

# Purchase Order Terms and Conditions

| Rev | Change Description | Changed By                       | Release Date | Effective Date |
|-----|--------------------|----------------------------------|--------------|----------------|
| A   | Initial Release    | Juanita Hayashi<br>James Roberts | 8/23/2016    | 8/23/2016      |
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## Approvals:

Signature on file

8/24/16

Signature on file


8/24/16

Magdy Henry  
Vice President, Supply Chain

Date

Victor Yamauchi  
VP of Quality Systems and Continuous Improvement

Date

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|  <b>NEOTech</b><br>Corporate Document | <b>Standard Operating Procedure</b><br><b>Purchase Order</b><br><b>Terms and Conditions</b> | Document Number<br><b>NT402</b><br>Revision: <b>A</b> |
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**1) DEFINITIONS**

**BUYER**.....Natel Engineering Co., Inc. dba NEO Technology Solutions and its subsidiaries.

**SELLER** .....Purchase Order recipient.

**Product**.....The item(s) manufactured or distributed by SELLER.

**Purchase Order** ....A document or other communication as permitted by the terms of this Agreement issued by BUYER for the purpose of ordering Product pursuant to this Agreement. Purchase Orders may include a BUYER purchase order form, a blanket order, Electronic Data Interchange order transmission, or a web based transaction.

**Specifications** .....Unless otherwise agreed to by the parties specifications for Products purchased under this Agreement shall be manufacturer’s published specifications then in effect at the time of purchase, drawings, drawing numbers, drawing revisions, scopes of work, or any other documentation pertaining to Product(s) or services.

**2) ARBITRATION, GOVERNING LAWS, AND ENTIRE AGREEMENT**

Any disputes, claims or controversies arising out of or relating to any provision of this Purchase Order shall be settled by binding arbitration in Los Angeles in accordance with the rules of the American Arbitration Association and the laws of the State of California, and the award rendered in such proceeding shall be binding and conclusive upon the parties hereto. The parties hereby consent to the jurisdiction of the courts of the State of California for the purpose of enforcing this arbitration agreement and proceeding to entry of judgment on any award. The contract resulting from the acceptance of this Purchase Order is to be construed according to the laws of the State of California. There is no verbal understanding or agreement different than herein stated, and any change in this contract shall be binding, only if evidenced by a new supplemental Purchase Order. No terms of any acceptance or acknowledgment of sales order which vary any of the terms and conditions of this Purchase Order shall be binding on BUYER, and the contract between the parties shall be deemed to be based on the terms and condition of this Purchase Order.

**3) PRICES AND TERMS**


The price charged for Product(s) ordered shall not be higher than those last quoted or charged by the SELLER, unless the price is specified on the face of this order. Payment is contingent upon approval of the Product(s) by BUYER. Time and material invoices are payable only after audit by BUYER. Subject to the foregoing, invoices will be paid according to the payment terms. Any specifically negotiated payment terms with Supplier will supersede the Purchase Order terms. Delays in receiving invoice(s), and errors and omissions on invoice statement, will be considered just cause for withholding settlement without losing discount privilege, if applicable.

**4) Under / Over - Shipments**

BUYER accepts 0% under-shipments and up to 0% over-shipments. Note – Unless expressly agreed upon by BUYER in writing.

**5) EXTRAS**

No charges will be allowed or shall be made for cartons, wrapping, packing, boxes, crating, delivery, drayage, returnable containers or taxes, unless authority for such charge is expressly incorporated in this Purchase Order. All sales, use, excise or similar taxes to be paid by BUYER must be itemized separately hereon and on all invoices.

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**6) SHIPPING**

SELLER shall use BUYER's freight accounts with BUYER assigned forwarders when BUYER is responsible for freight. In case of the need to use an unauthorized forwarder, a prior cost approval from BUYER purchasing personnel must be obtained. BUYER is not liable for any freight related expense or charges not approved by BUYER purchasing personnel. BUYER Purchase Order number(s) must be plainly marked on all invoices, packaging, bills of lading and shipping orders. Packing lists and Certificate of Conformance (when applicable per quality clauses attached to PO) shall accompany each box or package showing BUYER's Purchase Order number. Shipping documentation and/or packing slips must exhibit the following to provide traceability to the OCM Certificate of Conformance.

- BUYER Purchase Order Number
- BUYER Part Number and Revision
- Serial Number, lot number or Date Code

**7) DELIVERIES**

BUYER's production schedules are based upon the agreement that Product(s) will be delivered to BUYER by the date specified on the face of the Purchase Order. Time is, therefore, the essence of this order. If deliveries are not made at the time agreed upon, BUYER reserves the right to cancel and/or acquire elsewhere including the right to manufacture in BUYER's plant, and to hold SELLER accountable. Such rights shall be in addition to any other remedies provided by law.

**8) INSPECTION**


All articles and materials will be subject to final inspection and approval by BUYER after delivery notwithstanding prior payment, it being expressly agreed that payment shall not constitute final acceptance. Defective material or items or such not in accordance with BUYER's specifications will be held for SELLER's instruction and at the SELLER's risk and if SELLER directs will be returned at SELLER's expense. No goods returned as defective shall be replaced without authorization from BUYER. BUYER or their customer retains Material Review Board authority over contract specifications. SELLER may request in writing specific deviations from contract specifications to BUYER's Purchasing representatives. Disposition of this request must be received from BUYER's Quality representatives. If the disposition permits a deviation from contract specification, the authorizing document must accompany the shipment of associated product.

**9) WARRANTIES**

SELLER expressly warrants that all materials and goods covered by this Purchase Order; (a) shall be of good quality and workmanship and free from defects, latent or patent; (b) shall conform to the drawings, Specifications, descriptions and samples furnished or specified by BUYER; (c) shall be merchantable and fit and safe for consumer use; and (d) if it is a Product of the SELLER or produced in accordance with SELLER's specifications shall be suitable and sufficient for its intended purposes and use. Without BUYER's written consent no materials may be substituted in lieu of those specified. Any Product(s) purchased under the Purchase Order which discolor or create discoloration, or which emit an odor not included in the Specifications is, for the purpose of the warranty above, not merchantable. This provision does not in any way limit the definition of merchantability under this contract.

**10) ASSIGNMENT**

SELLER shall not delegate or assign any duties or claims under this order without BUYER's prior written consent. All claims for monies due or to become due from BUYER shall be subject to deduction by BUYER, for any offset or counterclaim arising out of this or any other of BUYER's orders with SELLER, whether such offset or counterclaim arose before or after any such assignment by SELLER.

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**11) DIES, JIGS, TOOLS AND PATTERNS**

If the price to be paid is stated on this Purchase Order to include special dies, jigs, tools and patterns used in the manufacture of such Product(s), then such tools, etc. shall be and become the property of BUYER. Special dies, jigs, tools, and patterns shall be kept in good condition and replaced as required by SELLER without expense to BUYER with the exception that the actual cost of changes due to BUYER's change of design or Specifications shall be paid for by BUYER if such changes are made prior to the exhausting of the useful life of the jigs, tools or patterns changed. All designs, tools, patterns, drawings and any other information or equipment supplied by BUYER to SELLER relating to, or for use in, the manufacture of Product(s) contracted for herein are to be considered as the sole property of BUYER. SELLER agrees that BUYER owned special dies, jig, tools, and patterns will not be used in the production, manufacture or design of any other Product(s) or materials for any other purchaser, and not used for the production or manufacture of quantities other than those specified herein without the express consent and license in writing from BUYER. At the termination of this Purchase Order, BUYER owned property shall be returned to BUYER, together with all spoiled and surplus materials, unless BUYER directs otherwise.

**12) BUYER FURNISHED MATERIAL**

Any and all material, tools, or other property of BUYER furnished by BUYER to SELLER prior to subsequent to or concurrently with this Purchase Order, or in the possession of SELLER, shall at all times be and remain the property of BUYER. Materials not used in the manufacture of Product(s) covered by this Purchase Order shall, as directed, be returned to BUYER at BUYER's expense and if not accounted for or so returned, or if spoiled, shall be paid for by SELLER. SELLER shall be liable for the safekeeping and preservation of all property in its possession, title to which is BUYER or other government, and SELLER, agrees to procure a policy or policies of insurance insuring all property of BUYER or the government in the possession of SELLER against any loss, theft, or damage.

**13) ADVERTISING**


SELLER shall not without first obtaining the written consent of BUYER, in any manner, advertise or disclose information that SELLER has contracted to furnish BUYER the Product(s) herein ordered, and for failure to observe this provision.

**14) PATENT INDEMNITY**

To the extent the subject Product(s) are not manufactured pursuant to design originated by BUYER, SELLER agrees it will save BUYER and/or its agents or customers harmless from any loss, damage or liability which may be incurred on account of infringement of United States patent rights with respect to such Product(s) and that it will at its own expense defend any action, suit or claim in which such infringement is alleged with respect to the sale or use of the Product(s) delivered hereunder, provided SELLER is duly notified as to suits against BUYER.

**15) LABOR REGULATIONS**

SELLER represents that the items called for herein will be produced, manufactured and delivered in accordance with the applicable statutes including, without limitations, the Fair Labor Standards Act of 1938 as amended. If applicable, SELLER agrees to furnish on each invoice a statement (in form approved by U.S. Department of Labor) certifying that the items covered by such invoice were produced, manufactured, and delivered in accordance with said Fair Labor Standards Act of 1938, as amended, and all regulations and orders issued there under. SELLER agrees to comply with Workmen's Compensation laws, rules and regulations and to furnish a certificate of compliance if requested.


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**16) CANCELLATION**

BUYER reserves the right to cancel this Purchase Order partially or entirely, in event performance, materials or work specified fail to conform to SELLER’s warranty (See 9 above), in event SELLER fails to make deliveries as specified in this Purchase Order or in event SELLER breaches any other Terms or Conditions of this Purchase Order. In the event of causes beyond the control of BUYER, BUYER shall have the option to cancel this Purchase Order or delay the delivery of any goods hereunder without liability. Also, BUYER may forthwith cancel this order if SELLER ceases to conduct its operations in the normal course of business (including inability to meet its obligations as they mature) or if an any proceedings under the bankruptcy or insolvency laws is brought by or against SELLER, or a receiver for SELLER is appointed or applied for an assignment is made by SELLER for the benefit of creditors, without liability except for deliveries previously made or for goods covered by this Purchase Order then completed and subsequently delivered in accordance with the items of this Purchase Order, and, if any installment of an installment contract may be rejected under the provisions of this Purchase Order, or under any applicable law. BUYER may, at its option, cancel the remaining installments without any obligation whatsoever to the SELLER, and claim damages.

**17) INDEMNIFICATION**

SELLER hereby assumes entire responsibility for any and all damage, loss or injury of any kind of nature whatever to persons or property caused by or resulting from, or in connection with, the furnishing of services, including delivery of purchased Product(s), by SELLER, SELLER’s contractors, officers, agents, or employees, and the SELLER will indemnify and hold harmless BUYER from any and all claims, loss, damage, charge or expense, whether direct or indirect and whether to persons or property, resulting from or in connection with the furnishing of such services. In case any suit or other proceeding shall be brought against BUYER, or BUYER’s officers, agents or employees at any time, or by reason of any act, action, neglect, omission or default in connection with the furnishing of such services, SELLER hereby agrees to assume the defense thereof and to defend the same at SELLER’s own expense and to pay any and all costs, charges, attorney’s fees and other expenses and any and all judgments that may be incurred by or obtained against BUYER, its officers, agents, or employees in such suits or other proceedings, and in case of judgment or other lien can be placed upon or obtained against the property of BUYER or as a result of such suits or proceedings. SELLER will at once cause the same to be dissolved and discharged by giving bond or otherwise. SELLER, SELLER’s contractors, officers, agents and employees shall take all safety precautions necessary for the prevention of accidents and shall comply with all laws and regulations. BUYER shall not be responsible or held liable for any injury to persons or damage to property resulting from the use, misuse or failure, due to any cause of any apparatus furnished to SELLER by BUYER whether on or off the premises of SELLER. The acceptance and /or use of any such apparatus by SELLER or SELLER’s contractors, officers, agents and employees shall be construed to mean that SELLER accepts all responsibility for any and all claims for such injury and/or damages whatsoever resulting from the use, misuse or failure, due to any cause of such apparatus whether such injury and /or damage, be to his own employees of property, or the employees of property of other SELLERs, contractors, BUYER or otherwise. SELLER shall carry Workmen’s Compensation, Employer Liability, Public Liability and Property Damage Insurance including contractual and product liability coverages, which shall fully protect BUYER pursuant to the above assumption of liability and indemnification undertaking. Copies of policies or certificates of such insurance shall be furnished by SELLER to BUYER on request.

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**18) LIENS**

SELLER shall deliver Product(s), which are the subject matter of this Purchase Order, free and clear of all claims, liens and encumbrances.

**19) OFFSET**

BUYER shall have the right at all times to offset any amount owing at any time from SELLER to BUYER or any of its affiliated companies against any amount.

**20) CONFIDENTIALITY**

Specifications provided to SELLER by BUYER shall not be reproduced, used, or conveyed to others not directly involved in the SELLER's efforts to complete SELLER's obligations under this Purchase Order. All Specifications shall be returned to BUYER on demand or upon SELLER's completion of obligations hereunder.

**21) COMPLIANCE WITH LAWS**

In performance of the work hereunder SELLER shall at all times comply with and give all situations, certificates and representations required by all applicable Executive Orders, federal, state, municipal and local laws and rules, orders, requirements and regulations there under.

**22) TAXES**

SELLER agrees that all excise, sales, use, occupational and other taxes applicable to the sale or purchase of Product(s) or Services or to SELLER's work or SELLER's receipts for the performance of the work covered by the order shall be paid by SELLER, and SELLER shall indemnify and deem BUYER harmless from and against all liability for such taxes. BUYER holds direct pay permits from respecting liability for the use taxes imposed.

**23) EEO CLAUSE**

The Equal Employment Opportunity Clause in section 202 of Executive Order 11246 as amended relating to Equal Employment Opportunities and its implementing rules and regulations of the Secretary of Labor are incorporated herein by specific reference.

**24) REMEDIES**

The remedies herein reserved shall be cumulative and additional to any other or further remedies in law or equity. No waiver of a breach of any provision of this Purchase Order shall constitute a waiver of any other breach, or of such provision.


**25) DISCLOSURE OF INFORMATION**

**DFARS 252.204-7000, Disclosure of Information**

Clause requires that no information about the contract be released without approval of the Contracting Officer. Applies to contractor and subcontractor; must request approval through the prime. The Contractor agrees to include a similar requirement in each subcontract under this contract.

**DFARS .227-7025, Limitations On The Use Or Disclosure Of GFI**

The clause informs contracts and subcontractors that there are limitations (limited rights/restricted rights) on the use and / or disclosure of Government Furnished Information marked with restrictive legends and licensed rights legends. Applicability: Contracts and Subcontracts with Government Furnished Information.

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**26) GOVERNMENT CONTRACT CLAUSES**

If this Purchase Order is issued pursuant to a BUYER prime contract with the government, or pursuant to a subcontract where BUYER’s purchaser is the prime contractor to the Government, the following provisions shall apply.

(a) FAR or (b) DoD/FAR Supplement Clauses in effect on the date of the award of BUYER prime contract or the date of the award of the Government Prime Contract:

**a) FAR**

- 52.203-3 ..... Gratuities
- 52.203-5 ..... Covenant Against Contingent Fees
- 52.203-6 ..... Restrictions on Subcontractor Sales to the Government
- 52.203-7 ..... Anti-Kickback Procedures
- 52.203-11 ..... Certification and Disclosure Regarding Payments to influence Certain Federal Transactions
- 52.203-12 ..... Limitation on Payments
- 52.204-2 ..... Security Requirements
- 52.211-5 ..... New Material Requirements
- 52.211-6 ..... Brand Name or Equal
- 52.212-8 ..... Priorities, Allocations, and Allotments
- 52.214-26 ..... Audit Sealed Bidding
- 52.214-28 ..... Subcontractor Cost or Pricing Data-Modifications - Formal Advertising (for subcontracts exceeding \$100,000)
- 52.215-1 ..... Examination of Records by Comptroller General
- 52.215-2 ..... Audit-Negotiation
- 52.215-20 ..... Subcontractor Cost or Pricing Data
- 52.215-21 ..... Subcontractor Cost or Pricing Data- Modification
- 52.215-26 ..... Integrity of Unit prices (less paragraph (c))
- 52.216-5 ..... Price Predetermination - Prospective
- 52.216-6 ..... Price Determination - Retroactive
- 52.216-7 ..... Allowable Cost and Payment
- 52.219-8 ..... Utilization of Small Business and Small Disadvantaged Business Concerns
- 52.219-9 (Alternate I) Small Business and Small Disadvantaged Business Subcontracting Plan
- 52.222-1 ..... Notice to the Government of labor Disputes
- 52.222-4 ..... Contract Work Hours and Safety Standards Act - Overtime Compensation - General
- 52.222-20 ..... Walsh-Healy Public Contracts Act
- 52.222-21 ..... Certification of Non-segregated Facilities
- 52.222-22 ..... Previous Contracts and Compliance Reports

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52.222-25 ..... Affirmative Action Compliance

52.222-26 ..... Equal Opportunity

52.222-35 ..... Affirmative Action for disabled Veterans and Veterans of the Vietnam Era

52.222-36 ..... Affirmative Action for Handicapped Workers

52.222-37 ..... Employment Reports on Special Veterans

52.223-3 ..... Hazardous Material Identification and Material Safety Data

52.224-2 ..... Privacy Act

52.225-3 ..... Buy American Act - Supplies

52.225-7 ..... Balance of Payments Program

52.225-8 ..... Duty-Free Entry

52.225-13 ..... Restrictions on Certain Foreign Purchases

52.227-1 ..... Authorization and Consent (if included in the controlling prime contract)

52.227-2 ..... Notice and Assistance Regarding Patent and Copyright Infringement

52.227-3 ..... Patent Indemnity

52.227-6 ..... Reporting of Royalties

52.227-9 ..... Refund of royalties

52.227-10 ..... Filing of Patent Applications Classified Subject Matter

52.228-3 ..... Worker’s Compensation Insurance (Defense Base Act)

52.228-5 ..... Insurance Work on a Government Installation

52.229-3 ..... Federal, State and Local Taxes

52.230-3 ..... Cost Accounting Standards

52.230-4 ..... Administration of cost Accounting standards


52.230-5 ..... Disclosure and Consistency of Cost Accounting Practices (in which paragraph (b) of the Clause is deleted). SELLER shall communicate and otherwise deal directly with to the extent practicable and permissible as to all matters relating to Cost Accounting standards. SELLER shall provide BUYER with copies of all communications between SELLER and the Contracting Officer respecting this Clause, and 52.230-4 (Administration of Cost Accounting Standards), provided SELLER shall not to be required to disclose to BUYER such and confidential to SELLER. In addition to any other remedies provided by law or under this Purchase Order, SELLER agrees to indemnify and hold harmless to the full extent of any loss, damage, or expense (excluding profit) if BUYER is subjected to any liability as the result of a failure of SELLER or its lower-tier subcontractor to comply with the requirements of this clause or 52.230-4 (Administration of Cost Accounting Standards).

52.232-1 ..... Payments

52.233-1 ..... Disputes

52.236-7 ..... Permits and Responsibilities




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- 52.241-14 ..... Stop Work Order
- 52.241-15 ..... Stop Work Order-Facilities
- 52.243-1 ..... Changes - Fixed Price
- 52.243-4 ..... Changes
- 52.243-5 ..... Changes and Changed Conditions
- 52.243-7 ..... Notification of Changes
- 52.244-5 ..... Competition in Subcontracting
- 52.245-2 ..... Government Property (Fixed-Price Contracts)
- 52.246-2 ..... Inspection of Supplies (Fixed Price)
- 52.247-63 ..... Preference for U.S. - Flag Air Carriers
- 52.248-1 ..... Value Engineering
- 52.249-1 ..... Termination for Convenience of the Government (Fixed Price)
- 52.249-8 ..... Default (Fixed-Price Supply and Service)

**b) DoD/FAR Supplement**


- 252.203-7001 ..... Special Prohibition on Employment
- 252.203-7002 ..... Prohibitions Relating to Former DoD employees
- 252.208-7000 ..... Required Sources for Miniature and Instrument Ball Bearings
- 252.208-7001 ..... Required Sources for Precision Components for Mechanical Time Devices
- 252.208-7002 ..... Required sources for High-Purity Silicon
- 252.208-7003 ..... Required sources for High Carbon Ferrochrome
- 252.208-7004 ..... Notice of Intent to Furnish Precious Metals as Government Furnished Material
- 252.208-7005 ..... Required Sources for Antifriction Bearings - Application for Combat and Direct Contract Support Items
- 252.208-7006 ..... Required Sources for Antifriction Bearings
- 252.209-7001 ..... Acquisition from Defense Contractors Subject to On-Site Inspection Under the Intermediate Range Nuclear Forces (INF) Treaty
- 252.215-7000 ..... Aggregate Pricing Adjustment
- 252.223-7005 ..... Notice of Radioactive Materials
- 252.225-7008 ..... Duty-Free Entry - Qualifying Country End Products and Supplies
- 252.225-7009 ..... Preference for Certain Domestic Commodities
- 252.225-7011 ..... Preference for Domestic Specialty Metals (Major Programs)
- 252.225-7013 ..... Preference for Domestic Hand or Measuring Tools
- 252.225-7014 ..... Duty-Free Entry - Additional Provisions
- 252.225-7018 ..... Offset Arrangement
- 252.225-7019 ..... Exclusionary Policies and practices of Foreign Governments

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- 252.227-7013 ..... Rights in Technical Data and Computer Software
- 252.227-7018 ..... Restrictive Markings on Technical Data
- 252.227-7027 ..... Deferred Ordering of Technical Data or Computer Software
- 252.227-7029 ..... Identification of Technical Data
- 252.227-7030 ..... Technical Data - Withholding of Payment
- 252.227-7034 ..... Patents - Subcontract
- 252.227-7036 ..... Certification of Technical Data Conformity
- 252.227-7037 ..... Validation of Restrictive Markings on Technical Data
- 252.228-7006 ..... Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles
- 252.231-7000 ..... Supplemental Cost Principles
- 252.232-7007 ..... Progress Payments
- 252.234-7000 ..... Notice of Cost/Schedule Control Systems
- 252.234-7001 ..... Cost/Schedule Control Systems
- 252.235-7004 ..... Frequency Authorization
- 252.236-7001 ..... Modification of Proposal - Price Breakdown
- 252.236-7019 ..... Accident Prevention
- 252.243-7000 Engineering Change Proposals
- 252.246-7001 ..... Warranty of Data
- 252.247-7003 ..... Transportation of Supplies by Sea
- 252.271-7001 ..... Recovery of Nonrecurring Costs on Commercial Sales of Defense

### **Products**

- c) In addition, if this Purchase Order exceeds \$100,000 FAR 52.215-27 (Termination of Defined Benefit Pension Plan) and DoD/FAR Supplement 252.204-7005 (Overseas Distribution of Defense Subcontracts): if this Purchase Order exceeds \$500,000; FAR 52.219-9 (Small Business and Small Disadvantaged Business Subcontracting Plan), FAR 52.220-4 (Labor Surplus Area Subcontracting Program), and FAR 52.215-24 (Subcontractor cost or Pricing data), and if this Purchase Order exceeds \$1,000,000: DoD/FAR Supplement 252.235-7002 (Recovery of Nonrecurring Costs on Commercial Sales) and DoD/FAR Supplement 252.210-7005 (Acquisition Streamlining).
- d) Acts of Congress: Service Contract Act of 1965 (contract of \$2,500 or less); Fair Labor Standards Act and Service Contract Act Price Adjustment.
- e) Indemnify of SELLER's Defective Pricing. The clauses contained in FAR 52.214-27 (Price Reduction for Defective Cost or Pricing Data-Modifications Sealed Bidding), FAR 52.215-22 (Price Reduction for Defective Cost or Pricing Data), and FAR 52.215-23 (Price Reduction for Defective Cost or Pricing Data-Modifications) shall apply.
- f) In addition to the remedies provided in FAR 52.214-27, 52.215-22, and 52.215-23, SELLER agrees to indemnify and hold BUYER harmless from all costs and expenses of any nature incurred by BUYER in defense of any defective pricing action brought by reason of SELLER or any lower tier Subcontractor's defective pricing.

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**Anti-Kickback Clause**

1. This Purchase Order is subject to the provisions of the Anti-Kickback Act of 1988 (41 U.S.C. 51-58) (The “Act”) an FAR 52.203-7 (Anti-Kickback Procedures), FAR 52.203-7 is hereby incorporated by reference appropriately modified to reflect that the term contractor shall mean SELLER. By executing this Purchase Order, SELLER certifies that neither SELLER, nor SELLER’s employees, agents, representatives, nor any person acting on behalf of SELLER has engaged in conduct prohibited by the Act relating to this contract or any subcontract there under. SELLER hereby indemnifies, defends, and holds harmless BUYER, its officers, employees, and agents from any and all losses, costs, fees, and damages resulting, directly or indirectly, in whole or in part from any conduct in which SELLER or SELLER’s employees, agents, or representatives have engaged and which is prohibited by the Act.
2. BUYER shall have the right to withhold from any sums due SELLER under this contract: a. If so directed by the cognizant contracting officer pursuant to the terms of the Act or pursuant to FAR 52.207-7; or b. To recoup losses, costs, fees, damages against the incurrence of which SELLER has agreed to indemnify BUYER.
3. SELLER agrees to incorporate FAR 52.207-7 (Anti-Kickback Procedures) in all subcontracts under this contract.
4. (a) Suspended or Debarred Contractors. By commencing work under this Purchase Order, SELLER hereby certifies that it is not listed by any federal agency as debarred, suspended, or otherwise ineligible for any federal program. SELLER further agrees to notify BUYER in the event it becomes debarred, suspended, or otherwise ineligible for any federal program during the performance of any effort under a BUYER Purchase Order or subcontract.  
(b) Additional FAR and DoD/FAR Supplement clauses and other conditions under BUYER’s prime contract may be incorporated in this Purchase Order at a later date. SELLER agrees to negotiate promptly with BUYER of the inclusion of such additional clauses and other conditions.  
(c) Limitation of Liability. If BUYER’s contract with its customer contains any of the following clauses, then such clause(s) shall be, and are, incorporated herein, in which case, the term “contractor” as used in such clause(s) shall mean the SELLER hereunder and the term “Government” shall mean the government and/or BUYER, as appropriate; FAR 52.246-23 (Limitation of Liability), FAR 52.246-24 (Limitation of Liability - High Value Items), or FAR 52.246-25 (Limitation of Liability - Services). When a priority symbol (e.g.; DO-A1) appears on the face page hereof, SELLER is required to follow the provisions of DPAS Regulations (Title 15 CFR Part 350) and all other applicable regulations and orders of BDSA in obtaining controlled materials and other products and materials needed to fulfill this Purchase Order.