**TERMS & CONDITIONS**

**USIM1           US Integrity Machine, LLC Right of Inspection:**US Integrity Machine, LLC reserves the right to inspect any or all materials included in this order at the Supplier’s plant.

**USIM2           US Integrity Machine, LLC Source Inspection:** US Integrity Machine, LLC Inspection is required at seller’s facility.  Evidence of such Inspection will be indicated on the shipping report, process certification, or fabrication order accompanying each shipment.Seller will notify US Integrity Machine, LLC Quality Assurance Department at least Five days prior to processing or manufacturing so that appropriate planning for US Integrity Machine, LLC Source Inspection can be accomplished.

* **Note:** Seller shall provide a copy of the purchase contract to the Buyers Quality Representative serving their plant upon request.

**USIM3           US Integrity Machine, LLC Right of Surveillance:**Work under this Purchase Order is subject to US Integrity Machine, LLC surveillance audit at Supplier’s location.  USIM’s Customers and Regulatory Authorities shall have right of access to all facilities involved in the purchase order and to all applicable records.  US Integrity Machine, LLC Quality Assurance Representative may elect to conduct Inspection on a surveillance basis, or perform 100% Inspection.  Suppliers will be notified by US Integrity Machine, LLC if Inspection or surveillance is to be performed on specific shipments.  No shipments are to be held for US Integrity Machine, LLC Inspection unless notification is received in writing prior to the scheduled ship date.  The frequency of audits will be in direct correlation to the quality of product delivered.

**USIM4           Government Source Inspection:** Government Source Inspection is required prior to shipment from supplier’s plant.  Upon receipt of
this order, promptly notify the Government Representative who normally services your plant, so that appropriate planning for
Government Inspection may be accomplished.  The supplier shall furnish the Government Representative with all drawings and
specifications necessary for Inspection.  In the event a Government Representative cannot be located, the responsible Buyer shall be notified immediately.

NOTE:  Government Source Inspection does not relieve the supplier of the responsibility for the product meeting all
applicable Drawing/Specification requirements.

* **Note:**   Seller will provide evidence of Government Inspection on shipping report accompanying each shipment.

**USIM5           Government  Inspection:**  During performance on this contract, your quality control or Inspection system & manufacturing process is subject to review, verification, & analysis by an authorized Government representative. Government source Inspection or release of product prior to shipment is not required unless notification in writing is received prior to the scheduled ship date.

**USIM6           US Integrity Machine, LLC Customer Source Inspection:**During performance on this contract, your quality control or Inspection system & manufacturing process are subject to review, verification, & analysis by authorized customer representative. US Integrity Machine, LLC Customer Source Inspection or release of product prior to shipment is not required unless notification in writing is received prior to the scheduled ship date.

**USIM7           US Integrity Machine, LLC Customer Source Inspection Required:**  US Integrity Machine, LLC Customer Source Inspection is required prior to shipment from supplier’s plant.  Upon receipt of this order, promptly notify US Integrity Machine, LLC Quality Assurance department so that appropriate planning for US Integrity Machine, LLC Customer Source Inspection may be accomplished.  The supplier shall furnish the Representative with all drawings and specifications necessary for Inspection.

* **Note:**   Seller will provide evidence of US Integrity Machine, LLC Customer Source Inspection on shipping report accompanying shipment.

**USIM8           First Article Inspection:**US Integrity Machine, LLC Quality Assurance Department reserves the right to perform a Source First Article Inspection.  The supplier shall notify the Buyer 72 hours in advance that the article/item is ready for Inspection. Evidence of such Inspection will be indicated on the shipping report, process certification, or inspection document accompanying each shipment.

**USIM9           General Compliance:** By the acceptance of this Purchase Order, the seller agrees that materials, items and/or finished parts shall be controlled, Inspected and tested in compliance with, and will meet all specified Purchase Order requirements drawing/specifications, and that applicable records are on file for at least ten (10) years, subject to examination by US Integrity Machine, LLC and/or USIM’s Customer**.**

**USIM10         Specific Compliance:** The supplier shall furnish a Certificate of Compliance (C of C), signed by an official representative for the supplier.  Materials, Processes, Services and/or furnished items, in accordance with the instructions, drawings/specifications furnished with the Purchase Order shall have signed Certification included with the Packing Slip in the form of a C of C.  Each C of C shall identify the Purchase Order number, part number, revision, Serial Number, (if applicable), Specification, Drawing, and lot/batch number as applicable to the content of the Purchase Order.  Inspection and Test data shall be maintained for ten (10) years, unless otherwise specified, and is subject to examination by US Integrity Machine, LLC and/or USIM’s Customer**.**The C of C must state the name of the manufacturer when ordered from a distributor, and shall accompany each shipment.

**USIM11         Inspection/Test Data:**One (1) copy of the actual Inspection/Test Data shall accompany each shipment.

**USIM12         Corrective Action:**Theseller shall on request, provide statements of Corrective Action on failures of seller’s hardware on designated forms supplied by the buyer. Corrective Action statements, at buyer option, may require approval signature by Buyer Quality and/or Government Quality representatives.  All rejected articles resubmitted by seller to Buyer shall bear adequate identification including reference to Buyer’s rejection document.

**USIM13         Dimensional Data:**The supplier shall submit Recorded Dimensional findings with each shipment.  Supplier’s Inspection Equipment shall be
calibrated and be traceable to the NIST.

**USIM14         Workmanship:**   All items on this order shall be fabricated, processed, protected and finished in such a manner as to be uniform in quality and appearance and be free of defects that will affect form, fit, function, life, safety or serviceability.

**USIM15         Manufacturing & Inspection Control Plan:**  The seller will submit a manufacturing & inspection control plan for US Integrity Machine, LLC approval. As a minimum, the plan will delineate the sequence of manufacturing operations to be performed, the type of each Inspection specified, and, if applicable, the specifications that define each Inspection requirement. This plan will be submitted to US Integrity Machine, LLC purchase order originator & approved by US Integrity Machine, LLC Quality Assurance.

**Prior to production of the product ordered.** US Integrity Machine, LLC approval of this plan does not relieve Seller of the responsibility to perform all Inspection required by the applicable specifications. After approval by US Integrity Machine, LLC Quality Assurance, the seller will comply with the plan submitted. Any changes to the approved plan will be resubmitted to US Integrity Machine, LLC for re-approval.

**USIM16         First Piece Inspection**: The supplier shall submit a First Piece sample item for dimensional and/or functional approval prior to producing production items.  The supplier shall notify US Integrity Machine, LLC Buyer when the item is ready for approval examination.  US Integrity Machine, LLC may choose to perform examination at supplier’s facility or may require supplier to ship sample part(s) to US Integrity Machine, LLC for examination.  Notification of place of examination, in either case, will be made in writing by US Integrity Machine, LLC.

**USIM17         Traceability/Records:**The supplier shall retain records as a means of objective evidence of the quality of items supplied (manufactured, fabricated, assembly, Inspection, Test, Special Processes, etc.) for a minimum of ten (10) years, or as otherwise indicated on the Purchase Order. All records shall be maintained in a manner to prevent deterioration. Records shall be subject to examination by US Integrity Machine, LLC and/or USIM’s Customer. Copies of these records shall also be available upon request. Once the required retention time has passed all records shall be shredded and disposed of.

**USIM18         Age Control:** The supplier shall include the material type, condition, lot or batch number, specifications, Manufacturer, date of Manufacture, and shelf life expiration date on all perishable/shelf life material Certifications. The supplier shall supply the Hazardous Material Identification System (HMIS), the Manufacturing Data Sheets, and when applicable, the Material Safety Data Sheets (MSDS) with the material, as required.

**USIM19**         **Dealers and Distributors:**The supplier must supply Manufacturers Certification with each shipment.

**USIM20         Material Test Reports:**The supplier shall submit a copy of the Chemical and Physical Test Report with actual Test Data for the materials shipped under this order. Seller will mark each individual item and applicable document, test report, shipping report, & certification to show clear traceability to lot, heat lot, or batch number. Unless otherwise directed by purchase order or the specification, when the size of the item does not permit marking of individual items, Seller will label each package or box furnished.

**USIM21         Retained Data:** Physical and Chemical Test Data of raw materials used in the fabrication of articles on this order shall be retained on file by the supplier for a period of ten (10) years, and are subject to examination by US Integrity Machine, LLC and/or USIM’s customer, and a copy of retained data furnished upon request.

**USIM22         Lot Control:**Lot identification number(s) shall be supplied with material/items, Inspection Records/Data traceable to the lot number identification, and shall be available upon USIM’s request.

**USIM23         SPC:**SPC requirements including SPC Data is required on this order.

**USIM24         Configuration Control:**The supplier shall supply the revision(s) completed per engineering documents and specified by US Integrity Machine, LLC unless a change is authorized in writing by US Integrity Machine, LLC Buyer prior to shipment.

**USIM25         Casting Information:**All Castings on this order shall be identified by a permanent casting number, part number and configuration, or by a method that will give complete traceability of the mold used in fabrication.  Physical and Chemical Test Data of raw materials furnished on castings produced on this order shall denote the applicable heat number, batch or lot number, date of manufacture, and shall be furnished with each shipment.

**USIM26         Packaging:**Packaging materials shall not have a harmful effect on items shipped on this order.  Packaging, unless otherwise specified, shall be performed to completely protect items from damage or deterioration during shipment.

**USIM27         Sub-Contracting of this Purchase Order:**Sub-Contracting of this Purchase Order other than original release is prohibited without prior written authorization from US Integrity Machine, LLC Buyer and US Integrity Machine, LLC Quality Assurance Department.

**USIM28         Process Control:**The supplier shall maintain control and approval of all Manufacturing (i.e. welding, soldering, plating, painting, etc.) and Inspection/Test, used in the performance of this order.  The supplier shall maintain objective evidence of process qualification in accordance with applicable specifications.  The approval status shall be subject to review and approval/disapproval by US Integrity Machine, LLC Machine and Tool or USIM’s Customer.

**USIM29         Over/Under Shipments:**No Over/Under shipments are allowed on this order without prior written authorization from US Integrity Machine, LLC buyer.

**USIM30         Calibration Control:**The supplier shall control the Calibration of all Measuring and Test Equipment (M &TE) against Certified Measurement Standards, traceable to the NIST.  The Calibration Control System shall conform to specification MIL-STD-45662  “Calibration System Requirements” or equivalent.

**USIM31         Sellers Compliance with ISO 9001:**Seller will comply with the current revision of ISO 9001: Inspection System Requirements or equivalent. The seller is required to be on US Integrity Machine, LLC approved supplier listing.

**USIM32         Sellers Compliance with AS9100:**Seller will comply with AS9100 Inspection System Requirements or equivalent. The seller is required to be on US Integrity Machine, LLC approved supplier listing.

**USIM33         Notification of Non-Conforming Product:**Seller shall notify US Integrity Machine, LLC immediately after discovering non-conforming product. US Integrity Machine, LLC will then determine the disposition of the product. If the disposition is use-as-is, the non-conforming material shall be tagged and inspection data describing the non-conformance shall accompany the product. If the disposition is nonconforming, US Integrity Machine, LLC will provide seller with specific instructions.

**USIM34         Customer Approved Sources:**Seller is required to use Customer Approved Special Process Sources. Upon request, the purchase order issued by US Integrity Machine, LLC will be accompanied by a list of Customer Approved Special Process Sources. The processes which require the use of these sources will be identified on the purchase order.

**USIM35         Domestic Material:** Sources for any material from a source other than a domestic source of manufacture must have specific written approval by USIM’s customer. Any contracts for components to support U.S. Department of Defense are required to adhere to the requirements of the Berry Amendment.

MATERIAL SOURCE, DEPARTMENT OF DEFENSE: If items ordered hereon are for Department of Defense use, then DFARS 252.225-7008 Restriction on Acquisition of Specialty Metals and or 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals and or 252.225-7010 Commercial Derivative Article – Specialty Metals Compliance Certificates are incorporated herein by this reference and are required to be flowed down by Seller to all sub-tier subcontractors that deliver any components that contain domestic specialty metal content.

**USIM36           Special Processing:**The supplier shall maintain control and approval of all special processing (ie. welding, soldering, plating, magnetic particle and penetrant inspection, etc.) and Inspection/Test, used in the performance of this order.  The supplier shall maintain objective evidence of process qualification in accordance with applicable specifications.  The approval status shall be subject to review and approval/disapproval by USIM’s Customer.

**USIM37         Customer Designated Source:**In those cases where a customer approved supplier / subcontractor uses an outside source to fulfill USIM’s purchase order, that subtier supplier / subcontractor must also be approved by USIM’s customer.  This includes suppliers that provide special processes.

**USIM38**         Tooling – General:  While under sub-tier’s control, any tooling transferred from US Integrity Machine, LLC to sub-tier shall be handled with care.  It is the responsibility of all employees to identify, verify, protect, and safeguard customer tooling provided for use or incorporation into the product.  In the event the customer-supplied tooling fails receiving inspection, or is not suitable for any other reason, the Quality Manager or designee will contact the customer. When specified by contract, special handling instructions from US Integrity Machine, LLC will take precedence over the sub-tier’s standard handling, storage, and packaging procedures.  All tooling records are to be maintained per AS9100 standards.  Customer tooling can include intellectual property, including customer furnished data used for design, production, and/or inspection.  (Please refer to the D950-11059-1 IDS Seller Special Tooling Requirements for any Boeing IDS tools)

**USIM39         Tooling – Each Use Condition Checks:**  All Special Tooling (ST) is required to have “Each Use Condition Checks”.  Sub-tier users are responsible for each use condition checks by use of required measurements and appearance of said tool.  Acceptance must be documented to provide objective evidence of the process being performed.  All maintenance requirements and any special tooling requirements based on the program contract requirements will be flowed down to the sub-tier for validation and acceptance of special tooling.  All special tooling at sub-tier’s location is subject to periodic inspection and/or site audit.  **US Integrity Machine, LLC**maintains right of entry to sub-tier’s facility for audit and periodic inspection purposes.  **(Please refer to the D950-11059-1 IDS Seller Special Tooling Requirements for any Boeing IDS tools)**

**USIM40         Tooling – Nonconformance:**   When any tool is found to be nonconforming or past due for periodic check to US Integrity Machine, LLC or End User requirements, an investigation will be launched in the form of a corrective action.  US Integrity Machine, LLC is to be immediately notified of the nonconformance and must be kept apprised of the investigation into the root cause of the nonconformance.  The corrective action will establish the root cause of the nonconformity, uncover any affected product, and eliminate the recurrence of that nonconformity.  **(Please refer to the D950-11059-1 IDS Seller Special Tooling Requirements for any Boeing IDS tools)**

**USIM41         Delivery – FOB:**All Goods are shipped F.O.B. Buyer’s destination unless otherwise noted on a US Integrity Machine, LLC Purchase Order.  If Goods are shipped F.O.B. destination or Buyer’s plant, shipping charges must be prepaid in all cases.  No insurance premiums or shipping costs will be allowed unless authorized in writing.  Packing slips must be enclosed with all shipments showing USIM’s Purchase Order number, line number, release number (if any) and quantity.  Charges accrued through Seller’s failure to ship in accordance with noted shipping instructions will be charged to Seller’s account.

**USIM42         Public Liability Insurance:**  Seller shall hold Buyer and its Customers harmless from all injuries, damages and claims arising from performance of work or services covered by this order.  Seller shall maintain such insurance as will protect the Seller, the Buyer and its Customer from claims under Workmen’s Compensation Acts and from any other claims for damages, personal injury or death to employees of the Seller, the Buyer or its Customer or any other persons which may arise from performance or work or services covered by this order whether performed by the Seller, their sub contractor, or anyone directly or indirectly employed by either of them.

**USIM43**         **ITAR Requirements**:  Any documents that include items or technology covered by the Munitions List are subject to the International Traffic In Arms Regulations (ITAR), 22 CFR 120-130.  Accordingly, all suppliers are prohibited from exporting technical data to a foreign person without authorization from the U.S. State Department.  It is the responsibility of the recipient of this purchase order to ensure their compliance with all applicable U.S. export regulations.  Seller agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S>C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774; including the requirement for obtaining any export license or agreement, if applicable.  Without limiting the foregoing, Seller agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by or associated with , or under contract to Seller or Seller’s lower-tier suppliers, without the authority of an export license, agreement, or applicable exception or exception.  Seller must comply with ITAR, part 122.1 Registration requirements (a), Any person who engages in the United States in the business of either manufacturing or exporting defense articles or defense services is required to register with the Office of Defense Trade Controls.  Manufacturers who do not engage in exporting must nonetheless register.

**USIM44         Construction:**  All USIM Purchase Orders shall be governed in all respects by the laws of the State of Missouri.

**USIM45**         **Ozone Depleting Substances: Hazardous Materials**—All goods to be delivered under specific Military or Department of Defense contracts must have a supplier certification statement as to whether the goods contain, or do not contain, or were manufactured with, or were not manufactured with, ozone depleting substances. One of the following statements must be used. The seller certifies these goods were not manufactured with and don not contain any ozone depleting substances. The supplier certifies these goods are in compliance with the ozone depleting substances labeling requirements under U.S. law.

**USIM46**         **Removed**

**USIM47**         **Removed**

**USIM48**         **Termination for Convenience:** Termination for convenience per FAR clause 52.249-2 or equivalent.

**USIM49**         **Critical Parts:**Any purchase order that designates part(s) as “CRITICAL”, shall have all records, testing and test reports maintained for a minimum of thirty (30) years or for the life of the aircraft program, whichever is longer. Records held for the required retention period shall not be destroyed without written concurrence from USIM Program Management. Examples of “CRITICAL” parts are as follows: Maintenance Critical, Safety Critical, Flight Science Critical, Fracture Critical, Fracture Critical Traceable, etc.

**USIM50 FOD Control:** The supplier or any of its sub-tier suppliers used in the performance of this order shall implement, manage, and execute an effective FOD prevention Program necessary to reduce the risk of Foreign Objects, Foreign Object Debris, and Foreign Object Damage to US Integrity Machine and or its Customer’s products under contract in this purchase order. For additional resource tools see Supply Chain Management Handbook (SCMH) FOD Program Robustness Assessment Tool for further guidance at www.iaqg.org/scmh.

**USIM51**         **Right to Offset:**  US Integrity Machine, LLC and its divisions, subsidiaries and affiliates will have the right, at any time, to set off and apply against any monetary obligations that USIM or its divisions, subsidiaries or affiliates owes to Seller or any of Seller’s parents, divisions, subsidiaries or affiliates, any obligations that Seller, or any of Seller’s parents, divisions, subsidiaries or affiliates, may owe to USIM or any of USIM’s divisions, subsidiaries or affiliates.

**USIM52**         **Digital Product Definition:**  Per Boeing document D6-51991, "Quality Assurance Standard for Digital Product Definition at Boeing Suppliers". When Type Design Digital Product Definition (DPD) data is utilized in manufacturing, inspection and sub-tier flow-down of product definition, Seller shall have a quality system to control Type Design DPD data to the extent necessary to fulfill program requirements. Seller must obtain Boeing DPD capability approval.

**USIM53** **Counterfeit Goods:** Seller shall not furnish to Buyer any Goods under this Contract that are “Counterfeit Goods,” defined as Goods or separately-identifiable items or components of Goods that: (i) are an unauthorized copy or substitute of an Original Equipment Manufacturer or Original Component Manufacturer (collectively, “OEM”) item; (ii) are not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture; (iii) do not contain proper external or internal materials or components required by the OEM or are not constructed in accordance with OEM design; (iv) have been re-worked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OEM design but not disclosed as such or are represented as OEM authentic or new; or (v) have not passed successfully all OEM required testing, verification, screening, and quality control processes. Seller shall implement an appropriate strategy to ensure that Goods furnished to the Buyer under this Contract are not Counterfeit Goods. Seller’s strategy shall include , but is not limited to, the direct procurement of items from OEMs or authorized suppliers, conducting approved testing or inspection to ensure the authenticity of items, and, when items are to be procure d from nonauthorized suppliers, obtaining from such non-authorized suppliers appropriate certificates of conformance that provide one or more of the following: (i) the OEM’s original certificate of conformance for the item; (ii) sufficient records providing unbroken supply chain traceability to the OEM; or (iii) test and inspection records demonstrating the item’s authenticity. Counterfeit Goods delivered or furnished to Buyer under this Contract are deemed nonconforming. If Seller becomes aware or suspects that it has furnished Counterfeit Goods to Buyer under this Contract, Seller promptly shall notify Buyer and replacement, at Seller’s expense, such Counterfeit Goods with OEM or Buyer-approved Goods that conform to the requirements of this Contract. Seller shall be liable for all costs related to the replacement of Counterfeit Goods and any testing or validation

**USIM54** **External provider information:** US Integrity Machine requires all external providers of any all products or services to ensure that staff members are aware of the following:

1. Their contribution to product or service conformity
2. Their contribution to product safety.
3. The importance of ethical behavior.

**USIM55** **Flow-down of requirements:** US Integrity Machine requires all external providers flow down applicable requirements to their supply base including USIM’s requirements/customer’s requirements as needed.

**USIM56** **Changes:** It is the responsibility of the supplier of services or goods to notify USIM of changes to processes, products, or services, including changes of their external providers location of manufacture, and obtain USIM’s approval.

**USIM57** **Compliance with Law:** Seller warrants that in performance of all work under this Purchase Order Seller and its consultants and subcontractors have complied with or will comply with all applicable federal, state, local and foreign laws and ordinances, as amended, including, but not limited to all export laws, restrictions and regulations of the Department of Commerce, Department of State or other United States or foreign agency or authority governing the export of goods and services, the Occupational Safety and Health Act of 1970 (29 U.S.C. Sections 651, 678), the Fair Labor Standards Act of 1938, (29 U.S.C. Sections 201-219), the Work Hours and Safety Act of 1962 (40 U.S.C. Sections 327, 333), the Equal Employment Opportunity Act (42 U.S.C. Sections 2000e, et seq.) and Equal Employment Opportunity Clause prescribed by Executive Order 11246 dated September 24, 1965, as well as any other regulations promulgated under such Act and Executive Order. Seller warrants that in performance of work under this Purchase Order, Seller and its consultants and subcontractors have complied with all laws, regulations, statutes and ordinances of all governmental entities including local, state, federal and foreign, now or hereafter enacted or amended, which regulate any material because it is radioactive, toxic, hazardous or otherwise a danger to health, reproduction or the environment including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. Sections 9601,9615, 9631-9633, 9641, 9651 9657), the Resource Conservation Recovery Act of 1976, the Federal Water Pollution Control Act (33 U.S.C. Sections 1251, et seq.), the Clean Air Act (42 U.S.C. Sections 7401, et seq.), the Montreal Protocol on Substances that Deplete the Ozone Layer (42 U.S.C. Sections 7671, 7642), the Toxic Substances Control Act (15 U.S.C. Sections 2601, et seq.) and similar laws, rules, statutes, treaties or orders and international understandings. Seller further agrees to comply with all applicable laws regarding requirements for small business and small disadvantaged business and women-owned small business concerns including, if appropriate, FAR 52.219-1 (MAY 1999 ), 52.219- 2 (OCT. 1995), 52.219-8 (OCT. 1999 ) and 52.219-9 (OCT. 1999 ). Upon request, Seller agrees to issue certificates certifying compliance with any laws or regulations as may be applicable to the material, products or services furnished hereunder. Any clause required by any law, ordinance, rule or regulation to be included in a contract of the type evidenced by this Purchase Order shall be deemed to be incorporated herein. Seller shall also provide all reasonable assistance to Buyer as may be requested by Buyer to ensure Buyer’s compliance with all laws and regulatory reporting requirements. This includes, but is not limited to compliance with: U.S. and international export/import control laws and licensing requirements, FAA regulations and conflict mineral reporting requirements.

**USIM58** **DPAS:** If this is a rated order certified for national defense use, Seller is required to follow all the provisions of the Defense

Priorities and Allocations System regulation (15 CFR part 700) in obtaining controlled materials and other products,

services and materials needed to fill this order. If this is a DX rated order, Seller must provide Buyer with written acceptance or rejection of this order within ten (10) working days after receipt. If this is a DO rated order, Seller must promptly provide Buyer with written acceptance or rejection of this order within fifteen (15) working days after receipt. Seller must include in any written rejection of a rated order the reasons for the rejection. Seller's written acknowledgement of this rated order shall constitute written acceptance of this DPAS rating.

When applicable, the DPAS rating will be specified in the line item(s) contained in the Purchase Contract.

**USIM59** DESIGNS, TOOLS, DIES, ETC.: If the goods are to be produced by Supplier in accordance with designs, drawings, or blueprints furnished by Buyer, Supplier shall return the same to Buyer at Buyer’s request upon completion or cancellation of this Purchase Order. Such designs and the like shall not be used by Supplier in the production of materials for any third party without Buyer’s written consent. Such designs and the like involve valuable property rights of Buyer and shall be held confidential by Supplier. Unless otherwise agreed herein, Supplier at its cost shall supply all materials, equipment, tools and facilities required to perform this Purchase Order. Title to, and the right of immediate possession of, all property furnished by Buyer to Supplier shall remain in Buyer, except that title to such tooling or material which is identified as Government property shall remain in the Government. Title to any such property shall not be affected by the incorporation or attachment thereof to any property not owned by Buyer, nor shall any such property, or any part thereof, be or become a fixture of lose its identity as personality by reason of fixation to any realty. Property held by Supplier on behalf of Buyer shall be maintained in good condition. Supplier shall comply with the provisions of FAR Subpart 45.5, “Management of Government Property in the Possession of Contractors.” Property must be permanently identified showing the Government prime contract number (if one is indicated on this Purchase Order), the part number, and tool code number. If tooling is property of the Government, it shall be so identified. Property furnished by Buyer shall be used solely in the performance of work order by (a) Buyer or (b) the Government if the Government has title or rights in the property. Property shall be subject at all times to disposition as Buyer may direct. Supplier agrees to maintain inventory control of all such tooling and property and to furnish inventories thereof when required by Buyer. Unless otherwise specified, Supplier shall be liable for any loss or destruction or damage to property furnished to Supplier by Buyer and Supplier shall be responsible for returning any such property in as good condition as when received except for reasonable wear and tear or for the utilization of it in accordance with the provision of the Purchase Order. Buyer and its customers shall have the right to enter Supplier’s premises at all reasonable times to inspect their property and Supplier’s records with respect thereto.