

## Terms & Conditions

### Goods under Government Contracts

**1. Parties.** For the purposes of this order (“Order”), Buyer shall refer to the party identified under “Bill To” and Seller shall refer to the party identified under “Order To.”

**2. Acceptance.** This Order is subject to immediate acceptance. Until so accepted, Buyer reserves the right to cancel without incurring any liability whatsoever. Acceptance of this Order by Seller will be by either (a) a signed written acceptance, or (b) any performance by the Seller.

**3. Entire Agreement.** This Order as executed by Buyer constitutes the entire agreement between the parties. Each shipment received by Buyer from Seller shall be deemed to be subject to these terms and conditions, as shall all replacement and repaired goods received by Buyer from Seller. If the parties have previously entered into a valid written subcontract which is currently in effect covering the items described in this Order, or are otherwise subject to separate terms and conditions as a result of a subcontracting relationship (“Subcontract”), then the written contract or terms and conditions of the Subcontract shall control and supersede any terms or conditions herein that are in conflict with such Subcontract, but all other terms and conditions of this Order shall remain in effect.

Buyer hereby objects to and rejects any inconsistent terms contained in any acknowledgement, invoice or other communication from Seller and the parties agree that such inconsistent terms shall not be part of this Order. Buyer’s acceptance, payment or any similar act shall not be deemed as agreement to Seller’s inconsistent terms. Seller and Buyer agree that this Order shall supersede all prior or contemporaneous understandings, agreements (other than a Subcontract), negotiations, representations and warranties, and communications, both written and oral, between the parties with respect to the subject matter of this Order. This Order expressly limits Seller’s acceptance to the terms of this Order, which shall prevail over any terms or conditions contained in any other document (other than a Subcontract), and expressly exclude any of Seller’s general terms and conditions of sale or any other document issued by Seller in connection with this Order.

**4. Changes.** This Order can only be modified by a written instrument duly executed by an authorized representative of Buyer (“Change Order”). Buyer reserves the right to issue a Change Order to modify the descriptions as to any goods covered by this Order, scheduled deliveries and/or quantity. Seller shall notify Buyer of any proposed changes to the goods covered by this Order, including but not limited to changes to the materials and/or processes, and obtain prior written approval before the implementation of such change. Any difference in price or time for performance resulting from such changes shall be equitably adjusted at the time of such change, and this Order shall be modified by the issuance of a Change Order accordingly.

**5. Section Modification Required by Buyer’s Customer.** Seller agrees to incorporate any revised section or additional section into this Order by the issuance of a Change Order as Buyer may reasonably deem necessary to enable Buyer to comply with the provisions of the higher-tier contract with any of Buyer’s clients or customers, which originated the need for executing this Order and any modifications thereto. If any such revised section

or additional section causes any increase or decrease in the cost of or time required for performance of this Order, an equitable adjustment shall be made in accordance with the procedures of Section 4 hereof.

**6. Delivery.** Time is of the essence in the performance of this Order by Seller. Delivery is to be made both in quantities and at times specified in this Order. If Seller's delivery shall fail to meet schedule, Buyer, without limiting its other rights or remedies, may (a) deduct one (1) percent per day from the price of the goods stated in this Order, starting with the eleventh (11<sup>th</sup>) day past schedule, up to a maximum of ten (10) percent, as follows:

Days Late	% Deducted	Days Late	% Deducted
11	1%	16	6%
12	2%	17	7%
13	3%	18	8%
14	4%	19	9%
15	5%	20+	10%

(b) terminate the Order immediately by providing written notice to Seller; or (c) may direct expedited routing, and any excess cost incurred thereby shall be debited to Seller's account. Buyer shall not be liable for Seller's commitments or production arrangements in excess of the amount, or in advance of the time, necessary to meet Buyer's delivery schedule. Goods delivered in advance of schedule may, at Buyer's option, (a) be returned at Seller's expense for proper delivery; (b) have payment therefor withheld by Buyer until the date that goods are actually scheduled for delivery; or (c) be placed in storage for Seller's account until delivery date specified herein.

**7. Certificate of Conformance.** Each shipment must be accompanied by a minimum of one (1) legible and reproducible Certificate of Conformance (“C of C”) that includes a statement that the items produced were from materials which conform to all applicable specifications, the country of origin, the country of manufacture and the Export Commodity Classification Number. The C of C must be signed and dated by an authorized quality officer of Seller. The C of C must also indicate:

a. From Original Manufacturer - specific data or other objective evidence that the material conforms to the applicable specifications and Order requirements will be available for examination upon request. The C of C shall also provide the specification revision level, lot or date-code and test acceptance data.

b. From a Distributor – the original manufacturer's name and provide the specification revision level, lot or date-code and test acceptance data.

**8. Packing, Marking and Shipping.** All goods shall be suitably packed using best commercial practices, marked and shipped in a manner to adequately protect the goods in shipment and to secure lowest transportation costs unless otherwise specified by Buyer in this Order. Packing slips shall be placed in each shipment and the Order number shall be referenced on the packing slip. No packing or related charges shall be allowed except where specifically agreed and a line item is provided in this Order for such charges. Seller shall provide Buyer prior written notice if it requires Buyer to return any packaging material, and the return of any such packaging material shall be made at Seller’s expense.

**9. Inspection.** Goods shall be subject to Buyer's reasonable inspection and approval upon and after delivery. Goods rejected upon delivery may be immediately returned to Seller. Goods rejected after delivery will be held for Seller's instructions and Buyer's reasonable expenses incurred in connection therewith shall be borne by Seller. Unauthorized shipments will be returned freight collect after seven (7) days with or without Seller's return authorization.

**10. Non-Conforming Goods.** If Buyer determines that all or any portion of the goods ordered herein fail to meet the specifications, are defective, or otherwise do not conform to the requirements of this Order, Buyer shall have the right to reject such goods. If Buyer rejects any portion of the goods, Buyer has the right to (a) rescind this Order in its entirety without incurring any liability whatsoever; (b) accept the goods at a reasonably reduced price; or (c) reject the goods and require replacements of the rejected goods. If Buyer requires replacement of the nonconforming and/or defective goods, Buyer shall provide notice to Seller. If, after notice, Seller fails to replace or correct such rejected items within the timeframe provided in the notice, such goods may be replaced or corrected (without thereby exercising wrongful ownership) by Buyer at the expense of Seller. Any goods rejected by Buyer shall be at Seller's risk and expense, and such goods shall not thereafter be tendered for acceptance unless the former rejection or requirement for correction is disclosed. Packaging and handling expense incidental thereto and applicable transportation cost shall be charged to Seller's account. Upon rejection of any goods, Buyer shall not be liable for damages or loss of anticipated profits as set forth in Section 27. For non-conformances discovered prior to shipment or delivery, Seller shall contact Buyer as soon as the non-conformance is known, to facilitate the disposition of identified non-conformances. Seller shall not ship any non-confirming goods without Buyer's prior written approval. Unless otherwise expressly granted in writing by Buyer, no relief in the established delivery schedule shall accrue by virtue of Seller having notified Buyer of the non-conformance.

**11. Warranty of Goods.** Seller expressly warrants that all goods covered by this Order (a) conform to the Seller's affirmations and promises relating to the goods; (b) conform to the descriptions, samples and models furnished by Seller or specified by Buyer; (c) are new and of merchantable quality; (d) are of good material and workmanship and free from defects; (e) are fit for any ordinary or known particular purpose; and (f) do not infringe on the intellectual property rights of any third party. Seller further warrants to Buyer that Seller has merchantable title to such goods free and clear of any liens or other encumbrances. Inspection, test, acceptance or use of the goods furnished hereunder shall not affect the Seller's obligation under these warranties, and such warranties shall survive inspection, test, acceptance of, use or payment for the goods by the Buyer.

Seller agrees to replace or correct defects in any goods not conforming to the foregoing warranties promptly, without expense to Buyer, when notified of such nonconformity by Buyer. In the event of failure by Seller to correct defects in or replace nonconforming goods promptly, Buyer, after reasonable notice to Seller, may make such corrections or replace such goods and charge Seller for the cost incurred by Buyer thereby. Buyer's approval of any sample or acceptance of any goods shall not relieve Seller from responsibility to deliver goods conforming to all warranties set forth in this Section.

**12. Warranties Cumulative.** The warranties set forth in Section 11 are cumulative and in addition to any other warranty provided by law or equity. These warranties survive any inspection, test, acceptance of, use or payment for the goods by Buyer. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the goods with the foregoing warranties.

**13. Buyer's Property, Tooling, and Other Articles.** Unless otherwise specified in this Order, all tooling and all other articles required for the performance hereof shall be furnished by Seller and shall be properly maintained and replaced when necessary at Seller's expense.

If Buyer agrees to pay Seller for such tooling and other articles, or any other property, either separately or as a stated part of the unit price of goods purchased herein, title to same shall pass to Buyer upon (a) commencement of processing for use in performance of this Order, or (b) Buyer's payment therefor, whichever occurs first.

Title to any property furnished by Buyer to Seller that Buyer already held title to shall remain with Buyer. Any such tooling, other articles, or other property shall be used only in the performance of this Order, unless otherwise provided in writing by Buyer.

Seller agrees to follow normal industrial practice in the preparation and maintenance of pertinent property control records, and shall make such records available for inspection by Buyer at all reasonable times. Seller shall store, protect, preserve, repair, and maintain such property in accordance with sound industrial practice, all at Seller's expense. In the event that Buyer's property becomes lost or damaged to any extent for any cause while in Seller's possession, Seller agrees to replace or repair such property, at Seller's expense, in accordance with Buyer's request.

After completion or termination of this Order and upon the request of Buyer, Seller shall furnish a list of such Buyer's property in the form requested by Buyer and shall make such property available for disposition by Buyer. Seller shall reimburse Buyer for any materials not returned promptly when requested by Buyer. Buyer may, at its sole discretion and by written notice, divest itself of title in favor of Seller.

**14. Invoicing Instructions.** Itemized invoices shall be emailed or mailed to Buyer at the address noted in this Order. All invoices must reference the Order number. Seller may be directed to ship small parcels and to include freight as a separate item on the invoice. A copy of the small parcel shipping papers and freight bill will be included with the invoice or the parcel.

**15. Payment Terms.** Unless otherwise stated in this Order, payment terms are 1%/10 net 45. For the purposes of this Order, "1%/10 net 45" means a one (1) percent discount if paid within ten (10) days, otherwise payment will be due within forty-five (45) days, after the latter of the submission of an invoice by Seller that complies with the requirements of this Order and applicable laws or delivery date.

**16. Taxes.** Seller's prices shall be exclusive of any federal, state, or local sales, use, or excise taxes levied upon, or measured by, the sale, the sales price, or use of goods required in the performance of this Order. Seller shall list separately on its invoice (or voucher) any such tax lawfully applicable to any such goods, and payable by Buyer, with respect to which Buyer does not furnish to Seller lawful evidence of exemption. Seller shall comply with any reasonable request by Buyer regarding payments under

protest, and regarding any refunds, claims, litigation, or proceedings with respect to any such taxes and shall make appropriate adjustments to afford Buyer the benefit of any refund or reduction in such taxes.

**17. Insurance.** Seller may not commence work (including on-site deliveries) until certificates of insurance are submitted to Buyer in a form acceptable to Buyer. By acknowledgement or commencement of work, Seller accepts Buyer's standard terms and conditions relating to insurance, which are attached to this Order as Attachment A and terms are specifically incorporated herein. Based upon the Order, additional coverages or increase of limits could be required. Any additional coverages or increase of limits required will be specified in this Order.

**18. Stop-Work Order.** The Buyer may, at any time, by written order to the Seller, require the Seller to stop all or any part of the work called for by this Order ("Stop-Work Order") for a period of up to 180 days after the Stop-Work Order is delivered to the Seller, and for any further period to which the parties may agree. The Stop-Work Order shall be specifically identified as such issued under this Section. Upon receipt of the Stop-Work Order, the Seller shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by this Order during the period of work stoppage. At the expiration of the Stop Work Order period, or within any extension of that period to which the parties shall have agreed, the Buyer shall either (a) cancel the Stop-Work Order, or (b) terminate the work covered by the Stop-Work Order.

**19. Force Majeure.** Strikes, fire, accidents or other causes beyond the reasonable control of Buyer, which shall affect Buyer's ability to receive and use the goods ordered, shall constitute valid ground for suspension of shipment pursuant to this Order without penalty to Buyer. Buyer shall notify Seller by email or letter. Buyer will not exercise this cancellation right without reimbursement to Seller for expenditures actually made for labor and materials specifically for this Order.

**20. Termination for Convenience.** Buyer may at any time terminate this Order in whole or in part for its convenience upon written notice to Seller. In the event of termination under this Section, Seller shall be entitled to reasonable termination charges consisting of a percentage of the Order price reflecting the percentage of the work performed prior to termination, plus any reasonably incurred settlement expenses. In no event shall Buyer's obligation under this Section exceed the Order value of the goods terminated. In such case, after making the corresponding payment, Buyer shall have the right, but not the obligation, to take title to the progress made by Seller in relation to the goods as of the date of termination.

**21. Failure of Seller to Perform.** If Seller fails in any respect to comply herewith or with any other contracts then existing with Buyer, Buyer may, at its option, to this Order or any such other contract pending compliance by Seller, (a) defer further receipt of deliveries to be made or (b) terminate in accordance with Section 23, in whole or in part, without incurring any liability whatsoever. Buyer's rights pursuant to this provision shall be in addition to any and all other legal or equitable remedies available to it.

**22. Insolvency.** For the purposes of this Order, Seller shall be deemed to be "Insolvent" in the following situations: (a) if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed

an act of bankruptcy or not and whether insolvent within the meaning of the Federal Bankruptcy Act or any other applicable law or not; (b) the filing of a voluntary petition to have Seller declared bankrupt, provided the bankruptcy court approves such termination, to the extent required by the bankruptcy court; (c) the appointment of a receiver or trustee for Seller; or (d) the execution by Seller of an assignment for the benefit of creditors. In the event that Seller becomes Insolvent, Seller agrees to immediately notify Buyer in writing.

**23. Termination for Default.** Buyer may terminate this Order in whole or in part for default and without incurring any liability whatsoever, in the event of the occurrence of any of the following: (1) Insolvency of the Seller; or (2) Failure of Seller per the terms of this Order to (a) deliver the goods within the time specified in this Order and any authorized extension, (b) make progress so as to endanger the performance of this Order, or (c) perform to any other substantive or material provisions of this Order. In the event of a termination for default under (2) of this Section, Buyer may procure or otherwise obtain, upon such terms and in such manner as Buyer may deem appropriate, goods similar to those terminated, and Seller shall be liable to Buyer for any excess costs of such similar goods. The Seller shall diligently proceed with performance of any portion of the work not terminated as per the provisions of this Order. If, after a termination for default under this Section, it is determined that Seller was not in default, the termination will be deemed for Buyer's convenience and the rights and obligations of the parties will be set forth in Section 20.

**24. Disputes.** The parties shall attempt in good faith to resolve any disputes arising out of or relating to this Order by negotiation between individuals who have authority to settle the controversy. In the event of any dispute arising out of or relating to this Order that cannot be settled by mutual agreement after negotiating in good faith for thirty (30) days, then Buyer shall issue a decision with respect to such dispute which shall be final, conclusive, and binding on both parties.

**25. Governing Law.** The rights and obligations of the parties to this Order shall be governed by, and construed in accordance with, the laws of the State of Oklahoma, without regard to its choice of law provisions.

THE PROVISIONS AND APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS ARE EXPRESSLY EXCLUDED BY THE PARTIES.

**26. Attorney's Fees.** In any legal action initiated by Buyer or Seller relating to this Order, Buyer, if it prevails in such action, shall be entitled to recovery of all its costs incurred in such legal proceeding, including reasonable legal fees, expenses, court costs, and witness, expert and consulting fees.

**27. LIMITATION OF LIABILITY.** IN NO EVENT SHALL BUYER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE OR INDIRECT DAMAGES OR LOSS OF ANTICIPATED PROFITS SUSTAINED BY SELLER, ITS SUBCONTRACTORS OR ANY RELATED THIRD PARTY REGARDLESS OF THE FORESEEABILITY OF SUCH DAMAGES AND THE LEGAL THEORY APPLICABLE TO THE SPECIFIC SITUATION.

**28. INDEMNITY.** SELLER SHALL DEFEND, INDEMNIFY, AND HOLD BUYER, AND BUYER'S AFFILIATES, SUBSIDIARIES, SUCCESSORS, AND

ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, SUITS, JUDGMENTS, FINES, PENALTIES, OR ANY OTHER LOSS INCLUDING COSTS, EXPENSES AND ATTORNEYS' FEES ARISING OUT OF OR OCCURRING IN CONNECTION WITH SELLER'S BREACH OF THE TERMS AND CONDITIONS OF THIS ORDER, SELLER'S BREACH OF ANY WARRANTY MADE IN THIS ORDER, SELLER'S INFRINGEMENT OR VIOLATION OF THE RIGHT OF ANY PERSON, SUCH AS UNDER ANY PATENT, TRADEMARK OR COPYRIGHT LAWS, AND/OR SELLER'S NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS ARISING OUT OF OR RELATING IN ANY WAY TO THIS ORDER. ALL INDEMNIFICATION OBLIGATIONS OF SELLER SHALL EXTEND TO THE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS OF THE BUYER AND SHALL CONTINUE NOTWITHSTANDING COMPLETION, ACCEPTANCE OR PAYMENT RELATING TO THIS ORDER.

**29. Intellectual Property.** For the purposes of this Order, "Intellectual Property" shall include but will not be limited to all ideas, discoveries, concepts, trademarks registered or not, all the inventions (patented or not), industrial designs, utility models, commercial names, such as all type of patrimonial rights of works and creations protected under the applicable laws regarding copyrights and other forms of intellectual property or industrial property recognized or that may be recognized by the applicable laws. Nothing in this Order is intended to confer on the Seller any rights (of ownership, use, transfer or otherwise) on the Intellectual Property rights of the Buyer. The Seller assumes the obligation not to use, commercialize, distribute, assign, donate, or in any other way dispose of any Intellectual Property owned by the Buyer. All Intellectual Property rights created or generated as a result of the performance of the parties' obligations in this Order shall solely belong in full ownership to the owner of the Intellectual Property rights that such new rights derive from. If there are reasonable doubts on the source of the new Intellectual Property rights, the parties agree that such rights will belong to the Buyer.

SELLER AGREES, AT ITS OWN EXPENSE, TO DEFEND ANY SUIT OR ACTION AGAINST BUYER OR AGAINST THOSE SELLING OR USING THE GOODS COVERED BY THIS ORDER FOR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT (INCLUDING BUT NOT LIMITED TO PATENTS OR INVENTION RIGHTS) ARISING FROM THE SALE OR USE OF SUCH GOODS, AND TO INDEMNIFY AND SAVE BUYER HARMLESS FROM ANY DAMAGES, LIABILITIES, CLAIMS, LOSSES, AND EXPENSES (INCLUDING ATTORNEYS' FEES) PAID OR INCURRED BY BUYER IN CONNECTION WITH ANY SUCH SUIT OR ACTION, WHETHER AGAINST BUYER OR AGAINST THOSE SELLING OR USING THE GOODS COVERED BY THIS ORDER.

**30. Assignability.** Neither this Order nor any right or duty pursuant to this Order shall be assignable or delegable in whole or in part by Seller or by operation of law, without the prior written consent of the Buyer. Any such purported assignment without such consent shall be void. Buyer shall have the right to assign the rights or delegate the duties arising from this Order to any third party without the approval of the Seller, by providing written notice of the corresponding assignment or delegation to Seller.

**31. Waivers.** Waiver by either party of any default hereunder by the other party shall not be deemed waiver of any subsequent default.

**32. Confidential Information.** Seller shall treat all information Buyer furnishes as a result or regarding this Order as confidential, included but not limited to drawings, materials, records, data, personnel information, policies, procedures, models, analyses, processes, interpretations, commercial, contractual and financial information. Seller will take care to protect such confidential information, shall not disclose the information to any third parties, and shall return the information to Buyer or destroy the information as directed and requested by Buyer. Seller shall only use the confidential information to the extent necessary to comply with its obligations under this Order.

**33. Conflict of Interest.** Seller will not use any funds received under this Order for illegal or otherwise improper purposes related to the purchase commitment. Seller will not pay any commissions, fees or rebates to any employee of the Buyer, nor favor any employee of the Buyer with gifts or entertainment of significant cost or value. If the Buyer has reasonable cause to believe that one of the above provisions has been violated, the Buyer, or its representative, may audit the records of the Seller for the sole purpose of establishing compliance with such provisions.

**34. Import and Export and Domestic Preference Compliance.** Seller shall comply with all applicable import and export laws and regulations of the United States and all other countries involved in the transactions contemplated by this Order, including but not limited to the following: Arms Export Control Act (22 U.S.C. § 2751 et seq.); International Traffic in Arms Regulations (22 C.F.R. §§ 120-130); Export Administration Act (50 U.S.C. § 2401 et seq.); Export Administration Regulations (15 C.F.R. §§ 768-799); Buy American Act (41 U.S.C. §§ 8301-8305); and their successor and supplemental laws and regulations. In no event shall Seller tender goods to Buyer that have (a) been manufactured, assembled or produced from a prohibited country in accordance with 22 C.F.R. § 126.1 of the International Traffic in Arms Regulations or an embargoed country under the Export Administration Regulation, or (b) incorporated any Specialty Metals as defined by 48 C.F.R. § 252.225-7009 of the Department of Defense Federal Acquisition Regulation Supplement ("DFARS") that are not in compliance with said DFARS. Seller represents and warrants that it is either (a) a U.S. Person as that term is defined under such applicable laws and regulations or (b) has disclosed to Buyer in writing the country in which it is incorporated or otherwise organized to do business, or if a natural person, all citizenships and U.S. immigration status.

**35. Anticorruption.** The activities of the parties must and each of the parties assumes the obligation to respect and fully comply with any and all applicable laws regarding anticorruption, including but not limited to the United States Foreign Corrupt Practices Act (15 U.S.C. § 78dd-1 et seq., as amended). The parties acknowledge and agree that, regarding all the activities they engage in under this Order, the parties, as well as their agents, representatives, employees, administrators, partners, managers, officers, lawyers and any other person that engages in activities under their representation, shall not engage in and shall refrain from any illegal or prohibited conduct or activity by the anti-corruption laws, including but not limited to: (a) making offers, promises of delivery, or deliveries of any object of value to any public official (as defined by the corresponding applicable anti-

corruption law) or political party with the purpose of obtaining or maintaining a deal, obtaining an improper advantage, or influencing any act or decision of a public official, that causes or could cause violations of the provisions of the anti-corruption laws; and/or (b) executing any bribe, incorrect payment, corruption payment or any illicit payment, to any public official or political party with the purpose of obtaining or maintaining a deal, obtaining an improper advantage, or influencing any act or decision of a public official, that causes or could cause violations of the provisions of the anti-corruption laws. The parties agree that the Buyer shall have the right to carry out all the actions necessary to verify the compliance of Seller with the provisions of this section and the corresponding applicable anti-corruption laws.

SELLER AGREES TO HOLD HARMLESS AND FULLY INDEMNIFY BUYER FROM ANY AND ALL LIABILITIES (INCLUDING REASONABLE ATTORNEY'S FEES) THAT MAY BE INSTITUTED OR FILED AGAINST BUYER BY ANY GOVERNMENTAL AUTHORITY, AGENT, REPRESENTATIVE, EMPLOYEE, ADMINISTRATOR, PARTNER, MANAGER, OFFICER, LAWYER OR ANY OTHER PERSON THAT ENGAGES IN ACTIVITIES UNDER THE REPRESENTATION OF THE PARTIES OR ANY OTHER THIRD PARTY BASED ON AN ALLEGATION OF ANY BREACH BY SELLER TO ITS OBLIGATIONS CONTAINED IN THIS CLAUSE OR ANY OF THE APPLICABLE ANTI-CORRUPTION LAWS.

**36. Data Privacy.** Buyer and Seller agree to implement any and all necessary measures to fully comply with all laws, regulations and obligations regarding the processing of personal data. The extent of this obligation requires the discloser to assure that: (a) the transfer or delivery of any information to the recipient which contains personal data is done in full compliance with the applicable corresponding data privacy laws; (b) discloser assumes full liability for any transfer or delivery of any information to the recipient which contains personal data; (c) recipient can legally assume that if any information which

contains personal data is transferred or delivered by the discloser to the recipient, all legal requirements by the applicable laws have been complied with to make the necessary transfer or delivery; and (d) recipient is formally notified of any requirements under the applicable data privacy laws that it must comply with as a recipient of such personal data.

**37. Equal Employment Opportunity.** Buyer and Seller shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

**38. Compliance with Laws.** Seller shall strictly observe, comply with, and give all notices required by all local, municipal, state, and federal laws, ordinances, rules, directives, orders, and regulations related to this Order or the goods covered by this Order.

**39. Flowdown Clauses.** The flowdown clauses identified in Attachment B are incorporated by reference with the same force and effect as if provided in full text. The full text for each clause will be made available upon request. The full text for the Federal Acquisition Regulations and Supplemental Regulations are available online at: [www.acquisition.gov](http://www.acquisition.gov).

For all clauses, "Buyer" shall be substituted for "Government," "United States," "Procurement Representative," "Contracting Officer," "Administrative Contracting Officer," "ACO," or other similar reference to the government and/or its representatives; and "Seller" shall be substituted for "Contractor."

## ATTACHMENT A INSURANCE REQUIREMENTS

Seller will carry or cause to be carried and maintained in force throughout the entire term of this Order insurance coverages as described in paragraphs (A) through (D) below with insurance companies acceptable to Buyer. The limits set forth below are minimum limits and will not be construed to limit Seller's liability. All costs and deductible amounts will be for the sole account of the Seller.

(A) Workers' Compensation insurance complying with the laws of the State or States having jurisdiction over each employee, whether or not Seller is required by such laws to maintain such insurance, and Employer's Liability with limits of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.

(B) Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of \$1,000,000 each occurrence, and annual aggregates of \$2,000,000, for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations, and when applicable the explosion, collapse and underground exclusion will be deleted.

(C) Automobile Liability insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage to include coverage for all owned, non-owned, and hired vehicles.

(D) Based upon the Order, additional coverages or increase of limits could be required. Any additional coverages or increase of limits required will be specified in this Order.

In each of the above described policies, Seller agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against Buyer its parent, subsidiary, or affiliated companies.

Under the policies described in (B) and (C) above, Buyer its parent, subsidiary and affiliated companies will be named as additional insureds as respects Seller's operations and as respects any work performed under this Order. Any costs associated with naming these additional insureds is included in the Order cost. The policies described in (B) and (C) above will include the following "other insurance" amendment: "This insurance is primary insurance with respect to Buyer its parent, subsidiary and affiliated companies, and any other insurance maintained by Buyer its parent, subsidiary or affiliated companies is excess and not contributory with this insurance."

Non-renewal or cancellation of policies described above will be effective only after written notice is received by Buyer from the insurance company thirty (30) days in advance of any such non-renewal or cancellation. Prior to commencing the work hereunder, Seller will deliver to Buyer certificates of insurance on an ACORD 25 or 25S form evidencing the existence of the insurance coverages required above. In the event of a loss or claim arising out of or in connection with the work performed under this Order, Seller agrees, upon request of Buyer, to submit the original or a certified copy of its insurance policies for inspection by Buyer.

Buyer will not insure nor be responsible for any loss or damage, regardless of cause, to property of any kind, including loss of use thereof, owned, leased or borrowed by the Seller, or their employees, servants or agents, other than property which becomes a part of the Order.

<b>ACORD</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID: DF DATE (MM/DD/YYYY) <b>04/04/12</b>			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER          	CONTACT NAME: _____ PHONE (A/C, N/A, Ext): _____ FAX (A/C, N/A): _____ E-MAIL: _____ ADDRESS: _____ PRODUCER CUSTOMER ID #: _____ INSURER(S) AFFORDING COVERAGE: _____ NAIC #: _____ INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____						
<b>SAMPLE</b>							
COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	X	X				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ _____ RETENTION \$ _____	X	X				COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ RETENTION \$ _____
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY POLICIES CO-OPERATIVE/EXECUTIVE OFFICERS/MEMBERS EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X				<input checked="" type="checkbox"/> EMP STATEL TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Cherokee Nation Businesses, L.L.C. named as additional insured on the General Liability and Commercial Auto policies as pertains to work performed by the insured. In addition a waiver of subrogation in favor of Cherokee Nation Businesses, L.L.C. applies to all policies as pertains to work performed by insured. A 30 day cancellation clause will also apply in their favor.							
CERTIFICATE HOLDER Cherokee Nation Businesses L.L.C. (and applicable Subsidiaries) Attn: Risk Management Department 777 West Cherokee St Catoosa, OK 74015					CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE		

ACORD 25 (2009/09)

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ATTACHMENT B  
APPLICABLE CLAUSES

See attached.