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SFC VALVE CORPORATION & CUSTOM HYDRAULIC AND MACHINE

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QUALITY REQUIREMENTS INSTRUCTIONS

For Higher Level 1 Quality Requirements

SERIES 200 FORM

201. Supplier's Quality Control

MIL-I-45208A is applicable. If requested on the Purchase Order, the Supplier shall submit a "Controlled" copy of their Quality Assurance Manual and Book of Procedures, as applicable within thirty (30) days after receipt of the Purchase Order. This manual must be current, and revisions, as applicable, must be submitted to the buyer throughout the life of the Contract.

202. Order of Precedence

In the event of any inconsistency in the ordering data, the inconsistency shall be resolved by giving precedence in the following order:

- Approved Vendor Information Requests (VIR)
- Purchase Order Modification and/or PO Supplement
- The Purchase Order (PO)
- The Drawing
- Component Specification

203. Level 1 Requirements

This order has been designated Level 1 by the United States NAVY.

Procedures – The subcontractor is to provide a copy of their detailed procedures for the traceability control of the Level 1 material specified on this order, if not previously furnished. The procedures must cover the following areas of concern:

- The subcontractor is required to maintain traceability of each heat/heat code of material.
- Parts made from different heats/heat codes must not be intermingled.

Traceability – Completed parts shipped to Global/SFC Valve must be positively identified with either the heat number or heat code in complete and legible marking. Any material received with illegible or incomplete marking will be rejected. The requirements for maintaining traceability imposed on Global/SFC Valve by contract, including DI-MISC-81020, EB2678, and/or STR-505, are imposed on the subcontractor by this Purchase Order.

Bar Stock – Each piece of bar stock must be Die Stamped, or marked in another permanent manner, with either the heat number or heat code on at least 1 end of the bar. Tags may be utilized if etching cannot be performed, however, tags shall be tightly adhered to the material by use of clear wrap. Each letter and/or number must be completely legible.

204. Certificate of Compliance

The Supplier shall submit a Certificate of Compliance (COC) for each shipment. Each COC shall contain, as a minimum, the following:

- a. Purchaser's Purchase Order Number
- b. Quantity Supplied
- c. Material Heat/ Lot/Heat Code Number
- d. Applicable Specification – This includes all revisions, amendments, changes, and dates as depicted on the Purchase Order and applicable drawing.
- e. Typed/Printed Name, Signature and Title
- f. Date Shipped
- g. Purchaser's Part Number
- h. Positive Statement of Compliance – Such as, "The reported results represent the actual attributes of the material furnished and indicate full compliance with all applicable specification and contract requirements." Statements such as "to the best of my knowledge" or "to the best of my belief" **are not acceptable.**

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- i. Mercury Free Statement – The use of mercury, mercury compounds or mercury bearing instruments and/or equipment in a manner which might cause contamination in the manufacture, assembly, or test of material on this contract is prohibited.
- j. Shelf Life and Cure Date, If Applicable

205. Objective Quality Evidence

Objective Quality Evidence (OQE) to actual piece/Part/material is imperative. The evidence may consist of heat numbers, lot numbers, serial numbers, or other appropriate means. All certifications submitted must include Signature/Printed Name and Title of the inspector if applicable, and/or authorized Representative. In addition to the Certification of Compliance, the Supplier shall include the following for each lot of material shipped, traceable to the heat number or heat code:

- A. Mill Certification: Test reports showing actual results of all chemical analyses, mechanical property tests, and physical testing invoked by the applicable specification, drawing or Purchase Order are to be submitted and shall be those issued by the original producer of the material. If mechanical tests are not performed on material in the final form or condition, the test reports must indicate the form, condition, and/or point in the manufacturing process that these tests were performed.

If the material receives subsequent processing (i.e., heat treat, hot or cold forming/working, etc.) by the supplier or their sub-tier supplier(s) to make it conform to the required specification, the test reports for the material in its final condition shall be accompanied by a copy(ies) of the original producer's certification(s).

The original mill certification shall clearly reference the heat number and/or trace code which shall be directly traceable to the supplied material.

The raw material certification must include all chemical elements as required by the raw material specification, even if the amount is zero, and must be indicated by "0", or "0.00".

- B. Heat Treatment Certifications: When heat treatment is required or performed, a certification of the heat treatment is required. The certification shall include, as a minimum:
 - a. Specific times and temperatures
 - b. Quantity of items and test pieces (if required)
 - c. Item name and description
 - d. Date of heat Treatment
 - e. Name of the activity performing heat treatment.
 - f. The material Identification that provides positive traceability to OQE.
 - g. Furnace Identification
 - h. Heat Numbers/Trace Codes
 - i. Autographic recorder rate shall be annotated.
 - j. Signature/printed name and title
- C. Nondestructive Testing Report – (Radiography, Magnetic Particle, Dye Penetrant, Ultrasonic, etc.) Whenever T9074-AS-GIB-010-271 is invoked, test reports shall be performed and dual certified in accordance with Change Notice 1 and Revision 1, unless specified elsewhere (i.e., material specification) and/or in the Purchase Order. The NDT certification(s) shall include required information in accordance with the applicable fabrication document (i.e., T9074-AS-GIB-010-271) and shall be submitted.
- D. One copy of the above records shall accompany shipment or be emailed prior to shipments to documentationcontrol@globalsfc.com. Material lacking required certifications will be held at Receiving until proper certifications are received, reviewed, and accepted.
- E. Certifications shall be in accordance with Electric Boat Corporations Specification EB2678, Current Revision, which can be downloaded from www.gdeb.com, under Supplier Quality. If you are unable to download, please contact Global/SFC Valve to receive a copy.
- F. Unless otherwise specified, Dimensional Inspection Records are not required to be provided at the time of shipment, however, providing these records may expedite the receiving process.

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206. Corrections to Certifications

If corrections to certifications are required, the errored entry must have a single line through, the correction entered aside the error, initials, and date. Or, if the certification was corrected and re-typed, the original certified date must remain on the certification, a date of revision added, and an asterisk next to the correction for identification. Corrections to official records shall be made by the person who made the original entry.

The use of white-out is strictly prohibited.

207. Certification Transcription

Transcription of data from internal files and test forms or work sheets onto a clean letterhead certification is acceptable and does not require any additional paperwork to be submitted. Transcription of an outside facility's data onto another company's letterhead is not recommended. This is only acceptable if supported by copies of the original data sheets or certification. It is suggested to note the origin of the data on the letterhead certification with the original melt/test date.

208. Qualifying Country Material

Material supplied on this contract/purchase order shall be in accordance with DFAR Clauses 252.225-7008 and 252.225-7009. Alternate I, and the Berry Amendment as contained therein, Preference for Domestic Specialty Metals, and shall be flowed down to all sub-tier suppliers. The Clause does not apply to a specialty metal melted in a qualifying country or incorporated in an article manufactured in a qualifying country.

When foreign material is supplied, all certifications shall be translated into English.

209. Record Retention

All records, including certifications, inspection records, SPC data, etc., must be retained for ten (10) years minimum after the date of the last shipment. Records shall be made available to the Purchaser within 36 hours upon request.

210. Electronic Signatures Process Controls

The controls for the electronic signature process shall provide:

1. The signer must take a distinct action to "sign" electronically.
2. A means to delegate signature authority which allows the delegated individual to utilize their own electronic identification (i.e., integrity of each person's electronic signature must be preserved).
3. Preservation of unauthorized access to electronic identifications.
4. An established password policy to change electronic identification and not share electronic identification.
5. Reviews to ensure proper use of electronic signatures.
6. A means to identify an electronic signature on a record as an electronic signature.
7. Electronic signature applications shall not allow unauthorized users to change electronically signed documents or records. All changes to electronically signed documents, or records made by authorized users shall be revision controlled, identify the person making the change, and clearly reflect that the document or record has been revised.

It is the supplier's responsibility for the implementation of Electronic Signature at sub-tier suppliers and subcontractors. The supplier shall flow down these electronic signature requirements to their subcontractors.

211. Information and Nonconformance Requests

If, during contract/purchase order review or during production, the Supplier requires interpretation or clarification of any purchase order requirements, it is required that the information be submitted on a VIR (Vendor Information Request). Requests for changes to drawings or specifications, and/or requests for acceptance of non-conforming conditions and repair welding authorizations (when required) shall be submitted on a VIR. All information and Nonconformances must be submitted on a Vendor Information Request Form, QCF-115 and can be located on our website: www.globalsfc.com, under Vendor Portal. Requests for acceptance shall be submitted to the Purchaser's attention via fax or email.

ALL VIRS MUST BE COMPLETED BY OUR COMPANY PRIOR TO SHIIPMENT.

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212. Drawings, Specifications and Standards

Pertinent drawings, specifications and standards may be issued with the Purchase Order as needed. In cases where proprietary drawings are issued, the information contained therein may not, in whole or part, be reproduced or used for any other purpose or disclosed to others without authorization from the Purchaser.

213. Welding and Related Processes

When welding is invoked by the material specification, drawing or purchase order, welding and inspection shall be in accordance with T9074-AS-GIB-010/271, S9074-AR-GIB-010/278 and NAVSEA 0900-LP-000-1000, current revisions, or as dictated elsewhere in the Contract/Purchase Order and procedures shall be in accordance with Electric Boat Standard Clause 60-67, current revision.

All welding and brazing procedures and performance qualifications shall be in accordance with S9074-AR-GIB-010/248, current revision or as directed elsewhere in the Contract/Purchase Order. Qualification data shall be submitted to the Purchaser prior to any welding or related processes.

Welding Records shall include the following:

1. Joint Identification
2. Joint Design
3. Base Material Type and Lot Number
4. Filler Material Type and Lot Number
5. Fit Up.
6. Welding Procedure Identification
7. Heat Treatment (including preheat, interpass, and post-weld heat treatment temperatures)
8. Welder Identification
9. NDT Methods and Results
10. Disposition of Welds
11. Cycles of Repairs to weld
12. Inspection Procedures
13. NDT Personnel Identification and signature

214. Nondestructive testing

NDT Procedures shall be in accordance with Electric Boat Standard Clause 60-67, current revision, and shall be forwarded to the Buyer for approval prior to any NDT or related processes. NDT procedures that were previously used to inspect and certify base material procured from a sub-tier source shall be submitted for approval prior to any usage and/or shipment of that material to the Buyer. Standard Clauses can be viewed from <https://www.gdeb.com/suppliers/stdcls/>. If you are unable to view, please contact Global/SFC Valve.

215. Quality Inspection and Calibration System

The Supplier shall maintain an inspection system which meets or exceeds the requirements of MIL-I-45208A, Amendment 1, dated July 24, 1981, and the Purchaser reserves the right to perform on-sight audits with advanced notification.

The Supplier shall be responsible for providing and asserting accuracy of tools, gauges, and inspection equipment to assure conformity. A written schedule shall be maintained to provide for periodic inspection and calibration in accordance with MIL-STD-45662A.

216. First Piece Inspection

When invoked by the Purchase Order, the supplier will notify and submit to the Purchaser the first acceptance unit for inspection and acceptance prior to proceeding with the Purchase order. The Purchaser will notify the Supplier of its acceptance or rejection within 24 hours after receipt inspection is complete.

217. Receipt Information

Warehouse Receiving Inspection shall be performed upon receipt at the purchaser's facility. This includes, but is not limited to:

1. Items are properly packaged, undamaged, identified and are of the correct type, quantity and condition as required by the Purchase Order.

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2. Verify supplier OQE has been received as required by the Purchase Order.
3. Verify that Material Certifications are attached as required by the Purchase Order.
4. Verify marking is required by the Purchase Order.
5. Cleanliness requirements have been performed as invoked herein.

Quality Assurance Receipt Inspection will be performed at the Purchaser's facility. This includes, but is not limited to:

1. Perform certification review to assure compliance with Purchase Order requirements.
2. Perform dimensional inspections to assure product conformity to drawings, specifications, and plans.
3. MIL-STD-105 General Inspection Level II may be utilized as a guideline for sample lot sizes, unless otherwise stated elsewhere in the Purchase Order.

218. Corrective Action Requests

When material is found to be discrepant, a request for Corrective Action may be sent to the Supplier. The return of this request must be completed within the time specified. The action must be effective and permanent in removing the cause of the defect. Such statements as "Cautioned the Operator" or "Changed the Drill" are not acceptable. However, changes in the written work instructions to include these warnings or directions may be acceptable. Failure to respond, or abnormal delays, is cause for refusal to accept further shipments or removal from our Approved Vendors List.

219. NOFORN

NOFORN is defined as information and/or hardware concerning the design, arrangement, development, manufacturing, testing, operation, administration, training, maintenance, and repair of the propulsion plants of Naval Nuclear-Powered Ships, including the associated shipboard and shore-based nuclear support facilities. When NOFORN applies, appropriate safeguards must be proposed by the supplier and approved by the Purchaser for the safeguarding from actual, potential, or inadvertent release by the supplier, or any subcontractor, of any NNPI (NOFORN) in any form, classified or unclassified. Such safeguards shall ensure that only governmental and contractor parties, including subcontractors that have an established need-to-know, have access to perform work under a purchase order, and then only under conditions which ensure that the information is properly protected. Access by foreign nationals or immigrant aliens is not permitted. foreign national or immigrant alien is defined as a person not a United States citizen or a United States national. United States citizens representing a foreign government, foreign private interests, or other foreign nationals, are foreign nationals for industrial security purposes and the purpose of this restriction.

220. Security Markings on Documents

Compliance with instructions addressing document marking is crucial in ensuring consistent and appropriate control of information disseminated both to and from our suppliers. DoD Instruction 5230.24, Distribution Statements on Technical Documents should be used as a directional guide for how and when to apply such markings. This document is available at <https://www.esd.whs.mil/Directives/issuances/dodi/>.

221. Source Directed Component Procurement Requirements

The actual part number of the manufacturer/source must be supplied when requested. "Or equal" substitutes are prohibited unless specifically noted on the Purchase Order. All paperwork accompanying material must also reflect the manufacturer's part number.

222. Cleanliness Requirements

Part(s) shall be cleaned by any process or combination of processes which will accomplish thorough cleaning without damage to the part(s). Surfaces shall be examined visually to determine freedom from dirt, loose corrosion, grease, non-approved preservative oil, flux, scale, water residue, machining particles, and other foreign materials. Preservatives shall not be used on part(s) which are vulnerable to damage by contact. No temporary markings (e.g., paint stick, magic marker, layout dye, grease pencil, chalk marks, PT developer or dye, mechanically applied inks, etc.) are allowed.

223. Use of Global Incorporated Gauges

If Global Inc. supplies measuring and test equipment to the supplier performing manufacturing work, the supplier will return the measuring and test equipment upon completion of work. Or, if measuring and test equipment

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cannot be returned immediately, the supplier will provide an inspection record of the dimensions inspected by the supplied measuring and test equipment. If vendor inspection records are supplied in lieu of the gauges, the vendor inspection records will be approved by Global Inc., the Quality Assurance Manager or designee prior to release of part into production.

224. Tooling Approval (Castings and Forgings)

Prior to proceeding with tooling for castings or forgings, the Supplier shall submit a sample for dimensional inspection. Samples may be manufactured with contracted material, plaster, or wax.

225. Seamless Pipe

Unless specifically authorized, only seamless tubing and pipe shall be used in items/components supplied. The Supplier's material control system must ensure that seamed pipe and tubing are controlled such that cannot be mixed with seamless pipe and tubing. This material control requirement must be passed on to the Supplier's Mill or Distribution sources and sub-tier suppliers.

226. Purchaser's Source Inspection

The Purchaser reserves the right to inspect at source when supplies and services are not manufactured or performed at the Purchaser's facility. In addition, the Supplier is required to inform the Purchaser of the tentative dates of the conductance of all tests applicable to this item at least seven (7) days in advance of such tests. The Supplier is further required to inform the Purchaser of any changes in the above/ test/inspection/operation scheduled; testing shall proceed unless otherwise notified by the Purchaser. Witness of manufacturing processes and/or tests by the Purchaser's Quality Assurance Representatives shall not be construed to indicate acceptance of the product. Evidence of Source Inspection shall accompany shipment.

227. Government Source Inspection

The Government reserves the right to inspect at source when supplies and services are not manufactured or performed at the Purchaser's facility with advanced notification.

228. Shipment Instructions, Preservation and Packaging

Unless specified elsewhere in the Purchase Order, the following shall be invoked:

- All materials shall be preserved, packaged, and packed to afford adequate protection against dust, moisture, rust, corrosion, deterioration, and physical damage during shipment from the supply source to the user and for storage in a temperate climate for a minimum of one (1) month.
- Inlet and outlet connections on material and/or components shall be sealed to prevent the entrance of foreign material.
- Partial deliveries of either line items or the entire Purchase Order are prohibited unless specified elsewhere in the Purchase Order. In the event partial shipments are made without approval, the material will be held at receiving until the order is completed.
- All containers shipped to the Purchaser's facility shall include the following information:
 1. Global Incorporated Purchase Order Number
 2. Global Incorporated Part Number
 3. Package Number
- All Shipping documents shall be in container one (1), or in an attached envelope.
- All loose material such as plates, burn-outs, etc. must be marked with GLOBAL/SFC Valve's part number as a minimum.

229. Restricted Packing/Packaging Materials

Failure to abide by the following restrictions shall result in rejection of shipment and return at Supplier's expense and/or delays in receiving payment by Supplier.

1. Styrofoam packing is prohibited; and
2. Yellow plastic wrapping materials is prohibited; and
3. Use of polychlorinated biphenyls is prohibited; and
4. Use of brass and copper oxide coated threaded fasteners is prohibited; and
5. Use of Masonite as a protective, sealing or packaging material is prohibited; and
6. Use of plywood, cardboard or other materials that splinter/flake/crumble is prohibited as a protective

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7. Use of plywood, cardboard or other materials that splinter/flake/crumble is prohibited as a protective covering for openings on fittings, valves, and other components; and
8. Corrosion Resistant Steel (CRES) or aluminum sheet of .050 thickness or greater, or suitable plastic, are the only acceptable materials for capping, sealing, or protecting openings and machined surfaces, unless an alternate material is approved in writing by the Buyer.

230. DPAS Rating

In cases where the Purchase Order is rated, the following clause is invoked:

- This is a rated order certified for National Defense use, and you are required to follow all the provisions of the Defense Priorities and Allocations System Regulation (15 CFR Part 700).
- Copies of the DPAS regulations may be obtained by writing or calling the Office of Industrial Resource Administration, Room 3876, U.S. Department of Commerce, Washington, D.C. 20230 (Ref. DPAS); telephone (202) 377-4506. Alternatively, the regulations may be found in many Public Libraries or any Law Office.
- There are two types of priority ratings: **DO** and **DX**. **DO** rated orders take precedence over **UNRATED** defense or commercial orders you now have in hand or may receive prior to the completion of this Purchase Order. **DX** rated orders take precedence over **DO** rated orders.
- All Government-rated orders must be scheduled realistically. If you or your suppliers have difficulty obtaining the materials required to complete this Purchase Order on schedule, expediting assistance can be obtained by submitting a Request for Special Priorities Assistance (Form ITA-999) to the Department of Defense Contract Management Organization Area office administering the prime contract. The Purchaser can aid in the submittal. Immediate notification of any recognized potential delay (and the cause therefore) which would jeopardize meeting the required delivery date(s) of the Purchase Order must be made by the Supplier to the Purchaser.
- Supplier shall notify the buyer immediately if it believes it has encountered a DPAS conflict impacting the order. If Supplier believes it is required to re-prioritize work hereunder due to such a conflict, Supplier shall consult buyer prior to shifting any delivery date.

231. Cyber Security

Federal Acquisition Regulation (FAR) 204.73 requires that all companies maintain accurate security to safeguard unclassified controlled technical information on their unclassified information systems from unauthorized access and disclosure.

Contractors must report DoD certain cyber incidents that affect unclassified controlled technical information resident on or transitioning contractor unclassified information systems or networks in accordance with DFARS 252.204-7012, 252.204-7019, 252.204-7020, and NIST SP 800-171 Rev. 1. To the extent applicable, these DFARS provisions/clauses are hereby invoked by reference. Suppliers shall rapidly report Cyber incidents to Global/SFC Valve, providing the information required under this section. Without exception, any Cyber incident the Supplier encounters shall be reported to Global/SFC Valve as soon as practicable within seventy-two (72) hours of discovery of a Cyber incident.

In any Cyber incident event, the Supplier agrees to provide information and resources as required to support the evaluation, containment and resolution requirements of Global/SFC Valves' customer. This information will be required to satisfy Global/SFC's Customer's information requests.

232. Marking Requirement – Arms Export Control Act or EAR

The supplier shall place the following statement on all documents containing technical data that are controlled by the Arms Export Control Act or EAR:

"WARNING – This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C. Sec. 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App 2401, et seq. Violations of these export laws can result in severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25."

Additional marking requirements may be included elsewhere in the purchase order.

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233. Malpractice Prevention

The Supplier must ensure that systems are available for the prevention and detection of deliberate malpractice. QCF-93, Malpractice Prevention Form will be included and shall be completed by the supplier. Suppliers shall be aware of their obligations listed in Electric Boat Specification EB2678, current revision, Appendix B, which can be downloaded from www.gdeb.com, under Supplier Quality. If you are unable to download, please contact Global/SFC Valve to receive a copy.

234. Vendor Survey Report

If not previously furnished, the subcontractor must complete a Vendor Survey Report and QCF-93 and forward it to SFC Valve Corporation, Post Office Box 630, 160 Cannery Road, Somerset, PA 15501, Attn: Quality Assurance Department. If you are unsure if this has been completed for your company, or to request a Vendor Survey Report, please contact documentationcontrol@globalsfc.com

235. Counterfeit Parts and Suspect Counterfeit Parts

"Counterfeit Parts" are unlawful or unauthorized reproductions, alterations, substitutions, or modifications that have been mismarked, misidentified, or misrepresented as authentic, new part from the original manufacturer (or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer or authorized Supplier). This includes misrepresentations of quality, grade, serial number/lot number/date code, performance characteristics, and refurbished parts misrepresented as new.

"Suspect Counterfeit Parts" are those for which credible evidence exists (including but not limited to visual inspection or testing) which provides reasonable doubt that the part is authentic.

Supplier shall not deliver Counterfeit Parts or Suspect Counterfeit Parts to buyer under this Purchase Order, whether as the deliverable good or incorporated into any deliverable good. Supplier ensures and warrants that Counterfeit Parts and/or Suspect Counterfeit Parts are not incorporated into any products under the Purchase Order, and that such warranty shall survive any termination or completion of the Purchase Order. The intentional or unintentional use, incorporation, or delivery of Counterfeit Parts and/or Suspect Counterfeit Parts shall be considered a material breach of this Order.

Supplier shall maintain and, upon request, provide to buyer and/or the Government, documentation that authenticates traceability of parts throughout the supply chain to the applicable Original Equipment Manufacturer/Original Component Manufacturer ("OEM/OCM"). Documentation shall be maintained for a minimum of ten (10) years after the final delivery of all items on the Purchase Order or final payment of all items on the Purchase Order, whichever is later.

236. Hazardous Material

Hazardous Material includes any material defined as hazardous under the latest version of Federal Standard No. 313, OSHA Hazard Communication Standard (29 CFR 1910.1200), and/or applicable state/local regulations. Vendors shall list any hazardous material to be delivered under this order. This information shall be provided to Global/SFC Valve prior to delivery and included on the Material Safety Data Sheet (MSDS). Vendors shall submit an up-to-date MSDS to Global/SFC Valve for all hazardous materials delivered.

Labeling: Each container must be labeled, including the chemical name, appropriate hazard warnings, and the name/address of the manufacturer.

Asbestos/Mercury Prohibition: Only non-asbestos products shall be installed. Free mercury or products containing mercury are prohibited from being introduced into the facility or used on hardware.

Vendors shall include the substance of this requirement in all lower-tier subcontracts for materials or services that involve hazardous materials.

237. Notification of Foreign Ownership or Foreign Place of Performance

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Seller shall notify Buyer in writing within ten (10) business days of the effective date of the change, or of becoming aware of the prospective change, whichever is earlier, when:

1. A foreign interest directly or indirectly acquires the authority, whether or not exercised, and whether or not exercisable through the ownership of Seller's securities, to direct or decide matters affecting the management or operations of Seller, or
2. Seller relocates the place of performance, in whole or in part, outside the United States. Seller, regardless of whether a U.S. or non-U.S. (foreign) entity, shall provide Buyer with written notice as described above, in the event that Seller becomes aware that it is to be merged with or acquired by a foreign entity or interest, regardless of whether or not it is to be a company organized to do business under the laws of the United States.

Seller shall comply with any and all requirements, and obtain any and all necessary approvals that may be imposed or required by Committee on Foreign Investment in the United States ("CFIUS").

Flow-down Requirement: Seller shall impose the requirements of this clause on its suppliers/subcontractors under this Order (and require their inclusion in Lower-tier Subcontractors, as necessary).

238 Import/Export Compliance

Seller shall comply with all applicable import and export laws and regulations, including, but not limited to, the requirement for U.S. entities, in the business of manufacturing or exporting (or temporarily importing) defense articles, or providing defense services, to register with the Department of State in accordance with the ITAR Section 122.1.

Flow-down Requirement: Seller shall impose the requirements of this section on its suppliers/subcontractors under this Order (and require their inclusion in Lower-tier Subcontractors, as necessary).

239 Visitor Controls

Naval Nuclear Propulsion Information (NNPI) is defined as that information and/or hardware concerning design, arrangement, development, manufacturing, testing, operation, administration, training, maintenance, and repair of the propulsion plants of Naval Nuclear-Powered Ships, including the associated shipboard and shore-based nuclear support facilities. NNPI may be classified (Restricted Data ("RD"), Formerly Restricted Data ("FRD") or unclassified (Unclassified Naval Nuclear Propulsion Information ("U-NNPI), Unclassified Controlled Nuclear Information ("UCNI")).

Seller shall have procedures that will prevent the release of NNPI to Visitors or to any other person or entity, including its own employees, that are otherwise ineligible to access/receive NNPI.