Virginia Transformer Corp. Purchase Order Terms and Conditions

TERMS AND CONDITIONS OF PURCHASE

15. CERTIFICATIONS. Seller in accepting this order represents that the goods to be furnished hereunder or upon order will be produced in compliance with all applicable requirements of Sections 6.7 and 7.2 of the Fair Labor Standards Act of 1938, as amended, and all valid and applicable regulatory and orders of the Administrator of the Wage and Hour Division issued under Section 12 thereof. Seller shall issue a certificate of compliance to this effect certified and attested to in compliance with the requirements for such certification; the goods were produced in accordance with the Fair labor Standards Act. Seller certifies that with respect to each person for whom she or he has employed or engaged, Mailing 612646-1-79, that she or he has complied with the requirements for such certification.

16. DISCLOSURE OR KNOWLEDGE OR INFORMATION. Any knowledge or information which Seller shall have or shall acquire hereunder in connection with this order, or in connection with Seller’s performance hereunder, shall be strictly confidential and shall be used by Seller solely for the purpose of fulfilling its obligations under this order, and shall be kept secret and confidential by Seller and shall not be disclosed by Seller to any other Person, without the prior express written consent of Buyer.

17. TAXES. The price of the goods sold hereunder shall include all taxes, duties, and other levies imposed by any local, state, or federal taxing authority, except any applicable state or local sales taxes. If Buyer is exempt from any taxation, it shall provide Buyer with an appropriate exemption certificate or similar document for use by Buyer in obtaining any such exemption. Taxes must be charged to Buyer as part of the purchase price of the goods. All taxes, duties, and other levies imposed by any local, state, or federal taxing authority shall be borne by Seller and paid by Seller to Buyer or its designee.

18. TERMINATION FOR CONVICTION. Buyer may terminate all or any portion of the Order at any time upon written notice to Seller. After Buyer pays Seller’s proper proportion allocable to the work done prior to the notice of termination, Buyer shall have no further obligations hereunder.

19. PATENT AND COPYRIGHT. The Seller shall, at Buyer’s option, defend any claim, suit, action or proceeding brought against Buyer for infringement of any patent, trademark, copyright, trade secret or other intellectual property right by virtue of the use or sale of goods or parts or equipment supplied hereunder. Buyer shall, at Buyer’s expense, defend any claim, suit, action or proceeding brought against Seller for infringement of any patent, trademark, copyright, trade secret or other intellectual property right by virtue of the use or sale of goods or parts or equipment supplied hereunder.

20. DRAWINGS. Unless otherwise specifically agreed in writing by Buyer no check or approval of any drawings by Buyer shall be considered as Buyer’s expressed consent to the provisions of this Order as so changed.

21. NON-ASSIGNMENT. Assignments of this Order or any interest herein without the prior written consent of Buyer shall be void.

22. SUB-CONTRACTING. Buyer shall not sublet or subrogate its own employees to any or all of the work performed as hereunder or under any prior written order from Buyer.

23. SET-OFF. Buyer shall be entitled at all times to set-off any amount owing at any time from Seller to Buyer or to any of its affiliated companies against any amount paid to any time by Buyer to any or any affiliated companies to Seller.

24. COMPLIANCE WITH LAWS. Seller agrees to comply with the provisions of all present and future federal, state or local laws or regulation, and all orders, rules and regulations issued thereunder, applicable to this Order and its performance, any provisions, representations, or agreements, including the clause dealing with Equal Opportunity (Executive Order 11246) as amended by (Executive Order 11375) set forth in Title 41, which is the Employment and Mailing 612646-1-79, and utilization of minority business enterprises (Executive Order 11213) set forth in Title 41, which is the Employment and Mailing 612646-1-79, set forth therein to be included in the contract resulting from acceptance of this order as incorporated herein by reference.

EQUITABLE OPPORTUNITY

1. EQUAL OPPORTUNITY. The following clause is applicable unless this Purchasing Order is exempt under the rules and regulations of the President’s Committee on Equal Employment Opportunity issued pursuant to Executive Order 11246 of September 24, 1965.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

B. This clause shall include, but be not limited to the following: employment upgrading, demotion, promotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training, advancement, and other terms of employment.

C. The Contractor will continue to act in good faith to employ, hire, and promote employees on the basis of their individual abilities, qualifications, and other factors to the extent that such factors are reasonable and are not used to exclude or discriminate against otherwise qualified persons.

D. The Contractor will continue to act in good faith to employ, hire, and promote employees on the basis of their individual abilities, qualifications, and other factors to the extent that such factors are reasonable and are not used to exclude or discriminate against otherwise qualified persons.

E. The provision shall not be interpreted to include active duty or National Guard employees.

2. EQUAL EMPLOYMENT OPPORTUNITY. This Order shall be construed as making the provisions of the Executive Order 11246 and the Civil Rights Acts of 1964 and 1968 applicable to this Order and its performance, any provisions, representations, or agreements, including the clause dealing with Equal Opportunity (Executive Order 11246) as amended by (Executive Order 11375) set forth in Title 41, the standards for the promotion of employment of minority business enterprises (Executive Order 11213) set forth in Title 41, and utilization of minority business enterprises (Executive Order 11213) set forth in Title 41, the standards for the promotion of employment of minority business enterprises (Executive Order 11213) set forth in Title 41, which is the Employment and Mailing 612646-1-79, set forth therein to be included in the contract resulting from acceptance of this order as incorporated herein by reference.

Paragraphs A through G in every subcontract or purchase order exempt except by rules, regulations, in order of the Secretary of Labor pursuant to Section 324 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon any subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Contracting Agency may direct as a means of enforcing such provisions, including suspensions for non-compliance; provided, however, that in the event the Contractor becomes involved or is threatened with litigation for violation of any part or all of this Order, the Contractor shall, at the request of the Contracting Agency, cede all rights, titles, interests, property and other rights of the Contractor in and to all such litigation, and the Contracting Agency shall, at the request of the Contractor, execute and deliver such instruments of conveyance, including assignments and transfers, as are necessary to the complete transfer of all such rights, titles, interests, property and other rights of the Contractor in and to all such litigation.


