

Nuclear Alloys Terms & Conditions

Form TC-100, Rev. 2

Applicable NAC PO _____

Sign / Date _____

(Circle all that apply)

1. **Quality Program** – MIL-I-45208A, ISO-9001, AS9100, or equivalent program required (as approved by NAC).
2. **Fraud & Falsification statement required** – “NOTE: The recording of false, fictitious or fraudulent statements or entries on this document may be punishable as a felony under federal statutes.”
3. **Domestic material** – Only domestic source material shall be supplied.
4. **Domestic or DFARS source material** – Only material from domestic sources or from the list of DFARS qualifying countries (225.872.1(a)) shall be supplied.
5. **Mercury Free Statement** – During the manufacturing process, tests, and inspections, parts identified herein did not come into contact with mercury or any of its compounds, nor with any mercury containing devices employing a single boundary of containment.
6. **Government Source Inspection** – Government source inspection applies at your facility. Upon receipt of this order, promptly notify the Government Representative who normally services your plant so that appropriate planning for Government Inspection can be accomplished.
7. **Customer Source Inspection** – Customer source inspection applies, by either Nuclear Alloys or our immediate customer.
8. **10CFR21** applies to this order.
9. **10CFR72, Subpart G** – Material is for use in a project invoking 10CFR72, Subpart G.
10. **10CFR71, Subpart H** – Material is for use in a project invoking 10CFR71, Subpart H.
11. **CofC's** - Certificate of Conformance required with shipment.
12. **CMTRs** - Original CMTRs required with or prior to shipment.
13. **Traceability** – Heat/Lot traceability must be maintained at all times by permanent marking, tag, or container marking.
14. **Counterfeit parts** – Nuclear Alloys is committed to preventing the use of counterfeit and fraudulent materials, parts, and components. The seller shall agree and ensure that counterfeit parts are not delivered to NAC. The seller shall notify NAC immediately if they become aware of or suspect that it has shipped counterfeit product to NAC.
15. **DPAS rated orders** – 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 regulations (15 CFR part 700). DO rated orders must be given production preference over unrated orders, if necessary, to meet required delivery dates. DX rated orders must be given preference over DO rated orders. **If applicable – Priority Rating** _____.
16. **Suspension of Work** - Nuclear Alloys may, by written notice, direct seller to suspend all or any part of the work for such period of time as may be determined by NAC (the government) to be necessary or desirable for its convenience. If such suspension unreasonably delays the progress of work or causes additional expense to the seller, an equitable adjustment in the price and delivery time of the order shall be made by agreement of both parties.
17. **DFARS 252.227-7013, Rights in Technical Data** – Noncommercial items.
18. **Disclosure of Information** – The seller shall not release to anyone outside of the seller’s organization any unclassified information, regardless of medium, regardless of purpose, pertaining to any part of this purchase order or any program related to this purchase order or any program related to this purchase order unless:
 - 1) The buyer has given prior written approval; or,
 - 2) The information is otherwise in the public domain before the date of release.
19. **Controlled Unclassified Information (CUI)** – If applicable and passed down by NAC, all CUI shall be properly maintained and controlled per NIST-DP-800-171 Guidelines. If documents are provided to the seller, they will be marked appropriately as CUI (example, CUI, Controlled, NOFORN, etc.) at the top and bottom of the page. Under no circumstances are non-U.S. citizens to be permitted visual access to NOFORN documents. U-NNPI shall be controlled so that individuals without a need-to-know cannot obtain visual or physical access which would permit detailed examination.
20. **Weld Repair** - No weld repair permitted.
21. **Right of Access**– Nuclear Alloys reserves the right of access by our representative, customer, and/or regulatory authorities to all facilities and applicable records invoked on the order.
22. **Non-Conformances** – Seller shall notify Nuclear Alloys of any and all non-conformances prior to shipment. Non-conforming product approved for shipment shall be clearly identified and segregated from conforming product.
23. **Sub Tier Suppliers** – Seller shall notify Nuclear Alloys if sub tier suppliers will be utilized. All requirements must be flowed down to all sub tiers, and all administrative and quality requirements apply to all sub tiers.
24. **Furnished Information or Material** – Any drawings, documents, material, tooling or fixtures provided by Nuclear Alloys shall remain the property of Nuclear Alloys or its customer. Information may be reproduced and distributed only with NAC permission, and all hardware or materials shall be returned to Nuclear Alloys upon completion of the contract.
25. **Asbestos Free Requirement** – Material furnished shall not contain asbestos fibers. Where invoked specifications or standards permit other materials, they shall be used in lieu of asbestos.

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26. **BWXT-3081, Article 35 – Fraud and Falsification**

A. This Order and the activities hereunder are within the jurisdiction of the Department of Energy or the Department of the Navy. Any knowing and willful act to falsify, conceal or alter a material fact, or any false, fraudulent or fictitious statement or representation in connection with the performance of work under this Order may be punishable in accordance with applicable Federal Statutes.

B. Seller agrees that all employees engaged in the performance of this purchase order will be, if they have not been previously, informed in writing prior to commencing performance of work under this purchase order that there is a risk of Federal criminal penalties associated with any falsification, concealment or misrepresentation in connection with work performed under this purchase order. Seller agrees that a signed statement shall be, if it has not been previously, obtained from said employees prior to their commencing performance of work under this purchase order that they have been so informed. Such statements shall be retained by the Seller for at least three years after final payment on this purchase order. An acceptable form for such a statement is substantially as follows: "This company/division/department/branch performs work under contracts which are within the jurisdiction of departments of the United States Government. Some of the work performed under these contracts affects the national security of the United States and the requirements of these contracts are designed to ensure that essential attributes of the work are carefully checked or inspected and that records accurately reflect the results of all work. Any falsification, concealment or alteration of any material fact, or any false, fraudulent or fictitious statement or representation in connection with the work under any contract within the jurisdiction of the Government is not only prohibited by company policy, but may also be punishable under Federal Law. Please acknowledge by your signature that you have read and understand the above."

C. Seller agrees to include the following pre-printed statement on manufacturing work instructions, manufacturing records, inspection, and/or test forms generated by Seller to verify or report the performance of any work in conjunction with the subject order.

Applicable Orders issued by BWXT NOG

"NOTE: The recording of false, fictitious or fraudulent statements or entries on this document may be PUNISHABLE as a felony under Federal Statute."

D. Seller agrees to include this article, including this paragraph D., in every subcontract or lower-tier purchase order for material, parts or services under this Order. Any inability or unwillingness of a lower-tier supplier to comply with this provision shall promptly be documented in writing and provided to, as applicable, BWXT NOG or NFS.