shall not be provided without Buyer's prior written permission. If invoked specifications and standards permit other materials, they shall be used in lieu of asbestos. If asbestos-containing materials are identified post-delivery, Seller must immediately notify Buyer and coordinate proper removal and replacement at Seller's expense.

Toxic Substances/Hazardous Material. Buyer will not accept, store or dispose of any toxic substances or hazardous material except as, and to the extent, expressly provided for in this Purchase Order. In particular, paints or primers on products required by this Purchase Order which contain the following components shall not be shipped without prior written approval by Buyer: arsenic, mercury, lead, chromates, or organo-metallic material. Buyer approval requests must include complete Safety Data Sheets (SDS) and a written justification for the use of restricted substances.

15. Quality System

Seller shall provide and maintain an inspection system acceptable to Buyer covering supplies under this Purchase Order. Seller is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services under this Purchase Order conform to the requirements. When indicated in this Purchase Order, higher level Quality Requirements apply.

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If a subcontractor maintains a Quality System conforming to one of the following system specifications he shall, unless otherwise specified in the body of this Purchase Order, use that system, as a minimum, in the performance of this Purchase Order.

- ISO-9001; or,
- ISO-9002; or,
- AS9100; or,
- MIL-Q-9858A; or,
- MIL-I-45208A

16. Measuring and Test Equipment

Seller shall provide and maintain gauges and other measuring and testing devices to assure that supplies conform to the technical requirements. In order to assure continued accuracy, these devices shall be calibrated at established intervals against certified standards, which have known valid relationship to national standards. Calibration of inspection equipment shall be documented. When a quality system requirement is specified, the calibration system shall comply with the requirements of the specified system.

Sellers that provide calibration services shall be certified to ISO/IEC 17025 and/or ANSI Z540-1 by an accreditation body that is signatory to the ILAC/MRA. Calibration services shall be performed in accordance with the scope of this accreditation, traceable to national, international, or intrinsic standards.

17. Electrostatic Discharge Sensitive Components

Electrostatic sensitive devices (ESD) must be processed, protected and identified in accordance with MIL-STD-1686 and DOD-HDBK-263, or as specified on the Buyer's drawings.

18. Hydrostatic Testing

For commercial components or where not otherwise specified, hydrostatic testing of pressure bearing components shall be accomplished by Seller at a pressure at least 1-1/2 times the rated working pressure of the part or component. Hydrostatic test records shall be maintained by the Seller and provided to Buyer upon request.

When specified in the drawings or on this Purchase Order, hydrostatic testing shall be accomplished in accordance with the requirements of the Buyer's drawing and Buyer's drawing MP111. In this case, hydrostatic test records shall be provided by Seller with the appropriate certifications.

19. Performance

Time is of the essence in this Purchase Order and if delivery of items or rendering of services is not completed by the time promised, Buyer reserves the right, in addition to its other rights and remedies, to terminate this Purchase Order by written notice to Seller, and to purchase substitute items or services elsewhere and charge Seller with any additional costs incurred. Any provisions herein for delivery of articles or the rendering of services by installment shall not be construed as making the obligations of Seller severable.

Seller shall notify Buyer immediately of any events which will delay Seller's performance of this Purchase Order.

If this Purchase Order refers to any third party contract, plans and/or specifications, any delay in delivery by Seller which subjects Buyer to damages for delay to such third party, or the U.S. government, shall be the obligation of Seller (including liquidated damage amounts if provided).

Seller shall immediately notify Buyer of any delivery problems. Earlier deliveries are acceptable, however payment terms will be considered from the delivery date as specified on this Purchase Order.

Seller performance is measured by Buyer via performance metrics. The measurements are On-Time-Delivery (OTD) and Supplier Quality (SQ). OTD is calculated based on the receipt date of product compared to this Purchase Order due date. SQ is calculated by dividing the quantities received by the quantities rejected. Seller with OTD and SQ values of concern may be contacted by Buyer.

20. Termination

The performance of work under this Purchase Order may be terminated by Buyer in whole or in part by written or telegraphic notice, or verbal notice confirmed in writing. After receipt of notice of termination Seller shall stop all work and terminate all orders. If termination is occasioned by Seller's breach of any condition herein, Buyer shall have against Seller all remedies provided by law and equity and Buyer may procure the items in default from any available source and Seller is liable for all costs above the amount of the original order.

If this Purchase Order is terminated for the convenience of Buyer, or Buyer's customer, then, within ten (10) days following Seller's receipt of said termination notice, or such longer time as allowed by the Buyer, Seller shall be entitled to submit a claim for equitable adjustment, which claim shall document the basis for Seller's claim. Failure of the parties to agree to an adjustment shall be considered a dispute under the "Disputes" clause of these terms and conditions, and shall be addressed in accordance therewith. Buyer shall be obliged to pay only for Work performed or supplies received prior to the termination date.

21. Damages

Seller agrees to indemnify Buyer for any damages assessed by Buyer, Buyer's customer and which are attributable to Seller's failure to comply with all terms and conditions of this Purchase Order.

22. Remedies

The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity. No waiver of a breach of any provision of this Purchase Order shall constitute a waiver of any other breach, or of such provision.

23. Disputes

Disputes arising out of, or relating to, the performance of this Purchase Order or letter contract shall be resolved at the lowest practicable level. If a dispute arises, the designated representatives of Buyer and Seller will attempt to resolve the dispute. If Buyer's and Seller's representatives cannot resolve the dispute, they will refer the matter in dispute to the appropriate level of their respective managements. If Buyer and Seller cannot then resolve the dispute, each party reserves all its rights and remedies available at law.

Pending the resolution of any dispute, Seller shall proceed diligently with the performance of this Purchase Order according to Buyer's instructions so long as Buyer continues to pay amounts not in dispute.

24. Effect of Invalidity

The invalidity, in whole or in part, of any condition of this Purchase Order shall not affect the validity or other conditions.

25. Pricing

If this Purchase Order is not priced, it shall NOT be filled at prices higher than those last quoted or charged to Buyer, unless such increased prices are authorized with revision of this Purchase Order prior to shipment and invoicing. Failure to do so will result in pricing reflected in this Purchase Order which will be honored by Seller. Buyer shall not be billed at prices higher than stated on this Purchase Order unless authorized in writing and signed by Buyer.

26. Insurance

Prior to the commencement of Work under this Purchase Order, Seller shall secure, at no expense to Buyer, policies of insurance as detailed below, and shall maintain such policies through completion of performance under this Purchase Order, and closure of liabilities hereunder, and/or as specifically otherwise required herein:

1. Commercial General Liability Insurance, written on an insurance industry standard occurrence form, including all typical coverage known as: premises/operations liability; products/completed operations; personal injury; contractual liability; independent contractor's liability; and, fire damage legal liability.
 - a. The cost of any claim payments falling within the deductible shall be the responsibility of Seller.
 - b. Such policy(ies) must provide the following minimum limit(s), or meet such via umbrella insurance policy(ies):
 - i. Bodily injury and property damage: \$2,000,000 each occurrence; and
 - ii. Products or completed operations: \$2,000,000 each occurrence.
 - c. In the event watercraft is to be used in the performance of this Purchase Order, the Commercial General Liability Policy shall be endorsed or a policy of Protection and Indemnity shall be provided with the same minimum limits of liability as required under the Commercial General Liability Policy. In addition, Seller shall secure and maintain Jones Act coverage for masters and crews of the subject watercraft.
2. Business Automobile Liability Insurance, including coverage for owned, non-owned, leased or hired vehicles (if used on Buyer's property) written on an insurance industry standard form. Such policy(ies) must provide the following minimum limit:
 - a. Bodily Injury and Property Damage: \$1,000,000 each accident.
3. Workers' Compensation Insurance, must meet the statutory obligation imposed by Workers' Compensation Law in the state in which the Work under this Purchase Order is to be performed.
 - a. When any Work to be done wholly or in part by Seller or Seller's subcontractor is part of the process of Buyer's business (same type of task performed by Buyer's employee) and is to be performed in, on, or about premises under Buyer's control in the State of California or Nevada, the Seller or subcontractor will include an endorsement to its Workers' Compensation Policy including Buyer as an alternate for claims where primary liability is determined under the State of California Workers' Compensation Statute.
 - b. Seller's Worker's Compensation Policy must include a written approval by the insurer to waive its right of subrogation (and this approval must be shown on the Certificate of Insurance provided to Buyer prior to beginning any work on Buyer's premises).
 - c. If any Work under the Order involves Work to directly support the construction or repairs of any vessels, or involves manual work on any facility within the shipyard or like property, or is on or adjacent to navigable water, the Worker's Compensation Policy must be endorsed to include Federal Longshore Coverage.
4. Employer's Liability Insurance, providing minimum limits of \$1,000,000 per occurrence.
5. Professional Liability Insurance, such that is appropriate to Seller's operations. Coverage should be for a professional error, act or omission arising out of the scope of services required by this agreement. Such policy(ies) must provide the limit of \$2,000,000 per claim.

If Seller is qualified as a self-insurer in accordance with the State of California requirements, Seller shall so certify by letter signed by a corporate officer indicating that it is a qualified self-insured, and setting forth the limits of any policy of excess insurance covering its employees.

Flow-down Requirement: Seller shall require its subcontractors to secure and maintain the same forms and minimum limits of insurance required of Seller, as applicable to their performance under their Lower-tier Subcontract, and shall indemnify Buyer to the extent the required insurance would have covered a loss in the event Seller's subcontractor(s) fails to obtain/maintain the required insurance.

If any of the required insurance policies is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this Purchase Order. Such policy(ies) shall state that coverage is claims made, and state the retroactive date. Claims made form coverage shall be maintained by Seller following Purchase Order completion and closure of liabilities thereunder for a minimum of three (3) years, except for professional liability which shall be for seven (7) years. The Seller shall provide Buyer with annual proof of renewals of such coverage upon Buyer request. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, Seller shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to Buyer assuring financial responsibility for liability for services performed.

All insurance shall be endorsed to include Buyer, its officers, and employees, as additional insured, and shall not be reduced below the required minimum limits, canceled, or substituted without thirty (30) days prior written notice to the Buyer. In addition, Seller's insurance shall be primary as respects to Buyer's, and any insurance maintained by Buyer shall be excess and not contributing insurance with the Seller's insurance.

Evidence of Insurance: Seller shall furnish evidence of the required insurance coverages at least three (3) days prior to the start of any Work where possible, and in any event prior to the start of Work and prior to arriving for performance of Work on Buyer's owned/controlled sites or facilities. Evidence shall be electronically delivered to Buyer of record on this Purchase Order.

1. Evidence shall be in the form of a Certificate of Insurance signed by an authorized representative of the insurance company. The Certificate of Insurance must state that Buyer is named as the certificate holder and an additional insured and Seller's insurance will provide primary coverage. The certificate must also show that a waiver of subrogation has been endorsed by Seller's Workers' Compensation Policy.
2. Failure of Seller and its subcontractors to have evidence of insurance on file with Buyer prior to arrival at Buyer's premises for performance of Work hereunder will result in denied access to Buyer's premises, and such shall not relieve Seller of its obligations hereunder, impose any liability on Buyer, or result in any equitable adjustment to cost/price or schedule.

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Self-insurance: Should Seller be self-insured, for any or all of the insurance requirements, a letter from the corporate risk manager, or appropriate finance office shall be submitted to Buyer. The letter shall stipulate self-insurance is actuarially funded and include fund limits; plus, any excess declaration pages necessary to meet this Purchase Order requirements. The letter should also advise how Seller would protect and defend Buyer as an additional insured in its self-insured layer, and include claims handling directions in the event of a claim. Upon satisfactory review by Buyer, Seller's letter shall be accepted as evidence of insurance. Subcontractors: Seller shall include all subcontractors as insureds under its policies or shall require its subcontractors to obtain and maintain the same insurances as are required hereunder, with the same minimum limits, as applicable. Seller shall review and maintain Certificate of Insurance records for all its subcontractors to ensure the minimum coverage requirements of the Buyer are met as stated herein and are applicable to their profession.

27. Patent Indemnity

Except to the extent this Purchase Order is a subcontract under a prime contract incorporating FAR 52.227-1, "Authorization and Consent" (where patent liability is accepted by the U.S. government), Seller agrees to defend at Seller's own expense, all suits, actions or proceedings in which Buyer, its successors, assignees, users, distributors or dealers are made defendants for actual or alleged infringement of any U.S. or foreign letter patents or trademarks resulting from the manufacture, use or disposition of any of the items purchased hereunder. Seller agrees to indemnify each and all of said persons against loss, damage, or liability, including costs and expenses, which may be incurred on account of any suit, claim, judgment or demand involving said actual or alleged infringement.

28. Intellectual Property

If this Purchase Order calls or provides for payment of any design, research or development work, Buyer shall be granted a non-exclusive, royalty-free license to manufacture, use and sell any patent, patent application, invention, improvement or discovery (whether or not patentable) conceived or first actually reduced to practice, either in the performance of the work called for by this Purchase Order or in the performance of any work relating to the subject matter of this Purchase Order.

29. Information of Buyer

Information provided by Buyer to Seller remains the property of Buyer. Seller shall comply with the terms of any non-disclosure and non-use agreement between Buyer and Seller and with all proprietary information markings and restrictive legends applied by Buyer to anything provided to Seller under this Purchase Order. In the absence of a non-disclosure agreement between the parties, Seller shall not use any information of Buyer or Buyer's customer whether relating to this Purchase Order, and Work performed or Supplies delivered hereunder, or to the business and affairs of the Buyer or Buyer's customer, for any purpose except to perform this Purchase Order. Seller shall not disclose such information to third parties without the prior written consent of Buyer, which such consent may be withheld by Buyer in its sole discretion.

30. Assignment

No assignment of this Purchase Order by Seller shall be made without the expressed written approval of Buyer.

31. Release of Information

Release or publication of any information or data relating to material covered by this Purchase Order is not permitted unless prior authorization in writing for release or publication has been obtained from Buyer.

32. DPAS Priority Rating

When a DPAS Priority Rating is invoked, the material is certified for National Defense use under DPAS Regulation 1. Seller is required to follow all the provisions of the Defense Priorities and Allocations System regulations (15 CFR 700). The U.S. Department of Commerce, may render assistance in obtaining controlled materials and other products and materials needed to fill the order.

33. Compliance with Laws

In accepting this Purchase Order, Seller represents that it has and will continue, during the performance of this Purchase Order, to comply with the provisions of all U.S. federal, state and local laws and regulations.

34. Force Majeure

Neither party hereto shall be liable to the other for default or delay in performing its obligations hereunder if caused by fire, riot, war, Act of God and/or similar or different occurrence beyond the reasonable control and without the fault or negligence of the party so defaulting or delaying.

35. Invoices

One invoice, in duplicate, shall be submitted for each delivery, with the packing slip number indicated thereon.

If there are tariffs, duties or other similar applicable Federal or State import charges that are the responsibility of Buyer, a second invoice separately itemizing the fees will be generated by Seller.

All invoices are subject to review by U.S. government auditors.

Shipments sent C.O.D. without Buyer's written consent will not be accepted and will be at Seller's risk.

Seller will issue credit invoices for returned merchandise, materials and / or equipment that is rejected at acceptance, or rejected under warranty.

36. Discount Period

It shall be understood that any cash discount period will date from the RECEIPT of the INVOICE or the date the material is received, whichever is later, and not from the date of the invoice.

37. Vendor EEO Compliance

Written certifications, may be required and must be executed and returned to Buyer's Purchasing Department if specified in, or attached to, this Purchase Order.

38. Small Business Certifications

Small Business Administration certifications required for compliance with prime contract are enclosed where applicable.

39. Export Control

1. Seller agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation ("ITAR"), 22 D.F.R. part 120 et seq; and the Export Administration Act, 50 U.S.C. 2401-2420, including the Export Administration Regulations ("EAR"), 15 CFR part 730-774, including, the requirement for obtaining any export license or agreement, if applicable.

Without limiting the foregoing, Seller agrees it will not transfer any export controlled item, data or services, to include transfer to foreign persons employed by or associated with, or under contract to Seller or Seller's lower-tier subcontractors or suppliers, without the authority of an export license, agreement, or applicable exemption or exception.

2. Seller agrees to notify Buyer if any deliverable under this Purchase Order is restricted by export control laws or regulations.
3. Seller shall immediately notify Buyer if Seller is, or becomes, listed in any Denied Persons List issued by the United States Bureau of Security and Industry ("BIS") (or any successor agency), Specially Designated Nationals List issues by the Office of Foreign Assets Control (or any successor agency) or from time to time of if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. government entity or agency.
4. If Seller is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Seller represents and warrants that: (i) it is registered with the Office of Defense Trade Controls ("DDTC"), as required by the ITAR, and (ii) it maintains an effective export/import compliance program in accordance with ITAR.
5. Where Seller is a signatory under a Buyer export license or export agreement, Seller shall provide prompt notification to Buyer in the event of changed circumstances, including, but not limited to, ineligibility, a violation or potential violation of the ITAR, and the initiation of existence of the U.S. government investigation, that could affect Seller's performance under this Purchase Order.

40. Governing Law

This Purchase Order shall be governed by the laws of the State of California, except that any provision of this Purchase Order that is (i) incorporated in full text or by reference from the Federal Acquisition Regulation ("FAR"), or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR, or (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of U.S. government contracts as enunciated and applied by federal judicial bodies, Boards of Contract Appeals, and quasi-judicial agencies of the U.S. federal government.

41. Government Contracts

If this Purchase Order is related to a U.S. government contract, Seller shall be deemed to have specifically agreed to abide by all applicable laws, rules, and regulations affecting this transaction, together with any requirements or conditions of the U.S. government contract itself relating to the items or services covered by said Purchase Order. Seller agrees to provide Buyer necessary Quality Control and Certification of Materials documents at no extra cost to Buyer if and when required by any said U.S. government contract. A copy of applicable portions of said U.S. government contract will be made available for Seller's inspection upon request.

42. Substitutions

No substitution of material, specification, size or any other attribute will be allowed except by amendment on this Purchase Order with written approval by Buyer.

43. Counterfeit Parts Detection and Avoidance (NON-ELECTRONIC PARTS)

1. Seller shall not furnish Counterfeit Goods to Buyer, defined as Goods or separately-identifiable items or components of Goods that:
 - a. are an unauthorized copy or substitute of an Original Equipment Manufacturer or Original Component Manufacturer (collectively, "OEM") item;
 - b. are not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture;
 - c. do not contain proper external or internal materials or components required by the OEM or are not constructed in accordance with OEM design;
 - d. have been reworked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OEM design but not disclosed as such or are represented as OEM authentic or new; or
 - e. have not passed successfully all OEM required testing, verification, screening, and quality control processes.

Notwithstanding the foregoing, Goods or items that contain modifications, repairs, re-work, or re-marking as a result of Seller's or its subcontractor's design authority, material review procedures, quality control processes or parts management plans, and that have not been misrepresented or mislabeled without legal right to do so, shall not be deemed Counterfeit Goods. Counterfeit Goods shall be deemed nonconforming to this Purchase Order.

2. Seller shall implement an appropriate strategy to ensure that Goods furnished to Buyer under this Purchase Order are not Counterfeit Goods. Seller's strategy shall include, but is not limited to, the direct procurement of items from OEMs or authorized suppliers, conducting approved testing or inspection to ensure the authenticity of items, and, when items are to be procured from non-authorized suppliers, obtaining from such non-authorized suppliers appropriate CoFC that provide one or more of the following: (i) the OEM's original CoFC for the item; (ii) sufficient records providing unbroken supply chain traceability to the OEM; or (iii) test and inspection records demonstrating the item's authenticity.
3. If Seller becomes aware or suspects that it has furnished Counterfeit Goods to Buyer under this Purchase Order, Seller promptly, but in no case later than thirty (30) days from discovery, shall notify Buyer and replace, at Seller's expense, such Counterfeit Goods with OEM or Buyer-approved Goods that conform to the requirements of this Purchase Order. For confirmed Counterfeit Goods, GIDEP notification shall also be made no later than sixty (60) days after discovery. Seller shall be liable for all costs related to the replacement of Counterfeit Goods and any testing or validation necessitated by the installation of authentic Goods after Counterfeit Goods have been replaced.
4. Seller bears responsibility for procuring authentic Goods or items from its subcontractors and shall ensure that all such subcontractors comply with the requirements of this Article.

44. Counterfeit Parts Detection and Avoidance (ELECTRONIC PARTS)

Definitions: Incorporated by reference from 48 CFR § 252.246-7007 and 48 CFR § 252.246-7008.

- a. Seller shall procure/purchase electronic parts that are in production by the original manufacturer or an authorized aftermarket manufacturer or currently available in stock from:

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1. The original manufacturers of the parts;
2. Their authorized suppliers; or
3. Seller that obtain such parts exclusively from the original manufacturers of the parts or their authorized suppliers;

b. If Seller is unable to procure electronic parts, supplier shall notify Buyer immediately and provide a procurement plan for such items showing compliance with the following requirements from 48 CFR § 252.246-7007 and 48 CFR § 252.246-7008:

1. If electronic parts are not available as provided in 44.0 (a) referenced above under then Seller shall obtain electronic parts that are not in production by the original manufacturer or an authorized aftermarket manufacturer, and that are not currently available in stock from a source listed in 4.0 (a) referenced above, from suppliers identified by Seller as Seller-approved suppliers, provided that:
 - a. For identifying and approving such Seller-approved suppliers, Seller uses established counterfeit prevention industry standards and processes (including inspection, testing, and authentication), such as the DoD-adopted standards at <https://assist.dla.mil>;
 - b. Seller assumes responsibility for the authenticity of parts provided by such Seller-approved suppliers; and
 - c. Seller's selection of such Seller-approved suppliers is subject to review, audit, and approval by the U.S. government, generally in conjunction with a contractor purchasing system review or other surveillance of purchasing practices by the contract administration office, or if the U.S. government obtains credible evidence that a Seller-approved supplier has provided counterfeit parts, Seller may proceed with the acquisition of electronic parts from a Seller-approved supplier unless otherwise notified by DoD; or
2. If Seller obtains an electronic part from:
 - a. A source other than any of the sources identified in 44.0 (a) or 44.0 (b) referenced above.
 - b. A subcontractor (other than the original manufacturer) that refuses to accept flowdown of this clause; or
 - c. Cannot confirm that an electronic part is new or previously unused and that it has not been comingled in supplier new production or stock with used, refurbished, reclaimed, or returned parts.
 - d. Ensure Traceability. If Seller is not the original manufacturer of, or authorized supplier for, an electronic part, the Seller shall:
 - a. Have risk-based processes (taking into consideration the consequences of failure of an electronic part) that enable tracking of electronic parts from the original manufacturer to product acceptance by the U.S. government, whether the electronic part is supplied as a discrete electronic part or is contained in an assembly;
 - b. If Seller cannot establish this traceability from the original manufacturer for a specific electronic part, be responsible for inspection, testing, and authentication, in accordance with existing applicable industry standards; and
 - c. Maintain documentation of traceability or the inspection, testing, and authentication required when traceability cannot be established in accordance with FAR subpart 4.7; and
 - d. Make such documentation available to Buyer, Buyer customers, and U.S. government upon request.
3. If any item is true from Section 44.b.2. above then:
 - a. Seller shall promptly notify Buyer's contracts department at contracts@rixindustries.com and Buyer's representative in writing.
 - b. If such notification is required for an electronic part to be used in a designated lot of assemblies to be acquired under a single contract, Seller may submit one notification for the lot, providing identification of the assemblies containing the parts (e.g., serial numbers);
 - c. Be responsible for inspection, testing, and authentication, in accordance with existing applicable industry standards; and
 - d. Make documentation of inspection, testing, and authentication of such electronic parts available to the U.S. government upon request.
- c. The contents of this clause shall be flowed-down to all suppliers that Electronic Parts in accordance with the 48 CFR § 252.246-7007 and 48 CFR § 252.246-7008.

45. Change Control

Seller is responsible for controlling changes and notifying Buyer immediately of all changes to approved part design, manufacturing process, or site in writing. This is applicable to all levels of sub-tiers.

46. Record Retention

Seller shall retain verifiable objective evidence of build, inspection & test records, special process certifications, raw material certifications and certificates of conformance for a minimum of ten (10) years from date of shipment, unless a time period is otherwise specified on this Purchase Order as directed by Buyer. The data shall be made available to Buyer upon request. The Seller will not destroy records associated with any purchase order issued by Buyer without thirty (30) day prior written notice.

47. Nonconforming Product

Seller shall assure that product that does not conform to specified requirements is not shipped to Buyer unless written authorization is obtained by authorized Buyer representative. This includes but not limited to waivers, NCR, PO changes, etc. This is applicable to all levels of sub-tiers in the supply chain.

48. Prohibited Sources

Seller and/or sub-tier suppliers are prohibited from using any source listed on the U.S. government Excluded Parties List System (EPLS) (ref. <https://www.epls.gov/>) in the production of products to be delivered to Buyer.

49. Responsibility for Conformance

Acceptance of product shall not be used as evidence of effective control of quality by the Seller, and shall not absolve Seller of responsibility for acceptable products or preclude subsequent rejection by Buyer or Buyer's customers.

50. Report of Escape(Notice of Escape)

Seller upon discovery of a shipment/delivery of nonconforming product must provide a notice of disclosure to Buyer within 24 hours of discovery.

51. Supplier Control(Flow Down)

Seller, including distributors, are responsible for ensuring that the applicable requirements of Buyer Purchase Order and Purchase Order Terms and Conditions are imposed on all levels of sub-tier procurements for raw material, components or process services being used in the manufacture of products or services being provided.

52. Product Safety

Seller shall provide Buyer with safe products that meet or exceed expectations for quality and safety, designed to comply with all statutory and voluntary standards and regulations. Product safety should be incorporated into the product processes and everyday work with a commitment to the continuous improvement of product safety.

53. Awareness

Seller shall make all employees aware of all Buyer Purchase Order Terms and Conditions, including but not limited to:

- Contribution to product or service conformity
- Contribution to product safety
- Importance of ethical behavior

54. FAR/DFAR Flow Down Clauses

If this Purchase Order shows on its face that it is placed in support of a U.S. Government funded prime contract or subcontract, or if Buyer otherwise notifies Seller that this Purchase Order is placed under a U.S. Government prime contract or subcontract, the following clauses of the Federal Acquisition Regulations (FAR), and the Department of Defense Federal Acquisition Regulation Supplement (DFARS) apply and are incorporated herein by reference to the extent they are incorporated into Buyer's Prime or Subcontract with the same force and effect as if set forth below in full text. These clauses apply to all firm-fixed price (FP), cost reimbursable (CR), and time & material/labor hour (T/M/LH) Purchase Orders, as appropriate.

Full text versions of these clauses can be made available upon Seller's request to Buyer's authorized representative. Additionally, full text versions of these clauses are available from the U.S. Government in searchable form on the World Wide Web (WWW) portion of the Internet. The sites to be contacted are: (1) For the FAR-<http://www.acquisition.gov/comp/far/index.html>; and (2) For the DFARS- <http://www.acq.osd.mil/dpap/dars/dfars/index.htm>.

Except as noted below, or where the clause clearly reserves authority to the Government, the following changes to the FAR and DFARS clauses are made for incorporation of these clauses into this Order:

"Contractor" or "prime contractor" shall mean "Seller."

"Government" shall mean "Buyer."

"Contracting Officer" shall mean "Buyer's Purchasing Representative."

"Contract" or "Schedule" shall mean this "Order."

Seller agrees to flow-down, as required, applicable FAR and DFARS clauses to its lower-tier suppliers. Seller further agrees that all notifications and other communications required by these clauses shall be made through the Buyer's Purchasing Representative, unless this Purchase Order specifically provides otherwise.

DFARS/FAR Clause	Applicable Threshold	DFARS/FAR Clause Title	Applicable Revision
252.203-7001	First tier subcontracts greater > SAT, \$250,000, except commercial items or components	Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies Applies less paragraph (g) if this order exceeds the Simplified Acquisition Threshold (\$250,000), or SAT*, except those for commercial items or components.) * Simplified Acquisition Threshold (SAT) means the dollar amount set by the Federal Acquisition Regulation at 48 CFR subpart 2.1, which is adjusted periodically for inflation in accordance with 41 U.S.C. 1908.	JAN 2023
252.203-7002	All	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7003	All	Agency Office of the Inspector General	AUG 2019
252.203-7004	All	Display of Fraud Hotline Posters	JAN 2023
252.204-7000	All	Disclosure of Information	OCT 2016
252.204-7004	All	Antiterrorism Awareness Training for Contractors	JAN 2023
252.204-7009	All (per note right)	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (When supporting Government's activities related to safeguarding covered defense information and cyber incident reporting)	JAN 2023
252.204-7012	All	Safeguarding Covered Defense Information and Cyber Incident Reporting Excludes commercial available – off – the - shelf (COTS) items.	MAY 2024
252.204-7015	All	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2025
252.204-7018	All	Prohibition on the Acquisition of Covered Defense	JAN 2023



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DFARS/FAR Clause	Applicable Threshold	DFARS/FAR Clause Title	Applicable Revision
		Telecommunications Equipment or Services	
252.204-7020	All	NIST SP 800-171DoD Assessment Requirements	NOV 2023
252.211-7003	All (see note to right)	Item Unique Identification and Valuation If the Contractor acquires by subcontract any item(s) for which item unique identification is required	JAN 2023
252.215-7010	All in which any of the clauses at FAR 52.215-11; 52.215-12; or 52.215-13 are invoked and apply (see note to right)	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data Greater than \$2,000,000 and no competitive bids, no commercial product / service exception or prices set by law or regulation.	MAY 2024
252.222-7006	Greater > \$1,000,000	Restrictions on the Use of Mandatory Arbitration Agreements	JAN 2023
252.223-7008	All	Prohibition of Hexavalent Chromium	JAN 2023
252.225-7001	All	Buy America Act and Balance of Payments Program	FEB 2024
252.225-7002	All	Qualifying Country Sources as Subcontractors	JAN 2025
252.225-7004	Greater >\$750,000	Report of Intended Performance Outside the United States and Canada – Submission After Award To facilitate Buyer's reporting requirements under this clause, Seller agrees to promptly notify the RIX Buyer in writing if any part of this subcontract to the Seller will be performed outside the United States and Canada that – (1) exceeds USD \$750,000 in value; and (2) could be performed inside the United States or Canada.	JUL 2024
252.225-7007	All	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	DEC 2018
252.225-7008	All	Restriction on Acquisition of Specialty Metals	MAR 2013
252.225-7009	All containing specialty metals	Restriction on Acquisition of Certain Articles Containing Specialty Metals	JAN 2023
252.225-7012	All containing specialty metals	Preference for Certain Domestic Commodities	APR 2022
252.225-7013	All	Duty-Free Entry – (When a shipment is eligible for duty-free entry under this clause, SELLER is to request in writing duty-free entry eligibility via BUYER and to request that BUYER provide the information required by the clause to allow SELLER to comply. BUYER will, upon approval to disclose, provide SELLER with the information required. Special marking, labeling, and packaging apply. Further flow down may be required. In addition, when this clause applies, SELLER is to include the BUYER's prime contract number on all shipping documents submitted to U.S. Customs for which duty-free entry is being claimed pursuant to this clause.)	NOV 2023
252.225-7015	All	Restriction on Acquisition of Hand or Measuring Tools	JUN 2005

DFARS/FAR Clause	Applicable Threshold	DFARS/FAR Clause Title	Applicable Revision
252.225-7016	Non Commercial products with ball bearings	Restriction on Acquisition of Ball and Roller Bearings Applies at every tier unless items acquired are: (1) Commercial items; or (2) Items that do not contain ball or roller bearings.	JAN 2023
252.225-7030	All	Restrictions on Acquisition of Carbon, Alloy, and Armor Steel Plate	JAN 2025
252.225-7025	All	Restriction of Acquisition of Forgings Applies if this subcontract is for forging items or for other items that contain forging items.	DEC 2009
252.225-7031	All	Secondary Arab Boycott of Israel	JUN 2005
252.225-7033	Any U.K. purchase greater >\$1 million	Waiver of United Kingdom (U.K.) Levies	APR 2003
252.225-7036	All	Buy American – Free Trade Agreements – Balance of Payments Program	FEB 2024
252.225-7048		EXPORT-CONTROLLED ITEMS	JUN 2013
252.225-7052	All	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten	MAY 2024
252.225-7056	All	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.225-7058	Greater > \$5,000,000	Post award Disclosure of Employment of Individuals Who Work in the People's Republic of China	JAN 2023
252.225-7060	All	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region	JUNE 2023
252.226-7001	Greater > \$500K	Utilization of Indian Organizations and Indian-Owned Economic Enterprises - DoD Contracts Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	JAN 2023
252.227-7013	All	Rights in Technical Data - Noncommercial Items	JAN 2025
252.227-7013 Alt II	All	Rights in Technical Data – Noncommercial Items	JAN 2025
252.227-7014	All	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JAN 2025
252.227-7015 Alt I	All	Technical Data – Commercial Items	JAN 2025
252.227-7016	All	Rights in Bid or Proposal Information ("BUYER to include its parent, subsidiaries, and affiliates" is substituted for "Government.")	JAN 2023
252.227-7017	All	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2025
252.227-7019	All (see note to right)	Validation of Asserted Restrictions – Computer Software Contracts furnishing computer software	JAN 2025
252.227-7020	All	Rights in Special Works	JUN 1995
252.227-7025	All	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JAN 2025
252.227-7026	All	Deferred Delivery of Technical Data or Computer Software	APR 1988
252.227-7027	All	Deferred Ordering of Technical Data or Computer Software	APR 1988
252.227-7030	All	Technical Data - Withholding of Payment	MAR 2000
252.227-7037	All	Validation of Restrictive Markings on Technical Data Applies in this subcontract and in all contracts, purchase orders, and other similar instruments with subcontractors	JAN 2025



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DFARS/FAR Clause	Applicable Threshold	DFARS/FAR Clause Title	Applicable Revision
		or suppliers at any tier requiring the delivery of technical data.	
252.227-7038	All subcontracts for E, D, or R to other than small businesses or nonprofits.	Patent Rights – Ownership by the Contractor (Large Business) Applies to all subcontracts for Experimental, Developmental, or Research (EDR) work to other than small businesses or nonprofits unless a different patent rights clause is required by FAR 27.303. FAR 52.227-11 applies in lieu of this DFARS clause in all subcontracts for E, D, or R to be performed by a small business concern or a nonprofit organization. All references to "Government" shall remain and the subcontractor (SELLER) shall have all the rights and obligations provided to the Contractor in the clause.	JUN 2012
252.228-7001	All	Ground and Flight Risk	JAN 2025
252.228-7005	All	Mishap Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	JAN 2025
252.231-7000	All	Supplemental Cost Principles	DEC 1991
252.235-7003	All (see note to right)	Frequency Authorization Subcontracts involving a device for which a radio frequency authorization is required	MAR 2014
252.239-7000	All	Protection Against Compromising Emanations	JAN 2025
252.239-7018		Supply Chain Risk For supplies or services for information technology.	DEC 2022
252.243-7001	All	Pricing of Contract Modifications	DEC 1991
252.243-7002	REAs Greater > S.A.T., \$250,000	Requests for Equitable Adjustments (REA) (Modified as necessary to reflect the relationship of the parties.)	DEC 2022
252.244-7000	All	Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (When this clause applies to a subcontract, flow down of additional clauses will be required.)	NOV 2023
252.246-7001	All	Warranty of Data	MAR 2014
252.246-7003	All	Notification of Potential Safety Issues	JAN 2023
252.246-7007	All (see notes to right)	Contractor Counterfeit Electronic Part Detection and Avoidance System For purchase of electronic parts. Consisting of the substance of this clause, excluding the introductory text and including only paragraphs (a) through (e), in subcontracts, including subcontracts for commercial products, for electronic parts or assemblies containing electronic parts.	JAN 2023
252.246-7008	All (see notes to right)	Sources of Electronic Parts For purchase of electronic parts	JAN 2023
252.247-7023	Greater > S.A.T. \$250,000	Transportation of Supplies by Sea	OCT 2024
252.249-7002	Greater > \$150,000	Notification of Anticipated Contract Termination or Reduction Major defense program.	DEC 2022
252.251-7000	All	Ordering From Government Supply Sources	AUG 2012
52.203-6	Greater than S.A.T. of \$250,000	Restrictions on Subcontractor Sales to the Government Greater than Simplified Acquisition Threshold (S.A.T.) of \$250,000	JUN 2020

DFARS/FAR Clause	Applicable Threshold	DFARS/FAR Clause Title	Applicable Revision
52.203-7	Greater > \$150K	Anti-Kickback Procedures (Modified) Applies, less paragraph (c)(1), if this order exceeds \$150,000, suitably modified to reflect the relationship of the Parties. Further flow down is required. SELLER agrees to indemnify and hold BUYER harmless to the full extent of any loss, damage, or expense (including reasonable attorney's fees), including but not limited to, any amount withheld from the BUYER's prime contract resulting from a violation or alleged violation of this clause or any law or regulation by SELLER or its subcontractors at any tier.	JUN 2020
52.203-8	Greater > S.A.T. of \$250,000	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Greater SAT of \$250,000	Price or Fee Adjustment for Illegal or Improper Activity Applies to other than those for commercial products or commercial services	MAY 2014
52.203-11	Greater > \$150,000	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2024
52.203-12	Greater > \$150,000K	Limitation on Payments to Influence Certain Federal Transactions SELLER agrees: (1) to submit a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, and (2) if required, to make all required disclosures accordingly to BUYER's Contracting Officer via BUYER. SELLER's and lower-tier subcontractor's disclosure forms shall be forwarded from tier to tier until received by RIX for forwarding to the Contracting Officer. SELLER agrees to include the substance of this clause in any subcontract exceeding \$150,000.	JUN 2020
52.203-13	Greater > \$6,000,000 and > 120 days Period of Performance	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-14	Greater > \$6,000,000	Display of Hotline Poster(s)	NOV 2021
52.203-17	All	Contractor Employee Whistleblower Rights	NOV 2023
52.203-18	All	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	JAN 2017
52.203-19	All	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	All	Security Requirements (Modified) (Applies to this order and to all lower-tier subcontracts that involve access to classified information. All references to the "Changes" clause are excluded. "Government" in paragraph (c) does not change to "BUYER".)	MAR 2021
52.204-9	All	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	All (See notes to right)	Reporting Executive Compensation and First-Tier Subcontract Awards > \$30,000 AND subcontractor has 80% annual gross revenues from Federal Contract AND > \$25 million in annual gross revenues from Federal Government, UNLESS public traded SEC reports.	JUN 2020
52.204-21	All	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	All	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities	DEC 2023
52.204-25	All	Prohibition on Contracting for Certain Telecommunications and	AUG 2025



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DFARS/FAR Clause	Applicable Threshold	DFARS/FAR Clause Title	Applicable Revision
		Video Surveillance Services or Equipment.	
52.204-27	All	Prohibition on a ByteDance Covered Application	JUN 2023
52.209-6	Greater than \$35,000	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Modified) Delete "in excess of \$35,000" in para. (b) and replace it with "of any amount" and add to the end of the sentence "without requesting and obtaining prior written approval of the BUYER and, when required, the Government via the BUYER". Revise paragraph (c) in its entirety to read as follows: "The SELLER shall disclose to the BUYER, in writing, whether as of the time of award of this subcontract, the SELLER, or any of its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government." In paragraph (d), add the following wording at the beginning of the first sentence: "If the SELLER intends to request the BUYER's approval to subcontract with a subcontractor that is debarred, suspended, or proposed for debarment, ..." and replace "Contracting Officer" with "BUYER". All exceptions to this clause as modified require prior RIX and Government approval.) Refer also to the clauses in these terms and conditions entitled, "Representations and Certifications" and "Subcontracting and Subcontracting Restrictions".	JAN 2025
52.211-5	All	Material Requirements	Aug 2000
52.211-15	All	Defense Priority and Allocation Requirements (Unless otherwise specified, the DPAS priority rating applicable for each item is identified at the P.O. line item level.)	APR 2008
52.215-2	> S.A.T. of \$250,000 and notes to right.	Audit & Records - Negotiation This clause applies if this order exceeds the S.A.T. and: (1) is a cost reimbursement, incentive, time-and-material, labor hour, or price re-determinable type or any combination of these; or (2) is an order for which cost or pricing data are required; or (3) is an order that requires the SELLER to furnish reports as discussed in paragraph (e) of this clause FAR 52.215-2. In paragraphs (b), (c), and (e), change "Contracting Officer" to "BUYER and the Contracting Officer". Further flow down may be required.	JUN 2020
52.215-10		Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Greater > \$2,000,000, the threshold for submission of cost or pricing data.	Price Reduction for Defective Cost or Pricing Data - Modifications	JUN 2020
52.215-12	Greater > \$2,000,000 the threshold for submission of cost or pricing data.	Subcontractor Certified Cost or Pricing Data When required by this clause, SELLER agrees that it will submit, and shall require its subcontractors to submit, certified cost or pricing data in the form required by FAR Part 15.	JUN 2020
52.215-13	Greater > \$2,000,000 the threshold for submission of cost or pricing data.	Subcontractor Cost or Pricing Data - Modifications	JUN 2020

DFARS/FAR Clause	Applicable Threshold	DFARS/FAR Clause Title	Applicable Revision
52.215-14 & Alt. 1	Greater > SAT \$250,000	Integrity of Unit Prices. Excludes commercial services and products, plus petroleum products.	NOV 2021
52.215-15	All	Pension Adjustments & Asset Reversions (This clause applies to solicitations and orders meeting the applicability requirements of FAR 15.408(g). Further flow down is required.)	OCT 2010
52.215-16	All	Facilities Capital Cost of Money (Applies if Seller proposed this cost in its offer and if the criteria for allowability in FAR 31.205-10(b) are met.	JUN 2003
52.215-18	All	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (This clause applies to solicitations and orders meeting the applicability requirements of FAR 15.408(j). Further flow down is required.)	JUL 2005
52.215-19	Certified cost pricing data required or post award determinations per FAR 31.2	Notification of Ownership Changes	OCT 1997
52.215-21	Greater > the \$2,000,000 threshold for submission of cost or pricing data.	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications (This clause applies, unless an exception applies, if this order exceeds the applicable threshold for submission of cost or pricing data on the date of agreement on price or the date of award, whichever is later. However, if the SELLER is not granted an exception from the requirements to submit cost or pricing data, the SELLER shall submit cost or pricing data and supporting attachments in accordance with table 15-2 of FAR 15.408. In addition, as soon as practicable after agreement on price, but before award (except for unpriced actions), the SELLER shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.)	NOV 2021
52.215-23	Greater > SAT of \$250k	Limitations on Pass-Through Charges. (Further flow down may be required.)	JUN 2020
52.219-8	Greater > SAT of \$250k	Utilization of Small Business Concerns (Applies to all solicitations and orders that offer further subcontracting opportunities.)	JAN 2025
52.222-2	All	Payment for Overtime Premiums (Modified)	JUL 1990
52.222-19	All	Child Labor-Cooperation with Authorities and Remedies	JAN 2025
52.222-21	All	Prohibition of Segregated Facilities (Applies if this order is subject to the Equal Opportunity clause of this subcontract.)	SEP - 2023
52.222-26	All	Equal Opportunity SELLER shall include the terms and conditions of this clause in every lower-tier subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.)	SEP 2016
52.222-35	≥\$150K	Equal Opportunity for Veterans	Jun 2020
52.222-36	>\$15,000	Equal Opportunity For Workers With Disabilities	JUN 2020
52.222-37	>= \$15000K	Employment Reports on Veterans	JUN 2020
52.222-38	> SAT of \$250,000	Compliance with Veterans' Employment Reporting Requirements The acquisition is not for commercial products or commercial services	SEP 2010
52.222-40	>\$10,000 unless exempted	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010



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DFARS/FAR Clause	Applicable Threshold	DFARS/FAR Clause Title	Applicable Revision
52.222-50 52.222-54	All Work performed in USA and > \$3,500, less COTS services.	Combating Trafficking in Persons Employment Eligibility Verification	NOV 2021 JAN 2025
52.223-3	All	Hazardous Material Identification and Material Safety Data	FEB 2021
52.223-11	All	52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	MAY 2024
52.223-12	All	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners	MAY 2024
52.224-3	All	Privacy Training When handling of "personally identifiable information" and system of records.	JAN 2017
52.225-13	All	Restrictions on Certain Foreign Purchases (Further flow down is required.)	FEB 2021
52.227-1	Greater > S.A.T. \$250,000	Authorization and Consent When used in this clause, the word "Government" retains its original meaning as the "U.S. Government"; except in paragraph (a)(1) where the phrase "...accepted by the Government under this contract; ..." is changed to read "... accepted by the BUYER under this subcontract or by the Government under the prime contract: ...". (Further flow down required.)	JUN 2020
52.227-2	Greater > S.A.T. \$250,000	Notice and Assistance Regarding Patent and Copyright Infringement (Applies if this order is expected to exceed the S.A.T. Further flow down is required.)	JUN 2020
52.227-10	All	Filling of Patent Applications - Classified Subject Matter (Applies if this order covers or is likely to cover classified subject matter. (Further flow down is required.)	DEC 2007
52.227-11	Small businesses and nonprofit organizations only	Patent Rights - Ownership by the Contractor (Short Form) Applies if this subcontract/purchase order is for Experimental, Developmental, or Research (EDR) work to be performed by a small business concern or nonprofit organization. All references to "Government" shall remain and the subcontractor (SELLER) shall have all the rights and obligations provided to the Contractor in the clause. This clause does not apply for work in connection with the nuclear propulsion plant and its associated components and systems which are under the cognizance of NAVSEA 08. For such orders FAR 52.227-13, Patent Rights – Ownership by the Government, applies. Note: In lieu of FAR 52.227-11, DFARS 252.227-7038, Patent Rights – Ownership by the Contractor (Large Business), applies to all subcontracts for Experimental, Developmental, or Research (EDR) work to other than small business concerns or nonprofit organizations unless a different patent rights clause is required by FAR 27.303.	MAY 2014
52.227-14	All	Right in Data General If it is contemplated that data will be produced, furnished, or acquired under the contract (exceptions)	MAY 2014
52.227-19	All	Commercial Computer Software License Acquisition of commercial computer software	DEC 2007
52.230-2	Greater > \$700K based on CAS exemption.	Cost Accounting Standards Applies (less paragraph (b)), except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the	JUN 2020

DFARS/FAR Clause	Applicable Threshold	DFARS/FAR Clause Title	Applicable Revision
		subcontractor's award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation (FAR) shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of the lower CAS threshold specified in FAR 30.201-4(b) on the date of subcontract award, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1, unless exempted per 48 CFR 9903.201-1, to negotiated subcontracts over \$700,000 with large businesses. This clause does not apply if FAR 52.230-3; FAR 52.230-4; or FAR 52.230-5 applies. SELLER shall include the substance of this clause revision (less paragraph (b)) in all other negotiated subcontracts over \$700,000 of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if it has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data unless the negotiated subcontract is exempt per 48 CFR 9903.201-1. Subcontract awards subject to CAS require the same type of CAS coverage as would prime contracts awarded to the same business unit (9903.201-2(d)).	
52.230-3	Greater > \$2,000,000 million to \$50,000,000 million (Large businesses eligible for and electing to claim Modified CAS coverage.) (See additional notes to right)	Disclosure and Consistency of Cost Accounting Practices Applies except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that- (1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in section 30.201-4 of the Federal Acquisition Regulation (FAR) shall be inserted. (2) The requirement in this paragraph (d) shall apply only to negotiated subcontracts in excess of the lower CAS threshold specified in FAR 30.201-4 (b) on the date of subcontract award. (3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1. (less paragraph (b)), unless exempted per 48 CFR 9903.201-1, to negotiated subcontracts over \$700,000, but less than \$50 million, with large businesses if it certifies on its CAS Appendix A-9 submittal that it is eligible for and elects to use "Modified CAS coverage" (see 48 CFR 9903.201-2). Refer to the Purchase Order Standard Clauses for the applicable CAS clause. SELLER shall include the substance of this clause (less paragraph (b)) in all other negotiated subcontracts over \$700,000 of any tier unless the negotiated subcontract is exempt per 48 CFR 9903.201-2.	JUN 2020
52.230-4	> \$700,000 based on CAS	Disclosure and Consistency of Cost Accounting Practices- Foreign Concerns (Applies, less paragraph (b),	JUN 2020



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DFARS/FAR Clause	Applicable Threshold	DFARS/FAR Clause Title	Applicable Revision
	exemption. (Large businesses eligible for and electing to claim Modified CAS coverage.)	if this order (negotiated subcontract) exceeds U.S. the Truth in Negotiations Act (TINA) threshold (see FAR 15.403-4) (see Note 1 above) to foreign concerns (which does not include foreign governments or their agents or instrumentalities), unless exempted per 48 CFR 9903.201-1. Submit CAS Appendix A-9 to claim exemptions. When this clause applies, Seller must comply with the further flow down requirements contained in the clause and Seller must comply with those CAS specified in the clause. Refer to the Purchase Order Standard Clauses for the applicable CAS clause.)	
52.232-7	All	Payments Under Time-and-Materials and Labor-Hour Contracts Except sub – sections (h) and (i).	NOV 2021
52.232-17	Greater > S.A.T. \$250,000	Interest	MAY 2014
52.233-3 & Alt I	All & CR	Protest after Award	AUG 1996 & ALT. 1 JUN 1985
52.234-1	All	Industrial Resources Developed Under Defense Production Act Title III	SEP 2016
52.242-1	All CR, FPI, or Price Re-determinable	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Greater > \$2,000,000 the threshold for submission of cost or pricing data.	Penalties for Unallowable Costs	DEC 2022
52.242-15 & Alt I	All	Stop-Work Order and Stop Work Order – Alternate I	AUG 1989 & APR 1984
52.244-2	All	Subcontracts	JUN 2020
52.244-5	All	Competition in Subcontracting	AUG 2024
52.244-6	All	Subcontracts for Commercial Products and Commercial Services Subcontracts for Commercial Items	JAN 2025
52.245-1	All	Government Property	SEP 2021
52.245-9	All	Use and Charges	APR 2012
52.246-1	All	Contractor Inspection Requirements	APR 1984
52.246-16	All	Responsibility For Supplies	APR 1984
52.247-63	All	Preference For U.S. Flag Air Carriers	JAN 2025
52.248-1	Greater > the S.A.T. of \$250,000	Value Engineering (Deviation: (Add the following: "(n) this clause does not apply to any work under this contract in connection with the nuclear propulsion plant, its associated components and systems which are under the technical cognizance of NAVSEA 08.")	JUN 2020
52.252-2	All	Clauses Incorporated by Reference	FEB 1998
52.242-17	All Fixed Price (FP)	Government Delay of Work (Applies, suitably modified to reflect the relationship of the Parties, if the Government causes a delay at the prime contract level which impacts SELLER's performance of this purchase order.	APR 84
52.243-1	All	Changes-Fixed-Price	AUG 1987 & APR 1984 ALT 1
52.246-2	All	INSPECTION OF SUPPLIES - FIXED PRICE	AUG 1996
52.246-4	All	INSPECTION OF SERVICES - FIXED PRICE	AUG 1996
52.246-26	All	Reporting Nonconforming Items	AUG 2025
52.248-1	Greater > the S.A.T. of \$250,000	Value Engineering	AUG 2025

DFARS/FAR Clause	Applicable Threshold	DFARS/FAR Clause Title	Applicable Revision
52.249-2	All	Termination For Convenience of the Government or BUYER (Fixed Price) (Modified) This clause is incorporated herein by reference modified as shown below such that BUYER shall have the right to terminate this Purchase Order for convenience of either the Government or the BUYER. Revised to apply to all fixed-price orders.) • Revise the title to read "Termination for Convenience of the Government or BUYER (Fixed Price)" in lieu of "Termination for Convenience of the Government (Fixed-Price)"; and • Revise the language to reflect the relationship of the parties as described in language "Clauses/Provisions Incorporated by Reference"; and • In paragraph (a), revise "... if the Contracting Officer determines that a termination is in the Government's interest." to "... if the BUYER determines that a termination is in the BUYER's or Government's interest."; and • In paragraph (b)(8), revise "Government" to "BUYER or the Government"; and • In paragraph (c), "120 days" is changed to "60 days" and paragraph (e) is changed from "one year" to "six months"; and • Delete paragraph (j) in its entirety; and • In paragraph (n), "Government" is changed to "Government and the BUYER".	APR 2012
52.249-8	All	Default (Fixed-Price Supply and Service) (Modified)	APR 1984
52.216-7	All Cost reimbursement contracts (CR)	Allowable Cost and Payment Applies if this solicitation and/or order is/are contemplated to be a cost-reimbursement subcontract or a time-and-materials subcontract (other than a subcontract for a commercial item.). If this subcontract is a time-and-materials subcontract, the clause FAR 52.216-7 applies only to the portion of the subcontract that provides for reimbursement of materials (as defined in the clause) at actual cost.	AUG 2018
52.216-8	All CR	Fixed Fee (Modified) (This clause applies, less the final two sentences of paragraph (b), if this solicitation and/or order is contemplated to be a cost-plus-fixed-fee subcontract (other than a construction subcontract).) In paragraph (a), the word "Schedule" shall mean this letter contract or purchase order.	JUN 2011
52.228-7	All CR	Insurance – Liability to Third Persons	MAR 1996
52.232-20	All CR	Limitation of Costs Except that "60 days" is changed to "75 days" in paragraph (b)(1). Applies to fully funded CR contracts. Except those for consolidated facilities, facilities acquisition, or facilities use, whether or not the contract provides for payment of a fee.	APR 1984
52.232-22	All CR	Limitation of Funds Except that "60 days" is changed to "75 days" in paragraph (b)(1). CR contracts that are incrementally funded.	JAN 2025
52.243-2, Alt I & Alt II	All CR	Changes – Cost Reimbursement	AUG 1987
52.243-3	All T&M	Changes – Time and Materials or Labor Hours	SEP 2000
52.246-3	All CR	Inspection of Supplies - Cost Reimbursement	MAY 2001

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DFARS/FAR Clause	Applicable Threshold	DFARS/FAR Clause Title	Applicable Revision
52.246-5	All CR All CR	Inspection of Services - Cost Reimbursement	APR 1984
52.246-6	All T&M All CR	Inspection - Time and Material and Labor Hour	MAY 2001
52.249-6	All CR, T&M, or LH All T&M	Termination (Cost Reimbursement) - (Except that paragraph (d) is changed from "120 days" to 60 "days" and paragraph (f) is changed from "one year" to "six months". Delete Section (j) and use Alt. IV for Time & Material or Labor Hour Contracts.) Inspection - Time and Material and Labor Hour	MAY 2004
52.249-14	All CR, T&M, or Labor hour	Excusable Delays	APR 1984

55. Special Terms and Conditions – Shipbuilding Contract Requirements

SPECIAL CONTRACT CLAUSES INCORPORATED WHEN REQUIRED BY SHIPBUILDER CONTRACT:

To the extent the following clauses are incorporated as required by Prime or upper tier Subcontract, they are incorporated into this Purchase Order.

56. Public Release Of Information (Including NNPI)

- Information, data, photographs, sketches, advertising, displays, promotional brochures, or other materials related to Work under this Purchase Order, which Seller desires to publish, display, or release internally, to other contractors, to U.S. government agencies, or to the public, requires prior Buyer approval and shall be transmitted to Buyer and Buyer's contracts team at contracts@rixindustries.com at least eight (8) weeks prior to the desired printing or release date.

Information and technical data described above may NOT be transmitted over the internet (except in certain cases when suitably encrypted and prior written approvals have been obtained) or posted to an internet home page. Posting information and/or technical data subject to export control on the Web is to be treated as tantamount to public disclosure.

This includes descriptive or promotional material which links or relates, directly or indirectly, Seller's product line, manufacturing facilities, or manufacturing capabilities to performance of Naval Nuclear Propulsion work. As part of the approval request, Seller shall identify the specific media to be used, as well as other pertinent details of the proposed release.

All releases, regardless of tier of supplier, must have prior written approval of Buyer (and the U.S. government, when required).

Should any information described above be requested, subpoenaed, or otherwise sought by a court of competent jurisdiction or other judicial or administrative authority, this should be promptly brought to the attention of Buyer to permit appropriate measures to be taken to protect the information. Under no circumstances should this information be released to such authority without prior notification and agreement of Buyer.

Seller agrees that this requirement of prior Buyer approval of any release shall survive this Purchase Order and that Seller shall not for a period of twenty years (20) after issuance of this Purchase Order (or order extension period, if applicable) either directly or indirectly issue any such release without requisite approval of the Buyer, its successors, or assignees.

Seller shall include all provisions of this article including this sentence in all lower-tier subcontracts under this Purchase Order.

- In accordance with U.S. government policy and Buyer's requirements, release or publication of any information, data, speeches, advertisements, press releases, photographs, promotional brochures, technical papers, and the like that is related to the material or services produced or provided in performance of this Purchase Order whether it be Naval Nuclear Propulsion Work or otherwise, is prohibited unless prior Buyer written authorization for release or publication has been requested and obtained by Seller in writing. This includes, without limitation, reference to supplying any particular item or service to Buyer.

As identified elsewhere herein:

- Naval Nuclear Propulsion Information (NNPI) must be protected from unauthorized release. NNPI may only be disclosed to U.S. citizens with a legitimate need to know for performance of this purchase order and who are not otherwise prohibited from receiving NNPI (e.g., U.S. citizen representatives of foreign nationals or foreign interests, etc.)
Dual Citizenship - Special controls identified in OPNAVINST N9210.3 apply prior to providing NNPI to U.S. citizens with dual citizenship.
Refer to the other clauses herein dealing with NNPI and other export controls.
- Seller must insure that all required licenses and/or approvals are obtained prior to any export or disclosure of technical data or equipment subject to export control, whether such export takes place in the U.S. or abroad; and (c) Buyer written approval is required prior to the export or disclosure to other than U.S. persons (as defined in the ITAR), whether in the U.S. or abroad, of any equipment or technical data subject to export control.
- In addition, Seller must comply with all distribution restrictions (e.g., Distribution Statement D; NOFORN; etc.) and other markings on documents.
- Provisions similar to the foregoing shall be flowed down to lower-tier subcontractors at any tier.

57. Representation And Warranty

- Seller represents and warrants that it is either:
 - a U.S. Person as that term is defined in the U.S. Export Laws and Regulations, or that

- it has disclosed to Buyer'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 U.S. immigration status.
- Non-U.S. Personnel. Seller shall not give any non-"U.S. Person" (includes non-U.S. entities and representatives of non-U.S. entities, regardless of nationality) access to "Export-Controlled Items", or provide an unauthorized Defense Service as those terms are defined in the applicable U.S. Export Laws and Regulations without the prior written consent of Buyer and obtaining all required licenses and approvals.
Disclosure of NNPI is even more restricted (Refer to 5.a (4) and Part II). 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 Buyer may reasonably request.
No consent granted by Buyer in response to Seller's request hereunder shall relieve Seller of its obligations to comply with the provisions of U.S. Export Laws and Regulations, nor shall any such consent constitute a waiver of the requirements of U.S. Export Laws and Regulations, nor constitute consent for Seller to violate any provision of the U.S. Export Laws and Regulations.
 - Indemnification. Seller shall indemnify and save harmless Buyer from and against any and all damages, liabilities, penalties, fines, costs, and expenses, including attorneys fees, arising out of claims, suit, allegations or charges of Seller's failure to comply with the provisions of this paragraph and breach of the warranty set forth in (i) above. Any failure of Seller to comply with the requirements or any breach of the warranty contained in this paragraph shall be a material breach of this Purchase Order.
 - Subcontracts. The substance of this paragraph shall be incorporated into any subcontract entered into by the Seller for the performance of any part of the work under this Purchase Order.
 - Notification. Seller will notify Buyer if any deliverable under this Purchase Order is subject to the export control laws or regulations of Seller's country.

58. Restriction On Access To Export-Controlled Equipment And Technical Data By Certain Employees

Non-U.S. Personnel/Students - Seller shall not give any non-"U.S. Person" (includes non-U.S. entities and representatives of non-U.S. entities, regardless of nationality) access to Export-Controlled Items, or provide an unauthorized Defense Service as those terms are defined in the applicable U.S. Export Laws and Regulations without:

- the prior written consent of the Buyer, and
- obtaining all required licenses and approvals.
- Seller shall impose a similar restriction on its lower-tier subcontractors under this Order (when lower-tier subcontractors are eligible and/or approved by Buyer and the U.S. government to receive U.S. technical data).

59. Export Prohibitions – Offshore Procurements

(This clause applies if this Purchase Order/Letter Contract requires the export of unclassified technical data subject to the United States International Traffic in Arms Regulations (ITAR) (22 CFR 120 et seq.) to "foreign persons" for offshore procurement of "defense articles" under a DSP-5, Offshore Procurement license (See ITAR 124.13).

When this clause applies, Seller shall comply with the following requirements:

- unless otherwise expressly directed by Buyer in writing, Seller agrees that it shall deliver, or have delivered, all of the defense articles to be manufactured or produced in performance of this subcontract/letter contract/purchase order (collectively "Order") only to the Buyer in the United States ("U.S.") or to an agency of the U.S. government; and
- the technical data of U.S. origin to be used in the foreign manufacture of defense articles does not exceed that required for bid purposes on a build-to-print basis (build to print means producing an end-item (i.e., system, subsystem, or component) from technical drawings and specifications (which contain no process or know-how information) without the need for additional technical assistance). Release of supporting documentation (e.g., acceptance criteria, object code software for numerically controlled machines) is permissible. Build-to-print does not include the release of any information which discloses design methodology, engineering analysis, detailed process information or manufacturing know-how; and
- the technical data shall be used only for the manufacture of the defense articles required by this Order or in performance of work required by this Purchase Order; and
- the technical data shall not be disclosed to any other person or entity, except subcontractors in the same country, unless such person or entity is expressly authorized pursuant to an approved U.S. export license or agreement and unless prior written Buyer approval has been granted. This prohibition on the further disclosure of export-controlled technical data applies to both technical data furnished by, or on behalf of, Buyer and to any such technical data incorporated in documents generated by Seller and/or Seller's lower-tier subcontractors; and
- neither Seller nor any other "foreign person" or foreign entity, including Seller's lower-tier subcontractors, may acquire any rights in the data; and
- Seller, as well as all lower-tier subcontractors at all tiers, shall return to Buyer in the U.S., or at Buyer's written direction, destroy, ALL of the technical data exported pursuant to this Order upon fulfillment of their terms; and
- Seller agrees to incorporate all of the prohibitions, restrictions, and limitations of this clause in all lower-tier subcontracts between with "foreign persons" in the approved country for manufacture of equipment and defense articles (as well as components, subcomponents, and parts thereof) for delivery pursuant to this Purchase Order, and Seller shall require its lower-tier subcontractors at all tiers to do likewise.

Seller will notify Buyer if any deliverable under this Purchase Order is subject to the export control laws or regulations of Seller's country.

60. Offset Credits, International.

Unless otherwise agreed to and incorporated in writing herein, all offset benefit credits or countertrade credits resulting from this subcontract/letter contract/purchase order, and from any lower-tier subcontracts hereunder, shall accrue solely to the benefit of, and shall be the property of Buyer to be applied the offset program of Buyer's choice.

Seller agrees to cooperate with Buyer and to assist Buyer in securing the applicable offset credits from the respective country government authorities.

61. Export Control Marking

In addition to the requirements of this paragraph, Seller shall comply with all other requirements relative to Naval Nuclear Propulsion Information wherever located in this Purchase Order. Seller

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shall place the following statement on documents containing defense technical data that is controlled by the Arms Export Control Act:

"WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Control Reform Act of 2018 (Title 50, U.S.C., Chapter 58, Sec. 4801-4852). Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25"

Seller agrees to insert in all subcontracts issued under this Purchase Order, a contract provision substantially the same as this paragraph including this sentence.

62. Foreign Corrupt Practices Act Prohibitions (FCPA)

(Applicable to both U.S. and non-U.S. persons and U.S. and non-U.S. business concerns.)

By accepting this subcontract/Purchase Order or by commencing work of any kind with respect to this subcontract/Purchase Order, Seller certifies and represents that:

1. it has not taken, and warrants that it will not take, any action(s) with respect to work hereunder that would cause it, the Buyer, and/or any other party to be in non-compliance with the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. 78dd-1, et seq.) ("FCPA"); and
2. it has not made or solicited and will not make or solicit any offer, payment, promise to pay, or authorization to pay any money, gift, or anything of value to any governmental official or any political party, party official, or candidate, either directly or through an intermediary, corruptly for the purpose of influencing any official act, omission, or exercise of influence by the recipient, to assist Buyer or Seller in obtaining or retaining business.

The anti-bribery provisions of the U.S. FCPA make it unlawful for a U.S. person, and certain foreign (i.e., non-U.S.) issuers of securities, to make a corrupt payment to a foreign official for the purpose of obtaining or retaining business for or with, or directing business to, any person. Since 1998, the anti-bribery provisions of the FCPA also apply to foreign firms and persons who cause, directly or through agents, an act in furtherance of such a corrupt payment to take place within the territory of the United States.

In part, specifically, the anti-bribery provisions of the FCPA prohibit the willful use of the mails or any means of instrumentality of interstate commerce corruptly in furtherance of any offer, payment, promise to pay, or authorization of the payment of money or anything of value to any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to a foreign official to influence the foreign official in his or her official capacity, induce the foreign official to do or to omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person. (Source: U.S. Dept. of Justice Web Site <http://www.justice.gov/criminal/fraud/fcpa/>)

Severe penalties may result from failure to comply.

Seller shall insure that the substance of this clause is included in all lower-tier subcontracts at any tier.

63. Counterfeit Parts/Counterfeit Work Prohibition

(Also, refer to the clauses herein pertaining to Inspection and Test; Warranty; Fraud and Falsification; Reduction or Suspension of Contract Payments Upon Finding of Fraud or Falsification; COUNTERFEIT PARTS DETECTION AND AVOIDANCE (NON-ELECTRONIC PARTS); COUNTERFEIT PARTS DETECTION AND AVOIDANCE (ELECTRONIC PARTS); and FAR 52.211-5, Material Requirements.)

(a) Definitions and Acronyms – For purposes of performance and this clause, as used hereunder:

(i) "Authentic" shall mean:

(A) genuine; (B) from the legitimate source claimed or implied by the marking and design of the product offered; and (C) manufactured by, or at the behest and to the standards of, the manufacturer that has lawfully applied its name and trademark for that model/version of the material.

(ii) "Counterfeit Parts" shall mean a part, component, module, or assembly whose origin, material, source of manufacture, performance, or characteristics are misrepresented. This term includes, but is not limited to, (A) parts that have been (re)marked to disguise them or falsely represent the identity of the manufacturer, (B) defective parts and/or surplus material scrapped by the original manufacturer, and (C) previously used parts pulled or reclaimed and provided as "new".

(iii) "Counterfeit Work" - For purposes of this clause, Work consists of those parts delivered under this Purchase Order that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). "Counterfeit Work" means Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable.

(iv) "Independent Distributor" shall mean a person, business, or firm that is neither authorized nor franchised by an Original Component Manufacturer ("OCM") to sell or distribute the OCM's products but which purports to sell, broker, and/or distribute such OCM products. Independent Distributors are also referred to as unfranchised distributors, unauthorized distributors, and/or brokers.

(v) "OCMs" means Original Component Manufacturers.

(vi) "OEMs" means Original Equipment Manufacturers.

(b) New and Authentic - Seller represents and warrants that only new and authentic components, subcomponents, parts, material and supplies are procured, used, incorporated into, and/or delivered in performance of this Purchase Order. No other material, part, or component other than a new and authentic part is to be used unless approved in advance in writing by Buyer.

Except, used, reconditioned, or remanufactured supplies, or unused former U.S. government surplus property, that is authentic may be used in this subcontract performance if the Seller has proposed in writing the use of such supplies, and then only if Buyer and Buyer's Contracting Officer or higher-tier contractor has authorized their use in writing.

SELLER must present complete and compelling support for its request and include in its request all actions to ensure the parts/components thus procured are legitimate parts. Buyer's approval of Seller's request(s) does not relieve Seller's responsibility to comply with all Purchase Order requirements, including the representations and warranties in this clause and stated elsewhere.

(c) Prohibition on Counterfeits / Purchase from OEMs/OCMs - Seller agrees and shall ensure that Counterfeit Parts or Counterfeit Work are not delivered to or incorporated into Buyer's supplies and that the Work contains no Counterfeit Parts or Counterfeit Work.

The intentional or unintentional use, incorporation, or delivery of Counterfeit Parts or Counterfeit Work is strictly PROHIBITED.

This includes it being provided either as an end item deliverable or as a component or subcomponent of an end item deliverable under this subcontract/purchase order/letter contract.

To further mitigate the possibility of the inadvertent use of Counterfeit Parts or Counterfeit Work, Seller shall only purchase authentic parts/components/products to be delivered or incorporated as Work to Buyer directly from the OCM/OEM, or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by Buyer.

Seller must make available to Buyer, at Buyer's request, OEM/OCM documentation that authenticates traceability of the components to that applicable OEM/OCM.

(d) Traceability - The Seller shall maintain a system or method of item traceability that ensures tracking of the supply chain back to the manufacturer of all Electrical, Electronic, and Electromechanical (EEE) assemblies and subassemblies being delivered per this Purchase Order.

(e) Conforming Material Requirement - Unless Buyer specifically agrees otherwise in writing (e.g., P.O. supplement; VIR disposition; etc.), Seller shall tender to Buyer (or to Buyer's designee) for acceptance only material, parts and supplies that have been inspected in accordance with the inspection system and have been found by the Seller to conform with all of the requirements of this subcontract/Purchase Order.

Counterfeit Parts and Counterfeit Work are NONCONFORMING regardless of their otherwise acceptable condition, quality, performance, functionality, and/or suitability for purpose.

(f) Termination - Providing Counterfeit Parts or Counterfeit Work shall constitute a material breach of this Purchase Order and Buyer may, at Buyer's sole option, terminate this order for the default of the Seller.

(g) Replacement - In the event that Work delivered under this Purchase Order constitutes or includes Counterfeit Parts or Counterfeit Work, Seller shall, at its expense, promptly replace such Counterfeit Work or Counterfeit Parts with genuine Work or genuine Parts conforming to the requirements of this order.

Notwithstanding any other provision in this Purchase Order, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation the Buyer's costs of removing Counterfeit Work, of reinserting replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged.

(h) Product Impoundment and Reporting – Counterfeit Parts or Counterfeit Work identified as such and items suspected of being counterfeit shall be impounded pending reporting to the appropriate authorities and final disposition of the items. The Seller shall be liable for all costs relating to impoundment, removal, and replacement. Buyer may turn such items over to the appropriate authorities (e.g., without limitation, Office of Inspector General, Defense Criminal Investigative Service, Federal Bureau of Investigation, etc.) for investigation and reserves the right to withhold payment for the items pending the results of the investigation and any proceedings related to the matter. Notwithstanding any other provision of this Purchase Order, Buyer shall be under no obligation to pay for any of such items determined to be counterfeit or unacceptable.

(i) Notification Requirement –

(1) Seller shall immediately notify Buyer in writing with the pertinent facts if Seller becomes aware or suspects that it has furnished Counterfeit Parts or Counterfeit Work. When requested by Buyer Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.

(2) Seller shall immediately notify Buyer in writing if it cannot purchase or acquire authentic components, subcomponents, parts, material and supplies directly from the OCM/OEM or through an OCM/OEM authorized distributor chain.

(3) Seller shall also immediately notify Buyer in writing if it or its subcontractors at any tier cannot maintain tracking of the supply chain back to the OCM/OEM.

(j) Rights and Remedies - This clause applies in addition to any quality provision, specification, statement of work or other provision included in this order addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause prevails. The remedies contained in this clause are in addition to any other rights and remedies the Buyer may have at law, equity or under other provisions hereunder.

(k) Survivability – This clause shall survive the completion, expiration, or termination of this order.

(l) Penalties – This Purchase Order and activities hereunder are within the jurisdiction of the U.S. government. Any knowing and willful act to falsify, conceal or alter a material fact, or any false, fraudulent or fictitious statement or representation in connection with the performance of work under this purchase order may be punishable in accordance with applicable Federal statutes.

(m) Indemnification - Seller agrees to indemnify Buyer and to hold Buyer harmless to the full extent of any loss, damage, or expense (including reasonable attorney's fees), including, but not limited to, any amount withheld from Buyer resulting from a violation of these requirements by Seller or its subcontractors at any tier.

Notwithstanding anything to the contrary stated or implied elsewhere, Seller agrees that this indemnification is NOT subject to any limitation of Seller's liability.

(n) Flow Down Requirement - Seller shall flow the requirements of this clause or substantially equivalent requirements to its subcontractors and suppliers at any tier for the performance of this Purchase Order.

64. Fraud And Falsification

Refer also to the clause herein entitled "Business Conduct".

Seller shall include all provisions of the following text including this sentence in all lower-tier subcontracts under this Purchase Order.

This Purchase Order is a subcontract or lower-tier subcontract under a U.S. government prime contract. As such, activities thereunder are within the jurisdiction of the U.S. government. Any knowing and willful act to falsify, conceal, or alter a material fact, or any false, fraudulent or fictitious statement or representation in connection with the performance of work under this Purchase Order may be punishable in accordance with applicable Federal statutes.

Seller shall include the following statement preprinted on each CoFC initiated by the Seller and provided to the Buyer in connection with this Purchase Order:



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"NOTE: The recording of false, fictitious or fraudulent statements or entries on this document may be punishable as a felony under Federal Statute."

Federal Law (18 USC 1001) provides, in part, as follows:

"Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the government of the United States, knowingly and willfully –

- (1) falsifies, conceals or covers up by any trick, scheme, or device, a material fact;
- (2) makes any materially false, fictitious or fraudulent statements or representations; or
- (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than 5 years, or if the offense involves international or domestic terrorism (as defined in section 2331), imprisoned not more than 8 years, or both. ..."

Seller agrees that all employees or other persons engaged in or who will be engaged in the performance of work under this Purchase Order, will be, if they have not been previously, informed in writing of the above language and that there is a risk of Federal criminal penalties associated with any knowing and willful falsification, concealment, or misrepresentation in connection with work performed under U.S. government contracts and subcontracts such as this Purchase Order.

Seller will make employees aware of the above prior to them commencing work under this Purchase Order.

Any inability or unwillingness of a lower-tier supplier to comply with this provision should be documented in writing and submitted to Buyer.

65. Compliance With Laws; Obtaining And Maintaining Approvals; Permits And Licenses; And Worksite Safety

1. Compliance with Laws - In performing work under this Purchase Order, Seller shall comply with all applicable foreign or domestic laws, orders, rules, ordinances and regulations to include but not limited to the Occupational Safety and Health and Toxic Substance Control Acts and those pertaining to import and export control and compliance.
 2. Approvals/Permits/Licenses - Except for those specifically identified in this Purchase Order as not the responsibility of the Seller, Seller agrees that it shall obtain and maintain in good standing, and shall require its lower-tier subcontractors to obtain and to maintain in good standing, all necessary and applicable approvals, permits and licenses (including export and/or import licenses, when required) required for performance of the work under this Purchase Order; pay all fees and other charges required, and shall comply with all applicable laws, codes, regulations, guidelines and directives of any local, State, and/or Federal governmental authority.
They shall be obtained and maintained for as long as necessary for the satisfactory completion of Seller's and its subcontractor's responsibilities under this Purchase Order.
If work is to be performed outside the U.S., this includes compliance with those of the foreign country; however, this does not authorize any breach of U.S. law to comply with foreign laws, etc. Any such potential conflicts shall immediately be brought to the attention of Buyer.
The cost of such permits, licenses, and compliance is deemed to be included in the cost or price stated in this Purchase Order.
This includes, but is not limited to, those in connection with import and export control as well as those in connection with any movement over the public highways of overweight/over-dimensional loads and hazardous materials.
Seller agrees to insert the substance of the above paragraph in all lower-tier subcontracts under this Purchase Order.
 3. Indemnification - Seller agrees to indemnify and hold the Buyer harmless to the full extent of any loss, damages, and expenses, including reasonable attorney's fees, incurred by Buyer as a result of Seller's or its subcontractor's failure to obtain and maintain in good standing the required approvals, permits and licenses for which they are responsible or failure to comply with any applicable law or regulation as required in the performance of the work under this Purchase Order. Seller shall immediately notify Buyer in writing if any permits, licenses, and/or approvals that Seller is required to obtain in performance of this Purchase Order are denied, withheld, suspended, revoked, or expired prior to completion of all work required by this Purchase Order and its terms.
 4. Access to Buyer's Premises - Access by non-U.S. citizens to Buyer's property/worksite is prohibited unless approved in writing by Buyer.
 5. Worksite Safety - While on Buyer's owned or controlled property/worksite(s), Seller, its agents, employees, and subcontractors shall comply with all of Buyer's safety and security rules and regulations to include but not limited to those identified in the clauses below entitled "Work on Buyer's Owned or Controlled Premises/Property/Work Site" and "Standards of Conduct for Visitors."
 6. Failure to Comply & Default Remedies - In addition to any other remedies Buyer may be entitled to, Buyer may, at its sole discretion, without notice and an opportunity to cure:
 - a. terminate this Purchase Order for Default, or for Convenience at the Buyer's sole option, if Seller is unable to obtain and maintain the necessary approvals, licenses, and/or permits, or if Seller fails to comply with any of the provisions of this clause.
Seller agrees that Buyer may terminate this Purchase Order for convenience if Buyer is unable to obtain and maintain any licenses, permits, or approvals (including export licenses) on behalf of itself, Seller, or others that Buyer is obligated to obtain or that Buyer has agreed to obtain on another's behalf, or
 - b. deny access to or expel from Buyer's property/worksite, any employee, subcontractor or agent of Seller found violating any of the provisions of this clause.
- Failure by Seller or its subcontractors to obtain in a timely manner and to maintain all necessary approvals, permits and/or licenses when they are required shall NOT constitute an excusable delay or a force majeure and Buyer reserves the right to exercise, at its sole discretion, all rights and remedies available to it under law and in equity.

66. Proprietary Information And Intellectual Property

(Refer also to DFARS clauses in Part III dealing with rights in technical data and rights in non-commercial computer software.)

(a) Buyer's Information: Except to the extent that information is clearly in the public domain, all information provided by Buyer to Seller during the performance of this Purchase Order and all

improvements, modifications and derivations thereto shall be deemed to be the proprietary information of Buyer.

Seller agrees:

- (i) to hold Buyer's proprietary information in confidence and to protect it from release to third parties;
- (ii) to disclose Buyer's proprietary information only to Seller's employees who have a need-to-know and only after they have been made aware of the proprietary nature of the information; and
- (iii) to use such proprietary information solely for the purposes of performing this Purchase Order.

The restriction on release to third parties contained in this paragraph will not apply to release by Seller to subcontractors that Seller uses in performing this Purchase Order provided Seller includes in such subcontracts a provision substantially the same as this paragraph.

(b) Seller's Information: Unless specified to be delivered under this Purchase Order and unless properly marked in accordance with the DFARS clauses invoked herein, Seller shall not provide or disclose any equipment, information, technical data, computer software or computer software documentation ("Information") to Buyer or its representatives that Seller considers to be proprietary, business sensitive, confidential, or to have limited or restricted rights.

Unless properly marked and in the absence of an appropriate written agreement to the contrary, except as stated above, no information (including knowledge or information about Seller's products, methods, or manufacturing processes which Seller may disclose to Buyer incident to the performance of the work under this order) furnished to Buyer (whether documentary, oral, visual or otherwise) shall be considered confidential or proprietary or require any particular handling or precaution or have any restriction on Buyer's right to use, modify, reproduce, perform, display, release, or disclose such information in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

Accordingly, such Information shall be deemed to be acquired free from any restrictions and shall be deemed to have been disclosed as part of the consideration for this Purchase Order and Seller agrees not to assert any claim (other than a claim for patent infringement) against Buyer by reason of Buyer's use or alleged use thereof. It is Seller's responsibility to control its employees inadvertent disclosure to Buyer of Information not intended to be disclosed.

(c) Non-Incorporation of Seller's Information:

Seller shall not incorporate any patented, proprietary, business sensitive, or limited rights Information, technical data, process, hardware, or software into any item proposed to be designed, modified, manufactured, produced, or delivered under this Purchase Order without notifying Buyer in advance and receiving Buyer's prior written concurrence.

(d) Intellectual Property (Refer also to Clause 61 entitled "Patents and Copyrights"):

(1) Seller warrants that the items, services, and work performed or delivered under this Purchase Order will not infringe or otherwise violate the intellectual property rights of any third party in either the U.S. or in any foreign country.

(2) Rights in Data and Inventions:

In addition to the Government's rights in data and inventions, Seller agrees that the Buyer in performance of its prime contract and higher-tier contract obligation(s), shall have an unlimited, irrevocable, world-wide, paid-up, royalty-free right to make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative, and authorize others to do any, some, or all of the foregoing, any and all, inventions, discoveries, improvements, mask works and patents as well as any and all data, copyrights, reports, and works or authorship, conceived, developed, generated or delivered in performance of this Purchase Order.

Seller certifies the originality of all deliverable items and states that no portion is protected by any copyright or similar right vested in any third party.

(e) Ownership:

All reports, memoranda or other materials in written form, including machine readable form, prepared by Seller pursuant to this Purchase Order and furnished to Buyer by, or on behalf of, Seller hereunder shall become the sole property of the Buyer.

67. Access To Proprietary Data Or Computer Software

1. Performance under this Purchase Order may require that the Seller have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Seller shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum,
 - a. access to, and use of, the proprietary data or software exclusively for the purposes of performance of the Work required by this Purchase Order, and
 - b. safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary.In addition, the agreement shall allow Buyer and Government or their employees the same access to such data or software, as provided to Seller. A copy of the executed agreement shall be provided to the Buyer. The Buyer may unilaterally modify this Purchase Order to list those third parties with which the Seller has agreement(s).
2. The Seller agrees to:
 - a. indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted;
 - b. not disclose the data or software to another party or other Seller personnel except as authorized by the Buyer;
 - c. not engage in any other action, venture, or employment wherein this information will be used, other than under this Purchase Order, in any manner inconsistent with the spirit and intent of this requirement;
 - d. not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Seller; and
 - e. reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.
3. The restrictions on use and disclosure of the data and software described above also apply to such information received from the Buyer through any means to which the Seller has access in the performance of this Purchase Order that contains proprietary or other restrictive markings.
4. The Seller agrees that it will promptly notify the Buyer of any attempt by an individual, company, or Buyer representative not directly involved in the effort to be performed under this Purchase Order to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Buyer representative seeking access to such information.

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- 5 The Seller shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph A.

68. Logistic Support Requirement/Manufacture Of Repair Parts (Based On NAVSEA 5252.227-9112, May 1998, Modified)

If (i) Seller is providing a ship component or an item of equipment; and (ii) the Purchase Order specification, by reference to a Military Specification or otherwise, specifies repair parts or stock components (collectively "repair parts"), and (iii) Seller intends manufacturing the ship component or equipment outside the United States or Canada; then Seller agrees that, in addition to any other data required by this Purchase Order, Seller shall furnish sufficient data so that the repair parts can be reproduced in the United States or Canada. The requirements of this paragraph shall not apply if Seller has made arrangements satisfactory to the Buyer and approved by the Government for the manufacturing of repair parts in the United States or Canada. For the purposes of this paragraph, the term "sufficient data" means detail drawings and other technical information sufficiently extensive in detail to show design, construction, dimensions, and operation or function, manufacturing methods or processes, treatment or chemical composition of materials, plant layout, and tooling. Seller shall provide all data in English and according to the United States system of weights and measures. All drawings for components, assemblies, subassemblies and parts protected by U.S. patents shall contain a prominent notation to that effect fully identifying the patent or patents involved, and bearing the number of the Buyer's prime contract and this subcontract.

Unless Seller has made arrangements satisfactory to the Buyer and approved by the Government for the manufacturing of repair parts in the United States or Canada, Seller shall grant, and shall include in all lower-tier subcontracts for the purchase of ship components or equipments from a foreign source a clause, acceptable to the Buyer's Contracting Officer that grants, to the United States Government for a period of seven (7) years, Government Purpose Rights as defined in the clause of this Purchase Order entitled Rights in Technical Data – Non Commercial Items (DFARS 252.227-7013) in all technical data necessary to manufacture spare and repair parts for such components or equipment.

69. NNPI - Transmission Abroad Of Equipment Or Technical Data Relating To The Nuclear Propulsion Of Naval Ships

(Based on NAVSEA 5252.227-9101, JAN 2008, MODIFIED)

(Note: Also includes controls for other than equipment or technical data defined as NNPI.)

- (a) The supplies specified to be delivered under this Purchase Order may relate to the nuclear propulsion of naval ships.
- (b) Equipment and technical data defined as Naval Nuclear Propulsion Information (NNPI) under OPNAVINST N9210.3 shall not be disclosed to foreign nationals.
- (c) For other than equipment or technical defined as NNPI in paragraph (b) above, except with the prior written consent of the Buyer and the Contracting Officer (or his designated representative), the Seller shall not, at any time during or after the performance of this Purchase Order, transmit or authorize the transmittal of, any technical data or equipment as defined in paragraph (d) below,
- (1) Outside the United States; or
- (2) Irrespective of location,
- (i) To any foreign national, not working on this Purchase Order or any subcontract hereunder; or
- (ii) To any foreign organization (including foreign subsidiaries and affiliates of the Seller); or
- (iii) To any foreign government; or
- (iv) To any international organization.
- (d) As used in this requirement, the following terms shall have the following definitions:
- (1) "United States" means the States, the District of Columbia, Puerto Rico, American Samoa, the Virgin Islands, Guam, and any areas subject to the complete sovereignty of the United States;
- (2) "Equipment" means all supplies of the kind specified to be delivered under this Purchase Order, all component parts thereof, and all models of such supplies and component parts; but "equipment" does not include standard commercial supplies and component parts, and models thereof;
- (3) "Technical Data" means all professional, scientific, or technical information and data produced or prepared for the performance of this Purchase Order, or on or for the operation, maintenance, evaluation, or testing of any contract item, whether or not the information and data were specified to be delivered under this Purchase Order including, without limitation, all writings, sound recordings, pictorial reproductions, and drawings or other graphical representations; but "technical data" does not include such information and data on standard commercial supplies and component parts to the extent that the information and data do not relate to the use, operation, maintenance, evaluation and testing of such supplies and component parts in or in connection with any item, or component parts thereof, specified to be delivered under this Purchase Order.

(e) Flow Down Requirement:
The Seller agrees to insert in all subcontracts under this Purchase Order provisions which shall conform substantially to the language of this requirement, including this paragraph (e).

(f) Notwithstanding any other provisions of this requirement, this requirement shall not apply:

(1) Where the transmittal or authorization for the transmittal of equipment or technical data is to be made pursuant to a contract or agreement to which the United States is a party; and

(2) Where the transmittal is to be of equipment or technical data which the Buyer's Contracting Officer, or his designated representative, has declared in writing to be thereafter exempt from this requirement.

70. Special Terms and Conditions – Aerospace Contract Requirements

SPECIAL CONTRACT CLAUSES INCORPORATED WHEN REQUIRED BY AEROSPACE CONTRACT:

To the extent the following clauses are incorporated as required by Prime or upper tier Subcontract, they are incorporated into this Purchase Order.

71. Publicity and Customer Communication

Without Buyer's prior written approval, Seller shall not, and shall require that its subcontractors at any tier shall not, release any publicity, advertisement, news release or denial or confirmation of same regarding this Purchase Order or the Goods or program to which it pertains. Seller shall be responsible to Buyer for any breach of such obligation by any subcontractor.

Except as otherwise expressly provided in this Purchase Order, Buyer shall be responsible for all coordination and communication with Buyer's customer, including any higher-tier contractor(s), regarding this Purchase Order or the Goods or program to which it pertains. Seller shall have no communications regarding the foregoing with Buyer's customer, including any higher-tier contractor(s), without Buyer's advance written approval and coordination.

72. Offset Credits/Industrial Participation

To the exclusion of all others, Buyer or its assignees shall be entitled to all industrial benefits or offset credits that might result from this Purchase Order. Seller shall provide all information and assistance to Buyer that Buyer may reasonably request in support of Buyer's efforts to secure offset credits related to the Goods to be provided under this Purchase Order.

Before entering into a subcontract for any non-U.S. products or services in excess of \$100,000 in support of this Purchase Order, Seller shall complete and submit to Buyer notification and information covering the intended order.

In addition, Seller shall support Buyer in the fulfillment of offset, industrial participation, co-production or similar obligations that Buyer may have accepted as a requirement for the sale of end products to non-U.S. customers related to the Goods to be provided under this Purchase Order.

73. Business Conduct

Compliance with Laws. Seller and the Goods shall comply with all applicable statutes and government rules, regulations and orders. Without acting as a limitation, Seller shall comply with (i) all applicable country laws relating to anti-corruption or anti-bribery, including, but not limited to, legislation implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" (the "OECD Convention") or other anti-corruption/anti-bribery convention; and (ii) the requirements of the Foreign Corrupt Practices Act, as amended, ("FCPA") (15 U.S.C. §§78dd-1, et. seq.), regardless of whether Seller is within the jurisdiction of the United States, and Seller shall, neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from Buyer to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery.

Gratuities. Seller warrants that neither it nor any of its employees, agents, or representatives have offered or given, or will offer or give, any gratuities to Buyer's employees, agents or representatives for the purpose of securing this Purchase Order or securing favorable treatment under this Purchase Order.

Code of Basic Working Conditions and Human Rights. Buyer is committed to providing a safe and secure working environment and the protection and advancement of basic human rights in its worldwide operations. In furtherance of this commitment, Buyer has adopted a Code of Basic Working Conditions and Human Rights setting out in detail the measures it takes to ensure this commitment is fulfilled. Buyer strongly encourages Seller to adopt and enforce concepts similar to those embodied in Buyer, including conducting Seller's operations in a manner that is fully compliant with all applicable laws and regulations pertaining to fair wages and treatment, freedom of association, personal privacy, collective bargaining, workplace safety and environmental protection.

Further, any material violation of law by Seller relating to basic working conditions and human rights, including laws regarding slavery and human trafficking, of the country or countries in which Seller is performing work under this Purchase Order may be considered a material breach of this Purchase Order for which Buyer may elect to cancel any open orders between Buyer and the Seller for cause in accordance with the "Cancellation for Default" Article. Seller shall include the substance of this clause, including this flowdown requirement, in all subcontracts awarded by Seller for work under this Purchase Order.

Environmental Health and Safety Performance. Seller acknowledges and accepts full and sole responsibility to maintain an environment, health and safety management system ("EMS") appropriate for its business throughout the performance of this Purchase Order. Buyer expects that Seller's EMS will promote health and safety, environmental stewardship, and pollution prevention by appropriate source reduction strategies. Seller shall convey the requirement of this clause to its suppliers. Seller shall not deliver Goods that contain any asbestos mineral fibers.

Seller Facility. Seller shall provide Buyer written notice of any proposed plans for moving Seller's manufacturing location for the Goods or moving tooling or other equipment utilized in the manufacture of the Goods to another.

74. Regulatory Clauses Incorporated by Reference

Full text versions of these clauses can be made available upon Seller's request to the Buyer's authorized representative. Additionally, full text versions of these clauses are available from the U.S. Government in searchable form on the World Wide Web (WWW) portion of the Internet. The sites to be contacted are: (1) For the FAR-<http://www.acquisition.gov/comp/far/index.html>; and (2) For the DFARS- <http://www.acq.osd.mil/dpap/dars/dfars/index.htm>.

Except as noted below, or where the clause clearly reserves authority to the Government, the following changes to the FAR and DFARS clauses are made for incorporation of these clauses into this Order:

"Contractor" or "prime contractor" shall mean "Seller."

"Government" shall mean "Buyer."

"Contracting Officer" shall mean "Buyer's Purchasing Representative."

"Contract" or "Schedule" shall mean this "Order."

Seller agrees to flow-down, as required, applicable FAR and DFARS clauses to its lower-tier suppliers. Seller further agrees that all notifications and other communications required by these clauses shall be made through the Buyer's Purchasing Representative, unless this Order specifically provides otherwise.

Except as noted below, or where the clause clearly reserves authority to the Government, the following changes to the FAR and DFARS clauses are made for incorporation of these clauses into this Order:

"Contractor" or "prime contractor" shall mean "Seller."

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DFARS/NAVAIR Clause	Applicable Threshold	DFARS/NAVAIR Clause Title
5252.211-9510	All	Contractor Employees
5252.223-9502	All	Hazardous Material (a) Packaging, Packing, Marking, Labeling and Certification of Hazardous materials for shipment by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with M IL-STD-129 and Title 49 Code of Federal Regulations (CFR), Part 100-199 as applicable. In the event of any contradictions between the documents, 49 CFR shall govern or the applicable modal transport regulation. (b) In the event of a conflict between specific requirements in the contract or order and existing applicable modal transport regulations, the regulations shall take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures that are not in accordance with laws and regulations applicable to the mode of transportation employed. (c) To ascertain which Department of Defense, or local installation regulations, concerning hazardous materials may have impact on this contract, the contractor should contact: Buyer's Authorized Procurement Representative.
5252.227-9507	All	NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law. (b) For violation of export laws, the contractor, its employees, officials or agents are subject to: (1) Imprisonment and/or imposition of criminal fines; and (2) Suspension or debarment from future Government contracting actions. (c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract. (d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.
5252.204-9504	All	DISCLOSURE OF CONTRACT INFORMATION (In paragraph (b), "the Contracting Officer means Buyer. In paragraph (c), "prime contractor" means Buyer.) (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval. (b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the

DFARS/NAVAIR Clause	Applicable Threshold	DFARS/NAVAIR Clause Title
		release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release. (c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.
5252.228-9500	All	Additional Definitions with Respect to "Ground and Flight Risk" Clause (NAVAIR)
5252.223-9501	All	Material Safety Data Sheet (MSDS) Applies when Seller ships hazardous materials. The electronic copy addresses in paragraph (a) apply when Seller is required to ship directly to the Government. Otherwise, the electronic copy shall be sent to Buyer. In (b), "Government" means Government or Buyer. (a) The contractor shall forward an electronic copy of the Material Safety Data Sheet (M SDS) required under FAR Clause 52.223-3, "Hazardous Material Identification and Material Safety Data", to Mar-navyhmirs@med.navy.mil and the Naval Inventory Control Point (NICP) at wraps.prime.fct@navy.mil . (b) One copy of the M SDS shall be enclosed with the shipping documents. If the shipment is received without an attached copy of the MSDS, the Government has the right to refuse receipt.