

**SPACE GATEWAY SUPPORT, LLC
GENERAL PROVISIONS OF PURCHASE ORDER**

DEFINITIONS: BUYER OR SGS SHALL MEAN SPACE GATEWAY SUPPORT, LLC; SELLER SHALL MEAN SUBCONTRACTOR OR VENDOR; CONTRACTING OFFICER SHALL MEAN SGS PROCUREMENT OFFICIAL.

1. INSPECTION AND ACCEPTANCE

- A. The Seller's existing quality assurance system shall be used in lieu of Buyer/Government inspection and testing unless otherwise specified.
- B. SGS and/or the Government have the right to inspect any or all of the work included in this order at the supplier's plant. Inspection shall be performed at any time during the process of work.
- C. The Subcontractor shall only tender for acceptance those items that conform to the requirements of this Order. SGS reserves the right to inspect or test any supplies or services that have been tendered for acceptance. SGS may require repair or replacement of nonconforming supplies, or performance of nonconforming services, at no increase in Subcontract price. SGS must exercise its post-acceptance rights --
 - (1) Within a reasonable time after the defect was discovered or should have been discovered; and
 - (2) Before and substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
 - (3) Acceptance is not final until all work has been completed.

2. SHIPMENT AND STORAGE

- A. All deliveries shall be strictly in accordance with applicable quantities and schedules set forth in this Order. Buyer reserves the right to return over shipments and early shipments at Seller's expense. Seller shall be liable for all storage/handling charges incurred as a result of over shipments and early shipments.
- B. A complete packing list must be enclosed with all shipments and must show the Purchase Order, each Requisition Number, and corresponding nomenclature and quantities of the items shipped.
- C. Seller shall mark all containers or packages with necessary shipping information. All items shall be suitably prepared for shipment as to: (1) ensure safe delivery, (2) Secure the lowest Transportation rate, and (3) meet the Carrier's and all applicable DOT requirements.
- D. Whenever it appears Seller will not meet the delivery schedule, Seller shall immediately notify the Buyer stipulate the reason and estimated length of the delay. Seller shall make every effort to avoid or minimize the delay to the maximum extent possible including the expenditure of premium time and most expeditious transportation. Any additional cost caused by these requirements shall be borne by the Seller.
- E. If Seller is unable to meet the required delivery schedule for any reason, other than a change directed by the Buyer, Buyer shall have the option to (1) terminate this Order, or (2) fill such Order or any portion thereof, from sources other than the Seller and to reduce Seller's Order quantities accordingly at no increase in unit price, without any penalty to Buyer. This condition shall not limit Buyer's rights under the default clause contained herein. Additional consequences may include, but not limited to: (a) negative impact of Seller's performance rating, (b) elimination from consideration for future business, or (c) notification to the parent company of the Seller of your failure to meet your obligations.
- F. The Buyer and Seller expressly agree that time is and shall remain a material element of the Order and no acts of Buyer, including without limitation, modifications to this Order or acceptance of late deliveries, shall constitute a waiver of this provision.
- G. No charge shall be made for packaging, delivery or similar costs unless expressly authorized by this Purchase Order.
- H. Deliveries must be made to the address indicated next to the "ship to" on the Purchase Order unless specified elsewhere in the Purchase Order. **IMPORTANT:** Shipments bypassing SGS Receiving Department, for any reason not specified will result in delays in SGS acceptance and may cause late payment.

Deliveries will be accepted only during the normal operating hours of 7:30 a.m. to 3:00 p.m. (ET) daily except Saturdays, Sundays, and legal holidays. (321-867-1668)

3. VARIATION IN QUANTITY

No variation in quantity of any item called for by this Purchase Order will be accepted unless previously agreed upon and specified elsewhere in this Purchase Order, unless the variation is caused by conditions of loading, shipping or packing, or by allowance in manufacturing process.

4. WARRANTY

The Subcontractor warrants and implies that the items delivered hereunder are merchantable and fit for use for particular purpose described in the Order.

5. TERMINATION FOR CONVENIENCE

- A. Termination or cancellation for convenience. SGS, by 30 days written notice, may terminate the Agreement, in whole or in part, when it is in the best interest of SGS or the Government. If this agreement is so terminated, the subcontractor may be compensated in accordance with FAR and NASA FAR
- B. Supplement Regulations in effect on this agreement date.

6. TERMINATION FOR DEFAULT

SGS may terminate this Order, or any part thereof, for cause in the event of default by the Seller, or if the Seller fails to comply with any terms and conditions, or fails to provide SGS, upon request, with adequate assurances of future performance. In the event of termination for cause SGS shall not be liable to the Seller for any amount of supplies or services not accepted, and the Seller shall be liable to SGS for any and all rights and remedies provided by law. If it is determined that SGS improperly terminated this subcontract for default, such termination shall be deemed a termination for convenience.

7. INVOICES, DISCOUNTS AND TAXES

- A. Invoices shall be submitted in duplicate and shall contain, but not be limited to the following information: Purchase Order and Purchase Requisition numbers and date, item number, nomenclature, quantities, unit price, unit of measure, and extended totals.
- B. The date for cash discounts calculation is the date SGS has received all materials, service, and documentation called for by this Purchase Order, or the date an acceptable invoice is received, whichever is later,
- C. Seller's invoices will be returned for correction or offset by SGS's debit memorandums for any adjustments due to shortages, late deliveries, rejections, or other failures to comply with the requirements of the Purchase Order before payment is made by SGS.
- D. Federal taxes of any nature which are billed to SGS shall be stated separately in Seller's invoices. Any and all tax exemption certificates will be accepted by Seller.

8. PRICES

Seller warrants that the prices of the items set forth in the Purchase Order do not exceed those charged by the Seller to any other organization purchasing the same or substantially similar items in like or similar quantities.

9. PRECEDENCE

Conflicting provisions, if any, shall prevail on the following descending order of precedence:

- A. Typed provisions on the face of this Purchase Order, and attached specifications.
- B. Special instructions (if any)
- C. The General Provisions and Additional General Provisions (If any)

10. ADDITIONAL PROVISIONS

This Purchase Order is placed under a prime contract with the U.S. Government / NASA and the following Federal Acquisition Regulations (FAR) Clauses/Provisions applicable to this procurement are incorporated into this Agreement by reference with the same force and effect as if set forth in full text. The complete text for all of these clauses and provisions is available at the SGS Contract and Procurement Office issuing this Purchase Order. The Seller acknowledges they are in possession of or are familiar with all of the clauses and provisions incorporated by reference, and agree to perform the requirements of this Agreement in accordance with the provisions of such reference clauses and provision of this Purchase Order.

- 52.212-4 Contract Terms and Conditions - Commercial Items (Apr 1998)
- 52.222-35 Affirmative Action Disabled Veterans of the Vietnam Era (Apr 1998)
- 52.222-3 Convict Labor (Apr 1998)
- 52.222-26 Equal Opportunity (Apr 1998)
- 52.222-36 Affirmative Action for Workers with Disabilities (June 1998)
- 52.244-6 Subcontract for Commercial Items and Commercial Components (Oct 1998)