

1 Sep 99	TP-453 Updated to reflect the latest version of T-RMS vs specific version
1 Aug 99	TP 453 Updated to reflect T-RMS 8/99
21 Jun 99	TP-453 Updated to automatically incorporate T-RMS 7/99
12 Apr 99	TP490 (SPIs) - Updated
3 Mar 99	TP-499 (CAS Noncompliance) added and TP-462 (Progress Payment) modified
15 Feb 99	TP-063 Updated to delete reference to line item.
19 Jan 99	TP-498 added (ITSP Assignment Agreement)
18 Jan 99	TP-465 updated to show RC d.b.a. RSC name change
10/16/98	TP-483, TP-371 and TP-484 updated to actually reflect Raytheon/RMSC vs Hughes
9/24/98	TP-473 updated to reflect type of po statement and revised DPAS requirements
7/20/98	TP-477 reinstated as amended
6/8/98	TP-453 revised to reflect a new internet URL address for access to Ts&Cs
5/14/98	TP-496 TP-490 Deletion for POs under transitioning primes added
4/1/98	TP-490 "SPI and Required Materials and Process Specifications" revised and TP-495 "Group B/C Waiver" added
1/ 8/98	TP-453 revised to add internet address
12/22/97	TP-494 AET Billing Address added
12/18/97	TP-465 revised to reflect the name change from HMSC to RMSC
12/11/97	TP-487 use statement clarified and TP-493 "Assignment" rescinded
7/18/97	TP-477 revised
1/10/97	TP 485 rescinded & TP 493 added

THE TP STATEMENTS SHOWN BELOW INCLUDE THOSE REFERENCED IN HMSC SUPPLEMENTS TO CORPORATE MATERIEL PRACTICES/REQUIREMENTS. USE SHALL BE AS PRESCRIBED THEREIN OR WHERE OTHERWISE DEEMED APPROPRIATE (SEE SUGGESTED USES IN []s UNDER EACH STATEMENTS TITLE

TP-020 FAILURE TO INCLUDE CERTIFICATION
[use as applicable]

YOUR FAILURE TO INCLUDE CERTIFICATION WITH YOUR SHIPMENT IN ACCORDANCE WITH THE PURCHASE ORDER REQUIREMENTS MAY RESULT IN YOUR SUPPLIES BEING CLASSED AS NON-CONFORMING OR DEFECTIVE WHICH COULD RESULT IN THE RETURN OF ITEMS AT YOUR EXPENSE.

TP-021 SPECIAL HANDLING
[use as applicable]

SUPPLIER TO CALL HUGHES AIRCRAFT CO., TRAFFIC OFFICE, A/C 602-794-8402 PRIOR TO SHIPMENT FOR SHIPPING AND ROUTING INSTRUCTIONS. ACTUAL VALUE OF SHIPMENT SHALL BE DECLARED ON ALL SHIPPING DOCUMENTS AND SHIPMENT SHALL BE IN COMPLIANCE WITH ALL CARRIER APPLICABLE RULES AND REGULATIONS.

TP-023 INTERNAL BILLING ONLY
[use as applicable]

FOR BILLING ONLY - DO NOT MAIL COPIES TO SUPPLIER - THE CONTRACT TERM AND CONDITIONS APPLICABLE TO THIS PURCHASE ORDER ARE SET FORTH IN HAC CONTRACT _____. THE TERMS AND CONDITIONS APPEARING IN THIS PURCHASE ORDER SHALL NOT APPLY.

TP-024 TP-024 BUYER/GOV'T FURNISHED PROPERTY

[use where Buyer or Government property is/will be in the possession of Seller]

THIS TP STATEMENT AMENDS THE GENERAL PROVISIONS "CHANGES" CLAUSE AND THE FAR 52.245-2 "GOVERNMENT PROPERTY" CLAUSE FOUND IN THE "FAR CLAUSES APPLICABLE TO ALL ORDERS" PROVISION. THE FOLLOWING (BUYER/GOVERNMENT OWNED) PROPERTY WILL BE FURNISHED IN CONFORMANCE WITH PURCHASE ORDER (PO) ATTACHMENT PF-03 AND OTHER TERMS HEREIN. EXCEPT SELLER AGREES THAT BUYER SHALL NOT BE LIABLE FOR ANY BUYER CAUSED DELAY IN FURNISHING SUCH PROPERTY OTHER THAN TO EXTEND SELLER'S PROMISED DELIVERY DATE(S) FOR A DAY FOR DAY BASIS. SUCH EXTENSION SHALL PRECLUDE, SATISFY AND CANCEL AND ALL OTHER CLAIM BY SELLER OF WHATEVER NATURE, ON ACCOUNT OF DELAY.

PART NO.	ITEM DESC.	SHIPPING DATE	ITEM QTY	UNIT VALUE	ATTRITION PERCENT
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SHIPPING DOCUMENTS RETURNING GOVERNMENT FURNISHED PARTS (GFP) TO BUYER MUST IDENTIFY SUCH PROPERTY AS GFP.

TP-025 STATEMENT OF WORK & TECHNICAL DIRECTION

[not for use on/after 1/1/96 (duplicates changes clause in GPs)]

THIS PURCHASE ORDER REQUIRES MANUFACTURE OF THE ABOVE ITEM(S) IN STRICT COMPLIANCE WITH DRAWINGS, SPECIFICATIONS AND PROCESSES AS FURNISHED BY BUYER'S PURCHASING DEPARTMENT REPRESENTATIVE. THE REQUIREMENTS OF THIS ORDER CANNOT BE CHANGED EXCEPT IN WRITING (SIGNED BY BUYER'S PURCHASING DEPARTMENT REPRESENTATIVE). INFORMATION, ADVICE OR INSTRUCTIONS GIVEN BY BUYER'S TECHNICAL PERSONNEL ARE EXPRESSIONS OF PERSONAL OPINION ONLY AND ARE NOT CONTRACTUALLY BINDING ON BUYER OR SELLER.

TP-030 CLOSURES - TIME AND MATERIAL

[use to closeout CR or T&M orders - such orders require Seller's execution of the exhibit]

IT IS HEREBY AGREED THAT THE PURCHASE ORDER PRICE SET FORTH IN THE PURCHASE ORDER CHANGE NOTICE SHALL CONSTITUTE PAYMENT IN FULL FOR THE COMPLETION OF THIS PURCHASE ORDER. EXHIBIT "A", ASSIGNMENT AND RELEASE, EXECUTED BY SELLER UNDER DATE OF _____ IS INCORPORATED HEREIN BY THIS REFERENCE. BUYER AND SELLER FURTHER AGREE, THAT BASED ON THE COMPLETION AND CLOSURE OF THIS PURCHASE ORDER, NO FURTHER WORK IS TO BE PERFORMED OR BILLED HEREUNDER.

TP-031 EXPIRATION/TERMINATION OF CORPORATE PURCHASE AGREEMENTS
[not for use on/after 1/1/96 (unnecessary)]

IN CONSIDERATION OF BUYER'S ISSUANCE OF THE PURCHASE ORDER IT IS FURTHER AGREED BY BUYER AND SELLER THAT NOTWITHSTANDING THE EXPIRATION OF CORPORATE PURCHASE AGREEMENT NUMBER _____, ANY TERMINATION THEREUNDER BY EITHER BUYER OR SELLER OR ANY OTHER CONFLICTING PROVISIONS CONTAINED THEREIN, THE OPTION PROVISIONS CONTAINED IN THIS PURCHASE ORDER, ALL REQUIREMENTS FOR DELIVERIES HEREUNDER AND ALL OTHER PROVISIONS STATED AND INCLUDED IN THIS PURCHASE ORDER SHALL BE AND ARE IN FULL FORCE AND EFFECT IN ACCORDANCE WITH THE TERMS AND PROVISIONS STATED BY THIS PURCHASE ORDER.

TP-032 DIPEC SCREENING
[not for use on/after 1/1/97 (screening must take place prior to placing the order)]

BUYER AND SELLER AGREE THAT BUYER MAY CANCEL ANY ITEM ON THIS ORDER AT NO CHARGE BY WRITTEN NOTICE TO SELLER THAT SUCH ITEM IS AVAILABLE FROM DIPEC PRIOR TO SHIPMENT OF SUCH ITEM BY SELLER. NO ITEM UNDER THIS ORDER SHALL BE SHIPPED BY SELLER PRIOR TO _____ AND AFTER SUCH DATE THIS PROVISION FOR CANCELLATION SHALL BE TERMINATED AND NO LONGER IN EFFECT.

TP-033 NO CHARGE PARTIAL TERMINATION AND RELEASE CLAUSE
[not for use on/after 1/1/96 (use Attachments Manual TS series attachment)]

IT IS HEREBY AGREED THAT THE TERMINATION OF THAT PORTION OF THIS PURCHASE ORDER EFFECTED BY THIS CHANGE ORDER THERETO IS ACCOMPLISHED WITHOUT CHARGE TO EITHER PARTY AND THAT THERE SHALL BE NO INCREASE IN THE PRICE OR PRICES OF THE PORTION NOT TERMINATED BY THIS CHANGE NOTICE. SELLER AND BUYER HEREBY MUTUALLY RELEASE AND FOREVER DISCHARGE EACH OTHER FROM ANY AND ALL CLAIMS, DEMANDS, LIEN RIGHTS AND OTHER CAUSES OF ACTION WHATSOEVER THAT EITHER PARTY HERETOFORE HAS HAD, NOW HAS, OR HEREAFTER MAY HAVE, KNOWN OR UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE TERMINATED PORTION OF THIS PURCHASE ORDER.

TP-034 RELEASE CLAUSE FOR PARTIAL TERMINATION
[not for use on/after 1/1/96 (use Attachments Manual TS series attachment)]

SELLER AND BUYER HEREBY MUTUALLY RELEASE AND FOREVER DISCHARGE EACH OTHER FROM ANY AND ALL CLAIMS, DEMANDS, LIEN RIGHTS AND OTHER CAUSES OF ACTION WHATSOEVER THAT EITHER PARTY HERETOFORE HAS HAD, NOW HAS, OR HEREAFTER MAY HAVE, KNOWN OR UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE TERMINATED PORTION OF THIS PURCHASE ORDER.

TP-035 NO CHARGE FULL TERMINATION AND RELEASE CLAUSE
[not for use on/after 1/1/96 (use Attachments Manual TS series attachment)]

IT IS HEREBY AGREED THAT THE CANCELLATION OF THIS PURCHASE ORDER EFFECTED BY THIS CHANGE ORDER THERETO IS ACCOMPLISHED WITHOUT CHARGE TO EITHER PARTY. SELLER AND BUYER HEREBY MUTUALLY RELEASE AND FOREVER DISCHARGE EACH OTHER FROM ANY AND ALL CLAIMS, DEMANDS, LIEN RIGHTS AND OTHER CAUSES OF ACTION WHATSOEVER THAT EITHER PARTY HERETOFORE HAS HAD, NOW HAS, OR HEREAFTER MAY HAVE, KNOWN OR UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS PURCHASE ORDER.

TP-037 COST SETTLEMENT PARTIAL TERMINATION CLOSURE CLAUSE
[not for use on/after 1/1/96 (use Attachments Manual TS series attachment)]

IT IS HEREBY AGREED THAT THE FINAL TERMINATION SETTLEMENT SET FORTH IN THIS PURCHASE ORDER CHANGE NOTICE SHALL CONSTITUTE PAYMENT IN FULL OF THE AMOUNT DUE SELLER BY REASON OF BUYER'S PARTIAL TERMINATION OF THIS PURCHASE ORDER AND OF ALL OTHER CLAIMS OF SELLER AND LIABILITIES OF BUYER UNDER THE TERMINATED PORTION OF THIS PURCHASE ORDER, AND

SELLER AGREES TO REFUND PROMPTLY TO BUYER ANY PAYMENTS BY BUYER TO SELLER UNDER THIS PURCHASE ORDER RELATIVE TO SAID TERMINATED PORTION IN EXCESS OF SAID FINAL TERMINATION SETTLEMENT.

SELLER HEREBY RELEASES AND FOREVER DISCHARGES BUYER FROM ANY AND ALL CLAIMS, DEMANDS, LIEN RIGHTS AND OTHER CAUSES OF ACTION WHATSOEVER THAT SELLER HERETOFORE HAS HAD, NOW HAS, OR HEREAFTER MAY HAVE, KNOWN OR UNKNOWN, ARISING OUT OF IN ANY WAY CONNECTED WITH THE TERMINATED PORTION OF THIS PURCHASE ORDER.

TP-038 COST SETTLEMENT COMPLETE TERMINATION CLOSURE CLAUSE

[not for use on/after 1/1/96 (use Attachments Manual TS series attachment)]

IT IS HEREBY AGREED THAT THE FINAL TERMINATION SETTLEMENT SET FORTH IN THIS PURCHASE ORDER CHANGE NOTICE SHALL CONSTITUTE PAYMENT IN FULL OF THE AMOUNT DUE SELLER BY REASON OF BUYER'S TERMINATION OF THIS PURCHASE ORDER AND OF ALL OTHER CLAIMS OF SELLER AND LIABILITIES OF BUYER THEREUNDER, AND SELLER AGREES TO REFUND PROMPTLY TO BUYER ANY PAYMENTS BY BUYER TO SELLER UNDER THIS PURCHASE ORDER IN EXCESS OF SAID FINAL TERMINATION SETTLEMENT.

SELLER HEREBY RELEASES AND FOREVER DISCHARGES BUYER FROM ANY AND ALL CLAIMS, DEMANDS, LIEN RIGHTS AND OTHER CAUSES OF ACTION WHATSOEVER THAT SELLER HERETOFORE HAS HAD, NOW HAS, OR HEREAFTER MAY HAVE, KNOWN OR UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS PURCHASE ORDER.

TP-039 RIGHT TO TERMINATE ON LEASE/RENTAL ORDERS

[use as applicable]

THE BUYER RESERVES THE RIGHT TO TERMINATE PURCHASE ORDER IN WHOLE OR IN PART, DURING THE STATED PERIOD, WITHOUT COST OR OBLIGATION TO BUYER WITH _____ DAYS NOTICE IN WRITING TO SELLER PROVIDED, HOWEVER, THAT THE RIGHTS OF THE PARTIES WHICH HAVE ACCRUED TO THE EFFECTIVE DATE OF THIS TERMINATION SHALL SURVIVE SUCH TERMINATION DATE.

TP-040 SUPERSEDING LETTER SUBCONTRACT

[use in all definitizing orders]

THIS PURCHASE ORDER IS THE DEFINITIVE SUBCONTRACT CONTEMPLATED BY BUYER'S LETTER SUBCONTRACT NO. _____ DATED _____, INCLUDING ALL AMENDMENTS THERETO, AND COMPLETELY SUPERSEDES SUCH LETTER SUBCONTRACT. ALL ACTS OF PERFORMANCE UNDER THE SAID LETTER SUBCONTRACT SHALL BE DEEMED TO HAVE BEEN MADE, DONE OR PERFORMED UNDER THIS PURCHASE ORDER.

TP-041 SUPERSEDING NOTICE OF AWARD

[use in all orders confirming a prior notice of award]

THIS PURCHASE ORDER IS THE FORMAL CONFIRMING PURCHASE ORDER CONTEMPLATED BY BUYER'S NOTICE OF AWARD _____ DATED _____, INCLUDING ALL AMENDMENTS THERETO, AND COMPLETELY SUPERSEDES SUCH NOTICE OF AWARD. ALL ACTS OF PERFORMANCE UNDER THE SAID NOTICE OF AWARD SHALL BE DEEMED TO HAVE BEEN MADE, DONE, OR PERFORMED UNDER THIS PURCHASE ORDER.

TP-042 NON-DUPLICATION OF CONFIRMING ORDERS

[use for emphasis (checking the appropriate PO block is the correct method)]

CONFIRMING ORDER - DO NOT DUPLICATE.

TP-043 SECURITY CLASSIFICATION CONFIDENTIAL
[use if supplies classified as confidential are to be delivered]

THE SECURITY CLASSIFICATION OF UNITS UNDER THIS PURCHASE ORDER IS CONFIDENTIAL. APPLICABLE DD-254 IS INCORPORATED HEREIN BY THIS REFERENCE THERETO. SHIPMENTS WILL BE ROUTED AS SPECIFIED, "SIGNATURE SECURITY SERVICE REQUESTED." NOTIFY CONSIGNEE'S TRAFFIC DEPARTMENT OF EACH SHIPMENT IN ADVANCE OF DELIVERY AT DESTINATION BY AIR MAILING NOTICE OF SHIPMENT. IF AIR MAIL NOTICE WILL NOT REACH CONSIGNEE BEFORE DELIVERY OF SHIPMENT, ALSO NOTIFY BY WIRE OR PHONE

TP-044 REWORK/REPLACEMENT PURCHASE ORDERS
[not for use on/after 1/1/96 - use TP 48 & TP-454]

SHOULD REWORK BE PERFORMED, UNIT TO BE RETURNED TO HAC, MEETING CONFIGURATION AS DEFINED BY TQA27 CONFIGURATION CERTIFICATION WHICH IS _____ DRAWING REV. _____, SUPPLIER INSTRUCTION SHEET NUMBER _____, T1122 _____.

SHOULD A UNIT BE REPLACED, IT MUST MEET THE FOLLOWING REQUIREMENTS - DRAWING REV. _____, SUPPLIER INSTRUCTION SHEET NUMBER _____, T1122 _____.

TP-045 SECURITY CLASSIFICATION PURCHASE ORDER INFORMATION
[not for use on/after 1/1/96 - use TP-451]

THE CONTENTS OF THIS PURCHASE ORDER ARE UNCLASSIFIED. SPECIFICATION CODE NUMBER _____ AND (HARDWARE ITEM _____) ARE CLASSIFIED. FOR CLASSIFICATION AND GUIDANCE REFER TO FORM DD254 DATED _____ ISSUED AGAINST PURCHASE ORDER _____ WHICH IS INCORPORATED BY REFERENCE HEREIN.

TP-046 TP-046 TRANSPORTATION FOR DELINQUENT SHIPMENTS
[recommended for use if seller has a poor delivery history]

IF YOUR SHIPMENTS ON THIS PURCHASE ORDER BECOME DELINQUENT TO SCHEDULED DELIVERY DATES, SHIP VIA AIR FREIGHT TRANSPORTATION UNTIL YOU CAN MAINTAIN SCHEDULED DELIVERY DATES. ANY TRANSPORTATION COST INCREASE NECESSITATED BY DELIVERY DELINQUENCY WILL BE BORNE BY YOU, REGARDLESS OF FOB POINT.

TP-047 MATERIALS INFORMATION SHEET - COMPLETION AND RETURN
[use as applicable]

THE ATTACHED MATERIALS INFORMATION SHEET, HAC FORM 12689T, MUST BE COMPLETED AND RETURNED WITHIN ONE (1) WEEK AFTER RECEIPT.

TP-048 REWORK/REPLACEMENT PURCHASE ORDERS
[use for all repair/rework/replacement orders]

“THE FOLLOWING (HAC/GOVERNMENT) OWNED PARTS ARE BEING FURNISHED PER TERMS OF PURCHASE ORDER ATTACHMENT PF-03, ‘CONTRACTUAL COVERAGE FOR HUGHES AIRCRAFT COMPANY AND GOVERNMENT-OWNED PROPERTY IN POSSESSION OF SELLER,’ FOR (REWORK/REPLACEMENT/REPAIR) TO BLUEPRINT HEREUNDER.

PART NUMBER	ITEM DESCRIPTION	ITEM QUANTITY	UNIT VALUE
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SHIPPING DOCUMENTS RETURNING GOVERNMENT FURNISHED PARTS (GFP) TO HAC MUST IDENTIFY SUCH ITEMS AS GFP.”

TP-049 COUNTERFEIT MIL SPEC PARTS
[use as applicable]

PARTS FURNISHED ON THIS PURCHASE ORDER SHALL BE PURCHASED BY SELLER DIRECTLY FROM THE MANUFACTURER FOR WHOM SELLER IS AN AUTHORIZED AND FRANCHISED DISTRIBUTOR. SELLER’S FILES IN SUPPORT THEREOF SHALL BE OPEN TO INSPECTION BY BUYER.

TP-050 FACILITIES CONTRACTS - GOVERNMENT BILL OF LADING
[use for orders where Supplier will be shipping to Buyer under a GBL]

SUPPLIER TO CALL HUGHES AIRCRAFT CO. TRAFFIC OFFICE (602) 794-8392 FOR SHIPPING INSTRUCTIONS TWO WEEKS BEFORE SHIPMENT.

TP-051 FACILITIES CONTRACTS - OTHER THAN GOVERNMENT BILL OF LADING
[use where shipping instructions are not part of the order]

SUPPLIER TO CALL HUGHES AIRCRAFT CO. TRAFFIC OFFICE (602) 794-8402 FOR SHIPPING INSTRUCTIONS TWO WEEKS BEFORE SHIPMENT.

TP-053 SHIPPING DATA - EMERGENCY/PERISHABLE SHIPMENTS
[use as applicable]

NOTIFY RECEIVING TRAFFIC, TUCSON (602) 794-8402, OR AFTER 5:00 P.M. (ROCKY MOUNTAIN TIME) PLANT PROTECTION (602) 794-8313, AND PROVIDE PURCHASE ORDER NUMBER, CARRIER, FLIGHT NUMBER, AIR BILL OR WAY BILL NUMBER, ARRIVAL TIME, WEIGHT, AND NUMBER OF BOXES/PALLETS.

TP-054 PARTS INSTALLATION
[use as applicable]

PARTS ON THIS PURCHASE ORDER WILL BE INSTALLED AT HUGHES AIRCRAFT COMPANY, TUCSON (PIMA COUNTY), ARIZONA.

TP-055 ENGINEERING POSSESSION
[recommended for use where parts are critical]

APPLICABLE ENGINEERING IS IN THE VENDOR'S POSSESSION.

TP-056 ALTERNATE MANUFACTURING METHOD (PREFORM DRAWINGS)
[use as applicable]

WHEN ALTERNATE MANUFACTURING METHOD/MATERIAL IS UTILIZED, DRAWING NOTES _____ REFERRING TO CASTINGS ARE NOT APPLICABLE.

TP-057 REPAIR LOG
[use as applicable]

ATTACHMENT PP-1 GFP "REPAIR LOG" MUST BE COMPLETED TO EXTENT APPLICABLE AND ACCOMPANY HARDWARE WHEN RETURNED TO HAC.

TP-059 900,000 SERIES DRAWINGS
[use as applicable]

PERFORMANCE OF THIS PURCHASE ORDER MUST BE IN STRICT COMPLIANCE WITH THE DRAWINGS/SPECIFICATIONS REFERENCED. THE IDENTIFICATION OF THE MANUFACTURE'S PART NUMBER BY A HUGHES NUMBER REQUIRES THAT THERE MAY BE NO CHANGES TO THE QUALIFIED ITEM UNLESS PRIOR WRITTEN AGREEMENT TO A CHANGE HAS BEEN OBTAINED FROM THE MICROELECTRONICS PROCUREMENT GROUP IN THE HUGHES AIRCRAFT COMPANY, TUCSON MANUFACTURING DIVISION, TUCSON, ARIZONA.

TP-060 GENERAL AND CONTROL DOCUMENT SPECIFICATION IDENTIFICATION
[use as applicable]

SELLER'S PART NUMBER _____, BEING PURCHASED HEREUNDER, SHALL BE IN ACCORDANCE WITH GENERAL AND/OR PROCUREMENT SPECIFICATION NUMBER _____ REV. ____ AND SPECIFICATION CONTROL DOCUMENT NUMBER _____ REV. ____ THE HUGHES PART NUMBER SHALL NOT BE PHYSICALLY MARKED ON THE

PART, UNLESS SPECIFICALLY REQUIRED BY EITHER SPECIFICATION. IF THE HUGHES PART NUMBER IS REQUIRED, THIS NUMBER MUST BE ENCLOSED IN PARENTHESIS.

TP-061 STANDARD PARAGRAPH NUMBER TP-061

[use as applicable]

PER SPECIFICATION CONTROL DOCUMENT REV. TO BE IDENTIFIED BY VENDOR PART NUMBER _____. THE HUGHES NUMBER SHALL NOT BE PHYSICALLY MARKED ON THE PART, UNLESS SPECIFICALLY PRESCRIBED BY THE DOCUMENT. IF THE HUGHES PART NUMBER IS REQUIRED, THIS NUMBER MUST BE ENCLOSED IN PARENTHESIS.

TP-063 AGREEMENT INCORPORATION

[use for releases or implementing agreements under other agreements]]

(3 FEB 99) THIS ORDER / RELEASE / IMPLEMENTING AGREEMENT IS UNDER / INCORPORATES AGREEMENT _____, DATED _____.

THIS PURCHASE ORDER IS ISSUED UNDER CORPORATE PURCHASE AGREEMENT (CPA) NUMBER _____, DATED _____ AND BY THIS REFERENCE INCORPORATES THE TERMS AND CONDITIONS THEREOF. PRICING IS IN ACCORDANCE WITH EXHIBIT ____, ITEM _____.

TP-065 [release authorization]

[use in implementing agreements where users will be permitted to make releases]

THE FOLLOWING DEPARTMENTS ARE AUTHORIZED TO MAKE RELEASES AGAINST THIS PURCHASE ORDER:

REL. AREA AND DEPT.	RELEASE PERSONNEL	ITEM/REL. NOS.
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A NOTIFICATION OF CHANGE IN THE ABOVE INFORMATION WILL BE ISSUED BY LETTER OR CHANGE TO THIS PURCHASE ORDER.

TP-066 [line item limitations]

[use in implementing agreements/instructions where users authority to release is to be limited]

INDIVIDUAL LINE ITEM RELEASE ARE LIMITED TO \$100,000.00, UNLESS OTHERWISE SPECIFIED HEREIN.

TP-067 NOTIFICATION OF EXPENDITURES

[use for agreements where applicable]

BUYER DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT IT WILL PURCHASE ANY MINIMUM QUANTITY OF PRODUCTS OR SERVICES.

TP-069 CORPORATE PURCHASE AGREEMENT FOR TUCSON PURCHASE AGREEMENT

[use as applicable, changing the terminology appropriately]

THIS TUCSON IMPLEMENTING PURCHASE AGREEMENT IS PLACED IN ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED IN CORPORATE PURCHASE AGREEMENT NO. _____, DATED _____, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

TP-084 IMPLEMENTING LEASE AGREEMENT CLA 3037

[not for use on/after 1/1/96]

THIS IMPLEMENTING LEASE AGREEMENT (1A) IS SUBJECT TO THE TERMS AND CONDITIONS OF CORPORATE LEASE AGREEMENT (CLA) NO. 3037 WHICH PROVISIONS SUPERSEDE THE PREPRINTED TERMS AND CONDITIONS OF THIS 1A. SUCH TERMS AND CONDITIONS SHALL CONTINUE TO BE APPLICABLE TO THIS 1A EVEN IN THE EVENT OF TERMINATION OF THE CLA.

TP-101 NOTICE OF EXERCISE OF OPTION-CONFIRMING CHANGE ORDER

[Note: as of 1/1/97 this TP statement combines TP-101 and TP-102, use in a change order or new purchase order where option was exercised by another means, e.g. FAX, etc.]

THIS CHANGE NOTICE OR NEW PURCHASE ORDER CONFIRMS BUYER'S "NOTICE OF EXERCISE OF OPTION DATED _____ IN ACCORDANCE WITH TP-104 ON THE ORIGINAL PURCHASE ORDER _____.

This language was changed to the above on 1/1/97

THIS CHANGE ORDER IS ISSUED BY BUYER TO CONFIRM BUYER'S "NOTICE OF EXERCISE OF OPTION _____" GIVEN BY HAC TWX DATED _____, REFERENCE _____, AND AS PROVIDED BY SAID "NOTICE" ISSUANCE OF THIS CONFIRMING PURCHASE ORDER _____ SHALL NOT AFFECT THE VALIDITY OF SUCH "NOTICE OF EXERCISE OF OPTION."

TP-102 NOTICE OF EXERCISE OF OPTION - NEW CONFIRMING PURCHASE ORDER

[not for use on/after 1/1/97 (combined with new TP-101)]

THIS PURCHASE ORDER IS ISSUED BY BUYER TO CONFIRM BUYER'S "NOTICE OF EXERCISE OF OPTION _____" GIVEN BY HAC TWX DATED _____, REFERENCE _____, AND AS PROVIDED BY SAID "NOTICE" ISSUANCE OF THIS CONFIRMING PURCHASE ORDER _____ SHALL NOT AFFECT THE VALIDITY OF SUCH "NOTICE OF EXERCISE OF OPTION."

TP-103 CONTRACT PROVISIONS ESTABLISHED IN PRIOR P.O.
[use as applicable]

BUYER AND SELLER FURTHER AGREE THAT THE CONTRACT PROVISIONS INCLUDED IN THIS CONFIRMING PURCHASE ORDER ARE THOSE ALREADY AGREED TO UNDER PURCHASE ORDER _____ AND THAT BUYER'S ISSUANCE OF THIS PURCHASE ORDER IN NO WAY SUPERSEDES OR AFFECTS PURCHASE ORDER _____.

TP-104 STANDARD OPTION CLAUSE
[use and/or modify appropriately to contractually define and create an option(s)]

IN CONSIDERATION OF BUYER'S ISSUANCE OF THIS PURCHASE ORDER THE SELLER HEREBY GRANTS TO BUYER THE SOLE RIGHT TO EXERCISE THE OPTION(S) TO PURCHASE, UNDER THE TERMS OF THIS PURCHASE ORDER, THE ARTICLE(S) AS SPECIFIED IN THE FOLLOWING OPTION SCHEDULE:

PART NO.	QUANTITY	MONTHLY RATE AND DELIVERY SCHEDULE	UNIT PRICE	LAST OPTION EXERCISE DATE
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THE ABOVE OPTION(S) SHALL BE EXERCISED IN WRITING MY MAIL, TELEX, FACSIMILE, OR ANY OTHER COMMERCIALY ACCEPTABLE FORM. SUCH EXERCISE(S) MAY BE CONFIRMED BY ISSUANCE OF EITHER A CHANGE NOTICE TO THIS PURCHASE ORDER OR BY THE ISSUANCE OF A SEPARATE PURCHASE ORDER IN WHICH REFERENCE IS MADE TO THIS PURCHASE ORDER. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE BUYER IS NOT OBLIGATED TO EXERCISE THE ABOVE DESCRIBED OPTION AND THAT NO REPRESENTATIONS WHATSOEVER HAVE BEEN MADE COMMITTING THE BUYER TO THE EXERCISE OF THE ABOVE DESCRIBED OPTION.

TP-110 ADVANCE FUNDING AUTHORIZATION
[use when definitizing an advance authorization]

THIS PURCHASE ORDER CHANGE NOTICE DEFINITIZES THE ADVANCE AUTHORIZATION PROVISIONS ORIGINALLY ISSUED, INCLUDING ANY AMENDMENTS THERETO, UNDER THIS PURCHASE ORDER. THE ADVANCE FUNDING AUTHORIZATION HEREUNDER IS COMPLETELY SUPERSEDED BY THIS DEFINITIZATION AND ALL ACTS OF PERFORMANCE UNDER SUCH ADVANCE AUTHORIZATION SHALL BE DEEMED TO HAVE BEEN MADE, DONE OR PERFORMED UNDER THIS DEFINITIZED PURCHASE ORDER.

TP-200 SPECIAL TEST EQUIPMENT REQUIREMENTS
[use as applicable]

TES 1059276, REV. D DATED 9/5/84 REQUIREMENTS FOR CONTRACT SUPPLIER TEST EQUIPMENT, IS HEREBY INCORPORATED INTO THIS PURCHASE ORDER.

TP-201 SPECIAL TOOLING/TEST EQUIPMENT
[not for use on/after 1/1/97 (per suggestion of property management)]

WHEN PERFORMANCE IS COMPLETE ON THIS PURCHASE ORDER, SELLER SHALL EXECUTE AND FORWARD TO THE BUYER THREE COPIES OF THE 'HAC AND/OR GOVERNMENT PROPERTY ACCOUNT SUMMARY AND CERTIFICATE OF DISPOSITION', ATTACHED.

TP-202 SPECIAL TOOLING/TEST EQUIPMENT
[recommended for use on complex high dollar orders which could require the use of ST/STE]

UNLESS CALLED OUT AS A SEPARATE AND SPECIFIC ITEM IN THIS SUBCONTRACT, SELLER CERTIFIES THAT SPECIAL TOOLING AND/OR SPECIAL TEST EQUIPMENT AS DEFINED IN DAR SECTION 13-101.5 AND 13-101.6 (OR, NASA PR 13-101.5 AND 13-101.6, OR FAR 52.245-17 AND 52.245-18, AS APPROPRIATE UNDER THE TERMS OF THE APPLICABLE PRIME CONTRACT) IS NOT REQUIRED FOR THE PERFORMANCE HEREOF AND NO COSTS THEREFORE SHALL BE CHARGED AGAINST OR INCLUDED IN THIS SUBCONTRACT.

TP-203 SPECIAL TOOLING/TEST EQUIPMENT
[use when it is known that furnished property is to be returned to Buyer]

WITHIN TWO (2) WEEKS AFTER COMPLETION OF AND DELIVERY OF ALL ARTICLES UNDER THIS PURCHASE ORDER, ALL HAC/GOVERNMENT FURNISHED TOOLING/TEST EQUIPMENT AND/OR ITEMS OF IMPLEMENTATION ACCOUNTABLE HEREUNDER MUST BE RETURNED TO THE BUYER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF PURCHASE ORDER ATTACHMENT PF-03 UNLESS OTHER DISPOSITION INSTRUCTIONS.

TP-204 SPECIAL TOOLING/TEST EQUIPMENT
[use to authorize use of property accountable under a different order - caution: insure such alternate use is authorized by the Customer, if applicable, and note that this clause authorizes "use" only, not "rent free use"]

AUTHORITY IS HEREBY GRANTED FOR THE GOVERNMENT/HAC SPECIAL TOOLS/TEST EQUIPMENT ACCOUNTABLE ON PURCHASE ORDER _____ TO BE USED IN

PERFORMANCE OF THIS PURCHASE ORDER UNDER CONTROL REQUIREMENTS OF ATTACHMENT PF-03. TOOL NUMBER(S): _____

TP-205 SPECIAL TOOLING/TEST EQUIPMENT

[use to transfer accountability for ST/STE from one order to another]

THE ABOVE LISTED GOVERNMENT/HAC SPECIAL TOOLING/TEST EQUIPMENT IS TRANSFERRED FOR ACCOUNTABILITY PURPOSES FROM PURCHASE ORDER _____ TO PURCHASE ORDER _____, AND AUTHORITY IS GRANTED FOR USE OF THIS SPECIAL TOOLING IN PERFORMANCE OF THIS PURCHASE ORDER IN COMPLIANCE WITH ATTACHMENT PF-03.

TP-206 PROPERTY RETENTION BY SELLER

[use when accountable (furnished or acquired) property will remain in seller's possession after completion of performance - use of ORR # or other tracking identification of the property is desirable]

(1/1/97) UNTIL BUYER ADVISES OTHERWISE, SELLER SHALL, AT ITS OWN EXPENSE, STORE AND MAINTAIN ALL PROPERTY ACCOUNTABLE HEREUNDER PER ATTACHMENT PF-03

(pre 1/1/97 version)

SPECIAL TOOLING/TEST EQUIPMENT LISTED ON ORR # _____ TO REMAIN IN POSSESSION OF SELLER UNTIL DISPOSITION INSTRUCTIONS ARE FURNISHED BY BUYER. TOOLING SHALL BE STORED AND MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS OF ATTACHMENT PF-03 AT NO ADDITIONAL EXPENSE TO THE GOVERNMENT AND/OR HAC. CORRESPONDENCE FROM SELLER TO BUYER REGARDING THE SPECIAL TOOLING/TEST EQUIPMENT ON THIS ORDER MUST INCLUDE THE BUYER ASSIGNED TOOL IDENTIFICATION NUMBER.

TP-207 SPECIAL TOOLING/TEST EQUIPMENT

[not for use on/after 1/1/97 (combined with TP-206)]

ABOVE LISTED HAC/GOVERNMENT TOOLING/TEST EQUIPMENT TO REMAIN IN POSSESSION OF SUPPLIER AND IS TO BE STORED AND MAINTAINED AT NO EXPENSE TO THE GOVERNMENT AND/OR HAC IN ACCORDANCE WITH ATTACHMENT PF-03 WHICH DOCUMENT IS ATTACHED HERETO AND MADE A PART OF THIS PURCHASE ORDER. TOOLING/TEST EQUIPMENT SUBJECT TO RECALL UPON RECEIPT OF INSTRUCTIONS FURNISHED BY BUYER IN WRITING.

TP-208 SPECIAL TOOLING/TEST EQUIPMENT

[use where it is industry practice for Seller to retain title to tooling paid for by Buyer]

THE HEREINABOVE STATED TOTAL PRICE OF \$ _____ INCLUDES AN AMOUNT OF \$ _____ FOR (ITEM) _____ FOR PART NUMBER _____ TITLE TO THIS _____, BY _____

PRACTICE OF THE INDUSTRY, SHALL REMAIN IN THE SELLER BUT THE _____ SHALL BE FABRICATED OR PROCURED OF SUFFICIENT DURABILITY AND QUANTITY TO SUPPORT A DELIVERY RATE OF _____ PIECES PER MONTH FOR A PERIOD OF THREE YEARS. IT IS PROVIDED FURTHER, HOWEVER, THAT THE BUYER SHALL HAVE NO OBLIGATION TO BUY ANY ADDITIONAL QUANTITIES OF THE HEREIN-DESCRIBED SUPPLIES BUT MAY DO SO ACCORDING TO ANY SUBSEQUENT PURCHASE ORDERS ISSUED BY THE BUYER AND ACCEPTED BY THE SELLER. THERE SHALL BE NO COST TO THE BUYER OR THE U.S. GOVERNMENT FOR USE OF SAID _____ IN ANY SUBSEQUENT PURCHASE ORDERS OF THE BUYER DURING SAID THREE YEAR PERIOD. SELLER SHALL NOT USE THE _____ FOR MANUFACTURING SUPPLIES FOR ANY OTHERS WITHOUT WRITTEN APPROVAL BEFOREHAND FROM THE BUYER. AT THE END OF SAID THREE YEAR PERIOD, SELLER SHALL NOTIFY BUYER IN WRITING BEFORE DISPOSING OF THE SAID _____ AND AT THE OPTION OF THE BUYER, THE BUYER MAY PURCHASE THE SAID _____ AT ITS VALUE AT THAT TIME AT A PRICE NOT TO EXCEED ONE-THIRD OF ITS PROCUREMENT PRICE OF \$_____.

TP-209 SAMPLE CLAUSE - WITH MOLD

[use as applicable where 1st articles (test samples) are required (see TP-210 also)]

THIS PURCHASE ORDER IS ISSUED TO OBTAIN SAMPLES FOR QUALIFICATION PURPOSES. PRODUCTION AUTHORIZED IS LIMITED TO ONLY THE QUALIFICATION SAMPLES SHOWN AS ITEM 1.

NO PRODUCTION OF PARTS UNDER ITEM 2 IS AUTHORIZED AT THIS TIME. AUTHORIZATION FOR PRODUCTION OF ITEM 2 CAN ONLY BE MADE BY WRITTEN CHANGE NOTICE ISSUED UNDER THIS PURCHASE ORDER AND NO AUTHORIZATION FOR PRODUCTION WILL BE RELEASED IN THE EVENT SELLER'S SAMPLE PARTS FAIL IN QUALIFICATION TESTING. BUYER ASSUMES NO RESPONSIBILITY FOR ANY PARTS PRODUCED IN EXCESS OF THE SAMPLE QUANTITY REQUIRED FOR ITEM 1.

UPON SUBMISSION OF THE SAMPLES CALLED FOR UNDER ITEM ONE (1), IF UTILIZATION OF MULTIPLE CAVITY OR MORE THAN ONE PATTERN IS CONTEMPLATED THE SAMPLES MUST BE SUPPLIED IN EQUAL NUMBERS FROM EACH CAVITY OR PATTERN TO THE EXTENT POSSIBLE AND MUST BEAR READILY IDENTIFIABLE MARKING INDICATING THE CAVITY OR PATTERN NUMBER.

TP-210 SAMPLE CLAUSE - WITHOUT MOLD

[use as applicable where 1st articles (test samples) are required (see TP-209 also)]

NO PRODUCTION OF PARTS UNDER ITEM 2 IS AUTHORIZED AT THIS TIME. AUTHORIZATION FOR PRODUCTION OF ITEM 2 CAN ONLY BE MADE BY WRITTEN CHANGE NOTICE ISSUED UNDER THIS PURCHASE ORDER AND NO AUTHORIZATION FOR PRODUCTION WILL BE RELEASED IN THE EVENT SELLER'S SAMPLE PARTS FAIL IN

QUALIFICATION TESTING. BUYER ASSUMES NO RESPONSIBILITY FOR ANY PARTS PRODUCED IN EXCESS OF THE SAMPLE QUALITY REQUIRED FOR ITEM 1.

TP-212 TOOL DESIGN/PHOTOGRAPHS ON OUTSIDE RECEIVING REPORT

[use where Seller is acquiring or fabricating ST/STE for Buyer]

THE TOOL DESIGN/PHOTOGRAPHS REQUIRED BY THIS PURCHASE ORDER SHALL ACCOMPANY THE HAC ACCEPTED OUTSIDE RECEIVING REPORT (ORR), HAC FORM NUMBER 14429T. PAYMENT FO TOOLING FABRICATED UNDER THIS ORDER SHALL BECOME DUE ONLY AFTER ACCEPTANCE BY BUYER OF THE TOOL DESIGNS/PHOTOGRAPHS REQUIRED HEREUNDER. WHEN PHOTOGRAPHS ARE USED, THEY SHALL MEASURE A MINIMUM OF 5" X7" AND A MAXIMUM OF 8" X10." IF THIS PRESENTS AN UNDUE HARDSHIP TO PROVIDE PHOTOS IN A TIMELY MANNER, OTHER SIZES WILL BE ACCEPTABLE. THE TOOL NUMBER MUST BE VISIBLE AND A STANDARD MEASURING INSTRUMENT SUCH AS A 12 INCH SCALE SHALL BE PHOTOGRAPHED WITH THE TOOL TO SHOW A SIZE COMPARISON.

TP-214 CERTIFICATION OF SPECIAL TOOL OWNERSHIP

[use where Seller is acquiring or fabricating ST/STE under other than a FFP prime]

THE BUYER CERTIFIES THAT THE SPECIAL TOOLING DESCRIBED HEREIN IS BEING PURCHASED FOR THE U.S. GOVERNMENT UNDER CONTRACT NO. AND THAT PURSUANT TO THE PROVISIONS OF THE CONTRACT, SUCH TOOLING SHALL BECOME THE PROPERTY OF THE GOVERNMENT UPON ACCEPTANCE BY BUYER AND TITLE TO ALL TOOLING UNDER THIS PURCHASE ORDER SHALL FORTHWITH VEST IN THE GOVERNMENT AT THE TIME OF ACQUISITION OF SUCH TOOLING.

TP-215 CERTIFICATION OF USE TAX CERTIFICATE

[not for use after 1/1/96 (tax # changed)]

THE BUYER HEREBY CERTIFIES THAT HUGHES AIRCRAFT COMPANY HOLDS VALID USE TAX CERTIFICATE OF REGISTRATION NUMBER 60-2065 AND THAT THE MACHINERY AND EQUIPMENT COVERED BY THIS ORDER WILL BE USED EXCLUSIVELY FOR MANUFACTURING AND PROCESSING TANGIBLE PERSONAL PROPERTY AND IS, THEREFORE, EXEMPT FROM THE GROSS INCOME AND USE TAX.

TP-216 SALES TAX CLARIFICATION

[NOT FOR USE ON/AFTER 8/1/98]

[use for indirect service orders where material will be a significant element of cost]

SUPPLIER'S INVOICE IS TO SHOW COST OF LABOR, AND MATERIAL AS SEPARATE ITEMS. SALES TAX IS APPLICABLE TO THE MATERIAL CHARGES ONLY.

TP-218 ACCEPTANCE TESTING

[use as applicable]

THIS MACHINE IS NOT TO BE SHIPPED UNTIL ALL ASSOCIATED TOOLING HAS BEEN PROVEN-IN AT SELLER'S FACILITY. ADDITIONALLY, THE MACHINE WILL BE DEMONSTRATED TO BUYER FOR AN EIGHT (8) HOUR PERIOD AT SELLER'S FACILITY SO AS TO DEMONSTRATE THE FUNCTIONS AND CYCLING OF THE MACHINE. THIS IS TO SATISFY THE PRELIMINARY TEST ACCEPTANCE. FINAL TEST ACCEPTANCE AT HAC TUCSON.

TP-219 PRODUCTION AUTHORIZATION

[use to authorize production where 1st article (test samples) were required]

CHANGE ORDER _____ IS ISSUED PURSUANT TO THE PROVISIONS OF THE BASIC ORDER TO AUTHORIZE PRODUCTION UNDER ITEM 2.

TP-220 INVOICING AGAINST PURCHASE AGREEMENTS

[use as applicable]

INVOICES SUBMITTED AGAINST THIS PURCHASE AGREEMENT MUST BE CLEARLY MARKED "ORIGINALS" THAT REFLECT THIS PURCHASE ORDER NUMBER, THE RELEASE NUMBER AND , IF APPLICABLE, THE P.O. ITEM NUMBER, AS WELL AS OTHER PERTINENT DATA.

TP-221 TOOLING INSPECTION REPORT

[use as applicable]

SUPPLIER MUST FURNISH INSPECTION REPORT WITH EACH SHIPMENT.

TP-222 PHOENIX GFP CERTIFICATION

[not for use on/after 1/1/96]

CONFIGURATION CERTIFICATION MUST BE IDENTIFIED AS "PHOENIX GFP".

TP-223 PRIME CONTRACT INFORMATION

[use for U.S.Government orders where we are not the prime contractor]

THIS (PURCHASE ORDER - SUBCONTRACT) IS ISSUED UNDER SUBCONTRACT(S)
_____ ISSUED UNDER GOVERNMENT PRIME CONTRACT(S)
_____.

TP-308 HAZARDOUS MATERIAL
[use as applicable]

IT IS THE SELLER'S RESPONSIBILITY TO PACKAGE, LABEL AND SHIP IN ACCORDANCE WITH LATEST DEPARTMENT OF TRANSPORTATION REGULATIONS AS CONTAINED IN CFR 49, PARTS 100-199.

TP-309 HAZARDOUS MATERIAL - INTERNATIONALLY BY COMMERCIAL AIR CARRIER
[use as applicable]

IT IS THE SELLER'S RESPONSIBILITY TO SHIP IN ACCORDANCE WITH I.A.T.A. RESTRICTED ARTICLES TARIFF AND DEPARTMENT OF TRANSPORTATION REGULATIONS AS CONTAINED IN CFR 49, PARTS 100-199.

TP-314 "WORK TRANSFER AGREEMENT"
[Not for use after 12/17/98 Merger]

[use for all IOTs, except those to PHI, issued at other than price]
IN THIS WAD DOCUMENT, THE TERM "PURCHASE ORDER" REFERS TO "WAD," AND "PRICE" REFERS TO "COST". THE RECEIVER AGREES TO PROVIDE CUMULATIVE ACTUAL COSTS ON A MONTHLY BASIS AND AN EAC AT TIME OF CONTRACT NEGOTIATIONS. BOTH ITEMS WILL BE SUBMITTED BY ELEMENT OF COST. RECEIVER FURTHER AGREES TO PROVIDE AN EXPENDITURE SCHEDULE, WHICH REFLECTS TOTAL EXPENDITURES BY MONTH FOR THE FULL PERIOD OF PERFORMANCE. THIS REPORT IS REQUIRED BY THE GIVER 30 DAYS AFTER RECEIVER APPROVAL OF THIS WAD.

TP-315 TP-315 WAD, FIXED PRICE TYPE
[use ONLY for IOTs with legacy HAC organizations which are within RSC]

CORPORATE FINANCE PRACTICE 4-4-10, ATTACHMENT A, FIXED TYPE, WILL BE UTILIZED FOR THIS EFFORT.

TP-316 TP-316 WAD, COST TYPE
[use ONLY for IOTs with legacy HAC organizations which are within RSC]

CORPORATE FINANCE PRACTICE 4-4-10, ATTACHMENT A, COST TYPE, WILL BE UTILIZED FOR THIS EFFORT.

TP-317 TP-371 MATERIAL SAFETY DATA SHEET SUBMISSION
[not for use (no text present)]

TP-319 INSPECTION RIGHTS

[use as applicable where non-Government General Provisions are used]

IN ADDITION TO AND NOT IN LIMITATION OF THE PROVISIONS OR QUALITY ATTACHMENTS INCORPORATED BY REFERENCE IN THIS ORDER, BUYER AND BUYER'S CUSTOMER PERSONNEL MAY INSPECT THE WORK HEREUNDER AT ALL REASONABLE TIMES. THE SELLER SHALL INCLUDE THIS PROVISION IN ALL SUBCONTRACTS EXECUTED HEREUNDER.

TP-321 GENERAL PROVISIONS - 7-104.9(L) IDENT. OF TECH. DATA

[not for use on/after 1/1/96 (outdated regulation)]

THE FOLLOWING DAR/ASPR CLAUSE IS HEREBY INCORPORATED BY REFERENCE UNDER PROVISION 17(A) OF THE BUYER'S PURCHASE ORDER GENERAL PROVISIONS. IDENTIFICATION OF TECHNICAL DATA 7-104.9 (L) (1972 APRIL).

TP-323 CAPITAL EQUIPMENT INSTALLATION INFORMATION

[use as applicable]

SUPPLIER SHALL FURNISH EQUIPMENT ENGINEERING, HUGHES AIRCRAFT COMPANY INSTALLATION INFORMATION 30 DAYS AFTER RECEIPT OF ORDER. THIS SHALL INCLUDE PHYSICAL LOCATION, SIZE, INPUT AND OUTPUT REQUIREMENTS FOR ELECTRICITY, GAS, WATER, INERT GASES, AIR DRAINS, AND EXHAUSTS. ALSO INCLUDED SHALL BE WEIGHT AND MOUNTING REQUIREMENTS INCLUDING FOUNDATION SPECIFICATIONS AS NEEDED. DISCONNECTS SHALL BE SPECIFIED AS TO SIZE. INTERCONNECTING WIRING BETWEEN UNITS SHALL BE FULLY DOCUMENTED, OTHER WISE IT WILL BE ASSUMED THE SUPPLIER WILL PERFORM THE WORK. THE ABOVE IS TO BE FURNISHED IN NARRATIVE FORM OR ON EQUIPMENT DRAWINGS AS FOUND PRACTICABLE BY THE SUPPLIER.

TP-324 UNAUTHORIZED DELIVERIES

[use in all major subcontracts in excess of \$100K. - automatic in HTMS]

SELLER AGREES THAT DELIVERY OF UNITS WILL NOT BE MADE MORE THAN 30 CALENDAR DAYS BEFORE THE STARTED DATES FOR DELIVERY HEREIN UNLESS AUTHORIZED TO DO SO, IN WRITING, BY THE BUYER PRIOR TO SHIPMENT. UNAUTHORIZED SHIPMENTS WILL BE RETURNED AT SELLER'S EXPENSE OR PAYMENT OF SELLER'S INVOICES WILL BE DEFERRED UNTIL PO DELIVERY DATE.

TP-325 SELLER'S LEAD TIME/LIABILITY

[use as applicable]

SELLER'S STATED LEAD TIME FOR THE ITEM(S) ON THIS PURCHASE ORDER IS _____ WEEKS AFTER RELEASE OF PURCHASE ORDER. IN CONSIDERATION OF BUYER'S ISSUANCE OF THIS PURCHASE ORDER, SELLER AGREES THAT BUYER SHALL HAVE NO LIABILITY FOR THE ITEM(S) ON THIS ORDER PRIOR TO _____

TP-329 PCA DPAS RATINGS

[(changed from the version shown in small print below on 6/1/96)]

[For use with PCAs which are in advance of an anticipated DPAS rating authorization]

DPAS RATINGS ASSOCIATED WITH PCA CONTRACT IDENTIFIERS (E.G. PCA 1234) ARE ANTICIPATED

Pre 6/1/96 version

TP-329 LONG LEAD FUNDING P.O. IN ANTICIPATION OF AN FFP GOVT. CONTRACT

[This version of TPA-329 existed prior to 1 Jun 96. The above version, although slightly different in text, is not different in context or meaning] [use as applicable where the DPAS rating is unknown alternatively the word "anticipated" in front of the DPAS rating in the rating block of the order may be used in lieu of this statement]

THIS RELEASE IS ISSUED UNDER PCA _____ (HAC LONG LEAD FUNDING) IN ANTICIPATION OF AN FFP GOVERNMENT CONTRACT. THE PRIORITY RATING WILL BE INCLUDED WHEN THE GOVERNMENT CONTRACT IS ISSUED.

TP-330 SUBC PLAN FOR SMALL BUS/SMALL DISAD. BUS

[not for use on/after 1/1/96 (outdated)]

1. SELLER'S SUBCONTRACTING PLAN NUMBER _____, DATED _____ IS INCORPORATED IN THIS PURCHASE ORDER BY THIS REFERENCE.

2. INDIVIDUAL GOALS AS STATED IN SELLER'S SUBCONTRACTING PLAN ARE:

A. GOAL FOR SMALL BUSINESS CONCERNS IS _____ PERCENT OF THE TOTAL PLANNED SUBCONTRACT AMOUNT OF \$ _____ THIS IS AN ANTICIPATED TOTAL DOLLAR VOLUME OF EXPECTED AWARDS TO SMALL BUSINESS BY SELLER OF \$ _____.

B. GOAL FOR SOCIALLY AND ECONOMICALLY DISADVANTAGED BUSINESS CONCERNS IS _____ PERCENT OF THE TOTAL PLANNED SUBCONTRACT AMOUNT OF \$ _____. THIS IS AN ANTICIPATED TOTAL DOLLAR VOLUME OF EXPECTED AWARDS TO SMALL DISADVANTAGED BUSINESS CONCERNS BY SELLER OF \$ _____.

TP-370 MATERIAL SAFETY DATA SHEET SUBMISSION

[use as applicable]

TO ASSURE POSITIVE AND COMPLETE COMPLIANCE WITH 29 CFR 1910.1200 HAZARD COMMUNICATION, YOU MUST WITH YOUR QUOTATION/PROPOSAL IDENTIFY IN WRITING ANY ITEMS WHICH YOU PROPOSE TO SUPPLY WHICH ARE HAZARDOUS CHEMICALS OR A MIXTURE CONTAINING ONE OR MORE HAZARDOUS CHEMICALS. THE WORDS "HAZARDOUS CHEMICAL" ARE DEFINED BY 29 CFR 1910.1200 TO MEAN "ANY CHEMICAL WHICH IS A PHYSICAL HAZARD OR A HEALTH HAZARD." IF YOU ARE AWARDED A PURCHASE ORDER (PO) AS A RESULT OF THIS SOLICITATION, YOU MUST PROMPTLY FORWARD A COPY OF EACH APPLICABLE MATERIAL SAFETY DATA SHEET TO THE FOLLOWING ADDRESS:

HUGHES MISSILE SYSTEMS COMPANY
ENVIRONMENTAL, HEALTH AND SAFETY OFFICE
BLDG. 801, M/S N-12
P.O. BOX 11337

TUCSON, ARIZONA 85734

EACH MATERIAL SAFETY DATA SHEET PROVIDED MUST BE ANNOTATED WITH THE PO NUMBER AND ITEM DESCRIPTION FOR WHICH THE SHEET IS PROVIDED. ALL SHIPMENTS OF HAZARDOUS CHEMICALS MUST BE IN PROPERLY LABELED CONTAINERS.

TP-371 TP-371 MATERIAL SAFETY DATA SHEET SUBMISSION
[use for orders for supplies - automatic in HTMS except for NAMS POs]

SELLER HEREBY CERTIFIES THAT HE HAS NOTIFIED BUYER IN WRITING OF ANY HAZARDOUS CHEMICALS OR MIXTURES CONTAINING ONE OR MORE HAZARDOUS CHEMICALS WHICH ARE TO BE PROVIDED UNDER THIS PURCHASE ORDER (PO). "HAZARDOUS CHEMICALS" ARE DEFINED IN 20 CFR. 1910.1200 AS "ANY CHEMICAL WHICH IS A PHYSICAL HAZARD OR A HEALTH HAZARD." AS TO EACH ITEM TO BE PROVIDED BY SELLER UNDER THIS PO WHICH IS IDENTIFIED AS A HAZARDOUS CHEMICAL, SELLER SHALL:

1. PROMPTLY, BUT IN ANY EVENT PRIOR TO THE FIRST SHIPMENT, MAIL TO THE FOLLOWING ADDRESS A COPY OF THE MATERIAL SAFETY DATA SHEET FOR EACH SUCH ITEM. (NOTE: SEE (4) BELOW.)
RAYTHEON MISSILE SYSTEMS COMPANY
ENVIRONMENTAL, HEALTH AND SAFETY OFFICE
BLDG. 801, M/S N-12
P.O. BOX 11337
TUCSON, ARIZONA 85734
2. SHIP EACH SUCH ITEM IN A PROPERLY LABELED CONTAINER.
3. PROMPTLY NOTIFY BUYER IN WRITING OF ANY CHANGES TO THE MATERIAL SAFETY DATA SHEETS PROVIDED.
4. IDENTIFY ON EACH MATERIAL SAFETY DATA SHEET (MSDS) PROVIDED THE HUGHES PURCHASE ORDER NUMBER AND ITEM NUMBER THAT THE MSDS REFERS TO.

TP-400 CHANGE NOTICE "OA"
[use as applicable]

ORIGINAL PURCHASE ORDER REMAINS AS ISSUED EXCEPT FOR AMENDMENTS INCORPORATED BY THIS CHANGE "OA".

TP-401 [change notice "ob"]
[use as applicable]

PURCHASE ORDER AS ORIGINALLY ISSUED AND AMENDED BY CHANGE "OA," IS CHANGED ONLY TO INCORPORATE THE AMENDMENTS MADE BY THIS CHANGE "OB".

TP-402 CHANGE NOTICES BEYOND "OB"
[use as applicable]

PURCHASE ORDER AS ORIGINALLY ISSUED AND AMENDED BY CHANGES "OA" THROUGH "_____", IS CHANGED ONLY TO INCORPORATE THE AMENDMENTS MADE BY THIS CHANGE "_____."

TP-403 TEST EQUIPMENT REQUIREMENT
[use for all R&D RFQs and wherever the possibility of the need for STE is likely]

IF YOUR QUOTATION OR PROPOSAL SEEKS FUNDING FOR THE PROCUREMENT OR CONSTRUCTION OF SPECIAL TEST EQUIPMENT, SUCH ITEMS AND THE COST THEREOF MUST BE SHOWN AS A SEPARATE LINE ITEMS IN YOUR QUOTATION OR PROPOSAL. ALL REQUESTS FOR FUNDING FOR AND CONSTRUCTION OF SPECIAL TEST EQUIPMENT MUST COMPLY WITH THE REQUIREMENTS OF HUGHES AIRCRAFT COMPANY TEST EQUIPMENT SPECIFICATION (TES) 1059276. A COPY OF SAID SPECIFICATION IS AVAILABLE ON REQUEST FROM THE BUYERS.

TP-410 PART NUMBER SUFFIX CODE "V"
[use as applicable]

"THE PART NUMBER SUFFIX CODE "V" IS AN INTERNAL SUFFIX WHICH INDICATES SUBJECT PART NUMBER(S) ARE VENDOR FURNISHED. SELLER WILL DISREGARD SUFFIX CODE WHEN PRODUCING AND MARKING PARTS.

TP-415 PURCHASE AGREEMENT AUDIT
[use for other than FFP agreements or where "other than Buyers" will make releases]

"IF, AFTER AUDIT OF TWENTY-FIVE PERCENT (25%) OR MORE OF THE TOTAL DOLLARS INVOICED FOR THE SPECIFIC AUDIT PERIOD, IT IS DETERMINED THAT PRICING ERRORS EXIST, IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE ERROR FACTOR WILL BE

EXTRAPOLATED OVER THE UNAUDITED BILLINGS. SELLER MAY ELECT TO PERFORM A REVIEW OF THE AUDITED INVOICES REFERRED TO IN BUYER'S AUDIT REPORT. WITHIN THIRTY (30) DAYS OR SUCH ADDITIONAL TIME THEREAFTER AS BUYER MAY AGREE AS REASONABLE, SELLER MAY BRING TO BUYER'S ATTENTION ERRORS OF DISCREPANCIES, IF ANY, IN BUYER'S AUDIT FINDINGS. THE ERROR FACTOR WILL THEN BE ADJUSTED AS REQUIRED. SELLER SHALL PROMPTLY THEREAFTER SUBMIT PROPER DEBIT OR CREDIT MEMOS IN ACCORDANCE WITH THE INSTRUCTIONS OF THE BUYER."

TP-423 SECURITY REQUIREMENT FOR REPAIR/REWORK PURCHASE ORDERS
[use for repair/rework where the original order had a DD 254]

THE PARTS OR SUPPLIES FURNISHED FOR REPAIR OR REWORK HEREUNDER WERE ORIGINALLY PURCHASED FROM SELLER UNDER BUYER'S PURCHASE ORDER # _____, AND ALL TERMS AND CONDITIONS CONTAINED IN SAID PURCHASE ORDER, INCLUDING DD. FORM 254, "CONTRACT SECURITY CLASSIFICATION SPECIFICATION," DATED _____, ARE INCORPORATED HEREIN BY REFERENCE.

TP-430 GOVERNMENT AND INDUSTRY DOCUMENTS.
[use as applicable]

MILITARY, FEDERAL AND INDUSTRY ASSOCIATION (E.G., NAS, SAE) STANDARDS AND SPECIFICATIONS OF THE ISSUE IN EFFECT ON THE DATE OF THE INVITATION TO BID OR REQUEST FOR PROPOSAL SHALL FORM A PART OF THE HUGHES AIRCRAFT COMPANY REQUIREMENT AND THIS AGREEMENT TO THE EXTENT SPECIFIED IN THIS PURCHASE ORDER OR ANY DRAWINGS OR SPECIFICATIONS.

TP-431 CALIBRATION OF RENTED TEST EQUIPMENT
[use as applicable]

SELLER AUTHORIZES BUYER TO INSPECT, CALIBRATE OR ADJUST THE EQUIPMENT LEASED OR RENTED HEREUNDER.

TP-433 "SUBCONTRACT MANAGEMENT"
[use as directed]

THE PRIME CONTRACT UNDER WHICH THIS SUBCONTRACT IS ISSUED PROVIDES FOR THE DESIGNATION OF CERTAIN SUBCONTRACTS AS "MAJOR/CRITICAL" BASED UPON THEIR POTENTIAL IMPACT ON THE PROGRAM DUE TO COST, SCHEDULE AND FOR TECHNICAL PERFORMANCE PROBLEMS. IN THE EVENT THIS SUBCONTRACT IS SO DESIGNATED, THE SELLER HEREBY AGREES THAT THE FOLLOWING SUBCONTRACT MANAGEMENT CONTROLS MAY BE IMPOSED BY THE BUYER UNTIL THIS SUBCONTRACT IS REMOVED FROM THE "MAJOR/CRITICAL" CATEGORY:

1. REPORTING BY SELLER AT REGULAR INTERVALS ON EXISTING AND POTENTIAL TECHNICAL, QUALITY, COST (IF APPROPRIATE) AND SCHEDULE PROBLEMS AND OF SELLER'S PROPOSED SOLUTIONS FOR THEIR RESOLUTION.
2. PERIODIC PROGRAM REVIEW BETWEEN BUYER AND SELLER, ATTENDED BY USAF REPRESENTATIVE'S AT THEIR ELECTION.
3. VISITS TO SELLER'S FACILITIES (WITH ADVANCE NOTIFICATION) BY BUYER AND/OR REPRESENTATIVES OF BUYER'S CUSTOMER.

IT IS NOTED THAT SURVEILLANCE OF THIS SUBCONTRACT BY THE GOVERNMENT IS NOT INTENDED TO ESTABLISH PRIVACY OF CONTRACT BETWEEN THE GOVERNMENT AND THE SUBCONTRACTOR.

TP-435 EXPIRATION OF DATA RIGHTS
[not for use on/after 1/1/96 (outdated)]

AFSC SUPPLEMENT TO DOD FAR SUPPLEMENT 52.227.9000 (AS SET FORTH IN THE U.S. GOVERNMENT PRIME CONTRACT NOTED ON THE FACE OF THIS ORDER) IS INCORPORATED HEREIN BY REFERENCE.

TP-440 PREMIUM TIME PROVISION
[use where premium/expedite costs are negotiated]

THIS ORDER PROVIDES FOR PAYMENT OF A PREMIUM CHARGE TO ENABLE SELLER TO MEET THE REQUIRED DELIVERY DATE. SHOULD SELLER FAIL TO DELIVER THE ITEMS TO BUYER AT THE REQUIRED DESTINATION BY REQUIRED DELIVERY DATE, PREMIUM CHARGE WILL BE DEEMED FORFEITED BY SELLER AND DISALLOWED BY BUYER, AND A CHANGE ORDER MAY BE ISSUED BY BUYER TO DELETE THE PROVISION FOR PAYMENT OF SUCH PREMIUM.

TP-441 DELIVERY/SHIP DATE CLARIFICATION
[since this statement contractually shifts the delivery schedule for an FOB source (vendor's plant) PO from destination to source, it should only be used after transit times are taken into account in establishing the scheduled]

SINCE THE F.O.B. POINT FOR THIS PURCHASE ORDER IS SELLERS PLANT, THE SCHEDULE DATE INDICATES THE SHIP DATE FROM THE SELLER'S DOCK REQUIRED TO ENSURE COMPLIANCE WITH MANUFACTURING SCHEDULES. SHIP MATERIAL ON THE SHIPPING DATE SCHEDULE LISTED AFTER EACH ITEM.

TP-442 "TO BE DETERMINED" DEFINITION
[use as applicable]

"TO BE DETERMINED" IS SUBSTITUTED FOR A DELIVERY SCHEDULE WHEN THE DELIVERY SCHEDULE IS CONTINGENT UPON AN ACTION BY BUYER AND THE DATE SUCH ACTION IS TO BE COMPLETED CANNOT BE DETERMINED WHEN THE PURCHASE

ORDER/CHANGE NOTICE IS ISSUED. IN SUCH A CASE, UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, THE SELLER'S LEAD TIME FOR DELIVERY WILL NOT BE ANY LONGER THAN THAT PREVIOUSLY AGREED TO. AT THAT TIME, A CHANGE NOTICE WILL BE ISSUED BY BUYER TO REESTABLISH DELIVERY DATES.

TP-443 PHOENIX MISSILE PROGRAM CLAUSE FOR NONSTANDARD PARTS
[not for use on/after 1/1/96]

“SELLER COULD RECEIVE AN ORDER FOR ONE OR MORE OF THE ITEMS LISTED ON THIS PURCHASE ORDER FROM ANOTHER PHOENIX MISSILE PRIME CONTRACTOR DURING THE PERFORMANCE PERIOD OF THIS PURCHASE ORDER. IN THE EVENT SUCH CONCURRENT OR OVERLAPPING ORDERS ALLOW COSTS SAVINGS TO SELLER DUE TO THE COMBINED QUANTITY, IN CONSIDERATION OF THE ISSUANCE OF THIS PURCHASE ORDER, SELLER AGREES TO ADVISE BUYER AND ENTER INTO GOOD FAITH RENEGOTIATIONS OF THE PRICE OF THIS PURCHASE ORDER COMMENSURATE WITH A COMBINED QUANTITY.”

TP-447 PROOF OF INSURANCE
[use as desired when GL-14 is used}]

PROOF OF INSURANCE AS SPECIFIED IN ATTACHMENT GL-14 MUST BE IN POSSESSION OF BUYER BEFORE SELLER IS AUTHORIZED TO PERFORM WORK ON SITE AT HAC, TUCSON, ARIZONA.

TP-448 PURCHASE AGREEMENT INVOICES
[use as negotiated]

INVOICES NOT RECEIVED OR BROUGHT TO THE ATTENTION OF THE PURCHASE AGREEMENT ADMINISTRATOR WILL BE CLOSED OUT OF THE SYSTEM 6 MONTHS AFTER RECEIPT OF PRODUCT/SERVICE.

TP-449 SUPPLIER CHARGE-BACK
[use for warranty work]

THE LISTED ITEM(S) IS(ARE) BEING RETURNED TO YOU FOR REWORK/REPLACEMENT OF DEFECTS UNDER PROVISIONS OF THE WARRANTY CLAUSE OF THIS PURCHASE ORDER. YOUR ACCOUNT IS BEING DEBITED IN THE AMOUNT OF \$_____.

TP-450 SECURITY
[use in solicitations where Seller will require access to classified]

IN RESPONSE TO THIS SOLICITATION, ACCESS TO CLASSIFIED INFORMATION OR MATERIAL THROUGH THE LEVEL OF _____ WILL BE REQUIRED. DD FORM 254, 'CONTRACT SECURITY CLASSIFICATION SPECIFICATION,' DATED _____, IS MADE A PART OF THIS REQUEST FOR QUOTATION.

TP-451 SECURITY

[use for orders involving classified information]

IN THE PERFORMANCE OF THIS PURCHASE ORDER, ACCESS TO CLASSIFIED INFORMATION OR MATERIAL THROUGH THE LEVEL OF _____ WILL BE REQUIRED. DD FORM 254, "CONTRACT SECURITY CLASSIFICATION SPECIFICATION," DATED _____, IS MADE A PART OF THIS ORDER.

TP- 452 RESTRICTIONS ON CONTRACTING WITH TOSHIBA CORPORATION

[not for use on/after 1/1/96 (no longer applies)]

"THE PRIME CONTRACT UNDER WHICH THIS PURCHASE ORDER IS ISSUED CONTAINS A PROVISION WHICH RESTRICTS THE DEPARTMENT OF DEFENSE FROM PROCURING, EITHER DIRECTLY OR INDIRECTLY, ANY GOODS OR SERVICES FROM TOSHIBA CORPORATION OR KONGSBERG VAPENFABRIKK OR THEIR RESPECTIVE SUBSIDIARIES. OFFERORS/SUBCONTRACTORS ARE HEREBY ADVISED OF THIS PROHIBITION AND THE REQUIREMENT FOR STRICT ADHERENCE TO THE PROVISIONS OF DFARS 52.225-7027 (RESTRICTIONS ON CONTRACTING WITH TOSHIBA CORPORATION OF KONGSBERG VAPENFABRIKK, MARCH 1988) IN THE PERFORMANCE OF SUBCONTRACTS UNDER THE SUBJECT PRIME CONTRACT."

TP-453 TP-453 PURCHASE ORDER ATTACHMENTS

(Revision effective 8/21/99) [include in all POs – automatic in HTMS]

(9/1/99) IF THIS AWARD INCLUDES ATTACHMENT TC-001, THE LATEST ISSUE OF T-RMS IS ALSO INCLUDED UNLESS EITHER:

1. AN EARLIER ISSUE IS CITED, OR
2. THIS IS A MODIFICATION/CHANGE ORDER, IN WHICH CASE, EXISTING TERMS AND CONDITIONS REMAIN UNCHANGED UNLESS OTHERWISE STATED.

IF ATTACHMENT TC-001 IS NOT INCLUDED, UNLESS OTHERWISE STATED,

1. T-RMS DOES NOT APPLY, &
2. FOR MODIFICATIONS/CHANGE ORDERS, ANY TP STATEMENTS PREVIOUSLY INCLUDED CONTINUE TO APPLY AND REMAIN UNCHANGED EVEN THOUGH SOME NO LONGER PRINT IN FULL TEXT.

APPLICABLE ENGINEERING/PURCHASE ORDER ATTACHMENTS/TP STATEMENTS ARE IN SELLER'S POSSESSION. IF NEEDED, OBTAIN HARD COPIES FROM BUYER, HOWEVER, MOST ARE ACCESSIBLE ON THE INTERNET WEB SITE AT THE FOLLOWING URL ADDRESS (NOTE ADDRESS ENTRY MUST BE ENTERED IN LOWER CASE):

[HTTP://WWW.RSCECOMMERCE.COM/TANDC](http://WWW.RSCECOMMERCE.COM/TANDC)

THIS VERSION IS NOT FOR USE O/AFTER 1 SEP 99. REPLACED BY 9/1/99 VERSION

(8/1/99) IF BUYER HAS INCLUDED RAYTHEON SYSTEMS COMPANY PURCHASE ORDER ATTACHMENT TC-001 HEREIN, T-RMS (8/99) IS ALSO INCLUDED. IF NOT, T-RMS DOES NOT APPLY &, UNLESS OTHERWISE STATED BY THE BUYER, ALL TP STATEMENTS REMAIN UNCHANGED EVEN THOUGH SOME NO LONGER PRINT IN FULL TEXT. FURTHER, IF THIS IS A CHANGE ORDER TO A PURCHASE ORDER CONTAINING AN EARLIER VERSION OF T-RMS, UNLESS THE BUYER STATES OR HAS STATED OTHERWISE, THE EARLIER VERSION OF T-RMS CONTINUES TO APPLY.

APPLICABLE ENGINEERING/PURCHASE ORDER ATTACHMENTS/TP STATEMENTS ARE IN SELLER'S POSSESSION. IF NEEDED, OBTAIN HARD COPIES FROM BUYER, HOWEVER, MOST ARE ACCESSIBLE ON THE INTERNET WEB SITE AT THE FOLLOWING URL ADDRESS (NOTE ADDRESS ENTRY MUST BE ENTERED IN LOWER CASE):

[HTTP://WWW.RSCECOMMERCE.COM/TANDC](http://WWW.RSCECOMMERCE.COM/TANDC)

THIS VERSION NOT FOR USE ON/AFTER 1 AUG 99. REPLACED BY 8/1/99 VERSION (6/1/99) IF BUYER HAS INCLUDED RAYTHEON SYSTEMS COMPANY PURCHASE ORDER ATTACHMENT TC-001 HEREIN, T-RMS (7/99) IS ALSO INCLUDED. IF NOT, T-RMS DOES NOT APPLY &, UNLESS OTHERWISE STATED BY THE BUYER, ALL TP STATEMENTS REMAIN UNCHANGED EVEN THOUGH SOME NO LONGER PRINT IN FULL TEXT. FURTHER, IF THIS IS A CHANGE ORDER TO A PURCHASE ORDER CONTAINING AN EARLIER VERSION OF T-RMS, UNLESS THE BUYER STATES OR HAS STATED OTHERWISE, THE EARLIER VERSION OF T-RMS CONTINUES TO APPLY.

APPLICABLE ENGINEERING/PURCHASE ORDER ATTACHMENTS/TP STATEMENTS ARE IN SELLER'S POSSESSION. IF NEEDED, OBTAIN HARD COPIES FROM BUYER, HOWEVER, MOST ARE ACCESSABLE ON THE INTERNET WEB SITE AT THE FOLLOWING URL ADDRESS (NOTE ADDRESS ENTRY MUST BE ENTERED IN LOWER CASE):

[HTTP://WWW.RSCECOMMERCE.COM/TANDC](http://www.rscecommerce.com/tandc)

(Revision effective 6/8/98 NO LONGER TO BE USED ON/AFTER 6/21/99 [include in all Pos - automatic in HTMS])

(6/8/98) APPLICABLE ENGINEERING/PURCHASE ORDER ATTACHMENTS ARE IN SELLER'S POSSESSION. IF NEEDED, OBTAIN HARD COPIES FROM BUYER, HOWEVER, MOST ARE ACCESSABLE ON THE INTERNET WEB SITE AT THE FOLLOWING URL ADDRESS (NOTE ADDRESS ENTRY MUST BE ENTERED IN LOWER CASE):

[HTTP://WWW.RSCECOMMERCE.COM/TANDC](http://www.rscecommerce.com/tandc)

(PRE 6/8/98 version)

APPLICABLE ENGINEERING/PURCHASE ORDER ATTACHMENTS ARE IN SELLER'S POSSESSION. IF NEEDED, OBTAIN HARD COPIES FROM BUYER, HOWEVER, MOST ARE ACCESSABLE ON THE INTERNET WEB SITE AT THE FOLLOWING URL ADDRESS (NOTE ADDRESS IS HTTPS, NOT HTTP AND ENTRY MUST BE ENTERED IN LOWER CASE):

[HTTPS://WWW.SCL.HUGHESCOMMERCE.COM/TANDC](https://www.scl.hughescommerce.com/tandc)

(Pre 1/6/98 version)

APPLICABLE PURCHASE ORDER ATTACHMENTS ARE IN THE SELLER'S POSSESSION. IF ADDITIONAL COPIES ARE NEEDED, CONTACT THE BUYER

TP-454 TP-454 ENGINEERING CONFIGURATION
[use for rework/repair orders]

THIS MATERIAL IS TO BE REWORKED TO PRINT, OR IF REWORK IS NOT FEASIBLE, REPLACED. REWORK OR REPLACEMENT SHALL BE TO THE HAC APPROVED CONFIGURATION. IN EITHER CASE, SUPPLIER MUST CLEARLY INDICATE ON THE PACKING SLIP WHETHER PARTS WERE REWORKED OR REPLACED. APPLICABLE ENGINEERING IS IN THE SUPPLIER'S POSSESSION. THE SUPPLIER MUST ADVISE THE BUYER IF ANY CHARGES ARE ANTICIPATED PRIOR TO THE START OF REWORK OR REPLACEMENT ACTIVITY.

TP-455 OVERAGE OR SHORT CLOSURE NOT ALLOWED
[use as desired for emphasis only]

SELLER MUST SHIP THE EXACT QUANTITY SHOWN ON THIS PURCHASE ORDER. NO OVERAGES OR SHORT CLOSURES WILL BE ACCEPTED WITHOUT PRIOR APPROVAL OF BUYER. (8/90)

TP-456 TUCSON PURCHASE AGREEMENT CLAUSE
[use as applicable]

DURING THE PERFORMANCE PERIOD OF THIS AGREEMENT, ANY PURCHASING AGENT OF HUGHES AIRCRAFT COMPANY MAY PURCHASE ANY OF THE SERVICES OR MATERIALS PROVIDED BY THIS AGREEMENT, UNDER THE TERMS, PRICE AND CONDITIONS OF THIS AGREEMENT.

TP-457 SUB-RELEASE CERTIFIED FOR NATIONAL DEFENSE USE
[use for agreements under which releases charged to the Government might be issued]

SUB-RELEASES AGAINST THIS PURCHASE AGREEMENT MAY BE CERTIFIED FOR NATIONAL DEFENSE USE. PROVISIONS OF THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (15 CFR 350) APPLY. THEREFORE, HUGHES AIRCRAFT COMPANY HEREBY INCORPORATES A DX/DO RATINGS INTO SUBJECT PURCHASE AGREEMENT. THE HUGHES AIRCRAFT RELEASER WILL ADVISE THE SUPPLIER VERBALLY OF THE PRIORITY RATING APPLICABLE TO EACH INDIVIDUAL SUB-ORDER RELEASE. WRITTEN ACKNOWLEDGMENT TO BUYER OF RECEIPT AND ACCEPTANCE OF EACH PURCHASE AGREEMENT SUB-ORDER RELEASE WITH A VALUE OF \$5,000 OR MORE IS REQUESTED WITHIN FIVE (5) WORKING DAYS.

TP-458 ADVANCE NOTIFICATION OF PRICE INCREASE
[use as desired for emphasis only]

UNLESS OTHERWISE AGREED BY BUYER AND SELLER, ALL PRICES WITHIN THIS AGREEMENT ARE FIRM FOR THE DURATION SPECIFIED ON THE AGREEMENT. SELLER MUST NOTIFY THE BUYER IN WRITING A MINIMUM OF 60 DAYS IN ADVANCE OF ANY PROPOSED PRICE INCREASE. A PRICE INCREASE WILL BECOME EFFECTIVE ONLY UPON WRITTEN APPROVAL BY BUYER.

TP-459 PURCHASE AGREEMENT INVOICES
[use as applicable]

INVOICES SUBMITTED AGAINST THIS PURCHASE AGREEMENT MUST BE CLEARLY MARKED "ORIGINALS" AND REFLECT THIS PURCHASE ORDER NUMBER, RELEASE NUMBER AND, IF APPLICABLE, THE P.O. ITEM NUMBERS, AS WELL AS OTHER PERTINENT

DATA. ITEMS NOT PAID MUST BE BROUGHT TO THE ATTENTION OF THE PURCHASE AGREEMENT ADMINISTRATOR WITHIN 6 MONTHS AFTER RECEIPT OF PRODUCT/SERVICE OR ITEM WILL DROP FROM OUR SYSTEM UNPAID.

TP-460 TP-460 DELIVERY POINT FOR HAZARDOUS CHEMICALS/FLAMMABLE/FROZEN MATERIALS
[use as applicable]

THE SUPPLIER IS INSTRUCTED TO DELIVER ALL HAZARDOUS CHEMICALS, FROZEN MATERIALS, FLAMMABLE PRODUCTS, AND COMPRESSED GAS CYLINDERS TO BUILDING 827C.

NOTE: DELIVERY OF THIS MATERIAL TO ANY OTHER BUILDING ON THE HUGHES TUCSON PLANT SITE MAY RESULT IN PENALTIES OF \$25,000 PER VIOLATION (PER DAY) AS A RESULT OF VIOLATIONS TO STATE AND FEDERAL REGULATIONS.

TP-461 TP-461 AMRAAM 6,000,000 SERIES DRAWINGS
[use as applicable]

THE TERM "OPTION 1", WHEN USED ON AMRAAM 6,000,000 SERIES ENGINEERING DRAWINGS OR ENGINEERING ORDERS (EO), DESCRIBES A HUGHES CONFIGURATION WHICH IS APPLICABLE TO THIS PURCHASE ORDER. "OPTION 2" CONFIGURATIONS ARE NOT PERMISSIBLE FOR THIS PROCUREMENT.

TP-462 TP-462 PROGRESS PAYMENTS
[used by Buyer to authorize progress payments to a supplier]

(22 FEB 99) FAR 52.232-16 "PROGRESS PAYMENTS" AND A RATE OF _____ PERCENT ARE HEREBY INCORPORATED.

[this version used prior to 3 Mar 99]
PROGRESS PAYMENTS AT THE RATE OF _____ PERCENT ARE HEREBY INCORPORATED.

TP-463 [delivery schedule]
[use when early delivery is permitted]

WHEN STATEMENT TP-324 IS LISTED IN THE PURCHASE ORDER, THIS STATEMENT SUPERSEDES TP-324. SHIP PART(S) PER DELIVERY SCHEDULE(S) OR SOONER.

TP-464 TP-464 ASSIGNMENT BY HUGHES AIRCRAFT COMPANY
[not for use on/after 1/1/96 (no longer needed)]

AT ANY TIME DURING THE CONTINUANCE OF THIS CONTRACT, HUGHES AIRCRAFT COMPANY AS "ASSIGNOR" SHALL HAVE THE RIGHT TO SELL, ASSIGN, TRANSFER, AND

SET OVER THIS CONTRACT WITH ALL OF ITS RIGHT, TITLE AND INTEREST THEREIN, TO A WHOLLY OWNED SUBSIDIARY OF ASSIGNOR. HUGHES MISSILE SYSTEMS COMPANY, AS "ASSIGNEE", AND ASSIGNEE SHALL ACQUIRE AND POSSESS ALL OF THE POWERS, RIGHTS AND INTERESTS OF ASSIGNOR THEREIN AND BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES THEREOF.

TP-465 TP-465 COMPANY NAME CHANGE

[include in all orders - automatic in TMS except for NAMS Pos]

(1/18/99) THIS PURCHASE ORDER IS AMENDED BY DELETING THE NAMES "HUGHES OR RAYTHEON MISSILE SYSTEMS COMPANY", WHEREVER IT APPEARS, AND SUBSTITUTING THEREFORE THE NAME "RAYTHEON COMPANY D.B.A. RAYTHEON SYSTEMS COMPANY"

(version affective 12/18/97 and superseded 1/18/99)

THIS PURCHASE ORDER IS AMENDED BY DELETING THE NAME "HUGHES MISSILE SYSTEMS COMPANY" WHEREVER IT APPEARS, AND SUBSTITUTING THEREFORE THE NAME "RAYTHEON MISSILE SYSTEMS COMPANY"

(PRE 12/18/97 VERSION)

THIS PURCHASE ORDER IS AMENDED BY DELETING THE NAME "HUGHES AIRCRAFT COMPANY" OR "MISSILE SYSTEMS GROUP" WHEREVER IT APPEARS, AND SUBSTITUTING THEREFORE THE NAME "HUGHES MISSILE SYSTEMS COMPANY."

[NOD #13 VERSION AFFECTIVE 12/22/97 BUT NOT USED BY HMSC BY SPECIFIC APPROVAL TO USE THE 12/18/97 VERSION BELOW]

SELLER IS ADVISED THAT THIS PURCHASE ORDER IS ENTERED INTO BY AND BETWEEN RAYTHEON COMPANY AND THE SELLER IDENTIFIED ON THE FACE HEREOF. THE PRE-PRINTED PORTIONS OF THIS PURCHASE ORDER AND RELATED ATTACHMENTS, SPECIFICATIONS, AND INSTRUCTIONS REFERRING TO HUGHES AIRCRAFT COMPANY AND/OR HUGHES MISSILE SYSTEMS COMPANY SHALL BE CONSTRUED TO BE THE PURCHASE ORDER, ATTACHMENTS, SPECIFICATIONS AND INSTRUCTIONS OF RAYTHEON COMPANY ACTING THROUGH ITS RAYTHEON SYSTEMS COMPANY BUSINESS ORGANIZATIONS.

TP-466 TP-466 PURCHASE AGREEMENT AUDIT PROVISIONS

[use for other than FFP agreements or where other than the Buyer may issue releases]

WITHIN SIX MONTHS OF EXPIRATION OF THIS AGREEMENT, BUYER MAY ELECT TO PERFORM AN AUDIT OF THE AUTHORIZED EXPENSES AS IDENTIFIED ON THE INVOICES SUBMITTED BY SELLER FOR PAYMENT. REVIEW OF SAID INVOICES MAY INCLUDE, BUT IT NOT LIMITED TO, TRAVEL EXPENSES, DOCUMENTATION VERIFYING LABOR HOURS (I.E., LOG SHEETS, WORK ORDERS), MEAL RECEIPTS, HOTEL RECEIPTS, AND AIRFARE RECEIPTS.

TP-467 TP-467 INDEPENDENT CONTRACTOR

[use on all consultant orders/agreements]

CONSULTANT AGREES AND ACKNOWLEDGES THAT, AS AN INDEPENDENT CONTRACTOR, IT IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ANY TAXES AND/OR ASSESSMENTS IMPOSED ON ACCOUNT OF THE PAYMENT OF COMPENSATION TO, OR THE PERFORMANCE OF CONSULTING SERVICES BY, CONSULTANT OR ITS PERSONNEL PURSUANT TO THE AGREEMENT INCLUDING, WITHOUT LIMITATION, STATE UNEMPLOYMENT INSURANCE TAXES, FEDERAL AND STATE INCOME TAXES, FEDERAL SOCIAL SECURITY (FICA) PAYMENTS, AND STATE DISABILITY INSURANCE TAXES. CONSULTANT HEREBY INDEMNIFIES AND HOLDS HUGHES MISSILE SYSTEMS COMPANY (HMSC) HARMLESS FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES AND/OR JUDGMENTS, INCURRED

BY HMSC INCIDENT TO OR ARISING OUT OF ANY FAILURE BY CONSULTANT TO MAKE PAYMENTS OF TAXES AND/OR ASSESSMENTS REQUIRED TO BE MADE BY CONSULTANT PURSUANT TO THIS AGREEMENT.

TP-468 TP-468 INDEMNIFICATION

[use on all consultant orders/agreements]

CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS HUGHES MISSILE SYSTEMS COMPANY, ITS OFFICERS, EMPLOYEES, AGENTS AND INVITEES FROM AND AGAINST ALL CLAIMS, JUDGMENTS, LIABILITIES, LOSSES AND INJURIES, AND DAMAGES OF EVERY NATURE (INCLUDING COSTS AND EXPENSES INCIDENT THERETO) CAUSED BY THE ACTS OR OMISSIONS TO ACT BY CONSULTANT, ITS EMPLOYEES, AGENTS, INVITEES OR VENDORS, DIRECTLY OR INDIRECTLY ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT OF ANY ACT BY CONSULTANT'S SUBCONTRACTORS OR SUPPLIERS.

TP-469 TP-469 SECURITY

[use as desired for emphasis]

IN PERFORMANCE OF THIS AGREEMENT, THE CONSULTANT WILL NOT REQUIRE, OR BE PERMITTED, ACCESS TO CLASSIFIED INFORMATION.

TP-470 TP-470 HMSC STANDARD BUSINESS ETHICS

[use on all consultant orders/agreements for other than marketing consultants]

DURING THE TERM OF THIS AGREEMENT SELLER SHALL COMPLY WITH HMSC STANDARD BUSINESS ETHICS AND SHALL REFRAIN FROM ANY ACTIVITIES WHICH COULD BE POSSIBLY CONFLICTING WITH HMSC'S INTERESTS. THE SUPPLEMENTAL FORM ON BUSINESS ETHICS WHICH SELLER HAS EXECUTED IS PART OF THIS AGREEMENT.

SELLER SHALL NOT COMMUNICATE WITH ANY REPRESENTATIVE OF THE U.S. GOVERNMENT ON BEHALF OF HMSC WITHOUT PRIOR WRITTEN APPROVAL OF BUYER'S PROCUREMENT REPRESENTATIVE, (INSERT BUYER NAME), OR (HER/HIS) DESIGNEE.

TP-472 TP-472 OZONE DEPLETING CHEMICALS

[use on all orders for supplies where a General Provisions Attachment is not used]

THE 1990 CLEAN AIR ACT AMENDMENTS AND IMPLEMENTING REGULATIONS ESTABLISHED LABELING REQUIREMENTS FOR PRODUCTS MANUFACTURED WITH, CONTAINERS OF, AND PRODUCTS CONTAINING SPECIFIC OZONE-DEPLETING SUBSTANCES. THIS LABEL MUST BE "CLEAR AND CONSPICUOUS." THERE IS NO REQUIREMENT THAT SUPPLIERS LABEL DIRECTLY ON THE HARDWARE. BECAUSE LABELING HARDWARE MAY NOT CONFORM WITH REQUIREMENTS CONTAINED IN THE

TECHNICAL DATA PACKAGE (IF ANY) PERTINENT TO THIS PURCHASE ORDER, HMSC PREFERS THAT THE HARDWARE DELIVERIES UNDER THIS PO NOT BE LABELED, AND THAT ALTERNATIVE LABELING BE USED. THE EPA REGULATION PROVIDES FOR THE USE OF ALTERNATIVE LABELING. SUPPLEMENTAL PRINTED MATERIAL MAY ALSO BE APPROPRIATE; I.E. WHERE THE STATEMENT WOULD BE CONSPICUOUS ON PRINTED MATERIAL AS IT WOULD BE ON THE PRODUCT. FOR SPECIFIC REQUIREMENTS AND OPTIONS ON LABELING REGULATIONS, REFER TO 40 CRF 82.

TP-473 TP-473 TYPE PO AND DPAS REQUIREMENTS
(Revision effective 9/24/98)[include in all Pos - automatic in HTMS]

(9/24/98)

PO TYPE

UNLESS OTHERWISE STATED, THIS ORDER IS FIXED PRICE.

DEFENSE PRIORITIES AND ALLOCATION SYSTEM (DPAS) REQUIREMENTS

THIS TEXT CORRECTS AND ADDS TO THE DPAS TEXT ON THE FACE OF THIS ORDER. WHEREVER IT APPEARS HEREIN, THE DPAS CITATION 15 CFR 350 IS REPLACED WITH 15 CFR 700. IF A RATING IS SHOWN, THIS ORDER IS CERTIFIED FOR NATIONAL DEFENSE USE, AND YOU ARE REQUIRED TO FOLLOW ALL THE PROVISIONS OF THE DPAS REGULATION (15 CFR 700) AND ACKNOWLEDGE OR REJECT A DO RATED ORDER WITHIN 15 WORKING DAYS, OR A DX RATED ORDER WITHIN 10 WORKING DAYS. IF BOTH RATED AND UNRATED QUANTITIES ARE REFLECTED ON THIS ORDER, YOU ARE ONLY REQUIRED TO FOLLOW THE DPAS REGULATION AS IT PERTAINS TO THE RATED QUANTITIES.

(revision in effect prior to 9/24/98)[was included in all orders with a DPAS rating - automatic in HTMS]
WHEREVER IT APPEARS HEREIN, THE DEFENSE PRIORITIES AND ALLOCATION SYSTEM
(DPAS) CITATION 15 CFR 350 IS REPLACED WITH 15 CFR 700.

TP-474 TP-474 PURCHASE AGREEMENT (GDC AGREEMENTS)
[not for use on/after 1/1/96 (no longer needed)]

THIS PURCHASE ORDER IS ISSUED UNDER PURCHASE AGREEMENT NUMBER _____, DATED _____, AND BY THIS REFERENCE INCORPORATES THE HMSC TERMS AND CONDITIONS COMPARABLE TO THE TERMS AND CONDITIONS THEREIN AND AS MUTUALLY AGREED TO BY THE BUYER AND SUPPLIER. PRICING IS IN ACCORDANCE WITH EXHIBIT/PAGE _____ OF THE PURCHASE AGREEMENT.

TP-475 TP-475 ARIZONA SALES TAX LICENSE
[include in all orders - automatic in HTMS except for NAMS POs]

THE ARIZONA SALES TAX LICENSE NUMBER WHICH IS PER-PRINTED ON THE FACE OF THIS ORDER IS CHANGED TO LICENSE NUMBER 10147998-H. THE "USE TAX CERTIFICATE NUMBER" IS DELETED IN ITS ENTIRETY.

TP-477 TP-477 [delivery points]
[Use on non-production POs]

(revised 7/21/98) THE RAYTHEON MISSILE SYSTEMS COMPANY SHIP TO ADDRESSES ARE LISTED BELOW.
THE CORRECT ADDRESSES FOR THIS PO IS INDICATED BY A CODE LETTER ON THE PO NUMBER
(eg...6-XXXXXX- R -XX-X SEE BELOW FOR SHIP ADDRESS. BILL OF LADING AND SHIPPING LABEL MUST READ:

EXAMPLE OF BILL OF LADING AND SHIPPING LABEL:

R= RECEIVING BLDG 9022
RAYTHEON MISSILE SYSTEMS CO
9000 S RITA RD
TUCSON AZ 85747

“RAYTHEON MISSILES SYSTEMS CO” (RMSC) TO APPEAR ON ALL ADDRESS LABELS.

CODE ADDRESS

A	FAB STORES	RMSC 801 WEST DOCK	1151 E HERMANS RD TUCSON AZ 85706
B	EOSPA	RMSC 801 WEST DOCK	1151 E HERMANS RD TUCSON AZ 85706
C	COMPOSITES	RMSC 801 WEST DOCK	1151 E HERMANS RD TUCSON AZ 85706
D	AMRAAM	RMSC 807 WEST DOCK	1151 E HERMANS RD TUCSON AZ 85706
E	PWB	RMSC 801 WEST DOCK	1151 E HERMANS RD TUCSON AZ 85706
F	MAINTENANCE	RMSC 801 WEST DOCK	1151 E HERMANS RD TUCSON AZ 85706
G	CHEMSTORES	RMSC BLDG 827	1151 E HERMANS RD TUCSON AZ 85706
H	TOW	RMSC 801 WEST DOCK	1151 E HERMANS RD TUCSON AZ 85706
I	STANDARD	RMSC 801 WEST DOCK	1151 E HERMANS RD TUCSON AZ 85706
J	SYCAMORE CANYON	RMSC	11975 BEELER CANYON RD SITE POWAY CA 92064
J			
K	FACO	RMSC BLDG 866	1151 E HERMANS RD TUCSON AZ 85706

L	METROLOGY	RMSC BLDG 811	1151 E HERMANS RD TUCSON AZ 85706
M	NAPI FACILITY	RMSC	S SOUTH HWY 371 FARMINGTON NM
87401			
N	NAMS	RMSC BLDG 607	1901 W MALVERN FULLERTON CA 92833
O	STINGER	RMSC 801 WEST DOCK	1151 E HERMANS RD TUCSON AZ 85706
P	PHALANX	RMSC BLDG 847	1151 E HERMANS RD TUCSON AZ 85706
Q	HIGHLAND PARK BLD	RMSC H100	WILSON RD EAST CAMDEN AR 71701
R	RECEIVING	RMSC BLDG M21	9000 S RITA RD TUCSON AZ 85747
S	SERVICE	NO MATERIAL TO BE DELIVERED	
T	TOMAHAWK	RMSC BLDG 847	1151 E HERMANS RD TUCSON AZ 85706
W	MICRO	RMSC BLDG 809	1151 E HERMANS RD TUCSON AZ 85706
X	SHIP AS DIRECTED BY BUYER		
Y	RAM	RMSC BLDG 847	1151 E HERMANS RD TUCSON AZ 85706
Z	RAM FACO	RMSC BLDG 864	1151 E HERMANS RD TUCSON AZ 85706

[This version became effective 1 July 97 but was not to be used between 1/98 and 7/98 because delivery locations were showing up in production orders, which was all this was used for, in clear text - see below for old version. It was to be included in all orders, as applicable]

THE HUGHES MISSILE SYSTEMS COMPANY SHIP TO ADDRESSES ARE LISTED BELOW.
THE CORRECT ADDRESSES FOR THIS PO IS INDICATED BY A CODE LETTER ON THE PO NUMBER
(eg...6-XXXXXX- R -XX-X SEE BELOW FOR SHIP ADDRESS. BILL OF LADING AND SHIPPING LABEL MUST READ:

EXAMPLE OF BILL OF LADING AND SHIPPING LABEL:

R= RECEIVING BLDG M21
HUGHES MISSILE SYSTEMS CO
9000 S RITA RD
TUCSON AZ 85747

"HUGHES MISSILES SYSTEMS CO" (HMSC) TO APPEAR ON ALL ADDRESS LABELS.

CODE	ADDRESS		
A	FAB STORES	HMSC 801 WEST DOCK	1151 E HERMANS RD TUCSON AZ 85706
B	EOSPA	HMSC 801 WEST DOCK	1151 E HERMANS RD TUCSON AZ 85706
C	COMPOSITES	HMSC 801 WEST DOCK	1151 E HERMANS RD TUCSON AZ 85706
D	AMRAAM	HMSC 807 WEST DOCK	1151 E HERMANS RD TUCSON AZ 85706
E	PWB	HMSC 801 WEST DOCK	1151 E HERMANS RD TUCSON AZ 85706
F	MAINTENANCE	HMSC 801 WEST DOCK	1151 E HERMANS RD TUCSON AZ 85706
G	CHEMSTORES	HMSC BLDG 827	1151 E HERMANS RD TUCSON AZ 85706
H	TOW	HMSC 801 WEST DOCK	1151 E HERMANS RD TUCSON AZ 85706
I	STANDARD	HMSC 801 WEST DOCK	1151 E HERMANS RD TUCSON AZ 85706

J	SYCAMORE CANYON	HMSC	11975 BEELEER CANYON RD SITE J POWAY CA 92064
K	FACO	HMSC BLDG 866	1151 E HERMANS RD TUCSON AZ 85706
L	METROLOGY	HMSC BLDG 811	1151 E HERMANS RD TUCSON AZ 85706
M	NAPI FACILITY	HMSC	S SOUTH HWY 371 FARMINGTON NM 87401
N	NAMS	HMSC BLDG 607	1901 W MALVERN FULLERTON CA 92833
O	STINGER	HMSC 801 WEST DOCK	1151 E HERMANS RD TUCSON AZ 85706
P	PHALANX	HMSC BLDG 847	1151 E HERMANS RD TUCSON AZ 85706
Q	HIGHLAND PARK BLD	HMSC H100	WILSON RD EAST CAMDEN AR 71701
R	RECEIVING	HMSC BLDG M21	9000 S RITA RD TUCSON AZ 85747
S	SERVICE	NO MATERIAL TO BE DELIVERED	
T	TOMAHAWK	HMSC BLDG 847	1151 E HERMANS RD TUCSON AZ 85706
U	DROP-SHIP AS DIRECTED BY BUYER		
V	CAO	HMSC 801 WEST DOCK	1151 E HERMANS RD TUCSON AZ 85706
W	MICRO	HMSC BLDG 809	1151 E HERMANS RD TUCSON AZ 85706
Y	RAM	HMSC BLDG 847	1151 E HERMANS RD TUCSON AZ 85706
Z	RAM FACO	HMSC BLDG 864	1151 E HERMANS RD TUCSON AZ 85706

TP-477 TP-477 [delivery points] This version existed prior to 1 July 97
 [include in all orders - automatic in HTMS except for NAMS POs]
 THE BUILDING NUMBERS AND THEIR CORRESPONDING PHYSICAL DELIVERY ADDRESSES ARE SHOWN BELOW. THE BUILDING NUMBER FOR SHIPMENTS ON THIS PURCHASE ORDER IS DESIGNATED ON PAGE 1 BENEATH THE SUPPLIER ADDRESS.

BUILDING	ADDRESS	ZIPCODE
M21	9000 S RITA ROAD	85747
807	1151 HERMANS ROAD	85706
809	1151 HERMANS ROAD	85706
816	1151 HERMANS ROAD	85706
827C	1151 HERMANS ROAD	85706
830A1	1151 HERMANS ROAD	85706
866	1151 HERMANS ROAD	85706
847	1151 HERMANS ROAD	85706
8SY	SYCAMORE CANYON FACILITY	
11975 BEELEER CANYON RD - SITE J	POWAY, CA 92064	
8MP	EAST CAMDEN, AR	71701

TP-480 TP-480 HMSC SOURCE INSPECTION FOR REWORKS
 [use as prescribed for rework POs but optional for others, as applicable]

3/97 HMSC SOURCE INSPECTION IS REQUIRED PRIOR TO SHIPMENT FROM YOUR PLANT.
 UPON RECEIPT OF THIS ORDER, PROMPTLY FURNISH A COPY TO THE HMSC AND
 GOVERNMENT REPRESENTATIVES WHO NORMALLY SERVICE YOUR PLANT.

Note: this clause existed prior to 3/97
 HMSC AND GOVERNMENT SOURCE INSPECTION IS REQUIRED PRIOR TO SHIPMENT FROM YOUR PLANT. UPON RECEIPT OF THIS ORDER, PROMPTLY
 FURNISH A COPY TO THE HMSC AND GOVERNMENT REPRESENTATIVES WHO NORMALLY SERVICE YOUR PLANT.

TP-481-00 TP-481 PACKARD HUGHES INTERCONNECT FEE
 [not for use after 10/15/96 - replaced by TP-491 was used for transactions with PHI issued at
 other than price]

THIS 401___ PURCHASE ORDER TO PACKARD HUGHES INTERCONNECT (PHI) IS ISSUED AT COST WITH A SEPARATE PROVISION FOR FEE. THE TOTAL FEE FOR THIS PURCHASE ORDER IS _____. ACCOUNTS PAYABLE WILL PAY FOR THE FEE, BILLED SEPARATELY BY PHI, UP TO THE AMOUNT SHOWN IN THIS PARAGRAPH. THE RECEIVER AGREES TO PROVIDE CUMULATIVE ACTUAL COSTS ON A MONTHLY BASIS AND AN EAC AT TIME OF CONTRACT NEGOTIATIONS. BOTH ITEMS WILL BE SUBMITTED BY ELEMENT OF COST. RECEIVER FURTHER AGREES TO PROVIDE AN EXPENDITURE SCHEDULE, WHICH REFLECTS TOTAL EXPENDITURES BY MONTH FOR THE FULL PERIOD OF PERFORMANCE. THIS REPORT IS REQUIRED BY THE GIVER 30 DAYS AFTER RECEIVER APPROVAL OF THIS ORDER

TP-482-00 TP-482 COST REDUCTION INITIATIVES

[use as negotiated]

IT IS AGREED BY AND BETWEEN THE PARTIES THAT, IN ORDER TO FURTHER REDUCE THE COSTS OF PRODUCTS/SERVICES PROVIDED BY THE SELLER TO HMSC, THE PARTIES WILL USE THEIR BEST EFFORTS TO IDENTIFY AND AGGRESSIVELY PURSUE COST-REDUCTION INITIATIVES, TO INCLUDE, BUT NOT BE LIMITED TO, "PICOS" WORKSHOPS, STRATEGIC AGREEMENTS, THIRD PARTY AGREEMENTS, AND ADDED BUSINESS BASE FOR SELLER FROM HMSC, HUGHES ELECTRONICS CORPORATION AND/OR GENERAL MOTORS. IN ADDITION, SELLER AGREES TO PURSUE WITHIN ALL OF THEIR DIVISIONS, OPPORTUNITIES IN WHICH COST REDUCTION INITIATIVES COULD EFFECTIVELY REDUCE BOTH THEIR DIRECT AND INDIRECT COSTS.

TP-483-00 TP-483 MAKE-OR-BUY COMPETITION

[use in competitive RFQ/RFPs where the make or buy decision has not yet been made]

YOUR QUOTATION WILL BE THE SUBJECT OF A MAKE-OR-BUY SELECTION IN WHICH A RAYTHEON SUBSIDIARY WILL COMPETE. RMSC RESERVES THE RIGHT TO MAKE SELECTION WHICH IS DETERMINED TO BE IN THE OVERALL BEST INTEREST OF RMSC AND THE UNITED STATES GOVERNMENT.

TP-484 TP-484

[use in all orders]

THE "MAIL INVOICES TO" ADDRESS SHOWN ON THE FACE OF THIS ORDER IS CHANGED TO:

RAYTHEON MISSILE SYSTEMS COMPANY
P.O. BOX 23840
TUCSON, AZ 85734
ATTENTION: ACCOUNTS PAYABLE

TP-485 TOXIC CHEMICAL RELEASE REPORTING

[not for use after 9/97 - requirements incorporated into General provisions documents]

FOR COMPETITIVE SOLICITATIONS AND RESULTING AWARDS EXCEEDING \$100K, FOR OTHER THAN COMMERCIAL ITEMS, THE FOLLOWING TOXIC CHEMICAL RELEASE REPORTING CERTIFICATION AND CLAUSE ARE INCORPORATED BY REFERENCE: FAR 52.223-13 (OCT 95) & -14 (OCT 95)

TP-486 PERFORMANCE BASED PAYMENTS

[use where milestone or other performance based payments (not to be confused with progress payments based upon cost incurred under Government contracts) are made]

FAR 52.232-32 "PERFORMANCE BASED PAYMENTS" IS INCORPORATED HEREIN BY REFERENCE WITH THE FOLLOWING MODIFICATIONS: "GOVERNMENT" AND "CONTRACTING OFFICER" MEAN "BUYER" EXCEPT IN PARAGRAPH (F) WHERE THEY MEAN "BUYER OR GOVERNMENT." ALSO IN PARAGRAPH (C)(2) THE TERM "PROMPT PAYMENT CLAUSE" SHALL MEAN "INVOICES CLAUSE", AND WITH RESPECT TO PARAGRAPH (D) A LIQUIDATION RATE OF 100% SHALL APPLY.

TP-487 TINA FOR OPTIONS WITHOUT TINA

[use in orders with options which are or could be charged direct to a non-exempt U.S. Government prime or higher tier subcontract thereunder and which do or could exceed the TINA threshold but where TINA was not required or otherwise not obtained for the option up front]

SINCE OPTION PRICING WAS ESTABLISHED WITHOUT THE USE OF (CERTIFIED) COST OR PRICING DATA, THE TRUTH IN NEGOTIATIONS ACT EXEMPTION AT FAR 15.804-4 (F) DOES NOT APPLY. ACCORDINGLY, SHOULD TINA LATER BE IMPOSED UPON BUYER, SELLER AGREES TO FURNISH SAID DATA, TO TREAT THE EXISTING OPTION AS A "NOT TO EXCEED" OPTION, AND TO EXECUTE A CERTIFICATE OF CURRENT COST OR PRICING DATA WITH AN "AS OF DATE" AS CLOSE AS POSSIBLE TO THE DATE BUYER REQUESTS SUCH CERTIFICATE.

TP-488 PART DISCONTINUANCE

[use in all production orders - to become automatic in HTMS]

SUPPLIER MUST PROVIDE BUYER SIX MONTHS ADVANCE WRITTEN NOTICE OF THE DISCONTINUANCE, OR CONTEMPLATED DISCONTINUANCE OF ANY PART PROCURED HEREUNDER

TP-490 SPI AND REQUIRED MATERIALS AND PROCESS SPECIFICATIONS

[USE IN ALL PRODUCTION ORDERS - AUTOMATIC IN HTMS EXCEPT FOR NAMS POS]

(4/99) BECAUSE SINGLE PROCESS INITIATIVES (SPI) ARE SO BENEFICIAL, RMS EXPECTS USE OF THOSE WHICH ARE AUTHORIZED AND WILL ASSIST WITH REQUESTS FOR ANY OTHERS. TO THIS END, AND FOR THIS RMS ORDER, RMS HEREBY APPROVES SELLER'S IMMEDIATE/CONTINUED USE/FLOW DOWN OF THOSE SPIS LISTED BELOW AND OF ANY OTHERS PREVIOUSLY OR LATER APPROVED BY BUYER IN WRITING. IT IS NOT MANDATORY, HOWEVER, TO REQUALIFY OR CHANGE MATERIALS AND PROCESSES CURRENTLY IN USE WHICH ARE COMPLIANT WITH EXISTING REQUIREMENTS.

HARDWARE NEED ONLY CONFORM TO THE MINIMUM ACCEPTANCE CRITERIA OF THE LISTED SPECIFICATIONS WHENEVER THAT HARDWARE IS PRODUCED USING ANY OF THE MATERIALS AND PROCESSES LISTED BELOW:

SOLDERING AND ELECTRONICS ASSEMBLY

J-STD-001B, CLASS 3

HYBRID MICROELECTRONICS MANUFACTURING	MIL-PRF-38534
PRINTED WIRING BOARD FABRICATION	MIL-PRF-31032
QUALITY SYSTEM	ANSI/ISO/ASQC Q9001-1994
CALIBRATION SYSTEM	ANSI/NCSL Z540
TEST EQUIPMENT PROVE-IN	TES 1059276
STAINLESS STEEL PASSIVATION	ASTM-A380
CONFIGURATION & DATA MANAGEMENT (PRODUCTION PROGRAMS ONLY):	MIL-STD-973, MIL-STD-974, ISO 13003-230, CLASS 1 & MIL-T-31000
SOFTWARE DEVELOPMENT	ISO/IEC 12207
MILITARY SPECIFICATIONS & STANDARDS	AUTHORITY IS GRANTED TO USE LATEST RELEASED REVISION
NON-FIRE RETARDANT PACKAGING	USE OF COMMERCIAL NON-FIRE RETARDANT FOAM-IN PLACE PACKAGING IS AUTHORIZED
ELECTROSTATIC DISCHARGE CONTROL	MIL-STD-1686, REVISION C

This version was superseded by 4/99 version on/about 12 Apr 99

(1/99) BECAUSE SINGLE PROCESS INITIATIVES (SPI) ARE SO BENEFICIAL, RMSC EXPECTS USE OF THOSE WHICH ARE AUTHORIZED, AND WILL ASSIST WITH REQUESTS FOR ANY OTHERS. TO THIS END AND FOR THIS RMSC ORDER, RMSC HEREBY APPROVES SELLER'S IMMEDIATE/CONTINUED USE/FLOW DOWN OF THOSE SPI LISTED BELOW AND OF ANY OTHERS PREVIOUSLY OR LATER APPROVED BY BUYER IN WRITING. IT IS NOT MANDATORY, HOWEVER, TO REQUALIFY OR CHANGE MATERIALS AND PROCESSES CURRENTLY IN USE WHICH ARE COMPLIANT WITH EXISTING REQUIREMENTS.

HARDWARE NEED ONLY CONFORM TO THE MINIMUM ACCEPTANCE CRITERIA OF THE LISTED SPECIFICATIONS WHENEVER THAT HARDWARE IS PRODUCED USING ANY OF THE MATERIALS AND PROCESSES LISTED BELOW:

SOLDERING AND ELECTRONICS ASSEMBLY	J-STD-001B, CLASS 3
HYBRID MICROELECTRONICS MANUFACTURING	MIL-PRF-38534
PRINTED WIRING BOARD FABRICATION	MIL-PRF-31032

QUALITY SYSTEM	ANSI/ISO/ASQC Q9001-1994
CALIBRATION SYSTEM	ANSI/NCSL Z540
TEST EQUIPMENT CERTIFICATION	RMSC TECP 100
STAINLESS STEEL PASSIVATION	ASTM-A380
CONFIGURATION & DATA MANAGEMENT PRODUCTION PROGRAMS ONLY:	MIL-STD-973, MIL-STD-974, ISO 13003-230, CLASS 1 & MIL-T-31000
SOFTWARE DEVELOPMENT	ISO/IEC 12207
MILITARY SPECIFICATIONS AND STANDARDS	AUTHORITY IS GRANTED TO USE LATEST RELEASED REVISION
FIRE RETARDANT PACKAGING	USE OF COMMERCIAL NON-FIRE RETARDANT FOAM-IN PLACE PACKAGING IS AUTHORIZED
ELECTROSTATIC DISCHARGE CONTROL	MIL-STD-1686, REVISION C

(This version ceased to be effective on/about 5 Jan 99)

TP-490 SPI AND REQUIRED MATERIALS AND PROCESS SPECIFICATIONS
[use in all production orders - automatic in HTMS except for NAMS POs]

(REVISED 4/98) BECAUSE SINGLE PROCESS INITIATIVES (SPI) ARE SO BENEFICIAL, RMSC EXPECTS USE OF THOSE WHICH ARE AUTHORIZED. AND WILL ASSIST WITH REQUESTS FOR ANY OTHERS. TO THIS END AND FOR THIS RMSC ORDER, RMSC HEREBY APPROVES SELLER'S IMMEDIATE/CONTINUED USE/FLOW DOWN OF THOSE SPI LISTED BELOW AND OF ANY OTHERS PREVIOUSLY OR LATER APPROVED BY BUYER IN WRITING. IT IS NOT MANDATORY, HOWEVER, TO REQUALIFY OR CHANGE MATERIALS AND PROCESSES CURRENTLY IN USE WHICH ARE COMPLIANT WITH EXISTING REQUIREMENTS.

HARDWARE NEED ONLY CONFORM TO THE MINIMUM ACCEPTANCE CRITERIA OF THE LISTED SPECIFICATIONS WHENEVER THAT HARDWARE IS PRODUCED USING ANY OF THE MATERIALS AND PROCESSES LISTED BELOW:

Soldering and Electronics Assembly	ANSI/J-STD-001, Class 3
Hybrid Microelectronics Manufacturing	MIL-PRF-38534
Printed Wiring Board Fabrication	MIL-PRF-31032
Quality System	ANSI/ASQC Q9001, ANSI/ASQC Q9002, ANSI/ASQC Z1.4
Calibration System	ANSI/NCsl Z540-1
Test Equipment Certification	RMSC TECP 100
Stainless Steel Passivation	ASTM-A380
Configuration & Data Management Production Programs Only:	MIL-STD-973, MIL-STD-974, ISO 13003-230, CLASS 1 & MIL-T-31000
Software Development	ISO/IEC 12207
Military Specifications and Standards	Authority is granted to use latest RELEASED revision
Fire Retardant Packaging authorized	Use of commercial non-fire retardant foam-in place packaging is authorized

[this version ceased to be effective on 4/1/98]

TP-490 ALTERNATE PROCESSES AND PROCEDURES
[use in all production orders - automatic in HTMS except for NAMS POs]
[this version evolved sometime in the 5/98 timeframe - differs cosmetically in last para only]

HMSC ACTIVELY SUPPORTS ITS SUPPLIERS IN THE USE OF ACQUISITION REFORM STRATEGIES IN THE DESIGN, MANUFACTURE AND DELIVERY OF PRODUCTS AND SERVICES TO HMSC. ALL HMSC SUPPLIERS ARE ENCOURAGED TO SUBMIT THEIR ACQUISITION REFORM IMPLEMENTATION PLANS THROUGH THEIR HMSC BUYER FOR REVIEW AND FEEDBACK / APPROVAL.

THE REQUIRED ELEMENTS OF THE SUPPLIERS IMPLEMENTATION PLAN SHOULD INCLUDE:

1. WRITTEN DOCUMENTATION THAT SPECIFIES HOW THE SUPPLIER WILL COMPLY WITH STANDARDS (INDUSTRY STANDARDS AND / OR COMMERCIAL PRACTICES AS APPLICABLE), INCLUDING STRATEGIES FOR THE PROCUREMENT OF RAW MATERIALS AND SUPPLIES USED IN THE MANUFACTURE OF DELIVERED PRODUCT.
2. AN IMPLEMENTATION MILESTONE CHART DEPICTING EVENTS AND ESTIMATED COMPLETION DATES.
3. AN ESTIMATE OF COST REDUCTIONS ASSOCIATED WITH THE IMPLEMENTATION OF SUPPLIERS PLAN.

IN DEVELOPING THIS PLAN, HMSC ENCOURAGES THE SUPPLIER TO CONSIDER THE POTENTIAL COST SAVINGS AND OTHER BENEFITS THAT WILL RESULT BY CONSOLIDATION OF REQUIREMENTS; THAT IS, SUPPLYING PRODUCTS AND SERVICES TO HMSC IN ACCORDANCE WITH A SINGLE, MUTUALLY

AGREED TO SET OF REQUIREMENTS. KEY ADVANTAGES TO CONVERTING TO A SINGLE SET OF REQUIREMENTS FOR ALL DELIVERABLES INCLUDE ALIGNMENT WITH THE LATEST INDUSTRY PERFORMANCE SPECIFICATIONS; SELF-GOVERNANCE OF ALL PROCESS RELATED REQUIREMENTS; REDUCED MANUFACTURING COST THROUGH MANUFACTURING TO A COMMON SPECIFICATION IN LIEU OF EXISTING SPECIFICATIONS AND STANDARDS.

TO ASSIST YOU IN THIS ENDEAVOR, HMSC HAS ESTABLISHED TECHNICAL PROCESS REVIEW BOARDS SPECIALIZING IN A VARIETY OF MANUFACTURING DISCIPLINES. WHEN YOU SUBMIT YOUR PLAN, A TECHNICAL PROCESS REVIEW BOARD WILL BE ASSIGNED TO REVIEW YOUR PLAN AND WORK WITH YOU TO IMPLEMENT YOUR COMMON PROCESS.

FOR SUPPLIERS WHICH HAVE COMPLETED THE ABOVE APPROVAL: THIS TUCSON PROCUREMENT (TP) STATEMENT IS SUPPLIER'S AUTHORIZATION TO DELIVER PRODUCTS AND SERVICES HEREUNDER IN ACCORDANCE WITH SUPPLIER'S HMSC APPROVED PLAN.

TP-491-00 TP-491 PACKARD HUGHES INTERCONNECT FEE
[not for use on new transactions after merger (17 Dec 98)]

[used for transactions with PHI issued at other than price replaces TP-481]

THIS 40 _____ PURCHASE ORDER TO PACKARD HUGHES INTERCONNECT (PHI) IS ISSUED AT COST WITH A SEPARATE PROVISION FOR FEE. THE INITIAL FEE FOR THIS PURCHASE ORDER IS _____. THE AMOUNT OF THE UNDERRUN THAT HAS BEEN AGREED BY BOTH HMSC AND PHI TO BE PAID BY HMSC TO PHI (TO BE PAID AS FEE) IS _____. MAKING THE TOTAL FEE FOR THIS PURCHASE ORDER _____. PHI IS REQUIRED TO PROVIDE HMSC THE AMOUNT OF THE UNDERRUN 60 DAYS AFTER FINAL SHIPMENT AGAINST THIS PURCHASE ORDER. ACCOUNTS PAYABLE WILL PAY FOR THE FEE, BILLED SEPARATELY BY PHI, UP TO THE AMOUNT SHOWN IN THIS PARAGRAPH. PHI AGREES TO PROVIDE CUMULATIVE ACTUAL COSTS ON A MONTHLY BASIS AND AN EAC AT TIME OF CONTRACT NEGOTIATIONS. BOTH ITEMS WILL BE SUBMITTED BY ELEMENT OF COST. PHI FURTHER AGREES TO PROVIDE AN EXPENDITURE SCHEDULE, WHICH REFLECTS TOTAL EXPENDITURES BY MONTH FOR THE FULL PERIOD OF PERFORMANCE. THIS REPORT IS REQUIRED BY HMSC 30 DAYS AFTER PHI APPROVAL OF THIS ORDER.

TP-492-00 TP-492 EPA/LIFETIME BUY/MINIMUM BUY
[use for Lifetime or Minimum buy orders or where an EPA was performed for early delivery]

THIS STATEMENT IS FOR BUYER USE ONLY AN ECONOMIC PROCUREMENT ANALYSIS(EPA), LIFETIME BUY OR MINIMUM BUY WAS USED FOR THIS PROCUREMENT

TP-493-00 TP-493 ASSIGNMENT
(not necessarily used between 12/11/97 and 2/5/98)
[as of 3/11/98 - automatic in HTMS except for NAMS POs]

BUYER SHALL HAVE THE RIGHT TO ASSIGN THIS PURCHASE ORDER/AGREEMENT TO ANY SUCCESSOR, BY WAY OF MERGER OR CONSOLIDATION OR THE ACQUISITION OF SUBSTANTIALLY ALL OF THE ENTIRE BUSINESS AND ASSETS OF BUYER RELATING TO THE SUBJECT MATTER OF THIS PURCHASE ORDER/AGREEMENT.

TP-494-00 TP-494 AET BILL TO
[use as desired for bill to addressing]

AET BILL TO: RAYTHEON MISSILE SYSTEMS COMPANY
AET CENTER, ATTN ACCOUNTS PAYABLE
P.O. BOX 1973
RANCHO CUCAMONGA, CA 91729-1973

TP-495-00 TP-495 GROUP B/C WAIVER
[use as required]

GROUP B AND OR C TESTING IS NOT REQUIRED FOR THIS PURCHASE ORDER.

TP-496-00 TP-496 TP-490 DELETION

[use for transition POs under prime contracts issued to other than RMSC]

(5/98) NOTWITHSTANDING ITS PRINTOUT HEREON, TP-490 DOES NOT APPLY

TP-497-00 TP-497 IOT - NEGOTIATED FEE

[use on all purchase order IOTs to other than legacy HAC organizations within RSC]

(6/98) THIS PURCHASE ORDER (IOT) IS SUBJECT TO ALL TERMS AND CONDITIONS OF THE REQUESTER'S PRIME CONTRACT(S) AND IS AT ALLOWABLE COST WITH A SEPARATE PROVISION FOR THE NEGOTIATED FEE OF _____. FEE IS TO BE BILLED SEPARATELY, UP TO THE AMOUNT SHOWN IN THIS PARAGRAPH. RECEIVER AGREES TO PROVIDE, BY ELEMENT OF COST, CUMULATIVE ACTUAL COSTS ON A MONTHLY BASIS AND AN EAC AT NEGOTIATIONS. RECEIVER FURTHER AGREES TO PROVIDE AN EXPENDITURE SCHEDULE, WHICH REFLECTS TOTAL EXPENDITURES BY MONTH FOR THE FULL PERIOD OF PERFORMANCE. REQUESTER REQUIRES THIS REPORT 30 DAYS AFTER RECEIVER'S APPROVAL OF THE ORDER

TP-498 ITSP ASSIGNMENT AGREEMENT

(1/19/99) ASSIGNMENT OF IT LEASE, LICENSE AND/OR MAINTENANCE AGREEMENT IN THE CLAUSE BELOW THE TERM AGREEMENT SHALL MEAN LEASE, LICENSE OR MAINTENANCE AGREEMENT, THE TERM RAYTHEON SHALL MEAN LESSEE, LICENSEE, OR MAINTENANCE USER AND THE TERM SELLER SHALL MEAN LESSOR, LICENSOR OR MAINTENANCE PROVIDER, AS APPLICABLE.

RAYTHEON ANTICIPATES THAT IT MAY ENTER INTO A CONTRACTUAL ARRANGEMENT WITH AN INFORMATION TECHNOLOGY SERVICES PROVIDER (ITSP) TO PROVIDE CERTAIN INFORMATION TECHNOLOGY PRODUCTS OR SERVICES AND THAT THE LEASED OR LICENSED ITEM OR MAINTENANCE SERVICES MAY BE AN INTEGRAL PART OF THE PROVISION OF SUCH PRODUCTS OR SERVICES. IF RAYTHEON ENTERS INTO SUCH A CONTRACT, THE SELLER HEREBY GRANTS THE ITSP THE RIGHT TO ACCESS AND/OR USE THE LEASED OR LICENSED ITEMS AND/OR THE MAINTENANCE SERVICES IN THE ITEMS TO BE MAINTAINED TO THE EXTENT NECESSARY TO PROVIDE THE PRODUCTS OR SERVICES IN QUESTION. IN ADDITION, IF REQUESTED BY RAYTHEON, SELLER CONSENTS TO THE ASSIGNMENT OF THIS AGREEMENT TO THE ITSP AND TO THE ASSUMPTION BY SUCH ITSP OF ALL OF RAYTHEON'S RIGHTS AND OBLIGATIONS UNDER SUCH AGREEMENT. IF SUCH CONTRACT TERMINATES OR EXPIRES PRIOR TO THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, SELLER ALSO CONSENTS TO THE REASSIGNMENT OF THIS AGREEMENT TO RAYTHEON OR A NEW IT SERVICES PROVIDER DESIGNATED BY RAYTHEON AND TO THE ASSUMPTION BY RAYTHEON OR SUCH NEW IT SERVICES PROVIDER OF THE ITSP'S RIGHTS AND OBLIGATIONS UNDER THE AGREEMENT. IN ALL SUCH CASES, THE ASSIGNMENT OF THE AGREEMENT AND THE ASSUMPTION OF THE RIGHTS AND OBLIGATIONS THEREUNDER SHALL BE AT NO ADDITIONAL COST TO RAYTHEON, THE ITSP OR THE NEW IT SERVICES PROVIDER. RAYTHEON SHALL CAUSE THE ITSP OR NEW IT SERVICES PROVIDER TO AGREE IN WRITING TO ACCEPT AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.

TP-499 TP-499 CAS NONCOMPLIANCE

[include in all Pos where it is known Seller may be in noncompliance with any CAS standard]

(22 FEB 99) AWARD OF THIS ORDER DOES NOT CONSTITUTE A DETERMINATION THAT SELLER'S DISCLOSED AND APPLIED ACCOUNTING PRACTICES USED IN PRICING THIS ORDER ARE IN COMPLIANCE WITH THE COST ACCOUNTING STANDARDS (CAS). THE BUYER RETAINS THE RIGHT TO ADJUST THE PRICE APPROPRIATELY UNDER THE CAS CLAUSE/ATTACHMENT INCORPORATED HEREIN IF A SUBSEQUENT REDUCTION TO THE BUYER'S CONTRACT IS MADE BY THE CONTRACTING OFFICER OF THE PRIME CONTRACT BASED UPON SUCH NONCOMPLIANCE.