

Purchase Order Terms and Conditions

THESE TERMS AND CONDITIONS SHALL BE APPLICABLE TO ALL ALERT TUBING FABRICATORS, INC. PURCHASE ORDERS.

1. Acceptance

- 1.1. By shipping goods specified in Purchase Order (defined below), Vendor accepts the Purchase Order and agrees to be bound by the terms and conditions provided herein.

2. Communication with ALERT TUBING FABRICATORS, INC. Customer

- 2.1. Vendor shall not communicate with ALERT TUBING FABRICATORS, INC.'s customer or higher tier customer in connection with this Contract, except as expressly permitted by ALERT TUBING FABRICATORS, INC. This clause does not prohibit Vendor from communicating with the U.S. Government with respect to (a) matters Vendor is required by law or regulation to communicate to the Government, (b) fraud, waste, or abuse communicated to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information, (c) any matter for which this Contract, including a FAR or FAR Supplement clause included in this Contract, provides for direct communication by Vendor to the Government, or (d) any material matter pertaining to payment or utilization.

3. Compliance with Laws; Permits, Licenses

- 3.1. Vendor shall comply with all applicable federal, state and local laws, rules, regulations and orders ("Laws"), including, but not limited to, the following, as may be amended from time to time: (a) the Service Contract Act of 1965; (b) the Davis-Bacon Act of 1931; (c) the Fair Labor Standards Act of 1938; (d) The Walsh-Healy Public Contracts Act; (e) the Federal Occupational Safety and Health Act of 1970, including the preparation of Material Safety Data Sheets; (f) the Toxic Substances Control Act of 1976; and (g) any other federal law concerning labor relations, non-discrimination in employment, minimum wages, overtime compensation and hours of employment. Vendor shall obtain all permits and licenses required for the performance of the Purchase Order at no additional charge to Buyer.
- 3.2. If, as a result of any violation of Laws by Vendor, its employees, agents or subcontractors at any tier; (a) Buyer's contract price or fee is reduced; (b) Buyer's costs are determined to be unallowable; (c) any fines, penalties, or interest are assessed on Buyer; or (d) Buyer incurs any other costs or damages, Buyer may make a reduction of corresponding amounts (in whole or in part) in the price of the Purchase Order or any other contract with Vendor, or demand payment (in whole or in part) of the corresponding amounts. Vendor shall pay such amounts within ten (10) days of such demand.

4. Counterfeit Work

- 4.1. The following definitions apply to this clause:

"Counterfeit Work" means Work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

"Suspect Counterfeit Work" means Work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Work part is authentic.

- 4.2. Vendor shall not deliver Counterfeit Work or Suspect Counterfeit Work to ALERT TUBING FABRICATORS, INC. under this Contract.

- 4.3. Vendor shall only purchase products to be delivered or incorporated as Work to ALERT TUBING FABRICATORS, INC., directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Vendor may use another source only if (a) the foregoing sources are unavailable, (b) Vendor's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work, and (c) Vendor obtains the advance written approval of ALERT TUBING FABRICATORS, INC.
- 4.4. Vendor shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in this Contract.
- 4.5. Vendor shall immediately notify ALERT TUBING FABRICATORS, INC. with the pertinent facts if Vendor becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by ALERT TUBING FABRICATORS, INC., Vendor shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. Vendor, at its expense, shall provide reasonable cooperation to ALERT TUBING FABRICATORS, INC. in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Contract.
- 4.6. This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flow down, or other provision included in this Contract addressing the authenticity of Work.
- 4.7. If Work delivered under this Contract constitutes or includes Counterfeit Work, Vendor shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, Vendor shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation ALERT TUBING FABRICATORS, INC.'s costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies ALERT TUBING FABRICATORS, INC. may have at law, equity or under other provisions of this Contract.
- 4.8. Vendor shall include paragraphs 4.1 through 4.6 and this paragraph 4.8 of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to ALERT TUBING FABRICATORS, INC.

5. Default

- 5.1. ALERT TUBING FABRICATORS, INC., by written notice, may terminate this Contract for default, in whole or in part, if Vendor (a) fails to comply with any of the terms of this Contract; (b) fails to make progress so as to endanger performance of this Contract; (c) fails to provide adequate assurance of future performance; (d) files or has filed against it a petition in bankruptcy; or (e) becomes insolvent or suffers a material adverse change in financial condition. Vendor shall have ten (10) days (or such longer period as ALERT TUBING FABRICATORS, INC. may authorize in writing) to cure any such failure after receipt of notice from ALERT TUBING FABRICATORS, INC. Default involving delivery schedule delays, bankruptcy or adverse change in financial condition shall not be subject to the cure provision.
- 5.2. Following a termination for default of this Contract, Vendor shall be compensated only for Work actually delivered and accepted. ALERT TUBING FABRICATORS, INC. may require Vendor to deliver to ALERT TUBING FABRICATORS, INC. any supplies and materials, manufacturing materials, and manufacturing drawings that Vendor has specifically produced or acquired for the terminated portion of this Contract. ALERT TUBING FABRICATORS, INC. and Vendor shall agree on the amount of payment for these other deliverables.
- 5.3. Upon the occurrence and during the continuation of a default, ALERT TUBING FABRICATORS, INC. may exercise any and all rights and remedies available to it under applicable law and equity, including without limitation, cancellation of this Contract. If after termination for default under this Contract, it is determined that Vendor was not in default, such termination shall be deemed a termination for convenience.
- 5.4. Vendor shall continue all Work not terminated or cancelled.

6. Definitions

- 6.1. As used in these Terms and Conditions of Purchase, the following terms shall have the following meanings: (a) "Supplies" means raw materials, components, intermediate assemblies, and end products; (b) "Services" means the direct engagement of time and effort with the primary purpose to perform identifiable tasks rather than to furnish end items of supply; (c) "Construction" means construction, alteration, or repair (including excavating and painting) of buildings, structures, or other real property; (d) "Buyer" means ALERT TUBING FABRICATORS, INC. ("ATF") and any of its corporate affiliates or subsidiaries; (e) "Vendor" means any person or legal entity that provides Supplies, Services, or Construction pursuant to a Purchase Order issued by Buyer; (f) "Purchase Order" means an offer by Buyer to Vendor to buy Supplies, Services, or Construction that becomes a binding contract between Buyer and Vendor upon written acceptance of Vendor or upon Vendor initiating performance; (g) "Government" means the United States Federal Government; (h) "Prime Contract" means the contract under which a Purchase Order is issued or any other contract which requires Buyer to procure services for a Customer; (i) "Customer" means a business entity or association, or any other entity or association, including, without limitation, the Government, with whom Buyer enters into a Prime Contract; and (j) "Work" means the provision of Services or Construction as set forth in the Purchase Order.

7. Inconsistent Provisions

- 7.1. Acceptance of the Purchase Order to which these Purchase Order Terms and Conditions are attached or referenced (the "Purchase Order") is limited to the terms hereof, expressed or implied, and any additional or different terms or conditions in any written acceptance are proposals which do not become a part hereof unless ALERT TUBING FABRICATORS, INC., ("Buyer") consents thereto in writing. Any different or additional terms contained in Vendor's acceptance of the Purchase Order are hereby objected to and are superseded in their entirety by these Purchase Order Terms and Conditions.

8. Independent Contractor

- 8.1. Vendor is an independent contractor in all its operations and activities hereunder. The employees used by Vendor to perform the Purchase Order shall be Vendor's employees exclusively without any relation whatsoever to Buyer.

9. Information Assurance

- 9.1. Information provided by ALERT TUBING FABRICATORS, INC. to Vendor remains the property of ALERT TUBING FABRICATORS, INC. Vendor shall comply with the terms of any proprietary information agreement with ALERT TUBING FABRICATORS, INC. and comply with all proprietary information markings and restrictive legends applied by ALERT TUBING FABRICATORS, INC. to anything provided hereunder to Vendor. Vendor shall not use any ALERT TUBING FABRICATORS, INC. provided information for any purpose except to perform this Contract and shall not disclose such information to third parties without the prior written consent of ALERT TUBING FABRICATORS, INC. Vendor shall maintain data protection processes and systems sufficient to adequately protect ALERT TUBING FABRICATORS, INC. provided information and comply with any law or regulation applicable to such information.
- 9.2. If Vendor becomes aware of any compromise of information used in the performance of this Contract or provided by ALERT TUBING FABRICATORS, INC. to Vendor, its officers, employees, agents, Vendors, or subcontractors (an "Incident"), Vendor shall take appropriate immediate actions to investigate and contain the Incident and any associated risks, including notification within seventy-two (72) hours to ALERT TUBING FABRICATORS, INC. after learning of the Incident. As used in this clause, "compromise" means that information has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to perform the Work. Vendor shall provide reasonable cooperation to ALERT TUBING FABRICATORS, INC. in conducting any investigation regarding the nature and scope of any Incident. Any costs incurred in investigating or remedying Incidents shall be borne by Vendor.
- 9.3. Any ALERT TUBING FABRICATORS, INC. provided information identified as proprietary or subject to restrictions on public disclosure by law or regulation shall be encrypted (a) if transmitted via the Internet, or (b) during electronic storage if potentially accessible by the Internet or otherwise by non-authorized users.
- 9.4. The provisions set forth above are in addition to and do not alter, change, or supersede any obligations contained in a proprietary information agreement between the parties.

9.5. DFARS 252.204-7012 applies to covered defense information if said clause is included in this Contract.

10. Inspection and Acceptance

- 10.1. ALERT TUBING FABRICATORS, INC. and its customer may inspect all Work at reasonable times and places, including, when practicable, during manufacture and before shipment. Vendor shall provide all information, facilities, and assistance necessary for safe and convenient inspection without additional charge.
- 10.2. No such inspection shall relieve Vendor of its obligations to furnish and warrant all Work in accordance with the requirements of this Contract. ALERT TUBING FABRICATORS, INC.'s final inspection and acceptance shall be at destination.
- 10.3. If Vendor delivers non-conforming Work, ALERT TUBING FABRICATORS, INC. may, in addition to any other remedies available at law or at equity: (a) accept all or part of such Work at an equitable price reduction; or (b) reject such Work; or (c) require Vendor, at Vendor's cost, to make all repairs, modifications, or replacements at the direction of ALERT TUBING FABRICATORS, INC. necessary to enable such Work to comply in all respects with Contract requirements.
- 10.4. Vendor shall not re-tender rejected Work without disclosing the corrective action taken.

11. Insurance

- 11.1. Vendor and its subcontractors shall maintain for the performance of this Contract the following insurances: (a) Workers' compensation insurance meeting the statutory requirements where Work will be performed; (b) Employer's liability (EL) in the amount of \$1 million per each accident or per each employee for disease; (c) Commercial general liability (CGL) including Products Liability and Completed Operations liability in the amount of \$1 million per occurrence and \$2 million in the aggregate annually, or in such higher amounts as ALERT TUBING FABRICATORS, INC. may require; (d) Automobile liability (AL) insurance covering third party bodily injury and property damage with a minimum of \$1 million per occurrence limit, or in such higher amounts as ALERT TUBING FABRICATORS, INC. may require; and (e) Such other insurance as ALERT TUBING FABRICATORS, INC. may require.
- 11.2. Vendor shall provide ALERT TUBING FABRICATORS, INC. thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of Vendor's required insurance, provided however such notice shall not relieve Vendor of its obligations to maintain the required insurance. Vendor shall have its' insurers name ALERT TUBING FABRICATORS, INC. as an additional insured on the CGL and AL policies for the duration of this Contract. If requested, Vendor shall provide a "Certificate of Insurance" evidencing Vendor's compliance with these requirements. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of ALERT TUBING FABRICATORS, INC. and is not contributory with any insurance which ALERT TUBING FABRICATORS, INC. may carry. "Subcontractor" as used in this clause shall include Vendor's subcontractors at any tier. Vendor's obligations herein for procuring and maintaining insurance coverage are freestanding and are not affected by any other language in this Contract.

12. Intellectual Property

- 12.1. Vendor warrants that the Work performed or delivered under this Contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Except to the extent that the U.S. Government assumes liability therefor, Vendor shall defend, indemnify, and hold harmless ALERT TUBING FABRICATORS, INC., its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Contract infringes or otherwise violates the intellectual property rights of any person or entity.
- 12.2. Vendor's obligations under paragraph 12.1 above shall not apply to the extent FAR 52.227-1 "Authorization and Consent" applies to ALERT TUBING FABRICATORS, INC.'s Prime Contract for infringement of a U.S. patent and ALERT TUBING FABRICATORS, INC. and its customers are not subject to any actions for claims, damages, losses, costs, and expenses, including reasonable attorney's fees by a third party.

- 12.3. In addition to the Government's rights in data and inventions Vendor agrees that ALERT TUBING FABRICATORS, INC., in the performance of its prime or higher tier contract obligations (including obligations of follow-on contracts or contracts for subsequent phases of the same program), shall have an unlimited, irrevocable, paid-up, royalty free right to make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works, and authorize others to do any, some or all of the foregoing, any and all, inventions, discoveries, improvements, maskworks and patents as well as any and all data, copyrights, reports, and works of authorship, conceived, developed, generated or delivered in performance of this Contract.
- 12.4. The tangible medium storing copies of all reports, memoranda or other materials in written form including machine readable form, prepared by Vendor and furnished to ALERT TUBING FABRICATORS, INC. pursuant to this Contract shall become the sole property of ALERT TUBING FABRICATORS, INC.
- 12.5. No other provision in this Contract, including but not limited to the Indemnity clause, shall be construed to limit the liabilities or remedies of the parties under this clause.

13. New Materials

- 13.1. The Work to be delivered hereunder shall consist of new materials, as defined in FAR 52.211-5, not used, or reconditioned, remanufactured, or of such age as to impair its usefulness or safety.

14. Packing and Shipment

- 14.1. Unless otherwise specified, all Work is to be packed in accordance with good commercial practice.
- 14.2. A complete packing list shall be enclosed with all shipments. Vendor shall mark containers or packages with necessary lifting, loading, and shipping information, including the ALERT TUBING FABRICATORS, INC. Purchase Order number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include Purchase Order number.
- 14.3. Unless otherwise specified, delivery shall be FOB Destination.

15. Record Retention

- 15.1. Vendor shall maintain record of purchase orders placed by ALERT TUBING FABRICATORS, INC., and all associated documents, for ten (10) years minimum. Vendor will notify ALERT TUBING FABRICATORS, INC. if records are to be scheduled for destruction prematurely.

16. Payment Terms; Invoices; Setoff; Taxes

- 16.1. Unless otherwise specified in the Purchase Order, terms of payment shall be net thirty (30) days from the latest of the following: (a) Buyer's receipt of Vendor's invoice; or (b) delivery of Supplies or performance of the Work to the satisfaction of Buyer and the Customer. An itemized invoice shall be submitted by Vendor to the address shown on the face of the Purchase Order to the attention of: "Accounts Payable Department." The invoice shall contain the Purchase Order number, a description of the Supplies furnished, or Work performed, and the unit prices, quantities, and total contract price relating thereto. Payment of invoices may be delayed pending the correction of omissions or errors in the Work performed or Supplies delivered. Buyer shall have the right at all times to set off any amount due or payable to Vendor against any claim or charge Buyer or its Customer may have against Vendor. Any amounts paid by Buyer that the Vendor is obligated to pay pursuant to these Terms and Conditions of Purchase or the Purchase Order will be promptly reimbursed to Buyer by Vendor together with (i) attorney's fees, if any, and (ii) annual interest at 15%, if allowed by law, otherwise at the highest rate allowed by law. If not reimbursed, Buyer may deduct such amount (with attorney's fees and interest as above provided) from any amounts then or thereafter due Vendor. Unless otherwise specified in the Purchase Order, prices and rates shall include all applicable federal, state and local taxes, duties, tariffs and similar or dissimilar fees imposed by any governmental entity, all of which shall be listed separately on Vendor's invoice.

17. Purchase Price

17.1. The purchase price(s) specified in the Purchase Order ("Purchase Price") shall not be subject to change without the prior written approval of Buyer. If no purchase price is specified herein, it is agreed that the Purchase Price will be the lowest purchase price for like goods of like quality charged by Vendor from the date hereof until the date of delivery and in no event will the Purchase Price be higher than last previously quoted or charged to Buyer.

18. Quality Management System

18.1. Vendor shall provide and maintain a quality management system to an industry recognized Quality Standard as designated on ALERT TUBING FABRICATORS, INC.'s Vendor Evaluation Form.

18.2. Records of all quality control inspection work by Vendor shall be kept complete and available to ALERT TUBING FABRICATORS, INC. and its customers.

19. Quantity

19.1. The Purchase Order states item quantities required by Buyer. Buyer reserves the right to reject any shipment totally or partially from Vendor that does not contain the exact quantity of items ordered for that shipment.

20. Stop Work

20.1. Vendor shall stop Work for up to ninety (90) days in accordance with any written notice received from ALERT TUBING FABRICATORS, INC., or for such longer period of time as the parties may agree and shall take all reasonable steps to minimize the incurrence of costs allocable to the Work during the period of Work stoppage.

20.2. Within such period, ALERT TUBING FABRICATORS, INC. shall either terminate in accordance with the provisions of this Contract or continue the Work by written notice to Vendor. In the event of a continuation, an equitable adjustment in accordance with the principles of the "Changes" clause shall be made to the price, delivery schedule, or other provision(s) affected by the Work stoppage, if applicable, provided that the claim for equitable adjustment is made within ten (10) days after date of notice to continue.

21. Timely Performance

21.1. Vendor's timely performance is a critical element of this Contract.

21.2. Unless advance shipment has been authorized in writing by ALERT TUBING FABRICATORS, INC., ALERT TUBING FABRICATORS, INC. may store at Vendor's expense, or return, shipping charges collect, all Work received in advance of the scheduled delivery date.

21.3. Vendor shall provide ALERT TUBING FABRICATORS, INC. status of performance of this Contract when requested. In addition, if Vendor becomes aware of an impending labor dispute involving Vendor or any lower tier subcontractor, or any other difficulty in performing the Work, Vendor shall timely notify ALERT TUBING FABRICATORS, INC., in writing, giving pertinent details. These notifications shall not change any delivery schedule.

21.4. In the event of a termination for convenience or change, no claim will be allowed for any manufacture or procurement in advance of Vendor's normal flow time unless there has been prior written consent by ALERT TUBING FABRICATORS, INC.

22. Prime Contract Flown-Down Causes for Purchase Orders and Subcontracts Issued in Relation to Federal Contracts:

22.1. If the Purchase Order or Subcontract is placed under a Government Prime Contract or a federally-funded subcontract, the following clauses set forth in the Federal Acquisition Regulation (FAR), the Department of Defense Federal Acquisition Regulation Supplement (DFARS), and the Defense Logistics Acquisition Directive (DLAD) in effect on the date of the Prime Contract or Subcontract, where applicable, are incorporated herein by reference with the same force and effect as if given in full text. The exception is all CAS-related clauses which are effective the date of the Purchase Order or Subcontract. Where necessary to make the context of these clauses applicable to the Purchase Order or Subcontract, unless otherwise indicated, the term

"Contractor" shall mean "Vendor" or "Subcontractor," the term "contract" shall mean "Purchase Order" or "Subcontract," and the terms "Government," "Contracting Officer," and equivalent phrases shall mean "Buyer" and Buyer's authorized contracting personnel. Vendor hereby agrees to flow down the following FAR/DFARS/DLAD clauses, where applicable, to its lower-tier subcontractors. Vendor further agrees that when requested by Buyer Vendor will update its understanding and agreement with the applicable FAR/DFARS/DLAD clauses or other federally imposed clauses or requirements then applicable to Vendor's existing Purchase Order or Subcontract.

22.2. Provisions of the Federal Acquisition Regulation Incorporated by Reference

The following FAR clauses apply to this Contract:

FAR 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

FAR 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) (Note 2 applies.)

FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applies if submission of certified cost or pricing data is required. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c)(1). "Government" means "ALERT TUBING FABRICATORS, INC." in paragraph (d)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)

FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (AUG 2011) (Applies if submission of certified cost or pricing data is required for modifications. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (d)(1). "Government" means "ALERT TUBING FABRICATORS, INC." in paragraph (e)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010) (Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.)

FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010) (Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.)

FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) (Applies if this Contract meets the applicability requirements of FAR 15.408(k). Note 5 applies.)

FAR 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010) (Note 2 applies in paragraph (a)(1).)

FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 2010) (Note 2 applies in paragraphs (a)(1) and (b).)

FAR 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013) (Note 1 applies except in paragraphs (a)(3) and (b)(1)(ii)(F) where note 3 applies. Note 2 applies except in paragraph (g) where note 7 applies. The blank in paragraph (a)(3) is completed with "the 30th" unless otherwise specified in this Contract. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) "six years" is changed to "5 years." The references to government entities in paragraph (d) are unchanged. Does not apply to labor hour contracts. For time and materials contracts, applies on to the material portion of the contract.)

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016) (Note 8 applies.)

FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) (Note 8 applies.)

FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016) (Note 8 applies.)

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) (Applies if this Contract is for \$150,000 or more. Note 8 applies.)

FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014) (Applies if this Contract exceeds \$15,000. Note 8 applies.)

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016) (Applies if this Contract is for \$150,000 or more. Note 8 applies.)

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (JAN 2019) (Applies to all sub-tiers)

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015) (Applies if this Contract exceeds \$3,500 except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item. Note 8 applies.)

FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015) (Applies if this Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States. "Contracting Officer" means "ALERT TUBING FABRICATORS, INC.")

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (Applies if this Contract involves hazardous material. Notes 2 and 3 apply, except for paragraph (f) where Note 4 applies.)

FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (Applies to Work containing covered radioactive material. In the blank insert "30". Notes 1 and 2 apply.)

FAR 52.225-1 BUY AMERICAN ACT -- SUPPLIES (MAY 2014) (Applies if the Work contains other than domestic components. Note 2 applies to the first time "Contracting Officer" is mentioned in paragraph (c).)

FAR 52.225-5 TRADE AGREEMENTS (NOV 2013) (Applies if the Work contains other than U.S. made or designated country end products as specified in the clause.)

FAR 52.225-8 DUTY FREE ENTRY (OCT 2010) (Applies if Work will be imported into the Customs Territory of the United States. Note 2 applies.)

FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

FAR 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012) (Applies if this is a labor hour or time and materials prime contract. Notes 1 and 2 apply. The third sentence of paragraph (a)(8) is deleted. In paragraph (f) "one year" is changed to "six months," and in paragraph (g)(2) "6 years" is changed to "five years." Paragraphs (c) and (i) are deleted.)

FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984) (Applies if Work is performed on a Government installation. Note 2 applies. Note 4 applies to the second time "Government" appears in the clause.)

FAR 52.242-15 STOP-WORK ORDER (AUG 1989) (Notes 1 and 2 apply. Alternate I (APR 1984) applies if this is a cost-reimbursement contract.)

FAR 52.243-2 CHANGES - COST REIMBURSEMENT (AUG 1987) (Notes 1 and 2 apply. Applies if this is a cost reimbursement contract.)

FAR 52.245-1 GOVERNMENT PROPERTY (APR 2012) (ALT I) (APR 2012) ("Contracting Officer" means "ALERT TUBING FABRICATORS, INC." except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes ALERT TUBING FABRICATORS, INC. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "ALERT TUBING FABRICATORS, INC." and except in paragraphs (d)(2) and (g) where the term includes ALERT TUBING FABRICATORS, INC. The following is added as paragraph (n) "Vendor shall provide to ALERT TUBING FABRICATORS, INC. immediate notice if the Government or other customers (i) revokes its assumption of loss under any direct contracts with Vendor, or (ii) makes a determination that Vendor's property management practices are inadequate, and/or present an undue risk, or that Vendor has failed to take corrective action when required.")

FAR 52.246-3 INSPECTION OF SUPPLIES - COST REIMBURSEMENT (MAY 2001) (Applies if this is a cost reimbursement contract. Note 1 applies, except in paragraphs (b), (c), and (d) where Note 3 applies, and in paragraph (k) where the term is unchanged. In paragraph (e), change "60 days" to "120 days", and in paragraph (f) change "6 months" to "12 months".)

FAR 52.246-5 INSPECTION OF SERVICES - COST REIMBURSEMENT (APR 1984) (Applies if this is a cost reimbursement contract. Note 3 applies in paragraphs (b) and (c). Note 1 applies in paragraphs (d) and (e).)

FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) (Notes 1 and 2 apply. Substitute "90 days" for "120 days" and "90-day" for "120-day" in paragraph (d). Substitute "180 days" for "1 year" in paragraph (f). In paragraph (j) "right of appeal", "timely appeal" and "on an appeal" shall mean the right to proceed under the "Disputes" clause of this Contract. Settlements and payments under this clause may be subject to the approval of the Contracting Officer. Alternate IV (SEP 1996) applies if this is a labor hour or time and materials contract.)

FAR 52.249-14 EXCUSABLE DELAYS (APR 1984) (Note 2 applies except in paragraph (a)(2); Note 1 applies to (c). In (a)(2) delete "either" and "or contractual".)

22.3. Provisions of the Department of Defense Federal Acquisition Regulation Supplement (DFARS)

The following DFARS clauses apply to this Contract:

DFARS 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013) (Note 2 applies.)

DFARS 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (DEC 2016) (Applies if the Work contains other than domestic components. Applies in lieu of FAR 52.225-1.)

DFARS 252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (SEP 2006) (Applies if Vendor is supplying items on the U.S. Munitions list.)

DFARS 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (OCT 2014) (Applies if the Work to be furnished contains specialty metals. Paragraph (d) is deleted.)

DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2016)

DFARS 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)

DFARS 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) (Applies if this Contract is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems,

assemblies, subassemblies, and parts integral to a system. Vendor shall provide notifications to ALERT TUBING FABRICATORS, INC. and the contracting officer identified to Vendor.)

DFARS 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016) (Paragraphs (a) through (e) apply. In paragraph (c)(2) Note 3 applies. In paragraph (c)(6) Note 6 applies.)

DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA - BASIC (APR 2014) (Applies in lieu of FAR 52.24764 in all Contracts for ocean transportation of supplies. In the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if this Contract is at or below \$150,000. Notes 1 and 2 apply to paragraph (g).)

DFARS 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) (Notes 1 and 2 apply.)

23. Warranty of Services and Construction

- 23.1. Vendor warrants that all Work performed pursuant to a Purchase Order shall be: (a) in accordance with all requirements of the Purchase Order; (b) free from defects in workmanship; (c) free from errors and omissions in design or engineering; (d) conducted in a manner consistent with the level of care and skill ordinarily exercised by professionals performing services of a nature similar to the Work, taking into account standards, state of the art, and Laws existing at the time the Work is performed; and (e) upon passage of title to Buyer, either by incorporation in the construction or upon Buyer's receipt of payment, whichever occurs first, free and clear of all liens, claims, security interests, or encumbrances. Vendor shall be deemed to have examined the site of the Work application to the Purchase Order and to have secured full knowledge of all conditions under which the Work is to be performed. The foregoing warranties shall survive inspection, acceptance, and payment of and for the Work. Vendor shall, without additional compensation, correct, or revise any errors or deficiencies in the Work that are discovered within twelve months of final completion of the Work. If such deficiencies are not corrected in a timely manner, Buyer may cause the same to be corrected and deducted such corrective action costs incurred from monies otherwise due to Vendor. Vendor shall be liable for any such excess costs and shall reimburse Buyer within thirty (30) days of receipt of invoice. This warranty and corrective action shall be in addition to any warranty or guarantee specified elsewhere in these Terms and Conditions of Purchase or the Purchase Order and shall not limit the application of any other warranty or remedy available under law.

24. Trade Control Compliance

- 24.1. The Parties shall comply with all export and import laws, regulations, decrees, orders, and policies of the United States Government and the Government of any country in which the Parties conduct business pursuant to this Contract, including but not limited to the Export Administration Regulations (“EAR”) of the U.S. Department of Commerce, the International Traffic in Arms Regulations (“ITAR”) of the U.S. Department of State, the U.S. Customs & Border Protection Regulations, the Harmonized Tariff Schedule, and the antiboycott and embargo regulations and guidelines as set forth in the EAR and in the U.S. Department of the Treasury, Office of Foreign Assets Control (collectively, “Trade Control Laws”).
- 24.2. Vendor shall control the disclosure of, and access to, controlled items or technical data provided by Buyer related to performance of this Contract in compliance with all applicable Trade Control Laws. Vendor shall not transfer (to include transfer to foreign persons employed by or associated with, or under contract to Vendor, or Vendor’s sub-tier Vendors or Vendor’s non-U.S. subsidiaries) any export-controlled item, data or services, without providing advance notice to Buyer and obtaining the requisite export and/or import authority.
- 24.3. Subject to applicable Trade Control Laws, Vendor shall provide Buyer with the export control classification of any commodity or technology including software.
- 24.4. Vendor represents that it maintains an effective export/import control compliance program in accordance with all applicable Trade Control Laws. A copy of process control documents and other documents reasonably requested by Buyer related to Vendor’s compliance with applicable Trade Control Laws shall be made available to Buyer upon request.
- 24.5. Vendor shall promptly notify Buyer if Vendor is, or becomes, listed in any Denied Parties List or if Vendor’s export privileges are otherwise denied, suspended, or revoked in whole or in part by any Governmental entity.
- 24.6. Vendor shall timely inform Buyer of any actual or alleged violations of any applicable Trade Control Laws, including any suits, actions, proceedings, notices, citations, inquiries, or other communications from any government agency concerning any actual or alleged violations, in Vendor’s performance under this Contract and shall comply with all reasonable requests from Buyer for information regarding any such violations.
- 24.7. Vendor shall incorporate into any contracts with its sub-tier Vendors’ obligations no less restrictive than those set forth in this Article requiring compliance with all applicable Trade Control Laws.

25. Entire Agreement

- 25.1. The Purchase Order, including all documents incorporated therein in full text or by reference, shall constitute the entire agreement and understanding between the parties hereto and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof.

26. Revision History and Approval

REVISION	NATURE OF CHANGES	APPROVAL	DATE
1	Original release	President	05-25-2021
