



132 W. Las Cruces Avenue; Las Cruces, NM 88001

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## PURCHASE ORDER TERMS AND CONDITIONS AND QUALITY REQUIREMENTS

The following **General Terms and Conditions** (GTC) apply to all CALCULEX Purchase Orders (PO) and contracts, unless otherwise noted.

Date Revision:  
**05/01/2018**

**Specific Quality Requirements** (SQR) clauses apply when noted on the Purchase Order.

Clause No. and Effective Date	TITLE
<b>GTC-0</b> <b>02-12-2014</b>	<b>Definitions:</b> <ol style="list-style-type: none"> <li>a. As used herein, "Buyer", "Contractor", "Contracting Officer", and "Government" means CALCULEX, Inc.</li> <li>b. "Seller" and "Subcontractor" means the party identified on the face of this order where applicable unless the context of the clause requires otherwise.</li> <li>c. "Subcontract" means either purchase order or subcontract.</li> <li>d. "Supplies" means all articles, materials, work or service to be furnished by seller under this order.</li> <li>e. "FAR" means, "Federal Acquisition Regulations", dated the same as the corresponding clause in the prime contract.</li> <li>f. "Buyer's Authorized Representation" means the person or persons authorized by Buyer to alter, modify or change the provisions of this order.</li> </ol>
<b>GTC-1</b> <b>02-12-2014</b>	<b>Terms of Payment (General)</b>  Unless otherwise stated, payment terms are net 30 days following date of shipment or invoice, whichever is later, but in no case until shipment is accepted by Buyer.
<b>GTC-2</b> <b>02-12-2014</b>	<b>Terms of Payment (Early Delivery)</b> <ol style="list-style-type: none"> <li>a. CALCULEX Inc. will accept materials from the seller earlier than the requested date.</li> <li>b. CALCULEX, Inc. is not obligated to pay the sellers invoice until net 30 days after the requested date on this Purchase Order or in accordance with payment schedules specified herein.</li> </ol>
<b>GTC-3</b> <b>02-12-2014</b>	<b>Acceptance of Contract</b> <ol style="list-style-type: none"> <li>a. This order becomes the exclusive agreement between the parties for the Supplies, subject to the terms and conditions herein. Any of the following shall constitute Seller's unqualified acceptance of this order;               <ol style="list-style-type: none"> <li>i. Acknowledgement of this order,</li> <li>ii. Furnishing of any Supplies under this order,</li> <li>iii. Acceptance of any payment for Supplies, or</li> <li>iv. Commencement of performance under this order.</li> </ol> </li> <li>b. Additional or different terms or conditions proposed by Seller shall be void and of no effect unless accepted in writing by Buyer.</li> <li>c. No change in, modification of or revision to this order shall be valid unless in writing and signed by Buyer.</li> <li>d. Failure to meet terms and conditions of this Purchase Order may result in delayed payment of invoice, cancellation of order, return of merchandise at Supplier's expense, or reduction in future orders.</li> <li>e. Supplier is required to flow down to sub-tier Suppliers all applicable requirements of the Purchase Order, including key characteristics where required.</li> </ol>



<b>GTC-4</b> <b>02-12-2014</b>	<b>Send Purchase Order Acknowledgement to:</b>  <b>CALCULEX, Inc.</b> Attn: Purchasing Dept. P.O. Box 339 Las Cruces, NM 88004-0339 Phone: 575-524-0131 FAX: 575-524-4744
<b>GTC-5</b> <b>02-12-2014</b>	<b>Send Invoice to:</b>  <b>CALCULEX, INC.</b> Attn: Accounts Payable. P.O. Box 339 Las Cruces, NM 88004-0339
<b>GTC-6</b> <b>06-17-2016</b>	<b>Right of Access</b>  Right of access by CALCULEX, our customer and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain involved in this order and to all applicable records.
<b>GTC-7</b> <b>02-12-2014</b>	<b>Compliance with Laws and Regulation</b>  Supplier warrants that it has been duly authorized to do business in the jurisdiction in which the work is to be performed; that it has obtained at no cost to CALCULEX all necessary and required licenses and permits required in connection with this Purchase Order, and that it will comply fully with all pertinent laws, decrees, regulations, and labor standards of such country or countries during the performance of this Purchase Order.
<b>GTC-8</b> <b>02-12-2014</b>	<b>Quality System</b>  a. The Supplier must maintain a documented Quality System (manual).  b. This documented Quality System must include provisions for the Supplier to manage the competence, awareness, and training of all personnel.  c. CALCULEX reserves the right to request evidence of a documented quality system of the Supplier and applicable sub-tier Suppliers.
<b>GTC-9</b> <b>02-12-2014</b>	<b>Substitutions</b>  The product shipped to CALCULEX must exactly match those shown on the CALCULEX Purchase Order.  a. To ship an alternate or "better than" product, a Supplier must receive prior written authorization from CALCULEX (formal change order to the Purchase Order).  b. Product deviations from the Purchase Order may be rejected at the dock and returned to the Supplier freight collect.
<b>GTC-10</b> <b>02-12-2014</b>	<b>Change in Product and/or Processes</b>  Any change in the product and/or process definition and/or site of manufacture must be made known in advance of shipment to CALCULEX for authorization/approval (also includes changes in ownership and change in quality control procedure).
<b>GTC-11</b> <b>02-12-2014</b>	<b>Amendments</b>  a. Amendments to this order, or CALCULEX Terms and Conditions, shall be set forth in writing, via purchase order change notice, and/or revisions to the purchase order terms and conditions.  b. CALCULEX will consider seller's request for modification of, or exception to, only if such request is made in writing, prior to the acceptance of the order (ref. Clause (GTC-3)).



<b>GTC-12</b> <b>02-12-2014</b>	<b>Price</b> <ul style="list-style-type: none"><li>a. The price as stated on this order covers all goods and services to be provided by the seller as specified in the order.</li><li>b. The price also covers all charges for packaging, containers, and transportation, unless specifically stated otherwise on the face of the order.</li></ul>
<b>GTC-13</b> <b>02-12-2014</b>	<b>Shipment</b> <ul style="list-style-type: none"><li>a. The shipment of goods and services under this order shall be F.O.B. as set forth on the face of the order.</li><li>b. Seller shall follow buyer's instructions regarding method of shipment.</li></ul>
<b>GTC-14</b> <b>02-12-2014</b>	<b>Schedule for Delivery</b> <ul style="list-style-type: none"><li>a. The schedule of delivery in accordance with F.O.B. terms will be the responsibility of the seller.</li><li>b. The seller shall not be held liable for damages resulting from delivery delay due to causes beyond seller's reasonable control.</li><li>c. If the seller does not meet the delivery date as depicted on the face of the order, the buyer may approve a revised delivery schedule, or terminate the order without liability for such termination.</li></ul>
<b>GTC-15</b> <b>02-12-2014</b>	<b>Hazardous Material</b> <p>The seller agrees to furnish the applicable Material Safety Data Sheets (MSDS) with each shipment, for products designated by industry, state, or federal agencies as hazardous material.</p>
<b>GTC-16</b> <b>02-12-2014</b>	<b>Packaging, Protection and Shipment</b> <ul style="list-style-type: none"><li>a. Unless otherwise specified in this order;<ul style="list-style-type: none"><li>i. All packing and packaging shall comply with good commercial practices and applicable carrier's tariffs,</li><li>ii. Supplies shall be prepared for shipment and packaged to prevent damage, or deterioration and to give optimum protection of the supplies during shipment, in plant handling and storage and,</li><li>iii. The price includes all charges for such packing and packaging and for transportation to the F.O.B. point.</li></ul></li><li>b. If the terms of this order require delivery F.O.B. place of shipment, the Seller must at that place;<ul style="list-style-type: none"><li>i. Ship the Supplies,</li><li>ii. Bear the expense and risk of putting them into the possession of the carrier, and</li><li>iii. At its own risk and expense load the Supplies on board.</li></ul></li><li>c. If the terms of this order are based on F.O.B. place of destination, the Seller must at his own expense and risk transport the Supplies to that place and tender delivery of them to the Buyer. The packaging, labeling and shipping of all HAZARDOUS SUBSTANCES, including DANGEROUS MATERIALS, must conform with all applicable international, federal, and state laws and regulations.</li></ul>
<b>GTC-17</b> <b>02-12-2014</b>	<b>Change Notification</b> <p>Where appropriate, supplier shall notify CALCULEX of changes in product and/or process definition where fit, form, or function may be affected.</p>



<p><b>GTC-18</b> <b>02-12-2014</b></p>	<p><b>Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity</b></p> <p>a. If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), 9C), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4303 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may:</p> <ul style="list-style-type: none"><li>(1) Cancel the solicitation, if the contract has not been awarded or issued yet; or</li><li>(2) Rescind the contract with respect to which:<ul style="list-style-type: none"><li>(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either:<ul style="list-style-type: none"><li>(A) Exchanging the information covered by such subsections for anything of value; or</li><li>(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or</li></ul></li><li>(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.</li></ul></li></ul> <p>b. If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.</p> <p>c. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.</p>
<p><b>GTC-19</b> <b>02-12-2014</b></p>	<p><b>Tooling</b></p> <p>a. Tooling furnished by the Buyer shall be maintained indoors.</p> <p>b. The Seller is responsible for ensuring adequate care is utilized to maintain the tooling in good working condition.</p> <p>c. Any damages to this tooling, while in the care of the seller shall be reported to the Buyer in writing.</p> <p>d. The Buyer shall disposition damaged tooling prior to further processing by the Seller.</p> <p>e. Seller rework of Buyer furnished tooling must be authorized in writing.</p>
<p><b>GTC-20</b> <b>02-12-2014</b></p>	<p><b>General Quality Assurance</b></p> <p>a. The supplier shall comply with the CALCULEX quality system requirements as specified by the CALCULEX supplier approval process or purchase order.</p> <p>b. Supplier agrees to implement and maintain the Quality or Inspection System during the performance of this contract.</p> <p>c. Authenticated Certificate of Conformance/Compliance or equivalent is required with each shipment.</p> <p>d. Process suppliers shall furnish a complete Certificate of Conformance (CoC) with each shipment indicating the Purchase Order number, specification number and revision, name of supplier and quantities accepted and rejected.</p> <p>e. Material suppliers shall furnish Chemical/Physical Test Reports with each shipment identifying the applicable specification and revision, actual chemical composition and physical properties, melt, heat, batch, or lot.</p> <p>f. Additional CALCULEX Quality Requirements (QR clauses) apply when referenced by CALCULEX Purchase Order.</p> <p>g. The supplier is not authorized to perform material review action for nonconforming material.</p>
<p><b>GTC-21</b> <b>02-12-2014</b></p>	<p><b>Nonconformance</b></p> <p>Upon acceptance of a CALCULEX purchase order, the supplier agrees that CALCULEX is entitled to reimbursement of CALCULEX labor and material costs associated with seller responsible nonconformance(s) and damage(s).</p>
<p><b>GTC-22</b> <b>07-08-2016</b></p>	<p><b>Records Retention</b></p> <p>Quality records shall be maintained for a minimum of seven (7) years or as otherwise stated in the P.O. After the retention period records shall be permanently disposed by means of shredding or burning of hardcopy and erasure/purging of softcopy.</p>
<p><b>GTC-23</b> <b>02-12-2014</b></p>	<p><b>Notification of Nonconformance</b></p> <p>The supplier shall obtain approval for nonconforming product disposition and notify CALCULEX of changes in product and/or process, changes of suppliers, change of manufacturing facility location and, where required, obtain organization approval, and flow down to the supply chain the applicable requirements.</p>



<b>GTC-24</b> <b>02-12-2014</b>	<b>Identification and Traceability</b> <ul style="list-style-type: none"><li>a. CALCULEX requires that all purchased products, including raw materials and packaging, are clearly identified by part number, trade name, or chemical name.</li><li>b. Lot numbers and/or batch numbers must be clearly designated on the delivery paperwork.</li><li>c. Date of Manufacture and Shelf Life/Expiration Date must also be clearly labeled on all products that have a shelf life as well as on corresponding paperwork.</li></ul>
<b>GTC-25</b> <b>02-12-2014</b>	<b>Delivery Paperwork</b> <ul style="list-style-type: none"><li>a. Delivery paperwork at a minimum must include a packing slip and any other paperwork designated on the Purchase Order.</li><li>b. All raw materials must be accompanied by a written Certificate of Analysis (COA) and Material Safety Data Sheet (MSDS) regardless of whether the Purchase Order specifies these documents.</li><li>c. All written paperwork must be received in order for a Purchase Order to be considered fulfilled.</li><li>d. Failure to submit required paperwork – i.e. MSDS, CoA – to CALCULEX within 24 hours of delivery may result in payment being held.</li><li>e. If such paperwork does not exist, a written statement must be supplied to that effect with each order and sent via fax or e-mail to CALCULEX or attached with the packaging paperwork.</li><li>f. Items delivered without required documentation will not be received and may be returned at shipper expense.</li><li>g. CALCULEX may return products at the Supplier's cost if acceptable required documentation is not received within 3 business days after delivery.</li><li>h. Failure to provide the required paperwork will jeopardize the Supplier's performance rating.</li></ul>
<b>GTC-26</b> <b>02-12-2014</b>	<b>Shelf Life</b> <p>In cases of materials with expiration dates, at least 85% of shelf life is required upon delivery unless otherwise agreed upon or specified.</p>
<b>GTC-27</b> <b>02-12-2014</b>	<b>Over Shipments</b> <ul style="list-style-type: none"><li>a. No over shipments will be accepted without prior written authorization from the Buyer (formal change order to the PO).</li><li>b. The quantity set forth in the Purchase Order is the contract quantity.</li><li>c. Without authorization, the overage portion of the shipment may be returned freight collect.</li></ul>
<b>GTC-28</b> <b>02-12-2014</b>	<b>Under Shipments</b> <ul style="list-style-type: none"><li>a. Exact quantity on PO is required. No under shipments allowed unless authorized by CALCULEX prior to shipment.</li><li>b. If quantity cannot be met, then the Buyer must be notified in writing prior to order fulfillment.</li><li>c. This notification must include the cause for the quantity discrepancy.</li><li>d. CALCULEX will choose at that time whether to allow the Purchase Order to be amended to reflect the new approved quantity or whether the Purchase Order needs to be cancelled.</li></ul>
<b>GTC-29</b> <b>02-12-2014</b>	<b>Partial Shipments</b> <ul style="list-style-type: none"><li>a. Partial shipments may be authorized if the Buyer is contacted by the Supplier prior to shipment and subject to the Buyer's agreement that a partial order will be allowed.</li><li>b. Partial shipments are only authorized in cases where a verified Purchase Order fulfillment date is given to the Buyer by the Supplier.</li><li>c. If the Partial Shipment is not fulfilled by the verified Purchase Order fulfillment date, then the Buyer reserves the right to return the already delivered product at the Supplier's expense for a full refund.</li><li>d. Partial shipments are never allowed in cases where the Purchase Order states that "Partial shipments will not be accepted".</li></ul>



<p><b>GTC-30</b> <b>02-12-2014</b></p>	<p><b>Supplier Requirement to Notify Buyer</b></p> <ul style="list-style-type: none"><li>a. The Supplier shall immediately notify the Buyer in writing whenever a verbal or written change request has been received from a representative of the Buyer's organization other than the Purchasing Agent.</li><li>b. This includes any change request that affects any aspect of the current Purchase Order including – but not limited to – existing terms and conditions, costs, items ordered, specifications on the items ordered, or schedule of delivery.</li><li>c. Only the Buyer has the authority to make a change to the Purchase Order.</li></ul>
<p><b>GTC-31</b> <b>02-12-2014</b></p>	<p><b>Quality Control and Inspection</b></p> <ul style="list-style-type: none"><li>a. <u>Quality System</u>: The Seller shall provide and maintain a Quality Control system acceptable to the Buyer. During the performance of this order, the Seller's Quality Control, Inspection System, and Manufacturing Process are subject to review, verification, and analysis by Buyer and Buyer's Authorized Representatives.</li><li>b. <u>Inspection, Verifications</u>: All Supplies ordered may be subject to<ul style="list-style-type: none"><li>i. Inspection, verification or testing during the period of manufacture, inspection or verification prior to shipment, and</li><li>ii. Final inspection and acceptance at destination, notwithstanding any prior payment or inspection and acceptance. Such inspection and verification rights shall extend to the Government if a Government prime contract appears on the face of this order.</li><li>iii. If any inspection or test is made on the premises of Seller or its lower-tier suppliers, the Seller shall, without additional cost, provide and shall require its lower-tier suppliers to provide all reasonable facilities and assistance for the safety and convenience of the Buyer and Government inspectors in the performance of their duties.</li></ul></li><li>c. <u>Rejected Supplies</u>: The Buyer may reject and hold at Seller's expense, subject to Seller's reasonable disposal instructions, Supplies which do not conform to applicable specifications, drawings, samples or descriptions or which are defective in material, workmanship or design unless such design is Buyer's detailed design.  If within fifteen (15) days after Buyer has notified Seller of the rejected Supplies, Seller has not provided Buyer with reasonable disposition instructions including agreement to pay expenses incurred by Buyer, Buyer may at his option continue to hold the rejected Supplies at Seller's expense, or return them to Seller's facility at Seller's expense.  Without limiting any other rights the Buyer may have, the Buyer at its option may require Seller<ul style="list-style-type: none"><li>i. To rework or replace at Seller's expense any Supplies or items thereof which fail to meet the requirements of this order, or</li><li>ii. To refund the price of any such item. Previously rejected Supplies reworked to specifications, or replaced shall not be retendered to Buyer by Seller unless notification of such past rejection is submitted with the retender and Buyer has consented to such retender.</li></ul></li></ul>
<p><b>GTC-32</b> <b>02-12-2014</b></p>	<p><b>Warranties</b></p> <ul style="list-style-type: none"><li>a. The Seller warrants that all Supplies ordered will, at the time of delivery;<ul style="list-style-type: none"><li>i. Be free from defects in materials or workmanship,</li><li>ii. Conform with drawings, specifications, samples and/or other descriptions and requirements of this order, and</li><li>iii. Unless of Buyer's detailed design, be free from design defects,</li><li>iv. Without limitations of any rights which the Buyer may have by law by reason of any breach of these warranties or other terms of this order, Supplies ordered and delivered which are not as warranted may, at any time within six (6) months after delivery or as otherwise stated in this order, or attachments hereto, be returned at the Seller's expense for remedy by correction or replacement or credit as the Buyer may direct.</li><li>v. Supplies required to be reworked or replaced shall be subject to the provisions of this clause and the clause herein entitled "Quality Control and Inspection". (Clause GTC-31)</li><li>vi. All warranties shall run to Buyer and its customers.</li></ul></li></ul>



<p><b>GTC-33</b> <b>02-12-2014</b></p>	<p><b>Indemnification</b></p> <p>a. In the event Seller, its officers, employees, agents or subcontractors at any tier enter premises occupied by or under the control of the Buyer, the Government or third parties in the performance of this order, the Seller shall defend, indemnify, and hold harmless the Buyer, its officers, employees and agents from any claim, suit, loss, cost damage, expense (including attorney's fees), or liability by reason of property damage or personal injury (including death) to any person, including the Seller's employees, of whatsoever nature or kind arising out of, as a result of, or in connection with such performance occasioned in whole or in part by the actions or omissions of the Seller, its officers, employees, agents or subcontractors at any tier.</p> <p>b. The Seller shall take all precautions necessary, special or otherwise, and shall be responsible for compliance with all Federal, State and local safety laws in the performance of work hereunder.</p> <p>c. Without in any way limiting the foregoing undertakings, the Seller and its subcontractors at any tier shall maintain public liability and property damage insurance in reasonable limits covering the obligations set forth and shall maintain proper Worker's Compensation Insurance covering all employees performing this order.</p>
<p><b>GTC-34</b> <b>02-12-2014</b></p>	<p><b>Patent Rights, Patent Application, Royalty Information</b></p> <p>a. <u>Patent Rights</u>: This Purchase Order includes by this reference a patent rights clause containing all provisions of the Patent Rights Clause contained in Buyer's contract under which this Purchase Order is let to the extent said Buyer's contract requires such clause or grant of patent rights to be included in subcontracts of this nature; and, the Seller grants to the Buyer and the Government all such Patent Rights on the material to be delivered hereunder as is required in such Patent Rights Clauses to be given to the Government or as is otherwise elsewhere set forth herein.</p> <p>b. <u>Filing of Patent Applications</u>: The clause entitled "Filing of Patent Applications" set forth in FAR 52.227-10 is incorporated herein by reference and shall be applicable if this Purchase Order is classified or to the extent this Purchase Order covers classified subject matter.</p> <p>c. <u>Royalty Information</u>: The Seller warrants that the total price of this Purchase Order does not include costs of charges for royalties totaling more than \$250.00 unless the Seller has made full disclosure thereof prior to the letting of this Purchase Order. The degree of such disclosure shall be governed by FAR 52.227-6 incorporated herein by reference.</p>
<p><b>GTC-35</b> <b>02-12-2014</b></p>	<p><b>Right-In-Data</b></p> <p>This Purchase Order includes by reference a Data Clause containing all of the provisions of the Data Clause contained in the Buyer's contract under which this contract is let; and, the Seller grants to the Buyer and the Government all such rights in the Data delivered here under as is provided in such Data Clause to be given to the Government or as is otherwise specified herein.</p>
<p><b>GTC-36</b> <b>02-12-2014</b></p>	<p><b>Patent Indemnity, Trademarks and Copyrights</b></p> <p>a. To the extent that the Supplies are produced to detailed designs not originated and furnished by the Buyer or by a process or method, the use of which is not specifically directed by the Buyer, the Buyer shall have no responsibility to Seller for patent infringement.</p> <p>b. And the Seller guarantees that the sale or use of such Supplies or the use of such process or method hereunder will not infringe any United States or Foreign patents, trademarks or copyrights.</p> <p>c. The Seller shall defend, indemnify and hold the Buyer and its customers harmless from any loss, cost, damage, expense (including attorney's fees) or liability which may be incurred on account of infringement or alleged infringement of patent rights, trademarks or copyrights with respect to such Supplies, and defend, at its own expense, any action or claim in which such infringement is alleged by third parties, provided Seller is notified of such actions or claims against the Buyer.</p>



<b>GTC-37</b> <b>02-12-2014</b>	<b>Changes</b> <ul style="list-style-type: none"><li>a. The Buyer may at any time by written notice and without notice to sureties or assignees, make changes within the general scope of this order in any one or more of the following:<ul style="list-style-type: none"><li>i. Drawings, designs or specifications,</li><li>ii. Methods of shipping or packing,</li><li>iii. Place of inspection acceptance or point of delivery, and</li><li>iv. Delivery schedule.</li></ul></li><li>b. Should any such change increase or decrease the cost of or the time required for performance of this order, an equitable adjustment may be requested by the Seller or the Buyer in price, or delivery schedule, or both.</li><li>c. No request by the Seller for adjustment will be valid unless submitted to the Buyer in a form acceptable to Buyer within twenty-five (25) days from the date of such change, and shall be accompanied by an estimate of charges for redundant material or work in process, if any.</li><li>d. Should any change cause, or result in, redundant material or work in process, any claim covering such redundant material or work in process, must be submitted within six (6) months from the date of receipt of written notification of the change.</li><li>e. The Seller agrees that its failure to submit such claim or claims within the applicable time period shall constitute a waiver thereof unless the Seller requests in writing prior to expiration of the applicable time period that a time extension for filing its claim or claims be granted by the Buyer.</li><li>f. Any such extensions, if approved, shall be effective only if authorized in writing by the Buyer.</li><li>g. Prior to final settlement of any timely filed claim or claims, the Seller may submit revisions to such claim or claims provided that such revisions do not introduce different areas of cost or claim elements.</li><li>h. The Buyer's engineering and technical personnel may, from time to time, render assistance to the Seller concerning the supplies to be furnished pursuant to this order.</li><li>i. No change order will be binding unless issued in writing by the Buyer's Authorized Representative.</li><li>j. Nothing contained in this clause shall relieve the Seller from proceeding without delay in the performance of this order as changed.</li></ul>
<b>GTC-38</b> <b>02-12-2014</b>	<b>Items Furnished by the Buyer</b> <ul style="list-style-type: none"><li>a. Any designs, tools, patterns, drawings and other data, as well as materials and equipment supplied by the Buyer to the Seller, shall remain the sole property of the Buyer.</li><li>b. Said dies, tools and patterns used in the manufacture of articles shall be furnished by and at the expense of the Seller.</li><li>c. However, the Buyer has the option at any time to reimburse Seller's cost for the lot or any part of said dies, tools and patterns, and become the owner and entitled to possession of same.</li></ul>
<b>GTC-39</b> <b>02-12-2014</b>	<b>Design Rights</b> <p>The Buyer retains all rights in designs and drawings furnished the Seller in confidence in connection with this order, and no such design or drawings shall, without the Buyer's written permission, be disclosed to others or be incorporated in, or used in connection with, goods furnished to others.</p>



<p><b>GTC-40</b> <b>02-12-2014</b></p>	<p><b>Termination – Stop Work</b></p> <ul style="list-style-type: none"><li>a. This order may be terminated by the Buyer:<ul style="list-style-type: none"><li>i. <u>For convenience.</u> The clause set forth in FAR 52.249.4 is by reference incorporated herein.</li><li>ii. <u>For default.</u> The clause set forth in FAR 52.249.8 is by reference incorporated herein.</li><li>iii. <u>For insolvency.</u> In the event of the institution of any proceedings by or against Seller in bankruptcy or insolvency under any provisions of the Bankruptcy Act or for the appointment of a receiver or trustee or an assignment for the benefit of creditors of the Seller, the Buyer may terminate this order under the provisions of section 1.a. (For Convenience) of this clause.</li></ul></li><li>b. For the purpose of stopping work under this order, the clause set forth in FAR 52.212.13 is by reference incorporated herein.</li><li>c. For the purpose of this Clause GTC-40, in the clauses of the FAR incorporated by reference, the terms "Government" and "Contracting Officer" shall mean Buyer; the term "Contract" shall mean this order; and the term "Contractor" shall mean Seller, and further, the provisions of said clauses incorporated herein by reference which provide that a failure to agree shall be a dispute within the meaning of the Government contract clause entitled "Disputes" shall have no force, or effect.</li><li>d. The Seller shall not include in any claim submitted hereunder any cost of design engineering or development of any cost for special tooling or special test equipment, unless specifically ordered by the Buyer as a separate item of work separately priced, notwithstanding any provision of the FAR to the contrary.</li><li>e. The Seller agrees that its failure to submit such claims within the applicable time period shall constitute a waiver thereof unless the Seller requests in writing prior to expiration of the applicable time period that a time extension for filing its claim or claims be granted by the Buyer. Any such extensions, if approved, shall be effective only if authorized in writing by the Buyer.</li><li>f. Prior to final settlement of any timely claim or claims, the Seller may submit revisions to such claim or claims provided that such revisions do not introduce different areas of costs or claim elements.</li></ul>
<p><b>GTC-41</b> <b>02-12-2014</b></p>	<p><b>Labor Warranty</b></p> <p>The Seller represents and warrants that materials and products herein ordered have been and will be manufactured or furnished by the Seller in accordance with applicable provisions, stipulations and laws relating to employment of labor, including, but not limited to the Service Contract Act of 1965.</p>



<b>GTC-42</b> <b>02-12-2014</b>	<b>Taxes</b> <p>Unless otherwise indicated in this Purchase Order, the prices herein include all applicable Federal, State and local taxes, tariffs, excises, or duties levied or assessed upon the sale of the products or services covered by this Purchase Order.</p>
<b>GTC-43</b> <b>02-12-2014</b>	<b>Statutes and Regulations</b> <ol style="list-style-type: none"> <li>a. To the extent applicable under the appropriate statute or regulation and the Buyer's contract under which this Purchase Order is let, this Purchase Order and any subcontract let hereunder is subject to the following statutes/clauses of the Federal Acquisition Regulations (FAR) of which are incorporated herein by reference.</li> <li>b. When the word Government appears it shall be deemed to be "CALCULEX, Inc. and Buyer".</li> <li>c. Wherever the word Contractor appears, it shall be "Seller".</li> <li>d. Wherever the words "Contracting Officer" appear it shall mean "Buyer".</li> <li>e. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (Apr.84) - This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the buyer will make their full text available. Full text is also available at <a href="http://acquisition.gov/far">http://acquisition.gov/far</a>.             <ol style="list-style-type: none"> <li>1. 52.202-1 Definitions (Jul 2004)</li> <li>2. 52.203-3 Gratuities (Apr.84)</li> <li>3. 52.203-5 Covenant Against Contingent Fees (Apr.84)</li> <li>4. 52.212-8 Priorities, Allocations and Allotments (Apr.84)</li> <li>5. 52.213-13 Stop-Work Order (Apr.84)</li> <li>6. 52.215-24 Subcontracting Cost or Pricing Data (Apr.84)</li> <li>7. 52.222-3 Convict Labor (Apr.84) (not used when Walsh-Healey Public Contract Act applies, or when contract is with Federal Prison Industries)</li> <li>8. 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation – General (Apr.84) (over \$2,500)</li> <li>9. 52.222-20 Walsh-Healey Public Contracts (Apr.84) (over \$10,000)</li> <li>10. 52.222-26 Equal Opportunity (Apr.84) (over \$10,000)</li> <li>11. 52.222-26 Equal Opportunity – Alternate I (Apr.84) (over \$10,000)</li> <li>12. 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (Apr.84) (over \$10,000)</li> <li>13. 52.222-36 Affirmative Action for Handicapped Workers (Apr. 84) (over \$2,500)</li> <li>14. 52.225-3 Buy American Act – Supplies (Apr.84)</li> <li>15. 52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts</li> <li>16. 52.233-1 Disputes – Alternate I (Apr.84)</li> <li>17. 52.245-92 Liability For Government Property (Jul.85)</li> <li>18. 52.245-5 I Government Property (Cost –Reimbursement)</li> <li>19. 52.246-25 Limitations of Liability (Apr.84) (Service Contracts over \$25,000)</li> </ol> </li> </ol>
<b>GTC-44</b> <b>05-01-2018</b>	<p>The seller agrees to follow a code of ethics and business conduct, best practices for enhancing product safety, and will maintain compliance with all laws and regulations applicable to your operation of business.</p>
<b>QUALITY REQUIREMENTS</b>	
<b>SQR-0</b> <b>02-12-2014</b>	<b>Right of Approval</b> <p>CALCULEX reserves the right of final approval of product, procedures, processes and equipment.</p>



<p><b>SQR-1</b> <b>02-12-2014</b></p>	<p><b>Quality System</b></p> <ul style="list-style-type: none"> <li>a. The supplier shall be certified to ISO 9001:2008, AS9100, or AS9120, as applicable (design and servicing excluded).</li> <li>b. Supplier must notify CALCULEX of any changes to certifications.</li> </ul>
<p><b>SQR-2</b> <b>02-12-2014</b></p>	<p><b>Flow Down Requirements</b></p> <p>The supplier shall flow down to the supply chain any applicable CALCULEX requirements as defined in the purchasing documents (Purchase Order, Terms and Conditions, etc.)</p>
<p><b>SQR-3</b> <b>02-12-2014</b></p>	<p><b>Calibration System</b></p> <p>The supplier and supplier subcontractors shall meet and maintain a Calibration System in compliance with calibration system requirements of ISO 10012 or ANSI z540-3-2006</p>
<p><b>SQR-4</b> <b>02-12-2014</b></p>	<p><b>Inspections</b></p> <ul style="list-style-type: none"> <li>a. CALCULEX Source Inspection and/or Customer Verification are required at supplier facility prior to shipment.</li> <li>b. A supplier inspection stamp shall be placed on the supplier shipper to indicate successful inspection.</li> <li>c. For On-Site CALCULEX Inspections, CALCULEX must be contacted at least 48 hours prior to shipment from supplier facility, or within sufficient time to arrange travel to supplier's facility.</li> </ul>
<p><b>SQR-5</b> <b>02-12-2014</b></p>	<p><b>Government Source Inspection (GSI)</b></p> <ul style="list-style-type: none"> <li>a. GSI may be required at the supplier's facility prior to shipment.</li> <li>b. The Supplier shall contact CALCULEX and applicable government representative to arrange for government acceptance prior to shipment from the supplier's facility.</li> </ul>
<p><b>SQR-6</b> <b>02-12-2014</b></p>	<p><b>First Article Inspection</b></p> <ul style="list-style-type: none"> <li>a. The supplier shall perform and document a complete First Article Inspection Report (FAIR) in accordance with AS9102 <i>latest</i>.</li> <li>b. One copy of supplier FAIR will be furnished to CALCULEX along with the first shipment for this PO/contract.</li> </ul>
<p><b>SQR-7</b> <b>02-12-2014</b></p>	<p><b>Variation Management</b></p> <p>The supplier shall implement and maintain a Variation Management Control program and/or a Key Characteristics (KC) Control program acceptable to CALCULEX.</p>
<p><b>SQR-8</b> <b>02-12-2014</b></p>	<p><b>Inspection Report</b></p> <ul style="list-style-type: none"> <li>a. The supplier shall provide an Inspection Report (IR) identifying engineering requirements and actuals.</li> <li>b. Format will include design characteristics included in AS9102 First Article Inspection documentation.</li> <li>c. Use of the supplier or CALCULEX Inspection Report is acceptable if all AS9102 elements are included on report.</li> <li>d. One copy of the inspection report shall be furnished to CALCULEX representing each manufacturing lot.</li> </ul>
<p><b>SQR-9</b> <b>02-12-2014</b></p>	<p><b>100% Inspection</b></p> <p>The supplier shall perform 100% inspection of the CALCULEX noted characteristics, a record of the inspection results shall be provided to CALCULEX; sampling inspection is not allowed.</p>
<p><b>SQR-10</b> <b>02-12-2014</b></p>	<p><b>Counterfeit Parts Control</b></p> <p>The Seller shall maintain a Counterfeit Parts Control Plan effectively mitigating risk of supplying counterfeit parts and require the same of their sub-tier contractors</p>
<p><b>SQR-11</b> <b>02-12-2014</b></p>	<p><b>CCAP-101</b></p> <p>The Seller shall maintain a Counterfeit Components Avoidance Program compliant with CCAP-101 and require the same of their sub-tier contractors</p>



<b>SQR-12</b> <b>02-12-2014</b>	<b>AS5553</b>  The Seller shall maintain a Counterfeit Electronic Parts; Avoidance, Detection, Mitigation and Disposition plan compliant with AS5553 and require the same of their sub-tier contractors
<b>SQR-13</b> <b>02-12-2014</b>	<b>Conflict Minerals</b>  Compliance with Section 1502 of the Dodd-Frank Act 2010 for Conflict Minerals is required.
<b>SQR-14</b> <b>02-12-2014</b>	<b>Specialty Metals Clause</b>  The seller agrees not to incorporate into any article to be delivered under this Purchase Order specialty metals melted outside the United States, its possessions, Puerto Rico or qualifying countries as defined in DFARS 225.003(10).
<b>SQR-15</b> <b>02-12-2014</b>	<b>Diminishing Manufacturing Sources and Material Shortages (DMSMS)</b>  The Seller shall notify CALCULEX of any pending or future action to discontinue parts or services on this Purchase Order.
<b>SQR-16</b> <b>02-12-2014</b>	<b>Special Quality Requirements</b>  The supplier shall comply with the CALCULEX Special Quality Requirement noted on applicable CALCULEX Purchase Order (As defined by CALCULEX at time of issuing Purchase Order).
<b>SQR-17</b> <b>02-12-2014</b>	<b>Export/Import/ITAR Compliance</b>  a. Warning: Information furnished to the seller under this purchase contract may contain data subject to U.S. Export Laws and Regulations.  b. The Seller is advised that such data may not be exported or re-exported to foreign persons, employed by or associated with, or under contract to seller or seller's lower-tier suppliers, without the prior written consent of CALCULEX, Inc., and under the authority of an export license or applicable license exemption.  c. If such data is marked as export controlled, the seller shall indemnify and hold the buyer harmless from and against any and all claims, liabilities and expenses resulting from the sellers' failure to comply with the Export Laws and Regulation of the United States.
<b>SQR-18</b> <b>02-12-2014</b>	<b>IPC-A-610 Class II Specification</b>  The Seller is required to produce the article to be delivered under this Purchase Order in accordance with the latest revision of IPC-A-610 Class II specification unless specified differently in the Purchase Order.
<b>SQR-19</b> <b>02-12-2014</b>	<b>IPC-A-610 Class III Specification</b>  The Seller is required to produce the article to be delivered under this Purchase Order in accordance with the latest revision of IPC-A-610 Class III specification unless specified differently in the Purchase Order.



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