FOR RESALE

Prime Contract Number: W9128Z-11-D-0007

Delivery Order (if applicable): 0024

Type or Order: Firm Fixed Price

DPAS: DO:A7

INVOICES AND PACKAGING

This PO and the specific Line Item(s) must be referenced on all shipping documents and invoices.  Any shipments that cannot be processed due to packing slip or invoice discrepancies may be returned to the Supplier at the Supplier’s expense.

Purchase order number must appear on all invoices, packing slips, packages and correspondence.

\*\*THE FOLLOWING POC INFORMATION MUST BE ON ALL PACKING SLIPS\*\*

SAIC Delivery POC: Michael Kohler 520-559-5734 [Michael.J.Kohler@saic.com](mailto:Michael.J.Kohler@saic.com)

Procurement POC: Jennifer Whaley 865-425-5641 Email: [whaleyj@saic.com](mailto:whaleyj@saic.com)

\*\*\*\*\*\*\*\*\*\*FOR PROMPT PAYMENT PROCESSING EMAIL DIRECTLY \*\*\*\*\*\*\*

SEND INVOICE DIRECTLY TO: [AP-Invoices@saic.com](mailto:AP-Invoices@saic.com) (Submit only one attachment per e-mail)

NOTE: FAILURE TO SUBMIT INVOICES TO THE PROPER ADDRESS MAY RESULT IN DELAY OF PAYMENT.

TERMS AND CONDITIONS

Science Applications International Corporation PO Terms and Conditions FAR Rev 6/20/16 and other attachments indicated are hereby incorporated into this Order by reference with the same force and effect as if they were given in full text. Upon request, Buyer will make their full text available.

**Counterfeit Products:**

For purposes, such as parts, articles, components, and assemblies. "Counterfeit Goods" are Goods that are or contain items misrepresented as having been designed, produced, and/or sold by an authorized manufacturer and seller, including without limitation unauthorized copies, replicas, or substitutes. The term also includes authorized Goods that have reached a design life limit or have been damaged beyond possible repair, but are altered and misrepresented as acceptable.

Seller agrees and shall ensure that Counterfeit Goods are not delivered to Buyer.  Goods delivered to Buyer or incorporated into other Goods and delivered to Buyer shall be new and shall be procured directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain.  Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by Buyer.  When requested by Buyer, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.

In the event that Work delivered under this Order constitutes or includes Counterfeit Goods, Seller shall, at its expense, promptly replace such Counterfeit Goods with authentic Goods conforming to the requirements of this Order. Notwithstanding any other provision in this Agreement, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Goods, including without limitation Buyer’s costs of removing Counterfeit Goods, of reinserting replacement Goods, and of any testing necessitated by the reinstallation of Goods after Counterfeit Goods have been exchanged. Seller shall include equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Goods to Buyer.

ORDER OF PRECEDENCE

In the event of an inconsistency or conflict between or among the provisions of this Order and any other document incorporated or referenced herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Purchase Order
2. Science Applications International Corporation PO Terms and Conditions FAR (Rev 2016-6-20)
3. Commercial Items Clauses FAR-DFAR Rev 10/31/16

Additional Flowdowns not included in the attachment:

252.225-7993 Prohibition on Contracting with the Enemy

ATTACHMENTS

The documents listed below are hereby incorporated by reference:

1. Science Applications International Corporation PO Terms and Conditions FAR (Rev 2016-6-20)
2. Commercial Items Clauses FAR-DFAR Rev 10/31/16

\*\*A SIGNED PURCHASE ORDER IS A MANDATORY REQUIREMENT AS ACCEPTANCE OF THIS ORDER\*\*