

**CUSTOMER CONTRACT REQUIREMENTS**  
**NAMSA Basic Ordering Agreement**  
**CUSTOMER CONTRACT LCBC0001BO-EX379**

**CUSTOMER CONTRACT REQUIREMENTS**

The following customer contract requirements apply to this contract to the extent indicated below.

**1. Prime Contract Special Provisions** The following prime contract special provisions apply to this contract.

**ARTICLE 3. SPECIAL AREAS**

3.1. Seller shall not acquire for use in the performance of this contract any supplies and/or services from sources not authorized by the U.S. Government, and will use same terms as currently applicable to any U.S. Government contract (at date of signature FAR 52.225-13 Restriction on Certain Foreign Purchases (Jul 2000) and DFAR 252.225-7017).

3.2. For PO for supplies and/or services, Seller will not acquire parts and services from sources:

- In China PRC / Cuba / Laos / North Korea / Vietnam
- In countries subject to a formal trade embargo to be observed by NATO
- In countries known to disregard international trade conventions in respect of copyright and will make those source restrictions applicable also to any subcontract thereof.

**ARTICLE 38. EXAMINATION OF RECORDS**

38.1 This clause is applicable only if

the price, or any of the prices, to be paid for the supplies and/or services to be furnished is/are other firm fixed price(s),

this contract is terminated, in whole or in part, and Seller submits a termination claim as a result thereof, or

in the event a dispute arises between Buyer and Seller and proceeding are instituted pursuant to the Disputes clause of this contract.

38.2 A. Items sold and subject to a purpose issued price proposal: Seller agrees that DCAA on behalf of Buyer's customer (NAMSA), shall, until the expiration of three years after final payment under a release against LCBC0001BO-EX379, have access to and the right to examine any pertinent books, documents, papers, and records of Seller involving transactions related to such release. Seller shall have the right to review any resulting audit report, for commercially sensitive information prior to submission to NAMSA.

B. Items sold and subject to catalog price: Seller agrees that the DCAA on behalf of NAMSA, shall, until three years after final payment under a release against LCBC0001BO-EX379, have access to and the right to examine for sales by Seller to Buyer or NAMSA, Seller invoices and price lists for products sold and correspondence related to such sales, excluding and documents and records referencing Seller's detailed costs and profits.

38.3 Seller further agrees to include in all its subcontracts hereunder a provision substantially as set forth in this clause, including this paragraph. If Seller chooses, the auditing of Seller's books, documents, papers, and records may be performed by Seller's outside independent auditor.

38.4 The period of access and examination for records related appeals under the Disputes clause of this contract or litigation or the settlement of claims under this contract, shall continue until such appeals, litigation, or claims have been resolved.