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PURCHASE ORDER ATTACHMENT

DATE _____ HRC PO NO _____

The material ordered under this purchase order shall be used by Government/Government Contractor and all indicated requirements must be complied with.

- 1. Certificate of Compliance shall be provided with each shipment.
- 2. Purchase order shall be in compliance with the following coded notes/clauses:
 - a) Specific requirements for coded noted are to be attached

- 3. Material shall be shipped:
 - a) 1-70 lbs – ship FEDEX ground account 0235-0017-5
 - b) Over 70 lbs – ship Wilson, freight collect
 - c) Other _____
 The material shall be marked with the following _____

- 4. Special Requirements
 - a) The following restrictions shall apply to Seller and Seller’s subcontractors. Accordingly, Seller shall insert the following clauses in all subcontracts awarded by Seller under this Order:
 - a. MERCURY EXCLUSION. Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this Order.
 - b. POLYCHLORINATED BIPHENYLS PROHIBITION. Seller shall not employ equipment or use material that is known or suspected of containing polychlorinated biphenyls.
 - c. PROHIBITION OF YELLOW WRAPPINGS OR PROTECTION DEVICES. Seller shall not use yellow wrapping material or attached yellow protection devices such as caps or plugs.
 - d. BRASS AND COPPER BLACK OXIDE COATED THREADED FASTENER PROHIBITION. Seller shall not use brass or copper black oxide coated threaded fasteners when installing or replacing threaded fasteners in the accomplishment of any work required by this Order.
 - b) In lieu of flowing down these requirements, Seller may put in place a system or process acceptable to Buyer which insures that the goods and services Seller delivers meet these requirements, e.g. testing components for mercury contamination. Violations of any of the requirements of this provision will be cause for rejection of the goods. In addition to the requirements of this provision, Seller shall flow down such other clauses of this Order when required by the specific terms of the clause, e.g. DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals, and such other clauses necessary to satisfy Seller’s contractual obligations even when not identified as a mandatory flow down.
 - c) Buyer will not accept, store or dispose of any toxic substances or hazardous material except as and to the extent, if at all, expressly provided for in this Order. In particular, paints, primers, or coatings on products required by this Order that contain the following constituents shall not be shipped without prior written approval by Buyer: arsenic, mercury, methylene chloride, methyl ethyl ketone (MEK), lead, and chromium, their compounds, or organo-metallic material. Materials known or suspected of containing or coming in contact with asbestos, polychlorinated biphenyls (PCBs), or



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- mercury or mercury containing compounds shall not be provided without Buyer's prior written permission. If invoked specifications and standards permit other materials in lieu of these materials, they shall be used.
- d) Buyer or Buyer's customer has the right to inspect and test all Products to the extent practicable, at all places and times, including the period of manufacture/fabrication, and in any event before acceptance. Buyer assumes no contractual obligation to perform any inspection and test for the benefit of Seller. If Buyer or Buyer's customer performs an inspection or test on the premises of Seller or a subcontractor of Seller, Seller shall furnish, and shall require its subcontractors to furnish, at no increase in Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspection and test. Buyer reserves the right to charge to Seller any additional cost of inspection or test by Buyer or Buyer's customer when:
 - a. Products are not ready at the time such inspection or test is required by this Order or has been otherwise scheduled by mutual agreement of the parties.
 - b. Re-inspection or retest of the Products is necessitated by prior rejection.
 - e) Seller shall flow down the substance of this provision to all of its suppliers engaged for performance under this Order.
 - f) Mandatory Source Requirements and Non-Mandatory Buyer Approved Manufacturers:
 - a. Seller shall ensure that Level I products, cast Copper-Nickel (CuNi) products, Butt Weld and Socket Pipe Fittings are obtained only from manufacturers or other suppliers approved by Buyer and listed on the following link: http://supplier.huntingtoningalls.com/sourcing/res_technical.html. Approved lists are provided for:
 - 1. Butt Weld and Socket Weld Pipe Fittings Manufacturers
 - 2. Forging Manufacturers
 - 3. Fastener Manufacturers and Distributors
 - 4. CuNi Foundries
 - 5. Casting Foundries with In-House Machining Capability
 - 6. Level I Manufacturers.
 - b. Butt Weld and Socket Weld Pipe Fittings are considered herein to be included in the Pervasive Commodities Program. Examples of these Fittings include, but are not limited to, parts of standard dimensions used in the assembly of a piping system, such as couplings, elbows, tees, crosses, caps, unions, reducers, and flanges. Seller and its suppliers shall only use Buyer approved manufacturers for Butt Weld and Socket Weld Pipe Fittings provided under this Order.
 - c. Seller is encouraged, but not required, to purchase other forging, fasteners and casting material with in-house machining capability from suppliers listed on the following link:
http://supplier.huntingtoningalls.com/sourcing/res_technical.html.
 - d. Seller's use of a mandatory or an approved manufacturer does not relieve the Seller of its obligation to deliver a Product that conforms to all of the requirements of this Order.
 - g) Specific certifications, test reports, or other non-hardware deliverables shall be provided by Seller as specified in the Order.
 - h) Cast CuNi Products:
 - a. Seller and its suppliers shall only use Buyer approved CuNi foundries in the performance of this Order. In addition to, or in conjunction with, testing required elsewhere in this Order, Seller shall invoke the following supplemental requirements on orders at any level for CuNi castings from a foundry approved by Buyer or Electric Boat Corporation (EB) or both:
 - 1. For each heat, the foundry shall test and have available a chemical test report for an "A" (beginning of furnace charge pour) and "B" (end of furnace charge pour) test specimen. The test reports and the specimen shall be identified as "A" and "B" in addition to the heat number traceability.
 - 2. Mechanical test bars shall be poured no sooner than 50% through the furnace charge pour.
 - 3. The foundry or supplier shall maintain the "A" and "B" test specimens, the mechanical test bars, and the test results as objective quality evidence, subject to audit and further analysis by Buyer and/or Electric Boat Corporation (EB).
 - a. Retention time shall be a minimum of seven (7) years following certification of the heat.
 - b. Notify Buyer or EB or both for disposition instructions prior to disposal of records and specimens.



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4. Buyer's and EB's products may be poured in the same heat; however, the heat shall be unique to Buyer and/or EB. No other customer's product shall be included in the heat.
 5. Chemistry and mechanical test report submittal shall be in accordance with the requirements contained elsewhere in this Order. If chemical test reports are required to be submitted, the "B" chemistry test results shall be submitted, unless otherwise specified.
 - i) Violations of any of the requirements of this provision will be cause for rejection of the goods at Buyer's sole discretion.
5. DFARS 225.872 Contracting with qualifying country sources
- a) As a result of memoranda of understanding and other international agreements, DoD has determined it inconsistent with the public interest to apply restrictions of the Buy American statute or the Balance of Payments Program to the acquisition of qualifying country end products from the following qualifying countries:

Australia
Belgium
Canada
Czech Republic
Denmark
Egypt
Estonia
Federal Republic of Germany
Finland
France
Greece
Israel
Italy
Japan
Luxembourg
Netherlands
Norway
Poland
Portugal
Slovenia
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland

6. SUSPECT/COUNTERFEIT PARTS

- a. "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. The term "suspect/counterfeit parts" also includes refurbished parts, with or without false labeling, that are represented as new parts or any parts that are designated as suspect by the U.S. Government, including but not limited to parts listed in alerts published by the Defense Contract Management Agency under the Government-Industry Data Exchange Program (GIDEP).
- b. Seller will ensure that suspect/counterfeit parts are not incorporated into any Products. The intentional or unintentional use, incorporation, or delivery of suspect/counterfeit parts is strictly prohibited. This includes a suspect/counterfeit part being provided either as an end item deliverable or as a component or subcomponent of an end item deliverable under this Order.



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c. Seller represents and warrants that it has policies and procedures in place to ensure that none of the Products furnished to Buyer under this Order are or contain “suspect/counterfeit parts.” Seller further certifies, to the best of its knowledge and belief, that no “suspect/counterfeit parts” have been or will be furnished to Buyer by Seller under this Order. SBF P9482 (10/04/2017) Page 6 of 22 Ingalls Shipbuilding.

d. If Seller becomes aware or suspects that it has furnished suspect/counterfeit parts or if Buyer determines, including as a result of alerts from the U.S. Government, that Seller has supplied suspect/counterfeit parts to Buyer and so notifies Seller, Seller shall immediately replace the suspect/counterfeit parts with parts acceptable to Buyer and conforming to the requirements of this Order. Notwithstanding any other provision of this Order, Seller shall be liable for all costs incurred by Buyer to remove and replace the suspect/counterfeit parts, including without limitation all costs incurred by Buyer relating to the removal of such suspect/counterfeit parts, the reinsertion of replacement parts and any testing necessitated by the reinstallation of Seller's Products after suspect/counterfeit parts have been exchanged. The parties agree that Seller will pay Buyer's actual costs and Buyer's labor at Buyer's fully-burdened hourly rates (as appropriate) utilizing the then-current Government approved rate set authorized for change-order activity. All such costs shall be deemed direct damages.

e. Buyer may, at its discretion:

(i) Remove and or retain or both all Products supplied by Seller that are suspected of being or containing suspect/counterfeit parts pending reporting to the appropriate law enforcement authorities and final disposition of the Products by them. Seller shall be liable for all costs relating to Buyer's removal and retention of the suspect/counterfeit parts.

(ii) Turn over to the appropriate authorities (e.g., without limitation, the Defense Criminal Investigative Service, Naval Criminal Investigative Service, Federal Bureau of Investigation, Offices of the Inspector General, etc.) any Products suspected of being or containing suspect/counterfeit parts and reserves the right to withhold payment for the Products pending the results of any investigation or proceedings related to the matter. F. Seller's warranty against suspect/counterfeit parts shall survive any termination or expiration of this Order.

7. Requirement to Inform Employees of Whistleblower Rights

- a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 2409, as described in subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.
- b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts

8. Failure to comply with all requirements of this purchase order will result in the return of material until all requirements are satisfied.

For further information or questions contact:

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