



**Blue Origin Purchase Order Terms and Conditions**  
**(Rev D, Effective October 16, 2020)**

**1. Definitions.** Defined terms have the following meanings: (a) “Products” means, as applicable, the goods, items, services and other deliverables to be supplied to Purchaser by Supplier under this Purchase Order; (b) “Purchase Order” means this written or electronic order for Product(s), including all applicable specifications and requirements documents; (c) “Purchaser” means the Blue Origin entity listed on the face of the Purchase Order, and each entity that controls, is controlled by, or is under common control with the entity listed on the face of the Purchase Order; (d) “Specified” means as specified on the first page of this Purchase Order; and (e) “Supplier” means the individual or entity specified as recipient of this Purchase Order.

**2. Acceptance.** Supplier will be deemed to have accepted all provisions of this Purchase Order upon the first of the following to occur: (a) Supplier’s signing and returning a copy of this Purchase Order to Purchaser; (b) Supplier beginning to perform the work called for by this Purchase Order (including shipping of the Products to Purchaser); or (c) Supplier’s acknowledgement of this Purchase Order by electronic means or otherwise.

**3. Supplier Forms.** Either party may use its standard business forms to administer Purchase Orders but use of such forms is for the parties’ convenience only and does not alter the provisions of this Purchase Order. The terms set forth in this Purchase Order take precedence over any alternative terms in any other document connected with this transaction, unless such alternative terms are part of a written agreement mutually negotiated and executed by the parties and that agreement expressly states that its terms will take precedence over these terms in the event of a conflict. **PURCHASER WILL NOT BE BOUND BY, AND SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THE PROVISIONS OF THIS PURCHASE ORDER (WHETHER PROFFERED BY SUPPLIER VERBALLY OR IN ANY QUOTATION, INVOICE, SHIPPING DOCUMENT, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY PURCHASER.**

**4. Price and Payment.** Prices are firm and are not subject to increases or additional charges for any reason. Supplier will separately invoice Purchaser for all amounts payable. Unless otherwise agreed to in writing, Purchaser will make payment within ninety (90) days after the later of: (a) Purchaser’s receipt of Supplier’s correct invoice at the Specified remit to address; or (b) Purchaser’s acceptance of the Products. Supplier consents to Purchaser’s use of a third-party payment agent (if applicable, as listed on this Purchase Order) to make payments to Supplier on behalf of Purchaser under this Purchase Order. Supplier agrees that Purchaser’s use of a payment agent does not constitute an assignment or assumption of any Purchaser obligation, responsibility, or liability under this Purchase Order, nor does it create any contractual relationship between Purchaser’s payment agent and Supplier. Supplier will direct all invoices related to this Purchase Order to Purchaser (not the payment agent).

**5. Delivery.** Time is of the essence in Supplier’s performance under this Purchase Order. Supplier will deliver to Purchaser at the Specified destination no later than the Specified delivery date. Supplier will properly package the Products to protect against damage during shipment, handling and storage. Supplier will not be liable for delays to the extent caused by Purchaser’s negligent actions or omissions and that cannot be reasonably avoided by Supplier, so long as Supplier gives Purchaser prompt written notice of the delay and takes commercially reasonable measures to mitigate the delay. No partial shipments will be accepted without written approval from Purchaser. For domestic (United States) shipments, delivery shall be Free on Board (FOB) Place of Origin (place of shipment, as described in the Uniform Commercial Code Section 2-319). For international shipments (outside of United States), delivery shall be as follows: (a) for shipments of equipment, Delivered at Place (DAP) final destination (Incoterms 2020); (b) for all other shipments, Free Carrier (FCA) (Incoterms 2020).

**6. Inspection.** Purchaser may inspect the Products at any time and Supplier will provide reasonable access and facilities for such inspection prior to shipment. If Supplier’s facilities or manufacture of the Products do not strictly comply with the requirements of this Purchase Order, Purchaser may reject the Products within ninety (90) days after delivery. No Products will be deemed accepted before final inspection by Purchaser



at the Specified destination. Purchaser's inspection, failure to inspect, or failure to discover any defect will not relieve Supplier of any obligation hereunder or impair Purchaser's rights or remedies at law or in equity.

**7. Representations and Warranties.** Supplier represents and warrants that the Products, whether provided by Supplier or a direct or indirect source of Supplier: (a) will be free from defects in design, materials, workmanship and title; (b) will be of good and suitable quality, that all materials and other items incorporated in the goods will be new (not refurbished or reconditioned) and fit for the particular purpose for which they are intended; (c) will be free of any rightful claim of any third party for infringement of any patent, trademark, trade dress, copyright, or other right; (d) will strictly conform to the specifications, drawings, designs, and other requirements of this Purchase Order; (e) will be of comparable quality as all samples delivered to Purchaser; and (f) will comply with all applicable laws, regulations, and other requirements of governmental authorities having jurisdiction. The warranties shall apply to Purchaser, its successors, assigns, and the users of the Products covered by this Purchase Order. Without limiting the generality of the preceding clause (f), Supplier will not export any of Purchaser's technical data or materials from the United States without first complying with all requirements of the International Traffic in Arms regulations and the Export Administration Act and regulations issued thereunder. The warranties set forth above in a, b, d, and, e only, shall apply for the period set forth on the face of the Purchase Order or in the specifications. If no period is otherwise specified, those warranties shall apply for a period of forty-eight (48) months, plus delays (such as those due to non-conforming goods and services), from the date of Supplier's delivery of all goods to the Specified destination or performance of the services. If the Products are found to be defective or otherwise do not conform with the warranties set forth herein, then Purchaser, in addition to all other rights and remedies it may have at law, contract, or at equity, may, at its option and sole discretion and at Supplier's expense: (a) require Supplier to promptly inspect, remove, reinstall, ship, and repair or replace/re-perform such non-conforming Products at Supplier's expense; and/or (b) take such actions as may be required to cure all defects and/or bring the Products into conformity with all requirements of this Purchase Order. Transportation of replacement Products and return of non-conforming Products will be at Supplier's expense. If repair or replacement of the Products is not timely, in Purchaser's reasonable opinion, Purchaser may elect to return, repair, or replace the non-conforming Products at Supplier's expense.

## **8. Quality.**

**A. Notification Practices.** Supplier will notify Purchaser in writing three (3) months prior to relocation of any production, manufacturing, or processing facilities that affect the supply of the Products. Purchaser will have the opportunity to qualify the purchased or produced Products in the new location or qualify the source of the new Products.

**B. Change in Approved Processes, Material, or Procedures.** If process, material, or procedure was subject to approval by Purchaser or used to qualify the Products, Supplier will not change any process, material, or procedure without prior notification and written approval by Purchaser.

**C. Resubmittal of Product.** Any Product rejected by Purchaser, or any other entity, and subsequently submitted to Purchaser will be clearly identified as a resubmitted Product. Supplier's shipping document will contain a statement that the Products contain replacement or reworked Products or materials and will also refer to the applicable rejection document.

**D. Access to Facilities and Records.** With reasonable advance notice and at no additional charge, Supplier will grant right of access to Purchaser, Purchaser's customers, and any regulatory authorities, to all applicable areas of facilities and subcontractor locations that are involved in manufacturing or production of Products. The rights herein also include the right to conduct a survey, audit, or assessment of the facilities, quality systems, and manufacturing records. Supplier shall flow this right of access requirement to subcontractor locations.

**E. Documentation.** Purchaser may refuse to accept Product not supplemented by required documentation.

**F. Quality Records.** Supplier will retain all records that provide evidence of conformance to specified requirements and the effective operation of the quality system for a period not less than ten (10) years after final payment, or as otherwise specified in flow down requirements from Purchaser's customer



contracts. If Supplier is not the original fabricator, processor, or assembly source of the Product, Supplier will obtain and maintain subcontractor documentation on file for the same retention period. Supplier will contact Purchaser prior to destruction of any records.

**G. Control of Non-Conforming Product.** Supplier will provide prompt, written notification to Purchaser upon discovery of a non-conforming Product. Supplier will not ship non-conforming Product unless Purchaser provides express written authorization. Upon authorization to ship, the non-conforming Product will be clearly identified, and all documentation related to non-conforming Product shall accompany shipment. Failure to identify and provide all documentation with the shipment of the Product will result in the issuance of a corrective action request. Purchaser's authorization to ship a nonconformance does not constitute acceptance of the non-conforming shipment, nor does it relieve Supplier of the responsibility of providing acceptable Product.

**H. Configuration Management.** Supplier will maintain the configuration, including revision levels and serial numbers, of all Products and all associated data or drawings throughout all manufacturing, programming, testing, and all processing steps. Changes to any configuration of the Products will be approved by Purchaser prior to implementation.

**I. Corrective Action/Preventive Action.** Supplier will investigate nonconformities to determine root cause(s) of failures and take action(s) as appropriate to correct the Products and prevent future failures. Unless otherwise requested by Purchaser, such corrective action(s) may be documented in the Supplier's format. Supplier will acknowledge receipt of Purchaser corrective action requests and notifications and respond within the timeframe set forth in such notifications.

**9. Rejection and other Remedies.** If the Products do not strictly comply with the requirements of this Purchase Order, Purchaser may reject them within a reasonable period of time after delivery without regard to whether payment has been made. In such case, Purchaser may: (a) retain any or all of such Products for correction or replacement by Purchaser or others, which correction or replacement will be at Supplier's expense; (b) retain any or all of such Products for use as delivered; (c) return any or all of such Products with or without instruction for correction; or (d) return any or all of such Products for refund. Supplier will promptly comply with any instruction for correction. If Purchaser requests Supplier to make any correction and Supplier thereafter fails or indicates its inability or unwillingness to do so, Purchaser may have the correction made. Purchaser will be entitled to recover from Supplier (by credit, offset, invoice, or otherwise) an equitable amount for the diminished value of any uncorrected Products and all costs reasonably incurred by Purchaser in connection with rejected Products (including, but not limited to, all costs of correction by Purchaser and all costs to return Products to Supplier).

**10. Defense and Indemnity.** Supplier will defend, indemnify and hold harmless Purchaser, its officers, directors, affiliates, subsidiaries, employees, agents, customers and assigns from and against any allegation, claim, suit action, proceeding, damages, losses, settlement, cost, expense, and any other liability (including, but not limited to, reasonable attorney fees) arising out of, related to, or resulting from: (a) actual or alleged infringement of any patent or copyright, or misappropriation of trade secret from the design, manufacture, possession, ownership, use, sale, or transfer of the Products; (b) an actual or alleged breach of any of Supplier's representations, warranties, or other obligations under this Purchase Order; or (c) any act or omission of Supplier or its employees, agents, affiliates, contractors, or subcontractors, except to the extent caused by the gross negligence or willful misconduct of Purchaser as determined by a final, non-appealable order of a court having jurisdiction. Supplier's duty to defend is independent of its duty to indemnify. Supplier's obligations under this Section 10 are independent of any other obligation of Purchaser under this Purchase Order. Supplier's obligations under this Section 10 will survive Purchaser's acceptance of and payment for the Products. If an alleged claim of infringement or misappropriation is made, Supplier shall procure for Purchaser, and Purchaser's customers, the rights to continue using the Products, modify them in a manner acceptable to Purchaser to remove the claim, or with the written approval of Purchaser, replace the Products with a non-infringing one or remove the Products and refund the purchase price.

**11. Insurance.** Supplier shall obtain and maintain for the greater duration of: (a) this Purchase Order; (b) the warranties contained herein; or (c) for the full period of repose under applicable law at its sole expense the following types of insurance policies with the minimum limits identified in the following table:



A. Commercial general liability insurance, including contractual liability, cross liability, products and completed operations, and personal and advertising injury, with limits not less than two million dollars (\$2,000,000) per occurrence combined single limit insuring against claims for bodily injury and property damage Supplier assumes under this Purchase Order;
B. Business auto liability insurance with limits not less than one million dollars (\$1,000,000) per accident covering owned, hired, or non-owned vehicles;
C. Workers' compensation insurance with statutory limits as required by law under the jurisdiction where the work under this Purchase Order is performed; and
D. Employers' liability insurance with limits not less than one million dollars (\$1,000,000) covering injury, illness or death.

Such insurance shall be primary to any insurance that may be carried by Purchaser, ensure that Supplier's insurers waive their rights of subrogation in favor of Purchaser, and name Purchaser, its affiliates, officers, directors, employees, and contractors of any tier (other than Supplier) as additional insureds. Insurance required herein shall not be cancelled or materially altered without prior notification to Purchaser, as per each policy's notification provisions. Upon acceptance of this Purchase Order, Supplier will provide Purchaser with certificate(s) of insurance, identifying additional insureds as specified above, and other supporting documentation as Purchaser reasonably may request to evidence Supplier's continuing compliance with the preceding sentence. Purchaser's acceptance of any of Supplier's insurance will not relieve Supplier of any obligations in this Purchase Order, including but not limited to its defense and indemnity, even for claims over Supplier's policy limits.

**12. Confidential Information.** "Confidential Information" means: (a) oral information (whether or not reduced to writing and marked with a restrictive legend), information that is marked or identified as "Confidential", "Restricted", "Proprietary", or with a similar designation, or if not so designated, that the Supplier should reasonably expect to be confidential due to its nature; (b) technical, process, proprietary, or economic information derived from drawings or 3D or other models owned or provided by Purchaser; (c) the terms and existence of this Purchase Order; and (d) other tangible or intangible property furnished by Purchaser in connection with this Purchase Order, including any drawings, specifications, data, goods and/or information. Supplier and its employees, representatives, and subcontractors will: (a) keep confidential all Confidential Information and protect the Confidential Information against unauthorized use or disclosure using at least those measures that it takes to protect its own Confidential Information of a similar nature, but in no case, less than reasonable care; and (b) use such information only for the purposes of performing its obligations under this Purchase Order. All Confidential Information is Purchaser's exclusive property. Any knowledge or information that Supplier has disclosed or may hereafter disclose to Purchaser in connection with this Purchase Order shall not be deemed to be confidential or proprietary and shall be acquired by Purchaser free from any restrictions (other than a claim for infringement) as part of the consideration for this Purchase Order, and notwithstanding any copyright or other notice thereon, Purchaser shall have the right to use, copy, modify, and disclose the same as it sees fit.

### **13. Intellectual Property.**

**A. "Intellectual Property"** means all: (a) compositions, works of authorship, computer programs, products, devices, techniques, know-how, algorithms, methods, processes, inventions, discoveries, and improvements, whether or not patentable or copyrightable and whether or not reduced to practice; (b) compositions, works of authorship and documented information in whatever form such as information embodied in drawings, test data, specifications, process documents, technical reports; and (c) domestic and foreign legal and statutory rights to the foregoing, including but not limited to, patents, trademarks, trade secrets, copyrights, mask work registrations, and the like, whether registered or unregistered and including applications for the grant of any such rights and any and all forms of protection having equivalent or similar effect anywhere in the world and any rights under licenses in relation to such rights.



**B. Ownership.** Any Intellectual Property owned by a party prior to the issuance of a Purchase Order will remain owned by that party. To the extent that Purchaser is paying Supplier to develop new Intellectual Property as part of a Purchase Order, Purchaser will own all right, title, and interest in that Intellectual Property.

#### **14. Termination, Cancellation and Modifications.**

**A. Termination for Convenience.** At any time prior to Supplier's acceptance of this Purchase Order (as specified in Section 2 above), Purchaser may cancel or modify all or any portion of this Purchase Order by written notice to Supplier without liability or obligation to Supplier. After Supplier's acceptance of this Purchase Order, Purchaser may terminate, cancel, or modify all or any portion of this Purchase Order by written notice to Supplier of such termination, cancellation or modification. Upon Purchaser's termination of the Purchase Order under the preceding sentence, Purchaser's responsibility and liability with respect to the terminated, canceled, or modified Products will be equitably adjusted by mutual agreement of the parties provided, however, that Purchaser's responsibility and liability shall not exceed: (a) the total price otherwise payable by Purchaser under this Purchase Order for the terminated, canceled or modified Products, less (b) the sum of (1) the estimated costs that would have been incurred by Supplier to complete and deliver the canceled Products; and (2) the reasonable value of the canceled Products at the time of cancellation.

**B. Termination for Cause.** Purchaser, without liability, may by written notice of default, terminate the whole or any part of this Purchase Order if Supplier: (a) fails to perform within the time Specified or in any written extension granted by Purchaser; (b) fails to make progress which, in Purchaser's reasonable judgment, endangers performance of this Purchase Order in accordance with its terms; or (c) fails to comply with any of the terms of this Purchase Order. Such termination shall become effective if Supplier does not cure such failure within ten (10) days of receiving notice of default. Upon termination, Purchaser may procure at Supplier's expense and upon terms it deems appropriate, goods or services similar to those so terminated. Supplier shall continue performance of this Purchase Order to the extent not terminated and shall be liable to Purchaser for any excess costs for such similar goods or services. Purchaser's rights and remedies in this clause are in addition to any other rights and remedies provided by law, equity or under this Purchase Order. In the event Purchaser wrongfully terminates this Purchase Order under this paragraph, in whole or in part, such termination becomes a termination for convenience.

**15. Assignment; Successors and Assigns.** Performance of this Purchase Order is specific to Supplier; therefore, Supplier may not assign this Purchase Order (in whole or part) without Purchaser's prior written consent. Any assignment without Purchaser's consent will be voidable at Purchaser's option. Purchaser may assign this Purchase Order or its rights hereunder to a successor or subsidiary of Purchaser, or to any of its affiliates, or pursuant to a statutory merger, consolidation or internal corporate reorganization, or to any purchaser of, or other successor in interest to Purchaser. Subject to the foregoing restrictions, this Purchase Order will be fully binding upon, inure to the benefit of and be enforceable by Supplier, Purchaser and their respective successors and assigns.

**16. Applicable Law.** This Purchase Order will be interpreted and enforced in accordance with the laws of the state of Purchaser's address listed on the face of this Purchase Order. Supplier irrevocably consents to the jurisdiction of the courts of that state, with venue laid in the county of the Blue Origin address listed on the face of this Purchase Order.

**17. No Waiver.** Unless explicitly stated otherwise hereunder, a party does not waive any right under this Purchase Order by failing to insist on compliance with any of the terms of this Purchase Order or by failing to exercise any right hereunder.

**18. Cumulative Rights.** The rights and remedies of the parties under this Purchase Order are cumulative, and either party may enforce any of its rights or remedies under this Purchase Order or other rights and remedies available to it at law or in equity.

**19. Compliance.** Supplier represents, warrants and covenants that it will comply with all laws applicable to the Products and/or the activities contemplated or provided under this Purchase Order, including, but not limited to, the specific areas listed below as well as any national, international, federal, state, provincial or



local law, treaty, convention, protocol, common law, regulation, directive, code, standard, ordinance, order (including judicial order), or rule and regulation issued by governmental agencies or authorities, including, but not limited to, those dealing with environment, health, safety, employment, tariff and customers, record retention, personal data protection, or the transportation or storage of hazardous materials.

**A. Export Control.** Supplier shall comply with all export control laws and regulations and any amendments thereto, including the International Traffic in Arms Regulations, 22 C.F.R. Parts 120-130 (ITAR) and the Export Administration Regulations, 15 C.F.R. Parts 730-774 (EAR) (collectively, "Export Control Laws"). Supplier acknowledges that any information, software, or hardware received from Purchaser may be subject to Export Control Laws. All transactions hereunder shall always be subject to and conditioned upon Supplier's compliance with all applicable Export Control Laws. Supplier agrees that it shall not, except as any applicable laws and regulations may expressly permit, export out of the U.S. or make any disposition by way of transshipment, re-export, diversion or otherwise, of any information, software, or hardware, or the direct product thereof, furnished by Purchaser, or developed by Supplier for Purchaser, in connection with this Purchase Order. Supplier shall comply with all Export Control Laws before providing or granting access to any such information, software, or hardware to individuals (even if employees of Supplier) who are not U.S. citizens or permanent resident aliens, whether in or outside of the United States.

Supplier agrees to cooperate with, and provide Purchaser with all information reasonably necessary to perform, assessments or audits to ensure Supplier's compliance with the Export Control Laws, any government export license(s) or authorization(s), or as part of any government investigation(s) or corrective action(s) related to a potential or actual violation(s) of Export Control Laws related to this Purchase Order. Supplier shall obtain any necessary U.S. government export license(s) or authorization(s) for any Products under this Purchase Order. Prior to applying for any such license or authorization, Supplier shall first notify Purchaser, obtain Purchaser's written approval and provide copies of all drafts of applications or supporting materials for such licenses or authorizations. Upon obtaining any required U.S. government export license or authorization, Supplier shall provide copies to Purchaser for recordkeeping and compliance purposes.

**B. Equal Employment Opportunity.** Supplier and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

**C. Excluded Parties.** Supplier represents that it is not suspended, debarred, or proposed for debarment, otherwise included in the System for Award Management ("SAM") Exclusions, or declared ineligible by any federal agency or state government agency. Supplier agrees to notify Purchaser immediately upon learning that it, or any of its affiliates or subcontractors, has been proposed for suspension, debarment, any other exclusion record in SAM, or any declaration of ineligibility by any federal agency or state government agency.

**D. Anti-Bribery and Kickback.** Supplier represents, warrants and covenants that it has not, and will not, directly or indirectly pay, offer, give, promise to pay or authorize the payment of any monies or other things of value (including cash, bribes, gifts, entertainment or kickbacks) to: (a) any Purchaser employee, representative or other individual; (b) any official or employee of a government department, agency or instrumentality, state-owned or controlled enterprise or public international organization; (c) any political party or candidate for political office, or (d) any other person at the suggestion, request, direction or for the benefit of any individual described in (a) – (d) or their affiliates, all to the extent any such payment, offer, gift, promise or authorization is for the of purpose of obtaining or receiving favorable treatment, influencing official actions or decisions in connection with any Purchaser procurement, sale, transaction or business dealing, or engaging in acts or transactions otherwise in violation of the U.S. Foreign Corrupt Practices Act 1977, UK Bribery Act 2010, or any other similar anti-



bribery legislation, as amended from time to time. Supplier shall contact Purchaser's legal department, if any employee of Purchaser requests a gratuity or kickback.

#### **E. Data Protection.**

**(i) Definitions.** "Data Protection Laws" means all federal, state, provincial, regional, territorial and local, laws, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization that relate to the Processing of Personal Data or the confidentiality, security or protection of Personal Data, including the California Consumer Protection Act or the European Union General Data Protection Regulation » (GDPR) n°2016/679 of 25 May 2018. "Personal Data" means, collectively, Personally Identifiable Information and Protected Health Information. "Personally Identifiable Information" means all information made available or provided to Supplier under the Purchase Order that can potentially be used to uniquely identify, contact, or locate a single person, including but not limited to; Social Security Number, unpublished personal telephone number or home address, personal email address, driver's license number, credit card numbers, and digital identity. "Processing of Personal Data" means any operations performed on Personal Data or sets of Personal Data (whether those operations are automated or not), such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. "Protected Health Information" means medical records and information of an individual as defined by HIPAA (Health Insurance Portability and Accountability Act of 1996).

**(ii) Compliance.** During the term of this Purchase Order and during any period Supplier may have access to Personal Data, Supplier shall comply with all Data Protection Laws and shall not do, or cause, or permit to be done, anything which knowingly will cause or otherwise result in a breach by Purchaser of the same, except to the extent acting on the instructions or direction of Purchaser. Supplier and subcontractors shall take reasonable and prudent action to protect against unauthorized use or disclosure of any Personal Data. Supplier and supplier's subcontractors shall not disclose any Personal Data to entities or persons who do not have a need to receive such information or who are located outside the United States. Supplier shall use encryption if, as part of work under this Purchase Order, Supplier must send Personal Data electronically.

**F. Material Components.** Supplier and its subcontractors shall abide by the requirements of 41 U.S.C. §§ 8301-8305 to ensure materials or alloys incorporated into the Product are primarily sourced from the United States. Any material products or alloys incorporated into the Product that are not primarily sourced from the United States or a Designated Country as set forth in 48 C.F.R. § 25.003 shall require the prior written approval from Purchaser.

#### **G. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug. 2020).**

**(i) Definitions.** All defined terms in this Section 19(G) will have the same definitions as used in FAR 52.204-25(a), except for "Purchaser" and "Supplier" (defined in Section 1 above).

**(ii) Section 889.** Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

**(iii) Prohibition.** Supplier is prohibited from providing to Purchaser any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an



exception applies under Section 19(G)(iv) below or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

**(iv) Exceptions.** This clause does not prohibit Supplier from providing a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

**(v) Reporting Requirement.** In the event Supplier identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during the performance of this Purchase Order, or the Supplier is notified of such by a subcontractor at any tier or by any other source, Supplier shall report the information in Section 19(G)(vi) below to Purchaser, unless elsewhere in this Purchase Order are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the Purchaser and to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, Supplier shall report to the Purchaser for the indefinite delivery Purchase Order and the Purchaser for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

**(vi) Reporting Information.** Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. Within 10 business days of submitting the information in the preceding sentence: any further available information about mitigation actions undertaken or recommended. In addition, Supplier shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

**(vii) Subcontracts.** Supplier shall insert the substance of this Section 19(G), including this Section 19(G)(vii) in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

**20. Prioritization and Customer Requirements.** Purchaser may be required to issue orders under this Purchase Order subject to the Defense Priorities and Allocations System (15 CFR Part 700) as well as additional terms required by Purchaser's Customer. The Parties agree to negotiate in good faith all such requirements.

**21. Disputes.** All disputes under this Purchase Order that are not disposed of by mutual agreement may be decided by an action in a court of law or equity.

**22. Order of Precedence.** Any inconsistencies in this Purchase Order shall be resolved in accordance with the following descending order of precedence: (a) any applicable government or customer flowdown; (b) face of the Purchase Order including the schedules of the Purchase Order or continuation sheets; (c) these Blue Origin Purchase Order Terms and Conditions; (d) any statement(s) of work applicable to the Purchase Order; (e) the version of the Blue Origin Quality Clauses as of the date of this Purchase Order (archive can be found at <http://www.blueorigin.com/supplier-terms-and-conditions/supplier-terms-archive>); (f) specifications applicable to the Purchase Order; (vii) drawings applicable to the Purchase Order; and (g) any other exhibits to the Purchase Order.