

AIW-Alton, Inc. Purchase Order Provisions
(Effective September 10, 1988 Revised October 24, 2006)
AIW-Alton, Inc. Purchase Order Provisions are applicable except as noted.

1. GOVERNMENT CONTRACTING FLOW DOWN CLAUSES (*Applicable to Government orders including DO/DX rated orders.*)

1.1	Defense Priority and Allocation Requirements	FAR 52.212-8
1.2	Stop-Work Order	FAR 52.212-13
1.3	Examination of Records	FAR 52.215-1
1.4	Subcontractor Cost or Pricing Data	FAR 52.215-24
1.5	Subcontractor Cost or Pricing Data-Modifications	FAR 52.215-25
1.6	Walsh-Healey Public Contracts Act	FAR 52.222-20
1.7	Equal Opportunity	FAR 52.222-26
1.8	Hazardous Material Identification and Material Safety Data	FAR 52.223-3
1.9	Notice and Assistance Regarding Patent and Copyright Infringement	FAR 52.227-2
1.10	Federal, State and Local Taxes	FAR 52.229-3
1.11	Disputes	FAR 52.233-1
1.12	Changes-Fixed Price	FAR 52.243-1
1.13	Limitation of Liability	FAR 52.246-23
1.14	Termination for Convenience of the Government	FAR 52.249-2
1.15	Default (Fixed-Price Supply and Service)	FAR 52.249-8

2. AIW-ALTON, INC. QUALITY ASSURANCE PROVISIONS

2.1 General

- 2.1.1 The Seller shall ensure that all equipment, materials and machinery manufactured or assembled and all work performed under this purchase order will be fully inspected by the Seller prior to shipment.
- 2.1.2 The Seller shall notify AIW of any changes in Seller's product and shall obtain approval of such changes prior to delivery of product under the order.

2.2 Quality Requirements - Flow Down

ANSI/NCSL Z540-1, ISO 10012 or MIL-STD-45662 or equivalent Calibration is a requirement of this order unless specifically excluded. FAR 52:246-2 Standard Inspection is a requirement of this order unless the subject product or service is a commercial item, a pre-existing item, a warehoused item, an item with which no documentation except for identification is required, or unless specifically excluded.

2.3 Contract Quality Requirements - (Invoked by Purchase Order)

- 2.3.1 ISO 9002 or ANSI/ASQC Q9002 Para. 4.7 only (GFM or GFP)
- 2.3.2 ISO 9002 or ANSI/ASQC Q9002 Inspection System
- 2.3.3 Special Quality Requirement

2.4 Material Identification

- 2.4.1 The Seller shall establish and maintain a procedure for material identification that ensures the use of specified materials and components. Items shipped to AIW shall be identified in such a manner as to permit verification upon receipt.

2.4.2 Raw materials used by the Seller in the fabrication or processing of products being produced for the Buyer shall conform to physical, chemical and other technical requirements of the applicable material specification.

2.5 AIW-Alton, Inc. Source Inspection *(Applicable to all orders)*

AIW-Alton, Inc. reserves the right to witness specify functional tests performed at the Seller's facilities. Such tests will be specified in the Purchase Order and the test date shall be at the convenience of the Seller.

2.6 AIW-Alton, Inc. Audit *(Applicable to all orders)*

AIW-Alton, Inc. reserves the right to audit the Seller's quality program and material identification system. The audit shall be at the convenience of the Seller and limited in scope.

2.7 Certificate of Compliance and Statements of Quality *(When cited by Purchase Order)*

When specified by the Purchase Order, the Seller shall provide a Certificate of Conformance or a Statement of Quality. When a Statement of Quality is invoked, verifiable supporting data shall be furnished.

2.8 Nonconforming Material *(Applicable to all orders)*

Material which is received at the Buyer's facility and is found to be of a nonconforming nature by virtue of the fact that the material is not in accordance with the Purchase Order or that the documentation or verifiable data are missing, incomplete or incorrect, will be returned to the Seller at the Seller's expense. Prior to executing action on nonconforming material, the Buyer will notify the Seller of the nature of the material discrepancy such that, if possible, the discrepancy may be rectified at the Seller's expense without returning the material to the Seller.

2.9 Packaging *(Applicable to all orders)*

Product shall be packaged and packed in conformance with ASTM D3951 standards as applicable and so as to provide mechanical and physical protection sufficient to insure safe arrival.

3. TERMS AND CONDITIONS *(Applicable to all orders)*

3.1 Process

The prices indicated on this order are fixed and include packing and shipping cost unless otherwise specified.

3.2 Delivery

The date or dates of delivery specified must be strictly adhered to since time is of the essence.

3.3 Insurance

The Seller shall carry at all times during the process of this order all necessary Workmen's Compensation and Public Liability Policies and advise buyer of same upon request.

3.4 Governing Law, etc.

All purchase orders shall be governed by the laws of the State of Connecticut without regard to its conflicts of laws rules.

3.5 Disputes

All disputes shall be heard in, and all parties consent to jurisdiction and venue in, the state courts of the State of Connecticut, Hartford County. Each party shall pay its own cost of any dispute.

3.6 Incorporation

All purchase orders are issued subject to these provisions. Any work commenced pursuant to a Purchase Order constitutes acceptance of these provisions and supersedes any other terms offered by the Seller, notwithstanding any provisions in Seller's proposal to the contrary.