

Clause Number	Standard Purchase Order Terms and Conditions
1	<p><b>DELIVERY:</b> Seller shall follow the delivery schedule as specified on the purchase order and delivery shall be made by Seller at such times and places and of such items and quantities as may from time to time be specified by Buyer. In the event of any anticipated or actual delay, Seller shall promptly notify the Buyer in writing of the reasons for the delay and the actions being taken to minimize the delay. If a delay is due to causes beyond Seller's control, and when applicable, its subcontractor's control, and without fault or negligence of either of them, Buyer may, at its sole discretion, either to adjust the delivery schedule or terminate the order for convenience. Parts fabricated in excess or in advance of Buyers release are at Sellers risk. Buyer reserves the right, without loss of discount privileges, to pay invoices covering items shipped in advance of the schedule on the normal maturity after the date specified for delivery.</p>
2	<p><b>TRANSPORTATION CHARGES:</b> Unless otherwise specified herein, transportation charges shall be prepaid and separately invoiced to Buyer. No insurance or premium transportation costs will be allowed unless authorized by Buyer. Risk of loss, regardless of cause, is Seller's responsibility until the supplies / services / data are delivered. If Seller is delinquent in delivery, Buyer may require shipment by the fastest means available, and any premium transportation charges therefore shall be Seller's responsibility.</p>
3	<p><b>PACKAGING REQUIREMENTS:</b> For all packaging requirements, the price of this order shall include all charges for such packaging materials, and Seller shall mark the Subcontract Number on each container and include a packing slip with each shipment. Shipments received at Buyer's facility not in accordance with the requirements specified herein may be refused by Buyer. Any damage caused by failure to comply with the specified requirements shall be the full responsibility of the Seller. Unless otherwise specified below by an <b>X</b>, all packaging shall comply with best commercial practice and applicable carrier's regulations, and shall consist of suitable containers for optimum protection of articles, and to facilitate in plant handling and storage.</p>
	<p>a. ASTM-D3951-98: Standard Practice for Commercial Packaging (document available at <a href="http://www.astm.org">www.astm.org</a>)</p>
	<p>b. MIL-STD-2073-1: DOD Standard Practice for Military Packaging (document available at <a href="http://assist.daps.dla.mil/quicksearch/">http://assist.daps.dla.mil/quicksearch/</a>)</p>
4	<p><b>ACCEPTANCE, ACKNOWLEDGMENT AND TERMS:</b> This Contract shall become the exclusive agreement between the parties for the articles, subject to the terms and conditions hereof, when accepted by acknowledgment or commencement of performance communication to the Buyer by the Seller. Additional or different terms or variances thereof proposed or made by Seller shall not be applicable unless accepted in writing and signed by Buyer. The headings used in this order are for convenience only and shall not alter or change the meaning of the context herein.</p>
5	<p><b>DEFINITIONS:</b> As used herein "order" or "purchase order" means this Contract; "articles" means all supplies, materials, products, data, tangible and intangible property, services, or other items to be furnished by Seller under this order. "FAR" means Federal Acquisition Regulations in effect on the date of this order unless a revision date is specified; "contracting officer" means any officer or civilian employee of the Government that is duly authorized and designated as a contracting officer for the contract to which this order pertains, and includes the authorized representative of the contracting officer when acting within the scope of his authority. (FAR regulations may be obtained at <a href="http://www.acquisition.gov/far/">www.acquisition.gov/far/</a>)</p>

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6	<p><b>WARRANTY:</b>            Seller warrants that the products and services delivered to Buyer shall be free from defects in material and workmanship, provided that the unit has not been subjected to accident, abuse, or misuse, and that the unit has been operated in accordance with the Seller's recommendations. Such warranty shall be effective for twelve (12) months after Seller's delivery unless a different term has otherwise been agreed to in writing by Seller. If a product is determined to be in breach of this warranty, Seller liability shall be to repair or replace such product or grant a credit for the purchase price (at Seller's sole discretion and option), which shall be Buyer's sole remedy for such breach of warranty. Software is warranted, if at all, only to the extent provided in the applicable software license, and Seller makes no warranty or representation that the operation of software will be uninterrupted, error free, or that it will meet Buyer's specific requirements. Seller disclaims all liability with respect to customer data, including software, stored in returned products. The warranty does not cover malfunctions, failures or defects resulting from abuse, misuse, accident, alteration, neglect, improper maintenance, or unauthorized or improper repair or installation. EXCEPT AS PROVIDED HEREIN SELLER MAKES NO WARRANTIES OF ANY KIND, EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER STATUTORY OR OTHERWISE, AND BUYER WAIVES ALL OTHER WARRANTIES, OBLIGATION OR LIABILITIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION AN IMPLIED WARRANTY OF COMMERCIAL ACCEPTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY MAY NOT BE EXTENDED OR ALTERED EXCEPT BY WRITTEN AUTHORIZATION OF Seller.</p>	
7	<p><b>TERMINATION FOR DEFAULT:</b></p>	
	a.	<p>Buyer may, subject to the provisions below, by written notice of default to Seller, terminate the whole or any part of this Contract in any one of the following circumstances: (i) if Seller fails to make delivery of the supplies or to perform the services of this Contract within the time specified herein or any extension thereof; or (ii) if Seller fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as Buyer may authorize in writing) after receipt of notice from Buyer specifying such failure.</p>
	b.	<p>In the event Buyer terminates this Contract in whole or in part as provided in subparagraph (a) of this clause, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, supplies or services similar to those so terminated, and Seller shall be liable to Buyer for any excess costs for such similar supplies or services; provided, that Seller shall continue the performance of this Contract to the extent not canceled under the provisions of this clause.</p>
	c.	<p>Except with respect to defaults of subcontractors, Seller shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the controls and without the fault or negligence of Seller. Such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform must be beyond the control and without the fault of negligence of Seller.</p>
	d.	<p>If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Seller and the subcontractor, and without the fault or negligence of either of them, Seller shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedule. The term(s) subcontractor(s) shall mean subcontractor(s) at any tier.</p>

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	e.	If this Contract is terminated as provided in subparagraph (a) above, Buyer, in addition to any other rights provided in this Contract, may require Seller to transfer title and deliver to Buyer or the Government, in the manner and to the extent directed by Buyer, (i) any completed goods, and (ii) such partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as Seller has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated; and Seller shall, upon direction of Buyer, protect and preserve property in the possession of Seller in which Buyer or the Government has an interest. Payment for manufacturing materials delivered to and accepted by Buyer and for the protection and preservation of property shall be in an amount agreed upon by Buyer and Seller; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the paragraph of this Contract entitled "Disputes". Buyer may withhold from amounts otherwise due Seller for such completed supplies or manufacturing materials such sum as Buyer determines to be necessary to protect Buyer or the Government against loss because of outstanding liens or claims of former lien holders or for damages otherwise caused by Seller's failure to perform its obligations under this Contract.
	f.	If after notice of termination of this Contract under the provisions of this paragraph, it is determined for any reason that Seller was not in default under the provisions above, or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the "Termination for Convenience" paragraph of this document.
	g.	The rights and remedies of Buyer provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
8	<p><b>TERMINATION FOR CONVENIENCE:</b> Buyer may at any time by written notice terminate all or any part of this Contract for Buyer's convenience. If this Contract is terminated, in whole or in part, for Buyer's convenience, Seller shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual reasonable cost paid by Seller for the actual labor and material reasonably used by Seller to perform the work under this Contract to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to Seller for (i) any anticipatory profits related to work under this Contract not yet performed, or (ii) costs incurred due to Seller's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Contract for the effort terminated. If a Government contract number is cited on the face of this Contract, a termination for Buyer's convenience shall be accomplished in accordance with FAR 52.249, as in effect on the date of this Contract, which shall be controlling over any conflicting provisions hereof. Timelines and schedules for subcontractors under FAR 52.249 are hereby reduced by 50%.</p>	
9	<p><b>STOP WORK ORDER:</b></p>	
	a.	Buyer may at any time, by written notice to Seller, require Seller to stop all or part of the work called for by this Contract for a period of up to ninety (90) days after the notice is delivered to Seller ("Stop Work Order"). Upon receipt of the Stop Work Order, Seller shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Seller, or within any extension of that period to which the parties shall have agreed, Buyer shall either cancel the Stop Work Order or terminate the effort covered by this Contract as provided in the "Termination for Default" or the Termination for Convenience" paragraphs of this Contract document, whichever may be appropriate.
	b.	Seller shall resume work upon cancellation or expiration of any Stop Work Order. An equitable adjustment shall be made in the delivery schedule or price hereunder, or both, and this Contract shall be modified in writing accordingly, if the Stop Work Order results in an increase in time required for the performance of this order or in Seller's costs properly allocable thereto. The amount of any adjustment in the Contract price shall be determined as provided in the "Changes" paragraph of this Contract document.
	c.	The Buyer shall not be liable to the Seller for damages or loss of profits due to a Stop Work Order issued under this clause.
10	<p><b>CONTRACT CHANGE ORDERS:</b></p>	

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	a.	Buyer may at any time, by a written change order, issued by an authorized purchasing representative, and without notice to sureties or assignees, make changes within the general scope of this order in any one or more of the following: (1) drawings, designs or specifications; (2) method of shipping or packing; (3) place of inspection, acceptance or point of delivery; (4) delivery schedule; (5) Stop Work Order. Should any such change increase or decrease the cost of, or the time required for performance of this order, an equitable adjustment shall be made in the Contract price and/or delivery schedule, and the order shall be modified in writing accordingly. Any claim for adjustment under this clause shall be deemed waived unless asserted in writing within thirty (30) days from the date of the change order, provided, however, the Buyer, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Any such claim must set forth a Total itemization of the amount of an increase or decrease in the cost of performance resulting from the change.
	b.	All articles covered hereunder shall be manufactured in accordance with this order and such changes thereto as are subsequently authorized by a written change order issued by said authorized purchasing representative of Buyer. Nothing in this clause shall excuse Seller from proceeding with the contract as changed.
	c.	Buyer's engineering and technical personnel may from time to time render assistance or give technical advice to, or affect an exchange of information with Seller's personnel in a liaison effort concerning the articles to be furnished hereunder. However, such exchange of information or advice shall not vest Seller with the authority to change the articles hereunder or the provisions of the order, nor shall such change in articles or the provisions of the order be binding upon Buyer unless incorporated in a written change order in accordance with paragraph (a) hereof.
	d.	Where the cost of property made obsolete or excess as a result of change order is included in the Seller's claim for adjustment pursuant to this clause. Buyer shall have the right to prescribe the manner of disposition of such property.
11	<p><b>BUYER'S ASSISTANCE AND COOPERATION</b>            During Seller's performance of this Contract, Buyer may, without obligation to, provide assistance to, or cooperate with, Seller in activities that facilitate the proper performance and completion of this Contract by Seller. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting manufacturing deficiencies or other problems; (ii) acquiescing in a change of manufacturing facilities or location; (iii) refraining from strict enforcement of time schedule requirements under the Contract; (iv) permitting use of test materials or documentation not performed or produced under the Contract. Such assistance or cooperation by Buyer shall not be construed, and Seller agrees that it may not claim that any such assistance or cooperation operates, to relieve Seller from complete, proper and punctual performance of all of Seller's obligations under this Contract.</p>	
12	<p><b>INDEMNIFICATION:</b>            In the event Seller, its employees, agents and subcontractors at any time 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 a result of, or in connection with such performance occasioned in whole or in part by the actions or omissions of Seller, its employees, agents and subcontractors.</p>	
13	<p><b>SELLER CONTACTS WITH BUYER'S CUSTOMER AND OTHER SUPPLIERS:</b>            If Seller is a subcontractor to Buyer under a Buyer prime contract, Buyer shall be responsible for all liaisons and communications with Buyer's customer and Buyer's other suppliers for the terms of this Contract. Seller shall not communicate with Buyer's customer and Buyer's other suppliers regarding this Contract unless authorized to do so by the Buyer in writing.</p>	
14	<p><b>BUYER'S PROPERTY:</b>            All tools, dies, jigs, patterns, equipment, material, industrial property or other items purchased, furnished, charged to or paid for by Buyer, and any replacement thereof, shall remain the property of Buyer. Such property shall be plainly marked to show it is the property of Buyer, and shall be safely stored apart from other property. Seller shall not substitute other property for Buyer's property and shall not use such property except in filling Buyer's orders; Seller shall hold such property at its own risk and, upon Buyer's written request shall redeliver the property to Buyer in the same condition as originally received by Seller, reasonable wear and tear accepted.</p>	

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15	<p>The ideas, information, designs, drawings, specifications, photographs and other engineering research, business and manufacturing technical data supplied by Buyer, shall remain Buyer's property. Such data shall be retained in confidence by Seller and not disclosed to any other person or entity, and shall not be used or incorporated into any product or item later manufactured or assembled by Seller for anyone other than Buyer. Any patented or unpatented materials, technology or technical data concerning Seller's processes, present or contemplated products or their uses which Seller may disclose to employees of Buyer in connection with the ordering, acquisition and use by Buyer of the goods or services covered by this order shall, unless otherwise specifically agreed to, in writing, be deemed to have been disclosed as a part of the consideration for this order, and Seller agrees not to assert any claim (other than a claim for patent infringement) against Buyer by reason of any use or alleged use to which any such information or knowledge may be put to by Buyer.</p> <p><i>Any technical data provided to Seller is for use within the U.S., by U.S. persons only. Use outside to U.S. or by Non-U.S. persons may require U.S. Department of State DTC license in accordance with ITAR regulations. CWCEL accepts no liability for the procurement of or related expense of such license. Diversion contrary to U.S. law is prohibited.</i> All documents, including electronic, provided to Buyer shall contain this italicized statement.</p>
16	<p><b>PATENT, TRADEMARK AND COPYRIGHT INDEMNITY:</b> Seller agrees to indemnify Buyer and hold it harmless from and against all claims, loss, liability, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademarks, patent or copyright infringements or litigation based thereon, with respect to the articles or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment therefore by the Buyer. Buyer agrees to give Seller prompt notice in writing of any suit for infringement and such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof.</p>
17	<p><b>ASSIGNMENT:</b> Seller agrees not to assign its rights or delegate its duties under this order without the prior written consent of Buyer. This prohibition of assignment and delegation extends to all assignments and delegations that may lawfully be prohibited: Buyer shall be furnished with two signed copies of any assignment which is not prohibited by this clause or which is consented to by Buyer. Payment to an assignee in accordance with any such assignment shall be subject to set off or recoupment for any present or future claim or claims which buyer may have against Seller or assignee except to the extent that any such claims are expressly waived in writing by Buyer. Buyer reserves the right to make, without notice to the assignee, direct settlements and/or adjustments in price with Seller under the terms of this order notwithstanding any assignment of monies due or to become due hereunder.</p>
18	<p><b>SUBCONTRACTING:</b> Seller agrees to obtain Buyer's written approval before subcontracting this Contract or any substantial portion thereof; provided however, that this limitation shall not apply to the purchase by Seller of standard commercial supplies or raw material.</p>
19	<p><b>COMPLIANCE:</b> Seller shall comply with all applicable laws, executive orders, ordinances and regulations. Without limiting the generality of the foregoing Seller certifies that the items were produced in compliance with the Fair Standards Labor Act of 1938, and the applicable portions of the Civil Rights Act and all regulations issued there under, including certification of his facilities being non-segregated as required by an order relating to the Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed Reg.7439, May 19, 1967).</p>
20	<p><b>DISPUTES:</b> This agreement shall be interpreted in accordance with the laws of the State of California. By entering into this agreement, Seller irrevocably consents to the jurisdiction of the courts located in the State of California. Buyer and Seller shall exercise their best efforts to settle by agreement all disputes arising hereunder. If agreement can not be reached, the parties shall be free to exercise any legal or equitable remedies which may be available under this order and of the law applicable thereto. Notwithstanding the foregoing, Seller shall proceed diligently with the performance of this order and in accordance with Buyer's decision, pending final decision of a dispute hereunder. If this order is placed under a government contract, FAR 52.233-1 applies.</p>
21	<p><b>REMEDIES AND NON-CONTINUING WAIVER:</b> The remedies contained herein shall be cumulative and additional to any other remedies in law or equity. No waiver of a breach or failure to enforce any provisions of this order shall constitute a continuing waiver of any other provisions herein. The invalidity in whole or in part of any condition of this order shall not affect the validity of other conditions.</p>

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22	<p><b>OSHA REQUIREMENTS:</b>            Seller warrants that all items furnished on this purchase order are in complete and strict compliance with the provisions of the Occupational Safety and Health Act of 1970 (P.L. 91-596), and all regulations issued pursuant thereto, as well as any state or local laws or regulations pertaining to safety requirements. Seller specifically agrees to indemnify and save harmless Buyer from any and all costs, damages, fines or assessments resulting from failure of items covered by this purchase order to comply with the provisions of the aforesaid laws and regulations.</p>
23	<p><b>FEDERAL ACQUISITION REGULATIONS (FAR):</b>            If this order is part of a Government contract as indicated on the face of this order by the inclusion of a Government prime contract number or other indication, it is acknowledged by acceptance of this order that Seller is cognizant and aware of the following FAR clauses and will act in accordance with their intent and the intent of their incorporation herein. As used in the reference, FAR clauses, the terms "Government" and "contracting officer" shall mean "Buyer" the term "contract" shall mean this "purchase order"; and the word "contractor" shall mean "Seller". If these FAR requirements are in conflict with other terms of this purchase, the FAR requirements prevail.</p>
24	<p><b>CUSTOMS TRADE PARTNERSHIP AGAINST TERRORISM (C-TPAT) PROGRAM</b>            Buyer is supportive of Customs Trade Partnership Against Terrorism program governed by the U.S. Bureau of Customs and Border Protection. This program is designed to protect the supply chain from the introduction of terrorist contraband (weapons, explosives, biological, nuclear or chemical agents, etc.) in shipments originating from foreign suppliers. For this purchase, Seller shipments through U.S. importers, from manufacturers in foreign countries, and brokers/freight forwarders/carriers shall be with companies that are C-TPAT validated by the U.S. Customs Service. When requested, Seller shall provide evidence that the brokers/freight forwarders/carriers used are validated under C-TPAT.</p>

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	<p><b>APPLICABLE TO ORDERS UNDER \$3,000</b></p>	<p>Central Contractor Registration 52.204-7</p> <p>Equal Opportunity and Affirmative Action 52.222 et al</p>
	<p><b>APPLICABLE TO ORDERS BETWEEN \$3,000 and \$100,000</b></p>	<p>Simplified Acquisitions 52.213-4</p>
	<p><b>APPLICABLE TO ORDERS OVER \$10,000</b></p>	<p>1. Walsh-Healy Public Contracts Act 52.222-20</p> <p>2. Prohibition of Segregated Facilities 52.222-21</p> <p>3. Equal Opportunity 52.222-26</p> <p>4. Affirmative Action for Workers with Disabilities 52.222-36</p>
	<p><b>APPLICABLE TO ALL ORDERS OVER \$100,000:</b></p>	<p>1. Gratuities 52.203-3</p> <p>2. Covenant Against Contingent Fees 52.203-5</p> <p>2a. Anti-Kickback Procedures 52.203-7</p> <p>3. Price or Fee Adjustment for Illegal or Improper Activity 52.203-10</p> <p>4. Security Requirements 52.204-2</p> <p>5. Personal Identity Verification of Contractor Personnel 52.204-9</p> <p>6. Material Requirements 52.211-5</p> <p>7. Defense Priority and Allocation Requirements 52.211-15</p> <p>8. Not Used</p> <p>9. Notice to the Government of Labor Dispute 52.222-1</p> <p>10. Contract Work Hours and Safety Standards Act-Overtime Compensation 52.222-4</p> <p>11. Combating Trafficking in Persons 52.222-50</p> <p>12. Hazardous Material Identification and Material Safety Data – “Government” means “Government and Buyer” 52.223-3</p> <p>13. Pollution Prevention and Right-to-Know Information (Applicable in contracts that provide for performance on a Federal facility.) 52.223-5</p> <p>14. Notice of Radioactive Materials (Applicable in contracts for supplies which are, or which contain radioactive materials.) 52.223-7</p> <p>15. Ozone-Depleting Substances 52.223-11</p> <p>16. Privacy Act 52.224-2</p> <p>17. Buy American Act - Supplies 52.225-1</p> <p>18. Duty-Free Entry 52.225-8</p> <p>19. Restrictions on Certain Foreign Purchases 52.225-13</p> <p>20. Authorization and Consent - Alternate I 52.227-1</p> <p>21. Refund of Royalties 52.227-9</p> <p>22. Filing of Patent Applications-Classified Subject Matter 52.227-10</p> <p>23. Patent Rights-Retention by the Contractor (Short Form) 52.227-11</p> <p>24. Patent Rights-Retention by the Contractor (Long Form) 52.227-12</p> <p>25. Rights in Data - General 52.227-14</p> <p>26. Commercial Computer Software-Restricted Rights 52.227-19</p> <p>27. Insurance-Work on a Government Installation 52.228-5</p> <p>28. Industrial Resources Developed Under Defense Production Act Title III 52.234-1</p> <p>29. Accident Prevention 52.236-13</p> <p>30. Protection of Government Buildings, Equipment, and Vegetation 52.237-2</p> <p>31. Change Order Accounting 52.243-6</p> <p>32. Competition in Subcontracting 52.244-5</p> <p>33. Subcontracts for Commercial Items 52.244-6</p> <p>34. Government Property, Alternate 1, 52.245-1</p> <p>35. Use and Charges 52.245-9</p>

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		32. Restrictions on Subcontractor Sales to the Government 52.203-6 33. Anti-Kickback Procedures (less paragraph (c)(1)) 52.203-7 34. Limitation on Payments to Influence Certain Federal Transactions 52.203-12 35. Audit and Records Negotiation 52.215-2 36. Integrity of Unit Prices (less paragraph b) 52.215-14 37. Notification of Employee Rights Concerning Payment of Union Dues or Fees 52.222-39 38. Toxic Chemical Release Reporting (less paragraph (e) 52.223-14 39. Notice and Assistance Regarding Patent and Copyright Infringement 52.227-2 40. Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans 52.222-35 41. Employment Reports on Disabled Veterans and Veterans of the Vietnam Era, and other Eligible Veterans 52.222-37 42. Value Engineering 52.248-1 43. Utilization of Small Business Concerns 52.219-8
		44. Price Reduction for Defective Cost or Pricing Data 52.215-10 45. Price Reduction for Defective Cost or Pricing Data-Modifications 52.215-11 46. Subcontractor Cost or Pricing Data 52.215-12 47. Subcontractor Cost or Pricing Data-Modifications 52.215-13 48. Pension Adjustments and Asset Reversions 52.215-15 49. Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other Than Pensions 52.215-18 50. Notification of Ownership Changes 52.215-19 51. Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data 52.215-20 52. Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modification 52.215-21 53. Disputes 52.233-1
	<b>APPLICABLE TO ORDERS OVER \$550,000</b>	Small Business Subcontracting Plan – (Note to Seller: This clause requires adoption of small business subcontracting plan and reporting) 52.219-9

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	<p><b>APPLICABLE TO ALL COST PLUS, TIME &amp; MATERIAL OR LABOR HOUR ORDERS:</b></p>	<ol style="list-style-type: none"> <li>1. Facilities Capital Cost of Money 52.215-16</li> <li>2. Allowable Cost and Payment (cost reimbursement) Seller agrees to execute assignment documents in order to comply with subsection (h) 52.216-7</li> <li>3. Fixed Fee (applicable if this is a cost-plus-fixed-fee order) 52.216-8</li> <li>4. Incentive Fee (applicable if this is a cost-plus-incentive-fee order) 52.216-10</li> <li>5. Cost Contract - No Fee (applicable if this is a cost-no-fee order) 52.216-11</li> <li>6. Cost Sharing Contract No Fee (applicable if this is a cost-sharing, no-fee Order) 52.216-12</li> <li>7. Payment for Overtime Premiums (insert "0%" in paragraph (a) unless indicated otherwise on the face of this order) 52.222-2</li> <li>8. Payments under Time-and-Materials and Labor-Hour Contracts, in which "schedule" means this order, "voucher(s)" means invoice(s), "Government" means Buyer and "Contracting Officer" means Buyer's Purchasing Representative. 52.232-7</li> <li>9. Limitation of Cost (if fully funded) 52.232-20</li> <li>10. Limitation of Funds (if incrementally funded) 52.232-22</li> <li>11. Changes - Cost-Reimbursement applicable if this is a cost-reimbursement order 52.243-2</li> <li>12. Changes - Time and Material or Labor-Hours applicable if this is a time and material or labor hour order 52.243 -3</li> <li>13. Subcontracts (paragraphs (h) and (i) only apply) 52.244-2</li> <li>14. Government Property (Cost-Reimbursement, Time and Material or Labor Hour Contracts) - "Government" means "Government and Buyer". The following is substituted for paragraph (g) in cost reimbursable orders only: "Seller shall return all Government-furnished property in as good condition as when received, except for reasonable wear and tear for use of the property in accordance with the provisions hereof." 52.245-5</li> <li>15. Inspection of Supplies (Cost-Reimbursement) - "Contracting Officer" means "Buyer's purchasing representative" and "Government" means "Buyer and Government" (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where "Government" first appears in paragraph (k) it shall mean "Government and/or Buyer". The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government. 52.246-3</li> <li>16. Inspection of Services (Cost Reimbursement) - "Contracting Officer" means "Buyer's purchasing representative" and "Government" means "Buyer and Government" (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer). The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government. 52.246-5</li> <li>17. Inspection of Time and Material and Labor Hour - "Contracting Officer" means "Buyer's purchasing representative" and "Government" means "Buyer and Government" (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where "Government" first appears in paragraph (k) it shall mean "Government and/or Buyer". The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government. 52.246-6</li> <li>18. Termination (Cost-Reimbursement) "Government" means "Buyer" and "Contracting Officer" means "Buyer's purchasing representative". In Paragraph (e) Change "15 days" and "45 days" to "30 days" and "90 days", respectively. Paragraph (f) change "1 year" to "six months". Alternate IV is applicable to time and material or labor hour orders only. 52.249-6, Alt IV</li> <li>19. Excusable Delays, 52.249-14</li> </ol>

Clause Number	Standard Purchase Order Terms and Conditions	
		In paragraph (f) change "1 year" to "six months". Alternate IV is applicable to time and material or labor hour orders only. 52.249-6, Alt IV
	<b>APPLICABLE CERTIFICATIONS</b>	<p>The Offeror, by signing its offer, certifies compliance with the following clauses and is, therefore, eligible for award.</p> <p>Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (over \$100,000) 52.203-11</p> <p>Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters (over \$30,000) 52.209-5</p> <p>Previous Contracts and Compliance Reports (over \$10,000) 52.222-22</p> <p>Certification of Toxic Chemical Release Reporting (over \$100,000) 52.223-13</p>

Clause Number	Standard Purchase Order Terms and Conditions	
	<p><b>APPLICABLE</b> (as appropriate)</p>	<p><b>COST ACCOUNTING STANDARDS</b>            Cost Accounting Standards 52.230-2            Disclosure and Consistency of Cost Accounting Practices 52.230-3            Cost Accounting Standards – Educational Institution 52.230-5            Administration of Cost Accounting Standards 52.230-6</p> <p>Seller shall communicate and otherwise deal directly with the Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Buyer with copies of all communications between Seller and the Contracting Officer respecting Cost Accounting Standards, FAR 52.230 -2 and Administration of Cost Accounting Standards, FAR 52.230-6, provided Seller shall not be required to disclose to Buyer such communications containing information which is legally privileged and confidential to the Seller. In addition to any other remedies provided by law or under this Purchase Order, Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense if Buyer is subjected to any liability as the result of a failure of the Seller or its lower-tier subcontractors to comply with the requirements of FAR 52.230-2, 52.230 -3, 52.230 -5 or 52.230-6. Paragraph (b) is deleted in each of the foregoing clauses.</p> <p><b>TRUTH IN NEGOTIATIONS (Cost and Pricing Data)</b>            Unless exempt, Seller shall submit a FAR Part 15 compliant cost proposal inclusive of appropriate updates throughout the negotiation process. At the conclusion of negotiations, and regardless of any prior certification, Seller must certify as to the accuracy, currency and completeness of its information in accordance with the FAR required Certificate of Current Cost or Pricing Data.</p> <p><b>INDEMNIFICATION</b>            If any price (including profit or fee) negotiated in connection with the prime contract between the Government and the Buyer or any cost that is reimbursable under said contract is reduced because cost or pricing data furnished by the Seller in connection with any proposal submitted by the Buyer relating to said contract or in connection with this Purchase Order was not accurate, complete, or current, the Seller shall indemnify the Buyer in the amount of said reduction. The phrase “cost or pricing data” as used herein shall be deemed to include any such data which related to a lower-tier prospective or actual subcontract, at any level, which was submitted by the Seller or which it procured by submission of, in connection with the aforesaid proposal or this Purchase Order in support of its cost estimate.</p> <p>If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Seller shall be liable and shall pay the Buyer at the time such overpayment is repaid:</p> <p>a. Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Seller to the date the Buyer is repaid by the Seller at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and</p> <p>b. For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if the Seller knowingly submitted cost or pricing data which were incomplete, inaccurate, or non-current.</p>

Clause Number	Standard Purchase Order Terms and Conditions	
		<p>2. Cost or Pricing Data for Changes Prior to the pricing of any change or other modification to this Purchase Order which involves increases and/or decreases in costs plus applicable profit expected to exceed the threshold for submission of cost or pricing data, subcontractors shall submit cost or pricing data and shall certify that the data, as defined in Federal Acquisition Regulation 15.406-2, submitted either actually or by specific identification in writing are accurate, complete, and current as of the date of completion of negotiations. When required to obtain cost or pricing data from its subcontractors, pursuant to the provisions of this Purchase Order, Seller shall obtain such data.</p>

Clause Number	Standard Purchase Order Terms and Conditions	
	<p><b>Government Contract Provisions from DFAR</b></p>	<p>When the materials, products or services furnished are for use in connection with a U. S. Government Department of Defense Prime Contract or higher-tier subcontract, Curtiss-Wright Controls Electronic Systems Standard Terms &amp; Conditions, and the FAR provisions, the following DFARS clauses and provisions, shall apply, as required by the terms of the prime contract or by operation of law or regulation. The effective version of each DFARS provision shall be the same version as that which appears in Buyer's Prime Contract, or higher-tier subcontract under which this Order is a subcontract. In the event of a conflict between these DFARS provisions and the Curtiss-Wright Controls Electronic Systems Standard Terms &amp; Conditions, or the FAR provisions, the DFARS provisions shall control. The following clauses set forth in the DFARS in effect as of the date of the prime contract are incorporated herein by reference. In all clauses listed herein, the terms "Government", "Contracting Officer" and "Contractor" shall be revised to suitably identify the contracting parties under this Purchase Order and effect the proper intent of the provision except where further clarified or modified below. "Subcontractor", however, shall mean "Seller's Subcontractor" under this Purchase Order. The Seller, by signing its offer, hereby certifies compliance with the following clauses and is, therefore, eligible for award. With respect to any applicable DFARS clauses incorporated into this Purchase Order relating to rights in noncommercial technical data and noncommercial computer software and noncommercial computer software documentation, the Seller grants to Buyer the right to use, disclose, modify, combine, integrate or make derivative works of any noncommercial technical data, noncommercial computer software and/or noncommercial computer software documentation delivered under this Purchase Order to the extent necessary, and for such period as is required, for Buyer to complete its performance under the Buyer's U.S. Government programs.</p> <ol style="list-style-type: none"> <li>1. Disclosure of Information 252.204-7000</li> <li>2. Intent to Furnish Precious Metals as Government-Furnished Material 252.208-7000</li> <li>3. Restrictions on Employment of Personnel 252.222-7000</li> <li>4. Combating Trafficking in Persons 252.222-7006</li> <li>5. Hazard Warning Labels 252.223-7001</li> <li>6. Safety Precautions for Ammunition and Explosives "Government" means "Government and/or Buyer" 252.223-7002</li> <li>7. Change in Place of Performance - Ammunition and Explosives 252.223-7003</li> <li>8. Prohibition on Storage and Disposal of Toxic and Hazardous Materials 252.223-7006</li> <li>9. Safeguarding Sensitive Conventional Arms, Ammunition and Explosives 252.223-7007</li> <li>10. Buy American Act and Balance of Payments Program 252.225-7001</li> <li>11. Prohibition on Acquisition of United States Munitions list Items from Communist Chinese Military Companies 252.225-7007 (applicable to acquisition of munitions list items only)</li> <li>12. Qualifying Country Sources as Subcontractors 252.225-7002</li> <li>13. Preference for Certain Domestic Commodities 252.225-7012</li> <li>14. Duty-Free Entry 252.225-7013</li> <li>15. Preference for Domestic Specialty Metals and Alternate 1 252.225-7014 and (Alt 1)</li> </ol>

Clause Number	Standard Purchase Order Terms and Conditions
	<p>16. Preference for Domestic Specialty Metals (DEVIATION) and Alternate 1 (DEVIATION) 252.225-7014 (Deviation) (These deviations apply to Purchase Orders under prime contracts entered into after November 15, 2006) and Alt. 1 (Deviation)</p> <p>17. Restriction on Acquisition of Hand or Measuring Tools 252.225-7015</p> <p>18. Restriction on Acquisition of Ball and Roller Bearings 252.225-7016</p> <p>19. Restriction on Acquisition of Foreign Anchor and Mooring Chain 252.225-7019</p> <p>20. Restriction on the Acquisition of Forgings 252.225-7025</p> <p>21. Restriction on Contingent Fees for Foreign Military Sales 252.225-7027</p> <p>22. Exclusionary Policies and Practices of Foreign Governments 252.225-7028</p> <p>23. Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate 252.225-7030</p> <p>24. Secondary Arab Boycott of Israel 252.225-7031</p> <p>25. Restriction on Acquisition of Air Circuit Breakers 252.225-7038</p> <p>26. Contractor Personnel Supporting a Force Deployed Outside the United States 252.225-7040</p> <p>27. Rights in Technical Data - Noncommercial Items 252.227-7013</p> <p>28. Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation 252.227-7014</p> <p>29. Technical Data - Commercial Items 252.227-7015</p> <p>30. Rights in Bid or Proposal Information 252.227-7016</p> <p>31. Identification and Assertion of Use, Release, or Disclosure Restrictions 252.227-7017</p> <p>32. Validation of Asserted Restrictions - Computer Software 252.227-7019</p> <p>33. Limitation on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends 252.227-7025</p> <p>34. Deferred Delivery of Technical Data or Computer Software 252.227-7026</p> <p>35. Deferred Ordering of Technical Data or Computer Software 252.227-7027</p> <p>36. Technical Data or Computer Software Previously Delivered to the Government 252.227-7028</p> <p>37. Technical Data - Withholding of Payment 252.227-7030</p> <p>38. Patents – Subcontracts 252.227-7034</p> <p>39. Validation of Restrictive Markings on Technical Data 252.227-7037</p> <p>40. Patents – Reporting of Subject Inventions 252.227-7039</p> <p>41. Ground and Flight Risk 252.228-7001</p> <p>42. Aircraft Flight Risks 252.228-7002</p> <p>43. Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles 252.228-7005</p> <p>44. Supplemental Cost Principles 252.231-7000</p> <p>45. Frequency Authorization 252.235-7003</p> <p>46. Telecommunications Security Equipment, Devices, Techniques, and Services 252.239-7016</p> <p>47. Cost Schedule Status Report (applicable only when Buyer specifically states elsewhere in the Purchase Order) 252.242-7005</p> <p>48. Subcontracts for Commercial Items and Commercial Components 252.244-7000</p> <p>49. Reports of Government Property 252.245-7001</p> <p>50. Warranty of Data 252.246-7001</p> <p>51. Notification of Transportation of Supplies by Sea 252.247-7024</p> <p>52. Excessive Pass-Through Charges 252.215-7004 (Applicable to all contracts (including task or delivery</p>

Clause Number	Standard Purchase Order Terms and Conditions	
		orders) except for— (i) Firm-fixed-price contracts awarded on the basis of adequate price competition; (ii) Fixed-price contracts with economic price adjustment, awarded on the basis of adequate price competition; (iii) Firm-fixed-price contracts for the acquisition of a commercial item; or (iv) Fixed-price contracts with economic price adjustment, for the acquisition of a commercial item.)
	<b>ORDERS OVER \$100,000 ALSO INCLUDE THE FOLLOWING:</b>	53. Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies 252.203-7001 54. Transportation of Supplies by Sea 252.247-7023 55. Notification of Anticipated Contract Terminations or Reductions (less paragraph (d) (1)) 252.249-7002
	<b>ORDERS OVER \$500,000 ALSO INCLUDE THE FOLLOWING:</b>	56. Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns 252.226-7001
	<b>ORDERS OVER \$550,000 ALSO INCLUDE THE FOLLOWING:</b>	57. Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan 252.219-7003 58. Quarterly Reporting of Actual Contract Performance Outside the United States (first tier subcontractors only) 252.225-7006
	<b>ORDERS OVER \$1,000,000 ALSO INCLUDE THE FOLLOWING:</b>	59. Acquisition Streamlining 252.211-7000 60. Waiver of United Kingdom Levies 252.225-7033
24	<b>EQUAL EMPLOYMENT OPPORTUNITY:</b> The provisions of Executive Order 11246, as amended by Executive Order 11375 (Equal Employment Opportunity), 38 USC 2012 (Vietnam Era Veterans Readjustment Assistance Act), Section 503 of the Rehabilitation Act of 1973 (Handicapped Regulations), and the implementing regulations found at 41 CFR 60-1 & 2. 41 CFR 60-250 and 41-CRF 60-741 respectively are hereby incorporated by reference.	
25	<b>RIGHT OF ENTRY AND SURVEILLANCE:</b> Work under this purchase order contract is subject to Buyer, Buyer's customer, and/or regulatory agencies surveillance/inspection at Sellers and Seller's subcontractors' locations. Seller will be notified if surveillance/inspection is to be conducted on specific shipments. No shipments are to be held unless notification is received prior to, or at time of, product being ready for shipment.	
26	<b>OVER-SHIPMENT:</b> Goods shall not be supplied in excess of quantities and shipping tolerances, if any, specified in Contract. Seller shall be liable for handling charges and return shipment cost for any excess quantities, unless Seller agrees to pay for such cost, the over shipped material will be retained by Buyer at no cost.	

Clause Number	Standard Purchase Order Terms and Conditions
27	<b>MATERIAL IDENTIFICATION, DAMAGE &amp; COUNT:</b> Each article delivered under this Purchase Order will require positive identification with the part number ordered. All purchased materials and services are subject to inspection for compliance to this purchase order and all applicable quality clauses. No material or process substitutions, quantity variations or splits from the purchase order may be made without prior written authorization from the Buyer.
28	<b>NOTICE TO BUYER OF LABOR DISPUTES:</b> Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the contract, Seller shall immediately give notice thereof, including all relevant information, to Buyer.
29	<b>Not Used</b>
30	<b>PUBLICITY:</b> Without Buyer's prior written approval, Seller shall not, and Seller's subcontractors at any tier shall not, release any publicity, advertisement, news release or denial or confirmation of same regarding this contract or the Goods, Services or program to which it pertains. Seller shall be liable to Buyer for any breach of such obligation by any subcontractor.
31	<b>GRATUITIES:</b> Seller warrants that neither it nor any of its employees, agents, or representatives have offered or given, or will offer or give, any gratuities to Buyer's employees, agents or representatives for the purpose of securing this contract or securing favorable treatment under this contract.