

1. This Purchase Order ("P.O.") is financed with U.S Government funds. For a period of three years following receipt of the final payment hereunder made by the Government of Israel (GOI), an authorized representative of the U.S. Government (USG) shall have the access to and the right to examine any of Seller's directly pertinent records involving transaction related to this P.O. Seller has included a clause in first-tier supplier contracts ("subcontracts") hereunder to the effect that, for a period of three years following the final payment to Seller by the GOI, authorized representatives of the USG shall have access to and the right to examine any of the supplier's directly pertinent records involving transaction related to such subcontracts. "Subcontract" for this purpose is defined as all first-tier agreements except:

- I. those equal to or less than \$100,000 in value,
- II. those in implementation of a P.O. awarded by the GOI to the Seller on a competitive lowest responsive bid or best bid/best value basis,
- III. those for raw materials, commercially available off-the-shelf items, and common hardware items purchased at widely circulated catalog prices, or
- IV. those issued and effective prior to the date of the P.O.

2. By signing this P.O., Seller certifies and agrees that no bribes, rebates, gifts, kickbacks or gratuities have been or will be offered to or given to (directly or indirectly) contrary to United States law, or have or will be arranged contrary to United States law with officers, officials, or employees of the GOI by Seller, its employees or agents which are intended to secure this P.O. or favorable treatment under this P.O. or for any other purpose relating to this P.O.

3. By signing this P.O., Seller certifies that, except as otherwise specifically disclosed herein, the end items provided hereunder will be manufactured in the U.S., the services performed hereunder will be performed by the U.S. Seller, and the dollar value of all non-U.S. origin items, components or services to be provided hereunder is indicated herein.

Seller certifies that the percentage of non-U.S. origin items, components, and services by dollar value is the same as was certified in Seller's proposal and is set forth in this P.O. and that the explanation for such non-U.S. origin items, components, and services is the same as that certified in the Seller's proposal.

4. Each of the Seller's invoices, submitted with respect hereto shall contain the following certification to be signed by Seller:

"The Contractor \_\_\_\_\_ acknowledges that U.S. Government funds are being used by the Government of Israel to finance this purchase and certifies that the invoice(s) submitted with respect thereto are free from any material false statement or misrepresentation and do not omit any material facts."

5. By signing this P.O., Seller acknowledges and accepts this P.O. in accordance with the terms and conditions set forth herein,

The persons signing below on behalf of Seller each represent that he or she has actual authority to sign on behalf of the Seller and to bind the Seller with regard to all commitments contained in the foregoing.