

## DESAPRO, INC.

### PURCHASE ORDER STANDARD TERMS AND CONDITIONS

#### **TIME IS OF THE ESSENCE WITH REPECT TO THE PERFORMANCE OF EACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN.**

1. **DEFINITIONS.** As used in this Purchase Order, the below terms shall have the following meanings: (a) "Contractor" or "DESAPRO INC." means the legal entity purchasing the supplies/services; (b) Vendor includes any "Subcontractor," "Supplier," or other legal entity that has entered into this agreement with DESAPRO, Inc., (c) "Contract," "Subcontract," "Purchase Order," "Agreement," and "Order" (whether capitalized or not) are used interchangeably and refer to the contract between the parties, including these terms and conditions.
2. **ACCEPTANCE OF PURCHASE ORDER.** The Purchase Order, to which these Standard Terms and Conditions are attached, becomes a binding contract on the terms set forth herein when it is accepted by Vendor either by signing the Purchase Order or by part performance of the contract. No condition stated by Vendor in accepting or acknowledging this Purchase Order shall be binding upon DESAPRO, Inc. if it is in conflict with, is inconsistent with, or is in addition to the Terms and Conditions contained herein unless expressly accepted in writing by DESAPRO, Inc.
3. **APPLICABLE LAW.** This Purchase Order shall be governed by and construed in accordance with the laws of the State of Florida.
4. **COMPLIANCE WITH LAWS.** Vendor shall comply with all applicable federal, state, and local laws, rules, regulations and orders. Vendor agrees to indemnify and hold DESAPRO, Inc. harmless against any loss or liability due to Vendor's violation or non-compliance with such regulations.
5. **PART IDENTIFICATION on Suppliers Premises.** At minimum, parts shall be identified, separated and segregated by correct lot number and quantity. Parts and materials must be protected in all phases of manufacturing, processing, and transportation to eliminate damage. Parts and materials must be protected from all elements and conditions that could result in damage. This includes, but is not limited to:
  - Process contamination (oils, grease, fluids, etc.)
  - Handling damage (nicks, dings, scratches, etc.)
  - Transportation (damage during transit)
  - FOD (Foreign Object Debris/Damage)
6. DESAPRO customers (including government representative) reserve the Right-Of-Entry into any DESAPRO supplier facility to determine and verify the quality of work and material at all production stages. Visitation by DESAPRO customers shall be conducted with prior knowledge of, and jointly with DESAPRO and its supplier. DESAPRO reserves the right for DESAPRO employees, DESAPRO customers and regulatory authorities to enter supplier facility to determine and verify the quality of work, records and material at any point in the production or manufacturing process.
7. **SUBCONTRACT.** Vendor shall not subcontract the complete or any substantial portion of the contract without the prior written consent of DESAPRO, Inc. This shall not apply to standard commercial items or raw materials.
8. **WARRANTY.** Vendor represents and warrants (1) that all goods delivered pursuant hereto will be new, unless otherwise specified, and free from defects in material and workmanship; (2) that all goods will conform to applicable specifications, drawings, and standards of quality and performance, and that all items will be free from defects in design suitable for their intended purpose; and (3) that all services performed pursuant hereto will be performed in accordance with the specifications and instructions of DESAPRO, Inc., provided nevertheless that Vendor shall retain discretion and control with respect to the manner and means of performing such services and shall at all times remain an independent contractor. All the representations and warranties of Vendor together with its service warranties and guarantees, if any, shall survive any delivery, inspection, acceptance or payment by DESAPRO, Inc.
9. **INDEMNITY.** Vendor agrees to indemnify and hold DESAPRO, Inc. harmless from all claims, liability loss, damage, and expense including special, consequential and incidental damages incurred or sustained by

DESAPRO, Inc. by reason of any breach of any warranty with respect to the goods or services which are purchased in accordance with this Purchase Order.

10. **WORK ON DESAPRO, INC.'S OR DESAPRO, INC.'S CUSTOMER'S PREMISES.** If this order requires Vendor to perform work on DESAPRO, Inc.'s or DESAPRO, Inc.'s customer's premises, Vendor shall take all necessary precautions to prevent any injury to persons or damage to property during the progress of such work. Except to the extent that any injury to persons or damage to property is due solely and directly to DESAPRO, Inc.'s or its customer's fault or negligence, Vendor agrees to indemnify DESAPRO, Inc. and its customer against all loss or liability resulting from any act or omission of Vendor, its employees, agents, or subcontractors.
11. **TAXES.** The price of the supplies/services procured hereunder includes all applicable federal, state, and local taxes and duties unless otherwise stated in the Purchase Order.
12. **PACKAGING AND PACKING.** Vendor shall be responsible for properly packing and packaging all items in suitable containers for protection during shipment in accordance with transportation regulations and good commercial practice at no additional charge unless specified on the Purchase Order.
13. **TITLE AND RISK OF LOSS.** The F.O.B. point shall be the delivery destination indicated in the Purchase Order, and title to the supplies, risk of loss or damage shall pass to DESAPRO, Inc. upon DESAPRO, Inc.'s acceptance of the supplies regardless of where DESAPRO, Inc. takes physical possession.
14. **INSPECTION AND TEST.** All goods supplied and services performed pursuant to this Purchase Order shall be subject to inspection and test by DESAPRO, Inc. and its agents. If a defect exists and if Vendor is unable or refuses to replace the goods or render the service again promptly, DESAPRO, Inc. may replace such goods or obtain such services and charge Vendor, or deduct from amounts owed by DESAPRO, Inc. to Vendor, the costs, expenses and losses including incidental and consequential damages incurred which are in excess of Vendor's price for such goods or services. After notification to Vendor that goods are defective, all risk of loss with respect to such goods shall be that of Vendor and Vendor shall pay all packing and shipping charges in connection with defective goods returned by DESAPRO, Inc. DESAPRO, Inc.'s approval of a design furnished by Vendor shall not relieve Vendor of its obligations herein. All rights and remedies of the DESAPRO, Inc. herein shall be in addition to any other remedies provided by law.
15. **DELIVERY.** Vendor agrees that time is of the essence in the performance of this Purchase Order. It is Vendor's responsibility to furnish the quantity of supplies/services called for in this Purchase Order. No variation in the quantity specified herein will be accepted as compliance with this order. DESAPRO, Inc. reserves the right to return excess shipments at Vendor's expense. Vendor agrees to advise DESAPRO, Inc., as soon as possible, of any delays in meeting the order delivery schedule and the reasons therefore. If a delay is due to causes beyond Vendor's and, when applicable, its subcontractor's control, and without fault or negligence of either of them, DESAPRO, Inc. may, at its sole discretion, either adjust the delivery schedule or terminate the order for convenience. If the delay is due to Vendor's, or its subcontractor's failure and the failure is not cured within ten (10) days after Vendor's receipt of DESAPRO, Inc.'s notice thereof, DESAPRO, Inc. may, at its sole discretion, either accept a revised delivery schedule and an equitable reduction in the order price or terminate the order for default. Acceptance of late deliveries shall not constitute a waiver thereof by DESAPRO, Inc.
16. **INVOICES.** An itemized invoice shall be submitted in triplicate to the address shown on the face of the Purchase Order to the attention of the Accounts Payable Dept and or email to [accountspayable@desapro.com](mailto:accountspayable@desapro.com). The invoice should contain the Purchase Order number, description of supplies/services furnished, quantity, unit prices, and total price. Approval and payment of invoices may be delayed pending correction of any errors or omissions.
17. **PATENTS, COPYRIGHT, AND TRADEMARK INDEMNITY.** Vendor shall at its expense indemnify and defend DESAPRO, Inc. and DESAPRO, Inc.'s successor in interest to the goods (collectively called "DESAPRO, Inc.") against any claim, suit or proceeding (collectively called "suit") brought against DESAPRO, Inc. which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this order, or DESAPRO, Inc.'s use (including resale) thereof, constitutes an infringement of any patent, trademark, or copyright in the United States, if Vendor is given reasonable notice of such suit; and Vendor shall pay all damages and costs awarded against and reasonable expenses incurred by DESAPRO, Inc. in connection with such suit. In case the goods or services or use thereof is in such suit held to constitute infringement and the

use thereof its enjoined, Vendor shall at its expense and at its option either procure for EDAK, Inc. the right to continue the use of such goods or services; or in a manner acceptable to DESAPRO, Inc. make replacement or modification to avoid infringement. The foregoing indemnity shall not apply, and DESAPRO, Inc. shall indemnify and defend Vendor if given notice and in the same manner and extent as provided above where such goods or services are allegedly infringing as a result of Vendor's compliance with specified written instructions by DESAPRO, Inc. directing use by Vendor of a feature not customarily used by Vendor.

18. **CHANGES.** No adjustment, change or any modification of the terms of this Purchase Order will be allowed, valid or binding, unless authorized by DESAPRO, Inc. by means of a written revision or amendment specifically identifying the specific Purchase Order.
19. **DISPUTES.** Any dispute arising under this order that is not settled by agreement between the parties may be settled by appropriate legal proceeding brought within the courts of Brevard County, Florida or the U.S. District Court for the Middle District of Florida. Pending final resolution, Vendor shall proceed, in all good faith, with the performance of this Purchase Order in accordance with DESAPRO, Inc.'s instructions.
20. **TERMINATION FOR DEFAULT.** DESAPRO, Inc. may, without liability, and in addition to any other rights or remedies provided herein or by law, terminate this Purchase Order in whole or in part by written notice of default if Vendor: (a) fails to deliver the supplies or perform the services within the time specified; (b) fails to make sufficient progress with the work, thereby endangering completion of performance within the time specified; or (c) fails to comply with any of the other instructions, terms, or conditions. DESAPRO, Inc.'s right to terminate for default may be exercised if Vendor does not cure the failure within ten (10) days after receiving DESAPRO, Inc.'s notice of such failure. If DESAPRO, Inc. terminates this order in whole or in part, DESAPRO, Inc. may purchase similar supplies or services from others and Vendor shall be liable for any additional costs above the original price for the terminated supplies/services. In the event of a partial termination, Vendor shall continue the work not terminated. Vendor shall not be liable for any additional costs if failure to perform arises from causes beyond Vendor's or Vendor's subcontractor's control and without fault of negligence of either of them; provided, however, that the supplies/services to be furnished by Vendor's subcontractor (at any tier) were not obtainable from others in time for the Vendor to meet the order delivery requirements. DESAPRO, Inc. shall pay Vendor the order price for any completed supplies/services delivered and accepted.
21. **VENDOR CONTACTS WITH DESAPRO, INC.'S CUSTOMER.** If Vendor is a subcontractor to DESAPRO, Inc. under a DESAPRO, Inc. prime contract, DESAPRO, Inc. shall be responsible for all liaison and communications with DESAPRO, Inc.'s customer for the term of this Purchase Order. Vendor shall not communicate with DESAPRO, Inc.'s customer regarding this Purchase Order unless authorized to do so by DESAPRO, Inc.
22. **DESAPRO, INC.'S PROPERTY AND INFORMATION.** Any property, data, designs, plans or information furnished to Vendor for performance of the work shall remain the property of DESAPRO, Inc. and shall be considered private and confidential DESAPRO, Inc. information, and shall not be given to others not having a need-to-know or used by Vendor for its own purposes. Upon order completion, all DESAPRO, Inc. furnished property shall be returned to the DESAPRO, Inc. in the same condition as received, allowing for reasonable wear and tear, except to the extent that the property has been incorporated into supplies delivered or consumed in the performance of the work.
23. **UNAUTHORIZED CHANGES TO SUPPLIES/SERVICES.** Vendor shall make no changes affecting form, fit, or function of the supplies without DESAPRO, Inc.'s prior written approval. Any approvals by DESAPRO, Inc. shall not relieve Vendor of responsibility for any errors or deficiencies that may exist, or for performing the work and furnishing the supplies/services in strict accordance with the Purchase Order requirements.
24. **USE OF DATA.** Vendor shall not deliver or furnish any data, designs, plans or information furnished by DESAPRO, Inc. or obtained through performance of this agreement, subject to limited use of reproduction unless and until an agreement to hold in confidence or restrict distribution is accepted in writing by an authorized representative of DESAPRO, Inc. Vendor shall not use or disclose any data, designs, or other information belonging to or supplied by or on behalf of DESAPRO, Inc., except as required in the performance of this Purchase Order. Upon completion of this Purchase Order, all data furnished by DESAPRO, Inc. shall be returned to DESAPRO, Inc.
25. **INSURANCE.** Vendor shall provide a certificate of insurance upon request.

26. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE RESPONSIBLE OR HELD LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, WHICH SHALL INCLUDE WITHOUT LIMITATION, LOSS OF PROFITS, PRODUCT OR SERVICE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING THE FAULT, NEGLIGENCE OR OTHER THEORY OF LIABILITY WHICH MAY BE ASSERTED AGAINST THE PARTY WHOSE LIABILITY HAS BEEN LIMITED.
27. **WAIVER OF RIGHTS.** Failure of either party to insist on performance of any provision of this Purchase Order shall not be construed as a waiver of that provision or a waiver of DESAPRO, Inc.'s or Vendor's right to require compliance with such provision in any later instance.
28. **SEVERABILITY.** If any provision of this Purchase Order is found to be illegal or unenforceable under law, that provision shall be deleted; however, all other provisions of this order shall not be affected thereby, and shall remain in full force and effect.
29. **ORDER OF PRECEDENCE.** Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: typed or written provisions on the face of this Purchase Order or continuation pages thereof; any attachments to these Terms and Conditions; these Standard Terms & Conditions; statements of work, specifications, and drawings.
30. **ENTIRE AGREEMENT.** The Purchase Order and the Terms and Conditions constitute the entire agreement between DESAPRO, Inc. and Vendor regarding this procurement and supersede all previous written or oral agreements and commitments. No terms or conditions of sale set forth in Vendor's quotation or acknowledgement shall be included as part hereof, nor shall any prior course of dealing, custom, or usage in the trade supersede or modify any Purchase Order provisions or these Standard Terms and Conditions. Any subsequent additions, deletions or modifications to this agreement shall not be binding upon the parties unless same are mutually agreed upon and incorporated herein in writing.
31. **GOVERNMENT CONTRACT.** If this Order is placed under a U.S. Government contract, additional Terms and Conditions from the Federal Acquisition Regulation or agency supplements will be attached as listed below:
  - Federal Acquisition Regulation
  - DoD FAR Supplement
  - FAR Commercial Item Terms and Conditions
  - Other
32. **DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM.** All defense priorities and allocation system (DPAS) purchase orders with a total value equal to or greater than \$50,000 require written acknowledgement from the Vendor. If this is a DPAS Rated Purchase Order the US Government's Contract Number and the assigned DPAS rating will follow the purchase order line item(s). Rated items require the Vendor to follow all of the provisions of the DPAS Regulation (15 CFR Part 700).
33. **CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DISBARMENT.** Through acceptance of this purchase order the Vendor certifies that it is not presently, nor has it within the last three (3) years, been debarred, suspended, proposed for debarment, nor declared ineligible for award of contracts by any U.S. Government Agency. If Vendor cannot so certify, the DESAPRO, Inc.'s purchasing representative is to be notified immediately. Additionally, Vendor is to require its subcontractors which receive Purchase Orders equal to or greater than \$25,000 to certify their debarred or suspended status. See FAR 52.209-6.
34. **FIRST ARTICLE INSPECTION.** A 100% dimensional "First Article" inspection report, test report, (If required) and certification of compliance, must accompany each first-time shipment of any Metal Fabricated, Machined or Cast part or assembly built to DESAPRO, Inc.'s specifications, unless otherwise instructed by the inspection codes listed on Purchase Order. Such Reports and certifications must have the signature of the person verifying the compliance to all of the associated part requirements.

35. ARTICLE OR FOREIGN ORIGIN MARKING. Every article of foreign origin shall be marked in a conspicuous place in a legible manner, indelibly and permanently, as the nature of the article will permit, in such manner as to indicate to the ultimate purchaser in the United States, the English name of the country or origin of the article.
36. NONCONFORMING MATERIAL. In the event that nonconforming material is received by DESAPRO, Inc., a corrective action report (CAR) may be issued in conjunction with any nonconforming goods. Such CAR must be returned to DESAPRO, Inc. by the Vendor within 30 days of issue, or DESAPRO, Inc. may withhold payments for the associated purchase order(s) until such CAR is received.

If, at anytime during the performance of, or after shipment(s) are made against the Purchase Order, Vendor determines that nonconforming goods were sent to DESAPRO, Inc., Vendor shall immediately notify DESAPRO, INC. of such nonconforming goods shipment(s). Vendor shall provide the following information as part of the notification: DESAPRO, INC. Purchase Order Number; DESAPRO, INC. Part Number; Vendor's Part Number; Quantity Shipped; Date(s) of Shipment(s); Serial Number(s), if available; The Identified Nonconformance, and the CAR that will correct the Nonconformance and prevent future shipments of nonconforming goods. After submittal of the above required information, Vendor may apply for a specification waiver from EDAK, INC. requesting DESAPRO, INC. to accept the Nonconforming goods.

37. CONFLICT MINERALS. Supplier will notify Buyer if the use of Conflict Minerals is being used in the manufacture of material supplied to DESAPRO INC. per [Dodd-Frank Act]. You as well as all our suppliers are to identify if the products you supply to DESAPRO INC are containing any tin, tungsten, tantalum, and/or gold. If your products contain minerals from potential conflict-affected area, please provide information to identify the smelters/refiners in your supply chains using the Conflict Minerals Reporting Template from EICC/GeSI. This template will protect confidential and business sensitive information through roll-up tools that do not require a list of all suppliers used within a company's supply chain.
38. COUNTERFEIT GOODS. Seller agrees and shall ensure that counterfeit Goods are not delivered to Buyer. Seller's counterfeit prevention procedures shall meet the requirements of SAE AS5553. Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware or suspects that it has furnished counterfeit Goods. If suspect/counterfeit Goods are furnished under this order or are found in any of the Goods delivered hereunder, such items will be impounded by Buyer. Seller shall be required to disclose the source of the suspect/ counterfeit Goods to the Buyer. Upon request of Buyer, Seller shall immediately provide documentation that authenticates traceability of the affected Goods to the applicable OEM. Seller shall promptly replace such suspect/counterfeit Goods with Goods acceptable to Buyer and Seller shall be liable for all costs, including but not limited to Buyer's internal and external costs, relating to the removal and replacement of said Goods, and subsequent testing of said Goods. Buyer reserves all contractual rights and remedies to address grievances and detrimental impacts caused by suspect/counterfeit Goods. All occurrences of Suspect Counterfeit and/or Counterfeit Goods will be reported to ERAI and/or GIDEP by Seller or Buyer.
39. TERMINATION FOR CONVENIENCE [FAR 52.212-4 (1)]. DESAPRO, Inc. reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Vendor shall be paid a percentage of the contract price reflecting the percentage of the work performed before the notice of termination, plus reasonable charges the Vendor can demonstrate to the satisfaction of the DESAPRO, Inc. using its standard record keeping system, having resulted from the termination. The Vendor shall not be required to comply with cost accounting standards or contract cost principles for this purpose. This paragraph does not give DESAPRO, Inc., the right to audit the Vendor's records. The Vendor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

This clause will be implemented only in the event DESAPRO, Inc. is terminated, for any reason, under the terms of the prime contract.

40. STOP WORK ORDER (FAR 52.242-15). DESAPRO, Inc. reserves the right to direct Vendor to stop work in accordance with the provisions of this clause. This may be exercised at the sole Discretion of DESAPRO, Inc. Rights of the Vendor shall be as specified in the regulation.
41. Subject to FAR 2.101 "SIMPLIFIED ACQUISITION THRESHOLD", if the goods supplied under the terms of this Purchase Order contain "Specialty Metals" as defined in DFAR 252.225-2014, Vendor, by acceptance of this

purchase order, certifies that such goods conform to the Provisions of DFAR 252.225-7014. This contract is for the purchase of commercial items or for commercial items with minor modifications as defined in FAR Part 2.10(a).

## DEFENCE PRIORITY

52.211-14 Defense Priority and Allocation Requirements. If this PO is a "rated PO" as indicated by a DPAS rating elsewhere in this PO, Supplier will follow all the provisions of the Defense Priorities and Allocation System regulation (15CFR350). Supplier shall accept or reject it in writing promptly, within five (5) working days after receipt thereof if DX-rated or ten (10) working days if DO-rated, per 15 CFR 350.13(d).

52.211-15 Defense Priority and Allocation Requirements.

ADDITIONAL CLAUSES. In addition to all of the other Sections in this document, the following clauses apply to all purchases or solicitations:

### **FAR FAR Clause Title and modifications thereof**

52.202-1 Definitions.

52.203-3 Gratuities\* (wherein, "agency head" shall mean DESAPRO)

52.203-5 Covenant Against Contingent Fees

52.208-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b.) of this certification.

(b) By either submitting its proposal/quotation or accepting this order, Supplier shall be deemed to certify 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 extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated 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 an employee of a Member of Congress on his or her behalf in connection with this solicitation, Supplier shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, in accordance with its instructions, and

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

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this PO imposed by section 1352, title 31, United States Code. Any person who makes 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.

52.203-12 Limitations on Payments to Influence Certain Federal Transactions

52.204-2 Security Requirements\* (excluding any reference to the Changes clause in the prime contract).

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

(a) By either submitting its proposal/quotation or accepting this order, Supplier shall be deemed to have certified that, to the best of its knowledge and belief, that:

(i) Supplier and/or any of its Principals (as defined in FAR 52.209-5):

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are not presently indicated for otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision (a) (1) (i) (B) of this provision.

(ii) That it has not within a three-year period preceding this offer had any contract terminated for default by any Federal agency.

(b) Supplier shall provide immediate written notice to DESAPRO's 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.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed in making the award.

52.211-16 Variation in Quantity (if applicable, the actual variance will be listed on the Face of the PO)

52.214-26 Audit—Sealed Bidding

52.214-27 Price Reduction for Defective Cost or Pricing Data—Modifications— Sealed Bidding

52.214-28 Subcontractor Cost or Pricing Data - Modifications — Sealed Bidding

52.215-15 Pension Adjustments and Asset Reversions (Dec 1998).

52.215-19 Notification of Ownership Changes. (Applicable if cost or pricing data submittal is required)

52.216-7 Allowable Cost and Payment

52.219-8 Utilization of Small Business Concerns (Applies only if this PO offers further subcontracting opportunities).

52.222-1 Notice to the Government of Labor Disputes

52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation. \*

52.222-20 Walsh-Healey Public Contracts Act.

52.222-21 Prohibition of Segregated Facilities (Feb 1999).

52.222-22 Previous Contracts and Compliance Reports.

(a) By either submitting its proposal/quotation or accepting this order, Supplier shall be deemed to represent 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 Supplier will file all required Compliance Reports prior to acceptance of the proposed PO.

(b) Supplier hereby warrants that representations indicating submission of required compliance reports, including those signed by proposed subcontractors have been filed.

- 52.222-24 Pre-award On-Site Equal Opportunity Compliance Evaluation
- 52.222-25 Affirmative Action Compliance. Notice to prospective Supplier of requirement for Representation of an Affirmative Action Program (Applicable to quotations exceeding \$50,000 to Suppliers with 50 or more employees and which are not exempt from the requirements of the Equal Opportunity clause at FAR 52.222-26). By either submitting its proposal/quotation or accepting this PO, Supplier shall be deemed to represent:
  - (a) that it has developed and has on file such written Affirmative Action Compliance Program at each of its establishments, or
  - (b) 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 a PO. Supplier shall include this clause in any subcontract of \$50,000 or more if the subcontractor has 50 or more employees.
- 52.222-26 Equal Opportunity
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other eligible Veterans (DEC 2001)
- 52.222-36 Affirmative Action for Workers with Disabilities\*
- 52.222-41 Service Contract Act of 1965, as Amended
- 52.222-50 Combating Trafficking in Persons
- 52.223-3 Hazardous Material Identification and Material Safety Data
- 52.223-6 Drug Free Workplace
- 52.223-7 Notice of Radioactive Materials
- 52.223-11 Ozone Depleting Substances
- 52.223-13 Certification of Toxic Chemical Release Reporting

By either submitting its proposal/quotation or accepting this order, Supplier shall be deemed to certify that:

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in section 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.



- 52.224-2 Privacy Act.
- 52.225-1 Buy American Act-Supplies.
- 52.225-8 Duty-Free Entry\*\*
- 52.225-2 Buy American Act Certificate
- 52.225-3 Buy American Act – North American Free Trade Agreement – Israeli Trade Act
- 52.225-4 Buy American Act – North American Free Trade Agreement – Israeli Trade Act Certificate
- 52.225-5 Trade Agreements
- 52.225-6 Trade Agreements Certificate
- 52.225-13 Restriction on Certain Foreign Purchases. \*
- 52.227-9 Refund of Royalties
- 52.227-10 Filing of Patent Applications — Classified Subject Matter. \*
- 52.227-11 Patent Rights–Retention by the Contractor\* (Short Form).
- 52.227-12 Patent Rights–Retention by the Contractor\* (Long Form).
- 52.227-13 Patent Rights–Acquisition by the Government.
- 52.227-14 Rights in Data-General
- 52.227-17 Rights in Data-Special Works
- 52.227-19 Commercial Computer Software-Restricted Rights
- 52.228-3 Worker’s Compensation Insurance (Defense Base Act).
- 52.228-5 Insurance — Work on a Government Installation (Applicable if this PO requires work on a Government installation).
- 52.230-4 Consistency in Cost Accounting Practices
- 52.230-5 Cost Accounting Standards-Educational Institution
- 52.232-16 Progress Payments (Fixed Price Solicitations / Purchases)

(a) If Progress Payments are contemplated as stipulated elsewhere in this PO, the clause in FAR 52.232-16, entitled “Progress Payments,” is incorporated herein by reference and made a part of this subcontract or PO; provided, however, that when necessary to make the context of such clause applicable to this subcontract or PO, the term “the Contractor” shall mean Supplier, the terms “Contracting Officer,” “Administrative Contracting Officer,” and “Government” shall mean DESAPRO, the term “contract” shall mean this PO; but further provided that, in Paragraph (d) “Title” of such clause, “Purchaser” shall not be substituted for “Government” as the holder of title under that paragraph, but shall be so substituted wherever the term “Government” is otherwise used, including without limitation the provision paragraph (d)(2)(iv) concerning drawings and technical data; and still further provided that, in Paragraph (g) — entitled “Reports and Access to Records,” the terms “Contracting Officer” and “Government” shall not be substituted for by the term “Purchaser,” but shall mean only an authorized representative of the U.S. Government; and lastly, provided that the rate specified in paragraphs (a)(1)(i), (a)(5) and (b) of said “Progress Payments” clause shall not be applicable. The applicable percentage rate to be inserted in lieu thereof shall be no more than the percentage rate stipulated elsewhere in this PO.

(b) If Supplier is a small business concern, subparagraphs (a)(1) and (a)(2) of the above referenced “Progress Payments” clause is hereby deleted and replaced by subparagraphs (a)(1) and (a)(2) in FAR 52.232-16 Alternate I, subject to all of the alterations specified above for the basic clause.

(c) If the PO which this clause is incorporated is undefinitized, then the FAR 52.232-16 clause contemplated above is hereby further modified as described in FAR 52.232-16 Alternate II. When the clause is

so modified, the dollar amount to be inserted in subparagraph (a) (4) shall be as specified elsewhere in this PO with the citation of this clause.

- 52.232-17 Interest
- 52.232-32 Performance Based Payments
- 52.233-3 Protest After Award
- 52.234-1 Industrial Resources Developed Under Defense Production Act Title III
- 52.236-13 Accident Prevention
- 52.242-15 Stop-Work Order. (Wherein, the words "ninety (90) days" are hereby changed to "one hundred (100) days" and the words "thirty (30) days" are hereby changed to "twenty (20) days" wherever they appear)
- 52.242-17 Government Delay of Work. (Wherein, "Government" shall mean DESAPRO)
- 52.243-6 Change Order Accounting.
- 52.244-5 Competition in Subcontracting.
- 52.244-6 Subcontracts for Commercial Items
- 52.245-2 Government Property (Fixed Price Contracts).
- 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Jan 1986).
- 52.245-17 Special Tooling (Fixed Price Solicitations / Purchases). (Applies only if special tooling, as defined in subparagraph (a) of the clause, is utilized and if the full cost of such tooling is included in the price of this PO). The risk of loss must be assumed by the Supplier in accordance with subparagraph (g).
- 52.245-18 Special Test Equipment (Applies only if special test equipment, as defined in subparagraph (a) of the clause, is utilized and if the full cost of such equipment is included in the price of this PO). The risk of loss must be assumed by the Supplier in accordance with subparagraph (g). (In subparagraphs (b) and (c), the words "30 days notice" are changed to read "45 days notice")
- 52.246-16 Responsibility for Supplies
- 52.246-23 Limitation of Liability. \*
- 52.246-24 Limitation of Liability — High Value Items\* (Applicable if this clause is included in DESAPRO's Prime Contract and DESAPRO has received ACO approval).
- 52.246-25 Limitation of Liability -- Services.
- 52.247-63 Preference for U. S. Flag Air Carriers
- 52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels
- 52.248-1 Value Engineering. Supplier may, from time to time, submit to EDAK value engineering proposals; and if adopted by DESAPRO and DESAPRO's customer, DESAPRO and Supplier shall negotiate sharing arrangements equitable in light of the sharing arrangements between DESAPRO and DESAPRO's customer under the value engineering provision of their contract. DESAPRO will process proposals expeditiously; provided, however, neither DESAPRO nor DESAPRO's customer shall be liable for any delay. The decision of DESAPRO to accept or reject any such proposal shall be final and conclusive. DESAPRO may accept, in whole or in part, any Value Engineering Change Proposal (VECP) submitted by appropriately modifying the PO. Unless a VECP is so accepted, Supplier shall remain obligated to perform in accordance with the terms of the existing PO.

**DFARS            DFARS Clause Title and modifications thereof**

- 252.204-7000 Disclosure of Information.
- 252.204-7002 Payment for Sub-Line Items not separately priced.
- 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material
- 252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country.
- 252.209-7002 Disclosure of Ownership or Control by a Foreign Government
- 252.211-7000 Acquisition Streamlining
- 252.211-7003 Item Identification and Valuation
- 252.212-7001 Contract Terms and Conditions Required Implementing Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items.
- 252.223-7001 Hazard Warning Labels
- 252.223-7002 Safety Precautions for Ammunition and Explosives
- 252.223-7003 Change in Place of Performance - Ammunition and Explosives
- 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials
- 252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
- 252.225-7000 Buy American Act – Balance of Payments Program Certificate.
- 252.225-7001 Buy American Act and the Balance of Payments Program
- 252.225-7002 Qualifying Country Sources as Subcontractors
- 252.225-7003 Report of Intended Performance outside the United States
- 252.225-7004 Report of Contract Performance outside the United States
- 252.225-7006 Quarterly Reporting of Actual Contract Performance outside the United States
- 252.225-7011 Restriction on Acquisition of Supercomputers
- 252.225-7013 Duty-Free Entry
- 252.225.7014 Preference for Domestic Specialty Metals
- 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings
- 252.225-7020 Trade Agreements Certification
- 252.225-7021 Trade Agreements
- 252.225-7022 Restriction on Acquisition of Polyacrylanitrite (PAN) Carbon Fiber
- 252.225-7025 Restriction on Acquisition of Forgings
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments
- 252.225-7033 Waivers of United Kingdom Levies
- 252.225-7043 Antiterrorism/ Force Protection Policy for Defense Contractors outside the United States
- 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

- 252.227-7018 Rights in noncommercial technical data and computer software--Small Business Innovation Research (SBIR) Program.
- 252.227-7019 Validation of Asserted Restrictions--Computer Software.
- 252.227-7020 Rights in Special Works.
- 252.227-7021 Rights in Data -- Existing Works.
- 252.227-7026 Deferred Delivery of Technical Data or Computer Software.
- 252.227-7027 Deferred Ordering of Technical Data or Computer Software.
- 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government.
- 252.227-7030 Technical Data -- Withholding of Payment.
- 252.227-7033 Rights in Shop Drawings
- 252.227-7034 Patents-Subcontracts
- 252.227-7037 Validation of Restrictive Markings on Technical Data.
- 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
- 252.231-7000 Supplemental Cost Principles.
- 252.235-7003 Frequency Authorization.
- 252.239-7016 Telecommunications Security Equipment Devices, Techniques and Services
- 252-243-7001 Pricing of Contract Modifications.
- 252.246-7001 Warranty of Data
- 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System
- 252.245-7001 Reports of Government Property
- 252.247-7023 Transportation of Supplies by Sea.
- 252.247-7024 Notification of Transportation of Supplies by Sea.

**In addition to all of the other Sections and FAR/Supplement clauses in this document, the following clauses apply to all purchases referencing these General Terms over \$25,000 or solicitations referencing these General Terms that are anticipated to exceed \$25,000:**

**FAR FAR Clause Title and modifications thereof**

- 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans. \*
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.

**DFARS DFARS Clause Title and modifications thereof**

- 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country.

**In addition to all of the other Sections and FAR/Supplement clauses in this document, the following clauses apply to all purchases referencing these General Terms over \$100,000 or solicitations referencing these General Terms that are anticipated to exceed \$100,000:**

**FAR FAR Clause Title and modifications thereof**

- 52.203-6 Restrictions on Subcontractor Sales to the Government.
- 52.203-7 Anti-kickback procedures. (Wherein, "Prime contractor" and "subcontractor" refer to DESAPRO and to Supplier, respectively; "Contractor" in subparagraphs (c) (1), (c) (2) or (c) (3), refers equally to DESAPRO and Supplier).

- 52.215-2 Audit and Records— Negotiation\*\*
- 52.215-14 Integrity of Unit Prices
- 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees
- 52.223-14 Toxic Chemical Release Reporting
- 52.227-1 Authorization and Consent
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
- 52.227-3 Patent Indemnity (Applicable when the PO is for items or services which have been sold or offered for sale to the public in the open commercial market).

**DFARS DFARS Clause Title and modifications thereof**

- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
- 252.225-7012 Preference for Certain Domestic Commodities

**In addition to all of the other Sections and FAR/Supplement clauses in this document, the following clauses apply to all purchases referencing these General Terms over \$500,000 or solicitations referencing these General Terms that are anticipated to exceed \$500,000:**

**FAR FAR Clause Title and modifications thereof**

- 52.230-1 CAS Notices and Certification
- 52.230-2 Cost Accounting Standards\*\*
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices
- 52.230-6 Administration of Cost Accounting Standards. The Supplier is required hereby to comply with all standards in effect on the date of award or of final agreement on price, as shown on the Supplier's signed Certificate of Current Cost or Pricing Data, whichever is earlier.

**DFARS DFARS Clause Title and modifications thereof**

- 252.215-7000 Pricing Adjustments
- 252.249-7002 Notification of Anticipated Contract Termination or Reduction

**In addition to all of the other Sections and FAR/Supplement clauses in this document, the following clauses apply to all purchases referencing these General Terms over \$550,000 or solicitations referencing these General Terms that are anticipated to exceed \$550,000:**

**FAR FAR Clause Title and modifications thereof**

- 52.219-9 Small Business Subcontracting Plan. \*\* Supplier shall submit for DESAPRO's approval a Small, Small Disadvantaged, HubZone Small, Veteran Owned Small, and Women-Owned Small Business Subcontracting Plan as described in FAR 52.219-9 and provide reports described in said clause to DESAPRO's Buyer and to Supplier's cognizant Government Contract Administration Office
- 52.219-16 Liquidated Damages—Subcontracting Plan \*

**DFARS DFARS Clause Title and modifications thereof**

- 252.219-7003 Small, Small Disadvantaged and Women-owned Small Business Subcontracting Plan (DoD Contracts).
- 252.226-7001 Utilization of Indian Organizations and Indian–Owned Economic Enterprises-DOD Contracts

**In addition to all of the other Sections and FAR/Supplement clauses in this document, the following clauses apply to all purchases referencing these General Terms over \$650,000 or solicitations referencing these General Terms that are anticipated to exceed \$650,000:**

**FAR FAR Clause Title and modifications thereof**

- 52.215-10 Price Reduction for Defective Cost or Pricing Data\*\*
- 52.215-11 Price Reduction for Defective Cost or Pricing Data-Modifications
- 52.215-12 Subcontractor Cost or Pricing Data
- 52.215-13 Subcontractor Cost or Pricing Data–Modifications
- 52.215-18 Reversion or Adjustment of Plans for Post-Retirement Benefits other than Pensions (PRB). (Applicable if cost or pricing data submittal is required.)
- 52.248-3 Value Engineering-Construction. Supplier may, from time to time, submit to DESAPRO value engineering proposals; and if adopted by DESAPRO and DESAPRO's customer, DESAPRO and Supplier shall negotiate sharing arrangements equitable in light of the sharing arrangements between DESAPRO and DESAPRO's customer under the value engineering provision of their contract. EDAK will process proposals expeditiously; provided, however, neither DESAPRO nor DESAPRO's customer shall be liable for any delay. The decision of DESAPRO to accept or reject any such proposal shall be final and conclusive. DESAPRO may accept, in whole or in part, any Value Engineering Change Proposal (VECP) submitted by appropriately modifying the PO. Unless a VECP is so accepted, Supplier shall remain obligated to perform in accordance with the terms of the existing PO.

**DESAPRO PO#** \_\_\_\_\_ **PO Date:** \_\_\_\_\_

**Acceptance:** This Purchase Order expressly limits acceptance to the terms and conditions herein. If any conflicts arise between DESAPRO, Inc.'s/Vendor's specifications, DESAPRO, Inc.'s specifications shall prevail. DESAPRO, Inc. objects to any additional or different Vendor proposed terms and any such terms are expressly rejected. This Purchase Order is subject to DESAPRO, INC. Purchase Order Standard Terms and Conditions attached to and made a part of this Purchase Order.

Order Acceptance (Supplier/Vendor)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_  
Supplier Authorized Representative

Address: \_\_\_\_\_  
Street (Mailing Address) City State Zip

Address all inquiries to: DESAPRO, Inc. - Materials Management Department  
Ken Riddle, Supply Chain 321-674-6804 x637 [kriddle@desapro.com](mailto:kriddle@desapro.com)  
Florida sales tax registration number: 15-8016808619-5 Federal employer identification number: 47-4740426