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TERMS AND CONDITIONS OF PURCHASE ORDER

THE FOLLOWING NUMBERED CONDITIONS WHEN REFERENCED ON THE PURCHASE ORDER APPLY TO THIS CONTRACT:

1. MAINTENANCE OF DATA: All records of material, inspection and test must be kept on file by Supplier for review by Numet Machining Techniques, Inc or Customer personnel in accordance with ASQR-01 (latest revision).

2. CONTROL OF NONCONFORMING MATERIAL: Supplier shall maintain control of all nonconforming material found at the facility. Parts shall be identified and separated in addition to a statement of Cause/Corrective Action and dates of Effective Implementation.

3. CHANGES: Changes that depart from the Original Intent of the Purchase Order may not be made without the written consent from Numet Machining Techniques, Inc Purchasing. Supplier design changes must be approved in writing by Numet Machining Techniques, Inc prior to implementation.

4. PRESERVATION AND PACKAGING: Supplier shall maintain a system ensuring adequate controls. FOD (Foreign Object Damage) must be observed before and after packaging.

5. AS9100 LATEST REVISION : RIGHT OF ACCESS: Numet Machining Techniques, Inc, its Customers, and Regulatory Authorities have the right of Access to all facilities involved in the Purchase Order and to all applicable Records and requirements, including flow-down to sub-tier suppliers, and the applicable requirements including key characteristics where required. Numet Machining Techniques, Inc reserves the right to inspection and audit at the Supplier's premises.

6. PRATT & WHITNEY SOURCE INSPECTION: Required at your facility before returning material to Numet Machining Techniques, Inc. Notify Buyer at least seven (7) days prior to shipment.

7. NUMET SOURCE INSPECTION: Required on this Purchase Order prior to shipment from your facility. Notify Buyer at least four (4) days prior to shipment.

8. PWA LCS APPLIES: Must be produced under provisions of **Laboratory Control at Source** and certified as such. Normal for PWA end use.

9. GOVERNMENT SOURCE INSPECTION: Required prior to shipment from your facility. Upon receipt of this Purchase Order, promptly notify the Government Representative who services your facility to arrange for their inspection at your facility.

10. GOVERNMENT ACCESS APPLIES: FAR's and Documents that apply and are required are listed on the face of the Purchase Order.



11. PRATT & WHITNEY REQUIREMENTS: ASQR-01, PWA 300, PW-QA 6078

(Q.C. Requirements for Barstock, Castings, Forgings, Extrusions, Rolled or Welded Rings, and Sonic Configuration Parts) and/or PW-QA 6088 (Control of Nonconforming Articles) apply, in addition to requirements listed on Requirement Control Card (RCC) Number referenced on the Purchase Order. Parts are for P & W End Use. P & W Source Inspection to be performed at your facility if available. (Rev 06-17-2008)

12. COUNTRY OF ORIGIN: Material must be melted in the United States of America (USA) or in a qualified country as identified in the Defense Federal Acquisition Regulation Supplement 225.872-1, pursuant to DFARS 252.225-0741 Alt. 1. Require “**County of Origin**” of the melted ingot stated on Certification.

13. GE AVIATION REQUIREMENTS: Materials, Processes, or Services supplied on this Purchase Order are for GE AVIATION End Use per S1000. GE AVIATION flow-down requirements and specific Clauses referenced on the Purchase Order apply.

14. NONDESTRUCTIVE TESTING: 100% Nondestructive Testing required. Results must be identified with Numet Machining Techniques, Inc Purchase Order Number, and must accompany the material. For X-Ray Film, the film must be identified and accompany the material. Specific applicable Clauses referenced on Purchase Order apply.

15. RETURN OF REJECTED MATERIAL: Nonconformance of parts returned must be identified. Reference to Rejection Reports and Purchase Order parts to be “**tagged**” as to the nonconformance and directed to the Quality Assurance Manager at Numet Machining Techniques, Inc, for resolution.

16. TEST SPECIMEN: Test Specimen or Test Pieces required for each Heat of Material.

17. SHELF LIFE ITEMS: Shelf Life items must have evidence of Date of Manufacture, Duration of Shelf Life, and Storage Temperature.

18. RAW MATERIAL CERTIFICATION: Two (2) copies of Certification of Material must be supplied, showing Chemical and/or Physical Ranges, and must identify the applicable Specification, Heat Lot(s), Purchase Order Number, and other pertinent information as stated on the face of the Purchase Order, and must be signed by the designated Quality Analyst/Clerk at your facility.

19. SAMPLING PLAN REQUIREMENTS: The following Sampling Plan Requirement(s) apply when referenced on the face of Purchase Order:

- A. In accordance with ASQR-01-20.1
- B. 100% Inspection
- C. Sampling Plan agreed upon by Quality Assurance Manager at Numet Machining Techniques, Inc and Supplier
- D. Supplier approved Sampling Plan

20. CERTIFICATION OF COMPLIANCE (C of C) REQUIRED: Provide Certification of Compliance with each shipment.



21. PHYSICAL/CHEMICAL TEST REPORTS: Testing by an approved Testing Laboratory must be completed per the following requirement(s) as stated on the face of the Purchase Order:

- A. PWA/MCL Section Guidelines
- B. Guidelines as stated on Purchase Order

22. TEST REPORTS: Test Reports must show evidence of tests performed with recorded result data, nonconformance(s) discovered, and action taken. Reports must accompany each lot of material shipped.

23. SPECIAL PROCESSES: Supplier to provide Certification requiring Special Processes. Certification must state acceptance to the applicable specification(s), and must accompany each lot of material shipped to Numet Machining Techniques, Inc.

24. CALIBRATION CERTIFICATION: When calibration of M&TE is performed by a supplier, all requirements of ASQR-01 apply. When a product is manufactured by the Supplier, values are to be verified and accepted. A Certification Traceable to National Institute of Standards Technology (NIST) must accompany material and/or M&TE. (Size-Block Masters).

25a. SPECIAL PROVISIONS AND INSTRUCTIONS: Special Provisions and Instructions as listed on the face of the Purchase Order are applicable and must be in compliance and certified when applicable.

25b. SPECIAL PROVISIONS AND INSTRUCTIONS: Suppliers are responsible for ensuring that all Supplier Personnel are aware of their contribution to *Product Safety*.

26. SCRAP ALLOWANCE: A scrap allowance of 2% applies to the Purchase Order quantity.

27. RAW MATERIAL SHIPMENTS: Numet Purchase Order line item quantities for Raw Material must be complied with. Line item quantities must not be exceeded without prior written approval. Supplier shipments must comply with line item quantities. Partial shipments against line items will not be accepted without prior written approval from Numet Purchasing. Early shipments require written approval and will not be accepted without prior written authorization. Material shipments not approved will be rejected and the supplier will assume all applicable charges.

28. GUARANTEE OF MATERIAL SOURCE: The seller shall ensure that only new and authentic material are used in material delivered to Numet. The seller may only purchase raw material from original manufacturers, manufacturer franchised distributors, or authorized aftermarket manufacturers. Use of material that was not provided by these sources is not authorized unless first approved in writing by Numet. The seller must present compelling support for its request (i.e., original manufacturer documentation that authenticates traceability of the material to the original manufacturer), and include in its request all actions to ensure the material thus procured is authentic and conforming.

29. PRODUCT IMPOUNDMENT AND FINANCIAL RESPONSIBILITY: If suspect/counterfeit material is furnished under this purchase agreement, such items shall be impounded. The seller shall promptly replace such items with items acceptable to Numet and the seller may be liable for all costs relating to impoundment, removal and replacement. Numet may turn such items over to the Authority Having Jurisdiction for investigation and reserves the right to withhold payment for the suspect items pending the results of the investigation. Any known instances of fraud or attempted fraud shall be documented in writing to Numet.

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30. PENALTIES ASSOCIATED WITH FRAUD: This purchase order and activities hereunder are within the jurisdiction of the United States of America. Any known and willful act to falsify, conceal or alter a material fact, or any false, fraudulent or fictitious statement of representation in connection with the performance of work under this purchase order may be punishable in accordance with applicable legal statutes.

Seller employees engaged in the performance of work under this purchase order shall be informed in writing prior to performance of work that there is a risk of criminal penalties associated with any falsification, concealment, or misrepresentation in connection with work performed under this purchase order.

Seller shall include the following statement preprinted on each Certificate of Conformance initiated by the seller and provided to Numet in conjunction with this purchase order: "The recording of false, fictitious or fraudulent statements or entries on this document may be punishable as a crime under the United States of America statutes". Seller shall include all provisions of this contract clause, including this sentence, in all lower tier contracts under this order. Any inability or unwillingness of a lower-tier supplier to comply with this provision should be documented in writing and submitted to Numet.

31. DEFENSE PRIORITY AND ALLOCATION REQUIREMENT: As prescribed in FAR 52.211-15, any Numet order rated for national defense, emergency preparedness, and energy program use, the contractor shall follow the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

32. FEDERAL ACQUISITION REGULATION (FAR) REQUIREMENTS: 52.222-50 (MAR 2015) and 52.222-56 (MAR 2015)

Amendments to the above-mentioned FARs, which became effective on March 2, 2015, as well as any clause referenced within the above mentioned FARs, require contractors and subcontractors to ensure that they and their employees, subcontractors, and agents **do not engage in a wide range of trafficking-related activities**, such as procuring commercial sex acts, requiring employees pay recruitment fees, confiscating employees' identity papers (such as Passports, Driver's Licenses, etc.), or failing to pay return transportation costs. Further, receipt of "credible information" of a violation of any of these prohibitions requires immediate notification to the U.S. Government.

33. FEDERAL ACQUISITION REGULATION 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

Compliance with the above referenced FAR is required of all contractors and subcontractors.

34. ITAR CONTROLLED

WARNING U.S. CONTROLLED TECHNICAL DATA

THIS DOCUMENT MAY CONTAIN TECHNICAL DATA AS DEFINED IN THE U.S. INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR) SECTION 22 C.F.R. §120.10. THE TECHNICAL DATA MAY NOT BE EXPORTED, DISCLOSED OR TRANSFERRED TO ANY FOREIGN PERSON, CORPORATION OR ENTITY OR GROUP, AS DEFINED IN THE ITAR SECTION 22 C.F.R. §120.16, WHETHER IN THE UNITED STATES OR ABROAD, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE U.S. DEPARTMENT OF STATE

35. EAR CONTROLLED

WARNING U.S. CONTROLLED TECHNICAL DATA

THIS DOCUMENT MAY CONTAIN TECHNOLOGY WHOSE U.S. EXPORT IS RESTRICTED AND/OR CONTROLLED BY THE U.S. EXPORT ADMINISTRATION REGULATIONS (15CFR PARTS 730-774). THIS TECHNOLOGY MAY NOT BE EXPORTED, DISCLOSED OR RETRANSFERRED TO ANY FOREIGN PERSON WITHOUT THE AUTHORITY OF THE U.S. DEPARTMENT OF COMMERCE - BUREAU OF INDUSTRY AND SECURITY.

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36. FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

(a) Definitions. As used in this clause—Added value means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance Functions). Excessive pass-through charge, with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated Profit/fee based on such costs). No or negligible value means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added

37. 252.225-7048 Export-Controlled Items.

As prescribed in 225.7901-4, use the following clause:

EXPORT-CONTROLLED ITEMS (JUN 2013)

(a) Definition. “Export-controlled items,” as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730- 774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120- 130). The term includes -

- (1) “Defense items,” defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and
- (2) “Items,” defined in the EAR as “commodities”, “software”, and “technology,” terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to -

- (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, *et seq.*);
- (2) The Arms Export Control Act (22 U.S.C. 2751, *et seq.*);
- (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, *et seq.*);
- (4) The Export Administration Regulations (15 CFR Parts 730- 774);
- (5) The International Traffic in Arms Regulations (22 CFR Parts 120- 130); and
- (6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts



38) 52.244-5 Competition in Subcontracting.

As prescribed in 44.204(c), insert the following clause:

COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

39.) 252.204-7012 Safeguarding of Unclassified Controlled Technical Information.

As prescribed in 204.7304, use the following clause:

SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

(a) *Definitions.* As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Attribution information” means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Cyber incident” means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

“Exfiltration” means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering

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data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Safeguarding requirements and procedures for unclassified controlled technical information.* The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, “Security and Privacy Controls for Federal Information Systems and Organizations” (<http://csrc.nist.gov/publications/PubsSPs.html>)).