

PURCHASE ORDER CLAUSES (ORACLE)

Revised: 01/03/2008
Owner: Central Data

20% OPTION (OPT 20)

The total quantity of this purchase order may be increased during performance of said contracts, at the same price, but may not exceed 20% of the total quantity authorized.

BLANKET PURCHASE ORDER (BPL)

This order has been released as a blanket purchase order. The supplier will receive subsequent releases that will confirm the shipping schedule for this order. All shipments against these releases must meet the requirements specified in the blanket purchase order. Subsequent releases will have the same order number as the blanket purchase order. Except it will be sequentially increased by one for each release, (i.e blanket P.O. number: PBA020000: releases; PBA020001. PBA020001, etc.).

BYRD AMENDMENT CLAUSE - ATTEMPTING TO INFLUENCE AN OFFICER OR AN EMPLOYEE (BAC)

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee or a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form-III, "disclosure form to report lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements).

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

BUYER'S OBLIGATION (B06)

1. Seller is authorized to ship and bill against release only.
2. Seller may accept releases from, and ship to buyer's plants only as authorized herein. Delivery of, or services ordered by anyone other than specifically authorized herein shall be at seller's risk.
3. There will be no changes in pricing of this order unless authorized in writing by buyer.
4. Vendor to invoice each line item exactly as shown on purchase order/release to insure prompt payment. Invoice must show vendor name. Purchase order number, release number, item number, part number and quantity shipped, and price.
5. The total amount obligated hereunder and available for payment is shown on the face of this order. Such amount may not be exceeded unless and until increased by buyer in writing. If at any time seller has reason to believe that said amount is insufficient to complete performance, seller shall promptly notify buyer.

BUYER'S OBLIGATION-2 (B07)

General Dynamics Land Systems Division reserves the right to cancel this purchase order at any time, upon thirty (30) days notice, written or verbal, prior to the date on which termination shall become effective, and/or immediately, with due cause. Verbal cancellations will always be followed by written confirmation of said cancellation.

COMMUNICATION (PBE)

All communication regarding this purchase order should be directed to the GDLS buyer.

CONTRACT TEMPLATE (TQR)

Contracts are assigned as follows:

Alias Segment WBS Priority Rating

The approximate forecasted quantity of parts to be released per >>>> is >>>> pieces starting >>>>> thru >>>>>.

These releases will be subject to a 20% increase or decrease in quantity.

Releases will be generated and mailed approximately 4 weeks prior to “due on dock” date. These dates may show some variation due to scrap rate, returns, manufacturing schedule changes etc.

Suppliers must be prepared to support GDLS delivery requirements with as little as seven (7) days notice.

DETAILED QUALITY CLAUSE LANGUAGE (WEB)

The detail language for the quality requirements can be found in the General Dynamics website on the World Wide Web address <http://www.gdls.com> under the procurement button.

HAZARDOUS MATERIAL CLAUSE (HMC)

A current material safety data sheet for all hazardous products must be on file with general dynamics land systems health and safety department. If supplier changes manufacturing for this product or is shipping this product for the first time, a current material safety data sheet must be provided by supplier to GDLS health and safety prior to shipment. Additionally, all initial shipments of hazardous materials must include a copy of the current material safety data sheet.

HEX CHROM (H2C)

The contract between us tank automotive and armaments command (tacom) and GDLS for the provision of an interim armored chromium vehicle (IAV) to the US Army prohibits the use of hexavalent chromium. No cadmium plated parts or fasteners, other than electrical connectors, are permitted to be incorporated into any component.

All GDLS parts that are chemical agent resistant coating (CARC) painted were originally prepared in accordance with mil-t-704. This military standard authorizes vinyl wash primers containing HC (dod-p-15328 and mil-p-8614) as one of a number of pre-treatments for ferrous and aluminum parts. This standard also allows the use of chromated chemical conversion pre-treatment (per mil-c-5541. class 1a) for aluminum parts

Mil-t-704 is now replaced by mil-c-530772. All parts are to be painted in accordance with mil-c-53072 with the exception of the application of hexavalent chromium based pre-treatments.

GDLS will no longer accept parts utilizing vinyl primers or chemical conversion finishes that contain HC for the BCT IAV program. Your company shall eliminate the use of the subject vinyl wash primer and/or conversion finishes from its paint process. The process for each material is defined as follows:

- * High Hard - abrasive blast, prime and paint per specification (omit the use of Vinyl wash primer)
- * Mild Steel - Mild Steel – zinc phosphate, prime and paint per specification.
- * Aluminum - alodine 5200 or alodine 5700, prime and paint per specification*.
- * Stainless Steel - omit both wash primer and paint, or passivate, prime and paint as specified.

(*) Aluminum parts used for electrical applications, where conductive surface is required for bonds & grounds, may use chemical conversion finish per mil-c-5541. class 3, only when specifically specified and pre-approved by GDLS. Then prime and paint per specification.

MASTER ORDER (MO1)

Master order for approximately 65-100% of General Dynamics Land Systems Division requirements commencing and expiring on the dates shown on the face of this order. This purchase order is automatically cancelled at no cost to General Dynamics Land Systems Division if no releases are issued under this order during any twelve month period.

General Dynamics Land Systems Division reserves the right to cancel this purchase order at any time after release has been issued with thirty (30) days notice, written or verbal, prior to the date on which termination shall become effective and/or immediately, with due cause.

MILITARY STANDARD PROCEDURE (MSP)

Supplier shall furnish military standard hardware to the drawing revision level contained in the technical data package. If no revision level is specified, parts must be supplied to the latest revision level established by government agencies as of the date of this purchase order.

NO CHANGE CLAUSE (NCG)

Seller shall make no change in design, materials, manufacturing location, manufacturing processes, or sources of supply, after buyer's acceptance of the first production test item or after acceptance of the first completed end item, without the written approval of the buyer.

For Electrical Components:

The **approval of the buyer** will **not** be required for the seller to make changes in the source of supply of component parts which are classified as “**Passive Components**” so long as such supply source changes do not affect form, fit, function, quality, reliability or safety of the end item.

NOT TO EXCEED ORDERS (NYU)

Prices stated herein are ceiling prices subject to downward only adjustment resulting from buyer's or U.S. government's audit review of seller's cost and pricing data and subsequent final negotiation.

All other unit prices contained within the body of this purchase order are also not to exceed (NTE) ceiling prices subject to the same audit/negotiation and shall also be adjusted as required upon contract pricing definitization. Seller agrees to submit such data in form and detail acceptable to buyer not later than thirty (30) days from the date of this purchase order, pending final agreement of price. The amount allocated unless increased by the buyer in writing. Final price agreement will be set forth in a purchase order change hereto no later than 180 days from date hereof.

Conversion of not to exceed price to a firm fixed price automatically cancels this clause

Schedule for Definitization
Submission of Price Proposal
Audit
Commence Negotiations
Target Date for Price Definitization

Unit pricing for the total quantity authorized shall be determined by straight line interpolation in accordance with the quantity/price schedule below.

PACKAGING REQUIREMENTS (PQR)

Unless otherwise expressed on the purchase order or in related technical data. Packaging and identification requirements shall be in accordance with attachment F of bidders instructions.

In an effort to better manage inventory, Suppliers are required to package and ship in lots of 12 vehicle sets. If this requirement is deemed to be impractical, you must coordinate an alternative approach with the GDLS buyer and this contract must be modified accordingly.

PACKING SLIP CLAUSE (PCS)

All shipments must be accompanied by a packing list stamped by an approved GDLS inspection delegate. Unauthorized (unstamped) shipments received will be returned at supplier's expense!

PAPERLESS PURCHASE ORDERS (PPO)

Please register on GDLS website to receive paperless quotations and or paperless purchase order awards. GDLS will no longer process manual purchase orders/quotations. For registration information, log on to GDLS Website [HTTP://www.gdls.com](http://www.gdls.com).

PART INDICATOR (PID)

The parts ordered hereunder are to be marked in accordance with Form #4135603. Attached here to. In the event "the blueprint breakdown sheet" requires "piece mark" per 2601001. The attached instructions hereby supersede and replace document #2601001. In the event the price of this order was based on existing tooling and such tooling must be modified to enable marking per this new requirement. Seller is to advise within 30 days from receipt of this Purchase Order the cost to modify tooling. Buyer agrees to adjust the price of this Purchase Order to incorporate a reasonable charge for tooling modification if required.

PROGRESS PAYMENTS (PP4)

Progress payments in accordance with DFAR 232.501-1 are authorized for the contracts and quantities listed below:

Contract No. Quantity

Within 30 days after receipt of this order. Seller shall submit in writing, a billing forecast schedule to the buyer of the estimated progress billings for each contract, by month, for the duration of the order. Any revisions to the original schedule must have the approval of the GDLS procurement and material finance. Failure to submit schedules promptly or substantial deviations to the schedule for all contracts and quantities listed above will delay payment. Only those invoices for progress payments must be supported by an SF1443 for each contract

PURCHASE ORDER DELIVERY SCHEDULE (PDS)

Purchase order delivery schedules must be strictly adhered to. Early/late and/or over/under shipments to scheduled deliveries will not be tolerated. Any deviation to this policy, unless authorized by General Dynamics Procurement Personnel, will result in material being returned at the supplier's expense. General Dynamics Land Systems division does not recognize any "Industry Shipping Tolerances".

PURCHASE ORDER INVOICE (PS2)

Vendor to invoice each line item exactly as shown on Purchase Order/Release to insure prompt payment. Invoice must show: Vendor name, Purchase Order Number/Release, Line Item Number, Part Number, Quantity Shipped and Price.

PURCHASE ORDER TEXT (PO TEXT)

Purchaser agrees to purchase and seller agrees to furnish the supplies or services described below in accordance with the terms and conditions on the face hereof.

This is a rated order for national defense use, and you are required to follow all the provisions of the defense priorities and allocations system regulation (15 CFR Part 700). Supplier is required to place rated orders with sub-tier suppliers for items needed to fill this order.

PURCHASER/SELLER AGREEMENT (PO TEXT 2)

Purchaser agrees to purchase and seller agrees to furnish the supplies or services described below in accordance with the terms and conditions on the face hereof.

RECEIVING ACCEPTANCE RATE (RAR)

GDLS suppliers are expected to make the necessary commitments to achieve and maintain a 100% acceptance rate. In the event a supplier fails to maintain this rate, GDLS may elect to terminate the supplier's delegation privileges and recall or suspend the inspection delegate stamps. GDLS may also begin termination for default proceedings in accordance with paragraph 14 of the purchasing order terms and conditions (84-005-0807).

ROUTING CLAUSE (RTE)

For complete freight routing instructions please go to the General Dynamics Land Systems website at www.gdls.com. Click on Procurement, then click on transportation routing instructions/routing guide. If you have freight routing questions, please forward them to 'traffic@gdls.com'.

SCHEDULE ADJUSTMENT CLAUSE (SAC)

General Dynamics Land Systems division (GDLS) reserves the right to adjust each delivery schedule date in or out by up to four (4) weeks (30 calendar days) from the scheduled on dock need date. Notification by GDLS will be released no later than 60 days prior to the delivery date impacted.

TERMS AND CONDITIONS (DTC3)

This order is subject to the terms and conditions listed on GDLS Form 84-005-807, 0808 and 0809 in effect of the date of this order. Terms and conditions can be found at <http://procurement.gdls.com>.

TERMS AND CONDITIONS FCS (DTC 4)

government-owned property in the possession of the suppliers/subcontractors" These instructions are available on the GDLS website at www.gdls.com/procurement/instructions for control of government owned property in the possession of suppliers/subcontractors.

TECHNICAL DATA (ELR)

Technical Data furnished by buyer to seller. In order to facilitate seller's execution of this purchase order is governed by the U.S International Traffic in Arms Regulations (ITAR) section 124.13. If technical data is to be exported. A state department export license will be requested by the buyer/GDLS contracts department. When this is received, the appropriate license will be lodged with

the customs department and the license # will be furnished to your for inclusion on the paperwork in order to allow for transference of technical data outside of the USA.

Seller Hereby Agrees To:

Limit the use of the technical data to the manufacture of the defense articles required by the purchase order only: and

Prohibit the disclosure of the technical data to any other person except subcontractors within seller's country: and

Prohibit the acquisition of any rights in the technical data by any foreign person: and

Assure that any subcontract issued by seller to sub contractors within seller's country, in order to facilitate seller's execution of this purchase order. Include all six (6) limitations contained in this clause: and

Destroy or return to buyer all of the technical data exported by buyer pursuant to execution of this purchase order and upon fulfillment of its terms: and

Assure delivery of the defense articles manufactured by seller under the terms of this purchase order only to buyer in the U.S. or to an agency of the U.S. government.

Further more. Technical data which may be acquired or generated under this purchase order may require appropriate authorization from the Department of State office of Defense Trade Controls or Department of Commerce, office or Export Administration before it is released to a foreign person. Therefore, seller understands that if it is a foreign entity, it shall not disclose to any foreign person any technical data acquired under this purchase order until after notifying buyer and written authorization from the appropriate U.S. government agency is obtained.

TOXIC SUBSTANCE (TSCA)

TSCA compliance statements

by accepting this award, the seller hereby certifies that all chemicals to be delivered under this purchase order comply with the requirements of the toxic substance control act (TSCA) 15 USCA 2601-2629.

VENDOR ACKNOWLEDGEMENT (VKE)

Note: This portion of the purchase order must be completed by seller and returned to the undersigned buyer immediately.

WARNING (WRNG)

Warning: All shipments must be accompanied by a packing list stamped by an approved GDLS inspection delegate. Unauthorized (unstamped) shipments received will be returned at supplier's expense.

WOOD PACKAGING REQUIREMENTS (WPR)

All non-manufactured coniferous wood (soft woods from coniferous trees and hard woods from non-coniferous trees). Shall be treated to insure the wood is bug free. Material shall be heat treated (HT) material certified by an accredited agency and recognized by the American Lumber Standards Committee (ALSC) and marked with the HT stamp. HT lumber is lumber that has been heated to 56 degrees C (core temperature) for 30 minutes and marked with the appropriate quality mark. The material may also be fumigated with (MB) Methyl Bromide. The ALSC approved markings for boxes and crates shall be placed on both ends of the outer packaging between the end cleats or end battens in at least one inch high letters. Marks may be placed above required Mil-PSTD-129 markings. Internal blocking and bracing must comply also and be marked if at all possible. For products imported by a domestic supplier from an international source, it is the sole responsibility of the domestic source to insure that this standard (ISPM 15) is met.