



MOTION CONTROL SYSTEMS, INC.

Purchase Order Terms & Conditions – Applicable to purchase in support of government contracts
Effective Date: 12/15/2020

1. Offer/Acceptance

If this purchase order ("PO") refers to external provider's bid or proposal, this PO is an ACCEPTANCE of vendor's OFFER TO SELL in accordance with the terms and conditions of the "solicitation" identified in external provider's bid or proposal. The solicitation includes an RFP, IFB, or any other form of order by buyer. If a bid or proposal is not referenced, this PO is an OFFER TO BUY, subject to external provider's acceptance, demonstrated by external provider's performance or written acceptance of this PO. Any COUNTER-OFFER TO SELL automatically CANCELS this PO, unless a change order is issued by buyer accepting a counter-offer. This PO shall supersede and control over any external provider form(s) or part(s) thereof included in or attached to any bid, proposal, offer, acknowledgment, or otherwise, in the event of inconsistencies or contradictions, regardless of any statement to the contrary in such form(s) or parts thereof.

2. Safety Information

All chemicals, equipment and materials proposed and/or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act of 1970. External Provider shall furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

3. Configuration Management

The External Provider shall ensure that the current configuration of all drawings, specifications, and instructions required by the Contract / Purchase Order, as well as authorized changes, are used for manufacturing, inspecting, and testing.

4. Changes

External Provider shall furnish products and/or services strictly in accordance with the specifications and price set forth for each item. This PO shall not be modified, superseded or otherwise altered, except in writing signed by MCS approval and accepted by external provider. Each shipment received or service performed shall comply with the terms of this PO, notwithstanding invoice terms or acts of external provider to the contrary, unless this PO has been modified, superseded or otherwise altered in accordance with this section.

5. Delivery

Unless otherwise specified in the solicitation or this PO, delivery shall be FOB destination. MCS is relying on the promised delivery date, installation, and/or service performance set forth in external provider's bid or proposal as material and basic to MCS's acceptance. If external provider fails to deliver or perform as and when promised, MCS, in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or part of any shipment so made, and charge external provider with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.

6. Intellectual Property

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by external provider in performance of its obligations under this PO shall be the exclusive property of MCS and the US Government. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the materials. External Provider shall comply with all applicable laws, regulations and MCS policies related to confidential information and all confidentiality and non-disclosure agreements, security controls, and reporting requirements.

7. Quality

MCS shall be the sole judge in determining "equals" with regard to quality, price and performance. All products delivered shall be newly manufactured and the current model, unless otherwise specified.

8. Warranties

All provisions and remedies of the Virginia Uniform Commercial Code ("UCC"), relating to implied and/or express warranties are incorporated herein, in addition to any warranties contained in this PO or the specifications.

9. Inspection and Acceptance

MCS reserves the right of final approval of product, procedures, processes and equipment. Final acceptance is contingent upon completion of all applicable inspection procedures. If products or services fail to meet any inspection requirements, MCS may exercise all of its rights, including those provided in the UCC. MCS shall have the right to inspect services provided under this PO at all reasonable times and places. "Services" as used in this section includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to PO requirements, MCS may require external provider to perform the services again in conformity with PO requirements, without additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, MCS may (a) require external provider to take necessary action to ensure that future performance conforms to PO requirements and (b) equitably reduce the payment due external provider to reflect the reduced value of the services performed. These remedies do not limit the remedies otherwise available in this PO, at law, or in equity.

ASD Flowdown Requirements:

- a. All special processes required by this PO must be performed by qualified personnel.
- b. MCS reserves the right to review and approve the Vendors Quality Management System. Standard QMS Requirements Include:
 1. Vendors providing special processing must maintain a system for validating processes.
 2. Vendors providing special processes shall provide a Certificate of Conformance upon delivery of materials.
 3. Customer Directed sources must operate in accordance with approved specifications and standards as dictated and controlled by the customer in question.
 4. External Providers initially approved for use via Certification (ISO, AS9100, ISO 17025, AS9120, etc) must notify our organization of any changes to that certification.
- c. The Vendor shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.
- d. MCS reserves the right to approve or specify any designs, tests, inspection plans, verifications, use of statistical techniques for product acceptance, and any applicable critical items including key characteristics.



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- e. MCS reserves the right to designate requirements for test specimens for design approval, inspection/verification, investigation or auditing.
- f. The Vendor is required to:
 - 1. Notify MCS of nonconforming product both before and after shipment.
 - 2. Obtain MCS approval for nonconforming product disposition.
 - 3. Notify MCS of changes in product and/or process, changes of external providers, and changes of manufacturing facility locations.
 - 4. Flow down to the supply chain the applicable requirements including customer requirements.
- g. The Vendor is required to supply product that has a remaining shelf life of at least 75% of original life as of the date of shipment.
- h. The Vendor is required to retain all Records associated with the Purchase Order indefinitely, or as required by contract.
- i. Right of access by MCS, our customer 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.
- j. All vendors providing Calibration Services must be Certified ISO17025 (or equivalent). All Calibration Certificates must identify standards used and must be traceable to NIST (National Institute of Standards Technology).
- k. Seller shall provide a proper Bill of Lading signed by Carrier, or any other legally applicable documents providing title to the goods to Purchaser upon delivery, fully protecting all parties in case of damages in transit. All cost incurred due to improper packing will be paid by Seller. AS9100 Purchasing Standard Terms and Conditions.
- l. Certification of Materials and/or Process performed must accompany materials/parts received. Invoice will be aged for payment based on date Certification(s) is received.
- m. EXPORT/IMPORT/ITAR COMPLIANCE Warning: Information furnished to seller under this purchase contract may contain data subject to U.S. Export Laws and Regulations. Seller is advised that such data may not be exported or re-exported to foreign persons, employed by or associated with, or under contract to seller or seller's lower tier external providers, without the prior written consent of Motion Control Systems, Inc., and under the authority of an export license or applicable license exemption. If such data is marked as export controlled, seller shall indemnify and hold buyer harmless from and against any and all claims, liabilities and expenses resulting from sellers' failure to comply with the Export Laws and Regulation of the United States.
- n. External providers shall make persons aware of their contribution to the product or services conformity, product safety and the importance of ethical behavior.
- o. Buy American: COUNTRY OF ORIGIN MUST BE SUPPLIED WITH ALL DELIVERED MATERIAL IN ACCORDANCE WITH DFAR-Clauses 252.225.7001, 252.225.7002, 252.225.7008 and 252.225.7009. COUNTRY OF ORIGIN MUST* BE ONE OF THE FOLLOWING: USA, Australia, Austria, Belgium, Canada, Czech Republic, Denmark, Egypt, Finland, France, Germany, Greece, Israel, Italy, Japan, Luxembourg, Netherlands, Norway, Poland, Portugal, Slovenia, Spain, Sweden, Switzerland, Turkey, United Kingdom of Great Britain and Northern Ireland. * If material from one of the above countries cannot be supplied. Notify the MCS Buyer. The TBE MCS may be able to waive this requirement.

10. Raw Materials

External Provider shall provide material certification and traceability back to mill source upon delivery of materials (Must show heat/lot number linking external provider documentation to mill documentation). Additional certification may be required, see Purchase Order for details which may include but not limited to: MIL Spec requirements, mercury free statement and/or dye penetrant test.

11. Counterfeit Work

(a) 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 mislabeled, 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.

(b) External Provider shall not deliver Counterfeit Work or Suspect Counterfeit Work to MCS under this Contract/Purchase Order

(c) External Provider shall only purchase products to be delivered or incorporated as Work to MCS directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. EXTERNAL PROVIDER may use another source only if (i) the foregoing sources are unavailable, (ii) EXTERNAL PROVIDER's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work, and (iii) EXTERNAL PROVIDER obtains the advance written approval of MCS.

(d) EXTERNAL PROVIDER shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in this Contract.

(e) EXTERNAL PROVIDER shall immediately notify MCS with the pertinent facts if EXTERNAL PROVIDER becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by MCS, EXTERNAL PROVIDER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. EXTERNAL PROVIDER, at its expense, shall provide reasonable



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cooperation to MCS in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Contract.

(f) This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flowdown, or other provision included in this Contract addressing the authenticity of Work.

(g) In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, EXTERNAL PROVIDER 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, EXTERNAL PROVIDER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation MCS'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 MCS may have at law, equity or under other provisions of this Contract.

(h) External Provider shall include paragraphs (a) through (f) and this paragraph (h) 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 MCS.

12. Taxes

If this PO is being issued under a Federal Government contract MCS is exempt for taxes.

13. Payment

MCS shall pay external provider for all amounts due per the payment terms stated on the PO after receipt of products or services and a correct notice of amount due.

14. Assignment and Successors

External Provider shall not assign rights or delegate duties under this PO or subcontract any part of the performance required under this PO, without the express, written consent of MCS. External provider must provide MCS with a plan at least 180 days prior to the proposed start date of implementing such change in the manufacturing location or subcontracting of processes required for the Goods. External Provider will notify MCS of any potential changes to the program, Goods, or schedule promptly as it becomes aware of them. External Provider will not deliver, ship, or substitute Goods that have had a process change in its manufacture until all required technical documentation and change approvals have been received from MCS. This PO shall inure to the benefit of and be binding upon external provider and MCS and their respective successors and assigns. Assignment of accounts receivable may be made only upon written notice furnished to MCS.

15. Indemnification

If any article sold or delivered under this PO is covered by a patent, copyright, trademark, or application therefore, external provider shall indemnify and hold harmless MCS from any and all loss, liability, cost, expenses and legal fees incurred on account of any claims, legal actions or judgments arising out of manufacture, sale or use of such article in violation or infringement of rights under such patent, copyright, trademark or application. If this PO is for services, external provider shall indemnify, save, and hold harmless MCS, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related expenses, incurred as a result of any act or omission by external provider, or its employees, agents, subcontractors or assignees, arising out of or in connection with performance of services under this PO.

16. Independent Contractor

External Provider shall perform its duties hereunder as an independent contractor and not as an employee. Neither external provider nor any agent or employee of external provider shall be deemed to be an agent or employee of MCS. External Provider and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through MCS and MCS shall not pay for or otherwise provide such coverage for external provider or any of its agents or employees. Unemployment insurance benefits will be available to external provider and its employees and agents only if coverage is made available by external provider or a third party. External Provider shall pay when due all applicable employment, income, and local head taxes incurred pursuant to this PO. External Provider shall not have authorization, express or implied, to bind MCS to any agreement, liability or understanding, except as expressly set forth herein. External Provider shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by MCS, and (c) be solely responsible for its acts and those of its employees and agents.

17. Compliance

External Provider shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

18. Termination Prior to Shipment

If external provider has not accepted this PO in writing, MCS may cancel this PO by written or oral notice to external provider prior to shipment of goods or commencement of services.

19. Termination for Cause

(a) If external provider refuses or fails to timely and properly perform any of its obligations under this PO with such diligence as will ensure its completion within the time specified herein, MCS may notify external provider in writing of non-performance and, if not corrected by external provider within the time specified in the notice, terminate external provider's right to proceed with the PO or such part thereof as to which there has been delay or a failure. External Provider shall continue performance of this PO to the extent not terminated and be liable for excess costs incurred by MCS in procuring similar goods or services elsewhere. Payment for completed services performed and accepted shall be at the price set forth in this PO. (b) MCS may withhold amounts due to external provider as MCS deems necessary to reimburse MCS for excess costs incurred in curing, completing or procuring similar goods and services. (c) If after rejection, revocation, or other termination of external provider's right to proceed under the CUCC or this clause, MCS determines for any reason that external provider was not in default or the delay was excusable, the rights and obligations of MCS and external provider shall be the same as if the notice of termination had been issued pursuant to termination under § 21.

20. PO Approval

This PO shall not be valid unless it is executed by purchasing agent. MCS shall not be responsible or liable for products or services delivered or performed prior to proper execution hereof.

21. Sensitive Data



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To the extent external providers comes in contact with individual personal data owned or otherwise held by MCS as a result of performing under this PO ("Data"), external provider agrees to use such Data, if at all, only to the extent required to perform its obligations under this PO, and to abide by the requirements of any federal, state and local laws that address the protection and/or use of such Data.

22. DPAS Rating

IF A DPAS RATING IS SHOWN ON THE FACE OR ANY LINE OF THIS PURCHASE ORDER, THEN: THIS IS A 'DPAS RATED' ORDER CERTIFIED FOR NATIONAL DEFENSE USE, AND YOU ARE REQUIRED TO FOLLOW ALL THE PROVISIONS OF THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM REGULATION (15 CFR 700 ET SEQ.). ALL 'DPAS RATED' ORDERS ABOVE \$75,000 MUST BE ACCEPTED IN WRITING AS FOLLOWS: Fifteen (15) working days after receipt of a DO rated order and within ten (10) working days after receipt of a DX rated order. If the order is rejected, the person must give reasons in writing or electronically for the rejection.

23. Federal Flowdown Provisions for Federally Funded Contracts

MCS has entered into an Agreement with either the U.S. Government, or another entity who has itself entered into an Agreement with the U.S. Government. That Agreement requires that certain federal contract provisions be made a part of any subsequent Purchase Order issued by MCS of Virginia related to furthering the performance or deliverables required under that Agreement. Where necessary to make the context of these provisions applicable to this order, the term "contractor" shall mean "External Provider," the term "contract" shall mean "this order," and the terms "Government," "contracting officer," and equivalent phrases shall mean "buyer." External Provider hereby agrees to flowdown the applicable clauses to its lower-tier subcontractors, and agrees that the clauses are in effect between it and the buyer, as applicable. The following provisions are from the Federal Acquisition Regulations (FAR), which are available online. (NOTE: These FAR clauses may have applicability only when the Purchase Order is at or in excess of a certain dollar threshold, shown in parentheses, or under certain circumstances.)

FAR Citation	Title
52.203-13	Contractor Code of Business Ethics and Conduct (Oct 2015)
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract (\$30,000)
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (JUN 2016)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (\$35,000)
52.215-14	Integrity of Unit Prices
52.219-16	Liquidated Damages -- Subcontracting Plan
52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity (\$10,000)
52.222-36	Affirmative Action for Workers with Disabilities (\$15,000)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
52.222-50	Combating Trafficking in Persons (Mar 2015)
52.222-55	Minimum Wages under Executive Order 13658 (Dec 2015)
52.223-2	Clean Air and Water (applicable on orders issued under contracts solicited and issued prior to February 25, 2000)
52.223-6	Drug-Free Workplace
52.225-3	Buy American Act - Free Trade Agreements - Israeli Trade Act
52.225-13	Restrictions on Certain Foreign Purchases
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises
52.227-1	Authorization and Consent (applicable if in excess of the simplified acquisition threshold)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (applicable if in excess of the simplified acquisition threshold)
52.227-10	Filing of Patent Applications -- Classified Subject Matter
52.227-11	Patent Rights -- Retention by the Contractor (Short Form)
52.227-14	Rights in Data - General
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
52.244-6	Subcontract for Commercial Items and Commercial Components ("Commercial item" and "commercially available off-the-shelf item" have the meanings contained in Federal Acquisition Regulation 2.101)
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (\$0)

In addition, if federal funds through a contract from an agency of the Department of Defense are involved, the following Department of Defense Federal Acquisition Regulations (DFAR) clauses apply. DFAR clauses are available online. (NOTE: These DFAR clauses may have applicability only when the Purchase Order is at or in excess of a certain dollar threshold, shown in parentheses, or under certain circumstances.)

DFAR Citation	Title
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252.203-7001	Prohibition on Persons Convicted of fraud or Other Defense-Contract Related Felonies (not applicable for commercial items) (applicable if at or in excess of the simplified acquisition threshold)
252.227-7013	Rights in Technical Data -- Noncommercial Items (\$0)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7034	Patents - Subcontracts (\$0, for experimental, developmental, or research work to be performed by other than a small business firm or non-profit organization)
252.231-7000	Supplemental Cost Principles (\$0)

In addition, if federal funds through a contract from the National Aeronautic and Space Administration (NASA) are involved, the following NASA Supplemental Federal Acquisition Regulations (FAR) clauses apply. NASA clauses are available online. (NOTE: These NASA clauses may have applicability only when the Purchase Order is at or in excess of a certain dollar threshold, shown in parentheses, or under certain circumstances.)

24. Federal Flowdown Provisions for Federally Funded Grants

MCS has entered into an Agreement with either the U.S. Government, or another entity who has itself entered into an Agreement with the U.S. Government. That Agreement requires that certain federal grant provisions be made a part of any subsequent Purchase Order issued by MCS of Virginia related to furthering the performance or deliverables required under that Agreement. Where necessary to make the context of these provisions applicable to this order, the term "contractor" shall mean "External Provider," the term "contract" shall mean "this order," and the terms "Government," "contracting officer," and equivalent phrases shall mean "buyer." External Provider hereby agrees to flowdown the applicable clauses to its lower-tier subcontractors, and agrees that the clauses are in effect between it and the buyer, as applicable. Performance by the External Provider under this Purchase Order constitutes certification that the External Provider is presently in compliance with, and will continue to comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and Executive Orders Numbers 12549 and 12689, all as described below.

Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.



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Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Debarment and Suspension (E.O.s 12549 and 12689)

This Order incorporates by reference FAR 52.209-6. Seller certifies upon executing this Order that Seller or its principles is not debarred, suspended, or proposed for debarment by the U.S. Government. Further, Seller shall immediately notify Buyer in writing if Seller is suspended or debarred by the U.S. Government or if it is proposed for suspension or debarment by any agency of the U.S. Government.

Access to Records (OMB Circular A-110, .48(d))

All negotiated contracts (except those for less than the small purchase threshold) awarded by recipients shall include a provision to the effect that the recipient, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examination, excerpts and transcriptions.

Claims

To the extent that the work or services being acquired hereunder are for ultimate sale to the United States Government, nothing in this Agreement grants the Seller a right to file a direct claim against the United States Government.