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**AGREEMENT AND ACCEPTANCE:** A Purchase Order is Otis Product Inc.'s DBA as Otis Technology (herein after "Otis") commitment to make procurement and is subject to Vendor's acceptance of Otis' terms and conditions and terms and conditions Supplement. The Vendor agrees to the terms and conditions upon the acceptance of the Purchase Order. Otis is not responsible for delivery or payment of any materials or services without a proper Purchase Order.

**VENDOR'S OBLIGATIONS:** The Vendor shall fully and timely provide all deliverables described in the Purchase Order in strict accordance with the terms, covenants, and conditions of the Agreement, and all applicable Federal, State, and local laws, rules, and regulations. If the Vendor utilizes Subcontractors in providing the goods and/or services, the Vendor shall be fully responsible to Otis for all acts and omissions of the Subcontractors just as the Vendor is responsible for the Vendor's own acts and omissions. The Vendor also grants right of access to Otis, Otis customers and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records per Otis Technology's QMS which is in accordance with ISO9001/AS9100D Aviation, Space and Defense QMS Requirements, as applicable.


**GOODS:** Goods furnished shall be the equivalent of the approved samples. In addition, the goods shall be of quality workmanship and material. The Vendor represents that all goods and equipment offered shall be new. Counterfeit parts will not be accepted. Unless otherwise specified, used, shopworn, demonstrator, prototype, or discontinued models are not acceptable. Any deviation from the specifications must be clearly indicated in the response to the Purchase Order or promptly documented in writing at or before the confirmation. Any proposed deviations or exceptions need to be reviewed and approved with Otis' purchasing department prior to shipment. Any changes without approval are subject to review by Otis and may be grounds for rejection. If Otis provides any materials used in the production of the goods, inventory must be maintained and accounted for. When a technical specification is referred to on a Purchase Order, it must be in accordance with the revision of the applicable standard that is in place on the date of the issuance of the Purchase Order. If there is any revision change between the date of the Purchase Order and the shipment date of the goods, the vendor must seek clarification from Otis' Purchasing Department as to which revision will apply.

**SPECIAL TOOLS AND EQUIPMENT:** If the price stated in the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Vendor to fulfill the Agreement, such special tooling and/or equipment and all process sheets associated thereto shall become the property of Otis and shall be identified by the Vendor as such. Otis will also have the right to recall the property.

**EFFECTIVE DATE/TERM:** Unless otherwise specified in the Purchase Order, this Agreement shall be effective as of the date Otis issues the Purchase Order, and shall continue in effect until all obligations are performed in accordance with the Agreement or cancelled.

**CONFIRMATIONS:** Vendor must provide Otis within 48 hours of receipt of EACH PURCHASE ORDER a confirmation confirming receipt of the Purchase Order, pricing and delivery date, unless Vendor has been notified by Otis in writing that the confirmation is not mandatory. Any deviation from the Purchase Order or Terms and Conditions must be noted at this point regardless of confirmation requirement. Confirmations must be emailed to the appropriate buyer noted on the purchase order.

**NOTICE OF DELAY IN DELIVERY:** If a delay in delivery is anticipated either at Confirmation or during the manufacturing phase, Vendor shall give written notice to Otis. Otis has the right to extend the delivery time/service date, or to cancel the Purchase Order or Agreement. Vendor shall keep Otis advised at all times of the status of the order. Default in promised delivery, service or failure

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to meet specifications authorizes Otis to procure the goods or services from an alternate source and charge the full increase, if any, in cost and handling to defaulting Vendor. Default on delivery may result in legal action and recourse.

**PACKAGING OF DELIVERABLES:** Vendor must package deliverables in accordance with good commercial practice and shall include a packing list showing Otis' purchase order number, Otis' part number, description of item, the quantity and number of boxes in the shipment, attached to master pallet. Each shipping container shall be clearly and permanently marked with Otis' name, Purchase Order number, Otis' part number, Otis' part description, quantity and barcodes (if Vendor has the ability).

Vendor shall bear all costs of packaging. Deliverables must be suitably packed to secure lowest transportation cost conforming to common carrier shipping requirements to ensure safe delivery. Vendor must provide to Otis Safety Data Sheets which are applicable to hazardous substances as defined by shipping regulations. In addition, Vendor must supply any documentation requested on the purchase order or previously agreed upon, including but not limited to, the following: specifications, government and regulatory compliances, inspection results, expiration dates or any other flow down from the Otis Technology QMS.

**DELIVERY LOCATION, HOURS, DAYS, and HOLIDAYS:** Unless otherwise specified, all deliveries must be made to Otis Technology, 6987 Laura Street, Lyons Falls, NY 13368, or to Otis Technology, 20 County Route 59, Phoenix, NY 13135 as directed by the purchasing department, between the hours of 7 AM and 3 PM (EST), Monday through Friday except regularly observed state and federal holidays. Receipt of goods or materials does not signify acceptance of materials.


**DELIVERY TERMS, TRANSPORTATION:** Deliverables shall be shipped FOB point of Origin unless otherwise specified on the Purchase Order. Otis shall have the right to designate what method of transportation shall be used to ship deliverables and noted on Purchase Order or confirmed at Shipping. The place of delivery shall be specified in the Purchase Order.

**RIGHT OF INSPECTION AND REJECTION:** Otis reserves the right to inspect the deliverables at delivery or at a reasonable time subsequent to delivery, and to reject defective or non-conforming deliverables. All deemed defective material will be returned or recycled at Vendor expense per the purchasing department. The Vendor will be responsible for crediting Otis' account for all rejected materials. A 10% or greater under-receipt will be deemed incomplete and subject to rejection at time of receipt. A 10% or greater overage per purchase order line(s) will also be subject to refusal unless Vendor notifies and receives prior shipping approval by Otis' purchasing department.

**PAYMENT TERMS:** Otis will pay the Vendor within the terms noted on the Purchase Order. No unapproved line item charges shall be permitted after Purchase Order confirmation. The Vendor may charge a late fee (fee shall not be greater than that permitted under federal, state and local law) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by Otis in the event: (a) there is a bona fide dispute between Otis and Vendor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) there is a discrepancy with the Invoice, Packing Slip, and/or Purchase Order (c) the invoice is not received at Otis in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.

**TAX EXEMPT STATUS:** Otis is exempt from all Federal, State and Local Sales Taxes on all materials used in the manufacturing of our products, unless otherwise stated in this document. New York State Sales Tax Exemption Certificates are furnished upon request.

**INVOICING REQUIREMENTS:** Unless otherwise specified, all invoices shall be submitted to Otis Technology, Accounts Payable, 6987 Laura Street, Lyons Falls, NY 13368, and issued as required by the Purchase Order or Agreement. Invoices may also be emailed to: [invoicing@otistec.com](mailto:invoicing@otistec.com). Each invoice must reference the Purchase Order number, and include the Vendor's complete

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name and remit-to address. A copy of the Packing Slip must be on file from the Receipt, if applicable. Invoices for labor shall also include a tabulation of hours worked at the appropriate rates, if applicable. Invoices will not be paid until all said paperwork is complete.

**FORCE MAJEURE:** Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond reasonable control. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference either in person or by telephone, will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.


**INSURANCE REQUIREMENTS:** Unless specific insurance requirements are noted, the Vendor shall maintain insurance coverage appropriate for the fulfillment of the Purchase Order. In the event the Vendor, its employees, agents or subcontractors enter premises occupied by or under the control of Otis, the Vendor agrees to maintain public liability and property damage insurance in reasonable limits covering the obligations set forth in this Purchase Order, and will maintain Workers' Compensation coverage (either by insurance or, if qualified pursuant to law, through a self-insurance program) covering all employees performing on premises occupied by or under control of Otis. Upon request, Vendor shall provide a copy of its insurance policies to Otis.

**WARRANTY:** The goods or equipment specified shall be warranted against defects in material or workmanship for a period of not less than twelve (12) months from date of acceptance by Otis. If the manufacturer's warranty exceeds twelve (12) months, then the manufacturer's warranty shall be in effect. Vendor shall furnish a copy of the manufacturer's warranty at the time of delivery. Vendor may not limit, exclude or disclaim any warranty provided by manufacturer.


**DEFAULT AND TERMINATION:** Vendor shall be in default under the Agreement if the Vendor (a) fails to fully, timely, and faithfully perform any of its material obligations under the Agreement, (b) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (c) makes a material misrepresentation in Vendor's Offer, or in any report or deliverable required to be submitted by Vendor to Otis. In the event of default by the Vendor, Otis shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Vendor, within such ten (10) day period cures such default, or provides evidence sufficient to prove to Otis' satisfaction that such default does not, in fact, exist. In addition to any other remedies available under law or inequity, Otis shall be entitled to recover all actual damages, costs, losses, and expenses incurred by Otis as a result of the Vendor's default, including without limitation, cost of cover, reasonable attorneys' fees, court costs and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of default by the Vendor, Otis may remove the vendor from Otis's Approved Vendor List and any quote submitted by the Vendor may be disqualified.

**ADVERTISING/PUBLICITY:** The Vendor shall not, without first obtaining the written consent of Otis, in any manner advertise or publish the fact that the Vendor has contracted to furnish Otis with goods and services.

**GOVERNING LAW AND COMPLIANCE:** This agreement is made under and shall be governed by the laws of the State of New York. Vendor agrees to comply with all federal, state and local laws, Executive Orders, rules and regulations and ordinances which may be applicable to the Vendor's performance of its obligations under this order.

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| INDEX OF CHANGES  |           |                 |  |          |                  |
|---|-----------|-----------------|--|----------|------------------|
| Training Required?  | Doc. Rev. | Revised by:     | Revision (revision, Addition, Removal); Pages or sections affected   | Date     | Approved by      |
| YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | 0         | Erin Bush       | Original Issue   | 02/18/13 | Harold Philbrick |
| YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | 1         | Erin Bush       | Updated Process Owner  | 01/08/15 | Beth Sussey      |
| YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> | 2         | Nancy Devereaux | Added verbiage for technical specification revision level  | 04/03/17 | Beth Sussey      |
| YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | 3         | Nancy Devereaux | Updated Process Owner  | 05/02/18 | Beth Sussey      |
| YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | 4         | Nancy Devereaux | Updated Process Owner  | 05/23/19 | Quinn McDonald   |
| YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> | 5         | Nancy Devereaux | Added verbiage that counterfeit parts will not be accepted. Added authorities to Internal Auditors for approval. | 11/19/19 | Erin Bush        |
| YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | 6         | Nancy Devereaux | Corrected formatting and updated Otis' address.  | 12/2/19  | Quinn McDonald   |
| YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | 7         | Patricia Wright | Updated Confirmations to 48 hours, Agreement and Acceptance. Added Supplement Conditions statement               | 01/20/25 | Erin Bush        |

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## Otis Technology Standard Vendor Terms and Conditions


### Supplement – Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation (DFAR) Government Contract Provisions:

When the materials or products furnished are for use in connection with a U.S. Government prime contract or subcontract, in addition to the Otis Technology Standard Vendor Terms and Conditions, the following Federal Acquisition Regulations (FARs) and/or Defense Federal Acquisition Regulations (DFARs) shall apply. In the event of a conflict between the FAR/DFAR provisions and the Otis Technology Standard Vendor Terms and Conditions, the FAR/DFAR provisions shall prevail.


The following clauses set forth in the FAR/DFAR in effect as of the date of Otis Technology's prime contract or higher tier subcontract are incorporated herein by reference. In all clauses listed herein, the terms "Government", "Contracting Officer" and "Contractor" shall be deemed revised to suitably identify the contracting parties herein and effect the proper intent of the provision except where further clarified or modified below. "Subcontractor," however, shall mean "Seller's Subcontractor" under the Purchase Order.

#### Applicable FAR Clauses:


- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
- 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
- 52.203-6 Restrictions on Subcontractor Sales to the Government
- 52.203-6 ALT 1 Restrictions on Subcontractor Sales to the Government ALT 1
- 52.203-7 Anti-Kickback Procedures
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards
- 52.204-18 Commercial and Government Entity Code Maintenance
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems

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| 52.204-23       | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities |
| 52.204-24       | Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment                                  |
| 52.204-25       | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment                            |
| 52.204-27       | Prohibition on a ByteDance Covered Application  |
| 52.204-29       | Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures.  |
| 52.204-30       | Federal Acquisition Supply Chain Security Act Orders—Prohibition  |
| 52.209-1        | Qualification Requirements  |
| 52.209-6        | Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment          |
| 52.210-1        | Market Research   |
| 52.211.5        | Material Requirements   |
| 52.211-9000     | GOVERNMENT SURPLUS MATERIAL (AUG 2014) DLAD   |
| 52.211-9003     | CONDITIONS FOR EVALUATION OFFERS OF GOVERNMENT SURPLUS MATERIAL   |
| 52.211-9009     | Non-Acceptability of Government Surplus Material  |
| 52.211-9014     | CONTRACTOR RETENTION OF TRACEABILITY DOCUMENTATION (AUG 2012) DLAD  |
| 52.212.5        | Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services      |
| 52.213-4        | Terms and Conditions-Simplified Acquisitions (Other Than Commercial Items)  |
| 52.215-14       | Integrity of Unit Prices  |
| 52.215-14 ALT 1 | Integrity of Unit Prices  |
| 52.216-18       | Ordering  |
| 52.216-19       | Order Limitations   |

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| 52.219-14 | Limitations on Subcontracting   |                        |
| 52.219-16 | Liquidated Damages-Subcontracting Plan  |                        |
| 52.219-8  | Utilization of Small Business Concerns  |                        |
| 52.222-18 | Certification Regarding Knowledge of Child Labor for Listed End Products  | 52.222-19 Child Labor— |
|           | Cooperation with Authorities and Remedies   |                        |
| 52.222.19 | Child Labor—Cooperation with Authorities and Remedies   |                        |
| 52.222-24 | Pre-award On-Site Equal Opportunity Compliance Evaluation   |                        |
| 52.222-50 | Combating Trafficking in Persons  |                        |
| 52.222-51 | Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements |                        |
| 52.222-53 | Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements   |                        |
| 52.222-56 | Certification Regarding Trafficking in Persons Compliance Plan  |                        |
| 52.222.62 | Paid Sick Leave Under Executive Order 13706   |                        |
| 52.223-3  | Hazardous Material Identification and Material Safety Data  |                        |
| 52.223-4  | Recovered Material Certification  |                        |
| 52.223-7  | Notice of Radioactive Materials   |                        |
| 52.225-3  | Buy American-Free Trade Agreements-Israeli Trade Act  |                        |
| 52.225-5  | Trade Agreements  |                        |
| 52.225-13 | Restrictions on Certain Foreign Purchases   |                        |
| 52.226-5  | Restrictions on Subcontracting Outside Disaster or Emergency Area   |                        |
| 52.226-6  | Promoting Excess Food Donation to Nonprofit Organizations   |                        |
| 52.226.8  | Encouraging Contractor Policies to Ban Text Messaging While Driving   |                        |
| 52.227-1  | Authorization and Consent   |                        |

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- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
- 52.232-39 Unenforceability of Unauthorized Obligations
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors
- 52.242-5 Payments to Small Business Subcontractors
- 52.243-1 Changes—Fixed Price
- 52.244-2 Subcontracts
- 52.244-6 Subcontracts for Commercial Items
- 52.246-2 (Aug 1996) Inspection of Supplies – Fixed Price
- 52.246-11 (Dec 2014) Higher-Level Contract Quality Requirement Refer to schedule for applicability.
- 52.246-15 (Apr 1984) Certificate of Conformance This clause applies when Inspection and Acceptance at Origin is cited in the order. Clause: is operative at the discretion of the DCMA quality assurance representative. Does not apply to hazardous material, items under FSC 1560, 1670, 1680, 3110, 3120, or FSG 28 and 29, or when solicitation/order specifically prohibits.
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels
- 52.249-8 Default (Fixed-Price Supply and Service)
- 52.252-1 Solicitation Provisions Incorporated by Reference
- Applicable DFAR Clauses:**
- 252.203-7000 Requirements Relating to Compensation of Former DoD Officials
- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies

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- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights
- 252.204-7000 Disclosure of Information
- 252.204-7002 Payment for Contract Line or Subline Items Not Separately Priced
- 252.204-7004 Antiterrorism Awareness Training for Contractors
- 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls
- 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident
- 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting
- 252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors
- 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support
- 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
- 252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements
- 252.204-7020 NIST SP 800-171 DoD Assessment Requirements
- 252.204-7024 Notice on the use of the Supplier Performance Risk System
- 252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism
- 252.211-7003 Item Unique Identification and Valuation
- 252.217-7026 Identification of Sources of Supply
- 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements
- 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials
- 252.223-7006 ALT I Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials ALT 1
- 252.223-7008 Prohibition of Hexavalent Chromium
- 252.223-7009 Prohibition of Procurement of Fluorinated Fire-Fighting Agent for Use on Military Installations

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252.225-7000 Buy American--Balance of Payments Program Certificate--Basic

252.225-7000 ALT 1 Buy American--Balance of Payments Program Certificate--Alternate I

252.225-7001 Buy American and Balance of Payments Program--Basic

252.225-7001 ALT 1 Buy American and Balance of Payments Program--Alternate I

252.225-7002 Qualifying Country Sources as Subcontractors

252.225-7003 Report of Intended Performance Outside the United States and Canada—Submission with Offer

252.225-7007 Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals

252.225-7010 Commercial Derivative Military Article—Specialty Metals Compliance Certificate

252.225-7012 Preference for Certain Domestic Commodities

252.225-7013 Duty-Free Entry

252.225-7020 Trade Agreements Certificate

252.225-7031 Secondary Arab Boycott of Israel

252.225-7035 Buy American--Free Trade Agreements--Balance of Payments Program Certificate

252.225-7036 Buy American—Free Trade Agreements--Balance of Payments Program

252.225-7041 Correspondence in English

252.225-7048 Export-Controlled Items


252.225-7050 Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism

252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten

252.225-7054 Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation

252.225-7055 Representation Regarding Business Operations with the Maduro Regime


252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime

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- 252.225-7058 Post award Disclosure of Employment of Individuals Who Work in the People's Republic of China
- 252.225-7060 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region
- 252.225-7062 Restriction on Acquisition of Large Medium-Speed Diesel Engines
- 252.225-7974 Representation Regarding Business Operations with the Maduro Regime. (Deviation 2020-O0005)
- 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Haw
- 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with R
- 252.229-7012 Tax Exemptions (Italy)—Representation
- 252.229-7013 Tax Exemptions (Spain)—Representation
- 252.239-7098 Prohibition on Contracting to Maintain or Establish a Computer Network Unless Such Network is Designed to Block Access to Certain Websites - Representation (DEVIATION 2021-O0003)
- 252.244-7000 Subcontracts for Commercial Items
- 252.244-7001 Contractor Purchasing System Administration
- 252.246-7003 Notification of Potential Safety Issues
- 252.246-7007 (Aug 2016) Contractor Counterfeit Electronic Part Detection and Avoidance System
- 252.246-7008 (May 2018) Sources of Electronic Parts
- 252.247-7022 Representation of Extent of Transportation by Sea
- 252.247-7023 Transportation of Supplies by Sea

**DLAD Procurement Notes:**

- C02 Manufacturing Phase-Out or Discontinuation of Production, Diminishing Sources, and Obsolete Materials or Components (DEC 2016)
- C03 Contractor Retention of Supply Chain Traceability Documentation (JUN 2020)

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C06 Surge and Sustainment (S&S) Requirements (FEB 2017)

C07 Warstopper Program Material Buffer Availability (JUN 2020)

#### Quality and Technical Reference Codes:

CS001 EXPORT CONTROL OF TECHNICAL DATA:


This item has technical data some or all of which is subject to export-control of either the International Traffic in Arms regulations (ITAR) or the Export Administration Regulations (EAR), and cannot be exported without prior authorization from either the Department of State or the Department of Commerce. Export includes disclosure of technical data to foreign persons and nationals whether located in the United States or abroad. This requirement applies equally to foreign national employees and U.S. companies and their foreign subsidiaries. DFARS 252.225-7048 is applicable to this data. The Defense Logistics Agency (DLA) limits distribution of export-control technical data to DLA contractors that have an approved US/Canada Joint Certification Program (JCP) certification, have completed the Introduction to Proper Handling of DOD Export-Controlled Technical Data Training and the DLA Export-Controlled Technical Data Questionnaire (both are available at the web address given below), and have been approved by the DLA controlling authority to access the export-controlled data. Instructions for obtaining access to the export-controlled data can be found at:

<https://www.dla.mil/HQ/LogisticsOperations/EnhancedValidation/>

To be eligible for award, offerors and any sources of supply proposed for use are required to have an approved JCP certification and have been approved by the DLA controlling authority to access export-controlled data managed by DLA. DLA will not delay award in order for an offeror or its supplier to apply for and receive approval by the DLA controlling authority to access the export-controlled data.

ES371 DLAD PROVISION 52.211-9009 IS APPLICABLE TO THIS SOLICITATION, THEREFORE SURPLUS MATERIAL WILL NOT BE CONSIDERED. IF PRESENT IN THE SOLICITATION, PROVISION 52.211-9003 AND CLAUSE 52.211-9000 ARE NOT APPLICABLE.


RQ016 Component Qualified Products Lists (QPL)/Qualified Manufacturers Lists (QML): This is a qualified item. The item contains one or more components defined by a specification(s) with an associated Qualified Products List (QPL) or Qualified Manufacturers List (QML). The DLA Directive (DLAD) Procurement Note

|   |   |                         |              |
|---|---|-------------------------|--------------|
|  | <b>Standard Vendor Terms and Conditions Supplement</b>  | Doc #: PU-D-7.4.2.0-002 | Page 9 of 10 |
| Process Owner: Purchasing Manager   | <b>Authority to Approve:<br/>MR / Internal Auditors</b> | Original Date: 3/23/21  | Revision: 4  |

“H02 Component Qualified Products List (QPL)/Qualified Manufacturers List (QML)” applies. The full text of H02 can be found in the DLAD Procurement Notes located on the Web at:

<https://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx>.

- RQ032 Export Control of Technical Data: This item has technical data some or all of which is subject to export-control of either the International Traffic in Arms regulations (ITAR) or the Export Administration Regulations
- ZD059 52.246-11 Higher Level Contract Quality Requirement (Manufacturers)
- RD002 Covered Defense Information Applies: This item and/or associated data has been determined to contain, utilize, or generate covered defense information (CDI). CDI is unclassified controlled technical information or other information, as described in the controlled unclassified information registry that requires safeguarding pursuant to DFARS 252.204-7012.
- RQ013 Qualified Suppliers List of Manufacturers (QSLM) for GunParts This is a qualified item. DLA Directive (DLAD) Procurement Note “M02 Qualified Suppliers List of Manufacturers (QSLM) for Gun Parts Federal Supply Class (FSCs) 1005, 1010, 1015, 1025, 1055, and 1095” applies
- M02 Prescription: 9.202(a)(2)(iii) Solicitations shall include procurement note M02 when purchasing Land and Maritime QSLM Gun Parts qualification items. M02 Qualified Suppliers List of Manufacturers (QSLM) for Gun Parts Federal Supply Classes (FSCs) 1005, 1010, 1015, 1025, 1055, and 1095 (SEP 2016) (1) This is a qualified item. Only manufacturers listed on the QSLM, or the authorized distributors of the manufacturer listed on the QSLM, with adequate supply chain traceability of the item specified in the solicitation/contract are eligible to receive an award. (2) The full listing of QSLM suppliers, along with the qualification criteria, can be viewed electronically at:  
[https://landandmaritimeapps.dla.mil/offices/sourcing\\_and\\_qualification/offices.aspx?Section=QSA](https://landandmaritimeapps.dla.mil/offices/sourcing_and_qualification/offices.aspx?Section=QSA)
- ZD025 MERCURY OR MERCURY CONTAINING COMPOUNDS SHALL NOT BE INTENTIONALLY ADDED TO, OR COME IN DIRECT CONTACT WITH, ANY HARDWARE OR SUPPLIES FURNISHED UNDER THIS CONTRACT. EXCEPTION: FUNCTIONAL MERCURY USED IN BATTERIES, FLUORESCENT LIGHTS, REQUIRED INSTRUMENTS; SENSORS OR CONTROLS; WEAPON SYSTEMS; AND CHEMICAL ANALYSIS REAGENTS SPECIFIED BY NAVSEA. PORTABLE FLUORESCENT LAMPS AND PORTABLE INSTRUMENTS CONTAINING MERCURY SHALL BE SHOCK PROOF AND CONTAIN A SECOND BOUNDARY OF CONTAINMENT OF THE MERCURY OR MERCURY COMPOUND. (IAW NAVSEA 5100-003D).

|   |  |                             |               |
|---|--|-----------------------------|---------------|
|  | <b>Standard Vendor Terms and<br/>Conditions Supplement</b> | Doc #: PU-D-<br>7.4.2.0-002 | Page 10 of 10 |
| Process Owner: Purchasing<br>Manager  | <b>Authority to Approve:<br/>MR / Internal Auditors</b>    | Original Date:<br>3/23/21   | Revision: 4   |

| INDEX OF CHANGES  |              |                    |   |          |                |
|---|--------------|--------------------|---|----------|----------------|
| Training<br>Required?   | Doc.<br>Rev. | Revised by:        | Revision (revision, Addition,<br>Removal); Pages or sections affected | Date     | Approved by    |
| YES <input type="checkbox"/> NO X                                   | 0            | Nancy<br>Devereaux | Initial Document  | 3/23/21  | Erin Bush      |
| YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | 1            | Nancy<br>Devereaux | Added Quality and Technical<br>Reference Codes                        | 5/7/21   | Quinn McDonald |
| YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | 2            | Nancy<br>Devereaux | Added FAR/DFAR's  | 5/20/21  | Quinn McDonald |
| YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | 3            | Patricia Wright    | Added FAR/DFAR's  | 01/20/25 | Erin Bush      |
| YES <input type="checkbox"/> NO <input type="checkbox"/>            | 4            | Patricia Wright    | Added FAR/DFAR's  | 7/2/25   | Quinn McDonald |
| YES <input type="checkbox"/> NO <input type="checkbox"/>            |              |                    |   |          |                |
| YES <input type="checkbox"/> NO <input type="checkbox"/>            |              |                    |   |          |                |