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1. ACCEPTANCE OF CONTRACT/TERMS AND CONDITIONS

- (a) This Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties.
- (b) SELLER's acknowledgment, acceptance of payment, or commencement of performance, shall constitute SELLER's unqualified acceptance of this Contract.
- (c) **ADDITIONAL OR DIFFERING TERMS OR CONDITIONS PROPOSED BY SELLER OR INCLUDED IN SELLER'S ACKNOWLEDGMENT HEREOF ARE HEREBY OBJECTED TO BY COLUMBIA RESEARCH LABORATORIES INC. AND HAVE NO EFFECT UNLESS EXPRESSLY ACCEPTED IN WRITING BY COLUMBIA RESEARCH LABORATORIES INC..**
- (d) **By Accepting this Contract, SELLER agrees to flowdown all of Columiba Research Labs. Inc. Terms and Conditions of Purchase requirements to its subcontractors and suppliers at any tier for the performance of this Contract.**

2. APPLICABLE LAWS

- (a) This Contract and all matters arising from or related to it shall be governed by and construed in accordance with the law of the State from which this Contract is issued, excluding its choice of law rules.
- (b) (1) SELLER shall comply with all applicable laws, orders, rules, regulations, and ordinances. SELLER shall procure all licenses and permits, and pay all fees and other required charges necessary to conduct its business, all at SELLER's expense.
- (2) SELLER shall be responsible for compliance with all requirements and obligations relating to its employees under all applicable local, state, and federal statutes, ordinances, rules, and obligations including, but not limited to, employer's obligations under laws relating to: income tax withholding and reporting; civil rights; equal employment opportunity; discrimination on the basis of age, sex, race, color, religion, disability, national origin, or veteran status; overtime; minimum wage; social security contribution and withholding; unemployment insurance; employer's liability insurance; worker's compensation; veteran's rights; and all other employment, labor, or benefits related laws.
- (3) If: (i) COLUMBIA RESEARCH LABORATORIES INC.' contract price or fee is reduced; (ii) COLUMBIA RESEARCH LABORATORIES INC.' costs are determined to be unallowable; (iii) any fines, penalties or interest are assessed on COLUMBIA RESEARCH LABORATORIES INC.; or (iv) COLUMBIA RESEARCH LABORATORIES INC. incurs any other costs or damages as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by SELLER, its directors, officers, employees, agents, suppliers, or subcontractors at any tier, COLUMBIA RESEARCH LABORATORIES INC. may proceed as provided for in subparagraph 2(b)(4) below.
- (4) Upon the occurrence of any of the circumstances identified in subparagraph 2(b)(3) above, COLUMBIA RESEARCH LABORATORIES INC. may make a reduction of corresponding amounts (in whole or in part) in the price, or in the costs and fee, of this Contract or any other contract with SELLER, and/or may demand payment (in whole or in part) of the corresponding amounts. SELLER shall promptly pay amounts so demanded.
- (c) SELLER represents that each chemical substance constituting or contained in Work sold or otherwise transferred to COLUMBIA RESEARCH LABORATORIES INC. hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.
- (d) SELLER represents that they comply to applicable European Union (EU) laws, regulations and administrative provisions relation to the classification, packaging and labeling of dangerous substances in order to adapt it to Regulation (EC) No. 1907/2006 as amended concernig the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) program.

- (e) SELLER shall provide to COLUMBIA RESEARCH LABORATORIES INC. with each delivery any Material Safety Data Sheet (29 C.F.R. 1910.1200) applicable to the Work in conformance with and containing such information as required by the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder, or its state approved counterpart.

3. ASSIGNMENT

Any assignment of SELLER's contract rights or delegation of duties shall be void, unless prior written consent is given by COLUMBIA RESEARCH LABORATORIES INC.. However, SELLER may assign rights to be paid amounts due, or to become due, to a financing institution if COLUMBIA RESEARCH LABORATORIES INC. is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts. Amounts assigned to an assignee shall be subject to setoffs or recoupment for any present or future claims of COLUMBIA RESEARCH LABORATORIES INC. against SELLER. COLUMBIA RESEARCH LABORATORIES INC. shall have the right to make settlements and/or adjustments in price without notice to the assignee.

4. CHANGES

- (a) The COLUMBIA RESEARCH LABORATORIES INC. Procurement Representative may at any time, by written notice, and without notice to sureties or assignees, make changes within the general scope of this Contract in any one or more of the following: (i) technical requirements and descriptions, specifications, statement of work ("SOW"), drawings or designs; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities or delivery schedules or both; (v) amount of COLUMBIA RESEARCH LABORATORIES INC. furnished property; and (vi) if this Contract includes services: (x) description of services to be performed; (y) time of performance (e.g., hours of the day, days of the week, etc.); and (z) place of performance. SELLER shall comply immediately with such direction.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Contract, COLUMBIA RESEARCH LABORATORIES INC. shall make an equitable adjustment in the Contract price and/or delivery schedule, and modify the Contract accordingly. Changes to the delivery schedule will be subject to a price adjustment only.
- (c) Any claim for an equitable adjustment by SELLER must be submitted in writing to COLUMBIA RESEARCH LABORATORIES INC. Procurement Representative within thirty (30) days from the date of notice of the change, unless COLUMBIA RESEARCH LABORATORIES INC. and SELLER agree in writing to a longer period.
- (d) Failure to agree to any adjustment shall be resolved in accordance with paragraph 10 "Disputes/Jury Waiver." However, nothing contained in this paragraph 4 shall excuse SELLER from proceeding without delay in the performance of this Contract as changed.

5. CONTRACT DIRECTION

- (a) Only the COLUMBIA RESEARCH LABORATORIES INC. Procurement Representative has authority make changes in, to amend, or to modify this Contract. Such changes, amendments or modifications must be in writing.
- (b) COLUMBIA RESEARCH LABORATORIES INC. program, operations, engineering, technical, or other personnel may from time to time render assistance, give technical advice, discuss, or exchange information with SELLER's personnel concerning the Work hereunder. Such actions shall not be deemed to be a change under paragraph 4 "Changes" and shall not be the basis for equitable adjustment. If SELLER believes the foregoing creates an actual or constructive change, SELLER shall notify the COLUMBIA RESEARCH LABORATORIES INC. Procurement Representative and shall not accept such direction or perform said action unless authorized under subparagraph 5(a).
- (c) Except as otherwise provided herein, all notices to be furnished by SELLER shall be sent to the COLUMBIA RESEARCH LABORATORIES INC. Procurement Representative.

6. COUNTERFEIT PARTS PREVENTION

- (a) Definitions for purposes of this Contract:
 - (i) "Counterfeit Parts" shall mean a part, component, module, or assembly whose origin, material, source of manufacture, performance, or characteristics are misrepresented. This term includes, but is not limited to, (A) parts that have been (re)marked to disguise them or falsely represent the identity of the manufacturer, (B) defective parts and/or surplus material scrapped by the original manufacturer, and (C) previously used parts pulled or reclaimed and provided as "new".
 - (ii) As used herein, "authentic" shall mean (A) genuine; (B) from the legitimate source claimed or implied by the marking and design of the product offered; and (C) manufactured by, or at the behest and to the standards of, the manufacturer that has lawfully applied its name and trademark for that model/version of the material.
 - (iii) "Independent Distributor" shall mean a person, business, or firm that is neither authorized nor franchised by an Original Component Manufacturer ("OCM") to sell or distribute the OCM's products but which purports to sell, broker, and/or distribute such OCM products. Independent Distributors are also referred to as unfranchised distributors, unauthorized distributors, and/or brokers.

- (b) SELLER represents and warrants that only new and authentic materials are used in products required to be delivered to COLUMBIA RESEARCH LABORATORIES INC. and that the Work delivered contains no Counterfeit Parts. No other material, part, or component other than a new and authentic part is to be used unless approved in advance in writing by COLUMBIA RESEARCH LABORATORIES INC.. To further mitigate the possibility of the inadvertent use of Counterfeit Parts, SELLER shall only purchase authentic parts/components directly from the Original Equipment Manufacturers (“OEMs”)/OCMs or through the OEM’s/OCM’s authorized distribution chain. SELLER must make available to COLUMBIA RESEARCH LABORATORIES INC., at COLUMBIA RESEARCH LABORATORIES INC.’ request, OEM/OCM documentation that authenticates traceability of the components to that applicable OEM/OCM. Purchase of parts/components from Independent Distributors is not authorized unless first approved in writing by COLUMBIA RESEARCH LABORATORIES INC. Procurement Representative. SELLER must present complete and compelling support for its request and include in its request all actions to ensure the parts/components thus procured are legitimate parts. COLUMBIA RESEARCH LABORATORIES INC.’ approval of SELLER request(s) does not relieve SELLER’s responsibility to comply with all Contract requirements, including the representations and warranties in this paragraph.
- (c) SELLER shall maintain a documented system (policy, procedure, or other documented approach) that provides for prior notification and COLUMBIA RESEARCH LABORATORIES INC. approval before parts/components are procured from sources other than OEMs/OCMs or through the OEM’s/OCM’s authorized distribution chain. SELLER shall provide copies of such documentation for its system for COLUMBIA RESEARCH LABORATORIES INC.’ inspection upon COLUMBIA RESEARCH LABORATORIES INC.’ request.
- (d) If the SELLER is providing electronic components/devices only, the following certification applies:

Certification of Origin of Product:

Acceptance of this Contract constitutes confirmation by the SELLER that it is either the Original Equipment Manufacturer (OEM), Original Component Manufacturer (OCM), or a franchised or authorized distributor of the OEM/OCM for the product herein procured. SELLER further warrants that OEM/OCM acquisition documentation that authenticates traceability of the components to that applicable OEM is available upon request. If the SELLER is not the OEM/OCM or a franchised or authorized distributor, the SELLER confirms by acceptance of this Contract that each product supplied to COLUMBIA RESEARCH LABORATORIES INC. has been procured from the OEM/OCM or a franchised or authorized distributor of the OEM/OCM. The supplier further warrants that OEM/OCM acquisition traceability documentation is accurate and available to COLUMBIA RESEARCH LABORATORIES INC. upon COLUMBIA RESEARCH LABORATORIES INC.’ request.

- (e) SELLER shall flow the requirements of this paragraph 6 to its subcontractors and suppliers at any tier for the performance of this Contract.

7. CUSTOMER COMMUNICATION

COLUMBIA RESEARCH LABORATORIES INC. shall be solely responsible for all liaison and coordination with the Customer or any higher tier contractor(s) as it affects this Contract or any Work thereunder or related thereto. Except as required by law, SELLER shall not communicate with the Customer, and any higher tier contractor(s), with respect to this Contract or any Work thereunder or related thereto, without prior approval of the COLUMBIA RESEARCH LABORATORIES INC. Procurement Representative. SELLER shall promptly notify COLUMBIA RESEARCH LABORATORIES INC. of any communications, initiated by the Customer or any higher tier contractor(s), that affects this Contract or any Work thereunder or related thereto.

8. DEFAULT

- (a) COLUMBIA RESEARCH LABORATORIES INC., by written notice, may terminate this Contract for default, in whole or in part, if SELLER fails to comply with any of the terms of this Contract, fails to make progress as to endanger performance of this Contract, or fails to provide adequate assurance of future performance. SELLER shall have ten (10) days (or such longer period as COLUMBIA RESEARCH LABORATORIES INC. may authorize in writing) to cure any such failure after receipt of written notice from COLUMBIA RESEARCH LABORATORIES INC.. Default involving delivery schedule delays shall not be subject to the cure provision.
- (b) COLUMBIA RESEARCH LABORATORIES INC. shall not be liable to pay for any Work not accepted; however, COLUMBIA RESEARCH LABORATORIES INC. may require SELLER to deliver to COLUMBIA RESEARCH LABORATORIES INC. any supplies and materials, and drawings that SELLER has specifically produced or acquired for the terminated portion of this Contract. COLUMBIA RESEARCH LABORATORIES INC. and SELLER shall agree on the amount of payment for these other deliverables.
- (c) SELLER shall continue all Work not terminated.
- (d) If after termination under subparagraph 8(a), it is later determined that SELLER was not in default, such termination shall be deemed a Termination for Convenience.

9. DEFINITIONS

The following terms shall have the meanings set forth below:

- (a) “Background Intellectual Property” shall mean Intellectual Property owned, controlled or used under license by the SELLER prior to the Effective Date of this Contract (unless delivered as Foreground Intellectual Property to COLUMBIA RESEARCH LABORATORIES INC. under a previous contract). Background Intellectual Property includes, without limitation, Software and related documentation.
- (b) “COLUMBIA RESEARCH LABORATORIES INC.” means the COLUMBIA RESEARCH LABORATORIES INC. legal entity as identified on the face of the Contract.

TERMS AND CONDITIONS OF PURCHASE

- (c) "COLUMBIA RESEARCH LABORATORIES INC. Procurement Representative" means the person authorized by COLUMBIA RESEARCH LABORATORIES INC.' cognizant procurement organization to administer and/or execute this Contract.
- (d) "Contract" means the instrument of contracting, such as "PO", "Purchase Order", or other such type designation, including all referenced documents, exhibits and attachments. If these terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a purchase order or other such document) the term "Contract" shall also mean the release document for the Work to be performed.
- (e) "Customer" means the entity with whom COLUMBIA RESEARCH LABORATORIES INC. has or anticipates having a contractual relationship to provide services or goods that utilize or incorporate the Work. For purposes of paragraphs 15 (FURNISHED PROPERTY) and 18 (INDEPENDENT CONTRACTOR RELATIONSHIP), "Customer" shall include any higher tier contractor(s).
- (f) "Electronic Signature" means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.
- (g) "Foreground Intellectual Property" means Intellectual Property conceived, developed or otherwise generated in the performance of this Contract by or on behalf of SELLER. Foreground Intellectual Property shall be used by SELLER solely in work for COLUMBIA RESEARCH LABORATORIES INC.. Foreground Intellectual Property includes, without limitation Software and related documentation.
- (h) "Intellectual Property" shall mean any legally enforceable rights, worldwide under statute or common law in respect of inventive subject matter or original works of authorship, including, but not limited to, inventions, designs, whether registered or not, patents, copyrights (including mask works), trademarks and trade secrets, discoveries, improvements, technology, designs mask works, technical information, data, Software, business information and other information.
- (i) "Open Source" means with respect to Software and any licenses of same, that Software provided under a license which permits the user to run, copy, distribute, study, change, modify and/or improve the Software but which prohibits the user from: (a) withholding improvements and/or modifications made by the user to the source code when and/if user thereafter distributes the Software; and/or (b) adding restrictions on use when redistributing or transferring the Software to third parties. For purposes of this Contract, "Open Source" Software shall also include "Free Software" as defined by the Free Software Foundation Inc. By way of example and not limitation, "Open Source" licenses shall include such licenses as the GNU General Public License, the Mozilla Public License 1.1, Apache Software License Version 2.0, the Academic Free License 2.0, and Open Software License 2.0.
- (j) "PO" or "Purchase Order" as used in any document constituting a part of this Contract shall mean this "Contract".
- (k) "SELLER" means the party identified on the face of this Contract with whom COLUMBIA RESEARCH LABORATORIES INC. is contracting. For the purposes of paragraphs 7 (CUSTOMER COMMUNICATION) and 18 (INDEPENDENT CONTRACTOR RELATIONSHIP) only, "SELLER" shall also include SELLER's agents, representatives, subcontractors, and suppliers at any tier.
- (l) "Software" means: (1) computer programs, source code, source code listings, executable code, machine readable code, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable software to be read, reproduced, recreated, or recompiled; (2) associated documentation such as operating manuals, application manuals, and installation and operating instructions that explain the capabilities of software and provide instructions on using the software; and (3) derivative works, enhancements, modifications, and copies of those items identified in (1) and (2) above.
- (m) "Work" means all required articles, materials, supplies, goods and services, including, but not limited to, technical data and Software constituting the subject matter of this Contract.

10. DISPUTES/JURY WAIVER

- (a) All disputes arising from or related to this Contract, which are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity in accordance with subparagraph 10(b) below. Until final resolution of any dispute hereunder, SELLER shall diligently proceed with the performance of this Contract as directed by COLUMBIA RESEARCH LABORATORIES INC..
- (b) COLUMBIA RESEARCH LABORATORIES INC. and SELLER agree to timely notify each other of any claim, dispute or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute or cause of action. To the extent that such negotiations fail, **COLUMBIA RESEARCH LABORATORIES INC. AND SELLER AGREE THAT ANY LAWSUIT OR CAUSE OF ACTION THAT ARISES FROM OR IS RELATED TO THIS CONTRACT SHALL BE FILED WITH AND LITIGATED ONLY IN A COURT OF COMPETENT JURISDICTION WITHIN THE STATE FROM WHICH THIS CONTRACT WAS ISSUED; AND COLUMBIA RESEARCH LABORATORIES INC. AND SELLER EACH HEREBY CONSENT AND AGREE TO THE PERSONAL JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED WITHIN THE STATE FROM WHICH THIS CONTRACT WAS ISSUED WITH RESPECT TO ANY SUCH CLAIM, DISPUTE OR CAUSE OF ACTION AND WAIVE ANY DEFENSE OR OBJECTION TO THE EXERCISE OF PERSONAL JURISDICTION AND/OR VENUE BY ANY SUCH COURT.**
- (c) **TO THE EXTENT PERMITTED BY APPLICABLE LAWS, COLUMBIA RESEARCH LABORATORIES INC. AND SELLER EACH WAIVE ANY RIGHTS WHICH EITHER MAY HAVE TO TRIAL BEFORE A JURY OF ANY DISPUTE ARISING FROM, OR RELATED TO, THIS CONTRACT. SELLER AND COLUMBIA RESEARCH LABORATORIES INC. FURTHER STIPULATE AND CONSENT THAT ANY SUCH LITIGATION BEFORE A COURT OF COMPETENT JURISDICTION SHALL BE NON-JURY.**

11. ELECTRONIC CONTRACTING

COLUMBIA RESEARCH LABORATORIES INC. and SELLER agree that if this Contract, or any order, ancillary agreement, or correspondence is transmitted electronically neither COLUMBIA RESEARCH LABORATORIES INC. nor SELLER shall contest the validity thereof, on the basis that this Contract, or the order, acknowledgement, ancillary agreement, or correspondence exists only in electronic form, an electronic record was used in its creation or formation, or it contains only an Electronic Signature or it was generated automatically, without human intervention by a system intended for the purposes of generating same.

12. EXPORT CONTROL

- (a) **SELLER shall comply with all applicable United States export control laws and regulations, including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations, 15 C.F.R. 730-774. SELLER shall obtain all required export licenses or agreements necessary to perform SELLER's Work, as applicable.**
- (b) Without limiting the foregoing, SELLER shall not transfer any export-controlled item, data or services, to include transfer to a person who is not a "U.S. Person" as defined in the ITAR (22 C.F.R. 120.15), without the authority of a United States Government export license, technical assistance agreement, or other authority. The restrictions on the transfer of export controlled data apply equally to data furnished by COLUMBIA RESEARCH LABORATORIES INC. and to any such data incorporated in documents generated by SELLER. Additionally, no disclosure of data furnished by COLUMBIA RESEARCH LABORATORIES INC. can be made unless and until COLUMBIA RESEARCH LABORATORIES INC. has considered the request and provided its written approval through contractually authorized channels. SELLER will strictly comply with the conditions in any such approval and in the export license or other Government authorization for such disclosure.
- (c) Export License, Export Agreement, or Applicable License Exemption or Exception. Further, a United States Government export license, export agreement, or applicable license exemption or exception shall be obtained by SELLER prior to the transfer of any export-controlled item, data or services to any U.S. Person that is employed by any "Foreign person" within the meaning of 22 C.F.R. 120.16.
- (d) SELLER shall notify COLUMBIA RESEARCH LABORATORIES INC. if any use, sale, import or export by COLUMBIA RESEARCH LABORATORIES INC. of Work to be delivered under this Contract is restricted by any export control laws or regulations applicable to SELLER.
- (e) SELLER shall immediately notify the COLUMBIA RESEARCH LABORATORIES INC. Procurement Representative if SELLER is listed in any Denied Parties List or if SELLER's export privileges are otherwise denied, suspended or revoked in whole or in part by any government entity or agency.
- (f) If SELLER is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, SELLER represents that it maintains an effective export/import compliance program in accordance with the ITAR and it is registered with the United States Office of Defense Trade Controls (unless covered by one of the exemptions set forth in 22 C.F.R. 122.1) as required by the ITAR.
- (g) Where SELLER is a signatory under a COLUMBIA RESEARCH LABORATORIES INC. export license or export agreement (e.g. TAA, MLA), SELLER shall provide prompt notification to the COLUMBIA RESEARCH LABORATORIES INC. Procurement Representative in the event of changed circumstances affecting said license or agreement.
- (h) SELLER shall indemnify, hold harmless and, at COLUMBIA RESEARCH LABORATORIES INC.' election, defend COLUMBIA RESEARCH LABORATORIES INC., its directors, officers, employees, and agents from and against all losses, costs, claims, causes of action, damages, liabilities and expense, including, but not limited to, reasonable attorneys' fees, all expense of litigation and/or settlement, and court costs, arising from or related to any act or omission of SELLER, its directors, officers, employees, agents, suppliers, or subcontractors at any tier in the performance of any of its obligations under this paragraph 12. SELLER shall include the requirements of this paragraph 12 in all agreements with lower tier subcontractors.
- (i) Failure of the United States Government or any other government to issue any required export or import license, or withdrawal/termination of a required export or import license by the United States Government or any other government, shall relieve COLUMBIA RESEARCH LABORATORIES INC. of its obligations under this Contract. Provided SELLER has diligently pursued obtaining such license and, through no fault of SELLER, such license has been denied, withdrawn, or terminated, SELLER shall also be relieved of its obligation under this Contract. In either event, this Contract may be terminated by COLUMBIA RESEARCH LABORATORIES INC. without additional cost or other liability.
- (j) If the technical data required to perform this Contract is subject to the United States International Traffic in Arms Regulations (ITAR), SELLER shall comply with the following:
 - (1) The technical data shall be used only in performance of Work required by this Contract; and
 - (2) The data shall not be disclosed to any other person, including lower-tier subcontractors within the same country, unless said person is expressly authorized pursuant to an export license or export agreement. The restrictions on the disclosure of export-controlled data apply to both data furnished by COLUMBIA RESEARCH LABORATORIES INC. and to any such data incorporated in documents generated by SELLER; and
 - (3) Any rights in the data may not be acquired by SELLER or any other Non-U.S. Person; and
 - (4) SELLER shall return, or at COLUMBIA RESEARCH LABORATORIES INC.' direction, destroy all of the technical data exported to SELLER pursuant to this Contract upon fulfillment of its terms;
 - (5) Unless otherwise expressly directed by COLUMBIA RESEARCH LABORATORIES INC., SELLER shall deliver the Work only to COLUMBIA RESEARCH LABORATORIES INC. or to an agency of the U.S. Government.

13. EXTRAS

Work shall not be supplied in excess of quantities specified in this Contract. SELLER shall be liable for handling charges and return shipment costs for any excess quantities.

14. FOREIGN CORRUPT PRACTICES PROHIBITION

- (a) **By accepting this Contract, SELLER certifies and represents that it has not made or solicited and will not make or solicit any offer, payment, promise to pay, or authorization to pay any money, gift, or anything of value to any governmental official or any political party, party official or candidate, either directly or through an intermediary, corruptly for the purpose of influencing any official act, omission, or exercise of influence by the recipient, to assist COLUMBIA RESEARCH LABORATORIES INC. or SELLER in obtaining or retaining business.**
- (b) **SELLER shall ensure that all lower tier subcontracts include this paragraph 14.**

15. FURNISHED PROPERTY

- (a) COLUMBIA RESEARCH LABORATORIES INC. may provide to SELLER property owned by either COLUMBIA RESEARCH LABORATORIES INC. or its Customer (Furnished Property). Unless previously authorized in writing by the COLUMBIA RESEARCH LABORATORIES INC. Procurement Representative, Furnished Property shall be used only for the performance of this Contract.
- (b) Title to Furnished Property shall remain in COLUMBIA RESEARCH LABORATORIES INC. or its Customer as applicable. SELLER shall clearly mark (if not so marked) all Furnished Property to show its ownership.
- (c) The Furnished Property shall be supplied in “as-is” condition unless otherwise expressly agreed in writing. Except for reasonable wear and tear, SELLER shall be responsible for, and shall promptly notify COLUMBIA RESEARCH LABORATORIES INC. of, any loss or damage to Furnished Property while in SELLER’s care, custody, or control. Without additional charge, SELLER shall manage, maintain, preserve, and insure Furnished Property in accordance with good commercial practice.
- (d) At COLUMBIA RESEARCH LABORATORIES INC.’ request, and/or upon completion of this Contract SELLER shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by COLUMBIA RESEARCH LABORATORIES INC..

16. FEDERAL ACQUISITION REGULATION CLAUSES

If this order indicates that is is placed under a Government prime contract or a federally-funded subcontract, then, in addition to the Columbia Research Labs., Inc. Terms and Conditions, the following clauses set forth in the Federal Acquisition Regulations (FAR), in effect on the date of this order, are incorporated herein by reference with the same force and effect as if given in full text. Where necessary to make the context of these clauses applicable to this order, the term “contractor” shall mean “seller”, the term “contract” shall mean “this order”, and the terms “Government “, “contracting officer” and equivalent phrases shall mean “buyer”. In the event of a conflict between the General Provisions and FAR clauses the FAR clauses shall prevail. Seller hereby agrees to flow down the applicable FAR clauses to its lower-tier contractors.

FAR CLAUSE	FAR CLAUSE TITLE
52.203-3	GRATUITIES
52.203-5	COVENANT AGAINST CONTINGENT FEES
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	ANTI-KICKBACK PROCEDURES
52.204-2	SECURITY REQUIREMENTS
52.211-15 *	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	AUDIT AND RECORDS – NEGOTIATION
52.215-10	PRICE REDUCATION FOR DEFECTIVE COST OR PRICING DATA
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS
52.215-12	SUBCONTRACTOR COST FOR PRICING DATA
52.215-13	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS
52.215-14	INTEGRITY OF UNIT PRICES
52.215-14 I	INTEGRITY OF UNIT PRICES ALTERNATE I
52.215-15 *	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.216-7	ALLOWABLE COST AND PAYMENT
52.216-8	FIXED FEE
52.216-10	INCENTIVE FEE
52.219-8 *	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9 *	SMALL BUSINESS SUBCONTRACTING PLAN

52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-4	CONTRACT WORK HOURS AND SAFTY STANDARDS ACT – OVERTIME COMPENSATION
52.222-20	WALSH-HEALY PUBLIC CONTRACTS ACT
52.222-26	EQUAL OPPORTUNITY
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VERTERANS
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VERTERANS
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFTY DATA
52.223-6	DRUG-FREE WORKPLACE
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17. GRATUITIES/KICKBACKS

- (a) No gratuities (in the form of entertainment, gifts or otherwise) or kickbacks shall be offered or given by SELLER, or anyone actin on SELLER's behalf, to any employee of COLUMBIA RESEARCH LABORATORIES INC. with a view toward securing favorable treatment as a supplier.
- (b) By accepting this Contract, SELLER certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 U.S.C. Sec. 51-58), both or which are incorporated herein.

18. INDEPENDENT CONTRACTOR RELATIONSHIP

- (a) SELLER's relationship to COLUMBIA RESEARCH LABORATORIES INC. shall be that of an independent contractor and this Contract does not create an agency, partnership, or joint venture relationship between COLUMBIA RESEARCH LABORATORIES INC. and SELLER or COLUMBIA RESEARCH LABORATORIES INC. and SELLER personnel. SELLER personnel engaged in performing Work under this Contract shall be deemed employees of SELLER and shall not for any purposes be considered employees or agents of COLUMBIA RESEARCH LABORATORIES INC.. SELLER assumes full responsibility for the actions and supervision of such personnel while engaged in Work under this Contract. COLUMBIA RESEARCH LABORATORIES INC. assumes no liability for SELLER personnel.
- (b) Nothing contained in this Contract shall be construed as granting to SELLER or any personnel of SELLER rights under any COLUMBIA RESEARCH LABORATORIES INC. benefit plan.
- (c) SELLER personnel: (i) will not remove COLUMBIA RESEARCH LABORATORIES INC. or its Customer's assets from COLUMBIA RESEARCH LABORATORIES INC.' or Customer's premises without COLUMBIA RESEARCH LABORATORIES INC. authorization; (ii) will use COLUMBIA RESEARCH LABORATORIES INC. or Customer assets only for purposes of this Contract; (iii) will only connect with, interact with or use COLUMBIA RESEARCH LABORATORIES INC.' computer networks and equipment, communications resources, programs, tools or routines as COLUMBIA RESEARCH LABORATORIES INC. agrees, all at SELLER's risk and expense, and then only in compliance with applicable COLUMBIA RESEARCH LABORATORIES INC. policies; and (iv) will not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers. COLUMBIA RESEARCH LABORATORIES INC. may monitor any communications made over or data stored in COLUMBIA RESEARCH LABORATORIES INC. computer networks and equipment or communications resources.
- (d) **SELLER SHALL INDEMNIFY, HOLD HARMLESS AND, AT COLUMBIA RESEARCH LABORATORIES INC.' ELECTION, DEFEND COLUMBIA RESEARCH LABORATORIES INC., ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LOSSES, COSTS, CLAIMS, PENALTIES, CAUSES OF ACTION, DAMAGES, LIABILITIES, FEES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, AND COURT COSTS, ARISING FROM OR RELATED TO ANY ACT OR OMISSION OF SELLER, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, OR SUBCONTRACTORS AT ANY TIER, IN THE PERFORMANCE OF ANY OF ITS OBLIGATIONS UNDER THIS CONTRACT.**

19. INFORMATION OF COLUMBIA RESEARCH LABORATORIES INC.

Information provided by COLUMBIA RESEARCH LABORATORIES INC. to SELLER remains the property of COLUMBIA RESEARCH LABORATORIES INC.. SELLER shall comply with all proprietary information markings and restrictive legends applied by COLUMBIA RESEARCH LABORATORIES INC. to anything provided hereunder to SELLER. SELLER shall not use any COLUMBIA RESEARCH LABORATORIES INC. provided information for any purpose except to perform this Contract and shall not disclose such information to third parties without the prior written consent of COLUMBIA RESEARCH LABORATORIES INC..

20. INFORMATION OF SELLER

SELLER shall not provide any proprietary information to COLUMBIA RESEARCH LABORATORIES INC. without prior execution by COLUMBIA RESEARCH LABORATORIES INC. of a Proprietary Information or Non-Disclosure Agreement that expressly covers the performance of Work under this Contract.

21. INSPECTION AND ACCEPTANCE

- (a) COLUMBIA RESEARCH LABORATORIES INC. and its Customer may inspect all Work at reasonable times and places, including, when practicable, during manufacture and before shipment. COLUMBIA RESEARCH LABORATORIES INC. shall perform such inspections in a manner that will not unduly delay the Work. SELLER shall provide all information, facilities, and assistance necessary for safe and convenient inspection without additional charge.
- (b) No such inspection (or election not to inspect) shall relieve SELLER of its obligations to furnish all Work in strict accordance with the requirements of this Contract. COLUMBIA RESEARCH LABORATORIES INC.' final inspection and acceptance shall be at destination.
- (c) If SELLER delivers non-conforming Work, COLUMBIA RESEARCH LABORATORIES INC. may: (i) accept all or part of such Work at an equitable price reduction; (ii) reject such Work; or (iii) make, or have a third party make all repairs, modifications, or replacements necessary to enable such Work to comply in all respects with Contract requirements and charge the cost incurred to SELLER.
- (d) When Work is not ready at the time specified by the SELLER for inspection, COLUMBIA RESEARCH LABORATORIES INC. may charge to the SELLER the additional cost of inspection.
- (e) COLUMBIA RESEARCH LABORATORIES INC. may also charge the SELLER for any costs of additional inspection and/or transportation when rejection makes reinspection necessary.
- (f) SELLER shall not re-tender rejected Work without disclosing the corrective action taken.

22. INSURANCE/ENTRY ON COLUMBIA RESEARCH LABORATORIES INC. OR CUSTOMER PROPERTY

- (a) In the event that SELLER, its employees, agents, or subcontractors enter the site(s) of COLUMBIA RESEARCH LABORATORIES INC. or its Customer for any reason in connection with this Contract, then SELLER and its subcontractors shall procure and maintain worker's compensation (with a waiver of subrogation in favor of COLUMBIA RESEARCH LABORATORIES INC.), automobile liability, comprehensive general liability (bodily injury and property damage) insurance in amounts reasonably acceptable to COLUMBIA RESEARCH LABORATORIES INC., and such other insurance as COLUMBIA RESEARCH LABORATORIES INC. may reasonably require. SELLER shall indemnify, hold harmless and, at COLUMBIA RESEARCH LABORATORIES INC.' election, defend COLUMBIA RESEARCH LABORATORIES INC., its directors, officers, employees, and agents from and against all losses, costs, claims, penalties, causes of action, damages, liabilities, fees, and expenses, including, but not limited to, reasonable attorneys' fees, all expenses of litigation and/or settlement, and court costs, by reason of property damage or loss or personal injury or death to any person arising from or related to the actions or omissions of SELLER, its directors, officers, employees, agents, suppliers, or subcontractors while on the site(s) of COLUMBIA RESEARCH LABORATORIES INC. or its Customers. With respect to any injury, including, but not limited to, death, to employees of SELLER or SELLER's agents, subcontractors or suppliers, SELLER's obligation to indemnify and defend in accordance with this paragraph 22 shall apply regardless of cause. SELLER shall provide COLUMBIA RESEARCH LABORATORIES INC. thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of SELLER's required insurance, provided however such notice shall not relieve SELLER of its obligations to procure and maintain the required insurance. If requested, SELLER shall send a "Certificate of Insurance" showing SELLER's compliance with these requirements. SELLER shall name COLUMBIA RESEARCH LABORATORIES INC. as an additional insured for the duration of this Contract. Insurance maintained pursuant to this paragraph 22 shall be considered primary as respects the interest of COLUMBIA RESEARCH LABORATORIES INC. and is not contributory with any insurance that COLUMBIA RESEARCH LABORATORIES INC. may carry. "Subcontractor" as used in this subparagraph 22(a) shall include SELLER's subcontractors at any tier.
- (b) SELLER shall ensure that personnel assigned to work on COLUMBIA RESEARCH LABORATORIES INC.' or Customer's premises comply with any on-premises guidelines. Unless otherwise authorized in writing by COLUMBIA RESEARCH LABORATORIES INC., SELLER's personnel assigned to work on COLUMBIA RESEARCH LABORATORIES INC.' or Customer's premises shall while on COLUMBIA RESEARCH LABORATORIES INC.' or Customer's premises (i) not bring weapons of any kind; (ii) not manufacture, sell, distribute, possess, use or be under the influence of controlled substances or alcoholic beverages; (iii) not possess hazardous materials of any kind; (iv) remain in authorized areas only; and/or (v) not solicit COLUMBIA RESEARCH LABORATORIES INC.' employees for employment during business hours.
- (c) All SELLER personnel, property, and vehicles entering or leaving COLUMBIA RESEARCH LABORATORIES INC.' or Customer's premises are subject to search.
- (d) SELLER shall promptly notify COLUMBIA RESEARCH LABORATORIES INC. and provide a report of any and all physical altercations, assaults or harassment, and accidents or security incidents involving death, personal injury or loss of or misuse of or damage to COLUMBIA RESEARCH LABORATORIES INC.' or Customer's property, while on COLUMBIA RESEARCH LABORATORIES INC.' or its Customer's premises.
- (e) COLUMBIA RESEARCH LABORATORIES INC. may, at its sole discretion, remove or require SELLER to remove any specified employee of SELLER from COLUMBIA RESEARCH LABORATORIES INC.' or Customer's premises and request that such employee not be reassigned to any COLUMBIA RESEARCH LABORATORIES INC. premises under this Contract. Any costs arising from or related to removal of SELLER's employee shall be borne solely by SELLER and not charged to this Contract.

23. INTELLECTUAL PROPERTY

Subparagraphs 23(a) and 23(b) are NOT applicable for commercial off-the-shelf purchases unless such off-the-shelf Work is modified or redesigned pursuant to this Contract.

- (a) **Foreground Intellectual Property:** SELLER agrees that COLUMBIA RESEARCH LABORATORIES INC. shall be the sole owner of all Foreground Intellectual Property. SELLER hereby assigns, conveys, transfers, and agrees to assign, convey or transfer all right, title, and interest in the foregoing to COLUMBIA RESEARCH LABORATORIES INC., including without limitation all copyrights, patent rights and other intellectual property rights therein and further agrees to execute, at COLUMBIA RESEARCH LABORATORIES INC.' request and expense, all assistance reasonably required and documentation necessary to perfect title therein in COLUMBIA RESEARCH LABORATORIES INC.. SELLER shall maintain and disclose to COLUMBIA RESEARCH LABORATORIES INC. written records of, and otherwise provide COLUMBIA RESEARCH LABORATORIES INC. with full access to, the subject matter covered by this paragraph 23 and that all such subject matter shall be deemed information of COLUMBIA RESEARCH LABORATORIES INC. and be subject to the protection provisions of the paragraph 19 entitled "Information of COLUMBIA RESEARCH LABORATORIES INC." SELLER shall assist COLUMBIA RESEARCH LABORATORIES INC., at COLUMBIA RESEARCH LABORATORIES INC.' request and expense, in every reasonable way, in obtaining, maintaining, and enforcing patent and other intellectual property protection on the subject matter covered by this paragraph 23.
- (b) **Background Intellectual Property:** SELLER grants and agrees that COLUMBIA RESEARCH LABORATORIES INC. shall have a nonexclusive, worldwide, perpetual, irrevocable, paid-up, royalty-free license and right to make, have made, sell, offer for sale, use, execute, reproduce, display, modify, perform, publish, distribute, copy, prepare derivatives or compilations, and authorize others to do any, some or all of the foregoing, with respect to any and all Background Intellectual Property necessary for COLUMBIA RESEARCH LABORATORIES INC. to practice or otherwise exercise its rights to Foreground Intellectual Property. SELLER shall provide all assistance reasonably required and execute all documents necessary to perfect the rights granted to COLUMBIA RESEARCH LABORATORIES INC. herein.
- (c) SELLER warrants that the Work performed and delivered under this Contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country and is free and clear of all liens, licenses, claims, and encumbrances.
- (d) SELLER shall indemnify, hold harmless and, at COLUMBIA RESEARCH LABORATORIES INC.' election, defend COLUMBIA RESEARCH LABORATORIES INC. and its Customer from and against all losses, costs, claims, penalties, causes of action, damages, liabilities, fees, and expenses, including, but not limited to, reasonable attorneys' fees, arising from or related to any action by a third party that is based upon a claim that the Work performed or delivered under this Contract infringes or otherwise violates the intellectual property rights of any person or entity. If an injunction is obtained against COLUMBIA RESEARCH LABORATORIES INC.' use of the Work or a portion thereof as a result of infringement or misappropriation of the intellectual property of any third party, SELLER shall either (i) procure for COLUMBIA RESEARCH LABORATORIES INC. and Customer the right to continue using the Work or (ii) replace or modify the Work so it becomes non-infringing. This indemnity and hold harmless provision shall not be considered an allowable cost under any provisions of this Contract except with regard to allowable insurance costs.

24. MAINTENANCE OF RECORDS

- (a) SELLER shall maintain complete and accurate records in accordance with generally accepted accounting principles and good commercial practices to substantiate SELLER's charges hereunder. SELLER shall retain such records for a minimum of ten (10) years from final payment of this Contract.
- (b) COLUMBIA RESEARCH LABORATORIES INC. shall have access to such records, and any other records SELLER is required to maintain under this Contract, for the purpose of audit during normal business hours, upon reasonable notice for so long as such records are required to be retained. Audit rights shall be available to COLUMBIA RESEARCH LABORATORIES INC. on all performance related reports and other records, except records pertaining to proprietary indirect cost data. Audit of any proprietary indirect cost data may be accomplished through a mutually agreeable third party auditor from a nationally recognized firm of certified public accountants.
- (c) SELLER shall flow the requirements of this paragraph 24 to its subcontractors and suppliers at any tier for the performance of this Contract.

25. NEW MATERIALS

Unless authorized in writing by the COLUMBIA RESEARCH LABORATORIES INC. Procurement Representative, all Work to be delivered hereunder shall consist of new materials, and shall not be used, or reconditioned, remanufactured or of such age as to impair its usefulness or safety.

26. OFFSET CREDIT/COOPERATION

All offset or countertrade credit value resulting from this Contract, and any lower tier subcontracts, shall accrue solely to the benefit of COLUMBIA RESEARCH LABORATORIES INC.. SELLER shall cooperate with COLUMBIA RESEARCH LABORATORIES INC. in the fulfillment of any foreign offset/countertrade obligations.

27. OPEN SOURCE SOFTWARE

Without the prior written approval of COLUMBIA RESEARCH LABORATORIES INC., which COLUMBIA RESEARCH LABORATORIES INC. may withhold in its sole discretion, SELLER shall not incorporate any Open Source Software, including any source code governed by an Open Source license, into Work to be performed and/or delivered under this Contract. Before COLUMBIA RESEARCH LABORATORIES INC. will consider providing written approval for the incorporation of such Open Source Software, SELLER shall first identify all Open Source Software incorporated into Work to be performed and/or delivered under this Contract, including a complete source code listing of the Software comprising the Work with a description of the operation of the Software in English and machine-readable form, together with copies of any licenses required to be accepted.

28. PACKING, SHIPMENT AND ESD SENSITIVE DEVICES

- (a) Unless otherwise specified, all Work is to be packed in accordance with good commercial practice.
- (b) Devices that are ESD sensitive shall be processed, handled, marked and packaged in accordance with MIL-STD-1686 or Industry equivalent.
- (c) A complete packing list shall be enclosed with all shipments. SELLER shall mark containers or packages with necessary lifting, loading, and shipping information, including the COLUMBIA RESEARCH LABORATORIES INC. Contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Contract number.
- (d) Unless otherwise specified, delivery shall be FOB Destination.

29. PARTS OBSOLESCENCE

COLUMBIA RESEARCH LABORATORIES INC. may desire to place additional orders for items purchased hereunder. SELLER shall provide COLUMBIA RESEARCH LABORATORIES INC. with a "Last Time Buy Notice" at least twelve (12) months prior to any action to discontinue any item purchased under this Contract.

30. PAYMENTS, TAXES, AND DUTIES

- (a) Unless otherwise provided, terms of payment shall be net for thirty (30) days from the latest of the following: (i) COLUMBIA RESEARCH LABORATORIES INC.' receipt of SELLER's proper invoice; (ii) scheduled delivery date of the Work; or (iii) actual delivery of the Work. COLUMBIA RESEARCH LABORATORIES INC. shall have a right of setoff against payments due or at issue under this Contract or any other contract between COLUMBIA RESEARCH LABORATORIES INC. and SELLER.
- (b) Each payment made shall be subject to reduction to the extent of amounts which are found by COLUMBIA RESEARCH LABORATORIES INC. not to have been properly payable and shall also be subject to reduction for overpayments.
- (c) Payment shall be deemed to have been made as of the date of mailing COLUMBIA RESEARCH LABORATORIES INC.' payment or electronic funds transfer.
- (d) Unless otherwise specified, prices include all applicable federal, state and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice.

31. PRECEDENCE

Any inconsistencies in this Contract shall be resolved in accordance with the following descending order of precedence: (1) face of the Purchase Order, release document or schedule, (which shall include continuation sheets), as applicable, to include any special terms and conditions; (2) any master-type agreement (such as corporate, operating group, or blanket agreements); (3) representations and certifications; (4) these terms and conditions; (5) statement of work; and (6) specifications or drawings.

32. PROHIBITING TRANSACTIONS/SUPPORT OF TERRORIST

SELLER will adhere to the directions provided in executive order (eo) 13224, executive order on terrorist financing –blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism, effective 09/24/2001 and any subsequent changes made to it. SELLER shall flow the requirements of this paragraph 32 to its subcontractors and suppliers at any tier for the performance of this Contract

33. QUALITY CONTROL SYSTEM

- (a) SELLER agrees to provide and maintain a quality control system to an industry recognized Quality Standard such as ISO 9001, ISO 9002, AS9100, AS9120 or at a minimum MIL-Q-9858A and/or MIL-I-45208A for control of quality and an Industry Recognized Quality Standard such as ISO 10012, ISO 17025, ANSI/NCSL Z540 or at a minimum MIL- STD-45662A for control of calibration and to provide access to SELLER's facilities at all reasonable times by COLUMBIA RESEARCH LABORATORIES INC., authorized Customer representatives, and Regulator Authorities. SELLER agrees to include, and to require its subcontractors to include, the substance of this paragraph, including this sentence, in each of its subcontracts under this Contract. Further, SELLER shall be in compliance with any other specific quality requirements identified in this Contract.
- (b) Records of all quality control inspection work by SELLER shall be kept complete and available to COLUMBIA RESEARCH LABORATORIES INC. and its Customers.
- (c) SELLER agrees to notify COLUMBIA RESEARCH LABORATORIES INC. Procurement Representative of nonconforming material that does not meet the requirements of this order that cannot be reworked to compliance. Approval will be required by COLUMBIA RESEARCH LABORATORIES INC. Procurement Representative prior to supplier shipment of nonconforming material to COLUMBIA RESEARCH LABORATORIES INC..
- (d) SELLER agrees to notify COLUMBIA RESEARCH LABORATORIES INC. Procurement with changes in product and/or process, changes of suppliers, and changes of manufacturing facility locations.

TERMS AND CONDITIONS OF PURCHASE

- e) All hardware, data, other documentation, tooling and equipment required by SELLER during the performance of this order shall be maintained under configuration control. COLUMBIA RESEARCH LABORATORIES INC.' approval of the drawing package shall constitute a baseline release for hardware fabrication. COLUMBIA RESEARCH LABORATORIES INC.' approval of other such documentation shall likewise constitute a baseline release for applicable activities. Upon receipt of such approval, the SELLER shall not implement any change in design, processes, controls, parts or proprietary data released to COLUMBIA RESEARCH LABORATORIES INC. thereafter to internal functions or second-tier suppliers without COLUMBIA RESEARCH LABORATORIES INC.' prior written approval.
- f) The SELLER shall submit Class I Engineering Change Orders (ECO's) to COLUMBIA RESEARCH LABORATORIES INC. for approval prior to implementing any such changes. COLUMBIA RESEARCH LABORATORIES INC.' approval shall in no way relieve the SELLER from complying with the requirements of the order, nor shall approval relieve the SELLER's technical responsibility for the design. The SELLER shall further submit Class II ECO's for informational purposes. Any SELLER classification disagreements shall be referred to COLUMBIA RESEARCH LABORATORIES INC. for a final decision.
- g) SELLER shall maintain a Foreign Object Debris/Damage (FOD) prevention program. When applicable, SELLER's FOD prevention program shall include:
 - (1) The review of design and manufacturing processes to identify and eliminate foreign object entrapment areas and paths through which foreign objects can migrate.
 - (2) SELLER shall employ appropriate housekeeping practices to ensure timely removal of residue/debris, if any, generated during manufacturing operations or tasks.
 - (3) SELLER shall determine if sensitive areas that may have a high probability for introduction of foreign objects should have special emphasis controls in place appropriate for the manufacturing environment.
 - (4) By delivering items to COLUMBIA RESEARCH LABORATORIES INC., SELLER shall be deemed to have certified to COLUMBIA RESEARCH LABORATORIES INC. that such items are free from any foreign material that could result in FOD.

34. **RELEASE OF INFORMATION**

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, shall be made by SELLER without the prior written approval of COLUMBIA RESEARCH LABORATORIES INC. Procurement Representative.

35. **SEVERABILITY**

Each paragraph and provision of this Contract is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Contract will remain in full force and effect.

36. **SPECIAL TOOLING**

All special tooling, the cost of which is including in the price of this purchase order, whether designed by vendor, by COLUMBIA or by a third party, shall become, upon acquisition or manufacture, the property of COLUMBIA. Vendor shall deliver such special tooling to COLUMBIA or COLUMBIA'S designees after performance is completed here under, unless such special tooling is needed to fill orders from COLUMBIA or the Government and retention by vendor of such special tooling has been condented to in writing by COLUMBIA signed by COLUMBIA'S Manager of Procurement. The term special tooling and quotes shall include, but not be limited to, all tools, dies, jigs, fixture, molds, patterns, special taps, special gages, special test equipment, other special equipment as manufacturing aids and replacement thereof, acquired or manufactured by vendor for the performance of this purchase order, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the production of supplies or parts hereof, or the performance of such services as are to be supplied to COLUMBIA hereunder.

37. **STOP WORK ORDER**

- (a) SELLER shall stop Work for up to ninety (90) days in accordance with the terms of any written notice received from COLUMBIA RESEARCH LABORATORIES INC., or for such longer period of time as COLUMBIA RESEARCH LABORATORIES INC. and SELLER may agree and shall take all reasonable steps to minimize the incurrence of costs allocable to the Work during the period of Work stoppage.
- (d) Within such period, COLUMBIA RESEARCH LABORATORIES INC. shall either terminate or continue the Work by written order to SELLER. In the event of a continuation, an equitable adjustment in accordance with paragraph 4 "Changes" shall be made to the price, delivery schedule, or other provision affected by the Work stoppage, if applicable, provided that the claim for equitable adjustment is made within thirty (30) days after such continuation.

38. **SURVIVABILITY**

If this Contract expires, is completed, or is terminated, SELLER shall not be relieved of those obligations contained in the following provisions:

Applicable Laws	Independent Contractor Relationship	Parts Obsolescence
Disputes/Jury Waiver	Information of COLUMBIA RESEARCH LABORATORIES INC.	Release of Information
Electronic Contracting	Insurance/Entry on COLUMBIA RESEARCH LABORATORIES INC. or Customer Property	Special Tooling
Export Control	Intellectual Property	Warranty
Furnished Property	Maintenance of Records	

39. TERMINATION FOR CONVENIENCE

- (a) For specially performed Work: COLUMBIA RESEARCH LABORATORIES INC. may terminate part or all of this Contract for its convenience by giving written notice to SELLER. Upon receipt of such notice SELLER shall immediately: (i) cease work; (ii) prepare and submit to COLUMBIA RESEARCH LABORATORIES INC. an itemization of all completed and partially completed deliverables and services; (iii) deliver to COLUMBIA RESEARCH LABORATORIES INC. deliverables satisfactorily completed up to the date of termination at the agreed upon prices in this Contract; and (iv) deliver upon request any Work in process. SELLER shall use reasonable efforts to mitigate COLUMBIA RESEARCH LABORATORIES INC.' liability under this paragraph 39 by, among other actions, accepting the return of, returning to its suppliers, selling to others, or otherwise using the canceled deliverables (including raw materials or work in process) and provided such expenses do not exceed the prices set forth in this Contract. COLUMBIA RESEARCH LABORATORIES INC.' only obligation shall be to pay SELLER a percentage of the price reflecting the percentage of the Work performed in accordance with the Contract schedule prior to the notice of termination, plus reasonable charges that SELLER can demonstrate to the satisfaction of COLUMBIA RESEARCH LABORATORIES INC., using generally accepted accounting principles, have resulted from the termination. SELLER shall not be paid for any Work performed or costs incurred which reasonably could have been avoided.
- (b) For other than specially performed Work: COLUMBIA RESEARCH LABORATORIES INC. may terminate part or all of this Contract for its convenience by giving written notice to SELLER and COLUMBIA RESEARCH LABORATORIES INC.' only obligation to SELLER shall be payment of SELLER's standard restocking or service charge, not to exceed ten (10) percent of the price of the terminated Work.
- (c) In either case, SELLER shall continue all Work not terminated.
- (d) In no event shall COLUMBIA RESEARCH LABORATORIES INC. be liable for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the total Contract price. SELLER's termination claim shall be submitted within sixty (60) days from the effective date of the termination.

40. TIMELY PERFORMANCE

- (a) SELLER's timely performance is a critical element of this Contract.
- (b) Unless advance shipment has been authorized in writing by COLUMBIA RESEARCH LABORATORIES INC., COLUMBIA RESEARCH LABORATORIES INC. may store at SELLER's expense, or return, shipping charges collect, all Work received in advance of the scheduled delivery date.
- (c) If SELLER becomes aware of difficulty in performing the Work, SELLER shall timely notify COLUMBIA RESEARCH LABORATORIES INC., in writing, giving pertinent details. This notification shall not change any delivery schedule.
- (d) In the event of a termination or change, no claim will be allowed for any manufacture or procurement in advance of SELLER's normal flow time unless there has been prior written consent by COLUMBIA RESEARCH LABORATORIES INC.' Procurement Representative.

41. WAIVER, APPROVAL, AND REMEDIES

- (a) Failure by COLUMBIA RESEARCH LABORATORIES INC. to enforce any provision(s) of this Contract shall not be construed as a waiver of the requirement(s) of such provision(s), or as a waiver of the right of COLUMBIA RESEARCH LABORATORIES INC. thereafter to enforce each and every such provision(s).
- (b) COLUMBIA RESEARCH LABORATORIES INC.' approval of documents shall not relieve SELLER from complying with any requirements of this Contract.
- (c) The rights and remedies of COLUMBIA RESEARCH LABORATORIES INC. in this Contract are cumulative and in addition to any other rights and remedies provided by law or in equity.

42. WARRANTY

SELLER warrants that all Work furnished pursuant to this Contract shall strictly conform to all specifications, drawings, samples, and descriptions, and other requirements of this Contract and be free from defects in design, material and workmanship. The warranty shall begin upon final acceptance and extend for a period of one (1) year. If any non-conformity with Work appears within that time, SELLER shall promptly repair, replace, or reperform the Work. Transportation of replacement Work and return of non-conforming Work and repeat performance of Work shall be at SELLER's expense. If repair or replacement or reperformance of Work is not timely, COLUMBIA RESEARCH LABORATORIES INC. may elect to return the non-conforming Work or repair or replace Work or reprocure the Work at SELLER's expense. All warranties shall run to COLUMBIA RESEARCH LABORATORIES INC. and its Customers. **Any implied warranty of merchantability and fitness for a particular purpose is hereby disclaimed.**

43. PURCHASE ORDER CLAUSES FOR QUALITY CONTROL

Note: The following Clauses apply if listed on Purchase Order.

200 Control of Quality

SELLER agrees to provide and maintain a quality control system to an Industry Recognized Quality Standard such as ISO 9001, ISO 9002, AS9100, AS9120 or at a minimum MIL-Q-9858A and/or MIL-I-45208A and to provide access to SELLER's facilities at all reasonable times by COLUMBIA RESEARCH LABORATORIES INC., authorized Customer representatives, and Regulator Authorities. SELLER agrees to include, and to require its subcontractors to include, the substance of this paragraph, including this sentence, in each of its subcontracts under this Contract. Further, SELLER shall be in compliance with any other specific quality requirements identified in this Contract.

210 Control of Calibration

The seller shall provide and maintain a system that complies to an Industry Recognized Quality Standard such as ISO 10012, ISO 17025, ANSI/NCSL Z540 or at a minimum MIL-STD-45662A. Compliance with the provision of this clause in no way relieves the seller of the responsibility to furnish acceptable supplies as specified on the purchase document. All work performed under this system is subject to Columbia Research audit at any time during the sellers performance of this order.

220 Source Surveillance Government

The Government reserves the right to inspect any or all the work included in this order at the suppliers plant.

230 Government Source Inspection

All work in this order is subject to inspection and test by the Government at all times (including the period of performance) and places, and in any event prior to shipment. The Government Representative who normally services your plant should be notified forty-eight (48) hours in advance of the time articles or processes are ready for inspection or test.

300 Source Inspection – Government

Government inspection is required prior to shipment from your plant. Upon receipt of this order, promptly notify the Government Representative who normally services your plant, so that appropriate planning for Government Inspection can be accomplished. On receipt of this order, promptly furnish a copy to the Government Representative who normally services your plant, or if none to the nearest Army, navy, Air Force or Defense Supply Agency Inspection Office. In the event the representative or office cannot be located, out purchasing agent should be notified immediately. Evidence of Government inspection will be shown on the shipping document.

310 Government Source Inspection- General

During performance of this order, your quality control or inspector systems and manufacturing processes are subject to review, verification and analysis by authorized Government Representative. Government Inspection or release of product by Supplier Source Inspection is not required unless you are otherwise notified. You shall provide a copy of this order to your Government Representative upon his request.

320 Quality Control Requirements for Subcontracts

The seller shall comply with an Industry Recognized Quality Standard.

330 Source Surveillance

Columbia Research laboratories reserves the right to survey any and all work performed on this order at the sellers plant. Unless otherwise notified, release or shipment under this purchase order will not be withheld for Columbia Source Surveillance.

340 Source Acceptance

Items on his purchase order shall be accepted at the sellers facility. Columbia's Quality Representative shall witness at any stage of manufacture, processing, test or inspection or items produced for Columbia.

The seller shall make available space, records, test equipment, tools, or personnel necessary to accomplish the acceptance.

The seller shall notify Columbia Procurement Buyer forty-eight (48) hours in advance of work performance, to permit scheduling of personnel. Evidence of source acceptance must accompany shipment, as evidence by Quality Representative Stamp on shipping document.

400 Seller's Quality Plan

The seller shall submit to the Columbia Procurement Buyer, a quality plan describing the production flow, special process, inspection and test points used in the manufacture of the items described in the purchase document. Three legible and reproducible copies shall be submitted to Columbia a minimum of two weeks prior to implementation. Columbia will furnish written notice to supplier within 10 working days after receipt, the results of the review. The seller is subject to audit by Columbia Research. The audit will be conducted using the approved plan submitted and approved by Columbia.

410 Inspection Instructions

Copies of Inspection Check Lists are furnished with this order are to be completed by the supplier and must accompany each shipment for which they apply.

420 First Article Inspection

First Article Inspection and Test Requirements are to be followed as described in SAE AS9102, Aerospace First Article Inspection Requirements or supplier equivalent. When documenting the FAI, the Seller may use the forms contained with the SAE AS9102 specification or their equivalent, so long as the forms contain all the information required by SAE AS9102. This requirements does not apply for parts ordered to a military specification or commercial-off-the-self part number. The supplier agrees to retain objective evidence, including records of the inspections and tests performed. Copies of such records shall be provided to the buyer upon request.

If the first piece submitted fails to meet the inspection acceptance requirements, a new first piece will be submitted for approval. This procedure shall be continued until an acceptable first article has been approved. First article acceptance shall be based on the requirements of the drawing, specification and purchase document as applicable. Acceptance of the first article shall not be considered acceptance of subsequent part production. Submission of a first article shall be accompanied by the physical data found by the supplier, the tool number used to produce the part(s) and in the case of parts produced on molds, dies, etc. with more than one cavity, the seller shall submit a first article from each cavity and identify the first article to indicate the cavity it represents.

430 Process Certification

Each shipment will be accompanied by a reproducible copy of a certification signed by a responsible representative of the seller performing the process.

Equipment, personnel, and procedures of the seller or his subcontractor indicated by Columbia specification, C/P or standards must be approved by Columbia prior to performance under this order.

The seller is responsible for all special process, and must maintain objective evidence of quality control of the process. Special processes may be but, not limited to, plating heat treating, anodizing, welding, cleaning, painting. Records of the process must be maintained by the seller for Columbia Research.

The certification shall contain the purchase order number, specification and or standards process was performed to and specific requirements listed on the purchase order.

If the process was performed by the other than the seller, the name of the firm shall be noted on the certification of the seller.

Certification must contain the signature of a responsible representative of the seller and his or her title.

440 Social Process Coupons

Process coupons that have been supplied by Columbia Research and have followed the components through the process shall be inspected and tested for workmanship adhesion and thickness per specification and or standards listed on this purchase order.

450 Chemical/Physical Test

Each shipment must be accompanied by two (2) legible copies of these reports, identifiable with the material submitted. Reports must contain the purchase order number, the specification and revision, heat and/or lot number it represents.

- (a) Chemical analysis actual data
- (b) Physical analysis actual data

Reports must contain the signature of a responsible representative of the organization performing the test.

460 Certification of Material

Each shipment must be accompanied by two (2) legible copies of a certification which states that the item supplied was made from material which meets the requirements of the Purchase Order/Blue Prints/Specifications and that actual test reports are on file and available for examination.

The drawing number, specification number and their revision letter or number, as well as the serial number for which they apply, must appear on the certification. The certification must contain the signature of a responsible representative of the seller and his title.

470 Certification of Compliance

- A. Each shipment must be accompanied by one (1) legible copy of a certificate which states that the items supplied were made from parts or from material which was supplied by Columbia Research. The certification must contain the number of the shipping document the supplier received the items on, and must be signed by an authorized representative of the seller.
- B. Each shipment must be accompanied by a Certificate of Compliance signed by an authorized representative, stating material meets applicable specifications, in accordance with the purchase order.

480 Lot Inspection

Unless otherwise stated in the purchase order, material, special processes or fabricated parts being supplied to Columbia Research shall be inspected by the seller. Samples shall be selected from each lot and acceptance of that lot shall be determined in accordance with ANSI/ASQC Z1.4 with C=0. Final acceptance of lot will be made at Columbia Research incoming inspection.

500 Traceability

When parts are joined in an assembly, the seller shall prepare an "Assembly History Log", identifying each part in the assembly including Columbia furnished parts when applicable.

Standard purchase parts shall be lot controlled. Fabricated parts shall be identified with serial number, material type, heat number, C/P and specification with applicable change letter or number.

Components in the assembly shall be traceable to the records of acceptance by part number, serial number, lot number, of material from which the components were fabricated by the supplier, and shall accompany parts they represent to Columbia.

510 Identification of Shelf Life Materials

Seller shall identify each item, package or container with the cure date or manufacturing date, expiration date and special storage or handling conditions; in addition to the normal identification of name, part of code number, specification number, type, size, quantity, etc. This identification, including special handling conditions shall be recorded on the certification and signed by an authorized representative of the seller.

520 Shelf Life Material Installed in an Assembly

A. Each shipment will be accompanied by a certification signed by a responsible representative of the seller for an assembly/assemblies incorporating a shelf life material which does not have age control after installation, such as adhesives, resin, plastic base paints, etc., stating that the materials were properly controlled prior to use in the assembly, and were within the shelf life period. The certification shall be identifiable to the assembly produced and this purchase order.

B. Seller shall furnish cure date, assembly date, part name and number and manufacturer's identification for rubber parts to assembly and the component part in the assembly it represents.

530 Corrective Action – Non Conforming Material

The seller shall comply with the provisions of "Corrective Action and Disposition System For Non Conforming Material" to an Industry Recognized Quality Standard.

600 Non-Destructive Test Reports

The supplier shall furnish two (2) legible and reproducible copies of the actual test results identifiable with the material or parts they represent as well as the specification, (revision letter or number) to which they comply. The reports must be signed by a responsible representative or agency performing the test, and the serial number when parts are serialized.

When radiographic, ultrasonic, dye penetrant, magnetic particle, eddy current or other pulse echo tests are performed, the seller shall prepare and make available upon demand of the buyer technique cards used in the performance of the test.

610 X-Ray Requirements

Items on this purchase order requiring radiographic inspection will have to be interpreted and processed by a Columbia approved source (seller or his subcontractor) in accordance with C/P, specifications and applicable standards.

Laboratory personnel (seller or his contractor) reading and interpreting film for Columbia NDT/Quality Assurance section.

The seller shall complete a report that will identify and cross reference the film, the report, and part(s) by serial number (if applicable). The report shall also contain the C/P and specification number as well as the revision to which the exposure was accomplished.

Two (2) legible copies of the report signed by a responsible laboratory representative and the reader of the exposure must accompany the material.

The film shall be retained on the file at the subcontractor and made available to Columbia upon request.

620 Test Reports

Actual functional test reports referencing purchase order number, seller's name, part number, part name, serial number if applicable and date of test must accompany each shipment. These must be signed by or stamped by authorized representative of the seller's Quality Control Department.

630 Functional Test Reports – Pressure, Leak or Mechanical Test

Each shipment will be accompanied by two (2) legible and reproducible copies signed by a responsible representative of the seller or agency performing the test, listing the parameters and results of the test described by the purchase order, C/P or specification.

The report must reflect the serial number, the C/P or specification (Rev. letter or number) to which the test was performed.

640 Functional Test Certification

each shipment will be accompanied by two (2) legible and reproducible copies of a certification, stating that the functional test reports for the specified requirements are on file and available for examination. The certification must contain the signature of a responsible representative of the seller or agency performing the test. The drawing and specification revision letter or number as well as serial numbers, if applicable, must appear on the certification.

650 Objective Data

Each shipment must be accompanied by two (2) legible and reproducible copies of blueprint dimensions and the actual dimensions found by the supplier's inspection. These data sheets shall be signed by a responsible representative of the seller assuring conformance to the requirements.

660 Test Bars (Castings)

The supplier shall furnish with each melt of a shipment.

A. Two test bars prepared to Federal Test Standard 151 of each heat treat and melt as casting supplied.

B. One spectrographic disc representing castings heat or melt supplied.

C. Test bars and disc shall be identified with purchase order number, alloy identification and heat or melt it represents.

670 Test Bars (Forgings)

The supplier shall furnish with each shipment:

- A. Two (2) test bars prepared to Federal Test Standard 151 of each heat as the forging supplied.
- B. Test Bar shall be identified with purchase order number, alloy identification and heat number it represents.

680 Redline Charts (Gears)

Furnish a continuous "Redline" chart for each article in this shipment. Redline charts shall be for one complete revolution with an indication of "Start" and "Stop". The chart shall be accompanied by a certification of material and process compliance to purchase order, blueprint, specifications, etc., and shall spell out the applicable document and revision letter or date. A legend shall also be provided for strip chart interpretation.

690 Qualified Products List (QPL) Certification

- A. Qualified Products from Mfg. or Dist. Listed on QPL

The Mfg. or Dist. Shall furnish the manufacturer's name and part number designation of the product with each shipment. This shall appear preprinted on a Tag affixed to the parts or if size of parts do not permit, the information shall appear on a label or on the box in which the parts are contained.

- B. Qualified Products from Suppliers or Dist. Not on QPL

The seller shall furnish two (2) copies of a certification with each shipment as follows:

" Seller certifies that the product and/or supplies shipped have been qualified (Manufacturer's Name) under reference test number _____ and QPL (or interim approval) number _____. Manufacture's certification is on file at sellers facility".

- C. QPL Item Incorporated Into End Item

The seller shall furnish two (2) copies of a certification which lists the QPL items, manufacture's name and designation, QPL reference number which are incorporated into an end item and meet the qualifications of the QPL.

700 Manufacturing Lot or Batch Number Control

All parts on this order will be identified with a lot or batch number; where size and shape does not permit stamping, the smallest unit package shall be stamped. A lot or batch will be defined as material or parts produced by a single type, grade class, size or composition under an unchanged manufacturing process, under one purchase document, by one manufacturer in accordance with the same drawing and/or specification revision unless otherwise defined in the P/O.

710 Heat or Melt Identification

All parts and/or material shall be identified with the heat, melt or heat code or lot number. When stamping of parts is not practical, they shall be rubber stamped, or if size or shape does not permit stamping, the smallest unit container will be identified with this information.

800 Report or Discrepancy

Any departure from drawings, specification or purchase order must be reported to Columbia Research by either a form or a letter by the seller. The departure must be approved by the Columbia Research Quality Control Department in writing prior to shipment. A copy of the approval must accompany the shipment of parts it represents.

900 Packaging

Unit pack one (1) per package within a preservative wrap per method IC-1 of MIL-P-116.

The seller shall provide a certification with each shipment signed by a responsible representative of the seller containing the following information: Columbia purchase order number, cure date, manufacture date, batch/lot number, material specification, compound number and revision as well as the part number.

910 Seller Controlled Products

A copy of applicable specifications, drawings and/or catalog fly sheets must accompany only the initial shipment of parts on this purchase order. No changes shall be made on subsequent shipments against this purchase order unless authorized by Columbia Research.

920 Operating Time/Cycle data

The seller shall initiate and maintain a record of operating time and cycle record of acceptance testing in the performance of this purchase order. Operating time and/or cycle is requirement of this purchase order and must be submitted with each shipment traceable to the part it represents by serial number.