

	Title:	<b>General Terms and Conditions</b>	May Technology & Mfg., Inc.	
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**1. CONTRACT FORMATION AND MODIFICATION**

- a. This Order is MTM's offer to Seller. This Order, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Order.
- b. Acceptance by Seller is expressly limited to the terms of this offer. Seller's acceptance of MTM's offer must be by commencement of performance or by written acknowledgment of this Order, but where Seller's acceptance is by commencement of performance, MTM reserves the right to treat its offer as having lapsed before acceptance unless MTM is notified of Seller's acceptance within a reasonable time. Any different or additional terms of Seller's acknowledgment are hereby objected to and rejected by MTM regardless of the form of such acknowledgment. Upon Seller's acceptance, the Order shall be the complete and exclusive statement of the terms of the resulting contract.
- c. The Contract (which term is intended to include Purchase Order [PO]) shall not be modified by or interpreted by reference to any course of dealing or usage of trade and shall not be modified by any course of performance. No modification of the Contract shall be effective unless in writing signed by the party to be charged with the modification. No modification shall bind MTM unless signed by an authorized MTM d. Purchasing Representative
- e. If, in connection with this Contract, Seller is represented (directly or indirectly) by any former MTM Procurement or Procurement decision making employee, whose termination from MTM is less than three (3) years prior to the date of this Contract; then this Contract is violable in the sole discretion of MTM.
- f. All documentation, notices, and oral communications concerning this Purchase Order/Contract shall use the English language. In the event that English communications are translated into another language for Seller's convenience, the meaning conveyed by the English version of the communication shall govern this Purchase Order/Contract and the Parties' performance there under.

**2. INSPECTION, ACCEPTANCE AND REJECTION**


- a. All goods (which term throughout this Contract includes, without limitation, processes, technical information, computer software, raw materials, components, intermediate assemblies, end products and, where applicable, services to be performed hereunder) shall be subject to inspection and test at all times and places, including the period of manufacture, by MTM, and also the Government if this is an order that is placed under a Government contract. Inspectors shall have access to all areas on the premises of the Seller or of Seller's subcontractors in which work on this Contract is being performed.
- b. Seller and Seller's subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost. Seller shall furnish to inspectors all information and data as may be reasonably required to perform their inspection. All goods to be delivered hereunder shall be subject to final inspection, test and acceptance by MTM at destination, notwithstanding any payment or inspection at source. MTM shall accept or give notice of rejection of goods delivered hereunder within a reasonable time after receipt of such goods. Acceptance by MTM shall not waive any rights that MTM might otherwise have at law or by express reservation in this Contract with respect to any nonconformity.
- c. Any tender of goods which is nonconforming as to the quality or quantity or the delivery schedule shall constitute a breach of this Contract and MTM shall have the absolute right to reject such goods, in whole or in part, and notify Seller thereof. In the event of such a tender, MTM shall be entitled to all remedies as provided by law, and in addition thereto shall have the right to do any or all of the following:
  - 1) To hold such nonconforming goods for a reasonable period at Seller's risk and expense pending a determination to accept or reject any or all thereof;
  - 2) To return such nonconforming goods to Seller at MTM's election and at Seller's risk and expense for replacement or correction;
  - 3) To accept such nonconforming goods subject to an equitable price reduction;
  - 4) To replace or correct such nonconforming goods and charge to Seller the cost occasioned to MTM thereby; or
  - 5) To recover by offset or otherwise any and all expenses, costs, price reductions, and damages paid, incurred, or suffered by MTM as a result of such holding, return, replacement, correction, reductions, or rejections of nonconforming goods.
- d. Product that has been found nonconforming during any processing, machining or other contracted requirements shall not be reworked or repaired without written consent from MTM's Quality or Purchasing Manager.

**3. QUALITY CONTROL AND CONTRACTUAL COMPLIANCE**

- a. Seller shall provide and maintain a quality control system acceptable to MTM for the items purchased under this Contract, and Seller shall permit MTM to review procedures, practices, processes and related documents to determine such acceptability. It is MTM's policy to survey all sellers periodically to ascertain compliance with requirements which have been made part of this Contract. Seller agrees to provide access to its premises for, and to cooperate with, MTM in the conduct of those surveys.
- b. All Boeing Engineering data and digital product data (DPD) must be controlled in accordance with the latest revision of Boeing's D6-51991 requirements (available on Boeing's Website).
- c. Nonconformance Administration Charge of up to \$250.00 per occurrence is subject to be charged for the receipt of Non-conforming Product.
- d. Documented Root Cause and Corrective Action for defects must be maintained internally even if an official SCAR is not issued.
- e. Notify MTM quality management within 5 business days if Notice of Escapements (NoE) or major 3<sup>rd</sup> party findings have been written against the supplier QMS system that could impact MTM product.
- f. Any product identified as ITAR, MLA, MA, TAA, EAR, and other necessary Controlled Unclassified Information (CUI) requirements shall be controlled to their respective regulations.
- g. MTM requires our suppliers to make disclosure regarding whether Conflict Minerals (T3&G), Restricted Hazardous Substances (RoHS), or Substance of Very High Concern (REACH) or PBT and PFAS chemicals are used to process the products supplied to us.

**4. WARRANTY**

- a. Inspection and acceptance of any goods by MTM shall not be deemed to alter or affect the obligations of Seller or the rights of MTM under the warranties herein or as may be provided by law.
- b. Seller warrants that all goods furnished hereunder will conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part of this Contract), will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by MTM, free from defects in design. MTM's approval of designs or specifications furnished by Seller shall not relieve Seller of its obligations under this warranty.

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- c. In addition to its other remedies, MTM may, at Seller's expense, require prompt correction or replacement of any goods failing to meet Seller's warranties herein. Goods corrected or replaced by Seller shall be subject to all of the provisions of this Contract in the manner and to the extent as goods originally furnished hereunder.
- d. All warranties, including special warranties specified elsewhere herein, shall inure to MTM, its successors, assigns, customers and users of its products.

**5. DELIVERY**

- a. Seller shall strictly adhere to the delivery and completion schedules specified in this Contract. If, at any time, Seller believes it may be unable to comply with the delivery or completion schedules, Seller shall immediately notify MTM's Purchasing Representative in writing of the probable length of any anticipated delay and the reasons for it, and shall continue to notify MTM's Purchasing Representative of any material change in the situation. In the event of such notification or of an actual failure by Seller to comply with the delivery or completion schedules, MTM may, in addition to all other remedies, require Seller, at Seller's expense, to ship goods via airfreight or expedited routing to avoid or minimize delay.
- b. In the event of early delivery, MTM may store goods at Seller's expense, unless delivery in advance of the contractual commitment date is expressly authorized within this Contract.
- c. The quantities specified for delivery on this Purchase Order/contract are the only quantities required by MTM. Therefore, if Seller delivers quantities in excess of those specified in this Purchase Order/contract, MTM shall not be required to make any payment for the excess goods and, at MTM's election, may keep or return the excess goods at Seller's risk and expense.

**6. CHANGES**

MTM may, at any time, exclusively in a writing signed by its authorized Purchasing Representative, and without notice to sureties, make changes with the general scope of this Contract which affect the

- a. Drawings, designs, or specifications of goods being specially manufactured for MTM;
- b. Method of shipment or packing
- c. Place of delivery; or
- d. Delivery schedules.

If any such change causes an increase or decrease in the cost of, or the time required for, performance of this Contract, an equitable adjustment shall be made in the contract price or delivery schedule or both, and the Contract shall be modified in writing accordingly. Any claim by Seller for adjustment under this Article must be asserted in writing to MTM's Purchasing Representative not later than thirty (30) days after the date of receipt by Seller of the written change authorization, or within such extension as MTM may grant in writing. MTM may, in its sole discretion, consider any such claim regardless of when asserted. Such claim shall be in the form of a complete change proposal fully supported by factual information. Pending any such adjustment, Seller will diligently proceed with the Contract as modified. Where the cost of property made excess or obsolete as a result of a change is included in Seller's claim for adjustment, MTM shall have the right to direct the manner of disposition of such property. MTM shall have the right to examine any of Seller's pertinent books and records for the purpose of verifying Seller's claim.

**7. TERMINATION FOR DEFAULT**

- a. MTM may terminate the whole or any part of this Contract in any of the following circumstances:
  - (1) If Seller fails to deliver the goods or to perform the services required by this Contract within the time specified herein, or any extension thereof granted by MTM in writing; or
  - (2) If Seller fails to perform any of the other provisions of this Contract or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances does not cure such failure within a period of ten (10) days after receipt of notice from MTM specifying such failure; or
  - (3) In the event of suspension of Seller's business, insolvency, institution of bankruptcy, liquidation proceedings by or against Seller, appointment of a trustee or receiver for Seller's property or business, or any assignment, reorganization or arrangement by Seller for the benefit of creditors.
- b. MTM may require Seller to transfer title and deliver to MTM in the manner and to the extent directed by MTM (1) any completed goods, and (2) such partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights, (hereinafter called "manufacturing materials") as Seller has produced or acquired for the performance of this Contract, including the assignment to MTM of Seller's subcontracts; and Seller shall protect and preserve property in possession of Seller in which MTM has an interest. Payment for completed goods delivered to and accepted by MTM shall be at the contract price. Payment for manufactured materials delivered to and accepted by MTM and for the protection and preservation of property shall be at a price determined in the same manner as provided in Article 8 hereof, except that Seller shall not be entitled to profit. MTM may withhold from Seller monies otherwise due Seller for completed goods and/or manufacturing materials in such amounts as MTM determines necessary to protect MTM against loss due to outstanding liens or claims against said goods.

**8. MTM PROPERTY**

- a. Seller shall keep all property furnished by MTM and all property to which MTM acquires title by virtue of this Contract segregated and clearly marked and will maintain a complete inventory thereof. Seller assumes all risk of loss, destruction or damage to such property while in Seller's custody or control. Seller will immediately notify MTM's Purchasing Representative in writing of any such loss, destruction or damage. Except for property incorporated in delivered end products, Seller will, upon termination or completion of this Contract, deliver such property, as directed by MTM, in good condition subject to ordinary wear and tear and normal manufacturing losses.

**9. NONDISCLOSURE; TECHNICAL DATA FOR CERTIFICATION, SIMULATION, TRAINING, OR INTERFACE**

- a. The information contained in reports, drawings, documents, electronic data sets or other records which are furnished to Seller by MTM shall not be disclosed by Seller to others and shall not be used for purposes other than the performance of this Contract without MTM's written consent.
- b. The information furnished to MTM by Seller in reports, drawings, documents, or other records shall not be disclosed by MTM to others except as provided herein and shall not otherwise be used for purposes other than the performance of this Contract without Seller's written consent.

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- c. Each party will recognize the other party's restrictive markings and impose such restrictions upon third parties, provided that such markings purporting to cover information already within a recipient's knowledge or which is obtainable from another source without restrictions or which for any reason is not protectable by law shall not be binding upon the recipient.
- d. Upon request, Seller shall provide MTM at no additional charge, such existing technical data pertaining to Seller's Product as MTM deems necessary for certification, training, simulation, or interface purposes. In support of those purposes only, MTM may furnish such Seller data to third parties, in which case MTM will impose Seller's restrictive markings (if any) in accordance with Subparagraph c, above. In the alternative and upon MTM's request, Seller shall provide such data directly to MTM-designated third parties also at no extra charge.
- e. Nothing in this provision shall limit either party's right to enter into data exchange agreements with each other or third-party recipients of the data to ensure further protection of a party's proprietary interests in such technical data. Nothing in this provision shall limit Seller's right to compensation in the event that necessary data must be created to support the certification, training, simulation, or interface technical objective.
- f. Seller shall include this provision, exclusive of Paragraph b, in all of its lower-tier subcontracts issued in support of this Contract, and this provision shall have precedence over any other provisions herein relating to the transfer of Seller's technical data.

**10. SUBCONTRACTING**

- a. Seller will not subcontract without MTM's prior written consent for the design, development or procurement of the whole or any substantial portion of any goods ordered hereunder. This limitation shall not apply to Seller's purchases of standard commercial supplies or raw material.

**11. SUSPENSION OF WORK**

- a. MTM's Purchasing Representative may, by written order, suspend all or part of the work to be performed under this Contract for any period not to exceed ninety (90) days. Within such period, or any extension thereof to which the parties may agree, MTM shall either: (a) cancel such suspension, or (b) terminate the work covered by suspension. Seller shall resume work whenever a suspension is cancelled or expires. An equitable adjustment shall be made in the delivery schedule or contract price, or both, if: (a) the suspension results in a change in Seller's cost of performance or ability to meet the contract delivery schedule, and (b) Seller asserts a claim for adjustment within thirty (30) days after the end of the period of suspension.

**12. NOTICES**

- a. Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, Seller shall immediately give notice thereof, and all relevant information with respect thereto, and shall continue to notify MTM of any material changes in the information required hereunder. Seller agrees to insert the substance of this Article in any subcontract hereunder wherein a labor dispute may delay the timely performance of this Contract.
- b. Any notice submitted by Seller, unless otherwise specified within this Contract, shall be in writing and directed to the MTM Purchasing Representative indicated on the face of the Purchase Order/Contract.

**13. DISPUTES**

- a. Pending the final resolution of any dispute involving this Contract, Seller agrees to proceed with performance of this Contract, including the delivery of goods, in accordance with MTM's instructions.
- b. Seller shall submit to MTM's authorized Purchasing Representative a written demand for MTM's final decision regarding the disposition of any dispute between the parties relating to this Contract, unless MTM, on its own initiative, has already rendered such a final decision. Any MTM final decision shall be expressly identified as such, shall be in writing, and shall be signed by MTM's authorized Purchasing Representative, except that MTM's failure to render a final decision within ninety (90) days after receipt of Seller's demand shall be deemed a final decision adverse to Seller's contentions.
- c. MTM's final decision shall be conclusive and binding regarding the dispute unless Seller commences an action to contest such decision within ninety (90) days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- d. Seller shall cooperate fully with MTM in seeking a resolution of any dispute involving this Contract under the disputes procedure applicable to the Government prime or higher-tier contract and if MTM elects to follow such procedures Seller shall not be entitled to demand a final decision under Paragraph b. above until such resolution. Seller shall be bound by the final outcome of the disputes procedure if: (1) MTM has afforded Seller an opportunity to participate in MTM's conduct of the dispute, or (2) MTM, having decided to discontinue its own processing of the dispute, has afforded Seller an opportunity to assume the processing of the dispute in MTM's name.
- e. MTM and Seller shall bear their own costs of processing the dispute.

**14. WAIVER AND SEVERABILITY**

- a. Any action or inaction by MTM or the failure of MTM, on any occasion, to enforce any right or provision of this Contract shall not be construed to be a waiver by MTM of its rights hereunder, and shall not prevent MTM from enforcing such provision or right on any future occasion. A determination that any portion of this Contract is unenforceable or invalid shall not affect the enforceability or validity of any of the remaining portions of this Contract.

**15. RIGHTS AND REMEDIES**

- a. The rights and remedies of MTM herein are cumulative, and are in addition to any other rights or remedies that MTM may have at law or in equity.

**16. PRECEDENCE**

- a. In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply: (a) special terms and conditions; (b) general terms and conditions contained here; (c) specifications; and (d) all other attachments incorporated herein by reference. MTM's specifications shall prevail over any subsidiary documents referenced therein. Seller shall not use any specification in lieu of those contained in this Contract without written consent of MTM's authorized Purchasing Representative.

**17. INDEMNIFY AND HOLD HARMLESS**

- a. Patent Trademark and Copyright Indemnity. Seller agrees to indemnify and hold harmless MTM, its customers and users of its products, against any expense, loss or liability for any actual or alleged infringement of any patent, trademark or copyright, arising from or related to the use, sale, manufacture or disposal of the goods furnished to MTM under this Contract. Upon receipt of timely notice of any claim or suit alleging such infringement, Seller agrees to defend MTM, its customers and users of its products, or any of them, at Seller's expense.

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- b. Seller shall also indemnify, defend and hold harmless MTM from and against all losses, costs, fees and damages arising, directly or indirectly, from any actual or alleged failure by Seller to comply with any of the statutes, rules, regulations and orders herein.

**18. PRICE WARRANTY**

- a. Seller warrants that the price of the goods to be furnished to MTM under this Contract do not exceed the price charged by Seller to any other customer purchasing the same goods in like or smaller quantities and under similar conditions of purchase.

**19. MATERIALS FURNISHED AND PROPERTY RIGHTS**

- a. If MTM furnishes any material for fabrication hereunder, Seller agrees:
  - (1) Not to substitute any other material in such fabrication without MTM's written consent;
  - (2) That title to such materials shall not be affected by incorporation in or attachment to any other property; and
  - (3) That all such material or replacement material furnished at MTM's expense shall be returned in the form of products (except that which became normal industrial waste) or unused material.
  - (4) Seller shall inspect any such material furnished by MTM and shall have the right to reject nonconforming material upon inspection, but in the event of losses or attrition thereafter, Seller shall be responsible for replacing such material at its own expense. Inaccuracies, out of tolerance conditions or inadequacies in materials which are accepted by Seller shall not excuse performance in strict accordance with the applicable specifications; provided, however, that if such materials were furnished by MTM with such deficiencies, Seller shall be entitled to an equitable adjustment, if any, pursuant to the changes provision of this Contract.
- b. Seller agrees that it will use all designs, tools, patterns, drawings, specifications, other information and equipment, title to which is in MTM, only in the performance of this Contract and not otherwise, unless MTM's prior written consent has been obtained. The foregoing shall not be construed as limiting the right of Seller to use such items in the manufacture of end products for direct sale to the Government to the extent that the Government has the right under a contract with MTM, or otherwise, to authorize such use by Seller; provided that such use will not interfere with Seller's performance of this or other contracts from MTM relating to Government Contracts in effect at the time Seller enters into direct sale to the Government, that Seller furnishes prior written notice to MTM of such intended use, and, to the extent practicable, Seller prominently identifies each such end product as being manufactured by Seller for direct sale to the Government. Seller's performance in strict accordance with the specifications shall not be excused by reason of any inaccuracy in tools or fixtures furnished by MTM; provided, however, that if such tools or fixtures were furnished by MTM with such inaccuracies, Seller shall be entitled to an equitable adjustment, if any, pursuant to the changes provision of this Contract.

**20. PACKING**

All items are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified

- a. To show the number of the container and the total number of containers in the shipment, and
- b. The number of the container in which the packing sheet has been enclosed. All shipments by Seller or its subcontractors must include packing sheets containing MTM's Contract number, quantity, part number/size, description of the items shipped, and appropriate evidence of inspection. Materials for different contracts shall be listed on separate packing sheets.

**21. SHIPPING INSTRUCTIONS**

- a. Shipments must be made as specified on the face of the Contract, except as subsequently modified in writing by MTM or otherwise directed in writing by MTM's Traffic Department.

**22. CLEARANCE OF MATERIALS INTENDED FOR PUBLIC RELEASE**

- a. Seller shall issue no news release (including photographs and files), public announcement, advertisement, denial, or confirmation concerning all or any part of the subject matter of this Contract or any phase of any program hereunder without the prior written approval of MTM.

**23. SAFETY AND ACCIDENT PREVENTION**

In performing work under this Contract, Seller shall

- a. Conform to the specific safety requirements contained in the Contract, and
- b. For those related activities not directly addressed by the Contract, conform to the applicable safety rules prescribed by the installation, and
- c. Take such additional precautions as MTM or the Contracting Officer under MTM's contract may reasonably require for safety and accident prevention. Any violation of such rules and requirements unless promptly corrected as directed by the Purchasing Representative, shall be grounds for termination of this Contract in accordance with the default provisions hereof. MTM may, by written order, direct additional safety and accident standards as may be required under MTM's Contract and any adjustments from such direction will be in accordance with the provisions of this Contract entitled "Changes".

**24. PRIME APPROVED SPECIAL PROCESSORS LIST (ASPL)**

For Contracts with Special Processes requiring a Prime's approval on their Approved Special Processors List (ASPL), should the Seller's approval status be withdrawn by the Prime:

- a. Seller must stop all work effected by the specific Prime approval withdrawal immediately.
- b. Seller must notify MTM's Purchasing Representative within five (5) business days of the change in status with a detailed list of all effected Processes, Contract Numbers, and Part Numbers in writing to MTM's Purchasing Representative.

For Contracts with Special Processes requiring a Prime's approval on their Approved Special Processors List (ASPL), should the Seller's approval status be reinstated by the Prime:

- a. Seller must provide MTM's Purchasing Representative verifiable proof of Prime approval reinstatement.
- b. Seller must supply amended completion dates within five (5) business days of re-instatement with a detailed list of all effected Processes, Contract Numbers and Part Numbers in writing to MTM's Purchasing Representative.

**25. RECORDS RETENTION**

- a. Records must be retained for a minimum of ten (10) years after final delivery unless otherwise specified by Contract.

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**26. COUNTERFEIT PARTS/MATERIAL**

The supplier shall have a counterfeit detection process that meets the intent of SAE standard AS6174, Counterfeit Materiel; Assuring Acquisition of Authentic and Conforming Materiel.

Suppliers shall have a counterfeit parts program plan to ensure it does not receive counterfeit parts into inventory or inadvertently sell them to other parties. The plan shall meet the intent of A6174 section 3, its sub sections and all appendices.

Suppliers of Electronic Parts shall have a counterfeit detection process that meets the intent of SAE standard AS5553, Counterfeit Materiel; Assuring Acquisition of Authentic and Conforming Materiel.

Suppliers shall have a counterfeit parts program plan to ensure it does not receive counterfeit parts into inventory or inadvertently sell them to other parties. The plan shall meet the intent of A5553 section 4, its sub sections and all appendices.

All electrical, electronic, electro-mechanical and electro-optical component parts delivered shall be from the Original Component Manufacturer (OCM)/ Original Equipment Manufacturer (OEM) or franchised distributors or Authorized Aftermarket Manufacturer (AAM).

All non-electrical standard parts, like fasteners, nuts, washers, springs, o-rings, inserts, and pins, must have a certification from the Original Component Manufacturer (OCM)/ Original Equipment Manufacturer (OEM) or Authorized Aftermarket Manufacturer (AAM) or authorized distributor. Parts shall not be used or reclaimed and misrepresented as new.

Component part suppliers delivering directly to May Technology & Mfg. shall provide certification with each lot/ shipment. The certificate shall include as a minimum: manufacturer name and address, manufacturer and/or buyer's part number and dash number, batch identification for the item(s) such as date codes, lot codes, heat lot, serializations, or other identifications, Signature or stamp with title of seller's authorized personnel signing the certificate.

**Note:** Distributors shall, in addition to the above, include their company's certification for each part number shipped. a.

Guarantee of Materiel Source(s)

(1) The seller shall ensure that only new and authentic materials are used in materiel delivered to May Technology and Mfg. Inc. The Seller may only purchase materials directly from original manufacturers, manufacturer franchised distributors, or authorized aftermarket manufacturers. Use of materiel that was not provided by these sources is not authorized unless first approved in writing by May Technology and Mfg. Inc. The seller must present compelling support for its request (e.g., original manufacturer documentation that authenticates traceability of the materiel to the original manufacturer), and include in its request all actions to ensure the materiel thus procured is authentic and conforming. b. Supply Chain Traceability

(1) The seller shall maintain a method of commodity and item level traceability that ensures tracking of the supply chain back to the manufacturer of all materials being delivered per this order. This traceability method shall clearly identify the name and location of all of the supply chain intermediaries from the manufacturer to the direct source of the materiel for the seller and shall include the manufacturer's commodity or item level identification for the item(s) such as date codes, lot codes, heat codes, serializations, unique item identifiers, or batch identifications.

c. Certificate of Conformance and Traceability (U.S. Department of Defense Contracts)

(1) This clause is applicable to all contracts for Qualified Products List (QPL) or Qualified Manufacturers List (QML) - controlled materiel. This clause applies regardless of the point of inspection designated in the contract award. This clause applies both to contracts awarded directly to a manufacturer listed on the applicable QPL / QML and to suppliers (e.g., distributors) not listed as approved manufacturers on the applicable QPL/QML. The materiel supplied must be in strict conformance to the requirements set forth and / or referenced in the item description, including applicable revisions and slash sheets. To ensure this conformance, the contractor must provide a Certificate of Conformance and Traceability (CoC/T) with the information and documentation required by the applicable specification. This documentation must reference the contract number and include a certification Signed by the approved QPL/QML manufacturer. In addition, if the materiel is not procured directly from the approved manufacturer, all additional documentation required by the specification must be provided to establish traceability from the QPL / QML manufacturer through delivery to the Government. The CoC/T is required to determine acceptability of the supplies. If the CoC/T is not provided, is incomplete or otherwise unacceptable, the supplies will be determined not to meet contract requirements and will be rejected. If the contract requires inspection and acceptance at origin, the contractor shall furnish the original and two copies of the CoC/T to the Government Quality Assurance Representative (QAR) with the items offered for acceptance. The CoC/T must clearly reference the applicable contract number. The contractor shall submit one signed copy to the contracting officer. The second copy shall be retained by the QAR. The original shall be maintained by the contractor. If the contract requires inspection and acceptance at destination, the contractor shall mail one copy of the CoC/T to the contracting officer upon shipment/delivery. The CoC/T must clearly reference the applicable contract number."

d. U.S. Department of Defense Contracts shall also be required to comply with the requirements of DFARS 252.246-7007 entitled "Contractor counterfeit electronic parts detection and avoidance system revision in effect as of the date of purchase order. It is the seller's responsibility to request from MTM Purchasing as to whether the purchase order is subject to U.S. Department of Defense Contracts Product Impoundment and Financial Responsibility

(1) If suspect/counterfeit materials are furnished under this purchase agreement, such items shall be impounded. The seller shall promptly replace such items with items acceptable to the May Technology and Mfg. Inc. and the seller may be liable for all costs relating to impoundment, removal, and replacement. May Technology and Mfg. Inc. may turn such items over to Authority Having Jurisdiction for investigation and reserves the right to withhold payment for the suspect items pending the results of the investigation. Any known instances of fraud or attempted fraud shall be documented in writing to May Technology and Mfg. Inc.

(2) Any report made pursuant to these terms and conditions shall be made to the Quality Manager of May Technology & Mfg., Inc. 2922 Wheeling, Kansas City, MO 64129

**27. CYBER SECURITY**

**FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems**

- (a)
- (b)(1)(i) Thru (xv)
- (b)(2)
- (b)(3)

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(c) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

\*\*\*Please see <https://www.acquisition.gov/far/52.204-21> for entire clause requirements\*\*\*

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REVISION TABLE			
REVISION LEVEL	REVISION DESCRIPTION	DATE	AUTHOR
10 Nov16, As	Original Release	10-NOV-2016	MTM Team
A	Form update and QA Clauses added	08-AUG-2022	A. Barnes
B	Add Item 27. Cyber Security	05-JUN-2024	L. Smith

<b>Approvals:</b>	<u>SIGNATURE ON FILE– 06/05/2024</u> QA Manager - Date	<u>SIGNATURE ON FILE– 06/05/2024</u> Responsible Manager - Date
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