



241 Zimmerman Lane
Langhorne, PA 19047

Phone: (215) 946-4300
Fax: (215) 946-2550
Website: www.uncc.com

Purchase Order Terms and Conditions

Quality Management System: Sellers of certified materials and services shall have a Quality Management System certified by a 3rd party registrar, or approved by United Contamination Control, Inc.

Record Retention: Test and/or inspection data must be maintained for a minimum of ten years from the date of completion. Records shall be made available to the Buyer upon request.

Change Control: No changes or substitutions can be made without written authorization from the Buyer. Seller shall provide in writing advance notification to the Buyer of any change(s) to tooling, facilities, materials or processes at Seller's or Seller's sub-tier's facility that could affect Buyer's contracted product/service. This includes, but is not limited to fabrication, assembly, handling, testing, facility relocation or introduction of a new sub-tier supplier.

Inspection and Acceptance: The Seller shall maintain an inspection system. The Seller shall be able to demonstrate that their employees have the necessary competence and training to ensure that the work performed, and the product delivered conform to the requirements of the Purchase Order, and all referenced documents.

The Buyer, at its discretion, may inspect and/or test the work being completed or the product being delivered. Within 60 days of delivery of the product the Buyer shall accept, reject, or require the correction of defects. The Buyer may reject nonconforming product or require the Seller to correct the defects without charge. Payment does not constitute acceptance and does not relieve the Seller of liability for failure to conform to the requirements of the purchase order.

Flow Down of Quality Requirements: The Seller shall flow down the requirements of the Buyers PO to all sub-tier suppliers.

Non-Conforming Product: The Seller shall immediately notify the Buyer of nonconforming product, material, tests, or any process change or condition that may adversely affect the product. Arrangements for product disposition will be negotiated as necessary.

Corrective Actions: Seller Corrective Actions must be provided within seven business days of receipt and must include root cause analysis, corrective action, verification, and actions to prevent recurrence.

Right of Access/Verification: The Seller shall allow the right of access by United Contamination Control, Inc., our customer, and regulatory authorities, to all facilities involved with this order and applicable records, verification of product, and to conduct audits.

Changes in Management: The Seller shall notify the Buyer of any changes in its quality management representative or quality leadership.

Counterfeit Parts: The Seller shall take steps to prevent the use of counterfeit goods and notify the Buyer if there is any suspected use of counterfeit goods. Any goods which United Contamination Control, Inc. proves to be counterfeit will be quarantined, and destroyed at the Seller's expense.



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On-Time Delivery: Seller is responsible to meet their commitment dates for delivery. The Seller will provide prompt written notice when delivery delays will occur.

Awareness: The Seller shall ensure that their employees are aware of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior.

Environmental Health and Safety Performance: The Seller shall maintain environmental, health and safety management systems as appropriate to ensure compliance with applicable federal, state, and local requirements. The Seller further agrees to continuously promote a safe and healthy workplace and a sustainable environment related to water and air quality, water and energy conservation, greenhouse gas emission reductions, solid and hazardous waste reductions. The Seller shall convey the requirements of this Clause 31(B) to its suppliers.

Order Cancellation: The Buyer by written notice may terminate this Purchase Order in whole or in part if the Seller: (a) fails to deliver product within the purchase order schedule, (b) fails to make progress towards the completion of the product thus endangering the product schedule, (c) fails to provide written assurance when it appears that the Seller may not perform in accordance to the Purchase Order and such assurance is requested by the Buyer. If the Buyer cancels a portion of the Purchase Order, the Seller shall continue performance of the remainder.

Acceptance of Terms and Conditions: The Seller's acceptance of these terms and conditions shall be indicated by either written acceptance or commencement of performance pursuant to this Order.

Compliance Regarding Products Made With Forced Labor In The Uyghur Region and Disclosure of Employment In The People's Republic of China: As part of the acceptance of this order, the Seller has conducted reasonable due diligence to determine both internally and of its supply chain that the source of the parts, components, or raw materials used in the products sold or otherwise delivered to United Contamination Control, Inc are not mined, produced, or manufactured, either wholly or in part:

- In the XUAR
- By persons working with the XUAR government for purposes of the poverty alleviation program or the pairing-assistance program
- Or by using convict labor, forced labor, or indentured labor under penal sanctions employ one or more individuals who will perform work in the People's Republic of China on a Covered Contract, as defined in DFARS 252.225-7058

Child Labor and Forced Labor Prohibition: Suppliers of products and services to United Contamination Control, Inc agree to comply with United Contamination Control, Inc.'s Child Labor and Forced Labor Prohibition Policy.

Supplier hereby certifies that it is fully aware of the prohibition regarding the employment of children under fifteen (15) years of age pursuant to the local, state, federal labor principles and on the prohibition on use of involuntary labor, human trafficked or slave labor.

Supplier certifies that it does not currently employ, and will not in the future employ, directly or indirectly, or through any subcontractor, any child to perform work for the Supplier who is under fifteen (15) years of age, or eighteen (18) years of age in the case of hazardous work, in any of its operations or activities or in violation of relevant laws and regulations. Supplier certifies that it, and its suppliers of goods and services, will not utilize persons under the age of fifteen (15), or eighteen (18) years of age for hazardous work, in violation of relevant laws and regulations.

Supplier certifies that the workers it uses, and will use, to produce and supply the goods and services offered are in all cases present voluntarily. Supplier certifies that it and its suppliers of goods and services will not knowingly utilize prison, slave, human trafficked or forced labor.

In the event that supplier determines that any of its supplier has not remedied any discovery of violation or contravention and complied with the law, then Supplier may terminate this contract immediately, and such termination shall be with cause.



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*** Federal Acquisition Regulation (FAR) & Defense FAR Supplement (DFARS):**

The following clauses set forth in the FAR and DFARS are as in effect on the date of this purchase order and are incorporated into this order. The listed FAR and DFARS clauses are incorporated herein as if set forth in full text unless made inapplicable by its corresponding note, if any. Seller shall include the appropriate FAR and DFARS clauses as required in any lower-tier subcontract. Where necessary to derive proper meaning in a subcontract situation from these clauses, "Contractor" means "Seller," "Contracting Officer" means "Buyer," and "Contract" means this Purchase Order.

52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
52.211-15	Defense Priority and Allocation Requirements
52.222-1	Notice to the Government of Labor Disputes
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.223-3	Hazardous Material Identification and Material Safety Data
52.223-7	Notice of Radioactive Materials
52.223-11	Ozone-Depleting Substances
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.225-1	Buy American – Supplies
52.225-13	Restrictions on Certain Foreign Purchases
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7016	Covered Defense Telecommunications Equipment or Services—Representation
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements
252.204-7020	NIST SP 800-171 DoD Assessment Requirements
252.223-7001	Hazard Warning Labels
252.225-7048	Export Controlled Items
252.244-7000	Subcontracts for Commercial Items

* The full text of these clauses are available at <https://www.acquisition.gov/browse/index/far>