

ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice.)

Form Approved
OMB No. 0704-0187
Expires Jun 30, 1997

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Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington, DC 20503

PLEASE **DO NOT** RETURN YOUR FORM TO EITHER OF THESE ADDRESSES.
SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.

1. CONTRACT/PURCH ORDER NO F34601-01-G-0007		2. DELIVERY ORDER NO. UB7B		3. DATE OF ORDER (YYMMDD) 2004 JUL 28		4. REQUISITION/PURCH REQUEST NO. YPE04117000386		5. PRIORITY DOA7		
6. ISSUED BY Defense Supply Center Columbus P.O. Box 3990 Columbus, OH 43218-3990 Local Administrator: PCCPANK (614)692-7881 / FAX: (614)692-6915 E-mail: Donna.Favors@dla.mil			CODE SP0900		7. ADMINISTERED BY (if other than 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD, BLDG. 203 ARLINGTON HEIGHTS, IL 60005-2451			CODE S1403A		8. DELIVERY FOB <input type="checkbox"/> DEST <input checked="" type="checkbox"/> OTHER (See Schedule if other)
9. CONTRACTOR NORTHROP GRUMMAN SYSTEMS CORP ES DSD 600 HICKS RD ROLLING MEADOWS IL 60008-1098			CODE 26916		FACILITY CODE		10. DELIVER TO FOB POINT BY (Date) (YYMMDD) See Schedule		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
14. SHIP TO See Schedule - Do Not Ship to Address in Block 6			CODE		15. PAYMENT WILL BE MADE BY HQ0339 DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P O BOX 182381 COLUMBUS OH 43218-2381			CODE HQ0339		MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER

16. DELIVERY TYPE OF ORDER		<input checked="" type="checkbox"/> DELIVERY <input type="checkbox"/> PURCHASE		This delivery order is issued on another Government agency or in accordance with an J subject to terms and conditions of above numbered contract and furnish the following on terms specified herein Reference your KC-MO-04-373/Q3244						
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 OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.										

NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYMMDD)	
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:							

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
EG: 97X4930 5CE0 001 26.0 S33150

18. ITEM NO	19. SCHEDULE OF SUPPLIES/SERVICE	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	Remarks: ACCELERATED DELIVERY IS ACCEPTABLE AND DESIRED AT NO COST TO THE GOVERNMENT. Additional documents to follow hardcopy.	TOTAL: 35			

* 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.		24. UNITED STATES OF AMERICA BY SHERRY M. THOMPSON Contracting Officer		25. TOTAL \$ 11305.00	
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED		27. SHIP NO <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		28. DO VOUCHER NO	
DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____		31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY	
36. I certify this account is correct and proper for payment DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____		33. AMOUNT VERIFIED CORRECT FOR		34. CHECK NUMBER	
37. RECEIVED AT		38. RECEIVED BY (Print)		35. BILL OF LADING NO	
39. DATE RECEIVED (YYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER	
				42. S/R VOUCHER NO	

CONTINUATION SHEET

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FOB INSPECTION/ACCEPTANCE SHALL BE AT: ROLLING MEADOWS IL
QUANTITY VARIANCE: INCREASE 0%, DECREASE 0%
ALL TERMS AND CONDITIONS OF CITED BOA APPLY INCLUDING THE SPECIAL
PROVISION VANISHING VENDOR CLAUSE EXHIBIT 1 (Q3244)
DELIVERY IS PHASED BUY ORDER ALTHOUGH EARLY PARTIAL SHIPMENTS ARE
ENCOURAGED AND ACCEPTABLE.

CONTINUATION SHEET

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SECTION B

PR YPE04117000386
NSN 5950-01-298-1698

ITEM DESCRIPTION:

COIL

NORTHROP GRUMMAN SYSTEMS CORP (26916) P/N 056-001189-001

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AA	YPE04117000386	0001	10	EA	\$323.00000	\$3230.00
QTY VARIANCE: PLUS 0% MINUS 0% INSPECTION POINT: ORIGIN ACCEPTANCE POINT: ORIGIN						

DELIVERY FOB: ORIGIN BY: 2005 APR 14

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AB	YPE04117000386	0001	10	EA	\$323.00000	\$3230.00
QTY VARIANCE: PLUS 0% MINUS 0% INSPECTION POINT: ORIGIN ACCEPTANCE POINT: ORIGIN						

DELIVERY FOB: ORIGIN BY: 2005 MAY 14

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AC	YPE04117000386	0001	10	EA	\$323.00000	\$3230.00
QTY VARIANCE: PLUS 0% MINUS 0% INSPECTION POINT: ORIGIN ACCEPTANCE POINT: ORIGIN						

DELIVERY FOB: ORIGIN BY: 2005 JUN 13

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AD	YPE04117000386	0001	5	EA	\$323.00000	\$1615.00
QTY VARIANCE: PLUS 0% MINUS 0% INSPECTION POINT: ORIGIN ACCEPTANCE POINT: ORIGIN						

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SECTION B

PR YPE04117000386 PRLI 0001 CONT'D
DELIVERY FOB: ORIGIN BY: 2005 JUL 13

PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999

QUP = 001: PRES MTHD = ZZ: CLNG/DRY = X: PRESV MAT = XX:
WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNESS = X:
UNIT CONT = XX: OPI = M:
INTRMDTE CONT = XX: INTRMDTE CONT QTY = XXX:
PACK CODE = U:

MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.

SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.

SUPPLEMENTAL INSTRUCTIONS

PRESERVATION AND PACKAGING SHALL BE IAW THE
LATEST REVISION OF MILITARY SPECIFICATION:
MIL-E-17555, FOR ELECTRONIC EQUIPMENT.

WHEN ZZ IS THE METHOD OF PRESERVATION, USE LEVEL
'A' PRESERVATION AS CITED IN THE COMMODITY
SPECIFICATION.

For all shipments of packaged materiel to the government, which includes either depot (DLA-direct) or DVD (customer-direct) shipments, both DoD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, revision P, dated December 15, 2002. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. MSL label stock quality shall meet MIL-PRF-61002. MSL bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2-D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9008. When the contract/order omits any data element required to be bar-coded, the field shall be zero-filled. These requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

PARCEL POST ADDRESS:

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SECTION B

W25G1U
XU TRANSPORTATION OFFICER
DDSP NEW CUMBERLAND FACILITY
BUILDING MISSION DOOR 113 134
NEW CUMBERLAND PA 17070-5001

FREIGHT SHIPPING ADDRESS:

W25G1U
TRANSPORTATION OFFICER
DDSP NEW CUMBERLAND FACILITY
BUILDING MISSION DOOR 113-134
NEW CUMBERLAND PA 17070-5001

NON-MILSTRIP
PROJ NS1

* * * * *

REMIT PAYMENT TO:

* * * * *

EXHIBIT 1**Q3244****VANISHING VENDOR CLAUSE**

Any resulting contract or order must contain the following provision, which is necessary due to the numerous vanishing suppliers in the marketplace:

"Some of the parts used in the manufacture of this item are of an obsolete nature. Therefore, in the event Northrop Grumman cannot obtain specific material required in the manufacture of the item, the Contractor shall notify the Contracting Officer. At that time, Northrop Grumman may recommend a solution and specify the impact such solution will have on the purchase order price and delivery. If the Contracting Officer accepts the recommended solution, a modification shall be executed between the Government and the Contractor equitably adjusting the order price and revising the delivery. Under no circumstances shall the Contractor initiate any redesign effort or incur any additional costs without the express, written authorization of the Contracting Officer. In the event the Contracting Officer does not accept the recommended solution or authorize a redesign effort by Northrop Grumman, the purchase order shall be terminated for the convenience of the Government."

EXHIBIT 2

Q3244

The below twelve (12) month Material and Workmanship Warranty is included for this effort:

Seller covenants and agrees that the work and equipment delivered under this Order shall be free from defects in material and workmanship at the time of delivery. Seller will, at its option, repair, correct, or replace, F.O.B. point of manufacture, any such work or equipment which proves to be defective, provided that Seller is given written notice by Buyer of any such defect no later than one (1) year after delivery, (as hereinafter defined). Seller may at its option, participate in the defect investigation of the work and/or equipment at the installation site and repair, correct, or replace the defective item at such site or at its designated facility.

Repair, correction, or replacement in the manner provided above shall constitute fulfillment of all Seller's obligations under this assurance. Such assurance shall not apply to design or to any equipment or parts which have been subjected to accident, misuse, or unauthorized alteration, to normal wear (which includes components with innate limited life), or to defects caused by not complying with Seller's installation and service requirements (if the failed equipment or parts were not installed by the Seller).

This assurance shall apply to and include correction of Technical Data pertinent to defective work and equipment as the extent delineated herein above, but in no event to include computer software.

If the repair, correction, or replacement of equipment is not within the scope of this clause, then Seller shall require a separate purchase order from the Buyer.

THE FOREGOING COVENANTS ARE EXCLUSIVE AND ARE IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS, STATUTORY OR IMPLIED. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.