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1. **Introduction:** This purchase order is subject to the following terms and conditions and by acknowledgement of this Order, or Seller's commencement of performance, Seller shall have agreed to and accepted said terms and conditions. Upon acceptance, this order is the complete and exclusive statement of the terms of the agreement between seller and TORCH and no change shall be binding on either party unless agreed to in writing by TORCH.

This Order becomes a binding contract, subject to the terms and conditions hereof when reasonably accepted by acknowledgment or by commencement of performance. The acknowledgment copy of this Order shall be returned to TORCH within ten (10) calendar days from date of receipt. The terms and conditions and each thereof contained in this Order cannot be added to, modified, superseded, or otherwise altered except by written instructions signed by an authorized representative of TORCH.


Defense Priority and Allocation System (DPAS) Orders containing a DPAS rating are certified for national defense, emergency preparedness, and energy program use, and Seller shall follow all the requirements of the DPAS regulation (15 CFR 700). Acceptance from Seller shall be required within 10 days for DX rated orders and 15 days for DO rated orders

2. **Changes:** By written revision to the Order, TORCH may, from time to time, make changes in drawings, designs, specifications, quantity, services and method of shipment. If any such change causes an increase or decrease in the price or delivery of this Order, the revised price or delivery will be by mutual agreement. Changes shall not be binding upon TORCH except when specifically confirmed by written revision to the Order by an authorized member of TORCH's Procurement Staff. Information, advice, approval or instructions given by TORCH's technical personnel or other representatives shall be deemed expressions of personal opinions only and shall not affect TORCH's and Sellers' rights and obligations hereunder.
3. **Indemnification:** In the event any item purchased and delivered under this Order shall be defective in any respect whatsoever:
 - (a) Seller shall indemnify, defend and hold TORCH and TORCH' customers harmless from, and against any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or relating to any claims, causes of action, lawsuits or other proceedings, regardless of legal theory, that result, in whole or in part, from Seller's (or any of Seller's subcontractors, suppliers, employees, agents or representatives): (1) intentional misconduct, negligence or fraud; (2) breach of any representation, warranty or covenant made herein, or (3) products or services including without limitation, any claims that such products or services infringe any United States patent, copyright, trademark, trade secret or any other proprietary right of any third party.
 - (b) TORCH shall promptly notify Seller of any claim against TORCH that is covered by this indemnification provision and shall authorize representatives of Seller to settle or defend any such claim or suit and to represent TORCH in, or to take charge of, any litigation in connection therewith.
 - (c) Infringement Indemnity. (1) In lieu of any warranty by TORCH or Seller against infringement, statutory or otherwise, it is agreed that Seller shall defend, at its expense, any suit against TORCH or its customers based on a claim that any item furnished under this Order or the normal use or sale thereof infringes any U.S. Letters, patent or copyright, and shall pay costs and damages finally awarded in any such suit, provided that Seller is notified in writing of the suit and given authority, information, and assistance at Seller's expense for the defense of same. If the use or sale of said item is enjoined


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as a result of such suit, Seller, at no expense to TORCH, shall obtain for TORCH and its customers the right to use and sell said item or shall substitute an equivalent item acceptable to TORCH and extend this patent indemnity thereto; (2) notwithstanding the foregoing paragraph, when this Order is performed under the Authorization and Consent of the U.S. Government to infringe U.S. Patents, Seller's liability for infringement of such Patents in such performance shall be limited to the extent of the obligation of TORCH to indemnify the U.S. Government.

4. **Assignments and Subcontracts:** Neither this Order nor any interest herein nor claim hereunder may be assigned by Seller, nor may all or substantially all of this Order be subcontracted by Seller without the prior written consent of TORCH.
5. **Choice of Law:** This Agreement shall be governed by and construed in accordance with the laws of Alabama excluding its Conflict of Laws provisions.
6. **Warranties:** Seller warrants to TORCH and TORCH's customers that (1) the rates charged for the goods and/or services purchased pursuant hereto shall be no higher than Seller's current rates to any other customer for the same quality and quantity of such goods or services; (2) that all goods and services delivered pursuant hereto will be new, unless otherwise specified, and free from defects in material and workmanship; (3) that all goods and services will conform to applicable specifications, drawings, and standards of quality and performance, and that all items will be free from defects in design and suitable for their intended purpose; (4) that the goods covered by this Order are fit and safe for consumer use, if so intended. All representations and warranties of Seller together with its service warranties and guarantees, if any, shall run to TORCH and TORCH's customers. The foregoing warranties shall survive any delivery, inspection, acceptance, or payment by TORCH.
7. **Packing:** Seller shall be responsible for safe packing in conformity with the carrier's tariff. Seller must number all packages within a shipment with the corresponding numbers shown on the invoice. Seller shall include a packing list bearing the Order number, quantity, description of items shipped, and any other information called for in the Order. One copy of the packing list shall be forwarded to TORCH, and one copy shall be included in Seller's invoice. No extra charge for packing will be paid unless specifically authorized by TORCH.
8. **Inspection/Acceptance:** Inspection and acceptance of all items purchased and delivered will be at destination, unless otherwise provided on the face of this Order, and will take place within a reasonable time of delivery. If the supplies or services fail in any respect to conform to this Purchase Order, TORCH may accept or reject the whole or any unit thereof. TORCH may reject supplies within a reasonable time (not less than 30 business days) after delivery. Acceptance does not of itself impair any other legal or equitable remedy for non-conformity. Acceptance may be revoked if it was made with the reasonable assumption that any non-conformity would be cured, the non-conformity was difficult to discover before acceptance, or is otherwise permitted by law or equity. Revocation of acceptance is equivalent to rejection. Upon rejection TORCH may, at its option, and in addition to any other available recourse, return at Seller's cost the supplies (a) for a complete credit, (b) repair and return at no increase in price to TORCH, or (c) a comparable exchange approved by TORCH.

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9. **Price:** The price of the supplies and/or services includes all applicable federal, state, and local taxes, duties, and fees, unless otherwise provided in this Order. Seller warrants that the prices, terms, warranties, and benefits contained in this Order are comparable to, or better than, those offered to any other of Seller's customers. TORCH shall receive the benefit prospectively, or retrospectively, if Seller offers any item or service included in this Order to any other customer at a lower price, more favorable terms, more favorable warranties, or more favorable benefits up to one year after completion of this Order.
10. **Certification of Independent Price Determination:** In connection with this procurement, Seller certifies that the proposed prices were reached independently, without consultation, communication, or agreement with any others for restricting competition, and that the prices quoted have not been, nor will be, knowingly disclosed, directly or indirectly, by Seller, to any other Offeror or competitor.
11. **Disclosure:** Seller shall not disclose information concerning work under this Subcontract to any third party, unless such disclosure is necessary for the performance of the subcontract effort. No news releases, public announcement, denial or confirmation of any part of the subject matter of this Subcontract or any phase of any program hereunder shall be made without prior written consent of Buyer. The restrictions in this paragraph shall continue in effect upon completion or termination of this Subcontract for such period of time as may be mutually agreed upon in writing by the parties. In the absence of a written established period, no disclosure is authorized. Failure to comply with the provisions of this Clause may be cause for termination of this Subcontract.
12. **Termination: (For Convenience)** For its own best interest, TORCH reserves the right to terminate this Order, in whole or in part, by written notice of termination for convenience. If the Order is so terminated, the parties, duties and obligations, including Seller's compensation, shall be equitably negotiated between TORCH and Seller. If the terminated Order is solely for services, TORCH shall be liable only for payment for services performed through the effective date of termination.
13. **Termination: (For Default)** (a) TORCH may, subject to the paragraphs below, by written notice of default to the Seller, terminate this Order or any authorizing Sub-Task in whole or in part if the Seller fails to: (1.) Deliver the supplies or perform the authorized services within the time specified in this Order, Sub-Task, or any extensions thereto; (2.) Make progress, so as to endanger performance of this Order and/or authorized Sub-Task; (3.) Perform any other of its obligations of this Order and/or authorized Sub-Task; or (4.) Conduct its operations in the normal course of business (including inability to meet its obligations as they mature); or becomes insolvent or makes a general assignment for the benefit of creditors; or if any proceedings are commenced by or against the Seller under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or liquidation law or statute; or if a trustee, receiver, liquidator, or conservator for the Seller is applied for or appointed.
- (b) TORCH's right to terminate this Order and authorized Sub-Task, pursuant to a) above, may be exercised if the Seller does not cure such failure within 10 calendar days (or more if authorized in writing by TORCH) after receipt of written notice from TORCH specifying the failure.
- (c) If TORCH terminates this Order or any authorized Sub-Task, in whole or in part, it may acquire, under the terms and in the manner TORCH considers appropriate, supplies or services similar to those

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terminated, and the Seller will be liable to TORCH for all excess costs for those supplies or services. However, the Seller shall continue the work not terminated.

(d) Except for defaults of its subcontractors at any tier, the Seller shall not be liable for any excess costs if the failure to perform the Order arises from causes beyond the control and without the fault or negligence of the Seller. If the failure to perform is caused by the default of any subcontractor of Seller at any tier, and if the cause of 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 supplies or services were obtainable from other sources in sufficient time for the Seller to meet the required delivery schedule.

(e) If this Order or any authorized Sub-Task is terminated for default, TORCH may require the Seller to transfer title and deliver to the Customer or TOCH, as directed by TORCH's procurement representative, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Seller has specifically produced, configured or acquired for the terminated portion of this Order. Upon direction of TORCH, the Seller shall also protect and preserve property in its possession in which TORCH has a security interest.


(f) TORCH shall pay the Order price for supplies and/or services performed and accepted. The Seller and TORCH shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes Clause. TORCH may withhold from these amounts a sum TORCH's procurement representative determines to be necessary to protect TORCH against loss or liability.

(g) The rights and remedies of TORCH in this clause are in addition to any other rights and remedies provided by law or under this Order.

14. **Stop Work Order:** TORCH may, at any time, by written notice to Seller, require Seller to stop all or part of the work or delivery of supplies called for by this Order for a period of up to 90 days and for any additional agreed period (Time Period). Upon receiving such notice, Seller shall immediately comply with its term and take all reasonable steps to avoid incurring any additional costs associated with the stopped work during the Time Period. TORCH will, prior to the end of the Time Period, either cancel the Stop Work Order or terminate this Order in whole or in part as permitted by this Order. If a Stop-Work Order is issued, TORCH shall modify the delivery schedule and/or price in this Order as Buyer deems equitable under the circumstances, provided Seller requests such change within 15 days of the end of the Time Period.

15. **Seller Contacts With Buyer's Customer and Other Vendors:** TORCH shall be responsible for all liaison and communications with TORCH's customer and TORCH's other vendors for the term of this Order. Seller shall not communicate with TORCH's customers or TORCH's other vendors regarding this Order, unless otherwise authorized in writing by Buyer. Notwithstanding the foregoing, nothing herein shall restrict the Government's rights to contract directly with a party to this Order.

16. **Property:** The rights and obligations of Seller with respect to any property furnished by TORCH shall be the Same as those which Seller has with respect to Government Furnished Property under any provisions contained in this Order, but shall in no event be less than reasonable care. These


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rights and obligations do not extend to risk of loss, wherein regardless of any provisions to the contrary Seller shall retain full risk of loss for any TORCH furnished property at all times. Upon Order completion, Seller shall return all such property to TORCH in the same condition in which it was received, allowing for reasonable wear and tear, except to the extent that the property has been incorporated into supplies delivered under this Order or consumed in the normal performance of work.

17. **Interpretation of Order Notice of Ambiguities:** This Order and any and all identified writings or documents incorporated by reference herein or physically attached hereto constitute the parties' complete agreement; no other prior to contemporaneous agreements either written or oral shall be considered to change, modify, or contradict said Order. Any ambiguity in the Order will not be strictly construed against TORCH but will be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting. It is the obligation of the Seller to exercise due diligence to discover and to bring to the attention of TORCH at the earliest possible time any ambiguities, discrepancies, inconsistencies, or conflicts in or between the specifications and the applicable drawings or other documents incorporated by reference here. Failure to comply with such obligation shall be deemed a waiver and release of any and all claims for extra costs or delays arising out of such ambiguities, discrepancies, inconsistencies, or conflicts.

18. **Disputes:** Disputes associated with this Order which directly involve the US Government will be subject to and in accordance with the applicable FAR Disputes Clauses as noted in any Prime contract associated with this Order. Any claim, controversy or dispute concerning questions of fact or law arising out of or relating to this Order, or to the performance by either party, or to the threatened, alleged or actual breach by either party, which is not a Government Dispute or disposed of by mutual agreement within a period of thirty (30) days after one party has provided written notice of the dispute to the other, shall be subject to Executive Level review by TORCH and Seller. Disputes shall be submitted to binding arbitration administered and conducted by the American Arbitration Association. The claim, controversy or dispute shall be arbitrated before three arbitrators, one to be selected by each party and the third to be selected by the other two selected arbitrators. Any such arbitration shall be held in Madison County, Alabama. The parties agree that any remedy or relief granted shall be limited and therefore under no circumstances may the arbitrators make any award that includes any amount representing loss of profits, loss of business or any other incidental, special, consequential, or punitive damages. The decision of the arbitrators shall be final and conclusive upon the parties. The arbitrators shall apply the substantive and procedural law of the State of Alabama, without regard to any "choice of law" principles that would have the effect of applying any law other than that of Alabama, except to the extent of the Articles and other provisions incorporated herein by reference that are included in this Subcontract by virtue of the requirements of the Federal Acquisition Regulations or other requirements applicable to Government procurement, which provisions shall be interpreted in accordance with the law governing Federal Government contracts. Judgment upon any award rendered by the arbitrators may be entered in any court of competent jurisdiction with the State of Alabama.

19. **Compliance with Law:** Seller shall comply with all applicable Federal, State, County and Municipal laws or ordinances which in any manner affect the work to be performed by this Order. Seller shall

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require all of its representatives, agents and employees to observe and comply with said laws and ordinances and shall indemnify and hold TORCH harmless for all claims, damages and expenses arising from or based on the violation of any such law or ordinance by Seller or its representatives, agents or employees.

20. **Additional Terms and Conditions:** Certain Government terms and conditions shall apply if a Government contract number is stated on the face of this Order. These terms and conditions will be those in effect in the Government Prime contract as of the date of the Order. In the event of any conflict or inconsistency between the terms and conditions stated herein and the following Federal Acquisition Regulations (FAR), the FAR shall apply. In the event of any conflict or inconsistency between the above terms and conditions and the following Federal Acquisition Regulations (FAR) or Defense Federal Acquisition Regulation Supplement (DFAR), the FAR/DFARS shall apply.

a. All Orders include the following:

52.203-3 Gratuities (APR 1984)

52.204-2 Security Requirements (AUG 1996)

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011) 52.208-8 Required Sources for Helium and Helium Usage Data (APR 2014)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013)

52.211-15 Defense Priority and Allocation Requirement (APR 2008)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (DEC 2014)

52.214-26 Audit and Records – Sealed Bidding (OCT 2010)

52.214-27 Price Reduction for Defective Certified Cost or Pricing Data – Modifications – Sealed Bidding (AUG 2011)

52.214-28 Subcontractor Certified Cost or Pricing Data – Modifications – Sealed Bidding (OCT 2010)

52.215-23 Limitation on Pass-Through Charges (OCT 2009)

52.222-11 Subcontracts (Labor Standards) (MAY 2014)

52.222-22 Previous Contracts and Compliance Reports (FEB 1999)

52.222.26 Equal Opportunity (MAR 2007)

52.222-41 Service Contract Act of 1965 (MAY 2014)

52.222-50 Combating Trafficking in Persons (FEB 2009)

52.222-51 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (MAY 2014)

52.222-53 Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (MAY 2014)


52.222-54 Employment Eligibility Verification (AUG 2013)

52.223-7 Notice of Radioactive Materials (JAN 1997)

52.225-1 Buy American Act –Supplies (MAY 2014)

52.225-2 Buy American Act Certificate (MAY 2014)

52.225-8 Duty Free Entry (OCT 2010)

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- 52.225-13 Restrictions on Certain Foreign Purchases (Jun 2008)
- 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (MAR 2008)
- 52.227-1 Authorization and Consent (DEC 2007) 52.227-9 Refund of Royalties (APR 1984)
- 52.227-10 Filing of Patent Applications – Classified Subject Matter (DEC 2007)
- 52.227-11 Patent Rights – Ownership by the Contractor (MAY 2014)
- 52.227-13 Patent Rights – Ownership by the Government (DEC 2007)
- 52.227-14 Rights in Data-General (Alternate I, II, III, IV, or V) (MAY 2014)
- 52.228-3 Workers Compensation Insurance (Defense Base Act) (JUL 2014)
- 52.228-4 Workers’ Compensation and War-Hazard Insurance Overseas (APR 1984)
- 52.228-5 Insurance – Work in a Government Installation (JAN 1997)
- 52.229-3 Federal, State and Local Taxes (FEB 2013)
- 52.229-10 State of New Mexico Gross Receipts and Compensating Tax (APR 2003)
- 52.230-2 Cost Accounting Standards (MAY 2014)
- 52.233-3 Protest After Award (Aug 1996) – Alternate I (Jun 1985)
- 52.234-1 Industrial Resources Developed Under Defense Production Act Title III (DEC 1994)
- 52.234-4 Earned Value Management System (MAY 2014)
- 52.236-13 Accident Prevention (NOV 1991)
- 52.237-7 Indemnification and Medical Liability Insurance (JAN 1997)
- 52.244-6 Subcontract for Commercial Items (OCT 2014)
- 52.247-63 Preference for U.S.-Flag Air Carriers (JUN 2003)
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)
- 52.248-1 Value Engineering (OCT 2010)
- 252.215-7004 Excessive Pass Through Charges (APR 2007)

b. All Orders exceeding \$10,000 include the following:

- 52.215-2 Audit and Records - Negotiation (OCT 2010)
- 52.222-3 Convict Labor (Jun 2003)
- 52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014)
- 52.222-21 Prohibition of Segregated Facilities (Feb 1999)
- 52.222-26 Equal Opportunity (MAR 2007)
- 52.222-25 Affirmative Action Compliance (APR 1984)
- 52.222-27 Affirmative Action Compliance Requirements for Construction (FEB 1999)
- 52.222-35 Equal Opportunity for Special Disabled Veterans of Vietnam Era and other Eligible Veterans (JUL 2014)
- 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)
- 52.222-37 Employment Reports on Veterans (JUL 2014)

b. All Orders exceeding \$25,000 include the following:

- 52.204-10 Reporting Executive Compensation and First Tier Subcontract Awards (JUL 2013)
- 52.225-3 Buy American -Free Trade Agreements – Israeli Trade Act (MAY 2014)

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52.225-4 Buy American-Free Trade Agreements – Israeli Trade Act Certificate (MAY 2014)

c. All Orders exceeding \$150,000 include the following:

52.203-5 Covenant Against Contingent Fees (MAY 2014)

52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)

* (Alternate 1 Applies to Commercial Items)

52.203-6 Alternate I (Oct 1995)

52.203-7 Anti-Kickback Procedures (MAY 2014)

52.203-11 Certifications and Disclosure Regarding Payment to Influence Certain Federal Transactions (SEP 2007)

52.203-12 Limitation on Payment to Influence Certain Federal Transactions (OCT 2010)

52.215-14 Integrity of Unit Prices (OCT 2010)

52.219-8 Utilization of Small Business Concerns (OCT 2014)

52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (MAY 2014)

52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)

52.223-6 Drug-Free Workplace (May 2001)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)

d. All Orders exceeding \$650,000 include the following:

52.219-9, Small Business Subcontracting Plan (OCT 2014))

e. All Orders exceeding \$700,000 include the following:

52.215-12 Subcontractor Certified Cost or Pricing Data (OCT 2010)

52.215-13 Subcontractor Certified Cost or Pricing Data – Modifications (OCT 2010)

52.215-15 Pension Adjustments and Asset Reversions (OCT 2010)

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PBR) Other Than Pensions (JUL 2005)

52.215-19 Notification of Ownership Changes (OCT 1997)

52.215- 20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 2010)


52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data- Modifications (OCT 2010)

52.230-3 Disclosure and Consistency of Cost Accounting Practices (MAY 2014)

52.230-6 Administration of Cost Accounting Standards (JUN 2010)

f. All Orders exceeding \$5,000,000 include the following:

52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)

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52.203-14 Display Of Hotline Poster(s) (Dec 2007)

g. All Orders exceeding \$10,000,000 include the following:

52.222-24, Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)

h. DFAR clauses:

252.203-7001 Prohibition on Persons Convicted of Fraud or other defense-contract-related felonies (DEC 2008)

252.204-7000 Disclosure of Information (AUG 2013)

252.204-7010 Requirement for Contractor to notify DOD if contractor activities are subject to reporting under the US-international atomic energy agency additional protocol (JAN 2009)

252.208-7000 Intent to furnish precious metals as government furnished material (DEC 1991)

252.211-7000 Acquisition Streamlining (OCT 2010)

252.211-7003 Item Unique Identification and Valuation (DEC 2013)

252.222-7000 Restrictions on Employment of Personnel (MAR 2000)

252.223-7002 Safety precautions for ammunitions and explosives (MAY 1994)

252.223-7006 Prohibition on storage and disposal of toxic hazardous material (SEP 2014)

252.223-7007 Safeguarding sensitive conventional arms, ammunition and explosives (SEP 1999)

252.225-7004 Report of Intended Performance Outside the United States and Canada – Submission after award (OCT 2010)

252.225-7007 Prohibition of Acquisition of United States Acquisition List Items from Communist Chinese Military Companies (SEPT 2006)

252.225-7008 Restriction on Acquisition of Specialty Metals (MAR 2013)

252.225-7009 Restriction on Acquisition of Certain Articles containing Specialty Metals (JAN 2011)

252.225-7013 Duty Free Entry (NOV 2014)