

Terms and Conditions of Purchase TC-01 (Fixed Price Procurement)

1. Definitions: The following definitions apply unless otherwise specified: (a) **"PO"** or **"Purchase Order"** or **"Order"** or **"Contract"** – the Purchase Order along with these Terms and Conditions of Purchase, and any referenced special or supplemental provisions, drawings, technical data, specifications, any statement of work, quality provisions (in all cases including any changes), and all other documents incorporated herein; (b) **"Buyer"** or **"Orbital ATK"** – the legal entity issuing this PO to include Orbital ATK Inc. and its affiliates; (c) **"Procurement Representative"** – the individual authorized to issue this PO as the Buyer's authorized representative; (d) **"Seller"** or **"Contractor"** or **"Offeror"** – the legal entity contracting with the Buyer; (e) **"Work"** means all required labor, articles, materials, products, supplies, parts, assemblies, data, drawings, goods, items, and services constituting the subject matter of this PO; (f) **"Promise Date"** or **"Scheduled Delivery Date"** – the scheduled date of receipt at destination (not the ship date) irrespective of FOB point; (g) **"Subcontractor"** – any legal entity contracting with the Seller or its lower tier subcontractors under this PO; (h) **"Seller Engaged Personnel"** – any of Seller's employees, Seller's contingent, contract, or temporary workers, or Seller's agents or Subcontractors (and their employees) engaged, directed, or allowed by Seller to provide Work, directly or indirectly, to Buyer under this PO.

2. Entirety of Agreement: (a) Seller agrees to provide and sell to Buyer the Work, per the requirements and the Scheduled Delivery Dates described in the PO. (b) This PO constitutes the complete and entire agreement between the parties hereto and unless agreed otherwise, supersedes all previous negotiations, discussions, communications, representations, course of dealing, usage of trade, or agreements, whether oral or written, between the parties hereto with respect to the subject matter hereof. No agreement or understanding varying, contradicting or extending the terms or conditions of this PO, including but not limited to Seller provided terms and conditions included within a quote, proposal, order acknowledgement or like document, will be binding unless in writing, expressly incorporated in the PO, and signed by duly authorized representatives of both parties. Acceptance of this PO by the Seller will be by any one of the following: (1) acknowledgment in writing, (2) commencement of performance by the Seller; or (3) delivery in whole or in part of the Work called for hereunder.

(c) Any inconsistencies in the PO shall be resolved in accordance with the following descending order of precedence: (1) these Terms and Conditions of Purchase; (2) the face of the Purchase Order and/or task order, release document, or schedule (including any continuation sheets), as applicable; (3) any supplementary terms, conditions or provisions referenced in the PO; and (4) the statement of work and other documents included with or incorporated into the PO by reference.

3. Changes: Buyer may at any time by a written order issued by its Procurement Representative, suspend performance of this PO in whole or in part, and make changes to this PO, including changes to the following: drawings, designs, specifications, provisions and instructions of this PO, method of shipment and/or packing, delivery schedule, place of delivery, quantity of Work, scope of Work, Buyer furnished material and property, and inspection and acceptance requirements. Seller shall proceed immediately to perform this PO as changed. If any such change causes an increase or decrease in the cost of or the time required for performance of this PO, or otherwise affects any other provisions of this PO, an equitable adjustment shall be made in the purchase price and/or delivery schedule as agreed to in writing by Buyer, and the PO modified in writing accordingly. Any claim by the Seller for adjustment under this Clause must be asserted in writing within twenty (20) days from the date of receipt by the Seller of the notification of change; provided, however, that Buyer, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this PO. Nothing in this Clause shall excuse the Seller from proceeding with the PO as changed.

4. Product Changes/ Part Obsolescence: Seller shall provide written notification to Buyer prior to making any changes to Seller's tooling, facilities, materials, or processes, and/or provide written notification to Buyer upon becoming aware of any such changes by Seller's Subcontractors at any tier, that could affect the Work in this PO. This includes but is not limited to changes to fabrication, assembly, handling, inspection, acceptance, testing, manufacturing location, parts, materials, or suppliers. Seller shall notify Buyer of any pending or contemplated future action to discontinue Work purchased pursuant to this PO and shall allow Buyer to submit a forecast of expected annual usage prior to Seller finalizing its decision to discontinue the Work. Seller shall provide Buyer with a "Last Time Buy Notice" at least twelve (12) months prior to the actual discontinuance. Seller shall extend opportunities to Buyer to place last time buys of such Work with deliveries not to exceed one hundred eighty (180) days after the last time buy date.

5. Superseding Specifications: The specifications incorporated herein may include references to other Buyer, Buyer customer, or US Government specifications. Such referenced specifications shall include all revisions and supplements thereto which have been released prior to the issuance of Seller's last quotation.

6. Delivery and Notifications: (a) Time is of the essence and Seller shall furnish the Work covered by this PO in accordance with the delivery schedule stated on the face of this PO. Unless otherwise agreed to in writing by Buyer, Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time reasonably required to meet Buyer's delivery schedule. Seller shall strictly adhere to this PO's Scheduled Delivery Date(s), and completion schedule(s). Seller shall not make deliveries in advance of the Scheduled Delivery Date unless authorized in writing by Buyer. Work delivered to Buyer in advance of the Scheduled Delivery Date without Buyer's authorization may be returned or stored by Buyer at Seller's expense and without any obligation to Buyer. Deliveries will be made even in the event of a strike at Seller's location, unless otherwise authorized by Buyer. If the Seller fails to deliver in accordance with the schedule, Buyer will be entitled, at its election and its sole discretion, to either a price reduction for late deliveries, or the right to terminate this PO for default for late deliveries. Any expenses, costs or damages incurred by Buyer as a result of this default or any other non-compliance with the terms of this PO may, at the discretion of Buyer, be

offset against any sum owing under this or any other PO between Buyer and Seller, or charged back to Seller.

(b) In the event of any anticipated or actual delay in the performance of this PO, Seller will immediately notify the Buyer in writing of the reasons for the delay and the actions being taken to overcome or minimize the delay along with a written recovery schedule. If Buyer requests, Seller shall, at Seller's expense, ship via air or other expedited routing to avoid or minimize any delay. Seller shall also immediately notify Buyer in writing of any events that could affect contract performance, such as bankruptcy proceedings, strikes, accidents, etc. Seller agrees to flow this Clause down to its Subcontractors, and promptly notify Buyer in writing when there exists such events and/or there are anticipated or actual delays at its Subcontractors that could affect performance under this PO. Notification shall not relieve Seller of its obligation to comply with PO delivery requirements.

(c) In the event of a termination for convenience or change by Buyer, no claim will be allowed for any manufacture or procurement in advance of Seller's normal lead time(s) or in excess of what is reasonably required to meet Buyer's delivery date(s) in the absence of Buyer's prior written consent.

7. Disputes: In the event of any dispute arising under or relating to this PO, the parties agree to make diligent and reasonable attempts to resolve through negotiations all such disputes prior to resorting to any remedy available in law or equity. Any action at law, suit in equity, or judicial proceeding of any kind arising directly, indirectly, otherwise in connection with, related to or from this PO or the relationship between the parties shall be brought only in the state or federal courts located in the state where Buyer's PO is issued and the parties waive any right they may have to challenge the jurisdiction of this court or seek to bring any action in any other forum, whether originally or by transfer, removal, or change of venue. Pending resolution of any such dispute by settlement or by final judgment, the parties shall proceed diligently with performance if so directed by Buyer, unless this PO is terminated in accordance with Clauses 32 or 32. Seller's performance shall be in accordance with Buyer's written instructions. In the event litigation is pursued, the prevailing party shall be entitled to recover its reasonable costs and expenses including, without limitation, its reasonable attorneys' fees and costs.

8. Waivers/Approvals: (a) Failure of Buyer to enforce at any time any provision of this PO, or any rights in respect thereto, or to exercise any election therein provided, shall in no way be considered to be a waiver or relinquishment of the right to thereafter enforce such provisions or rights or exercise any subsequent elections. Any and all of the rights and remedies conferred upon Buyer under this PO shall be cumulative and in addition to, and not in lieu of, the rights and remedies granted by law. If any provision of this PO becomes void or unenforceable by law, the remaining shall be valid and enforceable.

(b) No waiver, alteration, or modification of any of the provisions of this PO shall be binding on Buyer unless evidenced by a written change or modification to this PO signed by the Procurement Representative. Buyer's approval of Seller's design or Work shall not relieve Seller of the warranties or any other requirements of this PO. Waivers by Buyer of any drawings or specification requirements for one or more Work items shall not constitute a waiver of such requirements for the remaining Work unless so stated in writing by Buyer.

9. Technical Direction and Seller Responsibilities: (a) All communication between Seller and Buyer affecting the Work to be furnished shall be through the Procurement Representative. Buyer technical personnel may provide written technical direction. However, technical direction and management surveillance shall not impose tasks and requirements upon the Seller that are additional to or different from the general tasks and requirements established in the PO. The technical direction, to be valid: (1) must be issued in writing consistent with the general scope of the Work as set forth in this PO; and (2) shall not commit Buyer to any adjustment of the price, schedule or other PO provisions.

(b) If any technical direction is interpreted by the Seller to fall within the Clause entitled "Changes", the Seller shall not implement such direction, but shall notify Buyer Procurement Representative in writing of such interpretation within ten (10) working days after Seller's receipt of such direction. Such notice shall: (1) include the reason upon which the Seller bases its belief that the technical direction falls within the purview of the "Changes" Clause; and (2) include the Seller's best estimate as to revision in estimated price, performance time, delivery schedules and any other issues that would result from implementing the technical direction.

(c) If, after reviewing the information, the Buyer is of the opinion that such direction is within the purview of the "Changes" Clause and considers such changes desirable, Buyer will issue unilateral direction to proceed pursuant to the authority granted under this Clause. In the event the Buyer determines that it is necessary to avoid a delay in performance of the PO, Buyer may, in writing, direct the Seller to proceed with the implementation of the technical direction pending receipt of the information to be submitted under paragraph (b) above. Should Buyer later determine that change direction is appropriate; the written direction issued hereunder shall constitute the required change direction.

(d) Failure of the Seller and the Buyer to agree on whether direction is technical direction or a change within the purview of the "Changes" Clause shall be a dispute under the "Disputes" Clause. Any action taken by the Seller in response to any direction which falls within the purview of the "Changes" Clause given by any person other than the Procurement Representative shall be at the Seller's own risk.

10. Counterfeit Parts: (a) For purposes of this Clause, the term **"Parts"** consists of those parts delivered under this PO that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). The term **"Counterfeit Part"** means a Part that fulfills any or all of the following: 1) is or contains items misrepresented as having been designed, produced and/or tested under an approved system or other acceptable method; 2) is an item altered to resemble a product without authority or right to do so, or is an imitation of another product, with the intent to mislead or defraud by presenting the imitation as original or genuine; 3) is an approved Part that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable; or 4) is a used, refurbished, sample, or reclaimed item passed off as a new one.

(b) Seller agrees and shall ensure that Seller and Seller Engaged Personnel shall deliver no Counterfeit Parts to Buyer. Seller shall only purchase items to be delivered or incorporated as Parts directly from the original component manufacturer /original equipment manufacturer, or through an authorized distributor. Parts shall not be acquired from independent distributors or

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brokers unless approved in advance in writing by Buyer. Seller shall, at its expense, promptly replace any delivered Counterfeit Part with a genuine Part conforming to the requirements of this PO. Notwithstanding any other provision herein, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Parts, including without limitation costs borne by Buyer, its customer or subcontractor associated with removing Counterfeit Parts, of reinserting replacement Parts and of any testing necessitated by the need to identify the Counterfeit Parts and the reinstallation of Parts after Counterfeit Parts have been exchanged. The remedies contained in this Clause are in addition to any remedies Buyer may have at law, equity or under other provisions of this PO.

11. Intellectual Property: (a) This Clause is subject to any US Government rights. All technical work product, including, but not limited to, ideas, information, data, documents, drawings, software, software documentation, designs, specifications, and processes produced by or for Seller, either alone or with others, in the course of or as a result of any Work performed by or for Seller under this PO shall be the exclusive property of Buyer and be delivered to Buyer promptly upon request.

(b) All inventions conceived, developed, or first reduced to practice by or for Seller, either alone or with others, in the course of or as a result of any Work performed by or for Seller under this PO, and any patent application and patents based on or relating to any such inventions (both domestic and foreign), shall be the exclusive property of Buyer. Seller shall promptly disclose all such inventions to Buyer in written detail, and execute all papers, cooperate with Buyer, and perform all acts necessary or appropriate in connection with the filing, prosecution, maintenance, or assignment of related patents or patent applications to Buyer.

(c) All works of authorship, including, but not limited to, documents, drawings, software, software documentation, photographs, video tapes, sound recordings, and images, created by or for Seller, either alone or with others, in the course of or as a result of any work performed by or for Seller under this PO, together with all copyrights subsisting therein, shall be the sole property of Buyer. To the extent permitted under United States copyright law, all such works shall be works made for hire, with the copyrights therein vesting in Buyer. The copyrights of all other such works, including all of the exclusive rights therein, shall be promptly transferred and formally assigned free of charge to Buyer. Buyer shall have the right, at no additional charge, to use and/or reproduce Seller's and/or Seller's Subcontractors applicable literature, such as operating and maintenance manuals, technical publications, prints, drawings, training manuals, and other similar supporting documentation and sales literature.

(d) Buyer shall have an unlimited, irrevocable, paid-up, perpetual royalty-free right and license to make, have made, sell, offer for sale, import, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivatives of, and authorize others to do any, some or all of the foregoing, any and all technical work product, and works of authorship, conceived, developed, generated, or delivered in performance of or in connection with this PO. In the event of any inconsistency between this Clause and any US Government clause incorporated by reference into this PO, the incorporated US Government clause shall govern.

12. Title to Drawings, Specifications and Work Product: (a) This Clause is subject to any US Government rights. Buyer and/or its customers shall at all times have title to: (1) all drawings and specifications furnished by Buyer to Seller, and (2) all documents (including, without limitation, all drawings and specifications) and work product, in any form, generated by, for or on behalf of Seller in connection with this PO. The Seller shall, upon Buyer's request or upon completion of this PO, promptly return or deliver all documents and work product, including all copies, to Buyer.

(b) The Seller hereby assigns and agrees to assign to Buyer the Seller's entire right, title and interest in and to (1) any and all documents and work product referred to above, (2) any and all applications for patent, domestic and foreign, that may be filed on said documents and work product, (3) any and all patents that may issue or be granted on such applications, and (4) any and all trademarks and copyrights in material related to said documents and work product. Seller shall, upon request by Buyer, immediately sign or have signed and deliver to Buyer, without further consideration, any and all documents necessary to perfect the assignments granted in this Clause.

13. Rights in Computer Software: This Clause is subject to any US Government rights. Seller hereby assigns to Buyer all rights, title and interest in computer software, including computer programs, databases and documentation thereof (individually and collectively, "Software"), developed in the performance of this PO, including the right to apply for and register copyrights and patents in the U.S. and any other country, the right to all extensions and renewals thereof, unrestricted and complete rights of publication or reproduction, the right to use and license others to use said Software, and right to exclude others from reproducing the Software. Seller shall obtain from its Subcontractors all rights necessary to fulfill the Seller's obligation to Buyer under this PO. Seller agrees to execute any and all documents Buyer may require to perfect the above assignment. Buyer shall have an unlimited, irrevocable, paid-up, perpetual royalty-free right and license to make, have made, sell, offer for sale, import, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivatives of, and authorize others to do any, some or all of the foregoing, any and all Software conceived, developed, generated, or delivered in performance of or in connection with this PO.

14. Confidential or Proprietary Information/Property: Seller shall keep confidential and protect from disclosure all information and property obtained from Buyer in connection with this PO and identified verbally or in writing as confidential or proprietary, or which reasonably would be considered to be confidential or proprietary, as well as all documents and work product generated by Seller under this PO. Unless otherwise expressly authorized herein by Buyer, Seller shall use such information and property, and the features thereof, only in the performance of and for the purpose of this PO. Seller shall not, at any time during or after performance of this PO, disclose to others (except those Seller Engaged Personnel with a need to know) the terms of this PO or any other information, knowledge, or data (including business, technical, financial, or information of a proprietary or trade secret nature) that Seller: (a) receives from Buyer; or (b) conceives, develops or acquires in the performance of this PO. Nothing in the foregoing shall affect

compliance with US Government requirements. Upon Buyer's request, and in any event upon the completion, termination or cancellation of this PO, Seller shall return all such information and property to Buyer or make such other disposition thereof as directed by Buyer. Seller shall not sell or dispose of any scrap or any completed, partially completed, or defective proprietary property before receiving written authorization and disposition instructions from Buyer. Seller shall flow down to its Subcontractors receiving such information or property these requirements to provide to Buyer the same rights and protection as contained in this Clause.

15. Release of Information and Use of Name: The Seller shall not, without the prior written consent of Buyer, publicly release any information regarding the subject matter of this PO. This includes but is not limited to advertisements, brochures, news releases (including photographs, films, public announcements, or denial/confirmation of the same, or interviews with news media) and the like. Seller shall not use or allow to be used, Buyer's name, logo or trademarks without the prior written approval of Buyer. The Seller shall include the substance of this Clause, including this sentence, in all of its subcontracts.

16. Seller's Compliance with Applicable Laws: Seller warrants and certifies it has complied and will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, programs, plans, and orders (collectively referred to as "Laws") in its performance of this PO and that all Work delivered hereunder complies with all applicable Laws. Seller warrants that it is in compliance with all Laws pertaining to firearms, ammunition, and explosive materials, which include but are not limited to the Federal Gun Control Act (18 USC § 921 et. seq.; 27 CFR Part 478), the National Firearms Act (26 USC § 5801 et. seq.; 27 CFR Part 479) and Federal explosives law, as amended by the Safe Explosives Act (18 USC § 841 et. seq.; 27 CFR Part 555). Seller also warrants that it will accurately label all deliverables consistent with the requirements of 40 CFR Part 82 "Protection of Stratospheric Ozone; Labeling". Work under this PO may be in a hazardous environment. Access to Work on this PO by persons under the age of 18 will be in compliance with the laws of the State where the Work is being performed. Seller agrees to defend, indemnify, and hold harmless Buyer from and against any Damages relating to any actual or alleged non-compliance by Seller or Seller's Subcontractors of any Laws. Buyer's approval of Seller's facilities, processes, or Work does not nullify or modify Seller's obligation for compliance to all applicable Laws.

17. Hazardous Material Identification And Material Safety Data: Prior to shipment of any hazardous material or chemical (as determined by OSHA regulation at 29 CFR § 1910.1200[d] or Federal Standard No. 313) onto Buyer property or work sites, Seller shall provide to Buyer one copy of OSHA Form 20 or 174, Material Safety Data Sheet or equivalent, for each such material or chemical. The form shall include the Buyer stock number or the material specification number as defined in this PO and all of the information required by 29 CFR §1910.1200(g). The packaging, labeling, handling, and shipping of all hazardous items must conform to all Laws, including carrier regulations. In addition to application of proper shipping labels on the outside container, each container of hazardous items shall be marked with the appropriate precautionary label according to the Code of Federal Regulations. Any failure to comply with the above submission requirement shall be grounds for withholding payments due the Seller hereunder.

18. Indemnification: Seller agrees to defend, indemnify and hold harmless Buyer, its officers, directors, employees, agents, representatives, dealers, distributors, customers, and their subcontractors from any and all lawsuits, claims, fines, penalties, offsets, liabilities, judgments, losses, damages, costs and profit disallowed, or expenses (including reasonable attorneys' fees) (collectively, "Damages") for: (a) property damage or personal injury including death, of whatever kind or nature arising out of, as a result of, or in connection with Seller or Seller Engaged Personnel's performance or failure to perform pursuant to this PO; (b) any liability which arises as the result of failure of Seller or Seller Engaged Personnel to comply with any Law or Clause of this PO; (c) claims from any person and for whatever reason, including but not limited to negligence and first aid or ambulance services provided or not provided by Buyer; (d) liability from any actual or alleged patent, copyright, trademark, or trade secret infringement by reason of any manufacture, use, or sale of any Work delivered by Seller under this PO, or for any items manufactured from reports, drawings, blueprints, data, or technical information delivered by Seller under this PO; and (e) any breach of Seller's obligations, warranties, representations, certifications, or guarantees provided under this PO.

19. Inspection: (a) Upon request of the Buyer, Seller agrees to allow Buyer, its customer representatives (at any tier), a cognizant regulatory authority, and (in the case of Work purchased for a US Government contract or subcontract) the US Government to visit at all reasonable times the Seller's and Seller's Subcontractors' production facility(ies) where this PO is to be performed, in whole or in part, to inspect and test the Work pertaining to the requirements of this PO. Buyer may, at its option, assign representatives from Buyer and/or Buyer's customer as resident or itinerant representatives to be located at Seller's plant. Seller shall inform Buyer when the Work is ready for inspection. If such inspection or testing is made on Seller's premises, Seller shall provide, without additional charge, all reasonable facilities, equipment and assistance for such inspections and tests, and provide for the inspectors' safety while at Seller's plant. No inspection (including source inspection), test, approval (including design approval), or acceptance of the Work shall relieve Seller from responsibility for any defects in the Work or other failure to meet the requirements of this PO, or for latent defects, fraud, such gross mistakes that amount to fraud, or Seller's warranty obligations.

(b) Seller shall, in its inspection and testing of the Work, provide and maintain an inspection system in accordance with sound business practices, or, if required by Buyer, use an inspection system accepted by Buyer in writing. All inspection records relating to the Work shall be kept complete and made available to Buyer during performance of this PO and for six (6) years after final payment unless otherwise directed by Buyer in its acceptance of Seller's inspection system. Prior to Seller's destruction of inspection and testing records, Seller shall offer Buyer in writing, at no cost to Buyer, the option to either extend Seller's period of retention for any remaining period required by Buyer's prime contract or provide copies of all such records to Buyer for its own retention requirements. Seller's quality control, inspection system, and manufacturing process are subject to review, analysis and verification by Buyer's Quality Assurance representative.

(c) Final inspection and acceptance by Buyer shall be at point of delivery unless otherwise specified in this PO. Such inspection shall be in accordance with the customary established inspection procedures of the location of Buyer where the Work is received. If Buyer

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determines that the Work is likely to be rejected under Buyer's normal inspection level under such procedures, Buyer may, at its option, conduct an above-normal level of inspection, up to 100% inspection, and charge Seller the reasonable costs thereof.

20. Acceptance: Buyer shall accept Work or give Seller notice of rejection within a reasonable time, notwithstanding any payment or prior test or inspection. No inspection, test, delay or failure to inspect or test, or failure to discover any defect or other nonconformance shall relieve Seller of any obligations under this PO or impair any rights or remedies of Buyer or its customer. In case any Work is defective or otherwise not in strict conformance with the requirements of this PO, Buyer shall have the right either to reject it, require its correction, or accept it with an equitable adjustment in price or other consideration. Buyer acceptance of nonconforming Work does not release Seller from its warranty or latent defect obligations. Any Work that has been rejected or requires correction shall promptly be replaced or corrected at Seller's expense, including transportation charges. In addition, Buyer reserves the right to charge Seller a rejection processing fee of four hundred dollars (\$400.00) for each time Work is rejected. If Seller fails to promptly replace or correct any Work within the PO delivery schedule, Buyer may: (a) return, re-perform, repair, replace, or re-procure the non-conforming Work at Seller's expense; and (b) terminate this PO in accordance with the Termination for Default Clause established herein. Should Buyer's customer or other circumstances require acceptance of non-conforming Work, payment will be made at an equitable reduction in price.

21. F.O.B., Title, and Risk of Loss: Unless this PO specifically provides otherwise, the FOB point shall be the Buyer's location designated on the face of this PO. Title to Work delivered under this PO shall pass to Buyer upon formal acceptance, regardless of when or where Buyer takes physical possession, unless the PO specifically provides for earlier passage of title. Risk of loss or damage to the Work shall remain with the Seller until, and shall pass to Buyer, upon the latter of acceptance or delivery to the FOB point. The risk of loss of nonconforming Work remains with the Seller until cure and acceptance of conforming Work. A reference on the PO to "FOB Origin" shall be considered FOB Shipping Point-Freight Allowed (SPFA), and the total amount paid by Buyer for the freight shipment(s) of the Work shall be deducted from the Seller's invoice(s) when payment is made by Buyer.

22. Invoices and Payment: (a) Seller shall prepare at time of shipment (or delivery at F.O.B. Origin) full and complete invoices for the Work performed and shall deliver one (1) legible copy of invoices by mail or email as directed in the PO. Seller shall verify email address accuracy to avoid payment delays. Seller shall be paid the prices stipulated herein for supplies delivered and accepted, less applicable deductions, if any. Buyer has no obligation to pay for items not included in the PO. Payment due date, including prompt payment discounts, shall be based on the date Work is received or completed, or the date a correct invoice is received, whichever is later. For purposes of earning the discount, payment is deemed made on the date of mailing Buyer's check or completion of wire transferred funds. Buyer may, at its option, make payment to the Seller prior to the delivery and/or acceptance of Work.

(b) Each Seller invoice shall be for delivery/completion of Work on only one PO. Seller shall limit the number of submitted invoices on this PO to one (1) per month, with multiple items on a given invoice. Each Seller invoice shall contain as a minimum the PO number and total invoice amount, and for each Work item include: PO line item, Work description (including serial numbers, if required), quantity delivered and invoiced, and invoiced amount. Invoiced unit costs for each Work item must exactly match what is in the PO. Tax and freight charges, when applicable, shall be separately stated on the invoice. Unless the PO specifies otherwise, prices shall not include any sales or use taxes for which Buyer provided an exemption. Buyer shall be entitled at all times to off-set any amounts owed by Seller to Buyer against any amount payable by Buyer to Seller. Unless the PO specifies otherwise, no payment for extras shall be made unless such extras and the price therefore are authorized in writing by Buyer. Unless specified otherwise on the face of the PO, terms of payment shall be net forty five (45) days from Buyer's receipt of Seller's invoice.

23. Packing, Marking, and Shipping: All Work shall be packed, marked, and shipped strictly in accordance with the requirements specified in the PO. If no specific instructions are provided, utilize good commercial practices to ensure protection in shipment and storage and compliance with applicable Laws. Any expense incurred by Buyer as a result of improper preservation, packaging, packing, marking, or method of shipment shall be reimbursed by Seller. No separate or additional charge is payable by Buyer for containers, crating, boxing, bundling, dunnage, drayage, or storage unless specifically stated in the PO. Seller will strictly adhere to Buyer's routing instructions on the PO. Seller shall forward to Buyer, with invoice, the express receipt of bill of lading; signed by the carrier evidencing the fact that shipment was made. On containers, Seller shall mark handling and loading instructions, shipping information, PO number, item and account number, shipment date, and names and addresses of Buyer and Seller. Each shipment of Work shall also include a separate packing list in a waterproof envelope or wrapper.

24. Representations, Warranties and Guarantees: By acceptance of this PO, Seller warrants for at least twelve (12) months from the date of acceptance or re-sale by Buyer, whichever is later ("**Warranty Period**"), that all Work: (a) shall be new, suitable for the uses intended, of the grade and quality specified and free from all defects in design, material and workmanship; (b) shall strictly conform to all applicable specifications, drawings, descriptions, samples furnished and other requirements of the PO; (c) shall be adequately packaged and labeled; (d) shall not infringe any patent, trademark, trade secret or copyright, or any other intellectual property, contract or other third party right; (e) shall be of good and merchantable title, free of liens and encumbrances; and (f) are not in violation of any Laws. The foregoing warranties are in addition to all other warranties, expressed or implied, and shall survive delivery, inspection, acceptance and payment by Buyer. If the Work is found not to meet the warranties and guarantees specified herein, Buyer may, within its sole discretion, return such Work to Seller at Seller's expense, for correction, replacement, re-performance or credit, plus transportation charges. If repair, or replacement, or re-performance of the Work is not timely, Buyer may elect to return,

repair, replace, or re-procure the non-conforming Work at Seller's expense. Any Work corrected, replaced, or re-performed shall be subject to the provisions of this Clause to the same extent as the Work initially furnished hereunder for the remaining Warranty Period or for six (6) months from acceptance of the corrected, replaced or re-performed Work, whichever is longer. Should Buyer's customer require acceptance of the Work not conforming to this warranty, payment will be made at an equitable reduction in price. This warranty shall run to Buyer, its successors, assigns, customers, and users of its products. These rights granted to Buyer under this Clause are in addition to any rights or remedies provided elsewhere in this PO or in law and equity and shall not be deemed to be exclusive.

25. Seller Compliance with Labor and Employment Laws: Seller and Seller Engaged Personnel are not employees of Buyer and are not entitled to any Buyer employee benefits or privileges. Seller shall comply with all applicable federal, state, and local labor and employment laws, regulations, and executive orders, including Form I-9 requirements and use of E-Verify. Seller shall pay all wages due to its employees and all related employment taxes and workers' compensation and unemployment insurance amounts. Seller shall indemnify and hold harmless Buyer against all Damages arising out of any alleged failure to comply with labor and employment laws applicable to any Seller Engaged Personnel.

26. EEO and Affirmative Action Obligations: Orbital ATK is an equal opportunity and affirmative action employer. Seller will assign Seller Engaged Personnel without regard to race, color, creed, religion, sex, national origin, disability, age, status as a covered veteran, or any other legally protected characteristic. Seller and its Subcontractors may be subject to the provisions of 41 CFR §§ 60-1.40, 60-250.4, and 60-741.4 with respect to affirmative action program requirements.

27. Assignment and Subcontracting: Seller shall not assign this PO or any rights or obligations under this PO without the prior written consent of Buyer. Any prohibited assignment under this PO shall be null and void. None of the Work to be delivered under this PO shall be acquired by Seller from a Subcontractor or third party in completed or substantially completed form without the prior written consent of Buyer.

28. Financial Responsibility: (a) Seller shall, prior to commencing work under this PO, furnish such financial data and related information as may be required by Buyer to permit a determination of financial capability/responsibility under this PO. Seller shall, at no increase in PO price, promptly submit interim financial data as may be requested by Buyer to determine continuing financial capability/responsibility during the progress of work under this PO.

(b) If Seller's financial capability/responsibility are determined by Buyer to be such as may jeopardize performance hereunder, Buyer shall have the right to request, and Seller shall promptly deliver at no increase in PO price, a complete and current manufacturing data package sufficient to enable Buyer to complete or have completed the Work hereunder. Upon such request by Buyer, Seller thereby grants to Buyer a non-exclusive royalty-free license and rights under such data and patents, if furnished hereunder. Buyer agrees that, so long as Seller is not in default, Buyer will not use the drawings for such manufacture. Upon completion and acceptance by Buyer of the Work required to be performed hereunder, Buyer shall return to Seller such manufacturing data package.

29. Liens: Seller agrees that no liens, security interests, encumbrances or property rights of any kind ("**Liens**") shall lie or attach upon or against the Work or any Buyer Property, or any part thereof, for or on account of any work performed, provided, or service furnished by Seller pursuant to this PO. If any Lien is asserted against the Work or Buyer Property, or any part thereof, Buyer shall have the right to discharge the same by filing a bond or security, or in its discretion, by paying the amount of such claim, and in such event, Buyer shall have the right to deduct from the PO price the amount thus paid. If the PO price has been paid, Seller shall repay to Buyer, upon demand, the amount thus paid by Buyer for the purpose of discharging such claim, plus all administrative and legal expenses incurred by Buyer.

30. Applicable Laws: Irrespective of the place of performance, this PO shall be governed by and construed according to the laws of the State in which resides Buyer's facility which issued the PO, without regard to the State's conflict of laws provisions, except that when Federal law of US Government contracts exists on substantive matters requiring construction under the PO, such Federal law shall apply in lieu of State law. The parties expressly reject the application of the United Nations Convention of Contracts for the International Sale of Goods to this PO.

31. Records: Unless a different period is set forth elsewhere in this PO, Seller shall retain all pertinent books, documents, papers, and records involving transactions related to this PO for a period of six (6) years after final payment on this PO. At the conclusion of this time period, Seller shall make written request to the Procurement Representative, for permission to (1) destroy such records; (2) package and ship same to Buyer; (3) maintain said records at Seller's facilities; or (4) any combination of the above.

32. Termination for Convenience: (a) Buyer may terminate performance of Work under this PO in whole or, from time to time, in part when Buyer determines that it is in its best interest. Buyer shall terminate by issuing to the Seller a "Notice of Termination" specifying the extent of termination and effective date.

(b) After receipt of a Notice of Termination, and except as directed by Buyer, the Seller shall immediately proceed with the following obligations in addition to any specifically included in the Notice of Termination: (1) Stop work as specified in the Notice of Termination; (2) Place no further subcontracts or orders except as necessary to complete the continued portion of this PO; (3) Terminate all subcontracts to the extent they relate to the Work terminated; (4) Complete performance of the Work not terminated; (5) As directed by Buyer, transfer title and deliver to Buyer: (i) the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated, and (ii) the completed or partially completed plans, drawings, information, and property that, if the PO had been completed, would be required to be furnished to Buyer; and (6) Comply with the instructions by Buyer in the Notice of Termination and any subsequent written instructions.

(c) Seller shall submit a final termination settlement proposal to Buyer in the form and with the certifications prescribed by Buyer. Seller shall submit the proposal promptly, but no later than ninety (90) calendar days from the Notice of Termination. If the Seller fails to submit the proposal

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within the time allowed, Buyer may determine, on the basis of information available, the amount, if any, due the Seller because of the termination and shall pay that amount. Such determination shall be conclusive.

(d) Subject to paragraph (c) of this Clause, the Seller and Buyer may agree upon the whole or any part of the amount to be paid or remaining to be paid due to the termination. The Seller shall be reimbursed for actual, reasonable, and allowable cost incurred up to the date of termination plus a reasonable profit on work performed (a loss rate would apply if the Seller would have sustained a loss on the entire PO had it been completed) not to exceed the total price to be paid for the remaining Work on the PO. In no event shall Buyer be obligated to pay for Seller's anticipatory profit or unabsorbed overhead on the Work terminated. Unless a later date is determined by Buyer, if within ninety (90) days of the Notice of Termination or the Seller's Settlement Proposal, whichever is later, the Seller and Buyer have not agreed on the entire amount to be paid, Buyer shall pay the Seller the amount determined by Buyer to be due the Seller. Failure of the parties to reach agreement shall be a dispute under the "Disputes" Clause. A dispute shall not excuse Seller's obligation to continue performance on any non-terminated portion of this PO.

33. Termination for Default: (a) Buyer may, subject to paragraphs (d) and (e) of this Clause, by written notice of default to the Seller, terminate this PO in whole or in part if the Seller: (1) Fails to deliver the Work within the time specified in this PO or any extension; (2) Fails to make progress, so as to endanger performance of any Work and/or this PO; (3) Fails to perform or breaches any of the provisions of this PO; or (4) Files a petition of any type as to its bankruptcy, is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors or goes into liquidation or receivership.

(b) Buyer's may terminate this PO under paragraphs (a) (2) and (a) (3) of this Clause if the Seller does not cure such failure within ten (10) days (or more if authorized in writing by Buyer) after receipt of the notice from Buyer specifying the failure.

(c) If Buyer terminates this PO in whole or in part, it may acquire, under the terms and in the manner Buyer considers appropriate, Work similar to those terminated, and the Seller will be liable to Buyer for any excess costs of such Work. However, the Seller shall continue the Work not terminated.

(d) Except for defaults of Subcontractors at any tier, the Seller shall not be liable for any excess costs if the failure to perform the PO arises from causes beyond the control and without the fault or negligence of the Seller. Examples of such causes include: (1) acts of God or public enemy; (2) acts of the Federal Government in its sovereign or contractual capacity; (3) fires or floods; (4) epidemics; (5) quarantine restrictions; (6) freight embargoes; and (7) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Seller.

(e) If the failure to perform is caused by the default of a Subcontractor at any tier, and if the cause of the default is beyond the control of both the Seller and Subcontractor, and without the fault or negligence of either, the Seller shall not be liable for any excess costs for failure to perform, unless the subcontracted Work were obtainable from other sources in sufficient time for the Seller to meet the required delivery schedule.

(f) If this PO is terminated for default, Buyer may require the Seller to transfer title and deliver to Buyer, as directed by Buyer, any completed Work and partially completed Work that the Seller has specifically produced or acquired for the terminated portion of this PO. Upon direction of Buyer, the Seller shall also protect and preserve property in its possession in which Buyer has an interest.

(g) Buyer shall pay the PO price for completed Work delivered and accepted. Seller and Buyer shall agree on the payment for other Work delivered and accepted and for the protection and preservation of all Work not yet delivered to Buyer. Failure to agree will be a dispute under the "Disputes" Clause. Buyer may withhold from these amounts any sum Buyer determines to be necessary to protect Buyer against loss due to outstanding liens or related claims.

(h) If, after termination, it is determined that the Seller was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Buyer. Seller agrees that any assistance given them by Buyer on this PO or any acceptance of delinquent or nonconforming Work will be solely for the purpose of mitigating damages. It is not the intention of Buyer to condone any delinquency, waive any defect, or waive any rights Buyer has under this PO. The rights and remedies of Buyer in this Clause are in addition to those provided by law or under this PO.

34. Buyer Property: (a) Buyer may provide or make available to Seller certain real or personal property or material owned by either Buyer or its customer, including without limitation, tooling and raw material inventories ("**Buyer Property**"). Buyer Property also includes items Buyer or its customer may take title to in accordance with the terms of this PO. Buyer Property shall be used only for the performance of this PO. Buyer shall at all times retain title to Buyer Property, which title shall not be affected by the incorporation or attachment thereof to any other property; nor shall such Buyer Property or any other part thereof be or become a fixture or lose its identity as Buyer Property by reason or affixation to any realty. Seller shall manage, maintain, and preserve Buyer Property in accordance with good commercial practice. Seller shall dispose of Buyer Property (including scrap) only in accordance with Buyer's direction. Seller's property records for equipment shall include a complete, current, auditable record of all Buyer Property transactions and shall include: ownership, description (including identification and serial numbers), quantity, unit cost, accountable contract number/code, location, disposition, inventory date, and traceability to shipping, receiving, storage, and utilization documents. Such records shall be available for Buyer review. Seller shall provide to Buyer an equipment inventory listing on an annual basis by 15 September. Seller shall clearly mark (if not so marked) all Buyer Property (wherever practical each individual item thereof) to show its ownership as "Property of Orbital ATK Inc." or as otherwise directed for property of Buyer's customer. Seller shall not substitute any property for Buyer Property.

(b) Unless otherwise provided on the face of this PO, all Buyer Property shall be provided "AS IS" and without warranty. Buyer shall have access at all reasonable times to the premises on which Buyer Property is located for the purpose of inspecting or retrieving the Buyer Property when deemed necessary by Buyer. Buyer Property, while in Seller's custody or control, shall be held at Seller's risk and Seller shall be responsible for any loss, damage, or destruction thereof except for reasonable wear and tear, and except to

the extent that such property is reasonably consumed in the performance of this PO. Seller shall immediately notify the Buyer if Buyer Property is lost, damaged, or destroyed.

(c) In the event that Buyer provides to Seller property or material owned by the US Government, or if Buyer otherwise acquires property to which title is held by the US Government (collectively "**Government Property**"), Seller shall establish and maintain a property system in accordance with FAR Part 45. If Seller acquires Government Property from a source other than the Buyer, Seller promptly shall furnish to Buyer copies of purchase orders, work orders, receiving reports or other pertinent data reasonably needed to facilitate Buyer's addition of these items to its own Government Property records. If the Seller has a US Government-approved Property Control System ("**System**"), Seller shall keep Buyer informed of the Government approval status of that System. In the event that the US Government determines Seller's System to be "unsatisfactory", or that three or more separate categories of the System are "unsatisfactory", Seller shall notify Buyer immediately and provide a copy of the US Government's findings and the Seller's corrective action plan.

(d) In addition to this Clause, the Government Property clause incorporated by reference into this PO shall apply to Government Property.

35. Export Compliance: (a) Seller understands its obligations to comply with the International Traffic in Arms Regulations ("**ITAR**") and the Export Administration Regulations ("**EAR**"). If Seller is a US company that engages in the business of either manufacturing or exporting Defense Articles or furnishing Defense Services, the Seller certifies by acceptance of this PO that it shall maintain an active registration with the US Department of State Directorate of Defense Trade Controls throughout the performance of Work under this PO.

(b) Seller shall control the disclosure of and access to Defense Articles, Commodities, Technology, and Software (collectively, "**Export Controlled Items**") received under this PO in accordance with US export control laws and regulations, including but not limited to the ITAR and EAR. Seller agrees that no Export Controlled Items provided by the Buyer in connection with this PO shall be provided to any non-US Persons, including without limitation, a foreign subsidiary of Seller, without the express written authorization of the Buyer and the Seller's obtaining of the appropriate export authorizations.

(c) It shall be the responsibility of Buyer to notify and properly mark all Export Controlled Items provided under this PO to Seller in accordance with the ITAR and EAR. If any Export Controlled Item is received by the Seller from the Buyer and is not so marked, the Seller shall request from the Buyer, and the Buyer shall provide the Seller with the proper jurisdiction and classification prior to the Seller releasing the Export Controlled Item to a non-US Person in accordance with the terms herein.

(d) Seller shall immediately notify Buyer if it is or becomes listed on any Excluded or Denied Party List of an agency of the US Government or its export privileges are denied, suspended, or revoked. Should the Seller's Work originate from a foreign location, such Work may also be subject to the export control laws/regulations of the country in which the Work originates. Seller agrees to comply with all applicable export control laws/regulations of that originating country.

(e) The Buyer may be required to obtain information concerning nationality or export status of Seller Engaged Personnel. Seller agrees to provide such information as necessary and certifies the information to be true and correct. Seller shall defend, indemnify and hold harmless Buyer for all Damages that may be imposed on or incurred by the Buyer in connection with Seller's violations of export and import laws and regulations.

(f) In the event Seller is shipping any Work to Buyer from a location outside the US, Seller or Seller Engaged Personnel must be listed as the importer of record and fulfill all applicable customs entry requirements. Seller must notify the Procurement Representative in writing no less than five (5) days prior to such shipment.

(g) As used in this Clause, the following terms are defined in the referenced regulations: "**Defense Article**" (ITAR: 22 CFR §120.6), "**Commodity**" (EAR 15 CFR Part 772), "**Technology**" (EAR Part 772), "**Software**" (ITAR § 121.8(f) and EAR Part 772), "**Defense Services**" (ITAR §120.9), and "**US Person**" (ITAR §120.15).

36. Foreign Personnel: If the Work includes software maintenance support, Seller agrees that all "On Call" Technical Service numbers will be in the US and that only US Persons will monitor Buyer technical calls due restrictions on receiving export controlled technical data.

37. Prohibited Software: (a) Seller shall not use Prohibited Software in connection with this PO or deliver Prohibited Software or any Work containing Prohibited Software to Buyer unless Seller has the prior written consent of Buyer. Prohibited Software means any software that: (1) Seller does not have full rights to either sell to Buyer or license to Buyer as may be specifically provided for in this PO; (2) may cause harm to the Buyer – such as a virus, worm, malicious logic, trap door, software lock, trojan horse, etc; (3) may interfere or disable the delivered software/Work from accomplishing its intended purpose and; (4) incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (a) open source, publicly available, or "free" software, library or documentation, or (b) software that is licensed under a Prohibited License, or (c) software provided under a license that (i) subjects the delivered software to any Prohibited License, or (ii) requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge, or (iii) obligates Buyer to license, sell, loan, distribute, disclose or otherwise make available or accessible to any third party the delivered software, or any portion thereof, in object code and/or source code formats, or any products or Work incorporating the delivered software, or any portion thereof, in object code and/or source code formats.

(b) Seller agrees to defend, indemnify, and hold harmless Buyer, its customers and suppliers from and against any Damages relating to the use of Prohibited Software in connection with this PO or delivery of Prohibited Software or Work containing Prohibited Software. As used herein, "Prohibited License" means the General Public License ("GPL") or Lesser/Library GPL, the Artistic License (e.g., PERL), the Mozilla Public License, the Netscape Public License, the Sun Community Source License, the Sun Industry Standards License, or variations thereof, including without limitation licenses referred to as "GPL-Compatible, Free Software License."

38. Insurance: (a) Seller shall secure and keep in force during the term of this PO, and Seller shall require all Subcontractors, prior to commencement of an agreement between Seller and the Subcontractor, to secure and keep in force during the term of this PO, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in the relevant state(s) of operation under this PO, the following insurance coverages:

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(1) Commercial general liability (ISO form CG 0001 12/04 or newer equivalent), including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$5 million per occurrence, and a \$5 million general aggregate, and a \$5 million products / completed operations aggregate, unless other values are specified in the PO. Products / completed operations coverage must be maintained for a minimum of two (2) years past the end of this PO. [Item (1) is not required for (a) Work that consists solely of the delivery of standardized, commercial off-the-shelf ("COTS") items; (b) maintenance and repair work performed on Buyer property not directly in support of a prime contract, and (c) the purchase of non-modified commodity materials.]

(2) Aviation liability, including Aircraft Products and Completed Operations, with a minimum limit of \$10 million per occurrence and in the aggregate, unless otherwise specified in the PO. Such insurance shall remain in effect for two (2) years after the expiration or termination of this PO. In addition, for any Seller who will be responsible for aircraft in their care, custody and control, Hangarkeeper's Liability Insurance with a limit of at least the value of the aircraft. [Item (2) is only required for Work that includes the sale of non-COTS products, component parts, materials (except non-modified commodity materials) or services to be incorporated or applied to aviation products.]

(3) Errors and omissions or professional liability covering the Seller's scope of work under this PO. Coverage limits must be at least \$5 million per claim or per occurrence, and not less than a \$10 million annual aggregate limit, unless other values are specified in the PO. If coverage is on a "claims-made" basis, equivalent coverage must be maintained in force for a minimum of two (2) years after the termination of this PO. [Item (3) is only required for Work that includes product or process design services.]

(b) The insurance coverages listed above are subject to the following additional requirements: 1) any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Seller; 2) this insurance must be placed with insurers rated "A-" or better by A.M. Best Company, Inc. Less than an "A-" rating must be approved by Buyer; 3) the duty to defend, indemnify, and hold harmless Buyer under this PO shall not be limited by the insurance required in this PO; 4) Buyer and its subsidiaries, officers, and employees shall be endorsed as an additional insured on the applicable commercial general liability and/or Aviation liability policies, including any excess policies to the extent applicable. Buyer shall have all the benefits, rights and coverages of an additional insured under these policies.

(c) The insurance required in this PO, through a policy or endorsement, shall include: 1) Subrogation terms that allow Seller to waive the insurer's rights of recovery against Buyer; 2) a provision that Seller's insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by Buyer and that any insurance, self-insurance or self-retention maintained by Buyer shall be in excess of the Seller's insurance and shall not contribute with it; 3) severability of interests wording in all policies and endorsements; The legal defense provided to Buyer under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for Buyer is necessary.

(d) The insolvency or bankruptcy of the insured Seller shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Seller from meeting the retention limit under the policy. The Seller shall furnish a certificate of insurance to the Buyer upon request. Failure to effect, maintain, and provide evidence of the insurance required in this PO is a material breach of contract entitling Buyer to terminate this PO immediately. Limits required may be met by any combination of primary and umbrella/excess insurance.

39. Miscellaneous: If any part, term, or provision of this PO shall be held void, illegal, unenforceable, or in conflict with any Laws having jurisdiction over this PO, the validity of the remaining portions of provisions shall not be affected thereby. The parties agree, to the extent possible, to include a replacement provision, construed to accomplish its originally intended effect, that does not violate such Laws. Upon termination of this PO for any reason, Clauses 7, 11 through 16, 24, 31 and 35 shall survive.

40. Additional Flowdown Clauses: In the event that any clause which is not already incorporated herein is required to be included in this PO by applicable Law, a prime contract, or higher-tier subcontract, or in the event that Buyer's prime contract or higher-tier subcontract is modified subsequent to the effective date of this PO so as to modify or add any additional such clause or requirement, Seller agrees to enter into a modification of this PO to insert any such clause or requirements. If any such additional clause or requirement causes an increase or decrease in the cost of, or the time required, for the performance of any part of the Work under this PO, an equitable adjustment shall be made in the PO price or delivery schedule, or both, pursuant to Clause 3, Changes.