

ALLEGHENY HEALTH NETWORK
PURCHASE ORDER TERMS AND CONDITIONS

These terms and conditions apply to Purchase Orders dated after September 30, 2015 and shall continue in effect until superceded.

1. **ACCEPTANCE; PURCHASE ORDER CONSTITUTES ENTIRE AGREEMENT.** The purchase order into which these Terms and Conditions are incorporated by reference constitutes the offer of the entity listed in the "From" field on such purchase order ("Purchaser") and may be accepted by the entity listed in the "To" field on such purchase order ("Seller") only in accordance with the terms hereof. Any acceptance herein of an offer of Seller, or any confirmation herein of a prior agreement between Purchaser and Seller, is expressly made conditional on Seller's acceptance of the additional or different terms contained herein. The purchase order may be accepted by Seller by commencement of work, shipment of goods (including, materials and equipment), or furnishing of services hereunder. Dispatch of Seller's acknowledgment form (or other written document) will also act as an acceptance if it agrees with the purchase order with respect to the description, amount, price and time of delivery of the goods or services ordered; provided, however, that such acknowledgement shall be deemed to incorporate the terms of the purchase order, including these Terms and Conditions. Notwithstanding any oral agreement, or any instructions, terms and conditions that may be contained in any quotation, acknowledgment, invoice or other written document of Seller, no addition to, waiver of or modification of, any of the provisions herein contained shall be of any force or effect unless made in writing and executed by Purchaser.
2. **PRICE.** If price is not stated on the purchase order or other agreement between the Purchaser and Seller, the price shall be Seller's lowest prevailing market price. Unless otherwise expressly indicated in the purchase order, all prices contained therein shall include applicable federal, state, and local taxes in effect on the date of the purchase order and Purchaser shall not be liable for any other costs or charges. Taxes, if any, applicable to the goods or services invoiced to Purchaser will be paid by Purchaser to Seller, who will be responsible for remittance of such taxes to the proper governmental authority. At the request of Purchaser, Seller shall provide documentation evidencing such remittance and Seller's authority to collect such taxes.
3. **TIME OF THE ESSENCE.** Time of shipment and of other aspects of performance hereunder is of the essence of the purchase order. Any back-orders require the Seller to notify Purchaser of the anticipated delivery date. The right is reserved to cancel all and any part of the purchase order if not shipped promptly. In the event Seller fails to deliver any goods as and when required by the purchase order, Purchaser shall have the right to purchase replacement goods elsewhere and Seller will be liable for actual and reasonable costs and damages incurred by Purchaser as a result thereof.
4. **CHANGES, TERMINATION.** Purchaser shall have the right at any time to make changes in the purchase order by written notice to the Seller, and Seller agrees to comply with such changes. If such changes cause a material increase or decrease in Seller's costs or time of performance of the purchase order, Seller shall notify Purchaser immediately and negotiate an adjustment. Purchaser shall have the right to terminate the purchase order upon written notice to Seller and Seller shall immediately cease all work and observe any instructions from Purchaser regarding work in process. Seller shall be paid an equitable adjustment for all work already performed. Purchaser shall also have the right to terminate the purchase order in the event of a breach by Seller of the terms thereof, in which event Purchaser shall not be liable to Seller for work already performed or otherwise.
5. **RIGHT OF INSPECTION AND REJECTION.** Goods supplied by Seller shall be received subject to Purchaser's inspection and approval within a reasonable time after delivery, notwithstanding prior payment. It is expressly agreed that inspection by Purchaser shall not constitute final acceptance and that all goods will be subject to final inspection after delivery to Purchaser. If goods delivered pursuant to the purchase order do not meet the specifications or other requirements set forth therein, Purchaser shall have the right to reject the goods and, at Purchaser's option, return the same to Seller for credit or replacement or hold the same for disposition at Seller's expense and risk. Seller shall be responsible to demonstrate any goods to Purchaser's staff to the extent such staff is involved in operating, testing and maintaining such goods.
6. **DELIVERY, RISK OF LOSS.** Title shall pass to Purchaser upon delivery of conforming goods to Purchaser's designated location. Notwithstanding any agreement to the contrary with respect to payment of freight or other transportation costs, risk of loss or damage in transit shall be upon Seller. Delivery shall not be complete until goods have been received, inspected and accepted by Purchaser. If cost of freight is not to be borne by Seller, the parties shall cooperate to determine the most economical means and route of shipment for transportation and delivery of goods. Seller is prohibited from using Purchaser's shipping account without prior, written authorization from Purchaser. Seller shall be solely responsible for any additional expense incurred as a result of or damage to goods during delivery by unauthorized means or route.
7. **WARRANTY.** Seller warrants that all goods or services furnished pursuant to the purchase order will, in the case of goods, be free from defects in material or workmanship and, where applicable, conform to all FDA approved usages; and, in the case of services, be performed by employees, agents, and representatives that have the skills and qualifications necessary to perform services set forth in the purchase order, in a timely, competent, first class, and professional manner in accordance with the highest industry standards and all applicable governmental requirements, laws, ordinances, rules, and regulations; and, with respect to both goods and services, will be in conformity with the requirements of the purchase order, including drawings and specifications, if any, and be reasonably fit for the purpose disclosed in the purchase order or in such drawings and specifications, and Seller's representations regarding the functions and uses for which the goods or services are marketed. Seller further warrants that such goods or services will be merchantable and fit for the purpose for which they are sold, and where design is Seller's responsibility, will be free from defects in design. Purchaser's approval of Seller's design or materials shall not be construed to relieve Seller of the warranties set forth herein. Without limitation of any rights which Purchaser may have at law by reason of any breach of warranty, goods which are not as warranted may at any time after delivery be returned at Seller's expense. Purchaser at its option may require Seller either to replace such goods at no increase in price (Seller must pay all repacking, transportation and handling charges both ways) or refund the purchase price and any charges in connection therewith. Seller warrants that all goods and services furnished pursuant to the purchase order comply with all federal, state and local laws, rules and regulations governing said goods or services. The Seller shall respond to all trouble calls within the warranty period within twenty-four (24) hours of notification. Furthermore, if the goods are of a portable nature, loaned goods of the same type shall be made available to AHN in the event repairs require more than forty-eight (48) hours of down time. If authorized by Seller, Purchaser shall be authorized to perform minor warranty service on goods specified by the purchase order without violating in any way the warranty set forth for such goods. Seller agrees that Purchaser and its successors, assigns, customers and patients are intended third party beneficiaries under all warranties received by Seller from its suppliers, including manufacturers' warranties, and authorizes Purchaser to enforce such warranties and shall cooperate with Purchaser in enforcing the same should Purchaser so elect. The foregoing warranties are in addition to, and not in lieu of, any warranties provided in applicable law and the warranties provided herein are cumulative.
8. **INDEMNITY.**
 - (a) Seller agrees to indemnify, save harmless and defend Purchaser from and against any and all suits, claims, damages, costs and attorney's fees arising out of or in connection with any infringement of any United States patent in the manufacture, use or sale of the goods furnished under the purchase order. In case said claimed goods are in such suit, or in final adjudication elsewhere, held to constitute infringement, and the use thereof is enjoined, Seller shall, at its own expense, either procure for a Purchaser the right to continue using said goods, or, at the option of Purchaser, either replace same with non-infringing goods that is equivalent to the infringing goods, or modify the goods without impairing its functionality so it becomes noninfringing or remove said goods and refund the purchase price and the transportation and installation costs thereof.
 - (b) Seller agrees to indemnify, save harmless and defend Purchaser from and against any and all claims, demands, or suits of whatsoever nature, and any expense incidental thereto (including, but not limited to reasonable attorneys fees), which may be made, claimed or brought ("Losses") arising or growing out of or in connection with any breach by Seller of its obligations hereunder, the acts or omissions of Seller, its agents, employees or subcontractors, or any defect in the goods or services purchased hereunder, unless caused by the sole negligence of Purchaser. This indemnification shall be in addition to any warranty obligations of Seller.
9. **INVOICE/PAYMENT.** A separate original invoice is required for each shipment under the purchase order, and no invoice will cover goods or services on more than one purchase order. Buyer's purchase order number must appear on all correspondence. Unless otherwise specified on the purchase order, all invoices shall be paid net forty-five (45) days from receipt of an accurately submitted invoice. Discount period and net payment period will be calculated from date of receipt of invoice or after receipt of the goods or services, whichever is later, unless such goods or services may give rise to a mechanics' lien or other similar lien on the property of Purchaser, in which event the discount and net payment periods shall not commence until Seller has delivered to Purchaser a complete release of all liens arising out of the goods or services or Seller provides evidence of a bond satisfactory to Purchaser indemnifying Purchaser against such liens or evidence of payment in full for all labor and materials for which a lien

could be filed. Payment of invoice does not constitute inspection and acceptance of goods covered by the purchase order, but rather such goods or services will be subject to inspection, test, acceptance or rejection in accordance with the acceptance or completion criteria as specified in the purchase order or the relevant written agreement. Purchaser may, at its option, either reject goods or services that do not comply with the acceptance or completion criteria for a refund, or require Seller, upon Buyer's written instruction, to repair or replace such goods or re-perform such services without charge in the timely manner.

10. **INSURANCE.** In the event that all or any portion of the work covered by the purchase order will be performed on Purchaser's premises, Seller agrees, as a condition hereof, to provide and maintain the kinds and minimum amounts of insurance reasonably required by Purchaser, including insuring of the indemnity set forth in subparagraph 8(b) above. The Seller shall not be permitted to perform any work under the purchase order on Purchaser's premises until and unless certificates evidencing such insurance policies have been delivered to Purchaser, and written authorization to commence work has been given to the Seller by the Purchaser. All insurances required by Purchaser hereunder shall name Allegheny Health Network as an additional insured, with the exception of Worker's Compensation, and shall provide that the insurer will give Purchaser not less than thirty (30) days advance notice of any material changes in or cancellation of coverage. Seller shall be responsible for the acts of its employees, agents, and representatives while on Purchaser property and, accordingly, shall take all necessary measures to train and equip such personnel properly, and to prevent injury and loss to persons or property located thereon. All subcontractors used by Seller must maintain and provide, at their own expense, evidence of insurance coverage as identified above. Seller agrees that any personal injury to Seller, to Seller's employees, agents or representatives, to third parties, or any property damage resulting solely from performances of Services hereunder by Seller shall be the responsibility of Seller. Seller shall, within a reasonable amount of time, not to exceed thirty (30) days, after receiving evidence of loss, promptly satisfy all claims made by Purchaser which the evidence demonstrates are the responsibility of Seller. In the event of losses or damages to goods caused by the negligence of Seller or its workers, Seller's liability shall be to the extent of the declared value or replacement cost of the goods, whichever is greater.
11. **NO LIEN.** Seller shall ensure that no lien or claim of any kind whatever shall be filed by Seller or any subcontractor of Seller, or by any other person, firm or corporation against Purchaser's property for any work performed, or for any goods furnished, in connection with the performance of the purchase order. Seller agrees, at Purchaser's request, to execute a no-lien contract in the form prescribed by applicable state law for filing and recording, and to deliver to Purchaser properly executed waivers of all mechanics' and/or materialmen's liens from each of Seller's subcontractors and material suppliers, or to procure a bond satisfactory to Purchaser indemnifying Purchaser against any such lien. In the event Seller fails to execute a no-lien contract or procure lien waivers or bond required by Purchaser, Seller agrees to refund to Purchaser all monies that the Purchaser may be compelled to pay in discharging any mechanics' and/or materialmen's lien arising out of the performance of the purchase order that remain unsatisfied after all payments are made, including all costs and a reasonable attorney's fees.
12. **QUANTITY/SUBSTITUTION.** Purchaser accepts no responsibility for goods shipped in excess of the quantities specified herein, and any such excess may at Buyer's option be returned to Seller at Seller's expense. Substitution of goods will not be permitted unless authorized in writing by Purchaser.
13. **CONFIDENTIALITY.** Seller agrees that all information obtained by or provided to Seller in carrying out the Services provided hereunder, including the contents of the purchase order, will be maintained in confidence by Seller and that Seller will not publish nor disclose to third persons nor otherwise make use of such confidential information except for the performance of such Services hereunder. Buyer's confidential information includes, but is not limited to, Buyer's financial, account, human resources, provider and other proprietary information. This obligation shall not apply with respect to any information (a) which is already in the possession of Seller prior to acquiring the information hereunder, (b) which is or becomes in the public domain through no fault of either party, or (c) which is rightfully obtained on a non-confidential basis from a third party. In addition, certain categories of information, such as Buyer's members' Protected Health Information ("PHI"), is subject to protection under applicable federal and state laws and regulations. Seller agrees that to the extent that Seller has access to patient information, Seller shall comply with Allegheny Health Network's HIPAA Business Associate and Data Security terms and conditions, including any future modifications thereto, that are found at: [INSERT HYPERLINK](#). To ensure the confidentiality of the above information is protected, Seller agrees to permit Purchaser to review Seller's facilities, security practices, and policies relating to the protection of confidential information. Seller agrees to complete and promptly return to Purchaser any affirmation or certification used by Purchaser to monitor Seller's compliance with these and other applicable provisions, which certification shall not be required more than once in any twelve (12) month period.
14. **PURCHASER'S PROPERTY AND PARTS.** All property of any kind supplied by or paid for by Purchaser shall be and remain Purchaser's property and Seller agrees to be accountable for it and to maintain it in good condition and repair except to the extent that it is integrated into goods furnished by Seller to Purchaser under the purchase order. Parts of Purchaser which have been or are to be processed by Seller are consigned to Seller for the work specified and remain Purchaser's property. Property and parts of Purchaser shall not be used for any purpose except to satisfy this or other purchase orders of Purchaser to Seller. All Purchaser's property and parts while in Seller's custody or control shall be held at Seller's risk, free of all liens, encumbrances, or security interests of Seller or third parties, and shall be kept insured by Seller at Seller's expense in an amount equal to replacement cost with loss payable to Purchaser. Seller agrees to hold harmless, defend, and indemnify Purchaser against all loss or damage to such property or parts against claims of loss or damage arising out of such property of parts while they are in Seller's custody or control. All property and parts are Subject to removal by Purchaser at any time and to return upon Purchaser's request.
15. **INDEPENDENT CONTRACTOR.** Seller is and shall remain an independent contractor. No employee, agent, or representative of Seller or its subcontractors shall be deemed to be an employee of Purchaser. Seller shall provide all safeguards and take all necessary precautions in connection with work and services performed by or for it relating to the purchase order to prevent the occurrence of any accident, injury, death, loss, or damage to any person or property and shall be solely responsible therefor. Seller warrants that all work and services relating to the purchase order will be done in a safe, proper, and workmanlike manner and in compliance with all applicable codes, regulations, laws, standards and specifications concerning safety, performance, and otherwise and, without limitation, including work and services on or to premises controlled by Purchaser and to or with property or parts of Purchaser.
16. **WAGES AND HOURS.** In accepting the purchase order, Seller agrees that in the manufacture of the goods and/or in the performance of the services ordered, Seller has complied, or will comply with the Fair Labor Standards Act of 1938, as amended, and Seller agrees to so certify on all its invoices.
17. **REGULATORY AND ACCREDITATION REQUIREMENTS.** Seller warrants and attests that goods and any services covered under the terms hereof including any that may have been subcontracted per the terms hereof, are compliant under the Federal Food, Drug and Cosmetic Act. Seller further warrants and attests that goods and any services covered by the purchase order including any that may have been subcontracted per the terms hereof, are compliant with all applicable Purchaser policies, specifically those pertaining to Vendor Access practices within Purchaser facilities, conflicts of interest and interaction between industry representatives and Purchaser and Seller responsibilities under the Deficit Reduction and False Claims Acts. With respect to Seller operations, Seller shall comply with the all applicable Standards of the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) as detailed in the most recent Accreditation Manual for Hospitals, as well as applicable requirements of the PA Department of Health, and other agencies with appropriate jurisdiction. In addition, Seller shall cooperate with Purchaser as required to establish compliance with licensure accreditation and other pertinent agency requirements, including but not limited to production of relevant documents and records as they pertain to the Products or Services provided by Seller hereunder.
18. **ASSIGNMENT, SUBCONTRACTING.** Neither the purchase order nor any part thereof nor any interest therein nor any claim arising hereunder shall be subcontracted, transferred or assigned by Seller without the prior written consent of Purchaser. Consent to subcontracting or assignment by Purchaser shall not relieve Seller of any of Seller's duties or obligations hereunder. Seller shall be liable for all acts or omissions of its subcontractor(s) and anyone employed directly or indirectly by such subcontractor(s). Seller shall require any subcontractor to maintain adequate and appropriate insurance coverage. In the event Seller elects to change subcontractors, Seller agrees to notify Purchaser of such change immediately and provide Purchaser with samples of work performed by the new subcontractor to insure continuity of quality and construction. Failure to notify Purchaser could constitute material breach.
19. **NOTICES.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and will be effective upon receipt if delivered personally to such party, or by nationally recognized overnight courier service to the following address or to such other address as Purchaser may give to Seller in writing for such purpose: Allegheny Health Network, 30 Isabella Street, Suite 300, Pittsburgh, PA 15212.
20. **LIMITATION ON PURCHASER'S LIABILITY.** In no event shall Purchaser be liable for consequential, incidental, or special damages of any kind or for damages in excess of the price allocable to the portion of the goods or services on which the claim is based. Action on any claim against Purchaser must commence within one year after the cause of action has accrued.
21. **PRESERVATION OF RIGHTS.** No delay or omission on the part of Purchaser to exercise any right or power arising hereunder will impair any such

- right or power or be considered a waiver of any such right or power or any acquiescence therein, nor will the action or inaction of Purchaser impair any right or power arising hereunder. Purchaser's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which Purchaser may have at law or in equity.
22. **ILLEGALITY.** In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
 23. **MEDICARE AUDIT.** If the purchase order is for services (whether alone or in combination with goods) where the services will exceed \$10,000 in any twelve month period, the following provisions specifically apply to said contract.
 - (a) In accordance with the Medicare and Medicaid Amendments of 1980, Public Law 96-499, Contractor upon written request, shall make available to the Secretary of Health and Human Services or, upon request, make available to the Comptroller General, or any of their duty authorized representatives, contracts, and books, documents and records of Contractor or any subcontractor utilized by it to carry out the duties under the purchase order that are necessary to certify the nature and extent of costs associated with services furnished under the purchase order.
 - (b) If Contractor carries out any of the duties of the purchase order through a subcontract, then it shall include in any such contract a clause similar to that set forth in the preceding subparagraph as required by the Medicare and Medicaid Amendments of 1980, Public Law 96-499.
 - (c) All books and records to which subparagraph (a) and subparagraph (b) apply shall be maintained and available for a period of not less than four (4) years from the date that services pursuant to the purchase order have last been furnished.
 - (d) The provisions of the Medicare and Medicaid Amendments of 1980, Public Law 96-499, including specifically Section 952 thereof, are incorporated herein by reference and Contractor agrees to be bound thereby.
 24. **GOVERNING LAW, JURISDICTION.** The transaction provided for in the purchase order will be deemed to be made in Pennsylvania. The purchase order, and the rights and obligations of the parties thereto, shall be determined in accordance with the law of Pennsylvania. excluding its conflict of laws rules. Seller hereby irrevocably consents to the exclusive jurisdiction of any state or federal court for the county or judicial district of Allegheny County, Pennsylvania, and consents that all service of process be sent by nationally recognized overnight courier service directed to the Seller at the Seller's address set forth herein and service so made will be deemed to be completed on the Business Day after deposit with such courier; provided that nothing herein will prevent the Purchaser from bringing any action, enforcing any award or judgment against any security or against any property of the Seller within any other county, state or other foreign or domestic jurisdiction. Purchaser and Seller agree that the venue provided above is the most convenient forum for both the Purchaser and the Seller, and Seller waives any objection to venue and any objection based on a more convenient forum in any action instituted in connection with the purchase order.
 25. **RIGHT TO AUDIT.** Seller shall allow Purchaser or persons authorized by and acting on behalf of Purchaser, including its independent public accountants, and federal and state governmental and bank regulatory authorities having jurisdiction over Purchaser's business, reasonable access during normal business hours to the books, records, procedures and facilities of Seller related to the purchase order to inspect, review, examine and audit such books, records, procedures and facilities. Seller shall reasonably cooperate with Purchaser, such other persons authorized by Purchaser and any governmental and bank regulatory authorities in the conduct of such examination and audit, including giving them access for discussion of any audit, to officers and the independent public accountants of Seller. Any third party provider, subcontractor or agent of Seller in the performance of the purchase order shall be required by Seller to grant Purchaser, its authorized persons and such governmental and bank regulatory authorities the same access and audit rights.
 26. **ENTIRE AGREEMENT.** The provisions hereof and in the purchase order set forth the entire agreement between Purchaser and Seller. Purchaser's failure to assert any right is not a waiver of it or any other right. Time is of the essence. All money due to Seller is Subject to deduction or set-off by Purchaser to cover any counterclaim arising out of this or any other transaction with Seller. If the development of goods or the services performed by Seller and paid for by Purchaser under the purchase order result in patentable, copyrightable, or proprietary property, all rights, title, and interest thereto shall belong to and be assigned to Purchaser, unless otherwise specified in writing.

NON-DISCRIMINATION AND FEDERAL CONTRACT PROVISIONS – The following provisions apply only in the event Purchaser is considered a federal contractor and the purchase order is considered a subcontract to a federal contract.

1. **EQUAL OPPORTUNITY:** In conformity with all applicable Federal laws, regulations, and executive orders, Seller pledges to strive to eliminate discrimination in the workplace. Assignments of personnel to perform services pursuant to the purchase order shall be made solely on the basis of qualifications without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, mental or physical disability or any other status protected by law. To the extent applicable, the equal employment opportunity and affirmative action requirements set forth in 41 C.F.R. Part 60-1.4(a) (women and minorities), 41 C.F.R. Part 60-250.5(a) and Part 60-300.5(a) (covered veterans), and 41 C.F.R. Part 60-741.5(a) (individuals with disabilities), and the employee notice requirements set forth in 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference into the purchase order.
2. **AFFIRMATIVE ACTION:** Seller agrees to comply, and to cause its agents and subcontractors to comply with the provisions of 41 C.F.R. Section 60-1.4(a), 41 C.F.R. Section 60-250.5(a) and Section 60-300.5(a), and 41 C.F.R. Section 60-741.5(a), which provisions are, if applicable, hereby incorporated by reference. As required, Seller agrees to submit Form EEO-1 on an annual basis and to maintain written up-to-date affirmative action programs for each of its facilities.
3. **FEDERAL SUBCONTRACT:** In the event that the purchase order is deemed to be a subcontract of a federal contract, the following Federal Acquisition Regulations, to the extent applicable, are incorporated herein by this reference: 1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Alternate 1 (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)) 2) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006); with Alternate 1 (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402). 3) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). 4) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)). 5) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246). 6) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212). 7) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793). 8) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212). 9) 52.222-0, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). 10) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.). 11) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011). 12) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). 13) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.). 14) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub.L. 110-252, title VI, Chapter 1 (41 U.S.C. 251 note.)). 15) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637 (d)(2) and (3)). If subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), contractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities. 16) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). 17) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, et. Seq.). 18) 52.222-53, Exemption from the Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et. Seq.). 19) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub.L. 110-247). 20) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). An explanation to these clauses can be found at <https://www.acquisition.gov/far/>.
4. **FACILITIES:** Seller certifies that it does not and will not maintain or provide for its employees any segregated facilities and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.