

## PURCHASE ORDER TERMS AND CONDITIONS

**1 ACCEPTANCE:** The purchase order incorporating these Terms and Conditions becomes a binding contract, subject to the terms set forth herein when accepted by written acknowledgement or commencement of performance: provided, however that if Buyer does not receive written acknowledgement of acceptance within fourteen (14) days after the date of the purchase order, Buyer may terminate this purchase order whether or not performance has commenced without any cost by mailing notice of termination to Seller within twenty-one (21) days after the date of the purchase order. Any Terms of Conditions on the face of the order shall prevail in the event of any inconsistency between them and the Terms and Conditions set forth below. No change in, modification of, or revision to this order shall be valid unless in writing and signed by Buyer.

**2 CHANGES:** Buyer may at any time, by written order and without notice to Sureties or Assignees, make changes within the general scope of this order in any one or more of the following: (1) quantities; (2) drawings, designs or specifications; (3) method of shipping or packing; (4) place of delivery, inspection, or acceptance; (5) delivery schedules; and (6) the amount of Buyer and/or Government furnished property. If any such change causes an increase or decrease in the cost of or the time required for performance of this order, or otherwise affects any other provisions of this order, whether changed or not changed by any such order, an equitable adjustment shall be made in the order price or delivery schedule, or both, and in such other provisions of the order as may be affected, and the order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by Seller of such notification of change, provided, however, that the Buyer, if he decides that the facts justify additional time, may receive and act upon a proposal submitted prior to final payment under this order. Failure of the Parties to agree upon any adjustment to be made under this clause shall not excuse Seller from proceeding with this order as changed.

**3 DELIVERIES:** Time is of the essence in the delivery of the products of this order. If it appears that Seller's deliveries will not meet the delivery schedule, or if Seller's deliveries fail to meet such schedule, upon request of Buyer, and in addition to any other rights or remedies provided to Buyer by law or under this order, Seller shall ship, via expeditious routing necessary to meet such schedule or to recover the maximum possible time lost by failure to deliver on schedule, and the difference between the expeditious routing and the normal routing cost shall be for Seller's amount. Notwithstanding the foregoing, Seller shall not be liable for delay in delivery due to unforeseeable causes beyond his control and without the fault or negligence of Seller or his subcontractors or suppliers and if alternative means of performing are not available. Such causes may include, but are not restricted to: acts of God or of the public enemy; acts of the Government in either its Sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; and unusually severe weather conditions; provided that the Seller shall give written notice to the Buyer of the cause of such failure or delay within five (5) days from the date on which it first appears that such cause will delay or prevent delivery, and within five (5) days after such delay has ceased to exist, shall give written notice to the Buyer of the actual delay resulting therefrom.

**4 ADVANCE PRODUCTION, DELIVERIES, TITLE AND RISK OF LOSS:** In the event of termination or change, no claim will be allowed for manufacture or procurement in advance of the following schedule unless otherwise specified or there has been prior written consent of Buyer:

- (A) Raw material for normal lead-time.
- (B) Semi-finished components or assemblies up to sixty (60) days in advance of delivery required schedule.
- (C) Completed components or assemblies up to thirty (30) days in advance of delivery required schedule.

Unless otherwise provided in this order, Seller shall have title to and bear the risk of loss or damages to the item purchased hereunder until they are delivered in conformity with this order and upon such delivery, title shall pass from Seller and Seller's responsibility for loss or damage shall cease except for loss or damage resulting from Seller's negligence. Buyer shall have the right to return, shipping charges collect, all goods received at Buyer's plant in advance of such schedule.

**5 OVERAGE:** Unless otherwise specified, variation in the quantities herein specified, not exceeding 5%, will be accepted when caused by allowances in manufacturing processes, except on components manufactured specifically to Buyer's prints and/or specifications, in which event only exact quantities will be accepted unless over and under allowances are indicated on the face of the purchase order.

**6 CANCELLATION:** Buyer reserves the right to cancel this order, at no cost to Buyer, in whole or in part if materials (1) are defective; (2) are not shipped as specified herein or in change notice in connection herewith; (3) are not in accordance with specifications or samples; or if Seller (4) fails to comply with other terms and conditions of this order; (5) shall become insolvent, or shall commit any act of bankruptcy; (6) has a voluntary or involuntary petition in bankruptcy filed against him; (7) has legal proceedings instituted for the appointment of receiver, trustee, or assignee for him or his property; or (8) in the sole judgment of Buyer, Seller's condition shall be such as to endanger or impair Seller's ability to perform this order, or at Buyer's convenience, provided that in the event of

cancellation at Buyer's convenience. Buyer will pay Seller's reasonable costs to the date of cancellation.

**7 TERMINATION AND DEFAULT:** (a) If Seller fails to comply with any of the provisions hereof, or in the event Seller becomes the subject of a proceeding under state or federal law for relief of debtors, or if Seller makes an assignment for the benefit of creditors, Buyer shall have the right to hold Seller in default and cancel this order in whole or in part pursuant to and in accordance with the "Default" clause 52.249-8 of the Federal Acquisition Regulations (FAR) in effect on the date of this order and said clause 52.249-8 is incorporated herein by reference and made a part hereof, except that the terms "the Government" and "the Contracting Officer" shall mean Buyer and the term "the Contractor" shall mean Seller. (b) Without affecting its right to Cancel this order under subparagraph (a) hereof. Buyer may terminate this order in whole or, from time to time, in part, and such termination shall be affected in accordance with the provisions of the "Subcontract Termination Clause" contained in the FAR section 52.249-2 in effect on the date hereof, which is incorporated herein by reference and made a part hereof. In the event this order is terminated under the terms of this subparagraph (b) and Seller would have sustained a loss in performing the entire order had it been completed, the appropriate adjustment to be made pursuant to said Section 52.249-2 to reflect the indicated rate of loss shall be made. Whenever applicable in the said FAR provisions incorporated therein, the terms "the Government" and "the Contracting Officer" shall mean Buyer, the term, "the Contractor" shall mean Seller. Notwithstanding the provisions of said clauses, any termination claim of Seller must be submitted to Buyer within ninety (90) days after the effective date of the termination. Failure of Seller to submit its termination claim within the period described, unless extended by Buyer in writing prior to the expiration of said period, shall constitute a waiver of such claim, and Buyer shall not be required to notify Seller or make any determination thereof. The provisions of this clause shall not limit or affect the rights or remedies of Buyer stated in other clauses of this order or provided by law in the event of default or breach by Seller.

**8 PACKING AND SHIPMENT:** All items must be suitably packed and prepared for shipment to secure lowest transportation rates and comply with carrier regulations. No charges will be paid by Buyer for packing, crating or cartage unless stated in the order. All shipments to be forwarded in one day, via one route, must be consolidated. Each container must be consecutively numbered and marked to show order number, and the container and order numbers must be indicated on bill of lading. Packing sheets, showing order number, must be included in each Package of LCL shipments and with each carload shipment. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists. Shipping receipts or bills of lading shall be sent to Buyer's Traffic Department on date material is shipped. Goods shall be packed to assure against damage from weather or transportation. Invoices shall be mailed to the attention of the Buyer's Accounting Department immediately after each shipment. All extra costs incurred from failure to follow shipping instructions will be paid by Seller.

**9 PRESERVATION AND PACKAGING:** The following requirements apply only when specific preservation and packaging instructions are not invoked by the Purchase Order.

- (a) All supplies intended for delivery on the Purchase Order shall be protected against the usual hazards of corrosion, contamination, deterioration or other spoilage at the Seller's facility and prior to delivery.
- (b) All supplies delivered on the Purchase Order shall be packed with suitable protection to prevent corrosion, contamination, deterioration, spoilage or handling damage during transit and while in storage at Arrowhead prior to use.

**10 INSPECTION AND QUALITY:** All supplies ordered are subject to: (1) inspection during the period of manufacture; (2) prior to shipment; and (3) at destination, notwithstanding any prior payment or inspection and acceptance. Inspection may be by the Buyer, Buyer's customers, and/or Government Agency. If inspection and test are inside on the premises of Seller or Seller's subcontractor, Seller shall furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient inspection and tests required by the inspectors in the performance of their duty. Buyer shall notify Seller if any items delivered hereunder are rejected, and at Buyer's election and Seller's risk and expense, such items shall be held by Buyer or returned to Seller. No replacement of defective items shall be made by Seller unless agreed to in writing by Buyer.

**11 WARRANTIES:** Seller warrants that all goods, covered by this order conform to all drawings and/or specifications referred to herein and with all samples furnished or approved by Buyer, are of first-class materials and workmanship and free from defects, and, to the extent Seller knows, or has reason to know, of the purpose for which such goods are intended, that such goods are suitable for purposes intended. Goods ordered according to nationally recognized specifications (specification not furnished by Buyer) shall be supplied in accordance with the latest revisions thereof, unless Seller is otherwise advised by Buyer in writing. Seller agrees to indemnify and save harmless Buyer against any and all liabilities whatsoever for damages and injuries incurred by Buyer, Buyer's employees or customers, by virtue of nonconformity to drawing, specifications or samples, defective material, workmanship, or design (if Seller's design) of such goods or because of unsuitability for the purpose intended. All warranties shall flow to Buyer and its customers.

**12 RESPONSIBILITY FOR PROPERTY:** If the price to be paid for the goods called for by this order is stated herein to include special dies, jigs, tools and patterns used in the manufacture of such goods, such tool, etc. shall be and become the property of Buyer. They shall be kept in good condition and from time to time replaced by Seller without expense to Buyer, except that the actual costs incurred as a result of Buyer's change of

designs or specifications shall be paid for by Buyer, if such changes are made prior to the exhaustion of the useful life of the dies, jigs, tools or patterns changed. At the termination of this order such dies, jigs, tools, patterns or drawing belonging to Buyer shall be disposed of as Buyer shall direct. Seller shall be responsible for any spoilage, damage or loss of any material, machinery or equipment of Buyer, delivered to Seller for machining, processing, or any other purpose hereunder and in the event of any such spoilage, damage or loss, Seller shall repair or replace such material, machinery or equipment to the satisfaction of Buyer.

**3 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** Seller warrants that in the performance of this order, it has complied with or will comply with all applicable Federal, State and local laws and ordinances, including, but not byway of limitation the applicable provisions of the Fair Labor Standards Act, the Walsh-Healey Public Contracts Act as amended (41 U.S.C. Sec. 35-45) and all lawful orders, rules and regulations thereunder. All clauses required by any of these acts, or regulations issued with respect thereto, are hereby incorporated by reference. If this order is subject to provisions of Executive Order 11246, paragraphs (1) through (7) at Section 202 thereof shall be binding on Seller.

**This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, [sexual orientation, gender identity], national origin, protected veterans status or disability.**

**14 INDEMNIFICATION:** If this order covers the performance of labor in whole or in part for Buyer, the provisions of this Paragraph shall be applicable to this order. Seller agrees to be responsible exclusively for and shall bear all loss and/or expense and/or damage and/or claims therefore against the Seller and/or the Buyer, resulting from bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person or persons, and/or on account of damage to or destruction of any property, including loss of use thereof arising out of, or in connection with the performance of work called for by this order, based upon the alleged negligence of: (a) Seller or any of its agents or servants, (b) any subcontractor or materialman or (c) any of such subcontractor's or materialman's employees, agents or servants. Seller further agrees to furnish a certificate from its insurance carriers showing that it carries Workman's' Compensation, Public Liability, and Properly Damage insurance coverage satisfactory to Buyer. Said certificate must show the amount of coverage, number of policy and date of expiration. If Seller is self-insurer, Seller shall cause the State in which said labor is to be performed to furnish a certificate to such effect directly to Buyer.

**5 PATENTS AND DATA RIGHTS:** Seller warrants that the manufacture, sale or use by Buyer of any goods covered by this order does not and will not infringe or contribute to infringement upon any United States or foreign letters patent and Seller agrees to defend, protect, indemnify, and save harmless Buyer, its successors, assigns,

customers and users of its products against any claim or demand based on such infringement or alleged infringement and, after notice, to appear and defend at Sellers own expense any suits at law or in equity arising therefrom. If such goods are protected by one or more patents and a decree of judgment is entered in a court of competent jurisdiction holding any such patent or its claim invalid, or so limited in scope as to impair its protection commercially, this order may forthwith be cancelled by Buyer. If this order covers research and/or development work for Buyer, Seller represents that each of his technical employees had entered into a contract of employment and which provides for assignments to the Seller of all inventions made by said employee, or first conceived or first reduced to practice during the course of his employment and that if during performance of this contract, any of its employees shall make a discovery or invention, or first conceive the same and/or first reduce the same to practice while working on this project, Seller will promptly make such discovery or invention known to Buyer and at the request and

expense of the Buyer and through attorneys named by the Buyer, said employee shall make application for Letters Patent and the Seller agrees to assign said application and any and all rights to said discovery or invention to the Buyer: provided further, however, if this order is issued under a Government contract or subcontract, the applicable Government patent or new technology clauses are to the extent required incorporated herein by reference and any provisions inconsistent with such required clauses shall be to that extent inapplicable. Seller further agrees that any and all information, knowledge or skill relating to (1) all changes in machine design, and (2) all processes and techniques developed, which changes are made and which processes and techniques are developed by Seller of Buyer, in the performance of this contract shall be the sole property of Buyer. Seller further agrees that Seller, its successors, any related company, present employees and future employees will not disclose such information, knowledge or skill to any person or entity without Buyer's express written consent. Seller further agrees to indemnify Buyer for any and all injuries suffered by Buyer as a result of

any such unauthorized disclosure by Seller, its successors, present employees or future employees. All proprietary rights embodied in designs, tools, patterns, drawings, information and equipment supplied by Buyer under this order are reserved and their use is

hereunder or who will work on the adaptation of goods called for hereunder to Buyer's purposes or who will have access to such information, knowledge or skill has entered into or will be required to enter into a contract with Seller pertaining to the assignment of inventions and the maintenance of confidentiality with respect to trade secrets sufficient to enable Seller to comply with the provisions of this Paragraph.

**6 SUBCONTRACTING:** Seller shall not procure or contract for the procurement of any item covered by this order in completed or substantially completed form without first securing the written approval of the Buyer.

**7 ASSIGNMENT:** Seller shall not delegate or assign this order or any interest therein without Buyer's written consent, and any attempted delegation or assignment in violation of this provision shall be void.

**8 REPRODUCTION RIGHTS:** Buyer does not grant or convey any rights to Seller by Placement of this order and Buyer hereby reserves (1) any production rights in or to the item(s) called for hereunder, or (2) any right to use tooling, drawing, designs, patterns, or material, or other information belonging to the Buyer or supplied by or on behalf of Buyer for use in the production, manufacture or design of any articles or materials for the manufacture of production or larger quantities than those specified by the Buyer, except with Buyer's express written consent.

**9 USE OF BUYER'S DATA:** Seller shall not use or disclose any data, technology, designs processes, or other information belonging to or supplied by or on behalf of Buyer, except in the performance of orders for Buyer or the Government where the Government has such rights. Upon Buyer's request, such data, designs, or other information and any copies thereof shall be returned to Buyer. Notwithstanding any other provision of this order, to the extent the Government has received from Buyer the right to authorize such use by Seller, Seller may utilize Buyer's data and information in the manufacture of articles for direct sale to the Government, provided, that Seller shall (1) give Buyer prior written notice of each such proposed use; (2) prominently identify, to the extent possible, each article as being manufactured by Seller for direct sale to the Government; and (3) make no claim against Buyer which arises out of use by Seller of such data and information. Where Buyer's data, designs, or other information are furnished to Seller's suppliers for procurement of supplies by Seller for use in the performance of Buyers orders, Seller shall insert the substance of this provision in its order

**20 NOTICE OF LABOR DISPUTES:** Whenever Subcontractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance of this Order, Subcontractor shall immediately give notice to Arrowhead Products and provide all relevant information including, but not limited to, nature of dispute, labor organizations involved, contingency plans regarding the protection of Arrowhead Products Order, and estimated duration. Subcontractor shall also provide updated reports throughout the dispute duration. Subcontractor agrees to insert the substance of this clause, including this sentence, in any lower-tier subcontract where a labor dispute might delay timely performance of this Order.

**21 GOVERNMENT CONTRACTS:** (a) If this order indicates that it is placed under a Government contract, the following clauses contained in the Federal Acquisition Regulations (FAR) are incorporated herein by reference and made a part hereof and the Seller agrees to be bound by the obligations of Contractor and/or a Seller thereunder. The Revision date of each clause shall be the same as contained in the prime contract. The appropriate DOD FAR Supplement (DFARS) or NASA Far Supplement as it relates to these items are also incorporated by reference. The Seller shall include these terms and conditions in every subcontract or purchase order.

**GENERAL**

52.202-1	Definitions
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-7	Anti Kickback Procedures
52.203-8	Cancellation, Recession and Recovery of Funds for Illegal or Improper Activity
52.204-2	Security Requirements
52.209-6.1	Protecting Government Interests when dealing with Debarred Contractors
52.211-5	Material Requirements
52.211-15	Defense Priorities and Allocation Requirements
52.212-13	Stop Work Order
52.212-15	Government Delay of Work
52.215-10	Price Reduction for Defective Cost or Pricing Data
52.215-20	Requirements for Cost or Pricing Data
52.215-21	Requirements for Cost or Pricing Data - Modifications
52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns
52.222-1	Notice to the Government of Labor Dispute
52.222-3	Convict Labor
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.223-3	Hazardous Material Identification and Material Safety Data
52.223-11	Ozone Depleting Substances

restricted to the work to be performed hereunder, PROVIDED, no duty shall be created

52.227-3 Patent Indemnity  
 52.227-10 Filing of Patent Applications- (Classified subject matter)  
 52.227-11 Patent Rights- Retention by the Contractor (Short Form)  
 52.227-12 Patent Rights- Retention by the Contractor (Long Form)  
 52.227-13 Patent Rights- Acquisition by the Government  
 52.227-14 Rights in Data - General  
 52.228-5 Insurance Work on Government Installation: Applies if work to be done on Government Installation  
 52.229-3 Federal, State and Local Taxes: See Tax Code  
 52.229-4 Federal, State and Local Taxes (State & Local

52.232-1 Adjustments)  
 52.232-9 Payments  
 Limitation on Withholding of Payments

52.234-1 Industrial Resources Developed under Defense  
 52.242-13 Production  
 Bankruptcy

52.242-15 Stop Work Order  
 52.243-1 Changes- Fixed Price  
 52.244-6 Subcontracts for Commercial Items and Commercial Components  
 52.245-2 Government Property (Fixed Price Contracts)  
 52.245-17 Special Tooling  
 52.245-18 Special Test Equipment  
 52.246-2 Inspection of Supplies  
 52.246-4 Inspection of Services  
 52.246-16 Responsibility for Supplies  
 52.247-63 Preference for US Flag Air Carriers: Applies if the order involves International Air Transportation  
 52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels  
 52.249-2 Termination for Convenience of the Government  
 52.249-8 Default

**IN ADDITION TO THE ABOVE LISTED CLAUSES, THE FOLLOWING CLAUSES ALSO APPLY TO THIS CONTRACT IF THE VALUE OF THIS CONTRACT EQUALS OR EXCEEDS \$10,000**

52.222-19 Child Labor-Cooperation with Authorities and Remedies  
 52.222-36

**IN ADDITION TO THE ABOVE LISTED CLAUSES, THE FOLLOWING CLAUSES ALSO APPLY TO THIS CONTRACT IF THE VALUE OF THIS CONTRACT EQUALS OR EXCEEDS \$25,000**

52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans  
 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of Vietnam Era and other Eligible Veterans Interest  
 52.232-17 Competition in Subcontracting (Negotiated Order)  
 52.244-5 Limitation of Liability  
 52.246-23 Limitation of Liability- Services

**IN ADDITION TO THE ABOVE LISTED CLAUSES, THE FOLLOWING CLAUSES ALSO APPLY TO THIS CONTRACT IF THE VALUE OF THIS CONTRACT EQUALS OR EXCEEDS \$100,000**

52.203-6 Restriction Subcontractor Sales to Government  
 52.203-11 Certification and Disclosure regarding payments to Influence Certain Federal Transactions  
 52.203-12 Limitation of Payments to Influence Certain Federal Transactions  
 52.214-27 Price Reduction for Defective Cost of Pricing Data- Modifications- Sealed Bidding  
 52.214-28 Subcontractor Cost or Pricing Data- Modifications- Sealed  
 52.215-2 Audit and Records - Negotiation  
 52.215-14 Integrity of Unit Prices  
 52.222-4 Contract work hours and Safety Standards Act- Overtime Compensation General (only paragraphs A-D  
 52.223-2 Clean Air and Water  
 52.222-39 Notification of Employee Rights (union dues)  
 52.223-14 Toxic Chemical Release Reporting  
 52.227-2 Notice and Assistance— Patent and Copyright Infringement  
 52.230-2 Cost Accounting Standards

**IN ADDITION TO THE ABOVE LISTED CLAUSES, THE FOLLOWING CLAUSES ALSO APPLY TO THIS CONTRACT IF THE VALUE OF THIS CONTRACT EQUALS OR EXCEEDS \$500,000**

52.215-12 Subcontractor Cost or Pricing Data  
 52.215-13 Subcontractor Cost or Pricing Data- Modifications  
 52.219-9 Small Business and Small Disadvantage Business Subcontracting

**THE FOLLOWING DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (45 CFR CHAPTER Z) CLAUSES (DFARS) ALSO APPLIES:**

**General**  
 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting  
 252.215-7000 Aggregate Pricing Adjustment  
 252.223-7004 Drug Free Workplace  
 252.225-7000 Buy American Balance of Payments Program Certificate  
 252.225-7001 Buy American Act and Balance of Payments Program  
 252.225-7002 Qualified Country Sources as Subcontractors  
 252.225-7008 Duty Free Entry- Qualifying Country End Products and Support  
 252.225-7012 Preference for Domestic Commodities  
**252.225-7014 Preference for Domestic Specialty Metals (Alt 1)**  
 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings  
 252.225-7031 Secondary Arab Boycott of Israel  
 252.227-7013 Rights and Technical Data and Computer Software (ALT1)  
 252.227-7018 Restrictive Markings on Technical Data  
 252.227-7019 Identifications of Restrictive Right and Computer Software  
 252.227-7027 Deferred Ordering of Technical Data or Computer Software  
 252.227-7029 Identification of Technical Data  
 252.227-7030 Technical Data- Withholding Payment  
 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles  
 252.231-7000 Supplemental Cost Principles  
 252.243-7001 Pricing of Adjustments  
 252.243-7002 Request for Equitable Adjustment

**IN ADDITION TO THE ABOVE LISTED CLAUSES, THE FOLLOWING CLAUSES ALSO APPLY TO THIS CONTRACT IF THE VALUE OF THIS CONTRACT EQUALS OR EXCEEDS \$10,000**

52.222-20 Walsh-Healey Public Contracts Act

**IN ADDITION TO THE ABOVE LISTED CLAUSES, THE FOLLOWING CLAUSES ALSO APPLY TO THIS CONTRACT IF THE VALUE OF THIS CONTRACT EQUALS OR EXCEEDS \$25,000**

252.227-7031 Data Requirements

**2. DEFINITIONS:** As used in the FAR or DFAR clauses specified herein, Contracting Officer shall mean "Buyer", "Contract" shall mean this order. "Subcontract" shall mean subcontract to and buyers purchase order issued under this order by Seller, and Contractor shall mean "Seller". "Contract" means this order unless the content of this clause requires otherwise, and "Subcontractor" means Sellers Purchase Order or Subcontract issued pursuant to the order.

**23. MISCELLANEOUS:** A failure by Arrowhead Products to enforce any of the provision(s) of this contract shall not be construed as a waiver of the requirement(s) of such provision(s), or as a waiver of the rights of Arrowhead Products thereafter to enforce each and every such provision(s).

Arrowhead Products approval of documents shall not relieve Seller from complying with any requirements of this contract. The rights and remedies of Buyer in this contract are cumulative and in addition to any other rights and remedies provided by law or in equity.

**24. ATTORNEY FEES:** Should any legal proceedings arise out of this order, the Prevailing party shall be entitled to recover all reasonable expenses including reasonable attorney fees.

**25. ENVIRONMENT / HEALTH & SAFETY EXPECTATION:** Sellers are expected to:

- Provide safe working conditions for all employees, customers and contractors.
- Adhere to all applicable national, regional, state and local laws and regulations

52.230-4  
52.232-15

Consistency in Cost Accounting Standards  
Progress Payments ALT 1

- governing Environment, Health and Safety.
- Operate in a manner that minimizes the impact to the environment.

- Limit the use of natural resources and promote sustainable natural resources practices. Extend and communicate these EH&S requirement to their employees and suppliers.