

Attachment B

CERTIFICATIONS and REPRESENTATIONS

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

The Task Order / Purchase Order Master Terms Agreement requires the Seller to certify that it has not paid any kickbacks and is in compliance with the Anti-Kickback Act of 1986, 41 U.S.C. 51-58, and further, Seller agrees to indemnify Buyer for any costs, liabilities or administrative offsets incurred by Buyer as a result of violations or alleged violations by Seller, its employees, its subcontractors or their employees.

COMPLIANCE WITH APPLICABLE LAWS

- (a) Seller agrees to comply with all applicable laws, orders, rules, regulations and ordinances as amended and in force from time to time.

- (b) Work supplied under this Agreement may be exported worldwide, including countries that prohibit the importation of goods manufactured with child labor or forced, indentured or convict labor. Seller represents, warrants, certifies and covenants that no Work supplied under this Agreement have been or will be produced using forced, indentured or convict labor, or the labor of persons in violation of the minimum working age laws of the country of manufacture, or in violation of minimum wage, hour of service or overtime laws of the country of manufacture.

From time to time, at Buyer's request, Seller shall provide certificates to Buyer in form and substance acceptable to Buyer relating to the requirements of this Provision. Seller shall permit Buyer or its representatives to have reasonable access to the site where work under this Agreement is performed to assess 1) Seller's work quality and compliance with Buyer's specifications and 2) Seller's compliance with its representations, warranties, certifications and covenants hereunder.

ENVIRONMENTAL MATTERS

- (a) Certifications, Representations, and Warranties
 - (i) Seller represents, warrants, certifies and covenants that it shall perform all activities required under this Agreement in compliance with all applicable national, EU, state/provincial and local environmental, health and safety laws and regulations;
 - (ii) Seller represents, warrants, certifies and covenants that it will take appropriate actions to provide a safe and healthy workplace, and to protect local environmental quality in all of its activities, including without limitation, transport.
 - (iii) Seller represents, warrants, certifies and covenants that each chemical substance constituting or contained in goods sold or otherwise transferred to Buyer hereunder is on the list of chemical substances compiled and published by (a) the Administrator of the Environmental Protection Agency pursuant to: the Toxic Substances Control Act (15 USC Section 2601 et seq.) as amended; or (b) the European Inventory of Existing Commercial Chemical Substances (EINECS) or

- the European List of Notified Chemical Substances (ELINCS); or (c) any equivalent lists in any other jurisdictions to which Buyer informs Seller or Seller knows the goods likely will be shipped to or through. Seller represents, warrants, certifies and covenants that each chemical substance constituting or contained in goods sold or otherwise transferred to Buyer is pre-registered if required, and registered if required, under Regulation (EC) No 1907/2006 (“REACH”), is not restricted under Annex XVII of REACH and if subject to authorization under REACH is authorized for Buyer’s use.
- (iv) Seller shall notify Buyer if it decides not to Preregister or Register substances that will be subject to Preregistration or Registration under REACH and are constituting or contained in goods supplied to Buyer at least 12 months before their Preregistration or Registration deadline. Seller will monitor the publication by the European Chemicals Agency of the list of substances meeting the criteria for Authorization under REACH (the “candidate list”) and immediately notify Buyer if any of the goods supplied to Buyer is manufactured by Seller with or contains a substance officially proposed for listing on the candidate list. Seller shall provide Buyer with the name of the substance as well as with sufficient information to allow Buyer to safely use the goods or fulfill its own obligations under REACH.
 - (v) Seller represents, warrants, certifies and covenants that none of the goods supplied under this Agreement contains any: (a) lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBB), polybrominated diphenyl ethers (PBDE) or any other hazardous substances the use of which is restricted under EU Directive 2002/95/EC (27 January 2003)(RoHS Directive), as amended; (b) arsenic, asbestos, benzene, polychlorinated biphenyls (PCBs), carbon tetrachloride, beryllium, or radioactive materials; (c) chemical restricted under the Montreal Protocol on ozone-depleting substances; (d) substance listed on the candidate list of the REACH legislation (Regulation (EC) No 1907/2006) or restricted under Annex XVII of REACH; or (e) other chemical the use of which is restricted in any other jurisdictions to which Buyer informs Seller the goods are likely to be shipped or the Seller knows the goods are likely to be shipped to or through; unless Buyer expressly agrees otherwise in writing as an addendum to this Agreement and Seller identifies an applicable exemption from any relevant legal restriction on the inclusion of such chemicals or hazardous materials in the goods sold or transferred to Buyer. Upon request from Buyer and subject to reasonable confidentiality provisions which enable Buyer to meet its compliance obligations, Seller will provide Buyer with the chemical composition, including proportions, of any substance, preparation, mixture, alloy or goods supplied under this Agreement and any other relevant information or data regarding the properties including without limitation test data and hazard information.
 - (vi) Unless specifically defined as a requirement by Buyer engineering drawings or specifications, the use of cadmium plating or nickel cadmium plating is strictly prohibited in the manufacture of this Work. The use of cadmium plating or nickel cadmium plating is strictly prohibited on all tooling, fixtures, and test equipment that is used for manufacturing, assembly, test, or material handling of the Work unless Seller has notified Buyer in advance and has obtained its prior written consent to such use. Approval shall not be granted where there is a potential for Seller's Good to come into contact with titanium containing items.
 - (vii) Seller represents, warrants, certifies and covenants that, except as specifically listed in a mutually agreed, written addendum to this Agreement, none of the

- goods supplied under this Agreement are subject to electrical or electronic reuse or recycling take back requirements pursuant to applicable national law.
- (viii) Products supplied under this Agreement may be exported worldwide, including to countries that forbid the importation of products manufactured with child labor or with forced, indentured or convict labor. Consequently, Seller represents, warrants, certifies and covenants that no products supplied under this Agreement have been or will be produced utilizing forced, indentured or convict labor, or utilizing the labor of persons in violation of the minimum working age law in the country of manufacture, or in violation of minimum wage, hour of service, or overtime laws in the country of manufacture.
 - (ix) Seller represents, warrants, certifies and covenants that it has established an effective program to ensure that the activities of any Sellers it utilizes to provide any goods or services that will be incorporated into the goods supplied under this Agreement will be conducted in conformance with sub-parts 5. a1 to a8 above.
- (b) Covenants.
- (i) With respect to any goods or other materials sold or otherwise transferred to Buyer hereunder, Seller shall provide all relevant information, including without limitation, safety data sheets in the language and the legally required format of the location to which the goods will be shipped and mandated labeling information, required pursuant to applicable requirements such as: (a) the Occupational Safety and Health Act (OSHA) regulations codified at 29 CFR 1910.1200; or (b) *REACH* or EU Directive 67/548/EC, as amended, if applicable, and (c) any other applicable law, rule or regulation or any similar requirements in any other jurisdictions to which Buyer informs Seller the goods are likely to be shipped. For each such material, identification shall reference the stock or part number of the delivered Work. Hazardous materials include, but are not limited to, materials embedded in a delivered Work in such a manner as to present a potential for personal injury or harm or property damage in the course of normal use, repair, accidents or disposal. All safety data sheets and labels required under this section and HAZCOM shall accompany each delivery, with a copy to PACAVI Group San Diego CA.
 - (ii) Where applicable, for any goods specifically listed in a mutually agreed written addendum to this Agreement as “electrical or electronic equipment” Seller agrees to assume responsibility for taking back those goods in the future upon the request of Buyer and treating or otherwise managing them in accordance with the requirements of applicable national legislation. Seller also agrees to take back as of the date of this Agreement the used goods currently owned by Buyer or to arrange with a third-party to do so in accordance with all applicable requirements. No additional charge will be sought by Seller and no additional payments will be due from Buyer for Seller’s agreement to undertake these responsibilities.
 - (iii) From time to time, at Buyer's request, Seller shall provide certificates to Buyer relating to any applicable legal requirements in each case in form and substance satisfactory to Buyer.
 - (iv) Seller shall permit Buyer or its representatives to have reasonable access to the sites where the work under this Agreement is performed and to its employees in order to assess (1) work quality, (2) conformance with Buyer’s specification, and (3) conformance with Seller’s representations, warranties, certifications and covenants under this Agreement.

NONDISCRIMINATION IN EMPLOYMENT

Seller will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, national origin, or any other characteristic protected by law. Seller agrees to comply with the applicable provisions of any federal, state, or local law or ordinance, and all lawful orders, rules, and regulations issued thereunder. Seller shall also comply with any provisions, representations or agreements, or contractual clauses required thereby to be included or incorporated by reference or operation of law in the Agreement, and the applicable requirements (all of which have been incorporated by reference herein) set forth in 41 CFR Chapter 60, as well as any Executive Orders as now or hereafter issued, amended or codified. Seller certifies that it is in compliance with the requirements for non-segregated facilities set forth in 41 CFR Chapter 60-1.8.

END OF ATTACHMENT