



## PURCHASE ORDER - TERMS AND CONDITIONS

1. The Purchase Order must be accepted in writing by Supplier (or "Vendor") within ten (10) days of Supplier's receipt hereof.
2. If for any reason Supplier fails to accept the Order in writing, the shipment by Supplier of any Goods (or lots thereof) ordered hereby, the furnishing or commencement of any Services called for hereunder (including preparation for manufacture), or the acceptance of any payment by Supplier hereunder, or any other conduct by Supplier that recognizes the existence of a contract pertaining to the subject matter hereof, may, at Buyer's election, be treated as an unqualified acceptance by Supplier of the Order and all terms and conditions hereof.
3. Any terms and conditions proposed in Supplier's acceptance or in any acknowledgment, invoice, or other form of Supplier that add to, vary from, or conflict with the terms herein are hereby rejected. Any such proposed terms shall be void and the terms and conditions of the Order shall constitute the complete and exclusive statement of the terms and conditions of the contract between the parties and shall apply to each shipment received by Buyer from Supplier hereunder, and such terms and conditions may hereafter be modified only by written instrument executed by an authorized representative of Beacon's Purchasing Department and an authorized representative of the Supplier. In the event any such proposed terms would, if accepted by Buyer, vary the liability or warranty, aspects of these terms then such proposed terms will be null and void unless the acceptance by Buyer is made in writing by Buyer is made in writing by a member of Buyer's legal department.
4. If the Order is issued by Buyer in response to an offer by Supplier and if any of the terms herein are additional to or different from any terms of such offer, then the issuance of the Order by Buyer shall constitute an acceptance of such offer subject to the express condition that Supplier assent to all such additional and different terms herein and acknowledge that the Order constitutes the entire agreement between Buyer and Supplier with respect to the subject matter hereof. Supplier shall be deemed to have so assented and acknowledged unless Supplier notifies Buyer to the contrary in writing within ten (10) calendar days of receipt of the Order.
5. Delivery: Time is of the essence. The Goods or Services covered by the Order must be delivered by the date(s) specified.
6. Beacon's TERMS AND CONDITIONS OF PURCHASE have been provided under separate cover (also available on Beacon's website at [www.beacongp.com](http://www.beacongp.com)), are hereby incorporated by reference and applicable to the Order.
7. Beacon's applicable PURCHASE ORDER QUALITY ASSURANCE REQUIREMENTS as identified above have been provided under separate cover (also available on Beacon's website at [www.beacongp.com](http://www.beacongp.com)), and are hereby incorporated by reference and applicable to the Order.
8. If a Government Contract number is referenced on the face of the Order, then Code Of Federal Regulations Title 41, Section 60-1.4 EQUAL OPPORTUNITY CLAUSE is hereby incorporated by reference and applicable to the Order. Beacon Industries is a government contractor subject to Section 503 of the Rehabilitation Act of 1973 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974. Beacon is committed to taking affirmative action to employ and advance in employment qualified individuals with disabilities, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans. These regulations are hereby incorporated by reference and applicable to the order and Seller.
9. U.S. Law Compliance: The Parties shall fully cooperate with each other and applicable third parties in complying with U.S. laws that may also relate to the Order, including, without limitation, the U.S. Export Administration, Arms Export Control Act, International Traffic in Arms Regulations (ITAR), 22 CFR Sections 121 through 128. and the Foreign Corrupt Practices Act. In addition, the obligations of the



Parties hereunder shall be subject to compliance with any trade sanctions in effect from time to time. The order may contain equipment and technical information or data further controlled by 5352.227-9000 EXPORT-CONTROLLED DATA RESTRICTIONS for which Seller shall be fully responsible and liable for compliance with. An export license is required before assigning any foreign source to perform work under the contract or before granting access to foreign persons to any equipment and technical data generated or delivered during performance (see 22 CFR Sections 125). The Seller shall notify Beacon and obtain written approval from Beacon prior to assigning or granting access to any work, equipment, or technical data generated or delivered under the contract to foreign persons or their representatives. The notification shall include the name and country of origin or the foreign person or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign person is cleared to have access to technical data (DoD 5220. 22-M, National Industrial Security Program Operating Manual (NISPOM)).

**PUBLIC CONTRACTS AND PROPERTY MANAGEMENT CHAPTER 60--OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS, EQUAL EMPLOYMENT OPPORTUNITY, DEPARTMENT OF LABOR PART 60-1--OBLIGATIONS OF CONTRACTORS AND SUBCONTRACTORS** -- Table of Contents Subpart A--Preliminary Matters; Equal Opportunity Clause; Compliance Reports Sec. 60-1.4 Equal opportunity clause. (a) Government contracts. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in Section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract): During the performance of the contract, the Seller agrees as follows:

1. The Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
2. The Seller will, in all solicitations or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Seller will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Sellers commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Seller will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Seller will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Sellers non-compliance with the nondiscrimination clauses of the contract or with any of such rules, regulations, or orders, the contract may be canceled, terminated or suspended in whole or in part and the Seller may be declared ineligible for further Government contracts in

