

# ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH ORDER/AGREEMENT NO. <b>N62558-04-M-4306</b>	2. DELIVERY ORDER/CALL NO.	3. DATE OF ORDER/CALL (YYYYMMDD) <b>2003NOV14</b>	4. REQUISITION/PURCH REQUEST NO. <b>SC0700-03-M-S410</b>
5. PRIORITY <b>13</b>			

6. ISSUED BY U.S. NAVAL REGIONAL CONTRACTING CENTER DETACHMENT LONDON (NRCC), BLOCK 2, WING 12, LIME GROVE, RUISLIP, MIDDX. HA4 8BX POC: VICTORIA MCNAMARA 44 20-8385-5396/FAX 5334 E-MAIL: Victoria.mcnamara@nrcc-london.navy.mil	CODE <b>N62558</b>	7. ADMINISTERED BY (If other than 6) DCMA SOUTHERN EUROPE KONRAD-ADENAUER RING 39 65187 WIESENBADEN GERMANY POC: CHUCK COKER +49 (0) 611-816-2036 chuck.coker@dcma.mil FAX: 0049 611 816 2090	CODE <b>SGR18A</b>
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9. CONTRACTOR NAME: LERC S. A. AND: CHEMIN DES HAMAIDES BP 119 ADDRESS: 59732 ST AMAND LES EAUX CEDEX FRANCE POC: FRANCOIS ROMET +33-3-27-22-85-50 FAX: +33-3-27-22-85-55 E-MAIL: f.romet@lerc.fr	CODE <b>F3435</b>	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYMMDD) <b>2004 APR 05 or earlier</b>	8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)
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14. SHIP TO FOR GOVERNMENT USE ONLY: SEE SCHEDULE	CODE	15. PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICE KLEBER KASERNE, GEB. 3208, ATTENTION CO MANNHEIMER STRASSE 218/219 67657 KAISERSLAUTEN, GERMANY	CODE <b>HQ0430</b>	11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
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16. TYPE OF ORDER	DELIVERY	PURCHASE	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your FAX QUOTE #8173 dated 28 OCT 2003 ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.
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NAME OF CONTRACTOR \_\_\_\_\_ SIGNATURE \_\_\_\_\_ TYPED NAME AND TITLE \_\_\_\_\_ DATE SIGNED (YYMMDD) \_\_\_\_\_

If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE  
CG: 97X4930.5CC0 001 00260 0 000000 00 000000 0000000S33150

Award Amount US: \$29,887.77

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	<p>PROMPT PAYMENT ACT: Unless otherwise stated in the body of this document, contractor supplies and services provided herein are subject to the seven (7) calendar day constructive acceptance period, as stated in NAPS 5232.903.</p> <p>The "Ship to" address is for US Government information only. The contractor shall contact the Transportation Branch at DCMA Southern Europe, PH: +49(0)611-816-2037; FAX: +49(0)611-816-2090 for shipping instructions prior to dispatch of goods. Goods will be delivered to Ramstein, GERMANY. The Transportation Branch will specify the required shipment markings and provide labels as necessary.</p> <p>Exchange Rate \$1.23 = €1.00</p>				

<p>* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.</p> <p>24. UNITED STATES OF AMERICA <i>V. McNamara</i> BY: VICTORIA MCNAMARA +44(0)208385 5398 CONTRACTING/ORDERING OFFICER</p>	<p>25. TOTAL <b>€24,299.00</b></p> <p>26. DIFFERENCES</p>
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27a. QUANTITY IN COLUMN 20 HAS BEEN  
 INSPECTED  RECEIVED  ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	27. SHIP. NO.	29. D.O. VOUCHER NO.	30. INITIALS
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f. TELEPHONE NUMBER	g. E-MAIL ADDRESS	31. PAYMENT <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
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36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. CHECK NUMBER	35. BILL OF LADING NO.

37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.
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ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0001	<p>NOMEN: WINCH, DRUM, HAND OPERATED NSN: 3950-01-354-9432 P/N: A3156805-001 LERC NUMBER: F3435-75966 REQUISITION #: SC0700-03-M-S410</p> <p>PKG: STANDARD COMMERCIAL MARKING IAW MIL STD 129 BAR CODING REQUIRED</p> <hr/> <p>NON-CRITICAL ITEM</p> <hr/> <p>PRI: 13 CD: C TAC: S1CC TP: 03</p> <p>QUP: 001 CDD: 05 APRIL 2004 or earlier</p> <p><b><u>SHIP TO (FOR USA GOVERNMENT USE ONLY):</u></b> W25G1U TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113-134 NEW CUMBERLAND PA 17070-5001</p>	5	EA	€4,859.80	€24,299.00

## NOTES

1. Acceptance shall be at the contractor's or subcontractor's plant. The cognizant DCMA inspector at the administration office identified in block 7 of the DD Form 1155 shall be notified 7 days prior to supplies or services being ready for Government acceptance.
2. In addition to copies required by DFARS 246.370, two (2) copies of the DD Form 250 shall be forwarded to:

D.S.C.C. (SC0700)  
3990 E. Broad St.  
Columbus, OH. 43216-5000  
Attn: Dennis Wilkerson  
Dennis.Wilkerson@dla.mil  
Tel: (614) 692-4603  
Fax: (614) 693-1607

**FAR 52.252-2 (c) Clauses Incorporated by Reference (MAY 2002)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.deskbook.osd.mil](http://www.deskbook.osd.mil)  
<http://farsite.hill.af.mil>

**FAR 52.211-5 Material Requirements (AUG 2000)****FAR 52.213-4 Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items) (June 2003)****FAR 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997)****FAR 52.225-8 Duty-Free Entry (FEB 2000)****FAR 52.225-13 Restrictions on Certain Foreign Purchases (JUL 2000) (DEVIATION)****FAR 52.225-14 Inconsistency Between English Version and Translation of Contract (FEB 2000)****FAR 52.232-25 Prompt Payment (FEB 2002)****FAR 52.246-1 Contractor Inspection Requirements (APR 1984)****FAR 52.246-15 Certificate of Conformance (APR 1984)****FAR 52.246-16 Responsibility for Supplies (APR 1984)****FAR 52.247-43 F.o.b. Designated Air Carrier's Terminal, Point of Exportation (APR 1984)****FAR 52.247-52 Clearance and Documentation Requirements—Shipments to DOD Air or Water Terminal Transshipment Points (APR 1984)****DFARS 252.222-7002 Compliance with Local Labor Laws (Overseas) (JUN 1997)****DFARS 252.225-7013 Duty Free Entry (APRIL 2003)****DFARS 252.225-7041 Correspondence in English (JUN 1997)****DFARS 252.225-7042 Authorization to Perform (APR 2003)****DFARS 252.229-7000 Invoices Exclusive of Taxes or Duties (JUN 1997)****DFARS 252.229-7001 Tax Relief (JUN 1997) Name of Tax: FRENCH VAT Rate: 19.6%****DFARS 252.232-7008 Assignment of Claims (Overseas) (JUN 1997)****DFARS 252.233-7001 Choices of Law (Overseas) (JUN 1997)****DFARS 252.246-7000 Material Inspection and Receiving Report (MAR 2003)**

## SCHEDULE

N62558-04-M-4306

- (a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.
- (b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area Work Flow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b) (1) of the clause at 252.232-7003) fulfils the requirement for a material inspection and receiving report (DD Form 250).

**NAPS 5252.232-9000 Submission Of Invoices (Fixed Price)(JUL 1992)**

- (a) "Invoice" as used in this clause does not include contractor requests for progress payments.
- (b) The contractor shall submit original invoices with copies to the address identified in the solicitation/-contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.
- (e) The contractor shall prepare:
- a separate invoice for each activity designated to receive the supplies or services.
  - a consolidated invoice covering all shipments delivered under an individual order.
  - either of the above.
- (f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

**NAVSUP 5252.229-9400 Taxes - France (JAN 1992)**

- (a) Pursuant to FAR 52.229-6, entitled "Taxes--Foreign Fixed- Price Contracts" listed in Section I, the Contractor warrants that the contract prices, including the prices in subcontracts hereunder, do not include the taxes cited herein or any other taxes from which the United States Government is exempt.
- (b) The United States Government is exempted from payment of Taxe Sur La Valeur Ajoutee (TVA), in accordance with the Memorandum of Agreement Between the Government of the United States and the Government of the French Republic Relating to Tax Relief and Expenditures Made in France by the Government of the United States in the interests of the Common Defense. This memorandum of agreement is commonly called the Franco-American Tax Relief Agreement of 13 June 1952. Under this agreement, the entire amount of taxes is exempted and not just the amount actually paid by the vendor.
- (c) Goods procured for export from France are exempt from TVA under French law. Examples of such exported goods are those provided directly to U. S. Navy vessels (e.g., fresh provisions, port services) or items consigned to a destination outside of France.
- (d) To obtain the U. S. Forces exemption for TVA and the applicable taxes listed below for those goods and services not normally considered exports (e.g., car rental services), the Contractor is responsible for the following:
- (1) Retaining copies of the contract, and any delivery orders issued under the contract, with receiving reports and public vouchers for presentation on request by the French Ministry of Finance and Economic Affairs.
  - (2) Showing on all offers and invoices the following data:
    - (i) Unit prices inclusive of taxes
    - (ii) Itemized taxes with details as to those to be exempted
    - (iii) Unit prices net of taxes (price to be paid by U. S. Government)
- (e) In addition to the TVA, purchases by the U. S. Forces are exempt from the following taxes:
- (1) Contract Registration Tax
  - (2) Customs Duties