



HAI GH-FARR, INC. Purchase Order Notes

HF-PO-001--Acceptance

By accepting the order, Seller agrees to all the terms hereof without any modifications or additions, unless such modifications or additions are specifically agreed to in writing by the Buyer.

HF-PO-002--Quality System

The Seller shall maintain an effective and economical Quality System IAW ANSI/ASQC Q9001/ISO 9001, AS9100 and ANSI/NCSL Z540-1 or propose equivalent systems. This Quality System shall be documented in the Seller's internal procedures and available for review by Buyer's representatives. The Seller shall develop, implement and maintain controlled procedures for inspection and test equipment to ensure products meet the specified performance requirements.

HF-PO-002A--Inspection System

Seller/Manufacturer's inspection system must, as a minimum, meet the requirements of ISO 9001-2008 or MIL-I-45208. Seller/Distributor's providing items must maintain manufacturing records indicating test and other manufacturing data to reflect Manufacturer's compliance to (ISO) ANSI Q9002 or MIL-I-45208 as a minimum.

HF-PO-003--FOD Prevention

Seller shall have in place a FOD (Foreign Object Debris/Damage) Prevention Program to ensure identification, awareness, prevention, training and employee practices for the control and elimination of Foreign Objects. This FOD Prevention Program shall be documented in the Seller's internal procedures and available for review by Buyer's representatives.

HF-PO-004--Changes to Materials, Methods of Fabrication or Configuration and Movement to a New Production Facility

Seller shall immediately notify the Buyer in writing of any changes made or intended to be made to materials, methods of fabrication or configuration, any contemplated outsourcing of fabrication processes or of any intended movement to a new production facility of the parts or materials being ordered under this Purchase Order. This Purchase Order Note shall apply to any change no matter whether deemed "insignificant" by Seller since effect of change, while not impacting Seller's level, may have effect at higher levels of integration.

HF-PO-005--Parts Obsolescence

Seller shall identify to Buyer in writing within seven (7) business days any parts or materials being used in the items being purchased under this Purchase Order that have been identified as "unavailable for new orders" or which are anticipated to be in short supply into the future.

HF-PO-006--Delivery

Seller shall notify Buyer in writing of any delivery delay within 24 hours of becoming aware of such delay.



HF-PO-007--Traceability

Traceability is required by serial, date code, batch and/or lot number. When serial number traceability is required, do not duplicate serial numbers. Serial numbers cannot be duplicated per part number.

HF-PO-008--Accident Prevention Program

Seller shall establish and maintain a comprehensive accident prevention program for their activities relating to their contractual obligations and such shall be made available for HF review upon reasonable request.

HF-PO-009--Pollution Prevention Program

The Seller shall establish and/or maintain a Pollution Prevention Program that maintains compliance with all Federal, State and Local regulations and requirements.

HF-PO-010--Packaging

All parts and materials purchased under this Purchase Orders shall be packaged and shipped in accordance with "best commercial practices" so as to prevent damage in transit.

HF-PO-011--Special Marking Provisions of Technical Data:

This Purchase Order requires marking any technical data provided with distribution statements, export control warnings notice and destruction notice IAW DoD Directive 5230.24.

HF-PO-012--Environmental

The Seller shall comply with Federal, State and Local environmental laws and regulations. The Seller shall establish and maintain a Hazardous Materials Management Program (HMMP) IAW National Aerospace Standard 411. To the greatest extent possible, the Seller shall avoid use of the hazardous materials found on 5 lists known as EPA 17, Class 1 ODC's, EPCRA 302, 313, & 313A. Priority for avoidance shall be given to chemicals identified as one of the EPA 17 and Class I ODC's. Buyer shall be notified of Seller's use of any chemical from these five lists prior to manufacture/preparation for delivery of any parts or materials being purchased under this Purchase Order.

HF-PO-013--Specialty Metals

All articles delivered under this Purchase Order must be in compliance with the requirements of DFARS 252.225-7008, Restriction on Acquisition of Specialty Metals and 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals. By accepting the purchase order accompanying these P.O. Notes the Seller certifies compliance with the requirements of these DFAR's.

HF-PO-014--Pure Tin

All products supplied on this purchase order shall be free of solder, platings, coatings, and claddings that exhibit either of the following:

- a) material composition greater than 97% tin by weight
- b) tin alloy with composition of less than 3% lead by weight



HF-PO-015--Inspection Records

Inspection records shall be maintained by the supplier as objective evidence as to the acceptability of the contracted articles through procurement, fabrication, assembly and/or tests. Records must be maintained for a minimum period of ten years or as otherwise stated elsewhere in this order. Seller shall not change the status of the retained records without written approval of the Buyer.

HF-PO-016--Haigh-Farr Terms of Purchase

Haigh-Farr Terms of Purchase, TP001, Rev 0 is incorporated herein and although not attached, applies to this purchase order. Copies of Haigh-Farr's Terms of Sale may be obtained by contacting Haigh-Farr directly or they may be downloaded from our Website at <http://www.haigh-farr.com/terms.pdf>.

HF-PO-017--Revision level requirements

Military Specifications and Standards referenced shall be to the latest revision level in effect on the date of this order, unless specified otherwise.

HF-PO-018--Certifications required

A Certificate of Conformance is required covering goods delivered under this order. In addition, all relevant material certifications must be included verifying that the goods delivered meet the specifications, standards and other requirements applicable.

HF-PO-019--Counterfeit Parts

- (a) Definition. "Counterfeit Work" means Work that is or contains items deliberately misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or have been damaged beyond possible repair, but are altered and deliberately misrepresented as acceptable.
- (b) Prohibition. SELLER agrees and shall ensure that Counterfeit Work is not delivered to HAIGH-FARR. SELLER shall at a minimum have a counterfeit parts prevention program that meets the intent of AS5553.
- (c) Prevention. SELLER shall only purchase products to be delivered or incorporated as Work to HAIGH-FARR directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by HAIGH-FARR.
- (d) Notification. SELLER shall immediately notify HAIGH-FARR with the pertinent facts if SELLER becomes aware or suspects that it has furnished Counterfeit Work. When requested by HAIGH-FARR, SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.
- (e) Remedies. In the event that work delivered under this contract constitutes or includes counterfeit work, seller shall, at its expense, promptly replace such counterfeit with genuine parts conforming to the requirements of this contract. Notwithstanding any other provision in this contract, seller shall be liable for all costs relating to the removal and replacement of counterfeit work, including without limitation HAIGH-FARR's cost of removing counterfeit works, or reinserting replacement work and of any testing necessitated by the reinstallation of work after counterfeit parts have been exchanged. The remedies contained in this paragraph are in addition to any remedies HAIGH-FARR may have at law, equity or under other provisions of this contract.



HF-PO-020--Incorporation of FAR/DFAR Clauses

The following Federal Acquisition Regulations and Department of Defense FAR Supplements are incorporated into the Purchase Order as required to be flowed down by the Prime Contract number JPNDCS-07-MC-0203, W31P4Q-06-C-0180 and MIDD0400004.

FAR

- 52.243-2 CHANGES-COST REIMBURSEMENT, ALTERNATE 1 (APR 1984)**

- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) (Note 2 applies.)**
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 1997) (Note 2 applies.)**
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)**
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**
- 52.222-26 EQUAL OPPORTUNITY (APR 2002) (Only paragraphs (b)(1)-(11) applies.)**
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)**
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2006)**
- 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)**
- 52.233-18 CONTRACTING POLICY TO BAN TEXT MESSAGING WHILE DRIVING**

THE FOLLOWING FAR CLAUSES APPLY TO THIS CONTRACT IF THE VALUE OF THIS CONTRACT EQUALS OR EXCEEDS \$10,000:

- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)**
- 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES**

THE FOLLOWING FAR CLAUSES APPLY TO THIS CONTRACT IF THE VALUE OF THIS CONTRACT EQUALS OR EXCEEDS \$25,000:

- 52.222-35 Equal Opportunity for Special Disabled Veterans, VETERNS of the Vietnam Era, and Other Eligible Veterans (DEC 2001)**

THE FOLLOWING FAR CLAUSES APPLY TO THIS CONTRACT AS INDICATED:

- 52.204-2 SECURITY REQUIREMENTS (AUG 1996) (Applicable if the Work requires access to classified information.)**
- 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001) (Applicable if the Work was manufactured with or contains ozone-depleting substances.)**
- 52.225-1 Buy American Act—Supplies (JUN 2003) (Applicable if the Work contains other than domestic components.)**
- 52.225-5 TRADE AGREEMENTS (JUN 2006) (Applicable if the Work contains other than U.S. made or designated country end products as specified in the clause.)**



DFAR

252.204-7012 Safeguarding of Unclassified Controlled Technical Information

252.223-7001 HAZARD WARNING LABELS (DEC 1991) (Applicable if this Contract requires the delivery of hazardous materials.)

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (JUN 2005)

(Applicable if the Work contains other than domestic components. Applicable in lieu of FAR 52.225-1.)

252.225-7012 Preference for Certain Domestic Commodities (May 2004) While the clause does not expressly require flowdown, it must be included in subcontracts to ensure Haigh-Farr does not deliver items prohibited under the prime contract.

252.225-7013 Duty-Free (Jun 2005) Paragraph (g) expressly requires that the clause be included in all subcontracts for: (i) Qualifying country components; or (ii) Nonqualifying country components for which the Contractor estimates that duty will exceed \$200 per unit.

252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (JUN 2005) and ALT I (APR 2003)

(Applicable if the Work to be furnished contains Specialty Metals.)

252.225-7025 Restriction on Acquisition of Forgings (Jun 2005)

Paragraph (e) expressly requires the clause to be included in all subcontracts that are for items containing restricted forging items.

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Apr 2003)

Since subcontractor fees may be included in the contract price under the prime contract, this clause should be included in all subcontracts including subcontracts for commercial items.

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (April 2003)

Flowdown is not expressly required by the clause, but it by its terms applies to work performed by subcontractors. Accordingly, the clause should be included in all subcontracts.

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(Applicable if this Contract meets the criteria set forth in paragraph (b) (2) (ii) of the clause. Notes 1 and 2 apply.)

HF-PO-021--Certifications and representations

1. This clause contains certifications and representations that are material representations of fact upon which Haigh-Farr will rely in making awards to Contractor. By submitting its written offer, or providing oral offers/quotations at the request of Haigh-Farr, or accepting any Contract, Contractor certifies to the representations and certifications as set forth below in this clause. These certifications shall apply whenever these terms and conditions are incorporated by reference in any Contract, agreement, other contractual document, or any quotation, request for quotation (oral or written), request for proposal or solicitation (oral or written), issued by Haigh-Farr. Contractor shall immediately notify Haigh-Farr of any change of status with regard to these certifications and representations.

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

- (1) Contractor certifies that, to the best of its knowledge and belief, that Contractor and/or any of its Principals, (as defined in FAR 52.209-5,) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
- (2) Contractor shall provide immediate written notice to Haigh-Farr if, any time prior to award of any contract, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.



- (b) **FAR 52.222-22 Previous Contracts and Compliance Reports.** Contractor represents that if Contractor has participated in a previous contract or subcontract subject to Equal Opportunity clause (FAR 52.222-26): (i) Contractor has filed all required compliance reports, and (ii) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.
- (c) **FAR 52.222-25 Affirmative Action Compliance.** Contractor represents: (i) that Contractor has developed and has on file at each establishment, Affirmative Action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (ii) that in the event such a program does not presently exist, Contractor will develop and place in operation such a written Affirmative Action Compliance Program within one-hundred twenty (120) days from the award of this Contract.

HF-PO-022—Right of Access

Haigh-Farr, its Customer, and any relevant regulatory authorities shall have the right to access all areas of Supplier's facility where work under this PO is being performed. Access to all applicable records related to items furnished under this PO shall likewise be made available for review upon request.

HF-PO-023—Non-Conforming Product

Seller shall notify the Haigh-Farr of nonconforming product and obtain Haigh-Farr approval for nonconforming product disposition.

HF-PO-024—Standards of Business Ethics and Conduct

Buyer will conduct its business fairly, impartially, and in an ethical and proper manner. Seller shall conduct its business fairly, impartially, and in an ethical and proper manner and in doing so Seller will adhere to Buyer's published Code of Ethics, which is available at <http://www.vitecgroup.com/AboutUs/Codeofconduct.aspx> or if available Seller's version which is consistent with the terms of Buyer's Code of Ethics. Seller shall not engage in any personal, business or investment activity that may be defined as a conflict of interest, whether real or perceived. If Seller has cause to believe that Buyer or any employee or agent of Buyer has behaved improperly or unethically under this contract, Seller is encouraged to exert reasonable effort to report such behavior when warranted.

HF-PO-025—Material Safety Data Sheets

Supplier shall furnish Material Safety Data Sheets (MSDS) applicable to any items on this purchase order.

HF-PO-026—Supplier Corrective Action Request (SCAR)

When required, the Seller agrees to provide a formal response to all Supplier Corrective Action Requests (SCAR) within the timeframe indicated.

HF-PO-027—DPAS Priority Rating (if applicable)

This may be a rated order certified for National Defense use and you are required to follow all the provisions of the defense priorities and allocation systems regulation. (15 CFR 700). If a priority rating applies it will be so noted on the purchase order.