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Supplier Policy Manual

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Date



Revision History

Revision	Change Summary	Date
-	Initial Release	March 1, 2006
A	Modified header, history, certification dates and packaging requirements	May 6, 2008
B	General Updates (*)	September 17, 2009
C	Definitions, previous provisions, counterfeit parts and conflict mineral added	January 2, 2012
D	Updated logo and the Delivery Requirement section on page 11 and 16. CR6529	January 15, 2014
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F	Updated Conflict Minerals section and Added Child Labor and Forced Labor section. CR7862	July 15, 2015
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J	Added Section VI CR 8651	September 14, 2016
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L	Removed reference to a specific paragraph of AS5553 ("paragraph 4.1") CR 10234	July 9, 2018
M	Updated Counterfeit Parts Detection and Mitigation section CR 10380	August 22, 2018
N	Removed revision reference to ISO and AS 9100 Standards CR 10552	September 28, 2018



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Company History

Pole/Zero founded in 1989 in Cincinnati, Ohio resided as a private company until being acquired by Dover Corporation in February of 2007. Pole/Zero designs and manufactures a complete line of radio frequency (RF) products that are ideal for solving a variety of RF cosite issues found in military and commercial applications of communications equipment. The engineering resource of Pole/Zero is aimed at the design of products to be manufactured in our facility. Likewise, the manufacturing resource is specifically focused on building proprietary designs.

When Pole/Zero was founded, the military and commercial RF markets were changing. Military budget reductions were forcing the purchase of less expensive solutions for more aggressive problems. The military turned to Commercial off the Shelf (COTS) solutions to address this. The need for sophisticated and reliable equipment had not diminished, but affordability was becoming a high priority. At the same time, the commercial market for wireless communications equipment in the "Information Age" created the need to transfer the sophisticated technology used by the military to the commercial world. Pole/Zero's engineering and manufacturing capability is specifically organized to address these markets.

Pole/Zero is made up of a very diverse and experienced team in engineering, manufacturing, quality and management. Pole/Zero has a strong commitment to high quality standards and total customer satisfaction and strives to exceed our customers' expectations.

Pole/Zero Quality Policy

Pole Zero is dedicated to providing defect free products on time to internal and external customers. Customer satisfaction, quality, and continuous improvement are the personal responsibility of each employee.

Introduction

Pole/Zero designs and manufactures a complete line of tunable filter products that are ideal for solving a variety of RF filter requirements. Our approach to business has made us one of the fastest growing companies in our field. At Pole Zero, we know that our success in the marketplace is tied directly to our ability to design and manufacture quality products. Our goal is to set the standard for quality in the markets we serve.

To achieve this goal, we need the full cooperation and participation of the organizations that supply us with materials, components, assemblies and production-related services. We look to these selected suppliers for technological leadership in design, manufacturability, and continuous improvement. Our official Quality Policy stated following, underscores this point. We are committed to providing defect-free products and services to our customers. Because we work in cooperation with our suppliers, we expect them to adopt a commitment toward quality and customer service that is similar to our own.

Our Supply Management staff is committed to fulfilling a role within our organization that provides superior products and services at the optimal total cost to our internal and external customers. As a supplier to Pole/Zero Corporation, you will have a Purchasing Representative and Supplier Quality Representative dedicated to providing the most up to date information available in order to develop and nurture an enduring business relationship.



Purpose

The intent of this document is to define the Procurement and Quality requirements necessary to ensure a successful partnership between Pole/Zero Corporation and our suppliers. This manual documents the required quality standards for products and services purchased from suppliers, and outlines Pole/Zero's overall expectations.

- Suppliers must be capable of providing defect-free products that meet design intent and on-time delivery.
- All proposed material or process changes must be communicated in writing to Pole/Zero Supplier Quality representative and your Purchasing representative.
- All proposed manufacturing location changes must be communicated in writing to the appropriate Purchasing and Supplier Quality representative prior to the move.
- All design changes must be communicated to the appropriate Purchasing and Supplier Quality representative in advance
- Suppliers must have a full understanding and compliance with all applicable federal, state, and local regulations.
- Timely delivery or advance notification. This includes meeting Pole/Zero quality and delivery requirements.

Scope

This document will provide guidance to the supply base, on activities relating to the performance of the Purchase Order requirements. This manual is applicable to all existing suppliers and potential new suppliers of purchased production material or services to Pole/Zero. It outlines the process for initially becoming an Approved supplier to Pole Zero, describes the tools for continuous improvement necessary to become and remain a "Preferred" supplier, as well as the ongoing performance monitoring system. We team with suppliers who have made or demonstrated a commitment to continuous improvement in their product quality. It is our intent to develop desirable and mutually beneficial long-term relationships with these suppliers. These suppliers can enhance their own future by supplying zero-defect products, timely delivered, competitively priced, in a reliable supply chain environment.

Definitions:

- Counterfeit – A part made or altered to imitate or resemble an "approved part" without authority or right, and with the intent to mislead or defraud by passing as original or genuine.
- Suspect Counterfeit – Parts that have documentation, appearance, performance, material, or other characteristics may have been knowingly misrepresented by the vendor, supplier, distributor, or manufacturer.
- OCM – Original Component Manufacturer
- OEM – Original Equipment Manufacturer
- Franchised Distributor – A distributor with which the OCM or OEM has a contractual agreement to buy, stock, re-package, sell, and/or distribute its product lines.
- Independent Distributor (Broker) – A distributor that purchases parts with the intention to sell or redistribute, whom is not contractually obligated to represent the OCM/OEM.
- GIDEP – Government Industry Data Exchange Program, a database of suspect counterfeit parts discovered by other customers. Also lists potential suppliers associated with the suspect counterfeit parts.
- ERAI – Privately held global information services organization that monitors, investigates and reports issues that are affecting the global supply chain of electronics.
- IDEA (Independent Distributors Electronic Association) – Non-profit trade association that 'represents quality and ethically oriented independent distributors of electronic components. IDEA maintains a database of reported suspect and confirmed counterfeit incidents.
- Nonconformance – The failure of a characteristic to conform to the requirements specified in the drawings, specifications or other approved product description.



- Rework – A procedure applied to a nonconformance that will completely eliminate it and result in a characteristic that conforms completely to the drawings, specifications, or contract requirements.
- Scrap – Nonconforming material that is not useable for its intended purpose and which cannot be economically reworked or repaired in an acceptable manner.
- Return to Vendor – Return of supplied product found to be discrepant for subsequent rework or replacement.
- Repair – A procedure which reduces, but does not completely eliminate a nonconformance, and which has been reviewed and concurred in by the MRB and approved for use by the customer, when required. The purpose of repair is to reduce the effect of the nonconformance. Repair is distinguished from rework in that the characteristic after repair still does not completely conform to the applicable drawings, specifications or contract requirements.
- Use As Is – A disposition of material with one or more minor nonconformities determined to be usable for its intended purpose in its existing condition.

Section I

Ethics Policy

Pole/Zero employees treat suppliers, customers, and others seeking to do business with our company with dignity and respect and in a manner that excludes considerations of personal advantage. Pole/Zero provides standards for ethical business conduct to our Supply Management employees that they use as guidelines in managing their relationships with present or potential suppliers. Employees and representatives of the company shall avoid any conflict of interest that might interfere with or adversely influence their obligation to Pole/Zero. Our suppliers are expected to give their full cooperation in observance of this policy. Our ethics policy is available upon request from the appropriate Purchasing/Supply Management representative.

Third Party Anti-Corruption

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

Dover Corporation offers an anti-corruption and bribery online course to third party suppliers. If you wish to participate and view this course, please contact the appropriate Purchasing/Supply Management representative.

Child Labor and Forced Labor

Supplier will not intentionally source materials from supply chains associated with human trafficking and will take reasonable efforts to assure that its own suppliers comply with this requirement. Supplier must comply with all applicable local laws with respect to child labor. In the absence of such laws or in the event existing laws permit the hiring of a person younger than 15 years of age, the minimum age for employment or work by Supplier will be 15 years of age or the age for completing compulsory education in that country, whichever is higher. Supplier must not use forced, bonded, involuntary, prison or indentured labor.

Recovery/Contingency Plan

Suppliers classified as Levels 1 & 5 (as notified by Purchasing) must show evidence of a business continuity plan demonstrating the ability to recover from a disaster and/or unexpected event and resume and continue operations. If a plan is not available, the supplier cannot be considered the sole source for specialized components unless the supplier agrees to maintain a specified level of inventory at an off-site location



Supplier Selection

Pole/Zero's Supplier Evaluation Team, consisting of a representative from Purchasing, Quality Assurance, and Engineering when necessary, will evaluate all new suppliers. All new potential suppliers may be required to submit any or all of the following items:

- Pole/Zero Supplier Quality System Survey
- Dunn & Bradstreet Rating
- Supplier Size Classification Certificate
- Mutual Non-Disclosure Agreement
- Certificate of Prohibited Materials
- Financial Statements

After the above information is received, Pole/Zero's Supplier Evaluation Team reviews all of the information and makes one or some of the following determinations:

- Add the supplier to the Approved Supplier List as approved or conditionally approved.
- Schedule an on-site survey/visit (if required).
- Requests additional information from the supplier, as necessary.
- Eliminate the supplier from further consideration.

Once a supplier is selected, the appropriate Purchasing, Quality Assurance and/or Engineering team members will work with the supplier to facilitate the specific qualification requirements for materials, components or assemblies. Supplier selection for a new part is based upon the supplier's stated ability to meet Pole/Zero design specifications, as well as successful completion of the requirements defined above. Continued business is awarded to suppliers based on their quality, on-time delivery, cost, technological expertise and customer service record.

Counterfeit Parts Detection and Mitigation

These representations and warranties shall apply regardless of the source of such goods or materials and irrespective of whether (Pole/Zero) has approved such source in advance.

Seller represents and warrants each of the following to Pole/Zero:

- That only new and Authentic materials are used in goods delivered to Pole/Zero;
- Parts shall not be used or reclaimed and misrepresented as new
- That the goods or services delivered or sold to Pole/Zero contain no Counterfeit items;
- That the Seller shall only purchase materials or goods for resale to Pole/Zero from the OCM (Original Component Manufacturer) or it's approved distributors.
- Purchased materials must have a certification (Certificate of Conformance) from the supplier and that certification shall be delivered with each lot/ shipment; hardcopy or Electronic copy within 24 business hours of receipt at Pole/Zero.
- Material supplied by approved distributors must have evidence of supply chain traceability (chain of custody) back to the OCM/OEM. OCM/OEM certifications must be available upon request.

Suppliers that provide parts or assemblies for deliverable products shall have a counterfeit parts program plan to ensure it does not receive counterfeit parts into inventory, use them in manufacturing, or inadvertently sell them to other parties. The plan shall meet the intent of AS5553 and/or AS6174.

- Raw material may be purchased through approved distributors as long as evidence of supply chain traceability (chain of custody) back to the mill is available. The supplier shall maintain the original mill certification and make available upon request

Suppliers that deliver next higher assemblies shall flow this requirement down to all their sub-tier suppliers to prevent the inadvertent use of counterfeit parts and materials.



If evidence of supply chain traceability to the OCM/ OEM is not available, the supplier shall verify authenticity prior to shipment. The supplier may use an independent inspection/ test service provider to verify authenticity. Seller agrees to provide Pole/Zero with notice in writing prior to acceptance of an order if Seller is not an original or franchised source for any item listed on such order.

Supplier agrees that by accepting a purchase order from Pole/Zero that they are accepting the terms and conditions of the Pole/Zero Counterfeit Parts Policy.

Pole/Zero shall have the right to inspect and test all goods sold or otherwise provided to Pole/Zero, at all times and places before or after acceptance.

Seller agrees at all times to maintain, and make available to Pole/Zero upon request, a documented system, policy, procedure, or other documented approach that is intended to prevent counterfeit parts from reaching Pole/Zero. At a minimum, such approach must require prior written approval from Pole/Zero prior to the procurement of any goods intended for resale to Pole/Zero from a source other than the original manufacturer or such manufacturer's authorized distributors.

Seller agrees, upon request for up to 10 years from Pole/Zero's receipt of goods from Seller, to promptly provide Pole/Zero with documentation authenticating traceability of all goods sold to Pole/Zero back to the applicable original manufacturer.

If Seller sells or otherwise furnishes Pole/Zero with any Counterfeit Item, Pole/Zero shall have the right to impound such items, and Seller shall promptly replace such items with items acceptable to Pole/Zero. In such case, Seller shall be liable to Pole/Zero for all costs relating to impoundment, removal, replacement and proof of physical destruction. Pole/Zero may withhold payment for any Counterfeit Items and will be obligated to turn such items over to governmental authorities for investigation.

- If suspect/counterfeit parts are furnished under a Pole/Zero purchase order and are found in any of the goods delivered hereunder, such items will be impounded by Buyer.
- The Seller shall promptly replace such suspect/counterfeit parts with parts acceptable to the Buyer and the Seller shall be liable for all costs relating to the removal and replacement of said parts as specified in the purchase order requirements or Distributor's insurance policies.

Seller acknowledges that any willful act to falsify, conceal or alter a material fact, or any false, fraudulent or fictitious statement or representation in connection with goods or services provided to Pole/Zero may be punishable in accordance with applicable law and, in some circumstances, could result in criminal penalties.

Each of the rights and remedies reserved by Pole/Zero in this Policy shall be cumulative and additional to any other or further remedies provided in law or equity or in any contract between Seller and Pole/Zero. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach.

Seller agrees to include the requirements of this Policy in any subcontract at any tier for the performance of the document incorporating this Policy.

Suspected Counterfeit Part Reporting

GIDEP Reporting:

- Policy members are asked to identify the supplier of the part or material when reporting a suspect counterfeit in the database.
- The category of supplier is to be provided: OCM, Aftermarket, Manufacturer, Independent Distributor, Broker, and Broker/Distributor.
- Report must include detailed description of the problem, as well as evidence that supports the conclusion, e.g., detailed reports, photos, third party testing.



Counterfeit Part Disposition

- To eliminate the potential risk of the counterfeit parts being reintroduced into the supply chain, Pole/Zero will not return any suspected counterfeit parts to the supplier under investigation.
- Pole/Zero may withhold payment of the suspected counterfeit material until the investigation is closed and the parts are deemed acceptable.
- In the event counterfeit parts are detected and confirmed, Pole/Zero will not be responsible to uphold any financial obligations previously stated in purchase orders or other written correspondence. All agreements in writing will be void and cancelled.

Compliance with Laws and Regulations

Dover companies do business throughout the world. Because of Dover's global presence, a Supplier must comply with all laws and regulations applicable to its business in the countries where it does business, including all laws and regulations relating to each subject matter below. The Supplier must recognize that Dover's obligations and requirements extend to all countries where Dover does business, and that in some cases, Dover - and its suppliers - are required to conduct business in accordance with the laws of other countries in which Dover operates.

Wages and Working Hours

Supplier must comply with all applicable local laws with respect to wage and hour laws, including those relating to minimum wages, overtime hours, and other elements of compensation, and will provide all legally mandated benefits. Supplier will not require employees to work more than the maximum number of hours permitted under applicable laws. 3005 Highland Parkway, Suite 200
Downers Grove, IL 60515

Freedom of Association

Supplier must respect workers' rights to associate freely, in compliance with existing local laws and without intimidation, reprisal or harassment. Workers' rights under local laws to join labor unions, seek representation and/or join worker's councils should be acknowledged by Supplier.

Discrimination

Supplier must not discriminate against any worker in its hiring and employment practices based on race, color, religion, disability, national origin, gender, sexual orientation, marital status, age or other characteristic protected by local law. Supplier must not discriminate against any worker based on political affiliation or union membership in its hiring and employment practices.

Supplier will not require a pregnancy test prior to employment or otherwise require workers or potential workers to undergo medical tests that could be used in a discriminatory way, except where required by applicable laws, or where prudent for workplace safety.

Fair Treatment

Supplier will treat its workers with dignity and respect. Supplier will maintain a workplace free of harassment and discrimination and shall not threaten workers or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse.



Health and Safety

Supplier will conduct its operations in compliance with applicable health and safety laws and regulations and provide its workers with a safe and healthy work environment. Where Supplier also provides accommodations for its workers, such accommodations shall be appropriate for its location and be clean, safe and, at a minimum, meet the basic needs of its workers.

Environment

Supplier will comply with all applicable environmental laws, regulations and standards and minimize any adverse impact on the environment. Supplier must endeavor to conserve natural resources and energy, and reduce or eliminate waste and the use of hazardous substances.

Fair Dealing and Competition Laws

Supplier will not engage in collusive bidding, price fixing, price discrimination or other unfair trade practices in violation of applicable antitrust or competition laws. Supplier will uphold fair business standards in advertising, sales and competition.

Protection of Intellectual Property

Supplier must respect intellectual property rights, including patents, trademarks, copyrights and process designs, and safeguard Dover's confidential and proprietary information. Any transfer or sharing of technology or know-how must be done in a manner that protects intellectual property rights and is in compliance with local laws, including export laws, concerning data privacy and security.

Data Privacy and Security

Supplier will comply with all local laws concerning data security and privacy, and will protect and safeguard data provided by Dover, which may include private and sensitive personal information. Any transfer or sharing of data must be done in a manner that protects such information from inadvertent or unauthorized disclosure and any disclosure must be in compliance with local laws.

Improper Payments

Supplier is prohibited from engaging in any corruption, extortion or embezzlement, in any form. Supplier must comply with all applicable anti-corruption laws and regulations of the countries in which they operate, the U.S. Foreign Corrupt Practices Act, the UK Anti-Bribery Act, the OECD Anti-Bribery Convention and any international anti-corruption conventions. Supplier will not offer or accept bribes or employ other means to obtain an undue or improper advantage. Bribes, kickbacks, facilitating payments and similar payments to government officials or to Dover employees or agents acting on Dover's behalf are prohibited. Dover employees are discouraged from accepting gifts or entertainment from suppliers, including gifts or entertainment of nominal value. When business meals are appropriate to further business relationships, those meals may not be extravagant in nature. Each Dover business is required to maintain a register of gifts and hospitality received and offered.

Monitoring and Record Keeping

Supplier must maintain all documentation necessary to demonstrate its compliance with this Supplier Code and provide Dover with access to those documents upon Dover's request for review. Neither Dover nor any of its affiliates or authorized agents assumes any obligation or duty to monitor or ensure compliance with this Supplier Code. Supplier is solely responsible for compliance with this Supplier Code by its officers, directors, managers, employees, representatives and agents.



Violation of This Supplier Code

If a Supplier violates any of the requirements contained in this Supplier Code, Dover may immediately terminate its supply relationship with that Supplier. Violations of this Supplier Code should be reported to one of the following two confidential options:

(1) By Telephone: 1-800-495-1775 (within the United States). For telephone instructions from locations outside the United States, visit www.thedoverhotline.com for a list of available telephone numbers; or

(2) By Internet: www.thedoverhotline.com

Section II

Purchase Orders

The supplier is responsible for reviewing and meeting all of the Pole/Zero purchase order requirements, specifically:

1. Purchase order number.
2. Purchase item part number.
3. Latest revision level of the drawing if applicable to item.
4. The order quantity and accuracy of price.
5. Special notes to be followed.
6. Required delivery date.
7. Procurement Provisions
8. Terms and Conditions

If the supplier cannot meet the requirements, the supplier must notify Pole/Zero Purchasing representative prior to acceptance. Once the Purchase Order has been reviewed, the supplier must return confirmation to the appropriate purchasing representative for acknowledgement.

Procurement Representative's Authority and Responsibilities

Pole/Zero's Purchasing department is responsible for all aspects of procurement, logistics and delivery. The choice of suppliers in any of these areas may be the result of investigation and deliberation amongst various departments within Pole/Zero, but price negotiation and commitment to purchase authority rest solely with the appropriate procurement member of Pole/Zero. Only Purchasing representatives may commit Pole/Zero to a purchase contract. Properly approved purchase orders are required to commit the company for items or services. Consistent with our corporate values, Pole/Zero will treat all its suppliers and their representatives fairly and impartially.

Delivery Requirements

Suppliers are expected to maintain deliveries in accordance with accepted Pole/Zero purchasing releases. Delivery timing requirements are indicated on the purchase order releases. On-time delivery is measured by the number of shipments received in a timely manner per the Pole/Zero release requirements for parts on order and then, calculated as a percentage as well as average days late. Continued delinquent deliveries require immediate improvement activity. All costs incurred due to delivery problems may become the responsibility of the supplier. On-time delivery is based on the initial scheduled delivery date confirmed by the supplier, but allows the shipment to be received up to 3 business days early and zero (0) days late to be considered delivered on time. Earlier deliveries may only be accepted with advanced approval from purchasing. Pole/Zero shall expect 100% on-time delivery from all suppliers.

Shipments in excess of the purchase contract quantity must have prior written approval from the appropriate Purchasing representative.



When applicable qualifying orders Certified for National Defense under DPAS (this is a rated order certified for national defense use and the contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation. (15 CFR 700)); this will be listed as a provision on purchase order.

Credit References

We will provide all new suppliers with a list of credit references upon request before entering into a supply agreement.

Purchase Order Changes/Engineering Changes

When an engineering drawing or specification has been revised, Pole/Zero Purchasing representative will send the supplier a Supplier Engineering Change Notification form along with the latest Engineering Change Order. The supplier should review the Drawing/document in order to accept or decline the requested changes. Pole/Zero's suppliers are required to answer the stated questions on the Supplier Engineering Change Notification form and return back to Pole/Zero's purchasing department within three (3) working days.

Material Obsolescence

Pole/Zero is committed to providing notification of Product Obsolescence to our customers in as quick a manner as possible and to offer life time buy opportunities, where applicable.

A twelve month notice of all items becoming obsolete is required, this will allow us enough time to communicate to our customers so that the flow of product will not be disrupted. The following information is needed on any items becoming obsolete:

- Detailed description with manufacture part number
- Last purchase order this item was ordered on
- Description of change
- Reason for change
- Suggested alternate part numbers, when available
- Anticipated Impact on form, fit, function, quality & reliability
- Last-time buy date
- Last-time ship date
- Life-time buy opportunities
- Technical contact information

Packaging, Handling, Storage and Preservation

All products shall be packed, packaged, marked and otherwise prepared for shipment in a manner which is (1) in accordance with good commercial practices unless otherwise specified in a particular manner: (2) acceptable to common carriers for shipment at the lowest rate that could include ocean shipment for the particular suppliers; and (3) adequate to insure safe arrival of the material. The label and character size should be legible.

The supplier shall mark each container, rack, box or pallet with necessary lifting, handling and shipping information. Suppliers are held responsible to ensure packaging is sufficient to protect material from shipping damage (nicks, dings, bends, scratches, etc.). The supplier shall also assure that all packaged items are permanently and legibly identified.

Identification requirements may include any or all of the following as specified by Pole/Zero documentation: Bar codes must be Human Readable.

1. Part identification, complete Pole/Zero part number and revision level
2. Name of manufacturer.
3. Lot Number and/or Date code (date of manufacture).



4. Pole/Zero's purchase order number.
5. Identification and Quantity of parts per carton
6. Certificate of Origin- where applicable.
7. An itemized package sheet must accompany each shipment.

Shelf Life Material

Supplier shall identify item(s) and/or package(s) container(s) of shelf life material with the manufacture date or the expiration date along with special storage and handling conditions, in addition to the normal identification requirements of manufacturer name, part number, revision type, size, quantity, etc. When the item/material/product is age control sensitive and requires shelf-life certification to accompany each shipment. If not otherwise specified, minimum 80% shelf life must be remaining upon receipt at Pole/Zero.

Moisture Sensitive Devices

All devices that are susceptible to damage or degradation from moisture shall be handled, packaged and shipped in a manner to prevent damage. Handling, packaging, shipping and identification shall be completed in accordance with J-STD-033, latest revision. All fields shall be completed on the Moisture Sensitive Caution Label or in human readable form on the adjacent bar code label.

Electro Static Sensitive Devices

All devices that are susceptible to damage or degradation from the application of electrostatic discharges shall be packaged in a manner to prevent damage. All packaging shall be clearly labeled with and ESD caution label. Non-conductive or static generating wrapping or cushioning material is not acceptable. Reference MIL-HDBK-263 and IPC-A-610.

Printed Wiring Boards

Printed wiring boards must be cleaned and free of all contamination. Printed wiring boards must be free of dirt, oil, dust, fingerprints, and other foreign material when received from vendors. Suppliers must package printed wiring boards to protect from damage during shipment. Printed wiring boards that are stacked together must have each printed wiring board separated by silver saver paper, or equivalent, to prevent scratches and other physical damage. Single or sets of all printed wiring boards are to be placed in a clean plastic bag prior to shipment. The plastic bag should be taped from the outside to firmly secure printed wiring board set together. Rubber bands and similar strapping materials may not be used as part of the packaging material.

If the supplier is providing more than 1 date/lot code within the same shipment then the supplier shall keep these lots separate and notate the quantities on the documentation provided.

Printed wiring boards shall be manufactured to all Class 3 requirements of the applicable IPC 6010 series performance specifications notated unless stated differently on the drawing.

Solder samples are required to be delivered with the product when a first article report is required by the purchase order. Coupons/cross sections are not required to be delivered to Pole/Zero; the supplier shall maintain these records at their facility.

Prohibited/ Hazardous/ and Conflict Materials

As a supplier to the aerospace industry, Pole/Zero and its suppliers must comply with and follow governmental and safety constraints on restricted, toxic and hazardous substances. In order to meet these constraints, each supplier to Pole/Zero Corporation shall provide certification, when required by purchase order, prior to shipment of product or included with each shipment a Certification for List of Prohibited Material Exclusion. When applicable, the supplier may send a facility certification to Pole Zero Corporation indicating prohibited exclusion for all products shipped from their facilities, which will satisfy the above requirements. For reference, a sample list of prohibited materials is listed below.



Sample List of Prohibited Materials:

- Asbestos, Asbestos Compounds, Asbestos filled molding compounds
- Beryllium, Cadmium, Chlorofluorocarbons, (CFC), such as Freon
- Lithium or lithium compounds, Lead or Lead compounds (except for printed circuit boards or batteries)
- Magnesium, or Magnesium Alloys
- Mercury or its compounds and amalgams, Methyl Ethyl Ketone, n-Hexane, Polychloride biphenyl (PCB)
- Polyvinyl chloride, (PVC), except when used for component leads
- Radioactive material, Tetrachlorethane, Xylenes
- Zinc Compounds
- Class I and Class II Ozone Depleting Substances- listed in Table A.

Table A

CLASS I OZONE DEPLETING SUBSTANCES	
Chlorofluorocarbon-11 (CFC-11)	
CFC-12	CFC-214
CFC-13	CFC-215
CFC-111	CFC-215
CFC-112	CFC-217
CFC-113	Halon-1211
CFC-114	Halon-1301
CFC-115	Halon-2402
CFC-211	Carbon Tetrachloride
CFC-212	Methyl Chloroform (1,1,1-Trichloroethane)
CFC-213	Methyl Bromide

CLASS II OZONE DEPLETING SUBSTANCES	
Hydrochloroflouorocarbon-21 (HCFC-21)	
HCFC-22	HCFC-226
HCFC-31	HCFC-231
HCFC-121	HCFC-232
HCFC-122	HCFC-233
HCFC-123	HCFC-234
HCFC-124	HCFC-235
HCFC-131	HCFC-241
HCFC-132	HCFC-242
HCFC-133	HCFC-243
HCFC-141	HCFC-244
HCFC-142	HCFC-251
HCFC-221	HCFC-252
HCFC-222	HCFC-253
HCFC-223	HCFC-261
HCFC-224	HCFC-262
HCFC-225	HCFC-271



Mercury Exclusion

Each shipment made by the supplier must include a statement verifying the following:

The items furnished under this order contain no metallic mercury, thermally unstable compounds or mercury compounds and I as supplier have taken reasonable steps to ensure that the supplies furnished under this order are not contaminated with metallic mercury, thermally unstable compounds or mercury compounds. This certification must reference the purchase order number, part number, description and quantity of this shipment.

The supplier may send a facility certification to Pole/Zero indicating Mercury exclusion for all products shipped from their facility, which will satisfy the above requirement.

Return Material Request

When material is to be returned to the supplier, Pole/Zero must receive authorization (RMA - Return Material Authorization) from the supplier within two (2) business days from the date of request. If return authorization has not been received within seven (7) business days, Pole Zero may return the material to the supplier and debit their account.

Section III

Supplier Performance Rating and Performance Monitoring System

The Pole Zero Supplier Evaluation Team, consisting of Purchasing, Quality and Engineering representatives, gathers the appropriate data to evaluate suppliers on. Pole Zero uses a point system that is divided into three (3) areas of focus listed below:

- Quality System/Performance 50%
- Delivery/Logistics 30%
- Customer Service /Affordability 20%

All Pole/Zero suppliers are classified under one of four categories (Class I-Class V) based upon the level of criticality of each supplier or product as related to product/services provided to Pole Zero.

Evaluation results will be used by the Supplier Evaluation Team to determine the supplier's Performance Rating. These rating categories are as follows:

			<u>Overall Rating</u>
● Preferred Supplier:	Exceptional performance, exceeds expectations		95and above
● Approved Supplier:	Very good supplier, meeting or exceeding expectations		70-94
● Conditional Supplier:	Improvement needed to meet expectations		60-69
● Restricted Supplier:	Unsatisfactory performance clearly failing to meet expectations		below 60

At a minimum, Pole/Zero will issue Supplier Performance Reports annually, depending on performance and status it could be more frequent. Suppliers are responsible for analysis of the report and self led improvements. Pole/Zero may require a corrective action/improvement plan from suppliers whose performance is inadequate. If required, review meetings may be held between Pole/Zero and the supplier to review past performance and achievements to develop or establish future targets and objectives, as well as continuous improvement strategies.

Quality Performance Measurement

Quality Performance will be scored based on Defects Per Million (DPM). This is calculated by the number of parts received in a given time period divided by the number of rejects in the same period multiplied by a million. This calculation describes how many parts would be defective if a million were received. An example, if 1,000 parts were received in the first quarter and 10 parts were rejected the DPM would be 10,000.

Delivery Performance Measurement



On-Time Delivery Performance will be scored based on the total quantity received on time, +3 business days -0 days, to the purchase contract due date. Due date is the date the material is expected on Pole/Zero's dock.

Scoring Standards

Quality Performance

Score	Requirement
50	1,500 Defects Per Million or less
40	5,000 Defects Per Million or less
30	10,000 Defects Per Million or less
20	15,000 Defects Per Million or less
10	20,000 Defects Per Million or less
0	Greater than 20,000 Defects Parts Million

Delivery Performance

Score	Requirement
30	98% on time, or better
20	95% - 97.9% on time
10	90% - 94.9% on time
5	85% - 89.9% on time
0	less than 85% on time

Customer Satisfaction

Score	Requirement
20	No concerns or recommendations for improvement
15	No concerns, some evidence of pro-activeness and flexibility
10	No concerns raised, however, supplier lacks pro-activeness and innovative ideas
5	Some minor concerns raised, but generally the supplier has resolved these issues with minimal support.
0	The supplier required constant assistance and lacks the resource/ability to resolve issues and drive improvement

Customer Service Considerations Include:

- Pricing/Competitiveness
- Responsiveness /Flexibility
- Communication/Technical Support
- Capacity
- Investments
- Improvement Plans
- Communication/Liaison
- Total Dollars Purchased



Quality Management System Requirements:

Suppliers shall implement and maintain a Quality Management System (QMS), which complies with the applicable Quality System standard specified in Table I.

Suppliers shall be compliant to ISO9001 or AS9100 *current revision*. A third-party certification to ISO9001 or AS9100 *current revision* is required for Level 1 through Level 4 suppliers. Third-party certifications by accredited certification bodies will only be recognized.

Suppliers shall forward a copy of their certification to Pole/Zero buyer. Any change to the certification such as change in scope, update, withdrawal or disapproval shall be forwarded to the Pole/Zero Buyer immediately. Any change to supplier name, ownership or facility location is subject to reevaluation by Pole/Zero and the supplier shall notify their buyer in writing.

Table I

Quality System Level	Applicable Quality System	Supplier Description	Requirement
Level 1	AS9100	Manufacturer with Design Authority	Third Party Certified/Registered
Level 2	ISO9001	Build to Print Manufacturer	Third Party Certified/Registered
Level 3	ISO9001, ISO 10012-1, ISO 17025 or NADCAP	Processor/Services	Third Party Certified/Registered
Level 4	ISO9001	Commercial Items	Third Party Certified/Registered
Level 5	Supplier Quality System	Proprietary part numbers or directed source of supply	Compliant

Nonconforming Material

Nonconforming material shall be identified, documented, segregated (when practical) and evaluated for the appropriate disposition to prevent unintended use. Suppliers are not granted Independent MRB Authority.

Disposition Authority

The supplier’s disposition authority is limited to rework scrap and return to vendor. All other disposition, such as Repair and “Use as Is” dispositions cannot be used without written approval from the Pole/Zero Quality Department.

Notification of Nonconforming Material

The supplier shall notify Pole/Zero in a timely manner of any nonconforming material that may affect already delivered product. Notification to the Buyer and Quality shall include a clear description of the discrepancy, part number, serial number (if applicable), manufacture date, quantities and purchase order. Suppliers with design authority shall provide a technical assessment and recommended disposition.

In-house repair or rework

In some instances, Pole/Zero may decide to rework or repair supplied product, due to non-adherence to specifications and only through the fault of the vendor; in which case Pole/Zero will contact the supplier to discuss the costs of the rework and potential chargeback to the supplier.

Disclosures/Notifications

The supplier’s system shall provide for timely reporting of nonconformities that may affect already delivered product. Notification shall be submitted to the buyer on company letterhead and include a clear description of the discrepancy. The notification shall identify all suspect parts and material affected by the discrepancy (PZ part numbers, purchase order numbers, shipment dates, and quantities). Information related to the Root Cause / Corrective Actions initiated to address the defective condition shall also be included.



Rework/Repair/Replacement/Modified Items

Supplier's Certification of Conformance and/or packing sheet document shall reflect the following requirements for rework, replacement, repair or modification items returned to supplier or including work performed by supplier at Pole/Zero's facility.

1. The item(s) have been reworked, repaired, replaced or modified (as applicable), in accordance with respective nonconformance documents or Purchase Order.
2. The item(s) meet the requirements of the engineering documents.
3. The original configuration and qualification status of the item(s) remains in effect (as applicable).
4. All applicable nonconformance document numbers or other references to ensure traceability.
Discrepant material shall not be shipped to Pole/Zero without prior approval from Pole/Zero Supplier Quality representative.

Alternate/Substitute Materials

End Items and/or components that do not conform to the Bill of Material or alternate Bill of Material associated with the contract (PO) will not be accepted without prior written consent from Pole/Zero.

Change Control

The seller shall not, without prior written approval from Pole/Zero, make any change in product design, process or material that could affect form, fit or function of the product being purchased.

Pole/Zero Source Inspection

When source inspection is required on the purchase contract, the supplier must notify Pole/Zero Quality Representative within seven business days in advance of need to schedule the source inspection. Pole/Zero will provide an inspector to the supplier facility for the inspection.

Pole/Zero, Pole/Zero customer and regulatory authorities reserve the right to access the plant and records of the seller or their source to survey facilities, systems, and/or product to determine satisfactory conformance to the applicable specifications. Pole/Zero Quality representative(s) may elect to conduct inspection either on a random basis or to the extent of 100% inspection. Seller will be notified if Pole/Zero inspection is to be conducted on specific shipments. No shipments are to be held for Pole/Zero inspection unless notification is received prior to, or at the time of, material being ready for shipment.

Quality Records Retention

The supplier shall maintain Quality Records in accordance with the applicable Quality System. Quality Records shall be retained for a period of no less than ten (10) years from completion of the purchase contract. This requirement shall be flowed down to all sub tiers. Quality Records are, but not limited to the following:

- First Article Inspection Reports
- Test results
- Evidence of inspection
- Raw Material and Process certifications
- Nonconforming Material Reports



Certificates of Compliance

Suppliers shall provide a Certificate of Conformance with all shipments for each part number assuring that all work performed in connection with the purchase contract in accordance to current specifications. The C of C may be a separate document or be included in the packing documentation. The certificate must contain the signature of a duly authorized officer or Quality Control representative of the seller and will read substantially as follows: "Materials and processes used to produce the item(s), components, parts, described on this Purchase Order conform to all Purchase Order requirements, referenced specifications or special requirements."

Corrective and Preventive Action

The supplier shall respond to all request for corrective and preventive action on or before the requested due date. If extra time in needed a request for extension shall be made to the Pole/Zero Quality Representative in writing. It is at the discretion of the Quality Representative to grant extensions and document them accordingly.

The supplier shall maintain a corrective/preventive action system in accordance with the ISO9001 for determining root cause and corrective and preventive action internally and sub tiers.

Pole/Zero reserves the right to conduct verification of corrective and preventive action at the suppliers' and supplier's sub tiers facility to assess the effectiveness of the corrective and preventive action taken

First Article Inspection

First Article Inspection shall be performed in accordance with AS9102, current revision based on the purchase contract issued date. First Article Inspection shall be performed on the first production unit, as well any subsequent revisions to the part and whenever a lapse of two years or more in production occurs a delta FAI is required as defined by AS9102. A copy of the First Article Inspection Report shall be included with the shipment. AS9102 can be accessed at WWW.SAE.org.

The first article inspection report shall include the following: part number, serial number (when applicable), revision level, supplier name, date of inspection, dimensional characteristics, drawing zone, tools identification, results of actual measurements, indication of inspection status, purchase order number, overall approval status and approving persons signature, title and date. A "ballooned/bubbled" drawing shall be provided for all drawings with greater than 10 reportable dimensions.

Digital Product Definition (DPD) Requirements – When design requirements are provided by Pole/Zero using DPD and a traditional

2D drawing is not available for all requirements, the supplier shall extract, verify, and provide results of these characteristics on the FAI as required in AS9102. The supplier shall provide a report/drawing that is "ballooned/bubbled" for the DPD requirements. The supplier shall implement a system to control the configuration of the DPD file provided by Pole/Zero as well as their related CMM (Coordinate Measuring Machine) and CNC (Computer Numerical Control) programs.

The part used for the first article inspection shall be identified at delivery to Pole/Zero.

First article reports should be shipped with the delivery of the parts, the FAI documentation must be received at the time of delivery at Pole/Zero.

Designated material will not be shipped to Pole/Zero without a First Article Inspection Report signed by the supplier Quality Representative. The seller shall furnish, at no cost, the necessary facilities and equipment to perform tests as required by Pole/Zero to demonstrate conformance to the purchase order and referenced documents.

If the supplier already has First Article Inspection documentation on file for the same configuration of the product noted in the purchase contract and is still compliant to AS9102 requirements, a new First Article Inspection is not required.

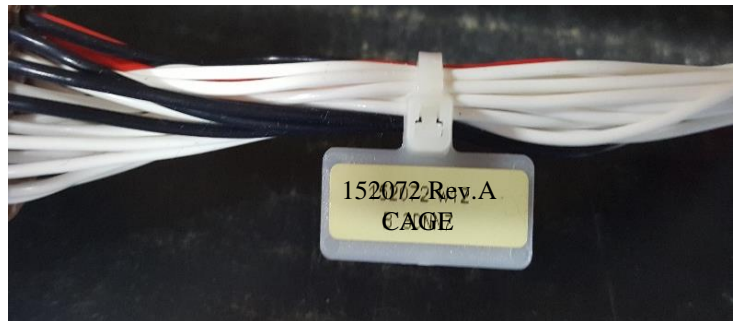


A tutorial on FAI expectations is available at: <http://www.dovermpg.com/polezero/english/globalnavigation/support/supply-management>

Cable Assemblies

Cables assemblies and wire harnesses shall be manufactured in accordance with IPC/WHMA-A-620, class 3, unless otherwise specified on the purchase order. Pole/Zero inspects and accepts cables and harnesses based on conformance to the specified drawing and parts list, as well as industry standards such as IPC/WHMA-A-620.

Additional marking requirements – All cable assemblies and wire harnesses provided to Pole/Zero shall have the CAGE code of the manufacturer and the drawing revision added to the marking sleeve or label with the part number. At no time will this requirement add a label to the assembly. If no part parting is required on the drawing then there is no additional requirement. If there is a concern about available space on an assembly for these additional markings, request clarification from the buyer.



Testing Requirements for Cable Assemblies

Wire harnesses/Cable Assemblies shall be tested per IPC/WHMA-A-620 as defined below:

Electrical Testing

1. Continuity Electrical Test – Reference 19.5.1 – Required on 100% of assemblies to Class 3 requirements as specified in table 19-2.
2. Dielectric Withstanding Voltage (DWV) Electrical Test – Reference 19.5.3 – Required on 100% of assemblies to Class 3 requirements as specified in table 19-4.
3. Insulation Resistance (IR) Electrical Test – Reference 19.5.4 – Required on 100% of assemblies to Class 3 requirements as specified in table 19-5.
4. Voltage Standing Wave Ratio (VSWR) Electrical Test – Reference 19.5.5 - Required on 100% of coax assemblies. Frequency Range of 15 MHz to 2 GHz. Ratio of input power to reflected power of 1: 1.2 Max.
5. Insertion Loss (IL) Electrical Test – Reference 19.5.6 – Required on 100% of coax assemblies. Frequency range of 15 MHz to 2 GHz. Maximum loss of .5 dB

Note 1 – Precautions must be taken during electrical test to assure voltages do not exceed the maximum rated values of the components within the assembly.

Note 2 – Electrical testing is not required on coax assemblies that are not terminated on both ends.

Mechanical Testing

1. Pull Force Mechanical Test – Reference 19.7.2 – Testing shall be performed in accordance with Class 3 per tables 19-11 and 19-12. Frequency of test is a minimum of once per day for hand crimp tools and monthly for machine crimping.
2. Contact Retention Verification – Reference 19.7.5 – Supplier shall ensure the contacts are seated/locked in the connector on 100% of assemblies (push-click-pull method).



3. RF connector Shield Pull Force Mechanical Test – Reference 19.7.6 – Mechanical test shall be performed on assemblies that do not have the shielding soldered to the connector. The supplier shall perform this test at a frequency of once per lot. Test values are as determined by the connector manufacturer.

Note 3 – If a common connector is used on multiple part numbers and assembled at the same time, this can be considered 1 lot for mechanical test purposes.

Supplier Sub Tier Control

The supplier is responsible for ensuring that all items procured from their sub tiers conform to Pole/Zero purchase contract. The supplier shall ensure that all applicable provisions are flowed to their sub tiers, including Quality System compliance to ISO9001, AS9100 or AS9003. All sub tiers are also required to utilize AS9102 for their First Article Inspection.

Section IV

PO Terms - U.S. FAR/DFARS Clause Flow-Downs for U.S. Government Contracts

The FAR and DFAR clause cited below, where applicable by their terms, are incorporated herein by reference as if set forth in full text. The full text of all clauses incorporated by reference is available at <http://www.acquisition.gov/>. The effective version of each FAR or DFAR clause shall be the same version as that which appears in Buyer's prime contract, or higher-tier subcontract under which this Agreement is a subcontract.

If so identified, this Order is a "rated order" certified for national defense use and Seller shall follow all the requirements of the Defense Priorities and Allocation System (DPAS) Regulation (15 C.F.R. Part 700).

General Terms and Conditions for Supply and Services Subcontracts: U.S. Government Contract Provisions from the Federal Acquisition Regulation (FAR) and the Department of Defense Federal Acquisition Regulation Supplement (DFARS).

General information:

1. When the materials or products furnished are for use in connection with a U.S. Government contract or subcontract, in addition to Pole/Zero Corporation's General Terms and Conditions, the following provisions shall apply, as required by the terms of the prime contract, or by operation of law or regulation. Otherwise, Pole/Zero Corporation's General Terms and Conditions shall govern in the event of a conflict between these FAR and DFARS provisions and Pole/Zero Corporation's General Provisions.
2. The following clauses set forth in the FAR and DFARS in effect as of the date of the prime contract are incorporated herein by reference with the same force and effect as if they were in full text. In all clauses listed herein, the terms "Government", "Contracting Officer" and "Contractor" shall be revised to suitably identify the contracting parties herein and affect the proper intent of the provision except where further clarified or modified below. "Subcontractor," however, shall mean "Seller's Subcontractor" under this purchase order.
3. Clauses in this document may not be applicable to specific orders due to the type of subcontract/purchase order to be issued, dollar thresholds under requirements of the FAR, DFARS or Public Law or Mandatory Flow Down requirements of a particular prime contract. Clauses that are not applicable are deemed self-deleting, shall not be removed from this document, and will be considered by all parties to be without force and effect. It is the Seller's obligation to contact Pole/Zero Corporation regarding any confusion, ambiguity, or questions the Seller may have regarding applicability of the following clauses.



Applicable to all orders: The following FAR clauses apply to all contracts, purchase orders, delivery orders, or any agreement between Pole/Zero Corporation and the Seller where the end customer is the United States Government:

No.	Title of Provision	FAR Clause
1.	Definitions	52.202-1
2.	Gratuities	52.203-3
3.	Covenant Against Contingent Fees	52.203-5
4.	Restrictions on Subcontractor Sales to the Government	52.203-6
5.	Anti-kickback procedures	52.203-7
6.	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	52.203-8
7.	Price or Fee Adjustment for Illegal or Improper Activity	52.203-10
8.	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	52.203.11
9.	Limitations on Payments to Influence Certain Federal Transactions	52.203.12
10.	Contractor Code of Business Ethics and Conduct	52.203.13
11.	Display of Hot Line Posters	52.203.14
12.	Security Requirements	52.204-2
13.	Personal Identify Verification of Contractor Personnel	52.204-9
14.	Service Contract Reporting Requirements (subject to the thresholds and contracts types specified in FAR 4.1703)	52.204-14
15.	Service Contract Reporting Requirements for Indefinite Delivery Contracts (subject to the thresholds and contract types specified in FAR 4.1703)	52.204-15
16.	Material Requirements	52.211-5
17.	Alternatives to Government – Unique Standards	52.211-7
18.	Defense Priority and Allocation System (DPAS) Requirements	52.211-15
19.	Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (DEVIATION) (includes all Statutes or Orders issued)	52.212-5
20.	Terms and Conditions – Simplified Acquisitions (other than Commercial items)	52.213-4
21.	Price Reduction for Defective Cost or Pricing Data/Modifications	52.215-10/11
22.	Subcontractor Cost or Pricing Data/Modifications	52.215-12/13
23.	Small Business Program Representations	52.219-1
24.	Post –Award Small Business Program Representation (over \$3000)	52.219-28
25.	Notice to the Government of Labor Disputes	52.222-1
26.	Convict Labor	52.222-3
27.	Child Labor – Cooperation with Authorities and Remedies	52.222-19
28.	Service Contract Act of 1965, as Amended	52.222-41
29.	Combating Trafficking in Persons	52.222-50
30.	Employment Eligibility Verification	52.222-54
31.	Hazardous Material Identification and Material Safety Data – “Government” means “Government and Buyer”	52.223-3
32.	Notice of Radioactive Materials	52.223-7
33.	Ozone Depleting Substances	52.223-11
34.	Energy Efficiency in Energy-Consuming Products	52.223-15
35.	IEEE 1680 Standard for the Environmental Assessment of personal Computer Products	52.223-16



36.	Contractor Policy to Ban Text Messaging While Driving	52.223-18
37.	Privacy Act	52.224-2
38.	Buy American Act – Supplies	52.225-1
39.	Buy American Act Certificate	52.225-2
40.	Trade Agreement	52.225-5
41.	Trade Agreements – Certificate	52.225-6
42.	Duty-Free Entry	52.225-8
43.	Restrictions on Certain Foreign Purchases	52.225-13
44.	Place of Manufacturer (applicable to solicitations)	52.225-18
45.	Contractors Performing Private Security Functions Outside the United States	52.225-26
46.	Authorization and Consent – Alternate I	52.227-1
47.	Royalty Information	52.227-6
48.	Additional Data Requirements	52.227-16
49.	Refund of Royalties	52.227-9
50.	Filing of Patent Applications – Classified Subject Matter	52.227-10
51.	Patent Rights – Ownership by the Contractor	52.227-11
52.	Rights in Data – General	52.227-14
53.	Commercial Computer Software License	52.227-19
54.	Workers Compensation Insurance (Defense Base Act)	52.228-3
55.	Workers Compensation and War-Hazard Insurance Overseas	52.228-4
56.	Insurance – Work on a Government Installation	52.228-5
57.	Limitation on the Withholding of Payments	52.232-9
58.	Progress Payments	52.232-16
59.	Performance-based Payments	52.232-32
60.	Unenforceability of Unauthorized Obligations	52.232-39
61.	Protest After Award	52.233-3
62.	Applicable Law for Breach of Contract Claim	52.233-4
63.	Industrial Resources Developed Under Defense Production Act Title III	52.234-1
64.	Accident Prevention	52.236-13
65.	Protection of Government Buildings, Equipment, and Vegetation	52.237-2
66.	Privacy or Security Safeguards	52.239-1
67.	Stop Work Order	52.242-15
68.	Government Delay of Work	52.242-17
69.	Changes – Fixed Price Contracts	52.243-1
70.	Competition in Subcontracting	52.244-5
71.	Subcontracts for Commercial Items	52.244-6
72.	Government Property (or Alt I or Alt II, the Buyer shall so specify. If the Buyer does not	52.245-1
73.	Specify the requirement will default to the basic clause)	
74.	Government Property Installation Operation Services	52.245-2
75.	Use and Charges	52.245-9
76.	Preference for U.S. – Flag Air Carriers	52.247-63
77.	Preference for Privately Owned U.S. – Flag Commercial Vessels	52.247-64
78.	Termination for Convenience of the Government (Fixed-Price) (Short Form)	52.249-1
79.	Computer Generated Form	52.253-1



The following DFARS clauses apply to all contracts, purchase orders, delivery orders, or any agreement between Pole/Zero Corporation and the Seller where the end customer is any agency within the United States Department of Defense:

No.	Title of Provision	DFARS Clause
1.	Requirement to Inform Employees of Whistleblower Rights	252.203-7002
2.	Disclosure of Information	252.204-7000
3.	Alternate A, Central Contractor Registration	252.204-7004
4.	Alternate A, Annual Representations and Certifications	252.204-7007
5.	Reserved	252.204-7008
6.	Safeguarding Unclassified Uncontrolled Technical Information	252.204-7012
7.	Intent to Furnish Precious Metals as Government-Furnished Material	252.208-7000
8.	Disclosure of ownership of control by a foreign government	252.209-7002
9.	Limitations on Contractors Acting as Lead System Integrators	252.209-7006
10.	Prohibited Financial Interests for Lead System Integrators	252.209-7007
11.	Item Unique Identification and Valuation	252.211-7003
12.	Radio Frequency Identification	252.211-7006
13.	Reporting of Government Furnished Equipment in DoD Item Unique Identification (IUID) Registry	252.211-7007
14.	Contract Terms and Conditions required to implement statutes or Executive Orders applicable to Defense acquisitions of commercial items	252.212-7001
15.	Pricing Adjustments	252.215-7000
16.	Cost Estimating System Requirements	252.215-7002
17.	Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel (applicable to Award Fee Orders only)	252.216-7004
18.	Restrictions on Employment of Personnel	252.222-7000
19.	Hazard Warning Labels (fill in State where this purchase order will be performed)	252.223-7001
20.	Safety Precautions for Ammunition and Explosives	252.223-7002
21.	Change in Place of Performance - Ammunition and Explosives	252.223-7003
22.	Drug-Free Work Force	252.223-7004
23.	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	252.223-7006
24.	Safeguarding Sensitive Conventional Arms, Ammunition and Explosives	252.223-7007
25.	Prohibition of Hexavalent Chromium	252.223-7008
26.	Buy American Act – Balance of Payments Program Certificate	252.225-7000
27.	Buy American Act and Balance of Payments Program	252.225-7001
28.	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	252.225-7007
29.	Restriction on Acquisition of Specialty Metals (prime contracts at \$150K or more requiring delivery of specialty metals as end items)	252.225-7008
30.	Restriction on Acquisition of Certain Articles Containing Specialty Metals (prime contracts at \$150K or more; excludes para (d); see other exceptions; and compliance to 10 USC § 2533(b))	252.225-7009
31.	Commercial Derivative Military Article – Specialty Metals Compliance Certificate (prime contracts at \$150K or more, see clause for exceptions)	252.225-7010
32.	Duty Free Entry	252.225-7013



33.	Restriction on Acquisition of Hand or Measuring Tools (prime contracts at \$150K or more and both the prime contract and subcontract are for the acquisition of hand or measuring tools either commercial or non-commercial as prime end items)	252.225-7015
34.	Restriction on Acquisition of Ball and Roller Bearings	252.225-7016
35.	Restriction on Acquisition of Foreign Anchor and Mooring Chain	252.225-7019
36.	Trade Agreements Certificate	252.225-7020
37.	Trade Agreements	252.225-7021
38.	Trade Agreements Certificate – Inclusion of Iraqi End Products	252.225-7022
39.	Restriction on the Acquisition of Forgings	252.225-7025
40.	Restriction on Contingent Fees for Foreign Military Sales (blank is filled in “zero”)	252.225-7027
41.	Exclusionary Policies and Procedures of Foreign Governments	252.225-7028
42.	Restriction on Acquisition of Carbon Alloy and Armor Steel Plate	252.225-7030
43.	Secondary Arab Boycott of Israel	252.225-7031
44.	Buy American Act – Free Trade Agreements – Balance of Payments Program Certificate	252.225-7035
45.	Buy American Act – Free Trade Agreements – Balance of Payments Program	252.225-7036
46.	Contractor personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	252.225-7040
47.	Antiterrorism / force Protection Policy for Defense Contractors Outside the United States	252.225-7043
48.	Balance of Payments Program – Construction Material	252-225-7044
49.	Balance of Payments Program – Construction Material Under Trade Agreements	252-225-7045
50.	Exports By Approved Community Members in Response to the Solicitation	252.225-7046
51.	Export by Approved Community Members in Performance of the Contract	252.225-7047
52.	Export Controlled Items	252.225-7048
53.	Preference for Certain Domestic Commodities (prime contracts at \$150K or more for the acquisition of food, clothing, or cloth materials)	252.225-7012
54.	Rights in Technical Data - Noncommercial Items	252.227-7013
55.	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	252.227-7014
56.	Technical Data - Commercial Items	252.227-7015
57.	Rights in Bid or Proposal Information	252.227-7016
58.	Identification and Assertion of Use, Release, or Disclosure Restrictions	252.227-7017
59.	Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program	252.227-7018
60.	Validation of Asserted Restrictions - Computer Software	252.227-7019
61.	Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends	252.227-7025
62.	Delivery of Technical Data or Computer Software	252.227-7026
63.	Deferred Ordering of Technical Data or Computer Software	252.227-7027
64.	Technical Data or Computer Software Previously Delivered to the Government	252.227-7028
65.	Technical Data--Withholding of Payment	252.227-7030
66.	Rights in Shop Drawings	252.227-7033
67.	Validation of Restrictive Markings on Technical Data	252.227-7037
68.	Patent Rights – Ownership by the Contractor	252.227-7038
69.	Patents – Reporting of Subject Inventions	252.227-7039



70.	Ground and Flight Risk	252.228-7001
71.	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	252.228-7005
72.	Reporting of Foreign Taxes – U.S. Assistance Programs	252.229-7011
73.	Supplemental Cost Principles (first tier subcontractors only)	252.231-7000
74.	Frequency Authorization	252.235-7003
75.	Frequency Authorization (ALT I)	252.235-7003
76.	Protection of Human Subjects	252.235-7004
77.	Requirement for Competition Opportunity for American Steel Producers, Fabricators And Manufacturers (For Construction Subcontracts)	252.236-7013
78.	Training for Contract personnel Interacting with Detainees	252.237-7019
79.	Continuation of Essential Contractor Services	252.237-7023
80.	Notice of Continuation of Essential Contractor Services	252.237-7024
81.	Protection Against Compromising Emanations	252.239-7000
82.	Information Assurance Contractor Training and Certification	252.239-7001
83.	Telecommunications Security Equipment, Devices, Techniques, and Services	252.239-7016
84.	Supply Chain Risk	252.239-7018
85.	Pricing of Contract Modifications	252.243-7001
86.	Subcontracts for Commercial Items and Commercial Components (DoD contracts)	252.244-7000
87.	Tagging, Labeling, and Marking Government Furnished Property	252.245-7001
88.	Reporting Loss of Government Property	252-245-7002
89.	Material Inspection and Receiving Report	252.246-7000
90.	Notification of Potential Safety Issues	252.246-7003
91.	Safety of Facilities, Infrastructure, and Equipment for Military Operations	252.246-7004
92.	Contractor Counterfeit Electronic Part Detection and Avoidance System	252.246-7007
93.	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer	252.247-7003

Orders over \$10,000 also include the following: The following FAR clauses apply to all contracts, purchase orders, delivery orders, or any agreement valued over \$10,000.00 between Pole/Zero Corporation and the Seller where the end customer is the United States Government:

No.	Title of Provision	FAR Clause
1.	Reporting Executive Compensation and First-Tier Subcontract Awards (Over \$25,000)	52.204-10
2.	Walsh-Healy Public Contracts Act.	52.222-20
3.	Prohibition of Segregated Facilities	52.222-21
4.	Equal Opportunity	52.222-26(b)
5.	Affirmative Action for Workers with Disabilities	52.222-36
6.	Notification of Employee Rights Under the National Labor Relations Act (para (f) only)	52.222-40
7.	Buy American Act – North American Free Trade Agreement – Israeli Trade Act (over \$25,000)	52.225-3
8.	Buy American Act North American Free Trade Agreement – Israeli Trade Act Certificate (over \$25,000)	52.225-4



Orders over the simplified acquisition threshold (SAT) also include the following: The following FAR clauses apply to all contracts, purchase orders, delivery orders, or agreement valued over the SAP between Pole/Zero Corporation and the Seller where the end customer is the United States Government:

No.	Title of Provision	FAR Clause
1.	Certificate of Independent Price Determination	52.203-2
2.	Gratuities	52.203-3
3.	Covenants Against Contingent Fees	52.203-5
4.	Restrictions on Subcontractor Sales to the Government	52.203-6
5.	Anti-Kickback Procedures (less paragraph (c) (1))	52.203-7
6.	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	52.203-8
7.	Price or Fee Adjustment for Illegal or Improper Activities	52.203-10
8.	Limitation on Payments to Influence Certain Federal Transactions	52.203-12
9.	Preventing Personal Conflicts of Interest for Contractor Employees Performing Acquisition Functions	52.203-16
10.	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights	52.203-17
11.	Women-Owned Business (Other than Small Business)	52.204-5
12.	Audit and Records – Negotiation	52.215-2
13.	Integrity of Units Prices & Alt 1	52.215-14
14.	Utilization of Small Business Concerns	52.219-8
15.	Contract Work Hours and Safety Standards Act – Overtime Compensation	52.222-4
16.	Non-displacement of Qualified Workers (Service Contracts)	52.222-17
17.	Equal Opportunity for Veterans (\$100K)	52.222-35
18.	Employment Reports Veterans (\$100K)	52.222-37
19.	Compliance with Veterans’ Employment Reporting Requirements	52.222-38
20.	Drug-Free Workplace	52.223-6
21.	Estimate of Percentage of Recovered Material Content for EPA-Designated Products	52.223-9
22.	Notice and Assistance Regarding Patent and Copyright Infringement	52.227-2
23.	Federal, State, and Local Taxes	52.229-3
24.	Bankruptcy	52.242-13
25.	Change Order Accounting	52.243-6
26.	Subcontracts (paragraphs (h) notice to Pole/Zero Corporation, and (i) only apply)	52.244-2
27.	Inspection of Supplies, Fixed Price Contracts	52.246-2
28.	Inspection of Services, Fixed Price Contracts	52.246-4
29.	Responsibility for Supplies	52.246-16
30.	Value Engineering	52.248-1
31.	Termination for Convenience of the Government (Fixed-Price) – “Government : shall mean “Buyer”. In paragraph (c) the term “120 days” is changed to “60 days.” The term “one year” in Paragraph (e) is changed to “six months.” The term “90 days in paragraph (l) is changed to “forty-five days,” per 49.502(e)	52.249-2
32.	Default (Fixed Price Supply and Service)	52-249-8



The following DFARS clauses apply to all contracts, purchase orders, delivery orders, or any agreement valued over the SAT between Pole/Zero Corporation and the Seller where the end customer is any agency within the United States Department of Defense:

No.	Title of Provision	DFARS Clause
1.	Requirements for Contracts Involving Export— Controlled Items	252.204-7008
2.	Prohibition on persons convicted of Fraud or other Defense – Contract related felonies	252.203-7001
3.	Disclosure of ownership or control by the government of a Terrorist Country	252.209-7001
4.	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country	252.209-7004
5.	Requests for Equitable Adjustment	252.209-7004
6.	Contractor Purchasing System Administration (Basic) (if 52.244-2 applies)	252.244-7001
7.	Contractor Purchasing System Administration (Alternate 1) (if 252.246-7007 applies)	252.244-7001
8.	Representation of Extent of Transportation by Sea	252.247-7022
9.	Transportation of Supplies by Sea	252.247-7023
10.	Notification of Transportation of Supplies by Sea	252.247-7024
11.	Notification of Anticipated Contract Termination or Reduction	252.249-7002

ORDERS OVER \$500,000 ALSO INCLUDE THE FOLLOWING: The following DFARS clauses apply to all contracts, purchase orders, delivery orders, or any agreement valued over \$500,000 between Pole/Zero Corporation and the Seller where the end customer is any agency within the United States Department of Defense

No.	Title of Provision	DFARS Clause
1.	Small Business Subcontracting Plan (DoD Contracts) – Over \$650K	252.219-7003
2.	Report of Intended Performance Outside the United States and Canada – Submission with Offer (over \$650K)	252.225-7003
3.	Report of Intended Performance Outside the United States & Canada – Submission After Award (\$650K)	252.225-7004
4.	Quarterly Reporting of Actual Contract Performance Outside the United States (over \$650K)	252.225-7006
5.	Utilization of Indian Organizations, Indian- Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	252.226-7001

ORDERS OVER \$650,000 ALSO INCLUDE THE FOLLOWING FAR CLAUSES: The following FAR clauses apply to all contracts, purchase orders, delivery orders, or any agreement valued over \$650,000.00 between Pole/Zero Corporation and the Seller where the end customer is the United States Government:

No.	Title of Provision	FAR Clause
1.	Code of Business Ethics and Conduct (over \$5 million and the period of performance is Over 120 days)	52.203-13
2.	Display of Hotline Poster (over \$5 million)	52.203-14
3.	Pension Adjustment and Asset Reversions (\$700,000)	52.215-15
4.	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) other than Pensions	52.215-18
5.	Notification of Ownership Changes	52.215-19
6.	Small Business Subcontracting Plan (\$650,000) (Construction \$1.5M)	52.219-9
7.	Liquidated Damages – Subcontracting Plan	52.219-16
8.	Pre-award On-Site Equal Opportunity Compliance Evaluation (over \$10 million)	52.222-24



UNLESS OTHERWISE EXEMPT, THE FOLLOWING FAR CLAUSES ARE ALSO INCLUDED:

No.	Title of Provision	FAR Clause
1.	Audit and Records – Sealed Bidding (exceeds \$700,000)	52.214-26
2.	Price Reduction for Defective Certified Cost or Pricing Data – Modifications – Sealed Bidding (\$700,000)	52.214-27
3.	Subcontractor Certified Cost or Pricing Data – Modifications – Sealed Bidding (exceeds \$700,000)	52.214-28
4.	Price Reduction for Defective Certified Cost or Pricing	52.215-10
5.	Price Reduction for Defective Certified Cost or Pricing Data – Modifications	52.215-11
6.	Subcontractor Certified Cost or Pricing Data	52.215-12
7.	Subcontractor Certified Cost of Pricing Data – Modifications	52.215-13
8.	Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data	52.215-20
9.	Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications	52.215-21
10.	Limitation on Pass-Through Charges – Identification of Subcontract Effort	52.215-22
11.	Limitation on Pass-Through Charges (see application and exceptions in FAR 15.408(n)(2))	52.215-23
12.	Contract Definitization	52.216-25
13.	Prospective Subcontractor Requests for Bonds	52.228-12
14.	Earned Value Management System	52.234-4

ORDERS OVER \$1,000,000 OR HIGHER INCLUDE THE FOLLOWING DFARS CLAUSES:

No.	Title of Provision	DFARS Clause
1.	Agency Office of the Inspector General (\$5M)	252.203-7003
2.	Display of Fraud Hotline Posters (over \$5M)	252.203-7004
3.	Acquisition Streamlining (\$1.5M)	252.211-7000
4.	Restrictions on the Use of Mandatory Arbitration Agreements	252.222-7006
5.	Waiver of United Kingdom Levies – Evaluation of Offers	252.225-7032
6.	Waiver of United Kingdom Levies	252.225-7033

ORDERS FOR MAJOR DEFENSE ACQUISITION PROGRAMS INCLUDE THE FOLLOWING DFARS CLAUSES:

No.	Title of Provision	FAR Clause
1.	Notice of Prohibition Relating to Organizational Conflict of Interest –Major Defense Acquisition Program	252.209-7008
2.	Organizational Conflict of Interest – Major Defense Acquisition Program	252-209-7009
3.	Earned Value Management System (Orders over \$50M)	252.234-7002
4.	Notice of Cost and Software Data Reporting System	252.234-7003



APPLICABLE TO COST REIMBURSEMENT, TIME & MATERIAL OR LABOR HOUR

ORDERS: The following FAR clauses apply to all contracts, purchase orders, delivery orders, or any agreement based upon the type of the contract, cost reimbursement, time and material, or labor hours, between Pole/Zero Corporation and the Seller where the end customer is the United States Government:

No.	Title of Provision	FAR Clause
1.	Facilities Capital Cost of Money	52.215-16
2.	Waiver of Facilities – Capital Cost of Money	52.215-17
3.	Allowable Cost and Payment (cost reimbursement) – Seller agrees to execute assignment documents in order to meet subsection (d)(5)	52.216-7
4.	Fixed Fee – applicable if this is a cost plus fixed fee order	52.216-8
5.	Incentive Fee – applicable if this is a cost plus incentive fee order	52.216-10
6.	Cost Contract – No Fee – applicable if this is a cost no fee order	52.216-11
7.	Cost Sharing Contract – No Fee – applicable if this is a cost sharing, no fee order	52.216-12
8.	Payment for Overtime premiums – insert “0%” in paragraph (a) unless indicated otherwise on the face of this order	52.222-2
9.	Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts)	52.222-43
10.	Fair Labor Standards Act and Service Contract Act -- Price Adjustment	52.222-44
11.	State of New Mexico Gross Receipts and Compensating Tax	52.229-10
12.	Payments under Time-and Materials and Labor-Hour Contracts (“schedule” means Purchase order, “voucher(s)” means Purchase order. “Government” means Buyer And “Contracting Officer” means Buyer Purchasing Representative	52.232-7
13.	Limitation of Cost (if fully funded)	52.232-20
14.	Limitation of Funds (if incrementally funded)	52.232-22
15.	Stop Work Order	52.242-15 Alt I
16.	Changes – Cost-Reimbursement – applicable if this is a cost-reimbursement order	52.243-2
17.	Changes – Time and Material or Labor-Hours – applicable if this is a time and material or labor hour order	52.243-3
18.	Inspection of Supplies (Cost-Reimbursement) – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k) it shall mean “Government or Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.	52.246-3
19.	Inspection of Services (Cost –Reimbursement) – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government”(provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k) it shall mean “Government and Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.	52.246-5



20.	Inspection – Time and Material and Labor Hour – “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k) it shall mean “Government and Buyer.” The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.	52.246-6
21.	Submission of Transportation Documents for Audit	52.247-67
22.	Termination (Cost-Reimbursement) – “Government” means “Buyer” and “Contracting Officer” means “Buyer’s purchasing representative.” In paragraph (d) change “15 days” and “45 days” to “30 days” and “90 days,” respectively. In paragraph (e) change “1 year” to “six months.” Alternate IV is applicable to time and material or labor-hour orders only.	52.249-6 Alt IV
23.	Excusable Delay	52.249-14

APPLICABLE TO CONSTRUCTION ORDERS:

No.	Title of Provision	FAR Clause
1.	Subcontracts (Labor Standards)	52.222-11
2.	Affirmative Action Compliance Requirements for Construction (over \$10,000)	52.222-27
3.	Notice of Requirement for Project Labor Agreement	52.222-33
4.	Project Labor Agreement	52.222-34
5.	Affirmative Procurement of Bio-based Products Under Service and Construction Contracts	52.223-2
6.	Buy American Act – Construction Materials	52.225-9
7.	Notice of Buy American Act / Balance of Payments Program Requirement – Construction Materials	52.225-10
8.	Buy American Act – Construction Materials Under Trade Agreements	52.225-11
9.	Required Use of American Iron, Steel, and Manufactured Goods, Buy American Act – Construction Materials	52.225-21
10.	Notice of Required Use of American Iron, Steel, and Manufactured Goods – Buy American Act – Construction Materials	52.225-22
11.	Required Use of American Iron, Steel, and Manufactured Goods, Buy American Act – Construction Materials Under Trade Agreements	52.225-23
12.	Notice of Required Use of American Iron, Steel, and Manufactured Goods – Buy American Act – Construction Materials Under Trade Agreements	52.225-24
13.	North Carolina State and Local Sales and Use Tax	52.229-2
14.	Prompt payment for construction contracts	52.232-27
15.	Inspection of Construction	52.246-12
16.	Value Engineering – Construction over \$65K	52.248-3



Certifications: The Seller, by signing its offer and entering into an agreement with Pole/Zero Corporation, hereby certifies compliance with the following clauses and is, therefore eligible for award.

No.	Title of Provision	FAR Clause
1.	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (over \$150,000)	52.203-11
2.	Certification for Federal Funding Accountability and Transparency Act (FFATA)	52.204-10
3.	Certification Regarding Responsibility Matters	52.209-5
4.	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (over \$30,000)	52.209-6
5.	Certification Regarding Knowledge of Child Labor for Listed End Products	52.222-18
6.	Previous Contracts and Compliance Reports (over \$10,000 and includes 52.222-26)	52.222-22
7.	Affirmative Action Compliance	52.222-25
8.	Affirmative Action for workers with Disabilities (over \$15K)	52.222-36
9.	Bio-based Product Certification	52.223-1
10.	Recovered Material Certification	52.223-4
11.	Prohibition on Conducting Restricted Business Operations in Sudan Certification	52.225-20
12.	Prohibition on Contracting with Entities Engaging in Certain Activities Relating to Iran	52,225-25
13.	Cost Accounting Standards Notices and Certifications	52.230-15

American Recovery and Reinvestment Act (AARA) of 2009: The following FAR clauses are applicable to all contracts that are funded in whole or in part by the ARRA:

No.	Title of Provision	FAR Clause
1.	Whistleblower Protections under the Recovery Act	52.203-15
2.	Reporting Requiring	52.204-11
3.	Audit and Records (Sealed Bidding)	52.214-26

Additional Clauses:

No.	Title of Provision	FAR Clause
1.	Buy American Act	41 U.S. Code Chapter 83 and DFARS 252.225-7009
2.	Specialty Metals Restrictions (10 U.S.C 2533b)	225.7003-2/252.225-7008 and 252.225-7009
3.	Prohibited Sources from Communist Chinese military companies	225.770-2
4.	Counterfeit Electronic Parts Detection and Avoidance Systems	246.870



Cost Accounting Standards (Applicable unless otherwise exempt):

Seller shall communicate and otherwise deal directly with the Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Buyer with copies of all communications between Seller and the Contracting Officer respecting Cost Accounting Standards, FAR 52.230-2; Disclosure and Consistency of Cost Accounting Practices, FAR 52.230-3; and Administration of Cost Accounting Standards, FAR 52.230-6, provided Seller shall not be required to disclose to Buyer such communications containing information which is privileged and confidential to Seller. In addition to any other remedies provided by law or under this Order, Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense if Buyer is subject to any liability as the result of a failure of the Seller or its lower-tier subcontractors to comply with the requirements of FAR 52.230-2, 52.230-3, 52.230-4 (if applicable), 52.230-5 or 52.230-6. Paragraph (b) is deleted in each of the foregoing clauses.

Truth In Negotiations:

Certified Cost or Pricing Data (applicable only if certified cost or pricing data has been provided). The clause entitled "Subcontractor Certified Cost or Pricing Data" is a part of this Order if the Seller was required to furnish cost and pricing data and a Certification of Current Cost or Pricing Data for this Order.

If it was not required to furnish such data and Certificate, the clause entitled "Subcontractor Cost or Pricing Data-Modification" is a part of this Order. Seller shall update its proposal and re-certify its cost or pricing data whenever costs, factors, or prices change such that cost or pricing data previously furnished is no longer, accurate, current, or complete.

1. Indemnification:

- a. If any price (including profit or fee) negotiated in connection with the prime contract between the Government and the Buyer or any cost that is reimbursable under said contract is reduced because cost or pricing data furnished by the Seller in connection with any proposal submitted by the Buyer relating to said contract or in connection with this Order was not accurate, complete, or current, the Seller shall indemnify the Buyer in the amount of said reduction.
- b. The phrase "certified cost or pricing data" as used herein shall be deemed to include any such data, which related to a lower-tier prospective or actual subcontract, at any level, which was submitted by the Seller or which it procured by submission of, in connection with the aforesaid proposal or this Order in support of its cost estimate. If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Seller shall be liable and shall pay the Buyer at the time such overpayment is repaid:
 - i. Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Seller to the date the Buyer is repaid by the Seller at that applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C 6621(a)(2); and
 - ii. For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if the Seller knowingly submitted cost or pricing data which were incomplete, inaccurate, or non-current.



2. Certified Cost or Pricing Data for Changes:

- a. Prior to the pricing of any change or other modification to this Order which involves, increases and/or decreases in costs plus applicable profit in excess of the contractually required threshold (e.g. \$100,000, \$500,000, \$550,000 or \$700,000) and resulting from a change in the prime contract, subcontractors shall submit cost or pricing data and shall certify that the data, as defined in FAR §15.406- 2, submitted either actually or by specific identification in writing are accurate, complete, and current as of the date of completion of negotiations.
- b. When required to obtain certified cost or pricing data or “Other Cost and Pricing Data” from its subcontractors, pursuant to the provisions of this Order, Seller shall provide such data.

B. DISPUTES – GOVERNMENT CONTRACTS:

Any reference to the “Disputes clause” in any applicable FAR Clause under paragraph 2 above shall mean this paragraph, Disputes – Government Contracts. Any dispute arising under this purchase order relating to any decision of the Contracting Officer under the prime contract shall be resolved in accordance with Paragraph (ii) below. All other disputes will be resolved under the Article entitled, “DISPUTES”, as found in Corporate Form FSMK017 of the Subcontract.

1. Notwithstanding any other provisions in this purchase order, any decision of the Contracting Officer under the prime contract which binds Buyer shall bind both Buyer and Seller to the extent that it relates to this purchase order –provided that:
 - a. The Buyer notifies with reasonable promptness the Seller of such decision
 - b. The Buyer, at its sole discretion, authorizes in writing the Seller to appeal in the name of the Buyer such decision at its own expense, or
 - c. If Buyer should appeal such decision, Buyer at its sole discretion offers to the Seller the opportunity at its own expense to join Buyer in such appeal.
2. Any decision upon such appeal, when final, shall be binding upon the Seller.
3. The Seller shall keep Buyer informed of any appeal it makes by providing copies of all pertinent documents to Buyer.
4. The Seller shall indemnify and save harmless from any and all liability of any kind incurred by or imputed to Buyer under Section 5, “Fraudulent Claims,” of the Contract Disputes Act of 1978, as amended, if Seller is unable to support any part of its claim and it is determined that such inability is attributable to fraud or misinterpretation of fact on the part of Seller.
5. Pending any prosecution, appeal, or final decision or settlement of any dispute arising under this purchase order, the Seller shall proceed diligently, as directed by Buyer, with the performance of this purchase order.
6. Nothing in this clause nor any authorization or offer that may be made shall be deemed to constitute acceptance or acknowledgement by Buyer of the validity of Seller’s claim or any part thereof, nor be deemed to limit or in any way restrict Buyer from taking any actions, included available remedies, it deems appropriate to protect its own interests.
7. As used in this clause, the word “appeal” means an appeal taken under the contract Disputes Act of 1978, as amended.

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