

# The Bechdon Company, Inc.

## Purchase Order Terms & Conditions

### GENERAL PROVISIONS:

#### 1. DEFINITIONS-

- (a) "Buyer" means The Bechdon Company, Inc. hereafter BCI.
- (b) "Data" means all financial/business information, designs, dimensions, specifications, drawings, patterns, computer files or software, knowhow or other information, including but not limited to Technical Data, used in the design and manufacture of Products or the provision of Services. Data may be recorded in a written or printed document, computer or electronically stored, software, or any other tangible form of expression.
- (c) "FAR" means "Federal Acquisitions Regulations" as in effect on the date of this order except as otherwise indicated.
- (d) "Order" means the instrument of contracting, including these terms and conditions and all other referenced documents, and any subsequent changes or modifications.
- (e) "Product(s)" means those goods, supplies, reports, computer software, software licenses, Data, materials articles, items, parts, components or assemblies, and any incidental Services described in this Order.
- (f) "Seller" means the Party with whom Buyer is contracting under this Order.
- (g) "Service(s)" means Seller's time and effort, including any items, articles, Data, or similar materials provided to Buyer which are incidental to the performance of the Service.
- (h) "Special Process" means any process where the resulting output cannot be verified by subsequent monitoring or measurement.
- (i) "Technical Data" means all designs, dimensions, specifications, drawings, patterns, know-how, or other information concerning the methods, manufacturing processes, equipment, gauges and tools used in the design, manufacture, assembly, operation, repair, testing, maintenance or modification of products.

#### 2. ACCEPTANCE-

This order constitutes Buyers offer to Seller and shall become a binding contract subject to the terms and conditions set forth herein when accepted by acknowledgement, commencement of performance or shipment by Seller. No conditions stated by Seller in accepting this order shall be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.

#### 3. ASSIGNMENT-

Neither this order nor any duty or right under it shall be delegated or assigned by Seller without the prior written consent of Buyer, except that claims for monies due or to become due under this order may be assigned to a bank, trust company or other financing institution, including any Federal lending agency, by Seller without such consent. Buyer shall be furnished with two signed copies of any such assignment. Payment to an assignee of any such claim shall be subject to set off or recoupment for any present or future claim or claims which Buyer may have against Seller except to the extent that any such claims are expressly waived in writing by Buyer. Buyer reserves the right to make direct settlements and/or adjustments in price with Seller under the terms of this order notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to the assignee.

#### 4. SUBCONTRACTING-<sup>1</sup>

- (a) Seller shall not subcontract the entirety or any part of this Order without the prior written authorization of Buyer, and Seller shall require an agreement with conforming performance requirements from immediate and lower-tier suppliers. This restriction on subcontracting shall not apply to authorized distributors, dealers or industrial suppliers nor shall it apply to purchases of standard commercial articles, including electronic components or raw materials including castings, forgings, and rough

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<sup>1</sup> AS9100D 8.4.3k-2

welded structures on which Seller will perform further work. Subcontractor shall be responsible for the value of materials supplied.

- (b) Seller shall only use buyer or customer designated or approved external providers, including process sources (e.g. special processes).
- (c) Seller shall flow down all applicable requirements, including customer requirements to every level of the supply chain.<sup>2</sup>

## **5. DEFECTIVE ARTICLES-**

In the event any article furnished hereunder is defective in material or workmanship or otherwise not in conformity with the requirements of this order, BCI shall have the right to: (1) reject the article and require its replacement or correction; (2) require its correction in place; (3) accept it with an equitable adjustment in price; (4) correct it without prior notice to Seller and charge Seller the costs thereof when, in BCI's judgment, time will not permit correction or replacement by Seller, or when damage to BCI would otherwise be mitigated thereby; or (5) require replacement without first returning the defective article to the Seller where damage to BCI would be mitigated thereby. BCI reserves the right to charge Seller the costs of re-inspection of articles rejected, if after being requested by BCI, Seller fails promptly to replace or correct any defective articles. BCI (1) may replace or correct such article, and charge Seller the cost thereof, or (2) may without further notice terminate this order for default. Seller agrees to defend indemnity and hold Buyer harmless from any and all damages resulting from the furnishing of defective supplies hereunder by Seller. Seller shall notify BCI of any nonconforming product or nonconformity affecting product furnished under this order, within five days of initial discovery and make arrangements for BCI to approve the disposition of such non-conformances.<sup>3</sup>

## **6. WARRANTIES-**

Except as otherwise provided in this clause, Seller warrants that all items delivered under this contract will conform to applicable drawings, specifications, samples and/or other descriptions furnished as specified by the Buyer. Seller shall furnish three (3) copies of its applicable standard warranty or guarantee. All warranties and guarantees shall be equally applicable to The Bechdon Company, Inc. and its customers. Where the items are manufactured pursuant to designs and specifications furnished by Buyer, Seller warrants only that the items will conform to such designs and specifications and will be of good material and workmanship. Notwithstanding the clause in this contract entitled "Quality Control and Inspection" nor any provisions therein respecting acceptance, the warranties of Seller, together with its service warranties and guarantees and, as permitted, warranties from its suppliers, if any shall run to Buyer and its customers, and shall exist notwithstanding the acceptance by Buyer or Government of all or a part of the items delivered hereunder.

## **7. CHANGES-**

- (a) Seller will notify Buyer of any changes in product and/or process, changes of suppliers, changes of manufacturing facility location and where required, obtain Buyer's approval.<sup>4</sup> Buyer may at any time by written notice and without notice to sureties or assignees, make changes within the general scope of this order in any one or more at the following: (i) drawings, designs, or specifications, (ii) method of shipping or packing, (iii) place of inspection, acceptance or point of delivery, (iv) delivery schedule, should any such change in increase or decrease the cost of, or the time required for performance of this order, an equitable adjustment may be requested by Seller or Buyer in the price, delivery schedule or both. No claim by Seller for such adjustment will be valid unless submitted to Buyer within thirty (30) days from date of such change. The claim should be accompanied by an estimate of charges for redundant material, work in process, or both. Any claim for the cost of redundant material or work in process may be required to be on the forms and in the detail prescribed by the Federal Acquisitions Regulations and will not be valid unless submitted within six (6) months from the date of such change. Nothing contained in this clause shall relieve Seller from proceeding without delay in the performance of this order as changed.

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<sup>2</sup> AS9100D 8.4.3k-6

<sup>3</sup> AS9100D 8.4.3k-3

<sup>4</sup> AS9100D 8.4.3k-5

(b) Only an authorized member of BCI's Purchasing Department has the authority to agree expressly or implicitly to any changes in the Terms and Conditions of this order.

#### **8. GOVERNING LAW-**

The Buyer and Seller agree that this order shall be governed by and subject to the Uniform Commercial Code as enacted in the State of Maryland.

#### **9. DISPUTES-**

Except as otherwise provided in this order, any dispute arising under this order, which is not disposed of by agreement, shall be decided by BCI. Such decision shall be reduced to writing and a copy thereof mailed to the Seller. Within thirty days after date of receipt of such copy, Seller may notify BCI in writing of its disagreement with said decision. In the absence of such notice said decision shall be final. If such notice is received, Seller and BCI agree to submit the dispute to binding arbitration in Washington, D.C. before a single arbiter, in accordance with the rules of the American Arbitration Association of New York. Pending a final determination of a dispute hereunder, Seller shall diligently proceed with the performance of this order in accordance with the decision of BCI.

#### **10. TERMINATION FOR DEFAULT-**

In the event Seller shall (1) fail to perform this order within the time provided, or any extension thereof; or (2) fail to perform any of the other provisions of this order, and not cure such failure within ten days after receipt of notice from BCI specifying such default; or (3) become insolvent or fail to provide additional assurances of financial solvency upon BCI's reasonable request; BCI shall have the right, upon written notice to Seller to terminate this order in whole or in part. In the event of such termination BCI shall have the right, at its option, to require Seller to transfer title to and deliver, as BCI may direct, any completed or partially completed articles and any materials acquired for the performance of this order. BCI shall pay Seller the order price for any acceptable completed articles so transferred. Payment for partially completed articles or materials so transferred shall be in dispute within the meaning of the clause herein entitled "Disputes". BCI shall, in the event of such termination, have the right to fabricate and/or procure articles so terminated and to hold Seller accountable for any costs incurred above the face value of this order. Seller shall also be held accountable to BCI for any legal fees and costs incurred by BCI in the prosecution of its rights under this clause. If, after notice of termination of this order under the provisions of this clause, it is determined that Seller was not in default under the provisions of this clause, such termination shall be considered to have been issued under the provisions of the clause entitled "Termination" and the rights and obligations of BCI and Seller shall be as set forth therein. Nothing in this clause shall excuse the Seller from continuing the performance of this order to the extent not terminated. The rights and remedies of BCI under this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

#### **11. GOVERNMENT AND BCI PROPERTY-**

If in connection with the performance of this order any Government property is furnished to Seller, the right and duties of the Seller with respect to such property shall be determined in accordance with the Government-Furnished Property clause set forth in the Federal Acquisitions Regulations for use in fixed price supply contracts, as the same is in effect on the date of this order. If BCI furnished Seller with any BCI property for the performance of this order, Seller shall carry insurance in an amount satisfactory to BCI to cover the full loss while such property is in the Seller's care, custody and control. Title to all material, designs, tools, patterns, drawings, specifications and other information supplied by Buyer to Seller for use in the manufacture of the goods hereunder shall remain in Buyer, except items identified as Government property shall remain in the Government.

#### **12. RESPONSIBILITY FOR PROPERTY-**

- (a) Seller shall be responsible to the extent of its legal liability for the loss of or damage to property of Buyer caused by the negligence or wrongful acts or omissions of Seller, its representatives, agents, or employees. Seller shall include nothing in its prices for direct damage insurance on property of Buyer, as Buyer for its sole benefit insures such property.
- (b) Seller shall be liable for any loss or destruction of or damage to Government property furnished by the Government or Buyer and shall be responsible for returning any such property in as good condition as

when received, except for reasonable wear and tear or for the utilization of it in accordance with the provisions of this order.

### **13. TAXES AND DUTIES-**

Except as Buyer has otherwise provided in this contract, the contract price includes all applicable Federal, State and Local Taxes and duties.

### **14. INTELLECTUAL PROPERTY RIGHTS, DISCLOSURES-**

No information or knowledge heretofore or hereafter disclosed to BCI in the performance of, or in connection with, this order shall be deemed to be confidential or proprietary, unless otherwise expressly agreed to in writing by BCI, and any such information or knowledge shall be free from any restrictions (other than a claim for patent infringements) as part of the consideration of this order.

### **15. INTELLECTUAL PROPERTY INFRINGEMENT WARRENTY AND INDEMNITY, PATENTS AND RELATED CLAUSES-**

(a) Infringement. Seller, at its own expense shall defend any suit or proceeding brought against Buyer, its agents or customers for infringement of any U.S. patent based upon the use or sale of any goods or parts thereof delivered under this purchase order/contract, where such goods or parts thereof are normally offered by Seller on the open market or are custom-made in accordance with designs or formulations fixed by Seller, provided further, Buyer promptly notifies Seller of the commencement of any such suit or proceeding and subsequently gives authority, information and assistance, upon the request of the Seller, at the Sellers expense, for the defense of same. Seller shall pay all damages and costs awarded in the suit against the Buyer and shall indemnify Buyer if Buyer pays any such damages and costs. Where the use or sale of such goods or parts thereof is enjoyed, Seller shall, at its own expense, in respect to such goods or parts thereof, either obtain for Buyer a license to continue their use or sale, modify them so as to make them substantially equal but non infringing, replace them with goods or parts thereof that are substantially equal but not infringing, or remove them and refund the purchase price to Buyer and any transportation and installation costs incurred by Buyer.

### **16. INDEMNIFICATION-**

In the event Seller, its employees, agents, subcontractors and/or lower-tier subcontractors enter premises occupied by or under the control of Buyer in the performance of this order, Seller shall indemnify and hold harmless Buyer, its officers and employees from any loss, cost, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as result of, or in connection with such performance occasioned in whole or in part by the actions or omissions of Seller, its employees, agents, subcontractors and/or lower-tier subcontractors, without in any way limiting the foregoing undertakings.

### **17. INSURANCE-**

Seller and its subcontractors and lower-tier subcontractors shall maintain Public Liability and Property Damage Insurance in reasonable limits covering the obligations set forth above and shall maintain proper Workmen's Compensation Insurance covering all employees performing this order.

### **18. LABOR DISPUTES-**

Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof to Buyer. Seller shall insert the substance of this provision in its orders issued hereunder.

### **19. COMPLIANCE WITH LAWS-**

- (a) Seller shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances. In addition, Seller agrees to promptly provide Buyer any and all information and certifications requested by Buyer in this regard.
- (b) Seller shall maintain environmental, health and safety management systems as appropriate to ensure compliance with applicable federal, state and local requirements. Seller further agrees to continuously promote a safe and healthy workplace and a sustainable environment related to water and air quality,

water and energy conservation, greenhouse gas emission reductions, solid and hazardous waste reductions. Seller shall convey the requirement of this clause to its suppliers.

**20. NOTIFICATION OF STATUS CHANGES-**

- (a) By accepting this Order, Seller certifies that all representations and certifications applicable to this Order, remain valid. If Seller's status under any of the applicable representations and certifications has changed, Seller must complete and submit to Buyer revised representations and certifications prior to taking any action indicating acceptance as stated on the face of this Order.
- (b) Seller agrees to provide prompt notification to Buyer of any event or change in circumstances that could affect Seller's performance under this Order such as ineligibility to contract with U.S.G., debarment, assignment of consent agreement, initiation or existence of a U.S.G. investigation, change in place of performance, decrease in manufacturing capacity, diminishing manufacturing sources or material shortages, increase in production requirements, labor reductions, financial or organizational conflicts of interest, and significant financial conditions requiring any of the preceding changes.
- (c) Failure to provide the notice under this clause shall be deemed a material breach of this Order.

**21. DISCLOSURE OF INFORMATION-** Seller shall not, without the prior written consent of Buyer, disclose information relative to this order, except as may be required to insure performance.

**22. PARTIAL INVALIDITY, NONWAIVER, REMEDIES-** The invalidity, in whole or in part, of any terms or condition of this order shall not affect the validity of other terms or conditions.

**23. SUSPECT/COUNTERFIT PARTS<sup>5</sup>-**

- (a) This clause is applicable to all Orders. If DFARS 252.246-7007 and DFARS 252.246-7008 are also applicable to this Order, the provisions of paragraphs (a) – (e) of DFARS 252.246-7007, including its definition of "electronic parts," are incorporated in this paragraph by reference and "Contracting Officer" shall mean "Buyer". Seller shall establish and maintain a material authenticity process that ensures the requirements of these clauses or other authenticity requirements in this Order are met. Seller's obligation to substantiate authenticity shall survive acceptance of and payment for Products delivered under this Order.
- (b) Seller shall not furnish suspect counterfeit or counterfeit parts to Buyer under this Order. All material delivered under this Order shall be authentic and traceable to the original manufacturer. Seller shall provide authenticity and traceability records to Buyer upon request. Seller shall immediately notify Buyer if Seller cannot provide electronic parts, components, and/or assemblies traceable to the original component manufacturer or the original equipment manufacturer. Upon receipt of such notification, Buyer reserves the right to terminate this Order at no cost to Buyer or require specific material validation test and inspection protocol requirements to Seller.
- (c) If suspect counterfeit or counterfeit parts are furnished under this Order and are found in any of the Products delivered hereunder, such items will be impounded by Buyer. Seller shall promptly replace such suspect/counterfeit parts with parts acceptable to the Buyer. Seller shall be liable for all costs relating to the removal and replacement of said parts, including without limitation Buyer's external and internal costs of removing such suspect/counterfeit parts, of reinserting replacement parts and of any testing or validation necessitated by the reinstallation of Seller's Products after suspect/counterfeit parts have been exchanged. Buyer's remedies described herein shall not be limited by any other clause agreed upon between Buyer and Seller in this Order and are in addition to any remedies Buyer may have at law, equity or otherwise under this Order. At Buyer's request, Seller shall return any removed suspect counterfeit or counterfeit parts to Buyer in order that Buyer may turn such parts over to its U.S.G. customer for further investigation. For purposes of this clause, Seller agrees that any U.S.G. directive/information or GIDEP alert, indicating that such parts are suspect counterfeit or counterfeit, shall be deemed definitive evidence that Seller's Products contain suspect counterfeit or counterfeit parts.
- (d) Seller agrees to insert the substance of this clause, including this sentence, in any lower tier subcontract.

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<sup>5</sup> AS9100D 8.4.3k-4

#### **24. SUPPLIER'S COMMITMENT-<sup>6</sup>**

Seller agrees to ensure that persons involved in the performance of this order are aware of:

- (a) their contribution to product or service conformity;
- (b) their contribution to product safety;
- (c) the importance of ethical behavior.

#### **25. SELLER'S PERFORMANCE<sup>7</sup>**

Control and monitoring of seller's performance shall be performed by the Buyer. Seller is required to maintain satisfactory performance status by meeting goals for Delivery and Product Quality.

#### **26. RELEASE OF PRODUCTS AND SERVICES<sup>8</sup>**

Release of products and services to the Buyer is only permitted at the conclusion of all planned Inspection and Verification activities or with approval from the Buyer.

#### **GENERAL PROVISIONS – PRODUCTS:** (Does not apply to orders strictly for Services)

#### **27. DELIVERY, SOURCING-**

- (a) BCI's production schedules are based upon the agreement that the order will be completed in accordance with the schedules set forth herein. All articles must be suitably packed and prepared for shipment. No charges will be paid by BCI for packing, crating, or cartage unless stated in this order. Seller assumes all risks for failure to ship in accordance with the routing instructions set forth in this order.
- (b) Buyer reserves the right to reject or return to Seller at Seller's risk and expense all articles or materials shipped which are in excess of or in advance of the time specified for delivery or to defer payment for advance deliveries until specified delivery date.
- (c) If Seller is unable to meet the required delivery schedules for any reason, other than a change directed by Buyer, Buyer shall have the option to (1) terminate this Order, or (2) fill such Order or any portion thereof, from sources other than Seller and to reduce Seller's Order quantities accordingly at no increase in unit price, without any penalty to Buyer, or (3) accept late delivery and recover from Seller any costs Buyer incurs caused by the late delivery. This condition shall not limit Buyer's other rights and remedies Buyer may otherwise have under this Order or applicable law.
- (d) If Seller intends to source or ship direct from outside of the U.S. to Buyer then, in addition to complying with all applicable Export Regulations, Seller shall provide the name, country and contact information of the non-U.S. sources within ten (10) days after Order acceptance. Seller proposed sources outside of the U.S. must have a reputation for honesty and a company policy prohibiting bribes and facilitating payments intended to expedite or secure performance of a routine governmental action, such as, customs clearance. Buyer retains the right to deny Seller's use of Seller proposed sources within thirty (30) days of Seller notification. Seller shall ensure that Buyer's purchase does not transit through one of the proscribed countries listed in U.S. ITAR, 22 C.F.R. 126.1.

#### **28. PACKAGING, PACKING, SHIPPING, RESPONSIBILITY FOR SUPPLIES-**

- (a) Unless otherwise specified (i) all packaging and crating by Seller shall be in compliance with carriers' tariffs and in suitable containers for protection in shipment and storage, and (ii) the price or prices include all charges for Seller's packing and crating, and for transportation to the F.O.B. point.
- (b) Seller shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point, regardless of the point of inspection. After delivery to Buyer at the designated point and prior to acceptance by Buyer or rejection and giving notice thereof by Buyer; Buyer shall be responsible for the loss or destruction of or damage to the supplies. Seller shall bear all risks as to rejected supplies except that Buyer shall be responsible for the loss or destruction of or damage to the rejected supplies only if such loss, destruction or damage results from the negligence of officers, agents or employees of Buyer acting within the scope of their employment.

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<sup>6</sup> AS9100D 8.4.3m

<sup>7</sup> AS9100D 8.4.3e

<sup>8</sup> AS9100D 8.4.3b-3

## 29. INVOICE, TRANSPORTATION-

When freight charges are to be borne by Seller, ship prepaid. When freight charges are to be borne by Buyer, prepay freight and bill. Regardless of F.O.B. point stated title passes upon receipt of destination. Accordingly, Seller bears risk of damage or loss in transit.

## 30. INSPECTION AND QUALITY CONTROL-<sup>9</sup>

- (a) All supplies ordered shall be subject to inspection or verification by Buyer, Buyer's customer and/or regulatory authority (i) during the period of manufacture at Seller's facility (***applicable areas of facilities and to applicable documented information, at any level of the supply chain***), and (ii) prior to shipment at Seller's facility, and (iii) shall be subject to final inspection and acceptance at destination, within 30 days after receipt thereof, notwithstanding any prior payment, inspection, or acceptance.<sup>10</sup> Without limitation Buyer may determine acceptance or rejection of the supplies by using a Buyer approved sampling technique similar to or the same as that ascribed in ANSI/ASQ Z1.4 or MIL STD 105.<sup>11</sup> Buyer may reject and hold at Seller's expense, subject to Seller's disposal, all supplies not conforming to applicable specifications, drawings, samples or descriptions without limiting any other rights it may have. Buyer at its option may require Seller (i) to repair or replace at Seller's expense any item or supplies ordered which fails to meet the requirements of applicable specifications, drawings, samples or descriptions, or (ii) to refund the price of any such item. Rejected supplies shall not be retendered to Buyer by Seller unless notification of such past rejection is submitted with the retender and Buyer has consented to such retender. Buyer, at his option, may rework and charge costs to Seller.
- (b) Seller shall implement and maintain a quality control system acceptable to Buyer.<sup>12</sup>
- (c) Inspection on premises of supplier can be made at a convenient time. The supplier without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Buyer, in the performance of their duties. All inspection on premises by the Buyer shall be performed in such manner as not to unduly delay the work.

## 31. SUPPLY OF DATA-

- (a) For the supplies ordered herein, unless otherwise specified in the purchase order/contract, Seller shall furnish with each delivery lot one complete set of form, fit, function, operations and maintenance data in addition to any other data customarily furnished to buyers of the same or similar supplies. In the event of Seller's failure so to do, Buyer may demand such data at any time within two years from date of delivery of the supplies.
- (b) Seller shall maintain records providing evidence of conformity to Buyer and Buyer's Customer requirements and the effect of Seller's quality management system in relation to this procurement. Records shall remain legible, readily identifiable and retrievable for the greater of; seven years or the retention period identified in this order.<sup>13</sup>
- (c) Seller shall not use, duplicate or disclose any data, designs, or other information belonging to or supplied by on behalf of Buyer, except in the performance of orders for Buyer. Upon Buyer's request such data, designs, or other information and any copies thereof shall be returned to Buyer. Notwithstanding any other provisions of this order to the extent the Government has received from Buyer the right to authorize such use by Seller. Seller may utilize Buyer's data and information in the manufacture of articles for direct sale to the Government, provided, however, that Seller shall (i) Give Buyer prior written notice of each such proposed use. (ii) Prominently identify to the extent possible, such article as being manufactured by Seller for direct sale to the Government, and (iii) make no claim against Buyer, which arises out of use by Seller of such data and information. Where Buyer's data, designs or other information are furnished to Seller's suppliers for procurement of supplies by Seller for use in the performance of Buyer's orders, Seller shall insert the substance of this provision in its orders.

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<sup>9</sup> AS9100D 8.4.3i

<sup>10</sup> AS9100D 8.4.3l

<sup>11</sup> AS9100D 8.4.3j

<sup>12</sup> AS9100D 8.4.3k-1

<sup>13</sup> AS9100D 8.4.3k-8

(d) Any information or data which Seller may disclose or furnish to Buyer with respect to the supplies covered by this purchase order/contract, shall be deemed to have been disclosed or furnished as part of the consideration for this purchase order/contract and Seller shall not assert any claim against Buyer by reason of Buyer's use thereof.

### **32. CONFLICT MINERALS-**

If Seller is providing Products to Buyer under this Order, Seller shall use commercially reasonable efforts to:

- (a) identify whether such Products contain tin, tantalum, gold or tungsten;
- (b) determine whether any such minerals originated in covered countries, as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"); and
- (c) perform appropriate due diligence on its supply chain in support of Buyer's obligations under the Act.

In addition, Seller shall, as soon as reasonably practicable following the completion of the calendar year, provide a completed Conflict Minerals Reporting Template, using the form found at <http://www.conflictreesourcing.org/conflict-minerals-reporting-template/>. If requested, Seller will promptly provide information or representations that Buyer reasonably believes are required to meet Buyer's conflict minerals compliance obligations.

### **GENERAL PROVISIONS – SERVICES:** (Does not apply to orders strictly for Products)

### **33. SELLER'S EMPLOYEES-**

- (a) Employees of Seller who perform Services under this Order shall be citizens of the U.S., its possessions or territories, or lawful permanent residents as defined by 8 U.S.C. 1101(a)(20), or protected individuals as defined by 8 U.S.C. 1324b(a)(3). Seller shall provide certification of compliance upon Buyer request. Seller shall promptly notify Buyer of any changes to the certification.
- (b) Equal Opportunity- Executive Order No. 11375 dated October 13, 1967 and Title 7 Civil Rights Act of 1964 state that discrimination in employment between races, creed, color, sex, age, or national origin is contrary to the constitutional principles and policies of the United States. In connection with tile performance of work under this contract, the Seller agrees to comply with the rules and regulations under FAR Sec. 12-4.

### **GENERAL PROVISIONS – FAR/DFARS CLAUSES:**

#### **32. FAR/DFARS CLAUSES:**

**DFARS 252.225-7008**, Restriction on acquisition of Specialty Metals (Raw Material).

**DFARS 252.225.7009**, Restriction on acquisition of certain articles containing Specialty Metals (Hardware).

**Revised: 1/29/18**