Procurement Manual

Author: RENK America Supply Chain

Released by Division: RENK America/Supply Chain Senior Manager on 19 August, 2021

Company: RENK America
Issue Date: 24 September, 2021
Version: 2

Company: RENK America
Issue Date: 24 September, 2021
Version: 2
Table of Contents

1.0 PURPOSE..................................................................................................................................................5
2.0 SCOPE...........................................................................................................................................................5
3.0 SECTION A – CC008 – GENERAL TCs FOR SUPPLY SERVICE SUBCONTRACTS ....................................5
5.0 SCHEDULE AND DELIVERY; NOTICE OF DELAY..................................................................................8
6.0 NEW MATERIALS; PACKAGING, SHIPPING, MARKINGS ........................................................................8
7.0 QUALITY .......................................................................................................................................................10
8.0 REJECTION ....................................................................................................................................................11
9.0 PAYMENT, TAXES, AND DUTIES .............................................................................................................11
10.0 CHANGES ...................................................................................................................................................11
11.0 FORCE MAJEURE ...................................................................................................................................12
12.0 TERMINATION FOR CONVENIENCE ........................................................................................................12
13.0 TERMINATION FOR DEFAULT ................................................................................................................13
14.0 COMPLIANCE WITH LAW .......................................................................................................................13
15.0 STANDARDS FOR BUSINESS ETHICS AND CONDUCT ...................................................................17
16.0 INTELLECTUAL PROPERTY (see Alternate 1 below for International application) ..............................17
17.0 INTELLECTUAL PROPERTY ................................................................................................................18
18.0 PROPRIETARY INFORMATION AND RIGHTS ....................................................................................20
19.0 GOODS WARRANTY ................................................................................................................................20
20.0 SERVICES WARRANTY .............................................................................................................................21
21.0 INTERNATIONAL TRANSACTIONS .........................................................................................................21
22.0 INDEMNIFICATION ....................................................................................................................................22
23.0 FURNISHED PROPERTY ..........................................................................................................................23
24.0 INSURANCE ................................................................................................................................................23
25.0 RELEASE OF INFORMATION ....................................................................................................................26
26.0 DISPUTES
27.0 ASSIGNMENTS, SUBCONTRACTING, ORGANIZATIONAL CHANGES
28.0 GOVERNMENT CONTRACTS
29.0 ORDER OF PRECEDENCE
30.0 INDEPENDENCE CONTRACTOR STATUS
31.0 COMMUNICATION WITH BUYER’S CUSTOMER
32.0 CONFLICT OF INTEREST
33.0 AUDIT RIGHTS
34.0 SELLER BUSINESS SYSTEMS
35.0 ELECTRONIC TRANSMISSIONS
36.0 STANDARDS ON SLAVERY AND COMBATTING HUMAN TRAFFICKING IN THE SUPPLY CHAIN
37.0 CONFLICT MINERALS
38.0 LAST BUY NOTICE
39.0 LEINS
40.0 SUPPLY CHAIN SECURITY
41.0 AGREEMENT DIRECTION
42.0 CYBER SECURITY AND INCIDENT REPORTING
43.0 LIMITATION OF LIABILITY
44.0 SECTION B – C009 - GENERAL TERMS AND CONDITIONS FOR SUPPLY AND SERVICE SUBCONTRACTS
45.0 U.S. GOVERNMENT SUBCONTRACT
47.0 SECTION D – CC011 – SUPPLEMENT 3 – U.S. GOVERNMENT CONTRACT PROVISIONS FROM THE FEDERAL ACQUISITION REGULATION (FAR) AND THE DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) FOR COMMERCIAL ITEMS
48.0 U.S. GOVERNMENT SUBCONTRACT
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>49.0</td>
<td>SECTION E – PURCHASE ORDER TERMS AND CONDITIONS CONTRACT LABOR</td>
</tr>
<tr>
<td>51.0</td>
<td>SECTION G - INSTRUCTIONS FOR CONTROL OF RENK AMERICA-OWNED PROPERTY IN THE POSSESSION OF SUPPLIERS/SUBCONTRACTORS</td>
</tr>
<tr>
<td>52.0</td>
<td>SECTION H – FMF – FOREIGN MILITARY FINANCING REQUIREMENTS</td>
</tr>
<tr>
<td>53.0</td>
<td>SECTION I – FOD - FOREIGN OBJECT DEBRIS AND DAMAGE PREVENTION</td>
</tr>
<tr>
<td>54.0</td>
<td>SECTION J – MSP MILITARY STANDARD HARDWARE</td>
</tr>
<tr>
<td>55.0</td>
<td>SECTION K – NEW SUPPLIERS REQUESTING TO DO BUSINESS WITH RENK AMERICA</td>
</tr>
<tr>
<td>56.0</td>
<td>CONTRACTOR EHS HANDBOOK</td>
</tr>
<tr>
<td>57.0</td>
<td>SECTION L – REQUEST FOR QUOTE/BIDDER’S REQUIREMENTS</td>
</tr>
<tr>
<td>58.0</td>
<td>SECTION M – TAX SALES AND USE TAXES</td>
</tr>
<tr>
<td>59.0</td>
<td>SECTION N – Packaging, Labeling, and Shipping</td>
</tr>
</tbody>
</table>
1.0 PURPOSE

This Supplier Procurement Manual sets the rules, standards and requirements of RENK America (RA) suppliers. This manual provides the minimal compliant procurement requirements applicable to all suppliers generating products or services to RENK America requirements. Supplier’s processes, documentation, and deliveries will be monitored to ensure the requirements of this manual are understood and represented in the products and services delivered to include records retained at the supplier indicating compliance with all requirements. This manual is also applicable to commercial off the shelf items unless otherwise indicated by the specific Purchase Order (PO) requirements.

2.0 SCOPE

The goal of RENK America is to provide high quality, low cost products and services that meet or exceed the needs and expectations of our customers. As such, we believe suppliers are very important team members in our processes. Together we share the responsibility of providing goods and services that consistently meet contractual obligations and customer expectations. An initial Purchase Order review is key to assuring contractual obligations are met. It is imperative that RA suppliers perform a thorough review to assure a sound understanding of the order and that the proper flow down of requirements are handled with sub-tiers. This manual is published in support of the Technical Data Package and Purchase Order Requirements. The following information is to be used as an aid in helping a supplier fully comprehend a given requirement through a narrative discussion of the requirement and its intent. This Supplier Procurement Manual applies to suppliers that provide material, deliverable software, or designed products incorporated into RENK America, products, and assemblies.

3.0 SECTION A – CC008 – GENERAL TCs FOR SUPPLY SERVICE SUBCONTRACTS

Words, as employed in this Agreement, shall have their normally accepted meanings. The following terms shall have the described meaning:

3.1. “Agreement” shall mean the Purchase Order, Subcontract, or Contract, these General Terms and Conditions, and any special conditions appended; hereto, or documents incorporated herein.

3.2. “Authorized Distributor” shall mean a Distributor distributing product within the terms of an Original Component Manufacturer (OCM) or the Original Equipment Manufacturer (OEM) contractual agreement. Contractual Agreement terms include, but are not limited to, distribution region, distribution products or lines, and warranty flow down from the OCM/OEM. Under this distribution, the
distributor would be known as an Authorized Distributor. The term Franchised Distributor is considered synonymous with Authorized Distributor.

3.3. “Authorized Source” shall mean Original Component Manufacturers (OCM), Original Equipment Manufacturer (OEM), Authorized Distributor (AD), Authorized Aftermarket Manufacturer, and Suppliers, approved by the Organization, that obtain parts exclusively from an OCM, OEM, AD, or Authorized Aftermarket Manufacturer.

3.4. “Authorized Aftermarket Manufacturer” shall mean an organization that fabricates a part under a contract with, or with the express written authority of, the original component manufacturer based on the original component manufacturer’s designs, formulas and/or specifications.

3.5. “Authorized Reseller” purchases parts and materials exclusively from the OCM, OEM, or their Authorized Distributors (ADs) and then sells the products to the end user. Chain of custody is maintained throughout the process. “Resellers” apply to certain Commercial Off-The-Shelf (COTS) assemblies and commodities such as Information Technology (IT) equipment, hardware, fasteners, and raw materials.

3.6. “BUYER” or “RENK America” shall mean RENK America and its affiliates in this Agreement.

3.7. “Contract Manufacturer” shall mean an organization that produces goods under the label or brand of another organization. This includes building assemblies to the brand organization supplied Bills of Material (BOM) and assembly drawings.

3.8. “Counterfeit Part” shall mean (1) An unauthorized copy, imitation, substitute, or modified part, which is knowingly misrepresented as a specified genuine part of the manufacturer. (2) Or a previously used Electrical, Electronic, and Electromechanical (EEE) Part which has been modified and is knowingly misrepresented as new without disclosure to the customer that it has been previously used. NOTE: (1) Examples of a counterfeit part can include but are not limited; the false identification of grade, serial number, date code or performance characteristics. NOTE 2: This definition shall be read so as not to conflict with the definition for “counterfeit electronic part” cited in the Defense Acquisition Regulation Supplement (DFARS) 252.246-7007, where that definition shall govern to the extent that clause applies.

3.9. “Electrical, Electronic, and Electromechanical (EEE) Parts” are components designed and built to perform specific functions using electricity and are not subject to disassembly without destruction or impairment of design use. Examples of electrical parts include resistors, capacitors, inductors,
transformers, and connectors. Electronic parts include active devices, such as monolithic microcircuits, hybrid microcircuits, diodes, and transistors. Electromechanical parts are devices that have electrical inputs with mechanical outputs, or mechanical inputs with electrical outputs, or combinations of each. Examples of electromechanical parts are motors, synchros, servos, and relays. Although some of these electromechanical parts may be properly thought of as assemblies, for the purposes of this policy these are considered to be parts.

3.10. “Goods” shall mean those Goods identified in this Agreement, which may be changed, from time to time by the mutual written agreement of the parties.

3.11. “Independent Distributor (Broker)” shall mean a Distributor that purchases parts with the intention to resell them back into the market. Purchased parts may be obtained from OCMs/OEMs or Contract Manufacturers (typically from excess inventories), or from other independent distributors. Re-sale of the purchased parts (re-distribution) may be to OCMs/OEMs, Contract Manufacturers, or other independent distributors. Independent Distributors do not have contractual agreements with the OCMs/OEMs.

3.12. Original Component Manufacturer (OCM): An entity that designs and/or engineers a part and is pursuing or has obtained the intellectual property rights to that part. NOTE 1: The part and/or its packaging are typically identified with the OCM’s trademark. NOTE 2: OCMs may contract out manufacturing and/or distribution of their product. NOTE 3: Different OCMs may supply product for the same application or to a common specification.

3.13. Original Equipment Manufacturer (OEM): A company that manufactures products that it has designed from purchased components and sells those products under the company’s brand name.

3.14. “SELLER” shall mean the party identified as the SELLER in this Agreement, which may be identified as a subcontractor, supplier, vendor, etc.

3.15. “Services” shall mean those Services identified in this Agreement, which may be changed, from time to time by the mutual written agreement of the parties.

3.16. “Subcontractors” shall mean a third party that delivers in accordance with a specification or a Statement of Work to include some or all of the following: design, development, assembly, test, services, and production. Deliverables may include software, hardware, and/or services.
4.0 PRICE

The prices established by this Agreement are firm fixed prices unless otherwise stated in the Agreement. SELLER warrants that any unit prices charged herein do not exceed the unit prices charged by SELLER to other customers in substantially similar transactions.

5.0 SCHEDULE AND DELIVERY; NOTICE OF DELAY

SELLER shall strictly adhere to all Agreement schedules. Time is and shall remain of the essence in the performance of this Agreement. SELLER shall notify BUYER in writing immediately of any actual or potential delay to the performance of this Agreement. Such notice shall include a revised schedule and shall not constitute a waiver to BUYER’s rights and remedies hereunder.

6.0 NEW MATERIALS; PACKAGING, SHIPPING, MARKINGS

6.1. All goods to be delivered hereunder shall consist of new materials;

6.2. SELLER shall prepare and package the goods to prevent damage or deterioration and shall use best commercial practice for packing and packaging of items to be delivered under this Agreement, unless otherwise specified in the Agreement. Wooden packaging from SELLER must conform to International Standards for Phytosanitary Measures (ISPM 15) regarding the Regulation of Wood Packaging Material in International Trade (2009), as amended.

6.3. Unless otherwise stated in the Agreement, F.O.B. point shall be Destination (Incoterms 2010 DAP [name U.S. RENK America location or U.S. Port] for International transactions);

6.4. All suppliers shall purchase parts, materials, chemicals, and assemblies directly from authorized sources (reference sub- paragraphs 1 and 2 for further requirement resolution). Only new and authentic materials are to be supplied or used in products delivered to BUYER. No counterfeit or suspect counterfeit parts are to be delivered or contained within delivered product.

6.4.1. EEE parts Authorized Distributors (ADs) shall only purchase product directly from the OCM. Parts shall not be purchased from other Authorized Distributors (ADs) or Independent Distributors (IDs) without written consent from BUYER. Procurement practices and documentation shall enable traceability back to the applicable OCM for each purchase transaction.
6.4.2. Contract Manufacturers (CMs), Maintenance Repair and Overhaul (MRO) services, and Resellers shall only purchase parts, materials, and assemblies from the OCM, OEM, or their ADs. Independent Distributors (IDs) shall not be used without written consent from BUYER. Procurement practices and documentation shall enable traceability back to the applicable OCM/OEM or AD for each purchase transaction.

6.5. Every article of foreign origin shall be marked in a conspicuous place as legible, indelibly, and permanently as the nature of the article will permit in such manner as to indicate to the ultimate purchaser the English name of the country or origin of the article.

6.6. For any shipments to be imported by the BUYER.

6.6.1. SELLER shall provide to BUYER’S Procurement Representative, in writing, five business days advance notification of shipments. Such notification shall include submission of a copy of the Commercial invoice and packing list required by this provision and such other information as BUYER may reasonably request.

6.6.2. SELLER shall forward copies of its shipping documents and any applicable Certificates via email or facsimile, to BUYER so that BUYER may facilitate Customs clearance. These documents shall include:

6.6.2.1. Commercial Shipping Invoice.

6.6.2.2. Any applicable Free Trade Agreement or Special Trade Program Certifications/Statements, examples include NAFTA and IFTA certificates of origin.

6.6.2.3. If using Ocean Transport: Ocean ISF details according to Customs Publication, dated August 2009 – Importer Security Filing and Additional Carrier Requirements (10+2).

6.6.3. For articles returned to BUYER after repair, SELLER shall:

6.6.3.1. Include a Foreign Repairer Certificate attesting to the work performed abroad in accordance with 19 CFR § 10.8.

6.6.3.2. Reference any return instructions as provided by BUYER.

6.6.3.3. Include a commercial invoice stating the reason for RETURN. Products being returned to BUYER after repair must include the hardware value from the original sale of the item. Example: “Original hardware for Customs purposes only.”
6.6.3.4. Include the cost of the repair as a separate line item on the commercial invoice.

6.6.3.5. For repair work done under warranty, the SELLER is required to include the estimated cost of repair.

6.6.3.6. For articles being returned with a Department of State license, SELLER is required to indicate the license number on the commercial invoice.

6.6.3.7. For articles being returned under any ITAR exemption, SELLER is required to include the exemption citation on the commercial invoice.

6.6.3.8. SELLER is required to site 48 CFR 252.225-7013 (e)(2) (iv.) (A) for any Duty-Free Entries against a US Primer Contract.

7.0 QUALITY

7.1. BUYER’s final acceptance of Goods or Services is subject to BUYER’s inspection within sixty (60) days after receipt at BUYER’s facility or such other place as may be designated by BUYER, notwithstanding any payment or prior test or inspection.

7.2. SELLER and its suppliers shall establish and maintain a quality management and counterfeit parts program consistent with current industry standards (e.g., ISO9001, AS9100, AS9115, AS9120, AS5553, AS6496, AS6174, etc.). Subject to applicable national security regulations, BUYER and BUYER's Customer shall have the right of access, on a non-interference basis, to any area of SELLER’s or SELLER’s supply chain sub-tier premises where any part of the work is being performed. SELLER shall flow this requirement down to its sub-tier supply chain suppliers as a condition of this Agreement. SELLER shall, without additional costs to BUYER, provide all reasonable in-plant accommodations, facilities, and assistance for the safety and convenience of the BUYER and the BUYER’s representatives in the performance of their duties.

7.3. SELLER shall keep and maintain inspection, test, and related records, which shall be available to BUYER or BUYER’s representative. SELLER shall allow copies to be made and shall furnish all information required by the BUYER or BUYER's Customer.
8.0 REJECTION

8.1. If SELLER delivers non-conforming Goods or Services, BUYER may, at its option and SELLER’s expense: (i) return the Goods for refund or credit; (ii) require SELLER to promptly correct or replace the Goods or Services; (iii) correct the nonconformance; or, (iv) obtain conforming Goods or Services from another source. BUYER shall specify the reason for any return or rejection of nonconforming Goods or Services and/or shall describe the action taken. SELLER shall be liable for any increase in costs, including procurement costs attributable to BUYER’s rejection of the non-conforming Goods or Services. If BUYER determines or has reason to believe that Goods provided contain suspect and/or counterfeit parts, BUYER shall provide SELLER the appropriate notice, and impound and report the suspect/counterfeit parts per industry standards.

9.0 PAYMENT, TAXES, AND DUTIES

9.1. Unless otherwise provided, terms of payment shall be net sixty (60) days from actual delivery of Goods or Services and BUYER’s receipt of SELLER’s proper invoice (as defined in the Agreement).

9.2. Each payment made shall be subject to reduction to the extent of amounts which are found by BUYER or SELLER not to have been properly payable, to include overpayments. SELLER shall promptly notify BUYER of any such overpayments found by SELLER.

9.3. BUYER shall have a right to recoup or setoff against payments due or at issue under this Agreement or any other subcontract between the parties.

9.4. Payment shall be deemed to have been made as of the date of mailing BUYER’s payment or electronic funds transfer.

9.5. Unless otherwise specified, prices include all applicable federal, state and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice. Prices shall not include any taxes, impositions, charges or exactions for which BUYER has furnished a valid exemption certificate or other evidence of exemption.

9.6. Payment will be in United States dollars unless otherwise agreed to by specific reference in this Agreement.

10.0 CHANGES

10.1. By written order, BUYER may from time-to-time direct changes for:
10.1.1. Technical requirements; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities, delivery schedules or both; (v) amount of BUYER– furnished property; (vi) time of performance; (vii) place of performance; and, (viii) terms and conditions of this Agreement required to meet BUYER’s obligations under BUYER’s Government prime contract or subcontract.

10.1.2. If any such change causes an increase or decrease in the price or in the time required for its performance, SELLER shall promptly notify BUYER thereof and assert its claim for equitable adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this provision shall excuse SELLER from proceeding immediately with the directed change(s). Changes shall not be binding upon BUYER except when specifically confirmed in a written subcontract or change order. Only the BUYER Procurement Representative has authority on behalf of BUYER to make changes to this Agreement.

11.0 FORCE MAJEURE

11.1. The following events, and only the following events, shall constitute force majeure under this Agreement: (a) acts of God or of a public enemy; (b) acts of Government; (c) fires; (d) floods; (e) epidemics; (f) quarantine restrictions; (g) strikes; (h) freight embargoes; and, (i) unusually severe weather. In each case, the failure to perform must be entirely beyond the control and without the fault or negligence of the SELLER. Each party shall give the other immediate notice of any event that such party claims is a Force Majeure condition that would prevent the party from performing its obligations hereunder, and of the cessation of the condition. A party’s notice under this Section shall include the party’s good faith estimate of the likely duration of the Force Majeure condition.

12.0 TERMINATION FOR CONVENIENCE

12.1. BUYER may, in its sole discretion and by notice in writing, direct SELLER to terminate work under this Agreement in whole or in part, at any time, and such termination shall not constitute default. In such event, BUYER shall have all rights and obligations accruing to it either at law or in equity, including BUYER’s rights to title and possession of the goods and materials paid for. BUYER may take immediate possession of all work so performed upon notice of termination.

12.2. SELLER shall immediately stop work and limit costs incurred on the terminated work.
12.3. Upon termination for convenience, BUYER, after deducting any amount(s) previously paid, shall reimburse SELLER for the actual, reasonable, substantiated, and allowable costs with the total amount to be paid by the BUYER, being determined by BUYER, and not to exceed the value of the Agreement.

13.0 TERMINATION FOR DEFAULT

13.1. BUYER may, by written Notice of Default to SELLER, terminate this Agreement in whole or in part if the SELLER fails to: (i) deliver the Goods or to perform the Services within the time specified in this Agreement or any extension; (ii) make progress, so as to endanger performance of this Agreement; or, (iii) perform any of the other provisions of this Agreement.

13.2. BUYER may, by written Notice of Default to SELLER, terminate this Agreement in whole or in part if the SELLER fails to: (i) deliver the Goods or to perform the Services within the time specified in this Agreement or any extension; (ii) make progress, so as to endanger performance of this Agreement; or, (iii) perform any of the other provisions of this Agreement.

13.3. SELLER shall promptly notify BUYER if SELLER is the subject of any petition in bankruptcy. In the event of SELLER's bankruptcy, BUYER may require SELLER to post such financial assurance, as BUYER, in its sole discretion, deems necessary. Failure to post such financial assurance upon ten (10) days written notice shall constitute a default under this Agreement. The rights and remedies of BUYER in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

13.4. If SELLER is terminated for default pursuant to this clause, SELLER is liable to the BUYER for any excess repurchase costs incurred in acquiring goods and/or services similar to those terminated for default, and for any other damages, whether or not repurchase is affected.

14.0 COMPLIANCE WITH LAW

14.1. Progress The provisions of this Agreement shall be interpreted in accordance with the laws of the State of New York without regard to its conflict of law provisions, except that any provision in this Agreement that is (i) incorporated in full text or by reference from the Federal Acquisition Regulations (FAR); (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or; (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted
according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the federal Government. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction and venue of the state and federal courts located in the State of New York and the Parties hereby consent to such jurisdiction and venue.

14.2. SELLER, at its expense, shall provide reasonable cooperation to BUYER in conducting any investigation regarding the nature and scope of any failure by SELLER or its personnel to comply with applicable local, state, and federal laws, orders, rules, regulations, and ordinances that may affect the performance of SELLER’s obligations under this Agreement.

14.3. SELLER, in the performance of this Agreement, shall comply with all applicable local, state, and federal laws, orders, rules, regulations, ordinances, guidelines, directives, FAA, DOT and other transportation regulations and Hazard Communication Standards promulgated pursuant to the Occupational Health and Safety Act. SELLER shall procure all licenses/permits, pay all fees, and other required charges. NOTE: Export licenses, unless otherwise specified in the Agreement, will be obtained by BUYER.

14.4. If: (i) BUYER’s contract price or fee is reduced; (ii) BUYER’s costs are determined to be unallowable; (iii) any fines, penalties, withholdings, or interest are assessed on BUYER; or (iv) BUYER incurs any other costs or damages; as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, BUYER may proceed as provided for in 14.5 below.

14.5. Upon the occurrence of any of the circumstances, other than withholdings, identified in paragraph (2) above, BUYER may make a reduction of corresponding amounts (in whole or in part) in the price of this Agreement or any other contract with SELLER, and/or may demand payment (in whole or in part) of the corresponding amounts. SELLER shall promptly pay amounts so demanded. In the case of withholding(s), BUYER may withhold the same amount from SELLER under this Agreement.

14.6. SELLER represents that each chemical substance constituting or contained in products sold or otherwise transferred to BUYER hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.

14.7. Export Control and Compliance:
14.7.1. If this order involves the delivery of products, software, software documentation, technical data, or computer services (which includes design, assembly, testing, repair, maintenance, or modification of BUYER products or technologies) subject to United States export control laws and regulations, SELLER shall comply with all applicable US export and re-export control laws and regulations and any local government export regulations. Within 30 days of contract award or prior to receipt by BUYER, SELLER shall also provide BUYER with all applicable trade control classification information (e.g. ECCNs, USML codes, HTS codes, Schedule B codes) for the commodities supplied to BUYER.

14.7.2. ITAR Control and Compliance – Companies engaged in manufacturing, exporting, or modification of Defense Articles or furnishing Defense Services (whether or not the Defense Articles or Services are intended for export) are required to register with the Department of State, Directorate of Defense Trade Controls (“DDTC”) in accordance with ITAR 22 C.F.R 122. If so engaged, SELLER, by its offer and/or acceptance of this order, represents that it is registered with the DDTC. Proof of such registration will be promptly provided to BUYER upon request.

14.7.3. Non-U.S. Companies – Non-U.S. companies shall be registered as required under its local government export regulations and shall also provide the applicable trade control classification information for its commodities as indicated above. Canadian companies must be registered by the Canadian Federal or Provincial government authorities.

14.7.4. SELLER shall maintain its registration throughout the complete period of performance of this order, including any warranty period, and shall immediately notify BUYER in the event that any such registration and/or other required authorization is revoked, expired, or invalidated for any reason.

14.7.5. Where SELLER holds an export license or export agreement (e.g. TAA, MLA), SELLER shall provide prompt notification to the BUYER Procurement Representative in the event of changed circumstances including, but not limited to, changes in SELLER’s ownership or address, ineligibility, a violation or potential violation of the ITAR or other export control regulation, and the initiation or existence of a U.S. Government investigation, that could affect the SELLER’s performance under this Agreement.
14.7.6. SELLER warrants that it is not (1) a person or entity whose name appears on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control U.S. Department of Treasury (“OFAC Listed Person”) or (2) a department, agency, or instrumentality of, or otherwise controlled by or acting on behalf of any OFAC Listed Person or the government of a country subject to U.S. economic sanctions administered by OFAC. SELLER further warrants that it will immediately notify BUYER if it becomes subject to any of the foregoing lists or sanctions.

14.7.7. If BUYER provides technical data required to perform this contract and such data is subject to the ITAR or EAR, SELLER shall comply with all export licenses and the following:

- The technical data shall be used only in performance of work required by this Contract;
- The data shall not be disclosed to any Non-U.S, Person, including SELLER’s subcontractors within the same country, unless said person or company is expressly authorized in advance pursuant to an export license or export agreement. The restrictions on the disclosure of export-controlled data apply to both data furnished by BUYER and to any such data incorporated in documents generated by SELLER;
- Electronic transmission of such data by SELLER to BUYER or to third parties, where authorized, must be encrypted by BUYER;
- Any rights in the data may not be acquired by SELLER or any other Non-U.S. Person, except as subject to separate agreement with the BUYER;
- SELLER shall return, or at BUYER’S direction, destroy all of the technical data exported to SELLER pursuant to this Contract upon fulfillment of its terms; and
- SELLER shall include paragraphs (a) through (e) and this paragraph (f) of this clause or equivalent provisions in lower-tier subcontracts for the delivery of items that will be included in or delivered as work to BUYER.

14.7.8. SELLER shall: (i) comply with the requirements of the Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§ 78dd-1, et. seq.) (as amended),
regardless of whether SELLER is within the jurisdiction of the United States; (ii) neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery; and, (iii) SELLER hereby agrees not to interact with any government official, political party or public international organization on behalf of BUYER without the prior written permission of the BUYER’s Procurement Representative.

14.7.9. SELLER’s failure to comply with the entirety of this Article shall be immediate cause for default.

15.0 STANDARDS FOR BUSINESS ETHICS AND CONDUCT

BUYER will conduct its business fairly, impartially, and in an ethical and proper manner. SELLER shall conduct its business fairly, impartially, and in an ethical and proper manner and in doing so SELLER shall adhere to BUYER’s published Code of Ethics, which is available at [https://www.renk-group.com/en/company/quality-management/](https://www.renk-group.com/en/company/quality-management/). SELLER shall not engage in any personal, business, or investment activity that may be defined as a conflict of interest, whether real or perceived. If SELLER has cause to believe that BUYER or any employee or agent of BUYER has behaved improperly or unethically under this Agreement, SELLER is encouraged to exert reasonable effort to report such behavior when warranted.

16.0 INTELLECTUAL PROPERTY (see Alternate 1 below for International application)

16.1. Unless otherwise expressly set forth in the agreement or subsequent writing, any work, writing, idea, discovery, improvement, invention (whether patentable or not), trade secret or intellectual property of any kind first made or conceived by SELLER in the performance of this Agreement or which is derived from the use of information supplied by BUYER shall be the exclusive property of the BUYER. SELLER shall disclose promptly all such works, writings, ideas, discoveries, improvements, inventions, trade secrets or intellectual property to BUYER, and shall execute all necessary documents to perfect BUYER’s title thereto and to obtain and maintain effective protection thereof. Unless otherwise expressly set forth in the Agreement or subsequent writing, any work produced under this Agreement is to be deemed a work-for-hire to the extent permitted by law, and, to the extent not so permitted, shall be assigned to, and shall be, the exclusive property of, the BUYER. SELLER shall ensure that BUYER’s customer receives appropriate license rights in works, inventions, and
other intellectual property in accordance with the relevant clauses flowed down to SELLER.

16.2. SELLER hereby grants to BUYER, and to BUYER’s subcontractors and customers, in connection with the use, offer for sale, or sale of products provided to or work being performed for BUYER, an irrevocable, non-exclusive, paid-up worldwide license under any and all intellectual property (whether domestic or foreign), including patents, copyrights, industrial designs and/or mask works owned or controlled by SELLER at any time or licensed to SELLER, provided such a sublicense does not conflict with any provisions of the license to the SELLER.

16.3. SELLER hereby grants to BUYER, and to BUYER’s subcontractors and customers, a perpetual, non-exclusive, paid-up worldwide license to reproduce, distribute copies of, perform publicly, display publicly, or make derivative works from any software included in or provided with Goods or Services under this Agreement (Software Documentation) as reasonably required by BUYER in connection with BUYER’s testing or use of the Good or Service.

[Alternate I - for International application]

17.0 INTELLECTUAL PROPERTY

17.1. Background (Preexisting) Intellectual Property. SELLER grants to BUYER, and to BUYER’s subcontractors, suppliers, and customers in connection with goods or work being performed by BUYER, an irrevocable, nonexclusive, paid-up, worldwide license under any information, know-how, inventions, patents, industrial designs, and mask works (whether domestic or foreign) owned or controlled by SELLER at any time before or during the term of this contract, but only to the extent that the absence of such would otherwise interfere with BUYER’s or BUYER’s subcontractors’, suppliers’, or customers; use or enjoyment of goods or the work product or foreground inventions belonging to BUYER under this Agreement.

17.2. Foreground Intellectual Property. Unless otherwise expressly set forth in the Agreement or subsequent writing, all information, know-how, inventions, patents, industrial designs, and mask works (whether domestic or foreign) conceived, developed, or first reduced to practice by, for, or with SELLER in the course of any work that is performed under this Agreement and any patents resulting from such inventions (both domestic and foreign) shall be the property of BUYER. SELLER will (i) promptly disclose all such inventions to BUYER in written detail and (ii) execute all papers, cooperate with BUYER, and perform
all acts necessary and appropriate in connection with the filing, prosecution, maintenance, or assignment of related patents or patent applications on behalf of BUYER. SELLER shall ensure that BUYER’s customer receives appropriate license rights in works, inventions, and other intellectual property in accordance with the relevant clauses flowed down to SELLER.

17.3. Preexisting Works of Authorship and Copyright. Unless superseded by an attached SELLER Software License Agreement agreed to in writing by both BUYER and SELLER, SELLER grants to BUYER, and to BUYER’s subcontractors, suppliers, and customers in connection with goods or work being performed by BUYER, a perpetual, irrevocable, nonexclusive, paid-up, worldwide license in SELLER’s copyrights to reproduce, distribute copies of, perform publicly, display publicly, and make derivative works from software included in or provided with or for Goods (software) and related information and materials (software documentation) that is owned or controlled by SELLER at any time before or during the term of this Agreement, but only to the extent that such copyrights would otherwise interfere with BUYER’s or BUYER’s subcontractors’, suppliers’, or customers’ use or enjoyment of Goods or the work products, inventions, or works of authorship belonging to BUYER and resulting from this Agreement.

17.4. Foreground Works of Authorship and Copyrights. Unless otherwise expressly set forth in the Agreement or subsequent writing, all works of authorship (including, but not limited to, documents, data, drawings, software, software documentation, photographs, video tapes, sound recordings, and images) created by, for, or with SELLER in the course of any work performed under this Agreement, together with all copyrights subsisting therein, shall be the sole proprietary property of BUYER. To the extent permitted under United States copyright law, all such works will be works made for hire, with the copyrights therein vesting in BUYER. The copyrights in all other such works, including all of the exclusive rights therein, will be promptly transferred and formally assigned free of any additional charges to BUYER. SELLER shall ensure that BUYER’s customer receives appropriate license rights in works of authorship in accordance with the relevant clauses flowed down to SELLER.

17.5. BUYER Supplied Data. Any information supplied by the BUYER shall remain BUYER’s property, shall not be photo-stated or otherwise duplicated without BUYER’s written consent and shall be returned to BUYER upon completion of Agreement or upon demand.
18.0 PROPRIETARY INFORMATION AND RIGHTS

18.1. Subject to 15(d) and Article 14, Intellectual Property, the Parties shall only share Proprietary Information under this Agreement pursuant to an existing Proprietary Information Agreement (PIA) as incorporated into the Agreement.

18.2. Unless otherwise agreed to in a subsequent writing or expressly set forth in this Agreement and subject to Article 15(d), all specifications, information, data, drawings, software, and other items supplied to BUYER shall be disclosed to BUYER without any restrictive rights on a non proprietary basis;

18.3. Unless otherwise agreed to in a subsequent writing or expressly set forth in this Agreement and subject to Article 15(d), all specifications, information, data, drawings, software, and other items which are: (i) supplied to SELLER by BUYER; or, (ii) paid for by BUYER and/or BUYER’s customer during the performance of this Agreement shall be treated as proprietary to BUYER and shall not be disclosed to any third party without BUYER’s express written consent. SELLER agrees not to use any such furnished information except to perform this Agreement; and,

18.4. Applicable U.S. Government Procurement Regulations incorporated into this Agreement shall take precedence over any conflicting provision of this Article 15 to the extent that such Regulations so require. The incorporation by reference of such Regulations dealing with SELLER’s rights in Technical Data, subject inventions, copyrights, software and similar intellectual property are not intended to, and shall not, unless otherwise required by applicable law, obviate or modify any greater rights which SELLER may have previously granted to BUYER pursuant to prior agreements between the parties.

19.0 GOODS WARRANTY

19.1. SELLER warrants the Goods delivered pursuant to this Agreement, unless specifically stated otherwise in this Agreement, shall (i) be new; (ii) be and only contain materials obtained directly from authorized sources; (iii) not be or contain Counterfeit Items; (iv) contain only authentic, unaltered labels and other markings; (v) have documentation that authenticates traceability to the applicable authorized source, that can made available upon request; and (vi) be free from defects in workmanship, materials, and design and conform to all the specifications and requirements of this Agreement. These warranties shall survive inspection, test, final acceptance, and payment of Goods and Services.

19.2. SELLER warrants that any hardware, software, and firmware Goods delivered under this Agreement to the extent reasonably possible: (i) do not contain any
viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to (a) damage, destroy, or alter any software or hardware; (b) reveal, damage, destroy, or alter any data; (c) disable any computer program automatically; or (d) permit unauthorized access to any software or hardware; and (ii) do not contain any 3rd party software (including software that may be considered free software or open source software) that (a) may require any software to be published, accessed or otherwise made available without the consent of BUYER or (b) may require distribution, copying or modification of any software free of charge.

19.3. This warranty entitlement shall inure to the benefit of both BUYER and BUYER’s customer and shall cover a period of 12 months following final acceptance; and,

19.4. SELLER shall be liable for and save BUYER harmless from any loss, damage, or expense whatsoever that BUYER may suffer from the breach of any of these warranties. Remedies shall be at BUYER’s election, including those specified in Article 6 herein.

20.0 SERVICES WARRANTY

Unless stated otherwise in the documents accompanying these terms and conditions, SELLER shall warrant all services against defects in performance for a period of one year following delivery. If this Agreement includes the provision of Services, SELLER warrants that it has and will maintain sufficient trained personnel to promptly and efficiently execute the Services contemplated under this Agreement. SELLER further warrants that the Services shall be performed to high professional standards reasonably expected of similar service providers in BUYER’s geographic region.

21.0 INTERNATIONAL TRANSACTIONS

When BUYER has identified an offset obligation directly related to the performance of this Agreement in its solicitation or in relation to any properly enacted modification, and SELLER’s performance of this Agreement generates offset credits which BUYER could use to satisfy that identified offset obligation, then BUYER shall have the right to such SELLER offset credits. The BUYER shall have no rights to any other offset credits that may be generated by the SELLER in connection with this Agreement. The SELLER agrees to provide all reasonably necessary information in such form as may be required to enable BUYER to obtain the aforementioned offset credits.
22.0 INDEMNIFICATION

22.1. SELLER shall indemnify, hold harmless, and at BUYER’s request, defend BUYER, its officers, directors, customers, agents and employees, against all claims, liabilities, damages, losses and expenses, including attorneys’ fees and cost of suit arising out of or in any way connected with the Goods or Services provided under this Agreement, including, without limitation: (i) the breach of any warranty contained herein; (ii) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean-up costs; (iii) SELLER failing to satisfy the Internal Revenue Service’s guidelines for an independent contractor; (iv) any claim based on the negligence, omissions or willful misconduct of SELLER or any of SELLER’s agents, subcontractors, employees or anyone acting on behalf of SELLER; and, (v) any claim by a third party against BUYER alleging that the Goods or Services (including but not limited to software), the results of such Services, or any other products or processes provided under this Agreement, infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes. SELLER shall not settle any such suit or claim without BUYER’s prior written approval. SELLER agrees to pay or reimburse all costs that may be incurred by BUYER in enforcing this indemnity, including attorneys’ fees.

22.2. Should BUYER’s use, or use by its distributors, subcontractors or customers, of any Goods or Services purchased from SELLER be enjoined, be threatened by injunction, or be the subject of any legal proceedings, SELLER shall, at its sole cost and expense, either: (i) substitute fully equivalent non-infringing Goods or Services; (ii) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (iii) obtain for BUYER, its distributors, subcontractors or customers the right to continue using the Goods or Services; or, (iv) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

22.3. SELLER shall without limitation as to time, defend, indemnify and hold BUYER harmless from all liens which may be asserted against property covered hereunder, including without limitation mechanic’s liens or claims arising under Workers’ Compensation or Occupational Disease laws and from all claims for injury to persons or property arising out of or related to such property unless the same are caused solely and directly by BUYER’s negligence.

22.4. SELLER shall without limitation as to time, defend, indemnify and hold BUYER harmless from all Workers’ Compensation or Occupational Disease laws claims.
for bodily injury including death to employees of SELLER brought forth by the SELLER’s employees and/or their family arising out of or in connection with this Agreement.

23.0 FURNISHED PROPERTY

23.1. All drawings, tools jigs, dies, fixtures, materials, and other property supplied or paid for by BUYER and/or BUYER’s customer shall be and remain the property of BUYER and/or BUYER’s customer; and if SELLER fails to return such property upon BUYER’s demand, BUYER shall have the right, upon reasonable notice, to enter SELLER’s premises and remove any such property at any time without being liable for trespasses or damages of any sort.

23.2. All such items shall be used only in the performance of work under this Agreement unless BUYER consents otherwise in writing.

23.3. SELLER shall have the obligation to maintain any and all property furnished by BUYER to SELLER and all property to which BUYER acquires an interest by this Agreement and shall be responsible for all loss or damage to said property except for normal wear and tear. For U.S. Government contracts, SELLER’s responsibility for loss or damage to said property shall be determined in accordance with FAR Part 52.245-1 or FAR Part 52.245-1 Alternate I, as applicable.

23.4. Upon request, SELLER shall provide BUYER with adequate proof of insurance against such risk of loss or damage.

23.5. SELLER shall clearly mark, maintain an inventory, and keep segregated or identifiable all of BUYER’s property. At BUYER’s request, and/or upon completion of this Agreement, SELLER shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by BUYER.

24.0 INSURANCE

24.1. If this Agreement is for the performance of Services on BUYER’s premises or BUYER’s customer’s premises, or, SELLER utilizes their own vehicles to deliver Goods to BUYER’s facility, SELLER shall maintain the following insurance in at least the minimum amounts stated herein. SELLER shall also maintain, and SELLER shall cause its subcontractors to maintain, such general liability, property damage, employers’ liability, and worker’s compensation insurance, professional errors and omissions insurance, motor vehicle liability (personal injury and property damage) insurance and aviation liability as are maintained
in their normal and ordinary course of business. Upon request by the BUYER, SELLER shall provide certificates of insurance evidencing limits of not less than the following:

24.1.1. Commercial General Liability $5,000,000 combined single limit per occurrence (including products/completed operations and contractual liability coverage).

24.2. Workers’ Compensation Statutory for the jurisdiction where the work is to be performed, including Federal Acts if applicable Employers’ Liability, $1,000,000 each person/accident. In states where Workers’ Compensation insurance is a monopolistic state-run system (e.g., Ohio, Washington, North Dakota, and Wyoming), SELLER shall add Stop Gap Employers Liability with limits not less than $500,000 for each accident or disease. To the extent that any work to be performed is subject to the Jones Act, the Longshore and Harbor Workers’ Compensation Act, or the Defense Base Act, the Workers’ Compensation policy must be endorsed to cover such liability under such Act.

24.3. Automobile Liability $5,000,000 combined single limit per accident.

Some or all of the following additional insurance coverages may be required, depending upon the nature of the work to be performed. These additional insurance requirements if any will be identified in the BUYER’s Agreement.

If Applicable:

24.3.1. Professional Liability $5,000,000 per claim:

- Internet Liability and Network Protection (Cyber-risk) insurance with limits of at least $2,500,000 each claim or wrongful act.

- Media Liability insurance with limits of at least $2,500,000 each claim or wrongful act.

24.3.2. Aviation Liability including products $50,000,000 per occurrence (including aircraft products and completed operations and War, Hijacking and other perils (AVN 52D)).

24.3.3. Hangar-keepers’ Liability $50,000,000 per occurrence.

24.3.4. All Risk Property Insurance Replacement Value (covering property of BUYER or BUYER’s customer in the care, custody or control of SELLER and include BUYER as Loss Payee.
24.3.5. Fidelity or Crime insurance covering employee dishonesty, including but not limited to dishonest acts of SELLER, its employees, agents, subcontractors and anyone under SELLER’s supervision or control. The SELLER shall be liable for money, securities or other property of BUYER. SELLER shall include a client coverage endorsement written for limits of at least $1,000,000 and shall include BUYER as Loss Payee.

24.3.6. Environmental Insurance (Contractor's Pollution Liability) with limits of at least $5,000,000 each occurrence, claim, or wrongful act and $10,000,000 aggregate. The policy must include BUYER, its Affiliates, and their directors, officers, and employees as Additional Named Insured’s. SELLER shall provide a copy of the Additional Insured endorsement to BUYER. If required within the scope of SELLER's work to be performed, the insurance required herein cannot exclude coverage for bodily injury, property damage, pollution or environmental harm resulting from or arising out of the work to be performed, asbestos, lead or silica-related claims, claims arising out of microbial matter or bacteria, testing, monitoring, measuring operations or laboratory analyses, or liability arising out of the operation of a treatment facility. The policy must contain a separation of insured's clause. If a motor vehicle is used in connection with the work to be performed, the Business Automobile Liability policy will include coverage at least as broad as Insurance Services Office (ISO) CA 9948 and be endorsed to include Motor Carrier Act endorsement MCS 90.

24.3.7. Pollution Legal Liability with limits of at least $3,000,000 each occurrence, claim, or wrongful act and $6,000,000 aggregate. The above limits may be satisfied by any combination of both primary and excess limits. SELLER shall arrange a waiver of subrogation for the above and with the exception of 2.(Workmen’s Comp), B.(Aviation Liability), C (Hangar-keeper’s Liability), D (All Risk Property), & E. (Fidelity or Crime) shall name BUYER as an additional insured under each of the above policies and shall provide to BUYER, within fifteen (15) days of BUYER issuance of this Agreement, a Certificate of Insurance evidencing compliance with this section The SELLER shall notify BUYER when cancellation or any material change in the policies adversely affects the interests of the BUYER in such insurance and such
changes shall not become effective until thirty (30) days after written notice is provided to the BUYER.

25.0 RELEASE OF INFORMATION

25.1. Except as required by law, SELLER shall not publish any information developed under this Agreement, nor disclose, confirm, or deny any details about the existence or subject matter of this Agreement, or use BUYER’s name in connection with SELLER’s sales promotion or publicity without prior written approval of the BUYER.

26.0 DISPUTES

All disputes under this Agreement that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. Pending final resolution of a dispute hereunder, SELLER shall proceed diligently with the performance of this Agreement and in accordance with all the Terms and Conditions contained herein and with the BUYER’s direction thereof. BUYER and SELLER shall each bear its own costs of processing any dispute hereunder. In no event shall the SELLER acquire any direct claim or direct course of action against the United States Government.

If this Agreement is in support of a prime contract or higher tier subcontract supporting the U.S. Government, the following terms shall apply, notwithstanding any other provisions in this Agreement:

26.1. Any decision of the Contracting Officer under the prime contract which binds BUYER shall bind both BUYER and SELLER to the extent that it relates to this Agreement—provided that:

- The BUYER notifies with reasonable promptness the SELLER of such decision.
- The BUYER, at its sole discretion, authorizes in writing the SELLER to appeal in the name of the BUYER such decision at its own expense; or
- If BUYER should appeal such decision, BUYER at its sole discretion offers to the SELLER the opportunity at its own expense to join BUYER in such appeal.

26.2. Any decision upon such appeal, when final, shall be binding upon the SELLER.
26.3. The SELLER shall keep BUYER informed of any appeal it makes by providing copies of all pertinent documents to BUYER.

26.4. The SELLER shall indemnify and hold harmless from any and all liability of any kind incurred by or imputed to BUYER under Section 5, “Fraudulent Claims,” of the Contract Disputes Act of 1978, as amended, if SELLER is unable to support any part of its claim and it is determined that such inability is attributable to fraud or misinterpretation of fact on the part of SELLER.

Pending any prosecution, appeal, or final decision or settlement of any dispute arising under this Agreement, the SELLER shall proceed diligently, as directed by BUYER, with the performance of this Agreement.

Nothing in this clause nor any authorization or offer shall be deemed to constitute acceptance or acknowledgement by BUYER of the validity of SELLER’s claim or any part thereof, nor be deemed to limit or in any way restrict BUYER from taking any actions, included available remedies, it deems appropriate to protect its own interests.

As used in this clause, the word “appeal” means an appeal taken under the Contract Disputes Act of 1978, as amended. In no event shall the SELLER acquire any direct claim or direct course of action against the U.S. Government.

27.0 ASSIGNMENTS, SUBCONTRACTING, ORGANIZATIONAL CHANGES

27.1. Neither this Agreement nor any interest herein nor claim hereunder may be transferred, novated, assigned, or delegated by SELLER; nor may all or substantially all of this Agreement be further subcontracted by SELLER without the prior written consent of BUYER. Lack of consent shall not be deemed as a waiver or otherwise relieve SELLER of its obligations to comply fully with the requirements hereof.

27.2. Notwithstanding the above, SELLER may, without BUYER’s consent, assign moneys due or to become due hereunder provided BUYER continues to have the right to exercise any and all of its rights hereunder, settle any and all claims arising out of, and enter into amendments to the Agreement without notice to or consent of the assignee. BUYER shall be given prompt notice of any assignment. Amounts so assigned shall continue to be subject to any of BUYER's rights to set-off or recoupment under this Agreement or at law.

27.3. BUYER may assign this Agreement to any successor in interest.
27.4. SELLER shall promptly notify BUYER in writing of any organizational changes made by SELLER, including name or ownership changes, mergers or acquisitions.

28.0 GOVERNMENT CONTRACTS

For each Agreement awarded in support of and charged to a U.S. Government Contract, the provisions found in Supplement 1 – U.S. Government Contract Provisions from the FAR (Corporate Form CC009) and Supplement 2 – U.S. Government Contract Provisions from the DFARS (Corporate Form CC010) shall apply along with any other applicable and mandatory flow-downs required by the FAR or DFARS or any other Federally published Supplement. All such appended FAR, DFARS, or other clauses are incorporated by reference as if set forth at length herein. SELLER agrees that all such clauses that under applicable law must flow-down to lower tier subcontractors of BUYER shall so flow-down to SELLER’s subcontractors. SELLER further agrees to promptly provide RENK America with all information required for RENK America to fulfill its obligations to the U.S. government under the terms of its prime contract or higher-tier subcontract, including information required for BUYER to satisfy its obligations under FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards, and FAR 52.204-14, Service Contract Reporting Requirements.

29.0 ORDER OF PRECEDENCE

Any inconsistency or conflict in this Agreement shall be resolved by giving precedence in the following order: (a) the face of BUYER’s Agreement, Purchase Order, and/or Task Order, including Corporate Forms CC009, CC010, and CC011 and any other agency supplemental clauses that are noted on the face of the BUYER’s document; (b) these General Terms and Conditions for Supplies and Services Agreements (CC008); (c) any other provisions set forth in the Agreement, including any terms and conditions stated or referenced therein; (d) the Statement of Work; and (e) Specifications attached hereto or incorporated by reference.

30.0 INDEPENDENCE CONTRACTOR STATUS

SELLER is, and shall remain, an independent contractor during the performance of this Agreement.
31.0 COMMUNICATION WITH BUYER’S CUSTOMER

BUYER shall be solely responsible for any and all communication with BUYER’s customer regarding this or any related Agreement. This clause does not prohibit SELLER from communicating with the U.S. Government regarding (1) matters SELLER is required by law or regulation to communicate to the Government, (2) fraud, waste, or abuse communicated to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information, or (3) any matter for which this Agreement, including a FAR or FAR Supplement clause included in this Agreement, provides for direct communication by SELLER to the Government.

32.0 CONFLICT OF INTEREST

It is understood and agreed that the SELLER, under the terms of this Agreement, or through the performance of this Agreement, is neither obligated nor expected to deliver or provide material or perform work, which will place the SELLER in an Organizational Conflict of Interest (OCI) per FAR 9.5, which could serve as a basis for excluding the SELLER from supplying products or services to the U.S. Government customer. It will be the SELLER’s responsibility to identify any situation in which the potential for an OCI exists. Failure to provide such notice will be considered a material breach of this Agreement.

33.0 AUDIT RIGHTS

Buyer reserves the right to audit SELLER’s records to assure compliance with the terms of this Agreement. SELLER shall make available all data reasonably requested by BUYER and/or BUYER’s Representative.

34.0 SELLER BUSINESS SYSTEMS

“SELLER Business Systems” as used in this clause means SELLER’s material management and accounting system, cost estimating system, accounting system, earned value management system, property management system, and purchasing system. When SELLER’s Business Systems are reviewed and approved by a Government agency, SELLER shall provide prompt notice to BUYER whenever there is a material change in the status of the Government’s approval or determination of adequacy of any of SELLER’s Business Systems. Should the Government observe a deficiency in SELLER’s Business Systems and if any of those systems produces data that is integral to the output of the BUYER, acting in its role as a prime to the Government or to another prime contractor,
which may result in the SELLER’s and/or BUYER’s Business Systems being disapproved, SELLER shall be liable for and save BUYER harmless from any loss, damage, or expense whatsoever that BUYER may suffer.

35.0 ELECTRONIC TRANSMISSIONS

35.1. The parties agree that if this Agreement is transmitted electronically, neither party shall contest its validity, or any acknowledgment thereof, on the basis that this Agreement or acknowledgment contains an electronic signature.

35.2. SELLER shall, at BUYER’s request and SELLER’s expense, send and receive business transactions by electronic means using Web-based technologies. Such Web-based technologies for electronic transmissions may include a) email and (b) the Internet directly between BUYER and SELLER.

36.0 STANDARDS ON SLAVERY AND COMBATTING HUMAN TRAFFICKING IN THE SUPPLY CHAIN

36.1. SELLER – Pursuant to the California Transparency in Supply Chains Act and consistent with BUYER’s commitment to excellence and corporate social responsibility, BUYER supports the eradication of human trafficking and slavery in supply chains around the world, including in our own. BUYER sets forth the following Standards that SELLER shall meet in order to do business with BUYER:

- SELLER shall operate in full compliance with the laws of their respective countries and with all other applicable laws, rules and regulations.

- SELLER shall employ only workers who meet the applicable minimum legal age requirement for employment in the country or countries in which they are doing business.

- SELLER shall not employ any prison, indentured or forced labor.

- SELLER shall comply with all applicable laws, regulations and industry standards on working hours and working conditions.

- SELLER shall certify that materials incorporated into goods provided to BUYER comply with the laws regarding slavery and human trafficking of the country or countries in which SELLER is doing business.

36.2. If BUYER determines that supplier has violated these Standards, BUYER may, in its discretion, either terminate this Agreement and/or require the supplier to implement a corrective action plan as a condition of future business.
37.0 CONFLICT MINERALS

By accepting these terms and conditions, SELLER agrees to timely respond, to the best of its knowledge and belief following a reasonable country of origin due diligence inquiry in accordance with the framework in the Organization for Economic Cooperation and Development (OECD) Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas or other prevailing industry standard, to any request by, or on behalf of, BUYER, for information on the origin, source and chain of custody information of 3TG (tin, tantalum, tungsten, and gold) minerals necessary to the functionality or production of a product manufactured by you or supplied by you to BUYER. Further, SELLER agrees to provide BUYER timely notice when SELLER becomes aware that any 3TG in a product or component it supplies to BUYER finances or benefits armed groups in the Democratic Republic of Congo or an adjoining country. In addition, you understand and acknowledge that any information you provide in this regard may be used by BUYER to comply with its reporting obligations under the Rule 13p-1 of the Securities and Exchange Act of 1934, as amended and the Dodd-Frank Wall Street Reform and Consumer Protection Act, including filing a Form SD and Conflict Minerals Report with the U.S. Securities and Exchange Commission.

38.0 LAST BUY NOTICE

38.1. The BUYER may in the future wish to, but makes no commitment to, acquire additional items, parts, subcomponents, and/or components like those to be/being acquired under this Agreement.

The SELLER shall notify the BUYER in writing of any:
- Items, parts, subcomponents, and/or components, and/or
- Electronics in equipment, assemblies, subassemblies, parts, components or items delivered or to be delivered under this Agreement, whether supplied by the SELLER or by the SELLER's lower-tier subcontractor(s), that are or are expected to be going out of production or will no longer be commercially available.

To the extent practicable, SELLER shall provide BUYER with a “last time buy” notice for such “end-of-life” items at least twelve (12) months prior to their
anticipated date of discontinuance or unavailability. However, if twelve (12) months’ notice is not reasonable given the circumstances, then SELLER shall provide BUYER with notice as soon as practicably possible.

SELLER is to specifically identify those items by name or title, part number(s), function and location in the item delivered, and the name and address of the supplier

39.0 LEINS

SELLER shall keep its work and all goods supplied by it hereunder and BUYER premises free and clear of all liens and encumbrances, including mechanic’s liens, in any way arising from performance of this Agreement by SELLER or by any of its vendors of subcontractors. SELLER may be required by BUYER to provide a satisfactory release of liens as a condition of final payment.

40.0 SUPPLY CHAIN SECURITY

SELLER acknowledges that RENK America, BUYER, is a certified C-TPAT (Customs Trade Partnership Against Terrorism) member. Consistent with the BUYER’s obligations and responsibilities under C-TPAT, SELLER’s with international cargo shipping responsibilities agree to comply C-TPAT Program minimum security requirements; complete and submit to BUYER a SCS Security Profile Form with a copy to CTPAT@RENK America.com; and comply with BUYER’s supply chain security related recommendations. The SELLER, at BUYER’s election, shall submit to a C-TPAT site visit upon BUYER’s request.

41.0 AGREEMENT DIRECTION

41.1. Only the BUYER’s Procurement Representative identified in this Agreement has authority on behalf of the BUYER to make changes to this Agreement. All amendments must be identified as such in writing and executed by the parties.

41.2. The BUYER’s engineering and technical personnel may from time to time render assistance or give technical advice or discuss or effect an exchange of information with SELLER’s personnel concerning the Goods/Services to be delivered hereunder. No such action shall be deemed to be a change under the “Changes” clause of this Agreement and shall not be the basis for equitable adjustment.
41.3. Except as otherwise provided herein, all notices to be furnished by SELLER shall be in writing and sent to the BUYER Procurement Representative.

42.0 CYBER SECURITY AND INCIDENT REPORTING

42.1. If DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, is applicable to purchase orders issued by BUYER, SELLER shall be responsible for the following in addition to those requirements specified in the above DFARS clause:

42.1.1. As defined therein, the SELLER shall rapidly report cyber incidents to the DoD at [http://dibnet.dod.mil](http://dibnet.dod.mil) and the BUYER, providing the requisite information required under the clause.

42.1.2. Without exception, any cyber incident the SELLER encounters shall be reported to BUYER as soon as practicable within 72 hours of discovery of an incident.

42.1.3. In the event of a data breach, BUYER shall be afforded unfettered access to certain technical information (e.g., logs, packet flow information, etc.). This information will be required to satisfy BUYER’s customer information requests.

42.1.4. Failure to report or provide these notices will be considered a material breach of this Agreement.

In further support of this requirement, should BUYER elect to utilize supplier checklists, representations or certifications of compliance, outside vendor verification, and/or onsite security audits, SELLER shall support as required to meet the continuing needs of BUYER’s customer.

43.0 LIMITATION OF LIABILITY

IN NO EVENT SHALL THE BUYER BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE OR PUNITIVE DAMAGES, OR ANY DAMAGE DEEMED TO BE OF AN INDIRECT OR CONSEQUENTIAL NATURE ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THE CONTRACT, WHETHER BASED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT, CIVIL LAW OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY. TO THE EXTENT THAT THIS LIMITATION OF LIABILITY CONFLICTS WITH ANY OTHER PROVISION(S) OF THIS CONTRACT, SAID PROVISION(S) SHALL BE REGARDED AS AMENDED TO WHATEVER EXTENT REQUIRED TO MAKE SUCH PROVISION(S) CONSISTENT WITH THIS PROVISION. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF BUYER WHETHER IN
<table>
<thead>
<tr>
<th>Document #:</th>
<th>ML 595</th>
<th>Responsible Organization:</th>
<th>500 - Procurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revision:</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Effective Date:</td>
<td>24 Sep, 2021</td>
<td>Approved By:</td>
<td>Rick Douglas</td>
</tr>
<tr>
<td>Document Name:</td>
<td>Procurement Manual</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR THE PERFORMANCE OR BREACH OF THE CONTRACT OR ANYTHING DONE IN CONNECTION THEREWITH EXCEED THE AGREEMENT PRICE. NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, THE STATED MONETARY LIMITATION HEREINABOVE IS THE MAXIMUM LIABILITY BUYER HAS TO THE SELLER.
44.0 SECTION B – C009 - GENERAL TERMS AND CONDITIONS FOR SUPPLY AND SERVICE SUBCONTRACTS

44.1. When the Goods or Services furnished are for use in connection with a U.S. Government contract or subcontract, in addition to the RENK America General Terms and Conditions for Supply and Services Subcontracts (Corporate Form CC008), the following Supplement 1 – U.S. Government Contract Provisions from the Federal Acquisition Regulation (FAR) (Corporate Form CC009) shall apply, as required by the terms of the applicable clause, the terms of the Prime Contract, or by operation of law or regulation. Clauses not applicable for these reasons shall not be removed from this document and will be considered by all parties to be without force and effect. In the event of a conflict between these FAR provisions and the RENK America General Terms and Conditions for Supply and Services Subcontracts (Corporate Form CC008), the FAR provisions shall control. The full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/browserfar.

44.2. The following FAR clauses are incorporated herein by reference and shall have the same force and effect as if they were given in full text. If the current date or substance of any of the clauses listed below is different from the date or substance of the clause incorporated in the Prime Contract referenced herein, the date or substance of the clause incorporated in the Prime Contract shall apply instead. Dollar thresholds cited below are for guidance only and may vary based on the date of the Prime Contract. The Contracts Disputes Act shall have no application to this Agreement, and nothing in this Agreement grants SELLER a direct claim or cause of action against the U.S. government. Any reference to a “Disputes” clause shall mean the “Disputes” clause of this Agreement, as set forth in Corporate Form CC008, Section 23. SELLER shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR clauses included in this Supplement.

45.0 U.S. GOVERNMENT SUBCONTRACT

45.1. This Contract is entered into by the parties in support of a U.S. government contract.

45.2. As used in the FAR clauses referenced below:
   - “Commercial Item” means a commercial item as defined in FAR 2.101.
   - “Contract” means this Agreement, as defined in Corporate Form CC008, section 1(a).
• “Contracting Officer” means the U.S. government contracting officer for RENK America’s government Prime Contract under which this Agreement is entered.
• “Contractor” and “Offeror” means the SELLER, which is the party identified on the face of the Agreement with whom RENK America is contracting, acting as the immediate subcontractor to RENK America.
• “FAR” means the Federal Acquisition Regulation, used as Chapter 1 of Title 48, Code of Federal Regulations.
• “Prime Contract” means the contract between RENK America and the U.S. government or between RENK America and its higher-tier contractor who has a contract with the U.S. government.
• “Subcontract” means any contract placed by SELLER or lower-tier subcontractors under this Agreement.
• “Simplified Acquisition Threshold” has the same meaning as defined in the clause at FAR 2.101.
• “Micro-Purchase Threshold” has the same meaning as defined in the clause at FAR 2.101.
• “Commercially available Off-The-Shelf” or “COTS” has the same meaning as defined in the clause at FAR 2.101.
• Unless otherwise indicated, substitute the following party names in all FAR clauses, as applicable:
  ➢ “RENK America” for “agency,” “government,” or “United States;”
  ➢ “RENK America Subcontracting Representative” for “Contracting Officer,” “Administrative Contracting Officer,” or “ACO;”
  ➢ “SELLER” for “contractor” or “Offeror.”

45.3. Any communication/notification required under a FAR clause from/to the Contractor to/from the Contracting Officer shall be made through RENK America, unless otherwise indicated.

THE SELLER, BY SIGNING ITS OFFER, HEREBY CERTIFIES COMPLIANCE WITH THE FOLLOWING CLAUSES AND IS, THEREFORE, ELIGIBLE FOR AWARD. THE SELLER’S REPRESENTATIONS AND CERTIFICATIONS ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT.
<table>
<thead>
<tr>
<th>TITLE OF CLAUSE</th>
<th>CLAUSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEFINITIONS (Applies if this Agreement exceeds the Simplified Acquisition</td>
<td>52.202-1</td>
</tr>
<tr>
<td>Threshold.)</td>
<td></td>
</tr>
<tr>
<td>GRATUITIES (Applies if the value of this Agreement exceeds the Simplified</td>
<td>52.203-3</td>
</tr>
<tr>
<td>Acquisition Threshold.)</td>
<td></td>
</tr>
<tr>
<td>COVENANTS AGAINST CONTINGENT FEES (Applies if this Agreement exceeds the</td>
<td>52.203-5</td>
</tr>
<tr>
<td>Simplified Acquisition Threshold, other than those for commercial items.)</td>
<td></td>
</tr>
<tr>
<td>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (Applies if this</td>
<td>52.203-6</td>
</tr>
<tr>
<td>Agreement exceeds the Simplified Acquisition Threshold. For the acquisition</td>
<td></td>
</tr>
<tr>
<td>of commercial items, the</td>
<td></td>
</tr>
<tr>
<td>ANTI-KICKBACK PROCEDURES (Applies if this Agreement exceeds the Simplified</td>
<td>52.203-7</td>
</tr>
<tr>
<td>Acquisition Threshold, other than those for commercial items.)</td>
<td></td>
</tr>
<tr>
<td>CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER</td>
<td>52.203-8</td>
</tr>
<tr>
<td>ACTIVITY (Applies if this Agreement exceeds the Simplified Acquisition</td>
<td></td>
</tr>
<tr>
<td>Threshold, other than those for commercial items.)</td>
<td></td>
</tr>
<tr>
<td>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (Applies if this</td>
<td>52.203-10</td>
</tr>
<tr>
<td>Agreement</td>
<td></td>
</tr>
<tr>
<td>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Applies if</td>
<td>52.203-12</td>
</tr>
<tr>
<td>this</td>
<td></td>
</tr>
<tr>
<td>CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Applies if the value of this</td>
<td>52.203-13</td>
</tr>
<tr>
<td>Agreement is expected to exceed $5,500,000 and the period of performance is</td>
<td></td>
</tr>
<tr>
<td>more than 120 days. Disclosures made under this clause shall be made directly</td>
<td></td>
</tr>
<tr>
<td>to the government entities identified in the clause.)</td>
<td></td>
</tr>
<tr>
<td>DISPLAY OF HOTLINE POSTER(S) (Applies if this Agreement exceeds $5,500,000</td>
<td>52.203-14</td>
</tr>
<tr>
<td>or is funded with disaster assistance funds unless it is for the acquisition</td>
<td></td>
</tr>
<tr>
<td>of a commercial item or will be performed entirely outside the United States.)</td>
<td></td>
</tr>
<tr>
<td>WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT</td>
<td>52.203-15</td>
</tr>
<tr>
<td>PREVENTING PERSONAL CONFLICTS OF INTEREST (Applies if this Agreement exceeds</td>
<td>52.203-16</td>
</tr>
<tr>
<td>the Simplified Acquisition Threshold and SELLER’s employees will perform</td>
<td></td>
</tr>
<tr>
<td>acquisition functions closely associated with inherently governmental</td>
<td></td>
</tr>
<tr>
<td>functions for, or on behalf of, a Federal agency or department.)</td>
<td></td>
</tr>
<tr>
<td>CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM</td>
<td>52.203-17</td>
</tr>
<tr>
<td>EMPLOYEES OF WHISTLEBLOWER RIGHTS (Applies if this Agreement exceeds the</td>
<td></td>
</tr>
<tr>
<td>Simplified Acquisition Threshold.)</td>
<td></td>
</tr>
<tr>
<td>PROHIBITION IN CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL</td>
<td>52.203-18</td>
</tr>
<tr>
<td>CONFIDENTIALITY AGREEMENTS OR STATEMENTS (Applies ONLY for a contract with</td>
<td></td>
</tr>
<tr>
<td>an entity that requires employees or subcontractors to sign an internal</td>
<td></td>
</tr>
<tr>
<td>confidentiality agreement that restricts such employees or subcontractors</td>
<td></td>
</tr>
<tr>
<td>from lawfully reporting waste, fraud, or abuse to a</td>
<td></td>
</tr>
<tr>
<td>designated Government representative authorized to receive such information.)</td>
<td></td>
</tr>
<tr>
<td>PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR</td>
<td>52.203-19</td>
</tr>
<tr>
<td>STATEMENTS (Applies unless this Agreement is for personal service with an</td>
<td></td>
</tr>
<tr>
<td>individual.)</td>
<td></td>
</tr>
</tbody>
</table>
SECURITY REQUIREMENTS (Applies if this Agreement contemplates access to classified information, unless contracting agency is not covered by the NISP and has prescribed a clause and alternate that are substantially the same as 52.204-2. If a cost contract for research and development with an educational institution is contemplated, Alternate I applies. If a construction or architect-engineer contract where employee identification is required for security reasons is contemplated, Alternate II applies.)

PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (Applies where SELLER will have physical access to a federally-controlled facility or access to a federal information system.)

REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (Applies if this Agreement exceeds $30,000 unless this Agreement is not required to be reported in the Federal Procurement Data System (FPDS). (Subparagraph (d)(2) does not apply. If SELLER meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, SELLER shall report required executive compensation by posting the information to the Government’s System For Acquisition Management (SAM) database. All information posted will be available to the general public.)

SERVICE CONTRACT REPORTING REQUIREMENTS (Applies if this Agreement exceeds the thresholds at FAR 4.1703, except for indefinite-delivery contracts. This clause is not required for actions entirely funded by DOD, contracts awarded with generic identifier, or in classified solicitations, contractors, or orders.)

SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (Applies if this Agreement is for services (including construction) where one or more orders issued thereunder are expected to each meet or exceed the thresholds at FAR 4.1703. This clause is not required for actions entirely funded by DoD, contracts awarded with generic entity identifier, or in classified solicitations, contracts, or orders.)

INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS

BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (Applies to this Agreement if SELLER may have federal contract information residing in or transiting through its information system.)

PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (Applies if Agreement anticipates that performance of the contract involves a major helium requirement.)

PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Applies if the value of this Agreement exceeds $35,000. Consistent with subparagraph (e) of this clause, the notice...
# ML 595 Manual

<table>
<thead>
<tr>
<th><strong>Document #:</strong></th>
<th>ML 595</th>
<th><strong>Responsible Organization:</strong></th>
<th>500 - Procurement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revision:</strong></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Effective Date:</strong></td>
<td>24 Sep, 2021</td>
<td><strong>Approved By:</strong></td>
<td>Rick Douglas</td>
</tr>
<tr>
<td><strong>Document Name:</strong></td>
<td>Procurement Manual</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>MATERIAL REQUIREMENTS (Applies if this Agreement contemplates and SELLER has proposed the use of used, reconditioned, or remanufactured supplies or unused former government surplus property in contract performance.)</td>
<td>52.211-5</td>
</tr>
<tr>
<td>DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS</td>
<td>52.211-15</td>
</tr>
<tr>
<td>CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE</td>
<td>52.212-5</td>
</tr>
<tr>
<td>AUDIT AND RECORDS-NEGOTIATION (Applies if this Agreement exceeds the Simplified Acquisition Threshold and if: (1) SELLER is required to furnish cost or pricing data; or (2) the Agreement requires SELLER to furnish cost, funding, or performance reports; or (3) this is an</td>
<td>52.215-2</td>
</tr>
<tr>
<td>PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (Applies if submission of certified cost or pricing data is required of RENK America by its customer. All rights and obligations under this clause shall survive completion of the work and final payment under this Agreement. RENK America may request a U.S. government audit to examine SELLER’s proprietary financial books and records.)</td>
<td>52.215-10</td>
</tr>
<tr>
<td>PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (Applies if submission of certified cost or pricing data is required (for modifications) of RENK America by its customer. All rights and obligations under this clause shall survive completion of the work and final payment under this Agreement. RENK America may request a U.S. government audit to</td>
<td>52.215-11</td>
</tr>
<tr>
<td>SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (Applies when the clause at FAR 52.215-10 applies.)</td>
<td>52.215-12</td>
</tr>
<tr>
<td>SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (Applies if this Agreement exceeds the threshold for obtaining certified cost and pricing data under FAR</td>
<td>52.215-13</td>
</tr>
<tr>
<td>INTEGRITY OF UNIT PRICES (Applies if this Agreement exceeds the Simplified Acquisition Threshold. Delete paragraph (b) of the clause.)</td>
<td>52.215-14</td>
</tr>
<tr>
<td>PENSION ADJUSTMENTS AND ASSET REVERSIONS (Applies if it is anticipated that certified cost or pricing data will be required or for which any preaward or postaward cost determinations</td>
<td>52.215-15</td>
</tr>
<tr>
<td>FACILITIES CAPITAL COST OF MONEY (Applies only if this Agreement is subject to the Cost Principles at FAR Subpart 31.2 and SELLER proposed facilities capital cost of money in its offer.)</td>
<td>52.215-16</td>
</tr>
<tr>
<td>WAIVER OF FACILITIES CAPITAL COST OF MONEY (Applies if this Agreement is subject to the Cost Principles at FAR Subpart 31.2 and SELLER did not propose facilities capital cost of money in</td>
<td>52.215-17</td>
</tr>
<tr>
<td>REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (Applies if it is anticipated that certified cost or pricing data will be required or for which any preaward or postaward cost determinations will be subject to FAR part 31.)</td>
<td>52.215-18</td>
</tr>
<tr>
<td>NOTIFICATION OF OWNERSHIP CHANGES (Applies if submission of certified cost or pricing data will be required of RENK America by its customer or if any preaward or postaward cost determination will</td>
<td>52.215-19</td>
</tr>
</tbody>
</table>
### REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010) (Applies ONLY when certified cost or pricing data is not required.)

52.215-20

### REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (Applies if this Agreement contemplates modifications for which it is reasonably certain that certified cost or pricing data or data other than certified cost and pricing data will be required.)

52.215-21

### LIMITATIONS ON PASS-THROUGH CHARGES—IDENTIFICATION OF SUBCONTRACT EFFORT

52.215-22

### LIMITATION ON PASS-THROUGH CHARGES (Applies if this Agreement is for a cost-reimbursement contract that exceeds the Simplified Acquisition Threshold, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15-403.)

52.215-23

### ALLOWABLE COST AND PAYMENT (The blank in paragraph (a)(3) is completed with “the 30th” unless otherwise specified in this Agreement. Paragraphs (a)(2), (b)(4), (c) and (d)(4) are deleted. In paragraph (h) “6 years” is changed to “5 years.” The references to government entities in paragraph (d) are unchanged. Does not apply to labor hour contracts. For time and materials contracts, applies only to the material portion of the contract.)

52.216-7

### FIXED FEE (Applies if this Agreement is for a fixed-fee contract. The last two sentences of the clause do not apply. Does not apply if this is a labor hour or time and materials contract.)

52.216-8

### INCENTIVE FEE (Applies only if this Agreement includes an incentive fee. Subparagraph (e)(4)(iv) and the last two sentences of paragraph (c)(2) are deleted. The amounts in paragraph (e) are set forth on the face of the Agreement. Does not apply if this is a labor hour or time and materials contract.)

52.216-10

### COST CONTRACT - NO FEE (Applies if this Agreement is placed on a cost reimbursement - no fee basis. Does not apply if this is a labor hour or time and materials contract.)

52.216-11

### CONTRACT DEFINITIZATION (Applies if this Agreement is for an undefinitized letter contract or “not-to-exceed” or unpriced action. This clause is applicable when time is of the essence and the normal procurement process will not support customer requirements. Use this clause with FAR 52.216-24, Limitation of Government Liability.)

52.216-25

### UTILIZATION OF SMALL BUSINESS CONCERNS

52.219-8

### SMALL BUSINESS SUBCONTRACTING PLAN (Applies if this Agreement is expected to exceed $700,000 except the clause does not apply if SELLER is a small business concern. SELLER’s subcontracting plan is incorporated herein by reference. NOTE - Alternate IV (DEVIATION 2018-00007) (AUG 2018). When incorporating a subcontracting plan in orders against basic ordering agreements and blanket purchase agreements due to a modification as specified in 19.708(b)(1)(iv), substitute the DEVIATION-specified language in paragraphs (c), (d), for paragraphs (c), (d) of the basic clause.)

52.219-9

### LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (Applies when the clause at FAR 52.219-9 applies.)

52.219-16
## NOTICE TO THE GOVERNMENT OF LABOR DISPUTES

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.222-1</td>
<td>PAYMENT FOR OVERTIME PREMIUMS (Applies if this Agreement is for a cost-reimbursement contract and the amount is expected to exceed the Simplified Acquisition Threshold. For all contracts and subcontracts insert “Zero” in the blank.)</td>
</tr>
<tr>
<td>52.222-2</td>
<td>CONVICT LABOR (Applies if this Agreement exceeds the Micro-Purchase Threshold.)</td>
</tr>
<tr>
<td>52.222-3</td>
<td>CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (Applies if this Agreement may require or involve the employment of laborers and mechanics and is valued above $150,000.)</td>
</tr>
<tr>
<td>52.222-4</td>
<td>NONDISPLACEMENT OF QUALIFIED WORKERS (Applies if this Agreement (a) is for services, (b) succeeds a contract for performance of the same or similar work at the same location, and (c) is not exempted by the clause at FAR 22.1203-2 or waived in accordance with the clause at FAR 22.1203-3.)</td>
</tr>
<tr>
<td>52.222-17</td>
<td>PROHIBITION OF SEGREGATED FACILITIES (Applies when the clause at FAR 52.222-26 applies.)</td>
</tr>
<tr>
<td>52.222-21</td>
<td>EQUAL OPPORTUNITY (Applies unless this Agreement is exempt from the requirements of Executive Order 11246.)</td>
</tr>
<tr>
<td>52.222-26</td>
<td>EQUAL OPPORTUNITY FOR VETERANS (Applies if this Agreement is equal to or greater than $150,000.)</td>
</tr>
<tr>
<td>52.222-35</td>
<td>AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (Applies if this Agreement exceeds or is expected to exceed $15,000.)</td>
</tr>
<tr>
<td>52.222-36</td>
<td>EMPLOYMENT REPORTS ON VETERANS (Applies when the clause at FAR 52.222-35 applies.)</td>
</tr>
<tr>
<td>52.222-37</td>
<td>COMPLIANCE WITH VETERANS’ EMPLOYMENT REPORTING REQUIREMENTS (Applies ONLY if 52.222-37 is applicable.)</td>
</tr>
<tr>
<td>52.222-38</td>
<td>NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)</td>
</tr>
<tr>
<td>52.222-40</td>
<td>SERVICE CONTRACT LABOR STANDARDS (Applies if this Agreement is for services subject to the Service Contract Act. The clause does not apply if this Agreement has been administratively exempted by the Secretary of Labor or by 41 U.S.C. § 356, as interpreted in 29 CFR subpart 4(C.).)</td>
</tr>
<tr>
<td>52.222-41</td>
<td>FAIR LABOR STANDARDS ACT (FLSA) AND SERVICE CONTRACT LABOR STANDARDS -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (Applies if this Agreement is for a fixed-price, time-and-materials, or labor-hour service contract and the clause at FAR 52.222-41 applies.)</td>
</tr>
<tr>
<td>52.222-43</td>
<td>FLSA AND SERVICE CONTRACT LABOR STANDARDS -- PRICE ADJUSTMENT (Applies if this Agreement is for a fixed-price, time-and-materials, or labor-hour service contract and the clause at FAR 52.222-41 applies.)</td>
</tr>
<tr>
<td>52.222-44</td>
<td>COMBATING TRAFFICKING IN PERSONS</td>
</tr>
<tr>
<td>52.222-50</td>
<td>EMPLOYMENT ELIGIBILITY VERIFICATION (Applies if this Agreement has a value of more than $3,500.)</td>
</tr>
<tr>
<td>52.222-54</td>
<td>MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (Applies if this Agreement is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and is to be performed in whole or in part in the United States.)</td>
</tr>
<tr>
<td>Document Name:</td>
<td>Procurement Manual</td>
</tr>
<tr>
<td>----------------</td>
<td>-------------------</td>
</tr>
</tbody>
</table>

**Paid Sick Leave Under Executive Order 13706**
(Appplies if this Agreement is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and is to be performed in whole or in part in the United States.)

52.222-62

**Hazardous Material Identification and Material Safety Data (Jan 1997)**
(Appplies if this Agreement requires the delivery of hazardous material, as defined in the clause at FAR 23.301.)

52.223-3

**Drug-Free Workplace**

52.223-6

**Notice of Radioactive Materials**
(Appplies to Goods containing covered radioactive material. In the blank, insert “30”.)

52.223-7

**Estimate of Percentage of Recovered Material Content for EPA-Designated Items**
(Appplies if this Contract is equal to or greater than the Simplified Acquisition Threshold.)

52.223-9

**Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons**
(Appplies if the Goods may contain or have been manufactured with ozone-depleting substances.)

52.223-11

**Energy Efficiency in Energy-Consuming Products**
(Appplies if this Agreement contemplates energy-consuming products listed in the ENERGY STAR® Program or the Federal Energy Management Program that will be (a) delivered; (b) acquired by SELLER for use in performing services at a federally-controlled facility; (c) furnished by SELLER for use by the government; or (d) specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

52.223-15

**Acquisition of EPEAT®-Registered Personal Computer Products**
(Appplies if SELLER is or will be required to deliver EPEAT Bronze (or higher) registered/rated personal computers as end items (deliverable at the prime level).)

52.223-16

**Encouraging Contractor Policies to Ban Text Messaging While Driving**
(Appplies if this Agreement exceeds the Micro-Purchase Threshold.)

52.223-18

**Privacy Act**
(Appplies if this Agreement when the design, development, or operation of a system of records on individuals is required to accomplish an agency function.)

52.224-2

**Privacy Training**
(Appplies if, in the performance of this Agreement, SELLER’s employees will have access to a systems of records on individuals or will handle personally identifiable information.)

52.224-3

**Buy American Act — Supplies**
(Appplies if the value of this Agreement exceeds the Micro-Purchase Threshold but does not exceed $250,000; or if the value of this Agreement exceeds $25,000 and neither the clause at FAR 52.225-3 nor FAR 52.225-5 applies.)

52.225-1

**Buy American Act — Free Trade Agreements — Israeli Trade Act**
(Appplies if this Agreement is for the acquisition of supplies, or for services involving the furnishing of supplies, for use within the United States and the value is $25,000 or more, but is less than $180,000. Use Alternate I if the value is $25,000 or more, but less than $50,000. Use Alternate II if the value is $50,000 or more, but less than $80,317. Use Alternate III if the value is $80,317, but less than $100,000.)

52.225-3

**Buy American Act North American Free Trade Agreement — Israeli Trade Act Certificate**
(Only if 52.225-3 applies.)

52.225-4
| Document Name: | Procurement Manual |
| ML 595 | Responsible Organization: 500 - Procurement |
| ML 595 | Revision: 2 |
| ML 595 | Effective Date: 24 Sep, 2021 |
|  | Approved By: Rick Douglas |

- TRADE AGREEMENTS (Applies if (a) this Agreement is valued at $180,000 or more, (b) this Agreement is covered by the WTO GPA (see FAR subpart 25.4), and (c) the agency has determined that the restrictions of the Buy American statute are not applicable to U.S.-made end products. This clause does not apply to contracts issued by the DoD. For DoD issued contracts see DFARS 252.225-7021.)

- TRADE AGREEMENTS – CERTIFICATE (Applies ONLY if 52.225-5 applies.)

- DUTY FREE ENTRY (OCT 2010) (Applies if the Goods will be imported into the Customs Territory of the United States for which duty-free entry may be obtained in accordance with the clause at FAR 25.903(a).)

- RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

- CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (OCT 2016) (Applies if performance of this Agreement will occur outside the United States in areas of combat operations or other significant military operations. This clause does not apply for contracts with the DoD. A contract with the DoD that will occur outside of the United States in areas of combat operations or other significant military operations is subject to DFARS 225.302-6.)

- AUTHORIZATION AND CONSENT (DEC 2007) (Applies if this Agreement is expected to exceed the Simplified Acquisition Threshold.)

- NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) (Applies if this Agreement is expected to exceed the Simplified Acquisition Threshold.)

- ROYALTY INFORMATION (APR 1984) (Applies to suppliers charging more than $250 for royalties.)

- REFUND OF ROYALTIES (APR 1984) (Applies if this Agreement contemplates a reported royalty that exceeds $250.)

- FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007) (Applies if the Goods or Services or any patent application may cover classified subject matter.)
RENK America

ML 595 Manual

Document #: ML 595
Revision: 2
Effective Date: 24 Sep, 2021
Document Name: Procurement Manual

Responsible Organization: 500 - Procurement
Approved By: Rick Douglas

---

PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014) (Applies if this Agreement includes, at any tier, experimental, developmental, or research work and SELLER is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the RENK America Representative identified on the face of this Order. FAR 52.227-13 applies in lieu of this clause if SELLER is not located in the United States or does not have a place of business located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government. Paragraph (g) is deleted.)

PATENT RIGHTS - OWNERSHIP BY THE GOVERNMENT (DEC 2007) (Applies if this Agreement is for experimental, developmental, or research work and SELLER is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government. Paragraph (g) is deleted.)

RIGHTS IN DATA - GENERAL (MAY 2014) (Does not apply if DFARS 252.227-7013 applies. Alternates I–IV may apply as set forth in the text of this clause.)

ADDITIONAL DATA REQUIREMENTS (Applies if (a) technical data provided by SELLER comprised any part of the successful bid proposal upon which the Prime Contract award was based, and (b) the government desires to acquire unlimited rights in such technical data.)

COMMERCIAL COMPUTER SOFTWARE LICENSE (Applies if this Agreement is for the acquisition of commercial computer software. NOTE: SELLER is responsible for providing all information necessary for RENK America to complete the notice specified in paragraph (c).)

INSURANCE – WORK ON A GOVERNMENT INSTALLATION (Applies if this Agreement involves work on a government installation. Unless otherwise specified by this Agreement, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2.)

ADMINISTRATION OF COST ACCOUNTING STANDARDS (Applies when the clauses at FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 apply.)

PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (Applies if this Agreement is a labor hour or time and materials contract. The third sentence of paragraph (a)(8) is deleted. In paragraph (f) “120 days” is changed to “60 days,” and in paragraph (g)(2) “6 years” is changed to “five years.” Paragraphs (c) and (i) are deleted.)

LIMITATION ON WITHHOLDING OF PAYMENTS

PROGRESS PAYMENTS (Applies ONLY if RENK America has been approved for progress payments from the

INTEREST (Applies if this Agreement will be in one or more of the following categories: (a) contracts at or below the Simplified Acquisition Threshold; (b) contracts with government agencies; (c) contracts with a state or local government or instrumentality; (d) contracts with a foreign government or instrumentality; (e) contracts without any provision for profit or fee with a nonprofit organization; (f) contracts described in Subpart 5.5, Paid Advertisements; or (g) any other exceptions authorized under agency procedures.)

---

52.227-11
52.227-13
52.227-14
52.227-16
52.227-19
52.228-5
52.230-6
52.232-7
52.232-9
52.232-16
52.232-17
| **LIMITATION OF COST** (Applies if this Agreement is a fully funded cost reimbursement contract.) | 52.232-20 |
| **LIMITATION OF FUNDS** (Applies if this Agreement is an incrementally funded cost reimbursement contract.) | 52.232-22 |
| **PERFORMANCE-BASED PAYMENTS** (Applies only if included in the Prime contract and the Agreement is significant and such payments are linked to similar payment milestones that RENK America) | 52.232-32 |
| **UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS** | 52.232-39 |
| **PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS** (Applies if SELLER is a small business concern. This clause does not apply if RENK America does not receive accelerated payments under the Prime Contract.) | 52.232-40 |
| **INDUSTRIAL RESOURCES DEVELOPED UNDER Title III, DEFENSE PRODUCTION ACT** (Applies only if included in the Prime contract.) | 52.234-1 |
| **PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION** (Applies if Goods and Services are performed on a government installation.) | 52.237-2 |
| **CONTINUITY OF SERVICES** (Applies if this Agreement (a) is for services considered vital to the government and must be continued without interruption; (b) when, upon contract expiration, a successor, either the government or another contractor, may continue such services; and (c) the government anticipates difficulties during the transition from one contractor to another or to the government.) | 52.237-3 |
| **PRIVACY AND SECURITY SAFEGUARDS** (Applies if this Agreement is for information technology which requires security of information technology or is for the design, development, or operation of a system of records using commercial information technology services or support services.) | 52.239-1 |
| **STOP-WORK ORDER** (Applies if this Agreement is a negotiated contract for supplies, services, or research and development. Alternate I applies if this Agreement is for a cost reimbursement contract. The referenced “90 day” period may be less than 90 days.) | 52.242-15 |
| **CHANGES - FIXED PRICE** (Applies if this Agreement is a fixed-price contract for supplies. Alternate I applies if this Agreement is for services. Alternate II applies if this Agreement is for supplies and services.) | 52.243-1 |
| **CHANGES - COST REIMBURSEMENT** (Applies if this Agreement is a cost-reimbursement contract.) | 52.243-2 |
| **CHANGES – TIME AND MATERIAL OR LABOR-HOURS** (Applies if this Agreement is a time and material or labor hour contract.) | 52.243-3 |
| **CHANGE ORDER ACCOUNTING** (Applies if the Prime Contract requires Change Order Accounting.) | 52.243-6 |
| SUBCONTRACTS (Applies if this Agreement is for (a) a cost-reimbursement contract; (b) a letter contract, time-and-materials contract, or labor-hour contract that exceeds the Simplified Acquisition Threshold; or (c) a fixed-price contract that exceeds the Simplified Acquisition Threshold, under which unpriced contract actions (including unpriced modifications or unpriced delivery orders) are anticipated.) | 52.244-2 |
| COMPETITION IN SUBCONTRACTING (Applies if this Agreement is a negotiated contract whose value is expected to exceed the Simplified Acquisition Threshold.) | 52.244-5 |
| SUBCONTRACTS FOR COMMERCIAL ITEMS | 52.244-6 |
| GOVERNMENT PROPERTY (Alternate I) ("Contracting Officer" means "RENK America" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes RENK America. “Government” is unchanged in the phrases “Government property” and “Government furnished property” and where elsewhere used except in paragraph (d)(1) where it means “RENK America” and except in paragraphs (d)(2) and (g) where the term includes RENK America. The following is added as paragraph (n): “SELLER shall provide to RENK America immediate notice if the Government or other customers (i) revokes its assumption of loss under any direct contracts with SELLER, or (ii) makes a determination that SELLER’s property management practices are inadequate, and/or present an undue risk, or that SELLER has failed to take corrective action when required.”) | 52.245-1 |
| GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (Applies if this Agreement is a fixed-price contract for services on a government installation and “as is” Government Property listed in paragraph (e) of this clause will be furnished to SELLER for initial provisioning and the government is not responsible for the repair or replacement for such Government Property.) | 52.245-2 |
| USE AND CHARGES (Applies when the clause at FAR 52.245-1 applies.) | 52.245-9 |
| INSPECTION OF SUPPLIES - FIXED PRICE (Applies if this Agreement is a fixed-price contract whose value is expected to exceed the Simplified Acquisition Threshold.) | 52.246-2 |
| INSPECTION OF SUPPLIES - COST REIMBURSEMENT (Applies if this Agreement is a cost-reimbursement contract.) | 52.246-3 |
| INSPECTION OF SERVICES - FIXED PRICE (Applies if this Agreement is a fixed-price contract that involves the furnishing of services and whose value is expected to exceed the Simplified Acquisition Threshold.) | 52.246-4 |
| INSPECTION OF SERVICES - COST REIMBURSEMENT (Applies if this Agreement is a cost-reimbursement contract.) | 52.246-5 |
| INSPECTION TIME-AND-MATERIAL AND LABOR-HOUR (Applies if this Agreement is a labor hour or time and material contract. Alternate I applies if inspection and acceptance are to be performed at SELLER’s plant.) | 52.246-6 |
| RESPONSIBILITY FOR SUPPLIES (Applies if this Agreement is a fixed-price contract whose value is expected to exceed the Simplified Acquisition Threshold.) | 52.246-16 |
### PREFERENCE FOR U.S.-FLAG AIR CARRIERS (Applies if this Agreement involves international air transportation.)

52.247-63

### PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (Applies if this Agreement involves delivery of supplies by ocean transportation.)

52.247-64

### SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (Applies if this Agreement is a cost reimbursement contract and transportation will be reimbursed as a direct charge to the Contract.)

52.247-67

### VALUE ENGINEERING

52.248-1

### TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (Applies if the amount of this Agreement is expected to exceed the Simplified Acquisition Threshold.) (In paragraph (c) “120 days” is changed to “60 days.” In paragraph (d) “15 days” is changed to “30 days,” and “45 days” is changed to “90 days. In paragraph (e) “1 year” is changed to “6 months.” Paragraph (j) is deleted. In paragraph (l) “90 days” is changed to “45 days.” Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

52.249-2

### TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (Applies in lieu of FAR 52.249-2 if this Agreement is a fixed-price or cost-reimbursement contract for research and development work with an educational or nonprofit institution on a no-profit or no-fee basis. In paragraph (c) “120 days” is changed to “60 days.” In paragraph (d) “1 year” is changed to “6 months.” In paragraph (e) “1 year” is changed to “6 months.” Paragraph (h) is deleted. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

52.249-5

### DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (Applies if this Agreement is for a fixed-price contract whose amount is expected to exceed the Simplified Acquisition Threshold. Timely performance is a material element of this Agreement.)

52.249-8

### EXCUSABLE DELAYS (Applies if this Agreement is a cost reimbursement contract with a fee or a time & material or labor-hour contract.)

52.249-14

### CERTIFICATIONS REQUIRED TO BE ELIGIBLE FOR AWARD INCLUDE THE FOLLOWING:

<table>
<thead>
<tr>
<th>Certification</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions</td>
<td>52.203-11</td>
</tr>
<tr>
<td>Reporting Executive Compensation and First-Tier Subcontract Awards</td>
<td>52.204-10</td>
</tr>
<tr>
<td>Certification Regarding Responsibility Matters</td>
<td>52.209-5</td>
</tr>
<tr>
<td>Protecting the Government’s Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment</td>
<td>52.209-6</td>
</tr>
<tr>
<td>Certification Regarding Knowledge of Child Labor for Listed End Products</td>
<td>52.222-18</td>
</tr>
<tr>
<td>Previous Contracts and Compliance Reports</td>
<td>52.222-22</td>
</tr>
</tbody>
</table>

### CERTIFICATIONS REQUIRED TO BE ELIGIBLE FOR AWARD INCLUDE THE FOLLOWING:

<table>
<thead>
<tr>
<th>Certification</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Affirmative Action Compliance</td>
<td>52.222-25</td>
</tr>
</tbody>
</table>
Equal Opportunity for Workers with Disabilities
Bio-based Product Certification
Recovered Material Certification
Prohibition on Conducting Restricted Business Operations in Sudan—Certification
Prohibition on Contracting with Entities Engaging in Certain Activities or Transaction Relating to Iran – Representation & Certification
Cost Accounting Standards Notices and Certifications
**ADDITIONAL CLAUSES:**

**TRUTH IN NEGOTIATIONS**

Certified Cost or Pricing Data (Applicable only if certified cost or pricing data has been provided). The clause entitled “Subcontractor Certified Cost or Pricing Data” is a part of this Order if the SELLER was required to furnish cost and pricing data and a Certification of Current Cost or Pricing Data for this Order. If it was not required to furnish such data and Certificate, the clause entitled “Subcontractor Cost or Pricing Data-Modification” is a part of this Order. SELLER shall update its proposal and re-certify its cost or pricing data whenever costs, factors, or prices change such that cost or pricing data previously furnished is no longer, accurate, current, or complete.

1. Indemnification
   
   If any price (including profit or fee) negotiated in connection with the Prime Contract between the government and the BUYER or any cost that is reimbursable under said contract is reduced because cost or pricing data furnished by the SELLER in connection with any proposal submitted by the Buyer relating to said contract or in connection with this Order was not accurate, complete, or current, the SELLER shall indemnify the BUYER in the amount of said reduction.

   The phrase “certified cost or pricing data” as used herein shall be deemed to include any such data, which related to a lower-tier prospective or actual subcontract, at any level, which was submitted by the SELLER or which it procured by submission of, in connection with the aforesaid proposal or this Order in support of its cost estimate.

   If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the SELLER shall be liable and shall pay the BUYER at the time such overpayment is repaid:

   i. Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the SELLER to the date the BUYER is repaid by the SELLER at that applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. § 6621(a)(2); and

   ii. For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if the SELLER knowingly submitted cost or pricing data which were incomplete, inaccurate, or non-current.
2. Certified Cost or Pricing Data for Changes
Prior to the pricing of any change or other modification to this Order which involves, increases and/or decreases in costs plus applicable profit in excess of the contractually required threshold and resulting from a change in the Prime Contract, subcontractors shall submit cost or pricing data and shall certify that the data, as defined in Federal Acquisition Regulation 15.406-2, submitted either actually or by specific identification in writing are accurate, complete, and current as of the date of completion of negotiations.

When required to obtain certified cost or pricing data or “Other Than Certified Cost and Pricing Data” from its subcontractors, pursuant to the provisions of this Order, SELLER shall provide such data.

**SUBMISSION OF INCURRED COST PROPOSALS (T&M AND COST REIMBURSABLE ONLY)**

SELLER shall submit its annual incurred cost proposal required by FAR 52.216-7 to SELLER’s cognizant U.S. Government audit agency within six (6) months after the end of SELLER’s fiscal year. SELLER shall confirm its submission in writing to BUYER, to include the date of its incurred cost proposal submission to the aforementioned audit agency, the point of contact name and address of audit agency. Such written notice shall be provided to BUYER within thirty (30) days of the SELLER’s incurred cost submission. SELLER agrees that the audit results shall be reflected in timely adjustments to the prices paid by BUYER to SELLER under this Agreement as reflected in SELLER’s invoices to BUYER. SELLER hereby grants its permission for SELLER’s cognizant U.S. Government audit agency to provide a copy of any resultant audit report to BUYER.

46.1. When the Goods or Services furnished are for use in connection with a U. S. Government Department of Defense (DoD) contract or subcontract, in addition to the RENK America General Terms and Conditions for Supply and Services Subcontracts (Corporate Form CC008) and Supplement 1 – U.S. Government Contract Provisions from the FAR (Corporate Form CC009), the following Supplement 2 – U.S. Government Contract Provisions from the Department of Defense Acquisition Regulation Supplement (DFARS) (Corporate Form CC010) shall apply, as required by the terms of the applicable clause, the terms of the Prime Contract, or by operation of law or regulation. Clauses not applicable for these reasons shall not be removed from this document and will be considered by all parties to be without force and effect. In the event of a conflict between these DFARS provisions and Corporate Form CC008, the DFARS provisions shall control. The full text of a clause may be accessed electronically at this address: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/.

46.2. The following DFARS clauses are incorporated herein by reference and shall have the same force and effect as if they were given in full text. If the current date or substance of any of the clauses listed below is different from the date or substance of the clause incorporated in the Prime Contract referenced herein, the date or substance of the clause incorporated in the Prime Contract shall apply instead. Dollar thresholds cited below are for guidance only and may vary based on the date of the Prime Contract. The Contracts Disputes Act shall have no application to this Agreement, and nothing in this Agreement grants SELLER a direct claim or cause of action against the U.S. Government. Any reference to a “Disputes” clause shall mean the “Disputes” clause of this Agreement, as set forth in Corporate Form CC008, Section 23. SELLER shall include in each lower-tier subcontract the appropriate flow down clauses as required by the DFARS clauses included in this Supplement.

46.3. U.S. GOVERNMENT SUBCONTRACT

46.3.1. This Contract is entered into by the parties in support of a U.S. Government contract.
46.4. As used in the FAR clauses referenced below:

- “Commercial Item” means a commercial item as defined in FAR 2.101.
- “Contract” means this Agreement, as defined in Corporate Form CC008, section 1(a).
- “Contracting Officer” means the U.S. government contracting officer for RENK America’s government Prime Contract under which this Agreement is entered.
- “Contractor” and “Offeror” means the SELLER, which is the party identified on the face of the Agreement with whom RENK America is contracting, acting as the immediate subcontractor to RENK America. (v) “FAR” means the Federal Acquisition Regulation, used as Chapter 1 of Title 48, Code of Federal Regulations.
- “Prime Contract” means the contract between RENK America and the U.S. government or between RENK America and its higher-tier contractor who has a contract with the U.S. government.
- “Subcontract” means any contract placed by SELLER or lower-tier subcontractors under this Agreement.
- “Simplified Acquisition Threshold” has the same meaning as defined in the clause at FAR 2.101.
- “Micro-Purchase Threshold” has the same meaning as defined in the clause at FAR 2.101.
- “Commercially available Off-The-Shelf” or “COTS” has the same meaning as defined in the clause at FAR 2.101.

46.5. Unless otherwise indicated, substitute the following party names in all DFARS clauses, as applicable:

- “RENK America” for “agency,” “government,” or “United States;”
- “RENK America Subcontracting Representative” for “Contracting Officer,” “Administrative Contracting Officer,” or “ACO;”
- “SEELER” for “contractor” or “offeror.”

46.6. Any communication/notification required under a DFARS clause from/to the Contractor to/from the Contracting Officer shall be made through RENK America, unless otherwise indicated.
THE SELLER, BY SIGNING ITS OFFER, HEREBY CERTIFIES COMPLIANCE WITH THE FOLLOWING CLAUSES AND IS, THEREFORE, ELIGIBLE FOR AWARD. THE SELLER’S REPRESENTATIONS AND CERTIFICATIONS ARE INCORPORATED BY REFERENCE INTO THIS SUBCONTRACT.
<table>
<thead>
<tr>
<th>TITLE OF CLAUSE</th>
<th>CLAUSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS</td>
<td>252.203-7000</td>
</tr>
<tr>
<td>PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED</td>
<td>252.203-7001</td>
</tr>
<tr>
<td>FELONIES (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)</td>
<td></td>
</tr>
<tr>
<td>REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS</td>
<td>252.203-7002</td>
</tr>
<tr>
<td>AGENCY OFFICE OF THE INSPECTOR GENERAL</td>
<td>252.203-7003</td>
</tr>
<tr>
<td>DISPLAY OF HOTLINE POSTERS (Applies if this Agreement exceeds $5.5 million.)</td>
<td>252.203-7004</td>
</tr>
<tr>
<td>DISCLOSURE OF INFORMATION (Applies if this Agreement requires SELLER to have</td>
<td>252.204-7000</td>
</tr>
<tr>
<td>access to or generate unclassified information that may be sensitive and</td>
<td></td>
</tr>
<tr>
<td>inappropriate for release to public.)</td>
<td></td>
</tr>
<tr>
<td>CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT</td>
<td>252.204-7003</td>
</tr>
<tr>
<td>ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (Applies when the clause at FAR</td>
<td>252.204-7005</td>
</tr>
<tr>
<td>52.204-2 applies.)</td>
<td></td>
</tr>
<tr>
<td>LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD PARTY CONTRACTOR REPORTED CYBER</td>
<td>252.204-7009</td>
</tr>
<tr>
<td>INCIDENT INFORMATION (Applies if this Agreement involves services that include</td>
<td></td>
</tr>
<tr>
<td>support for the government's activities related to safeguarding Covered Defense</td>
<td></td>
</tr>
<tr>
<td>Information (CDI) and cyber incident reporting.)</td>
<td></td>
</tr>
<tr>
<td>SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING</td>
<td>252.204-7012</td>
</tr>
<tr>
<td>(Applies if this Agreement is for operationally critical support or for which</td>
<td></td>
</tr>
<tr>
<td>performance will involve a covered contractor information system that</td>
<td></td>
</tr>
<tr>
<td>processes, stores, or transmits CDI as those terms are defined in the clause.</td>
<td></td>
</tr>
<tr>
<td>RENK America shall determine if the information required for SELLER</td>
<td></td>
</tr>
<tr>
<td>performance retains its identity as CDI and will require protection under this</td>
<td></td>
</tr>
<tr>
<td>clause.)</td>
<td></td>
</tr>
<tr>
<td>LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT</td>
<td>252.204-7014</td>
</tr>
<tr>
<td>CONTRACTORS</td>
<td></td>
</tr>
<tr>
<td>NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT</td>
<td>252.204-7015</td>
</tr>
<tr>
<td>Prohibition on the Acquisition of Covered Defense Telecommunications Equipment</td>
<td>252.204-7018</td>
</tr>
<tr>
<td>or Services</td>
<td></td>
</tr>
<tr>
<td>INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT FURNISHED MATERIALS (Applies</td>
<td>252.208-7000</td>
</tr>
<tr>
<td>when the item being purchased contains precious metals.)</td>
<td></td>
</tr>
<tr>
<td>SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF</td>
<td>252.209-7004</td>
</tr>
<tr>
<td>A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (Applies if the value of this</td>
<td></td>
</tr>
<tr>
<td>Agreement is $150,000 or more.)</td>
<td></td>
</tr>
<tr>
<td>ORGANIZATIONAL CONFLICT OF INTEREST—MAJOR DEFENSE ACQUISITION PROGRAM</td>
<td>252.209-7009</td>
</tr>
<tr>
<td>(Applies if this Agreement is for systems engineering or technical assistance</td>
<td></td>
</tr>
<tr>
<td>for a major defense acquisition program or pre-major defense acquisition</td>
<td></td>
</tr>
<tr>
<td>program.)</td>
<td></td>
</tr>
</tbody>
</table>
ITEM UNIQUE IDENTIFICATION AND VALUATION (Applies if RENK America acquires any item(s) under this Agreement for which item unique identification is required in accordance with paragraph (c)(1) of this clause.)

PASSIVE RADIO FREQUENCY IDENTIFICATION (Applies if this Agreement will require shipment of items meeting the criteria at DFAR 211.275-2.)

ECONOMIC PRICE ADJUSTMENT—WAGE RATES OR MATERIAL PRICES CONTROLLED BY A FOREIGN GOVERNMENT (Applies (a) if this Agreement is a fixed-price supply or service contract that is to be performed wholly or in part in a foreign country; and (b) a foreign government controls wage rates or material prices and may, during contract performance, impose a mandatory change in wages or prices of material.)

SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) - BASIC (DEVIAITON 2018-O0007) (Applies to this Agreement if the Basic (DEVIAITON 2018-O0007), Alternate I (DEVIAITON 2018-O0007), or Alternate II version of the clause at FAR 52.219-9 applies. Alternate I (DEVIAITON 2018O0007) of this clause applies when Alternate III of the clause at FAR 52.219-9 applies.)

SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (Applies if this Agreement offers subcontracting opportunities, is expected to exceed $700,000, is required to include FAR 52.219-8, and the clauses at: FAR 52.219-9 and DFARS 252.219-7003; FAR 52.219-9 with its Alternate III and DFARS 252.219—7003 Alternate I; or DFARS 252.219-7004.)

RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (Applies if this Agreement is subject to DFARS 222.70.)

COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (Applies if this Agreement is for services or construction and is to be performed outside the United States and its outlying areas.)

RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (Applies if the value of this Agreement exceeds $1 million. The certification in paragraph (b)(2) applies to both SELLER in its own capacity and to SELLER's covered subcontractors.)

HAZARD WARNING LABELS (Applies if this Agreement requires the submission of hazardous material data sheets, pursuant to the clause at FAR 23.302(c).)

SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (Applies if this Agreement involves ammunition or explosives. “Government” in paragraph (b) means “RENK America and the government.”)

CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES

PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS—BASIC (Applies if this Agreement may require or permit SELLER access to a DoD installation. Alternate I applies if this Agreement may require or permit contractor access to a DoD installation when the Secretary of the military department issues a determination under the exception at 223.7104(a)(10).)
SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (Applies when DoD 5100.76-M applies, in accordance with the policy set forth in the clause at DFARS 223.7201.)

252.223-7007

PROHIBITION OF HEXAVALENT CHROMIUM (Applicable if this Agreement is for supplies, maintenance and repair services, or construction materials.)

252.223-7008

7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (Applies if the Goods contain other than domestic components. Applies in lieu of the clause at FAR 52.225-1. Alternate I applies; if, this Agreement is for the acquisition of end products in support of operations in Afghanistan.)

252.225-7001

PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (Applies if this Agreement is for items on the U.S. Munitions list.)

252.225-7007

RESTRICTION ON ACQUISITION OF SPECIALTY METALS (Applies if this Agreement exceeds the Simplified Acquisition Threshold and requires delivery of specialty metals as end items.)

252.225-7008

RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (Applies if the Goods to be furnished contain specialty metals. Paragraph (d) is deleted.)

252.225-7009

PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)

252.225-7012

DUTY-FREE ENTRY (Applies in lieu of the clause at FAR 52.225-8. The Prime Contract number and identity of the Contracting Officer are contained elsewhere in this contract. If this information is not available, contact the RENK America Buyer.)

252.225-7013

RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Applies if the Goods contain ball or roller bearings.)

252.225-7016

TRADE AGREEMENTS (Applies if this Agreement is for the acquisition of end products listed in the clause at DFARS 225.401-70 and the value of the acquisition equals or exceeds $180,000. Applies in lieu of FAR 52.225-5.)

252.225-7021

RESTRICTION ON THE ACQUISITION OF FORGINGS (Applies when SELLER will provide forging items or for other items that contain forging items.)

252.225-7025

EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (Applies if this Agreement is for supplies and services for international military education training and foreign military sales.)

252.225-7028

WAIVER OF UNITED KINGDOM LEVIES (Applies if this Agreement is expected to exceed $1 million and SELLER is a United Kingdom firm.)

252.225-7033
<table>
<thead>
<tr>
<th>Document Name:</th>
<th>Procurement Manual</th>
</tr>
</thead>
</table>

CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (Applies if SELLER's personnel are supporting U.S. Armed Forces deployed outside the United States in (a) contingency operations; (b) peace operations consistent with Joint Publication 3-07.3; or (c) other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.)

ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (Applies if this Agreement requires performance or travel outside the U.S.)

EXPORTS BY APPROVED COMMUNITY MEMBERS IN PERFORMANCE OF THE CONTRACT (Applies if the Agreement may require exports or transfers of qualifying defense articles in connection with deliveries under the Prime Contract.)

EXPORT-CONTROLLED ITEMS

PROHIBITION ON ACQUISITION OF CERTAIN FOREIGN COMMERCIAL SATELLITE SERVICES (Applies if the Agreement involves the acquisition of commercial satellite services).

UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (Applies if this Agreement exceeds $500,000.)

RIGHTS IN TECHNICAL DATA – NONCOMMERCIAL ITEMS (Applies if SELLER will be required, under this Agreement, to deliver to RENK America or the government technical data pertaining to noncommercial items, or pertaining to commercial items for which RENK America or the Government will have paid for any portion of the development costs. Alternates I–II may apply as the text of that clause provides.)

RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (Applies if SELLER will be required to deliver to RENK America or the government computer software or computer software documentation. Alternate I applies to computer software or computer software documentation in which the government has obtained unlimited rights or a license to make an unrestricted release of the software or documentation. Alternate II applies when this Agreement requests the development or delivery of a vessel design or any useful article embodying a vessel design.)

TECHNICAL DATA – COMMERCIAL ITEMS (Applies when SELLER will be required to deliver technical data pertaining to commercial items developed in any part at private expense.)

RIGHTS IN BID OR PROPOSAL INFORMATION

IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (Applies when the clause at DFARS 252.227-7013 or 252.227-7014 applies.)

VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (Applies if this Agreement requires SELLER to furnish computer software to the government.)
<table>
<thead>
<tr>
<th>Document Name:</th>
<th>Procurement Manual</th>
</tr>
</thead>
</table>

LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (Applies when it is anticipated that the government will provide SELLER technical data, computer software, or computer software documentation marked with another contractor’s restrictive legend(s) in the performance of this Agreement.)

DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (Applies if this Agreement may require delivery of technical data.)

DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (Applies if this Agreement may require delivery of technical data.)

TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (Applies ONLY if included in prime contract and subcontractor will deliver technical data.)

TECHNICAL DATA - WITHHOLDING OF PAYMENT (Applies if the clause at DFARS 252.227-7013 applies.)

VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (Applies if this Agreement may require delivery of technical data.)

PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (Applies if this Agreement is for experimental, developmental, or research work and the clause at FAR 52.227-11 does not apply. Alternates I and II may apply, pursuant to the terms of the clause at DFARS 227.303(2).)

GROUND AND FLIGHT RISK (Applies if this Agreement is for development, production, modification, maintenance, repair, flight, or overhaul of aircraft, except for contracts (a) strictly for activities incidental to normal aircraft operations; (b) awarded under FAR Part 12 procedures for the acquisition, development, production, modification, maintenance, repair, flight, or overhaul of aircraft, other otherwise involving the furnishing of aircraft; (c) for which non-DoD customer has agreed to assume the risk of loss or destruction of, or damages to, the aircraft; or (d) for commercial derivative aircraft that are to be maintained to FAA airworthiness when the work will be performed at a licensed FAA repair station.)

ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (Applies if this Agreement involves the manufacture, modification, overhaul, or repair of aircraft, missiles, or space launch vehicles.)

TAXES – FOREIGN CONTRACTS IN AFGHANISTAN (Applies if this Agreement involves performance in Afghanistan, unless the clause at 252.229-7015 is used.)

SUPPLEMENTAL COST PRINCIPLES (Applies if this Agreement is subject to the principles and procedures described in FAR subpart 31.1, 31.2, 31.6, or 31.7.)

EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2015-O0017) (Applies to this Agreement if specified in the Prime Contract.)

COST AND SOFTWARE DATA REPORTING SYSTEM—BASIC (Applies if this Agreement exceeds $50 million.)
<table>
<thead>
<tr>
<th>FREQUENCY AUTHORIZATION - BASIC</th>
<th>252.235-7003</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES</td>
<td>252.237-7023</td>
</tr>
<tr>
<td>NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES</td>
<td>252.237-7024</td>
</tr>
<tr>
<td>INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION</td>
<td>252.239-7001</td>
</tr>
<tr>
<td>CLOUD COMPUTING SERVICES</td>
<td>252.239-7010</td>
</tr>
<tr>
<td>TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES</td>
<td>252.239-7016</td>
</tr>
<tr>
<td>SUPPLY CHAIN RISK</td>
<td>252.239-7018</td>
</tr>
<tr>
<td>PRICING OF CONTRACT MODIFICATIONS</td>
<td>252.243-7001</td>
</tr>
<tr>
<td>SUBCONTRACTS FOR COMMERCIAL ITEMS</td>
<td>252.244-7000</td>
</tr>
<tr>
<td>TAGGING, LABELING, AND MARKING OF GOVERNMENT FURNISHED PROPERTY</td>
<td>252.245-7001</td>
</tr>
<tr>
<td>REPORTING LOSS OF GOVERNMENT PROPERTY</td>
<td>252.245-7002</td>
</tr>
<tr>
<td>CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION</td>
<td>252.245-7003</td>
</tr>
<tr>
<td>NOTIFICATION OF POTENTIAL SAFETY ISSUES</td>
<td>252.246-7003</td>
</tr>
<tr>
<td>CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM</td>
<td>252.246-7007</td>
</tr>
<tr>
<td>SOURCES OF ELECTRONIC PARTS</td>
<td>252.246-7008</td>
</tr>
<tr>
<td>Document Name:</td>
<td>Procurement Manual</td>
</tr>
<tr>
<td>---------------</td>
<td>--------------------</td>
</tr>
</tbody>
</table>

**Transportation of Supplies by Sea - Basic** (Paragraphs (f) through (h) shall not apply if this agreement is at or below the Simplified Acquisition Threshold.)

- 252.247-7023

**Notification of Anticipated Contract Termination or Reduction** (Applies if this Agreement is in support of a major defense program.)

- 252.249-7002

**Certifications Required to be Eligible for Award.**

- Alternate A, Annual Representations and Certifications
  - 252.204-7007
- Representation of Use of Cloud Computing
  - 252.239-7009
47.0  SECTION D – CC011 – SUPPLEMENT 3 – U.S. GOVERNMENT CONTRACT PROVISIONS FROM THE FEDERAL ACQUISITION REGULATION (FAR) AND THE DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) FOR COMMERCIAL ITEMS

47.1. When the Goods or Services furnished are for use in connection with a U.S. Government contract or subcontract, in addition to the RENK America General Terms and Conditions for Supply and Services Subcontracts (Corp Form CC008), the following Supplement 3 – U.S. Government Contract Provisions from the FAR and the DFARS for Commercial Items (Corporate Form CC011) shall apply, as required by the terms of the applicable clause, the terms of the prime contract, or by operation of law or regulation, for the acquisition of commercial items. Clauses not applicable under the Prime Contract shall not be removed from this document and will be considered by all parties to be without force and effect. In the event of a conflict between these FAR and DFAR provisions and Corporate Form CC008, these FAR and DFAR provisions shall control. The full text of a clause may be accessed electronically at either: https://www.acquisition.gov/browsefar; or https://www.acq.osd.mil/dpap/dars/dfarspgi/current/.

47.2. The following clauses are incorporated herein by reference and shall have the same force and effect as if they were given in full text. If the date or substance of any of the clauses listed below is different from the date or substance of the clause incorporated in the Prime Contract referenced herein, the date or substance of the clause incorporated in the Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Agreement, and nothing in this Agreement grants SELLER a direct claim or cause of action against the U.S. government. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Agreement, as set forth in Corporate Form CC008, section 23. SELLER shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR and DFARS clauses included in this Agreement. DFARS clauses only apply in connection with a U.S. Department of Defense (DoD) contract or subcontract.

48.0  U.S. GOVERNMENT SUBCONTRACT

48.1. This Contract is entered into by the parties in support of a U.S. Government contract.
48.2. As used in the FAR clauses referenced below:

- “Commercial Item” means a commercial item as defined in FAR 2.101.
- “Contract” means this Agreement, as defined in Corp Form CC008, section 1(a).
- “Contracting Officer” means the U.S. government contracting officer for RENK America's government Prime Contract under which this Agreement is entered.
- “Contractor” and “Offeror” means the SELLER, which is the party identified on the face of the Agreement with whom RENK America is contracting, acting as the immediate subcontractor to RENK America.
- “FAR” means the Federal Acquisition Regulation, used as Chapter 1 of Title 48, Code of Federal Regulations.
- “Prime Contract” means the contract between RENK America and the U.S. government or between RENK America and its higher-tier contractor who has a contract with the U.S. government.
- “Subcontract” means any contract placed by SELLER or lower-tier subcontractors under this Agreement.
- “Simplified Acquisition Threshold” has the same meaning as defined in the clause at FAR 2.101.
- “Micro-Purchase Threshold” has the same meaning as defined in the clause at FAR 2.101.
- “Commercially available Off-The-Shelf” or “COTS” has the same meaning as defined in the clause at FAR 2.101.

48.3. Unless otherwise indicated, substitute the following party names in all DFARS clauses, as applicable:

- “RENK America” for “agency,” “government,” or “United States;”
- “RENK America Subcontracting Representative” for “Contracting Officer,” “Administrative Contracting Officer,” or “ACO;”
- “SEELER” for “contractor” or “offeror.”

48.4. Any communication/notification required under a DFARS clause from/to the Contractor to/from the Contracting Officer shall be made through RENK America, unless otherwise indicated.
THE SELLER, BY SIGNING ITS OFFER, HEREBY CERTIFIES COMPLIANCE WITH THE FOLLOWING CLAUSES AND IS, THEREFORE, ELIGIBLE FOR AWARD. THE SELLER’S REPRESENTATIONS AND CERTIFICATIONS ARE INCORPORATED BY REFERENCE INTO THIS SUBCONTRACT.

<table>
<thead>
<tr>
<th>TITLE OF CLAUSE</th>
<th>CLAUSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anti-Kickback Procedures (Applies if this Agreement exceeds $150,000. Sub-paragraph (c)(1) does not apply.)</td>
<td>52.203-7</td>
</tr>
<tr>
<td>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Applies if this Agreement exceeds $150,000.)</td>
<td>52.203-12</td>
</tr>
<tr>
<td>CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Applies if the value of this Agreement is expected to exceed $5,500,000 and the period of performance is more than 120 days. Disclosures made under this clause shall be made directly to the government entities identified in the clause.)</td>
<td>52.203-13</td>
</tr>
<tr>
<td>CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)</td>
<td>52.203-17</td>
</tr>
<tr>
<td>PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (Applies unless this Agreement is for personal service with an individual.)</td>
<td>52.203-19</td>
</tr>
<tr>
<td>BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS () (Applies to this Agreement if SELLER may have federal contract information residing in or transiting through its information system.)</td>
<td>52.204-21</td>
</tr>
<tr>
<td>PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOP OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES</td>
<td>52.204-23</td>
</tr>
<tr>
<td>PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Applies if the value of this Agreement exceeds $35,000. Consistent with subparagraph (e) of this clause and sections 3(c) and 3(d) of this Supplement, the notice requirement contemplated in this clause refers to notice that SELLER shall provide BUYER.)</td>
<td>52.209-6</td>
</tr>
<tr>
<td>DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS</td>
<td>52.211-15</td>
</tr>
<tr>
<td>OFFER REPRESENTATIONS AND CERTIFICATIONS, COMMERCIAL ITEMS (This provision provides a single, consolidated list of representations and certifications for the acquisition of commercial items. Use the provision with its Alternate I in solicitations issued by DoD, NASA, or the Coast Guard.)</td>
<td>52.212-3</td>
</tr>
<tr>
<td>CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (DEVIAITON) (INCLUDES ALL STATUTES OR ORDERS ISSUED) (See FAR 52.244-6 for flow-down of Commercial Items.)</td>
<td>52.212-5</td>
</tr>
</tbody>
</table>
UTILIZATION OF SMALL BUSINESS CONCERNS (Applies if the amount of this Agreement is expected to exceed the Simplified Acquisition Threshold and offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000, SELLER must include FAR 52.219-8 in lower-tier subcontracts that offer subcontracting opportunities.)

52.219-8

NONDISPLACEMENT OF QUALIFIED WORKERS (Applies if this Agreement (a) is for services, (b) succeeds a contract for performance of the same or similar work at the same location, and (c) is not exempted by the clause at FAR 22.1203-2 or waived in accordance with the clause at FAR 22.1203-3.)

52.222-17

PROHIBITION OF SEGREGATED FACILITIES (Applies when the clause at FAR 52.222-26 applies.)

52.222-21

EQUAL OPPORTUNITY (Applies unless this Agreement is exempt from the requirements of Executive Order 11246.)

52.222-26

EQUAL OPPORTUNITY FOR VETERANS (Applies if this Agreement is equal to or greater than $150,000.)

52.222-35

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (Applies if this Agreement exceeds or is expected to exceed $15,000.)

52.222-36

EMPLOYMENT REPORTS ON VETERANS (Applies when the clause at FAR 52.222-35 applies.)

52.222-37

NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (Applies if this Agreement exceeds $10,000 and will be performed wholly or partially in the United States unless otherwise exempted.)

52.222-40

SERVICE CONTRACT LABOR STANDARDS (Applies if this Agreement is for services subject to the Service Contract Act. The clause does not apply if this Agreement has been administratively exempted by the Secretary of Labor or by 41 U.S.C. § 356, as interpreted in 29 CFR subpart 4(C).)

52.222-41

COMBATING TRAFFICKING IN PERSONS (Paragraph (h)’s requirements apply only to any portion of the Agreement that: (A) Is for supplies, other than commercially available off-the-shelf item, acquired outside the United States, or services to be performed outside the United States; and (B) Has an estimated value that exceeds $500,000. Alternate I applies when the Agreement will be performed outside the United States and the contracting officer has been notified of specific U.S. directives or notices regarding combating trafficking in persons (such as general orders or military listings of “off-limits” local establishments) that apply to contractor employees at the contract place of performance.)

52.222-50

EMPLOYMENT ELIGIBILITY VERIFICATION (Applies if this Agreement exceeds the Simplified Acquisition Threshold.)

52.222-54

MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (Applies if this Agreement is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and is to be performed in whole or in part in the United States.)

52.222-55

PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (Applies if this Agreement is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and is to be performed in whole or in part in the United States.)

52.222-62
PRIVACY TRAINING (Applies if, in the performance of this Agreement, SELLER's employees will: have access to a systems of records; create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or design, develop, maintain, or operate a system of records on individuals or will handle personally identifiable information. Alternate I applies if the conditions above are satisfied and the agency specifies that only its agency-provided training is acceptable.)

RESTRICTIONS ON CERTAIN FOREIGN PURCHASES

PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS
(Applies if SELLER is a small business concern. This clause does not apply if BUYER does not receive accelerated payments under the Prime Contract.)

SUBCONTRACTS FOR COMMERCIAL ITEMS

PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (Applies if this Agreement involves delivery of supplies by ocean transportation.)

REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

DISCLOSURE OF INFORMATION

COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS
(Applies in all contracts, including those using FAR part 12 procedures for the acquisition of commercial items, except for solicitations solely for the acquisition of commercially available off-the-shelf (COTS) items.)

LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (Applies if this Agreement involves services that include support for the government's activities related to safeguarding Covered Defense Information (CDI) and cyber incident reporting.)

SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (Applies if this Agreement is for operationally critical support or for which performance will involve a covered contractor information system that processes, stores, or transmits CDI as those terms are defined in the clause. BUYER shall determine if the information required for SELLER performance retains its identity as CDI and will require protection under this clause.)

NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT

ITEM UNIQUE IDENTIFICATION AND VALUATION (Applies if BUYER acquires any item(s) under this Agreement for which item unique identification is required in accordance with paragraph (c)(1) of this clause.)

PROHIBITION OF HEXAVALENT CHROMIUM (Applicable if this Agreement is for supplies, maintenance and repair services, or construction materials.)

RESTRICTION ON ACQUISITION OF SPECIALTY METALS (Applies if this Agreement exceeds the Simplified Acquisition Threshold and requires delivery of specialty metals as end items.)

RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (Applies if the Goods to be furnished contain specialty metals. Paragraph (d) is deleted.)

Commercial Derivative Military Article – Specialty Metals Compliance Certificate (Applies to Contracts using FAR Part 12 procedures for the acquisition of commercial items and contains the clause 252.225-7009.)
EXPORT-CONTROLLED ITEMS

252.225-7048

UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (Applies if this Agreement exceeds $500,000.)

252.226-7001

RIGHTS IN TECHNICAL DATA – NONCOMMERCIAL ITEMS (Applies if SELLER will be required, under this Agreement, to deliver to BUYER or the government technical data pertaining to noncommercial items, or pertaining to commercial items for which BUYER or the Government will have paid for any portion of the development costs. Alternates I–II may apply as the text of that clause provides.)

252.227-7013

Technical Data – Commercial Items (Applies if this Agreement involves delivery to the government of any of SELLER’s technical data related to commercial items developed in any part at private expense.)

252.227-7015

VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (Applies if this Agreement may require delivery of technical data.)

252.227-7037

TAXES – FOREIGN CONTRACTS IN AFGHANISTAN

252.229-7014

CLOUD COMPUTING SERVICES (Applies if this Agreement involves cloud services.)

252.239-7010

SUPPLY CHAIN RISK (Applies if this Agreement is for information technology, whether providing as a service or supply, is a part of a covered system, or is in support of a covered system, as defined in the clause at DFARS 239.7301.)

252.239-7018

SUBCONTRACTS FOR COMMERCIAL ITEMS

252.244-7000

NOTIFICATION OF POTENTIAL SAFETY ISSUES (Applies if this Agreement is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. SELLER shall provide notifications to BUYER and the contracting officer identified to SELLER.)

252.246-7003

CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (Applies if this Agreement is for electronic parts or assemblies containing electronic parts.)

252.246-7007

SOURCES OF ELECTRONIC PARTS (Applies if this Agreement is for electronic parts or assemblies containing electronic parts, unless SELLER is the original manufacturer.)

252.246-7008

TRANSPORTATION OF SUPPLIES BY SEA - BASIC (Paragraphs (f) through (h) shall not apply if this Agreement is at or below the Simplified Acquisition Threshold.)

252.247-7023
49.0 SECTION E – PURCHASE ORDER TERMS AND CONDITIONS CONTRACT LABOR

49.1. CONTRACT FOR SERVICES

This is a basic ordering agreement ("Agreement") for services between RENK America ("Purchaser") and the Supplier named on the purchase order form. Pursuant to Public Law 100-679 section 6 Procurement Integrity of the "Office Of Federal Procurement Policy Act Amendments of 1988, any individual persons named herein or otherwise assigned by Supplier to perform services (individually, “Supplier employee,” and collectively, “Supplier personnel”) shall be deemed employees or agents of Supplier and not employees or agents of Purchaser, and will not be eligible for coverage under, or in any way entitled to participate in, any of Purchaser's benefit plans or programs for Purchaser employees; and Supplier will be responsible for exercising control over the employees it assigns to Purchaser. As used herein, the term “Agreement” shall include these Purchase Order Terms and Conditions, all attachments hereto, and all purchase orders issues hereunder.

49.2. CODE OF ETHICS AND BUSINESS CONDUCT

By the acceptance of this Purchase Order, Seller represents that it has not participated in any conduct in connection with this Purchase Order that violates the Buyer's Code of Ethics and Business Conduct which is available at https://www.renk-group.com/en/company/corporate-governance/compliance/ or alternatively, equivalent Business Code of Ethics of Seller. If, at any time, Buyer determines that Seller is in violation of the applicable Code of Ethics and Business Conduct, Buyer may cancel this Purchase Order upon written notice to Seller and Buyer shall have no further obligation to Seller.

49.3. ASSIGNMENT OF PERSONNEL

49.3.1. Supplier personnel shall be assigned to Purchaser hereunder only by written releases which may be issued by Purchaser from time to time against this purchase order and which shall stipulate:

- Name of the assigned individual & Social Security Number
- Supervisor & Department
- Starting date
- Requisition Number
• Bill Rates

49.3.2. Purchaser may, at its option, advise Supplier verbally of a requirement to assign personnel. However, each such verbal order shall be promptly confirmed by a written release.

49.3.3. This Agreement shall not be construed as obligating Purchaser to issue releases for assignment of Supplier personnel.

49.4. TIMECARDS

Supplier personnel assigned to Purchaser shall submit standard Purchaser timecards to the immediate supervisor for approval at such frequency as Purchaser may reasonably require. Supplier personnel may complete appropriate Supplier timecards, if required.

49.5. MILITARY SECURITY

Certain Supplier personnel assigned to Purchaser may need to possess or obtain a secret security clearance. Such personnel shall comply with the provisions of the clause entitled "Security Requirements," found at FAR 52.204-2 (August 1996). Failure to obtain a necessary clearance shall be cause for denial of assignment or immediate removal from assignment.

49.6. COMPENSATION AND PAYMENT

49.6.1. Supplier shall be paid on the basis of hours worked at the rates set forth in the schedule.

49.6.2. Straight time billing rate applies to services provided up to and including forty (40) hours in one pay period. Overtime billing rate applies to hours worked in excess of forty (40) hours per week.

49.6.3. Once each month (or at more frequent intervals, if approved by Purchaser), Supplier may submit invoices for services rendered, showing release numbers, the Supplier personnel's direct rates, and overtime rates. Such invoices shall be supported by copies of daily time slips and by such other supporting documents.
as Purchaser may reasonably require. As promptly as may be practicable after receipt of each invoice, Purchaser shall make payment thereon.

49.7. DISCLOSURE OF INFORMATION

Supplier and its personnel shall keep confidential all information marked “Employee Data,” “Private Information,” “Proprietary Data,” “Proprietary Eyes Only Data,” “Sensitive Information,” or such other comparable legends, and all other information which may be obtained from Purchaser regarding inventions, trade secrets, designs, methods, systems improvements, and other private matters which may be disclosed to Supplier or its personnel. Such information shall not be communicated to anyone without prior written approval from Purchaser during the term of this Agreement and for a period of three (3) years after this Agreement is terminated.

From time to time the Purchaser may permit access to or furnish Supplier or Supplier's personnel with US technical data, defense articles or defense services as defined by the International Traffic in Arms Regulations, 22 CFR 120 et seq. Supplier and Supplier's personnel agrees not to provide access to, disclose, or otherwise transfer US technical data or defense articles, or furnish defense services to any third party or to any natural persons who are not citizens or permanent residents of the United States.

49.8. INVENTIONS AND COPYRIGHT

Supplier shall make written disclosure promptly to Purchaser of all inventions which are conceived or first reduced to practice in the performance of the work called for or required by this Agreement and shall sign and execute all papers necessary for conveying to Purchaser all rights in and to such inventions. Further, Purchaser shall be the owner of any and all notes, reports, memoranda and the like which are made by Supplier personnel in the course of the work called for or required by this Agreement and they will not be copyrighted by Supplier or its personnel. Supplier shall obtain from its employees and agents engaged in work hereunder all the rights required to be conveyed to Purchaser pursuant to this clause.
49.9. INTELLECTUAL PROPERTY

Any work, writing, idea, discovery, improvement, invention (whether patentable or not), trade secret or intellectual property of any kind first made or conceived by Supplier Employees in the performance of this Contract or which is derived from the use of information supplied by the Purchaser shall be the exclusive property of the Purchaser. Supplier shall cause supplier employees to disclose promptly all such works, writings, ideas, discoveries, improvements, inventions, trade secrets or intellectual property to Purchaser, and shall execute all necessary documents to perfect Purchaser’s title thereto and to obtain and maintain effective protection thereof. Any work produced under this Contract is to be deemed a work for hire to the extent permitted by law, and, to the extent not so permitted, shall be assigned to, and shall be, the exclusive property of the Purchaser.

49.10. INSURANCE

Supplier shall provide insurance coverage for personnel working at Purchaser location(s) during performance hereunder in accordance with the clause set forth in the attached Insurance Rider (Attachment A) and furnish a certificate of insurance reflecting compliance therewith.

49.11. TERMINATION

49.11.1. Purchaser may, at its option, direct Supplier to remove and Supplier employee from an assignment to perform under this Agreement.

49.11.2. Purchaser may terminate this order for its convenience, in whole or from time to time in part, by delivering to Supplier written notice of such termination. Purchaser's obligation in such event shall be limited to pay Supplier for services rendered up to and including the date of termination.

49.12. TAXES

Supplier shall be responsible for and hereby agrees to pay all federal, state, and local taxes Federal Insurance Contribution Act (FICA) tax and pay the employer’s share of FICA &
Federal unemployment tax arising out of performance of this Agreement or applicable to amounts paid hereunder

49.13. FACILITIES

Purchaser will furnish Supplier personnel office space and such other facilities and supporting services as necessary for performance of this Agreement. Supplier shall not be required to furnish, nor shall Supplier be reimbursed for materials such as stationery, supplies, or outside services of any kind.

49.14. TRAVEL

In the event Purchaser requires Supplier personnel to travel in performance of work hereunder, Purchaser may furnish airline tickets and reimburse actual subsistence expenses to such personnel directly in cash. Purchaser may, if appropriate, furnish cash travel advances. Supplier hereby guarantees Purchaser any such sums advanced to Supplier personnel up to $1,000 each plus airline tickets, against the event that any of said personnel fails to properly account for such sums in accordance with applicable Purchaser procedures. If travel entails a distance in excess of fifty (50) miles from Purchaser's normal work location and for duration of more than one (1) week, actual travel and subsistence expenses reimbursable under this clause will be paid.

49.15. OTHER TERMS AND CONDITIONS

49.15.1. Supplier shall comply with all applicable laws and regulations, and with directives issued by the United States Secretary of Labor and with executive directives/orders of the federal government pertaining to fair labor standards, wages and hours, equal opportunity, affirmative action, and personnel with disabilities.

49.15.2. Supplier personnel shall comply with all reasonable rules and regulations published by Purchaser regarding ethics, procurement integrity, Contractor Confidentiality Agreement, former United States Department of Defense employees, security and security badges, safety, personal conduct, Purchaser property, business hours and such other matters as normally pertain to the operation of Purchaser's business.
49.15.3. Supplier will provide to Purchaser a completed Employment Eligibility Verification (Form I-9) from the Immigration and Naturalization Service for each assigned Supplier employee, as requested. Supplier agrees that Supplier's personnel will be citizens or permanent residents of only the United States as defined by International Traffic In Arms Regulations (ITAR) 22 CFR 120-130. Supplier or Supplier's personnel will provide evidence of their citizenship or permanent resident status at the time the supplier's personnel furnish their I-9 and citizenship documentation as established by list A B or C of the I-9.

49.15.4. Supplier shall have each of its employees to be assigned to Purchaser execute the following statement: "I acknowledge and agree that I am an employee of [Name of Supplier] and not of any client of [Name of Supplier] to which I may be assigned. Accordingly, I acknowledge and agree that I will not be eligible for or entitled to receive any benefits offered by a client of Supplier to its employees including, without limitation, benefits offered under a client's employee pension benefit plans or employee welfare benefit plans." Supplier shall provide to Purchaser a copy of the executed statement required under this paragraph at the time each Supplier employee is assigned to Purchaser.

49.15.5. Supplier shall perform Background Checks on all Purchaser Temporary personnel. Supplier will arrange conduct and absorb all expenses of the background checks, which includes:

49.15.6. Employment Verification

Prior to the assignment of any Temporary personnel at Purchaser facilities, SUPPLIER shall verify dates of employment and past job title in the last (7) years of employment. The most recent employer shall be called to determine, if possible, applicant's qualifications, performance, salary verification and reasons for termination if disclosed. When employment history cannot be verified by SUPPLIER, Temporaries shall not be assigned to without the prior consent of Human Resources Manager.
49.15.7. Education Verification

Prior to the assignment of any Temporary personnel at Purchaser facilities, SUPPLIER shall query levels of higher education presented by Temporary candidates for the purpose of confirmation of necessary educational qualifications to meet the position requirements. When education levels cannot be verified by SUPPLIER, Temporaries shall not be assigned to without the prior consent of Human Resources Manager.

49.15.8. Criminal Records Check

Prior to the assignment of any Temporary personnel at Purchase facilities, SUPPLIER Temporary must be subjected to a criminal records check. SUPPLIER shall be required to complete a criminal record’s check on selected candidates only. SUPPLIER will arrange, conduct and absorb all expenses of the criminal records check. In accordance with applicable law, a check for felony and misdemeanor criminal convictions shall be conducted in all states, and all counties of state or states where the Temporary has resided, has been employed, or attended school for the past seven (7) years. Temporaries convicted of a misdemeanor offense shall not be assigned to without the written approval from Human Resources Manager.

49.15.9. Social Security Trace

Prior to the assignment of any Temporary personnel at Purchase facilities, SUPPLIER Temporary must be subjected to a social security trace. SUPPLIER shall be required to complete a social security trace on selected candidates only. SUPPLIER will arrange, conduct and absorb all expenses of the social security trace. In accordance with applicable law, verify that social security is valid, issued legally by the federal government and indicates the date the number was issued. When social security trace cannot be verified by SUPPLIER, Temporaries shall not be assigned to without the prior consent of Human Resources Vice President.
49.15.10. Drug Test

Prior to the assignment of any Temporary personnel at Purchase facilities, SUPPLIER candidates must successfully pass a drug screen. SUPPLIER will advise all candidates that they will need to pass a drug screen before placement at and will require their consent to such testing prior to submitting them as candidates to. SUPPLIER will order the drug testing upon the hiring manager(s) selection of a candidate for assignment. SUPPLIER will arrange for testing and will absorb all expenses related to drug testing. Drug test must meet requirements of the Drug-Free Workplace Act of 1988. Candidates who fail to pass the specified drug testing shall not be assigned to Purchaser facilities. Drug Screening will consist of a Five-Panel Controlled Substances Test which checks for Amphetamines, Cannabinoids (Marijuana), Cocaine, Opiates (Heroin, Morphine), Phencyclidine (PCP). Testing must also check for masking agents.

49.15.11. Credit Check (If Applicable)

Prior to the assignment of any Temporary personnel at Purchase facilities, SUPPLIER Temporary must be subjected to a credit check for Procurement, Finance and Executives positions that require ability to obtain clearance. SUPPLIER shall be required to complete a credit check on selected candidates only. SUPPLIER will arrange, conduct and absorb all expenses of the credit check.

49.15.12. In accordance with applicable law, verify that supplier personnel is suitable for a position involving handling cash or matters requiring financial discretion. When credit check cannot be verified by SUPPLIER, supplier personnel shall not be assigned to without the prior consent of Human Resources Vice President.

49.15.13. Motor Vehicle Check (If Applicable)

Prior to the assignment of any Temporary personnel at Purchase facilities, SUPPLIER Temporary must be subjected to a motor vehicle check for position that which the primary function requires driving a company vehicle. SUPPLIER shall be required to complete a motor vehicle check on selected
candidates only. SUPPLIER will arrange, conduct and absorb all expenses of the motor vehicle check. In accordance with applicable laws, verify the search through the state in which the driver’s license is issued. When the motor vehicle report cannot be verified by SUPPLIER, Temporaries shall not be assigned without the prior consent of the Human Resources Manager. Exceptions to above check requirements shall require approval by the Human Resources Director of Employment, EEO, Learning & Development.

49.16. INDEMNIFICATION
Supplier agrees to indemnify Purchaser from and against all Losses suffered by Purchaser as a result of or arising out of an alleged violation by Supplier of any federal, state or local statute, rule or regulation in connection with Supplier’s performance under this Agreement. In the event that Purchaser is named as a party in any litigation or administrative proceeding arising from the actual or alleged acts or omissions of Supplier (“Litigation”), Purchaser may, in its sole discretion, defend itself in the Litigation and obtain indemnification from Supplier, or tender the defense of Purchaser in the Litigation to Supplier. “Losses,” as used herein, shall mean all charges, complaints, actions, suits, proceedings, hearings investigations, claims, demands, judgments, orders, decrees, stipulations, injunctions, damages, dues, penalties, fines, costs, indebtedness, liabilities, obligations, taxes, liens, expenses and fees, including all attorneys’ fees and court costs.

49.17. RATES AND PAYMENT
Supplier personnel assigned to Purchaser shall be billed in accordance with rates agreed to between Purchaser and Supplier as specified in Purchaser’s purchase order.

49.18. JOB CATEGORIES AND CLASSIFICATIONS
Supplier shall furnish the services of personnel as requested and authorized by Purchaser. For each Supplier employee proposed for assignment hereunder, Supplier shall submit that individual’s resume, billing rates, requisition number and availability date to be considered for evaluation. In instances where several contract labor providers submit the same individual’s resume for the same requirement, priority will be given to the order in which the resumes were received, all other items being equal.
49.19. DISCUSSION OF RATE INFORMATION

With the exception of interviewing personnel from the office of Purchaser’s Human Resources, Supplier personnel shall not, at any time, discuss information as to the rates received during their assignment at Purchaser with any employees of Purchaser or with any other personnel assigned at Purchaser, including other assigned personnel of Supplier. In the event that such information is discussed or revealed by a Supplier employee, such individual shall be removed immediately as unacceptable to Purchaser in accordance with appropriate termination conditions of Purchaser’s purchase order.

49.20. REVOLVING DOOR REPORT

Annually, Purchaser requires Supplier to report any Supplier personnel who: Held a military rank of 0-4 or above or who served in a civilian position for which the rate of pay was greater than or equal to the minimum of Grade 13, Step I of the General Schedule and who left DoD service in any of the three previous calendar years and were compensated in excess of $250.00 during the reporting year. Accordingly, Supplier will provide Purchaser with a completed Attachment B & C for any such Supplier employee who was assigned to Purchaser during the previous calendar year. This input is required by February 28th of each year. Supplier shall direct all questions and inquiries concerning Purchaser’s contract labor needs, including skill definition, position description and scope of work, solely to a person designated by Purchaser in the office of Purchaser’s Human Resources.
### 49.21. HOLIDAY/LOST TIME SCHEDULE

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Code</th>
<th>Status</th>
<th>Code</th>
<th>Status</th>
<th>Code</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>90100</td>
<td>Unpaid Holiday</td>
<td>Thanksgiving Day (TH&amp;F)</td>
<td>90100</td>
<td>Unpaid Holiday</td>
<td></td>
</tr>
<tr>
<td>Martin Luther King</td>
<td>90100</td>
<td>Unpaid Holiday</td>
<td>Christmas Day</td>
<td>90100</td>
<td>Unpaid Holiday</td>
<td></td>
</tr>
<tr>
<td>Good Friday</td>
<td>90100</td>
<td>Unpaid Holiday</td>
<td>Days Between Christmas Day and New Year’s Day</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Memorial Day</td>
<td>90100</td>
<td>Unpaid Holiday</td>
<td></td>
<td>92170</td>
<td>Unpaid Other Lost Time</td>
<td></td>
</tr>
<tr>
<td>Independence Day</td>
<td>90100</td>
<td>Unpaid Holiday</td>
<td>New Year’s Day</td>
<td>90100</td>
<td>Unpaid Holiday</td>
<td></td>
</tr>
<tr>
<td>Labor Day</td>
<td>90100</td>
<td>Unpaid Holiday</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Opening Hunting</td>
<td>90100</td>
<td>Unpaid Holiday</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Payment responsibility of vendor; vendor does NOT invoice for the holidays: Please be advised that this information is intended to provide a general schedule of the holidays/ closures for 2011.
Attachment A

INSURANCE RIDER

Supplier shall assume all risk of (i) damage to property or of bodily injury, sickness or disease of persons (including death resulting at any time there from) used or employed on or in connection with work performed under this Agreement, and (ii) damage to property or bodily injury, sickness or disease of persons (including death resulting at any time there from) wherever located, resulting from or arising out of any action, omission or operation occurring in connection with work performed under this Agreement.

Supplier shall secure, protect, defend, hold harmless, and indemnify Purchaser from and against any and all losses, costs, damages, expenses, or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time there from) which may be sustained or claimed by any person or persons, or the damage to or destruction of any property, including the loss of use thereof, arising out of or in connection with the performance of any work in connection with this Agreement, including any extra work assigned to Supplier in connection therewith, based upon any act or omission, negligent or otherwise, of (a) Supplier or any of its employees, agents or servants, (b) any subcontractor of Supplier or any employees, agents or servants of such a subcontractor, or (c) any other person or persons, including Purchaser, or any employees, agents or servants of Purchaser. In the event that Purchaser is named as a party in any litigation or administrative proceeding arising from the actual or alleged acts or omissions of Supplier ("Litigation"), Purchaser may, in its sole discretion, defend itself in the Litigation and obtain indemnification from Supplier, or tender the defense of Purchaser in the Litigation to Supplier.

Supplier and all suppliers to which portions of the work under this Agreement are subcontracted (hereinafter called “Subcontractors”) shall, during the continuance of the work under this Agreement, including extra work in connection therewith, maintain the following insurance coverage:

1. Workers Compensation, Employer's Liability Insurance and any insurance required by any Employee Benefit Acts or other statutes applicable where the work is to be performed. All such insurance shall be in amounts sufficient, in the opinion of the Purchaser, for any liability for bodily injury, sickness or disease (including death resulting at any time there from) of any Supplier or Subcontractor personnel, including any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.

2. Comprehensive General Liability and Property Damage Insurance in any amounts required by Purchaser, but not less than $500,000 per person, $1,000,000 per occurrence for General Liability, and $250,000 property damage per accident, as protection against all risks of damage or destruction of property or bodily injury, sickness or disease (including death resulting at any time there from) of persons wherever located, resulting from any action, omission or operation under the purchase order or in connection with the work performed there under.

3. Comprehensive Automobile Liability Insurance, including Property Damage, covering all owned or rented equipment used in connection with work performed under this Agreement, in the minimum amounts of $500,000 per person, $750,000 per occurrence for bodily injury (including death resulting at any time there from) and $250,000 per accident for property damage.

4. (Suppliers of food and beverages) Products Liability Insurance in the aggregate amount of not less than $500,000 per person, $750,000 per occurrence. All insurance policies shall be issued by companies authorized to do business under the laws of the State in which the work will be done. Such policies shall contain appropriate endorsements extending the coverage thereof to include the liability assumed by Supplier under this Agreement. Certificates of insurance, evidencing such insurance and endorsement, shall be filed by Supplier and all Subcontractors with Purchaser before the work is started. All insurance policies procured hereunder shall include Purchaser as an additional named insured and provide that no material change or cancellation in insurance shall be made
by Supplier or Subcontractor without ten (10) days prior written notice to Purchaser and the Purchaser's written approval thereof. Compliance or failure to comply by Supplier with the foregoing requirements set forth in this Insurance Rider shall not relieve the Supplier of its liabilities and obligations under this Insurance Rider.
### Attachment B

**GOVERNMENT / MILITARY DATA**

<table>
<thead>
<tr>
<th>Employee Number:</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
<tr>
<td>(six digits)</td>
<td>(first init…middle init… last name)</td>
</tr>
</tbody>
</table>

**Pay Grade:**

<table>
<thead>
<tr>
<th>Retirement Pay</th>
<th>Conflict Indicator:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(highest service grade)</td>
<td>(Are you receiving retirement pay as a result of U.S. Military Service?)</td>
</tr>
<tr>
<td>(During U.S. Govt or Military Service, did you participate in any Judicial or other proceeding, applicant Request for ruling, or other determination, Contract claim, controversy, investigation, Charges or other particular matter in which RENK America was a party?)</td>
<td></td>
</tr>
<tr>
<td>‘Y’ = Yes</td>
<td></td>
</tr>
<tr>
<td>‘N’ = No</td>
<td></td>
</tr>
</tbody>
</table>

**Discharge Date:**

<table>
<thead>
<tr>
<th>Mm/yy</th>
<th>Service Code:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(last date of active service)</td>
<td>(branch or service)</td>
</tr>
<tr>
<td>‘AR’ = Army</td>
<td>‘GT’ = Other Govt Service</td>
</tr>
<tr>
<td>‘AF’ = Air Force</td>
<td>‘NS’ = NASA</td>
</tr>
<tr>
<td>‘NV’ = Navy</td>
<td>‘CO’ = Congress</td>
</tr>
<tr>
<td>‘MC’ = Marine</td>
<td>‘FS’ = Foreign Service</td>
</tr>
<tr>
<td>‘CG’ = Coast Guard</td>
<td>‘SE’ = Senior Exec</td>
</tr>
<tr>
<td>‘DD’ = Dept of Def</td>
<td>‘EL’ = VP &amp; Exec Service</td>
</tr>
</tbody>
</table>

**Pay Grade:**

<table>
<thead>
<tr>
<th>Service Branch:</th>
<th>Highest Rank:</th>
<th>Reserve Code:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(pay grade at time of discharge)</td>
<td>(see Service Code)</td>
<td>‘R’ = Ready Reserve</td>
</tr>
<tr>
<td>‘S’ = Standby Res</td>
<td></td>
<td></td>
</tr>
<tr>
<td>‘O’ = Other</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Federal statutes and regulations govern certain post-employment activities of former military personnel and federal civilian employees. Severe penalties may result for both the employee and the employer arising from violations of these statutes and regulations. You are required to furnish the following information, which will be used by RENK America in determining whether you are eligible for employment, and if so, the particular duties you may perform on behalf of RENK America. If any of your responses may be classified, do not answer the question and inform an RENK America Human Resources representative. (Further information may be required through authorized channels.)
1. Are you now employed by the United States government (including Presidential appointees) either as a military member or civilian employee or as a member of the legislative branch?

2. Have you at any time in the past been employed by the US government (including Presidential appointees) either as an active duty military member or civilian employee or as a member of the legislative branch?

If the answer to 1 and 2 above is NO, PLEASE STOP HERE; proceed to questions 1.3a and 1.3b, and sign and date the form at the bottom.

1. State the date or projected date of your separation from service with the US government:

4. State your military rank or civilian employee labor grade at the time of your separation from government service:

5. State your position title, dates of service and (during final two years of service) principal duties:

6. Identify the specific government agency, the office or department of that agency, and location at which you were employed during the two years prior to your separation or projected separation:

7a. At any time during your service while a military member or a civilian employee of the US government, did you personally and substantially participate in any "particular matter" (such as a contract, claim, controversy, dispute, administrative proceeding, etc.) involving L-3 Communications Corporation?

7b. During the final two years of your service with the government, was any such "particular matter" involving L-3 Communications Corporation pending under your "official responsibility" (direct administrative or operating authority, whether directly or through subordinates, to approve, disapprove or direct government actions)?

If the answer is YES in either of the above, please give a complete description of your involvement, time, place, circumstances, etc.
8. If you left government service prior to January 1, 1997, is there any federal agency procurement for property or services in which L-3 Communications was or was a competing contractor for which you performed, within the last two years, duties as a “procurement official” (a civilian or military official, or employee of any federal agency, who has participated personally and substantially in: (1) drafting, review or approval of a specification developed for a procurement; (2) preparation or issuance of a procurement solicitation; (3) evaluation of bids and proposals; (4) selection of sources; (5) conduct of negotiations; or (6) review and approval of the award, modification or extension of a contract)?

If the answer to it is YES, please give a complete description of your involvement, time, place, circumstances, name of the program or contract, etc.

9. If you left government service after January 1, 1997, specify the government agency, the office or department of that agency, and location at which you were employed during the one-year period prior to your separation or projected separation:

9a. Did you serve as the procuring contracting officer, source selection authority, a member of a source selection board, or the chief of a financial or technical evaluation team at the time that L-3 Communications Corporation was selected as the contractor for or awarded a contract in excess of $10 million?

9b. Did you serve as the program manager, deputy program manager, or administrative contracting officer for a contract in excess of $10 million awarded to L-3 Communications Corporation?
Did you personally make for the federal agency:

(1) a decision to award a contract, subcontract, modification to a contract or subcontract, or a task order or delivery order in excess of $10 million to L-3 Communications Corporation; or

(2) a decision to establish overhead or other rates applicable to a contract or contracts for L-3 Communications Corporation that are valued in excess of $10 million; or

(3) a decision to approve issuance of a contract payment or payments in excess of $10 million to L-3 Communications Corporation; or

(4) a decision to pay or settle a claim in excess of $10 million with L-3 Communications Corporation?

---

**APPLICANT QUESTIONNAIRE - CONFLICT OF INTEREST ANALYSIS (Page 3)**

(If the answer in 2e, 3b, or 4c is YES, Please give a complete description of your involvement, time, place, circumstances, name of the program or contract, etc.)

10. If not otherwise set forth above, is there any position or assignment you would be uncomfortable in performing on account of possible conflict of interest or impropriety?
Yes  No  11a. Have you at any time been debarred or suspended from participation in government contracting, or have you been notified that such action is pending?

Yes  No  11b. Have you been convicted of or pleaded guilty to government contract or procurement fraud?

APPLICANT: Please furnish any opinion letter provided to you by your designated Agency Ethics official or Legal Department regarding your possible employment.

Signature:  

Social Security Number:  

Printed Name:  

Date:
50.0 SECTION F – INSTRUCTIONS FOR CONTROL OF GOVERNMENT-OWNED PROPERTY IN THE POSSESSION OF SUPPLIERS/SUBCONTRACTORS

50.1. INTRODUCTION

It is the procedure of RENK America to conform fully to applicable Government regulations in regard to the control of Government property in the possession of its suppliers/subcontractors. Accordingly, this guide is provided to Subcontractors/Suppliers to ensure that this procedure and Federal Acquisition Regulations are fully complied with.

This guide has been prepared to implement purchase order/subcontract provisions and to outline basic requirements for accountability and control of Government property furnished to, acquired by, or fabricated at, our suppliers/subcontractors in the performance of RENK America purchase agreements, subcontracts, and purchase orders.

50.2. PURPOSE

To ensure compliance with the terms and conditions of purchase agreements and subcontracts as applicable to equipment and material. In the event of conflict or inconsistency between these instructions and the provisions of the purchase order/subcontract, the purchase order/subcontract provisions shall control. This document details some of the features of Federal Acquisition Regulations and includes but is not limited to:

Procedural methods for acquisition, receipt, identification, recording, storage, warehousing, maintenance, utilization, consumption, inventory, loss and/or damage, salvage, scrap, and final disposition of residuals on contract completion.

The basic categories of Government property treated in this instruction are material, plant equipment, special tooling, and special test equipment.

50.3. INSTRUCTIONS

50.3.1. SUPPLIERS/SUBCONTRACTORS:
RENK America, as a prime contractor is responsible for the accountability of Government Property. Subsequent to award of the contract, delegation of this responsibility is obtained through Defense Contract Administration Services (DCAS) Property Administration. The subcontractor’s property control system will be reviewed by the cognizant DCAS Property Administrator. In the event delegations are not obtained from DCAS, the supplier/subcontractor shall provide RENK America, with a copy of their property procedures for review and approval.

50.3.2. ACQUISITION OF PROPERTY:

If equipment is (i) generally commercially available and used as a separate item or component of a system, and (ii) is valued at $10,000 or more, and (iii) is identifiable by function or description under one of the Federal Supply Groups or Classes, the subcontractor will submit a request on the appropriate Government form for Defense Industrial Plant Equipment Center 1 (DIPEC) screening. The request must contain the following elements of information of each item:

- Commodity Code Number
- Name of Manufacturer
- Model Number
- Description of data sufficient to enable the DIPEC to make a determination of availability
- Date item is required and applicable priority rating
- Prime and subcontract numbers
- Program designation and intended use
- Date required at destination
- Federal Stock Number (if known)
- Estimated Cost

RENK America, will submit the request to DIPEC as applicable, for screening, and will notify the subcontractor on receipt of screening results.
50.3.3. If the equipment is available from the DIPEC inventory and is found to be satisfactory, it will be shipped in accordance with the instructions of the allocating official.

50.3.4. If the equipment is not available from the DIPEC inventory, a certificate of nonavailability will be issued. The foregoing must be accomplished before the purchase is made.

50.3.5. RECEIVING PROPERTY

All Government property should be checked and inspected promptly when received. Any visible evidence of damage should be annotated on the carrier's waybill and the signature of the carrier's agent obtained before releasing the document to the carrier.

If there is damaged property, contact the carrier, request inspection and a signed copy of the inspection report. Notify RENK America Buyer immediately so their schedule will not be jeopardized.

If efforts are noted in quality or description, or property is unsuitable for its intended use, RENK America Buyer must be notified and circumstances described.

50.4. IDENTIFICATION OF EQUIPMENT

Purchase order/subcontract terms and conditions require identification of Government owned equipment as a means of distinguishing ownership, establishing individual records and segregating them physically, to prevent unauthorized co-mingling and/or usage. Equipment should be identified, marked and recorded promptly upon receipt. Use the RENK America Identification Number acquired for the item.

- RENK America, Purchase Agreement or Subcontract Number
- RENK America, Identification Number
- Supplier/Subcontractor Assigned Number (if applicable)
50.5. METHOD OF IDENTIFICATION:

Assigned numbers will be obtained from RENK America, when the quantities and types are delineated.

Property Numbers will not be assigned to consumables (expendable tooling).

Note: Assigned numbers remain unchanged for the life of the equipment regardless of modifications due to drawing revision.

50.6. MARKING METHODS

Attachment of metal plate, self-adhesive or other secure fastening.

- Pantograph engraving.
- Chemical or electro-etching.
- Steel die stamping.

Note: In no instance will nonpermanent identification be acceptable. Exception: When it is determined in an individual case that such marking will damage the tooling or equipment, or is otherwise impractical, an exception is permitted. However, this does not lessen nor relieve the subcontractor of having a substitute method of identification and full accountability.
50.7. RECORDS

**Inventory Accountability**

All Government property shall be recorded in such a manner as to provide the following information:

- Prime Contract and Purchase Order/Subcontract Number
- Nomenclature and/or Description
- Quantity and Date Received (or fabricated if tooling)
- Quantities and Dates Issued (material)
- Current Balance on Hand (material)
- Posting Reference and Date of Transaction
- Unit Price
- Location of Property
- Disposition Actions
- RENK America, Equipment/Number, Supplier/Subcontractor Number (if applicable), National Stock Number (if applicable)
- End item on which used (if a component, indicate basic tool of which it is a part) - tooling only
- Location
- Identity of any general-purpose tooling incorporated as components in such a manner that removal and reutilization may be feasible and economical.

**Scrap and Salvage**

The subcontractor shall maintain records of all scrap and salvage generated. The records shall be in accordance with the subcontractor's established system of scrap and salvage control, if approved by the Government Property Administrator, who shall take into consideration the need for protecting the Government's interest in proration, disposition, and allocation of proceeds resulting therefrom.

Records of Scrap/Salvage in the subcontractor's property control system shall be such as to provide the following minimum information:
1. Prime Contract and Purchase Order/Subcontract number, if practicable, or equivalent code designation
2. Nomenclature or description of item
3. Scrap classification (material content)
4. Quantity on hand
5. Unit of measure (scrap)
6. Posting reference and date of transaction
7. Disposition

50.8. INVENTORIES
50.8.1. An Annual Inventory of all Government owned property shall be performed, verifying count; condition; active or inactive status; surplus or excess; and a report submitted on the anniversary date of the purchase order/subcontract, or as otherwise required by subcontract.

3.8.2 A Termination Purchase Order/Subcontract completion inventory of all Government property applicable to the purchase order/subcontract will be made in accordance with Department of Defense Regulations. In the performance of this inventory, a thorough review will be made of the applicable official property records and property under the subcontract located at subcontractor’s facilities. This will be accomplished prior to Certification that all Government property under the subcontract has been disposed of properly (see item 3.9 below).

50.9. UTILIZATION AND MAINTENANCE

1. Suppliers/subcontractors having Government property in their possession or control shall care for and maintain that property in accordance with sound industrial practice and the terms of the contract and assure that it is utilized only as authorized by the contract.

2. Government property shall be used only in the contract for which it was acquired, unless otherwise approved in writing by RENK America.

3. Adequate records of utilization and maintenance shall be maintained.
50.10. LOSS AND DAMAGE

Suppliers/subcontractors shall report to RENK America, all cases of loss, damage, or destruction of Government property in their possession or control which is accountable under their purchase order/subcontract as soon as such facts become known.

The following information shall be furnished in the event Government Property is lost or damaged:

1. Identification number, quantity, description, and acquisition of property.
2. The date of last physical inventory.
3. Circumstances and details regarding the loss or damage, witness to damage.
4. Corrective action to be initiated

50.11. PROPERTY DISPOSITION

Interim

All equipment, tools, components, materials, scrap and salvage, etc. which become obsolete or excess for any reason shall be reported to RENK America as prescribed in Federal Acquisition Regulation 45.606-5, Instructions for Preparing and submitting Schedules of Contractor Inventory.

Subcontract Termination/Completion

Immediately upon termination or completion of a purchase order/subcontract, the supplier/subcontractor shall perform a physical inventory, adequate for disposal purposes, of all Government property in the suppliers/subcontractor's possession or control, which is applicable to the terminated or completed purchase order/subcontract. The inventory shall be prepared on both a quantitative and monetary basis, segregated by categories of property as material, tooling, etc. Upon completion of inventory schedules, copies bearing supplier's/subcontractors authorized signature shall be forwarded to RENK America, for disposition action.
The supplier/subcontractor shall retain inventory intact at his facility pending receipt of disposition instructions.

RENK America, shall, upon completion of the purchase order/subcontract on which the property was used, be entitled to storage by the supplier/subcontractor, in accordance with the terms and conditions of the purchase order/subcontract.

The supplier/subcontractor shall be accountable and responsible for the inventory until final disposition is concluded.
51.0 SECTION G - INSTRUCTIONS FOR CONTROL OF RENK AMERICA-OWNED PROPERTY IN THE POSSESSION OF SUPPLIERS/SUBCONTRACTORS

51.1. INTRODUCTION

It is the procedure of RENK America to manage/account for RENK America Owned Property in the possession of its suppliers/subcontractors.

Accordingly, this guide is has been prepared to implement purchase order/subcontract provisions and to outline basic requirements for accountability and management of RENK America owned property furnished to, acquired by, or fabricated at, our suppliers/subcontractors in the performance of RENK America purchase agreements, subcontracts, and purchase orders.

51.2. PURPOSE

To ensure compliance with the terms and conditions of purchase agreements and subcontracts as applicable to equipment and material. In the event of conflict or inconsistency between these instructions and the provisions of the purchase order/subcontract, the purchase order/subcontract provisions shall control. This document details some of the features of Federal Acquisition Regulations and includes but is not limited to:

- Procedural methods for acquisition, receipt, identification, recording, storage, warehousing, maintenance, utilization, consumption, inventory, loss and/or damage, salvage, scrap, and final disposition of residuals on contract completion.

- The basic categories of RENK America property treated in this instruction are material, plant equipment, special tooling, and special test equipment.
51.3. INSTRUCTIONS

51.3.1. ACQUISITION OF PROPERTY:

Any equipment or tooling (includes transfers) required to produce an RENK America product, the supplier/subcontractor’s must provide the following elements of information for each item:

- Name of Manufacturer
- Model Number
- Description of data/item sufficient to enable RENK America decisions (drawing, sketch or descriptive photograph may be required if description not sufficient).
- Cost
- Location of Property

RENK America buyer will provide the following additional elements of information if required:

- Commodity Code Number
- Date item is required and applicable priority rating
- Prime and subcontract numbers
- Program designation and intended use
- Federal Stock Number (if known)

Any RENK America consigned material is to be handled per the Instructions 3.2, 3.6, 3.7, 3.8, 3.9, and 3.10

51.3.2. RECEIVING PROPERTY

All RENK America property should be checked and inspected promptly when received. Any visible evidence of damage should be annotated on the carrier’s waybill and the signature of the carrier’s agent obtained before releasing the document to the carrier.

If there is damaged property, contact the carrier, request inspection and a signed copy of the inspection report. Notify RENK America Buyer immediately so their schedule will not be jeopardized.
If efforts are not noted in quality or description, or property is unsuitable for its intended use, RENK America Buyer must be notified and circumstances described.

51.3.3. IDENTIFICATION OF EQUIPMENT

Purchase order/subcontract terms and conditions require identification of RENK America owned equipment as a means of distinguishing ownership, establishing individual records and segregating them physically, to prevent unauthorized co-mingling and/or usage. Equipment should be identified, marked and recorded promptly upon receipt.

Use the RENK America Identification Number acquired for the item.

1. RENK America, Identification Number - will be the Part Number of product produced with specified suffix, ie., C=casting, Fg=forging, Fx=fixture (both mach and holding), M=master, G=gaging, S=stamping etc.
   a. Suffix will be specified with the purchase order by the buyer
   b. If a component of an up assembly which is procured, then the up-assembly number will be used as the identification number

2. Supplier/Subcontractor Assigned Number (if applicable)

Note: The Final Payment cannot be made for equipment until this list has been accepted by RENK America and acceptable production part produced.

51.3.4. METHOD OF IDENTIFICATION

- Assigned numbers will be obtained from RENK America buyer within the purchase order.
- Property Numbers will not be assigned to consumables (expendable tooling).
Note: Assigned numbers remain unchanged for the life of the equipment regardless of modifications due to drawing revision.

51.3.5. MARKING METHODS

- Attachment of metal plate, self-adhesive or other secure fastening.
- Chemical or etching or laser or engraving
- Steel die stamping.
- Or other permanent markings as specified RENK America

Note: In no instance will nonpermanent identification be acceptable. Exception: When it is determined in an individual case that such marking will damage the tooling or equipment, or is otherwise impractical, an exception is permitted. However, this does not lessen nor relieve the subcontractor of having a substitute method of identification and full accountability.

51.3.6. RECORDS

Inventory Accountability

All RENK America property shall be recorded in such a manner as to provide the following information:

- Nomenclature and/or Description
- Quantity and Date Received (or fabricated if tooling)
- Quantities and Dates Issued (material)
- Current Balance on Hand (material)
- Posting Reference and Date of Transaction
- Unit Price
- Location of Property
- Disposition Actions
- RENK America , Equipment/Number, Supplier/Subcontractor Number (if applicable), National Stock Number (if applicable)
• End item on which used (if a component of an up assembly which is procured, then the up-assembly number will be used as the tooling identification number) - tooling only
• Identity of any general-purpose tooling incorporated as components in such a manner that removal and reutilization may be feasible and economical.

Scrap and Salvage

The subcontractor shall maintain records of all scrap and salvage generated. The records shall be in accordance with the subcontractor's established system of scrap and salvage control and shall take into consideration the need for protecting RENK America interest in proration, disposition, and allocation of proceeds that result.

Records of Scrap/Salvage in the subcontractor's property control system shall be such as to provide the following minimum information:

• Purchase Order/Subcontract number, if practicable, or equivalent code designation
• Nomenclature or description of item
• Scrap classification (material content)
• Quantity on hand
• Unit of measure (scrap)
• Posting reference and date of transaction
• Disposition

51.3.7. INVENTORIES

51.3.8. An annual inventory of all RENK America owned property shall be performed by the supplier/subcontractor, part number, count, condition, active or inactive status, surplus or excess: location of property, etc., and submitted on supplier/subcontractor letterhead to RENK America Material Acquisition.

51.3.9. A Termination Notice will have an immediate inventory of all RENK America property applicable to the purchase orders/subcontracts in accordance with RENK America Terms and Conditions. Review will be made by RENK America Material Acquisition personnel of records and property located at subcontractor's facilities along with disposition.

51.3.10. Written confirmation that all accountable RENK America property under the
51.3.8. UTILIZATION AND MAINTENANCE

51.3.8.1. Suppliers/subcontractors having RENK America property in their possession or control shall care for and maintain that property in accordance with sound industrial practice and the terms of the contract and assure that it is utilized only as authorized by the purchase order.

51.3.8.2. RENK America property shall be used only to fulfill RENK America requirements and for which it was acquired, unless prior written approval authorized by RENK America.

51.3.8.3. Property is to remain at location specified in III.A above unless prior written approval authorized by RENK America Material Acquisition.

51.3.8.4. Adequate records of utilization and maintenance shall be maintained.

51.3.9. LOSS AND DAMAGE

Suppliers/subcontractors shall report to RENK America, all cases of loss, damage, or destruction of RENK America property in their possession or control which is accountable under their purchase order/subcontract as soon as such facts become known.

The following information shall be furnished in the event RENK America Property is lost or damaged.

1. Identification number, quantity, description, and acquisition of property.
2. The date of last physical inventory.
3. Circumstances and details regarding the loss or damage, witness to damage.
4. Corrective action to be initiated.
51.3.10. PROPERTY DISPOSITION

Interim

All equipment, tools, components, materials, scrap and salvage, etc. which become obsolete or excess for any reason shall be reported to RENK America.

Subcontract Termination/Completion

The supplier/subcontractor shall retain inventory intact at his facility pending receipt of disposition instructions.

RENK America shall, upon completion of the purchase order/subcontract on which the property was used, be entitled to storage by the supplier/subcontractor, in accordance with the terms and conditions of the purchase order/subcontract.

The supplier/subcontractor shall be accountable and responsible for the inventory until final disposition is concluded.
52.0  SECTION H – FMF – FOREIGN MILITARY FINANCING REQUIREMENTS

The below Foreign Military Financing (FMF) Requirements “ARE APPLICABLE” to this RFQ and any subsequent PURCHASE ORDER, unless exempt*. It shall be noted that any award is funded by the U.S. Government.

*The following subcontracts with suppliers are exempt from this provision [these items may be procured from both U.S. and foreign sources, and are subject to the non-U.S. origin disclosure requirement in paragraph 11]:

a. Those orders equal to or less than $100,000 in value.
b. Those orders in implementation of a Purchase Agreement awarded to the contractor on a competitive lowest responsive bid or best bid/best value basis.
c. Those orders for common hardware1 and/or raw materials2.
e. Those orders issued and effective prior to date of the Purchase Agreement identified above.

NOTE: Above excerpt from DSCA Contractors Cert (TEMPLATE – March 2017), Item 6

An authorized representative of the U.S. Government shall have access to and the right to examine, for a period of three (3) years following final payment to the Buyer, any of Seller's directly pertinent books, documents, papers, or other records involving transactions relating to the order.


By responding to this RFQ Offeror certifies that at the time of response, the Offeror, or its principals, are not debarred, suspended, or proposed for debarment by the Federal Government.

By accepting this order, Seller certifies that at the time of award of this Purchase Order/ Subcontract, the Seller, or its principals, are not debarred, suspended, or proposed for debarment by the Federal Government.

Supplier must become familiar with the GOVERNMENT GUIDELINES and the associated completion and return/submission of the CERTIFICATION FORM. A copy of these Guidelines and/or the Contractor’s Certification Agreement with DSCA, dated March 2017 may be downloaded from the following internet address: http://www.dsca.mil
NOTE: The GOVERNMENT CERTIFICATION FORM must be completed and submitted with any/all PURCHASE ORDER's with a value or anticipated value of $100,000 or higher (unless exempt). To include supplements/modifications.

NOTE: NOT APPLICABLE TO FOREIGN SUPPLIERS

53.0 SECTION I – FOD - FOREIGN OBJECT DEBRIS AND DAMAGE PREVENTION

a. Seller shall maintain FOD Prevention Program in accordance with National Aerospace Standard NAS-412, Foreign Object Damage /Foreign Object Debris (FOD) Prevention.

b. Whenever and/or wherever FOD entrapment or foreign objects can migrate, Seller shall ensure that applicable FOD requirements are flowed down to Seller's sub-contractors at every tier.

c. Prior to closing inaccessible or obscured areas and compartments during assembly, seller shall inspect for foreign objects/materials and ensure no FOD barriers remain embedded in the part being supplied. Seller shall ensure tooling, jigs, fixtures, and test or handling equipment's are maintained in a state of cleanliness and repair --- sufficient to prevent FOD.

d. By delivering items to Buyer, Seller shall be deemed to have certified to Buyer that such items are free from any foreign materials that could result in FOD.
54.0 SECTION J – MSP MILITARY STANDARD HARDWARE

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. (MSP)
55.0 SECTION K – NEW SUPPLIERS REQUESTING TO DO BUSINESS WITH RENK AMERICA

55.1. POTENTIAL SUPPLIER PROFILE

For those suppliers wishing to do business with RENK America, please complete the above Potential Supplier Profile and submit electronically to the Small Business Liaison Officer, Andrea.Pesch@RENK-America.com.

**Detailed Text Information:** Ensure to provide as much text detail on the type of products, specs, other customer satisfaction, types of equipment, etc., into the free form area of the form. The text area is without limitation and will wrap into the next page. Use key words like casting, forgings, computers, wire, screw machine, titanium, rubber, janitorial, specific MRO-gloves, filters, services, etc., which Buyers, Engineers, and Manufacturing Engineers would look for.

**Pictures:** Ensure all relevant data is within the Profile. Text boxes are created to facilitate incorporation of pictures (add additional text boxes as required). Any attachments sent in with the Profile are sent to the buyers only; but, are not maintained and managed separately.

Once your data is received, our internal buyers are advised and can solicit a quote from you, as needed. If your quote meets the requirements of RENK America, the buyer may pursue the supplier-required approval processes for nonproduction and/or production-type procurements before a Purchase Order can be issued. This includes entering into a **PDA:** Proprietary Data Agreement and compliance to **EXPORT CONTROL/ITAR RQMTS:** Technical data obtained from RENK America through any electronic solicitation are subject to U.S. Export Control Laws, including the International Traffic in Arms Regulations. Such technical data may not be disclosed to foreign persons or otherwise exported without first obtaining required U.S. Government export authorization and a Proprietary Data Agreement.

It is the policy of RENK America to actively pursue and use small disadvantaged, women-owned, HUB Zone and Veteran-owned businesses to the fullest extent possible.
56.0 CONTRACTOR EHS HANDBOOK
RENK America is committed to conducting operations and activities in a manner that provides and maintains safe working conditions, prevent ill health, protects the environment, conserves natural resources and complies with all legal and other requirements. In meeting this commitment, it is RENK America’ policy that no employee shall engage in any conduct that violates any environmental, health and safety law or is otherwise inconsistent with the highest levels of our Division's responsibility to the health and safety needs of our employees and the environmental needs of our communities. RENK America is also committed to the continual improvement of its environmental and health and safety management systems, and to the prevention of pollution and ill health.

EHS-01 MANAGEMENT SYSTEM AND COMMITMENT – available upon request by EHS

Table of Contents

INTRODUCTION ....................................................................................................... 1
PURPOSE.................................................................................................................... 1
REGULATORY COMPLIANCE ................................................................................. 1
1. GENERAL REQUIREMENTS .................................................................................. 2
2. EMERGENCY SERVICES/COMMUNICATIONS ............................................. 2
3. CONTRACTOR PARKING/VEHICLE OPERATION ............................................ 3
4. PERSONAL PROTECTIVE EQUIPMENT/APPAREL ....................................... 3
5. FIRE PREVENTION AND PROTECTION ............................................................... 4
6. PERMITS (Welding/Burning/Confined Space Entry/High Work) .................... 4
7. HANDLING/DISPOSAL OF NON-HAZARDOUS WASTE .............................. 5
8. HANDLING/DISPOSAL OF LIQUID AND HAZARDOUS WASTE .......... 5
9. UTILITIES/OVERHEAD POWER LINES ......................................................... 5
10. COMPRESSED GASSES/AIR .............................................................................. 6
11. HIGH WORK AREAS/LADDERS/SCAFFOLDING ......................................... 6
12. TOOLS, MACHINERY AND EQUIPMENT ............................................. 6
13. HOISTING OF MATERIAL/PERSONNEL ........................................... 6
14. TRENCHING/EVACUATING WORK ...................................................... 7
15. TOILET FACILITIES ................................................................................. 7
16. HAZARD COMMUNICATION PROGRAM ........................................... 7
17. SECURITY REQUIREMENTS PRIOR TO ARRIVAL ......................... 7
INTRODUCTION

PURPOSE

The purpose of this booklet is to highlight some of the significant accident prevention measures which can make a construction job a safe one. The contents must be reviewed and understood by all contractors, subcontractors, and their respective employees prior to performing work at any RENK America facility. It is the responsibility of the General or Primary Contractor to ensure that the contents of this booklet are made known to and understood by all Subcontractor personnel. Any questions by the contractor relating to the contents or intent of this booklet should be directed to the Environmental, Health and Safety Department through your RENK America Point of Contact.

This booklet is not intended to address every possible work situation or hazard. Each construction job must be initiated and maintained in a safe manner. The guidelines contained in this booklet will assist each contractor in accomplishing this goal.

REGULATORY COMPLIANCE

It is recommended that all contractors obtain copies of the latest Michigan Occupational Safety and Health Administration (OSHA) General Industry and Construction Safety Standards prior to starting any construction work. Standards are available at www.michigan.gov/lara. Contractors employed in connection with the construction, repairing, painting, maintenance, renovation, removal, or wrecking of any fixed structure or its parts at any RENK America location shall comply with applicable OSHA requirements. Both the primary contractor and any subcontractors are subject to the enforcement provisions of OSHA. Any major violations of OSHA safety standards, briefing items discussed herein, or continued violation of RENK America safety requirements or procedures could result in the restriction of contractor's activities within RENK America facilities and possible termination of contract.

Contractors are expected to be cognizant of and comply with all applicable environmental regulations including those found in 40 CFR and as in effect by state and local agencies. Michigan Environmental Laws are consolidated into the Natural Resources and Environmental Protection Act, 1994, PA 451, as amended (Act 451) and available at www.michigan.gov/deq. When an environmental permit or agency approval is required, the RENK America EHS staff person shall be involved.

Contractors are expected to be cognizant of, and comply with all other applicable federal, state, local, and site regulations, laws, requirements, and permits including Energy (10 CFR) and Transportation (49 CFR).
Prior to the start of any contractor activity, the supervising RENK America engineer will coordinate your activities with RENK America EHS, Security, Maintenance and all other RENK America departments your work could affect, to ensure that all necessary fire, safety and environmental precautions and necessary safeguards have been established and followed. RENK America EHS will conduct a contractor briefing to review contracted work.

1.0 GENERAL REQUIREMENTS

The following items must be addressed and reviewed with all contractor personnel prior to startup of activities.

1.1 All contractors and their employees will be expected to follow and observe all RENK America Environmental, Health and Safety requirements when working on its premises. VIOLATIONS MAY RESULT IN CONTRACT TERMINATION BY RENK America.

1.2 Contractors must verify with site Point of Contact as to current site COVID-19 requirements and comply.

1.3 All contractor employees shall conduct themselves in a professional manner: No acts of violence, horseplay, or practical jokes will be permitted on our property at any time.

1.4 The use of tobacco products, including but not limited to cigarettes, cigars, pipes and electronic cigarettes is PROHIBITED at RENK America except in designated areas.

1.5 Contractors are responsible to provide all tools and equipment necessary to perform their work. RENK America WILL NOT PROVIDE ANY TOOLS OR EQUIPMENT TO CONTRACTOR PERSONNEL UNDER ANY CIRCUMSTANCES.

1.6 Contractor lead personnel are required to control their employees. They are not to leave designated contractor work areas nor wander freely about the premises at any time. In addition, contractor employees must not interfere with production activities or RENK America employees.

1.7 All contractor employees must comply with and heed all posted signs, markings, sirens, signals, and any other warnings while on RENK America property.

1.8 At the beginning of every work shift, contractor personnel shall inspect their work area, equipment, machinery, vehicles, and tools to ensure proper safeguards and personnel safety have been established, and any noted hazards corrected.
1.9 At the end of every work shift, all contractors shall inspect their work areas to ensure that all litter and debris have been cleaned up and that all required barricades, guardrails, or roped off areas are properly secured.

1.10 Alcoholic beverages and illegal drugs are not allowed on RENK America property at any time. Reporting to work under the influence of either is strictly forbidden. Any contractor personnel suspected of being under the influence of alcohol or drugs will be escorted off the site immediately.

1.11 Safety Data Sheets (SDS’s/MSDS’s) shall be kept AT THE WORK LOCATION for all chemicals utilized by contractor personnel in the performance of their work. Copies shall always be immediately accessible at the work location and shall be provided to RENK America personnel upon request.

1.12 No firearms or other weapons shall be allowed on RENK America property at any time.

1.13 The use of cameras or recording devices is strictly forbidden on RENK America property, unless approved in advance by Security.

1.14 Defacing, removal, or willful damage of RENK America property is strictly forbidden.

2.0 EMERGENCY SERVICES / COMMUNICATIONS

2.1 All on-site RENK America emergencies and injuries shall be reported by calling 2900 from any internal plant phone or (231) 724-2900 from any outside phone line. These numbers should be called if fire, ambulance, Security, Environmental, or Health and Safety emergency services are required. Phone numbers can also be found on the back cover of the Contractor’s Handbook.

Note: If emergency is life threatening, call 911 and then call 2900 and RENK America Point of Contact, if possible.

2.2 During RENK America Security incoming briefing, RENK America Security will apprise the contractors of the emergency evacuation plan for the facility and the actions to be taken for various situations. Contractors working on the roof shall be required to leave a cell phone number with Security to enable Security to contact them in case of an emergency evacuation.
2.3 All personal injury or property damage incidents shall be reported immediately to RENK America Security. Serious incidents shall be called into the emergency number, (231) 724-2900.

2.4 Arrangements shall be made by each contractor to make first aid available for their employees prior to the start of any work activity. If necessary, RENK America Security will request an outside ambulance in emergencies upon notification.

2.5 Report any fire emergency to RENK America Security at once by calling the emergency number, (231) 724-2900. Be sure to give the exact location of the fire when you report it. At RENK America, Post Numbers are the best location references.

2.6 EMERGENCY RESPONSE EVACUATION: Contractors will exit through the closest exit should the evacuation alarm activate. Proceed to the closest assembly area:
Contractor to proceed to the closest assembly area. Provide your name at the assembly area (employee with orange vest). Remain at the assembly area until instructed to re-enter the facility. Do not leave the property during an evacuation unless instructed to do so, by the emergency personnel. Contractor will follow any instructions issued by Security and/or the emergency response team.

3.0 CONTRACTOR PARKING / VEHICLE OPERATION

3.1 Contractors and their employees shall operate their equipment and vehicles in a safe manner and only in designated traffic lanes and parking areas. Always be alert for pedestrians and other industrial vehicle traffic. Exercise caution when going in and out of buildings or around building corners. If Powered Industrial Vehicles (PIVs) are used in the facility by contractor personnel, the driver shall be able to produce a PIV operator permit. All PIVs shall be maintained per MIOSHA regulations and manufacturer’s recommendations.

3.2 Aerial work platforms (scissor lifts and boom lifts) shall be maintained and inspected per MIOSHA regulation and manufacturer’s recommendations. Each piece of equipment shall
have a readily visible sticker indicating the date of the last inspection. All operators shall be able to produce a proper operating permit.

3.3 All posted traffic control and speed limit signs are to be obeyed. The maximum speed is 5 mph for mobile equipment and vehicles when inside buildings, 10 mph outside at building corners; and 15 mph on facility roads and in parking lots. All original safety equipment including flashers, lights and back-up alarms must be operational.

3.4 Headphone radios, I-Pods and/or other musical devices interfere with ability to hear instructions or warnings and are prohibited from use on PIV’s.

3.5 When using cell phones, all employees operating vehicles (to include Golf Carts) at RENK America, shall pull the vehicle out of the traffic aisle and stop until the cell phone conversation is completed. Cell phones are not to be used while operating any PIV at RENK America.

3.6 All mobile construction equipment is to be provided with rollover protection structures and seat belts as required by Federal OSHA standards and operational back-up warning devices, either visual or audible types.

3.7 Contractor equipment left unattended at night, next to a roadway or active construction area, must have lights or reflectors to identify their location.

3.8 Signalmen, flagmen, and vehicle spotters shall be used by the contractor when the conditions warrant, and such personnel shall wear reflective vests when required.

3.9 No personnel shall ride on vehicles unless seating is provided, and the number of riders shall not exceed the number of seats.

3.10 Contractors shall obtain express permission prior to using any gasoline powered equipment or vehicles inside RENK America buildings.

4.0 PERSONAL PROTECTIVE EQUIPMENT / APPAREL

4.1 Contractor personnel shall wear appropriate safety apparel as dictated by the hazards involved. RENK America WILL NOT provide contractor personnel with any protective or other health and safety equipment.
4.2. Proper work clothing and attire are required. Wearing shorts and/or sleeveless shirts (Tank Tops) is prohibited at RENK America.

4.3. Approved eye protection shall always be worn in the manufacturing area. Safety glasses shall be equipped with side shields and shall not be tinted. Safety glasses and side shields shall meet the ANSI Z87.1 standard.

4.4. Steel-toed shoes/boots are required footwear. Open-toed or open-heeled shoes, sandals, slippers, any high heeled or spiked footwear, and ALL non-steel toe types of athletic shoes are prohibited in manufacturing and construction areas.

4.5. All construction areas requiring the wearing of hard hats shall be posted as such by the contractor. In addition, approved hard hats shall be worn by all personnel in these areas.

4.6. Approved hearing protection shall be worn by contractors while on-site at RENK America (unless in a posted office/area where hearing protection is not required).

4.7. Approved respiratory protection devices shall be worn by contractors when required by exposures or if posted by RENK America Health and Safety

5.0 FIRE PREVENTION AND PROTECTION

5.1 No fire protection devices, sprinklers, or fixed extinguishing systems, hydrants, riser valves, or other systems will be activated, shutdown, or worked on until notification and permission granted by the Security/ Fire Marshal.

5.2 Aisles, roads, and exits shall not be blocked or closed (even temporarily) without prior contact with the RENK America engineer and approval from Security / Fire Department.

5.3 Good housekeeping at work sites shall always be maintained.

5.4 Flammable, combustible, and other hazardous materials, liquids and wastes shall be labeled, kept in approved containers (Underwriter's Laboratory – UL, Factory Mutual FM, or Department of Transportation – DOT) and stored and transported in accordance with Michigan OSHA safety standards, Federal Environmental, Michigan DNRE and applicable safety / fire procedures.
5.5 Contractors are responsible for removing from the RENK America facility all their unused and unopened chemicals including paint, coatings, empty containers and other construction materials.

5.6 Contractors shall provide appropriate types and adequate numbers of fire extinguishers at the work site for the hazards involved and as required by Security / Fire Marshal. The equipment must be inspected, maintained, and readily available by the contractor.

5.7 Contractor employees shall be instructed by their employer on the location and use of the fire extinguisher made available to them.

5.8 Dispensing of flammable and combustible liquids must be approved by RENK America Security / Fire Protection personnel. The contractor must provide proper grounding and bonding for their operations.

5.9 If contractors have been given special permission to temporarily store or dispense flammable and combustible liquids and materials, these areas must post and provided with approved storage cabinets and/or containment.

5.10 Contractor storage tanks will only be allowed on the site with approval of the Fire Marshal and EHS staff. If tanks are allowed, the contractor shall place a plastic liner beneath the storage tank and up the sides of either an earthen dike or sandbag dike, large enough to contain 150% of the tank’s capacity.

5.11 Open or solid fuel heating units are prohibited at RENK America. Open burning of any type is not permitted.

6.0 PERMITS (Welding and Burning / Confined Space Entry / High Work)

6.1 Contractors shall obtain permits before beginning any hot work, entering any confined space or performing elevated work. New permits shall be obtained for each shift worked.

6.2 Contractors must obtain, through either Security or the Fire Marshal, a Hot Work Permit prior to any welding or hot work operations being started.
6.3 Proper precautions and safeguards must be taken to prevent fire or explosion hazards prior to any welding or other hot work being performed by the contractor.

6.4 Contractors must complete a Confined Space Entry Permit prior to entering or performing work in a confined space. RENK America has attempted to physically identify all spaces believed to meet the criteria for confined spaces. The contractor must bring to the attention of RENK America personnel any other space in which work is to be performed that could be considered a confined space for evaluation by RENK America Health and Safety personnel.

6.5 It is required that all work on unprotected surfaces more than four feet high (including work while on the roof) must be done using compliant fall protection measures that are to be reviewed beforehand with EHS. Elevated work permits shall be obtained from Security or the Health and Safety Department.

6.6 All permits shall be turned in to Security at the end of each shift.

7.0 HANDLING / DISPOSAL OF NON-HAZARDOUS WASTES

7.1 Contractors shall provide proper containers and receptacles to handle and dispose off-site all non-hazardous scrap, trash, and non-hazardous waste materials in a safe manner. Scrap and other non-hazardous waste materials shall be removed by the contractor daily.

8.0 HANDLING / DISPOSAL OF LIQUID AND HAZARDOUS WASTES

8.1 RENK America complies with all applicable local, state, and Federal requirements concerning air, land, and water pollution. During the EHS Contractor Briefing (prior to starting job), the contractor shall, provide Safety Data Sheets (SDS/MSDS’s) to RENK America EHS staff for all chemicals brought onto the facility. All containers utilized for the storage of waste must be DOT approved, in good condition, covered, and properly labeled. Location for temporary storage of waste containers is to be approved by the EHS staff. Only limited quantities of hazardous materials are to be stored on site.

8.2 Any material (liquid or solid) which becomes a hazardous waste shall be collected and packaged by the contractor in approved containers (provided by RENK America) and shall
notify the RENK America EHS Staff prior to generating the waste to arrange for disposal by RENK America.

8.3 Accidental releases into the environment are to be reported immediately by calling the emergency number at (231) 724-2900.

8.4 We require that all contractors / subcontractors:

8.4.1 Be responsible for the proper accumulation and management of all waste materials created as a result of construction work.

8.4.2 Notify RENK America Environmental Staff prior to the initiation of work, of activities that will require hazardous waste disposal, will generate solvent emissions, will involve sub-surface work or will generally affect the environment at RENK America facility.

8.4.3 Notify RENK America Security (Phone # (231) 724-2900) immediately of any spills or leaks of any flammable, hazardous, or toxic substances or liquids.

8.5 Contractor shall contact the EHS staff as to the proper disposal of any wastewater or liquid wastes. Absolutely NO DUMPING of waste waters or liquids shall be permitted anywhere on the grounds of the RENK America site.

9.0 UTILITIES / OVERHEAD POWER LINES

9.1 Any work requiring the interruption or shut down of utilities shall be coordinated with the RENK America engineer so as not to interfere with RENK America operations.

9.2 All power lines shall be considered energized unless positively known to be dead or locked out and identified.

9.3 All equipment and circuits’ shutdown by contractor personnel shall be properly locked and tagged out of service until ready to be restored to service. Contractors shall provide their own lockout locks and devices. Contractors shall follow approved equipment lockout procedures and contact RENK America maintenance personnel to provide LO/TO oversight.
9.4 Contractor equipment, such as booms on cranes, dump trucks, mobile and crawler equipment, backhoes, etc., shall stay clear of all energized overhead power lines by a minimum safe distance of ten (10) feet. Greater distances may be required depending upon conditions and voltages present.

10.0 COMPRESSED GASSES / AIR

10.1 All compressed gas cylinders used by contractors shall be properly used, stored, secured, labeled and handled, always.

10.2 All compressed gas / air equipment, hoses, tools, etc., shall be properly maintained, inspected regularly by the contractor.

10.3 All electrical cables, air / gas lines or hoses, etc., shall be protected from damage by vehicles and other mobile equipment. Tripping hazards created from running hoses, cables, etc., shall be avoided.

11.0 HIGH WORK AREAS / LADDERS / SCAFFOLDING

11.1 When working in high places, contractor personnel shall take care in handling materials and tools. When working in areas that present a hazard to personnel or vehicles below, contractor personnel shall place warning signs and barricades in effective locations to exclude individuals from areas where falling objects and/or other dangers exist.

11.2 Scaffolding shall be in good condition, of required strength and stability, and properly secured and provided with appropriate guardrails, toe boards, outriggers, etc.

11.3 Ladders with non-skid feet, ramps, and other temporary work platforms or walkways used by personnel shall be rigidly constructed and properly secured and maintained for the duration of the construction project.

11.4 All floor and roof openings shall be guarded by railings or secured coverings or planking of the required strength.

11.5 Disposal chutes to handle waste and scrap material shall be properly constructed and maintained. Regularly used travel ways shall be properly maintained and kept clear of
obstructions. During winter months, they shall be kept cleared of snow and ice as soon as practical.

11.6 Adequate illumination shall be provided and maintained during nighttime hours and when natural light is inadequate at a construction site.

12.0 TOOLS, MACHINERY, AND EQUIPMENT

12.1 All electrically operated power tools and equipment shall be properly grounded, insulated, and in good repair. They shall be inspected for defects prior to each use by contractor personnel.

12.2 All equipment, tools, and machinery shall be properly guarded. Equipment controls shall also be effectively guarded or protected from unintentional startup or activation.

12.3 Powder actuated tools shall be operated according to manufacturer instructions and applicable safety procedures.

13.0 HOISTING OF MATERIAL / PERSONNEL

13.1 Suspended loads must never be placed over anyone nor shall anyone walk or work under a suspended load at any time.

13.2 All rigging equipment, cranes, and lifting devices must be weight stamped, regularly inspected (documented), properly maintained, and designed and operated to safely handle the loads to be lifted.

13.3 Construction personnel shall be hoisted or lifted only by approved equipment designed for such application.

14.0 TRENCHING / EXCAVATING WORK

14.1 Prior to the initiation of trenching, subsurface or excavation work, the EHS staff shall be contacted. Environmental will communicate with Teledyne’s site remediation contractors to determine what precautions, if any, are necessary to avoid adversely impacting Teledyne’s remediation efforts. Safety will determine if there are special PPE or other protective measures for the area or work.
14.2 Contractors shall ensure that all trenching and excavating work is inspected, sloped, shored, guarded, and barricaded, with excavated material retained a safe distance away from the edge. Proper egress in and out of trenches shall also be established. Compliance with OSHA Subpart P of 29 CFR 1926 and Michigan OSHA Construction Part 9 is required. Contractors shall always consult with facility engineering and local utility companies prior to any excavation work.

15.0 TOILET FACILITIES

15.1 Where normal facilities and washrooms are not provided, sanitary portable toilets shall be provided by the contractor for its workforce. Such toilet and wash facilities shall be serviced and maintained by the contractor during the period of work.

16.0 HAZARD COMMUNICATION PROGRAM

16.1 RENK America has a Hazard Communication Program. Safety Data Sheets (SDS/MSDS's) are available to the contractor through the RENK America engineer.

16.2 The contractor shall avoid or minimize the use of hazardous or environmentally unacceptable materials to the extent practical. When a choice exists between a hazardous and a non-hazardous material, the use of the non-hazardous material is preferred.

16.3 Contractors may also have the need to bring chemicals on site to complete their work. During the RENK America EHS Contractor Briefing, EHS will review with the contractor the chemicals that they may be exposed to while on-site, any chemicals the contractors will be bringing with them on-site (SDS's are required), the specifics of their tasks, and any other hazards. If there are any special precautions needed to protect the contractors from these hazards, this information will be discussed during the contractor briefing.

16.4 RENK America EHS may request the contractor to complete RENK America Contractor EHS Checklist prior to arriving on-site which is maintained electronically by EHS in the RENK America EHS Facilities folder.

17.0 SECURITY REQUIREMENTS PRIOR TO ARRIVAL

17.1 Any contractor wishing to perform work on RENK America property must submit a certificate of liability insurance. This certificate must be current and a new one submitted when the one on
file expires. RENK America Security will give one reminder as the expiration date nears. Once it expires, the entire process of certification and training must be repeated.

17.2 Prior to any contractor being issued a Special Workman (No Escort Required) Badge, an Environmental, Health and Safety briefing must be administered which covers RENK America requirements.

17.3 The contractor must submit, on company letterhead, a list of all employees who will be working on RENK America property. The list must include the employees’ full name and verification of the employee’s US citizenship. If the company was given a training CD by RENK America, the letter must also certify that the employee viewed the mandatory briefing. If PIV(s) will be used at RENK America, the licensed operator(s) and authorized vehicles must be listed.
Emergency Telephone Number

Internal phones: 2900    External phones: (231) 724-2900
For all Non-Emergencies and Permits

Internal phones: 2033
External phones: (231) 724-2033
57.0 SECTION L – REQUEST FOR QUOTE/BIDDER’S REQUIREMENTS

57.1. INTRODUCTION

Your proposal/quote in response to this solicitation must comply with these instructions and any additional requirements that may appear on the face of the solicitation. Please review them carefully. Failure to comply may result in rejection of your proposal/quote. Any questions regarding these requirements should be brought to the Buyer’s attention immediately.

57.2. NO BIDS

In the event you choose not to submit a quotation, please indicate reasons in writing and return the technical data package.

57.3. WRITTEN AND VERBAL QUOTATIONS

All quotations and modifications thereof must be in writing. Verbal quotations will be accepted only if permission to do so is indicated on the face of the solicitation and must be confirmed in writing.

57.4. CERTIFICATIONS

RENK America’s RFQ/PO’s for both Nongovernment and Government goods/services requires all suppliers to provide their Certification of Business Classification, Commercial Item, Debarment, and Influencing Government on all responses. Compliance is determined from RFQ response (last 2 pages) and/or PO acknowledgement.

57.5. GENERIC PROPRIETARY DATA AGREEMENTS

Generic Proprietary Data Agreements are established where required which ensures data that is exchanged between both RENK America and the Supplier are handled per requirements. RENK America will send requests to establish and/or when expired. These agreements are valid for two (2) years from signature date.

57.6. LOCATION OF DATA – CLAUSES – TERMS - OTHER

FAR https://www.acquisition.gov/far/
DFAR: http://farsite.hill.sfmil/VFDFARA.HTM
57.7. TERMS & CONDITIONS AND SPECIAL PROVISIONS

Any/All Request for Quotes and/or Purchase Order/Subcontract resulting from this solicitation will be subject to the RENK America CC008 Supply Services Subcontract Terms and Conditions, Request for Quote/Bidders Requirements 26-002-0027, Packaging Instructions 26-002-0032, RTE Transportation Routing Instructions.

AND if order relates to a US Government Department of Defense Prime or subcontract additional requirements of CC009 Subcontract Supplement 1 (FAR), CC010 Subcontract Supplement 2 (DFARS), Control of Gov-Owned Property 26-002-0035.

Additional requirements as specified within RFQ and/or PO/Subcontract, Time and Material 26-002-0031, Control of RENK America-Owned Property 26-002-0036, Contract Labor Terms and Conditions 26-002-0037, Contractor's Handbook for Environmental Health & Safety, Procurement Clauses, and Quality Clauses. FMF Foreign Military Financing - Supplier must become familiar with the GOVERNMENT GUIDELINES and the associated completion and return/submission of the CERTIFICATION FORM. A copy of these Guidelines and/or the Contractor’s Certification Agreement with DSCA, dated March 2017 may be downloaded from the following internet address:

http://www.dsca.mil

Said terms will prevail over and be in lieu of any supplier terms and conditions submitted with quotations or confirmation of orders that are not negotiated prior to acceptance of award. You
are expected to flow down these terms and conditions, as well as all other contractual provisions, to your sub-tier suppliers.

57.7.1. COMPLIANCE WITH RFQ PROVISIONS

Unless specific exception is taken in your proposal/quote to any requirement of this RFQ, it will be understood that the act of submitting the proposal/quote constitutes agreement. To be a responsive bid, the last two pages of the RFQ must be signed and returned.

57.7.2. EXCEPTIONS

Should you not be able to bid to the RFQ requirements, alternative proposal/quotes may be submitted. Alternatives must be clearly identified and described, including reasons for the offer and any savings or other advantages to be achieved. Consideration must also be given to costs likely to be incurred because of qualification and/or revision.

Exceptions taken to any RFQ requirement solely for convenience may cause the bid to be "non-responsive" and may be considered grounds for proposal/quote rejection.

If any exceptions from technical data package are taken, they must be noted in exacting detail and highlighted.

Any exceptions taken to Terms and Conditions, RFQ, PO, QA Clauses, Instructions, requirements or other related data, documents, etc, must be resolved/negotiated prior to any award.

57.8. PROPOSAL/QUOTE DATE/VALIDITY PERIOD

Your proposal/quote must be submitted and delivered to arrive on or before the date specified on the RFQ. The proposal/quote must be addressed as specified in the RFQ.

Late receipt of your proposal/quote to include any modification/supplements may be cause for rejection of your bid at the discretion of RENK America.

Proposal/quotes are to be firm for 180 days unless otherwise stated within RFQ and/or indicated in response by the supplier.
<table>
<thead>
<tr>
<th>Document #:</th>
<th>ML 595</th>
<th>Responsible Organization:</th>
<th>500 - Procurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revision:</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Effective Date:</td>
<td>24 Sep, 2021</td>
<td>Approved By:</td>
<td>Rick Douglas</td>
</tr>
<tr>
<td>Document Name:</td>
<td>Procurement Manual</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Proposal/quote responses are preferred to be on RENK America format. Supplier can use their format on response but must reference the RENK America RFQ No. and return the completed/executed last 2 pages of the RENK America RFQ. Supplier must also ensure answers to questions on the RENK America RFQ regarding lead-time, delivery, foreign content, etc., are provided.

57.9. TAXES

RENK America is authorized to pay sales or use taxes on tangible personal property to the state of Michigan, and no such taxes shall be included in your quotation. (Reference TAX located at https://www.renk-group.com/en/company/quality-management/ for specifics/exceptions)

Michigan Direct Payment Permit Number will be specified on any Purchase Order/Subcontract awarded. Copy can be obtained upon request.

57.10. FINANCIAL DATA REQUIREMENT

RENK America completes a Dun and Bradstreet at the buyer’s discretion.

57.11. COMPETITION REPORTING

You are expected to compete all purchased material to the maximum extent possible

57.12. NOTICE TO BUYER OF SELLER’S LABOR DISPUTES

Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this proposal/quote, Offeror shall immediately give notice thereof, including all relevant information, to Buyer.

57.13. MANUFACTURING LOCATIONS

Potential suppliers who intend to manufacture all or a part of the supplies at a location other than that shown on the face of this solicitation shall indicate all such locations and the percentage of the order being manufactured at each location in the proposal/quote response.

RENK America suppliers are setup, managed by Manufacturing Location, and correspond to where inspections, certifications, agreements, etc., are made.
57.14. DESCRIPTION OF SUPPLIES/SERVICES

The supplies/services shall be manufactured in strict compliance with the Technical Data Package (TDP) requirements, scope of work, or other purchase description(s) defined to include any applicable Clauses.

Care must also be exercised to ensure your proposal/quote is fully compliant with all other related or referenced data.

57.14.1. AVAILABILITY OF SPECIFICATIONS

Military Specifications, MIL-Standards, etc., although referenced and applicable, may not be provided with the RFQ/PO but are obtainable directly from appropriate Government agencies. The supplier shall prepare to the latest revision level established by the Government Agencies as of the date of the RFQ and/or Purchase Order. Current Location but not guaranteed due to changes is http://www.dsp.dla.mil.

57.14.2. TECHNICAL REQUIREMENTS:

Configuration, type and frequency of required testing and inspections, submission of samples, specimens and procedures and other technical requirements are specified in the technical data package and must be fully complied with by the Seller irrespective of prior years' custom or waivers.

57.14.3. NO CHANGE/CONFIGURATION CONTROL

Seller shall make no changes on awarded order without the written approval of the Buyer. Changes include but not limited to the following: Change in Ownership of Supplier, Location of where services/product being produced, Configuration/Design, etc. (Reference NCG located at https://www.renk-group.com/en/company/quality-management/ for specifics).

57.14.4. PRICING

Proposal/quote pricing will be based on the quantities referenced in the RFQ. Any minimum buy quantity requirements should be clearly stated. All
The holder of this printed document is responsible for verifying that it is the current version.

proposal/quotes are to be proposed firm fixed price unless otherwise stipulated.

57.14.5. VARIANCES
Variance is plus, minus zero. Any MinBuy requirements should be clearly shown on the supplier’s formal response.

57.14.6. NON-RECURRING COSTS
The proposal/quote must identify all costs of a non-recurring nature. All special tools, fixtures, gauges, special tests, equipment, control tests, first article inspection, first article testing, royalty expense and any other charges, must be clearly identified with detailed description and priced separately from the unit price. No charge will be allowed for packing, crating, drayage, or storage, unless specifically requested in the proposal/quote.

57.14.7. CONTROL OF RENK America-OWNED PROPERTY IN POSSESSION OF SUPPLIERS
Applicable for any tooling, fixtures, gauges, outside service processes, customer furnished material, etc., owned or paid for by RENK America. (See Control of RENK America-Owned Property 26-002-0036)

57.14.8. INDUSTRIAL IMPROVEMENT MONEY
As an option, you are requested to examine cost savings, which, could be realized if your firm made capital improvement investments. You are encouraged to propose investments and the potential savings associated with the investments. RENK America will review all proposal/quotes. Unlike government tooling, which the Government funds and owns, industrial improvement investments remain the property of the supplier.

57.15. DELIVERY SCHEDULE AND RATES
The required delivery schedule for the scope of work and/or item(s) will be identified in the RFQ/PO. Deliveries depending on quantity can be from 1-6 lots beginning lead-time away of
anticipated award. However, RENK America may vary the delivery rate as required and reserves the right to reschedule based on economic scheduling analysis (ESA); suitable notice will be provided. Rescheduling may also occur because of various ERP adjustments. Supplier must make every effort to comply with any such adjustment.

57.15.1. RENK America suppliers are expected to adhere to purchase order due dates. In the event the supplier continues to be delinquent to purchase order due dates, RENK America may place supplier on Supplier Performance Management and/or elect to begin Termination for Default proceedings.

Early Shipments

Shipments may be received up to ten (10) working days in advance of the Purchase Order scheduled date without penalty. Shipments received earlier than 10 days in advance may be returned at your expense.

Late Shipments

There is zero tolerance for late shipments. A shipment is considered late if it exceeds the delivery/dock date (PO Promised Date) indicated on the Purchase Order.

Early and late shipments are a measurement that RENK America Material Acquisition uses and takes into consideration when we solicit bids and place purchased awards. It is in your own interest to ship according to the Purchase Order schedule. If a Buyer asks you to ship early, insist on a Purchase Order schedule change before making the shipment.

57.16. PACKAGING REQUIREMENTS

Packaging and packing shall be in accordance with RENK America Packaging Instructions, and insure safe arrival at their destination using best commercial practices or Government Packaging Instructions ASTM-D3951.

In an effort to better manage inventory costs, RENK America will require suppliers to package and ship in economic lots, where practical.

57.16.1. WOOD PACKAGING REQUIREMENTS

Wood treated to ensure the wood is BUG free. (Reference WPR located at https://www.renk-group.com/en/company/quality-management/ for specifics)
57.17. SPARES OPTION

You are asked to offer RENK America the ability to increase the actual total quantity ordered by up to 20 percent of the total contract quantity for spares and attrition. This option will remain valid within 90 days of the original date of the purchase order / subcontract resulting from this solicitation. The price applicable to this spares/attrition will be the same as the original base unit part price.

57.18. MULTIYEAR/LONG TERM AGREEMENT OPPORTUNITY (POTENTIAL)

57.18.1. QUANTITY OPTIONS

If one of the RFQ quantity options is a multiyear opportunity one of the following will apply:
1. Multiyear full quantity and funding authorized.
2. Multiyear with incremental yearly orders.

57.18.2. ESCALATION

Escalation will be negotiated on a case-by-case basis based on common industry practices. Global/WPIPIND (Wholesale Price Index), Industrial Commodities will, most likely, be used for the basis of this negotiation.

57.19. FLOW-DOWN PROVISIONS

Every attempt should be exercised to flow-down and commit your suppliers to a multiyear contract similar to our agreement, including terms and conditions. You may be required to provide verification of flow-down contracts with your sub-tier suppliers.

57.20. TERMINATION LIABILITY SCHEDULES

Upon receipt of your bid, RENK America will develop termination liability schedules. At time of award, suppliers will be expected to either submit their own termination liability for review/acceptance or advise concurrence with those schedules provided by RENK America.

57.21. STATISTICAL PROCESS CONTROL (SPC)
RENK America strongly recommends the use of Statistical Methods for Process Control (SPC). SPC is a vital element of Continuous Improvement Program in attaining cost containment and achievement of increasingly higher levels of Quality proactively. A supplier's commitment to SPC is considered highly admirable in demonstrating a desire for satisfying customer needs. Product produced through a viable SPC system is a consideration during the Source Selection Process.

In Responding to the RFQ, please indicate whether the product proposed/quoted will be produced in a SPC controlled process.

57.22. QUALITY

57.22.1. MINIMUM QUALITY SYSTEM REQUIREMENTS

The supplier shall develop, document, implement and maintain a quality system that ensures compliance to all purchasing agreement requirements. The quality system shall be compliant with ISO 9001-2008 (or latest version), AS9100, AS9120, or another auditable quality system. Certification to ISO 9001/AS9100/TS 16949 by a registered third party is preferred. ‘Approved’ supplier status is contingent upon successful completion and approval of an RENK America Self Survey and/or on-site qualification survey. Distributors and Special Processors may qualify under QMS questionnaires specific to the industry type. The supplier’s quality system is subject to periodic review by RENK America and/or government agencies. These reviews may be reduced at the discretion of the RENK America Supplier Quality Assurance Group.

57.22.2. SUB-TIER CONTROL

The supplier’s quality system shall provide for control of purchases and services from sub tiers to include, but not limited to, conveyance of applicable contract and technical requirements, and a method of assessing sub tiers capability and performance to contract/technical requirements.

57.23. FIRST ARTICLE INSPECTION (FAI)

RENK America utilizes First Article Inspection (FAI) based upon the AS9102 most current standard. First Article Inspection (FAI) ensures a manufacturing process sequence, tooling used, and manufacturer’s ability to produce a product, commonly referred to as Production Part Approval Process (PPAP), can produce a part to the drawing requirements on the first production piece produced. The First Article Inspection Report (FAIR) is used to document and report the acceptance of all part characteristics identified on the drawing. The most current
revision of AS9102 is the only acceptable FAIR method for submitting this inspection plan to RENK America.

Exceptions to FAI requirements: Commercial off the shelf (COTS) components requires a certificate of conformance documenting compliance to required specifications. Catalog page must also be submitted along with C of C confirming catalog part number to TDP requirements. Manufacturers of Qualified Parts or Products List (QPL) are only required to provide evidence of current approval status from the QPL issuing agency. Under these exceptions, it is the supplier's responsibility to verify conformance of all Physical, Chemical, Process and Test requirements specified as part of the Purchase Order.

57.23.1. FIRST ARTICLE TEST (FAT)

First Article Testing (FAT) is determined by specific line items on the purchase order. FAT shall be conducted in accordance with the requirements of the TDP drawing, QAR/QAP, production function/fabrication specification and/or military specification and this Purchase Order. Approval will be granted upon successful completion of FAI and FAT. Shipments under this Purchase Order prior to approval are not allowed. Test sample selection shall be accomplished under the supervision of the Government if applicable. If Government Source Inspection is required, the notification will be communicated through the purchase order. Thirty (30) days notification is required prior to starting the test. FAT plans shall be submitted to RENK America Supplier Quality Assurance Representative for review thirty (30) days prior to starting the test.

57.24. CONTROL TESTS

Control Testing is determined by specific line items on the purchase order, and will include requirements found in QCS-4A, QCS-4, and/or QCS-83-4. The Supplier shall conduct control test examinations on this item or its sub-components in accordance with the requirements of the drawing and/or technical data package. Test reports shall be submitted to RENK America to the frequency determined by the drawing or TDP. Specific supplier instructions and requirements for control test(s) and reports are contained within the webpage https://www.renk-group.com/en/company/quality-management/ in the Quality Section. Hardware shipment prior to control test approval is not allowed. Functional Testing is determined by the drawing or TDP. Supplier shall furnish a certification with each shipment to indicate that the test requirements have been complied with and actual tests results are on file and available upon request. Certification must include signature, date and title of responsible supplier representative and specifically identify the shipment it relates to.
57.24.1. INSPECTION/TEST TIMETABLE

All pre-production requirements must be successfully completed prior to hardware delivery. Consequently, proposal/quotes submitted must be conditioned upon timely completion of the requirement, consistent with the required RENK America delivery schedules defined herein.

Proposal/quotes must clearly establish the following requirement lead times: (a) Submission of test plans, test reports, procedures, etc., after purchase order/subcontract award. (b) Duration of applicable tests. (c) Production of hardware at rate after completion of all pre-production requirements.

57.25. FOREIGN PROCUREMENTS

If you contemplate procurement of materials or services from a foreign source, you must include in your proposal/quote submission the amount of foreign content. Please answer the following questions on the RFQ form:

57.25.1. Is this part manufactured in the U.S.? Yes or No. If No, provide additional responses to the below:

a. What is the TOTAL of Only Host Country Content in this item in US Dollars ($)? (country where the item is manufactured)

b. What is the TOTAL Non-U.S. Content in this item in US Dollars ($)? (includes host country content)

NOTE: If an award is made for a Foreign Military Financing (FMF) contract and there is foreign content identified on the RFQ form, the supplier must certify the foreign content information on the First Tier Sub-Contractor’s U.S. Content Certification and Agreement form. A copy of the Guidelines and/or the Contractor’s Certification and Agreement with DSCA (Defense Security Cooperation Agency), dated March 2017 may be downloaded from the following internet address http://www.dsca.mil

******ADDITIONAL INSTRUCTIONS BELOW - GOVERNMENT ONLY******

57.26. FOREIGN PROCUREMENTS

If you contemplate procurement of materials or services from a foreign source and the RFQ advises that this is a Government Prime Contract and Duty-free entry is applicable, you must
include in your proposal/quote submission the amount of foreign content. Please answer the following questions on the RFQ form: Is this part manufactured in the U.S.? Yes or No. If No, then what is the amount of Host Country Content only? (Country where the item is manufactured), and finally How much Non-U.S. content is in this item? (Includes host country content) If an award is made and this is not provided prior to award, post award requests will not be honored.

57.27. BID ROOM

If “Bid Room” is specified on the face of the solicitation, your quotation must be addressed by the bid room of the address indicated. Under no circumstances are such quotations to be delivered or otherwise disclosed to buyer.

57.27.1. SEALED BIDS

When sealed bids are specified in the solicitation, your quotation must be received by the bid room in a sealed envelope at the address shown on or before the date and time set for closing. The envelope shall be marked “Sealed Bid” and show solicitation reference to permit ready identification.

57.28. PROGRESS PAYMENTS

Progress payments in accordance with FAR 32.502-3, 52.232-13, and 52.232-16 may be available upon request. Progress payment requests will be subject to the RENK America prime contract. This request will not be a factor in evaluation of your proposal/quote. Suppliers requesting progress payments must do so at the time of proposal/quote. Submission as post award request will not be honored.

Note: Your accounting systems must be audited and approved by either RENK America or the Government DCAA prior to progress payment allotments.

57.29. SPECIAL TOOLING AND SPECIAL TEST EQUIPMENT (ST/STE)

(a) ST/STE COSTS must be segregated on the quotation together with a brief description of the production capacity of each item. If description is not sufficient, drawing, sketch or descriptive photograph may be required. (b) State the maximum life of the tools in terms of the total number of pieces the tools are capable of producing. (c) If US Government or RENK America owned facilities and/or ST/STE in your possession will be used to produce the end item or parts thereof,
the appropriate identification number, total acquisition costs (less freight and installation charges), facilities contract number, and a brief description of the item(s) must be submitted with your quotation for each item. (d) See Control of Government-Owned 26-002-0035 located at https://www.renk-group.com/en/company/quality-management/

57.30. COST & PRICING DATA - CERTIFIED COST & PRICING DATA
A determination of adequate price competition as defined by FAR will not be known until proposal/quotes are received and evaluated. Cost & pricing data is not requested at this time; but, should proposal/quote evaluations indicate an item is not competitive and over threshold (currently $750,000) in the aggregate, cost data will be required in accordance with FAR Part 15 along with supporting data. Your proposal/quote must state agreement to provide the certificate within 15 days from request by RENK America.

57.31. PRIORITY RATING
Request for Quotes, if known, will identify the Defense Priorities and Allocations Systems Regulation priority rating. However, any and all awards made as the result of this solicitation that carry a priority rating, will be identified on the Purchase Order line item. These must follow all the provisions of the Defense Priorities and Allocations System Regulation (15 CFR Part 700).

57.32. Government Source Selective Evaluation
If the Line item contains a Prime Contract ID, during performance of awarded order, your quality control or inspection system and manufacturing processes may be subject to review, verification and analysis by authorized government representatives. Government release of product prior to shipment is not required unless you are otherwise notified by RENK America Combat Propulsions Systems on an awarded purchase order/supplement.
58.0 SECTION M – TAX SALES AND USE TAXES

The Michigan Department of Treasury has authorized RENK America to operate and report under a direct pay permit for Michigan sales and use taxes limited to purchases of tangible personal property.

Excluded from this authorization:

A) Materials furnished by, or supplied to, construction contractors in the performance of a contract to construct, alter, repair, or improve real estate.

B) Vehicles purchased, leased, or rented for highway use and requiring a license and title.

C) Aircraft

D) Watercraft

E) Services subject to use tax including communication services and motel rentals.

F) Petty cash purchases made by company employees on behalf of the company.

G) Prepayment of sales tax on gasoline

H) Tangible personal property consumed by a person performing any service activity for your company.

Note: The purchase of power, steam, gas, etc., and capital appropriation items may be included under this direct pay permit (TAX)
59.0 SECTION N – Packaging, Labeling, and Shipping

Shipping Dock Hours: 7am-2:30pm

Monday-Thursday (and select Fridays)

Ship To Address: 76 Getty St, Muskegon, MI 49442

Truck Entrance: 1100 Access Hwy, Muskegon, MI 49442

Gate 5

Unless otherwise expressed on the face of the order or in related technical data, packaging and identification specifications herein are minimum requirements.

59.1 Bags, barrels, drums, kegs, cans, or pails will not be accepted as shipping containers for other than granular or liquid materials, unless used as returnable dunnage.

59.2 Used containers and pallets must be in acceptable condition. Used pallets with broken bottom tie strips, damaged strings, nails protruding or damaged face boards will not be accepted.

59.3 Manually handled shipping containers, including bundles, shall not exceed 50 pounds (22kg) whether palletized or not. Shipments must be sent in either double wall or heavy-duty cardboard boxes.

59.4 All shipping containers, pallets, etc. must have sufficient strength to withstand in-transit handling and stacking and must be stackable to a height of 10 feet (3.048m).

59.5 Parts must completely fill the cube of containers or proper packaging material used to fill voids to eliminate collapse of containers.

59.6 No more than one part number is to be packaged in a container unless specifically authorized by a RENK America Procurement Representative.
59.7. Pallet or pallet base sizes - When ordering new pallets, sized to be used are as follows:

59.7.1. 35" X 42" O.D. (88.9cm X 106.7cm) or 52" X 42" O.D. (132cm X 106.7cm). Four-way entry, double face, non-reversible (i.e., bottom tie strips) flush stringer type pallet with 2" X 9" minimum for openings on 18” centers in each stringer.

59.7.2. 28" X 35" O.D. (71.1cm X 88.9cm) two-way entry, double face, non-reversible, flush stringer type pallet.

59.7.3. Smaller pallets may be approved when authorized by a RENK America Procurement Representative.

59.8. The length of wall boards of all pallet box containers of cleated wood construction must run vertically.

59.9. Air shipments, LTL Shipments, and other special shipments must be packed with special care in reinforced containers to withstand the abnormal handling to which they are subjected.

59.10. All containers shall be identified with a standard identification label or tag as illustrated in section 2 of this document.

59.11. Items shall be free of dirt and other contaminants which would contribute to deterioration of the item or which would require cleaning by the customer prior to use. Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, barrier protection, volatile corrosion inhibitors, or desiccated unit pack.

59.12. Shipping containers shall be capable of multiple handling and storage periods at a minimum of one year in enclosed facilities without damage to the product.

59.13. Cartons are to be shipped on pallets that are compatible with the carton dimension and secured by banding. The standard identification label (section 2.2) is to be affixed to a visible side panel of each container.
59.14. For international shipments, all non-manufactured coniferous wood (soft woods from coniferous trees and hard woods from non-coniferous trees), shall be treated to ensure the wood is bug free. Material shall be heat treated (HT), the material certified by an accredited agency 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 (MB) with Methyl Bromide. The ALSC approved markings for boxes and crates shall be placed on both ends of the outer packaging between the end cleats for end battens in at least ONE INCH HIGH letters. Marks may be placed above required MIL-STD-129 markings. Internal blocking and bracing must comply as well and be marked if at all possible. For the product imported by a domestic supplier from an international source, it is the sole responsibility of the domestic source to ensure that ISPM 15 is met (http://www.ispm15.com).

59.15. Additional costs to replace parts/products due to insufficient packaging resulting in damaged product may be charged back to the shipper.

60.0 Labeling

60.1. Use consecutive numbers for more than one box in the same shipment; for example, “Box 1 of 4”.

60.2. Minimum requirements on label outside of packaging include supplier name, supplier ID/cage code, part nomenclature/description, part number, quantity, revision level, and shelf life/MSDS if applicable.

60.3. The label shall be applied to the exterior of the container printed in black ink on a white background. Label size shall be 4.0 in (100-102 mm) high by 6.0 in. (150-153 mm) wide.
60.4. Barcode Label Requirements

60.4.1. All bar codes shall be printed with Code 39 Symbol and maintain a minimum quiet zone of 5mm before and after the bar-coded symbol. The bar code should have a minimum ration of 2.5 to 1. Barcode font size should be a minimum of 10mm high.

60.4.2. The sections should be labeled with human readable font that identifies the information in that section. i.e. Part Number, Qty, PO, etc... All titles should be printed in regular 8-point font (approximately 2.2 mm high letters) and placed in the upper left corner of the block.

60.4.3. The supplier name and address shall be printed on the label. The letters should have an approximate font size of 10 point (or 3 mm high).

60.4.4. The lot number is the traceability number assigned to a unique batch or group of items (lot, heat, batch) by the supplier/manufacturer. This field is optional at the discretion of the customer (RENK America). The lot number
shall not be bar-coded. It should have a short title of LOT NO. The lot number should have an approximate height of 12 point (or 4 mm high).

60.4.5. The figure below is an example of the shipping label. The overall characteristics of the label are defined in the above section. The minimum the label must have on and barcoded is the Part Number, Quantity, PO Number, PO Line.

BARCODED SUPPLIER LABEL EXAMPLE

60.5. Shelf Life Requirements

60.5.1. The seller shall identify those items and/or assemblies which have a specific shelf life requirement. At a minimum, 80% of the product’s shelf life must be applicable at time of receipt.

60.5.2. The vendor must certify shelf life by noting the shelf life expiration date from date of manufacture on shipping label and specify on outside of shipping container the words *****SHELF LIFE*****.
60.5.3. Multiple shipments that include multiple shelf life dates cannot be consolidated (no co-mingling of shelf life dates).

60.5.4. All Shelf Life Items within the container must additionally have the following data either directly on the product or where the data cannot be applied directly to the product, each item must be unit packed with the data clearly visible on the exterior of the unit pack.

**SHELF LIFE UNIT PACK LABEL**

<table>
<thead>
<tr>
<th>Supplier Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nomenclature/Description:</td>
</tr>
<tr>
<td>Part No:</td>
</tr>
<tr>
<td>Qty:</td>
</tr>
<tr>
<td>Shelf Life Expiration Date:</td>
</tr>
<tr>
<td>MSDS No:</td>
</tr>
</tbody>
</table>

60.6. Hazardous Material Requirements – MSDS

60.6.1. Each individual package or container (Drum, Can, Tube, etc.) must be clearly and permanently marked with the following:

60.6.2. RENK America Internal MSDS number (found on drawing and/or within PO Line Item Text).

60.6.3. Nomenclature/Description

60.6.3.1. Manufacturer’s Name and Address and Emergency Phone Number.
60.6.4. Appropriate Hazard Warnings (i.e., effect on target organs) per OSHA Hazard Communication Standard Requirements. Exceptions: The following types of hazardous materials that do not contain shelf life requirements, ONLY require RENK America Internal MSDS number(s) applied to the shipping container (Box, Case, Package, etc): Materials received in containers less than one pint (16 ounces) or tubes less than six ounces.

60.6.5. If your shipment contains Hazmat you must be an approved FedEx Ground HazMat shipper. Suppliers are responsible for ensuring Ground HazMat packages comply with applicable U.S. Department of Transportation (DOT) regulations and FedEx Ground requirements. Please contact FedEx Dangerous Goods/Hazardous Materials (DG /HazMat) Hotline for general questions, 1.800.GoFedEx (463.3339), Option '81,' between 7 a.m. and 7 p.m. Central time Monday - Friday, and between 10 a.m. and 2 p.m. Central time Saturday. Suppliers are responsible for ensuring Air HazMat packages comply with applicable IATA / ICAO regulations and carrier shipping requirements. In any instance a HAZMAT shipment MUST include a current Safety Data Sheet.

GHS PICTOGRAMS

The holder of this printed document is responsible for verifying that it is the current version.
61.0 Packing Slip Requirements

61.1. All shipments must be accompanied by a packing slip/invoice properly identifying: supplier name, purchase order/release number, purchase order line item (line schedule if requested), part number(s), revision level and date (if applicable), material/services, qty shipped, and price.

61.2. Please ensure that all boxes and containers have the correct packing slips with them, and the packing slip is stamped with your RENK America Inspection Delegation (ID) stamp or our Inspector’s stamp (where appropriate). A second packing slip needs to be attached to the outside of the container. With multiple containers you should indicate which container houses the packing slip.

62.0 Shipping

62.1. RENK America supplies Routing Instructions to show the accepted and approved carriers for each mode of transportation. These instructions are to be used for inbound shipments to our facilities or to third party destinations on our behalf. These Routing Instructions are designed to convey to our supply base the desired carriers with whom we have negotiated contracts.
62.1.1. FOB terms are generally FOB-Origin, with RENK America assuming ownership of freight upon transfer from a seller’s facility. RENK America procurement representative will provide a FedEx account number to charge. FOB-Destination terms will be used on an exception basis only, determined by your RENK America buyer and PO.

62.1.2. These Routing Instructions must be followed. Penalties for noncompliance and the use of unapproved carriers are described below. These Routing Instructions are updated periodically, and it is the supplier’s responsibility to check for updates via RENK America Webpage.

62.1.3. Please note, the Purchase Order dictates the “ship to” address. Please ensure you read and understand the Purchase Order shipment destination.

62.1.4. The total transportation costs of all shipments sent to the incorrect destination, as well as the cost of the shipment to the correct destination, may be debited. The “ship to” address on all purchase orders is firm and cannot change unless you receive written authorization to ship to a different destination by your RENK America Buyer.

62.2. Early Shipments

62.2.1. Shipments may be received up to ten (10) working days in advance of the Purchase Order scheduled date without penalty, unless you receive written authorization to ship earlier from your RENK America Buyer. Shipments received earlier than 10 days in advance may be returned at your expense.

62.3. Late Shipments

62.3.1. There is zero tolerance for late shipments. A shipment is considered late if it exceeds the delivery/dock date (PO Promised Date) indicated on the Purchase Order.
62.3.2. On time delivery is determined by the date the product is received at RENK America.

62.3.3. Shipment on time delivery is a measurement that RENK America Procurement uses and takes into consideration when we solicit bids and place awards.

62.3.4. Suppliers should always expedite parts if the shipment is late to the PO date.

62.3.5. Expedited shipment costs will be the responsibility of the supplier.

62.4. RENK America does not insure supplier’s shipments. Do not accept additional insurance coverage unless you receive written authorization from RENK America.

62.5. Suppliers shall be responsible for costs associated with shipments due to supplier quality issues (i.e. product returned to supplier and delivery back to RENK America).

62.6. Reference Field Requirements

62.6.1. On all shipments, please enter the RENK America Purchase Order number in PO Reference Field. This is crucial so that we can match freight invoices to the appropriate purchase order in our system. If routing and shipping instructions are not attached to the Purchase Order or have not been previously received, please immediately request these instructions from your RENK America Buyer.

62.7. Routing

62.7.1. Failure to adhere to this approved carrier listing will result in the shipper’s account being debited for the full cost of the shipment without prior notification.

62.7.2. Air Freight shall not be used unless authorized by a RENK America procurement representative.
62.7.3. Any international shipments should preference the use of standard ocean freight, unless authorized by a RENK America procurement representative. Shippers should plan for a 4-6 week transit time if using ocean carriers.

62.8. All small package shipments destined for RENK America should be shipped via FedEx Ground® using the Bill Third Party option, billing the RENK America FedEx Account # provided by your RENK America Buyer. More premium shipping services, including First Overnight shipments, are prohibited unless a RENK America Buyer instructs you to utilize these services in writing.

62.9. Overnight shipments should use FedEx Priority overnight unless otherwise directed by an RENK America Procurement Representative.

62.9.1. FedEx 2-day AM Service is strictly prohibited.

62.10. Under this arrangement, shipping charges will be invoiced directly to us, while the normal fees associated with your FedEx packages, such as weekly pickup fees if applicable, will be invoiced to suppliers. Per service (Express and Ground), if you already have a regular pick up, no additional fees will be incurred. If you don't have a regular pickup with FedEx, you can schedule your package pickup online at fedex.com or by calling 1.800.Go.FedEx (1.800.463.3339). Ground shipments require a one-day advance notice. You may drop off your packages at a FedEx staffed facility to avoid pick up fees.
### SHIPPING GUIDE

<table>
<thead>
<tr>
<th>TYPE</th>
<th>SIZE</th>
<th>CARRIER</th>
<th>PHONE</th>
<th>DOMESTIC/INTERNATIONAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Package &amp; Expedited Small Package</td>
<td>Under 150 lbs (68kg) &lt;br&gt; No more than 40 lbs in one box (18kg) &lt;br&gt; No more than 119” (3m) length or 165” (419m) length plus girth</td>
<td>FedEx</td>
<td>1-800-463-3339</td>
<td>Domestic</td>
</tr>
<tr>
<td>Small Package</td>
<td>Under 150 lbs (68kg) &lt;br&gt; No more than 40 lbs in one box (18kg) &lt;br&gt; No more than 108” (2.7m) length or 130” (3.3m) length plus girth</td>
<td>FedEx</td>
<td>1-800-463-3339</td>
<td>International</td>
</tr>
<tr>
<td>Large Packages and Less Than Truckload</td>
<td>Over 150 lbs (68kg) to 10,000 lbs (4536kg)</td>
<td>FedEx Freight</td>
<td>1-866-393-4585</td>
<td>Domestic &amp; International</td>
</tr>
<tr>
<td>Full Truckload</td>
<td>Over 10,000 lbs (4563kg)</td>
<td>Landstar</td>
<td>1-607-242-3667</td>
<td>Domestic</td>
</tr>
<tr>
<td>Freight Forwarder</td>
<td>Any over 150 lbs</td>
<td>Contact <a href="mailto:chase.kloka@RENK-america.com">chase.kloka@RENK-america.com</a> for shipping instruction</td>
<td>TBD</td>
<td>International</td>
</tr>
<tr>
<td>Ocean</td>
<td>Any size</td>
<td>Contact <a href="mailto:chase.kloka@RENK-america.com">chase.kloka@RENK-america.com</a> for shipping instruction</td>
<td>TBD</td>
<td>International</td>
</tr>
</tbody>
</table>
63.0 International Shipments

63.1. Suppliers shall provide the following documentation on international shipments to our trade compliance department victoria.miller@RENK-America.com & yvette.goins@RENK-America.com.

63.1.1. Airway Bill

63.1.2. Customs Invoice

63.1.3. Certificate of Origin

63.2. Suppliers shall indicate UPS-SCS as Broker of Choice

63.3. Follow the Shipping Guide (page 7) to determine international routing.

63.4. Any international shipments should preference the use of standard ocean freight, unless authorized by a RENK America Procurement Representative.

3.0 HISTORY OF CHANGES

<table>
<thead>
<tr>
<th>Revision Number</th>
<th>Revision Date</th>
<th>Revision Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial</td>
<td>04/08/2015</td>
<td>Initial Release</td>
</tr>
<tr>
<td>1</td>
<td>27/04/2016</td>
<td>Document reorganized. Added clarification to requirements in Sections 3.0 and 4.0. Added submittal requirement to SQA inbox.</td>
</tr>
<tr>
<td>2</td>
<td>03/01/2017</td>
<td>Added new subsection 1.4 to address data retention requirements.</td>
</tr>
<tr>
<td>3</td>
<td>26/10/2020</td>
<td>Rebrand document from L-3 to L3Harris</td>
</tr>
<tr>
<td>#</td>
<td>Date</td>
<td>Description</td>
</tr>
<tr>
<td>---</td>
<td>------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>4</td>
<td>21/07/2021</td>
<td>Rebrand document from L3Harris to RENK America</td>
</tr>
<tr>
<td>5</td>
<td>24/09/2021</td>
<td>Added section N – Packaging, Labeling, and Shipping</td>
</tr>
<tr>
<td>Document #:</td>
<td>ML 595</td>
<td></td>
</tr>
<tr>
<td>---------------</td>
<td>------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Revision:</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Effective Date:</td>
<td>24 Sep, 2021</td>
<td></td>
</tr>
<tr>
<td>Approved By:</td>
<td>Rick Douglas</td>
<td></td>
</tr>
<tr>
<td>Document Name:</td>
<td>Procurement Manual</td>
<td></td>
</tr>
<tr>
<td>Responsible Organization:</td>
<td>500 - Procurement</td>
<td></td>
</tr>
</tbody>
</table>

The holder of this printed document is responsible for verifying that it is the current version.