

STANDARD HARD-CODED PURCHASE ORDER TERMS AND CONDITIONS

**TC-HARDCODE (05/14)**

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The requirements set forth in this Solicitation Attachment are in addition to and not in place of Buyer's requirements identified elsewhere in the request for quotation (RFQ) or request for proposal (RFP) (hereinafter collectively referred to as the "Solicitation"), including without limitation Raytheon Quality Notes and Purchasing Notes, you receive from Buyer. Any Purchase Order awarded as a result of the Solicitation shall at a minimum contain the following standard terms and conditions:

THE FOLLOWING RAYTHEON COMPANY ("RAYTHEON" OR "BUYER") TERMS AND CONDITIONS AND PURCHASE ORDER (PO) ATTACHMENTS (COLLECTIVELY, THE "PO ATTACHMENTS"), WHETHER OR NOT ATTACHED TO THIS PURCHASE ORDER, ARE ACCESSIBLE AT THE URL SET FORTH BELOW AND INCORPORATED HEREIN AS IF FULLY SET FORTH IN THIS DOCUMENT:

- (1) RAYTHEON GENERAL TERMS AND CONDITIONS OF PURCHASE TC-001 (04/13) [APPLICABLE TO ALL PURCHASE ORDERS];
- (2) RAYTHEON GENERAL TERMS AND CONDITIONS OF PURCHASE - SUPPLEMENT 1, TC-002 (04/13) [APPLICABLE TO ORDERS FOR PRODUCTS OR SERVICES IN SUPPORT OF A U.S. GOVERNMENT PRIME CONTRACT OR HIGHER-TIER SUBCONTRACT EXCEPT WHEN SELLER'S PRODUCT OR SERVICE MEETS THE DEFINITION OF A COMMERCIAL ITEM AT FAR 2.101];
- (3) RAYTHEON GENERAL TERMS AND CONDITIONS OF PURCHASE - SUPPLEMENT 2, TC-003 (04/13) [APPLICABLE TO ORDERS FOR PRODUCTS OR SERVICES IN SUPPORT OF A U.S. GOVERNMENT DEPARTMENT OF DEFENSE PRIME CONTRACT OR HIGHER-TIER SUBCONTRACT EXCEPT WHEN SELLER'S PRODUCT OR SERVICE MEETS THE DEFINITION OF A COMMERCIAL ITEM AT FAR 2.101];
- (4) RAYTHEON INTERNATIONAL GENERAL TERMS AND CONDITIONS OF PURCHASE TC-004 (04/13) [APPLICABLE ONLY TO PURCHASE ORDERS ISSUED TO SUPPLIERS IN A FOREIGN COUNTRY. IF TC-004 APPLIES, TC-001, TC-002 and TC-003 DO NOT APPLY];
- (5) RAYTHEON PURCHASE ORDER ATTACHMENT TC-UPDATE (05/14) [APPLICABLE ONLY TO ORDERS IN SUPPORT OF A U.S. GOVERNMENT AGENCY OR A U.S. GOVERNMENT DEPARTMENT OF DEFENSE PRIME CONTRACT OR HIGHER-TIER SUBCONTRACT. UNLESS OTHERWISE NOTED, THE REVISION DATE OF THE TC-UPDATE IN EFFECT AS OF THE DATE THIS PURCHASE ORDER WAS ISSUED TO THE SELLER SHALL APPLY];
- (6) RAYTHEON PURCHASE ORDER ATTACHMENT, WARRANTY FOR GOODS PURCHASED FROM BROKERS, TC-013 (12/11) [APPLICABLE TO PURCHASE ORDERS ONLY WHEN GOODS ARE ACQUIRED FROM A BROKER].
- (7) ADDENDUM TO SOFTWARE LICENSES WITH RAYTHEON, IP-006 (04/13) [APPLICABLE TO PURCHASE ORDERS FOR THE ACQUISITION AND USE OF SOFTWARE WHETHER PROCURED SEPARATELY OR AS PART OF ANY COMPUTER, EQUIPMENT, OR SYSTEM].
- (8) DEFINITIONS
  - (A) "BUYER" MEANS RAYTHEON COMPANY OR THE RAYTHEON COMPANY SUBSIDIARY, AFFILIATE, PARTNERSHIP, OR JOINT VENTURE IDENTIFIED ON THE FACE OF THIS PURCHASE ORDER.
  - (B) "BUYER'S PURCHASING REPRESENTATIVE" MEANS THE RAYTHEON COMPANY PERSON AUTHORIZED TO EXECUTE AND / OR MAKE CHANGES TO THIS PURCHASE ORDER.

(C) "PURCHASE ORDER" MEANS THIS INSTRUMENT OF CONTRACTING, INCLUDING THE GENERAL TERMS AND CONDITIONS OF PURCHASE REFERENCED HEREIN AND ALL REFERENCED SUPPLEMENTS, DOCUMENTS, EXHIBITS, ATTACHMENTS, AND ANY OTHER AGREEMENTS INCORPORATED BY REFERENCE WITHIN THIS PURCHASE ORDER.

(D) "SELLER" MEANS THE PARTY IDENTIFIED ON THE FACE OF THE PURCHASE ORDER THAT IS CONTRACTING WITH BUYER.

(9) PO ATTACHMENTS, TERMS AND CONDITIONS, AND QUALITY NOTES INCORPORATED BY REFERENCE ARE ACCESSIBLE VIA THE FOLLOWING URL:

[www.raytheon.com/connections/supplier/index.html](http://www.raytheon.com/connections/supplier/index.html)

(10) BY SELLER'S ACCEPTANCE OF THIS PURCHASE ORDER, SELLER ACKNOWLEDGES ITS COUNTERFEIT RISK MITIGATION OBLIGATIONS PURSUANT TO SECTION 13 OF TC-001 OR TC-004 (WHICHEVER IS APPLICABLE) THAT THE GOODS TO BE DELIVERED HEREUNDER SHALL BE AND ONLY CONTAIN MATERIALS OBTAINED DIRECTLY FROM THE ORIGINAL COMPONENT MANUFACTURER (OCM) OR THE ORIGINAL EQUIPMENT MANUFACTURER (OEM), (COLLECTIVELY, THE ORIGINAL MANUFACTURER (OM)) OR AN AUTHORIZED OM RESELLER OR DISTRIBUTOR; (ii) NOT BE OR CONTAIN COUNTERFEIT ITEMS, AS DEFINED IN SECTION 13; AND (iii) CONTAIN ONLY AUTHENTIC, UNALTERED OM LABELS AND OTHER MARKINGS. FURTHER, SELLER SHALL NOTIFY BUYER IN WRITING IMMEDIATELY IN THE EVENT THAT ANY MATERIAL TO BE DELIVERED CANNOT BE PROCURED IN ACCORDANCE WITH THIS REQUIREMENT AND SELLER MUST OBTAIN BUYER'S PRIOR WRITTEN AUTHORIZATION IF AN ALTERNATE SOURCE IS REQUIRED AND FOR ANY DEVIATION FROM THE COUNTERFEIT RISK MITIGATION REQUIREMENTS APPLICABLE TO THIS PURCHASE ORDER. THE CONTENTS OF THIS PARAGRAPH SHALL BE FLOWED TO SELLER'S SUPPLIERS AT ALL TIERS.

(11) BY ACCEPTING THIS PURCHASE ORDER, SELLER HEREBY CERTIFIES THAT ITS LAST ANNUAL OFFEROR REGISTRATION DATA, REPRESENTATIONS AND CERTIFICATIONS (CR-003) SUBMITTED TO RAYTHEON IS CURRENT, ACCURATE AND COMPLETE AS OF THIS DATE; AND THAT SUPPLIER IS IN COMPLIANCE WITH THE FOLLOWING CLAUSES AND IS, THEREFORE, ELIGIBLE FOR THIS AWARD:

(A) 52.203-11 "CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS" (OVER \$150,000)

(B) 52.209-5 "CERTIFICATION REGARDING RESPONSIBILITY MATTERS" (OVER \$30,000)

(C) 52.222-22 "PREVIOUS CONTRACTS AND COMPLIANCE REPORTS" (OVER \$10,000)

(12) IF A DPAS RATING IS SHOWN ON THE FACE OR ANY LINE OF THIS PURCHASE ORDER, THEN:

THIS IS A "DPAS RATED" ORDER CERTIFIED FOR NATIONAL DEFENSE USE, AND YOU ARE REQUIRED TO FOLLOW ALL THE PROVISIONS OF THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM REGULATION (15 CFR 700 ET SEQ.). ALL "DPAS RATED" ORDERS MUST BE ACCEPTED OR REJECTED AS FOLLOWS:

(A) "DO" RATED POs MUST BE ACCEPTED OR REJECTED IN WRITING (HARDCOPY), OR IN ELECTRONIC FORMAT, WITHIN 15 WORKING DAYS AFTER ORDER RECEIPT.

(B) "DX" RATED POs MUST BE ACCEPTED OR REJECTED IN WRITING (HARDCOPY), OR IN ELECTRONIC FORMAT, WITHIN 10 WORKING DAYS AFTER ORDER RECEIPT.

(C) REJECTION OF "DO" OR "DX" ORDERS MUST BE IN WRITING (HARDCOPY), OR IN ELECTRONIC FORMAT, GIVING THE SPECIFIC REASON FOR THE REJECTION.

(D) IF, AFTER ACCEPTANCE OF THIS ORDER, SELLER SUBSEQUENTLY FINDS THAT SHIPMENT OR PERFORMANCE WILL BE DELAYED, SELLER MUST NOTIFY THE BUYER IMMEDIATELY IN WRITING (HARDCOPY), OR IN ELECTRONIC FORMAT, GIVE REASONS FOR THE DELAY, AND ADVISE OF A NEW SHIPMENT OR PERFORMANCE DATE.

IF BOTH DPAS RATED AND UNRATED PO QUANTITIES ARE REFLECTED IN THIS ORDER, YOU ARE ONLY REQUIRED TO FOLLOW THE DPAS REGULATION AS IT PERTAINS TO THE DPAS RATED QUANTITIES.

(13) SELLER SHALL COMPLY WITH THE RAYTHEON COMPANY APPROVED CARRIER GUIDE AT THE URL: [http://www.raytheon.com/rtn\\_connect\\_carrierguide/](http://www.raytheon.com/rtn_connect_carrierguide/)

(14) PAYMENT TERMS:

PAYMENT DUE DATE WILL BE CALCULATED USING THE NUMBER OF DAYS SHOWN ON THE FIRST PAGE OF THIS PURCHASE ORDER COMMENCING FROM THE DATE A COMPLETE AND ACCURATE INVOICE IN ACCORDANCE WITH THE PURCHASE ORDER REQUIREMENTS AND COMPLIANT WITH RAYTHEON'S INSTRUCTIONS IS RECEIVED BY RAYTHEON FINANCE SHARED SERVICES (FSS) ACCOUNTS PAYABLE. PURCHASE ORDER NUMBER(S) MUST APPEAR ON ALL SUCH INVOICES. FSS PROCESSES ALL INVOICE PAYMENTS ONCE A WEEK ON TUESDAY. PAYMENTS SHALL BE RENDERED TO SELLER ON THE FIRST TUESDAY FOLLOWING THE NET PAYMENT DATE. WHEN THE FIRST TUESDAY FOLLOWING A SCHEDULED PAYMENT DATE IS A LEGAL U.S. BANKING HOLIDAY, THE PAYMENT SHALL BE MADE ON THE NEXT NON U.S. BANKING HOLIDAY WEEKDAY. WHEN GOODS OR SERVICES PROVIDED BY SELLER ARE PROVIDED TO BUYER'S U.S. GOVERNMENT CUSTOMER ON A COST, TIME & MATERIAL OR PROGRESS PAYMENT FINANCING BASIS, PAYMENTS TO SELLER WILL BE RENDERED WITHIN 30 DAYS AFTER BUYER INVOICES ITS U.S. GOVERNMENT CUSTOMER.

PAYMENT DUE DATE FOR PURCHASE ORDERS AUTHORIZED FOR PAYMENT USING BUYER'S EVALUATED RECEIPT SETTLEMENT (ERS) PROCESSING, WHETHER UNDER NET OR DISCOUNT TERMS, WILL BE DETERMINED BY THE DATE GOODS ARE RECEIVED ON BUYER'S DOCK OR SERVICES PERFORMED. INVOICES ARE DISCARDED BY RAYTHEON WHEN ALL PURCHASE ORDER LINES INDICATE ERS.

PAYMENT DUE DATE FOR FRAMEWORK LEASE ORDERS ARE NOTED ON THE PURCHASE ORDER AND IN ACCORDANCE WITH PAYMENT SCHEDULES FOR RECURRING PAYMENTS FOR LEASING ARRANGEMENTS.

PAYMENTS FOR GOODS OR SERVICES USING ERS AND FOR LEASING ARRANGEMENTS WILL BE MADE USING THE SAME WEEKLY PAYMENT PROCESS DESCRIBED ABOVE.

EXCEPT WHEN SELLER IS CURRENTLY INVOICING VIA ELECTRONIC DATA INTERCHANGE (EDI) OR EXOSTAR, SELLER SHALL CONTACT TRANSCPTA LLC AT [www.transcepta.com/raythe](http://www.transcepta.com/raythe) AND REGISTER TO SUBMIT INVOICES ELECTRONICALLY TO RAYTHEON.

(15) CONFLICT MINERALS

IF SELLER IS PROVIDING GOODS TO BUYER UNDER THIS PURCHASE ORDER, SELLER AGREES TO REVIEW AND COMPLY WITH BUYER'S CONFLICT MINERALS POLICY/PUBLIC STATEMENT (AVAILABLE AT THE URL: [www.raytheon.com/responsibility/stewardship/sustainability/conflict\\_minerals/index.html](http://www.raytheon.com/responsibility/stewardship/sustainability/conflict_minerals/index.html)) AND TO USE COMMERCIALY REASONABLE EFFORTS TO:

(A) IDENTIFY WHETHER SUCH GOODS CONTAIN TANTALUM, TIN, TUNGSTEN OR GOLD;

(B) CONDUCT A REASONABLE COUNTRY OF ORIGIN INQUIRY REGARDING THE ORIGIN OF SUCH MINERALS IN SUCH GOODS TO DETERMINE WHETHER SUCH MINERALS ORIGINATED IN COVERED COUNTRIES, AS DEFINED IN SECTION 1502 OF THE DODD-FRANK WALL STREET REFORM AND CONSUMER PROTECTION ACT; AND

(C) IF SUCH MINERALS ORIGINATED IN COVERED COUNTRIES, CONDUCT DUE DILIGENCE ON THE CHAIN OF CUSTODY OF THE SOURCE OF SUCH MINERALS FOR THE PURPOSE OF IDENTIFYING THE SMELTER OF SAID MINERALS; AND

(D) ASSIST BUYER IN CONDUCTING REASONABLE DUE DILIGENCE CONCERNING THE SMELTERS OF SUCH MINERALS. SELLER SHALL INCLUDE THE SUBSTANCE OF THIS SECTION (15) CONFLICT MINERALS IN ANY AGREEMENT BETWEEN SELLER AND ITS LOWER TIER SUPPLIERS. SELLER SHALL PROVIDE BUYER WITH REASONABLE DOCUMENTATION OF SELLER'S AND ITS LOWER TIER SUPPLIERS' DUE DILIGENCE EFFORTS, IN A FORMAT PRESCRIBED BY BUYER, WHEN REQUESTED BY BUYER.

(16) BY SELLER'S ACCEPTANCE OF THIS PURCHASE ORDER, SELLER ACKNOWLEDGES ITS OBLIGATIONS UNDER THE APPLICABLE SPECIALTY METALS DFARS CLAUSE INCORPORATED IN TC-001, TC-003 OR TC-004 (WHICHEVER IS APPLICABLE).

**(17) SELLER SHALL ABIDE BY THE REQUIREMENTS OF 41 CFR § 60-300.5(A) [APPLICABLE TO PURCHASE ORDERS OVER \$100,000] AND 41 CFR §60-741.5(A) [APPLICABLE TO PURCHASE ORDERS OVER \$10,000]. THESE REGULATIONS PROHIBIT DISCRIMINATION AGAINST QUALIFIED INDIVIDUALS ON THE BASIS OF PROTECTED VETERAN STATUS AND DISABILITY, RESPECTIVELY, AND REQUIRE AFFIRMATIVE ACTION BY SELLER AND ITS LOWER TIER SUBCONTRACTORS TO EMPLOY AND ADVANCE IN EMPLOYMENT QUALIFIED PROTECTED VETERANS AND INDIVIDUALS WITH DISABILITIES.**

(18) WITH THE EXCEPTION OF WORK UNDER DPAS RATED ORDERS, COMMENCEMENT OF PERFORMANCE OF THE WORK CALLED FOR BY THIS PO IN THE ABSENCE OF SELLER'S WRITTEN ACKNOWLEDGEMENT THEREOF SHALL BE DEEMED ACCEPTANCE OF THIS PO AS WRITTEN.