

Purchase Order Terms and Conditions

1. **ACCEPTANCE AND CONFLICTING TERMS:** These Purchase Order Terms and Conditions ("Terms"), whether printed on the reverse side of an Allied Motion Dordrecht BV ("Allied Motion") Purchase Order or referred to by reference either on the face of an Allied Motion Purchase Order, in an email or other written or electronic document for the purchase of Product or Services (collectively referred to herein as "Order"), shall govern all purchases of products (the "Products") or services (the "Services") by Allied Motion from Seller. In all cases, any and all preprinted terms and conditions as may be contained or referenced in any of Seller's quotations, sales confirmation, order acknowledgements, bills of lading or other delivery documents, invoices orders and similar documents issued by Seller are hereby expressly rejected in their entirety and shall have no force or effect. An Allied Motion's Order will be deemed accepted and binding upon both parties upon the occurrence of any of the following events: (a) when the acknowledgement copy of this Order has been signed and returned by Seller; or (b) when Seller has begun performance of this Order in accordance with its terms.

If Seller objects to any terms and conditions as contained herein, it must do so in writing to Allied Motion. Seller agrees that the terms and conditions herein will apply and bind each party until such time as a written amendment signed by both parties with respect to such terms and conditions objected to by Seller is negotiated in good faith and executed between the parties. Any terms and conditions herein not expressly objected to by Seller will be binding upon Seller.

2. **DELIVERY:** Time is the essence of this Order: If no delivery time is specified, then delivery shall be made by Seller within a reasonable time following acceptance by Seller of the Order. Unless expressly agreed to in writing or specified by Allied Motion, delivery may not be made in installments. Deliveries shall be made in the quantities and at the time(s) specified on the face of the Order. If Seller's deliveries fail to meet the schedule specified in the Order, Allied Motion may, without limiting its other rights or remedies, direct Seller to expedite production scheduling and routing at Seller's sole cost and expense. Alternatively, Allied Motion may exercise its right to terminate pursuant to paragraph 11 herein, any part of or the entire Order in the event, (i) Seller fails to make scheduled delivery of any or all of the products ordered, including, without limitation, new material, components, intermediate assemblies and other like supplies (hereinafter "Product") or (ii) Seller fails to perform the Services described herein or (iii) Seller's performance, in Allied Motion's opinion, substantially endangers completion of this Order. Allied Motion will not be liable for Seller's commitments or production arrangements which are entered into in advance of issuance of this Order or which are in excess of the amount or in advance of the time necessary to meet Allied Motion's schedule(s). If Seller delivers Product in advance of Allied Motion's schedule(s), Allied Motion may either withhold payment therefor until the date upon which Product were actually scheduled for delivery or store the Product at Seller's expense until such scheduled delivery date. Delivery of all Product shall be FCA (or DDP - Incoterms 2000 for transborder shipments) at the specified Allied Motion's facility. Risk of loss and title shall transfer to Allied Motion upon receipt by Allied Motion at the specified Allied Motion facility.
3. **INSPECTION AND ACCEPTANCE OF PRODUCT:** All Product ordered will be subject to inspection and test by Allied Motion at times and places deemed necessary by Allied Motion

including inspection during the period of manufacture at Seller's facility. Seller will permit access to its facilities at all reasonable times for inspection of Product by Allied Motion and/or its customers' representatives and will provide all tools, facilities and assistance reasonably necessary for such inspection at no cost to either Allied Motion or its customers. Such Product shall be subject to inspection and acceptance by Allied Motion after delivery to Allied Motion's facility. Any inspection or payment by Allied Motion will not relieve Seller of any obligations or liabilities under the applicable Order.

If Product or Services do not meet the specifications or otherwise do not conform to the requirements of the Order, Allied Motion shall have the right to reject such Product or Services. Product rejected after delivery may, at Allied Motion's option, be returned to Seller for reimbursement, credit, replacement or correction at Seller's sole expense. Alternatively, Allied Motion may correct or replace such Product at the Seller's sole cost and expense. Seller shall not tender for acceptance any Product that is rejected and returned to Seller unless (i) the former rejection or requirement of correction is disclosed to Allied Motion; and (ii) Allied Motion approves of such in writing. Packaging, handling and transportation costs relating to return and re-delivery of rejected Product will be paid for by Seller. Any nonconforming Services rejected by Allied Motion shall entitle Allied Motion, in addition to its other rights and remedies, a full refund of any and all payments made toward such Services. If Allied Motion elects to accept nonconforming Product or Services, Allied Motion, in addition to its other rights and remedies, shall be entitled to an appropriate reduction in price. Payment for any Products or Services shall not be deemed an acceptance thereof.

Seller shall maintain inspection and quality control systems reasonably acceptable to Allied Motion. The system of quality control including drawings, specifications and other data shall conform to the quality control requirements specified by Allied Motion or, if unspecified, shall meet the highest standards in the industry. Seller shall maintain adequate inspection and text reports, affidavits, certifications and other documents which relate to work performed under this Order. Seller shall maintain such documents for Allied Motion or its customer's review for a period of not less than five (5) years following completion of the Order to which the documents relate.

4. **CHANGES:** Allied Motion may, at any time, by a written Order, make changes in any of the following: (a) tooling drawings, designs or specifications where the Product to be furnished are to be specially manufactured for Allied Motion in accordance therewith; (b) method of shipment or packing; and (c) place of delivery and delivery schedule. Seller will promptly comply with such change(s). If any change(s) cause an increase or decrease in the cost of or the time required for the performance of any work under this Order, an equitable adjustment will be made in the price or delivery schedule or both and this Order shall be modified in writing accordingly. Any claim by Seller for adjustment under this paragraph must be asserted in writing within fifteen (15) days from the date of receipt of notice of change by Seller unless Allied Motion expressly waives such requirements in writing. Where the cost of property made obsolete or excess as a result of any change requested by Allied Motion is included in Seller's claim for adjustment. Allied Motion shall have the right to prescribe the manner of disposition of such property. Failure to agree on any claim for an equitable adjustment under this paragraph shall be deemed a dispute subject to the provisions of paragraph 18 hereinbelow. Pending the resolution of any such dispute, Seller shall diligently pursue the performance of this Order as changed.

5. **DRAWINGS AND SPECIFICATIONS REVIEW:** In the event Allied Motion reviews drawings, specifications or other data developed by Seller in connection with an Order and makes suggestions or comments or improves such documents or data, such action is merely an expression of opinion by Allied Motion and will not serve to relieve Seller of any responsibility for such drawings, specifications or other data or for performance of such Order.
6. **ALLIED MOTION'S CONFIDENTIAL INFORMATION:** Seller shall keep confidential all information, drawings, specifications or data furnished by Allied Motion or its customers and shall not divulge or use such information, drawings, specifications or data for the benefit of any third person or entity. Except as required for the performance of this Order, Seller shall not make copies or permit copies thereof to be made without the prior written consent of Allied Motion. Seller shall, upon completion of this Order, return such data, including any and all copies thereof, to Allied Motion and make no further use, either directly or indirectly, of any such data or of any information derived therefrom without obtaining Allied Motion's prior written consent.
7. **USE OF SELLER'S INFORMATION:** Seller agrees that all information heretofore or hereafter furnished or disclosed to Allied Motion by Seller, in connection with the placing or filling of this Order, is furnished or disclosed as a part of the consideration for this Order. Except as otherwise agreed to in a writing signed by Allied Motion prior to any such disclosure, Allied Motion shall not be under any obligation of confidentiality with respect to such information and Seller shall not assert any claims for breach of confidential or similarly based claims with respect to such information.
8. **DISCLOSURE OF CONTRACT:** Seller shall not in any manner advertise or publish that it has furnished or contracted to furnish Allied Motion with the Product or Services purchased under an Order without the prior written consent of the Allied Motion.
9. **TOOLING:** Unless otherwise specified in this Order, all tooling, jigs, dies, gauges, fixtures and patterns and other like articles ("Tools") required for performance will be furnished by Seller and shall be maintained in good working condition and shall be replaced when necessary at Seller's sole cost and expense. Seller will pay all applicable taxes, including personal property taxes assessed upon the Tools. If Allied Motion agrees to pay Seller for any Tools, either separately or as a stated part of the unit prices of Product purchased herein, ("Allied Tools") Allied Motion may, at his option, upon making payment therefore, take title and possession of such Tools. Seller shall use Allied Tools exclusively for the production of Product for Allied Motion and for no other purpose and, further, shall not use Allied Tools to produce product for any other party without Allied Motion's prior written consent which such consent may be withheld by Allied Motion at its sole discretion.
10. **PRICES AND PAYMENT TERMS:** The prices of the Product purchased hereunder are those stated on the face of the Order issued by Allied Motion and accepted by Seller and such prices shall remain firm for the quantities listed notwithstanding any delays in delivery or acceptance, provided that, in the event Allied Motion requests and Seller agrees that deliveries be delayed for more than twelve (12) months after the last scheduled date of delivery, set forth on the face of this Order, an equitable adjustment in price based upon actual cost increases experienced by Seller as a consequence of such delay may be negotiated by Allied Motion and Seller. In the event the parties are unable to agree upon

such price adjustment, Allied Motion may, at its option, cancel the undelivered balance of the subject Order.

Seller will issue correct invoices to Allied Motion along with each shipment. Allied Motion will pay Seller's correct and itemized invoices within ninety (90) days following Allied Motion's acceptance of the Product or Services as provided by Seller.

11. **TERMINATION FOR DEFAULT:** Allied Motion may, by issuing to Seller a written notice of default, terminate this Order or any part thereof, without further liability to Allied Motion, in the event of the occurrence of any of the following: (i) insolvency of Seller, the filing of a voluntary or involuntary petition in bankruptcy by or regarding Seller, appointment of a Receiver or Trustee for Seller or an assignment by Seller for the benefit of creditors; (ii) determination by Allied Motion, in its sole judgment that Seller's financial condition is such as to endanger its performance hereunder or (iii) upon a material uncured breach of any of the terms or conditions hereof including, without limitation, late or non-delivery of Product as scheduled and delivery of Products to Allied Motion that do not conform to the applicable specifications. The effective date of any termination notice issued hereunder shall be immediate unless otherwise stated in the notice of termination. In all cases, Allied Motion may, in addition to its other rights and remedies at law or in equity, (i) terminate this Order in whole or in part and/or (ii) obtain the Product or Services ordered herein from another source and Seller shall be liable for and shall reimburse Allied Motion for any excess costs resulting from such re-procurement. Allied Motion may, at its option, require expedited delivery of any Product, ready for delivery with such costs for expedited delivery to be borne by Seller. Seller shall assure that such Product are capable of delivery free and clear of all liens and other encumbrances. If after notice of termination of this Order has been given under this Paragraph 11, it is determined by Allied Motion that Seller's failure to perform this Order is due to any cause beyond Seller's control, such notice of default shall be deemed to have been issued pursuant to Paragraph 12 and the rights and obligations of the parties shall in such event be governed by such Paragraph, provided Seller notifies Allied Motion promptly of such cause.

12. **TERMINATION AT ALLIED MOTION'S OPTION, LIABILITY UPON TERMINATION:** Allied Motion may terminate this Order in whole or in part by written notice of termination whereupon Seller will stop work on the date and to the extent specified in the notice and terminate all vendor orders and related subcontracts. Seller will promptly advise Allied Motion of the quantities of work and material on hand or purchased prior to termination and the most favorable disposition that Seller can make thereof. Seller shall comply with Allied Motion's instructions regarding the transfer and disposition of title and possession of such work and material within thirty (30) days following its receipt of such notice of termination or, in the event Allied Motion does not provide any such instruction, Seller will take all prudent steps to mitigate its damages. Allied Motion will have the right to audit such claims at any reasonable time(s) by inspecting and auditing the records, facilities, work or materials of Seller and/or its vendors and subcontractors relating to this Order. Charges for any such termination of such Order shall be strictly limited to Seller's actual, verifiable non-recoverable costs incurred by Seller that Seller can demonstrate were properly incurred for the Products or Services under the Order prior to the date of termination. In no event will Allied Motion reimburse Supplier for any: (i) Product that is in Finished Goods form, but which do not conform to the applicable specifications under the Order; (ii) for any anticipated profits or revenue or other economic loss for undelivered Products that are not in finished

good form; or (iii) for unperformed Services. Any Products, work-in-process and raw materials for which Seller is reimbursed shall become Allied Motion's property. Notwithstanding the above, payments made under this clause shall not exceed the aggregate price specified in this Order less payments otherwise made or to be made and adjustments will be made reducing the payments hereunder for costs of work in process and raw material to reflect on a pro rata basis any indicated loss on the entire Order had it been completed. PAYMENT MADE UNDER THIS CLAUSE WILL CONSTITUTE SOLE REMEDY AND ALLIED MOTION'S ONLY LIABILITY IN THE EVENT THIS ORDER IS TERMINATED HEREUNDER.

13. **EXCUSEABLE DELAYS:** Neither party shall be liable for damages for delay in delivery arising out of causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, threats of terrorism, terrorist acts and unusually severe weather. If the delay is caused by the delay of Seller's subcontractor(s) (any tier) or vendor(s) and if such delay arises out of causes beyond the control of both Seller or said subcontractor(s) or vendor(s) and without the fault or negligence of any of them, Seller shall not be liable to Allied Motion in damages unless the material or services to be furnished by the said subcontractor(s) or vendor(s) were obtainable from other sources in sufficient time so as to permit the Seller to meet the required delivery schedule. Seller will notify Allied Motion in writing within forty eight (48) hours after the beginning of any such cause. Nothing herein shall relieve Seller from making deliveries at the earliest possible time. In the event such delay materially interferes with the performance of Allied Motion's in relation to its customer(s), then Allied Motion may cancel this Order without further liability.
14. **INDEMNIFICATION:** Seller shall defend, indemnify and hold Allied Motion, its affiliated companies and their respective shareholders, officers, directors, employees, agents, successors and assigns harmless from and against any and all claims, suits, actions, liabilities, losses, costs, reasonable attorneys' fees, expenses, judgments or damages, whether ordinary, special or consequential arising directly or indirectly from or in connection with (i) the acts, negligence, omissions or willful misconduct of Seller; (ii) Products or Services supplied hereunder; (iii) a breach of any of Seller's warranties or any other term and condition of this PO; (iv) Seller's negligent, unauthorized or wrongful acts or omissions with regard to the transportation, use, handling, disposal, processing or installation of hazardous materials; (v) a claim that any Products or Services furnished hereunder infringe upon or misappropriate any patent, copyright, trademark, trade secret or other intellectual property interest of another; (vi) a claim of any lien, security interest or other encumbrance made by a third party; (vii) a violation of federal or state law, regulation, statute or ordinance; or (viii) failure to comply with the Confidentiality obligations set forth herein. Notwithstanding the foregoing, this indemnification provision shall not apply where such claims arise out of the gross negligence or willful misconduct or malfeasance of Allied Motion, its officers, agents or employees.

Without limiting Allied Motion's rights and remedies hereunder, if Allied Motion believes that the Products or Services supplied hereunder are likely to be determined to be an infringement or misappropriation of a patent, copyright, trademark, trade secret or other proprietary right, Allied Motion may, at its sole option, require Seller to (i) replace such

Products or Services with equivalent functionality; or (ii) modify such Products or Services with equivalent functionality to make them non-infringing.

15. **INSURANCE:** Seller shall, at all times, carry and maintain insurance coverage satisfactory to Allied Motion to cover its obligations in any Order issued by Allied Motion, including without limitation, the following insurance with the respective minimum limits per occurrence: Commercial General Liability - \$2,000,000, Workers' Compensation - statutory, Business Automobile Liability - \$2,000,000 and Product Liability Coverage - \$5,000,000. Upon request, Seller shall submit to Allied Motion certificates of insurance showing proof of such coverage. All such policies shall name Allied Motion as an additional insured.
16. **ALLIED MOTION'S PROPERTY:** Title to all Allied Motion furnished property shall remain with Allied Motion. Seller shall not alter or use such property for any purpose, other than that specified by Allied Motion without the prior written consent of Allied Motion, which such consent may be withheld at Allied Motion's sole option. Seller shall, at its expense, keep adequate records (which shall be made available to Allied Motion upon request) and store, protect, preserve, repair and maintain such property in accordance with sound industrial practices. In the event that such property becomes lost or damaged to any extent prior to its return to Allied Motion, Seller agrees to indemnify Allied Motion for any damages or loss or replace such property at Seller's expense and at Allied Motion's request. Upon the completion or termination of an Order, Seller shall request disposition instructions for all such property, or the remainder thereof, whether in its original form or in semi-processed form and shall make the disposition directed by Allied Motion, including preparation, packaging and shipping as directed. Expenses for preparation for shipment will be paid by Seller and shipment shall be made FCA Seller's plant.
17. **TAXES:** Seller's price shall be exclusive of any Federal, State or local sales use or excise taxes levied upon or measured by the sale, the sales price or use of Product and any like taxes of foreign countries or jurisdictions (including customs duties, forwarding fees, port entry fees and other like impositions, where applicable) in the performance of this Order. Seller shall list separately on its invoice any such taxes applicable to any such Product payable by Allied Motion, with respect to which Allied Motion does not furnish to Seller evidence of exemption. Seller's prices shall not include any taxes on property owned by the U. S. Government, unless authorized in writing by Allied Motion. Seller agrees to comply with any reasonable request by Allied Motion regarding payments under protest and regarding any refunds, claims, litigation or proceedings with respect to any such taxes and to make appropriate adjustments to afford Allied Motion the benefit of any refund or reduction in such taxes.
18. **GOVERNING LAW, DISPUTES AND REMEDIES:** This Agreement and any Order issued hereunder shall be construed under, and shall be governed by, the substantive laws of The Netherlands, excluding the conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods 1980 (Vienna Sales Convention). Allied Motion and Seller agree to the exclusive jurisdiction and venue of the Netherland courts for all disputes arising out of or relating to this contract. Pending the resolution of any such dispute, Seller shall diligently pursue the performance of this contract. The rights and remedies provided to Allied Motion herein are cumulative and are in addition to any other rights or remedies provided to it by law or in equity. Any failure by Allied Motion to enforce its rights hereunder

or a waiver of a breach of any provision hereof will not be deemed a waiver of such rights or a waiver of any other or similar future breach.

19. ASSIGNMENT AND SUBCONTRACTING THIS ORDER, OR ANY INTEREST THEREIN, INCLUDING ANY CLAIMS FOR MONIES DUE OR TO BECOME DUE WITH RESPECT THERETO, MAY ONLY BE ASSIGNED OR SUBCONTRACTED UPON THE PRIOR WRITTEN CONSENT OF ALLIED MOTION, ANY PAYMENT TO ANY ASSIGNEE OF ANY CLAIM UNDER THIS ORDER, IN CONSEQUENCE OF SUCH CONSENT SHALL BE SUBJECT TO SET-OFF, RECOUPMENT OR OTHER REDUCITON FOR ANY CLAIM WHICH ALLIED MOTION MAY HAVE AGAINST SELLER. NOTHING HEREIN SHALL LIMIT SELLER'S RIGHT TO PURCHASE STANDARD COMMERCIAL SUPPLIES OR RAW MATERIALS.
20. NOTICE OF LABOR DISPUTES: Whenever Seller has knowledge that any actual or potential labor dispute which delays or threatens to delay the timely performance of this order, Seller, shall immediately give written notice thereof, including all relevant information with respect thereto to Allied Motion. Seller agrees to insert the substance of this clause, including this sentence, in any subcontract hereunder or vendor order issued.
21. WARRANTY: Seller warrants that all Product furnished hereunder will be free of defects in material and workmanship, will conform to applicable written drawings, specifications and other data and if not of Allied Motion's specified design, will be free of design defects and fit and sufficient for the purposes intended. All warranties shall survive acceptance and payment and shall run to Allied Motion and its customer.
22. PATENT INDEMNIFICATION: Seller shall indemnify and save harmless Allied Motion, its successors, assigns, customers and users of its products, from and against all loss, liability and damage, including attorney's fees, costs and expenses resulting from any claim that the manufacture, use, lease, sale or resale of any Product supplied under this Order infringe any patent or patent rights, trademarks, tradenames or copyrights and Seller will, when notified, defend any action or claim of such infringement at its own expense. Indemnification shall not apply to Product manufactured in accordance with Allied Motion's specified design or any infringement based solely upon the use of Product supplied hereunder in combination with other Product not furnished by Seller, unless such combination is in accordance with recommendations or specifications furnished by Seller. In the event that the manufacture, sale, lease or use of such Product is enjoined, Seller shall, at its own expense at Allied Motion's option, either: (i) procure for Allied Motion, the right to continue using such Product; (ii) replace same with equivalent non-infringing Product; or (iii) modify such Product so they become non-infringing.
23. COMPLIANCE WITH LAWS: Seller shall, in the performance of work, production and delivery of Product or the performance of Services under an Order, fully comply with all applicable Federal, State, National, Provincial and local laws, rules, regulations and ordinances of the United States and/or foreign countries or jurisdictions, where applicable and shall indemnify and hold Allied Motion harmless from any liability resulting from its failure to comply. Further, Supplier warrants that all Products and Services rendered under an Order will be produced or performed in compliance with all applicable federal, state and local laws, rules and other such governmental requirements applicable to environmental protection, wages, hours, equal employment opportunity, nondiscrimination, health, safety, working conditions, export control

regulations, customs laws, transportation regulations, child labor laws, and laws against slavery and/or human trafficking.

24. Compliance with Environmental Laws: Seller shall, in the performance of work or Services under an Order, fully comply with all applicable federal, state and local and environmental laws, rules, regulations and ordinances of the United States and/or foreign countries or jurisdictions, where applicable, including without limitation:

- a. Registration, Evaluation, Authorization and Restriction of Chemical substances (REACH). Sellers shall disclose content of Substances of Very High Concern (SVHCs) and provide associated safe-use information, for all Goods sold to Buyer under this Order in accordance with requirements of the European Union (EU) European Community Regulation 1907/2006; on the Registration, Evaluation, Authorization and Restriction of Chemical substances (REACH). Additional information regarding REACH may be obtained from the European Chemical Agency (ECHA), at the following URL <http://echa.europa.eu/>. Sellers shall disclose content of SVHCs when the substance is listed as an SVHC and present in the product in amounts exceeding 0.1% by weight. When product supplied contains listed SVHCs, the Seller shall indicate the specific substance, the actual content as a percentage of weight and provide safe-use information for that substance, preparation or article, by way of MSDS sheets or equivalent documentation. The list of SVHCs shall be periodically revised by ECHA and Sellers shall provide product content & safe-use information based upon continually current REACH requirements and SVHC Listing.
- b. Reduction of Hazardous Substances (RoHS). The products, components or materials supplied shall be in compliance with the restrictions / allowances of the European Union (EU) Reduction of Hazardous Substances (RoHS) Directive 2002/95/EC with the exception of the intentional content of materials and components specifically ordered, noted by procurement documentation and provided as such.

25. U.S. GOVERNMENT PROPERTY: In the event any tooling, test-equipment articles or materials of any type designated or acquired hereon as Government property or as Government owned is furnished to Seller in connection herewith, Seller assumes complete liability therefore except for reasonable wear and tear and except to the extent that such property is consumed in the performance of this Order, unless otherwise provided on the face of this Purchase Order, Seller shall comply with all applicable provisions of the FAR.

26. U.S. GOVERNMENT CONTRACTS: If this is a rated U.S. Government Contract as so indicated on the face of this Order, Seller shall comply with the provisions of the Anti-Kickback Statue, (Public Law 86-698, 74 Stat. 740 41 U.S.C. 51-54 as amended) and shall hold Allied Motion harmless from any and all liability resulting from Seller' failure of such compliance. Contract clauses required by the provisions of the Federal Acquisition Regulations listed below unless Allied Motion, in writing, designates other governmental regulations as applicable are incorporated herein by reference, except that the terms "Government" and "Contracting Officer" and equivalent phrases (unless the context clearly indicates otherwise) shall mean "Allied Motion" and the terms "Contractor" or "Subcontractor" shall mean "Seller". For purposes of this Agreement the term "FAR" means Federal Acquisitions Regulations and "DFAR" means the Defense Federal Acquisition Regulations. The effective dates of the FAR

and DFAR clauses referenced below shall be the date of corresponding clauses in the prime contract that is referenced in the Order.

- (a) EQUAL EMPLOYMENT OPPORTUNITY – Unless otherwise exempt by the provisions of Executive Order 11246, as amended, Seller shall comply with paragraphs (1) through (7) of Section 202 of Executive Order 11246 and the clause set forth in FAR Section 52.222.26, which are incorporated by reference herein.
- (b) AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS – Seller shall comply with the rules, regulations and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended and the clauses set forth in FAR 52.222-35 which are incorporated by reference herein.
- (c) AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS – Seller shall comply with the rules, regulations and relevant orders of the Secretary of Labor issued under the Rehabilitation Act of 1973, as amended and the clause set forth in FAR 52.222-36 which is incorporated by reference herein.
- (d) INSPECTION AND AUDIT – Seller’s books and records at its plant or such part thereof as may be engaged in the performance of this purchase order, shall at all reasonable time be subject to inspection and audit by any authorized representatives of the United States Government.
- (e) EXAMINATION OF RECORDS BY COMPTROLLER GENERAL – Seller agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this purchase order, have access to and the right to examine only directly pertinent books, documents, papers and records of Seller involving transactions related to this purchase order.
- (f) EXECUTIVE ORDER 13496 (29 CFR Part 471, Appendix A to Subpart A) and the rules and regulations promulgated thereunder relative to the requirement for federal contractors and their sub-contractors to post the required notices informing employees of their rights under the National Labor Relations Act (NLRA).
- (g) Seller shall comply with the following FAR/DFAR Clauses:
 - 52.246.2 - Inspection (the term “Government” in this clause shall be deemed to include both the “Government” and Allied Motion).
 - 52.222-4 - Contract Work Hours and Safety Standards Act-Overtime Compensation)
 - 52.222-20 - Walsh-Healy Public Contracts Act (purchase orders over \$10,000)
 - 52.203-5 - Covenant Against Contingent Fees
 - 52.223-2 - Clean Air and Water (purchase orders over \$100,000)
 - 252.225-7001 - Buy American Act and Balance of Payments Program
 - 52.222-1- Notice to the Government of Labor Disputes
 - 52.222-54 – Electronic Employment Eligibility Verification
 - 52.227-2 - Notice and Assistance Regarding Patent Infringement
 - 52.227-10 - Filing of Patent Applications
 - 52.227-9 - Report and Refund of Royalties
 - 52.227-14 - Rights in Data – General
 - 52.227-19 - Commercial Computer Software Restricted
 - 252.227-7014 - Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
 - 52.204-2 - Security Requirements (except for the last sentence of Clause

- 52.219-8 - Utilization of Small Business and Small Disadvantaged Business Concerns
- 52.211-15 - Defense Priority and Allocation Requirements
- 52.215-10 - Price Reduction for Defective Cost or Pricing Data
- 52.215-12 - Subcontractor Cost or Pricing Data
- 252.225-7014 - Preference for Domestic Specialty Metals
- 252.227-7013 - Rights in Technical Data - Noncommercial Items
- 252.227-7014 - Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
- 252.227-7015 - Rights in Technical Data - Commercial Items
- 252.227-7030 - Technical Data - Withholding of Payment
- 252.256-7007 - Contractor Counterfeit Electronic Part Detection and Avoidance System.