

**Terms and Conditions of Purchase
Foreign Corrupt Practices Addendum**

1. RECITAL

- (A) BUYER and SELLER are committed to conduct operations ethically and in compliance with the laws of the United States and any other country in which they do business. This includes laws against commercial bribery, payments to government officials and money laundering, and compliance with local tax laws, import/export regulations, and laws governing the payment of applicable customs and duties.

2. SPECIFIC REPRESENTATIONS, WARRANTIES AND COVENANTS RELATING TO ANTICORRUPTION AND IMPORT/EXPORT LAWS.

- (A) SELLER represents, warrants, and covenants that, in executing and performing this Agreement, it will conduct its operations ethically and in accordance with the laws of the United States and any country in which BUYER or SELLER do business, including but not limited to laws that prohibit commercial bribery, payments to officials, and money laundering (the "Anticorruption Laws"), and laws requiring compliance with local tax laws, import/export regulations and payment of applicable customs and duties ("Import/Export Laws").
- (B) SELLER represents, warrants and covenants that it, its directors, officers, employees agents, assigns, subcontractors, representatives and/or consultants are familiar with, and will comply in all respects with, the Anticorruption Laws and the Import/Export Laws.
- (C) SELLER represents, warrants and covenants that it, its directors, officers, employees agents, assigns, subcontractors, representatives and/or consultants will not authorize or make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, in connection with this Agreement to:
- (1) Any government official to influence the official for the purpose of obtaining or retaining business or securing some other improper advantage;
 - (2) Any employee of a private company in order to improperly induce that employee to provide any competitive advantage to BUYER or SELLER in selling products or services or in otherwise doing business with that company.
- (D) These representations and warranties shall be deemed to be continuing in effect throughout the term of the Agreement. SELLER shall promptly advise BUYER, of any change in circumstances which may affect the continuing validity of the representations and warranties.
- (E) Records. SELLER shall maintain, during the term of the Agreement and for at least five (5) years after expiration or termination of the Agreement, accurate books and records, including but not limited to copies of all customer, sub-consultant, and other correspondence, customer, sub-consultant, and other agreements. Records of expenses incurred, and records of payments received, relating to SELLER's performance of its obligations under the Agreement, and will permit examination and audit thereof BUYER's personnel designated agents at all reasonable times during and after the term of this Agreement.
- (F) If in BUYER's sole judgment, any breach of any section of this paragraph has occurred; BUYER is entitled to terminate the Agreement effective immediately on five (5) days written notice to SELLER.

TERMS AND CONDITIONS OF PURCHASE

- 1. GENERAL.** This Purchase Order constitutes Buyer's offer. It becomes a binding contract on the terms provided herein when it is accepted either by acknowledgement or by performance. Acceptance of this Purchase Order is hereby expressly limited to the terms hereof, and no term in any acknowledgement or other document of Seller which is in addition to or different from any term hereof shall become a part of this Purchase Order unless agreed to in writing by Buyer. All rights and remedies conferred upon Buyer hereunder shall be cumulative and in addition to, and not in lieu of any rights and remedies conferred upon Buyer by law.
- 2. SHIPPING.** All materials or articles furnished by Seller hereunder shall be shipped in accordance with shipping instructions provided by Buyer, or, if no such instructions are provided, by the route and mode of transportation involving the lowest cost. Seller shall be liable for any cost, loss, damage, liability (including any cost, loss, damage or liability resulting from delay in receipt of shipments) or excess shipping cost incurred by or for the account of Buyer as a result of Seller's failure to comply with this paragraph 2. No charge will be allowed for cartage or packing unless specifically agreed in writing by buyer. When the terms of delivery are F.O.B. destination, all transportation charges shall be at seller's expense.
- 3. DELIVERY.** Time is of the essence of this transaction. Delivery must be effected within the time stated in this Purchase Order, otherwise Buyer may, at Buyer's option, without incurring any liability, (a) extend the time for delivery, (b) cancel all or any part of this Purchase Order. No C.O.D. shipments will be accepted.
- 4. PAYMENT AND DISCOUNT.** All prompt payment discount periods applicable hereto shall commence on the date Buyer finally accepts the articles or material or the date Buyer receives an acceptable invoice therefore, whichever is later. Unless otherwise agreed by buyer in writing, no partial or advance payments will be made, nor will any drafts be honored.
- 5. WARRANTY.** Seller warrants all articles and materials delivered hereunder to be free from all defects, including defects in labor, materials design and fabrication, and to fully comply with all applicable laws, regulations and industry standards. All materials and articles furnished must conform strictly to specifications, drawings, samples or other descriptions furnished, the workmanship, and, where materials to be used are not specified, the materials must be the best of their respective kinds. The foregoing warranties shall inure to the benefit of Buyer, its successors, assigns and customers and to the users of Buyer's products, and shall survive acceptance and use of and payment for such articles or materials.
- 6. INSPECTION.** All materials and articles to be furnished hereunder are subject to final inspection by Buyer after receipt thereof, and Buyer, in addition to any other rights of Buyer, may reject or revoke acceptance of all or any portion of such materials or articles which fail to conform to the requirements of this Purchase order. Any materials or articles so rejected will be returned to Seller's sole risk and expense, and Seller will promptly refund any payment therefore made by Buyer on account thereof, or, at Buyer's discretion, Seller will repair or replace such articles or materials. Buyer and Buyer's customer may inspect the materials and workmanship covered by this Purchase Order from time to time at any reasonable time, including during manufacture, and at any reasonable place, including Seller's works. Any inspection or approval at Seller's works or elsewhere during or after manufacture, whether or not such inspection or approval be provided for by the terms of this Purchase Order, shall be provisional only and shall not constitute final acceptance or be construed as a waiver of the foregoing right of final inspection and approval or rejection after receipt of materials or articles by Buyer. If materials or workmanship covered by this Purchase Order are subject, under agreements between Buyer and its customer or otherwise, to inspection and acceptance by Buyer's customer acceptance by Buyer shall be contingent upon such inspection and acceptance by such customer.
- 7. EXCESS AND EARLY SHIPMENTS.** Unless otherwise specified herein, the quantity set forth herein is the net quantity to be delivered, and no payment shall be made for shipments in excess of such quantity unless authorized by Buyer in writing. Shipments received in advance of the scheduled delivery date may, at Buyer's option, be returned at Seller's sole risk and expense.
- 8. CHANGE IN SPECIFICATIONS.** Buyer reserves the right by notice to Seller, whether written or oral, to make changes in specifications, drawings, delivery date, quantity or shipping instructions applicable to any materials and/or service covered by this Purchase Order. Any differences in the price applicable to, or the time required for performance of this Purchase Order resulting from changes specified in such notice to Seller shall be equitably adjusted and this Purchase Order shall be modified in writing accordingly. No increase in price or time shall be made, however, with respect to any such change relating to materials which are Seller's standard products, nor in any event unless Buyer receives from Seller a claim in writing for such increase within 30 days after the receipt by Seller of such notice to make changes. If any such increase in price or time is subject to approval by a contracting Officer on behalf of the federal government, such increase shall not exceed the amount or time approved by such officer.
- 9. PROPRIETARY INFORMATION.** As used herein, the term "Proprietary information" includes any information of confidential or proprietary nature obtained from Buyer and any information obtained from Buyer which is not readily available to Buyer's competitors and which if known by a competitor of Buyer, might lessen any competitive advantage of Buyer or give such competitor a competitive advantage. Buyer retains ownership of all Proprietary information and all documentation which contains Proprietary information. Seller shall not disclose, duplicate or reproduce any proprietary information nor shall seller use Proprietary Information other than in the course of performing its obligations hereunder. Seller shall take all reasonable steps to prevent the disclosure, duplication or reproduction of any information (whether or not marked "Proprietary Information"). Notwithstanding the foregoing, Seller shall not be required to refrain from disclosing or using any Proprietary Information which has become known to Seller If the original source of such Proprietary Information was not Buyer or any party affiliated with Buyer or having a relationship of confidentiality with Buyer.
- 10. COMPLIANCE WITH LAWS.** In the performance of this purchase order, Seller shall at all times comply with all applicable industry standards and federal, state and local laws, rules and regulations, including but not limited to federal and state workers compensation laws, the Fair labor Standards Act of 1938 as amended, and all rules and regulations promulgated there under. Without limiting the foregoing, by accepting this Purchase Order Seller certifies that all materials and articles to be furnished hereunder will be produced in compliance with the Fair labor Standards Act of 1938 as amended.
- 11. DEFAULT AND EXCUSABLE DELAYS.** Any failure by Seller to fully comply with any requirement of this Purchase Order, including, but not limited to, failure to meet the delivery schedule set forth herein, shall constitute a default. Upon Seller's default, Buyer may, at its option and addition to any other remedies to which Buyer may be entitled, cancel all or any portion of this Purchase Order. Except as otherwise provided in the following sentence, Seller shall reimburse Buyer for any cost, loss, damage and liability incurred by Buyer by reason of Seller's default. Seller shall not, however, be liable for any additional cost, loss, damage or liability of Buyer resulting from any delay in delivery hereunder to the extent delivery is made impossible by reason of unforeseeable causes beyond the control of seller which are not attributable in whole or in part to any act or failure to act by Seller, provided Seller uses its best efforts to effect delivery in a timely manner.
- 12. TERMINATION FOR CONVIENIENCE:** Buyer reserves the right at any time to terminate this Purchase Order, in whole or in part, for Buyer's convenience by delivery to Seller of written notice of such termination. In the event of such termination, Buyer shall pay Seller as its sole and exclusive compensation under this Purchase Order the price specified herein for the portion, if any, of Seller's performance hereunder which has therefore been finally accepted by Buyer.

Notwithstanding the foregoing if the articles or materials to be furnished hereunder consist of items specially manufactured to Buyer's design or specifications, Buyer, in its discretion, may elect within a reasonable time after giving notice of termination hereunder to accept delivery of all or any portion of such articles or materials, finished or unfinished, not previously accepted by Buyer, and to pay Seller as its sole and exclusive compensation therefore the lesser of: (i) the sums (not including allowance for overhead or profit) actually expended by Seller to procure and/or process such articles or materials, and (ii) that portion of the contract price for such articles or materials which Buyer reasonably determines corresponds to the extent to which Seller has completed its performance with respect to such articles or materials. Buyer may exercise its right hereunder, at any time, whether or not Seller is or has been in default hereunder.

13. INDEMNITY; INSURANCE. Seller agrees to indemnify and hold harmless buyer, its customers, and all persons claiming under Buyer against all claims, demands, costs, loss, damage and liability based on (i) actual or alleged infringement of any U.S. patent, trademark or similar right by, or (ii) actual or alleged defects in material, workmanship or design of, materials or articles furnished by Seller hereunder. Seller shall settle or defend at its expense all such claims and suits asserted or brought against Buyer and shall pay all damages, costs, fines and assessments resulting there from, provided, however, that seller shall not settle any such claim or suit without Buyer's written consent. Seller further agrees to indemnify and hold harmless Buyer, its customers, and all persons claiming under Buyer against any and all claims, demands, costs, loss, damage and liability arising out of personal injury, including death, or loss or destruction of property attributable in any way to performance by Seller of its obligations hereunder. Without limiting the foregoing, if Seller's work hereunder involves operations by Seller on premises occupied by Buyer or Buyer's customer, Seller shall take all precautions necessary to prevent the occurrence of any personal injury or loss or destruction of property in connection with such operations, and Seller shall at all times maintain such public liability, property damage, employer's liability and worker's compensation insurance as to fully protect Buyer and Buyer's customers against any potential liability with respect to the foregoing.
14. LIENS. All materials or articles furnished by Seller hereunder shall be free of all liens and encumbrances, and at Buyer's request Seller shall deliver to Buyer a release of all liens or other evidence thereof satisfactory to Buyer.
15. PROPERTY FURNISHED BY BUYER. Seller shall use any designs, tools, patterns, drawings, information, equipment or other property furnished by Buyer hereunder only in the performance of Seller's obligations hereunder and not otherwise, except with Buyer's written consent. All such property shall remain the property of Buyer, and Buyer shall at all times have the right to enter Seller's premises and remove such property without liability to Seller. Upon completion or termination of this Purchase Order, all such property shall be returned to Buyer, unless Seller is otherwise advised in writing by Buyer. When Buyer furnishes materials to be used in the performance of this Purchase Order, all such material, except that which becomes normal industrial waste or is replaced at Seller's expense, shall be returned to Buyer in the form of finished parts or unused material. Seller shall exercise reasonable care in safeguarding all materials furnished by Buyer hereunder. Buyer reserves all patent copyright and trade secret rights to all features of any property furnished by Buyer. Buyer does not in any way warrant the property which it furnishes. Unless otherwise specified herein, the purchase price set forth herein includes all costs incurred or to be incurred by Seller, including without limitation costs of all property, such as (but not limited to) gauges, jigs, fixtures, molds, tools and patterns, that may be obtained or required by Seller, in connection with the manufacture, fabrication or assembly of the materials or articles called for herein.
16. TAXES, CEILING PRICES. The prices set forth herein include all applicable taxes excepting sales tax and such prices shall not be subject to change as a result of any change in Seller's tax liabilities." "Seller warrants that the prices invoiced hereunder will be as low as any prices in effect at the date of such invoice with respect to similarly situated customers of Seller purchasing comparable quantities of similar products. Seller warrants that the prices invoiced hereunder will not exceed the lower of (i) the prices set forth herein, or (i i) ceiling prices established pursuant to an statute, executive order, ordinance or governmental regulation or by any governmental agency.
17. ASSIGNMENT. Neither this Purchase Order nor any interest herein shall be assigned or transferred in whole or in part by Seller purchasing comparable quantities of similar products. Seller warrants that the price invoiced hereunder will not exceed the lower of (i) the prices set forth herein, or (ii) any applicable ceiling prices established pursuant to any statute, executive order, ordinance or governmental regulation or by any governmental agency.
18. RECORDS. Seller agrees that the Comptroller General or other government agency or any of their duly authorized representatives shall, until the expiration of three years after final payment under this Purchase Order, have access to and the right to examine any pertinent books, documents, papers and records of Seller involving transactions related to this Purchase Order, to the extent such requirement is imposed on Buyer by law or contract or otherwise.
19. CALIFORNIA LAW. This Purchase Order shall for all purposes be governed by and interpreted in accordance with the law of the State of California as such law is applied to contracts between California residents made and to be performed entirely in California.
20. ENTIRE AGREEMENT, NOTIFICATION. This document and the herein contain the entire agreement of the parties hereto with respect to the subject matter hereof, and no terms conditions in any way modifying the forgoing provisions shall be binding upon Buyer, unless hereafter made in writing and signed by an authorized representative of buyer. Without limiting the foregoing, no modification shall be effected by the receipt of Seller's acknowledgements, invoices, shipping documents or other forms containing terms or conditions in addition to or different from the terms and conditions set forth herein.
21. NO WAIVER. Buyer's failure on any occasion to insist on strict performance of any term or condition hereof shall not constitute a waiver of compliance with such term or condition on any other occasion or a waiver of any default.
22. EXPEDITING. The work covered by this Purchase Order shall be subject to expediting by Buyer, and Buyer's authorized representatives shall have access at all reasonable times to the facilities of Seller and Seller's subcontractors for purposes of expediting. Seller agrees to take all reasonable steps requested by Buyer to assist Buyer in expediting the work covered by this Purchase Order.
23. EMPLOYMENT OPPORTUNITY. The "equal Opportunity Clause" set forth in 41CFR 60-1.4(a), the clause labeled "Affirmative Action for Disable veterans and Veterans of the Vietnam Era" set forth in 41 CFR 60-250. 1 and the clause labeled "Affirmative Action for Handicapped workers" set forth in 41 CFR 60-741.4 are hereby incorporated herein by references, and all references in such clauses to "the contractor" shall be deemed to be references to Seller.
24. COMPLIANCE CERTIFICATE. Seller agrees to execute and deliver upon request a certificate of Compliance with contract terms, certifying Seller's full compliance with each and every requirement imposed upon Seller by this Purchase Order and by applicable laws, regulations and industry standards.
25. CERTIFICATION OF NONSEGREGATED FACILITIES. Buyer is required by 41 CFR 60-1.8 and 41 CFR 1-12.803-10, as amended, to forward the following notice to proposed sellers under all Purchase Order in excess of \$10,000.

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

(NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.)

By accepting or performing this Purchase Order, in whole or in part, Seller certifies that it does not remain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Seller certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause incorporated in this Purchase Order. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing area, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. Seller further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause set forth in 41 CFR Part 1, that it will retain such certifications in its files, and that it will forward the Notice set forth above that such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods.)

26. EQUAL EMPLOYMENT OPPORTUNITY REPORTS. If Seller has 50 or more employees and is required under 41 CFR 101-1.7 to file Employer Information Reports on Standard Form 100 (EEO-1), Seller covenants that it will do so within 30 days of the effective date of any Purchase Order of Buyer amounting to \$50,000 or more unless it has duly filed such Report within 12 months preceding such date. Seller further covenants that it will file such report annually in accordance with applicable regulations unless and until Seller is not required by law or regulation to so file.
27. AFFIRMATIVE ACTION COMPLIANCE PROGRAM. If Seller has 50 or more employees and is required under 41 CFR 60-1.40 to develop a written affirmative action compliance program, Seller covenants that within 120 days of the effective date of any Purchase Order of Buyer amounting to \$50,000 or more it will maintain such program for each of its establishments in accordance with applicable regulations.
28. WALSH-HEALY PUBLIC CONTRACTS ACT. By accepting or performing this Purchase Order, in whole or in part, Seller represents that no part of this Purchase Order, will be performed, nor will any of the materials, supplies, articles or equipment to be manufactured or furnished hereunder be manufactured or fabricated, in any plant, factory, building or surrounding areas which is, or under working conditions which are, unsanitary, hazardous or dangerous to the health and safety of employees engaged in the Performance of this Purchase Order.
29. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. This Purchase Order, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor there under.
 - A. OVERTIME REQUIREMENTS. No contractor or subcontractor contracting for any part of the contract work with may require or involve the employment of laborers, mechanics, apprentices, trainees, watchmen, or guards shall require or permit any laborer, mechanic, apprentice, trainee, watchman, or guard in any workweek in which he is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer, mechanic, apprentice, trainee, watchman, or guard receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, whichever is the greater number of overtime hours.
 - B. VIOLATION; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES. In the event of any violation of the provisions of paragraph A, any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, apprentice, trainee, watchman, or guard employed in violation of the provisions of paragraph A in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of his standard workweek of 40 hours without payment of the overtime wages required by paragraph A.
 - C. WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES. The Contracting Officer may withhold from the Government Prime Contractor, from any moneys payable on account of work performed by the subcontractor, such sums as may administrative be determined to be necessary to satisfy any liabilities of such subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph B.
 - D. SUBCONTRACTS. Seller shall insert paragraphs A through D of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.
30. CLEAN AIR AND WATER
 - A. If this Purchase Order exceeds \$100,000, Seller agrees as follows:
 - (1) To comply with all requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Pub L 92-500), respectively, relating to inspection, monitoring, entry,, reports, and information as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this Purchase Order.
 - (2) That no portion of the work required by this Purchase Order will be performed in a factory listed on the Environmental Protection Agency list of Violating Facilities on the date when this Purchase Order was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
 - (3) To use its best efforts to comply with clean air standards and clean water at the facility in which this Purchase Order is being performed, and
 - (4) To insert the substance of the provisions of this clause into any nonexempt subcontract, including this paragraph A(4).
 - B. The items used in the foregoing clause are defined in CFR 1-1.2302.2".