

CUSTOMER CONTRACT REQUIREMENTS
MK-84 Eurofighter Integration
CUSTOMER CONTRACT 4500838972

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

1. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

A. ACCESS

In addition to any rights of access specifically reserved elsewhere in the Contract, Seller shall allow authorized representatives of Buyer, Buyer's Customer or NETMA that are appropriately included in the Technical Assistance Agreement (TAA) access at reasonable times and upon reasonable notice to the non-restricted premises of Seller to enable the Buyer, Buyer's Customer, or NETMA to observe work being carried out under the Contract and to examine any drawings, specifications or other documents, computer generated and maintained data or software programs utilized by Seller under the Contract.

In the event Buyer, Buyer's Customer or NETMA require information or access from Seller's subcontractors, Seller will make all reasonable effort to adhere to the request of Buyer, Buyer's Customer or NETMA, if it is agreeable and exportable from Seller's subcontractors and U.S. Government.

Seller shall provide all reasonable facilities as necessary for the execution of Buyer's, Buyer's Customer's, or NETMA's rights reserved herein. Buyer's Customer or NETMA representatives shall not be entitled to redirect the work being undertaken by Seller in respect of the Contract.

Buyer shall ensure that all representatives requiring access to the premises of Seller have the appropriate security clearance.

Buyer's Customer or NETMA may make use of contracted personnel from companies or legal entities other than the Buyer. Buyer's Customer or NETMA shall ensure that such contracted personnel will keep all information of Seller confidential and will use such information only for the stipulated purposes as agreed between Buyer, Buyer's Customer, NETMA, and Seller. Having concluded such arrangements the personnel shall enjoy the same rights as Buyer's, Buyer's Customer, or NETMA authorized personnel.

B. SELLER'S INSURANCE

In addition to the Insurance article of the General Provisions, Seller is required to obtain the following:

1. **Commercial General Liability:** Throughout the period when work is performed and until final acceptance by Buyer's Customer, Seller shall carry and maintain, and ensure that all subcontractors carry and maintain, Commercial General Liability insurance with available limits of not less than five million dollars (\$5,000,000) per occurrence, for bodily injury and property damage combined. Such insurance shall be in a form and with insurers acceptable to Buyer's Customer and shall contain coverage for all premises and operations, broad form property damage, contractual liability (including, without limitation, that specifically assumed under paragraph B.1 herein.) Such insurance shall not be maintained on a per project basis unless the respective Seller or subcontractor does not maintain blanket coverage.

C. TERMINATION FOR CONVENIENCE

Notwithstanding the time period in the Termination for Convenience Article of the General Provisions, Seller must submit any termination claims within forty-five (45) days after the effective date of termination.