



TERMS AND CONDITIONS

ACCEPTANCE/AGREEMENT

This Purchase Order, including any attachments hereto, contains the complete and final agreement between URS and Supplier (Seller). This order contains all the terms and conditions of this transaction and no term or condition at variance with this order proposed by Seller in acknowledging or accepting this order will be binding on Buyer unless specifically accepted in writing by Buyer. Seller shall not ship under reservation. Failure of Buyer to enforce any right hereunder shall not constitute a waiver of such right or any other rights hereunder. This Purchase Order and the Agreement entered into pursuant to its acceptance by Seller shall be governed and interpreted in accordance with the laws of the State of Maryland. The Seller shall not assign this order or any part hereof without the prior written consent of Buyer, which shall not be unreasonably withheld.

DELIVERY/SHIPPING/QUANTITY

Time is of the essence on this agreement. The dates indicated by Buyer for the goods, material or work to be delivered or performed under this Agreement shall have the same importance as the price and quantity. Failure to deliver or perform in a timely manner shall be considered a breach of the Agreement and Seller agrees to pay to Buyer an amount equal to the amount of any penalties or damages imposed upon or incurred by Buyer due to Seller's failure to deliver goods or materials, or perform work, in accordance with delivery schedules.

Shipping instructions will be furnished by Buyer. All items must be suitably packed and prepared and shall comply with carrier regulations for the method of shipment specified. No charges for packing or crating will be paid by Buyer unless otherwise stated in the order.

Seller shall give Buyer advance notice of shipment containing the order number, description of item and routing, together with an original copy of the Bill of Lading or Express Receipt. A complete packing list must accompany each shipment. If the shipping instructions are other than F.O.B Destination, Seller agrees that it will not purchase insurance for Buyer's account covering the items shipped pursuant to this Agreement, except where shipment is subject to released valuation ratings. In which case, shipment will be at the lowest rating.

In the event that goods or materials vary in quantity or quality from that which is stated on the face of the order, or are not delivered in the manner specified within the scheduled delivery dates, Buyer reserves the right to refuse to accept such goods or materials or to accept such goods as may be conforming and return non-conforming goods to Seller at Seller's expense, and in no event shall Buyer be liable for payment for or damage to such items.

INVOICES/PAYMENT

Invoices for each order must show the order number, items, quantities, and prices, and should itemize applicable Federal, State, or local taxes separately. If not so itemized, prices will be deemed to include all such taxes and the price or prices will not be changed as a result of Seller's failure to include therein any such applicable tax.

Invoices for payment shall be supported by such documents in such form as Buyer may reasonably require and shall bear such certifications as may be required by this order. Except as otherwise expressly provided on the face of this Purchase Order, all payments are contingent on acceptance by Buyer of the goods or materials supplied or the work performed hereunder.

Unless otherwise specified, upon acceptance of such goods, materials, or work, Seller shall be paid the amount due less any discounts or deductions. Discount periods shall commence on the date the Buyer received the goods or materials or an acceptable invoice, whichever is later, and shall be considered earned where such date falls on or before the 15th of the month, if payment is mailed on or before the 25th of that month or where such date falls after the 15th of the month, if payment is mailed on or before the 10th of the following month. All payments are subject to adjustment for shortage or rejection.

CHANGES/TERMINATION

Buyer may at any time, by written change order, suspend performance in whole or in part; make changes in drawings, designs, specifications, method of shipment or packing, time or place of delivery; or require additional or diminished work. If any such change causes an increase or decrease in the cost of or the time required for performance, any claim by the Seller for such an equitable adjustment must be received by the Buyer within 30 days from the date of receipt by Seller of the change order.



Buyer shall have the right to cancel this Purchase Order or any part thereof for its convenience at any time. If production of the goods or materials or performance of the services hereby ordered has not commenced, Buyer's liability, in the event of such cancellation, shall be limited to actual expenditures incurred by Seller in furtherance of this order. If production of the goods or materials or performance of the services has commenced, Buyer's liability shall be limited to acceptance and payment for goods, materials and services the manufacture or performance of which has been completed in accordance with this order and to the payment for actual expenditures incurred by Seller with respect to the balance of the order. Buyer shall also have the right at any time to elect to have Seller suspend work on goods, materials, or performance of services ordered pending a determination of whether or not Buyer will cancel the order. If Buyer subsequently elects to cancel the order, its liability to Seller shall be determined as foresaid, but Buyer shall not be liable for cost or expenses in connection with this order incurred by Seller after the date of Buyer's election to suspend work. Buyer shall also have the right to cancel this order without liability if Seller's rights hereunder are assigned without the written consent of Buyer or in the event that the Seller becomes bankrupt or insolvent or makes an assignment for the benefit of creditors.

DATA/PATENTS

No rights in any plans, drawings or other data furnished by the Buyer or derived there from shall pass to the Seller in fulfillment of the order or be released to third parties without the written consent of the Buyer. To the extent that the items ordered are manufactured to designs not originated by Buyer, Seller guarantees that the sale and/or use of such items delivered hereunder will not infringe any United States or foreign patents. Seller agrees to indemnify and save Buyer and its customers harmless from any expense, loss, cost, damage or liability that may be incurred on account of infringement or alleged infringement of patent rights against Buyer.

SELLER'S WARRANTY

In addition to any other express or implied warranties made by the Seller, Seller warrants that only new materials will be used in items to be delivered under this order and that at any time of delivery to the Buyer, all goods, materials, or services will fully conform to applicable drawing, specifications, samples or other descriptions; will be free from defects in workmanship and materials; and where they are of Seller's design, will be free from design defects. Buyer shall have the right to reject goods, materials and services because of Seller's breach of warranty, delay in performance, or nonconformity of delivery or performance and to revoke any acceptance if use of goods, materials, or services reveals defects not apparent upon receipt or inspection. If Buyer so rejects or revokes, Buyer may, at its option, exercise the following rights and remedies with respect to all or part of the goods, materials, or services: (a) retain the goods or materials at Seller's risk and expense, subject to Seller's order; (b) return the goods or materials to Seller, at Seller's risk and expense, for repair, replacement or credit, at Buyer's option; (c) retain the goods subject to the Seller's granting an equitable reduction in price; (d) repair the goods at Seller's expense; (e) perform, or cause to be performed, the services at Seller's expense; (f) withhold payment until Seller has performed the services in accordance with the Terms of the Agreement; and (g) withhold payment and terminate the Agreement without further liability on the part of Buyer. Neither receipt of the goods nor payment therefore shall constitute a waiver of this provision.

LIMITATION OF LIABILITY

Except as otherwise provided by an express warranty, the Seller will not be liable to the buyer for consequential damages resulting from any defect or deficiencies in accepted items.

OTHER COMPLIANCES

The Seller shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

RISK OF LOSS

Seller assumes the following risks: (a) all risks of loss or damage to all products, work in process, materials or other things until the delivery thereof as herein provided; (b) all risks of loss or damage to third persons and their property until the delivery of all the products as herein provided; (c) all risks of loss or damage to any property received by Seller from Buyer, or held by Seller or its supplier for the account of Buyer; (d) all risks of loss or damage to any of the goods or materials or portion thereof rejected by Buyer from the time of shipment thereof to Seller until redelivery thereof to Buyer.

DISPUTES

In the event of an unresolved question, claim, or dispute under this Agreement, such question, claim or dispute shall be settled by arbitration to be held in Maryland before a single arbitrator appointed in accordance with the Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon both Parties as to



law and fact and may be filed for execution with any court of competent jurisdiction. With respect to any dispute where the requested relief is injunctive or declaratory, either Party reserves the right to initiate action in State or Federal Court in Maryland if such Party determines, in its own discretion, that an arbitral forum does not have the requisite authority to issue the requested injunctive or declaratory relief. The Parties shall share equally in the cost of the arbitrator; however, each Party shall be responsible for its own filing fees and expenses, including but not limited to attorney costs, witness costs, and travel expenses.

EQUAL EMPLOYMENT OPPORTUNITY

There are incorporated in this order the provisions of Executive Order 11246 (as amended) of the President of the United States on Equal Employment Opportunity and the Vietnam Era Veteran's Readjustment Assistance Act of 1974 as amended (38 USC 2012), Section 503 of the Rehabilitation Act of 1973, as amended and their implementing regulations, and the rules and regulations issued pursuant thereto with which the Seller represents that he will comply, unless exempt.

U.S GOVERNMENT PROCUREMENT

When a U.S. Government Contract Number is shown on the face of this order, performance shall be in accordance with the applicable Government provisions, which are included as an attachment.

DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS) RATING

If a DPAS rating appears on this order, this is a rated order certified for national defense use, and the Subcontractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

CENTRAL CONTRACTOR REGISTRATION (CCR)

Unless exempted by an addendum to this contract, the Seller is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the buyer's reliance on inaccurate or incomplete data.

Offerors and Sellers may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

INDEMNIFICATION

If any price (including profit or fee) negotiated in connection with the prime contract between the Government and the Buyer or any cost that is reimbursable under said contract is reduced because cost or pricing data furnished by the Seller in connection with any proposal submitted by the Buyer relating to said contract or in connection with this Order was not accurate, complete, or current, the Seller shall indemnify the Buyer in the amount of said reduction.

The phrase "cost or pricing data" as used herein shall be deemed to include any such data related to a lower-tier prospective or actual subcontract, at any level, which was submitted by the Seller or which it procured by submission of or in connection with the aforesaid proposal or this order in support of its cost estimate.

If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Seller shall be liable and shall pay the Buyer at the time such overpayment is repaid:

- i. Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Seller to the date the Buyer is repaid by the Seller at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C.6621(a)(2); and
- ii. For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if the Seller knowingly submitted cost or pricing data that were incomplete, inaccurate, or non-current.

VALUED BUSINESS PARTNER

URS's Valued Business Partner letter, Code of Business Conduct and Ethics, and the Code of Business Conduct and Ethics brochure, referenced in the letter, are provided as an attachment, and incorporated into this agreement.