

TP STATEMENTS LIST (02/01)

[Note: Previous Issues are located at Buyer's Web Site (see TP-453) under Archives]

{This lead in paragraph together with the suggested uses in []s under each title are for Buyer use only. These TP statements include, but are not limited to, those referenced in Buyer's local directives. They are to be used as prescribed therein or as otherwise deemed appropriate. Where TP statements contain blanks, the required fill-in information must be included in the purchase order.}

02/01 Revisions from previous issue dated 11/00

1. TP-020 revised to emphasize requirements for shipments to other than Buyer's facility

11/00 Revisions from previous issue dated 4 Nov 99

This issue contains extensive revisions, deletions and combinations, however, existing POs should not be affected since statements previously incorporated will generally remain unchanged (see TP-453).

TP-020 (02/01) MISSING CERTIFICATION WARNING

[use as applicable]

(02/01) SHIPMENTS MISSING REQUIRED CERTIFICATIONS (E.G. AMMO DATA CARDS, CONFIGURATION CERTIFICATIONS, EVIDENCE OF SOURCE INSPECTION, ETC.) MAY BE RETURNED AT SELLER'S EXPENSE AS NONCONFORMING OR DEFECTIVE. FOR PARTS RECEIVED OUTSIDE THE BUYING FACILITY, A COPY OF THE CERTIFICATIONS SHOULD BE SENT DIRECTLY TO THE BUYER.

TP-021 (10/00) SPECIAL HANDLING

(10/00) REFER TO TP-053 (10/00)

TP-024 (10/00) BUYER/GOV'T FURNISHED PROPERTY

(10/00) REFER TO TP-048 (10/00)

TP-030 (10/00) CLOSURE OF COST/T&M TYPE ORDERS

[use to closeout CR or T&M orders - such orders require Seller's execution of the exhibit]

(10/00) THIS ORDER IS CLOSED. NO FURTHER WORK MAY BE PERFORMED OR BILLED. THE VALUE ON THIS CHANGE NOTICE CONSTITUTES FULL PAYMENT FOR COMPLETION & SELLER'S EXECUTED ASSIGNMENT & RELEASE DOCUMENT IS INCORPORATED HEREIN.

TP-040 (10/00) CONFIRMING/DEFINITIZING DOCUMENT

[use in all orders confirming a prior notice of award/advance authorization or definitizing a L/SC]

(10/00) THIS ORDER SUPERSEDES & CONFIRMS/DEFINITIZES BUYER'S PRIOR NOTICE OF AWARD OR LETTER SUBCONTRACT OF THE SAME NUMBER, INCLUDING AMENDMENTS. PERFORMANCE UNDER SAID PRIOR DOCUMENT IS DEEMED TO HAVE BEEN HEREUNDER.

TP-048 (10/00) FURNISHING PROPERTY (REPAIR/REWORK/OTHERWISE)

[use for repair/rework/replacement (r/r/r) orders or otherwise where Buyer or Government property is/will be provided to & in the possession of Seller – matrix will be blank for r/r/r orders unless material to assist seller in the repair of the items is provided in addition to the items to be r/r'r'd]

(10/00) REPAIR/REWORK/REPLACEMENT (R/R/R) WORK SHALL BE CONTROLLED BY PO LINE ITEM AND SHALL BE TO BUYER'S APPROVED CONFIGURATION. FOR WARRANTY WORK, THIS CONFIGURATION SHALL, UNLESS OTHERWISE SPECIFIED, BE THAT OF THE ORIGINAL ACQUIRING ORDER. RETURN SHIPPING DOCUMENTS MUST IDENTIFY ANY GOVERNMENT PROPERTY AS SUCH & IN ADDITION, FOR R/R/R ORDERS, THEY MUST REFLECT REPAIR, REWORK OR REPLACEMENT, AS APPLICABLE. IF THIS IS NOT A R/R/R ORDER, THIS CLAUSE MODIFIES BUYER'S TC-001 "CHANGES" CLAUSE & THE FAR "GOVERNMENT PROPERTY" CLAUSE IN THAT BUYER'S ONLY LIABILITY FOR A DELAY IN FURNISHING THE PROPERTY, AS SET FORTH BELOW, IS TO EXTEND SELLER'S DELIVERY SCHEDULE DAY FOR DAY. LISTED PROPERTY IS (BUYER / GOVERNMENT) PROPERTY.

PART NO.	ITEM DESC.	SHIPPING DATE	ITEM QTY	UNIT VALUE	ATTRITION PERCENT
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•					
•					
•					
•					

IMMEDIATELY NOTIFY BUYER IF BLANKS IN THIS CLAUSE ARE NOT FILLED IN.

TP-049 (10/00) SOURCE REQUIREMENTS FOR MIL SPEC PARTS
[use as applicable]

(10/00) DELIVERABLES HEREUNDER SHALL HAVE BEEN PURCHASED DIRECTLY FROM THE MANUFACTURER FOR WHOM SELLER IS AN AUTHORIZED & FRANCHISED DISTRIBUTOR. SELLER SHALL KEEP SUPPORTING RECORDS WHICH BUYER MAY INSPECT AT ANY TIME.

TP-053 (10/00) SPECIAL, EMERGENCY, PERISHABLE AND/OR GBL SHIPMENTS
[use as applicable]

(10/00) PRIOR TO EMERGENCY &/OR PERISHABLE SHIPMENTS, NOTIFY BUYER'S RECEIVING AT (520) 633-6864, OR IF AFTER 5:00 P.M. MST, PLANT PROTECTION AT (520) 794-8313. PROVIDE BUYER'S PURCHASE ORDER NUMBER, CARRIER, FLIGHT NUMBER, AIR BILL OR WAY BILL NUMBER, ARRIVAL TIME, WEIGHT, & NUMBER OF BOXES/PALLETS. FOR GBL OR SPECIAL SHIPMENTS, OBTAIN INSTRUCTIONS TWO WEEKS BEFORE SHIPMENT FROM BUYER'S TRAFFIC DEPT. CALL (520) 794-8392 FOR GBL OR (520) 794-8402 FOR OTHER THAN GBL.

TP-054 (10/00) EQUIPMENT INSTALLATION
[use in conjunction with an equipment lease/purchase where such equipment will not be incorporated into an end item. Modify location description, if appropriate]

(10/00) EQUIPMENT ON THIS ORDER WILL BE INSTALLED IN TUCSON (PIMA COUNTY), AZ.

TP-059 (10/00) 900,000 SERIES DRAWINGS
[use as applicable]

(10/00) WORK MUST STRICTLY COMPLY WITH BUYER'S DRAWINGS/SPECIFICATIONS. WHEN A MANUFACTURE'S PART NUMBER IS IDENTIFIED BY A BUYER NUMBER, THE QUALIFIED ITEM MAY NOT BE CHANGED WITHOUT BUYER'S PRIOR WRITTEN APPROVAL.

TP-063 (10/00) INCORPORATION OF AN EXISTING AGREEMENT

(10/00) REFER TO TP-069 (10/00)

TP-065 (10/00) BUYER'S ORDERING/RELEASE AUTHORITY LIMITATION

[include in agreements where only the specific identified users will be permitted to make releases]

(10/00) UNTILL CHANGED BY LETTER OR FORMAL CHANGE ORDER, ONLY THE FOLLOWING DEPARTMENTS MAY MAKE RELEASES UNDER THIS AGREEMENT:

REL.NUMBER &
DEPT NAME.

ITEM/REL. NOS.

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-
-
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IMMEDIATELY NOTIFY BUYER IF BLANKS IN THIS CLAUSE ARE NOT FILLED IN.

TP-066 (10/00) ORDER/RELEASE LINE ITEM VALUE LIMITS

[use in implementing agreements/instructions where users authority to release is to be limited]

(10/00) WITHOUT THE AGREEMENT ADMINISTRATOR'S WRITTEN AUTHORIZATION, SELLER SHALL IMMEDIATELY REJECT LINE ITEM RELEASES EXCEEDING \$500K.

TP-067 (10/00) BUYER'S ORDERING LIABILITY LIMITATION

[use for agreements where applicable]

(10/00) BUYER HAS NO OBLIGATION TO BUY ANYTHING WHATSOEVER HEREUNDER.

TP-069 (10/00) IMPLEMENTING AGREEMENT/RELEASE/ORDER

[use as applicable]

(10/00) THIS RELEASE, ORDER OR IMPLEMENTING AGREEMENT IS ISSUED/PLACED UNDER & INCORPORATES THE TERMS & CONDITIONS OF AGREEMENT _____, DATED _____.

IMMEDIATELY NOTIFY BUYER IF BLANKS IN THIS CLAUSE ARE NOT FILLED IN.

TP-101 (10/00) CONFIRMING OPTION EXERCISE

[use in a change order or new PO where an option was exercised by another means, e.g. FAX, etc.]

(10/00) THIS MODIFICATION OR NEW PURCHASE ORDER CONFIRMS BUYER'S PRIOR "NOTICE OF EXERCISE OF OPTION" PER THE OPTION CLAUSE OF THE ORIGINAL ORDER

(INSERT ORIGINAL ORDER NUMBER ONLY IF THIS IS A NEW ORDER).

TP-103 (10/00) ALTERNATE PO TERMS & CONDITIONS APPLICABILITY.

[use as applicable]

(10/00) TERMS & CONDITIONS OF PO _____ SUPERSEDE ANY LIKE TERMS SHOWN HEREIN.

IMMEDIATELY NOTIFY BUYER IF THE BLANK IN THIS CLAUSE IS NOT FILLED IN.

TP-104 (10/00) STANDARD OPTION CLAUSE

[use and/or modify appropriately to contractually define and create an option(s)]

(10/00) THE OPTIONS DESCRIBED BELOW, MAY BE EXERCISED IN WRITING BY ANY COMMERCIALY ACCEPTABLE MEANS & CONFIRMED BY EITHER A CHANGE NOTICE HERETO OR BY A SEPARATE ORDER. AS ADDITIONAL CONSIDERATION HEREUNDER, SELLER GRANTS BUYER THE OPTION(S) [SOLE RIGHT, BUT NOT AN OBLIGATION], TO PURCHASE, UNDER THE TERMS OF THIS ORDER, THE ADDITIONAL ARTICLES/SERVICES SPECIFIED BELOW:

PART NO.	QUANTITY	MONTHLY RATE AND DELIVERY SCHEDULE	UNIT PRICE	LAST OPTION EXERCISE DATE
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IMMEDIATELY NOTIFY BUYER IF BLANKS IN THIS CLAUSE ARE NOT FILLED IN.

TP-200 (10/00) STE – SPECIFICATION (TES) REQUIREMENT
[use as applicable]

(10/00) TES 1059276, REV “D”, DATED 9/5/84 “REQUIREMENTS FOR CONTRACT SUPPLIER TEST EQUIPMENT”, IS INCORPORATED HEREIN BY REFERENCE.

TP-202 (10/00) ST/STE COST CERTIFICATION

[recommended for use on complex high dollar orders which could require the use of ST/STE]

(10/00) TO BE PAID FOR SPECIAL TEST EQUIPMENT (STE) AND/OR SPECIAL TOOLING (ST), SELLER MUST OR MUST HAVE SHOWN SUCH COSTS AS SEPARATE ITEMS IN ITS OFFER. FURTHER, ANY STE MUST COMPLY WITH BUYER’S TEST EQUIPMENT SPECIFICATION (TES) 1059276. WHERE NOT SHOWN AS SEPARATE LINE ITEM(S) IN THIS ORDER, SELLER CERTIFIES THAT ST/STE, AS DEFINED IN THE FAR/DFARS, IS NOT REQUIRED HEREUNDER & NO COSTS THEREFORE ARE/WILL BE CHARGED HERETO.

TP-203 (10/00) ACCOUNTABLE PROPERTY RETURN

[use when it is known that furnished property is to be returned to Buyer]

(10/00) UNLESS OTHERWISE DIRECTED, WITHIN TWO WEEKS OF FINAL DELIVERY, RETURN ALL PROPERTY ACCOUNTABLE HEREUNDER TO BUYER.

TP-204 (10/00) PROPERTY – USE AUTHORIZATION

[use to authorize use of property accountable under a different order - caution: insure such alternate use is authorized by the Customer, if applicable. Note: this clause authorizes “use” only, not “rent free use”]

(10/00) THE FOLLOWING BUYER/GOVERNMENT PROPERTY ACCOUNTABLE TO PO
_____ MAY BE USED HEREUNDER.

IMMEDIATELY NOTIFY BUYER IF BLANKS IN THIS CLAUSE ARE NOT FILLED IN.

TP-205 (10/00) PROPERTY TRANSFER & USE AUTHORIZATION

[use to transfer accountability for ST/STE from one order to another]

(10/00) ACCOUNTABILITY FOR THE FOLLOWING BUYER/GOVERNMENT PROPERTY IS TRANSFERRED FROM PO _____ TO THIS PO & MAY BE USED HEREUNDER:

IMMEDIATELY NOTIFY BUYER IF BLANKS IN THIS CLAUSE ARE NOT FILLED IN.

TP-206 (10/00) PROPERTY RETENTION BY SELLER

(10/00) REFER TO TC-001 ARTICLE 9.

TP-208 (10/00) SPECIAL TOOLING – SPECIAL OWNERSHIP

[use where it is industry practice for Seller to retain title to tooling paid for by Buyer]

(10/00) ALTHOUGH A SPECIFIC "AMOUNT" FOR TOOLING TO MAKE PART NUMBER _____ IS INCLUDED HEREIN, BY PRACTICE OF THE INDUSTRY, TITLE TO THE TOOLING REMAINS IN SELLER'S NAME. SAID TOOLING MUST BE OF SUFFICIENT DURABILITY & QUANTITY TO SUPPORT DELIVERY OF _____ PARTS/MONTH FOR A THREE-YEAR PERIOD. THOUGH NOT OBLIGATED TO DO SO, BUYER MAY BUY ADDITIONAL PARTS AT A NEGOTIATED PRICE WHICH SHALL NOT CONTAIN ANY CHARGE FOR USE OF SAID TOOLING. AFTER THREE YEARS &/OR PRIOR TO ITS DISPOSITION, SELLER SHALL GIVE BUYER THE OPTION TO PURCHASE THE TOOLING AT ITS THEN CURRENT VALUE BUT, IN NO EVENT, AT A PRICE EXCEEDING ONE-THIRD THE "AMOUNT" REFERRED TO ABOVE. SELLER SHALL NOT USE THE TOOLING FOR ANY OTHER PARTY WITHOUT BUYER'S WRITTEN CONSENT

IMMEDIATELY NOTIFY BUYER IF BLANKS IN THIS CLAUSE ARE NOT FILLED IN.

TP-209 (10/00) PRODUCTION PARTS LIABILITY DEPENDENT UPON QUALIFICATION SAMPLE

[use as applicable where 1st articles (test samples) are required]

(10/00) ABSENT BUYER'S WRITTEN AUTHORIZATION, WHICH USUALLY MEANS THAT QUALIFICATION SAMPLES PASSED REQUIRED TESTING, BUYER IS NOT LIABLE FOR ANY PRODUCTION PARTS. IF MULTIPLE CAVITIES/PATTERNS ARE TO BE USED TO PRODUCE THE PRODUCTION PARTS, QUALIFICATION SAMPLES MUST, TO THE EXTENT POSSIBLE, BE IN EQUAL NUMBERS FROM EACH & MARKED ACCORDINGLY.

TP-210 (10/00) SAMPLE CLAUSE WITHOUT MOLD

(10/00) REFER TO TP-209 (10/00)

TP-212 (10/00) TOOL DESIGN/PHOTOGRAPHS ON OUTSIDE RECEIVING REPORT

[use where Seller is acquiring or fabricating ST/STE for Buyer]

(10/00) PAYMENT FOR TOOLING IS NOT DUE UNTIL BUYER APPROVES THE TOOL DESIGNS AND/OR PHOTOGRAPHS WHICH MUST ACCOMPANY THE OUTSIDE RECEIVING REPORT ON WHICH TOOLING ACCEPTANCE IS INDICATED. PHOTOS MUST BE A MIN OF 5" X 7" & A MAX OF 8" X 10" WITH TOOL AND TOOL NUMBER(S) VISIBLE. FOR SIZE COMPARISON, PHOTOGRAPH A STANDARD MEASURING INSTRUMENT (E.G. A 12-INCH SCALE) WITH THE TOOL.

TP-214 (10/00) CERTIFICATION OF SPECIAL TOOL OWNERSHIP

(10/00) REFER TO TC-002, PARAGRAPH "A." 26. & 27.

TP-216 (10/00) SALES TAX CLARIFICATION

(10/00) REFER TO TC-001, ARTICLE 15. (b).

TP-218 (10/00) ACCEPTANCE TESTING

[use as applicable]

(10/00) DO NOT SHIP UNTIL THE EQUIPMENT & ASSOCIATED TOOLING IS PROVEN-IN & ITS FUNCTION & CYCLING DEMONSTRATED TO BUYER FOR AN EIGHT (8) HOUR PERIOD AT SELLER'S FACILITY. FINAL TEST & ACCEPTANCE IS AT BUYER'S FACILITY

TP-219 (10/00) PRODUCTION GO AHEAD AFTER QUAL SAMPLE/FIRST ARTICLE ACCEPTANCE
[use to authorize production where 1st article (qualification test samples) were required]

(10/00) PER TP-209, THIS NOTICE "AUTHORIZES" PRODUCTION OF THE FOLLOWING ITEM(S):
_____.

IMMEDIATELY NOTIFY BUYER IF BLANK IN THIS CLAUSE IS NOT FILLED IN.

TP-221 (10/00) TOOLING INSPECTION REPORT
[use as applicable]

(10/00) SUPPLIER MUST FURNISH AN INSPECTION REPORT WITH EACH SHIPMENT.

TP-314 (10/00) IOT, OTHER THAN AN NTE IOT
[use on all IOTs other than NTE IOTs]

(10/00) THIS IS A COST TYPE IOT UNDER WHICH RECEIVER IS SUBJECT TO ALL TERMS & CONDITIONS OF THE ISSUER'S CUSTOMER CONTRACT(S) CITED HEREIN & AGREES TO PROVIDE, BY ELEMENT OF COST, AN EAC AT NEGOTIATIONS &/OR PROGRAM REVIEW, CUMULATIVE ACTUALS MONTHLY & A TOTAL ANTICIPATED EXPENDITURE SCHEDULE, BY MONTH, WITHIN 30 DAYS ARO. FEE IS SET BY FINANCE PRACTICE EXCEPT FOR CERTAIN SPECIAL BUSINESS UNITS WHERE IT IS TO BE ESTABLISHED BY NEGOTIATION.

IF THIS IS AN IOT WITH A SPECIAL BUSINESS UNIT WITH A NEGOTIATED FEE, SAID FEE IS ZERO DOLLARS UNLESS STATED OTHERWISE IN THE FOLLOWING BLANK _____.

TP-315 (10/00) NTE IOT
[use only on NTE IOTs]

(10/00) THIS IS A "NOT TO EXCEED (NTE)" COST TYPE IOT PER PARA 2.3.2.D. OF FINANCE PRACTICE 23-2003-110. RECEIVER IS SUBJECT TO ALL TERMS & CONDITIONS OF ISSUER'S CUSTOMER CONTRACT(S) CITED HEREIN & AGREES TO PROVIDE, BY ELEMENT OF COST, AN EAC AT NEGOTIATIONS/PROGRAM REVIEW, CUMULATIVE ACTUALS MONTHLY AND A TOTAL ANTICIPATED EXPENDITURE SCHEDULE, BY MONTH, WITHIN 30 DAYS OF IOT RECEIPT. FEE IS SET BY FINANCE PRACTICE.

TP-319 (10/00) INSPECTION RIGHTS

(10/00) REFER TO TC-001, ARTICLE 13.

TP-323 (10/00) CAPITAL EQUIPMENT INSTALLATION INFORMATION
[use as applicable]

(10/00) WITHIN 30 DAYS ARO, SELLER MUST FURNISH, IN A NARRATIVE OR ON ITS DRAWINGS, EQUIPMENT ENGINEERING & INSTALLATION INFORMATION TO INCLUDE PHYSICAL LOCATION, SIZE, INPUT & OUTPUT REQUIREMENTS FOR ELECTRICITY, GAS, WATER, INERT GASES, AIR DRAINS, & EXHAUSTS. ALSO INCLUDE WEIGHT & MOUNTING REQUIREMENTS WITH FOUNDATION SPECIFICATIONS AS NEEDED. DISCONNECTS SHALL BE SPECIFIED AS TO SIZE & INTERCONNECTING WIRING BETWEEN UNITS SHALL BE FULLY DOCUMENTED OR SELLER SHALL BE RESPONSIBLE FOR PERFORMING THE WORK.

TP-400 (10/00) CHANGE NOTICE CLAUSE
[use as applicable]

(10/00) EXCEPT AS SPECIFIED HEREIN, ALL TERMS & CONDITIONS REMAIN UNCHANGED.

TP-410 (10/00) PART NUMBER SUFFIX CODE "V"
[use as applicable]

(10/00) SELLER SHALL DISREGARD ANY PART NUMBER SUFFIX CODE "V" WHEN PRODUCING & MARKING PARTS. THIS CODE IS FOR BUYER'S INTERNAL USE ONLY.

TP-415 (10/00) PURCHASE AGREEMENT AUDIT AGREEMENT
[use for other than FFP agreements or where releases will be made]

(10/00) IF BUYER FINDS PRICING ERRORS, AFTER AUDITING 25% OR MORE OF THE TOTAL DOLLARS INVOICED FOR ANY SPECIFIC AUDIT PERIOD, THE ERROR RATE WILL BE DOCUMENTED & EXTRAPOLATED OVER THE PERIOD'S UNAUDITED BILLINGS. WITHIN 30 DAYS, OR SUCH LONGER TIME AS BUYER MAY PERMIT, SELLER MAY REVIEW BUYER'S REPORT, INCLUDING INVOICES EXAMINED, & POINT OUT ANY MISTAKES/DISCREPANCIES. BUYER SHALL THEN ADJUST THE ERROR RATE, IF APPROPRIATE, & SELLER SHALL PROMPTLY SUBMIT PROPER DEBIT OR CREDIT MEMOS AS DIRECTED BY BUYER.

TP-431 (10/00) CALIBRATION OF RENTED/LEASED TEST EQUIPMENT
[use as applicable]

(10/00) BUYER MAY INSPECT, CALIBRATE &/OR ADJUST ANY RENTED/LEASED EQUIPMENT

TP-433 (10/00) SUBCONTRACT MANAGEMENT
[use as directed]

(10/00) BUYER'S CUSTOMER REQUIRES BUYER TO DESIGNATE CERTAIN SUBCONTRACTS AS "MAJOR/CRITICAL" BASED UPON POTENTIAL COST, SCHEDULE OR TECHNICAL IMPACT. IF THIS PO IS SO DESIGNATED, SELLER AGREES, AT BUYER'S REQUEST, TO:

1. PERIODICALLY REPORT ON EXISTING & POTENTIAL TECHNICAL, QUALITY, COST (IF APPROPRIATE) & SCHEDULE PROBLEMS & SELLER'S PROPOSED SOLUTIONS.
2. CONDUCT PERIODIC PROGRAM REVIEWS WITH BUYER, WHICH MAY BE ATTENDED BY BUYER'S CUSTOMER REPRESENTATIVES.
3. ALLOW VISITS TO SELLER'S FACILITIES (WITH ADVANCE NOTIFICATION) BY BUYER AND/OR REPRESENTATIVES OF BUYER'S CUSTOMER.

THIS CLAUSE DOES NOT ESTABLISH PRIVITY OF CONTRACT BETWEEN BUYER'S CUSTOMER & SELLER.

TP-440 (10/00) SCHEDULE INCENTIVE
[use where premium/expedite costs are negotiated]

(10/00) SCHEDULE INCENTIVE PAYMENT(S) IS(ARE) HEREBY AUTHORIZED AS SET FORTH ELSEWHERE HEREIN; BUT, UNLESS OTHERWISE STATED, ONLY IF SELLER MEETS ALL SPECIFIED DELIVERY DATE(S). FAILING THIS, SELLER HAS NO RIGHT TO SUCH PAYMENT, WHETHER OR NOT BUYER ISSUES A CHANGE DELETING THIS AUTHORITY.

TP-441 (10/00) DELIVERY SHIP DATE CLARIFICATION

[since this statement contractually shifts the delivery schedule, it should only be used after transit times are taken into account in establishing the schedule]

(10/00) SINCE THE FOB POINT FOR THIS ORDER IS SELLERS PLANT, THE SCHEDULE DATE IS THE DATE SELLER MUST SHIP FROM ITS DOCK TO ENABLE BUYER TO MEET ITS SCHEDULES. SHIP PER THE SCHEDULE DATE LISTED AFTER EACH ITEM.

TP-442 (10/00) AUTOMATIC SCHEDULING FOLLOWING A CONTROLLING EVENT.

[use as applicable]

(10/00) ALTHOUGH SELLER'S SCHEDULE IS CONTINGENT UPON THE OCCURRENCE OF describe the event or happening upon which the delivery schedule is predicated, SELLER AGREES THAT DELIVERY WILL NOT EXCEED insert the agreed upon number of days/weeks/months AFTER SAID CONTROLLING EVENT & THAT NO FORMAL PO AMENDMENT IS REQUIRED TO DOCUMENT THE EVENT OR SELLER'S RESULTANT SCHEDULE REQUIREMENT.

IMMEDIATELY NOTIFY BUYER IF BLANKS IN THIS CLAUSE ARE NOT FILLED IN.

TP-447 (10/00) PROOF OF INSURANCE.

(10/00) REFER TO BUYER'S PURCHASE ORDER ATTACHMENT SA-004 & T-SA004

TP-449 (10/00) SUPPLIER CHARGE-BACK

[use for warranty work]

(10/00) LISTED ITEMS ARE BEING RETURNED FOR WARRANTY REPAIR/REPLACEMENT & AS SUCH YOUR ACCOUNT IS BEING DEBITED ACCORDINGLY: _____

IMMEDIATELY NOTIFY BUYER IF BLANK IN THIS CLAUSE IS NOT FILLED IN.

TP-450 (10/00) DD FORM 254 & CLASSIFIED SHIPMENT (SECURITY)

[use in solicitations and/or awards where Seller will require access to classified]

(10/00) PERFORMANCE HEREUNDER REQUIRES SELLER'S ACCESS TO CLASSIFIED INFORMATION/MATERIAL THROUGH THE LEVEL OF _____, & DD FORM 254, 'CONTRACT SECURITY CLASSIFICATION SPECIFICATION, DATED _____ IS INCORPORATED HEREIN. IF THIS IS A REPAIR/REWORK/REFURBISHMENT ORDER, THE DD 254 NOTED ABOVE MAY BE THAT OF THE ORIGINAL ACQUIRING ORDER. CAUTION, IF ANY DELIVERABLES HEREUNDER ARE CLASSIFIED PER THE DD-254, SHIPMENT MUST BE ROUTED AS SPECIFIED, ENSURING THAT ALL REQUIREMENTS OF THE NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAM (NISPOM), DOD 5220.22M, ARE COMPLIED WITH. IF SUCH HARDWARE IS INVOLVED & COMING TO TUCSON, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IT MUST BE SHIPPED TO:

RAYTHEON COMPANY
ATTN: RECEIVING, BLDG. 9022
9000 SOUTH RITA ROAD
TUCSON, AZ 85747

IMMEDIATELY NOTIFY BUYER IF BLANKS IN THIS CLAUSE ARE NOT FILLED IN.

TP-453 (10/00) PURCHASE ORDER ATTACHMENTS & TP STATEMENTS

(10/00) UNLESS OTHERWISE STATED, NEW AWARDS CITING ATTACHMENT TC-001/PR-07, ARE ALSO DEEMED TO INCLUDE THE LATEST ISSUE OF T-RMS, WHEREAS, FOR MODS/CHANGE ORDERS, EXISTING TERMS & CONDITIONS (E.G. ATTACHMENTS, TP-STMTS, ETC.) REMAIN UNCHANGED.

TP STATEMENTS (E.G. TP-123, TP-567, ETC.) ARE RMS CLAUSES WHICH PRINTED IN FULL TEXT PRIOR TO 11/1/00. NOW, HOWEVER, MOST WILL BE INCORPORATED BY NUMBER & DATE ONLY, WITH THE OFFICIAL TEXT BEING THAT FOUND IN THE "TP STATEMENTS LIST" DOCUMENT ON THE WEB SITE IDENTIFIED BELOW, BUT WHERE ACTUALLY PRINTED ON THE PO, THE PO TEXT IS OFFICIAL. OFFICIAL TEXT FOR STATEMENTS WITH NO DATE OR DATES EARLIER THAN THOSE ON THE CURRENT TP "LIST", CAN BE FOUND ON PREVIOUS "LISTS" UNDER ARCHIVES.

APPLICABLE ENGINEERING/PURCHASE ORDER ATTACHMENTS/TP STATEMENTS ARE IN SELLER'S POSSESSION. MOST ARE ACCESSIBLE ON THE INTERNET WEB SITE AT THE FOLLOWING URL ADDRESS (NOTE ADDRESS ENTRY MUST BE ENTERED IN LOWER CASE), HOWEVER IF NEEDED, OBTAIN HARD COPIES FROM BUYER.

[HTTP://WWW.RSCECOMMERCE.COM/TANDC](http://www.rscecommerce.com/tandc)

TP-454 (10/00) ENGINEERING CONFIGURATION

(10/00) REFER TO TP-048 (10/00)

TP-455 (10/00) OVERAGE OR SHORT CLOSURE NOT ALLOWED

[use as desired for emphasis only]

(10/00) BUYER WILL NOT ACCEPT OVERAGES OR SHORT CLOSURES HEREUNDER.

TP-456 (10/00) COMPANY WIDE PURCHASE AGREEMENT RELEASE AUTHORITY

[use as applicable]

(10/00) DURING THE PERIOD OF THIS AGREEMENT, ANY RAYTHEON COMPANY BUYER OR RELEASER MAY PURCHASE ANY OF THE MATERIALS/SERVICES COVERED BY THE AGREEMENT.

TP-457 (10/00) DPAS RATED RELEASES

[use for agreements under which releases charged to the Government might be issued]

(10/00) SINCE RELEASES/ORDERS HEREUNDER MAY BE CERTIFIED FOR NATIONAL DEFENSE USE & SUBJECT TO 15 CFR 700 THE "DEFENSE PRIORITIES & ALLOCATIONS SYSTEM (DPAS)", BUYER HEREBY INCORPORATES DX/DO PRIORITY RATING PROVISIONS INTO THIS INITIAL AGREEMENT & ACKNOWLEDGMENT IS REQUIRED ACCORDINGLY. BUYER WILL ALSO VERBALLY ADVISE SUPPLIER OF ANY RATING OF AN INDIVIDUAL RELEASE AND, WHERE SUCH RELEASE IS OVER \$50K, SELLER SHALL ACKNOWLEDGE ITS RECEIPT & ACCEPTANCE TO BUYER IN WRITING WITHIN TEN (10) WORKING DAYS FOR A DX RATING OR FIFTEEN (15) WORKING DAYS FOR A DO RATING.

TP-458 (10/00) PRICE INCREASE REQUEST

[use as desired for emphasis only]

(10/00) UNLESS OTHERWISE STATED, PRICING IN THIS AGREEMENT IS FIRM FOR ITS DURATION. WITH 60 DAYS ADVANCE NOTICE SELLER MAY REQUEST BUYER CONSIDER AN INCREASE, BUT, REGARDLESS OF THE SITUATION, ACTION THEREON/APPROVAL THEREOF IS PURELY AT BUYER'S DISCRETION.

TP-459 (10/00) UNPAID INVOICE NOTICE
[use as negotiated]

(10/00) SINCE UNPAID INVOICES WILL DROP FROM BUYER'S SYSTEM 6 MONTHS AFTER RECEIPT OF PRODUCT/SERVICE, PLEASE ADVISE BUYER OF ANY PAYMENT DELAYS.

TP-462 (10/00) PROGRESS PAYMENT AUTHORIZATION
[used by Buyer to authorize progress payments to a supplier]

(10/00) PROGRESS PAYMENTS ARE HEREBY AUTHORIZED PER FAR 52.232-16 "PROGRESS PAYMENTS" AT THE RATE OF _____%.

IMMEDIATELY NOTIFY BUYER IF BLANK IN THIS CLAUSE IS NOT FILLED IN.

TP-463 (10/00) [delivery schedule]
[use when early delivery is permitted]

(10/00) BUYER'S RESTRICTION ON EARLY DELIVERY IS WAIVED & SELLER SHALL SHIP AS SOON AS POSSIBLE.

TP-466 (10/00) PURCHASE AGREEMENT AUDIT PROVISIONS

(10/00) REFER TO TP-415 (10/00)

TP-467 (10/00) INDEPENDENT CONTRACTOR

(10/00) REFER TO TP-468 (10/00)

TP-469 (10/00) CONSULTANT SECURITY REQUIREMENTS

(10/00) REFER TO BUYER'S PURCHASE ORDER ATTACHMENT SA-001 FOR SECURITY ACCESS AUTHORITY/REQUIREMENTS

TP-480 (10/00) SOURCE INSPECTION FOR REWORKS

[use as prescribed for rework POs but optional for others, as applicable]

(10/00) SOURCE INSPECTION IS REQUIRED PRIOR TO SHIPMENT FROM YOUR PLANT. UPON RECEIPT OF THIS ORDER, PROMPTLY FURNISH A COPY TO THE BUYER & GOVERNMENT REPRESENTATIVES WHO NORMALLY SERVICE YOUR PLANT.

TP-482 (10/00) COST REDUCTION INITIATIVES

[use as negotiated]

(10/00) TO REDUCE BUYER'S COSTS HEREUNDER, BUYER & SELLER AGREE TO USE THEIR BEST EFFORTS TO IDENTIFY & AGGRESSIVELY PURSUE COST-REDUCTION INITIATIVES, INCLUDING BUT NOT LIMITED TO, PI WORKSHOPS, STRATEGIC AGREEMENTS, THIRD PARTY AGREEMENTS, & ADDED BUSINESS BASE FOR SELLER FROM BUYER &/OR OTHER ENTITIES WITH WHICH BUYER HAS A CLOSE BUSINESS RELATIONSHIP. SELLER ALSO AGREES TO PURSUE, WITHIN ALL ITS DIVISIONS, OPPORTUNITIES WHEREIN COST REDUCTION INITIATIVES COULD EFFECTIVELY REDUCE BOTH DIRECT & INDIRECT COSTS.

TP-483 (10/00) MAKE-OR-BUY COMPETITION

[use in competitive RFQ/RFPs where the make or buy decision has not yet been made]

(10/00) YOUR OFFER WILL COMPETE AGAINST THAT OF A RAYTHEON SUBSIDIARY. BUYER, AT ITS SOLE DISCRETION, WILL MAKE SUCH MAKE-OR-BUY SELECTION AS IT DETERMINES TO BE IN THE OVERALL BEST INTEREST OF BUYER & BUYER'S CUSTOMER.

TP-487 (10/00) TINA FOR OPTIONS WITHOUT TINA

[use in orders with options which are or could be charged direct to a non-exempt U.S. Government prime or higher tier subcontract thereunder and which do or could exceed the TINA threshold but where TINA was not required or otherwise not obtained for the option up front]

(10/00) SINCE OPTION PRICING WAS ESTABLISHED WITHOUT THE USE OF (CERTIFIED) COST OR PRICING DATA, THE TRUTH IN NEGOTIATIONS ACT EXEMPTION AT FAR 15.804-4 (F) DOES NOT APPLY. ACCORDINGLY, SHOULD TINA LATER BE IMPOSED UPON BUYER, SELLER AGREES TO

FURNISH SAID DATA, TO TREAT THE EXISTING OPTION AS A "NOT TO EXCEED" OPTION, & TO EXECUTE A CERTIFICATE OF CURRENT COST OR PRICING DATA WITH AN "AS OF DATE" AS CLOSE AS POSSIBLE TO THE DATE BUYER REQUESTS SUCH CERTIFICATE.

TP-490 (4/99) SPI AND REQUIRED MATERIALS AND PROCESS SPECIFICATIONS
[use in all production orders - automatic when T-RMS used]

(4/99) BECAUSE SINGLE PROCESS INITIATIVES (SPI) ARE SO BENEFICIAL, RMS EXPECTS USE OF THOSE WHICH ARE AUTHORIZED AND WILL ASSIST WITH REQUESTS FOR ANY OTHERS. TO THIS END, AND FOR THIS RMS ORDER, RMS HEREBY APPROVES SELLER'S IMMEDIATE/CONTINUED USE/FLOW DOWN OF THOSE SPIS LISTED BELOW AND OF ANY OTHERS PREVIOUSLY OR LATER APPROVED BY BUYER IN WRITING. IT IS NOT MANDATORY, HOWEVER, TO REQUALIFY OR CHANGE MATERIALS AND PROCESSES CURRENTLY IN USE WHICH ARE COMPLIANT WITH EXISTING REQUIREMENTS.

HARDWARE NEED ONLY CONFORM TO THE MINIMUM ACCEPTANCE CRITERIA OF THE LISTED SPECIFICATIONS WHENEVER THAT HARDWARE IS PRODUCED USING ANY OF THE MATERIALS AND PROCESSES LISTED BELOW:

SOLDERING AND ELECTRONICS ASSEMBLY	J-STD-001B, CLASS 3
HYBRID MICROELECTRONICS MANUFACTURING	MIL-PRF-38534
PRINTED WIRING BOARD FABRICATION	MIL-PRF-31032
QUALITY SYSTEM	ANSI/ISO/ASQC Q9001-1994
CALIBRATION SYSTEM	ANSI/NCSL Z540
TEST EQUIPMENT PROVE-IN	TES 1059276
STAINLESS STEEL PASSIVATION	ASTM-A380
CONFIGURATION & DATA MANAGEMENT (PRODUCTION PROGRAMS ONLY):	MIL-STD-973, MIL-STD-974, ISO 13003-230, CLASS 1 & MIL-T-31000
SOFTWARE DEVELOPMENT	ISO/IEC 12207
MILITARY SPECIFICATIONS & STANDARDS	AUTHORITY IS GRANTED TO USE LATEST RELEASED REVISION
NON-FIRE RETARDANT PACKAGING	USE OF COMMERCIAL NON-FIRE RETARDANT FOAM-IN PLACE PACKAGING IS AUTHORIZED
ELECTROSTATIC DISCHARGE CONTROL	MIL-STD-1686, REVISION C

TP-492 (10/00) EPA/LIFETIME BUY/MINIMUM BUY NOTICE FOR BUYER USE ONLY

[use for Lifetime or Minimum buy orders or where an EPA was performed for early delivery]

(10/00) THIS STATEMENT IS FOR BUYER'S INTERNAL USE ONLY & SELLER SHALL DISREGARD. AN ECONOMIC PROCUREMENT ANALYSIS (EPA), LIFETIME BUY OR MINIMUM BUY WAS USED FOR THIS PROCUREMENT

TP-495 (10/00) GROUP B/C WAIVER

[use as required]

(10/00) GROUP B/C TESTING IS NOT REQUIRED FOR THIS PURCHASE ORDER.

TP-499 (10/00) CAS NONCOMPLIANCE

[include in all POs where it is known Seller may be in noncompliance with any CAS standard]

(10/00) THIS AWARD DOES NOT CONSTITUTE A DETERMINATION THAT SELLER'S DISCLOSED & APPLIED ACCOUNTING PRACTICES USED IN ITS PRICING ORDER ARE IN COMPLIANCE WITH THE COST ACCOUNTING STANDARDS (CAS) & BUYER RESERVES THE RIGHT TO ADJUST THE PRICE APPROPRIATELY UNDER THE CAS CLAUSE INCORPORATED HEREIN IF A SUBSEQUENT REDUCTION TO BUYER'S CONTRACT IS MADE BY THE CONTRACTING OFFICER OF THE PRIME CONTRACT BASED UPON SUCH NONCOMPLIANCE.

TP-500 (10/00) PROCESS IMPROVEMENT WORKSHOP COST SAVINGS NOTICE (FOR BUYER USE ONLY)

[For internal tracking purposes use in all awards where price cost savings are attributed to having conducted a Supplier Development Process Improvement Workshop]

(10/00) FOR BUYER TRACKING PURPOSES ONLY - THIS AWARD REFLECTS COST SAVINGS FROM A PROCESS IMPROVEMENT WORKSHOP.

TP-501 (10/00) MATERIAL INVOICE MANAGEMENT INITIATIVES (MIMI) (FOR BUYER USE ONLY)
[for internal tracking purposes use in all awards where MIMI processes have been invoked]

(10/00) FOR BUYER TRACKING PURPOSES ONLY - MIMI PROCESSES HAVE BEEN APPLIED
