

APPENDIX 'M'

(2) Transfer title and deliver to Buyer the fabricated or unfabricated parts, work

- (1) Value of shipment.
- (2) Number of crates or boxes.
- (3) Weight and cubic volume.
- (4) PO Number.
- (5) Date shipment will be available for pickup.

9. Add the following new Clause 34. SUBCONTRACTING:

Seller shall not knowingly select any subcontractor who is disbarred, suspended or declared ineligible to do business with the U.S. Government, for the performance of this PO.

10. Add the following new Clause 35. MAINTENANCE OF SECRECY:

Seller acknowledges the significance of national security matters of the Republic of Korea. Seller hereby agrees that it shall not disclose any information or data obtained from or related to the performance of this PO to any third party except as required in the performance of this PO and as required by Buyer and/or the U.S. Government, without prior written consent of Buyer.

11. Add the following new Clause 36. SALES COMMISSIONS AND FEES:

Seller represents that the PO price (including any subcontracts awarded hereunder) does not include any direct or indirect costs of sales commissions or fees for Seller's sales representatives for the solicitation or promotion or otherwise to secure the conclusion of the sale of any of the supplies or services called for by this PO to Buyer.

Seller's representation represents a material representation upon which Buyer relied in awarding this PO to Seller.

12. Add the following new Clause 37. LIQUIDATED DAMAGES:

Should Seller fail to make delivery of an item in accordance with the delivery schedule in this PO, then Buyer shall be entitled to receive compensation from Seller in the form of liquidated damages and not as a penalty.

The amount of the liquidated damages shall be equivalent to 0.15% per day of the price of the delayed item(s), beginning the first day of the next month after the agreed delivery date. Any liquidated damages arising from the performance of this PO shall be deducted by Seller from the invoice following the late delivery of any such item(s).

In no event shall failure to assess liquidated damages be considered a waiver of Buyer's right in other articles or clauses set forth herein. Moreover, Buyer may, as an alternative to the assessment of liquidated damages, recover actual damages under other articles or clauses set forth herein, or by other remedies at law and/or equity.

