

\*\*\*PLEASE REFERENCE VESSEL NAME AND PO NUMBER ON ALL DOCUMENTS\*\*\*

- USMMI PROHIBITS THE PROVISION OF ANY ASBESTOS CONTAINING MATERIAL
- VENDOR MUST CONFIRM RECEIPT OF PURCHASE ORDER TO THE BUYER.
- BY ACCEPTING AND/OR PERFORMING THIS PURCHASE ORDER, THE SUPPLIER CERTIFIES THAT THEY ARE NOT CURRENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR DECLARED INELIGIBLE FOR THE AWARD OF CONTRACTS BY ANY FEDERAL AGENCY.
- ORDER MUST BE SHIPPED AS SPECIFIED - NO SUBSTITUTES ALLOWED WITHOUT PRIOR AUTHORIZATION.
- IF UNABLE TO SHIP BY AGREED DATE PLEASE NOTIFY THE BUYER ASAP.

#### DELIVERY

- ORDER MUST BE SHIPPED COMPLETE. PARTIAL SHIPMENTS ARE NOT TO BE SHIPPED WITHOUT PRIOR AUTHORIZATION.
- SHIPPING CHARGES ARE TO BE INCLUDED ON THE ORIGINAL INVOICE. PLEASE DO NOT BILL THESE CHARGES SEPARATELY UNLESS OTHERWISE AGREED UPON WITH THE BUYER.
- THE PURCHASE ORDER AND ONE COPY OF THE DELIVERY RECEIPT MUST BE ATTACHED TO ALL PACKAGES AND THE VESSEL NAME AND PURCHASE ORDER NUMBER MUST BE CLEARLY VISIBLE.

#### INVOICE SUBMISSION

- THE VESSEL NAME AND PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES AND ALL INVOICES MUST INCLUDE A PROOF OF DELIVERY OR A COMPLETION REPORT SIGNED BY THE VESSEL OR VESSEL MANAGER.
- ALL INVOICES MAY BE SUBMITTED VIA E-MAIL TO ACCOUNTSPAYABLE@USMMI.COM WITH THE BUYER IN COPY. ONE INVOICE WITH SUPPORTING DOCUMENTATION IS TO BE ATTACHED PER E-MAIL. IF THERE ARE MULTIPLE INVOICES, PLEASE SEND EACH INVOICE IN A SEPARATE EMAIL. ANY E-MAIL WITH MULTIPLE INVOICES WILL BE REJECTED.
- FOR SERVICE INVOICES, THE VENDORS SHALL INVOICE USMMI SEPARATELY FOR SERVICES PERFORMED AND PARTS PROVIDED. ONE INVOICE SHALL BE BILLED FOR THE SERVICE AND ONE INVOICE SHALL BE BILLED FOR THE PARTS. THE PURPOSE OF THIS SEPARATION IS TO CLEARLY DISTINGUISH WHAT AD VALOREM DUTIES SHALL BE ASSESSED, PER 19 USC 1466(A).
- ALL INVOICES MUST INCLUDE AN INVOICE NUMBER PREVIOUSLY UNUSED BY THE VENDOR (FOR MULTIPLE INVOICES ON THE SAME PROJECT, A LETTER OR NUMBER DESIGNATION CAN BE ADDED TO THE END OF THE ORIGINAL INVOICE NUMBER). USMMI WILL NOT BE RESPONSIBLE FOR ANY VENDOR BANK CHARGES.

- ALL PHYSICAL INVOICES MUST BE MARKED "CERTIFIED ORIGINAL" AND MAY BE SUBMITTED VIA COURIER OF THE VENDOR'S CHOOSING TO:

U.S. MARINE MANAGEMENT INC.

ACCOUNTS PAYABLE

140 CORPORATE BOULEVARD

NORFOLK, VA 23502

- NON-PAYMENT IF LATE INVOICING: IN THE EVENT USMMI HAS NOT RECEIVED THE INVOICE FOR THE GOODS OR SERVICES UNDER A PURCHASE ORDER 180 (ONE-HUNDRED AND EIGHTY) DAYS AFTER THE DELIVERY OF THE GOODS OR COMPLETION OF THE SERVICES, SUCH GOODS OR SERVICES SHALL NOT QUALIFY FOR INVOICING AND SHALL NOT BE PAYABLE.

#### CLAUSES AND DECLARATIONS

- WHEN PROCURING ENERGY SERVICES, PRODUCTS AND EQUIPMENT THAT HAVE, OR CAN HAVE, AN IMPACT ON SIGNIFICANT ENERGY USE, PROCUREMENT WILL BE PARTLY EVALUATED ON THE BASIS OF ENERGY PERFORMANCE.
- WE HEREBY DECLARE THAT WE ARE THE OWNERS/OPERATORS OF THE SEAGOING VESSEL NAMED ON THIS PURCHASE ORDER.
- WE CONFIRM THAT ALL THE PARTS AND EQUIPMENT WE ORDER ARE OF A KIND ORDINARILY INSTALLED OR INCORPORATED IN, AND ARE TO BE INSTALLED OR INCORPORATED IN, THE PROPULSION, NAVIGATION, COMMUNICATIONS SYSTEMS OR THE GENERAL STRUCTURE OF A QUALIFYING VESSEL AS SET OUT IN THE EU VAT DIRECTIVE ART. 148. WE UNDERTAKE TO ADVISE YOU IMMEDIATELY SHOULD THESE PARTS BE USED FOR ANY OTHER PURPOSE AND PAY YOU THE VAT DUE.
- VENDOR, CONTRACTOR, AND SUBCONTRACTOR NOTIFICATION 41 C.F.R. § 60-300.44(f)(1)(ii)

VENDORS, CONTRACTORS, AND SUBCONTRACTORS WILL BE NOTIFIED, AS REQUIRED, THAT IS AN EEO EMPLOYER AND HAS ESTABLISHED AN AFFIRMATIVE ACTION PROGRAM FOR PROTECTED VETERANS. THE NOTICE WILL EXPRESSLY STATE THAT THE ORGANIZATION HAS TAKEN AFFIRMATIVE STEPS TO RECRUIT, EMPLOY AND ADVANCE IN EMPLOYMENT QUALIFIED PROTECTED VETERANS. EACH VENDOR, CONTRACTOR AND SUBCONTRACTOR WILL BE ENCOURAGED TO UNDERTAKE AFFIRMATIVE ACTION TO EMPLOY AND ADVANCE IN EMPLOYMENT QUALIFIED PROTECTED VETERANS. ANY CONTRACTUAL AGREEMENT BETWEEN USMMI AND ITS VENDORS, CONTRACTORS, AND SUBCONTRACTORS SHALL INCLUDE THE AFFIRMATIVE ACTION CLAUSE (41 C.F.R. § 60-300.5), AS REQUIRED.

- SUPPLIERS ARE REQUIRED TO UPHOLD OUR THIRD-PARTY CODE OF CONDUCT. THIS ADDRESSES ANTI-CORRUPTION, LABOR PRACTICES, ENVIRONMENTAL PROTECTION AND THE HUMAN RIGHTS OF SUPPLIER EMPLOYEES.

- MORE INFORMATION CAN BE FOUND AT THE FOLLOWING FAR/DFAR SITE ACQUISITION.GOV FOR THE FLOW DOWN CLAUSE REQUIREMENTS OF THE PURCHASE ORDER/CONTRACT THAT MAY APPLY: ACQUISITION.GOV.

- PRIORITY RATING DO-A3 REQUIRED DELIVERY DATES ARE AS INDICATED IN THIS CONTRACT. THIS IS A RATED ORDER CERTIFIED FOR NATIONAL DEFENSE USE, AND YOU ARE REQUIRED TO FOLLOW ALL PROVISIONS OF THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS) REGULATIONS (15 CFR 700).

- MINIMUM INSURANCE REQUIREMENTS:

ALL SERVICE CONTRACTORS MUST SUPPLY USMMI WITH PROOF OF INSURANCE FOR SERVICE CONTRACTS PRIOR TO PERFORMANCE OF WORK.

- IN THE US, PLEASE PROVIDE WORKS COMPENSATION CERTIFICATE OF COVERAGE

- COMPREHENSIVE GENERAL LIABILITY CERTIFICATE OF COVERAGE WITH A MINIMUM LIABILITY OF \$1M WILL BE REQUIRED FOR VENDORS IN THE US AND OUTSIDE THE US