

NORTHROP GRUMMAN SYSTEMS CORPORATION
INFORMATION SYSTEMS
PURCHASE ORDER SUPPLEMENTAL CONDITIONS
PSS/T-2 COMMERCIAL FIXED-PRICE – SUPPLY

The following special and supplemental clauses are only applicable when PSS/T-2 is invoked on the Purchase Order and to the extent they relate to the described covered action and are otherwise self-deleting.

IS016-As applicable

No-Cost Loaner

Supplier agrees to deliver and install described item(s) for a period of days, ending at no charge to NGIS and with no obligation on the part of NGIS to purchase. NGIS is released from all responsibility for physical loss or damage and insurance for such item(s), injury to or death of any person(s) or damage to the property of any person(s), occurring during periods of transportation, installation, use, or removal of it, except when such loss, damage, injury or death is due the fault or negligence of Northrop Grumman. Negotiations for purchase or return of described item(s) will commence days before aforementioned expiration date. Supplier will provide insurance coverage for the loan item(s).

IS037-ALL (Unless otherwise provided for on PR)

No Partial Deliveries

Seller shall advise buyer if unable to furnish the total quantity requested. Incomplete deliveries are unacceptable unless approved in advance by the authorized buyer.

IS040 –As applicable

Advise Price & Repair P.O.

Seller to perform tear down and inspection at no charge to buyer and quote a firm price for repairs. No other work shall be performed and no costs for buyer's account shall be incurred until authorization is granted by buyer's duly executed written or verbal P.O. Buyer shall not be obligated to authorize any repair work hereunder. Seller assumes full responsibility for loss or damage to buyer's property while such property is in the seller's custody.

IS064 – ALL (Unless otherwise provided for on PR)

COTS Suppliers

Supplier shall provide buyer 60 day notice if the product(s) being delivered on the purchase order are going to have a change in form, fit, or function. Supplier is also required to give buyer 60 day notice of any product obsolescence issues

IS070-As applicable

Bailed Property –Contractor Furnished Supplies, Materials or Equipment

All supplies, materials, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items purchased, either directly or indirectly, by Buyer and/or furnished or delivered to Supplier to perform the Purchase Order, or for which Supplier has been reimbursed by Buyer (collectively referred to as "Bailed Property"), shall be and remain the property of Buyer. Supplier shall bear the risk of loss of and damage to Bailed Property in Supplier's possession, custody or control. Bailed Property shall at all times be properly housed and maintained by Supplier; shall not be used by Supplier for any purpose other than the performance of this Purchase Order; shall be deemed to be property; shall be conspicuously marked "PROPERTY OF NORTHROP GRUMMAN CORPORATION" by Supplier; shall not be commingled with the property of Supplier or with that of any third person; and shall not be moved from Supplier's premises without Buyer's prior written approval. Upon the request of Buyer, Bailed Property shall be immediately released to Buyer or delivered to Buyer by Supplier, at Buyer's direction and expense. Buyer shall have the right to enter onto Supplier's premises at all reasonable times to inspect Bailed Property and Supplier's records with respect thereto. Supplier agrees that it will comply with the obligation hereunder to release Bailed Property notwithstanding any offsetting claim it might have against Buyer and that Supplier shall be liable for any loss or damage to Buyer resulting from Supplier's failure to release Bailed Property when requested.

IS071 Warranty of Authenticity - ALL

Warranty of Authenticity

"Supplier warrants that all products delivered under this order are new and in their original packaging. No substitutions are to be supplied without the Buyer's prior written consent. Supplier certifies that the products are genuine products authorized by the Manufacturer and are entitled to the full Manufacturer's warranty and service including any related software."

IS072 SCATS Shipping Instructions - ALL

SCATS SHIPPING INSTRUCTIONS

SHIP PRODUCTS VIA THE FOLLOWING METHODS ONLY:

DOMESTIC SHIPMENTS (U.S. including Puerto Rico) require utilization of the on-line web based Supply Chain Active Tracking System (SCATS). Access to SCATS may be obtained at the on-line application at <http://glovill.com/scatslogin>. The Technical Assistance Center (TAC) is available at 925-543-0270 for SCATS log-in or process assistance. Northrop Grumman Transportation Management contact is George Mansfeld (310) 764-3429.

Consolidating Shipments

Please consolidate all shipments consigned to the same place on the same day on the same Shipment Authorization (SCATS) or Bill of Lading unless different service modes are required to meet varying delivery commitments or material handling requirements.

NO OTHER CARRIERS OR COD DELIVERIES ARE ACCEPTABLE. PLEASE NOTE THAT YOU CANNOT SHIP PRODUCTS VIA OVERNIGHT (PRIORITY) WITHOUT PRIOR AUTHORIZATION FROM AN AUTHORIZED BUYER WITH NGIS.

IS080 Suspect/Counterfeit Parts - ALL

SUSPECT/COUNTERFEIT PARTS

Seller represents and warrants that it has policies and procedures in place to ensure that none of the supplies or materials furnished under this Purchase Order are "suspect/counterfeit parts" and certifies, to the best of its knowledge and belief, that no such parts have been or are being furnished to Buyer by Seller. "Suspect/counterfeit parts" are parts that may be of new manufacture, but are misleadingly labeled to provide the impression they are of a different class or quality or from a different source than is actually the case. They also include refurbished parts, complete with false labeling, that are represented as new parts or any parts that are designated as suspect by the U.S. Government, such as parts listed in alerts published by the Defense Contract Management Agency under the Government-Industry Data Exchange Program (GIDEP). If Buyer reasonably determines that Seller has supplied suspect/counterfeit parts to Buyer, Buyer shall promptly notify Seller and Seller shall immediately replace the suspect/counterfeit parts with parts acceptable to Buyer. Notwithstanding any other provision contained herein, Seller shall be liable for all costs incurred by Buyer to remove and replace the suspect/counterfeit parts, including without limitation Buyer's external and internal costs of removing such a counterfeit parts, of reinserting replacement parts and of any testing necessitated by the reinstallation of Seller's goods after counterfeit parts have been exchanged. Seller's warranty against suspect/counterfeit parts shall survive any termination or expiration of this Purchase Order.

Where Identified on PR.

Orders which require special packaging or care.

[ISF P411](#) 01/01/10 Packaging, Packing, Marking and Bar Coding

Procurements with Special Quality Assurance Requirements

[ISF P318](#) 10/01/10 Procurement Quality Clauses