RAYTHEON

31-2472 (12-80)

RAYTHEON COMPANY
MICROWAVE AND POWER TUBE OPERATION
FOUNDRY AVENUE
WALTHAM, MASSACHUSETTS 02254
TELEPHONE: (617) 899-8400

THIS NUMBER MUST APPEAR ON ALL PACKAGES AND DOCUMENTS

PURCHASE ORDER NUMBER
31-29-PS-17708

TAX
PTION
4-1760395

AXABLE NO	CASH TERMS	BUSINESS	MINORITY	BUYER	EXTENSION	CROSS REFERENCE	DOCUMENT DATE	REQUISITION NO
X	N/30	S	N	R. FLORIDIA	3853		09 30 81	4778

OINT	SHIP VIA	TRANSPORTATION TERMS P & C	COL	FA	PPD	COMPANY WIDE AGREEMENT NO.	CERT. FOR NAT'L DEF. USE DMS/DPS REG.)	CONTRACT NUMBER	PRIORITY
ESTINATION	VENDOR				X				

WHITNEY BARREL CO
256 SALEM ST
WOBURN MA 01801

687418

BILL IN TRIPLICATE TO THE ABOVE ADDRESS
ATTENTION: ACCOUNTS PAYABLE
SHIP MATERIAL TO BLD 41 ACCOUNT 1730-9

REQUISITIONER: PAT COTTER

NDICATES CONFIRMING ORDER

DO NOT DUPLICATE YOUR JACK DATE 09 28 81 TEL: 617-933-4520

QUANTITY	UNIT OF MEASURE	PART NO. DESCRIPTION/DELIVERY SCHEDULE	CATEGORY	UNIT PRICE	TOTAL AMOUNT
25.0	EACH	WASTE BARRELS	LAB/MAT	12.00	300.
25.0		DUE: 10 06 81			
10.0	EACH	BARREL LINERS	LAB/MAT	15.00	150.
10.0		DUE: 10 06 81			
		CREDIT FOR PICK-UP OF BARRELS			
				PURCHASE ORDER AMOUNT	450.0

CONFIRMING

REDACTED

0047-0057

***** END

AUTHORIZED SIGNATURE

DATE 10/1/81

IS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND BACK HEREOF.
Y EXCEPTIONS MUST BE ACKNOWLEDGED IN WRITING.

E COST OF INSURANCE IN VIOLATION OF PARAGRAPH 2 OF TERMS AND CONDITION OF PURCHASES WILL NOT BE ACCEPTED.
SH DISCOUNT PERIOD WILL BE MEASURED FROM DATE OF RECEIPT OF INVOICE OR MATERIAL WHICHEVER IS LATER.

SDMS DocID 460335

VENDOR COP

(12/1/80)

TERMS AND CONDITIONS OF PURCHASE

General Provisions

1. ACCEPTANCE

Agreement by Seller to furnish the materials or services hereby ordered, or its furnishing such materials or service in whole or in part shall constitute acceptance by Seller of this order subject to these terms and conditions. In the event that this order does not state price or delivery, Buyer will not be bound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions of purchase herein contained shall be void and of no effect unless specifically agreed to by Buyer. Modifications hereof or additions hereto, to be effective, must be made in writing and be signed by Buyer. These terms and conditions, together with such modifications and with such data relating to price and delivery as are accepted in writing by Buyer, constitute the entire agreement between the parties. The rights of both parties hereunder shall be in addition to their rights and remedies at law or equity. Failure of Buyer to enforce any of its rights shall not constitute a waiver of such rights or of any other rights.

2. SHIPPING DIRECTIONS

Unless otherwise specified, for shipment at Buyer's risk, when rates are based on released, declared or agreed valuation, the bill of lading will be annotated to show that the shipment is released at the specific maximum value which applies to the lowest rate or rating provided in applicable carriers' tariffs. When applicable tariffs require that the actual value of the shipment be declared on the bill of lading, the actual value of the shipment must be shown. On all other shipments do not insure and do not declare any value.

All items shipped in one day from and to a single location must be consolidated on one bill of lading unless otherwise directed. No charges will be allowed for packing, crating, freight or cartage unless specifically agreed to in writing.

3. DELIVERY: NOTICE OF LABOR DISPUTES

Time is and shall remain of the essence of this order, and no acts of Buyer, including without limitation modifications of this order or acceptance of late deliveries, shall constitute waiver of this provision. Buyer also reserves the right to refuse or return at Seller's risk and expense shipments made in excess of Buyer's orders or in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates. Seller shall notify Buyer immediately of any actual or potential labor dispute which is delaying or threatens to delay the timely performance of this order.

4. TERMINATION: BREACH OF CONTRACT: DAMAGES

Buyer may, by notice in writing, direct Seller to terminate this order or work under this order in whole or in part at any time, and such termination shall not constitute a default. In such event, unless Seller shall have defaulted or be in default in performance hereof, Buyer and Seller shall have the rights and obligations contained in the subcontracts clause entitled "Termination", set forth in Section 8-706 of the Defense Acquisition Regulation as amended to the date of this order, which clause is hereby incorporated by reference and made a part hereof. The insolvency or adjudication of bankruptcy of, or the filing of a voluntary petition of bankruptcy, or the making of an assignment for the benefit of creditors by either party, shall be a material breach hereof. In no event shall Seller be entitled to anticipatory profits, or to special or consequential damages. In the event of Seller's default or potential inability to perform this order, Seller shall upon demand by Buyer, deliver to Buyer the raw materials and work-in-process acquired in order to perform under this order, and Buyer may then complete the work, deducting the cost of such completion from the price, or in the alternative pay to Seller the cost of such raw materials and work-in-process.

5. BUYER'S PROPERTY

All specifications, drawings, tools, jigs, dies, fixtures, materials and other items which are supplied by Buyer or which are to be furnished by Seller as an item or items on this order shall be confidential. They shall be and remain the property of Buyer (or of the United States Government or other party where the Government or such other party has or acquires title thereto) and Buyer shall have the right to enter Seller's premises and remove them at any time without being guilty of trespass or liable to Seller for damages of any sort. All such items shall be used only in the performance of work under this order unless Buyer consents otherwise in writing, except that as to any such items which are owned by the Government or which the Government has the right to use, the Seller may use such items in the performance of any direct contract between the Seller and the Government, on a non-interference basis, after the Government has expressly authorized such use in writing with written notice of such authorization to the Buyer. Seller shall prominently mark all such items as the property of, and if directed, the area in which they are located as containing property of, Buyer (or, as the case may be, of the United States Government or said other party). Seller shall also mark such items with the corresponding drawing number and/or Government number. Seller shall similarly list all such items on invoices, and shall be responsible for them as an insurer until delivered to Buyer. Seller shall not dispose of any such items without Buyer's written consent. The provisions of this Article 5 herein above set forth shall survive delivery and payment, and remain in full force until all said items are delivered to Buyer or otherwise disposed of with Buyer's written consent. Seller shall without limitation as to time indemnify and save Buyer harmless from all claims which may be asserted against said property, including without limitation mechanic's liens or claims arising under Workmen's Compensation or Occupational Disease laws, and from all claims for injury to persons or property arising out of or related to such property unless the same are caused solely and directly by Buyer's negligence.

Government property shall be controlled and maintained per Appendix B to Defense Acquisition Regulation.

6. SUBCONTRACTING

None of the work contemplated by Buyer as to be performed by Seller under this order shall be subcontracted without the prior written consent of Buyer.

7. SPECIFICATIONS-WARRANTY-INSPECTION

Material made in accordance with Buyer's specifications and drawings shall not be furnished or quoted t other person or concern without Buyer's written consent. The foregoing shall not be construed as applicable t use by Seller of drawings or specifications which are owned by the Government or as to which the Governme the right to authorize use, in the performance of any direct contract between the Government and the subco tor, on a non-interference basis, provided the Government gives written notice of such use to Buyer. In the ev conflict between specifications, drawings, samples, designated type, part number or catalog description, the sp cations shall govern over drawings, drawings over samples, whether or not approved by Buyer, and sample designated type, part number or catalog description. In cases of ambiguity in the specifications, drawings, or requirements of this order, Seller must, before proceeding, consult Buyer, whose written interpretation shall be

Seller warrants the materials delivered or services rendered on this order to be free from defects in wor ship, materials, and design, and to be in accordance with Buyer's specifications, drawings and/or samples in spects. These warranties shall survive acceptance and payment. Seller shall be liable for and save Buyer ha from any loss, damage or expense whatsoever that Buyer may suffer from breach of any of these warranties.

All material and workmanship shall be subject to inspection by Buyer, before and after delivery. The may require Seller to replace rejected material or Buyer may accept any materials that conform to Seller's w ties, and upon discovery of materials not so conforming may reject or keep and rework any such material conforming. Buyer may make 100% inspection or reject an entire shipment if Buyer's sampling plan indicates tion at the 1% acceptable quality level (or such greater or lesser percentage as Buyer and Seller may agree u writing). Cost of rework, inspection, transportation, re-packaging and/or re-inspection by Buyer shall be at S expense.

8. CHANGES

Buyer shall have the right by written order to suspend work, or to make changes from time to time services to be rendered or the materials to be furnished by Seller hereunder. If such suspension or changes ca increase or decrease in the cost of performance of this order or in the time required for its performance, an equ adjustment shall be negotiated promptly and the order shall be modified in writing accordingly. Any claim by for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by Se notification of the change or suspension, and shall be followed as soon as practicable with specification amount claimed and supporting cost figures; however, nothing herein shall excuse the Seller from proceedin this purchase order as changed.

9. PATENTS

Seller warrants that the sale, use or incorporation into manufactured products of all machines, devic material furnished hereunder, which are not of Buyer's design, composition or manufacture shall be free and c infringement of any valid patent, copyright or trade mark. Seller shall save Buyer and its customers harmles any and all expenses, liability and loss of any kind (and the costs and expenses, including attorneys fees) gr out of claims, suits or actions alleging such infringement, which claims, suits or actions Seller agrees to coms defend.

10. TAXES

All local, state and Federal excise, sales and use taxes, when applicable, shall be stated separately on t invoice.

11. ASSIGNMENT

Seller may not assign monies due or to become due under this order without the prior written cons Buyer, which will ordinarily be given subject to Buyer's standard conditions. In any case, assigned accounts s subject to set-off, recoupment or other claim of Buyer or Buyer's subsidiaries against Seller. Buyer shall ha right at any time to set off any amount owing from Seller to Buyer or Buyer's subsidiaries, against any amou and owing to Seller or any of its subsidiaries, pursuant to this purchase order or any other contractual agre between Buyer and Seller or their respective subsidiaries.

12. COMPLIANCE WITH LAW-GRATUITIES

Seller warrants that the materials to be furnished and the services to be rendered under this order, a classes of property described in Article 5, shall be manufactured, sold and used in compliance with all r Federal, state and local laws and regulations. All invoices must carry the following certificate. "Seller certifi with respect to the production of the articles and/or the performance of the services covered by the invoice fully complied with Sections 6, 7, 12 and 15 of the Fair Labor Standards Act of 1938, as amended, and of tions and orders of the United States Department of Labor under Section 14 thereof."

Seller warrants that it has not offered or given and will not offer or give to any employee, agent or re tative of Buyer any gratuity with a view toward securing any business from Buyer or influencing such perso respect to the terms, conditions or performance of any contract with or order from Buyer. Any breach of th ranty shall be a material breach of each and every contract between Buyer and Seller.

13. INDEMNITY AGAINST CLAIMS

Seller shall indemnify Buyer against all loss on account of claims of injury to persons (including de damage to property which may result in any way from any act or omission of Seller, or of its agents, emplo subcontractors. Seller shall also maintain such Public Liability, Property Damage, Employer's Liability and C sation insurance and Motor Vehicle Liability (Personal Injury and Property Damage) as will protect Seller subcontractors) and Buyer from said risks and from any claims under any applicable Workmen's Compens Occupational Disease statutes.

Government Contract Provisions

When the materials or products furnished are for use in connection with a Government contract or subcontract, in addition to the above provisions, the following provisions shall apply

14. INSPECTION

Materials to be used in the performance of Government contracts may be inspected and tested at all reasonable times and places, either before, during or after manufacture, by Buyer or by the Government agency concerned, at Buyer's discretion. If inspection and test are made on the premises of Seller or Seller's subcontractor, Seller shall furnish without additional charge all reasonable facilities and assistance for the safe and convenient inspection and tests required by the inspectors in the performance of their duty. The foregoing provisions of this Article are supplementary to, and not in lieu or in derogation of, the provisions of Article 7 above.

15. STOP WORK ORDER

The clause set forth in DAR 7-105.3, entitled "Stop Work Order," is made a part hereof, except that where used therein the terms "Government" and "Contracting Officer" shall mean "Buyer"; "Contractor" and "contract" shall mean "Seller" and "Purchase Order" respectively; the reference to "Termination for Convenience" clause shall mean the "Termination" clause herein; the reference to termination "for the convenience of the Government" shall mean termination under the "Termination" clause herein; and the period for asserting a claim shall be 25 days.

16. The following clauses set forth in the Defense Acquisition Regulation as in effect at the date of this purchase order, are incorporated herein by reference:

	TITLE OF CLAUSE	
a	(Reserved)	
b	Certain Communist Areas	
c	Contract Work Hours and Safety Standards Act—Overtime Compensa	
d	Walsh Healey Public Contracts Act	
e	Equal Opportunity	
f	Notice & Assistance Regarding Patent and Copyright Infringement	
g	Affirmative Action for Disabled Veterans (etc.)	
h	Affirmative Action for Handicapped Workers	7-103.26
i	Buy American Act and Balance of Payments Program	7-104.3
j	Notice to Government of Labor Disputes	7-104.4
k	Filing of Patent Applications	
l	Refund of Royalties	7-104.8 (b
m	Rights in Technical Data and Computer Software	7-104.9 (a
n	Technical Data – Withholding of Payment	7-104.9 (h
o	Excess Profit	7-104.11 (
p	Military Security Requirements	7-104.12
q	Utilization of Small Business and Small Disadvantaged Business Concerns	7-104.14 (a
r	Examination of Records by Comptroller General	7-104.15
s	Priorities, Allocations and Allotments	7-104.18
t	Utilization of Labor Surplus Area Concerns	7-104.20 (
u	Duty Free Entry – Qualifying Country End Products and Supplies	7-104.32
v	Required Source for Jewel Bearings and Related Items	7-104.37
	[illegible] Sources for Miniature and Instrument Ball Bearings	7-104.38
	[illegible] pt. of [illegible] use	7-104.41 (
	[illegible] Precision Components for Mechanical Time Devices	7-104.46
	[illegible] (etc.)	7-104.79 (
	[illegible] (etc.)	7-104.81

* * * * *

[illegible] herein above listed, the term "Contractor" shall be deemed to read "Seller," and in Cla [illegible], the term "Government" shall be deemed to read "Government and or Buyer" and t "Contracting Officer" to read "Contracting Officer and or Buyer" except in those places where such char respect to "Government" and "Contracting Officer" would be inappropriate. For the purposes of the "Re [illegible] shall be deemed to be the "Contracting Officer" or the "Government" rel

REDACTED

0047-0058

WHITNEY BARREL CO. INC.

Complete Drum Reconditioning
Established 1898
All Types of Steel Drums-Fibre Barrels-Purchases-Sales
256 Salem Street Woburn, Mass. 01801
Phone 933-4520 - 21

CUSTOMER'S ORDER NO. 3129P5,77-08 PHONE DATE 10-1-81

NAME Raytheon Co.

ADDRESS Bld 41 Foundry Ave.
Waltham Mass.

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT

QTY.	DESCRIPTION	PRICE	AMOUNT
25	55 gal steel Drums painted Yellow	12.00	300.00
10	55 gal Poly lined Drums painted Yellow	15.00	150.00
			450.00

TAX

RECEIVED

TOTAL

All claims and returned goods MUST be accompanied by this bill.

1220

SERIES 610

Thank You

REDACTED

WHITNEY BARREL CO. INC.
Complete Drum Reconditioning
Established 1905
for Types of Steel Crates-Fibre Barrels-Performance Cases
256 Salem Street, Woburn, Mass. 01801
Phone [illegible]

CUSTOMER'S ORDER NO.	PHONE	DATE
[illegible]	[illegible]	[illegible]

NAME

ADDRESS

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT	

QTY.	DESCRIPTION	PRICE	AMOUNT
[illegible]	[illegible]	[illegible]	300.00
	[illegible]		
	[illegible]		
	[illegible]		
	[illegible]	[illegible]	150.00
	[illegible]		450.00
		TAX	
		TOTAL	

RECEIVED BY

All claims and returned goods MUST be accompanied by this bill.

Thank You

1220

Form 810-3 Available from NEBS, Townsend, Mass. 01469

REDACTED

25

~~Thank~~ You! WE APPRECIATE YOUR BUSINESS

25

Promissory ~~Notes should be~~ made in duplicate with one copy for customer. To make a copy simply insert a carbon between the sheets — or fill out each copy separately.

PROMISSORY NOTE

$_____ Date _____ 19____

For Value Received, I, _____

_____

Promise to pay to the order of _____

_____

the sum of _____

to be paid as follows: _____

_____

_____

with interest to be paid, at the rate of _____

per centum per annum, from date payment is due

_____ L.S.

(FOR SIGNATURE OF CUSTOMER)

_____ L.S.

(ADDITIONAL SIGNATURE IF AVAILABLE)

SIGNED AND SEALED IN PRESENCE OF:

_____

(WITNESS)

SERIES 610 Available from NEBS, Townsend, Mass. 01469

SPECIFY 2 PART or 3 PART WHEN ORDERING

NEBS-7606
8/78-B

INVOICE

[redacted]
0910

TO

Raytheon Co.
Foundry Ave.,
Waltham, Mass.
02254

DATE 10-1-81
CUSTOMER ORDER NO. 8129 PS 17708
SALESMAN
VIA

TERMS: n/30
1220

QUANTITY	DESCRIPTION	PRICE	AMOUNT
25	55 gal. steel drums painted yellow	$12.00	$300.00
10	55 gal. polylined drums painted yellow	15.00	$150.00
			450.00
			$450.00

TRIPLICATE

Thank You!

0047-0062

REDACTED

INVOICE

0972

TO

Raytheon Co.
Foundry Ave.
Waltham, Mass. 02554

DATE: 11-30-81

CUSTOMER ORDER NO.: 31-25-P.S. 19787

SALESMAN:

VIA:

TERMS: #1234
Net 30

QUANTITY	DESCRIPTION	PRICE	AMOUNT
10	Recond 55 gal Drum, Painted Yellow Poly Lined	15.00	150.00
25	" " " " " " @	12.00	300.00
			450.00
			450.00

TRIPLICATE

Thank You!

REDACTED

WHITNEY BARREL CO. INC.

Complete Drum Reconditioning
Established 1898
All Types of Steel Drums-Fibre Barrels-Purchases-Sales
256 Salem Street Woburn, Mass. 01801
Phone 933-4520 - 21

CUSTOMER'S ORDER NO.	PHONE	DATE
3129PS19787		11-30-81

NAME: Raytheon Co.

ADDRESS: Fahnsley ave.
Waltham Mass. 02554

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT

QTY.	DESCRIPTION	PRICE	AMOUNT
10	55 gal poly drum yellow	15.00	150.00
25	55 gal steel drum yellow	12.00	300.00
			450.00
		TAX	
		TOTAL	

RECEIVED BY

All claims and returned goods MUST be accompanied by this bill.

1234

SERIES 610

Thank You

REDACTED

WHITNEY BARREL CO. INC.
Complete Drum Reconditioning
Established 1898
All Types of Steel Drums-Fiber Barrels-Purchases-Sales
280 Salem Street Woburn, Mass. 01801
Phone 933-4320 - 21

CUSTOMER'S ORDER NO.	PHONE	DATE
[illegible]		11-30-[illegible]

NAME [illegible]

ADDRESS [illegible]

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE/RET.D.	PAID OUT

QTY.	DESCRIPTION	PRICE	AMOUNT
10	55 gal open head [illegible]	15.00	150.00
25	55 gal open head [illegible]	12.00	300.00
			450.00

TAX

RECEIVED BY

TOTAL

All claims and returned goods MUST be accompanied by this bill.

Thank You

1234

Form 610-3 Available from NEBS, Townsend, Mass. 01469

0047-0065

THEON

172 (12-80)

RAYTHEON COMPANY
MICROWAVE AND POWER TUBE OPERATION
FOUNDRY AVENUE
WALTHAM, MASSACHUSETTS 02254
TELEPHONE: (617) 899-8400

THIS NUMBER MUST APPEAR ON ALL PACKAGES AND DOCUMENTS

PURCHASE ORDER NUMBER
31-29-PS-19787

395

CASH TERMS	BUSINESS	MINORITY	BUYER	EXTENSION	CROSS REFERENCE	DOCUMENT DATE	REQUISITION NO.
X N/30	S	N	R. FLORIDIA	3853		11 24 81	47922

SHIP VIA	TRANSPORTATION TERMS P & C	COL	FA	PPD	COMPANY WIDE AGREEMENT NO.	CERT. FOR NAT'L DEF. USE DMS/DPS REG.	CONTRACT NUMBER	PRIORITY
JINATION VENDOR				X			NONE	NONE

WHITNEY BARREL CO 687418
256 SALEM ST
WOBURN MA 01801

BILL IN TRIPLICATE TO THE ABOVE ADDRESS
ATTENTION: ACCOUNTS PAYABLE
SHIP MATERIAL TO BLD 41 ACCOUNT 1730-9

REQUISITIONER: PAT COTTER

ATES CONFIRMING ORDER

OT DUPLICATE YOUR JACK JR. DATE 11 23 81 TEL: 617-933-4520

QUANTITY	UNIT OF MEASURE	PART NO./DESCRIPTION/DELIVERY SCHEDULE	CATEGORY	UNIT PRICE	TOTAL AMOUNT
10.0	EACH	LINED DRUMS	LAB/MAT	15.00	150.00
		10.0 DUE: 12 01 81 POLYLINED DRUMS-CLEANED & TESTED-PAINTED YELLOW			
25.0	EACH	UNLINED DRUMS	LAB/MAT	12.00	300.00
		25.0 DUE: 12 01 81 UNLINED DRUMS CLEANED & TESTED-PAINTED YELLOW			
			PURCHASE ORDER AMOUNT		450.00

CONFIRMING

REDACTED

0047-0066

***** END **

AUTHORIZED SIGNATURE

DATE 11/25/81

RDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND BACK HEREOF.
XCEPTIONS MUST BE ACKNOWLEDGED IN WRITING.

ST OF INSURANCE IN VIOLATION OF PARAGRAPH 2 OF TERMS AND CONDITION OF PURCHASES WILL NOT BE ACCEPTED.
SCOUNT PERIOD WILL BE MEASURED FROM DATE OF RECEIPT OF INVOICE OR MATERIAL WHICHEVER IS LATER.

VENDOR COPY

TERMS AND CONDITIONS OF PURCHASE

General Provisions

1. ACCEPTANCE

Agreement by Seller to furnish the materials or services hereby ordered, or its furnishing such materials or services in whole or in part shall constitute acceptance by Seller of this order subject to these terms and conditions. In the event that this order does not state price or delivery, Buyer will not be bound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions of purchase herein contained shall be void and of no effect unless specifically agreed to by Buyer. Modifications hereof or additions hereto, to be effective, must be made in writing and be signed by Buyer. These terms and conditions, together with such modifications and with such data relating to price and delivery as are accepted in writing by Buyer, constitute the entire agreement between the parties. The rights of both parties hereunder shall be in addition to their rights and remedies at law or equity. Failure of Buyer to enforce any of its rights shall not constitute a waiver of such rights or of any other rights.

2. SHIPPING DIRECTIONS

Unless otherwise specified, for shipment at Buyer's risk, when rates are based on released, declared or agreed valuation, the bill of lading will be annotated to show that the shipment is released at the specific maximum value which applies to the lowest rate or rating provided in applicable carriers' tariffs. When applicable tariffs require that the actual value of the shipment be declared on the bill of lading, the actual value of the shipment must be shown. On all other shipments, do not insure and do not declare any value.

All items shipped in one day, from and to a single location must be consolidated on one bill of lading unless otherwise directed. No charges will be allowed for packing, crating, freight, or cartage unless specifically agreed to in writing.

3. DELIVERY: NOTICE OF LABOR DISPUTES

Time is and shall remain of the essence of this order, and no acts of Buyer, including without limitation modifications of this order or acceptance of late deliveries, shall constitute waiver of this provision. Buyer also reserves the right to refuse or return at Seller's risk and expense shipments made in excess of Buyer's orders or in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates. Seller shall notify Buyer immediately of any actual or potential labor dispute which is delaying or threatens to delay the timely performance of this order.

4. TERMINATION BREACH OF CONTRACT DAMAGES

Buyer may, by notice in writing, direct Seller to terminate this order or work under this order in whole or in part at any time, and such termination shall not constitute a default. In such event, unless Seller shall have defaulted or be in default in performance hereof, Buyer and Seller shall have the rights and obligations contained in the subcontracts clause entitled "Termination", set forth in Section 8-706 of the Defense Acquisition Regulation as amended to the date of this order, which clause is hereby incorporated by reference and made a part hereof. The insolvency or adjudication of bankruptcy of, or the filing of a voluntary petition of bankruptcy, or the making of an assignment for the benefit of creditors by either party, shall be a material breach hereof. In no event shall Seller be entitled to anticipatory profits, or to special or consequential damages. In the event of Seller's default or potential inability to perform this order, Seller shall upon demand by Buyer, deliver to Buyer the raw materials and work-in-process acquired in order to perform under this order, and Buyer may then complete the work, deducting the cost of such completion from the price, or in the alternative pay to Seller the cost of such raw materials and work-in-process.

5. BUYER'S PROPERTY

All specifications, drawings, tools, jigs, dies, fixtures, materials and other items which are supplied by Buyer or which are to be furnished by Seller as an item or items on this order shall be confidential. They shall be and remain the property of Buyer (or of the United States Government or other party where the Government or such other party has or acquires title thereto) and Buyer shall have the right to enter Seller's premises and remove them at any time without being guilty of trespass or liable to Seller for damages of any sort. All such items shall be used only in the performance of work under this order unless Buyer consents otherwise in writing, except that as to any such items which are owned by the Government or which the Government has the right to use, the Seller may use such items in the performance of any direct contract between the Seller and the Government, on a non-interference basis, after the Government has expressly authorized such use in writing with written notice of such authorization to the Buyer. Seller shall prominently mark all such items as the property of, and, if directed, the area in which they are located as containing property of, Buyer, (or, as the case may be, of the United States Government or said other party). Seller shall also mark such items with the corresponding drawing number and/or Government number. Seller shall similarly list all such items on invoices, and shall be responsible for them as an insurer until delivered to Buyer. Seller shall not dispose of any such items without Buyer's written consent. The provisions of this Article 5 hereinabove set forth shall survive delivery and payment, and remain in full force until all said items are delivered to Buyer or otherwise disposed of with Buyer's written consent. Seller shall without limitation as to time indemnify and save Buyer harmless from all claims which may be asserted against said property, including without limitation mechanic's liens or claims arising under Workmen's Compensation or Occupational Disease laws, and from all claims for injury to persons or property arising out of or related to such property unless the same are caused solely and directly by Buyer's negligence.

Government property shall be controlled and maintained per Appendix B to Defense Acquisition Regulation.

6. SUBCONTRACTING

None of the work contemplated by Buyer is to be performed by Seller under this order shall be subcontracted without the prior written consent of Buyer.

7. SPECIFICATIONS: WARRANTY: INSPECTION

Material made in accordance with Buyer's specifications and drawings shall not be furnished or quoted to any other person or concern without Buyer's written consent. The foregoing shall not be construed as applicable to any use by Seller of drawings or specifications which are owned by the Government or as to which the Government has the right to authorize use, in the performance of any direct contract between the Government and the subcontractor, on a non-interference basis, provided the Government gives written notice of such use to Buyer. In the event of conflict between specifications, drawings, samples, designated type, part number or catalog description, the specifications shall govern over drawings, drawings over samples, whether or not approved by Buyer, and samples over designated type, part number or catalog description. In cases of ambiguity in the specifications, drawings, or other requirements of this order, Seller must, before proceeding, consult Buyer, whose written interpretation shall be final.

Seller warrants the materials delivered or services rendered on this order to be free from defects in workmanship, materials, and design, and to be in accordance with Buyer's specifications, drawings and/or samples in all respects. These warranties shall survive acceptance and payment. Seller shall be liable for and save Buyer harmless from any loss, damage or expense whatsoever that Buyer may suffer from breach of any of these warranties.

All material and workmanship shall be subject to inspection by Buyer, before and after delivery. The Buyer may require Seller to replace rejected material or Buyer may accept any materials that conform to Seller's warranties, and upon discovery of materials not so conforming may reject or keep and rework any such materials not so conforming. Buyer may make 100% inspection or reject an entire shipment if Buyer's sampling plan indicates rejection at the 1% acceptable quality level (or such greater or lesser percentage as Buyer and Seller may agree upon in writing). Cost of rework, inspection, transportation, re-packaging and/or re-inspection by Buyer shall be at Seller's expense.

8. CHANGES

Buyer shall have the right by written order to suspend work, or to make changes from time to time in the services to be rendered or the materials to be furnished by Seller hereunder. If such suspension or changes cause an increase or decrease in the cost of performance of this order or in the time required for its performance, an equitable adjustment shall be negotiated promptly and the order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by Seller of notification of the change or suspension, and shall be followed as soon as practicable with specification of the amount claimed and supporting cost figures; however, nothing herein shall excuse the Seller from proceeding with this purchase order as changed.

9. PATENTS

Seller warrants that the sale, use or incorporation into manufactured products of all machines, devices and material furnished hereunder which are not of Buyer's design, composition or manufacture shall be free and clear of infringement of any valid patent, copyright or trade mark. Seller shall save Buyer and its customers harmless from any and all expenses, liability and loss of any kind (and the costs and expenses, including attorneys fees) growing out of claims, suits or actions alleging such infringement, which claims, suits or actions Seller agrees to compose or defend.

10. TAXES

All local, state and Federal excise, sales and use taxes, when applicable, shall be stated separately on Seller's invoice.

11. ASSIGNMENT

Seller may not assign monies due or to become due under this order without the prior written consent of Buyer, which will ordinarily be given subject to Buyer's standard conditions. In any case, assigned accounts shall be subject to set-off, recoupment or other claim of Buyer or Buyer's subsidiaries against Seller. Buyer shall have the right at any time to set off any amount owing from Seller to Buyer or Buyer's subsidiaries, against any amount due and owing to Seller or any of its subsidiaries, pursuant to this purchase order or any other contractual agreement between Buyer and Seller or their respective subsidiaries.

12. COMPLIANCE WITH LAW: GRATUITIES

Seller warrants that the materials to be furnished and the services to be rendered under this order, and the classes of property described in Article 5, shall be manufactured, sold and used in compliance with all relevant Federal, state and local laws and regulations. All invoices must carry the following certificate: "Seller certifies that with respect to the production of the articles and/or the performance of the services covered by the invoice, it has fully complied with Sections 6, 7, 12 and 15 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof."

Seller warrants that it has not offered or given and will not offer or give to any employee, agent or representative of Buyer any gratuity with a view toward securing any business from Buyer or influencing such person with respect to the terms, conditions or performance of any contract with or order from Buyer. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller.

13. INDEMNITY AGAINST CLAIMS

Seller shall indemnify Buyer against all loss on account of claims of injury to persons (including death) or damage to property which may result in any way from any act or omission of Seller, or of its agents, employees, or subcontractors. Seller shall also maintain such Public Liability, Property Damage, Employer's Liability and Compensation insurance and Motor Vehicle Liability (Personal Injury and Property Damage) as will protect Seller (or its subcontractors) and Buyer from said risks and from any claims under any applicable Workmen's Compensation or Occupational Disease statutes.

Government Contract Provisions

When the materials or products furnished are for use in connection with a Government contract or subcontract, in addition to the above provisions, the following provisions shall apply.

14. INSPECTION

Materials to be used in the performance of Government contracts may be inspected and tested at all reasonable times and places, either before, during or after manufacture, by Buyer or by the Government agency concerned, at Buyer's discretion. If inspection and test are made on the premises of Seller or Seller's subcontractor, Seller shall furnish without additional charge all reasonable facilities and assistance for the safe and convenient inspection and tests required by the inspectors in the performance of their duty. The foregoing provisions of this Article are supplementary to, and not in lieu or in derogation of, the provisions of Article 7 above.

15. STOP WORK ORDER

The clause set forth in DAR 7-103.3, entitled "Stop Work Order," is made a part hereof, except that where used therein the terms "Government" and "Contracting Officer" shall mean "Buyer", "Contractor" and "contract" shall mean "Seller" and "Purchase Order" respectively, the reference to "Termination for Convenience" clause shall mean the "Termination" clause herein, the reference to termination "for the convenience of the Government" shall mean termination under the "Termination" clause herein; and the period for asserting a claim shall be 25 days.

16. The following clauses set forth in the Defense Acquisition Regulation as in effect at the date of this purchase order, are incorporated herein by reference.

	TITLE OF CLAUSE	DAR SECTION
a	(Reserved)	(Reserved)
b	Certain Communist Areas	7-103.15
c	Contract Work Hours and Safety Standards Act—Overtime Compensation	7-103.16(a)
d	Walsh-Healey Public Contracts Act	7-103.17
e	Equal Opportunity	7-103.18 (a)
f	Notice & Assistance Regarding Patent and Copyright Infringement	7-103.23
g	Affirmative Action for Disabled Veterans (etc.)	7-103.27
h	Affirmative Action for Handicapped Workers	7-103.28
i	Buy American Act and Balance of Payments Program	7-104.3
j	Notice to Government of Labor Disputes	7-104.4
k	Filing of Patent Applications	7-104.6
l	Refund of Royalties	7-104.8 (b)
m	Rights in Technical Data and Computer Software	7-104.9 (a) & (b)
n	Technical Data – Withholding of Payment	7-104.9 (k)
o	Excess Profit	7-104.11 (a)
p	Military Security Requirements	7-104.12
q	Utilization of Small Business and Small Disadvantaged Business Concerns	7-104.14(a)
r	Examination of Records by Comptroller General	7-104.15
s	Priorities, Allocations and Allotments	7-104.18
t	Utilization of Labor Surplus Area Concerns	7-104.20 (a)
u	Duty Free Entry – Qualifying Country End Products and Supplies	7-104.32
v	Required Source for Jewel Bearings and Related Items	7-104.37
w	Required Sources for Miniature and Instrument Ball Bearings	7-104.38
x	Audit by Dept. of [illegible]se	7-104.41 (a)
y	Required Source [illegible] recision Components for Mechanical Time Devices	7-104.46
z	Safety Precautio[illegible] (etc.)	7-104.79 (a) & (b)
aa	Accident Repo[illegible] (etc.)	7-104.81

* * * * *

In all DAR clauses herein above listed, the term "Contractor" shall be deemed to read "Seller," and in Clauses l, j, n, p, z and aa only, the term "Government" shall be deemed to read "Government and or Buyer" and the term "Contracting Officer" to read "Contracting Officer and or Buyer" except in those places where such change with respect to "Government" and "Contracting Officer" would be inappropriate. For the purposes of the "Refund of Royalties" clause (l), the Buyer shall be deemed to be the "Contracting Officer" or the "Government" referenced therein.

INVOICE

WOBURN, MASSACHUSETTS 01801
WEBURN, MASSACHUSETTS 01801

(617) 933-4520

TO

DATE 2-5-82

CUSTOMER ORDER NO. 3129 PO 21729

SALESMAN

TERMS:

QUANTITY	DESCRIPTION	PRICE	AMOUNT
		12.00	300.00
		15.00	150.00
			450.00

TRIPLICATE

Thank You!

REDACTED

WHITNEY BARREL CO. INC.

Complete Drum Reconditioning
Established 1898
All Types of Steel Drums-Fibre Barrels-Purchases-Sales
:et Woburn, Mass. 01801
: 933-4520 - 21

5124P521729

DATE 2-5-82

NAME Raytheon Co Bld 41

ADDRESS Foundry ave.
Waltham Mass. 02254

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT

QTY.	DESCRIPTION	PRICE	AMOUNT
25	55 gal CH steel drums yellow	12	
10	55 gal poly lined drum yellow	15	
	232.10		
	11.60		
		TAX	
	243.70	TOTAL	

RECEIVED BY

All claims and returned goods MUST be accompanied by this bill.

1403

SERIES 610

Thank You

REDACTED

WHITNEY BARREL CO. INC.
Complete Drum Reconditioning
Established 1898
All Types of Steel Drums-Fibre Barrels-Purchases-Sales
250 Salem Street Woburn, Mass. 01801
Phone 933-4620 - 21

		ONE				DATE	
NAME							
ADDRESS							
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT	
QTY.		DESCRIPTION				PRICE	AMOUNT
						TAX	
RECEIVED BY						TOTAL	

All claims and returned goods MUST be accompanied by this bill.

Thank You

1403

Form 610-3. Available from NEBS, Townsend, Mass. 01469

REDACTED

HEON

2 (12-80)

RAYTHEON COMPANY
MICROWAVE AND POWER TUBE OPERATION
FOUNDRY AVENUE
WALTHAM, MASSACHUSETTS 02254
TELEPHONE: (617) 899-3400

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL PACKAGES AND DOCUMENTS

PURCHASE ORDER NUMBER
31-29-PS-21729

5

CASH TERMS	BUSINESS	MINORITY	BUYER	EXTENSION	CROSS REFERENCE	DOCUMENT DATE	REQUISITION NO.
N/30	S	N	R. FLORIDIA	3353		01 27 82	57613

	SHIP VIA	TRANSPORTATION TERMS P & C	COL	FA	PPD	COMPANY WIDE AGREEMENT NO.	CERT. FOR NAT'L DEF. USE DMS/DPS REG. I	CONTRACT NUMBER	PRIORITY
NATION	VENDOR				X				

HITNEY BARREL CO
56 SALEM ST
OBURN MA 01801

687418

BILL IN TRIPLICATE TO THE ABOVE ADDRESS
ATTENTION: ACCOUNTS PAYABLE
SHIP MATERIAL TO BLD 41 ACCOUNT 1730-9

REQUISITIONER: PAT COTTER

ES CONFIRMING ORDER

T DUPLICATE YOUR DANNY DATE 01 26 82 TEL: 617-933-4520

QUANTITY	UNIT OF MEASURE	PART NO./DESCRIPTION/DELIVERY SCHEDULE	CATEGORY	UNIT PRICE	TOTAL AMOUNT
25.0	EACH	55 GAL DRUMS	LAB/MAT	12.00	300.00
		25.0 DUE: 02 05 82			
		55 GAL STEEL DRUMS CLEAN & PAINTED YELLOW			
10.0	EACH	55 GAL DRUMS	LAB/MAT	15.00	150.00
		10.0 DUE: 02 05 82			
		55 GAL POLYLINED STEEL DRUMS AND PAINTED YELLOW			
			PURCHASE ORDER AMOUNT		450.00

CONFIRMING

REDACTED

0047-0071

***** E
AUTHORIZED SIGNATU

*****
DATE 1/28/82

RDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND BACK HEREOF.
CEPTIONS MUST BE ACKNOWLEDGED IN WRITING.

OF INSURANCE IN VIOLATION OF PARAGRAPH 2 OF TERMS AND CONDITION OF PURCHASES WILL NOT BE ACCEPTED.
COUNT PERIOD WILL BE MEASURED FROM DATE OF RECEIPT OF INVOICE OR MATERIAL WHICHEVER IS LATER.

VENDOR COPY

TERMS AND CONDITIONS OF PURCHASE

General Provisions

1. ACCEPTANCE

Agreement by Seller to furnish the materials or services hereby ordered, or its furnishing such materials or services in whole or in part, shall constitute acceptance by Seller of this order subject to these terms and conditions. In the event that this order does not state price or delivery, Buyer will not be bound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions of purchase herein contained shall be void and of no effect unless specifically agreed to by Buyer. Modifications hereof or additions hereto, to be effective, must be made in writing and be signed by Buyer. These terms and conditions, together with such modifications and with such data relating to price and delivery as are accepted in writing by Buyer constitute the entire agreement between the parties. The rights of both parties hereunder shall be in addition to their rights and remedies at law or equity. Failure of Buyer to enforce any of its rights shall not constitute a waiver of such rights or of any other rights.

2. SHIPPING DIRECTIONS

Unless otherwise specified, for shipment at Buyer's risk, when rates are based on released, declared or agreed valuation. The bill of lading will be annotated to show that the shipment is released at the specific maximum value which applies to the lowest rate or charge provided in applicable carriers' tariffs. When applicable tariffs require that the actual value of the shipment be declared on the bill of lading, the actual value of the shipment must be shown. On all other shipments, do not insure and do not declare any value.

All items shipped in one day from and to a single location must be consolidated on one bill of lading unless otherwise directed. No charges will be allowed for packing, crating, freight or cartage unless specifically agreed to in writing.

3. DELIVERY: NOTICE OF LABOR DISPUTES

Time is and shall remain of the essence of this order, and no acts of Buyer, including without limitation modifications of this order or acceptance of late deliveries, shall constitute waiver of this provision. Buyer also reserves the right to refuse or return at Seller's risk and expense shipments made in excess of Buyer's orders or in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates. Seller shall notify Buyer immediately of any actual or potential labor dispute which is delaying or threatens to delay the timely performance of this order.

4. TERMINATION: BREACH OF CONTRACT: DAMAGES

Buyer may, by notice in writing, direct Seller to terminate this order or work under this order in whole or in part at any time and such termination shall not constitute a default. In such event, unless Seller shall have defaulted or be in default in performance hereof, Buyer and Seller shall have the rights and obligations contained in the subcontracts clause entitled "Termination" set forth in Section 8-706 of the Defense Acquisition Regulation as amended to the date of this order, which clause is hereby incorporated by reference and made a part hereof. The insolvency or adjudication of bankruptcy of, or the filing of a voluntary petition of bankruptcy, or the making of an assignment for the benefit of creditors by either party shall be a material breach hereof. In no event shall Seller be entitled to anticipatory profits, or to special or consequential damages. In the event of Seller's default or potential inability to perform this order, Seller shall upon demand by Buyer, deliver to Buyer the raw materials and work-in-process acquired in order to perform under this order, and Buyer may then complete the work, deducting the cost of such completion from the price, or in the alternative pay to Seller the cost of such raw materials and work-in-process.

5. BUYER'S PROPERTY

All specifications, drawings, tools, jigs, dies, fixtures, materials and other items which are supplied by Buyer or which are to be furnished by Seller as an item or items on this order shall be confidential. They shall be and remain the property of Buyer or of the United States Government or other party where the Government or such other party has an adequate title thereto and Buyer shall have the right to enter Seller's premises and remove them at any time without being guilty of trespass or liable to Seller for damages of any sort. All such items shall be used only in the performance of work under this order unless Buyer consents otherwise in writing, except that as to any such items which are owned by the Government or which the Government has the right to use, the Seller may use such items in the performance of any direct contract between the Seller and the Government, on a non-interference basis, after the Government has expressly authorized such use in writing with written notice of such authorization to the Seller. Seller shall prominently mark all such items as the property of, and, if directed, the area in which they are located as containing property of, Buyer or, as the case may be, of the United States Government or said other party. Seller shall also mark such items with the corresponding drawing number and/or Government number. Seller shall similarly list all such items on invoices and shall be responsible for them as an insurer until delivered to Buyer. Seller shall not dispose of any such items without Buyer's written consent. The provisions of this Article 5 herein above set forth shall survive delivery and payment, and remain in full force until all said items are delivered to Buyer or otherwise disposed of with Buyer's written consent. Seller shall without limitation as to time indemnify and save Buyer harmless from all claims which may be asserted against said property, including without limitation mechanic's liens or claims arising under Workmen's Compensation or Occupational Disease laws, and from all claims for injury to persons or property arising out of or related to such property unless the same are caused solely and directly by Buyer's negligence.

Government property shall be controlled and maintained per Appendix B to Defense Acquisition Regulation.

6. SUBCONTRACTING

None of the work contemplated by Buyer as to be performed by Seller under this order shall be subcontracted without the prior written consent of Buyer.

7. SPECIFICATIONS: WARRANTY: INSPECTION

Material made in accordance with Buyer's specifications and drawings shall not be furnished or quoted to any other person or concern without Buyer's written consent. The foregoing shall not be construed as applicable to any use by Seller of drawings or specifications which are owned by the Government or as to which the Government has the right to authorize use, in the performance of any direct contract between the Government and the subcontractor, on a non-interference basis, provided the Government gives written notice of such use to Buyer. In the event of conflict between specifications, drawings, samples, designated type, part number or catalog description, the specifications shall govern over drawings, drawings over samples, whether or not approved by Buyer, and samples over designated type, part number or catalog description. In cases of ambiguity in the specifications, drawings, or other requirements of this order, Seller must, before proceeding, consult Buyer, whose written interpretation shall be final.

Seller warrants the materials delivered or services rendered on this order to be free from defects in workmanship, materials, and design, and to be in accordance with Buyer's specifications, drawings and/or samples in all respects. These warranties shall survive acceptance and payment. Seller shall be liable for and save Buyer harmless from any loss, damage or expense whatsoever that Buyer may suffer from breach of any of these warranties.

All material and workmanship shall be subject to inspection by Buyer, before and after delivery. The Buyer may require Seller to replace rejected material or Buyer may accept any materials that conform to Seller's warranties, and upon discovery of materials not so conforming may reject or keep and rework any such materials not so conforming. Buyer may make 100% inspection or reject an entire shipment if Buyer's sampling plan indicates rejection at the 1% acceptable quality level (or such greater or lesser percentage as Buyer and Seller may agree upon in writing). Cost of rework, inspection, transportation, re-packaging and/or re-inspection by Buyer shall be at Seller's expense.

8. CHANGES

Buyer shall have the right by written order to suspend work, or to make changes from time to time in the services to be rendered or the materials to be furnished by Seller hereunder. If such suspension or changes cause an increase or decrease in the cost of performance of this order or in the time required for its performance, an equitable adjustment shall be negotiated promptly and the order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by Seller of notification of the change or suspension, and shall be followed as soon as practicable with specification of the amount claimed and supporting cost figures; however, nothing herein shall excuse the Seller from proceeding with this purchase order as changed.

9. PATENTS

Seller warrants that the sale, use or incorporation into manufactured products of all machines, devices and material furnished hereunder which are not of Buyer's design, composition or manufacture shall be free and clear of infringement of any valid patent, copyright or trade mark. Seller shall save Buyer and its customers harmless from any and all expenses, liability and loss of any kind (and the costs and expenses, including attorneys fees) growing out of claims, suits or actions alleging such infringement, which claims, suits or actions Seller agrees to compose or defend.

10. TAXES

All local, state and Federal excise, sales and use taxes, when applicable, shall be stated separately on Seller's invoice.

11. ASSIGNMENT

Seller may not assign monies due or to become due under this order without the prior written consent of Buyer, which will ordinarily be given subject to Buyer's standard conditions. In any case, assigned accounts shall be subject to set-off, recoupment or other claim of Buyer or Buyer's subsidiaries against Seller. Buyer shall have the right at any time to set off any amount owing from Seller to Buyer, or Buyer's subsidiaries, against any amount due and owing to Seller or any of its subsidiaries, pursuant to this purchase order or any other contractual agreement between Buyer and Seller or their respective subsidiaries.

12. COMPLIANCE WITH LAW: GRATUITIES

Seller warrants that the materials to be furnished and the services to be rendered under this order, and the classes of property described in Article 5, shall be manufactured, sold and used in compliance with all relevant Federal, state and local laws and regulations. All invoices must carry the following certificate: "Seller certifies that with respect to the production of the articles and/or the performance of the services covered by the invoice, it has fully complied with Sections 6, 7, 12 and 15 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof."

Seller warrants that it has not offered or given and will not offer or give to any employee, agent or representative of Buyer any gratuity with a view toward securing any business from Buyer or influencing such person with respect to the terms, conditions or performance of any contract with or order from Buyer. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller.

13. INDEMNITY AGAINST CLAIMS

Seller shall indemnify Buyer against all loss on account of claims of injury to persons (including death) or damage to property which may result in any way from any act or omission of Seller, or of its agents, employees, or subcontractors. Seller shall also maintain such Public Liability, Property Damage, Employer's Liability and Compensation insurance and Motor Vehicle Liability (Personal Injury and Property Damage) as will protect Seller for its subcontractors) and Buyer from said risks and from any claims under any applicable Workmen's Compensation or Occupational Disease statutes.

Government Contract Provisions

When the materials or products furnished are for use in connection with a Government contract or subcontract, in addition to the above provisions, the following provisions shall apply

14. INSPECTION

Materials to be used in the performance of Government contracts may be inspected and tested at all reasonable times and places, either before, during or after manufacture, by Buyer or by the Government agency concerned, at Buyer's discretion. If inspection and test are made on the premises of Seller or Seller's subcontractor, Seller shall furnish without additional charge all reasonable facilities and assistance for the safe and convenient inspection and tests required by the inspectors in the performance of their duty. The foregoing provisions of this Article are supplementary to, and not in lieu or in derogation of, the provisions of Article 7 above.

15. STOP WORK ORDER

The clause set forth in DAR 7-105.3 entitled "Stop Work Order," is made a part hereof, except that where used therein the terms "Government" and "Contracting Officer" shall mean "Buyer", "Contractor" and "contract" shall mean "Seller" and "Purchase Order" respectively; the reference to "Termination for Convenience" clause shall mean the "Termination" clause herein; the reference to termination "for the convenience of the Government" shall mean termination under the "Termination" clause herein; and the period for asserting a claim shall be 25 days.

16. The following clauses set forth in the Defense Acquisition Regulation as in effect at the date of this purchase order are incorporated herein by reference:

	TITLE OF CLAUSE	DAR SECTION
a	(Reserved)	(Reserved)
b	Certain Communist Areas	7-103.15
c	Contract Work Hours and Safety Standards Act—Overtime Compensation	7-103.16(a)
d	Walsh Healey Public Contracts Act	7-103.17
e	Equal Opportunity	7-103.18 (a)
f	Notice & Assistance Regarding Patent and Copyright Infringement	7-103.23
g	Affirmative Action for Disabled Veterans (etc.)	7-103.27
h	Affirmative Action for Handicapped Workers	7-103.28
i	Buy American Act and Balance of Payments Program	7-104.3
j	Notice to Government of Labor Disputes	7-104.4
k	Filing of Patent Applications	7-104.6
l	Refund of Royalties	7-104.8 (b)
m	Rights in Technical Data and Computer Software	7-104.9 (a) & (b)
n	Technical Data – Withholding of Payment	7-104.9 (h)
o	Excess Profit	7-104.11 (a)
p	Military Security Requirements	7-104.12
q	Utilization of Small Business and Small Disadvantaged Business Concerns	7-104.14(a)
r	Examination of Records by Comptroller General	7-104.15
s	Priorities, Allocations and Allotments	7-104.18
t	Utilization of Labor Surplus Area Concerns	7-104.20 (a)
u	Duty Free Entry – Qualifying Country End Products and Supplies	7-104.32
v	Required Source for Jewel Bearings and Related Items	7-104.37
w	Required Sources for Miniature and Instrument Ball Bearings	7-104.38
x	Audit by Dept. of Defense	7-104.41 (a)
y	Required Sources for Precision Components for Mechanical Time Devices	7-104.46
z	Safety Precautions (etc.)	7-104.79 (a) & (b)
aa	Accident Reporting (etc.)	7-104.81

In all DAR clauses herein above listed, the term "Contractor" shall be deemed to read "Seller," and in Clauses l, m, n, o, r and aa only, the term "Government" shall be deemed to read "Government and or Buyer" and the term "Contracting Officer" to read "Contracting Officer and or Buyer" except in those places where such change with respect to "Government" and "Contracting Officer" would be inappropriate. For the purposes of the "Refund of Royalties" clause (l), the Buyer shall be deemed to be the "Contracting Officer" or the "Government" referenced therein.

INVOICE

[illegible] COMPANY, INC.
[illegible]
[illegible] MASSACHUSETTS 01801
[illegible] P.O. BOX 201
[illegible] MASSACHUSETTS 01801

NO. 1700

TO (617) 933-4520
[illegible]

DATE: [illegible]
CUSTOMER ORDER NO.: [illegible]
SAI
VI

TERMS: [illegible]

QUANTITY	DESCRIPTION	PRICE	AMOUNT
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]

TRIPLICATE

Thank You!

REDACTED

WHITNEY BARREL CO. INC.

Complete Drum Reconditioning
Established 1898
All Types of Steel Drums-Fibre Barrels-Purchases-Sales
256 Salem Street Woburn, Mass. 01801
Phone 933-4520 - 21

CUSTOMER'S ORDER NO.	PHONE	DATE
31-29-PS-23114		3-15-82

NAME: Raytheon Co.

ADDRESS: Foundry one.
Waltham, Mass.

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT

QTY.	DESCRIPTION	PRICE	AMOUNT
25	55 gal steel Drums yellow del	12.—	300 00
		15.—	150 00
10	55 gal poly lined Drums yellow		$450.00
	25 1 / 12 / 50 / 15 / 500		
		TAX	

All claims and returned goods MUST be accompanied by this bill.

1491

SERIES 610

Thank You

REDACTED

WHITNEY BARREL CO. INC.
Complete Drum Reconditioning
Established 1898
All Types of Steel Drums-Fibre Barrels-Purchase-Sales
253 Salem Street Woburn, Mass. 01801
Phone 933-4520 21

CUSTOMER'S ORDER NO.	PHONE	DATE

NAME

ADDRESS

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MDSE RET'D	PAID OUT

QTY	DESCRIPTION	PRICE	AMOUNT
		TAX	
		TOTAL	

RECEIVED BY

All claims and returned goods MUST be accompanied by this bill.

Thank You

1491

Form 610-3 Available from NEBB, Townsend, Mass. 01469

WHITNEY BARREL COMPANY, INC.
WOBURN, MASSACHUSETTS 01801
MAILING ADDRESS: P.O. Box 201
WOBURN, MASSACHUSETTS 01801

INVOICE

No. 1064

TO (617) 933-4520

[illegible]
[illegible]
[illegible] Mass
02254

DATE: 4-21-82
CUSTOMER ORDER NO.: 2129-PS 99.00
SALESMAN:
VIA:

TERMS: [illegible]

QUANTITY	DESCRIPTION	PRICE	AMOUNT
30	5 gal oval drum Painted yellow	12.00 ea	360.00
			360.00

TRIPLICATE

Thank You!

WHITNEY BARREL CO. INC.

Complete Drum Reconditioning
Established 1898
All Types of Steel Drums-Fibre Barrels-Purchases-Sales
256 Salem Street Woburn, Mass. 01801
Phone 933-4520 - 21

CUSTOMER'S ORDER NO.	PHONE	DATE
3129-PS-99073		4-21-82

NAME: Raytheon Co. Bldg #41

ADDRESS: Foundry Ave. Waltham, 02254

Rich Flaherty

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT

30	55 gal. Steel Drum		
	Painted Yellow		
	Clean! A.S.A.P.		

RECEIVED BY

MUST be accompanied by this bill

0951

PRODUCT 610

Thank You

REDACTED

WHITNEY BARREL CO. INC.
Complete Drum Reconditioning
Established 1898
All Types of Steel Drums-Fibre Barrels-Purchases-Sales
256 Salem Street Woburn, Mass. 01801
Phone 933-4520 - 21

CUSTOMER'S ORDER NO.	PHONE	DATE
3129-PS-99093		4-21-82

NAME: Raytheon Co. Bldg #41

ADDRESS: Foundry Ave. Waltham 02254

Rich Abrams

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT

QTY.	DESCRIPTION	PRICE	AMOUNT
30	55 gal. Steel Drum		
	Paints Yellow		
	Clean, ASAP.	12.00	$360.00

TAX	
TOTAL	

RECEIVED BY

All claims and returned goods MUST be accompanied by this bill.

Thank You

0951

PRODUCT 610-3 NEBS Inc. Groton, Mass. 01450

HEON

2 (12-80)

RAYTHEON COMPANY
MICROWAVE AND POWER TUBE OPERATION
FOUNDRY AVENUE
WALTHAM, MASSACHUSETTS 02254
TELEPHONE: (617) 899-3400

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL PACKAGES AND DOCUMENTS

PURCHASE ORDER NUMBER
31-29-PS-99073

'5

CASH TERMS	BUSINESS	MINORITY	BUYER	EXTENSION	CROSS REFERENCE	DOCUMENT DATE	REQUISITION NO.
N/30	S	N	R. FLORIDIA	3853		04 20 82	57820

	SHIP VIA	TRANSPORTATION TERMS P & C	COL	FA	PPD	COMPANY WIDE AGREEMENT NO.	CERT. FOR NAT'L DEF. USE DMS/DPS REG. 1	CONTRACT NUMBER	PRIORITY
ATION	VENDOR				X				

ITNEY BARREL CO 687418 BILL IN TRIPLICATE TO THE ABOVE ADDRESS
6 SALEM ST PO BOX 251 ATTENTION: ACCOUNTS PAYABLE
BURN MA 01801 SHIP MATERIAL TO BLD 41 ACCOUNT 1730-9

REQUISITIONER: PAT COTTER

ES CONFIRMING ORDER

T DUPLICATE YOUR JACK SR. DATE 04 16 82 TEL: 617-933-4520

QUANTITY	UNIT OF MEASURE	PART NO./DESCRIPTION/DELIVERY SCHEDULE	CATEGORY	UNIT PRICE	TOTAL AMOUNT
30.0	EACH	WASTE DRUMS	LAB/MAT	12.00	360.00
		30.0 DUE: 04 29 82			
		55 GALLON DRUMS, STEEL, CLEANED, TESTED AND PAINTED YELLOW			
			PURCHASE ORDER AMOUNT		360.00

CONFIRMING

REDACTED

0047-0079

***** E
AUTHORIZED SIGNATU

***
DATE 4/21/82

RDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND BACK HEREOF.
CEPTIONS MUST BE ACKNOWLEDGED IN WRITING.

OF INSURANCE IN VIOLATION OF PARAGRAPH 2 OF TERMS AND CONDITION OF PURCHASES WILL NOT BE ACCEPTED.
COUNT PERIOD WILL BE MEASURED FROM DATE OF RECEIPT OF INVOICE OR MATERIAL WHICHEVER IS LATER.

VENDOR COPY

TERMS AND CONDITIONS OF PURCHASE

General Provisions

1. ACCEPTANCE

Agreement by Seller to furnish the materials or services hereby ordered, or its furnishing such materials or services in whole or in part, shall constitute acceptance by Seller of this order subject to these terms and conditions. In the event that this order does not state price or delivery, Buyer will not be bound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions of purchase herein contained shall be void and of no effect unless specifically agreed to by Buyer. Modifications hereof or additions hereto, to be effective, must be made in writing and be signed by Buyer. These terms and conditions, together with such modifications and with such data relating to price and delivery as are accepted in writing by Buyer, constitute the entire agreement between the parties. The rights of both parties hereunder shall be in addition to their rights and remedies at law or equity. Failure of Buyer to enforce any of its rights shall not constitute a waiver of such rights or of any other rights.

2. SHIPPING DIRECTIONS

Unless otherwise specified, for shipment at Buyer's risk, when rates are based on released, declared or agreed valuation, the bill of lading will be annotated to show that the shipment is released at the specific maximum value which applies to the lowest rate or rating provided in applicable carriers' tariffs. When applicable tariffs require that the actual value of the shipment be declared, on the bill of lading, the actual value of the shipment must be shown. On all other shipments, do not insure and do not declare any value.

All items shipped in one day from and to a single location must be consolidated on one bill of lading unless otherwise directed. No charges will be allowed for packing, crating, freight, or cartage unless specifically agreed to in writing.

3. DELIVERY: NOTICE OF LABOR DISPUTES

Time is and shall remain of the essence of this order, and no acts of Buyer, including without limitation modifications of this order or acceptance of late deliveries, shall constitute waiver of this provision. Buyer also reserves the right to refuse or return at Seller's risk and expense shipments made in excess of Buyer's orders or in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates. Seller shall notify Buyer immediately of any actual or potential labor dispute which is delaying or threatens to delay the timely performance of this order.

4. TERMINATION, BREACH OF CONTRACT: DAMAGES

Buyer may, by notice in writing, direct Seller to terminate this order or work under this order in whole or in part at any time, and such termination shall not constitute a default. In such event, unless Seller shall have defaulted or be in default in performance hereof, Buyer and Seller shall have the rights and obligations contained in the subcontracts clause entitled "Termination" set forth in Section 8-706 of the Defense Acquisition Regulation as amended to the date of this order, which clause is hereby incorporated by reference and made a part hereof. The insolvency or adjudication of bankruptcy of, or the filing of a voluntary petition of bankruptcy, or the making of an assignment for the benefit of creditors by either party, shall be a material breach hereof. In no event shall Seller be entitled to anticipatory profits, or to special or consequential damages. In the event of Seller's default or potential inability to perform this order, Seller shall upon demand by Buyer, deliver to Buyer the raw materials and work-in-process acquired in order to perform under this order, and Buyer may then complete the work, deducting the cost of such completion from the price, or in the alternative pay to Seller the cost of such raw materials and work-in-process.

5. BUYER'S PROPERTY

All specifications, drawings, tools, jigs, dies, fixtures, materials and other items which are supplied by Buyer or which are to be furnished by Seller as an item or items on this order shall be confidential. They shall be and remain the property of Buyer (or of the United States Government or other party where the Government or such other party has or acquires title thereto) and Buyer shall have the right to enter Seller's premises and remove them at any time without being guilty of trespass or liable to Seller for damages of any sort. All such items shall be used only in the performance of work under this order unless Buyer consents otherwise in writing, except that as to any such items which are owned by the Government or which the Government has the right to use, the Seller may use such items in the performance of any direct contract between the Seller and the Government, on a non-interference basis after the Government has expressly authorized such use in writing with written notice of such authorization to the Buyer. Seller shall prominently mark all such items as the property of, and, if directed, the area in which they are located as containing property of, Buyer (or, as the case may be, of the United States Government or said other party). Seller shall also mark such items with the corresponding drawing number and/or Government number. Seller shall similarly list all such items on invoices, and shall be responsible for them as an insurer until delivered to Buyer. Seller shall not disposse of any such items without Buyer's written consent. The provisions of this Article 5 herein above set forth shall survive delivery and payment, and remain in full force until all said items are delivered to Buyer or otherwise disposed of with Buyer's written consent. Seller shall without limitation as to time indemnify and save Buyer harmless from all claims which may be asserted against said property, including without limitation mechanic's liens or claims arising under Workmen's Compensation or Occupational Disease laws, and from all claims for injury to persons or property arising out of or related to such property unless the same are caused solely and directly by Buyer's negligence.

Government property shall be controlled and maintained per Appendix B to Defense Acquisition Regulation.

6. SUBCONTRACTING

None of the work contemplated by Buyer as to be performed by Seller under this order shall be subcontracted without the prior written consent of Buyer.

7. SPECIFICATIONS: WARRANTY: INSPECTION

Material made in accordance with Buyer's specifications and drawings shall not be furnished or quoted to any other person or concern without Buyer's written consent. The foregoing shall not be construed as applicable to any use by Seller of drawings or specifications which are owned by the Government or as to which the Government has the right to authorize use, in the performance of any direct contract between the Government and the subcontractor, on a non-interference basis, provided the Government gives written notice of such use to Buyer. In the event of conflict between specifications, drawings, samples, designated type, part number or catalog description, the specifications shall govern over drawings, drawings over samples, whether or not approved by Buyer, and samples over designated type, part number or catalog description. In cases of ambiguity in the specifications, drawings, or other requirements of this order, Seller must, before proceeding, consult Buyer, whose written interpretation shall be final.

Seller warrants the materials delivered or services rendered on this order to be free from defects in workmanship, materials, and design, and to be in accordance with Buyer's specifications, drawings and/or samples in all respects. These warranties shall survive acceptance and payment. Seller shall be liable for and save Buyer harmless from any loss, damage or expense whatsoever that Buyer may suffer from breach of any of these warranties.

All material and workmanship shall be subject to inspection by Buyer, before and after delivery. The Buyer may require Seller to replace rejected material or Buyer may accept any materials that conform to Seller's warranties, and upon discovery of materials not so conforming may reject or keep and rework any such materials not so conforming. Buyer may make 100% inspection or reject an entire shipment if Buyer's sampling plan indicates rejection at the 1% acceptable quality level (or such greater or lesser percentage as Buyer and Seller may agree upon in writing). Cost of rework, inspection, transportation, re-packaging and/or re-inspection by Buyer shall be at Seller's expense.

8. CHANGES

Buyer shall have the right by written order to suspend work, or to make changes from time to time in the services to be rendered or the materials to be furnished by Seller hereunder. If such suspension or changes cause an increase or decrease in the cost of performance of this order or in the time required for its performance, an equitable adjustment shall be negotiated promptly and the order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by Seller of notification of the change or suspension, and shall be followed as soon as practicable with specification of the amount claimed and supporting cost figures; however, nothing herein shall excuse the Seller from proceeding with this purchase order as changed.

9. PATENTS

Seller warrants that the sale, use or incorporation into manufactured products of all machines, devices and material furnished hereunder which are not of Buyer's design, composition or manufacture shall be free and clear of infringement of any valid patent, copyright or trade mark. Seller shall save Buyer and its customers harmless from any and all expenses, liability and loss of any kind (and the costs and expenses, including attorneys fees) growing out of claims, suits or actions alleging such infringement, which claims, suits or actions Seller agrees to compose or defend.

10. TAXES

All local, state and Federal excise, sales and use taxes, when applicable, shall be stated separately on Seller's invoice.

11. ASSIGNMENT

Seller may not assign monies due or to become due under this order without the prior written consent of Buyer, which will ordinarily be given subject to Buyer's standard conditions. In any case, assigned accounts shall be subject to set-off, recoupment or other claim of Buyer or Buyer's subsidiaries against Seller. Buyer shall have the right at any time to set off any amount owing from Seller to Buyer, or Buyer's subsidiaries, against any amount due and owing to Seller or any of its subsidiaries, pursuant to this purchase order or any other contractual agreement between Buyer and Seller or their respective subsidiaries.

12. COMPLIANCE WITH LAW: GRATUITIES

Seller warrants that the materials to be furnished and the services to be rendered under this order, and the classes of property described in Article 5, shall be manufactured, sold and used in compliance with all relevant Federal, state and local laws and regulations. All invoices must carry the following certificate: "Seller certifies that with respect to the production of the articles and/or the performance of the services covered by the invoice, it has fully complied with Sections 6, 7, 12 and 15 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof."

Seller warrants that it has not offered or given and will not offer or give to any employee, agent or representative of Buyer any gratuity with a view toward securing any business from Buyer or influencing such person with respect to the terms, conditions or performance of any contract with or order from Buyer. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller.

13. INDEMNITY AGAINST CLAIMS

Seller shall indemnify Buyer against all loss on account of claims of injury to persons (including death) or damage to property which may result in any way from any act or omission of Seller, or of its agents, employees, or subcontractors. Seller shall also maintain such Public Liability, Property Damage, Employer's Liability and Compensation insurance and Motor Vehicle Liability (Personal Injury and Property Damage) as will protect Seller (or its subcontractors) and Buyer from said risks and from any claims under any applicable Workmen's Compensation or Occupational Disease statutes.

Government Contract Provisions

When the materials or products furnished are for use in connection with a Government contract or subcontract, in addition to the above provisions, the following provisions shall apply.

14. INSPECTION

Materials to be used in the performance of Government contracts may be inspected and tested at all reasonable times and places, either before, during or after manufacture, by Buyer or by the Government agency concerned, at Buyer's discretion. If inspection and test are made on the premises of Seller or Seller's subcontractor, Seller shall furnish without additional charge all reasonable facilities and assistance for the safe and convenient inspection and tests required by the inspectors in the performance of their duty. The foregoing provisions of this Article are supplementary to, and not in lieu or in derogation of, the provisions of Article 7 above.

15. STOP WORK ORDER

The clause set forth in DAR 7-105.7, entitled "Stop Work Order," is made a part hereof except that where used therein the terms "Government" and "Contracting Officer" shall mean "Buyer", "Contractor" and "contract" shall mean "Seller" and "Purchase Order" respectively; the reference to "Termination for Convenience" clause shall mean the "Termination" clause herein, the reference to termination "for the convenience of the Government" shall mean termination under the "Termination" clause herein; and the period for asserting a claim shall be 25 days.

16. The following clauses set forth in the Defense Acquisition Regulation as in effect at the date of this purchase order are incorporated herein by reference:

	TITLE OF CLAUSE	DAR SECTION
a	(Reserved)	(Reserved)
b	Certain Communist Areas	7-103.15
c	Contract Work Hours and Safety Standards Act—Overtime Compensation	7-103.16(a)
d	Walsh-Healey Public Contracts Act	7-103.17
e	Equal Opportunity	7-103.18 (a)
f	Notice & Assistance Regarding Patent and Copyright Infringement	7-103.23
g	Affirmative Action for Disabled Veterans (etc.)	7-103.27
h	Affirmative Action for Handicapped Workers	7-103.28
i	Buy American Act and Balance of Payments Program	7-104.3
j	Notice to Government of Labor Disputes	7-104.4
k	Filing of Patent Applications	7-104.6
l	Refund of Royalties	7-104.8 (b)
m	Rights in Technical Data and Computer Software	7-104.9 (a) & (b)
n	Technical Data — Withholding of Payment	7-104.9 (h)
o	Excess Profit	7-104.11 (a)
p	Military Security Requirements	7-104.12
q	Utilization of Small Business and Small Disadvantaged Business Concerns	7-104.14(a)
r	Examination of Records by Comptroller General	7-104.15
s	Priorities, Allocations and Allotments	7-104.18
t	Utilization of Labor Surplus Area Concerns	7-104.20 (a)
u	Duty Free Entry — Qualifying Country End Products and Supplies	7-104.32
v	Required Source for Jewel Bearings and Related Items	7-104.37
w	Required Sources for Miniature and Instrument Ball Bearings	7-104.38
x	Audit by Dept. of Defense	7-104.41 (a)
y	Required Sources for Precision Components for Mechanical Time Devices	7-104.46
z	Safety Precautions (etc.)	7-104.79 (a) & (b)
aa	Accident Reporting (etc.)	7-104.81

In all DAR clauses herein above listed, the term "Contractor" shall be deemed to read "Seller," and in Clauses l, p, n, p, z and aa only, the term "Government" shall be deemed to read "Government and or Buyer" and the term "Contracting Officer" to read "Contracting Officer and or Buyer" except in those places where such change with respect to "Government" and "Contracting Officer" would be inappropriate. For the purposes of the "Refund of Royalties" clause (l), the Buyer shall be deemed to be the "Contracting Officer" or the "Government" referenced therein.

HEON

2 (12-80)

RAYTHEON COMPANY
MICROWAVE AND POWER TUBE OPERATION
FOUNDRY AVENUE
WALTHAM, MASSACHUSETTS 02254
TELEPHONE: (617) 899-8400

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL PACKAGES AND DOCUMENTS

PURCHASE ORDER NUMBER
31-29-PS-23114

CASH TERMS	BUSINESS	MINORITY	BUYER	EXTENSION	CROSS REFERENCE	DOCUMENT DATE	REQUISITION NO.
N/30	S	N	R. FLORIDIA	3853		03 05 82	57704

SHIP VIA	TRANSPORTATION TERMS P & C	COL	FA	PPD	COMPANY WIDE AGREEMENT NO.	CERT. FOR NAT'L DEF. USE DMS/DPS REG. 1	CONTRACT NUMBER	PRIORITY
NATION VENDOR				X				

HITNEY BARREL CO
56 SALEM ST
OBURN MA 01801

687418

BILL IN TRIPLICATE TO THE ABOVE ADDRESS
ATTENTION: ACCOUNTS PAYABLE
SHIP MATERIAL TO BLD 41 ACCOUNT 1730-9

REQUISITIONER: PAT COTTER

ES CONFIRMING ORDER

T DUPLICATE YOUR JACK DATE 03 04 82 TEL: 617-933-4520

QUANTITY	UNIT OF MEASURE	PART NO./DESCRIPTION/DELIVERY SCHEDULE	CATEGORY	UNIT PRICE	TOTAL AMOUNT
25.0	EACH	55 GAL.DRUMS	LAB/MAT	12.00	300.00
		25.0 DUE: 03 16 82			
		CLEAN & TESTED -PAINTED YELLOW			
10.0	EACH	55 GAL.DRUMS	LAB/MAT	15.00	150.00
		10.0 DUE: 03 16 82			
		POLYLINED & PAINTED YELLOR			
			PURCHASE ORDER AMOUNT		450.00

CONFIRMING

REDACTED

0047-0081

***** END

AUTHORIZED SIGNATURE

DATE 3/8/82

DER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND BACK HEREOF.
CEPTIONS MUST BE ACKNOWLEDGED IN WRITING.

OF INSURANCE IN VIOLATION OF PARAGRAPH 2 OF TERMS AND CONDITION OF PURCHASES WILL NOT BE ACCEPTED.
COUNT PERIOD WILL BE MEASURED FROM DATE OF RECEIPT OF INVOICE OR MATERIAL WHICHEVER IS LATER.

VENDOR COPY

TERMS AND CONDITIONS OF PURCHASE

General Provisions

1. ACCEPTANCE

Agreement by Seller to furnish the materials or services hereby ordered, or its furnishing such materials or services in whole or in part, shall constitute acceptance by Seller of this order subject to these terms and conditions. In the event that this order does not state price or delivery, Buyer will not be bound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions of purchase herein contained shall be void and of no effect unless specifically agreed to by Buyer. Modifications hereof or additions hereto, to be effective, must be made in writing and be signed by Buyer. These terms and conditions, together with such modifications and with such data relating to price and delivery as are accepted in writing by Buyer, constitute the entire agreement between the parties. The rights of both parties hereunder shall be in addition to their rights and remedies at law or equity. Failure of Buyer to enforce any of its rights shall not constitute a waiver of such rights or of any other rights.

2. SHIPPING DIRECTIONS

Unless otherwise specified, for shipment at Buyer's risk, when rates are based on released, declared or agreed valuation, the bill of lading will be annotated to show that the shipment is released at the specific maximum value which applies to the lowest rate or rating provided in applicable carriers' tariffs. When applicable tariffs require that the actual value of the shipment be declared on the bill of lading, the actual value of the shipment must be shown. On all other shipments, do not insure and do not declare any value.

All items shipped in one day from and to a single location must be consolidated on one bill of lading unless otherwise directed. No charges will be allowed for packing, crating, freight, or cartage unless specifically agreed to in writing.

3. DELIVERY: NOTICE OF LABOR DISPUTES

Time is and shall remain of the essence of this order and no acts of Buyer, including without limitation modifications of this order or acceptance of late deliveries, shall constitute waiver of this provision. Buyer also reserves the right to refuse or return at Seller's risk and expense shipments made in excess of Buyer's orders or in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates. Seller shall notify Buyer immediately of any actual or potential labor dispute which is delaying or threatens to delay the timely performance of this order.

4. TERMINATION: BREACH OF CONTRACT: DAMAGES

Buyer may, by notice in writing, direct Seller to terminate this order or work under this order in whole or in part at any time, and such termination shall not constitute a default. In such event, unless Seller shall have defaulted or be in default in performance hereof, Buyer and Seller shall have the rights and obligations contained in the subcontracts clause entitled "Termination" set forth in Section 8-706 of the Defense Acquisition Regulation as amended to the date of this order, which clause is hereby incorporated by reference and made a part hereof. The insolvency or adjudication of bankruptcy of, or the filing of a voluntary petition of bankruptcy, or the making of an assignment for the benefit of creditors by either party, shall be a material breach hereof. In no event shall Seller be entitled to anticipatory profits, or to special or consequential damages. In the event of Seller's default or potential inability to perform this order, Seller shall upon demand by Buyer, deliver to Buyer the raw materials and work-in-process acquired in order to perform under this order, and Buyer may then complete the work, deducting the cost of such completion from the price, or in the alternative pay to Seller the cost of such raw materials and work-in-process.

5. BUYER'S PROPERTY

All specifications, drawings, tools, jigs, dies, fixtures, materials and other items which are supplied by Buyer or which are to be furnished by Seller as an item or items on this order shall be confidential. They shall be and remain the property of Buyer (or of the United States Government or other party where the Government or such other party has or acquires title thereto) and Buyer shall have the right to enter Seller's premises and remove them at any time without being guilty of trespass or liable to Seller for damages of any sort. All such items shall be used only in the performance of work under this order unless Buyer consents otherwise in writing, except that as to any such items which are owned by the Government or which the Government has the right to use, the Seller may use such items in the performance of any direct contract between the Seller and the Government, on a non-interference basis, after the Government has expressly authorized such use in writing with written notice of such authorization to the Buyer. Seller shall prominently mark all such items as the property of, and, if directed, the area in which they are located as containing property of, Buyer (or, as the case may be, of the United States Government or said other party). Seller shall also mark such items with the corresponding drawing number and or Government number. Seller shall similarly list all such items on invoices, and shall be responsible for them as an insurer until delivered to Buyer. Seller shall not dispose of any such items without Buyer's written consent. The provisions of this Article 5 herein above set forth shall survive delivery and payment, and remain in full force until all said items are delivered to Buyer or otherwise disposed of with Buyer's written consent. Seller shall without limitation as to time indemnify and save Buyer harmless from all claims which may be asserted against said property, including without limitation mechanic's liens or claims arising under Workmen's Compensation or Occupational Disease laws, and from all claims for injury to persons or property arising out of or related to such property unless the same are caused solely and directly by Buyer's negligence.

Government property shall be controlled and maintained per Appendix B to Defense Acquisition Regulation.

6. SUBCONTRACTING

None of the work contemplated by Buyer as to be performed by Seller under this order shall be subcontracted without the prior written consent of Buyer.

7. SPECIFICATIONS: WARRANTY: INSPECTION

Material made in accordance with Buyer's specifications and drawings shall not be furnished or quoted to any other person or concern without Buyer's written consent. The foregoing shall not be construed as applicable to any use by Seller of drawings or specifications which are owned by the Government or as to which the Government has the right to authorize use, in the performance of any direct contract between the Government and the subcontractor, on a non-interference basis, provided the Government gives written notice of such use to Buyer. In the event of conflict between specifications, drawings, samples, designated type, part number or catalog description, the specifications shall govern over drawings, drawings over samples, whether or not approved by Buyer, and samples over designated type, part number or catalog description. In cases of ambiguity in the specifications, drawings, or other requirements of this order, Seller must, before proceeding, consult Buyer, whose written interpretation shall be final.

Seller warrants the materials delivered or services rendered on this order to be free from defects in workmanship, materials, and design, and to be in accordance with Buyer's specifications, drawings and/or samples in all respects. These warranties shall survive acceptance and payment. Seller shall be liable for and save Buyer harmless from any loss, damage or expense whatsoever that Buyer may suffer from breach of any of these warranties.

All material and workmanship shall be subject to inspection by Buyer, before and after delivery. The Buyer may require Seller to replace rejected material or Buyer may accept any materials that conform to Seller's warranties, and upon discovery of materials not so conforming may reject or keep and rework any such materials not so conforming. Buyer may make 100% inspection or reject an entire shipment if Buyer's sampling plan indicates rejection at the 1% acceptable quality level (or such greater or lesser percentage as Buyer and Seller may agree upon in writing). Cost of rework, inspection, transportation, re-packaging and/or re-inspection by Buyer shall be at Seller's expense.

8. CHANGES

Buyer shall have the right by written order to suspend work, or to make changes from time to time in the services to be rendered or the materials to be furnished by Seller hereunder. If such suspension or changes cause an increase or decrease in the cost of performance of this order or in the time required for its performance, an equitable adjustment shall be negotiated promptly and the order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by Seller of notification of the change or suspension, and shall be followed as soon as practicable with specification of the amount claimed and supporting cost figures; however, nothing herein shall excuse the Seller from proceeding with this purchase order as changed.

9. PATENTS

Seller warrants that the sale, use or incorporation into manufactured products of all machines, devices and material furnished hereunder which are not of Buyer's design, composition or manufacture shall be free and clear of infringement of any valid patent, copyright or trade mark. Seller shall save Buyer and its customers harmless from any and all expenses, liability and loss of any kind (and the costs and expenses, including attorneys fees) growing out of claims, suits or actions alleging such infringement, which claims, suits or actions Seller agrees to compose or defend.

10. TAXES

All local, state and Federal excise, sales and use taxes, when applicable, shall be stated separately on Seller's invoice.

11. ASSIGNMENT

Seller may not assign monies due or to become due under this order without the prior written consent of Buyer, which will ordinarily be given subject to Buyer's standard conditions. In any case, assigned accounts shall be subject to set-off, recoupment or other claim of Buyer or Buyer's subsidiaries against Seller. Buyer shall have the right at any time to set off any amount owing from Seller to Buyer, or Buyer's subsidiaries, against any amount due and owing to Seller or any of its subsidiaries, pursuant to this purchase order or any other contractual agreement between Buyer and Seller or their respective subsidiaries.

12. COMPLIANCE WITH LAW: GRATUITIES

Seller warrants that the materials to be furnished and the services to be rendered under this order, and the classes of property described in Article 5, shall be manufactured, sold and used in compliance with all relevant Federal, state and local laws and regulations. All invoices must carry the following certificate: "Seller certifies that with respect to the production of the articles and/or the performance of the services covered by the invoice, it has fully complied with Sections 6, 7, 12 and 15 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof."

Seller warrants that it has not offered or given and will not offer or give to any employee, agent or representative of Buyer any gratuity with a view toward securing any business from Buyer or influencing such person with respect to the terms, conditions or performance of any contract with or order from Buyer. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller.

13. INDEMNITY AGAINST CLAIMS

Seller shall indemnify Buyer against all loss on account of claims of injury to persons (including death) or damage to property which may result in any way from any act or omission of Seller, or of its agents, employees, or subcontractors. Seller shall also maintain such Public Liability, Property Damage, Employer's Liability and Compensation insurance and Motor Vehicle Liability (Personal Injury and Property Damage) as will protect Seller (or its subcontractors) and Buyer from said risks and from any claims under any applicable Workmen's Compensation or Occupational Disease statutes.

Government Contract Provisions

When the materials or products furnished are for use in connection with a Government contract or subcontract, in addition to the above provisions the following provisions shall apply

14. INSPECTION

Materials to be used in the performance of Government contracts may be inspected and tested at all reasonable times and places, either before, during or after manufacture, by Buyer or by the Government agency concerned, at Buyer's discretion. If inspection and test are made on the premises of Seller or Seller's subcontractor, Seller shall furnish without additional charge all reasonable facilities and assistance for the safe and convenient inspection and tests required by the inspectors in the performance of their duty. The foregoing provisions of this Article are supplementary to, and not in lieu of or in derogation of, the provisions of Article 7 above.

15. STOP WORK ORDER

The clause set forth in DAR 7-105.3 entitled "Stop Work Order," is made a part hereof, except that where used therein the terms "Government" and "Contracting Officer" shall mean "Buyer", "Contractor" and "contract" shall mean "Seller" and "Purchase Order" respectively; the reference to "Termination for Convenience" clause shall mean the "Termination" clause herein; the reference to termination "for the convenience of the Government" shall mean termination under the "Termination" clause herein, and the period for asserting a claim shall be 25 days.

16. The following clauses set forth in the Defense Acquisition Regulation as in effect at the date of this purchase order, are incorporated herein by reference.

	TITLE OF CLAUSE	DAR SECTION
a	(Reserved)	(Reserved)
b	Certain Communist Areas	7-103.15
c	Contract Work Hours and Safety Standards Act—Overtime Compensation	7-103.16(a)
d	Walsh-Healey Public Contract Act	7-103.17
e	Equal Opportunity	7-103.18(a)
f	Notice & Assistance Regarding Patent and Copyright Infringement	7-103.23
g	Affirmative Action for Disabled Veterans (etc.)	7-103.27
h	Affirmative Action for Handicapped Workers	7-103.28
i	Buy American Act and Balance of Payments Program	7-104.3
j	Notice to Government of Labor Disputes	7-104.4
k	Filing of Patent Applications	7-104.6
l	Refund of Royalties	7-104.8 (b)
m	Rights in Technical Data and Computer Software	7-104.9 (a) & (b)
n	Technical Data – Withholding of Payment	7-104.9 (h)
o	Excess Profit	7-104.11 (a)
p	Military Security Requirements	7-104.12
q	Utilization of Small Business and Small Disadvantaged Business Concerns	7-104.14(a)
r	Examination of Records by Comptroller General	7-104.15
s	Priorities, Allocations and Allotments	7-104.18
t	Utilization of Labor Surplus Area Concerns	7-104.20 (a)
u	Duty Free Entry – Qualifying Country End Products and Supplies	7-104.32
v	Required Source for Jewel Bearings and Related Items	7-104.37
w	Required Sources for Miniature and Instrument Ball Bearings	7-104.38
x	Audit by Dept. of Defense	7-104.41 (a)
y	Required Sources for Precision Components for Mechanical Time Devices	7-104.46
z	Safety Precautions (etc.)	7-104.79 (a) & (b)
aa	Accident Reporting (etc.)	7-104.81

In all DAR clauses herein above listed, the term "Contractor" shall be deemed to read "Seller," and in Clauses f, j, n, p, z and aa only, the term "Government" shall be deemed to read "Government and or Buyer" and the term "Contracting Officer" to read "Contracting Officer and or Buyer" except in those places where such change with respect to "Government" and "Contracting Officer" would be inappropriate. For the purposes of the "Refund of Royalties" clause (l) the Buyer shall be deemed to be the "Contracting Officer" or the "Government" referenced therein.

WHITNEY BARREL COMPANY INC.
[illegible] Street
WOBURN, MASSACHUSETTS 01801
Mailing Address: P.O. Box 201
WOBURN, MASSACHUSETTS 01801

INVOICE

No. 1130

TO (617) 933-4520

[illegible] Co.
[illegible] Ave.
Box 941
Melrose, Mass.
02254

TERMS: [illegible]

DATE: 6-17-82
CUSTOMER ORDER NO.: 3129P526454
SALESMAN:
VIA:

QUANTITY	DESCRIPTION	PRICE	AMOUNT
50	55 gal. steel drums painted yellow	$12.00 ea	$ 600.00
			$ 600.00

TRIPLICATE

Thank You!

WHITNEY BARREL CO. INC.
Complete Drum Reconditioning
Established 1898
All Types of Steel Drums-Fibre Barrels-Purchases-Sales
256 Salem Street Woburn, Mass. 01801
Phone 933-4520 - 21

CUSTOMER'S ORDER NO.	PHONE	DATE
3129P526454		6-17-82

NAME: Raytheon Co.

ADDRESS: Foundry one Build 41
Waltham Mass. 02254

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT

~~50~~	55 gal steel		$
50	Drums painted yellow	12.00	600.00
	NOTE — Bill in triplicate		
		TAX	
		TOTAL	

RECEIVED BY

All claims and returned goods MUST be accompanied by this bill.

Thank You

0110

PRODUCT 610

REDACTED

DOT6-D-18-55-81

WHITNEY BARREL CO. INC.
Complete Drum Reconditioning
Established 1898
All Types of Steel Drums-Fibre Barrels-Purchases-Sales
256 Salem Street Woburn, Mass. 01801
Phone 933-4520 - 21

CUSTOMER'S ORDER NO.	PHONE	DATE
3127PR26434		6-17-82

NAME: Raytheon Co.

ADDRESS: Foundry one Build 41
Waltham Mass. 02254

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT

QTY.	DESCRIPTION	PRICE	AMOUNT
60	55 gal steel Drums painted yellow	12.00	720.00
	NOTE Bill in triplicate		
		TAX	
		TOTAL	

RECEIVED BY

All claims and returned goods MUST be accompanied by this bill.

Thank You

0110

PRODUCT 610-3 NEBS Inc. Groton, Mass. 01450

HEON

2 (12-80)

RAYTHEON COMPANY
MICROWAVE AND POWER TUBE OPERATION
FOUNDRY AVENUE
WALTHAM, MASSACHUSETTS 02254
TELEPHONE: (617) 899-8400

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL PACKAGES AND DOCUMENTS

PURCHASE ORDER NUMBER
31-29-PS-26454

CASH TERMS	BUSINESS	MINORITY	BUYER	EXTENSION	CROSS REFERENCE	DOCUMENT DATE	REQUISITION NO.
N/30	S	N	R. FLORIDIA	3853		06 15 82	57924

SHIP VIA	TRANSPORTATION TERMS P & C	COL	FA	PPD	COMPANY WIDE AGREEMENT NO.	CERT. FOR NAT'L DEF. USE DMS/DPS REG.	CONTRACT NUMBER	PRIORITY
NATION VENDOR			*	X				

HITNEY BARREL CO 687418
56 SALEM ST PO BOX 261
OBURN MA 01801

BILL IN TRIPLICATE TO THE ABOVE ADDRESS
ATTENTION: ACCOUNTS PAYABLE
SHIP MATERIAL TO BLD 41 ACCOUNT 1730-9

REQUISITIONER: PAT COTTER

ES CONFIRMING ORDER

T DUPLICATE YOUR JACK DATE 06 11 82 TEL: 617-933-4520

QUANTITY	UNIT OF MEASURE	PART NO./DESCRIPTION/DELIVERY SCHEDULE	CATEGORY	UNIT PRICE	TOTAL AMOUNT
60.0	EACH	55 GAL. DRUMS	LAB/MAT	12.00	720.00
60.0		DUE: 06 23 82			

FOR WASTE MATERIAL. TO BE PAINTED YELLOW, CLEAN AND TESTED.

PLEASE SEND WRITTEN QUOTE TO ATTENTION OF R FLORIDIA
ANY PURCHASE ORDER OVER $500.00 REQUIRES A FORMAL QUOTE

PURCHASE ORDER AMOUNT 720.00

CONFIRMING

REDACTED

0047-0087

***** EN
AUTHORIZED SIGNATUR

**** DATE 6/16/82

DER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND BACK HEREOF.
CEPTIONS MUST BE ACKNOWLEDGED IN WRITING.

OF INSURANCE IN VIOLATION OF PARAGRAPH 2 OF TERMS AND CONDITION OF PURCHASES WILL NOT BE ACCEPTED.
COUNT PERIOD WILL BE MEASURED FROM DATE OF RECEIPT OF INVOICE OR MATERIAL WHICHEVER IS LATER.

VENDOR COPY

TERMS AND CONDITIONS OF PURCHASE

General Provisions

1. ACCEPTANCE

Agreement by Seller to furnish the materials or services hereby ordered, or its furnishing such materials or services in whole or in part shall constitute acceptance by Seller of this order subject to these terms and conditions. In the event that this order does not state price or delivery, Buyer will not be bound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions of purchase herein contained shall be void and of no effect unless specifically agreed to by Buyer. Modifications hereof or additions hereto, to be effective, must be made in writing and be signed by Buyer. These terms and conditions together with such modifications and with such data relating to price and delivery as are accepted in writing by Buyer, constitute the entire agreement between the parties. The rights of both parties hereunder shall be in addition to their rights and remedies at law or equity. Failure of Buyer to enforce any of its rights shall not constitute a waiver of such rights or of any other rights.

2. SHIPPING DIRECTIONS

Unless otherwise specified, for shipment at Buyer's risk, when rates are based on released, declared or agreed valuation, the bill of lading will be annotated to show that the shipment is released at the specific maximum value which applies to the lowest rate or rating provided in applicable carriers' tariffs. When applicable tariffs require that the actual value of the shipment be declared on the bill of lading, the actual value of the shipment must be shown. On all other shipments, do not insure and do not declare any value.

All items shipped in one day from and to a single location must be consolidated on one bill of lading unless otherwise directed. No charges will be allowed for packing, crating, freight, or cartage unless specifically agreed to in writing.

3. DELIVERY, NOTICE OF LABOR DISPUTES

Time is and shall remain of the essence of this order, and no acts of Buyer, including without limitation modifications of this order or acceptance of late deliveries, shall constitute waiver of this provision. Buyer also reserves the right to refuse or return at Seller's risk and expense shipments made in excess of Buyer's orders or in advance of required schedules or to defer payment on advance deliveries until scheduled delivery dates. Seller shall notify Buyer immediately of any actual or potential labor dispute which is delaying or threatens to delay the timely performance of this order.

4. TERMINATION, BREACH OF CONTRACT, DAMAGES

Buyer may, by notice in writing, direct Seller to terminate this order or work under this order in whole or in part at any time, and such termination shall not constitute a default. In such event, unless Seller shall have defaulted or be in default in performance hereof, Buyer and Seller shall have the rights and obligations contained in the subcontracts clause entitled "Termination" set forth in Section 8-706 of the Defense Acquisition Regulation as amended to the date of this order, which clause is hereby incorporated by reference and made a part hereof. The insolvency or adjudication of bankruptcy of, or the filing of a voluntary petition of bankruptcy, or the making of an assignment for the benefit of creditors by either party, shall be a material breach hereof. In no event shall Seller be entitled to anticipatory profits, or to special or consequential damages. In the event of Seller's default or potential inability to perform this order, Seller shall upon demand by Buyer, deliver to Buyer the raw materials and work-in-process acquired in order to perform under this order, and Buyer may then complete the work, deducting the cost of such completion from the price, or in the alternative pay to Seller the cost of such raw materials and work-in-process.

5. BUYER'S PROPERTY

All specifications, drawings, tools, jigs, dies, fixtures, materials and other items which are supplied by Buyer or which are to be furnished by Seller as an item or items on this order shall be confidential. They shall be and remain the property of Buyer (or of the United States Government or other party where the Government or such other party has or acquires title thereto) and Buyer shall have the right to enter Seller's premises and remove them at any time without being guilty of trespass or liable to Seller for damages of any sort. All such items shall be used only in the performance of work under this order unless Buyer consents otherwise in writing, except that as to any such items which are owned by the Government or which the Government has the right to use, the Seller may use such items in the performance of any direct contract between the Seller and the Government, on a non-interference basis, after the Government has expressly authorized such use in writing with written notice of such authorization to the Buyer. Seller shall prominently mark all such items as the property of, and, if directed, the area in which they are located as containing property of Buyer (or, as the case may be, of the United States Government or said other party). Seller shall also mark such items with the corresponding drawing number and/or Government number. Seller shall similarly list all such items on invoices, and shall be responsible for them as an insurer until delivered to Buyer. Seller shall not dispose of any such items without Buyer's written consent. The provisions of this Article 5 hereinabove set forth shall survive delivery and payment and remain in full force until all said items are delivered to Buyer or otherwise disposed of with Buyer's written consent. Seller shall without limitation as to time indemnify and save Buyer harmless from all claims which may be asserted against said property, including without limitation mechanic's liens or claims arising under Workmen's Compensation or Occupational Disease laws, and from all claims for injury to persons or property arising out of or related to such property unless the same are caused solely and directly by Buyer's negligence.

Government property shall be controlled and maintained per Appendix B to Defense Acquisition Regulation.

6. SUBCONTRACTING

None of the work contemplated by Buyer as to be performed by Seller under this order shall be subcontracted without the prior written consent of Buyer.

7. SPECIFICATIONS, WARRANTY, INSPECTION

Material made in accordance with Buyer's specifications and drawings shall not be furnished or quoted to any other person or concern without Buyer's written consent. The foregoing shall not be construed as applicable to any use by Seller of drawings or specifications which are owned by the Government or as to which the Government has the right to authorize use, in the performance of any direct contract between the Government and the subcontractor, on a non-interference basis, provided the Government gives written notice of such use to Buyer. In the event of conflict between specifications, drawings, samples, designated type, part number or catalog description, the specifications shall govern over drawings, drawings over samples, whether or not approved by Buyer, and samples over designated type, part number or catalog description. In cases of ambiguity in the specifications, drawings, or other requirements of this order, Seller must, before proceeding, consult Buyer, whose written interpretation shall be final.

Seller warrants the materials delivered or services rendered on this order to be free from defects in workmanship, materials, and design, and to be in accordance with Buyer's specifications, drawings and/or samples in all respects. These warranties shall survive acceptance and payment. Seller shall be liable for and save Buyer harmless from any loss, damage or expense whatsoever that Buyer may suffer from breach of any of these warranties.

All material and workmanship shall be subject to inspection by Buyer, before and after delivery. The Buyer may require Seller to replace rejected material or Buyer may accept any materials that conform to Seller's warranties, and upon discovery of materials not so conforming may reject or keep and rework any such materials not so conforming. Buyer may make 100% inspection or reject an entire shipment if Buyer's sampling plan indicates rejection at the [illegible] acceptable quality level for such greater or lesser percentage as Buyer and Seller may agree upon in writing. Cost of rework, inspection, transportation, re-packaging and/or reinspection by Buyer shall be at Seller's expense.

8. CHANGES

Buyer shall have the right by written order to suspend work, or to make changes from time to time in the services to be rendered or the materials to be furnished by Seller hereunder. If such suspension or changes cause an increase or decrease in the cost of performance of this order or in the time required for its performance, an equitable adjustment shall be negotiated promptly and the order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by Seller of notification of the change or suspension, and shall be followed as soon as practicable with specification of the amount claimed and supporting cost figures. However, nothing herein shall excuse the Seller from proceeding with this purchase order as changed.

9. PATENTS

Seller warrants that the sale, use or incorporation into manufactured products of all machines, devices and material furnished hereunder which are not of Buyer's design, composition or manufacture shall be free and clear of infringement of any valid patent, copyright or trade mark. Seller shall save Buyer and its customers harmless from any and all expenses, liability and loss of any kind (and the costs and expenses including attorneys fees) growing out of claims, suits or actions alleging such infringement, which claims, suits or actions Seller agrees to compose or defend.

10. TAXES

All local, state and Federal excise, sales and use taxes, when applicable, shall be stated separately on Seller's invoice.

11. ASSIGNMENT

Seller may not assign monies due or to become due under this order without the prior written consent of Buyer, which will ordinarily be given subject to Buyer's standard conditions. In any case, assigned accounts shall be subject to set off, recoupment or other claim of Buyer or Buyer's subsidiaries against Seller. Buyer shall have the right at any time to set off any amount owing from Seller to Buyer, or Buyer's subsidiaries, against any amount due and owing to Seller or any of its subsidiaries, pursuant to this purchase order or any other contractual agreement between Buyer and Seller or their respective subsidiaries.

12. COMPLIANCE WITH LAW, GRATUITIES

Seller warrants that the materials to be furnished and the services to be rendered under this order, and the classes of property described in Article 5, shall be manufactured, sold and used in compliance with all relevant Federal, state and local laws and regulations. All invoices must carry the following certificate: "Seller certifies that with respect to the production of the articles and/or the performance of the services covered by the invoice, it has fully complied with Sections 6, 7, 12 and 15 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof."

Seller warrants that it has not offered or given and will not offer or give to any employee, agent or representative of Buyer any gratuity with a view toward securing any business from Buyer or influencing such person with respect to the terms, conditions or performance of any contract with or order from Buyer. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller.

13. INDEMNITY AGAINST CLAIMS

Seller shall indemnify Buyer against all loss on account of claims of injury to persons (including death) or damage to property which may result in any way from any act or omission of Seller, or of its agents, employees, or subcontractors. Seller shall also maintain such Public Liability, Property Damage, Employer's Liability and Compensation insurance and Motor Vehicle Liability (Personal Injury and Property Damage) as will protect Seller (or its subcontractors) and Buyer from said risks and from any claims under any applicable Workmen's Compensation or Occupational Disease statutes.

Government Contract Provisions

When the materials or products furnished are for use in connection with a Government contract or subcontract, in addition to the above provisions, the following provisions shall apply

14. INSPECTION

Materials to be used in the performance of Government contracts may be inspected and tested at all reasonable times and places, either before, during or after manufacture, by Buyer or by the Government agency concerned, at Buyer's discretion. If inspection and test are made on the premises of Seller or Seller's subcontractor, Seller shall furnish without additional charge all reasonable facilities and assistance for the safe and convenient inspection and tests required by the inspectors in the performance of their duty. The foregoing provisions of this Article are supplementary to, and not in lieu or in derogation of, the provisions of Article 7 above.

15. STOP WORK ORDER

The clause set forth in DAR 7-105.3, entitled "Stop Work Order," is made a part hereof, except that where used therein the terms "Government" and "Contracting Officer" shall mean "Buyer", "Contractor" and "contract" shall mean "Seller" and "Purchase Order" respectively, the reference to "Termination for Convenience" clause shall mean the "Termination" clause herein; the reference to termination "for the convenience of the Government" shall mean termination under the "Termination" clause herein, and the period for asserting a claim shall be 25 days.

16. The following clauses set forth in the Defense Acquisition Regulation as in effect at the date of this purchase order are incorporated herein by reference:

	TITLE OF CLAUSE	DAR SECTION
a	(Reserved)	(Reserved)
b	Certain Communist Areas	7-103.15
c	Contract Work Hours and Safety Standards Act—Overtime Compensation	7-103.16(a)
d	Walsh-Healey Public Contracts Act	7-103.17
e	Equal Opportunity	7-103.18 (a)
f	Notice & Assistance Regarding Patent and Copyright Infringement	7-103.23
g	Affirmative Action for Disabled Veterans (etc.)	7-103.27
h	Affirmative Action for Handicapped Workers	7-103.28
i	Buy American Act and Balance of Payments Program	7-104.3
j	Notice to Government of Labor Disputes	7-104.4
k	Filing of Patent Applications	7-104.6
l	Refund of Royalties	7-104.8 (b)
m	Rights in Technical Data and Computer Software	7-104.9 (a) & (b)
n	Technical Data — Withholding of Payment	7-104.9 (h)
o	Excess Profit	7-104.11 (a)
p	Military Security Requirements	7-104.12
q	Utilization of Small Business and Small Disadvantaged Business Concerns	7-104.14(a)
r	Examination of Records by Comptroller General	7-104.15
s	Priorities, Allocations and Allotments	7-104.18
t	Utilization of Labor Surplus Area Concerns	7-104.20 (a)
u	Duty Free Entry — Qualifying Country End Products and Supplies	7-104.32
v	Required Source for Jewel Bearings and Related Items	7-104.37
w	Required Sources for Miniature and Instrument Ball Bearings	7-104.38
x	Audit by Dept. of Defense	7-104.41 (c)
y	Required Sources for Precision Components for Mechanical Time Devices	7-104.46
z	Safety Precautions (etc.)	7-104.79 (a) & (b)
aa	Accident Reporting (etc.)	7-104.81

In all DAR clauses herein above listed, the term "Contractor" shall be deemed to read "Seller," and in Clauses t, r, n, p, z and aa only, the term "Government" shall be deemed to read "Government and or Buyer" and the term "Contracting Officer" to read "Contracting Officer and or Buyer" except in those places where such change with respect to "Government" and "Contracting Officer" would be inappropriate. For the purposes of the "Refund of Royalties" clause (l), the Buyer shall be deemed to be the "Contracting Officer" or the "Government" referenced therein.

INVOICE

1162

TO

Raytheon Co.
Laundry Ave
Waltham, Mass.
02154

DATE: 7-20-82

CUSTOMER ORDER NO.: P3129p5 70834

SALESMAN:

VIA:

TERMS: n/30

0174

QUANTITY	DESCRIPTION	PRICE	AMOUNT
15	55 gal D.C.C. -6-D drums (del.)	$15.00	$225.00
			$225.00

TRIPLICATE

Thank You!

WHITNEY BARREL CO. INC.

Complete Drum Reconditioning
Established 1898
All Types of Steel Drums-Fibre Barrels-Purchases-Sales
256 Salem Street Woburn, Mass. 01801
Phone 933-4520 - 21

CUSTOMER'S ORDER NO.	PHONE	DATE
P3129P590334		7-20-82

NAME: Raytheon Co.

ADDRESS: Foundry Ave. Waltham

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT	

15	55 gal. PCB-6-D Drum. Del.	15.00	225.00
	15		
	15		
	75		
	15		
	225.00		
	Note, Send bill in triplicate.		

RECEIVED BY

All claims and returned goods MUST be accompanied by this bill.

Thank You

0174

PRODUCT 610

REDACTED

WHITNEY BARREL CO. INC.
Complete Drum Reconditioning
Established 1898
All Types of Steel Drums-Fibre Barrels-Purchases-Sales
256 Salem Street · Woburn, Mass. 01801
Phone 933-4520 - 21

CUSTOMER'S ORDER NO.	PHONE	DATE
[illegible]		7-20-82

NAME: [illegible]

ADDRESS: Greenleaf Ave - Waltham

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT

QTY.	DESCRIPTION	PRICE	AMOUNT
25	55 gal. 006-6-D Drum Rec.	15.00	225.00
	15 15 75 15 225.00		
	Not, Send bill in Sept.		
		TAX	
RECEIVED BY		TOTAL	

All claims and returned goods MUST be accompanied by this bill.

Thank You

0174

PRODUCT 610-3 NEBS Inc. Groton, Mass. 01450

'HEON

72 (12-80)

RAYTHEON COMPANY
MICROWAVE AND POWER TUBE OPERATION
FOUNDRY AVENUE
WALTHAM, MASSACHUSETTS 02254
TELEPHONE: (617)899-8400

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL PACKAGES AND DOCUMENTS

PURCHASE ORDER NUMBER
31-29-PS-70834

95

CASH TERMS	BUSINESS	MINORITY	BUYER	EXTENSION	CROSS REFERENCE	DOCUMENT DATE	REQUISITION NO.
N/30	S	N	R. FLORIDIA	3853		08 03 82	570110

SHIP VIA	TRANSPORTATION TERMS P & C	COL	FA	PPD	COMPANY WIDE AGREEMENT NO.	CERT. FOR NAT'L DEF. USE DMS/DPS REG. I	CONTRACT NUMBER	PRIORITY
VD				X				

INATION

WHITNEY BARREL CO 687418
256 SALEM ST PO BOX 261
WOBURN MA 01801

BILL IN TRIPLICATE TO THE ABOVE ADDRESS
ATTENTION: ACCOUNTS PAYABLE
SHIP MATERIAL TO BLD 41 ACCOUNT 1730-9

REQUISITIONER: PAT COTTER

TES CONFIRMING ORDER

OT DUPLICATE YOUR JACK DATE 08 02 82 TEL: 617-933-4520

QUANTITY	UNIT OF MEASURE	PART NO./DESCRIPTION/DELIVERY SCHEDULE	CATEGORY	UNIT PRICE	TOTAL AMOUNT
15.0	EACH	CHEMICAL WASTE BARRELS	LAB/MAT	15.00	225.00
		15.0 DUE: 07 26 82			
		POLYLINED DRUMS			
			PURCHASE ORDER AMOUNT		225.00

REDACTED

0047-0092

***** EN
AUTHORIZED SIGNATUR

*** DATE 8/4/82

RDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND BACK HEREOF.
CEPTIONS MUST BE ACKNOWLEDGED IN WRITING.

T OF INSURANCE IN VIOLATION OF PARAGRAPH 2 OF TERMS AND CONDITION OF PURCHASES WILL NOT BE ACCEPTED.
SCOUNT PERIOD WILL BE MEASURED FROM DATE OF RECEIPT OF INVOICE OR MATERIAL WHICHEVER IS LATER.

VENDOR COPY

TERMS AND CONDITIONS OF PURCHASE

General Provisions

1. ACCEPTANCE

Agreement by Seller to furnish the materials or services hereby ordered, or its furnishing such materials or services in whole or in part, shall constitute acceptance by Seller of this order subject to these terms and conditions. In the event that this order does not state price or delivery, Buyer will not be bound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions of purchase herein contained shall be void and of no effect unless specifically agreed to by Buyer. Modifications hereof or additions hereto, to be effective, must be made in writing and be signed by Buyer. These terms and conditions, together with such modifications and with such data relating to price and delivery as are accepted in writing by Buyer, constitute the entire agreement between the parties. The rights of both parties hereunder shall be in addition to their rights and remedies at law or equity. Failure of Buyer to enforce any of its rights shall not constitute a waiver of such rights or of any other rights.

2. SHIPPING DIRECTIONS

Unless otherwise specified, for shipment at Buyer's risk, when rates are based on released, declared or agreed valuation, the bill of lading will be annotated to show that the shipment is released at the specific maximum value which applies to the lowest rate or rating provided in applicable carriers' tariffs. When applicable tariffs require that the actual value of the shipment be declared on the bill of lading, the actual value of the shipment must be shown. On all other shipments, do not insure and do not declare any value.

All items shipped in one day from and to a single location must be consolidated on one bill of lading unless otherwise directed. No charges will be allowed for packing, crating, freight, or cartage unless specifically agreed to in writing.

3. DELIVERY, NOTICE OF LABOR DISPUTES

Time is and shall remain of the essence of this order, and no acts of Buyer, including without limitation modifications to this order or acceptance of late deliveries, shall constitute waiver of this provision. Buyer also reserves the right to refuse or return at Seller's risk and expense shipments made in excess of Buyer's orders or in advance of delivery schedules, or to defer payment on advance deliveries until scheduled delivery dates. Seller shall notify Buyer immediately of any actual or potential labor dispute which is delaying or threatens to delay the timely performance of this order.

4. TERMINATION; BREACH OF CONTRACT; DAMAGES

Buyer may, by notice in writing, direct Seller to terminate this order or work under this order in whole or in part at any time, and such termination shall not constitute a default. In such event, unless Seller shall have defaulted or be in default in performance hereof, Buyer and Seller shall have the rights and obligations contained in the subcontracts clause entitled "Termination" set forth in Section 8-706 of the Defense Acquisition Regulation as amended to the date of this order, which clause is hereby incorporated by reference and made a part hereof. The insolvency or adjudication of bankruptcy of, or the filing of a voluntary petition of bankruptcy, or the making of an assignment for the benefit of creditors by either party, shall be a material breach hereof. In no event shall Seller be entitled to anticipatory profits, or to special or consequential damages. In the event of Seller's default or potential inability to perform this order, Seller shall upon demand by Buyer, deliver to Buyer the raw materials and work-in-process acquired in order to perform under this order, and Buyer may then complete the work, deducting the cost of such completion from the price, or in the alternative pay to Seller the cost of such raw materials and work-in-process.

5. BUYER'S PROPERTY

All specifications, drawings, tools, jigs, dies, fixtures, materials and other items which are supplied by Buyer or which are to be furnished by Seller as an item or items on this order shall be confidential. They shall be and remain the property of Buyer (or of the United States Government or other party where the Government or such other party has or acquires title thereto) and Buyer shall have the right to enter Seller's premises and remove them at any time without being guilty of trespass or liable to Seller for damages of any sort. All such items shall be used only in the performance of work under this order unless Buyer consents otherwise in writing, except that as to any such items which are owned by the Government or which the Government has the right to use, the Seller may use such items in the performance of any direct contract between the Seller and the Government, on a non-interference basis, after the Government has expressly authorized such use in writing with written notice of such authorization to the Buyer. Seller shall prominently mark all such items as the property of, and, if directed, the area in which they are located as containing property of, Buyer (or, as the case may be, of the United States Government or said other party). Seller shall also mark such items with the corresponding drawing number and/or Government number. Seller shall similarly list all such items on invoices, and shall be responsible for them as an insurer until delivered to Buyer. Seller shall not dispose of any such items without Buyer's written consent. The provisions of this Article 5 herein above set forth shall survive delivery and payment, and remain in full force until all said items are delivered to Buyer or otherwise disposed of with Buyer's written consent. Seller shall without limitation as to time indemnify and save Buyer harmless from all claims which may be asserted against said property, including without limitation mechanic's liens or claims arising under Workmen's Compensation or Occupational Disease laws, and from all claims for injury to persons or property arising out of or related to such property unless the same are caused solely and directly by Buyer's negligence.

Government property shall be controlled and maintained per Appendix B to Defense Acquisition Regulation.

6. SUBCONTRACTING

None of the work contemplated by Buyer as to be performed by Seller under this order shall be subcontracted without the prior written consent of Buyer.

7. SPECIFICATIONS; WARRANTY; INSPECTION

Material made in accordance with Buyer's specifications and drawings shall not be furnished or quoted to any other person or concern without Buyer's written consent. The foregoing shall not be construed as applicable to any use by Seller of drawings or specifications which are owned by the Government or as to which the Government has the right to authorize use, in the performance of any direct contract between the Government and the subcontractor on a non-interference basis, provided the Government gives written notice of such use to Buyer. In the event of conflict between specifications, drawings, samples, designated type, part number or catalog description, the specifications shall govern over drawings, drawings over samples, whether or not approved by Buyer, and samples over designated type, part number or catalog description. In cases of ambiguity in the specifications, drawings, or other requirements of this order, Seller must, before proceeding, consult Buyer, whose written interpretation shall be final.

Seller warrants the materials delivered or services rendered on this order to be free from defects in workmanship, materials, and design, and to be in accordance with Buyer's specifications, drawings and/or samples in all respects. These warranties shall survive acceptance and payment. Seller shall be liable for and save Buyer harmless from any loss, damage or expense whatsoever that Buyer may suffer from breach of any of these warranties.

All material and workmanship shall be subject to inspection by Buyer, before and after delivery. The Buyer may require Seller to replace rejected material or Buyer may accept any materials that conform to Seller's warranties, and upon discovery of materials not so conforming may reject or keep and rework any such materials not so conforming. Buyer may make 100% inspection or reject an entire shipment if Buyer's sampling plan indicates rejection at the [illegible] acceptable quality level (or such greater or lesser percentage as Buyer and Seller may agree upon in writing). Cost of rework, inspection, transportation, repackaging and/or re-inspection by Buyer shall be at Seller's expense.

8. CHANGES

Buyer shall have the right by written order to suspend work, or to make changes from time to time in the services to be rendered or the materials to be furnished by Seller hereunder. If such suspension or changes cause an increase or decrease in the cost of performance of this order or in the time required for its performance, an equitable adjustment shall be negotiated promptly and the order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by Seller of notification of the change or suspension, and shall be followed as soon as practicable with justification of the amount claimed and supporting cost figures; however, nothing herein shall excuse the Seller from proceeding with the purchase order as changed.

9. PATENTS

Seller warrants that the sale, use or incorporation into manufactured products of all machines, devices and material furnished hereunder which are not of Buyer's design, composition or manufacture shall be free and clear of infringement of any valid patent, copyright or trade mark. Seller shall save Buyer and its customers harmless from any and all expenses, liability and loss of any kind (and the costs and expenses, including attorneys fees) growing out of claims, suits or actions alleging such infringement, which claims, suits or actions Seller agrees to compose or defend.

10. TAXES

All local, state and Federal excise, sales and use taxes, when applicable, shall be stated separately on Seller's invoice.

11. ASSIGNMENT

Seller may not assign monies due or to become due under this order without the prior written consent of Buyer, which will ordinarily be given subject to Buyer's standard conditions. In any case, assigned accounts shall be subject to set-off, recoupment or other claim of Buyer or Buyer's subsidiaries against Seller. Buyer shall have the right at any time to offset any amount owing from Seller to Buyer, or Buyer's subsidiaries, against any amount due and owing to Seller or any of its subsidiaries, pursuant to this purchase order or any other contractual agreement between Buyer and Seller or their respective subsidiaries.

12. COMPLIANCE WITH LAW; GRATUITIES

Seller warrants that the materials to be furnished and the services to be rendered under this order, and the classes of property described in Article 5, shall be manufactured, sold and used in compliance with all relevant Federal, state and local laws and regulations. All invoices must carry the following certificate: "Seller certifies that with respect to the production of the articles and/or the performance of the services covered by the invoice, it has fully complied with Sections 6, 7, 12 and 15 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof."

Seller warrants that it has not offered or given and will not offer or give to any employee, agent or representative of Buyer any gratuity with a view toward securing any business from Buyer or influencing such person with respect to the terms, conditions or performance of any contract with or order from Buyer. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller.

13. INDEMNITY AGAINST CLAIMS

Seller shall indemnify Buyer against all loss on account of claims of injury to persons (including death) or damage to property which may result in any way from any act or omission of Seller, or of its agents, employees, or subcontractors. Seller shall also maintain such Public Liability, Property Damage, Employer's Liability and Compensation insurance and Motor Vehicle Liability (Personal Injury and Property Damage) as will protect Seller for its service [illegible] and Buyer and said [illegible] and from any claims under any applicable Workmen's Compensation or Occupational Disease statutes.

Government Contract Provisions

When the materials or products furnished are for use in connection with a Government contract or subcontract, in addition to the above provisions, the following provisions shall apply:

14. INSPECTION

Materials to be used in the performance of Government contracts may be inspected and tested at all reasonable times and places, either before, during or after manufacture, by Buyer or by the Government agency concerned, at Buyer's discretion. If inspection and test are made on the premises of Seller or Seller's subcontractor, Seller shall furnish without additional charge all reasonable facilities and assistance for the safe and convenient inspection and tests required by the inspectors in the performance of their duty. The foregoing provisions of this Article are supplementary to, and not in lieu or in derogation of, the provisions of Article 7 above.

15. STOP WORK ORDER

The clause set forth in DAR 7-105.3, entitled "Stop Work Order," is made a part hereof, except that where used therein the terms "Government" and "Contracting Officer" shall mean "Buyer", "Contractor" and "Contract" shall mean "Seller" and "Purchase Order" respectively; the reference to "Termination for Convenience" clause shall mean the "Termination" clause herein; the reference to termination "for the convenience of the Government" shall mean termination under the "Termination" clause herein, and the period for asserting a claim shall be 25 days.

16. The following clauses set forth in the Defense Acquisition Regulation as in effect at the date of this purchase order are incorporated herein by reference:

	TITLE OF CLAUSE	DAR SECTION
a	(Reserved)	(Reserved)
b	Certain Communist Areas	7-103.15
c	Contract Work Hours and Safety Standards Act—Overtime Compensation	7-103.16(a)
d	Walsh-Healey Public Contracts Act	7-103.17
e	Equal Opportunity	7-103.18 (a)
f	Notice & Assistance Regarding Patent and Copyright Infringement	7-103.23
g	Affirmative Action for Disabled Veterans (etc.)	7-103.27
h	Affirmative Action for Handicapped Workers	7-103.28
i	Buy American Act and Balance of Payments Program	7-104.3
j	Notice to Government of Labor Disputes	7-104.4
k	Filing of Patent Applications	7-104.6
l	Refund of Royalties	7-104.8 (b)
m	Rights in Technical Data and Computer Software	7-104.9 (a) & (b)
n	Technical Data — Withholding of Payment	7-104.9 (h)
o	Excess Profit	7-104.11 (a)
p	Military Security Requirements	7-104.12
q	Utilization of Small Business and Small Disadvantaged Business Concerns	7-104.14 (a)
r	Examination of Records by Comptroller General	7-104.15
s	Priorities, Allocations and Allotments	7-104.18
t	Utilization of Labor Surplus Area Concerns	7-104.20 (a)
u	Duty Free Entry — Qualifying Country End Products and Supplies	7-104.32
v	Required Source for Jewel Bearings and Related Items	7-104.37
w	Required Sources for Miniature and Instrument Ball Bearings	7-104.38
x	Audit by Dept. of Defense	7-104.41 (a)
y	Required Sources for Precision Components for Mechanical Time Devices	7-104.46
z	Safety Precautions (etc.)	7-104.79 (a) & (b)
aa	Accident Reporting (etc.)	7-104.81

In all DAR clauses herein above listed, the term "Contractor" shall be deemed to read "Seller," and in Clauses f, l, n, p, z and aa only, the term "Government" shall be deemed to read "Government and or Buyer" and the term "Contracting Officer" to read "Contracting Officer and or Buyer" except in those places where such change with respect to "Government" and "Contracting Officer" would be inappropriate. For the purposes of the "Refund of Royalties" clause (l) the Buyer shall be deemed to be the "Contracting Officer" or the "Government" referenced therein.

INVOICE

TO

DATE

CUSTOMER ORDER NO.

SALESMAN

VIA

TERMS:

QUANTITY	DESCRIPTION	PRICE	AMOUNT
30	[illegible]	[illegible]	360.00
	Total		360.00

TRIPLICATE

Thank You!

REDACTED

WHITNEY BARREL CO. INC.

Complete Drum Reconditioning
Established 1898
All Types of Steel Drums-Fibre Barrels-Purchases-Sales
256 Salem Street Woburn, Mass. 01801
Phone 933-4520 - 21

CUSTOMER'S ORDER NO.	PHONE	DATE
3129PS 71243		8-31-82

NAME: Raytheon Co.

ADDRESS: Bldg 41 Foundry ave.
Waltham Mass. 02254

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT

30	55 gal steel Drums painted Yellow & del.	12.00	360.00
		TAX	
		TOTAL	

RECEIVED BY

...urned goods ...d by this bill.

Thank You

0250

PRODUCT 610

REDACTED

WHITNEY BARREL CO. INC.
Complete Drum Reconditioning
Established 1896
All Types of Steel Drums-Fibre Barrels-Purchases-Sales
256 Salem Street Woburn, Mass. 01801
Phone 933-4520 - 21

CUSTOMER'S ORDER NO.	PHONE	DATE
31295 11245		8-31-82

NAME: Raytheon Co.

ADDRESS: Rt 41 Foundry Ave.
Waltham Mass 02254

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT

QTY	DESCRIPTION	PRICE	AMOUNT
30	55 gal steel	12.00	360.00
	Delivery charge		
	Waltham + del.		
		TAX	
		TOTAL	

RECEIVED BY

All claims and returned goods MUST be accompanied by this bill.

Thank You

0250

PRODUCT 610-3 NEBS Inc., Groton, Mass. 01450

RAYTHEON

31-2474 (2/80)

TRIPLICATE

RAYTHEON COMPANY

MICROWAVE AND POWER TUBE DIVISION
Foundry Avenue
WALTHAM, MASS.

Order No. _____ Date 8-31-82 19__

Name WHITNEY BARREL Co.

Address 252 SALEM ST. WOBURN

VIA	PREPAID	COLLECT	C. O. D.
VENDOR PICKUP			

NO. CARTONS	DESCRIPTION OF ARTICLES	WEIGHT
53	Empty STEEL DRUMS	
	TOTALS	

Received in Good Order By _____
(Sign Name - Not Initials)

No. 01001 For _____

FLATRAKIT © MOORE BUSINESS FORMS, INC.

REDACTED

'THEON

2472 (12-80)

RAYTHEON COMPANY
MICROWAVE AND POWER TUBE OPERATION
FOUNDRY AVENUE
WALTHAM, MASSACHUSETTS 02254
TELEPHONE: (617) 899-8400

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL PACKAGES AND DOCUMENTS

PURCHASE ORDER NUMBER

31-29-PS-71243

0395

NO	CASH TERMS	BUSINESS	MINORITY	BUYER	EXTENSION	CROSS REFERENCE	DOCUMENT DATE	REQUISITION NO.
X	N/30	S	N	R. FLORIDIA	3853		09 07 82	570900

SHIP VIA	TRANSPORTATION TERMS P & C	COL	FA	PPD	COMPANY WIDE AGREEMENT NO.	CERT. FOR NAT'L DEF. USE DMS/DPS REG. 1	CONTRACT NUMBER	PRIORITY
VD			*	X				

INATION

WHITNEY BARREL CO
256 SALEM ST PO BOX 261
WOBURN MA 01801

687418

BILL IN TRIPLICATE TO THE ABOVE ADDRESS
ATTENTION: ACCOUNTS PAYABLE
SHIP MATERIAL TO BLD 41 ACCOUNT 1730-9

REQUISITIONER: PAT COTTER

ATES CONFIRMING ORDER

NOT DUPLICATE YOUR JACK DATE 09 02 82 TEL: 617-933-4520

QUANTITY	UNIT OF MEASURE	PART NO./DESCRIPTION/DELIVERY SCHEDULE	CATEGORY	UNIT PRICE	TOTAL AMOUNT
30.0	EACH	UNLINED DRUMS	LAB/MAT	12.00	360.00
		30.0 DUE: 09 09 82			
		UNLINED STEEL DRUMS PAINTED YELLOW FOR LIQUID CHEMICAL WASTE.			

PURCHASE ORDER AMOUNT 360.00

REDACTED

0047-0098

***** END ***

AUTHORIZED SIGNATURE

DATE 9/21/82

RDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND BACK HEREOF.
(CEPTIONS MUST BE ACKNOWLEDGED IN WRITING.

T OF INSURANCE IN VIOLATION OF PARAGRAPH 2 OF TERMS AND CONDITION OF PURCHASES WILL NOT BE ACCEPTED.
SCOUNT PERIOD WILL BE MEASURED FROM DATE OF RECEIPT OF INVOICE OR MATERIAL WHICHEVER IS LATER.

VENDOR COPY

TERMS AND CONDITIONS OF PURCHASE

General Provisions

1. ACCEPTANCE

Agreement by Seller to furnish the materials or services hereby ordered, or its furnishing such materials or services in whole or in part, shall constitute acceptance by Seller of this order subject to these terms and conditions. In the event that this order does not state price or delivery, Buyer will not be bound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions of purchase herein contained shall be void and of no effect unless specifically agreed to by Buyer. Modifications hereof or additions hereto, to be effective, must be made in writing and be signed by Buyer. These terms and conditions, together with such modifications and with such data relating to price and delivery as are accepted in writing by Buyer, constitute the entire agreement between the parties. The rights of both parties hereunder shall be in addition to their rights and remedies at law or equity. Failure of Buyer to enforce any of its rights shall not constitute a waiver of such rights or of any other rights.

2. SHIPPING DIRECTIONS

Unless otherwise specified, for shipment at Buyer's risk, when rates are based on released, declared or agreed valuation, the bill of lading will be annotated to show that the shipment is released at the specific maximum value which applies to the lowest rate or rating provided in applicable carriers' tariffs. When applicable tariffs require that the actual value of the shipment be declared on the bill of lading, the actual value of the shipment must be shown. On all other shipments do not insure and do not declare any value.

All items shipped on one day from and to a single location must be consolidated on one bill of lading unless otherwise directed. No charges will be allowed for packing, crating, freight, or cartage unless specifically agreed to in writing.

3. DELIVERY: NOTICE OF LABOR DISPUTES

Time is and shall remain of the essence of this order, and no acts of Buyer, including without limitation modifications of this order or acceptance of late deliveries, shall constitute waiver of this provision. Buyer also reserves the right to refuse or return at Seller's risk and expense shipments made in excess of Buyer's orders or in advance of required schedules or to defer payment on advance deliveries until scheduled delivery dates. Seller shall notify Buyer immediately of any actual or potential labor dispute which is delaying or threatens to delay the timely performance of this order.

4. TERMINATION: BREACH OF CONTRACT: DAMAGES

Buyer may, by notice in writing, direct Seller to terminate this order or work under this order in whole or in part at any time, and such termination shall not constitute a default. In such event, unless Seller shall have defaulted or be in default in performance hereof, Buyer and Seller shall have the rights and obligations contained in the subcontract clause entitled "Termination" set forth in Section 8-706 of the Defense Acquisition Regulation as amended to the date of this order, which clause is hereby incorporated by reference and made a part hereof. The insolvency or adjudication of bankruptcy of, or the filing of a voluntary petition of bankruptcy, or the making of an assignment for the benefit of creditors by either party, shall be a material breach hereof. In no event shall Seller be entitled to anticipatory profits, or to special or consequential damages. In the event of Seller's default or potential inability to perform this order, Seller shall upon demand by Buyer, deliver to Buyer the raw materials and work-in-process acquired in order to perform under this order, and Buyer may then complete the work, deducting the cost of such completion from the price, or in the alternative pay to Seller the cost of such raw materials and work-in-process.

5. BUYER'S PROPERTY

All specifications, drawings, tools, jigs, dies, fixtures, materials and other items which are supplied by Buyer or which are to be furnished by Seller as an item or items on this order shall be confidential. They shall be and remain the property of Buyer (or of the United States Government or other party where the Government or such other party has or acquires title thereto) and Buyer shall have the right to enter Seller's premises and remove them at any time without being guilty of trespass or liable to Seller for damages of any sort. All such items shall be used only in the performance of Buyer's order under this order unless Buyer consents otherwise in writing, except that as to any such items which are owned by the Government or which the Government has the right to use, the Seller may use such items in the performance of any direct contract between the Seller and the Government, on a non-interference basis, after the Government has expressly authorized such use in writing with written notice of such authorization to the Buyer. Seller shall prominently mark all such items as the property of, and, if directed, the area in which they are located as containing property of, Buyer (or, as the case may be, of the United States Government or said other party). Seller shall also mark such items with the corresponding drawing number and/or Government number. Seller shall similarly list all such items on invoices, and shall be responsible for them as an insurer until delivered to Buyer. Seller shall not dispose of any such items without Buyer's written consent. The provisions of this Article 5 herein above set forth shall survive delivery and payment, and remain in full force until all said items are delivered to Buyer or otherwise disposed of with Buyer's written consent. Seller shall without limitation as to time indemnify and save Buyer harmless from all claims which may be asserted against said property, including without limitation mechanic's liens or claims arising under Workmen's Compensation or Occupational Disease laws, and from all claims for injury to persons or property arising out of or related to such property unless the same are caused solely and directly by Buyer's negligence.

Government property shall be controlled and maintained per Appendix B to Defense Acquisition Regulation.

6. SUBCONTRACTING

None of the work contemplated by Buyer as to be performed by Seller under this order shall be subcontracted without the prior written consent of Buyer.

7. SPECIFICATIONS: WARRANTY: INSPECTION

Material made in accordance with Buyer's specifications and drawings shall not be furnished or quoted to any other person or concern without Buyer's written consent. The foregoing shall not be construed as applicable to any use by Seller of drawings or specifications which are owned by the Government or as to which the Government has the right to authorize use, in the performance of any direct contract between the Government and the subcontractor, on a non-interference basis, provided the Government gives written notice of such use to Buyer. In the event of conflict between specifications, drawings, samples, designated type, part number or catalog description, the specifications shall govern over drawings, drawings over samples, whether or not approved by Buyer, and samples over designated type, part number or catalog description. In cases of ambiguity in the specifications, drawings, or other requirements of this order, Seller must, before proceeding, consult Buyer, whose written interpretation shall be final.

Seller warrants the materials delivered or services rendered on this order to be free from defects in workmanship, materials, and design, and to be in accordance with Buyer's specifications, drawings and/or samples in all respects. These warranties shall survive acceptance and payment. Seller shall be liable for and save Buyer harmless from any loss, damage or expense whatsoever that Buyer may suffer from breach of any of these warranties.

All material and workmanship shall be subject to inspection by Buyer, before and after delivery. The Buyer may require Seller to replace rejected material or Buyer may accept any materials that conform to Seller's warranties, and upon discovery of materials not so conforming may reject or keep and rework any such materials not conforming. Buyer may make 100% inspection or reject an entire shipment if Buyer's sampling plan indicates rejection at the 1% acceptable quality level (or such greater or lesser percentage as Buyer and Seller may agree upon in writing). Cost of rework, inspection, transportation, re-packaging and/or re-inspection by Buyer shall be at Seller's expense.

8. CHANGES

Buyer shall have the right by written order to suspend work, or to make changes from time to time in the services to be rendered or the materials to be furnished by Seller hereunder. If such suspension or changes cause an increase or decrease in the cost of performance of this order or in the time required for its performance, an equitable adjustment shall be negotiated promptly and the order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by Seller of notification of the change or suspension, and shall be followed as soon as practicable with specification of the amount claimed and supporting cost figures; however, nothing herein shall excuse the Seller from proceeding with this purchase order as changed.

9. PATENTS

Seller warrants that the sale, use or incorporation into manufactured products of all machines, devices and material furnished hereunder which are not of Buyer's design, composition or manufacture shall be free and clear of infringement of any valid patent, copyright or trade mark. Seller shall save Buyer and its customers harmless from any and all expenses, liability and loss of any kind (and the costs and expenses, including attorneys fees) growing out of claims, suits or actions alleging such infringement, which claims, suits or actions Seller agrees to compose or defend.

10. TAXES

All local, state and Federal excise, sales and use taxes, when applicable, shall be stated separately on Seller's invoice.

11. ASSIGNMENT

Seller may not assign monies due or to become due under this order without the prior written consent of Buyer, which will ordinarily be given subject to Buyer's standard conditions. In any case, assigned accounts shall be subject to set-off, recoupment or other claim of Buyer or Buyer's subsidiaries against Seller. Buyer shall have the right at any time to set off any amount owing from Seller to Buyer, or Buyer's subsidiaries, against any amount due and owing to Seller or any of its subsidiaries, pursuant to this purchase order or any other contractual agreement between Buyer and Seller or their respective subsidiaries.

12. COMPLIANCE WITH LAW: GRATUITIES

Seller warrants that the materials to be furnished and the services to be rendered under this order, and the classes of property described in Article 5, shall be manufactured, sold and used in compliance with all relevant Federal, state and local laws and regulations. All invoices must carry the following certificate: "Seller certifies that with respect to the production of the articles and/or the performance of the services covered by this invoice, it has fully complied with Sections 6, 7, 12 and 15 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof."

Seller warrants that it has not offered or given and will not offer or give to any employee, agent or representative of Buyer any gratuity with a view toward securing any business from Buyer or influencing such person with respect to the terms, conditions or performance of any contract with or order from Buyer. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller.

13. INDEMNITY AGAINST CLAIMS

Seller shall indemnify Buyer against all loss on account of claims of injury to persons (including death) or damage to property which may result in any way from any act or omission of Seller, or of its agents, employees, or subcontractors. Seller shall also maintain such Public Liability, Property Damage, Employer's Liability and Compensation insurance and Motor Vehicle Liability (Personal Injury and Property Damage) as will protect Seller (or its subcontractors) and Buyer from said risks and from any claims under any applicable Workmen's Compensation or Occupational Disease statutes.

Government Contract Provisions

When the materials or products furnished are for use in connection with a Government contract or subcontract, in addition to the above provisions, the following provisions shall apply

14. INSPECTION

Materials to be used in the performance of Government contracts may be inspected and tested at all reasonable times and places, either before, during or after manufacture, by Buyer or by the Government agency concerned, at Buyer's discretion. If inspection and test are made on the premises of Seller or Seller's subcontractor, Seller shall furnish without additional charge all reasonable facilities and assistance for the safe and convenient inspection and tests required by the inspectors in the performance of their duty. The foregoing provisions of this Article are supplementary to, and not in lieu or in derogation of, the provisions of Article 7 above.

15. STOP WORK ORDER

The clause set forth in DAR 7-105.3, entitled "Stop Work Order," is made a part hereof, except that where used therein the terms "Government" and "Contracting Officer" shall mean "Buyer"; "Contractor" and "contract" shall mean "Seller" and "Purchase Order" respectively; the reference to "Termination for Convenience" clause shall mean the "Termination" clause herein, the reference to termination "for the convenience of the Government" shall mean termination under the "Termination" clause herein, and the period for asserting a claim shall be 25 days.

16. The following clauses set forth in the Defense Acquisition Regulation as in effect at the date of this purchase order, are incorporated herein by reference:

	TITLE OF CLAUSE	DAR SECTION
a	(Reserved)	(Reserved)
b	Certain Communist Areas	7-103.15
c	Contract Work Hours and Safety Standards Act–Overtime Compensation	7-103.16(a)
d	Walsh Healey Public Contracts Act	7-103.17
e	Equal Opportunity	7-103.18 (a)
f	Notice & Assistance Regarding Patent and Copyright Infringement	7-103.23
g	Affirmative Action for Disabled Veterans (etc.)	7-103.27
h	Affirmative Action for Handicapped Workers	7-103.28
i	Buy American Act and Balance of Payments Program	7-104.3
j	Notice to Government of Labor Disputes	7-104.4
k	Filing of Patent Applications	7-104.6
l	Refund of Royalties	7-104.8 (b)
m	Rights in Technical Data and Computer Software	7-104.9.(a) & (b)
n	Technical Data – Withholding of Payment	7-104.9 (h)
o	Excess Profit	7-104.11 (a)
p	Military Security Requirements	7-104.12
q	Utilization of Small Business and Small Disadvantaged Business Concerns	7-104.14(a)
r	Examination of Records by Comptroller General	7-104.15
s	Priorities, Allocations and Allotments	7-104.18
t	Utilization of Labor Surplus Area Concerns	7-104.20 (a)
u	Duty Free Entry – Qualifying Country End Products and Supplies	7-104.32
v	Required Source for Jewel Bearings and Related Items	7-104.37
w	Required Sources for Miniature and Instrument Ball Bearings	7-104.38
x	Audit by Dept. of Defense	7-104.41 (a)
y	Required Source: Precision Components for Mechanical Time Devices	7-104.46
z	Safety Precautions (etc.)	7-104.79 (a) & (b)
aa	Accident Reports (etc.)	7-104.81

In all DAR clauses herein above listed, the term "Contractor" shall be deemed to read "Seller," and in Clauses l, m, n, p, z and aa only, the term "Government" shall be deemed to read "Government and or Buyer" and the term "Contracting Officer" to read "Contracting Officer and or Buyer" except in those places where such change with respect to "Government" and "Contracting Officer" would be inappropriate. For the purposes of the "Refund of Royalties" clause (l), the Buyer shall be deemed to be the "Contracting Officer" or the "Government" referenced therein.

INVOICE

WHITNEY POWER COMPANY INC.
[illegible]
WORCESTER, MASSACHUSETTS 01601
MAILING ADDRESS: P.O. BOX 261
WORCESTER, MASSACHUSETTS 01601

NO. 1087

TO (617) 933-4570

[illegible]
[illegible] Transportation
[illegible] Lowell, Mass.
01854

DATE 1-9-02

CUSTOMER ORDER NO. 50
71-29-25-7061

SALESMAN

VIA Bus

TERMS Inv. # 0318 Net Cost Payable

QUANTITY	DESCRIPTION	PRICE	AMOUNT
15	Head Co. Cal. Test Pg. Load Bar	15.00	225.00
	Tested Yellow		
			225.00

TRIPLICATE

Thank You!

REDACTED

WHITNEY BARREL CO. INC.

Complete Drum Reconditioning

31-29-PS-70834 Established 1898

All Types of Steel Drums-Fibre Barrels-Purchases-Sales

256 Salem Street Woburn, Mass. 01801

31-29-PS-70834 Phone 933-4520 - 21

CUSTOMER'S ORDER NO.	PHONE	DATE
[redacted]		8/9/02

NAME: RAYTHEON

ADDRESS: FOUNDRY AVE BLD 41

WALTHAM MASS. 02254

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT
				✓		

15	55 GAL STEEL POLY LINED DRUMS, RECOND., PAINTED YELLOW + DELIVERD	15.00	225.00
	Note: Bill on Triplicate		
		TAX	
		TOTAL	

RECEIVED BY

All claims and returned goods MUST be accompanied by this bill.

Thank You

0218

PRODUCT 610

REDACTED

WHITNEY BARREL CO. INC.

Complete Drum Reconditioning
Established 1898
All Types of Steel Drums-Fibre Barrels-Purchases-Sales
256 Salem Street Woburn, Mass. 01801
Phone 933-4520 - 21

CUSTOMER'S ORDER NO.	PHONE	DATE
3129 PS 70850		8/9/82

NAME: RAYTHEON

ADDRESS: FOUNDRY AVE BLD 41
WALTHAM MASS. 02254

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT
				✓		

QUANTITY	DESCRIPTION	PRICE	AMOUNT
15	55 gal Steel Poly Lined Drums, Reclad, Painted Yellow + Delivered		225.00
		TAX	
		TOTAL	

RECEIVED BY

All claims and returned goods MUST be accompanied by this bill.

Thank You

0218

PRODUCT 610-3 NEBS Inc. Groton, Mass. 01450

To 3129 PS 70850

Date 8-5-72 Time

WHILE YOU WERE OUT

M. Together Bldg 41

of Tower & Ave

Phone Trailer 022254

Area Code Number Extension

TELEPHONED		PLEASE CALL	
CALLED TO SEE YOU		WILL CALL AGAIN	
WANTS TO SEE YOU		URGENT	
RETURNED YOUR CALL			

Message 15-Regular

Type Bldg Inv

Permit Jackson

Operator

EFFICIENCY® LINE NO. 2725 AN **AMPAD** PRODUCT 60 SHEETS

THEON

:472 (12-80)

RAYTHEON COMPANY
MICROWAVE AND POWER TUBE OPERATION
FOUNDRY AVENUE
WALTHAM, MASSACHUSETTS 02254
TELEPHONE: (617)899-8400

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL PACKAGES AND DOCUMENTS

PURCHASE ORDER NUMBER
31-29-PS-70850

:395

CASH TERMS	BUSINESS	MINORITY	BUYER	EXTENSION	CROSS REFERENCE	DOCUMENT DATE	REQUISITION NO.
N/30	S	N	R. FLORIDIA	3853		08 10 82	57036

SHIP VIA	TRANSPORTATION TERMS P & C	COL	FA	PPD	COMPANY WIDE AGREEMENT NO.	CERT. FOR NAT'L DEF. USE DMS/OPS REG.	CONTRACT NUMBER	PRIORITY
VD				X				

INATION

WHITNEY BARREL CO
256 SALEM ST PO BOX 261
WOBURN MA 01801

687418

BILL IN TRIPLICATE TO THE ABOVE ADDRESS
ATTENTION: ACCOUNTS PAYABLE
SHIP MATERIAL TO BLD 41 ACCOUNT 1730-9

REQUISITIONER: PAT COTTER

ATES CONFIRMING ORDER

NOT DUPLICATE YOUR JACK DATE 08 09 82 TEL: 617-933-4520

QUANTITY	UNIT OF MEASURE	PART NO./DESCRIPTION/DELIVERY SCHEDULE	CATEGORY	UNIT PRICE	TOTAL AMOUNT
15.0	EACH	55 GAL. DRUMS	LAB/MAT	15.00	225.00
15.0		DUE: 08 06 82			

FOR WASTE MATERIAL. TO BE PAINTED YELLOW, CLEANED
TESTED AND WITH REUSABLE TOP.

PURCHASE ORDER AMOUNT 225.00

CONFIRMING

REDACTED

0047-0104

***** E
AUTHORIZED SIGNATU

*** DATE 8/11/82

ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND BACK HEREOF.
XCEPTIONS MUST BE ACKNOWLEDGED IN WRITING.

ST OF INSURANCE IN VIOLATION OF PARAGRAPH 2 OF TERMS AND CONDITION OF PURCHASES WILL NOT BE ACCEPTED.
ISCOUNT PERIOD WILL BE MEASURED FROM DATE OF RECEIPT OF INVOICE OR MATERIAL WHICHEVER IS LATER.

VENDOR COPY

TERMS AND CONDITIONS OF PURCHASE

General Provisions

1. ACCEPTANCE

Agreement by Seller to furnish the materials or services hereby ordered, or its furnishing such materials or services in whole or in part, shall constitute acceptance by Seller of this order subject to these terms and conditions. In the event that this order does not state price or delivery, Buyer will not be bound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions of purchase herein contained shall be void and of no effect unless specifically agreed to by Buyer. Modifications hereof or additions hereto, to be effective, must be made in writing and be signed by Buyer. These terms and conditions, together with such modifications and with such data relating to price and delivery as are accepted in writing by Buyer, constitute the entire agreement between the parties. The rights of both parties hereunder shall be in addition to their rights and remedies at law or equity. Failure of Buyer to enforce any of its rights shall not constitute a waiver of such rights or of any other rights.

2. SHIPPING DIRECTIONS

Unless otherwise specified, for shipment at Buyer's risk, when rates are based on released, declared or agreed valuation, the bill of lading will be annotated to show that the shipment is released at the specific maximum value which applies in the lowest rate or rating provided in applicable carriers' tariffs. When applicable tariffs require that the actual value of the shipment be declared on the bill of lading, the actual value of the shipment must be shown. On all other shipments do not insure and do not declare any value.

All items shipped in one day from and to a single location must be consolidated on one bill of lading unless otherwise directed. No charges will be allowed for packing, crating, freight, or cartage unless specifically agreed to in writing.

3. DELIVERY; NOTICE OF LABOR DISPUTES

Time is and shall remain of the essence of this order, and no acts of Buyer, including without limitation modifications of this order or acceptance of late deliveries, shall constitute waiver of this provision. Buyer also reserves the right to refuse or return at Seller's risk and expense shipments made in excess of Buyer's orders or in advance of required schedules or to defer payment on advance deliveries until scheduled delivery dates. Seller shall notify Buyer immediately of any actual or potential labor dispute which is delaying or threatens to delay the timely performance of this order.

4. TERMINATION; BREACH OF CONTRACT DAMAGES

Buyer may, by notice in writing, direct Seller to terminate this order or work under this order in whole or in part at any time and such termination shall not constitute a default. In such event, unless Seller shall have defaulted or be in default in performance hereof, Buyer and Seller shall have the rights and obligations contained in the subcontracts clause entitled "Termination" set forth in Section 8-706 of the Defense Acquisition Regulation as amended to the date of this order, which clause is hereby incorporated by reference and made a part hereof. The insolvency or adjudication of bankruptcy of, or the filing of a voluntary petition of bankruptcy, or the making of an assignment for the benefit of creditors by either party, shall be a material breach hereof. In no event shall Seller be entitled to anticipatory profits or to special or consequential damages. In the event of Seller's default or potential inability to perform this order, Seller shall upon demand by Buyer, deliver to Buyer the raw materials and work-in-process required in order to perform under this order, and Buyer may then complete the work deducting the cost of such completion from the price, or in the alternative pay to Seller the cost of such raw materials and work-in-process.

5. BUYER'S PROPERTY

All specifications, drawings, tools, jigs, dies, fixtures, materials and other items which are supplied by Buyer or which are to be furnished by Seller as an item or items on this order shall be confidential. They shall be and remain the property of Buyer (or of the United States Government or other party where the Government or such other party has or acquires title thereto) and Buyer shall have the right to enter Seller's premises and remove them at any time without being guilty of trespass or liable to Seller for damages of any sort. All such items shall be used only in the performance of work under this order unless Buyer consents otherwise in writing, except that as to any such items which are owned by the Government or which the Government has the right to use, the Seller may use such items in the performance of any direct contract between the Seller and the Government, on a non-interference basis, after the Government has expressly authorized such use in writing with written notice of such authorization to the Buyer. Seller shall prominently mark all such items as the property of, and, if directed, the area in which they are located as containing property of, Buyer (or, as the case may be, of the United States Government or said other party). Seller shall also mark such items with the corresponding drawing number and/or Government number. Seller shall similarly list all such items on invoices, and shall be responsible for them as an insurer until delivered to Buyer. Seller shall not dispose of any such items without Buyer's written consent. The provisions of this Article 5 herein above set forth shall survive delivery and payment, and remain in full force until all said items are delivered to Buyer or otherwise disposed of with Buyer's written consent. Seller shall without limitation as to time indemnify and save Buyer harmless from all claims which may be asserted against said property including without limitation mechanic's liens or claims arising under Workmen's Compensation or Occupational Disease laws and from all claims for injury to persons or property arising out of or related to such property unless the same are caused solely and directly by Buyer's negligence.

Government property shall be controlled and maintained per Appendix B to Defense Acquisition Regulation.

6. SUBCONTRACTING

None of the work contemplated by Buyer as to be performed by Seller under this order shall be subcontracted without the prior written consent of Buyer.

7. SPECIFICATIONS; WARRANTY; INSPECTION

Material made in accordance with Buyer's specifications and drawings shall not be furnished or quoted to any other person or concern without Buyer's written consent. The foregoing shall not be construed as applicable to any use by Seller of drawings or specifications which are owned by the Government or as to which the Government has the right to authorize use, in the performance of any direct contract between the Government and the subcontractor, on a non-interference basis, provided the Government gives written notice of such use to Buyer. In the event of conflict between specifications, drawings, samples, designated type, part number or catalog description, the specifications shall govern over drawings, drawings over samples, whether or not approved by Buyer, and samples over designated type, part number or catalog description. In cases of ambiguity in the specifications, drawings, or other requirements of this order, Seller must, before proceeding, consult Buyer, whose written interpretation shall be final.

Seller warrants the materials delivered or services rendered on this order to be free from defects in workmanship, materials, and design, and to be in accordance with Buyer's specifications, drawings and/or samples in all respects. These warranties shall survive acceptance and payment. Seller shall be liable for and save Buyer harmless from any loss, damage or expense whatsoever that Buyer may suffer from breach of any of these warranties.

All material and workmanship shall be subject to inspection by Buyer before and after delivery. The Buyer may require Seller to replace rejected material or Buyer may accept any materials that conform to Seller's warranties, and upon discovery of materials not so conforming may reject or keep and rework any such materials not so conforming. Buyer may make 100% inspection or reject an entire shipment if Buyer's sampling plan indicates rejection at the 1% acceptable quality level (or such greater or lesser percentage as Buyer and Seller may agree upon in writing). Cost of rework, inspection, transportation, re-packaging and/or re-inspection by Buyer shall be at Seller's expense.

8. CHANGES

Buyer shall have the right by written order to suspend work or to make changes from time to time in the services to be rendered or the materials to be furnished by Seller hereunder. If such suspension or changes cause an increase or decrease in the cost of performance of this order or in the time required for its performance, an equitable adjustment shall be made accordingly, and the order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by Seller of notification of the change or suspension, and shall be followed as soon as practicable with specification of the amount claimed and supporting cost figures. However, nothing herein shall excuse the Seller from proceeding with this purchase order as changed.

9. PATENTS

Seller warrants that the sale, use or incorporation into manufactured products of all machines, devices and material furnished hereunder which are not of Buyer's design, composition or manufacture shall be free and clear of infringement of any valid patent, copyright or trade mark. Seller shall save Buyer and its customers harmless from any and all expenses, liability and loss of any kind (and the costs and expenses, including attorneys fees) growing out of claims, suits or actions alleging such infringement, which claims, suits or actions Seller agrees to compose or defend.

10. TAXES

All local, state and Federal excise, sales and use taxes, when applicable, shall be stated separately on Seller's invoice.

11. ASSIGNMENT

Seller may not assign monies due or to become due under this order without the prior written consent of Buyer which will ordinarily be given subject to Buyer's standard conditions. In any case, assigned accounts shall be subject to set-off, recoupment or other claim of Buyer or Buyer's subsidiaries against Seller. Buyer shall have the right at any time to set off any amount owing from Seller to Buyer or Buyer's subsidiaries against any amount due and owing to Seller or any of its subsidiaries, pursuant to this purchase order or any other contractual agreement between Buyer and Seller or their respective subsidiaries.

12. COMPLIANCE WITH LAW; GRATUITIES

Seller warrants that the materials to be furnished and the services to be rendered under this order, and the classes of property described in Article 5, shall be manufactured, sold and used in compliance with all relevant Federal, state and local laws and regulations. All invoices must carry the following certificate: "Seller certifies that with respect to the production of the articles and/or the performance of the services covered by this invoice, it has fully complied with Sections 6, 7, 12 and 15 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof."

Seller warrants that it has not offered or given and will not offer or give to any employee, agent or representative of Buyer any gratuity with a view toward securing any business from Buyer or influencing such person with respect to the terms, conditions or performance of any contract with or order from Buyer. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller.

13. INDEMNITY AGAINST CLAIMS

Seller shall indemnify Buyer against all loss on account of claims of injury to persons (including death) or damage to property which may result in any way from any act or omission of Seller, or of its agents, employees, or subcontractors. Seller shall also maintain such Public Liability, Property Damage, Employer's Liability and Compensation insurance and Motor Vehicle Liability (Personal Injury and Property Damage) as will protect Seller for its subcontractors and Buyer from said risks and from any claims under any applicable Workmen's Compensation or Occupational Disease statutes.

Government Contract Provisions

When the materials or products furnished are for use in connection with a Government contract or subcontract, in addition to the above provisions, the following provisions shall apply.

14. INSPECTION

Materials to be used in the performance of Government contracts may be inspected and tested at all reasonable times and places, either before, during or after manufacture, by Buyer or by the Government agency concerned, at Buyer's discretion. If inspection and test are made on the premises of Seller or Seller's subcontractor, Seller shall furnish without additional charge all reasonable facilities and assistance for the safe and convenient inspection and tests required by the inspectors in the performance of their duty. The foregoing provisions of this Article are supplementary to, and not in lieu or in derogation of, the provisions of Article 7 above.

15. STOP WORK ORDER

The clause set forth in DAR 7-105.3, entitled "Stop Work Order," is made a part hereof, except that where used therein the terms "Government" and "Contracting Officer" shall mean "Buyer", "Contractor" and "contract" shall mean "Seller" and "Purchase Order" respectively; the reference to "Termination for Convenience" clause shall mean the "Termination" clause herein, the reference to termination "for the convenience of the Government" shall mean termination under the "Termination" clause herein, and the period for asserting a claim shall be 25 days.

16. The following clauses set forth in the Defense Acquisition Regulation as in effect at the date of this purchase order are incorporated herein by reference.

	TITLE OF CLAUSE	DAR SECTION
a	(Reserved)	(Reserved)
b	Certain Communist Areas	7-103.15
c	Contract Work Hours and Safety Standards Act--Overtime Compensation	7-103.16(a)
d	Walsh-Healey Public Contracts Act	7-103.17
e	Equal Opportunity	7-103.18 (a)
f	Notice & Assistance Regarding Patent and Copyright Infringement	7-103.23
g	Affirmative Action for Disabled Veterans (etc.)	7-103.27
h	Affirmative Action for Handicapped Workers	7-103.28
i	Buy American Act and Balance of Payments Program	7-104.3
j	Notice to Government of Labor Disputes	7-104.4
k	Filing of Patent Applications	7-104.6
l	Refund of Royalties	7-104.8 (b)
m	Rights in Technical Data and Computer Software	7-104.9 (a) & (b)
n	Technical Data — Withholding of Payment	7-104.9 (h)
o	Excess Profit	7-104.11 (a)
p	Military Security Requirements	7-104.12
q	Utilization of Small Business and Small Disadvantaged Business Concerns	7-104.14(a)
r	Examination of Records by Comptroller General	7-104.15
s	Priorities, Allocations and Allotments	7-104.18
t	Utilization of Labor Surplus Area Concerns	7-104.20 (a)
u	Duty Free Entry — Qualifying Country End Products and Supplies	7-104.32
v	Required Source for Jewel Bearings and Related Items	7-104.37
w	Required Sources for Miniature and Instrument Ball Bearings	7-104.38
x	Audit by Dept. of Defense	7-104.41 (a)
y	Required Sources for Precision Components for Mechanical Time Devices	7-104.46
z	Safety Precautions (etc.)	7-104.79 (a) & (b)
aa	Accident Reporting (etc.)	7-104.81

In all DAR clauses herein above listed, the term "Contractor" shall be deemed to read "Seller," and in Clauses f, j, n, p, z and aa only, the term "Government" shall be deemed to read "Government and/or Buyer" and the term "Contracting Officer" to read "Contracting Officer and/or Buyer" except in those places where such change with respect to "Government" and "Contracting Officer" would be inappropriate. For the purposes of the "Refund of Royalties" clause (l), the Buyer shall be deemed to be the "Contracting Officer" or the "Government" referenced therein.

0047-0105

INVOICE

[illegible] CONTROL COMPANY INC.
[illegible]
[illegible] MASSACHUSETTS 01801
[illegible] NEW HAMPSHIRE 03051
WOBURN, MASSACHUSETTS 01801

TO (617) 933-4520

[illegible]

DATE [illegible]
CUSTOMER ORDER NO. [illegible]
SALESMAN
VIA [illegible]

TERMS: [illegible]

QUANTITY	DESCRIPTION	PRICE	AMOUNT
[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]		
	[illegible]		
	Total		[illegible]

TRIPLICATE

Thank You!

REDACTED

WHITNEY BARREL CO. INC.
Complete Drum Reconditioning
Established 1898
All Types of Steel Drums-Fibre Barrels-Purchases-Sales
treet Woburn, Mass. 01801
ne 933-4520 - 21

E

DATE 10-6-82

3129PS72262

NAME Raytheon Co.

ADDRESS Foundry one.
Waltham Mass

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT

~~30~~	55 gal. steel			
29	Drum del.			
	painted yellow			
	delto Bld 41			
		29		
		1		
		5		
		29		
		1		
		TAX		
		TOTAL		

RECEIVED BY

ned goods
d by this bill.

Thank You

03U2

PRODUCT 610

REDACTED

WHITNEY BARREL CO. INC.
Complete Drum Reconditioning
Established 1898
All Types of Steel Drums-Fibre Barrels-Purchases-Sales
Street Woburn, Mass. 01801
ne 933-4520 - 21

CUSTOMER'S ORDER NO.	PHONE	DATE
129PS72262		10-6-82

NAME: Raytheon Co.
ADDRESS: Foundry Ave.
Waltham, Mass

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT

QUANTITY	DESCRIPTION	PRICE	AMOUNT
30	55 gal. steel Drum del. painted yellow	*	
	delta 5 Ell 41		
		24 12	
		27 18	
		27 18	
		TAX	
		TOTAL	

RECEIVED BY

All claims and returned goods MUST be accompanied by this bill.

Thank You

0302

PRODUCT 6103 NEBS Inc., Groton, Mass. 01450

REDACTED

Raytheon Company
Office of the General Counsel
870 Winter Street, Room 2352
Waltham, MA 02451-1449 USA
Tel 781.522.3000
Telex 92.3455
Cable Raytheonex
Writer's direct dial 781.522.3059
Fax 781.522.6465
jaxelrod@raytheon.com

Raytheon

February 10, 2006
06JBA024

Martha Bosworth, Enforcement Coordinator
U.S. Environmental Protection Agency
New England Region, Mail Code HBS
1 Congress Street, Suite 1100
Boston, MA 02114-2023

Re: Request for Information Pursuant to Section 104 of CERCLA in relation to the former Whitney Barrel Company at the Wells G & H Superfund Site in Woburn, Massachusetts, hereinafter referred to as the "Site"

Dear Ms. Bosworth:

Enclosed please find Raytheon Company's response to the above-referenced RFI.

Exhibits "A", "B", and "C" are not included with this transmission. We are diligently working to complete those exhibits. They will be transmitted to you next week.

We have endeavored to provide answers and responses for the twenty-one Raytheon major manufacturing facilities that were in operation in New Hampshire, Massachusetts and Rhode Island during some portion of the period 1950 through 1985. Only four of those facilities are currently Raytheon facilities where manufacturing takes place. Several were closed years or decades ago.

Several Raytheon professionals have each spent many diligent hours seeking information regarding the Whitney Barrel Company and any contact between Raytheon and that business. No such information has been found. **It appears that Raytheon Company did not do any business or have contacts with the Whitney Barrel Company.** All relevant files, many of which had to be retrieved from archives at Iron Mountain, have been reviewed. Employees and retired employees have been interviewed.

As a company policy, Raytheon Company does not retain records beyond the period for which they are legally required to be kept, or if that is not an issue, beyond their useful life. The company's records retention policy and practice requires periodic destruction of records. Because the period of investigation goes back more than half a century, many documents and other sources of information that might have been responsive to this RFI are no longer available and have not been available for many years or even decades. Likewise, former Raytheon Company employees or other individuals

who would have been sources of responsive information have deceased, or their memories no longer contain responsive information, or Raytheon Company has not been able to locate them.

Available information responsive to many questions in this RFI was previously provided to USEPA Region 1 in Raytheon Company's response to the CERCLA § 104(e) Request for Information for J.M. Mill Landfill, OU#2 of Peterson/Puritan, Inc. Superfund Site. Raytheon Company's J.M. Landfill response, which required hundreds of person-hours to research, assemble and produce, and which contained hundreds of pages of documents, was filed in three parts on October 10, November 22, and December 13, 2002. It covered all Raytheon Company manufacturing facilities operated during essentially the same period in New Hampshire, Massachusetts and Rhode Island. Raytheon Company incorporates its J.M. Landfill response by reference into and as part of this response.

Reference is made to my letters dated August 8, September 13, September 26 and October 26, 2005 to Heather Cote, Techlaw, confirming grants of extensions of time to make this response. Further reference is made to my telephone conversation with Gretchen Muench, Esq., on or about January 12, 2006, wherein I was granted an additional extension to complete this response.

Raytheon Company understands that it is under a continuing obligation to supplement its response to this RFI, and will do so soon.

Please call me if there are any questions or problems.

Sincerely,

Jeffrey B. Axelrod

Jeffrey B. Axelrod
Senior Counsel

Enclosure

cc: (via email) Gretchen Muench, Esq., USEPA, Region I
Susan Scott, Esq., USEPA, Region I
Heather Cote, TechLaw, Inc.

WELLS G & H SUPERFUND SITE
INFORMATION REQUEST QUESTIONS

I. General Information About the Respondent:

NOTE: All questions in this section refer to the present time unless otherwise indicated.

a. Provide the full legal name and mailing address of the Respondent.

Raytheon Company
870 Winter Street
Waltham, MA 02451
ATTN: Jeffrey B. Axelrod

b. For each person answering these questions on behalf of the Respondent, provide:

i. full name;
ii. title:
iii. business address:
iv. business telephone number and FAX machine number.

Except as noted elsewhere, these question have been answered on behalf of Raytheon Company by:

Jeffrey B. Axelrod
Senior Counsel
Raytheon Company
Office of the General Counsel
870 Winter Street
Waltham, MA 02451
781-522-3059
781-522-6364

c. If the Respondent wishes to designate an individual for all future correspondence concerning this Site, including any legal notices, please so indicate here by providing that individual's name, address, telephone number.

Mr. Axelrod (see answer # 1.b) is the designated individual.

d. Provide the names of all Superfund sites in Region I (New England) for which Respondent has received a 104(e) Request for Information Letter from EPA.

Silresim
Cannons Engineering:
Bridgewater, MA

Plymouth, MA
Nashua, NH
Londonderry, NH
Keefe Environmental Services
Charles George Landfill
North Smithfield Landfill
PSC Resource Site
Shaffer Landfill, OU#1 of Iron Horse Park Superfund Site
Solvent Recovery Services
Auburn Road Landfill
Old Southington Landfill
Beede Waste Oil
Massachusetts Mililtary Reservation
Sutton Brook Landfill
J.M. Mill Landfill, OU#2 of Peterson/Puritan, Inc. Superfund Site

2. Respondent's Legal Status:

NOTE: All questions in this section refer to the present time unless otherwise indicated.

a. If the Respondent has ever done business under any other name;

i. list each such name; and
ii. list the dates during which such name was used by Respondent.

Not applicable.

b. If Respondent is a corporation, provide:

i. the date of incorporation;

What is now known as Raytheon Company (formerly known as HE Holdings, Inc., and originally known as Hughes Aircraft Company) was incorporated on December 17, 1953. What was known as Raytheon Company during the period 1954 through 1986 was incorporated on May 22, 1928, and was merged into HE Holdings, Inc. on December 17, 1997.

ii. state of incorporation; and

Delaware.

iii. agent for service of process.

CT Corporation System.

c. If Respondent was a business entity other than a corporation, provide:

i. the type of organization (sole proprietorship, partnership, trust, etc.)

ii. the date the business began; and
iii. owner, managing partner, or other equivalent person in charge.

Not applicable.

d. If Respondent is, or was at any time during the period being investigated, a subsidiary of, otherwise owned or controlled by, or otherwise affiliated with another corporation or entity, then describe the nature of each such corporate relationship, including but not limited to:

i. A general statement of the nature of the relationship;
ii. The dates such relationship existed;
iii. The percentage of ownership of Respondent that is held by such other entity; and
iv. For each such affiliated entity provide the names and complete addresses of its parent, subsidiary, and otherwise affiliated entities.

Not applicable.

e. Identify all of Respondent's predecessors-in-interest and provide a description of the relationship between Respondent and each of those predecessors-in-interest.

Please see the answer to question 2(b)(i).

f. If Respondent no longer exists as the same legal entity it was during the period being investigated because of transactions involving asset purchases or mergers, provide:

i. The titles and dates of the transactions and copies of documents that embody the terms of such transactions (i.e., purchase agreements, merger and dissolution agreement, etc.);
ii. The identities of the seller, buyer, and any other parties to such transactions;
iii. A brief statement describing the nature of the asset purchases or mergers; and
iv. A brief statement describing and copy(s) of document embodying any/all indemnification agreements.

Raytheon Company objects to this question as overly broad, irrelevant and overly burdensome. However, Raytheon Company answers as follows:

Please see the answer to question 2(b)(i). The corporation currently known as Raytheon Company acknowledges that it is the successor-in-interest to the former entity known as Raytheon Company that merged into HE Holdings, Inc. (now known as Raytheon Company) on December 17, 1997.

g. If Respondent has filed for bankruptcy, provide:

i. the U.S. Bankruptcy Court in which the petition was filed;
ii. the docket number of such petition;
iii. the date the bankruptcy petition was filed;

iv. whether the petition is under Chapter 7 (liquidation), Chapter 11 (reorganization), or other provision; and

v. a brief description of the current status of the petition.

Not applicable.

3. Respondent's Operations

NOTE: All questions in this section refer to the period being investigated (1950-1985) unless otherwise indicated.

ALSO NOTE: All questions in the Section refer to facilities owned or operated by the Respondent within Massachusetts, Rhode Island, New Hampshire or Maine and to any other facility owned or operated by Respondent which had any business or other contractual relationship with Whitney Barrel Company. **Please note that it is not necessary to identify or provide information about any facilities that are engaged solely in clerical/office work.**

a. Provide the complete addresses of Respondent's plants and other buildings or structures where Respondent carried out its operations.

Please see enclosed **Exhibit "A"**, which contains the addresses at which and the dates during which Raytheon Company conducted manufacturing operations during the period being investigated.

b. Provide a brief description of the nature of Respondent's operation at each location including:

i. the date such operations commenced and concluded;
ii. the types of work performed at each location, including but not limited to the industrial, chemical, or institutional processes undertaken at each location; and
iii. the type of products manufactured, recycled, recovered, treated or otherwise processed in these operations.

Raytheon Company objects to this question as overly broad, irrelevant and overly burdensome. However, Raytheon Company answers as follows:

Please see enclosed Exhibit "A", which briefly describes the types of operations conducted at Raytheon Company manufacturing facilities during the period being investigated.

As a company policy, Raytheon Company does not retain records beyond the period for which they are legally required to be kept, or if that is not an issue, beyond their useful life. The company's records retention policy and practice requires periodic destruction of records. Because the period of investigation goes back more than half a century, many documents and other sources of information that might have been responsive to this question are no longer available. Likewise, former Raytheon Company employees or other individuals who would have been sources of responsive information have deceased, or their memories no longer contain responsive

information, or Raytheon Company has not been able to locate them.

Also, available information responsive to this question was previously provided to USEPA Region 1 in Raytheon Company's response to the CERCLA § 104(e) Request for Information for J.M. Mill Landfill, OU#2 of Peterson/Puritan, Inc. Superfund Site. Raytheon Company's J.M. Landfill response, which required hundreds of person-hours to research, assemble and produce, and which contained hundreds of pages of documents, was filed in three parts on October 10, November 22, and December 13, 2002. It covered all Raytheon Company manufacturing facilities operated during essentially the same period in New Hampshire, Massachusetts and Rhode Island. (There were none in Maine or Vermont.) Raytheon Company incorporates its J.M. Landfill response by reference into and as part of this response. Information responsive to this question can be found specifically in Exhibits "B-1" through "B-5", "B-11", "B-13" through "B-16", and "B-18" in Raytheon Company's J.M. Landfill response.

c. Enclosure F provides a list of chemical constituents conclusively identified to date at the Site. For each facility identified in 3.1 above, identify, to the best of your knowledge, any chemical constituents listed in Enclosure F that:

i. would have been produced, processed or used in connection withy facility operation; or
ii. would have been present in materials produced processed, or used in connection with facility operations.

Raytheon Company objects to this question as overly broad, irrelevant and unduly burdensome. However, Raytheon Company answers as follows:

As a company policy, Raytheon Company does not retain records beyond the period for which they are legally required to be kept, or if that is not an issue, beyond their useful life. The company's records retention policy and practice requires periodic destruction of records. Because the period of investigation goes back more than half a century, many documents and other sources of information that might have been responsive to this question are no longer available. Likewise, former Raytheon Company employees or other individuals who would have been sources of responsive information have deceased, or their memories no longer contain responsive information, or Raytheon Company has not been able to locate them.

Also, available information responsive to this question was previously provided to USEPA Region 1 in Raytheon Company's response to the CERCLA § 104(e) Request for Information for J.M. Mill Landfill, OU#2 of Peterson/Puritan, Inc. Superfund Site. Raytheon Company's J.M. Landfill response, which required hundreds of person-hours to research, assemble and produce, and which contained hundreds of pages of documents, was filed in three parts on October 10, November 22, and December 13, 2002. It covered all Raytheon Company manufacturing facilities operated during essentially the same period in New Hampshire, Massachusetts and Rhode Island. (There were none in Maine or Vermont.) Raytheon Company incorporates its J.M. Landfill response by reference into and as part of this response. Information responsive to this question can be found specifically in Exhibits "B-1" through "B-5", "B-11", "B-13" through "B-16", and "B-18" in Raytheon Company's J.M. Landfill response.

d. If the nature or size of Respondent's operations changed over time, describe those changes, the

dates they occurred and the nature of the current business at each such location, including but not limited to a brief description of the major products or services Respondent manufactures or provides.

Please see the answer to question 3.c above.

e. List the products Respondent manufactured, recycled, recovered, treated, or otherwise processed in these operations.

Please see the answer to question 3.c above.

f. In general terms, list the types of raw materials used in the operations.

Please see the answer to question 3.c above.

g. Describe the cleaning and maintenance of the equipment/machinery involved in these operations, including but not limited to:

i. The types of material used to clean/maintain this equipment/machinery; and
ii. The monthly or annual quantity of each material used.

Please see the answer to question 3.c above.

h. Describe the methods used to clean up spills of liquid or solid material during operations, including but not limited to:

i. the type of materials spilled in operations;
ii. the materials used to clean up these spills;
iii. the methods used to clean up those spills; and
iv. Where the materials used to clean up those spills were disposed of.

Please see the answer to question 3.c above.

i. Provide a schematic diagram or flow chart that fully describes and/or illustrates the operations at the Site.

Please see the answer to question 3.c above.

j. Identify all former or current employees and all other persons who have any knowledge of or information about the subject matter of any of the foregoing questions or who had any contact with Whitney Barrel Company.

Raytheon Company objects to this question as overly broad, irrelevant and overly burdensome. However, Raytheon Company answers as follows:

Regarding former or current employees and all other persons who have any knowledge of or information about the subject matter of any or the foregoing questions 3.b through 3.i, please see the answer to question 3.c above.

Regarding former or current employees and all other persons who had any contact with Whitney Barrel Company, Raytheon Company has not found any evidence or

knowledge that such people exist. Please see the answer to question 7.a below.

4. Respondent's Wastes and Waste Streams (including By-Products)

NOTE: All questions in this section refer to the period being investigated (1950-1985) unless otherwise indicated.

a. Complete the enclosed "Waste Survey" checking each substance present in Respondent's wastes or by-products and providing all requested information of each such substance that is checked.

Please see the answer to question 3.c above.

b. For each type of waste (including by-products) from Respondent's operation, including but not limited to all liquids, sludges, and solids, provide the following information:

i. Its physical state;
ii. Its name and chemical composition
iii. The approximate monthly and annual volumes of each type of waste (using such measurements as gallons, cubic yards, pounds, etc.); and
iv. The dates (beginning & ending) during which each type of waste was produced by Respondent's operations.

Please see the answer to question 3.c above.

c. Describe how each type of waste was collected and stored at Respondent's operation prior to disposal/recycling /sale/transport, including:

i. The type of container (e.g. 55 gal. drum, tank, dumpster, etc.);
ii. The colors of the containers;
iii. Any distinctive stripes or other markings on those containers;
iv. Any labels or writing on those containers (including the content of those labels);
v. Whether those containers were new or used;
vi. Where each type of waste was collected/stored; and
vii. If those containers were used, a description of the prior use of the containers.

Please see the answer to question 3.c above.

d. Identify (see Definitions) the person(s) who was responsible for collecting and managing each type of waste.

Please see the answer to question 3.c above.

e. For each location, identify and provide copies of all surveys or studies conducted between 1950 and 1985 about its waste management practices including but not limited to

disposal, treatment, storage, recycling, or sale of wastes.

Please see the answer to question 3.c above.

f. Identify all former or current employees and all other persons who have any knowledge or information about the subject matter of any of the foregoing questions or who had contact with Whitney Barrel Company.

Regarding former or current employees and all other persons who have any knowledge of or information about the subject matter of any or the foregoing questions 4.a through 4.e, please see the answer to question 3.c above.

Regarding former or current employees and all other persons who had any contact with Whitney Barrel Company, Raytheon Company has not found any evidence or knowledge that such people exist. Please see the answer to question 7.a below.

5. Respondent's Disposal/Treatment/Storage/Recycling/Sale of Waste (including By-Products):

NOTE: All questions in this section refer to the period being investigated (1950-1985) unless otherwise indicated.

ALSO NOTE: Your response to questions in this section must refer to all locations to which Respondent sent its wastes.

a. Identify (see Definitions) all individuals who currently have and those who have had responsibility for the disposal, treatment, storage, recycling or sale of Respondent's wastes, including, but not limited to barrels or empty barrels.

Raytheon Company objects to this question as overly broad, irrelevant and overly burdensome. However, Raytheon Company answers as follows:

Please see enclosed **Exhibit "B"**.

b. Identify (see Definitions) all individuals who currently have and those who have had knowledge of the disposal, treatment, storage, recycling, or sale of Respondent's wastes, including, but not limited to barrels or empty barrels.

Please see the answer to question 5.a above.

c. Identify (see Definitions) all individuals who currently have and those who have had responsibility for Respondent's environmental matters.

Please see the answer to question 5.a above.

d. For the previous three responses, also provide each individual's:

i. Job title;
ii. Duties;
iii. Dates performing those duties;
iv. Supervisors for those duties;
v. Current position or, if such individual is no longer employed by Respondent, the date of the individual's resignation; and
vi. The nature of the information possessed by such individuals concerning Respondent's waste management.

Please see the answer to question 5.a above.

e. Describe the containers used to take each type of waste from Respondent's operation, including but not limited to:

i. The type of container (e.g. 55 gal. drum, tank, dumpster, etc.);
ii. The colors of the containers'
iii. Any distinctive stripes or markings on those containers;
iv. Any labels or writing on those containers (including the content of those labels);'whether those containers were new or used; and
v. if those containers were used, a description of the prior use of the containers.

Please see the answer to question 3.c above.

f. For each type of waste describe Respondent's contracts, agreements, or other arrangements for its disposal, treatment, or recycling.

Please see the answer to question 3.c above.

g. Provide copies of such contracts and other documents reflecting such agreements or arrangements.

Please see the answer to question 3.c above.

h. State where Respondent sent each type of its waste, including barrels and empty barrels, for disposal, treatment, or recycling.

Please see the answer to question 3.c above.

i. Identify (see Definitions all entities and individuals who picked up waste, including barrels, from Respondent or who otherwise transported the waste away from Respondent's operations (these companies and individuals shall be called "Waste Carriers" for purposes of this Information Request).

Please see the answer to question 3.c above.

j. If Respondent transported any of its wastes away from its operations, please so indicate

and answer all questions related to "Waste Carriers" with reference to Respondent's actions.

Please see the answer to question 3.c above.

k. For each type of waste, specify which Waste Carrier picked it up.

Please see the answer to question 3.c above.

l. For each type of waste, state how frequently each Waste Carrier picked up such waste.

Please see the answer to question 3.c above.

m. For each type of waste state the volume picked up by each Waste Carrier (per week, month, or year).

Please see the answer to question 3.c above.

n. For each type of waste state the dates (beginning and ending) such waste was picked up by each Waste Carrier.

Please see the answer to question 3.c above.

o. Provide copies of all documents containing information responsive to the previous seven questions.

Please see the answer to question 3.c above.

p. Identify (see Definitions) all of each Waste Carrier's employees who collected Respondent's wastes and waste containers.

Please see the answer to question 3.c above.

q. Indicate the ultimate disposal/recycling/treatment location for each type of waste.

Please see the answer to question 3.c above.

r. Provide copies of all documents indicating the ultimate disposal/recycling/treatment location for each type of waste.

Please see the answer to question 3.c above.

s. Describe how Respondent managed pickups of each waste, including but not limed to:

i. The method for inventorying each type of waste;'
ii. The method for requesting each type of waste to be picked up;
iii. the identity of (see Definitions) the waste carrier employee/agent contacted for

pickup of each type of waste;

iv. the amount paid or the rate paid for the pickup of each type of waste;

v. the identity of (see Definitions) Respondent's employee who paid the bills; and

vi. the identity of (see Definitions) the individual (name or title) and company to whom Respondent sent the payment for pickup of each type of waste.

Please see the answer to question 3.c above.

t. Identify (see Definitions) the individual or organization (i.e., the Respondent, the Waste Carrier, or, if neither, identify such other person) who selected the locating where each of the Respondent's wastes were taken.

Please see the answer to question 3.c above.

u. State the basis for and provide any documents supporting the answer to the previous question.

Please see the answer to question 3.c above.

v. Identify all former or current employees and all other persons who have any knowledge of or information about the subject matter of any of the foregoing questions.

Please see the answer to question 3.c above.

6. Respondent's Environmental Reporting:

NOTE: All questions in this section refer to the period being investigated (1950-1985) unless otherwise indicated.

a. Provide all Resource Conservation and Recovery Act (RCRA) Identification Numbers issued to Respondent by EPA or a state for Respondent's operations.

Please see enclosed Exhibit "A".

b. Identify (see Definitions) all federal offices to which Respondent has sent or filed hazardous substance or hazardous waste information.

Please see the answer to question 3.c above.

c. State the years during which such information was sent/filed.

Please see the answer to question 3.c above.

d. Identify (see Definitions) all state offices to which Respondent has sent or filed hazardous substance or hazardous waste information.

Please see the answer to question 3.c above.

e. State the years during which such information was sent/filed.

Please see the answer to question 3.c above.

f. List all federal and state environmental laws and regulations under which Respondent has reported to federal or state governments, including but not limited to: Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., (TSCA) Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §§ 1101 et seq., (EPCRA); and the Clean Water Act (the Water Pollution Prevention and Control Act), 33 W.S.C. §§ 1251 et seq., and equivalent state law.

Please see the answer to question 3.c above.

g. Identify (see Definitions) all state offices to which such information was sent. Provide the full legal name and mailing address of the Respondent.

Please see the answer to question 3.c above.

7. Information concerning Respondent's association with the Whitney Barrel Company.

NOTE: All questions in this section refer to the period being investigated (1950-1985) unless otherwise indicated.

a. Please describe Respondent's business association with the Whitney Barrel Company.

After a diligent search of all available materials and information, we have found no evidence or knowledge in Raytheon Company records or among past or present Raytheon Company employees that Raytheon Company had a business association with the Whitney Barrel Company.

b. Did your association with the Whitney Barrel Company involve the buying of drums or other size/type of containers? Unless your answer is an absolute "No", please explain. Include but do not limit your response to:

i. The dates of each pickup and delivery;
ii. The type(s) of container(s);
iii. The size(s) of the container(s);
iv. The condition of each container(s);
v. The contents (including but not limited to empty barrel residues) of each container including
   (a) The name of each material'
   (b) The chemical composition of each material;
   (c) The physical state of each material (e.g., solid, sludge, liquid);

(d) The volume of each material; and

vi. Please include all documentation relating to these transactions.

Not applicable.

c. Did your association with the Whitney Barrel Company involve the shipping, transport or selling of drums or other size/type of containers. Unless your answer is an absolute "no", please explain. Include but do not limit response to:

i. The dates of each pickup and delivery;
ii. The type(s) of container(s);
iii. The size(s) of the container(s);
iv. The condition of each container(s);
v. The contents (including but not limited to empty barrel residues) of each container including
   (a) The name of each material'
   (b) The chemical composition of each material;
   (c) The physical state of each material (e.g., solid, sludge, liquid);
   (d) The volume of each material; and
vi. Please include all documentation relating to these transactions.

Not applicable.

d. Did your association with the Whitney Barrel Company involve the cleaning and/or reconditioning of drums or other size/type of containers? Unless your answer is an absolute "No", please explain. Include but do not limit your response to:

i. The dates of each pickup and delivery;
ii. The type(s) of container(s);
iii. The size(s) of the container(s);
iv. The condition of each container(s);
v. The contents (including but not limited to empty barrel residues) of each container including
   (a) The name of each material'
   (b) The chemical composition of each material;
   (c) The physical state of each material (e.g., solid, sludge, liquid);
   (d) The volume of each material; and
vi. Please include all documentation relating to these transactions.

Not applicable.

e. Did the Whitney Barrel Company ever perform any service for your or your company? Unless your answer is an absolute "NO", please explain. Include but do not limit your response to:

i. The type of service(s);
ii. The frequency of the service(s);
iii. The date(s) of service(s); and
iv. Please include any documentation relating to these transactions.

Not applicable.

f. Did Respondent ever pick up materials from other parties which were taken directly or indirectly to the Whitney Barrel Company (to be referred to as "customers" for purposes of this Information Request)? Unless your answer is an absolute "NO", please explain.

Not applicable.

g. Identify (see Definitions) all persons and entities from whom Respondent picked up materials which were taken directly or indirectly to the Whitney Barrel Company.

Not applicable.

h. In addition to providing a list that identifies all such customers, provide for each pickup and delivery of materials to the Whitney Barrel Company:

i. The dates of each pickup and delivery;
ii. The type(s) of container(s);
iii. The size(s) of the container(s);
iv. The condition of each container(s);
v. The contents (including but not limited to empty barrel residues) of each container including
   (a) The name of each material'
   (b) The chemical composition of each material;
   (c) The physical state of each material (e.g., solid, sludge, liquid);
   (d) The volume of each material; and
vi. Please include all documentation relating to these transactions.

Not applicable.

i. Identify (see Definitions) all former or current employees and all other persons who have any knowledge of or information about the subject matter of any of the foregoing questions or who had contact with Whitney Barrel Company.

Not applicable.

8. Information About Others

a. If you have information concerning the operation of the Site or the source, content or

quantity of materials placed/disposed at the Site which is not included in the information you have already provided, provide all such information.

Raytheon Company is not aware of any such information.

b. If not already included in your response, if you have reason to believe that there may be persons, including persons currently or formerly employed by Respondent, who are able to provide a more detailed or complete response to any of these questions or who may be able to provide additional responsive documents, identify such persons and the additional information or documents that they may have.

Raytheon Company is not aware of any such persons, additional information or additional documents not already included in this response.

c. If not already provided, identify all persons, including Respondent's current and former employees, who have knowledge or information about the generation, use purchase, treatment, storage disposal, placement or other handling of materials at or transportation of materials to, the Site.

Raytheon Company is not aware of any such persons not already identified in this response.

9. Compliance with This Request

a. Describe all sources reviewed or consulted in responding to this request, including but not limited to:

i. The names of all individuals consulted;

Please see enclosed Exhibit "B".

ii. The current job title and job description of each individual consulted;

Please see enclosed Exhibit "B".

iii. The job title and job description during the period being investigated of each individual consulted;

Please see enclosed Exhibit "B".

iv. Whether each individual consulted is a current or past employee of Respondent;

Please see enclosed Exhibit "B".

v. The names of all divisions or offices of Respondent for which records were

reviewed;

Raytheon Company objects to this question as overly broad, irrelevant and overly burdensome. However, Raytheon Company answers as follows:

Please see the enclosed **Exhibit "C".** Raytheon Company has undergone several internal reorganizations since 1950. The Raytheon Company facilities for which this review was undertaken (see Exhibit "A") have belonged to businesses, divisions and subsidiaries with several different names during the ensuing 55 years. To the best of our knowledge, those names (and the current ones) are listed in Exhibit "C".

vi. The nature of all documents reviewed; and

Please see the answer to 9.v above.

vii. The locations where those documents reviewed were kept prior to review; and

Please see the answer to 9.v above.

viii. The location where those documents reviewed are currently kept.

Please see the answer to 9.v above. The files and documents that were reviewed for this investigation are currently kept in the same places as they were prior to review.

WELLS G & H

ENCLOSURE H - DECLARATION

I declare under penalty of perjury that I am authorized to

respond on behalf of Raytheon Company and that the
Respondent

foregoing is complete, true, and correct.

Executed on Feb. 10, 2006

Signature

Jeffrey B. Axelrod
Type Name

Senior Counsel
Title [if any]

Raytheon Company
Office of the General Counsel
870 Winter Street, Room 2352
Waltham, MA 02451-1449 USA
Tel 781.522.3000
Telex 92.3455
Cable Raytheonex
Writer's direct dial 781.522.3059
Fax 781.522.6465
jaxelrod@raytheon.com

Raytheon

via email; hard copy to follow via DHL overnight delivery

February 17, 2006
06JBA036

Martha Bosworth, Enforcement Coordinator
U.S. Environmental Protection Agency
New England Region, Mail Code HBS
1 Congress Street, Suite 1100
Boston, MA 02114-2023

Re: Request for Information Pursuant to Section 104 of CERCLA in relation to the former Whitney Barrel Company at the Wells G & H Superfund Site in Woburn, Massachusetts, hereinafter referred to as the "Site"

Dear Ms. Bosworth:

Reference is made to my letter dated February 10, 2006 that conveyed Raytheon Company's response to the above-referenced RFI. Enclosed please find Exhibits "A", "B", and "C", which were not included with the answers and responses provided in the letter I sent last week. These Exhibits are referred to in those answers.

Raytheon Company understands that it is under a continuing obligation to supplement its response to this RFI if it should become aware of any relevant information.

Please call me if there are any questions or problems.

Sincerely,

Jeffrey B. Axelrod

Jeffrey B. Axelrod
Senior Counsel

Enclosures

cc: (via email) Gretchen Muench, Esq., USEPA, Region I
Susan Scott, Esq., USEPA, Region I
Heather Cote, TechLaw, Inc.

EXHIBIT "A"

RAYTHEON MANUFACTURING FACILITIES IN NEW ENGLAND

Street	City	State	Years Of Operation	SIC Code(s)	Type(s) of Operation(s)	RCRA ID Number
350 Lowell St.	Andover	MA	since 5/15/69	3761	Electronics/missiles manufacturing	MAD001055235
362 Lowell St.	Andover	MA	since 7/19/84	3674	Semiconductor manufacturing	MAD980913172
Haverhill St.	Andover	MA	3/29/80 – 3/31/93	3761	Electronics//missiles manufacturing	MAD000791012
180 Hartwell Rd.	Bedford	MA	1953 – 2004	3761	Electronics engineering	MAD019163930
182 Hartwell Rd.	Bedford	MA	1953 – 2004	3761	Electronics engineering	MAD086538380*
184 Hartwell Rd.	Bedford	MA	1953 – 2004	3761	Electronics engineering	MAD980522580*
2 Wayside Dr.	Burlington	MA	3/1/59 – 2003	3679	Electronics R&D/ engineering	MAD019291525
Merrimack St.	Lawrence	MA	2/1/58 – 11/30/71	3679	Electronics warehouse/storage	None***
131 Spring St.	Lexington	MA	1982 – 2003	3812	Electronics R&D	MAD001339159
525 Woburn St.	Lowell	MA	5/1/55 – 12/23/96	3761	Electronics/missiles manufacturing	MAD001411081
31 Suffolk Rd.	Mansfield	MA	3/4/78 – 5/31/85	3679	Electronics warehouse/storage	None recorded**
600 Spring St.	North Dighton	MA	5/1/74 – 8/31/96	3679	Electronics manufacturing/warehouse	MAD075698266
55 Bearfoot Rd.	Northboro	MA	9/1/78 – 12/29/94	3679	Electronics manufacturing	MAD095875712
1415 Providence Hwy.	Norwood	MA	8/31/73 – 6/27/96	3679	Warehouse storage/kitting	MAD053471223
465 Center St.	Quincy	MA	2/15/53 – 2/28/01	3679	Electronics/vacuum tube	MAD001411016
528 Boston Post Rd.	Sudbury	MA	since 2/24/59	3761	Electronics/engineering/development	MAD001410539
Foundry Ave/Seyon St.	Waltham	MA	1943 – 2002	3679	Electronics/vacuum tube manufacturing	MAD000636373 / MAD000791780 / MAD001923408
430 Boston Post Rd.	Wayland	MA	2/11/55 – 10/21/97	3679	Electronics/engineering/development	MAD990685554
369 University Ave.	Westwood	MA	7/1/84 – 6/30/92	3679	Electronics warehouse/storage	None recorded**
7 Redmond St.	Nashua	NH	8/14/61 12/30/96	3679	Electronics warehouse/storage	None recorded**
1847 W Main St.	Portsmouth	RI	since 1/21/66	3812	Electronics development/manufacturing	RID001463090

* The EPA ID #'s for these two Bedford addresses are accurate but might be reversed.
** No internal record identified and negative search result on EPA web site.
*** Facility years of operation predate RCRA.