

PURCHASE ORDER "P- CLAUSES"

ONE OR MORE OF THE FOLLOWING CLAUSES CAN BE INCORPORATED HEREIN BY REFERENCE ON THE FACE OF THE PURCHASE ORDER(P.O.) OR PROMULGATED BY THE COGNIZANT SHINMAYWA PROCUREMENT REPRESENTATIVE

P-1. NOTICE OF ANTICIPATED DELAY IN DELIVERY: Seller shall promptly notify Buyer at any time during the performance of this purchase order that Seller expects that it will not be able to deliver the item(s), being procured here under, in accordance with the delivery schedule as set forth herein, regardless of the reason for the anticipated delay in delivery.

P-2. NO COST TERMINATION: In consideration of Buyer having released Seller from obligation to perform or deliver under the terminated portion of this purchase order, and in further consideration of Seller retaining all inventory allowable thereto, including, but not limited to raw stock, purchase parts, and work in process, but exclusive of tools and/or material furnished by Buyer, if any, Seller hereby releases Buyer from any claims or demands resulting from said termination.

P-3. HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA : The Seller agrees to submit a Material Safety Data Sheet (Department of Labor Form ASH-20), as prescribed in Federal Standard No. 313A 29 CFR 1910.1200, HAZARD COMMUNICATION STANDARD, AND STATE OF CALIFORNIA ADMINISTRATIVE CODE, TITLE 8, SECTION 5194, for all hazardous material 5 days before delivery of the materials whether or not listed in Appendix A of the Standard. This obligation applies to all materials delivered under this purchase order which will involve exposure to hazardous materials or items containing these materials. Seller agrees to identify all hazardous materials and label each container of hazardous material in accordance with Federal Standard 29 CFR 1910.1200, Hazard Communication Standard, and State of California Administrative Code, Title 8, Section 5194. Seller shall forward, five (5) days before delivery, one copy of the Material Safety Data Sheet (MSDS) to the Seller. Seller shall forward an updated Material Safety Data Sheet (MSDS) when formulation changes significantly in composition from the original material. Seller shall include a copy of the Material Safety Data Sheet (MSDS) with each shipment of material. The Seller shall comply with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits in connection with hazardous material.

P-4. OFFLOAD AND SUBCONTRACT PAINTING OPERATIONS: Seller must comply with all local air quality district regulations, if they exist. Use of coatings that violate these regulations is strictly forbidden. If the coating(s) specified in this purchase order violates you district regulations, you must notify the Buyer Immediately.

P-5. BUYER'S RESIDENT OFFICE: The Buyer may elect, at its sole discretion and at any time during the performance period of this purchase order, to establish a Buyer's Resident Office (hereinafter referred to as "BRO") at the Seller's facility on either a full time or part time, or periodic visit basis, as program needs dictate, staffed as appropriate to meet mutual program objectives. The function of the BRO shall be to facilitate coordination and communication between the Buyer and the Seller, monitoring the Seller's progress, and assisting in initiating correct action measures as require to effect the successful discharge of the requirements of the purchase order. The BRO personnel shall have access to all levels of Seller's management and manufacturing areas on a noninterference basis, to permit adequate liaison, coordination, progress visibility and evaluation, and initiation of corrective action as necessary. The BRO shall not have authority to authorize changes shall be effected as provided under the Changes clause of this purchase order, exclusively, by the cognizant representative of Buyer' Procurement Department.

P-6. COMPLIANCE WITH INTERNATIONAL TRAFFIC IN ARMS REGULATION (ITAR) AND EXPORT ADMINISTRATION REGULATION (EAR) REQUIREMENTS: Seller is hereby placed on notice than any technical data furnished with this purchase order may relate to articles which appear on the Munitions List of the Office of Munitions Control (OMC), U.S. Department of State or the Commodity Control List of the Bureau of Export Administration, U.S. Department of Commerce and may therefore be subject to export licensing requirements and limitations on disclosure to foreign nationals. Federal criminal and civil penalties may result from any violation of these provisions.