



140 Technology Park Drive
 Kilmarnock, VA 22482
 (804) 436-9000



10440 Furnace Road
 Lorton, VA 22079
 (540) 658-2720

MTEQ Purchase Order Terms and Conditions

1. **DEFINITIONS** – Buyer is the legal entity known as Manufacturing Techniques, Inc. (MTEQ) issuing this Purchase Order. Seller is the legal entity that is contracting with the Buyer by accepting this Purchase Order. When executed, this Purchase Order is a contract that expresses the agreement of Buyer and the Seller and includes any other documents, specifications and any changes that are expressly incorporated into this Purchase Order by reference.
2. **ACCEPTANCE** – Seller’s acceptance of this Purchase Order means that Seller is contractually obligated to perform in accordance with the terms and conditions of this Purchase Order. Any additions, deletions or differences in the terms proposed by Seller are objected to and hereby rejected unless Buyer agrees to such changes in writing. Commencement of work under this Purchase Order constitutes acceptance of Buyer’s Purchase Order and the terms and conditions contained herein.
3. **PRICING** – By accepting this Purchase Order, Seller warrants to Buyer that the prices set forth in this Purchase Order do not exceed those charged by Seller to any other customers purchasing the same or similar items or services in like or smaller quantities, under similar conditions of purchase.
4. **TAXES** – Except as may be otherwise provided in this Purchase Order, the prices shall include all applicable Federal, State or local taxes in effect on the Purchase Order date. Taxes which are invoiced to Buyer shall be stated separately in Seller’s invoices. Tax exemption certificates submitted by Buyer shall be accepted by Seller.
5. **INVOICES** – To ensure payment, the PURCHASE ORDER NUMBER MUST APPEAR ON SELLER’S INVOICE, and the invoice must be submitted to accountspayable@mteq.com. Seller must submit its final invoice within sixty (60) days of delivery or order completion. In no event will Buyer accept an invoice beyond sixty (60) days from the completion of the order. Failure to observe this time limitation shall constitute a waiver of all claims for payment of the invoice.
6. **PACKING, MARKING AND SHIPPING** – Seller shall pack, mark and ship all goods in accordance with the requirements of this Purchase Order, applicable transportation regulations and good commercial practice. No separate or additional charges shall be payable by Buyer for containers, crating, boxing, bundling, dunnage, drayage or storage unless expressly permitted by this Purchase Order.
7. **DELIVERY** – Time is of the essence. Delivery shall be strictly in accordance with the schedule set forth in this Purchase Order. Delays in shipment shall be reported immediately by the Seller to the Buyer. Buyer reserves the right to cancel this Purchase Order in whole or in part, if Seller fails to make deliveries in accordance with the terms of this Purchase Order.

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8. NEW MATERIAL - NO COUNTERFEIT MATERIAL

- a. DEFINITIONS: The term Material, as used in this clause, includes, but is not limited to raw material, parts, components, assemblies and end items. The term New, as used in this clause, means Original Equipment Manufacturer (OEM) or Original Component Manufacturer (OCM) Material previously unused or composed exclusively of previously unused Material, allowing for conventional use including, but not limited to integration, installation, assembly, test, burn-in, training, troubleshooting, and rework as required. The term Counterfeit Material means Material salvaged, produced or altered to resemble a product without authority or right to do so, with the intent to mislead or defraud by presenting the imitation as New Material.
- b. Unless Buyer specifies in writing otherwise, Seller shall deliver New Material under this Agreement that is fully warranted.
- c. Seller shall not deliver Counterfeit Material to Buyer under this Agreement.
- d. Seller represents and warrants that all electronic parts delivered under this Agreement are obtained from OEMs, OCMs, or their authorized dealers. If electronic parts cannot be obtained from OEMs, OCMs, or their authorized dealers and must be procured from alternative source(s), Seller shall obtain Buyer’s written approval before making such procurements. Seller shall employ, or cause to be employed, inspection, testing and authentication processes reasonably designed to detect and avoid Counterfeit Material and shall provide written description of Seller’s detection and avoidance processes and a certification of Seller’s use of such processes to Buyer on or before delivery.
- e. Seller shall immediately notify Buyer when Material is found or suspected to be Counterfeit Material. Notice must be in writing and must be provided to Buyer within 24 hours of discovery.
- f. Upon request, Seller shall provide OEM/OCM documentation that enables traceability of the affected Material to the applicable OEM/OCM.
- g. Should any Material delivered under this Agreement be found to constitute or include Counterfeit Material, Seller shall, at its expense, promptly replace such Counterfeit Material with genuine parts conforming to the requirements of this Agreement. Notwithstanding any other provision in this Agreement, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Material, including, without limitation, Buyer’s costs of removing Counterfeit Material, of installing replacement New Material and of any testing/corrective action necessitated by the replacement of Counterfeit Material with New Material. The remedies contained in this paragraph are in addition to any remedies Buyer may have at law, equity or under other provisions of this Agreement.
- h. Seller shall include this clause or equivalent provisions in any Agreements that Seller issues for the delivery of New Material that will be included in or furnished to Buyer.

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9. **TITLE AND RISK OF LOSS** – Unless otherwise specified, all shipments shall be FOB destination. Title and risk of loss shall pass to the Buyer at the FOB point, provided however, that the risk of loss shall remain with Seller as to goods which are not accepted by Buyer or which are rejected by Buyer.
10. **PAYMENT/DISCOUNT TERMS** – Payment terms shall be net 45 days unless otherwise stated on the face of this Purchase Order. Discounts, if applicable, shall be calculated from the date materials are received by the Buyer at Buyer’s designated destination. In the event that Seller is overpaid for any reason, Seller shall promptly refund or credit the overpayment back to Buyer.
11. **OVERSHIPMENTS/OVERWORK** – Buyer will be liable for payment only for quantities of materials and services specified in this Purchase Order. Overshipments will be held at Seller’s risk and expense for a reasonable time, until return shipping instructions are received from Seller. Shipping charges for such returns shall be at Seller’s expense. Buyer shall have no obligation to pay for Seller’s performance of any services in excess of those specified in this Purchase Order.
12. **REPRODUCTION RIGHTS** – Buyer does not grant Seller (a) any reproduction rights to the articles ordered or (b) any right to use designs, drawings or other information belonging to or supplied by the Buyer in the manufacture or design of articles or materials for anyone other than the Buyer.
13. **TITLE TO SPECIFICATIONS** – Buyer claims and holds title to all drawings and specifications furnished to the Seller for use in connection with this Purchase Order. Seller shall not disclose such drawings and specifications to any person, firm or corporation other than Buyer or Seller’s employees. The Seller shall, upon Buyer’s request, promptly return all such drawings and specifications to the Buyer.
14. **BUYER’S PROPERTY** – Title to and the right of immediate possession of all tooling, material or artwork furnished by Buyer to Seller shall remain with Buyer. All tooling developed and/or fabricated by Seller for the purpose of supplying parts, assemblies, or furnishing a final product to Buyer shall be considered property of the Buyer unless specifically excepted in the Purchase Order and shall be considered as tooling ordered by Buyer. Such tooling and material shall be subject at all times to disposition as the Buyer may direct.
15. **DEFECTS/NON-CONFORMANCE** – If any of the materials or services are defective or otherwise not in conformity with the requirements of this Purchase Order, Buyer shall have the right to either reject them or to require correction at Seller’s expense. Buyer may return defective goods to Seller at Seller’s risk and expense, including shipping charges.
16. **WARRANTY** – The Seller warrants that all materials or services delivered hereunder conform strictly to the design, specifications, drawings, samples or other descriptions referenced in this

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Purchase Order, and that such deliverables will be free from defects in material and workmanship. Such warranties shall survive any inspection, delivery, acceptance or payment by the Buyer for a period of 12 months.

17. FORCE MAJEURE -- Any loss, damage, or delay in, or failure of, performance by the Seller shall not constitute a default under the Agreement or give rise to any claim for damage if such loss, damage, delay, or failure is attributable in whole or in part to any cause or causes beyond the reasonable control of the Seller. These causes may include, without limitation, any act of God or the public enemy; compliance with any order, decree, or request of any governmental authority; act of declared or undeclared war; public disorder; rebellion; sabotage; fire; flood; explosion; accident; riot; strike; labor difficulty or other concerted act of workmen, whether direct or indirect; declaration of national emergency; mobilization of industry whereby material and labor required for manufacture of the Product are allocated or controlled; or any other cause not within the control of the Seller or which the Seller is unable to avoid by exercise of reasonable care. Upon any such occurrence, the estimated time for delivery of the Equipment shall be extended for a time which is reasonable in relation to the cause of such event.
18. PATENT, TRADEMARK, COPYRIGHT INDEMNITY – Seller agrees to indemnify and hold harmless Buyer, its successors, assigns and customers from and against any and all expenses, liabilities or other losses arising from or caused by any actual or claimed infringement of patents, trademarks, or copyrights, and to defend any suits based thereon, with respect to any materials or services furnished hereunder by the Seller, except where the claimed infringement is caused by the equipment, materials designs or drawings furnished to Seller hereunder by Buyer.
19. CHANGES – Buyer’s contractual representative may authorize changes, in writing, to the delivery schedules, drawings, quantities, designs and specifications. Seller is not authorized to follow any other changes requested orally or by any other employee of Buyer, and Buyer shall not be liable to Seller for any additional costs incurred if Seller does so. If any properly requested change affects the cost or delivery schedules of this Purchase Order, an equitable adjustment shall be made, provided Seller notifies Buyer, in writing, and before proceeding with the change, that the requested change will affect the cost or delivery schedule, and makes a written claim for an equitable adjustment within 15 days from the date of Buyer’s written notification.
20. PUBLICITY – Seller shall not, without first obtaining written consent of Buyer, in any manner advertise or publish the fact that Seller has supplied or contracted to supply the Buyer the materials or services mentioned herein.
21. ASSIGNMENT – Seller shall not delegate any duties or assign any rights or claims under this Purchase Order without the prior written consent of Buyer.

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- 22. SETOFF - All claims for monies due or to become due from Buyer shall be subject to deduction by Buyer for any setoff or counterclaim arising out of this or any other transaction with Seller.
- 23. TERMINATION – Buyer may terminate this Purchase Order, with or without cause, in whole or in part at any time by written notice stating the extent and effective date of such termination. In the event of such a termination, Buyer shall be liable to pay Seller only for acceptable goods delivered or services performed before the effective date of termination. In the event of a termination for default by Buyer, Buyer may acquire supplies or services similar to those terminated, and the Seller will be liable to the Buyer for any excess costs for those supplies or services.
- 24. ORDER OF PRECEDENCE – In the event of any inconsistency among the provisions of this Purchase Order, such inconsistency shall be resolved using the following order of precedence: (i) any specifications, terms and conditions mutually agreed to in writing on the Purchase Order, excluding any documents expressly incorporated by reference; (ii) the terms and conditions set forth in this document; and (iii) any other documents expressly incorporated by reference on the Purchase Order.
- 25. BUYER’S REMEDIES – All rights and remedies of Buyer set out in this Purchase Order are cumulative and in addition to any remedies provided by law or equity.
- 26. WAIVER – The failure of the Buyer to enforce at any time any of the provisions hereof shall neither be construed to be a waiver of such provisions nor of the right of the Buyer thereafter to enforce each and every such provision.
- 27. COMPLIANCE WITH LAWS – Seller shall comply with all applicable Federal, State and municipal laws, ordinances, rules and regulations.
- 28. DISPUTES – Irrespective of the place of performance, this Purchase Order will be construed and interpreted according to the laws of the Commonwealth of Virginia, without regard to its conflict of law’s provisions. All disputes arising out of or related to this Purchase Order will be subject to the exclusive jurisdiction and venue of the Virginia state and Federal courts located in Richmond, Virginia, and the parties hereby consent to such jurisdiction and venue. The parties hereby waive trial by jury with respect to any dispute relating to this agreement. In the event of any litigation arising under or related to this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys’ fees incurred in such litigation from the non-prevailing party.
- 29. INDEMNIFICATION - Seller shall indemnify, defend and hold Buyer and Buyer’s customers harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys’ fees) arising out of or relating to any claims, causes of action, lawsuits or

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other proceedings, regardless of legal theory, that result, in whole or in part, from the allegation or fact that Seller's (or any of Seller's subcontractors, suppliers, employees, agents or representatives): (i) engaged in intentional misconduct, negligence, or fraud, (ii) breached any representation, warranty or covenant made herein, or (iii) products or services are/were unfit, defective, incomplete or harmful.

- a. Buyer shall promptly notify Seller of any claim against Buyer that is covered by this indemnification provision, provided, however, that Buyer's failure to promptly notify Seller about any claim shall not relieve Seller from its obligations hereunder unless such failure prejudiced Seller's ability to adequately defend such claim.
- b. Seller shall defend any claim against Buyer that is covered by this indemnification provision, at Seller's own expense, unless Buyer chooses to defend or respond to any such claim (which defense or response shall be at Seller's expense). Buyer shall have the right, at the Buyer's expense, to monitor Seller's defense of any such claim. Buyer shall cooperate, at Seller's expense, in Seller's defense of any indemnified claim.

30. HEADINGS - The headings in this Purchase Order are inserted for convenience and identification only, and are in no way intended to define or limit the scope, extent, or intent of this Purchase Order or any of its provisions hereof.

31. INSURANCE - The Seller shall procure and maintain such insurance as is required by law or regulation as of the date of execution of this Purchase Order. Without prejudice to Seller's liability to indemnify Buyer as stated in the indemnification provisions of this Purchase Order, Seller shall procure, at its expense, and maintain for the duration of the Purchase Order, the insurance policies described below with financially responsible insurance companies of at least an A rating, reasonably acceptable to Buyer, with policy limits not less than those indicated below. Notwithstanding any provision contained herein, the Seller, and its employees, agents, representatives, consultants and lower-tier subcontractors and suppliers, are not insured by Buyer, and are not covered under any policy of insurance that Buyer has obtained or has in place.

- a. Seller shall name MTEQ and as an additional insured for the duration of this Purchase Order. Seller shall furnish Buyer revised Certificates of Insurance covering any and all subsequent extensions to the initial period of performance of this Purchase Order.
- b. Coverage:
 - Workers' Compensation - Insurance for statutory obligations imposed by law including, where applicable, coverage under United States Longshoremen's and Harbor Workers' Act, Jones Act, Defense Base Act for those employees working on a U.S. Military installation outside of the United States.
 - Comprehensive Bodily Injury Insurance with limits of not less than \$1,000,000 for each occurrence.
 - Property Damage Liability with a limit of not less than \$100,000 for each occurrence.

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- Automotive Bodily Injury Liability Insurance with limits of not less than \$250,000 for each person and \$1,000,000 for each occurrence, and property damage liability insurance with a limit of not less than \$100,000 for each occurrence.
- Professional Liability and Errors and Omission Insurance of not less than \$1,000,000 for each occurrence.

32. **AUTHORITY** - Each party represents that the person signing this Purchase Order on the party's behalf has been duly authorized to execute this Purchase Order on behalf of such party, and each of the signatories hereto signing in a representative capacity warrants and represents that he or she has been duly authorized by and on behalf of his or her respective principal to execute this Purchase Order.

33. **EXPORT CONTROL** - Seller understands and agrees that technical data, whether or not proprietary, furnished to it by MTEQ shall be not disclosed to any foreign national, firm, country, including foreign nationals employed by or associated with Seller. Further, Seller understands and agrees that no technical data shall be exported from the United States without first obtaining the written consent of MTEQ to export any such technical data and complying with all requirements of the International Traffic in Arms Regulations and the Export Administration Regulations, including the requirement for obtaining any export license. Subcontractor agrees that it shall indemnify and hold MTEQ harmless from all claims, demands, damages, costs, fines, penalties, attorneys' fees, and all other expenses arising from the failure of Subcontractor to comply with this clause or the International Traffic in Arms Regulations and the Export Administration Regulations. Seller agrees that it will contact MTEQ for clarification if it is unsure whether or not such technical data is export controlled.

34. **INVALID TERMS** - Each provision of this Purchase Order shall be held valid and enforceable to the fullest extent permitted by law. If any term, provision, covenant, and/or condition of this Purchase Order is held by a court or regulatory body of competent jurisdiction to be invalid, void, and/or unenforceable, the rest of the Purchase Order shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. In the event such determination prevents the accomplishment of the purpose of this Purchase Order, the invalid provision shall be restated to conform to applicable law and to reflect as nearly as possible the original intent of the Parties.

35. **ENTIRE AGREEMENT** - This is the entire agreement between the parties relative to this Purchase Order. It supersedes and replaces any and all previous understandings, commitments or agreements, oral or written, related to this Purchase Order unless they are expressly incorporated by reference in this Purchase Order.

36. **CONFLICT OF INTEREST** - Seller represents and warrants that its fulfillment of the obligations under the Purchase Order and all modifications thereto, and its performance as a supplier of

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Buyer, will not breach any agreement or other obligation that Seller may have to any third party, including, but not limited to prior buyers. Seller agrees that during its performance as a supplier of Buyer, Seller will not improperly use or disclose any proprietary information or trade secrets belonging to any non-Buyer person or business and that Seller will not bring onto Buyer’s premises any unpublished document or proprietary information belonging to any such person or business unless consented to in writing by such person or business.

37. FEDERAL ACQUISITION REGULATION (FAR) and DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) - The following FAR, DFARS, and/or Agency Acquisition Regulation clauses are hereby incorporated by reference and made a part hereof with the same force and effect as if they were given in full text. The full text of the clauses is available at <https://www.acquisition.gov/far/> and <http://farsite.hill.af.mil/vdfara.htm>. Unless otherwise specified, the date of the clauses incorporated by reference in this Purchase Order is the version in effect as of the Effective Date of this Purchase Order. In these clauses, the term “Contractor” shall mean Seller, the term “Contract” shall mean this Purchase Order, and the term “Government”, “Contracting Officer” and equivalent phrases shall mean Buyer and/or Buyer’s purchasing representative, except the terms “Government” and “Contracting Officer” do not change in any data rights and audit clauses. Rated orders are identified by a priority rating consisting of the rating— either DX or DO—and a program identification symbol. Rated orders take preference over all unrated orders as necessary to meet required delivery dates. Among rated orders, DX rated orders take preference over DO rated orders. DO rated orders take precedence over non-rated orders in accordance with 15 CFR Ch. VII, Subchapter A—National Security Industrial Base Regulations Part700—Defense Priorities and Allocation System.

- 52.202-1 DEFINITIONS (JAN/2012)
- 52.203-3 GRATUITIES* (APR/1984)
- 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR/1984)
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP/2006)
- 52.203-7 ANTI-KICKBACK PROCEDURES (OCT/2010)
- 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN/1997)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN/1997)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS* (OCT/2010)

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- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT* (APR/2010)
- 52.204-2 SECURITY REQUIREMENTS (AUG/1996)
- 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY/2011)
- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN/2011)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (FEB/2012)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC/2010)
- 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR/2008)
- 52.212-4 (1) TERMINATION FOR CONVENIENCE
- 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS, and any clauses referenced therein
- 52.215-2 AUDIT AND RECORDS--NEGOTIATIONS (OCT/2010)
- 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT/1997)
- 52.215-14 INTEGRITY OF UNIT PRICES (OCT/2010)
- 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT/2010)
- 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT/1997)
- 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL/2005)
- 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT/1997)
- 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT/2009)
- 52.216-10 INCENTIVE FEE (JUN/2011)

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- 52.216-7 ALLOWABLE COST AND PAYMENT (JUN/2011)
- 52.217-8 OPTION TO EXTEND SERVICES (NOV/1999)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN/2011)
- 52.222-3 CONVICT LABOR (JUN/2003)
- 52.222-6 DAVIS-BACON ACT (JUL/2005)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB/1999)
- 52.222-26 EQUAL OPPORTUNITY (MAR/2007)
- 52.222-29 NOTIFICATION OF VISA DENIAL (JUN/2003)
- 52.222-30 DAVIS-BACON ACT--PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (DEC/2001)
- 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP/2010)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT/2010)
- 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP/2010)
- 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV/2007)
- 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY/1989)
- 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP/2009)
- 52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (SEP/2009)
- 52.222-49 SERVICE CONTRACT ACT – PLACE OF PERFORMANCE UNKNOWN (MAY/1989)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB/2009)
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN/2009)

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- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY/2011)
- 52.223-6 DRUG-FREE WORKPLACE (MAY/2001)
- 52.223-10 WASTE REDUCTION PROGRAM (MAY/2011)
- 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001) (Clause is applicable if the Work was manufactured with or contains ozone-depleting substances.)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG/2011)
- 52.224-1 PRIVACY ACT NOTIFICATION (APR/1984)
- 52.224-2 PRIVACY ACT (APR/1984)
- 52.225-1 BUY AMERICAN ACT -- SUPPLIES (FEB 2009) (Clause is applicable if the Work contains other than domestic components.)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES* (JUN/2008)
- 52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR/2008)
- 52.225-26 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (JUL/2013)
- 52.227-1 AUTHORIZATION AND CONSENT (DEC/2007)
- 52.227-1 AUTHORIZATION AND CONSENT (DEC/2007) -- ALTERNATE I (APR/1984)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT** (DEC/2007)
- 52.227-3 PATENT INDEMNITY** (APR/1984)
- 52.227-10 FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER (DEC/2007) (applicable to subcontracts that cover or are likely to cover classified subject matter)

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- 52.227-11 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (DEC/2007) (applicable to subcontracts for experimental, developmental, or research work by small business concerns and nonprofit organizations)
- 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007) (Clause is applicable if existing computer software is to be delivered under this Contract.)
- 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN/1997)
- 52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (MAR/1996)
- 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR/2003)
- 52.229-6 TAXES--FOREIGN FIXED-PRICE CONTRACTS (JUN/2003)
- 52.232-1 PAYMENTS (APR/1984)
- 52.232-2 PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS (APR/1984)
- 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG/2012)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB/2002)
- 52.232-11 EXTRAS (APR/1984)
- 52.232-17 INTEREST (OCT/2010)
- 52.232-20 LIMITATION OF COST (APR/1984)
- 52.232-22 LIMITATION OF FUNDS (APR/1984)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN/1986) -- ALTERNATE I (APR/1984)
- 52.232-25 PROMPT PAYMENT (OCT/2008)
- 52.232-25 PROMPT PAYMENT (OCT/2008) - ALTERNATE I (FEB/2002)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT/2004)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR/1984)

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- 52.237-3 CONTINUITY OF SERVICES (JAN/1991)
- 52.242-1 NOTICE OF INTENT OF DISALLOW COSTS (APR/1984)
- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY/2001)
- 52.242-13 BANKRUPTCY (JUL/1995)
- 52.242-15 STOP-WORK ORDER (AUG/1989) (The words “ninety (90) days” are changed to “one hundred (100) days” and the words “thirty (30) days” are changed to “twenty (20) days” wherever they appear.)
- 52.242-15 STOP-WORK ORDER (AUG/1989) -- ALTERNATE I (APR/1984)
- 52.242-17 GOVERNMENT DELAY OF WORK (APR/1984)
- 52.243-1 CHANGES--FIXED PRICE (AUG/1987) -- ALTERNATE I (APR/1984)
- 52.243-1 CHANGES--FIXED PRICE (AUG/1987) -- ALTERNATE V (APR/1984)
- 52.243-2 CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE I (APR/1984)
- 52.243-2 CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE V (APR/1984)
- 52.243-7 NOTIFICATION OF CHANGES (APR/1984)
- 52.244-5 COMPETITION IN SUBCONTRACTING (DEC/1996)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC/2010)
- 52.245-1 GOVERNMENT PROPERTY (APR 2012)
- 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR/2012)
- 52.245-9 USE AND CHARGES (APR 2012)
- 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG/1996)
- 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR/1984)

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- 52.246-7 INSPECTION OF RESEARCH AND DEVELOPMENT--FIXED PRICE (AUG/1996)
- 52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT (MAY/2001)
- 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR/1984)
- 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB/1997)
- 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN/2003)
- 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR/1984)
- 52.249-9 DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT) (APR/1984)
- 52.253-1 COMPUTER GENERATED FORMS (JAN/1991)

DoD FAR Supplement Clauses

- 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP/2011)
- 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC/2008)
- 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JAN/2009)
- 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL DEC/2011
- 252.204-7000 DISCLOSURE OF INFORMATION DEC/1991
- 252.204-7002 PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED DEC/1991-98
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT APR/1992
- 252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES NOV/2001
- 252.204-7008 EXPORT-CONTROLLED ITEMS APR/2010
- 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC/1991)

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- 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC/2006)
- 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)
- 252.223-7004 DRUG-FREE WORK FORCE (SEP/1988)
- 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR/1993)
- 252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION AFTER AWARD (OCT/2010)
- 252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (OCT/2010)
- 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JUN 2010)
- 252.225-7039 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS (JUN 2012)
- 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN/2011)
- 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR/2006)
- 252.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (JAN 2012)
- 252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (JAN 2012)
- 252.225-7995 CONTRACTOR PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (JUN/2013)
- 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP/2004)
- 252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB/2012) (The words "to the Contractor" are deleted from paragraph (b)(1)(vi). The words "contract or" and "thereunder" are deleted from paragraph (b)(1)(ix). The words "MTEQ or" are added

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before “the Government” in paragraphs (c) and (i). The second and third occurrences of “Contracting Officer” are changed to “Government” in paragraph (e)(4). The words “and the Government” are added after “parties” in paragraph (h)(1). In paragraph (h)(2), “sixty (60)” is changed to “fifty (50)” days. No substitutions for “Government” are made.)

- 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB/2012) (The words “to the Contractor” are deleted from paragraph (b)(1)(iii). The words “contract or” and “thereunder” are deleted from paragraph (b)(1)(vi). The words “MTEQ or” are added before “the Government” in (i). The second and third occurrences of “Contracting Officer” are changed to “Government” in paragraph (e)(4). The words “and the Government” are added after “parties” in paragraph (h)(1). In paragraph (h)(2), “sixty (60)” is changed to “fifty (50)” days. No substitutions for “Government” are made.)

- 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION* (JAN/2011)

- 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (SEP/2011) (The words “MTEQ’s Subcontract Administrator” are substituted for “Contracting Officer” in paragraph (b); otherwise, no substitutions are made for “Contracting Officer” or Government.” In paragraphs (f)(5) and (f)(6), “the prime contract” is substituted for “this contract.”)

- 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAR/2011)

- 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR/1988)

- 252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR/2000) (“MTEQ” is substituted for “Contracting Officer” in paragraph (a). In paragraph (b), “or MTEQ” is added after “Government.”)

- 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP/2011) (In paragraph (b), “Contractor’s” remains in the clause with a lower case “c.” In paragraphs (c) and (d)(1), “hereunder” is inserted after “subcontract.” In paragraphs (f) and (g)(2)(i), change “this contract” to “the prime contract.” In paragraph (i), change “a contract” to “the prime contract.” No substitutions for “Government or “Contracting Officer” are made.)

- 252.227-7039 PATENTS--REPORTING OF SUBJECT INVENTIONS (APR/1990)

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- 252.228-7003 CAPTURE AND DETENTION (DEC/1991)
- 252.229-7999 TAXES – FOREIGN CONTRACTS IN AFGHANISTAN (JUL 2013)
- 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC/1991)
- 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR/2008) (Applicable to subcontracts for the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required).
- 252.232-7004 DOD PROGRESS PAYMENT RATES (OCT/2001)
- 252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC/2006)
- 252.235-7010 ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER (MAY/1995)
- 252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (NOV/2004)
- 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (NOV/2010)
- 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC/1991) (Applicable to subcontracts that require securing telecommunications).
- 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC/1991)
- 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR/1998)
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (SEP/2011)
- 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)
- 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (MAY 2013)
- 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR/2008)
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY/2002)

Prime Contract Special Provisions (full text upon request)

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- 52.6115 MATERIAL AND INSPECTION RECEIVING REPORTS (DD FORM 250) (JUN/2005)
- 52.6195 IDENTIFICATION OF CONTRACTOR EMPLOYEES IN THE FEDERAL WORKPLACE (JAN/2008)
- 52.7026 CONFIDENTIAL OR SECRET MATERIEL/DOCUMENTS--METHOD OF TRANSMISSION (NOV/1996)
- 52.7106 RESPONSIBILITIES FOR AND PROHIBITIONS ON CONTRACTOR PERSONNEL USE OF GOVERNMENT INFORMATION SYSTEMS (IS) (MAY/2005)
- 52.7400 CONTRACTOR SUPPORT SERVICES AND KNOWLEDGE CENTER REQUIREMENTS (SEP/2002)
- 52.7500 CONTRACTOR DEPLOYMENT TO SOUTH WEST ASIA (DEC/2003)
- 952.222-0001 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS AND WITHHOLDING OF EMPLOYEE PASSPORTS (AUG/2011)
- 952.223-0001 REPORTING KIDNAPPINGS, SERIOUS INJURIES, AND DEATHS (JUL/2010)
- 952.225-0001 ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (DEC/2011)
- 952.225-0002 ARMED PERSONNEL INCIDENT REPORTS (DEC/2011)
- 952.225-0003 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (AFGHANISTAN) (DEC/2011)
- 952.225-0004 COMPLIANCE WITH LAWS AND REGULATIONS (DEC/2011)
- 952.225-0005 MONTHLY CONTRACTOR CENSUS REPORTING (AUG/2011)
- 952.225-0009 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED EMPLOYEES (DEC/2011)
- 952.225-0011 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (AFGHANISTAN) (MAY 2012)
- 952.225-0013 CONTRACTOR HEALTH AND SAFETY (DEC/2011)
- 952.225-0016 CONTRACTOR DEMOBILIZATION -- AFGHANISTAN (AUG/2011)

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38. Quality Control and Inspection; Rejection; and Acceptance -- Seller shall ensure compliance with any quality control requirements or specifications set forth on the face of this Order and acceptable to Buyer. Test reports and/or certifications shall be retained by Seller for a period of seven (7) years for government orders and two (2) years for commercial orders. During performance of this Order, Supplier's quality control, inspection and testing system and manufacturing processes are subject to review, verification, and analysis by Buyer and, if a Government prime contract number or other Government designation appears on the face of this order, by an authorized Government representative(s). All Supplies ordered may be subject to (a) inspection, verification, or testing during the period of manufacture; (b) inspection or verification prior to shipment; and (c) final inspection at destination notwithstanding any prior inspection. Such inspection and verification rights shall extend to the Government, if a Government prime contract number or other Government designation appears on the face of this order. If any inspection or test is made on the premises of Supplier or its lower-tier suppliers, Supplier shall, without additional charge to Buyer, provide and shall require its lower-tier suppliers to provide all reasonable facilities and assistance for the safety and convenience of Buyer and Government inspectors in the performance of their duties. Upon any such inspection (provided, in the case of a final inspection upon delivery, that such inspection occurs no later than fourteen (14) days from delivery), Buyer may reject Supplies that do not conform to applicable specifications, drawings, samples or descriptions or that are defective in material, workmanship, or design. Supplier shall not re-tender rejected Supplies reworked to specification or replaced to Buyer unless Buyer has consented to such re-tender. Supplier shall notify Buyer of past rejections of all retendered Supplies. Neither inspection nor testing by Buyer; nor Buyer's neither decision not to inspect or test; nor Acceptance or deemed Acceptance shall relieve seller from its obligations (i) to provide Supplies in accordance with applicable specification, drawings, samples and descriptions and (ii) honor its warranty obligations.

AS9100 PURCHASE ORDER TERMS & CONDITIONS

As a supplier to MTEQ, it is understood that your organization agrees to meet the following stipulations/AS9100 requirements whenever an MTEQ purchase order specifies that the order is for an AS9100 application, or contains some similar aerospace/AS9100 reference. The following additional terms and conditions apply to AS9100-covered purchased orders.

- (a) MTEQ reserves the right of final approval of product, procedures, processes, and equipment.
- (b) All special processes required by this purchase order must be performed by qualified personnel.
- (c) MTEQ reserves the right to review and approve the Supplier's Quality Management System. Standard QMS requirements include:

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- Suppliers providing a special processing must maintain a system for validating processes similar to that of a NADCAP program, or other systems as required by this purchase order.
 - Customer directed sources must operate in accordance with the approved specifications and standards as dictated and controlled by the customer in question.
 - Suppliers initially approved for use via certification (e.g., ISO, AS9100, ISO 17025, AS9120) must notify our organization of any changes to that certification.
- (d) The supplier shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.
- (e) MTEQ reserves the right to approve or specify any designs, test, inspection plans, verifications, use of statistical techniques for product acceptance, and any applicable critical items, including key characteristics
- (f) MTEQ reserves the right to designate requirements for test specimens for design approval, inspection/verification, investigation auditing.
- (g) The Supplier is required to:
- Notify MTEQ of nonconforming product immediately upon discovery.
 - Obtain MTEQ approval for nonconforming product disposition.
 - Notify MTEQ on nonconforming product and/or process, changes of suppliers, and changes to manufacturing facility locations
 - Flow down to the supply chain applicable requirements, including customer requirements.
- (h) Supplier shall maintain on file all quality data/records such as: certificates of material and/or processes, acceptance test reports, inspection records, and other applicable quality control data, for a minimum of 7 years for government orders and 2 years from completion of purchase order.
- (i) MTEQ reserves the right of access by our representatives, our customers, and any regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records
- (j) Supplier shall ensure that personnel are aware of:
- their contribution to product or service conformity;
 - their contribution to product safety;
 - the importance of ethical behavior.

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