ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 01/06/2010
2. CONTRACT NO. (if any):
3. ORDER NO.: HSBP1010P00099
4. REQUISITION/REFERENCE NO.: 0020053391
5. ISSUING OFFICE (Address correspondence to):
DHS - Customs & Border Protection
CBP, Procurement Directorate
Intech Two, Suite 100
6650 Telecom Drive
Indianapolis IN 46278

6. SHIP TO:
a. NAME OF CONSIGNEE: See Attached Delivery Schedule
b. STREET ADDRESS:
c. CITY:
d. STATE:
e. ZIP CODE:
f. SHIP VIA:

7. TO:
a. NAME OF CONTRACTOR: FNH USA LLC
b. COMPANY NAME: DBA/Foreign Parent is Herstal SA
c. STREET ADDRESS: 1420 BEVERLY RD, STE 200
d. CITY: MCLEAN
e. STATE: VA
f. ZIP CODE: 22101-3645

8. TYPE OF ORDER
☒ a. PURCHASE - Reference Your _____
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
☐ b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

10. REQUISITIONING OFFICE: (b) (6)

9. ACCOUNTING AND APPROPRIATION DATA

CONTRACTOR TIN: (b) (4)

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ a. SMALL ☒ b. OTHER THAN SMALL
☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED
☐ e. HUBZone ☐ f. EMERGING SMALL BUSINESS
☐ g. SERVICE-DISABLED VETERAN-OWNED

12. F.O.B. POINT: Other

13. PLACE OF
a. INSPECTION:
b. ACCEPTANCE:

14. GOVERNMENT B/L NO.:

15. DELIVER TO F.O.B POINT ON OR BEFORE (Date): 02/08/2010

16. DISCOUNT TERMS: Net 30

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Accpt
10	48048555 Wash Pink Projectile 150 per box	(b) (4)	BX	(b) (4)	$12,230.81	

18. SHIPPING POINT:
19. GROSS SHIPPING WEIGHT:
20. INVOICE NO.:

21. MAIL INVOICE TO:
a. NAME: DHS - Customs & Border Protection National Finance Center
b. STREET ADDRESS (or P.O. Box): PO Box 68908
c. CITY: Indianapolis
d. STATE: IN
e. ZIP CODE: 46268

SEE BILLING INSTRUCTIONS REVERSE

TOT. (Cont. pages): $0.00

17(i) GRAND TOTAL: $12,230.81

22. UNIT BY (Sig (b) (6)

23. NAME (Typed): SUSAN E. HARGETT-EVANS
TITLE: CONTRACTING/ORDERING OFFICER

(REV.

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OPTIONAL FORM 347 (4/2006)
Prescribed by GSA/FAR 48 CFR 53.213 (f)

Federal Tax Exempt ID: 72-0408780

Emailing Invoices to CBP. As an alternative to mailing invoices to the National Finance Center as shown on page of this award,you may email invoices to: cbpinvoices@dhs.gov.

NOTES:

The purpose of this delivery order is to provide line items 00010 per the terms and conditions of the attached Section A.

Reference quote no. FN303LE-120209-0006 dated 12/2/09.

The Order Number (Block 3) shall be referenced on the invoice.

Also please provide a copy of the invoice to (b) (6) Ph (b) (6) Fax(304)724-5944 e-mai (b) (6) (b) (6)

CBP Delivery Site Point of Contact: (b) (6) Ph (b) (6)

Contract Specialist: (b) (6)

PURCHASE ORDER TERMS AND CONDITIONS

U.S. CUSTOMS and BORDER PROTECTION
Supplemental Clauses/Provisions

Order Number: HSBP1010P00099

I.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	48048555 Wash Pink Projectile	(b) (4) [redacted]	BX	(b) (4) [redacted]	$12,230.81

Total Funded Value of Award: **$12,230.81**

I.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2671USCSGLCS0901800000Z00010400BN01 111112671	$12,230.81

I.3 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection (b) (7)(E) [redacted]	10	(b) (7)(E) [redacted]	02/08/2010

I.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
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.arnet.gov

I. FEDERAL ACQUISITION REGULATION (48 CHAPTER 1) CLAUSES

NUMBER TITLE

I.5 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

I.6 52.233-1 DISPUTES (JUL 2002)

I.7 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

I.8 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)

I.9 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009) ALTERNATE I (AUG 2007)

(a) Definitions. As used in this clause--

"Coercion" means--

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person--

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

"Individual" means a Contractor that has no more than one employee including the Contractor.

"Involuntary servitude" includes a condition of servitude induced by means of--

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall--

(1) Notify its employees of--

(i) (A) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of--

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in --

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) *Mitigating Factor.* The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/g/tip.

(End of clause)

I.10 CONTRACT TYPE (OCT 2008)

This is a contract, order, or BPA.

[End of Clause]

I.11 TAXES CURRENCY AND PAYMENT (DEC 2003)

A. All purchases made by the Program for the benefit of the Government of are exempt from Value Added Taxes (VAT). Documentation of exemption will be available to the contractor by the United States Embassy located in .

B. No payment will be made until all deliveries have been made unless partial payments have been provided for in the contract/order. Payment will be issued by Electronic Funds Transfers (EFT) only. Payment will be in United States Dollars ($). Payment is firm fixed, and no adjustments will be made for currency fluctuations.

[End of Clause]