

# SPACE VECTOR CORPORATION

## STANDARD TERMS AND CONDITIONS OF PURCHASE

1. **DEFINITIONS.** As used herein, including Paragraph 31, "Buyer" means Space Vector Corporation, 9223 Deering Avenue, Chatsworth, CA 91311; "Seller" means the party identified on the face of this purchase order; "Subcontract" means either purchase order or subcontract, and "supplies" means all articles, materials, work or services to be furnished by Seller under this purchase order. Unless indicated otherwise in a specific paragraph or clause, "FAR" means Federal Acquisition Regulation, "DFARS" means Department of Defense Federal Acquisition Regulation Supplement, "NFS" or "NASA FAR SUPP" means the NASA Far Supplement in effect on the date of this purchase order. "Buyer's Authorized Procurement Representative" means the person or persons authorized by Buyer to alter, modify, or change the provisions of this purchase order.

2. **UPON ACCEPTANCE.** This purchase order becomes the exclusive agreement between the parties subject to the terms and conditions herein. Any of the following shall constitute Seller's unqualified acceptance of this purchase order: (a) acknowledgement of this purchase order, (b) furnishing of any supplies under this purchase order, (c) acceptance of any payment under this purchase order, or (d) commencement of performance under this purchase order. Additional or different terms or conditions proposed by Seller, or included in Seller's acknowledgement hereof, shall be void and of no effect unless accepted in writing by Buyer. No change in, modification of, or revision to this purchase order shall be valid unless in writing and signed by Buyer's Authorized Procurement Representative.

### 3. PACKING AND SHIPMENT.

(a) Unless otherwise specified, all packing and packaging shall comply with good commercial practice and applicable carrier's tariffs. Supplies shall be prepared for shipment and packed to prevent damage or deterioration and to give optimum protection of the supplies during shipment and in plant handling and storage. The packaging, preparation, labeling and shipping of all HAZARDOUS SUBSTANCES, including DANGEROUS MATERIALS, RADIOACTIVE MATERIALS, and EXPLOSIVES must conform with all applicable international, federal, and state laws and regulations. For EXPLOSIVES, Seller shall apply an appropriate label to each container with description of contents (including hazardous characteristics) clearly designating the U.S. Department of Transportation class of explosive. The packaging, labeling and shipment of explosives must conform to all applicable Federal and State laws, and U.S. Department of Transportation, Federal Aviation Administration, and International Air Transport Association (IATA) Regulations. Each part must be identified with the "Part Number" and "Loading Date" at a minimum. Shorting devices must be supplied on appropriate items.

The price includes all charges for packing and packaging and for transportation to the F.O.B. point.

(b) If the terms of this purchase order require delivery F.O.B. place of shipment, the Seller must at that place bear the expense and risk of putting them into the possession of the carrier and at its risk transport the supplies to that place and tender delivery of them to Buyer.

(c) If the terms of this purchase order are based on F.O.B. place of destination, the Seller must at his own expense and risk transport the supplies to board.

### 4. QUALITY CONTROL AND INSPECTION.

(a) **Quality System:** Seller shall provide and maintain a Quality Control system acceptable to Buyer. During performance of this purchase order, Seller's Quality Control, Inspection System, and Manufacturing Processes are subject to review, verification, and analysis by Buyer, Buyer's Customers, Government representative and or Regulatory Agencies.

(b) **Government Source Inspection:** (Applicable only if this purchase order is issued pursuant to a U. S. Government prime contract.) If Government source inspection or acceptance prior to shipment is required, immediately, upon receipt of this purchase order, notify the Government representative who normally services Seller's plant to effect such inspection or acceptance. In the event a Government representative is unavailable, Seller shall immediately notify Buyer.

(c) **Inspection Verification:** Notwithstanding any prior payment or inspection and preliminary acceptance, all supplies ordered may be subject to (i) inspection, verification, and/or testing during the period of manufacture, (ii) inspection and/or verification prior to shipment, and (iii) final inspection and

acceptance at destination. Such inspection and verification rights shall extend to the Government if this purchase order is issued pursuant to a U. S. Government prime contract. If any inspection or test is made on the premises of Seller or its lower-tier suppliers, Seller shall, without additional cost, provide and shall require its lower-tier suppliers to provide all reasonable facilities and assistance for the safety and convenience of Buyer and Government inspectors in the performance of their duties.

(d) **Rejected Supplies:** Buyer may reject and hold at Seller's expense, subject to Seller's reasonable disposal instructions, supplies which do not conform to applicable specifications, drawings, samples, or descriptions or which are defective in material, workmanship, or design unless of Buyer's detailed design. Buyer may at its option hold the rejected supplies at Seller's expense or return them to Seller's facility at Seller's expense. Without limiting any other rights Buyer may have, Buyer at its option may require Seller (i) to repair or replace at Seller's expense any supplies or items thereof which fail to meet the requirements of applicable design, specifications, drawings, samples, descriptions, or other requirements of this purchase order; or (ii) to refund the price of any such item. Previously rejected supplies reworked to specifications, or replaced, shall not be retendered to Buyer by Seller unless notification of such past rejection is submitted with there tender a Buyer has consented to such retender.

(e) Inspections and test by Buyer or Government do not relieve Seller of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in these terms and conditions.

(f) **Records:** All documentation associated with the procurement, manufacture, test and inspection of product (e.g. material and process certification, manufacturing plans, dimensional check sheets, test results, etc.) shall be retained for a period of seven (7) years and will be made available for review by Buyer, Buyer's Customers, Government Representatives and/or Regulatory Agencies.

### (g) Seller's Notice of Nonconformance

Seller shall notify Space Vector in writing when nonconformances in the Seller's process or product are discovered or suspected regarding goods delivered or to be delivered under this contract. It shall be Seller's continuing obligation to advise Space Vector in the event the Seller discovers potential or actual nonconformances prior to or during manufacture, and/or subsequent to delivery of goods.

### (h) Seller's Notice of Change in Product or Process

Seller shall notify Space Vector in writing of changes in product and/or process definition and, where required, obtain Space Vectors approval.

### (i) Right of Access

Space Vector, Space Vector's customers, and regulatory authorities maintain the right of access to all facilities involved in the order and all applicable records in the performance of audits, inspections, surveillance, tests and to review procedures, practices, processes and related documents related to quality assurance and quality control. This right shall extend to all sub-tier contractors of the Seller involved in the order.

### 5. DELIVERY, ADVANCE MANUFACTURING, AND PROCUREMENT.

Delivery according to schedule is a major condition of this purchase order. Seller shall not, without Buyer's prior written consent, manufacture or procure materials in advance of Seller's normal flow time or deliver in advance of schedule. In the event of termination or change, no claim will be allowed for any such manufacture or procurement in advance of such normal flow time unless Buyer's prior written consent has been obtained. Buyer may return or store at Seller's expense items delivered in excess of the number ordered or items delivered without authorization in advance of the delivery date as specified for such items. Invoices submitted for unauthorized early shipments will not be processed until the original specified delivery date. If at any time it appears to Seller that the delivery schedule cannot be met, Seller shall notify Buyer as soon as possible as to the cause or causes therefore, action being taken to remove such cause or causes, when on-schedule status will be achieved, and at Seller's expense, shall take reasonable action necessary, with our without request of Buyer, to meet such schedules as set forth herein or to recover to the maximum extent possible any delay in meeting such schedules. Such reasonable action by

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the Seller shall include but shall not be limited to shipment via expedited routing and carrier. Notification under this clause shall in no way limit Buyer's rights under the TERMINATIONS-STOP WORK clause.

6. **WARRANTY.** Seller warrants that all supplies furnished hereunder will be free from defects in material and workmanship, conform to applicable specifications, drawings, samples and descriptions and/or other requirements of this purchase order and, unless of Buyer's detailed design, be free from design defects. If there is a breach of warranty, Buyer may return such supplies, at Seller's expense, for correction, replacement or credit as Buyer may elect. Supplies required to be corrected or replaced shall be subject to the provisions of this clause and the clause herein entitled "Quality Control and Inspection". All warranties shall run to Buyer and its customers.

### 7. CHANGES.

(a) Buyer may at any time by written notice, and without notice to sureties or assignees, make changes within the general scope of this purchase order in any one or more of the following: (i) drawings, designs, or specifications; (ii) method of shipping or packing; (iii) place of inspection, acceptance, or point of delivery; and (iv) delivery schedule. Should any such change increase or decrease the cost of, or the time required for, performance of this purchase order, an equitable adjustment may be requested by Seller or Buyer in the price, or delivery schedule, or both. No request by Seller for adjustment will be valid unless submitted to Buyer in a form acceptable to Buyer within twenty-five (25) days from the date of notice of such change, and accompanied by an estimate of charges for redundant material or work in process, if any.

(b) Should any change cause, or result in, redundant material or work in process, any claim covering such redundant material or work in process must be submitted within six (6) months from the date of receipt of written notification of the change and be on the forms and in the detail prescribed by Subpart 49.6 and 53.3 of FAR. Any adjustment due Seller, including adjustments on an order not placed under a U. S. Government prime contract, will be determined in accordance with the provisions of Parts 31 and 49 of FAR relating to terminations for convenience as in effect on the date of this purchase order. Where the cost of property made redundant as a result of a change is included in Seller's claim for adjustment, Buyer shall have the right to prescribe the manner of disposition of such property.

(c) SELLER AGREES THAT ITS FAILURE TO SUBMIT SUCH CLAIM OR CLAIMS WITHIN THE APPLICABLE TIME PERIOD SHALL CONSTITUTE A WAIVER THEREOF UNLESS, FOR GOOD CAUSE, SELLER REQUESTS IN WRITING, PRIOR TO EXPIRATION OF THE APPLICABLE TIME PERIOD, THAT A TIME EXTENSION FOR FILING ITS CLAIM OR CLAIMS BE GRANTED BY BUYER AND BUYER GRANTS SUCH EXTENSION. ANY SUCH EXTENSIONS, IF APPROVED, SHALL BE EFFECTIVE ONLY IF AUTHORIZED IN WRITING BY BUYER'S AUTHORIZED PROCUREMENT REPRESENTATIVE, PRIOR TO FINAL SETTLEMENT OF ANY TIMELY FILED CLAIM OR CLAIMS, SELLER MAY SUBMIT REVISIONS TO SUCH CLAIM OR CLAIMS PROVIDED THAT SUCH REVISIONS DO NOT INTRODUCE DIFFERENT AREAS OF COSTS OR CLAIM ELEMENTS.

(d) Any clarification, direction, approval, or assistance as may be provided by Buyer's Program, engineering, or technical personnel concerning the work to be performed or the supplies to be furnished pursuant to this purchase order shall not constitute or be construed as a change to this purchase order and no change order, express or implied, will be binding unless it is issued by written notice by Buyer's authorized Procurement Representative in accordance with paragraph (a) of this clause.

(e) Nothing contained in this clause shall relieve Seller from proceeding without delay in the performance of this purchase order as changed.

8. **RESPONSIBILITY FOR PROPERTY.** Unless otherwise specified, Seller shall be liable for any loss or destruction or damage to property of the Buyer or Government property furnished to Seller by the Government or Buyer and shall be responsible for returning any such property in a good condition as when received except for reasonable wear and tear and for the utilization of it in accordance with the provisions of this purchase order. Seller shall not include in its price any direct charges for insurance covering loss or destruction of, or damage to, property of the Government or Buyer. Title thereto shall not be affected by the incorporation or attachment thereof to any property not owned by

Buyer or the Government, nor shall any such property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty. Seller shall comply with the provisions of FAR Subpart 45.5 and DFARS 245.5 or NFS 18-45-5. Buyer and the Government shall have the right to enter Seller's premises at all reasonable times to inspect its property and Seller's records with respect thereto.

### 9. USE OF BUYER'S DATA.

(a) Buyer hereby retains all of its rights, title and interest in and to all information, data, designs, and inventions furnished by Buyer to Seller for the purpose of assisting Seller (i) in the performance of this purchase order or (ii) in the submission of a bid by Seller for such performance. Seller shall not reproduce, use, or disclose any such information, data, designs and inventions without the consent of Buyer and except as necessary in the performance of orders for Buyer (or, if this purchase order is issued pursuant to a U.S. Government prime contract, for the U.S. Government), unless the same are (1) in the public domain, or (2) lawfully obtainable or independently developed by Seller, or (3) lawfully in the possession of Seller prior to the disclosure thereof by Buyer. Upon Buyer's request, such information, data, design, and inventions and any copies thereof, shall be returned to Buyer.

(b) Notwithstanding any other provision of this purchase order, to the extent the Government has received from Buyer the right to authorize such use by Seller, Seller may utilize Buyer's data and information in the manufacture of supplies for direct sale to the Government; provided, however, that Seller shall (i) give Buyer prior written notice of each such proposed use, (ii) prominently identify, to the extent possible, each article as being manufactured by Seller in the performance of orders for the Government, and (iii) make no claim against Buyer which arises out of use by Seller of such data and information. Where Buyer's data, designs, or other information are furnished to Seller's suppliers for procurement of supplies by Seller for use in the performance of Buyer's orders, Seller shall insert the substance of this provision in its orders. "Government" as used in this clause means the United States Government.

(c) Buyer shall own the copyrights for all deliverable works of authorship, software (comprising source code, object code, sample programs and all improvements, modifications or enhancements relating thereto), and software documentation created in the performance of this Agreement; and all copyright applications and registrations with respect to any of these items. Seller hereby irrevocably transfers, conveys and assigns to Buyer in perpetuity all right, title and interest in and to the copyrights in these items. Buyer shall have the exclusive right to apply for copyrights with respect to these items. Seller shall provide full and prompt disclosure of all software developed or modified in the performance of this Agreement.

### 10. ASSIGNMENTS

(a) Neither this purchase order nor any duty or right under it shall be delegated or assigned by Seller without prior written notice to and consent of the Buyer, except that claims for monies due to become due under this purchase order may be assigned to a bank, trust company or other financing institution, including any federal lending agency, by Seller without such consent. Payment to an assignee of any such claim shall be subject to set-off or recoupment for any present or future claim or claims which Buyer may have against seller, Buyer reserves the right to make settlements and/or adjustments in price with seller under the terms of this purchase order notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to the assignee.

(b) In the event of any such assignment of monies, the assignee shall forward to the Buyer two copies of a written assignment and two copies of the instrument of assignment, all copies signed by the assignor and assignee.

(c) Any claim under this purchase order which has been assigned pursuant to the foregoing provision of this clause may be further assigned or reassigned only with the prior written consent of Buyer to a bank, trust company or other financing institution, including any federal lending agency. In the event of such further assignment or reassignment the assignee shall be required to file on signed copy of a written notice of the further assignment or reassignment, together with a true copy of the instrument of further or reassignment with Seller, and shall file two (2) signed copies of such written notice, together with two (2) copies of such instrument, with Buyer.

(d) No assignee shall divulge any information concerning this purchase order except to those persons concerned with the transaction. In no event shall

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copies of this purchase order or any plans, specifications or the similar documents relating to work under this purchase order, if marked "Top Secret" "Secret", or Confidential", be furnished to any assignee of any claim arising under this purchase order or to any other person not entitled to receive the same, provided, that a copy of any part or all of this purchase order so marked may be furnished, and or any information contained herein may be disclosed to such assignor upon the prior written authorization of Space Vector Corporation

(e) Indication of the assignment of claim and of any further assignment thereof and the name of the assignee shall be made on all vouchers or invoices certified by Seller.

### 11. TERMINATIONS-STOP WORK.

(a) This purchase order may be terminated by Buyer:

(i) For convenience in accordance with the clause set forth at FAR 52.249-2 which is incorporated herein by reference.

(ii) For default in accordance with the clause set forth at FAR 52.249-8 which is incorporated herein by reference.

(b) For the purpose of stopping work under this purchase order, the clause set forth at FAR 52.242-15 is incorporated herein by reference.

(c) For the purpose of this Clause 11, in FAR clauses incorporated by reference, the terms "Government" and "Contracting Officer" shall mean Buyer; the term "Contract" shall mean this purchase order; and the term "Contractor" shall mean Seller, and further, the provisions of said clauses incorporated herein by reference which provide that a failure to agree shall be a dispute within the meaning of the Government contract clause entitled "Disputes" shall have no force or effect.

(d) Seller shall not include in any claim submitted hereunder any cost of design engineering or development or any cost for special tooling or special test equipment, unless specifically ordered by Buyer as a separate item of work separately priced, notwithstanding any provision of Parts 31 or 49 of FAR to the contrary.

(e) SELLER AGREES THAT ITS FAILURE TO SUBMIT SUCH CLAIM OR CLAIMS WITHIN THE APPLICABLE TIME PERIOD SHALL CONSTITUTE A WAIVER THEREOF UNLESS SELLER, IN WRITING AND PRIOR TO EXPIRATION OF THE APPLICABLE TIME PERIOD, REQUESTS AN EXTENSION OF TIME PERIOD FOR FILING ITS CLAIM OR CLAIMS AND SUCH AN EXTENSION IS GRANTED BY BUYER. ANY SUCH EXTENSION(S), IF GRANTED, SHALL BE EFFECTIVE ONLY IF AUTHORIZED IN WRITING BY BUYER'S AUTHORIZED PROCUREMENT REPRESENTATIVE PRIOR TO FINAL SETTLEMENT OF ANY TIMELY FILED CLAIM OR CLAIMS, SELLER MAY SUBMIT REVISIONS TO SUCH CLAIM OR CLAIMS PROVIDED THAT SUCH REVISIONS DO NOT INTRODUCE DIFFERENT AREAS OF COSTS OR CLAIM ELEMENTS.

12. INDEMNIFICATION. In the event Seller, its officers, employees, agents, suppliers, or subcontractors at any tier enter premises occupied by or under the control of Buyer, the Government, or third parties in the performance of this purchase order, Seller shall defend, indemnify, and hold harmless Buyer, its officers, employees and agents from any claim, suit, loss, cost, damage, expense (including attorney's fees), or liability by reason of property damage or personal injury (including death) to any person, including Seller's employees, of whatsoever nature or kind arising out of, as a result of, or in connection with such performance occasioned in whole or in part by the actions or omissions of Seller, its officers, employees, agents, suppliers, or subcontractors at any tier. Seller shall take all precautions, necessary, special or otherwise and shall be responsible for compliance with all Federal, state, and local safety and environmental laws in performance of work hereunder. Without in any way limiting the foregoing undertakings, Seller and its suppliers and subcontractors at any tier shall maintain public liability and property damage insurance covering all employees performing this purchase order. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of Buyer and is not contributory with any insurance which Buyer may carry. The requirement to provide insurance under this clause shall not in any manner limit or qualify the liabilities and obligations assumed by Seller under this purchase order.

13. PATENT INDEMNITY, TRADEMARKS, AND COPYRIGHTS. To the extent that the supplies are produced to detailed designs not originated and furnished by Buyer or by a process or method, the use of which is not

specifically directed by Buyer, Buyer shall have no responsibility to Seller for infringement or misappropriation of patent, trademark, copyright, or trade secret rights of third parties and Seller guarantees that the sale or use of such supplies or the use of such process or method hereunder will not infringe or be a misappropriation of any United States or foreign patents, trademarks, copyrights, or trade secrets. Seller shall defend, indemnify, and hold Buyer and its customers harmless from any loss, cost damage, expense (including attorney's fees), or liability which may be incurred on account of infringement or misappropriation, (actual or alleged), of patent rights, trademarks, copyrights, or trade secrets with respect to such supplies, and defend, at its own expense, any action or claim in which such infringement or misappropriation is alleged by third parties, provided Seller is notified of such actions or claims against Buyer.

14. EQUAL OPPORTUNITY. Unless exempt under the provisions of FAR 22.807, the clause at FAR 52.222-26 is incorporated herein by reference. As used in this clause, "Contractor" means Seller. Unless this purchase order is so exempted, the applicable Equal Employment Opportunity Compliance Certificate previously submitted by Seller to Buyer is by reference also incorporated herein.

15. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS. Unless exempt under the provisions of FAR 22.1408, the clause at FAR 52.222-36 is incorporated herein by reference, unless this purchase order is under \$2,500. As used in said clause, "Contractor" means Seller.

16. AFFIRMATIVE ACTION FOR DISABLED AND VIETNAM ERA VETERANS. Unless exempt under the provisions of FAR 22.1308, the clause at FAR 52.222-35 is incorporated herein by reference, unless this purchase order is under \$10,000. As used in said clause, "Contractor" means Seller, and "Contract" means this purchase order.

17. LABOR DISPUTES. Whenever any actual or potential labor dispute develops or threatens to delay the timely performance of this purchase order, Seller shall immediately give notice thereof to Buyer. Seller shall insert the substance of this provision in its orders issued hereunder.

18. NONDISCLOSURE OF INFORMATION. Seller shall not, without the prior written consent of Buyer (through Buyer's Public Relations organization), disclose any information relative to this purchase order.

### 19. GRATUITIES/KICKBACKS.

(a) Buyer may at any time, by written notice to Seller, terminate for default the right of Seller to proceed under this purchase order if Buyer has reasonable cause to believe that gratuities (in the form of entertainment, gifts or otherwise) or kickbacks were offered or given by Seller, or any agent or representative of Seller, to any officer or employee of Buyer with a view toward securing this purchase order or securing favorable treatment with respect to the award or amendment of this purchase order or the making of any determination with respect to the performance of this purchase order. The rights and remedies of Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this purchase order.

(b) By accepting this purchase order, Seller certifies and represents that it has not and will not solicit or offer a kickback. If this purchase order is pursuant to a U.S. Government Prime Contract, Seller certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.209-7 or the Anti-Kickback Act of 1986 (41 USC 51-58).

### 20. INTERPRETATION OF ORDER.

(a) If this purchase order is placed pursuant to U.S. Government prime contract, the provisions of clauses 4, 7, 11, 14, 15, 16, and 31 of this purchase order and any other U.S. Government FAR clause expressly made a part of this purchase order by reference or otherwise, shall be governed by and construed in accordance with the law of U.S. Government contracts as set forth by statute and applicable regulations, and decisions by the appropriate courts and Boards of Contract Appeals. To the extent that the law referred to in the foregoing sentence is not determinative of an issue arising out of those specific clauses of this purchase order referred to above in this paragraph (a), recourse shall be to the law of the State of California.

(b) All provisions of this purchase order not expressly governed or construed pursuant to the provisions of paragraph (a) of this clause shall be governed by and construed in their entirety in accordance with the law of the State of California.

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21. **COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAW.** In the performance of this purchase order, Seller agrees to comply with all applicable local, state, and federal laws and executive orders and regulations issued pursuant thereto, and agrees to defend, indemnify and hold Buyer harmless against any loss, cost, damage, expense (including attorney's fees), or liability by reason of Seller's violation of any law, statute, code or ordinance.

22. **REMEDIES.** The rights and remedies of Buyer provided herein shall be cumulative and in addition to any other rights and remedies provided by law or equity.

23. **WAIVER.** The failure of Buyer in any one or more instances to insist on performance of any of the provisions of this purchase order shall in no way be construed to be a waiver of such provisions in the future.

24. **PAYMENT.** If an invoice is required, payment shall be made within thirty (30) days after the later of (a) proper delivery of the supplies or performance of the services specified in this purchase order or (b) receipt and approval of a proper invoice.

25. **INDEPENDENT CONTRACTOR.** It is understood and agreed that Seller shall be an independent contractor in all its operations and activities hereunder; shall be Seller's employees exclusively without any relation whatever to Space Vector Corporation as employees, agents, or as independent contractors; that such employees shall be paid by Seller for all services in this connection; that Seller shall carry worker's compensations insurance and that Seller shall be responsible for all obligations and reports covering social security, unemployment insurance, worker's compensation, income tax, and other reports and deductions required by Local, Stat and/or Federal law.

26. **OFFSET.** If Space Vector Corporation is fined or penalized as a result of any violation of any Public Law or Federal Regulation by Seller or Seller's lower-tier suppliers, or, where this purchase order is pursuant to a Space Vector Corporation prime contract, if the Contracting Officer who has cognizance over Space Vector Corporation's prime contract reduces Space Vector Corporation's prime contract as a result of actions by Seller or Seller's lower-tier suppliers, Space Vector Corporation shall reduce the amount of this purchase order by the same amount. If Space Vector Corporation has already paid Seller, Seller shall, upon demand from Space Vector Corporation the amount of the offset. Exercise of Space Vector Corporation's right under this clause shall not be a waiver of any rights Space Vector Corporation (SVC) has under any other clause or provision in this purchase order.

27. **UTILIZATION OF SMALL AND SMALL DISADVANTAGED BUSINESS CONCERS AND WOMEN OWNED SMALL BUSINESSES.** Seller hereby agrees to use its best efforts to ensure that small and small disadvantaged businesses, and women-owned small businesses, as defined in statute or regulation by the Small Business Administration, have the maximum practicable opportunity, consistent with the efficient performance of this purchase order, to participate in lower-tier orders issued pursuant to this purchase order.

28. **INVOICES AND DEFINITIZATION.** (Applicable only to undefinitized purchase orders)

(a) Unless progress payments have been authorized, no invoice shall be rendered by Seller, nor shall a payment be made by Buyer, against this purchase order until a firm price has been agreed upon and reflected in a purchase order change definitizing this purchase order and all other requirements of this purchase order for invoicing and payment have been satisfied.

(b) If this purchase order is estimated to exceed \$500,000 and is not otherwise exempt: (1) Seller agrees that, unless it has done so previously, it will provide to Buyer, as soon as possible after the date of this purchase order, a definitive proposal which (i) will be suitable for detailed review and analysis, and (ii) will include a format in accordance with instructions thereon; (2) after negotiation and prior to issuance of the superseding definitive purchase order, Seller agrees to execute and submit to Buyer a "Certificate of Current Cost or Pricing Data" as prescribed by FAR Clause 15.406-2 and FAR 52-215-21.

29. **UNIT SERIALIZATION-CONTROLLED CONFIGURATION ARTICLES.** (Applicable if this purchase order has a unit serialization requirement.)

Units delivered under this purchase order shall be serialized with numbers as shown on the face of this purchase order. Controls shall be provided to assure that no serial number is used on more than one unit and that no unit has more than one serial number applied. In the event that a unit with a serial number applied is scrapped, and is to be replaced by a new unit, Seller shall contact Buyer for an additional serial number assignment. Serial numbers shall be applied to each unit prior to shipment in accordance with the design control drawings specified on this purchase order. Such unit serial numbers shall appear on all copies of covering shipping documents and invoices.

### CLAUSES APPLICABLE ONLY TO PURCHASES UNDER U.S. GOVERNMENT PRIME CONTRACTS:

30. **FAR, OTHER REGULATIONS AND LAWS.**

(a) This Clause 31 is applicable only if the face of this purchase order contains a prime contract number in the "Government contract number" block or otherwise indicates that this purchase order is placed pursuant to a U.S. Government Prime Contract. As used below and unless otherwise noted or the context of a clause requires otherwise, "Contracting Officer" shall mean the Contracting Officer who has cognizance of Buyer's prime contracts; "contract" shall mean this purchase order; "subcontracts" shall mean subcontracts and purchase orders issued under this purchase order by Seller; "Contractor" shall mean Seller. Copies of all notices or reports required to be furnished under the clauses incorporated below shall be furnished to Buyer.

(b) If Space Vector Corporation submits to the Government any contract claim, request for equitable adjustment to contract terms, request for relief under Public Law 85-804, or other similar request exceeding \$100,000 made by Seller to Space Vector Corporation, Sell shall, at the request of Space Vector Corporation, submit the following certificate:

"I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the purchase order adjustment for which the Seller believes the Government is liable to Space Vector Corporation; and that I am duly authorized to certify the claim on behalf of the Seller."

(1) In conjunction with the certification above, Seller shall provide full disclosure of all relevant facts, including cost or pricing data.

(2) Seller hereby agrees to defend, indemnify and hold harmless Space Vector Corporation, its directors, officers, employees, agents and servants, from and against any claim, suit, loss, cost, damage or expense (including attorneys' fees) arising out of, in connection with, or as a result of any claim, determination, prosecution, suit, or other action by the Government alleging that any claim or request certified by Seller under this clause is fraudulent, overstated, or in violation of any law or regulation.

(3) The rights and obligations provided herein shall survive termination, completion, and final payment of this purchase order.

(c) **Rights in Technical Data:** The following clauses are incorporated by reference. Buyer shall have the right to reproduce and use for the performance of its prime contract any data delivered by Seller under this purchase order. If this purchase order is for commercial off-the-shelf software, any license agreement provided with the software will be governed by the applicable FAR/DFARS/NFS clause(s) listed below:

1) DOD:

252.227-7013	Rights in Technical Data - Noncommercial Items
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7015	Technical Data - Commercial Items
252.227-7016	Rights in Bid or Proposal Information
252.227-7019	Validation of Asserted Restrictions - Computer Software
252.227-7026	Deferred Delivery of Technical Data or Computer Software
252.227-7027	Deferred Ordering of Technical Data or Computer Software
252.227-7030	Technical Data - Withholding of Payment
252.227-7036	Declaration of Technical Data Conformity
252.227-7037	Validation of Restrictive Markings on Technical Data

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2) NASA:		52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (\$100,000) (Applicable if this purchase order is for the furnishing of materials, supplies, articles, or equipment.)
52.227.14	Right in Data - General	52.222-26	EQUAL OPPORTUNITY (As used in this clause, "Contractor" means "Seller".)
52.227-16	Additional Data Requirements	52.222-35	AFFIRMATIVE ACTION FOR DISABLED AND VITENAM ERA VETERANS (\$10,000)
52.227-19	Commercial Computer Software – Restricted Rights	52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (\$2500)
52.227.21	Technical Data Declaration, Revision, and Withholding of Payment – Major Systems	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (\$10,000)
18-52.227-14	Rights in Data - General	52.223-41	SERVICE CONTRACT ACT OF 1965, as Amended
18-52.227-19	Commercial Computer Software – Restricted Rights	52.223-2	CLEAN AIR AND WATER (\$100,000) Unless otherwise exempt, this purchase order has been awarded by Buyer in reliance on Seller's Certification. Said Certification is herein incorporated by reference in this purchase order. Seller shall obtain like Certification from its suppliers prior to the award of nonexempt orders hereunder and shall incorporate the Clean Air and Water clause in such Certification requirements in such orders.
18-52.227-86	Commercial Computer Software - Licensing	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (And Alt I for other than DoD) (Applicable if this purchase order involves "hazardous material" as defined in this clause; "Government" shall mean "Space Vector Corporation or the Government".) Seller shall forward the Material Safety Data Sheet as required therein, with reference to the prime contract and this purchase order number, five (5) days prior to shipment to the "ship to" address, and to Space Vector Corporation, 9223 Deering Avenue, Chatsworth, CA 91311.
(d)	The FAR/DFARS/NFS clauses listed below are incorporated by reference with the same force and effect as if they were given in full text and may be modified as indicate. The clause incorporated by reference is the clause in effect on the date of this purchase order. Unless otherwise indicated, FAR clauses apply to all orders; DFARS causes apply to DOD orders; and NFS clauses apply to NASA orders. Dollar amounts in parentheses refer to the dollar threshold at which the clause becomes effective. Clauses which are self-deleting, as were the dollar value of the purchase order does not meet a required threshold, or where the clause is not applicable to the items being purchased, shall have no force or effect. Citations in parentheses are for reference only and refer to the same clause in previous versions of the appropriate regulation.	52.223-7	NOTICE OF RADIOACTIVE MATERIALS (Insert "30" in blank.)
(e)	<u>CLAUSES INCORPORATED BY REFERENCE</u> <u>CLAUSES INCORPORATED BY REFERENCE:</u>	52.225-9	BUY AMERICAN ACT – TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM (Applicable to NASA only.)
<u>FAR CLAUSES</u>		52.225-10	DUTY-FREE ENTRY (Applicable if the value of the purchase order exceeds \$10,000 and provides for furnishing of supplies imported into the Customs Territory of the United States; "Contract Administration Office" shall mean "Space Vector Corporation", "Contracting Officer" shall mean "Space Vector Corporation" except in (b) (2); Delete paragraph (f).)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.203-7	ANTI-KICKBACK PROCEDURES (The definition of paragraph 31a shall apply only to subparagraph (c)(2), (3), (4) and (5). Any report made pursuant to subparagraph (c)(2) shall be sent simultaneously to Space Vector Corporation in care of: Vice President, Finance and Administration. Subparagraph (c)(4) is revised to delete the phrase "the Contracting Officer may-" in the first sentence and insert the phrase "after the Contracting Officer under the Prime Contract has effected an offset at the prime contract level, or has directed Space Vector Corporation to withhold any sum from the subcontractor, Space Vector Corporation shall-", the definitions in paragraph 31a shall not apply to this phrase.)	52.226-1	UTILIZATION OF NATIVE AMERICAN ORGANIZATIONS AND NATIVE AMERICAN-OWNED ECONOMIC ENTERPRISES
52.203.12	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (\$100,000)	52.227-1	AUTHORIZATION AND CONSENT (And Alt I) (Applicable if the prime contract contains this clause. If this purchase order involves experimental, research, or developmental work, Alt I shall apply; "Government in subparagraph (a)(I) shall mean "Space Vector Corporation"; "Contracting Officer" shall mean "Space Vector Corporation".)
52.204-2	SECURITY REQUIREMENTS (Applicable if the work requires access to classified information; Delete paragraph (c) of the clause.)	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (\$100,000)
52.211-5	NEW MATERIAL (52.210-5)	52.227-9	REFUND OF ROYALTIES (Applicable when royalty exceeds \$250; "Government" shall mean "Space Vector Corporation"; "Contracting Officer" shall mean "Space Vector Corporation".)
52.211-7	OTHER THAN NEW MATERIAL, RESIDUAL INVENTORY, AND FORMER GOVERNMENT SURPLUS PROPERTY (52.210-7)	52.227-10	FILING OF PATENT APPLICATIONS – CLASSIFIED SUBJECT MATTER (Applicable if the work or any patent application may contain classified subject matter.)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (52.212-8)	52.227-11	PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM) (Applicable if Seller is a small business firm or nonprofit organization performing experimental, research, or developmental work.)
52.215-5	AUDIT AND RECORDS – NEGOTIATION (\$100,000)	52.227-12	PATENT RIGHTS – RETENTION BY THE CONTRACTOR (LONG FORM) (Applicable if Seller is other than a small business firm or nonprofit organization performing experimental, research, or developmental work.)
52.215-14	INTEGRITY OF UNIT PRICES, With Alternate I (\$100,000) (52.215-26)	52.228-3	WORKER'S COMPENSATION INSURANCE (DEFESE BASE ACT)
52.215-15	TERMINATION OF DEFINED BENEFIT PENSION PLANS (applicable if certified cost or pricing data is required or if the cost principles at FAR Subpart 31.2 apply.) (52.215.27)	52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION (In paragraph (b) "Government's interest" shall mean "Space Vector Corporation's or the Government's interests".)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (Applicable if certified cost or pricing data is required or if the cost principles at FAR Subpart 31.2 apply) (52.215-39)	52.232-17	INTEREST (Delete the phrase "net of any applicable tax credit under the Internal Revenue Code" in paragraph (a).)
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (\$100,000)	52.244-5	COMPETITION IN SUBCONTRACTING (\$100,000) (As prescribed in FAR 44.204(e).)
52.219-9	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED BUSINESS SUBCONTRACTING PLAN (\$500,000) (Seller shall provide Buyer with copies of SF 294 reports submitted pursuant to (d)(10)(iii) and the address to which the SF 295 was sent.)		
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION – GENERAL (\$100,000 and not otherwise exempt under FAR 22.305). Seller shall indemnify SVC against, and hold SVC harmless from any claim, suit, cost, damage, expense, (including attorney's fees, liability or withholding arising from Seller's non-compliance therewith.)		

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- 52.247-63 PREFERENCE FOR U.S. FLAG AIR CARRIERS (Applicable if this purchase order involves international air transportation.)
- 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (and Alt I) (Applicable if this purchase order involves ocean transportation of supplies; The numbers "20" and "30" in paragraph (c)(2) are changed to "10" and "15" respectively.)

DFARS CLAUSES

- 252.203-7001 SPECIAL PROHIBITION ON EMPLOYMENT (The definitions of 31(a) apply to (c)(d)(e) only; "Government" in (d) shall mean "Space Vector Corporation".)
- 252.204-7000 DISCLOSURE OF INFORMATION (In paragraph (b) "45" days shall change to "60" days.)
- 252.209-7000 ACQUISITIONS FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE RANGE NUCLEAR FORCE (INF) TREATY (\$100,000)
- 252.211-7000 ACQUISITION STREAMLINING (\$100,000)
- 252.215-7000 PRICE ADJUSTMENTS
- 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD Prime Contracts)
- 252.223-7001 HAZARDOUS WARNING LABELS (Applicable if this purchase order requires submission of hazardous material data sheets.)
- 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (And Alt I) (Applicable if this purchase order involves ammunition or explosives; "Government" shall mean "Space Vector Corporation or the Government", in paragraph (b) "Contracting Officer" shall mean "Space Vector Corporation or the Contracting Officer" and in all other paragraphs "Contracting Officer" shall mean "Space Vector Corporation".)
- 252.223-7002 BUY AMERICAN ACT, BALANCE OF PAYMENTS PROGRAM
- 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
- 252.225-7006 BUY AMERICAN ACT, TRADE AGREEMENTS ACT, BALANCE OF PAYMENTS PROGRAM CERTIFICATE
- 252.225-7007 TRADE AGREEMENT ACT
- 252.225-7009 DUTY-FREE ENTRY - QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES ("Contracting Officer" and "Contract Administration Office" shall mean "Space Vector Corporation" except in (b)(2)(c); "Contract" in paragraph (k) shall mean "the prime contract under which this purchase order is issued."; Delete paragraph (f).)
- 252.225-7010 DUTY-FREE ENTRY - ADDITIONAL PROVISIONS ("Contracting Officer" shall mean "Space Vector Corporation".)
- 252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (MAJOR PROGRAMS) (Applicable if the articles furnished under this purchase order contains specialty metals.)
- 252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS
- 252.225-7026 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (\$100,000)
- 252.228-7005 ACCIDENT REPORTING AND INVESTIGATIONS INVOLVING AIRCRAFT, MISSILES AND SPACE LAUNCH VEHICLES
- 252.231-7000 SUPPLEMENTAL COST PRINCIPLES
- 252.235-7003 FREQUENCY AUTHORIZATION (Applicable if the purchase order requires developing, producing, constructing, testing, or operating a device requiring frequency authorization.)
- 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (Applicable if this purchase order requires securing telecommunications.)
- 252.243-7001 PRICING OF (SUB)CONTRACT MODIFICATIONS
- 252.244-7001 SUBCONTRACT FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
- 252.245-7001 REPORTS OF GOVERNMENT PROPERTY
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (\$100,000)
- 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA
- 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (The definitions in paragraph 31(a) shall not apply.)

NFS CLAUSES

- 18-52.219-74 USE OF RURAL AREAS SMALL BUSINESSES
- 18-52.223-70 SAFETY AND HEALTH (Applicable if this purchase order, with its subcontracts at every tier, (1) amount to \$1,000,000, or more, (2) require construction, repair, or alteration in excess of the simplified acquisition threshold, or (3) regardless of dollar amount, involve the use of hazardous materials or operation.)
- 18-52.223-71 FREQUENCY AUTHORIZATION (Applicable if this purchase order requires development, production, test or operation of which a radio frequency authorization is required.)
- 18-52.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (Applicable if this purchase order is to be performed by a small business firm or nonprofit organization for the performance of experimental, research, or developmental work. FAR 52.227-11 shall be modified as provided by this clause.)
- 18-52.227-70 NEW TECHNOLOGY (Applicable if this purchase order is to be performed by other than a small business firm or nonprofit organization for the performance of experimental, developmental, or research work.)
- 18-52.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (Applicable if this purchase order incorporates 18-52.227-70 or 18-52.227-11.)
- 18-52.228-72 CROSS WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES (Applicable only if this purchase order is placed in support of "Protected Space Operations" [relating to the Space Station] as that term in defined in the same clause.)
- 18-52.231-70 PRECONTRACT COSTS
- 18-52.244-70 GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (\$100,000)
- 18-52.247-71 PROTECTION OF THE FLORIDA MANATEE (Applicable if Seller is involved in vessel operations, dockside work, and selected disassembly function within the Kennedy Space Center waterways as defined in this clause.)

(f) CERTIFICATIONS AND REPRESENTATIONS

- 1) This clause contains certifications and representations that are material representation of fact upon which Space Vector Corporation will rely in making awards to Seller. By submitting its written offer, or providing oral offers/quotations at the request of Space Vector Corporation, or accepting any purchase order, including verbal orders from a Space Vector Corporation procurement representative, Seller certifies to the representations and certifications as set forth below in this clause. These certification and representations shall apply whenever these terms and conditions are incorporated by reference in any purchase order ("PO"), order, agreement, other contractual document or any quotation, request for quotation (oral or written), request for proposal or solicitation (oral or written) issued by Buyer. Seller shall immediately notify Space Vector Corporation of any change of status with regard to these certifications and representations.
- 2) The following clauses of the Federal Acquisition Regulation (FAR) are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable during the performance of any purchase order, agreement, or subcontract.
- 3) In each clause incorporated below, substitute "Space Vector Corporation" for "Government" and "Contracting Agency" and "Space Vector Corporation Procurement Representative" for "Contracting Officer" throughout.
- 4) 52.203-11 **Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions** (Applicable to solicitation and purchase orders exceeding \$100,000)
  - (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.
  - (b) Seller certifies that to the best of its knowledge and belief that on and after December 23, 1989--
    - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

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extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriate funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress on his or her behalf in connection with a solicitation or order, the offeror shall complete and submit, with its offer, OMB standard for LLL, Disclosure of Lobbying Activities, in accordance with its instructions, and

(c) He or she will include the language of this certification in all subcontract./purchase orders at any tier and require that all recipients of subcontract/purchase order awards in excess of \$100,000 shall certify and disclose accordingly.

(d) Submission of this certification and disclosure is a prerequisite for making or entering into a contract as imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

5) **52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.**

(a) Seller certifies that, to the best of its knowledge and belief, that Seller and/or any of its Principals, (as defined in FAR 52.209-5) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency

(b) Seller shall provide immediate written notice to Buyer if, any time prior to award of any order, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

6) **52.222-21 Certification of Nonsegregated Facilities** (Applicable to solicitations and purchase orders exceeding \$10,000 which are not exempt from the requirements of the Equal Opportunity clause, FAR 52.222-26.) Seller certifies that it does not and will not maintain any facilities that it provides for its employees in a segregated manner and will not permit any of 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 will be a violation of the Equal Opportunity clause in this purchase order. This Certification is in accordance with the requirements of Title 41 Code of Federal Regulation 60-1.8. Seller shall obtain identical certifications from proposed lower tier suppliers before the award of any lower tier order in excess of \$10,000 that is not exempt from the provisions of the Equal Opportunity clause (FAR 52.222-26).

7) **52.222-22 Previous Contracts and Compliance Reports**

(a) Seller represents that, if it has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26), the clause originally contained in Section 310 of Executive Order No. 10925, the clause contained in Section 201 of Executive Order No. 11114, or the clause contained in Section 202 of Executive Order No. 11246, the Seller has filed all Compliance Reports, and will continue to file all Compliance Reports required by the clause.

(b) Seller hereby warrants that representations indicating submission of required compliance reports, signed by proposed lower-tier suppliers, have been obtained.

8) **52.222-25 Affirmative Action Compliance** (Applicable if (i) the Seller has 50 or more employees and is not exempt from the requirements of the Equal Opportunity clause (FAR 52.222-26) and (ii) the valued of the purchase order exceeds \$50,000.)

(a) Seller represents: (i) that it has developed and has on file a written Affirmative Action Compliance Program at each of its establishments, or (ii) that in the event such a program does not presently exist that it will develop and place in operation such a written Affirmative Action Compliance Program within 120 days from the award of this purchase order.

(b) Seller shall include this clause in any lower tier order of \$50,000 or more if the lower-tier supplier has 50 or more employees and is not exempt from the requirements of the Equal Opportunity clause (FAR 52.222-26).

9) **52.223-1 Clean Air and Water Certification** (Applicable to solicitations and purchase orders exceeding \$100,000)

(a) Seller certifies that any facility to be used in the performance of an order is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.

(b) Seller immediately notify the Space Vector Corporation procurement representative, before any purchase order award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of any purchase order is under consideration to be listed on the EPA list of Violating Facilities.