

ATTACHMENT A

THIS ORDER IS SUBJECT TO THE FOLLOWING CONDITIONS

1. EXTRAS: No charges will be allowed for taxes, transportation, boxing, packing or returnable containers unless stated. All sales, use, excise or similar taxes to be paid by the Buyer must be itemized separately hereon and all invoices. All packaging must conform to Uniform Freight Classifications Requirements.

2. SPECIFICATIONS: All articles or services ordered, either to the Buyer's or Government's specifications, must comply with such specifications current as of the date of this order, unless otherwise specified by the Buyer.

3. WARRANTY: The Seller expressly warrants that all materials and services to be supplied under this contract will be fit and sufficient for the purposes intended; that if they be tangible goods they are merchantable, of good quality and free from defects whether patent or latent, in material and workmanship; that if they be services, such services shall conform to the specifications prescribed thereon. The Seller warrants that it has good title to the articles to be supplied and that they are free and clear from all liens or encumbrances.

4. INSPECTION: All articles ordered will be subject to final inspection and approval by the Buyer or if necessary by an authorized agent of the United States Government at the plant of the Buyer. Such inspection will be made within a reasonable time after delivery of the articles, irrespective of the date of payment thereof. Any rejected articles returned to the Seller shall be at the Seller's expense. No replacements of defective articles returned shall be made unless specified on the Buyer's returned material orders. Upon inspection and acceptance, the liability of the Seller under this and the preceding paragraph shall be limited to liability for latent defects, fraud or such gross mistakes of the Seller as amount to fraud.

5. CHANGES: Buyer reserves the right at any time to make changes in drawings, specifications and quantity as to any material, work, or services covered by this order. In such event there will be made on equitable adjustment in price and time of performance mutually satisfactory to the Buyer and Seller.

6. CONFIDENTIAL: The Seller shall not without first obtaining the written consent of the Buyer, in any manner advertise or publish the fact that the Seller has furnished or has contracted to furnish to the Buyer, the articles or services herein mentioned. The Seller shall not disclose any of the details connected with this order to any third party except as herein specified.

7. PATENT INDEMNITY: By accepting this order, Seller agrees to indemnify and hold harmless and protect the Buyer, its successors, assign, customers and the users of the product, from and against all loss, damages, liability, claims, demands, and suits of law or equity, for actual or alleged infringement of any letters patent, Trade Marks, or corresponding rights. If any of the articles ordered are protected by one or more patents and a decree or judgment be entered in a court or competent jurisdiction holding such patent or any of its claims invalid or so limited in scope as to impair its protection commercially, this contract may forthwith be cancelled by the Buyer.

IF THIS ORDER INDICATES THAT IT IS PLACED UNDER A GOVERNMENT CONTRACT, THE FOLLOWING CONDITIONS ARE ALSO APPLICABLE

A. The word Government as used herein shall mean that of the United States of America or any specified agency thereof.

B. AUDIT AND INSPECTION: The Seller agrees that its books, records, and plants, or such parts thereof as may be engaged in the performance of this order, shall at all reasonable times be subject to inspection and audit by any authorized representative of any Department of the United States Government.

C. SAFEGUARDING AND DISCLOSURE OF INFORMATION: The Seller agrees to be responsible in matters within its control for the safeguarding of all top secret, secret, confidential or restricted matters that may be disclosed, or that may be developed in connection with the work under this order, and to require a similar agreement of all subcontractors and agents of the Seller to whom any work or duty relating to this order may be allotted. It is understood that disclosure of information relating to the work contracted for herein to any person not entitled to receive it, or failure to safeguard all top secret, secret, confidential and restricted matter that may come to the Seller or to any person under his control in connection with the work under this contract, may subject Seller, his agents, employees and subcontractors to criminal liability under the laws of the United States. See Espionage Laws: Title 18 U.S.C. Section 793; and E.O. 8361, 22 March 1940; 5 F.R. 1147; 50 U.S.C., 45 reenacted as Title 18 U.S.C., Section 795.

D. ESPIONAGE, SABOTAGE OR SUBVERSIVE ACTIVITIES: The Seller shall immediately submit to the Buyer a confidential report concerning existing or threatened espionage, sabotage or subversive activities at any place at which work under this contract is being performed or at which material acquired and used in connection with the performance of this contract is stored. Whenever directed by the Secretary of the Department having jurisdiction of this contract, or his authorized representative, Seller shall submit such information as it may have concerning any of its employees engaged in work at any place at which work under this order is being performed, and shall, when directed by such Secretary suspend from employment or refuse to employ any person or persons whom said Secretary in the interest of security may designate.

E. EMPLOYMENT OF ALIENS: Unless the written consent of the Secretary of the Department concerned with government contracts is first had and obtained, Seller agrees that it will not permit any alien, employed or to be employed by it, or by any subcontractor or sub-bidder, to come into knowledge or have access to models, drawings, specifications, engineering principles, composition, assemblies or sub-assemblies, or materials referred to in any of the above, which are essential to the performance or use of the article or articles which constitutes the basis for this contract and which are classified.

F. NOTICE TO GOVERNMENT OF LABOR DISPUTES: Whenever an actual or potential labor dispute is delaying or threatens to delay the performance of this order, the Seller shall immediately give notice thereof to the nearest U.S. Government Agency administering this contract. Such notice shall include all relevant information with respect to such dispute.

G. NON-DISCRIMINATION: The Seller in performing the work required by this order shall not discriminate against any worker, employee or applicant for employment because of race, creed, color or national origin.

H. LIMITATION OF PROFIT: Seller warrants that, as far as some may be applicable hereto, it will comply with the Vinson Act (Public Act. No. 135, 73rd Congress, as amended

8. INSURANCE AND RISK LOSS: All materials, tools, designs, patterns and drawings furnished to the Seller by the Buyer will be insured by the Buyer against loss or damage resulting from fire or malicious mischief; all things described above shall, while in the subcontractor's possession within the State of California, be at Seller's or subcontractor's risk from loss or damage from any cause other than fire or malicious mischief, and the Seller or Subcontractor shall, on demand, reimburse the Buyer for any such loss at prices stated in the Buyer's Invoice, or if none stated, at replacement cost. Seller shall bear all risks on materials furnished by him until delivery to Buyer.

9. DESIGNS, DRAWINGS, ETC.: No designs, drawings, tools, patterns or materials supplied by the Buyer to the Seller for use in the manufacture of the articles contracted for herein, shall be used in the production, manufacture or design of any other articles for any other purchaser, nor for the manufacture or production of larger quantities than those specified except with the express consent in writing of the Buyer; at the termination of this contract they shall be disposed of as the Buyer shall direct or be returned to the Buyer.

10. ASSIGNMENT AND SUBCONTRACTING: This order may not be assigned or subcontracted in whole, nor may any assignment of money due or to become due hereunder, be made by the Seller without in each case the prior written consent of the Buyer.

11. LABOR WARRANTY: The Seller, by furnishing goods hereunder, warrants and certifies that all of the goods or services herein specified have been manufactured or furnished by the Seller in accordance with all applicable provisions and stipulations of the Walsh-Healy Act (41 U.S.C. 35-45), the Fair Labor Standards Act of 1938 (29 U.S.C. 201-219), the Eight Hour Law (40 U.S.C. 324.326) and all laws restraining the use of convict labor or discrimination against any employee or applicant for employment because of race, creed, color or national origin.

12. ACTS OF GOD: Neither party shall be liable in damages for any failure to deliver or delay in delivery due to any unforeseeable causes beyond its control and without its fault or negligence, including but not restricted to Acts of God or of the public enemy, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and (unless materials or supplies to be furnished under a subcontract are procurable on the open market) delay of a subcontractor due to such causes. Seller will notify Buyer in writing within ten days after the beginning or each cause.

13. TERMINATION: Upon written or telegraphic notice to the Seller, the Buyer may terminate work under the purchase order in whole or in part at any time. Following termination hereof, by the Buyer for any reason other than default or delay of the Seller (provided such cause is without Seller's fault or negligence, but due to causes beyond Seller's control), the rights and duties of both the Buyer and Seller shall be governed in accordance with the Approved Termination Article for Fixed Price Supply Subcontracts (issued by the Director of Contract Settlement on 4 October 1944).

from time to time) relating to profit limitations on certain Government contracts and subcontracts, and with all other Government statutes, rules and regulations on the subject.

I. BUY AMERICAN: The Seller warrants that the materials furnished under this order will be mined or produced in the United States or manufactured from such materials insofar as required by the Act of March 3, 1933 (41 U.S.C. 10a-10c) and regulations thereunder.

J. RENEGOTIATION: This contract is subject to the Renegotiation Act of 1951 (P.L. 9, 82nd Congress) and shall be deemed to contain all the provisions required by Section 104 or said Act. The Seller agrees to insert the provisions of this clause, including this paragraph, in all subcontracts as required by Section 104 of the Renegotiation Act of 1951; provided, that the Seller shall not be required to insert the provisions of this clause in any subcontract of a class or type described in Section 106(a) of the Renegotiation Act of 1951.

K. PATENTS: Seller shall, prior to filing any patent application which discloses classified subject matter relating to this order, obtain permission from the Contracting Officer to do so. Said request for permission shall be made by letter and shall refer to the contract indicated herein, identify the proposed application by its title, give the name of the inventor and a brief description of the disclosure, and within 30 days after filing any such application, the Seller shall give the Contracting Officer written notice of the serial number assigned to the application by the Patent Office, which notice shall refer to this contract. Seller agrees to be bound by shall provisions appearing in the prime contract with the United States Government, referred to herein, relating to subcontractor's patent or license rights and to secure a similar agreement from all subcontractors and vendors of Seller whom any work relating to this order may be allotted.

L. COPYRIGHTS: With respect to any government contract, Seller grants and assigns to the Buyer: (1) the right to reproduce, use and disclose, for government purpose or purposes, to the U.S. Government, reports, drawings, and other technical data to be delivered by the Seller hereunder, excepting therefrom any patent licenses or rights to reproduce or use anything not called for hereunder; (2) the license under any and all copyrighted or copyrightable work which is incorporated in the material under the contract and not first produced or composed by the Seller in fulfilling the terms of the contract, excepting that such license shall extend only to that material the Seller has now completed, or before the completion or final settlement of this contract may acquire. The Seller has the right to grant such license without becoming liable for compensation therefor to others because of such grant; (3) a non-exclusive and irrevocable license to reproduce, translate, publish, use, dispose of, and to authorize others so to do, and royalty free, all copyrightable material first produced or composed, and delivered to the Buyer under this contract by the Seller, its employees or an individual or firm specifically employed to prepare and originate such material.

M. EXAMINATION OF RECORD: Seller agrees that The Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under prime contract (against which this Purchase is issued) between the United States of America and Buyer hereunder, have access to and the right to examine any directly pertinent books, documents, papers, and records of Seller hereunder involving transactions or Purchase Orders in excess of \$1,000.00 related to this contract.