ASSIGNMENT - Supplier shall not assign any right or interest under this Agreement (excepting solely for material furnished by Supplier or subcontract or subcontracts any obligation under this Agreement without the prior written consent of Company.

ASSIGNMENT OF WORK PRODUCT TO COMPANY - All work product developed by Supplier in connection with its performance under this Agreement, including (but not limited to) computer files, concepts, ideas, drawings, inventions, models, plans, programming, schedules, specifications, technical documentation, software, or source code ("Work Product") are Company's property as of the time of creation and all right, title and interest, including (without limitation) copyright interest, shall belong exclusively to Company. Supplier shall assign, transfer, and deliver to Company all right, title and interest in and to such Work Product, together with all other documents necessary, proper, convenient or expedient to protect, register, enforce or evidence further Company's ownership of such Work Product.

CHANGES - Company may at any time, by written Purchase Order Change, suspend performance in whole or in part, make changes in drawings, designs, specifications, method of shipment or packing, or time or place of delivery or require additional or diminished work. If any such change causes an increase or decrease in the cost of, or the time required for performance of this Order, an equitable adjustment shall be made in the contract price or delivery dates or both, and this Order shall be modified in writing accordingly.

CHOICE OF LAW - Any dispute arising out of or in connection with this Order and all other transactions under it shall be settled exclusively by the laws of Denmark (excluding its choice of laws rules and excluding the U.N. Convention on the International Sale of Goods). Supplier agrees to submit to the jurisdiction of any court with jurisdiction in which any materials or services are produced for, or delivered or provided to Company.

COMPLIANCE WITH LAWS - Supplier shall comply with all laws and regulations ("Laws") applicable in any jurisdiction in which any materials or services are produced for, or delivered or provided to Company. Such Laws include, but are not limited to, those related to export and import of the goods and compliance with anti-bribery, anti-corruption, anti-money laundering, and export regulations.

CONFLICT METALS - Supplier hereby warrants to Company that, except as expressly stated elsewhere in this Agreement, all material furnished by Supplier complies with all use restrictions, labeling requirements and all other health and safety requirements for which hazards have been identified.

DELIVERY - Supplier shall deliver the goods to OFS Fitel's designated address. Delivery must be made F.O.B. at the point of origin. All goods shall be delivered in two or more lots as indicated on the reverse side of this Order. Any shipment must be accompanied by 1) a surge suppression device(s) with at least an A-VIII rating.

INDEMNITY - Supplier agrees to indemnify, defend (at Company's request) and hold harmless Company, its affiliates, and their customers, employees, and management, (all referred to in this clause as "Company") from and against any losses, damages, liabilities, fines, penalties, and expenses (including reasonable attorney's fees) that result from any claims, suits, demands, or actions brought by any person, firm, or corporation, whether the same be due to an act or omission of Company or of Company's or its agents or representatives or of any individual acting on behalf of Company, or of the presence of Conflict Metals on or in the goods furnished by Supplier, or to the existence of this Order or performance under or in contemplation of it, except to the extent caused by the negligence or willful misconduct of Company.

INSURANCE - Supplier shall maintain, at its own expense, adequate and continuous insurance in the form and amounts as required by the terms and conditions of this Order. Rights granted to Company in this Section in addition to any other rights or remedies provided elsewhere in this Order or in law. Final inspection and acceptance shall be at destination unless otherwise specified in this Order. Company has the right to reject non-conforming goods and receive a full refund for such rejected goods, including the cost of transportation. Company's inspection or failure to inspect shall not constitute acceptance of the goods.

CONTACT METALS - Supplier shall verify that all purchased materials used in the manufacture of the equipment or materials are free from Conflict Metals. The presence of Conflict Metals is defined as the presence of columbite-tantalite (coltan), cassiterite, gold (Au), wolframite or any of their ores or derivatives. Supplier shall be responsible for the removal of any Conflict Metals from the equipment or materials.

INVOICING FOR GOODS - Supplier shall invoice for goods in accordance with the delivery schedule. In the event that any delivery is made by Supplier in advance of Company's request, an invoice may be submitted for such delivery. Supplier shall include the transportation charges as a separate item on the invoice stating the name of the carrier.

LICENSING OF INTELLECTUAL PROPERTY - Supplier shall procure and deliver all components and materials incorporated in the items furnished to Company in accordance with the terms and conditions of this Order.

INFORMATION, DOCUMENTATION AND SPECS - Supplier shall provide Company with the technical descriptions, drawings, and specifications of all items furnished hereunder, and all other information which is necessary for Company to fulfill its obligations under this Agreement. Supplier shall provide all such information in a timely manner and in a form and format that is acceptable to Company.

LINES OF COMPLIANCE - Supplier will ensure that all parts and materials will be procured and delivered to this Order in compliance with all laws and regulations applicable to such parts and materials.

LIFE CYCLE COST - The life cycle cost of the equipment or materials shall be considered in the selection of the most cost-effective solution. Supplier shall provide Company with a detailed life cycle cost analysis for each option considered.

LIMITED WARRANTY - Supplier's warranty to Company shall be limited to the manufacturer's warranty. Supplier shall provide Company with a copy of the manufacturer's warranty for each item furnished.

LIABILITY - Supplier shall be liable for any loss, damage, or expense resulting from Supplier's negligence or willful misconduct.

LOSS BY CONFLICT METALS - Supplier shall be fully responsible for any loss, damage, or expense resulting from the presence of Conflict Metals in the equipment or materials furnished to Company.

MAINTENANCE - Supplier shall ensure that all equipment or materials furnished hereunder are maintained in accordance with the manufacturer's specifications. Supplier shall provide Company with a maintenance plan for each item furnished.
INVOICING FOR SERVICES - Supplier’s invoices shall be rendered upon completion of the work and shall be payable upon receipt of an authorized purchase order or a release order number, or as otherwise specified in this Order. The work shall be delivered free from all claims, liens, and charges whatsoever. Company reserves the right to require, before making payment, proof that all parties furnishing labor and materials for the work have been paid.

LICENSES - Licensee grants Company all rights and licenses necessary for Company and its affiliates to use, transfer, pass-through, and sell the products and services and to exercise the rights granted under this Order.

MATERIALS AND TOOLS - If Company furnishes Supplier material or equipment (such as special dies, molds, jigs, tools, test equipment, etc.) or pays for such material or equipment, title thereto shall remain or vest in Company. Company pays for and retains title to all materials and tools used or purchased by Supplier for the purpose of fulfilling Supplier's obligations under this Order (including scrap) in accordance with Company’s direction. Supplier shall keep all property furnished by Company acceptable for the purpose for which it is furnished and shall maintain it in good working order and condition. Such property will only be used by Supplier for the purposes of fulfilling Supplier’s obligations under this Order.

PAYMENT TERMS - Payment terms are net 60 days following the date of receipt of a correct invoice.

PRICE - An Order must not be filled at a higher price than shown on the Order. Unless another currency is specified on the Order, all monetary amounts are deemed to be expressed in US$. If no price is shown, Supplier must notify the Company buyer who issued the Order of the price and his/her acceptance must be obtained in writing before the Order is filled. If Supplier discovers that the price paid to Supplier is in excess of the price of material purchased by the Company under this Order, the Order shall be cancelled or re-priced as appropriate.

PRICE WARRANTY - Supplier warrants that the price of material furnished to Company under this Order does not exceed the price charged by Supplier to any other customer purchasing the same goods and services in like or similar quantities at the time of the Order, unless Company advises Supplier that an exemption applies: state and local sales and use taxes, as applicable, as well as any and all other taxes, duties, or fees levied by any governmental authority on the sale or delivery of goods or services described in or related to this Order shall be the responsibility of Company.

RELEASE OF INFORMATION - Supplier shall not, without the prior written consent of Company, make any release of information concerning this Order or any other information related to Company (other than Supplier’s employees and subcontractors that is required for the performance of their duties), including providing copies of this Order or identifying the items sold by Supplier to Company, nor use the name of Company in any advertising or publicity, except as may be necessary to comply with a subpoena or other proper mandatory legal demand.

RIGHTS AND REMEDIES - The rights and remedies of Company set forth herein shall be in addition to any rights and remedies provided by law to Company by exercise of any rights or remedies under this Order shall not operate as a general waiver thereof.

SHIPPING, TITLE, RISK OF LOSS - Unless otherwise agreed and specifically set forth on the Order by Company, the price includes all costs of transportation, insurance, storage, and handling, to include all costs of transportation to Company's place of business, and title and risk of loss to material purchased by Company under this Order shall vest in Company when the material has been delivered according to the terms of the Order. If additional services are to be performed after delivery, Supplier shall retain risk of loss until such time as the additional services have been performed.

Supplier shall (a) ship the material covered by this Order complete unless instructed otherwise; (b) ship to the destination designated in the Order; (c) ship according to routing instructions given by Company where delivery is other than DFD; (d) place the Order number on all subcontracts; (e) enclose a packing memorandum with each shipment and, when more than one package is shipped, identify the package containing the memorandum; and (f) mark the Order number on all packages and shipping papers. Adequate protective packing shall be used to prevent any loss or damage to material during transit. No claim shall be entertained by Company without a receipt for the material or the submission of a claim to the carrier.

If an order is placed that contains the notice for emergency preparedness under 15 C.F.R. 700, 12(b), Supplier shall accept or reject this Order and transmit Supplier's acceptance or rejection in writing (via E-mail), within fifteen (15) working days after receipt of a DD.R order and within ten (10) working days after receipt of a DD.R order. If you reject this order, you must provide, in writing (via E-mail), your reasons for the rejection to Company, in accordance with paragraphs (B) and (C) of the above-referenced regulation.

This Contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a) and the following paragraph apply to this Order.

(b) If (i) Supplier fails to make any delivery or perform any service in accordance with the specified delivery dates or labor hours (or, in the case of a failure to deliver items, by the end of the 30th day after receipt of written notice thereof, (ii) Supplier fails to make to such an extent that performance of this Order is endangered, or (iii) any proceeding is filed by or against Supplier in bankruptcy or insolvency; or (iv) for appointment for the purpose of winding up, liquidating, or dissolving Supplier as a voluntary or involuntary liquidation proceeding, Supplier shall not be liable to Company for any loss or expense occasioned to Company thereby.
The full text of FAR clauses can be found at http://acquisition.gov/comp/far/index.html and the full text of DFARS clauses can be found at http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html. The full text of FAR and DFARS clauses will be interpreted as having the version date of the applicable prime contract, if cited, if no such date is provided, as of the effective date of this Order.

FAR Clauses

The following provisions of the FAR are incorporated by reference as if set forth in full and shall apply to Supplier to the extent applicable:

52.203-6 Restrictions on Subcontractor Sales to the Government

52.203-7 Anti-Kickback Agreement

52.203-10 Price or Fee for Adjustment for Illegal or Improper Activity

52.203-11 Certification and Disclosure Regarding Payments to Influence

52.203-12 Limitation on Payments to Influence Certain Federal Transactions

52.203-13 Contractor Code of Business Ethics and Conduct

52.203-14 Display of Hotline Posters


52.203-17 Contractor Employee Whistleblower Rights and Requirement To Indemnify Employees of Whistleblower Rights

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements

52.204-2 Security Requirements

52.204-5 Women-Owned Business Concerns (Other Than Small Business)

52.204-9 Personal Identity Verification of Contractor Personnel

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards

52.205-9 Certification Regarding Responsibility Matters

52.206-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

52.211-15 Defense Priority and Allocation Requirements

52.212-3 Off-Set Repurchase Agreements, and Commercial Items

52.214-6 Audit and Records—Sealed Bidding

52.214-8 Subcontracts Certificated Cost or Pricing Data—Modifications—Sealed Bidding

52.215-2 Audit and Records—Negotiation

52.215-10 Price Reduction for Defective Certificated Cost or Pricing Data

52.215-11 Price Reduction for Defective Certificated Cost or Pricing Data—Modifications

52.215-12 Subcontractor Certificated Cost or Pricing Data

52.215-13 Subcontractor Certificated Cost or Pricing Data—Modifications

52.215-14 Integrity of Unit Price

52.215-15 Pension Adjustments and Asset Reversions

52.215-16 Facilities Capital Cost of Money

52.215-17 Waiver of Facilities Capital Cost of Money

52.215-18 Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions

52.215-19 Notification of Ownership Changes

52.215-20 Limitation on Pass-Through Charges

52.219-1 Small Business Program Representations

52.219-6 Utilization of Small Business Concerns

52.219-9 Small Business Subcontracting Plan

52.222-4 Contract Work Hours and Safety Standards -- Overtime Compensation

52.222-11 Subcontracts (Labor Standards)

52.222-12 Subcontracts (Labor Standards)

52.222-13 Subcontractor Certificated Cost or Pricing Data—Modifications

52.222-14 Prohibition of Segregated Facilities

52.222-22 Procurement of Property for Foreign Use

52.222-24 Affirmative Action Compliance

52.222-26 Equal Opportunity

52.222-35 Equal Opportunity for Veterans

52.222-36 Affirmative Action for Workers with Disabilities

52.222-37 Employment Reports on Veterans

52.222-40 Notification of Employee Rights Under the National Labor Relations Act

52.222-41 Service Contract Labor Standards

52.222-43 Subcontractor Certificated Cost or Pricing Data—Modifications

52.222-45 Subcontractor Certificated Cost or Pricing Data—Modifications

52.222-47 Subcontractor Certificated Cost or Pricing Data—Modifications

52.222-49 Subcontractor Certificated Cost or Pricing Data—Modifications

52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements

52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements

52.222-54 Employment Eligibility Verification

52.222-55 Minimum Wages Under Executive Order 13686

52.222-56 Compliance with Labor Laws (Executive Order 13675) (As noted in the FAR, “By a court order issued on October 24, 2014, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.”)

52.222-60 Paycheck Transparency (Executive Order 13673)

52.222-61 Arbitration of Contractor Employee Claims (Executive Order 13673) (As noted in the FAR, “By a court order issued on October 24, 2014, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.”)

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